
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended May 31, 2017

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 000-55695

INTERNATIONAL WESTERN PETROLEUM, INC.

(Exact name of registrant as specified in its charter)

Nevada _____ (State or other jurisdiction of incorporation or organization)	46-5034746 _____ (I.R.S. Employer Identification No.)
5525 N. MacArthur Boulevard, Suite 280 Irving, Texas _____ (Address of principal executive offices)	75038 _____ (Zip Code)

(855) 809-6900

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (do not check if smaller reporting company)

Smaller reporting company

Emerging growth company.

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of July 14, 2017, the registrant had 48,811,013 shares of common stock issued and outstanding.

INTERNATIONAL WESTERN PETROLEUM, INC.
TABLE OF CONTENTS
FORM 10-Q REPORT
May 31, 2017

	Page Number
<u>PART I - FINANCIAL INFORMATION</u>	
Item 1. Financial Statements	3
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	10
Item 3. Quantitative and Qualitative Disclosures About Market Risk	14
Item 4. Controls and Procedures	14
<u>PART II - OTHER INFORMATION</u>	
Item 1. Legal Proceedings	15
Item 1A. Risk Factors	15
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	
Item 3. Defaults Upon Senior Securities	15
Item 4. Mine Safety Disclosures	15
Item 5. Other Information	15
Item 6. Exhibits	16
<u>SIGNATURES</u>	17

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements.

**INTERNATIONAL WESTERN PETROLEUM, INC
BALANCE SHEETS**

	<u>May 31, 2017</u>	<u>February 28, 2017</u>
	(Unaudited)	(Audited)
ASSETS		
Current Assets		
Cash	\$ 107,202	\$ 76,365
Account receivable – oil and gas	6,798	8,170
Deposit on purchase of oil & gas properties	105,000	105,000
Total Current Assets	219,000	189,535
Oil and Gas Property Full Cost Method		
Properties subject to amortization	955,316	955,316
Less: accumulated depletion	(58,913)	(56,340)
Total Oil and Gas Property Net	896,403	898,976
Equipment, net	16,337	17,546
Total Assets	1,131,740	1,106,057
LIABILITIES AND STOCKHOLDERS' EQUITY		
LIABILITIES		
Current Liabilities		
Accounts payable and accrued expenses	4,000	1,000
Advances from related party	363,941	379,428
Loan payable	250,000	50,000
Stock payable	32,000	12,000
Total Current Liabilities	649,941	442,428
Asset Retirement Obligations	10,287	10,045
Total Liabilities	660,228	452,473
Stockholders' Equity		
Preferred stock, \$0.001 par value per share, 10,000,000 shares authorized; 0 shares issued and outstanding at May 31, 2017 and February 28, 2017		
Common stock, \$0.001 par value per share, 90,000,000 shares authorized; 48,811,013 and 48,696,013 shares issued and outstanding on May 31, 2017 and February 28, 2017, respectively.	48,811	48,696
Additional paid-in capital	2,910,571	2,791,328
Accumulated deficit	(2,487,870)	(2,186,440)
Total Stockholders' Equity	471,512	653,584
Total Liabilities and Stockholders' Equity	1,131,740	1,106,057

See accompanying notes to these unaudited financial statements.

INTERNATIONAL WESTERN PETROLEUM, INC.
STATEMENTS OF OPERATIONS
FOR THE THREE MONTHS ENDED MAY 31, 2017 AND 2016
(Unaudited)

	<u>May 31, 2017</u>	<u>May 31, 2016</u>
Revenues		
Oil and gas sales	\$ 19,979	\$ 26,381
Total Revenues	19,979	26,381
Operating Expenses		
Lease operating expenses	4,176	9,118
Professional fees	155,603	83,012
Other general and administrative expenses	155,814	155,644
Depletion and accretion	<u>2,815</u>	<u>7,125</u>
Total Operating Expenses	<u>318,408</u>	<u>254,899</u>
Other Income (Expenses)		
Gain on sale of property	-	20,324
Interest expense	(3,000)	-
Total Other Income (Expenses), net	(3,000)	20,324
Net Loss	<u>\$ (301,429)</u>	<u>\$ (208,194)</u>
Net loss per common share – basic and diluted	\$ (0.01)	(0.00)
Weighted average number of shares outstanding – basic and diluted	48,805,143	44,392,171

See accompanying notes to these unaudited financial statements.

INTERNATIONAL WESTERN PETROLEUM, INC
STATEMENTS OF CASH FLOWS
FOR THE THREE MONTHS ENDED MAY 31, 2017 AND 2016
(Unaudited)

	For the Three Months Ended,	
	May 31, 2017	May 31, 2016
Cash Flow from Operating Activities		
Net loss	\$ (301,429)	\$ (208,194)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depletion and accretion	2,815	7,125
Depreciation	1,209	1,235
Common stock issued for services	119,358	-
Gain on sale of property		(20,324)
Changes in operating assets and liabilities		
Accounts receivable - oil and gas	1,371	(12,594)
Accounts payable and accrued expenses	3,000	1,862
Net Cash Used in Operating Activities	(173,676)	(230,890)
Cash Flows from Investing Activities:		
Sale of property	-	70,000
Net Cash Provided by Investing Activities	-	70,000
Cash Flows from Financing Activities:		
Proceeds from loan payable	200,000	-
Payments on related party advances	(15,487)	(100,019)
Proceeds from issuance of common stock	-	122,250
Proceeds from stock payable	20,000	-
Net Cash Provided by Financing Activities	204,513	22,231
Net Increase (Decrease) in Cash	30,837	(138,659)
Cash – beginning of period	76,365	542,228
Cash – end of period	107,202	403,569
Supplemental Cash Flows Information		
Cash paid for income tax	-	-
Cash paid for interest	-	-

See accompanying notes to these unaudited financial statements.

INTERNATIONAL WESTERN PETROLEUM, INC.

**NOTES TO FINANCIAL STATEMENTS
(Unaudited)**

Note 1 – Organization, Nature of Operations and Summary of Significant Accounting Policies

International Western Petroleum, Inc. (“IWP” or the “Company”) was incorporated on February 19, 2014 as a Nevada corporation. The Company was formed to conduct operations in the oil and gas industry.

The accompanying unaudited interim financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America and the rules of the Securities and Exchange Commission and should be read in conjunction with the audited consolidated financial statements and notes thereto contained in the Company’s Annual Report on Form 10-K filed with the SEC for the year ended February 28, 2017. In the opinion of management, all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of the financial position and the results of operations for the interim periods presented have been reflected herein. The results of operations for interim periods are not necessarily indicative of the results to be expected for the full year. Notes to the unaudited interim financial statements that would substantially duplicate the disclosures contained in the audited financial statements for the most recent fiscal year as reported in the Form 10-K have been omitted.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expense during the period. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The carrying amount of the Company’s accounts payable and accrued expenses and advances from officer approximates its estimated fair value due to the short-term nature of that financial instrument.

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. The Company had \$107,202 and \$76,365 of cash at May 31, 2017 and February 28, 2017, respectively.

Concentrations of Credit Risk

Financial instruments which potentially subject the Company to concentrations of credit risk include cash deposits placed with financial institutions. The Company maintains its cash in bank accounts which, at times, may exceed federally insured limits as guaranteed by the Federal Deposit Insurance Corporation (FDIC). At May 31, 2017, \$0 of the Company’s cash balances were uninsured. The Company has not experienced any losses on such accounts.

Accounts Receivable

Accounts receivable typically consist of oil and gas receivables. The Company has classified these as short-term assets in the balance sheet because the Company expects repayment or recovery within the next 12 months. The Company evaluates these accounts receivable for collectability considering the results of operations of these related entities and when necessary records allowances for expected unrecoverable amounts. To date, no allowances have been recorded.

