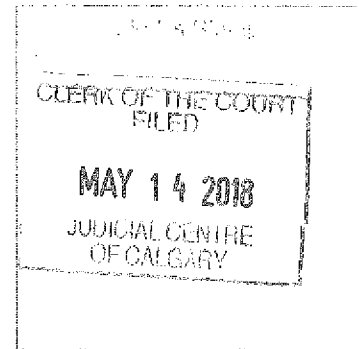


COURT FILE NUMBER 1801 - ~~08~~ 06866  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY



IN THE MATTER OF THE RECEIVERSHIP OF MUSTANG WELL SERVICES LTD., KKSER ENTERPRISES LTD., COMPLETE OILFIELD MANUFACTURING INC., REACTION OILFIELD SUPPLY (2012) LTD. and MRBD LTD.

APPLICANT ATB FINANCIAL  
RESPONDENTS MUSTANG WELL SERVICES LTD., KKSER ENTERPRISES LTD., COMPLETE OILFIELD MANUFACTURING INC., REACTION OILFIELD SUPPLY (2012) LTD. and MRBD LTD.

DOCUMENT

**AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

GOWLING WLG (CANADA) LLP  
Barristers & Solicitors  
Tom Cumming  
1600, 421 – 7th Avenue SW  
Calgary, Alberta, T2P 4K9  
Telephone: 403-298-1938  
Facsimile: 403-695-3538  
Email: tom.cumming@gowlingwlg.com

**AFFIDAVIT OF:** TRINA HOLLAND Volume 1 of 2 (Tabs A-K)

**SWORN OR AFFIRMED ON:** May 14, 2018

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I, Trina Holland, of the City of Calgary in the Province of Alberta, SWEAR AND SAY THAT:

1. I am a Director, Turnaround and Restructuring Group, at ATB Financial (“ATB”), and have been directly involved with the accounts of Mustang Well Services Ltd. (“**Mustang**”), KKSER Enterprises Ltd. (“**KKSER**”), Complete Oilfield Manufacturing Inc. (“**Complete**”, which is a successor by amalgamation of Hoedown Equipment Limited (“**Hoedown**”)) and Reaction Oilfield Supply (2012) Ltd. (“**Reaction**”, which together with Mustang, KKSER and Complete, are collectively referred to as the “**Borrowers**”),

whose indebtedness to ATB is guaranteed by MRBD Ltd. (“**MRBD**”, which, together with the Borrowers, are collectively referred to as the “**Debtors**”). I have personal knowledge of the matters and facts hereinafter sworn to, except where stated to be based on information and belief, in which case I believe the same to be true.

2. I am authorized to swear this Affidavit on behalf of ATB in its capacity as lender under the amended and restated letter loan agreement dated July 26, 2017 (the “**Commitment Letter**”) with the Borrowers as borrowers and with each of the Borrowers, MRBD, Michael Kallal (“**Kallal**”) and Royden Wideman (“**Wideman**”) as guarantors (collectively, the “**Guarantors**”), as amended by (i) a letter agreement dated August 10, 2017 (“**Amendment 1**”), (ii) a letter agreement dated October 23, 2017 (“**Amendment 2**”), (iii) a third amendment to loan agreement dated December 15, 2017 (“**Amendment 3**”) and (iv) a fourth amendment to loan agreement dated March 9, 2017 (“**Amendment 4**”). Now shown to me and marked as **Exhibits “A”** through “**E**” are true copies of the Commitment Letter, Amendment 1, Amendment 2, Amendment 3 and Amendment 4 respectively (the Commitment Letter, as amended, being the “**Loan Agreement**”).

### Summary of the Relief Sought

3. This is an application by ATB for Orders:
  - (a) appointing FTI Consulting Canada Inc. (“**FTI**”) as receiver and manager pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), section 49 of the *Law of Property Act*, R.S.A. 2000, c L-7 and section 13(2) of the *Judicature Act*, R.S.A. 2000, c J-2, without security, of all of the assets, undertakings and properties of the Debtors;
  - (b) approving a sale of certain real property of KKSRR (the “**KKSRR Sale**”) and vesting title thereto in the purchaser, free and clear of any financial encumbrances (the “**Approval and Vesting Order**”); and
  - (c) sealing a pre-filing report of FTI in connection with the KKSRR Sale.

### Overview of the Debtors’ Business

4. ATB is a financial institution that is formed under the laws of and carries on business in the Province of Alberta (“**Alberta**”).
5. Mustang, Complete, Reaction, MRBD, and KKSRR are private corporations incorporated under the laws of Alberta. Now shown to me and marked as **Exhibit “F**” are true copies the corporate registries for each of these corporations.
6. According to the information provided to me by the Debtors, Wideman and Kallal each own 50% of the voting shares in the capital of, are the directors of, and manage and control Mustang, KKSRR, MRBD, Complete and Reaction. Now shown to me and marked as **Exhibit “G**” is a true copy of the corporate organizational chart prepared in 2014 for these corporations. To the best of my information and belief, based upon

discussions with management of Mustang, the only two changes to the organization of the Debtors since the preparation of this chart are:

- (a) Michael Crawford, a former officer, transferred his 20 voting shares to Wideman and Kallal; and
  - (b) Hoedown has since amalgamated with Complete.
7. To the best of my information and belief, based upon discussions with management of the Debtors, the Debtors are servicers to the oil and gas production industry and carry out the following activities:
- (a) Mustang is the main operating entity within the group, owns and operates 12 service rigs and 2 cement units in Alberta, British Columbia and Saskatchewan Mustang;
  - (b) Complete manufactures equipment and rigs and operates a repair and maintenance shop for Mustang and certain third party clients. Approximately 43% of Complete's revenue was derived from the other Debtors;
  - (c) Reaction supplies oilfield service parts and materials to Mustang, Complete and third party customers and derived approximately 82% of its revenue from Mustang and Complete;
  - (d) KKRS holds certain real estate in Camrose on which the fabrication shops and yards of Mustang and Complete are located. It also leases the Debtors' shared office in Calgary. KKSR derived all of its revenue is derived from Mustang and Complete; and
  - (e) MRBD is an equipment holding company, owns 4 hybrid service rigs and wireline units known as innovator rigs, and derived all of its revenue from Mustang.

### The Loan Agreement

8. The Commitment Letter amended, restated and consolidated into one agreement a series of separate loan agreements between ATB and Mustang dated February 14, 2017 (the "**Original Mustang Loan Agreements**"), between ATB and Mustang dated June 25, 2014, between ATB and KKSR dated August 26, 2016, between ATB and Complete dated August 26, 2016, and between ATB and Reaction dated October 14, 2016, and restructured the credit facilities (collectively, the "**Facilities**", and each a "**Facility**") provided to the Borrowers given the significant deterioration of their businesses and financial condition as a result of the downturn in the oil and gas industry since 2015.
9. Under the Commitment Letter, ATB amended and continued the following Facilities, and made each of the Borrowers jointly and severally liable as principal debtors and co-borrowers thereunder:

- (a) a revolving demand operating credit facility in the maximum principal amount of the lesser of \$4,250,000 and the sum of 75% of good accounts receivable plus \$1,800,000 (“**Facility 1**”);
  - (b) a MasterCard facility available to certain employees of Mustang, in the maximum amount of \$100,000 (“**Facility 2**”);
  - (c) a non-revolving demand credit facility in the principal amount of \$10,635,000, under which interest only was payable until September 15, 2017, and thereafter principal payments of \$116,667 per month plus interest were required (“**Facility 3**”);
  - (d) a revolving operating demand credit facility in the maximum principal amount of \$80,000 (“**Facility 4**”);
  - (e) a non-revolving demand credit facility in the principal amount of \$1,874,276.06 (“**Facility 5**”);
  - (f) a revolving demand operating credit facility in the maximum principal amount of the lesser of \$350,000 and the sum of 75% of good accounts receivable plus 50% of inventory (“**Facility 6**”);
  - (g) a MasterCard facility available to certain employees of Complete, in the maximum amount of \$50,000 (“**Facility 7**”);
  - (h) a revolving demand operating credit facility in the maximum principal amount of the lesser of \$300,000 and the sum of 75% of good accounts receivable plus 50% of inventory (“**Facility 8**”); and
  - (i) a MasterCard facility available to certain employees of Reaction, in the maximum amount of \$50,000 (“**Facility 9**”).
10. Facilities 3 and 5 were fully drawn upon. Mustang could utilize Facility 1 to fund its operations, KKSR could utilize Facility 4 to fund its activities, Complete could utilize Facility 6 to fund its operations, and Reaction could utilize Facility 8 to fund its operations.
11. As of May 9, 2018, the aggregate indebtedness of the Borrowers under the Loan Agreement and the Guarantors under the Guarantees is \$17,520,953.05 (which, together with interest accruing thereon and the costs and expenses of ATB, is referred to as the “**Indebtedness**”).

### Security, Guarantees and Registrations

12. The Indebtedness under the Facilities was guaranteed pursuant to the following continuing guarantees:

- (a) continuing guarantee dated April 11, 2017 by MRBD of the liabilities of Mustang to ATB;
- (b) continuing guarantee dated October 15, 2013 by Mustang of the liabilities of KKSJR to ATB;
- (c) continuing guarantee dated June 24, 2014 by Mustang of the liabilities of Hoedown (now Complete) to ATB;
- (d) continuing guarantee dated June 24, 2014 by KKSJR of the liabilities of Mustang to ATB;
- (e) continuing guarantee dated August 25, 2015 by Hoedown (now Complete) of the liabilities of Mustang to ATB;
- (f) continuing guarantee dated April 11, 2017 by Reaction of the liabilities of Mustang to ATB;

(collectively, the “**Guarantees**”). Now shown to me and marked as **Exhibit “H”** are true copies of the Guarantees.

13. The Indebtedness of the Borrowers and Guarantors was secured by security interests and charges created by the following security documents (collectively, the “**Security Documents**”):
- (a) general security agreement dated March 18, 2013 under which Mustang granted a security interest over all of its present and after acquired-personal property;
  - (b) general security agreement dated October 15, 2013 under which KKSJR granted a security interest over all of its present and after-acquired personal property;
  - (c) land mortgage dated October 15, 2013 (the “**Mortgage**”) in the principal sum of \$2,800,000.00 under which KKSJR granted a mortgage and charge over the lands legally described as (i) Plan 9922651, Lot 3, excepting thereout all mines and minerals, having an area of 1.62 hectares (4 acres) more or less; and (ii) Plan 1323928, Block 1, Lot 9 (“**Lot 9**”), excepting thereout all mines and minerals, having an area of 2.44 hectares (6.03 acres) more or less (collectively, the “**KKSJR Lands**”);
  - (d) general assignment of leases and rents dated October 15, 2013 (the “**GALR**”) by KKSJR, assigning to ATB all rights to leases and rents arising from the KKSJR Lands;
  - (e) general security agreement dated June 24, 2014 under which Hoedown (now Complete) granted a security interest over all of its present and after-acquired personal property;

- (f) general security agreement dated April 30, 2015 under which Reaction granted a security interest over all of its present and after-acquired personal property; and
- (g) general security agreement dated April 11, 2017 under which MRBD granted a security interest over all of its present and after-acquired personal property and a floating charge over all of its lands,

(the general security agreements being collectively referred to as the "GSAs"). Now shown to me and marked as **Exhibit "I"** are true copies of the Security Documents.

14. ATB perfected the security interests created by the GSAs under the *Personal Property Security Act* of Alberta (the "**APPSA**"), the *Personal Property Security Act* of British Columbia (the "**BC PPSA**") and the *Personal Property Security Act* Saskatchewan (the "**SPPSA**") (to the extent that it had activities in those jurisdictions) as follows:
- (a) against the Mustang, as evidenced by search results under the APPSA, the BC PPSA and the SPPSA. Now shown to me and marked as **Exhibits "J", "K" and "L"** respectively are true copies of these search results;
  - (b) against Complete, as evidenced by search results under the APPSA, the BC PPSA and the SPPSA. Now shown to me and marked as **Exhibits "M", "N" and "O"** are true copies of these search results;
  - (c) against MRBD, as evidenced by search results under the APPSA, the BC PPSA and the SPPSA. Now shown to me and marked as **Exhibits "P", "Q" and "R"** are true copies of these search results;
  - (d) against Reaction, as evidenced by search results under the APPSA, the BC PPSA and the SPPSA. Now shown to me and marked as **Exhibits "S", "T" and "U"** are true copies of these search results; and
  - (e) against KKSRL, as evidenced by search results under the APPSA, the BC PPSA and the SPPSA. Now shown to me and marked as **Exhibits "V", "W" and "X"** are true copies of these search results.
15. The Mortgage and GALR were registered against title to the KKSRL Lands on October 22, 2013 by instrument numbers 132 341 378 and 132 341 379 respectively. Now shown to me and marked as **Exhibit "Y"** is a true copy of the certificates of title from the South Alberta Land Titles Office in respect of the KKSRL Lands obtained on May 10, 2018.