Oil and Gas Properties

The Company follows the full cost method of accounting for its investments in oil and gas properties, whereby all costs incurred in connection with the acquisition, exploration for and development of petroleum and natural gas reserves, including unproductive wells, are capitalized. Such costs include lease acquisition, geological and geophysical activities, rentals on non-producing leases, drilling, completing and equipping of oil and gas wells and administrative costs directly attributable to those activities, and asset retirement costs. General and administrative costs related to production and general overhead are expensed as incurred.

Disposition of oil and gas properties are accounted for as a reduction of capitalized costs, with no gain or loss recognized unless such adjustment would significantly alter the relationship between capital costs and proved reserves of oil, in which case the gain or loss is recognized in the statement of operations.

Future development, site restoration, dismantlement and abandonment costs, are estimated property by property, based upon current economic conditions and regulatory requirements, and are included in amortization of our oil and natural gas property costs.

Depletion of capitalized oil properties and estimated future development costs, excluding unproved properties, are based on the unit-of-production method based on proved reserves.

At the end of each quarter, the unamortized cost of oil and natural gas properties, net of related deferred income taxes, is limited to the sum of the estimated future after-tax net revenues from proved properties, after giving effect to cash flow hedge positions, discounted at 10%, and the lower of cost or fair value of unproved properties, adjusted for related income tax effects. This limitation is known as the "ceiling test," and is based on SEC rules for the full cost oil and gas accounting method. There was no ceiling test write-down recorded during the three months ended May 31, 2017 and 2016.

The Company assesses the carrying value of its unproved properties for impairment periodically. If the results of an assessment indicate that an unproved property is impaired (which was assessed in connection with the Company's evaluation of goodwill impairment), then the carrying value of the unproved properties is added to the proved oil property costs to be amortized and subject to the ceiling test.

Fixed asset

Fixed asset is stated at cost and depreciated using the straight-line method over the five-year estimated useful life of the asset.

Asset Retirement Obligations

If a reasonable estimate of the fair value of an obligation to perform site reclamation, dismantle facilities or plug and abandon wells can be made, the Company will record a liability (an asset retirement obligation or "ARO") on its consolidated balance sheet and capitalize the present value of the asset retirement cost in oil and gas properties in the period in which the retirement obligation is incurred. In general, the amount of an ARO and the costs capitalized will be equal to the estimated future cost to satisfy the abandonment obligation assuming the normal operation of the asset, using current prices that are escalated by an assumed inflation factor up to the estimated settlement date, which is then discounted back to the date that the abandonment obligation was incurred using an assumed cost of funds for the Company. After recording these amounts, the ARO will be accreted to its future estimated value using the same assumed cost of funds and the capitalized costs are depreciated on a unit-of-production basis over the estimated proved developed reserves. Both the accretion and the depreciation will be included in depreciation, depletion and amortization expense on our consolidated statements of operations.

Revenue Recognition

All revenue is recognized when persuasive evidence of an arrangement exists, the service or sale is complete, the price is fixed or determinable and collectability is reasonably assured. Revenue is derived from the sale of crude oil and natural gas. Revenue from crude oil and natural gas sales is recognized when the product is delivered to the purchaser and collectability is reasonably assured. The Company follows the "sales method" of accounting for oil and natural gas revenue, so it recognizes revenue on all natural gas or crude oil sold to purchasers, regardless of whether the sales are proportionate to its ownership in the property. A receivable or liability is recognized only to the extent that the Company has an imbalance on a specific property greater than its share of the expected remaining proved reserves. If collection is uncertain, revenue is recognized when cash is collected.

Income Taxes

Income taxes are accounted for in accordance with the provisions of ASC Topic No. 740. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amounts expected to be realized.

Stock-Based Compensation

The Company measures stock-based compensation cost at the grant date based on the fair value of the award and recognize it as expense, over the vesting or service period, as applicable, of the stock award.

Basic and Diluted Net Income (Loss) per Common Share

Basic net loss per common share amounts are computed by dividing the net loss available to International Western Petroleum, Inc. shareholders by the weighted average number of common shares outstanding over the reporting period. In periods in which the Company reports a net loss, dilutive securities are excluded from the calculation of diluted earnings per share as the effect would be anti-dilutive. For the three months ended May 31, 2017, there were no potentially dilutive securities outstanding.

Reclassifications

Certain reclassifications have been made to amounts in prior periods to conform to the current period presentation. All reclassifications have been applied consistently to the periods presented.

Subsequent Events

The Company evaluated all transactions from May 31, 2017 through the financial statement issuance date for subsequent event disclosure consideration.

Recent Accounting Pronouncements

The Company does not expect the adoption of recently issued accounting pronouncements to have a significant impact on its results of operations, financial position or cash flows.

Note 2 – Going Concern

As reflected in the accompanying financial statements, the Company has generated net loss of \$301,429 and cash flows used in operations of \$173,676 during the three months ended May 31, 2017. Since the Company has incurred losses from operations and has negative operating cash flows, which raises substantial doubt about its ability to continue as a going concern.

Management has a reasonable expectation that the Company has adequate resources to continue in operational existence for the foreseeable future. The Company will be required to raise additional funds to fully execute its business plan, however, the Company believes it has sufficient cash on hand and limited near term obligations to sustain its current operations for the next twelve months.

Note 3 – Oil and Gas Properties

The following table summarizes the Company's oil and gas activities by classification for the three months ended May 31, 2017:

	<u>February 28, 2017</u>	<u>Additions</u>	<u>May 31, 2017</u>
Oil and gas properties, subject to amortization	\$ 946,878	\$ -	\$ 946,878
Asset retirement costs	8,438	-	8,438
Accumulated depletion	(56,340)	(2,573)	(58,913)
Total oil and gas assets	<u>\$ 898,976</u>	<u>\$ (2,573)</u>	<u>\$ 896,403</u>

The depletion recorded for production on proved properties for the three months ended May 31, 2017 and 2016, amounted to \$2,573 and \$6,906, respectively. The Company recorded no impairment of its oil and gas properties during the three months ended May 31, 2017 and 2016.

Note 4 – Fixed Asset

The Company’s fixed asset consists of a used vehicle and has a remaining estimated useful life of five years. Fixed asset consists of the following:

	May 31, 2017	February 28, 2017
Vehicle	\$ 24,500	\$ 24,500
Less accumulated depreciation	(8,163)	(6,954)
Total	\$ 16,337	\$ 17,546

The Company recorded depreciation expense of \$1,209 and \$1,235 during the three months ended May 31, 2017 and 2016, respectively.

Note 5 – Asset Retirement Obligations

The following table summarizes the change in the Company’s asset retirement obligations during the three months ended May 31, 2017:

	Amount
Asset retirement obligations as of February 28, 2017	\$ 10,045
Additions	-
Current year revision of previous estimates	-
Accretion during the three months ended May 31, 2017	242
Asset retirement obligations as of May 31, 2017	\$ 10,287

During the three months ended May 31, 2017 and 2016, the Company recognized accretion expense of \$242 and \$219, respectively.

Note 6 – Related Party Transactions

During the three months ended May 31, 2017, the Company reduced related party payables in the amount of \$15,487.

Note 7 – Loan Payable

On April 7, 2017, the Company entered into a secured promissory note (the “Secured Promissory Note”) with JBB Partners, Inc. (“JBB”). Pursuant to the terms of the Secured Promissory Note, loaned the Company \$200,000 (the “Loan”). The Loan is secured by all of the Company’s assets and secured by, pursuant to stock pledge agreements with JBB, 17,920,000 shares of the Company’s common stock held by the Company’s Chief Executive Officer, Ross Henry Ramsey, and 12,000,000 shares of the Company’s common stock held by the Company’s Chairman and Secretary, Benjamin Tran. The Loan bears interest at the rate of 3% per annum and the maturity date is April 7, 2018. The balance at the three months ended May 31, 2017 is \$ 250,000.