### **Other Secured Creditors**

16. *Security against Mustang.* Based upon the search results under the APPSA, BC PPSA and SPPSA, the only parties other than ATB that have registered security interests against Mustang are as follows:
- (a) in Alberta under the APPSA:

- (i) Brightsand Holdings Ltd. ("**Brightsand**"), which has registrations against specific serial number goods of Mustang listed in those registrations;
  - (ii) CWB NL Financial Inc. ("**CWB**"), which has a registration against specific serial number goods of Mustang listed therein;
  - (iii) Element Financial Corporation ("**Element**"), which has a registration in respect of certain personal property leased by Element to Mustang, a registration describing a general security agreement as collateral, and registration against serial number goods of Mustang listed therein;
  - (iv) BDC Capital Inc. ("**BDC**"), which has a registration against specific serial number goods of Mustang and all of Mustang's present and after-acquired personal property;
  - (v) Haymax Energy Inc. ("**Haymax**") and McPhedran Consulting Inc. ("**McPhedran**"), which have a registration against specific serial number goods of Mustang listed therein, registered after ATB;
  - (vi) National Leasing Group Inc. ("**National**"), which has multiple registrations against Mustang relating to industrial and manufacturing equipment, lab testing equipment, computer equipment, software, furniture, telephone systems, shelving systems, connectors and other equipment leased by National to Mustang;
  - (vii) Sterling Crane Procrane Inc. ("**Sterling**"), which has a registration against all of Mustang's present and after acquired personal and real property, but registered after ATB registered its security interest;
  - (viii) Albers Family Holding Corporation ("**Albers**"), which has a registration against serial number goods listed therein, but registered after ATB registered its security interest;
  - (ix) Coil Works Inc. ("**Coil**"), which has a registration is against specific equipment described therein, but registered after ATB registered its security interest; and
  - (x) Diamond International Trucks Ltd. ("**Diamond**"), which has registered a garage keeper's lien against a serial number good identified therein;
- (b) in Saskatchewan under the SPPSA:
- (i) GE Canada Equipment Financing G.P. ("**GECEF**"), which had two registrations against various assets of Mustang, and which management of Mustang advises me relates to indebtedness that has been repaid in full;
  - (ii) GECEF, GE Canada Leasing Services Company, GE Canada Asset Financing Holding Company, GE Technology Finance, GE VFS Canada

Limited Partnership and GE Capital Canada Equipment Financing & Leasing Company, which have a registration against all of Mustang's present and after acquired personal property, and which management of Mustang advises me relates to indebtedness that has been repaid in full; and

(iii) National, which has a registrations equivalent to those summarized in paragraph 16(a)(vi);

(c) in British Columbia under the BC PPSA:

(i) GECEF, which is substantially the same as the registrations equivalent to those referred to in paragraph 16(b)(i) above and which management of Mustang has advised me relates to indebtedness that has been repaid in full; and

(ii) GECEF, GE Canada Leasing Services Company, GE Canada Asset Financing Holding Company, GE Technology Finance, GE VFS Canada Limited Partnership and GE Capital Canada Equipment Financing & Leasing Company, which have a registration equivalent to that described in paragraph 16(b)(ii) and which management of Mustang has advised me relates to indebtedness that has been repaid in full.

17. *Security against Complete.* Based upon the search results under the APPSA, BC PPSA and SPPSA, the only parties other than ATB that have registered security interests against Complete are as follows:

(a) in Alberta under the APPSA is BDC, which has a registration against specific serial number goods of Complete and all of Complete's present and after-acquired personal property;

(b) in Saskatchewan under the SPPSA, there are no other registrations other than those made by ATB;

(c) in British Columbia under the BC PPSA, there are no other registrations other than those made by ATB.

18. *Security against Reaction.* Based upon the search results under the APPSA, BC PPSA and SPPSA, the only parties other than ATB that have registered security interests against Reaction are as follows:

(a) in Alberta under the APPSA

(i) BDC, which has a registration against specific serial number goods of Reaction and all of Reaction's present and after-acquired personal property; and



- (ii) National, which also registered the registrations referred to in paragraph 16(a)(vi) against Reaction;
  - (b) in Saskatchewan under the SPPSA, there are no other registrations other than those made by ATB; and
  - (c) in British Columbia under the BC PPSA, there are no registrations.
19. *Security against MRBD.* Based upon the search results under the APPSA, BC PPSA and SPPSA, the only parties other than ATB that have registered security interests against MRBD are as follows:
- (a) in Alberta under the APPSA is BDC, which has a registration against specific serial number goods of MRBD and all of MRBD's present and after-acquired personal property;
  - (b) in Saskatchewan under the SPPSA:
    - (i) GECEF, which secures indebtedness that management of MRBD has informed me has been repaid in full; and
    - (ii) GECEF, GE Canada Leasing Services Company, GE Canada Asset Financing Holding Company, GE Technology Finance, GE VFS Canada Limited Partnership and GE Capital Canada Equipment Financing & Leasing Company, which relates to indebtedness that management of MRBD has informed me has been repaid in full;
  - (c) in British Columbia under the BC PPSA:
    - (i) GECEF, which secures indebtedness that management of MRBD has informed me has been repaid in full; and
    - (ii) GECEF, GE Canada Leasing Services Company, GE Canada Asset Financing Holding Company, GE Technology Finance, GE VFS Canada Limited Partnership and GE Capital Canada Equipment Financing & Leasing Company, which relates to indebtedness that management of MRBD has informed me has been repaid in full.
20. *Security against KKSR.* Based upon the search results under the APPSA, BC PPSA and SPPSA, the only parties other than ATB that have registered security interests against KKSR are as follows:
- (a) in Alberta under the APPSA is BDC, which has a registration against KKSR's present and after-acquired personal property;
  - (b) in Saskatchewan under the SPPSA, there are no other registrations other than those made by ATB; and

- (c) in British Columbia under the BC PPSA, there are no other registrations other than those made by ATB.
21. I am informed by ATB's counsel that based on the search results described in paragraphs 16 to 20, ATB has prior ranking general security against the personal property of the Debtors, including many of the Debtors' serial number goods, but other secured parties may have prior ranking security interests in specific serial number goods.
22. Pursuant to a standstill, priority and subordination agreement dated May 11, 2016 between Mustang, KKSJR, MRBD, Complete and Reaction as borrowers, ATB and BDC, it was agreed that the security in favour of BDC was subordinate to the security in favour of ATB with respect to all present and after acquired personal property other than intellectual property and insurance proceeds on the lives of Wideman and Kallal, and the security in favour of ATB was subordinate to the security in favour of BDC with respect to intellectual property and such insurance proceeds.
23. I am advised by counsel that based on the registrations made by the secured parties described above, ATB has first ranking general security as against Mustang, but certain of the other secured parties may have priority with respect to specific assets and serial number goods.

#### **Financial Deterioration of the Debtors**

24. The business and financial condition of the Debtors has been severely impacted by the prolonged downturn in the oil and gas markets since 2014 and has not recovered. This was reflected in significant declines in the utilization of their rigs, their revenues and their cash flows between 2014 and 2017, resulting in significant net losses in 2015 and 2017.
25. Management of the Debtors responded to the downturn and to price reductions by their competitors by reducing their costs. Notwithstanding these cost reductions and a favourable utilization rate relative to industry averages, their cost structure has continued to be higher than their competitors.
26. In early 2017, the Debtors continued to suffer serious cashflow shortfalls and therefore requested that ATB permit Mustang to draw up to \$1,800,000 in excess of its borrowing base margin, and to pay interest only under Facility 3 until September 15, 2017. ATB agreed to those changes and incorporated them into the Commitment Letter in early July of 2017.
27. In late July of 2017, the Debtors again approached ATB to request a temporary increase in the maximum principal amount available under Facility 1 from \$4,250,000 to \$4,750,000. This change was included in Amendment 1 on August 10, 2017.
28. Mustang was unable to reduce the amount outstanding under Facility 1 within the new limit therefore on October 23, 2017, ATB and the Debtors entered into Amendment 2. Under Amendment 2, the \$1,800,000 bulge in Facility 1 was transferred to Facility 3 and the Debtors agreed that the maximum principal amount available under Facility 1 would be reduced to \$2,950,000 until December 15, 2017, whereupon it would further reduce to

\$2,450,000. Mustang's obligation to make monthly principal payments under Facility 3 of \$116,667 was confirmed, with a lump sum payment of \$4,730,000 on March 31, 2018. The Debtors were also required to take steps to sell their property and assets in order to permit the paydown of the Indebtedness.

29. In December of 2017, management of the Debtors again requested an increase in the maximum amount available under Facility 1 from \$2,950,000 to \$3,600,000, which increase would continue until March 5, 2018, whereupon it was to reduce to \$2,450,000. ATB agreed to this change and it was incorporated into Amendment 3.
30. In late February of 2018, management advised ATB that they would be unable to reduce the amount outstanding under Facility 1 on March 5, 2018 to be within the \$2,450,000 limit. ATB agreed on March 9, 2018 in Amendment 4 to increase the maximum limit \$4,750,000 until April 2, 2018, reducing to \$4,500,000 until April 23, 2018, further reducing to \$2,450,000 until April 30, 2018, and further reducing to \$2,450,000 thereafter. The Debtors were also required to retain a financial advisor to establish and run a sale process (the "**Sale Process**") under which a data room was to be created by March 23, 2018, non-definitive expressions of interest were due on April 13, 2018, non-definitive letters of intent were due on or before May 11, 2018, and definitive agreements were due May 25, 2018, to be closed by no later than June 30, 2018.
31. In the period since March 9, 2018, the accounts receivable of Mustang have deteriorated such that the current amount outstanding under Facility 1 exceeds the 75% of good accounts receivable by approximately \$1,700,000.
32. At the end of April, 2018, management of the Borrowers requested ATB to amend the Loan Agreement again to increase the maximum limit on Facility 1 to \$4,200,000. ATB was unwilling to agree to yet another increase.
33. As of May 9, 2018,
  - (a) the principal amount outstanding under Facility 1 was \$3,250,000, which exceeded the maximum limit of \$2,450,000 by \$800,000, and as a result of a precipitous decline in the accounts receivable of Mustang, exceed the 75% margin by \$1,700,000, as a result of which Mustang has no ability to make further draws to fund its operations;
  - (b) Facility 3 was not reduced by a lump sum payment of \$4,730,000 on March 31, 2018;
  - (c) the principal amount outstanding under Facility 6 was \$350,000 and therefore Complete has no ability to make further draws to fund its operations;
  - (d) the capital expenditures of Mustang for the fiscal year ending December 31, 2017 were \$672,910, whereas under section 11(b) of the Loan Agreement, the Borrowers and Guarantors covenanted and agreed that Mustang would not expend more than \$650,000 in any fiscal year on capital expenditures; and

- (e) on December 31, 2017, the actual EBITDA (as defined in the Loan Agreement) was \$2,189,742 and the forecast EBITDA was \$2,750,000, which actual EBITDA was approximately 79.6% of the forecasted EBITDA, whereas under section 11(c) of the Loan Agreement, the Borrowers and Guarantors covenanted and agreed that Mustang would not permit actual EBITDA to fall below 85% of forecasted EBITDA on a year to date basis.
34. The limits on the amounts outstanding under Facilities 1 and 6 have been exceeded and Mustang's working capital has been significantly reduced because of the onset of Spring break up, where new accounts receivable are typically limited.
35. Mustang engaged Sageworth Partners Inc. ("**Sageworth**") by letter agreement dated February 26, 2018 to act as its financial advisor in connection with the Sale Process. Sageworth is a boutique firm which provides consultation and marketing services in relation to sale processes for mid-market businesses. Mustang directed Sageworth to keep ATB up-to-date with respect to the progress of the Sale Process. According to information provided to me by Sageworth, Sageworth sent sales packages to 79 parties that were in the Debtors' industry. Sageworth received seven (7) expressions of interest, of which only one was on a going concern basis. Sageworth has informed me that the one going concern expression of interest has been withdrawn. None of the remaining expressions of interest, were they to become definitive agreements of purchase and sale which were completed, would generate proceeds sufficient to repay the Indebtedness.
36. Based on my discussions with management of the Debtors, the Debtors currently has 6 employees in its office and 25 contractor workers in the field, whereas in January of 2018, Mustang had approximately 25 employees and 80 contractors in the field. All or substantially all of these employees and contractors are or were employed or contracted by Mustang. Mustang is now operating only one rig and the Debtors' operations are at a minimum. There is a payroll of approximately \$150,000 due on May 21, 2018 and they do not have sufficient funds to pay it.
37. The Debtors also owe municipal realty taxes to Camrose County which appear to rank in priority to the security interests and charges created by the Security Documents. In particular as of May 7, 2018, KKSR was \$111,261.42 in arrears of payment of municipal taxes to Camrose County in respect of KKSR lands, and a tax recovery notice was filed against title thereto by Camrose County, indicating that if arrears were not paid within a year, Camrose County would offer the KKSR lands for sale at public auction in order to recover the tax arrears. Neither Mustang, KKSR nor the other Debtors have funding available to them with which to pay these arrears and as a result the security position of ATB is declining.