Note 8 – Equity

During the three months ending May 31, 2017, the Company issued 115,000 shares of common stock of the Company for consulting services worth \$115,000.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

Cautionary Notice Regarding Forward Looking Statements

The information contained in Item 2 contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Actual results may materially differ from those projected in the forward-looking statements as a result of certain risks and uncertainties set forth in this report. Although the Company’s management team, Mr. Ramsey and Dr. Tran (collectively, “Management”), believes that the assumptions made and expectations reflected in the forward-looking statements are reasonable, there is no assurance that the underlying assumptions will, in fact, prove to be correct or that actual results will not be different from expectations expressed in this report.

This filing contains a number of forward-looking statements which reflect Management’s current views and expectations with respect to our business, strategies, products, future results and events, and financial performance. All statements made in this filing other than statements of historical fact, including statements addressing operating performance, events, or developments which Management expects or anticipates will or may occur in the future, including statements related to distributor channels, volume growth, revenues, profitability, new products, adequacy of funds from operations, statements expressing general optimism about future operating results, and non-historical information, are forward looking statements. In particular, the words “believe,” “expect,” “intend,” “anticipate,” “estimate,” “may,” variations of such words, and similar expressions identify forward-looking statements, but are not the exclusive means of identifying such statements, and their absence does not mean that the statement is not forward-looking. These forward-looking statements are subject to certain risks and uncertainties, including those discussed below. Our actual results, performance or achievements could differ materially from historical results as well as those expressed in, anticipated, or implied by these forward-looking statements. We do not undertake any obligation to revise these forward-looking statements to reflect any future events or circumstances.

Readers should not place undue reliance on these forward-looking statements, which are based on Management’s current expectations and projections about future events, are not guarantees of future performance, are subject to risks, uncertainties and assumptions (including those described below), and apply only as of the date of this filing. Our actual results, performance or achievements could differ materially from the results expressed in, or implied by, these forward-looking statements. Factors which could cause or contribute to such differences include, but are not limited to, the risks to be discussed in our Annual Report on Form 10-K and in the press releases and other communications to shareholders issued by us from time to time which attempt to advise interested parties of the risks and factors which may affect our business. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

Overview

International Western Petroleum, (the “Company”, “We”, or “Us”) was incorporated on February 19, 2014 under the laws of the state of Nevada. We are an oil and natural gas company that focuses on the acquisition, development, and exploration of crude oil and natural gas properties in Texas. As of March 1, 2017, the SEC Non-Escalated Analysis of Estimated Proved Reserve of the Bend Arch Lion 1A and Bend Arch Lion 1B leaseholds shows 137.74 Mbbbl in oil net reserves out of 416.34 Mbbbl in oil gross reserves and 102.73 MMcf in natural gas net reserves out of 317.45 MMcf in natural gas gross reserves.

The reserves associated with the report from Ralph E. Davis Associates LLC (an Opportune Company) have been classified in accordance with the definitions of the Securities and Exchange Commission as found under Rules of General Application § 210.4-10 Financial accounting and reporting for oil and gas producing activities pursuant to the Federal securities laws and the Energy Policy and Conservation Act of 1975.

In fiscal year 2018, the Company’s main objective is to take advantage of the current low oil prices to actively look for large-reserve oil and gas concessions and productions, aiming to participate with international capital partners for large-scale transactions related to buyouts and joint ventures. In the meantime, the Company will continue to raise capital to acquire smaller oil and natural gas properties in the West, Central West, East and South Texas aiming to increase its revenues via these acquisitions and continue to improve the existing production revenues of the Bend Arch Lion 1A, Bend Arch Lion 1B, Marshall Walden joint venture property and the Ratliff property via new entries, re-entries and EOR methods as mentioned in the Operational Plan section above.

In fiscal year 2018, the Company's secondary objective is to continue tapping into the high potential leases of the West Texas region of the United States, aiming to unlock its potential via reserves development to increase its oil and gas assets, specifically in the prolific Permian Basin. The Permian Basin is a sedimentary basin largely contained in the western part of the U.S. state of Texas and the southeastern part of the U.S. state of New Mexico. It reaches from just south of Lubbock, to just south of Midland and Odessa, extending westward into the southeastern part of New Mexico. It is so named because it has one of the world's thickest deposits of rocks from the Permian geologic period. The greater Permian Basin comprises several component basins: of these, Midland Basin is the largest, Delaware Basin is the second largest, and Marfa Basin is the smallest. The Permian Basin extends beneath an area approximately 250 miles (400 km) wide and 300 miles (480 km) long.

To achieve the Company's objectives, state-of-the-art technology will be key since oil and natural gas reserve development is a highly technologically oriented industry. The Company has worked with a technology company providing a state-of-the-art Organic Oil Recovery (OOR) process which can release trapped oil without exploration risks. Our senior management team has explored the opportunity to utilize this new technology and plans to start with 4 counties (Coleman, Gregg, Russ and Reeves) for the Enhanced Oil Recovery business in Texas. The Company plans to optimize its acquisition model by adding this technology to increase existing mature productions without additional drilling or fracking. Preliminary assessments from this technology company indicates that this OOR process, in general, may increase current production at targeted production wells by approximately 50% to 300% and may increase ultimate recovery of the original-oil-in-place by 5% to 20%.

Strategy and Implementation Summary

Operational Plans

The Company has recently shifted its E&P plan on regional acquisition(s) with a focus in the Permian Basin region. This region has been producing oil continuously for nearly 100 years and the U.S. Geological Survey (USGS) has recently announced that this region is the largest estimate of continuous oil that it has ever assessed. Our area of interest is production locations within the Wolfcamp shale in the Midland Basin portion of the Texas Permian Basin where the USGS estimates that there are 20 billion barrels of undiscovered, technically recoverable oil.

The Company has instigated a new acquisition model which is based on:

- a) the financed acquisition of mature oil fields that have great potential for the application of an advanced Enhanced Oil Recovery (EOR) process. This process is a very cost effective EOR process which has been technologically field proven with great success in over 40 oil fields around the world, where the average production increase of producing wells, onshore and offshore, has been recorded with over 130% upside; and
- b) strategic partnership with existing operators to share production increases garnered through the implementation of this EOR process. The Company's management believes that it is well positioned to exploit a highly effective and developed EOR technology which uniquely addresses a global market of "trapped oil" estimated at \$250 trillion U.S. dollars. The Company aims to execute its mission in this new direction to create high value for the benefit of its shareholders and strategic partners.

To date, the Company has prospected and completed several exploration and acquisition projects:

Completed Acquisitions with Production Enhancement Programs

The Bend Arch Lion 1A JV, Coleman County, TX:

This drilling joint venture is a 160-acre leasehold having 4 producing wells which have been drilled by our Texas-based operating partner International Western Oil. This field has been surveyed with high quality proven reserves encompassing several pay zones highlighted by the Gray Sand, the Palo Pinto, and in some instances the Ellenburger pay zone. On May 4, 2015, the Company acquired a 39.5% working interest from International Western Oil Corporation ("IWO") in the Bend Arch Lion 1A Joint Venture (the Pittard Bend Arch White property encompassing 160 acres – State ID# 21488) (the "1A Venture".) By acquiring these working interests, the Company directly receives the share of working interest revenue (after accounting for applicable taxes, expenses, and landowner royalties) IWO was receiving prior to the acquisitions.

As of February 28, 2017, the 1A Venture property had four (4) gross oil and gas wells (1.58 net wells). The initial production of this property started in April 2014.

Management plans to execute its production improvement program on the Bend Arch Lion 1A as the result of our recent in-depth studies show accessible proven reserves in several pay zones highlighted by the Gray Sand pay zone, the Palo Pinto pay zone and the Ellenburger pay zone. Management believes, its production improvement program can offer a substantial increase from the current production of this field by re-completing certain Gray Sand pay zones with either standard acidizing jobs or a new EOR method and also entering virgin Palo Pinto pay zone or Ellenburger pay zone in certain declining wellbores.