#### **Demand and Application to appoint Receiver**

38. The Facilities remain due and payable on demand by ATB. Given the continuing deterioration in the financial position of the Debtors, the absence of potential transactions arising from the Sale Process that could result in the repayment of the Indebtedness, and the deteriorating security position of ATB, ATB is not willing to continue to fund the

operations of the Debtors or to forbear from enforcing its rights and remedies under the Loan Agreement and the Security Documents.

39. By letter dated May 10, 2018, ATB issued a letter to the Debtors demanding repayment in full of the Indebtedness and terminating the Facilities (the "**Demand Letter**") together with a notice of intention to enforce security under section 244(1) of the BIA (the "**244 Notice**"). Attached hereto and marked as **Exhibits "Z"** and "**AA**" are copies of the Demand Letter and the 244 Notice.
40. On May 12, 2018, after receipt of the Demand Letter and 244 Notice, the Debtors signed a consent to the immediate enforcement of the security interests created by the Security Documents, notwithstanding that the ten (10) day notice period under section 244 of the BIA had not yet expired. Attached to this Affidavit as **Exhibit "BB"** is a true copy of the consent of the Debtors.
41. ATB is applying for the appointment of FTI as receiver because:
  - (a) ATB has made demand for repayment in full of the Indebtedness and the Debtors have no prospect of repaying or refinancing the Indebtedness or for that matter any other obligations of the Debtors;
  - (b) there is no realistic restructuring or reorganization transaction for any of the Debtors that would result in them being financially viable;
  - (c) the Debtors have no access to liquidity and are therefore unable to continue as viable businesses, which creates significant risk to ATB's security position and materially prejudices ATB and other creditors of the Debtors;
  - (d) there have been no expressions of interest in the Sale Process that would result in the Indebtedness being repaid;
  - (e) a receiver would stabilize the situation and would secure the Debtors' assets;
  - (f) there are multiple secured parties with potentially conflicting interests and therefore a receiver is appropriate to avoid the chaos and disorder inherent in a piecemeal liquidation by each of the secured parties; and
  - (g) the sale or liquidation of the Debtors' property by a receiver is more likely to maximize the proceeds of realization, to the benefit of all creditors and stakeholders, and determine their respective interests in those proceeds.
42. FTI has consented to act as receiver of the assets, undertakings and properties of the Debtors. Now shown to me and marked as **Exhibit "CC"** is a copy of FTI's consent to act as receiver.



This is **Exhibit "A"** referred to in the Affidavit of  
Trina Holland, Sworn before me this 14th day of May 2018



---

A Commissioner for Oaths in and for the Province of Alberta

**Anthony Mersich**  
**Barrister and Solicitor**

ATB Corporate Financial Services  
Suite 600, 585 8<sup>th</sup> Avenue SW  
Calgary, AB T2P 1G1  
Phone: 403-731-3083

July 26, 2017

Mustang Well Services Ltd.  
KKSR Enterprises Ltd.  
Complete Oilfield Manufacturing Inc.  
Reaction Oilfield Supply (2012) Ltd.  
c/o PO Box 1467  
Camrose, AB. T4V 1X4

*Attn: Royden Wideman or Michael Kallal*

Dear Sirs:

Alberta Treasury Branches (the "**Lender**") has approved the continuance of certain financial assistance on the terms and conditions in the attached Commitment Letter and accompanying schedules (the "**Agreement**"). Effective as at the Effective Time (as defined herein), this agreement amends and restates:

- (a) the commitment letter dated February 15, 2017 between Mustang Well Services Ltd. ("**Mustang**"), as borrower, and the Lender, as lender (as amended, restated, replaced, supplemented or otherwise modified, the "**Existing Mustang Commitment Letter**");
- (b) the equipment loan agreement dated June 25, 2014 between Mustang, as borrower, and the Lender, as lender (as amended, restated, replaced, supplemented or otherwise modified, the "**Existing Mustang Equipment Loan Agreement**");
- (c) the commitment letter dated August 26, 2016 between KKSR Enterprises Ltd. ("**KKSR**"), as borrower, and the Lender, as lender (as amended, restated, replaced, supplemented or otherwise modified, the "**Existing KKSR Commitment Letter**");
- (d) the commitment letter dated August 26, 2016 between Complete Oilfield Manufacturing Inc. ("**Complete**"), as borrower, and the Lender, as lender (as amended, restated, replaced, supplemented or otherwise modified, the "**Existing Complete Commitment Letter**"); and
- (e) the business loan credit agreement dated October 14, 2016 between Reaction Oilfield Supply (2012) Ltd. ("**Reaction**"), as borrower, and the Lender, as lender (as amended, restated, replaced, supplemented or otherwise modified, the "**Existing Reaction Loan Agreement**"),

(collectively, the "**Existing Credit Agreements**"). As of the Effective Time, any Indebtedness outstanding under the Existing Credit Agreements is deemed to be Indebtedness hereunder and all security provided for such Indebtedness is confirmed.

Mustang, KKSR, Complete and Reaction (collectively, the "**Borrowers**" and each individually a "**Borrower**") may accept our offer by returning the enclosed duplicate of this letter, signed as indicated




below, by 4:00 p.m. on or before July 28, 2017 or our offer will automatically expire. We reserve the right to cancel our offer at any time prior to acceptance.

Thank you for your continued business.

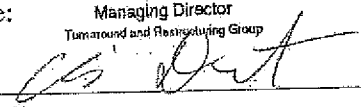
Yours truly,

**ALBERTA TREASURY BRANCHES**

Per: \_\_\_\_\_

  
Name: Alex Corbett, CA, CFP®, CBV  
Title: Managing Director  
Turnaround and Restructuring Group

Per: \_\_\_\_\_

  
Name: Chris Dumont  
Title: Associate Director

Encl.

ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned, in their capacity as a Guarantor of the Borrowers, acknowledges and agrees to the terms of this Agreement as of this 27 day of July, 2017, and acknowledges that the Lender has made no representation or warranty of any kind as to the realization on the undersigned's guarantee (or any collateral security thereunder) other than as expressly set forth in this Agreement and that such guarantee is confirmed. Each of the undersigned further acknowledges that this Agreement and the documents referred to in this Agreement may be amended, supplemented, restated, modified or renewed without the undersigned's consent and without reducing, restricting, or otherwise limiting the undersigned's liability in any way.

GUARANTORS

MUSTANG WELL SERVICES LTD.

Per: [Signature]
Name: Royden Wideman
Title: President

Per:
Name:
Title:

COMPLETE OILFIELD MANUFACTURING INC.

Per: [Signature]
Name: Royden Wideman
Title: President

Per:
Name:
Title:

MIRBD LTD.

Per: [Signature]
Name: Royden Wideman
Title: President

Per:
Name:
Title:

KKSIR ENTERPRISES LTD.

Per: [Signature]
Name: Royden Wideman
Title: President

Per:
Name:
Title:

REACTION OILFIELD SUPPLY (2012) LTD.

Per: [Signature]
Name: MICHAEL CRAWFORD
Title: Director

Per:
Name:
Title:

WITNESS

WITNESS

MICHAEL KALLAL

ROYDEN WIDEMAN

Accepted this 27 day of July, 2017.

**BORROWERS**

**MUSTANG WELL SERVICES LTD.**

Per: [Signature]  
Name: **Royden Wideman**  
Title: **President**

Per: \_\_\_\_\_  
Name:  
Title:

**COMPLETE OILFIELD  
MANUFACTURING INC.**

Per: [Signature]  
Name: **Royden Wideman**  
Title: **President**

Per: \_\_\_\_\_  
Name:  
Title:

**KKSR ENTERPRISES LTD.**

Per: [Signature]  
Name: **Royden Wideman**  
Title: **President**

Per: \_\_\_\_\_  
Name:  
Title:

**REACTION OILFIELD SUPPLY  
(2012) LTD.**

Per: [Signature]  
Name: **MICHAEL CRAWFORD**  
Title: **DIRECTOR**

Per: \_\_\_\_\_  
Name:  
Title:

## COMMITMENT LETTER

**LENDER:** Alberta Treasury Branches

**BORROWERS:** Mustang Well Services Ltd.  
KKSr Enterprises Ltd.  
Complete Oilfield Manufacturing Inc.  
Reaction Oilfield Supply (2012) Ltd.

**GUARANTORS:** Mustang Well Services Ltd.  
KKSr Enterprises Ltd.  
Complete Oilfield Manufacturing Inc.  
Reaction Oilfield Supply (2012) Ltd.  
MRBD Ltd. ("MRBD")  
Michael Kallal ("Michael")  
Royden Wideman ("Royden")

### 1. CONSOLIDATION OF THE EXISTING CREDIT AGREEMENTS AND MILESTONES

- (a) Amendment and Restatement. This Agreement amends, restates and replaces each of the Existing Credit Agreements, and together with the Loan Documents, constitutes the entire agreement between the Lender, the Borrowers and Guarantors pertaining to the subject matter of this Agreement and the other Loan Documents and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of such parties, express or implied, in connection with the subject matter of this Agreement and the other Loan Documents. Neither the Borrowers nor any Guarantor have been induced to enter into this Agreement or the other Loan Documents in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement or the other Loan Documents.
- (b) Nature of Indebtedness under the Credit Facilities. Notwithstanding that Borrowings under each Credit Facility are made to the Borrower specified in section 2, the Indebtedness of the Borrowers under the Credit Facilities, and of the Guarantors in respect of the Credit Facilities, shall be joint and several, and each Borrower hereby assumes each of the Credit Facilities in favour of each other Borrower, provided that only the Borrower identified with a particular Credit Facility in section 2 shall be entitled to draw Borrowings thereunder where such Credit Facility has not been fully advanced. For greater certainty, all Security Documents provided by the Loan Parties shall secure all Indebtedness under all of the Credit Facilities.
- (c) Acknowledgements and Confirmations. Each of the Loan Parties acknowledges and confirm to the Lender the following, and confirm that the Lender is relying upon such confirmations in entering into this Agreement:
- i) No default or Event of Default has occurred and is continuing, other than the failure of KKSr to repay Credit Facility #5 on May 31, 2017;
  - ii) No Loan Party has any valid claim for set-off, counter-claim, damages or other defence on any basis whatsoever against the Lender and if there are any such claims, then they hereby expressly waives and releases them;

- iii) Each Loan Document is hereby ratified and constitutes legal, valid and binding obligations of the Loan Party a party thereto, enforceable against it in accordance with its terms;
  - iv) All previously delivered Loan Documents and all covenants, terms and provisions thereof, except as expressly amended and supplemented by, or pursuant to, this Agreement, are hereby ratified by the Loan Parties and shall be and continue to be in full force and effect. Each existing Loan Document is hereby ratified and confirmed by the Loan Parties and shall from and after the date hereof continue in full force and effect;
  - v) all existing Security Documents continue to secure any or all Indebtedness of the Borrowers to the Lender under this Agreement; and
  - vi) the Lender is and will be entitled to the rights, remedies and benefits provided for in the Loan Documents and under Applicable Law.
- (d) Waiver. The Lender has not waived, and is not by this Agreement or the implementation of this Agreement waiving, any Event of Default, and the Lender has not agreed to forbear with respect to any of its rights or remedies concerning any Event of Default other than to the extent expressly set out in this Agreement. No delay on the part of the Lender in exercising such rights or remedies will be construed as a waiver of those rights or remedies
- (e) Milestones. The Loan Parties covenant and agree with the Lender as follows:
- i) upon the occurrence of an Event of Default, the Lender may require by notice in writing to the Borrowers that the Loan Parties commence a strategic sale and investment process (the "**Sale Process**"), supervised by the Monitor, to sell the property and assets of some or all of the Loan Parties, or to solicit investment by way of equity or debt in some or all of the Loan Parties, on terms and subject to time lines acceptable to the Lender in its absolute discretion;
  - ii) by August 1, 2017, the Loan Parties shall have delivered or caused to have delivered to the Lender evidence that the contractor payments to Royden Wideman and Michael Kallal, equivalent to \$220,000 each per year, have ceased, and have been replaced with redemptions of shareholder loans in an amount not to exceed \$15,583 each per month, with the effect that the aggregate amounts paid by the Loan Parties to them being reduced on an annual basis by 15% per annum;
  - iii) promptly on request by the Lender, Mustang, as Borrower under Credit Facility #1, shall furnish to the Lender, as soon as available and in any event within one (1) Business Day after the 15<sup>th</sup> and last day of each month, a rolling 13 week cash flow forecast (the "**Rolling Cash Flow Forecast**"), which shall include an estimate of weekly working capital balances (including cash, trade and other accounts receivable, inventory and accounts payable) and forecasted Borrowing Base in respect of Credit Facility #1 and the Borrowings under Credit Facility #1, together with, in the case of the Rolling Cash Flow Forecasts delivered subsequent to the initial Rolling Cash Flow Forecast, including a cash flow report for the prior two weeks and an updated cash flow forecast rolling forward the

Rolling Cash Flow Forecast for the 13 weeks following, together with a detailed explanation of any material variances between actual and the last Rolling Cash Flow Forecast provided to the Lender;

- iv) the Borrowers shall furnish to the Lender, as soon as available and in any event by no later than July 31, 2017, an equipment listing for all equipment assets of each Loan Party with a net book value equal to or exceeding \$100,000, such listing to include serial number, make, model and year information for each such asset and to detail any existing Encumbrances against such asset, together with any additional information as required by the Lender to effect specific Security Interest registrations against such assets;
  
- v) the Borrowers shall furnish to the Lender, as soon as available and in any event by no later than August 31, 2017, an appraisal report, prepared by an appraiser and in accordance with standards that are satisfactory to the Lender, confirming the aggregate fair market value of the following real property, together with a reliance letter in respect thereof addressed to the Lender (the "KKSr Appraisal"):
  - a) PLAN 9922651  
LOT 3  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.62 HECTARES (4 ACRES) MORE OR LESS  
  
- and -
  - b) PLAN 1323928  
BLOCK 1  
LOT 9  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 2.44 HECTARES (6.03 ACRES) MORE OR LESS
  
- (f) Monitor. Upon the occurrence of an Event of Default, the Lender in its sole discretion may appoint FTI Consulting Canada Inc., or another national accounting or restructuring firm acceptable to the Lender (the "Monitor"), to act as a consultant to the Lender and as a financial monitor of the Loan Parties in order to investigate, assess and report upon the financial position of the Loan Parties, the Rolling Cash Flow Forecast, the terms and sufficiency of any proposed recapitalization or restructuring transaction, to monitor the Sale Process, and to carry out such other duties as otherwise agreed between the Monitor and the Lender (in the sole discretion of the Lender), on terms and having a mandate that is acceptable to the Lender, and at the sole cost of the Borrowers. The Loan Parties hereby (i) consent to such appointment, (ii) covenant and agree to (1) cooperate fully with the Monitor firm, (2) execute such retention documentation as required by the Monitor, and (3) provide the Monitor with full access to all books, records and personnel of the Loan Parties, including senior management, and (iii) consent to FTI Consulting Canada Inc. or such other firm acting as Monitor to acting as a receiver or receiver and manager of the property and assets of the Loan Parties or a monitor in any restructuring proceedings of the Loan Parties, and waives any claim of conflict of interest in respect thereof.

2. AMOUNTS AND TYPES OF CREDIT FACILITIES (EACH REFERRED TO AS A "CREDIT FACILITY", AND COLLECTIVELY, THE "CREDIT FACILITIES")

(a) Credit Facility #1 – Mustang Operating Credit Facility (Revolving) — \$4,250,000.00

- Credit Facility #1 is a revolving Credit Facility. Borrowings under Credit Facility #1 shall only be available to Mustang.
- Borrowings under Credit Facility #1 are available by way of Prime-based loans.
- Interest on amounts outstanding under Credit Facility #1 will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime plus 3.00% per annum and will be payable on the last day of each month.
- The purpose of Credit Facility #1 is to fund the seasonal operations of Mustang.
- Borrowings under Credit Facility #1 will be limited to the amount (the "Facility #1 Margin Limit") equal to the lesser of:
  - the maximum principal amount permitted to be outstanding under Credit Facility #1, which maximum principal amount shall be no greater than \$4,250,000; or
  - 75% of Good Accounts Receivable of Mustang plus \$1,800,000.00.

Mustang's computer listing of accounts receivables will be converted to the Lender's aging calculations as outlined below:

|                                   |                                  |
|-----------------------------------|----------------------------------|
| Customer's Computer Listing Sorts | Recap receivables on Form 7250 - |
| Receivables                       | Margin Control as follows        |
| Current                           | Current (1-30 days)              |
| 1 - 30 days                       | 31 - 60 days                     |
| 31 -60 days                       | 61 -90 days                      |
| 61 - 90 days                      | Over 90 days                     |
| Over 90 days                      |                                  |

- The Indebtedness under Credit Facility #1 may be prepaid in whole or in part at any time without penalty.
- Mustang may borrow, repay and reborrow up to the Credit Facility #1 Margin Limit, but the Indebtedness outstanding under Credit Facility #1 shall not at any time exceed the Credit Facility #1 Margin Limit.
- The Indebtedness under Credit Facility #1 is repayable in full on demand by the Lender.
- If at any time the Borrowings under Credit Facility #1 exceed the Facility #1 Margin Limit (such excess being referred to as the "Credit Facility #1 Excess Amount"), then Mustang shall immediately pay to the Lender an amount equal to the Credit Facility #1 Excess Amount, to be applied as prepayment of Credit Facility #1.

(b) **Credit Facility #2 – Mustang Alberta BusinessCard MasterCard - \$100,000.00**

- Borrowings under Credit Facility #2 shall only be available only to Mustang.
- The maximum Indebtedness under Credit Facility #2 shall not exceed \$100,000.
- Interest on amounts outstanding under Credit Facility #2 will be calculated from the date or dates funds are advanced at 5.35% per annum, and will be payable on the last day of each month.
- Repayments under Credit Facility #2 shall be in a minimum monthly amount equal to 3.00% of the outstanding Indebtedness thereunder, payable on the last day of each month.
- Other terms and conditions applicable to Credit Facility #2 are outlined in the ATB Financial MasterCard cardholder agreement in effect from time to time.

(c) **Credit Facility #3 – Mustang Non-Revolver, Reducing Credit Facility – \$10,635,000.00**

- Credit Facility #3 is a non-revolving Credit Facility, available by way of one Borrowing. Borrowings thereunder are only be available to Mustang.
- Credit Facility #3 was fully advanced as of June 25, 2014 by way of Prime-based loans.
- Interest on amounts outstanding under Credit Facility #3 will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime plus 3.35% per annum.
- Indebtedness under Credit Facility #3 may be prepaid in whole or in part at any time without penalty.
- The purpose of Credit Facility #3 was to finance equipment.
- The Indebtedness under Credit Facility #3 is payable in full on demand by the Lender.
- Mustang shall make the following payments under Credit Facility #3: (a) until September 15, 2017, Mustang shall pay to the Lender interest only on the 15<sup>th</sup> day of each month; and (b), on September 15, 2017, and on the 15<sup>th</sup> day of each month thereafter, Mustang shall make principal payments, based upon the amortization period referred to below, in the amount of \$116,667.00, plus accrued interest. Notwithstanding the provision for principal and interest payments, the unpaid balance of Indebtedness owing under Credit Facility #3 shall be due and payable in full on demand by the Lender. Payment amounts are subject to adjustment on notice to Mustang to ensure amortization period of 91 months is maintained. For greater certainty, principal amounts repaid that have been repaid to the Lender may not be reborrowed.

(d) **Credit Facility #4 – KKSr Operating Credit Facility (Revolving) – \$80,000.00**

- Credit Facility #4 is a revolving Credit Facility. Borrowings under Credit Facility #4 are available only to KKSr.



- Borrowings under Credit Facility #4 are available by way of Prime-based loans.
- Interest on amounts outstanding under Credit Facility #4 will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime plus 2.75% per annum and will be payable on the last day of each month.
- The purpose of Credit Facility #4 is used for operating expenses of KKSR.
- The Indebtedness under Credit Facility #4 may be prepaid in whole or in part at any time without penalty.
- KKSR may borrow, repay and reborrow under Credit Facility #4, provided that the aggregate amount of outstanding Borrowings shall not exceed \$80,000.
- The Indebtedness under Credit Facility #4 is repayable in full on demand by the Lender.
- If at any time the Borrowings under Credit Facility #4 exceed \$80,000, then KKSR shall immediately pay to the Lender the amount by which the Indebtedness exceeds \$80,000, to be applied as prepayment of Credit Facility #4.
- (e) **Credit Facility #5 – KKSR Non-Revolving, Reducing Credit Facility – \$1,874,276.06**
  - Credit Facility #5 is a non-revolving Credit Facility, available only to KKSR.
  - Credit Facility #5 was fully advanced as of October 29, 2013 by way of Prime-based loans.
  - Borrowings under Credit Facility #5 are available by way of Prime-based loans.
  - Interest on amounts outstanding under Credit Facility #5 will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime plus 2.00% per annum and will be payable on the last day of each month.
  - The Indebtedness under Credit Facility #5 may be prepaid in whole or in part at any time without penalty.
  - The purpose of Credit Facility #5 was to finance a new location and combine with loan 21912211700.
  - The Indebtedness under Credit Facility #5 is payable in full on demand by the Lender.
  - KKSR shall continue to make blended payments of \$16,000.00 per month on the last day of each month, to be applied at the Lender's option firstly to accrued interest and secondly to principal, with the balance of all amounts owing under Credit Facility #5 being due and payable in full on demand by the Lender. Payment amounts are subject to adjustment on notice to KKSR to ensure amortization period of 185 months is maintained. Amounts repaid under Credit Facility #5 may not be reborrowed.
  - KKSR may apply, in writing, at any time to the Lender to change the applicable interest rate for Credit Facility #5 from a fixed rate Credit Facility to a variable rate Credit Facility. If approval is granted, KKSR shall pay: (a) all out-of-pocket expenses incurred

by the Lender; (b) a fee of 3 months' interest on the principal balance outstanding as at the date of conversion or the Interest Rate Differential, whichever is greater; and (c) all accrued interest up to the conversion date.

- KKSR may apply at any time to the Lender to change the applicable interest rate from a variable rate to a fixed rate. If approval is granted, KKSR will pay:

(i) An administration fee of:

(A) \$500 if Credit Facility #5 has an outstanding balance of \$100,000 or less;  
or

(B) \$750 if Credit Facility #5 has an outstanding balance greater than \$100,000 up to and including \$500,000; or

(C) \$1,000 if Credit Facility #5 has an outstanding balance greater than \$500,000;

(ii) All out of pocket expenses incurred by the Lender; and

(iii) All accrued interest to the conversion date.

(f) **Credit Facility #6 – Complete Operating Credit Facility (Revolving) – \$350,000.00**

- Credit Facility #6 is a revolving Credit Facility. Borrowings under Credit Facility #6 are available only to Complete.

- Borrowings under Credit Facility #6 are available by way of Prime-based loans.

- Interest on amounts outstanding under Credit Facility #6 will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime plus 3.00% per annum and will be payable on the last day of each month.

- The purpose of Credit Facility #6 is for the general operating purposes of Complete.

- Borrowings under Credit Facility #6 will be limited to an amount (the "Credit Facility #6 Margin Limit") equal to the lesser of:

- \$350,000; and

- the aggregate of (a) 75% of Good Accounts Receivable of Complete plus (b) 50% of Inventory of COS.

- Borrowings under Credit Facility #6 may be prepaid in whole or in part at any time without penalty.