The Bend Arch Lion 1B JV, Coleman County, TX:

This drilling joint venture is a 220-acre leasehold having 6 new producing wells which have been drilled by our Texas-based operating partner International Western Oil. In May 2015, the Company acquired working interests of this leasehold which has been surveyed with high quality proven reserves encompassing several pay zones highlighted by the Gray Sand and in some instances the Ellenburger pay zone. At the moment, the leasehold has 3 producing wells coming from the Gray Sand formation and 3 producing wells coming from the Ellenburger formation. On May 4, 2015, the Company acquired 50% working interest in the Bend Arch Lion 1B Joint Venture (the Pittard Bend Arch Red property encompassing 220 acres - State ID# 13121) (the "1B Venture"). By acquiring these working interests, the Company directly receives the share of working interest revenue (after accounting for applicable taxes, expenses, and landowner royalties) IWO was receiving prior to the acquisitions.

As of May 31, 2017, the 1B Venture property had six (6) gross oil and gas wells (3 net wells). The initial production of this property started in March 2015.

Management plans to execute its production improvement program on the Bend Arch Lion 1B as the result of our recent in-depth studies showing accessible proven reserves in several pay zones highlighted by the Gray Sand pay zone and the Ellenburger pay zone. Management believes, can offer a substantial increase from the current production of this field by re-completing certain Gray Sand pay zone with either standard acidizing jobs or a new EOR method and also entering virgin Gray Sand pay zone or increasing pumping efficiency in the Ellenburger pay zone in certain declining wellbores.

The Marshall Walden JV, Kilgore City, TX:

As of July 29, 2016, the Company served as the managing venturer in a 45-acre joint venture with Odyssey Enterprises LLC which has financed the Marshall Walden joint venture for the lease purchase and optimization of wells located in Kilgore, Texas, in the heart of the Woodbine formation. There are 8 wellbores in the acquisition, with 4 currently in production and 4 inactive. The Company has recently completed the re-work of the inactive wellbores and plans to upgrade to a new pump set up to enhance oil production levels. Management believes that this Marshall Walden acquisition put a solid foundation in place for the Company in the East Texas region.

As of May 31, 2017, the Marshall Walden property had four (4) gross oil and gas wells (0.4 net wells) which are active. The initial production of this property started in September 2016.

The Ratliff Property, King County, TX:

As of December 6, 2016, the Company has acquired a 3D Seismic 350-acre leasehold in King County, Texas. This acquisition primarily includes 350-acre leasehold in King County, Texas with additional options to lease up to 800 acres of adjoining acreage with complete 3D seismic data. The 350-acre leasehold comes with an existing tank facility for the production of oil, natural gas, and water. There is also a full injection wellbore set in place that is fully equipped. There have been five (5) wellbores drilled on this lease dating back to the 1970s, and these previous wellbores ranged from 4800ft – 6200ft in total depth, with three (3) different prolific hydrocarbon formations.

Management believes that this acquisition has created a foothold for us in the Eastern Permian Basin. With in-depth studying of the 3D seismic data, we believe there are up to eight (8) proven undeveloped locations ("PUDs") throughout the lease's acreage. Management also believes that the Company can best take full advantage of the complete 3D Seismic data available and should be able to drill wellbores in extremely accurate locations. The Company plans to drill a 8,000ft pilot hole in order to obtain Ellenburger pay zone samples and complete the Canyon Reef pay zone at 6,700ft on one wellbore and access a full log review to determine if there is a window to drill a horizontal leg. The Company also plans to turn on 3 wellbores that are producers via extended re-entry method.

As of May 31, 2017, the Ratliff property had three (3) gross oil and gas wells (3 net wells) which the management plans to perform re-entry works. The initial production of this property has not started yet.

Results of Operations

Comparison of the Three Months Ended May 31, 2017 with the Three Months Ended May 31, 2016

Revenues

The Company generated revenues of \$19,979 from oil and gas sales from the Company's oil and gas properties for the three months ended May 31, 2017, as compared to \$26,381 for the three months ended May 31, 2016, a decline of 32%. Revenues declined was due to some natural declination and interruption of productions related to maintenance issues and the local weather condition in certain months.

Operating Expenses

Operating expenses for the three months ended May 31, 2017 and 2016 were \$318,408 and \$254,899, respectively. The costs incurred during the three months ended May 31, 2017 consisted of related party monthly field service expenses, lease operating expenses, depletion and accretion, professional fees and administrative expenses associated with the normal course of business. The increase was primarily related to lease operating expenses and other E&P expansion costs incurred related to the acquisition and operation of the Company's newly-acquired oil and gas properties and additional capital markets related expenses.

Gains:

The Company incurred gains of \$0 as it did not sell any oil and gas properties during the three months ended May 31, 2017, as compared to a gain of \$20,324 due to a sale of oil and gas properties during the three months ended May 31, 2016.

Net Loss

Our operating results have recognized net loss in the amount of \$301,429 for the three months ended May 31, 2016 as compared to a net loss of \$208,194 for the three months ended May 31, 2016. The increase was primarily related to additional costs incurred during the current year related to lease operating expenses and other E&P expansion costs incurred related to the acquisition and operation of the Company's newly-acquired oil and gas properties and additional capital markets related expenses.

Liquidity and Capital Resources

At May 31, 2017, the Company had cash in hand of \$107,202.

Net cash used by operating activities during the three months ended May 31, 2017 was \$173,676 as compared to cash used in operating activities of \$230,890 for the same period in 2016. The decrease was related to reduction costs incurred related to the maintenance and repair of the Company's newly acquired oil and gas properties and other consulting expenses related to public relations and acquisition efforts.

Net cash provided by investing activities during the three months ended May 31, 2017 was \$0 as compared to cash provided by investing activities of \$70,000 for the three months ended May 31, 2016. The decrease was related to there not being a sale of a portion of the company's oil and gas properties during the three months ended May 31, 2017.

Net cash provided by financing activities during the three months ended May 31, 2017 was \$204,513 as compared to cash provided by financing activities of \$22,231 for the three months ended May 31, 2016. The increase in cash provided by financing activities was primarily related to a \$200,000 loan to the Company.

Off-Balance Sheet Arrangements

As of May 31, 2017, we did not have any off-balance sheet arrangements as defined in Item 303 (a)(4)(ii) of Regulation S-K promulgated under the Securities Act of 1934.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

Item 4. Controls and Procedures.

Disclosure of Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports, filed under the Securities Exchange Act of 1934, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable and not absolute assurance of achieving the desired control objectives. In reaching a reasonable level of assurance, management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. In addition, the design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, a control may become inadequate because of changes in conditions or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

As required by the SEC Rule 13a-15(b), we carried out an evaluation under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on that evaluation, the Company's principal executive officer and principal financial officer concluded that due to the material weakness discussed below, the Company's disclosure controls and procedures were not effective, as of May 31, 2017, to provide reasonable assurance that information required to be disclosed in the Company's reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis. In its assessment of the effectiveness of internal control over financial reporting as of May 31, 2017, the Company determined that the following items constituted material weaknesses:

- The Company does not have policies and procedures in place to ensure the timely review, disclosure and accurate financial reporting for significant agreements and transactions.
- The Company does not have an independent audit committee in place, which would provide oversight of the Company's officers, operations and financial reporting function.

Changes in Internal Controls over Financial Reporting

There have been no changes in our internal control over financial reporting that occurred during the quarter covered by this Quarterly Report on Form 10-Q that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings.

We are not currently involved in any litigation that we believe could have a material adverse effect on our financial condition or results of operations. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the executive officers of our company or any of our subsidiaries, threatened against or affecting our company, our common stock, any of our subsidiaries or of our companies or our subsidiaries' officers or directors in their capacities as such, in which an adverse decision could have a material adverse effect.

Item 1A. Risk Factors.

The description of our business and finances and other parts of this report contain forward-looking statements that involve risks and uncertainties. Our actual results may differ significantly from the results discussed in the forward-looking statements. Factors that might cause such a difference include, but are not limited to, those described below and in prior reports filed with the Securities and Exchange Commission.

You should carefully consider the risk factors in our Annual Report on Form 10-K filed with the Securities and Exchange Commission on June 1, 2017 (the "2017 10-K"), together with all of the other information included in this report, before investing in our common stock. The risks and uncertainties described below encompass many of the risks that could affect our business and the value of our stock. Not all risks and uncertainties are described. Risks that we do not know about could occur and issues we now view as minor could become more important. If any of these risks actually occur, our business, financial condition or results of operations could be materially and adversely affected. In that case, the trading price of our common stock could decline and you may lose all or part of your investment.

We refer you to our 2017 10-K for detailed discussion of the primary risks associated with our business and our securities. We believe these risks have not materially changed since we filed our 2017 10-K.

Item 2. Defaults Upon Senior Securities.

None.

Item 3. Mine Safety Disclosures.

Not applicable.

Item 4. Other Information.

Item 1.01 Entry into a Material Definitive Agreement and Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On April 7, 2017 (the "Effective Date"), the Company entered into a secured promissory note (the "Secured Promissory Note") with JBB Partners, Inc. ("JBB"). Pursuant to the terms of the Secured Promissory Note, JBB loaned the Company \$200,000 (the "Loan"). The Loan is secured by all of the Company's assets and secured by, pursuant to stock pledge agreements with JBB, 17,920,000 shares of the Company's common stock held by the Company's Chief Executive Officer, Ross Henry Ramsey, and 12,000,000 shares of the Company's common stock held by the Company's Chairman and Secretary, Benjamin Tran. The Loan bears interest at the rate of 3% per annum and the maturity date is April 7, 2018.

The description of the Secured Promissory Note is qualified in its entirety by reference to the actual agreement, a copy of which is filed as Exhibit 4.1 to this Quarterly Report on Form 10-Q.

Item 5. Exhibits.

Exhibit Number	Exhibit Title
4.1*	Secured Promissory Note Issued to JBB Partners, Inc., dated April 7, 2017.
10.1	Stock Pledge Agreement by and among Ross Henry Ramsey, JBB Partners, Inc., and Golenbock Eiseman Assor Bell & Peskoe LLP (incorporated by reference to Exhibit 10.3 to the registrant's Annual Report on Form 10-K for the fiscal year ended February 28, 2017, filed with the SEC on June 1, 2017).
10.2	Stock Pledge Agreement by and among Benjamin Tran, JBB Partners, Inc., and Golenbock Eiseman Assor Bell & Peskoe LLP (incorporated by reference to Exhibit 10.3 to the registrant's Annual Report on Form 10-K for the fiscal year ended February 28, 2017, filed with the SEC on June 1, 2017).
31.1*	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1+	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2+	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS *	XBRL Instance Document
101.SCH *	XBRL Taxonomy Schema
101.CAL *	XBRL Taxonomy Calculation Linkbase
101.DEF *	XBRL Taxonomy Definition Linkbase
101.LAB *	XBRL Taxonomy Label Linkbase
101.PRE *	XBRL Taxonomy Presentation Linkbase

* Filed herewith.

+ In accordance with SEC Release 33-8238, Exhibit 32.1 and 32.2 are being furnished and not filed.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

International Western Petroleum, Inc.

Date: July 21, 2017

By: /s/ Ross Henry Ramsey

Ross Henry Ramsey
Chief Executive Officer, President,
and Chief Financial Officer (Principal Executive Officer,
Principal Financial Officer, and Principal Accounting Officer)

SECURED PROMISSORY NOTE

Loan Amount: \$200,000

1. **Promise to Pay.** For value received, **INTERNATIONAL WESTERN PETROLEUM, INC.**, a Nevada corporation (the “**Borrower**”) promises to pay to **JBB Partners, Inc.** (the “**Holder**”), at c/o 409 Terrell Court, New Iberia, La. 70563, or at such other place as the Holder may designate in writing (the “**Payment Office**”), in lawful money of the United States of America, the principal sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000)**, or if different, the amount then due and owing to the Holder pursuant to the terms hereof, along with interest from the Effective Date (defined below) until maturity or repayment at the rates per annum as set forth below and such other unpaid Obligations (defined below) owing from time to time.

2. (a) **Certain Defined Terms.** The following terms as used in this promissory note (this “**Note**”) shall have the respective meanings set forth opposite such terms below, such meanings to be applicable equally to both the singular and plural forms of such terms:

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

“**Applicable Rate**” means a rate per annum equal to 3.00%.

“**Change of Control**” means the consummation of a transaction, by a Person or Persons, other than the Holder or Affiliates of the Holder, whereby either (i) the board of directors of the Borrower shall cease to consist of a majority of Continuing Directors, (ii) any “person” or “group” (as such terms are used for purposes of Sections 13(d) and 14(d) of the Securities and Exchange Act of 1934, as amended) is or becomes the “beneficial owner” (as such term is used in Rule 13d-3 under the Securities and Exchange Act of 1934, as amended, except that a person will be deemed to have “beneficial ownership” of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 35% of the voting and/or economic interest in the capital stock of the Borrower, or (iii) the Borrower shall enter into an agreement or consummate an agreement for the sale of all or substantially all its assets.

“**Collateral**” means the rights, title and interest in the real and personal property and fixtures of the Borrower and the Pledged Shares of the Pledgors, which have been pledged to (or in which a security interest has been granted in favor of) the Holder hereunder and under the Stock Pledge Agreement.

“**Continuing Directors**” means the directors of the Borrower on the Effective Date of this Note.

“**Effective Date**” means April 7, 2017.

“**Lien**” means any security interest, mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge against or interest in property to secure payment of a debt or performance of an obligation or other priority or preferential arrangement of any kind or nature whatsoever.

“**Loan Parties**” means collectively, the Borrower and each Individual Pledgor.

“**Maturity Date**” means the date this matures pursuant to Section 3.

“**Permitted Liens**” means (i) the Liens in existence on the Effective Date of this Note and set forth on Schedule II, Part A hereto and any Liens granted or arising in substitution or replacement thereof, (ii) Liens of the Holder securing the Obligations, (iii) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 6(f),

(iv) Liens imposed by law, such as carriers’, warehousemen’s, mechanics’, materialmen’s and other similar Liens arising in the ordinary course of business and securing obligations (other than indebtedness for borrowed money) that are not overdue by more than 30 days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision shall have been made therefor, (v) bankers Liens on deposits and deposit accounts maintained by it, and (vi) pledges or deposits in connection with workers compensation.

“**Person**” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

“**Pledged Shares**” means an aggregate of shares of common stock of the 29,920,000 Borrower outstanding and issued to Tran and Ramsey.

“**Pledgors**” means each of Tran and Ramsey, jointly or individually.

“**Ramsey**” means Ross Henry Ramsey, an individual that is a shareholder and officer of the Borrower.

“**Subsidiary**” means, with respect to any Person, any corporation, limited liability company, limited partnership or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person.

“**Stock Pledge Agreement**” means the Stock Pledge Agreement entered into by each Person identified therein as “Pledgor” in favor of the Holder, substantially in the form of Exhibit A hereto.

“**Tran**” means Benjamin Tran, an individual that is a shareholder and officer of the

(b) **Other Defined Terms.** Other terms defined in the other parts of this Note are indicated below:

“Borrower”	Section 1
“Costs”	Section 12(d)
“Collateral”	Section 5
“Event of Default”	Section 8
“Holder”	Section 1
“Indebtedness”	Section 8
“Indemnified Liabilities”	Section 12(d)
“Indemnified Persons”	Section 12(d)
“Loan Documents”	Section 8
“Maturity Date”	Section 3
“Note”	Section 2
“Obligations”	Section 5
“Payment Office”	Section 1

(c) **UCC Terms.** Any capitalized term used herein and not defined shall have the meaning assigned to it in the Uniform Commercial Code as in effect in the State of New York from time to time (the “UCC”).