- Complete may borrow, repay and reborrow up to the Credit Facility #6 Margin Limit amount above but not exceeding the Credit Facility #6 Margin Limit.

- The Indebtedness under Credit Facility #6 is repayable in full on demand by the Lender.

July 11, 2017

- If at any time the Borrowings under Credit Facility #6 exceed \$350,000, then Complete shall immediately pay to the Lender the amount by which the Indebtedness exceeds \$350,000, to be applied as prepayment of Credit Facility #6.
- (g) **Credit Facility #7 – Complete Alberta BusinessCard MasterCard – \$50,000.00**
  - Borrowings under Credit Facility #7 shall only be available only to Complete.
  - The maximum Indebtedness under Credit Facility #7 shall not exceed \$50,000.
  - Interest on amounts outstanding under Credit Facility #7 will be calculated on the total interest bearing balance at a fixed rate of 18.90% per annum, and will be payable in accordance with ATB Financial MasterCard cardholder agreement in effect from time to time..
  - Repayments under Credit Facility #7 shall be in a minimum monthly amount equal to 3.00% of the outstanding Indebtedness thereunder, payable on the last day of each month.
  - Other terms and conditions applicable to Credit Facility #7 are outlined in the ATB Financial MasterCard cardholder agreement in effect from time to time.
- (h) **Credit Facility #8 – Reaction Operating Credit Facility (Revolving) – \$300,000.00**
  - Credit Facility #8 is a revolving Credit Facility. Borrowings under Credit Facility #8 are available only to Reaction.
  - Borrowings under Credit Facility #8 are available by way of Prime-based loans.
  - Interest on amounts outstanding under Credit Facility #8 will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime plus 3.00% per annum and will be payable on the last day of each month.
  - The purpose of Credit Facility #8 is for the general operating purposes of Reaction.
  - Borrowings under Credit Facility #8 will be limited to an amount (the “**Credit Facility #9 Margin Limit**”) equal to the lesser of:
    - \$300,000; and
    - the aggregate of (a) 75% of Good Accounts Receivable of Reaction plus (b) 50% of Inventory of Reaction.
  - Borrowings under Credit Facility #8 may be prepaid in whole or in part at any time without penalty.
  - Reaction may borrow, repay and reborrow up to the Credit Facility #8 Margin Limit amount above but not exceeding the Credit Facility #8 Margin Limit.
  - The Indebtedness under Credit Facility #8 is repayable in full on demand by the Lender.

If at any time the outstanding Borrowings under Credit Facility #8 exceed \$300,000, then Reaction shall immediately pay to the Lender the amount by which the outstanding Borrowings exceed \$300,000, to be applied as prepayment of Credit Facility #8.

(i) **Credit Facility #9 – Reaction Alberta BusinessCard MasterCard - \$50,000.00**

Borrowings under Credit Facility #9 shall only be available only to Reaction.

The maximum Indebtedness under Credit Facility #9 shall not exceed \$50,000.

Interest on amounts outstanding under Credit Facility #9 will be calculated on the total interest bearing balance at a fixed rate of 18.90% per annum, and will be payable in accordance with ATB Financial MasterCard cardholder agreement in effect from time to time..

Repayments under Credit Facility #9 shall be in a minimum monthly amount equal to 3.00% of the outstanding Indebtedness thereunder, payable on the last day of each month.

Other terms and conditions applicable to Credit Facility #9 are outlined in the ATB Financial MasterCard cardholder agreement in effect from time to time.

3. **INTEREST RATES AND MANDATORY REPAYMENT WITH RESPECT TO CREDIT FACILITIES**

(a) Interest rates which would be otherwise applicable shall increase by 2.00% upon the occurrence of and during continuance of an Event of Default.

(b) Without in any way limiting the payments otherwise required in respect of the Credit Facilities as set above or otherwise herein, the Borrowers shall make the following additional mandatory prepayments of principal:

i) In the event that any Loan Party:

a) receives any cash proceeds from the sale, lease, transfer or other disposition of any property or assets, net of any reasonable costs incurred in such sale, lease, transfer or other disposition and of any amounts required to pay a Permitted Encumbrance ranking in priority to the Security Interests created by the Security Documents;

b) receives any cash proceeds of any property or casualty insurance arising from a claim for damage to assets;

c) receives any cash proceeds from any sale or issuance of Indebtedness;

d) receives any cash proceeds from any sale or issuance of Equity;

e) receives any cash proceeds from the expropriation of property or assets;  
or

f) receives any cash proceeds from Subordinate Debt,

then in each case the proceeds thereof shall be, immediately upon receipt, applied in prepayment of the outstanding Indebtedness under the Credit Facility or Credit Facilities as set out in section 3(b)ii). For greater certainty, such mandatory prepayment shall not constitute an express or implied waiver of any negative covenant relating to disposition of property or assets.

- ii) The mandatory prepayments referred to in section 3(b)i) will be applied as follows:
  - a) if the Loan Party referred to in section 3(b)i) is a Borrower, then (A) first in permanent prepayment of any non-revolving Credit Facility of such Borrower, and (B) second, to the extent that all non-revolving Credit Facilities of such Borrower have been repaid, in permanent reduction of any non-revolving Credit Facilities of any Borrower identified by the Lender; and
  - b) if the Loan Party referred to in Section 3(b)i) is not a Borrower, then to the extent such Loan Party guarantees the Indebtedness of only one Borrower, then the prepayment will be applied to Credit Facilities of such Borrower in the manner contemplated in section 3(b)ii)a), and to the extent the Loan Party guarantees more than one Borrower, the Lender in its absolute discretion may determine which Credit Facility the prepayment will be applied to in the manner contemplated in section 3(b)ii)a).

#### 4. NEXT REVIEW DATE

Notwithstanding the inclusion of Events of Default in this Agreement, all Credit Facilities are demand Credit Facilities and are subject to review by the Lender at any time in its sole discretion and at least annually, whereupon the Credit Facilities shall terminate unless extended by the Lender in writing. The next annual review date has been set for August 31, 2017 but may be set at an earlier or later date at the sole discretion of the Lender.

#### 5. FEES:

- Non-refundable amendment fee of \$20,000, of which \$10,000 is payable on acceptance of this offer and \$10,000 is payable on or before December 31, 2017.
- A fee of \$400 is payable for loan administration, payable monthly.
- Renewal fee is payable annually in an amount determined by the Lender.
- For reports or statements not received within the stipulated periods (and without limiting the Lender's rights by virtue of such default), the Borrowers will be subject to a fee of \$100.00 per month (per monthly or quarterly report or statement) and \$250 per month (per annual report or statement) for each late reporting occurrence, which will be deducted from the Borrowers' accounts.
- The Lender is hereby authorized to debit the Borrowers' current accounts for any unpaid portion of any fees due under this Agreement.

6. **SECURITY DOCUMENTS:**

The payment and performance of the Indebtedness of the Loan Parties to the Lender under this Agreement and the other Loan Documents, together with all other indebtedness, liabilities and obligations of the Loan Parties to the Lender, whether present or future, direct or indirect, contingent or matured, shall be collaterally secured by the following documents (whether currently held or later delivered) (collectively, the "Security Documents").

The parties acknowledge that the following Security Documents are currently held:

- (a) General Security Agreement from Mustang providing a security interest over all present and after acquired personal property dated March 18, 2013;
- (b) Continuing Guarantee from Mustang in respect of KKSR - limited to \$2,000,000.00, dated October 15, 2013;
- (c) Continuing Guarantee from Mustang in respect of Complete -- unlimited, dated June 24, 2014
- (d) General Security Agreement from KKSR providing a security interest over all present and after acquired personal property dated October 15, 2013;
- (e) Continuing Guarantee from KKSR in respect of Mustang -- unlimited, dated June 24, 2014;
- (f) Land Mortgage in the principal sum of \$2,800,000.00 in respect of the KKSR Lands from KKSR dated October 15, 2013;
- (g) General Assignment of Leases and Rents in respect of the KKSR Lands from KKSR dated October 15, 2013;
- (h) Deposit of Security Agreement from KKSR dated June 24, 2014; and
- (i) Postponement and Assignment of Claims from KKSR in respect of Mustang dated March 18, 2013;
- (j) General Security Agreement from Complete providing a security interest over all present and after acquired personal property dated June 24, 2014;
- (k) Continuing Guarantee from Complete in respect of Mustang -- unlimited, dated August 25, 2015;
- (l) General Security Agreement from Reaction providing a security interest over all present and after acquired personal property dated April 30, 2015;
- (m) Continuing Guarantee from Reaction in respect of Mustang -- unlimited, dated April 11, 2013;
- (n) General Security Agreement from MRBD providing a security interest over all present and after acquired personal property and a floating charge on all lands dated April 11, 2013;

- (o) Continuing Guarantee from MRBD in respect of Mustang – unlimited, dated April 11, 2013;
- (p) Continuing Joint and Several Guarantee from Michael and Royden in respect of Mustang - limited to \$1,000,000.00, dated April 11, 2017;
- (q) Continuing Joint and Several Guarantee from Michael and Royden in respect of KKSRR - limited to \$1,000,000.00, dated February 7, 2012;
- (r) Continuing Joint and Several Guarantee from Michael, Royden and Crawford in respect of Reaction - limited to \$300,000.00, dated April 30, 2015;
- (s) Postponement and Assignment of Claims from Michael in respect of Complete dated June 25, 2014;
- (t) Postponement and Assignment of Claims from Michael in respect of Reaction dated April 30, 2015;
- (u) Postponement and Assignment of Claims from Royden in respect of Complete dated June 25, 2014;
- (v) Postponement and Assignment of Claims from Royden in respect of Reaction dated April 30, 2015;
- (w) Postponement and Assignment of Claims from Crawford in respect of Reaction dated April 30, 2015;
- (x) Postponement and Assignment of Claims from 1073525 Alberta Ltd. (“107 Ltd.”) in respect of Mustang dated April 11, 2013;
- (y) Postponement and Assignment of Claims from 107 Ltd. in respect of KKSRR dated October 15, 2013;
- (z) Postponement and Assignment of Claims from 107 Ltd. in respect of Complete dated June 24, 2014;
- (aa) Postponement and Assignment of Claims from RJW Oilfield Consulting Ltd. (“RJW”) in respect of Mustang dated April 11, 2013;
- (bb) Postponement and Assignment of Claims from RJW in respect of KKSRR dated October 15, 2013;
- (cc) Postponement and Assignment of Claims from RJW in respect of Complete dated June 24, 2014;
- (dd) priority agreement between the Lender, Mustang, GE Canada Equipment Financing GP, GE Canada Leasing Services Company, GE Canada Asset Financing Holding Company, General Electric Canada Equipment Finance G.P., GE Technology Finance, GE VFS Canada Limited Partnership, GE Capital Canada Leasing Trust, and GE Capital Canada Equipment Financing & Leasing Company (collectively, the “GE Entities”), dated March 28, 2013; and

- (ee) priority, standstill and subordination agreement between the Lender, Mustang, KCSR, MRBD, Complete, Reaction and BDC Capital Inc. dated May 11, 2016.

The additional Security Documents required at this time, and which the Borrowers shall cause to be provided to the Lender, are as follows (collectively, the "Additional Security Documents"):

- (ff) Continuing Guarantee from Mustang in respect of Reaction – unlimited;
- (gg) Continuing Guarantee from KCSR in respect of Complete – unlimited;
- (hh) Continuing Guarantee from KCSR in respect of Reaction – unlimited;
- (ii) Continuing Guarantee from Complete in respect of KCSR – unlimited;
- (jj) Continuing Guarantee from Complete in respect of Reaction – unlimited;
- (kk) Continuing Guarantee from Reaction in respect of KCSR – unlimited;
- (ll) Continuing Guarantee from Reaction in respect of Complete – unlimited;
- (mm) Continuing Guarantee from MRBD in respect of KCSR – unlimited;
- (nn) Continuing Guarantee from MRBD in respect of Complete – unlimited;
- (oo) Continuing Guarantee from MRBD in respect of Reaction – unlimited;
- (pp) Continuing Joint and Several Guarantee from Michael and Royden in respect of Complete - limited to (i) a principal amount not less than \$100,000 and not greater than \$300,000 which is determined, within those limits, as being equal to 10% of the outstanding principal amount of all Credit Facilities in favour of Complete, plus (ii) accrued interest, plus (iii) costs
- (qq) Continuing Joint and Several Guarantee from Michael and Royden in respect of Reaction – limited to (i) a principal amount not less than \$100,000 and not greater than \$300,000 which is determined, within those limits, as being equal to 10% of the outstanding principal amount of all Credit Facilities in favour of Reaction, plus (ii) accrued interest, plus (iii) costs; and
- (rr) Postponement of indebtedness and subordination of security interests (if applicable) from any shareholders holding a shareholder loan or convertible debenture or note with a Borrower, or who hold preferred shares of a Borrower which are redeemable at the option of the holder, on terms and in a manner acceptable to the Lender, acting reasonably (each a "Shareholder Subordination").