3. Maturity Date.

(a) Unless otherwise extended pursuant to Section 3(b) below, this Note has a maturity date of April 7, 2018, the one-year anniversary of the Effective Date.

4. Payments of Principal, Interest and Late Charges.

(a) By this Note, the Holder is making a loan of \$200,000 to the Borrower. Borrower agrees to pay the principle due hereon on the Maturity Date.

(b) The unpaid principle and Obligations shall accrue interest at the Applicable Rate. Interest shall be calculated on the basis of a 360-day year based on the actual number of days during the period for which such interest is payable. Accrued and unpaid interest shall be payable in cash: (i) on the Maturity Date, and (ii) on the date of any payment or prepayment of principal, whether by prepayment, acceleration or otherwise, with respect to the principal so repaid or Obligation when paid. If any payment on this Note becomes due and payable on a Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required by law to close, the due date thereof shall be extended to the next succeeding day which is not a Saturday, Sunday or other day on which the commercial banks in the City of New York are authorized or required by law to close.

(c) Each payment made hereunder will be applied, first, to the payment of any Costs and Indemnified Liabilities, second, to the payment of accrued and unpaid interest, and the balance, if any, to the unpaid principal balance of this Note and, third, to any other outstanding Obligations.

(d) This Note may be prepaid in whole or in part, at any time or from time to time, without premium or penalty. Upon prepayment of part of the principal amount of this Note, Borrower may require Holder to present this Note for notation on Schedule I hereto of such adjustment and payment. If this Note is prepaid in full, Borrower may require the holder to surrender this Note.

(e) Payments and prepayments of principal, interest and Obligation due on this Note shall be made to Holder at the Payment Office or such other place or places as may be specified by the Holder in a written notice to Borrower and to the order of Holder.

(f) To the extent permitted by law, upon the occurrence and during the continuance of an Event of Default, the principle, interest then due and Obligations then due shall bear interest from the date such Event of Default occurred until cured or waived, at the rate per annum equal to the Applicable Rate plus 2% per annum. Any interest accruing pursuant to this paragraph (f) shall be payable on demand.

5. Security. (a) As collateral security for all indebtedness, obligations and other liabilities of the Borrower evidenced by this Note, including those Obligations arising pursuant to Section 12(d) hereof, whether now existing or hereafter arising (collectively, the “**Obligations**”), the Borrower hereby pledges and assigns to the Holder, and grants to the Holder a continuing security interest in, all real and personal property and fixtures of the Borrower, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible (the “**Collateral**”), including, without limitation, the following:

- (i) all Goods (including, without limitation, all Equipment, Fixtures and Inventory);
- (ii) As Extracted Collateral;
- (iii) all Commercial Tort Claims;
- (iv) all Accounts;
- (v) all Chattel Paper (whether tangible or electronic);
- (vi) all Instruments (including, without limitation, the equity interest of each of its Subsidiaries);
- (vii) all Investment Property;
- (viii) all Documents (as defined in the UCC);
- (ix) all Deposit Accounts, all cash, and all other property from time to time deposited therein or otherwise credited thereto and the monies and property in the possession or under the control of the Holder or any affiliate, representative, agent or correspondent of the Holder;
- (x) all Letter-of-Credit Rights;
- (xi) all General Intangibles (including, without limitation, all payment intangibles, intellectual property and licenses);
- (xii) all Supporting Obligations;
- (xiii) all real property of the Borrower;
- (xiv) all other tangible and intangible real property and personal property and fixtures of the Borrower (whether or not subject to the UCC), including, without limitation, all securities accounts, bank accounts and all cash and all investments therein, proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of the Borrower described in the preceding clauses of this Section (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by the Borrower in respect of any of the items listed above), and all books, correspondence, credit files, records, invoices and other papers, including, without limitation, all tapes, cards, software, data, computer runs and other papers and documents in the possession or under the control of the Borrower or any service company from time to time acting for the Borrower; and
- (xv) all Proceeds and products of any and all of the foregoing Collateral;

in each case howsoever the Borrower's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

(b) The Borrower hereby irrevocably constitutes and appoints the Holder as the Borrower's true and lawful attorney, with full power of substitution, at the sole cost and expense of the Borrower but for the sole benefit of the Holder, to take any action and to execute any instrument which the Holder may deem necessary or advisable to accomplish the purposes of this Note, including, without limitation, to receive, indorse and collect all instruments made payable to the Borrower representing any dividend or other distribution in respect of any of the Collateral and to give full discharge for the same; to convert the Collateral into cash, including, without limitation, completing the manufacture or processing of work in process, and the sale (either public or private) of all or any portion of the Collateral; to enforce collection of the Collateral, either in its own name or in the name of the Borrower, including, without limitation, executing releases, compromising or settling with any debtors and prosecuting, defending, compromising or releasing any action relating to the Collateral; to receive, open and dispose of all mail addressed to the Borrower and to take therefrom any remittances or proceeds of Collateral in which the Holder has a security interest; to notify post office authorities to change the address for delivery of mail addressed to the Borrower to such address as the Holder shall designate; to endorse the name of the Borrower in favor of the Holder upon any and all checks, drafts, money orders, notes, acceptances or other instruments of the same or different nature; to sign and endorse the name of the Borrower on and to receive as secured party any of the Collateral, any invoices, schedules of Collateral, freight or express receipts, or bills of lading, storage receipts, warehouse receipts, or other documents of title of the same or different nature relating to the Collateral; to sign the name of the Borrower on any notice to any debtor with respect to accounts or on verification of the Collateral; and to sign and file or record on behalf of the Borrower any financing or other statement in order to perfect or protect the Holder's security interest. The Holder shall not be obliged to do any of the acts or exercise any of the powers hereinabove authorized, but if the Holder elects to do any such act or exercise any such power, it shall not be accountable for more than it actually receives as a result of such exercise of power, and it shall not be responsible to the Borrower except for its gross negligence or willful misconduct. All powers conferred upon the Holder by this Note, being coupled with an interest, shall be irrevocable so long as any Obligation of the Borrower to the Holder shall remain unpaid.

(c) After the occurrence of an Event of Default, the Holder may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party on default under the UCC, and also may (i) take absolute control of the Collateral, including, without limitation, transfer into the Holder's name or into the name of its nominee or nominees (to the extent the Holder has not theretofore done so) and thereafter receive all payments made thereon, give all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the outright owner thereof, (ii) require the Borrower to, and the Borrower hereby agrees that it will at its expense and upon request of the Holder forthwith, assemble all or part of the Collateral as directed by the Holder and make it available to the Holder at a place or places to be designated by the Holder that is reasonably convenient to both parties, and the Holder may enter into and occupy any premises owned or leased by the Borrower where the Collateral or any part thereof is located or assembled for a reasonable period in order to effectuate the Holder's rights and remedies hereunder or under law, without obligation to the Borrower in respect of such occupation, and (iii) without notice except as specified below and without any obligation to prepare or process the Collateral for sale, (A) sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Holder's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Holder may deem commercially reasonable and/or (B) lease, license or dispose of the Collateral or any part thereof upon such terms as the Holder may deem commercially reasonable. The Borrower agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to the Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Borrower hereby waives any claims against the Holder arising by reason of the fact that the price at which the Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Obligations, even if the Holder accepts the first offer received and does not offer the Collateral to more than one offeree, and waives all rights that the Borrower may have to require that all or any part of the Collateral be marshaled upon any sale (public or private) thereof.

In the event that the proceeds of any such sale, collection, disposition or realization are insufficient to pay all amounts to which the Holder is legally entitled, the Borrower shall be liable for the deficiency, together with interest thereon at the highest rate specified herein for interest on overdue principal thereof or such other rate as shall be fixed by applicable law, together with the costs of collection and the fees, costs, expenses and other client charges of any attorneys employed by the Holder to collect such deficiency.

The Borrower hereby acknowledges that if the Holder complies with any applicable state, provincial or federal law requirements affecting any disposition of the Collateral, such compliance will not adversely affect the commercial reasonableness of any sale or other disposition of the Collateral.

(d) All certificates currently representing any Collateral shall be delivered to the Holder on or prior to the execution and delivery of this Note. All other certificates and instruments constituting Collateral from time to time shall be delivered to the Holder promptly upon the receipt thereof by or on behalf of the Borrower. All such certificates and instruments shall be held by or on behalf of the Holder pursuant hereto and shall be delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Holder. The Borrower further agrees to execute such other documents and to take such other actions as the Holder deems reasonably necessary or desirable to create and perfect the security interests intended to be created hereunder, to effect the foregoing and to permit the Holder to exercise any of its rights and remedies hereunder (including, without limitation to notify the Holder if it establishes a Deposit Account and to cause such bank to execute and deliver a control agreement with respect to any such Deposit Account in form and substance reasonably satisfactory to the Holder and/or entering into Mortgages with respect to any real property owned by the Borrower). If the Borrower shall receive, by virtue of its being or having been an owner of any Collateral, any (i) stock certificate (including, without limitation, any certificate representing a stock dividend or distribution in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, stock split, spinoff or split-off), promissory note or other instrument, (ii) option or right, whether as an addition to, substitution for, or in exchange for, any Collateral, or otherwise, (iii) dividends payable in cash or in securities or other property or (iv) dividends or other distributions in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus, the Borrower shall receive such stock certificate, promissory note, instrument, option, right, payment or distribution in trust for the benefit of the Holder, shall segregate it from the Borrower's other property and shall deliver it forthwith to the Holder in the exact form received, with any necessary endorsement and/or appropriate stock powers duly executed in blank, to be held by the Holder as Collateral and as further collateral security for the Obligations.

6. **Representations and Warranties.** The Borrower represents and warrants as follows: (a) the Borrower is duly organized, validly existing and in good standing under the laws of State of Nevada; (b) the execution, delivery and performance by the Borrower of this Note have been duly authorized by all necessary corporate action, and do not contravene (i) its organizational documents, or (ii) any law or regulation or any contractual restriction binding on or affecting the Borrower or its property; (c) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body (other than a Current Report on Form 8-K to be filed with the Securities and Exchange Commission within four business days of the issuance of this Note) is required for the due execution, delivery and performance by the Borrower of this Note; (d) this Note constitutes the legal, valid and binding obligation of the Borrower thereto, enforceable against the Borrower in accordance with its terms, except to the extent enforceability is limited by bankruptcy, insolvency, fraudulent conveyance, moratorium and other laws for the protection of creditors generally; (e) there is no pending or threatened action or proceeding affecting the Borrower before any governmental agency or arbitrator with respect to the transactions contemplated by this Note or which may materially adversely affect the operations, business, property, assets, prospects or condition (financial or otherwise) of the Borrower; (f) except as disclosed to the Holder in writing prior to the date hereof, (i) no Event of Default has occurred and is continuing and (ii) all federal, state and local tax returns and other reports required by applicable law to be filed by the Borrower have been filed, and all taxes, assessments and other governmental charges imposed upon the Borrower or any of its properties which have become due and payable on or prior to the date hereof have been paid (except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof); (g) except as is set forth on Schedule II, Part B, the Borrower has no any Indebtedness on the date hereof and except as set forth on Schedule II, Part A, there are no liens or encumbrances on the Collateral; and (h) the Borrower has disclosed to the Holder all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that individually or in the aggregate could materially adversely affect the operations, business, property, assets, prospects or condition of the Borrower.

7. **Covenants.**

(a) On or prior to the Effective Date, the Borrower shall have delivered to the Holder the Stock Pledge Agreement, duly executed by the Pledgors.

(b) As soon as available, and in any event within 3 business days after the filing date, the Borrower shall provide to the Holder copies of all reports, schedules and other instruments filed with the Securities and Exchange Commission. If requested, the Borrower will provide to Holder such other business, results of operation and financial condition information and data of the Borrower as reasonably requested by the Holder provided that the Holder covenants, to the extent such information comprises confidential information, to maintain such confidentiality (unless the Borrower is compelled in a judicial or administrative proceeding or otherwise required by law to disclose such information).

8. **Events of Default.** It shall constitute an event of default (“**Event of Default**”) if any one or more of the following shall occur for any reason:

(a) any failure to pay any installment of principal and interest on this Note pursuant to Section 4 (including any default interest as prescribed by Section 4(f)), and any failure to pay when due any other Obligation after the same shall become due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise); or

(b) any representation or warranty made by the Borrower in this Note or any instrument, certificate or agreement delivered to the Holder by the Borrower (collectively, as the “**Loan Documents**”) shall have been incorrect in any material respect when made; or

(c) the Borrower shall fail to perform or observe any term, covenant or agreement contained in any Loan Document; or

(d) The Borrower shall fail to pay any debt for borrowed money or other similar obligation or liability (“**Indebtedness**”) in an aggregate principal amount in excess of \$25,000 (excluding Indebtedness evidenced by this Note and any other existing Loan Document), or any interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness of the Borrower shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof, or the Borrower shall default in any other obligation owed to the Holder; or

(e) the Borrower shall incur any Indebtedness after the date of this Note, without the prior written consent of the Holder; or

(f) the Borrower creates, incurs, assumes or suffers to exist any Lien upon any of the Collateral, other than a Permitted Lien; or

(g) this Note or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Holder on any portion of the Collateral, as applicable.

(h) one or more judgments or orders for the payment of money exceeding any applicable insurance coverage by \$25,000 shall be rendered against the Borrower, and either

(i) enforcement proceedings shall have been commenced by any creditor upon any such judgment or order, or (ii) there shall be any period of 30 consecutive days during which a stay of enforcement of any such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(i) any provision of this Note or any other Document shall at any time for any reason be declared to be null and void by a court of competent jurisdiction, or the validity or enforceability thereof shall be contested by the Borrower or any other Person, or a proceeding shall be commenced by the Borrower or any other Person seeking to establish the invalidity or unenforceability thereof, or the Borrower shall deny that it has any liability or obligation hereunder or thereunder; or

(j) the Borrower shall (i) become insolvent or shall fail generally to pay its debts as they mature or shall apply for, shall consent to, or shall acquiesce in the appointment of a custodian, trustee or receiver for itself or for a substantial part of its property or assets; or, in the absence of such application, consent or acquiescence, a custodian, trustee or receiver shall be appointed for the Borrower or for a substantial part of the Borrower's property or assets, or the Borrower shall make an assignment for the benefit of creditors; or (ii) be the subject of any bankruptcy, reorganization, debt arrangement or other proceedings under any bankruptcy or insolvency act or law, state, federal or foreign, now or hereafter existing, which shall not have been dismissed within 30 days or an order for relief shall have been entered against the Borrower Party, as applicable; or

(k) the Borrower shall dispose of any Collateral, excluding: (i) the sale of Inventory and As Extracted Minerals in the ordinary course of business, (ii) the disposition of obsolete or worn-out equipment in the ordinary course of business, and (iii) the sale or disposition of other property or assets of the Borrower (excluding any equity interests owned by it) for cash in an aggregate amount not less than the fair market value of such property or assets, provided that the Net Cash Proceeds of such dispositions (A) in the case of clauses (ii) and (iii) above, do not exceed \$25,000 in the aggregate and (B) in all cases, are applied to the repayment of the outstanding Obligations in accordance with Section 4(d); or

(l) a Change of Control shall have occurred; or

(m) an event or development occurs which could reasonably be expected to have a material adverse effect on the operations, business, assets, property, condition (financial or otherwise) or prospects of the Borrower or the assets, property and financial condition of the Borrower.