The Security Documents are to be registered in the following jurisdictions: Alberta, British Columbia and Saskatchewan.

The Security Interests created by the Security Documents, and the rights and remedies of the Lender under the Security Documents, will become immediately enforceable, and the Lender may exercise or commence any action, suit, remedy or proceeding authorized or permitted by any Loan Document or by any Applicable Law, if the Borrowers fail to repay the Indebtedness under



the Credit Facilities upon the Annual Review Date if it is not extended in writing by the Lender, or if the Lender makes demand for repayment of the Indebtedness under the Credit Facilities, and the Borrowers fail to repay that Indebtedness within the time period specified.

**7. REPRESENTATIONS AND WARRANTIES:**

Each Loan Party represents and warrants to the Lender that (to the extent applicable to is):

- (a) If a Loan Party is a corporation, it is a corporation duly incorporated, validly existing and duly registered or qualified to carry on business in the Province of Alberta and in each other jurisdiction where it carries on any material business;
- (b) If a Loan Party is a partnership, it is a partnership duly created, validly existing and duly registered or qualified to carry on business in the Province of Alberta and in each other jurisdiction where it carries on any material business;
- (c) Each Loan Party has all necessary power and authority to enter into, deliver and perform its obligations under each of the Loan Documents to which it is a party, to own its properties and assets and to carry on its business as now conducted;
- (d) The execution, delivery and performance by each Loan Party of each Loan Document to which it is a party have been duly authorized by all necessary actions and do not violate its governing documents or any Applicable Laws or agreements to which it is subject or by which it is bound;
- (e) No event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any provision of any Loan Document or an Event of Default;
- (f) The most recent financial statements of the Borrowers and, if applicable, any Guarantor, provided to the Lender fairly present its financial position as of the date thereof and its results of operations and cash flows for the fiscal period covered thereby, and since the date of such financial statements, there has occurred no Material Adverse Change;
- (g) Each Loan Party has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than Permitted Encumbrances;
- (h) Each Loan Party is in compliance in all material respects with all Applicable Laws including, without limitation, all environmental laws, and there is no existing material impairment to its properties and assets as a result of environmental damage, except to the extent disclosed in writing to, and acknowledged by, the Lender;
- (i) Each Loan Party has, in all material respects, filed all tax returns which are required to be filed, paid or made provision for payment (in accordance with GAAP) of all taxes due and payable, and provided adequate reserves (in accordance with GAAP) for the payment of any tax which is being contested, including, without limitation, payroll, source deductions, current normal cost pension liabilities, retail sales tax, goods and services tax and harmonized sales tax and other Priority Payables;
- (j) All factual information furnished by or on behalf of any Loan Party in writing for purposes of or in connection with this Agreement or any transaction contemplated by this

Agreement is true and accurate in every material respect as of the date delivered or specified in connection with that information, and that information is not incomplete by the omission of any material fact necessary to make it not misleading;

- (k) There are no actions, suits, proceedings, inquiries or investigations existing or, to the knowledge of any Loan Party, pending or threatened, affecting any Loan Party in any court or before or by any federal, provincial, state or municipal or other governmental department, commission, board, tribunal, bureau or agency, Canadian or foreign, which would reasonably be expected to have a material impact on its business;
- (l) As at the date hereof, the legal and beneficial holders of all shares in each of the corporate Loan Parties, and of all persons in which any Loan Party is a legal or beneficial holder of shares, are fully and correctly set out on the corporate organization chart of the Loan Parties attached hereto as **Schedule "B"**;
- (m) Each Loan Party, each Subsidiary of any Loan Party, and each director, officer, employee and agent thereof is in compliance, in all material respects, with all applicable Sanctions, Anti-Corruption Laws and AML Laws;
- (n) No Loan Party, nor any Subsidiary of any Loan Party nor any director, officer, employee or agent thereof is (i) the subject of any Sanction, or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of any Sanction.

Unless expressly stated to be made as of a specific date, the representations and warranties contained in this Agreement will survive the execution and delivery of the Loan Documents, and shall be deemed to be repeated as of the date of each Borrowing and as of the date of delivery of each compliance certificate, subject to modifications made by the Borrowers to the Lender in writing and accepted by the Lender. The Lender shall be deemed to have relied upon such representations and warranties at each such time as a condition of making a Borrowing hereunder or continuing to extend the Credit Facilities hereunder until all Credit Facilities have been permanently repaid in full and terminated, regardless of any investigation or examination made by the Lender or its counsel.

#### 8. POSITIVE COVENANTS:

Each Loan Party covenants with the Lender that, it will do and perform the following covenants (to the extent applicable to it). If any such covenant is to be done or performed by a Guarantor, the Borrowers also covenant with the Lender to cause Guarantor to do or perform such covenant.

- (a) The Borrowers will pay to the Lender when due all amounts (whether principal, interest or other sums) owing by each to the Lender from time to time;
- (b) The Borrowers will deliver to the Lender the Loan Documents, in all cases in form and substance satisfactory to the Lender and the Lender's solicitor;
- (c) The Borrowers will ensure that at least 95% of their consolidated assets are held by those Loan Parties which have provided security in favour of the Lender;
- (d) The Borrowers will use the proceeds of the Credit Facilities only for the purposes as set out in this Agreement or as otherwise approved by the Lender;

- (e) Each Loan Party will maintain its valid existence as a corporation or partnership, as the case may be, and in all material respects, will maintain all licenses and authorizations required from regulatory or governmental authorities or agencies to permit it to carry on its business, including, without limitation, any licenses, certificates, permits and consents for the protection of the environment;
- (f) Each Loan Party will maintain its books of account and records relative to the operation of its business and financial condition in accordance with GAAP;
- (g) Each Loan Party will maintain and defend title to all of its property and assets, will maintain, repair and keep in good working order and condition all of its property and assets and will continuously carry on and conduct its business in a proper, efficient and businesslike manner;
- (h) Each Loan Party will maintain types and amounts of insurance satisfactory to the Lender with the Lender shown as first loss payee on any property insurance covering any assets on which the Lender has security and additional insured, as its interest may appear, on all liability insurance, and promptly advise the Lender in writing of any significant loss or damage to its property, and each Loan Party will provide evidence of insurance to the Lender:
  - (i) in situations where the Lender has taken a fixed charge on an asset or property whether on real property or personal property; and
  - (ii) in all other situations, on request;

The Lender reserves the right to conduct an independent review of any Loan Party's insurance coverage, at the reasonable expense of the Borrowers;

- (i) Each Loan Party will permit the Lender, by its officers or authorized representatives at any reasonable time and on reasonable prior notice, to enter its premises and to inspect its plant, machinery, equipment and other real and personal property and their operation, and to examine and copy all of its relevant books of accounts and records;
- (j) Except as specifically agreed to by the Lender, each Loan Party will, in all material respects, remit all sums when due to tax and other governmental authorities and pay all amounts on account of Priority Payables, including without limitation amounts owing on account of payroll, source deductions, current normal cost pension liabilities, retail sales taxes, GST and harmonized sales taxes and other Priority Payables, and upon request, will provide the Lender with such information and documentation in respect thereof as the Lender may reasonably require from time to time;
- (k) Each Loan Party will comply with all Applicable Laws, including without limitation, environmental laws;
- (l) The Borrowers will promptly advise the Lender in writing, giving reasonable details (together with any additional details requested by the Lender promptly upon such request), of

- (i) the discovery of any contaminant or any spill, discharge or release of a contaminant into the environment from or upon any property of a Loan Party which would reasonably be expected to have a material impact on its business;
  - (ii) any event which constitutes, or which with notice, lapse of time or both, would constitute a breach of any provision hereof or an Event of Default;
  - (iii) each event which has or is reasonably likely to have a material impact on the business of a Loan Party;
  - (iv) any Material Adverse Change or Material Adverse Effect regarding any Loan Party, or of any material loss, destruction damage to its properties and assets;
  - (v) the opening or establishment of an account, or decision to make use of an existing account, with another financial institution through which a Borrower intends to conduct its primary banking operations; and
  - (vi) any anticipated transaction involving the sale or distribution of debt or equity securities in any Loan Party, the sale, lease or other disposition of any assets of any Loan Party (other than a sale or disposition pursuant to section 9(c)), any amalgamation, merger or other consolidation involving a Loan Party, or any proceeding to liquidate or dissolve a Loan Party.
- (m) Each Loan Party undertakes that, upon request from the Lender, such Loan Party will grant a fixed mortgage and charge to the Lender on any or all real property of such Loan Party so designated by the Lender. Each Loan Party shall promptly provide to the Lender all information reasonably requested by the Lender to assist it in that regard. Each Loan Party acknowledges that this undertaking constitutes present and continuing Security Interest in favour of the Lender, and that the Lender may file such caveats, security notices or other filings in regard thereto at any time and from time to time as the Lender may determine;
- (n) Each Loan Party shall deliver forthwith to the Lender any financial statements and other information as required in this Agreement;
- (o) Each Loan Party will fully pay its respective monetary obligations when due and perform its respective obligations under all leases and agreements relating to each leased location of any material asset charged by the Security Documents; and
- (p) Each Loan Party will maintain in effect policies and procedures designed to promote compliance by such Loan Party, its Subsidiaries, and their respective directors, officers, employees and agents with all applicable Sanctions, AML Laws and Anti-Corruption Laws.

9. **NEGATIVE COVENANTS:**

Each Loan Party covenants with the Lender that it will not do any of the following without the prior written consent of the Lender. If a Guarantor is not to do an act, the Borrowers also covenant with the Lender not to permit Guarantor to do such act.

- (a) A Loan Party will not create or permit to exist any Encumbrance on or against any of its present or future assets, other than Permitted Encumbrances;
- (b) A Loan Party will not create, incur, assume or allow to exist any Indebtedness other than:
  - (i) trade payables incurred in the ordinary course of business;
  - (ii) any Indebtedness owing to another Loan Party (but only if that Loan Party has provided security in favour of the Lender);
  - (iii) any Indebtedness secured by a Permitted Encumbrance;
  - (iv) any unsecured advances from affiliates/shareholders which are postponed in all respects to the Credit Facilities;
  - (v) any Indebtedness owing to the Lender; and
  - (vi) any Indebtedness guaranteed by Mustang in respect of Bardovue Rentals Limited in favour of Daimler Truck Financial, a business unit of Mercedes-Benz Financial Services Canada Corporation ("Daimler"), in support of a capital lease between Daimler and Bardovue Rentals Limited, provided that (a) such Indebtedness is unsecured, and (b) the aggregate Indebtedness secured thereby shall not at any time exceed \$580,850.20 without the prior written consent of the Lender.
- (c) A Loan Party will not sell, assign, transfer, convey, lease (as lessor) or otherwise dispose of, or grant options, warrants or other rights with respect to any of its property or assets except:
  - (i) inventory sold, leased or disposed of in the ordinary course of business;
  - (ii) obsolete equipment which is being replaced with equipment of an equivalent value;
  - (iii) assets sold, leased or disposed of to another Loan Party (but only if that Loan Party has provided the Security Documents required by the Lender); and
  - (iv) assets sold, leased or disposed of during a fiscal year having an aggregate fair market value not in excess of \$100,000 for such fiscal year;
- (d) A Loan Party will not provide financial assistance (by means of a loan, guarantee or otherwise) to any person (other than the Lender) other than as permitted under clause (b) above;
- (e) A Loan Party will not pay to or for the benefit of shareholders or persons associated with shareholders (within the meaning of the *Alberta Business Corporations Act*) by way of salaries, bonuses, dividends, management fees, repayment of loans or otherwise:
  - (i) following the occurrence of and during the continuance of any event which constitutes a breach of any provision hereof or an Event of Default; or

- (ii) if making such payment would reasonably be expected to result in a breach of any provision hereof or an Event of Default,

provided that in no event shall such amount be greater than \$440,000.00;

- (f) A Loan Party will not reduce its capital or redeem, purchase or otherwise acquire, retire or pay off any of its present or future share capital other than to another Loan Party;
- (g) A Loan Party will not amalgamate, consolidate, or merge with any person other than a Loan Party and then only if no default or Event of Default is then in existence under this Agreement or would thereafter be in existence;
- (h) A Loan Party will not consent to or facilitate a Change of Control other than as consented to in writing by the Lender;
- (i) A Loan Party will not acquire any assets in, or move or allow any of its assets to be moved to, a jurisdiction where the Lender has not registered or perfected the Security Documents;
- (j) A Loan Party will not change the present nature of its business in any material respect;
- (k) A Loan Party will not enter into any Hedging Agreement other than for risk management purposes in the ordinary course of its business, and will not enter into any Hedging Agreement which, in the case of commodity swaps or similar transactions of either a financial or physical nature, have a term exceeding two years;
- (l) A Loan Party will not, in any material respects, allow any pollutant (including any pollutant now on, under or about such land) to be placed, handled, stored, disposed of or released on, under or about any of its lands unless done in the normal course of its business and then only as long as it complies with all Applicable Laws including without limitation, environmental laws, in placing, handling, storing, transporting, disposing of or otherwise dealing with such pollutant;
- (m) The Borrowers will not utilize Borrowings to finance an unsolicited acquisition of more than 10% of the aggregate outstanding securities of any entity that are publicly traded, or the facilitation, assistance or participation in an acquisition of such securities, where the board of directors or like body of such entity, or the holders of all of the securities of such entity, have not approved, accepted or recommended to security holders acceptance of such acquisition;
- (n) Except to another Loan Party, a Loan Party will not make any payments of principal, interest, fees or costs on account of any Subordinated Debt prior to the permanent repayment in full of the Borrowings;
- (o) A Loan Party will not enter into any transactions with its Subsidiaries or affiliates for goods or services unless entered into on commercially reasonable terms;
- (p) A Loan Party will not, directly or indirectly:
  - (i) acquire or form any Subsidiary or become a partner in any partnership or a participant in any joint venture without ensuring that such Subsidiary, partnership

or joint venture concurrently provides an unlimited and unconditional guarantee of the Credit Facilities and security charging all of its present and after-acquired assets, together with a satisfactory opinion of its counsel as to the enforceability of that guarantee and security; or

- (ii) make any equity investment in, or purchase or otherwise acquire or hold any equity securities of, any other Person other than another Loan Party;
- (q) No part of the proceeds of the Credit Facilities will be used, directly or indirectly:
  - (i) in any manner that would result in a violation of any Sanction; or
  - (ii) in violation of any applicable AML Laws or Anti-Corruption Laws; and
- (r) No Loan Party will operate any account with or otherwise conduct any banking business with any financial institution other than the Lender.

#### 10. REPORTING COVENANTS:

The Borrowers covenant and agree to provide to the Lender:

- (a) within 120 days after the end of each of their fiscal years:
  - (i) financial statements of each Borrower on a review engagement basis and on an unconsolidated basis prepared by a firm of qualified accountants. If audited financial statements are not currently required, the Lender reserves the right to require audited financial statements;
  - (ii) combined financial statements of Loan Parties on a notice to reader basis and prepared by a firm of qualified accountants. If audited financial statements are not currently required, the Lender reserves the right to require audited financial statements;
  - (iii) annual capital, cashflow and revenue budgets for Mustang prepared in a monthly format for the upcoming fiscal year;
  - (iv) personal financial statements for Michael and Royden;
  - (v) a compliance certificate executed by a senior officer of each Borrower in the form attached hereto as Schedule "A"; and
  - (vi) an environmental questionnaire and disclosure statement in the form requested by the Lender;
- (b) within 21 days following the end of each calendar month, in respect of Mustang only:
  - (i) internally produced financial statements for that month;
  - (ii) variance to budget report comparing monthly income statements to budget, with narrative commentary provided with discrepancies in results greater than 15% to budget;

- (iii) a compliance certificate executed by a senior officer in the form attached hereto as Schedule "A"; and
- (iv) aged accounts payable (including a listing of lienable and Priority Payables) and accounts receivables listings and statements of inventory value as at the end of such month, and giving separate listings and statements for each business location of certified by a senior officer of Mustang;
- (c) within 1 Business Day following the 15<sup>th</sup> day and last day of each calendar month, the Rolling Cash Flow Forecast, in accordance with Section 1(e)iii);
- (d) the KKSr Appraisal; and
- (e) on request, any further information regarding their assets, operations and financial condition that the Lender may from time to time reasonably require.

#### 11. FINANCIAL COVENANTS:

The Loan Parties covenant and agree that Mustang will not at any time, without the prior written consent of the Lender, breach the following restrictions:

- (a) permit the Current Ratio to fall below 0.75:1.00;
- (b) expend more than \$650,000 in any fiscal year on capital expenditures; or
- (c) based on the on forecast dated June 30, 2017, permit actual EBITDA to fall below 85% of forecast EBITDA on a year to date basis.

Each of the above financial ratios shall be maintained at all times and tested at the end of each fiscal quarter of Mustang and shall be detailed in the compliance certificate required to be delivered under this Agreement.

#### 12. CONDITIONS PRECEDENT:

It is a condition precedent to each Borrowing that at the time of such Borrowing, all representations and warranties in this Agreement must be true and correct in all material respects as if made on such date, and there must be no default or Event of Default under any Loan Document.

In addition, no Credit Facilities will be available until the following conditions precedent have been satisfied, unless waived by the Lender:

- (a) The Lender shall have received an executed copy of this Agreement, all Additional Security Documents and all registrations and filings have been completed in Alberta, British Columbia and Saskatchewan, in all cases in form and substance satisfactory to the Lender;
- (b) The Lender shall have received evidence of discharge acceptable to it of all registrations and filings against the Loan Parties in favour of the GE Entities;



- (c) The Loan Parties shall have delivered to the Lender all duly enacted corporate resolutions authorizing the execution, delivery and performance of the Loan Documents, an officer's certified copy of its governing documents, and a certificate of incumbency;
- (d) The Lender shall have received evidence of the receipt by each Loan Party of all necessary consents and approvals required from any governmental authority or any other Person for the entry into, execution and delivery of the Loan Documents and the performance of its obligations under the Loan Documents;
- (e) The Lender shall have received a satisfactory legal opinion from counsel to the Loan Parties addressing:
  - (i) the due authorization, execution, delivery and enforceability of the Loan Documents;
  - (ii) if applicable and if required by the Lender, the continued validity and enforceability of all Loan Documents previously executed and delivered by each Loan Party to the Lender; and
  - (iii) any other matters that may be reasonably requested by the Lender;
- (f) The Lender shall have received an opinion from its counsel opining upon and providing confirmation with respect to such matters as the Lender may require in its absolute discretion;
- (g) The Lender shall not have received written notice of any Encumbrance affecting the property or assets to which the Security Interests created by the Security Documents attach, other than Permitted Encumbrances;
- (h) The Lender shall have received a satisfactory certificate of insurance issued by the Loan Parties' insurance broker in respect of all policies required to be maintained by the Loan Parties (or to be maintained upon the acquisition of the applicable assets) which are to name the Lender as first loss payee and mortgagee under all property damage policies and additional insured, as its interest may appear, in respect of all liability policies;
- (i) The Borrowers shall have provided the Lender with a list of all existing Material Contracts, as well as certified copies of all Material Contracts it may request from that list. The Lender will be satisfied that all Material Contracts are in full force and effect and that no Loan Party is in default under any of them;
- (j) All Encumbrances attaching to any property or assets of a Loan Party have been discharged, other than Security Interests in favour of the Lender and Permitted Encumbrances;
- (k) The Lender shall have received from the Borrowers:
  - (i) a borrowing base certificate in respect of Credit Facility #1, Credit Facility #6 and Credit Facility #8, demonstrating an acceptable borrowing base in respect of each such Credit Facility which supports any requested Borrowings thereunder on that date; and

- (ii) a compliance certificate confirming that each Borrower is in compliance with all the terms and conditions of this Agreement prior to drawdown and that all representations and warranties continue to be true and correct in every material respect prior to drawdown;
- (l) The Borrowers shall have executed and delivered all of the Lender's standard form account opening documentation required to establish current accounts and all documentation necessary to comply with applicable AML Laws, "know your client" and domestic and foreign tax laws including applicable Foreign Account Tax Compliance Act documentation;
- (m) The Lender shall have received payment of all fees due in respect of this Agreement;
- (n) The Lender shall be satisfied as to the value of the property and assets of the Loan Parties and their financial condition, and with respect to the ability of the Loan Parties to carry on business and repay any Indebtedness now or at any time in the future owing to the Lender; and
- (o) The Lender shall have received any other documents as the Lender has reasonably requested.

The above conditions are inserted for the sole benefit of the Lender, and may be waived by the Lender in whole or in part (with or without terms or conditions) in respect of any particular Borrowing, provided that any waiver shall not be binding unless given in writing and shall not derogate from the right of the Lender to insist on the satisfaction of such waived condition in future.

### 13. AUTHORIZATIONS AND SUPPORTING DOCUMENTS

The Borrowers have delivered or will deliver the following authorizations and supporting documents to the Lender:

Corporate Borrowers:

- (a) Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors;
- (b) Certificate of signing authority;
- (c) Corporate MasterCard documentation;
- (d) Environmental questionnaire & disclosure statement; and
- (e) Credit Information and Alberta Land Titles Office Name Search Consent Form.

Corporate Guarantors:

- (a) Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors;
- (b) Certificate of signing authority; and

- (c) Corporate guarantee resolution.

General:

- (a) Documents related to AML Laws, government sanction and "know your client" laws; and
- (b) Opinion from counsel to Loan Parties.

14. **DRAWDOWNS, PAYMENTS AND EVIDENCE OF INDEBTEDNESS**

- (a) Interest on Prime-based loans is calculated on the daily outstanding principal balance, and is payable on the last day of each month.
- (b) The Borrowers may cancel the availability of any unused portion of a Credit Facility on five Business Days' notice. Any such cancellation is irrevocable.
- (c) The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.
- (d) If the amount of Borrowings outstanding under any Credit Facility, when converted to the Equivalent Amount in Canadian dollars, exceeds the amount available under such Credit Facility, the Borrowers shall, unless the Lender otherwise agrees in its sole discretion, immediately repay such excess to the Lender.
- (e) If any amount due hereunder is not paid when due, the Borrowers shall pay interest on such unpaid amount (including without limitation, interest on interest) if and to the fullest extent permitted by applicable law, at a rate per annum equal to Prime plus 5%.
- (f) The branch of the Lender (each, a "**Branch of Account**") where the Borrowers maintain accounts and through which the applicable Borrowings will be made available are located at:
  - (i) In respect of Mustang, Camrose #700, 7300 48<sup>th</sup> Avenue, Camrose, AB, T4V 4W2. Funds under the Credit Facilities available to Mustang will be advanced into and repaid from account no. 766 00144511100 at the Branch of Account, or such other branch or account as Mustang and the Lender may agree upon from time to time;
  - (ii) In respect of KKS SR, #700, 7300 48<sup>th</sup> Avenue, Camrose, AB, T4V 4W2. Funds under the Credit Facilities available to KKS SR will be advanced into and repaid from account no. 766 00123938401 at the Branch of Account, or such other branch or account as KKS SR and the Lender may agree upon from time to time;
  - (iii) In respect of Complete, #700, 7300 48<sup>th</sup> Avenue, Camrose, AB, T4V 4W2. Funds under the Credit Facilities available to Complete will be advanced into and repaid from account no. 766 00284801500 at the Branch of Account, or such other branch or account as Complete and the Lender may agree upon from time to time; and

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- (iv) In respect of Reaction, 700, 7300 48<sup>th</sup> Avenue, Camrose, AB, T4V 4W2. Funds under the Credit Facilities available to Reaction will be advanced into and repaid from account no. 00400581300 at the Branch of Account, or such other branch or account as Reaction and the Lender may agree upon from time to time.
- (g) The Lender shall maintain at each Branch of Account accounts and records evidencing the Borrowings made available to each Borrower by the Lender under this Agreement. The Lender shall record the principal amount of each Borrowing and the payment of principal, interest and fees and all other amounts becoming due to the Lender under this Agreement. The Lender's accounts and records (and any confirmations issued under this Agreement) constitute, in the absence of manifest error, conclusive evidence of the indebtedness of each Borrower to the Lender pursuant to this Agreement.
- (h) The Borrowers authorize and direct the Lender to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrowers for all amounts payable by the Borrowers to the Lender pursuant to this Agreement. Any amount due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day, and interest shall accrue accordingly.
- (i) If a Financial Market Disruption has occurred, the Lender shall have the option exercisable by written notice to the Borrowers to refuse any additional funding of any Credit Facility, or to postpone the additional funding of any Credit Facility until, in the reasonable opinion of the Lender, the Financial Market Disruption has ceased.
- (j) The Lender shall have the right to set-off, consolidate and apply any funds of the Loan Parties (or any of them) deposited with or held by the Lender from time to time, and any other indebtedness owing to the Loan Parties by the Lender, against any of the amounts outstanding under this Agreement from time to time.