9. **Remedies.** Upon the occurrence of an Event of Default, the Holder shall have the right to, without notice to or demand on the Borrower, to declare the outstanding principal and all accrued and unpaid interest hereunder immediately due and payable, provided, that, upon the occurrence of an Event of Default specified in Section 8(j), all amounts owing under this Note and the other Loan Documents shall immediately become due and payable. In addition to the right of acceleration, upon the occurrence of an Event of Default, the Holder shall have any and all of the rights and remedies contained in Section 5 of this Note and any other Document or that are available at law or in equity.

10. **Choice of Law; Venue; Jurisdiction; Waiver of Jury Trial**. This Note shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, including, but not limited to, the legality of the interest charged hereunder, by the statutes, laws and decisions of the State of New York without giving effect to such State's conflicts of laws principles. The Borrower hereby irrevocably consents to the exclusive venue and jurisdiction of the federal and state courts located in Texas with respect to any proceeding which may be brought in connection with the Note. The Borrower hereby expressly and irrevocably waives the right to a trial by jury in any action or proceeding arising out of this Note.

11. **[Reserved]**.

12. **Miscellaneous Provisions**.

(a) This Note may not be amended or modified, and revision hereto shall not be effective, except by an instrument in writing executed by each of the Borrower and the Holder.

(b) (i) Any notice or communication by the Borrower, on the one hand, or the Holder on the other hand, to the other is duly given if in writing and delivered in Person or mailed by first class mail (registered or certified, return receipt requested), email, or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Borrower:

International Western Petroleum, Inc.
5525 N. MacArthur Blvd, Suite 280
Irving, TX 75038
Attention: Mr. Ross Henry Ramsey

If to the Holder:

JBB Partners, Inc.
409 Terrell Court
New Iberia, LA 70563

Attention: Mr. Patrick Norris

In the case of the Holder, not constituting any form of notice, with copies to:

Golenbock Eiseman Assor Bell & Peskoe LLP
711 Third Avenue, 17th Floor
New York, NY 10017
Facsimile: (212) 754-0330
Attention: Andrew Hudders, Esq.

(ii) Either Holder or Borrower by notice to the other party may designate additional or different addresses for subsequent notices or communications.

(iii) All notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; three business days after being deposited in the mail, postage prepaid, if mailed; upon receipt, if emailed; and the next business day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

(c) Every provision of this Note is intended to be severable. In the event any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

(d) (i) The Borrower shall have paid to the Holder, on demand, all costs of enforcement and collection (including without limitation, any fees, disbursements and other charges of primary and special counsel to the Holder in connection with such enforcement and collection), whether or not any action or proceeding is brought to enforce the provisions hereof (collectively, “**Costs**”); and

(ii) The Borrower shall pay, indemnify, defend, and hold the Holder, each of its assigns and participants and each of their respective affiliates (each, an “**Indemnified Person**”) harmless (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys, experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), at any time asserted against, imposed upon, or incurred by any of them (A) in connection with or as a result of or related to the execution, delivery, enforcement, performance, or administration of this Note, any of the other Loan Documents, or the transactions contemplated hereby or thereby or the monitoring of Borrower’s compliance with the terms of the Loan Documents, and (b) with respect to any investigation, litigation, or proceeding related to this Note, any other Loan Document, or the use of the proceeds of the credit provided hereunder (irrespective of whether any Indemnified Person is a party thereto), or any act, omission, event, or circumstance in any manner related thereto (each and all of the foregoing, the “**Indemnified Liabilities**”). The foregoing notwithstanding, Borrowers shall have no obligation to any Indemnified Person under this Section 12(d) with respect to any Indemnified Liability that a court of competent jurisdiction finally determines to have resulted from the gross negligence or willful misconduct of such Indemnified Person.

(iii) This Section shall survive the termination of this Note and the repayment of the Obligations. If any Indemnified Person makes any payment to any other Indemnified Person with respect to an Indemnified Liability as to which Borrower was required to indemnify the Indemnified Person receiving such payment, the Indemnified Person making such payment is entitled to be indemnified and reimbursed by Borrower with respect thereto. **WITHOUT LIMITATION, THE FOREGOING INDEMNITY SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO INDEMNIFIED LIABILITIES WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF ANY NEGLIGENT ACT OR OMISSION OF SUCH INDEMNIFIED PERSON OR OF ANY OTHER PERSON.**

(e) No failure on the part of the Holder to exercise, and no delay in exercising, any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof by the Holder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy of the Holder.

(f) Headings at the beginning of each numbered Section of this Note are intended solely for convenience of reference and are not to be deemed or construed to be a part of this Note.

(g) This Note may not be sold, transferred or otherwise hypothecated, in whole or in part by the Borrower. Any attempted sale, transfer or hypothecation of this Note in violation of this provision shall be null and void.

(h) The Obligations of the Borrower shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrower in respect of the Obligations is rescinded or must be otherwise restored by the Holder, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and the Borrower agrees that it will indemnify the Holder on demand for all reasonable costs and expenses (including, without limitation, reasonable fees of counsel) incurred by the Holder in connection with any such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law. The provisions of this paragraph (h) shall survive the termination of this Note.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Borrower has executed this Note as of the Effective Date set forth above.

INTERNATIONAL WESTERN PETROLEUM, INC.

By:
Name:
Title:

Schedule I

Date of Payment

Principal Paid or Prepaid

Aggregate Principal Balance

Notation Made By



Schedule II

Part A: Permitted Liens

None.

Part B: Existing Indebtedness

\$50,000 note payable to Jeff Jennings, a shareholder of the Borrower.

Exhibit A

Stock Pledge Agreement

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Ross Henry Ramsey, certify that:

1. I have reviewed this quarterly report on Form 10-Q of International Western Petroleum, Inc.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

- a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly for the period in which this quarterly report is being prepared;
- b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
- c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
- d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):

- a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
- b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: July 21, 2017

By: /s/ Ross Henry Ramsey

Ross Henry Ramsey
Principal Executive Officer

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Ross Henry Ramsey, certify that:

1. I have reviewed this quarterly report on Form 10-Q of International Western Petroleum, Inc.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

- a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly for the period in which this quarterly report is being prepared;
- b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
- c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
- d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

- a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
- b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: July 21, 2017

By: /s/ Ross Henry Ramsey

Ross Henry Ramsey
Principal Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF
THE SARBANES-OXLEY ACT OF 2002**

In connection with this Quarterly Report of International Western Petroleum, Inc. (the "Company"), on Form 10-Q for the period ended May 31, 2017, as filed with the U.S. Securities and Exchange Commission on the date hereof, I, Ross Henry Ramsey, Principal Executive Officer of the Company, certify to the best of my knowledge, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) Such Quarterly Report on Form 10-Q for the period ended May 31, 2017, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in such Quarterly Report on Form 10-Q for the period ended May 31, 2017, fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 21, 2017

By: /s/ Ross Henry Ramsey

Ross Henry Ramsey
Principal Executive Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF
THE SARBANES-OXLEY ACT OF 2002**

In connection with this Quarterly Report of International Western Petroleum, Inc. (the "Company"), on Form 10-Q for the period ended May 31, 2017, as filed with the U.S. Securities and Exchange Commission on the date hereof, I, Ross Henry Ramsey, Principal Financial Officer of the Company, certify to the best of my knowledge, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) Such Quarterly Report on Form 10-Q for the period ended May 31, 2017, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in such Quarterly Report on Form 10-Q for the period ended May 31, 2017, fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 21, 2017

By: /s/ Ross Henry Ramsey

Ross Henry Ramsey
Principal Financial Officer