## 15. EVENTS OF DEFAULT

Without restricting the rights of the Lender to terminate any Credit Facility which is payable on demand and to demand payment in full of such demand Credit Facility at any time, if any Event of Default occurs and is continuing, the Lender may at its option, by notice to the Borrowers, terminate all or any part of any committed term Credit Facilities under this Agreement and demand immediate payment in full of all or any part of the amounts outstanding under those committed term Credit Facilities.

## 16. MISCELLANEOUS:

- (a) All representations, warranties, covenants and agreements of the Loan Parties contained in this Agreement are the joint and several representations, warranties, covenants and agreements of each of the Loan Parties.
- (b) Loan Parties acknowledge that the terms of this Agreement are confidential, and Loan Parties agree not disclose the terms hereof or provide a copy hereof to any Person without the prior written consent of the Lender, unless and to the extent required by Applicable Law.
- (c) All reasonable legal and other costs and expenses incurred by the Lender in respect of the Credit Facilities, the Security Documents and other related matters will be paid or

reimbursed by the Borrowers on demand by the Lender, whether or not any Borrowings are made.

- (d) All Security Documents will be prepared by or under the supervision of the Lender's solicitors, unless the Lender otherwise permits. Acceptance of this offer will authorize the Lender to instruct the Lender's solicitors to prepare all necessary Security Documents and proceed with related matters.
- (e) The Lender, without restriction, may waive in writing the satisfaction, observance or performance of any of the provisions of this Agreement. The obligations of a Guarantor (if any) will not be diminished, discharged or otherwise affected by or as a result of any such waiver, except to the extent that such waiver relates to an obligation of such Guarantor. Any waiver by the Lender of the strict performance of any provision hereof will not be deemed to be a waiver of any subsequent performance or any subsequent Event of Default, and any partial exercise of any right or remedy by the Lender shall not be deemed to affect any other right or remedy to which the Lender may be entitled. No delay on the part of the Lender in exercising any right or privilege will operate as a waiver of that right or privilege, and no delay or waiver of any failure or Event of Default will operate as a waiver of any subsequent failure or Event of Default. No waiver will be binding upon the Lender unless made in writing and signed by an authorized officer of the Lender.
- (f) The Borrowers shall reimburse the Lender for any additional cost or reduction in income or capital arising as a result of:
  - (i) the imposition of, or increase in, taxes on payments due to the Lender under this Agreement (other than taxes on the overall net income of the Lender);
  - (ii) the imposition of, or increase in, any reserve or other similar requirement;
  - (iii) the imposition of, or change in, any other condition affecting the Credit Facilities imposed by any Applicable Law or the interpretation thereof,

all provided the Lender is or will be generally claiming similar compensation from its other borrowers in similar circumstances and no more than 180 days have passed since the date of such imposition, increase or change.

- (g) Words importing the singular will include the plural and vice versa, and words importing gender will include the masculine, feminine and neuter, and anything importing or referring to a person will include a body corporate and a partnership and any entity, in each case all as the context and the nature of the parties requires.
- (h) Where more than one Person is liable as a Borrower (or as a Guarantor) for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several with each other such Person.
- (i) If any portion of this Agreement is held invalid or unenforceable in any jurisdiction, the remainder of this Agreement will not be affected and will be valid and enforceable to the fullest extent permitted by law and any such invalidity or unenforceability will not invalidate or render unenforceable that provision in any other jurisdiction.

- (j) Where the interest rate applicable to a Credit Facility is based on Prime, the applicable rate on any day will depend on the Prime rate in effect on that day, as applicable. The statement by the Lender as to Prime and as to the rate of interest applicable to a credit on any day will be binding and conclusive for all purposes.
- (k) All interest rates specified are nominal annual rates. The effective annual rate in any case will vary with payment frequency. All interest payable under this Agreement bears interest after as well as before default and judgment with interest on overdue interest at the applicable rate payable hereunder. To the extent permitted by law, the Borrowers waive the provisions of the *Judgment Interest Act* (Alberta).
- (l) All notices and other communications (each referred to as the "Notice") permitted or required to be given to any of the parties hereto will be in writing and may be delivered personally, by registered prepaid mail (except during an actual or threatened postal disruption) or sent by facsimile or e-mail transmission to the addresses, e-mail address or facsimile numbers indicated on the cover letter of this Agreement or to such other address or facsimile number as will be designated by such party by notice in writing to the other parties.

The Notice will be deemed to have been delivered:

- (i) in the case of personal delivery, when the Notice is delivered to the party receiving the Notice during business hours on a Business Day, or on the next Business Day if delivered after business hours or on a day that is not a Business Day;
  - (ii) in the case of registered mail, on the second Business Day after the Notice was deposited in the mail; and
  - (iii) in the case of facsimile or electronic transmission, on the day the Notice was sent provided such notice is sent before 4:00 p.m. on a Business Day, or on the next Business Day if sent after business hours or on a day that is not a Business Day.
- (m) Unless otherwise specified, references in this Agreement to "\$" and "dollars" mean Canadian dollars.
  - (n) If for the purpose of obtaining judgment in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "Judgment Currency") any amount due under this Agreement in any currency other than the Judgment Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose, rate of exchange means the rate at which the Lender would, on the relevant date, be prepared to sell a similar amount of such currency against the Judgment Currency, in accordance with normal banking procedures. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgment is given and the date of payment of the amount due, Loan Parties will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such day is the amount in the Judgment Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency. Any additional amount due from Loan Parties under

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this paragraph will be due as a separate debt and shall not be affected by judgment being obtained for any other sums due in connection with this Agreement.

- (o) No Loan Party will assign any of its respective rights or obligations under this Agreement or any Loan Document without the prior written consent of the Lender. The Lender will have the right to assign, sell or participate its rights and obligations in the Credit Facilities to one or more Persons ("Participants") without the consent of any Loan Party. For this purpose, the Lender may disclose, on a confidential basis, to a potential Participant any information concerning the Loan Parties as the Lender considers appropriate. Each Loan Party will execute any documentation and take any actions as the Lender may reasonably request in connection with any assignment or participation. The provisions of this Agreement will be binding upon and enure to the benefit of each Loan Party and the Lender and their successors and permitted assigns.
- (p) In addition to any other indemnity provided for in this Agreement, each Loan Party agrees to indemnify the Lender and any receiver, receiver manager or similar Person appointed under Applicable Law, and their respective shareholders, affiliates, officers, directors, employees and agents, and "Indemnified Party" means any one of the foregoing, on demand against any loss, expense or liability which such Indemnified Party may sustain or incur as a consequence of the action or inaction of any Loan Party whatsoever, including, without limitation:
- (i) any default in payment of the principal amount of any Borrowing or any part thereof or interest accrued thereon, as and when due and payable;
  - (ii) any failure to fulfill on or before any drawdown date the conditions precedent to any Borrowing as provided for in this Agreement, if as a result of that failure that Borrowing is not made on that date;
  - (iii) the occurrence of any applicable default or Event of Default under this Agreement;
  - (iv) any misrepresentation made by a Loan Party in this Agreement or in any instrument in writing delivered to the Lender in connection with this Agreement;
  - (v) any failure to comply with any Applicable Laws, including, without limitation, any environmental law; or
  - (vi) any default in the payment or performance of any covenant to pay or remit present or future taxes, or to make and remit withholdings or deductions with respect to any taxes or Priority Payables,

including but not limited to any loss or expense sustained or incurred in liquidating or redeploying deposits or other funds contracted for or acquired or used to effect or maintain any part of that Borrowing.

This indemnity will: (i) survive the repayment or cancellation of any of the Credit Facilities or any termination of this Agreement; and (ii) not apply to any Indemnified Party with respect to obligations directly caused by the gross negligence or wilful misconduct on the part of such Indemnified Party.

- (q) A Loan Party's obligations under this section 16 continue even after all Credit Facilities have been repaid and this Agreement has terminated.
- (r) Each accounting term used hereunder, unless otherwise defined herein, has the meaning assigned to it under GAAP consistently applied throughout the relevant period and relevant prior periods. If there occurs a change in generally accepted accounting principles (an "Accounting Change"), and such change would result in a material change in the calculation of any financial covenant, standard or term used in this Agreement, then at the request of the Borrowers or the Lender, the Borrowers and the Lender shall enter into negotiations to amend such provisions so as to reflect such Accounting Change with the result that the criteria for evaluating the financial condition of the Loan Parties, as applicable, shall be the same after such Accounting Change, as if such Accounting Change had not occurred. If, however, within 30 days of the foregoing request by the Borrowers or the Lender, the Borrowers and the Lender have not reached agreement on such amendment, the method of calculation shall not be revised and all amounts to be determined shall be determined without giving effect to the Accounting Change.
- (s) A Loan Party's information, corporate or personal, may be subject to disclosure without its consent pursuant to provincial, federal, national or international laws as they apply to the product or service the Borrowers have with the Lender or any third party acting on behalf of or contracting with the Lender. The Loan Parties acknowledge that, pursuant to AML Laws, government sanction and "know your client" laws, the Lender may be required to obtain, verify and record information regarding the Loan Parties, their respective subsidiaries, directors, authorized signing officers, direct or indirect shareholders or other Persons, in control of any Loan Party and the transactions contemplated thereby. The Loan Parties shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by the Lender, or any prospective assignee or participant hereunder, in order to comply with applicable AML Laws, government sanction and "know your client" laws, whether now or hereafter in existence.
- (t) This Agreement will not merge upon the execution and delivery of any other Loan Documents, but will remain in full force and effect thereafter.
- (u) This Agreement supersedes and replaces all prior discussions, letters and agreements (including the Existing Credit Agreements) describing the terms and conditions of any Credit Facility established by the Lender in favour of the Borrowers.
- (v) The Lender may from time to time give any credit or other information about any Loan Party or its Subsidiaries, or receive such information from, (i) any financial institution, credit reporting agency, rating agency or credit bureau, (ii) any Person with whom such Loan Party may have or proposes to have financial dealings, and (iii) any Person in connection with any dealings such Loan Party has or proposes to have with the Lender. Each Loan Party agrees that the Lender may use that information to establish and maintain the Borrowers' relationship with the Lender and to offer any services as permitted by Applicable Law, including services and products offered by the Lender's Subsidiaries when it is considered that this may be suitable to the Borrowers.



- (w) Each Loan Party will from time to time promptly upon request by the Lender do and execute all acts and documents as may be reasonably required by the Lender to give effect to the Credit Facilities and the Loan Documents, and to any assignment or participation made by the Lender pursuant to this Agreement.
- (x) If, after the date hereof, the introduction of or any change in any Applicable Law or in its interpretation or application of any Applicable Law by any court or by any governmental authority charged with the administration of any Applicable Law, makes it unlawful or prohibited for the Lender to make, to fund or to maintain its commitment or any portion thereof or to perform any of its obligations under this Agreement (any such unlawful or prohibited funding, maintenance or performance being an "Unlawful Obligation"), then the Lender may, by thirty days written notice to the Borrowers (unless the provision of the Applicable Law requires earlier prepayment in which case the notice period will be that shorter period as required to comply with the Applicable Law), terminate its obligations under this Agreement or, at the option of the Lender, terminate only those of its obligations under this Agreement that constitute Unlawful Obligations, and, in that event, the Borrowers will prepay Borrowings owing to the Lender forthwith (or at the end of that period as the Lender in its discretion agrees), without notice or penalty (other than breakage costs), together with all accrued but unpaid interest and fees as may be applicable to the date of payment, or the Lender may, by written notice to the Borrowers, convert those Borrowings forthwith into another basis of Borrowing available under this Agreement if such other basis of Borrowing would not be an Unlawful Obligation.
- (y) Time shall be of the essence in all provisions of this Agreement.
- (z) This Agreement may be executed by one or more of the parties on any number of separate counterparts (whether in original ink, by facsimile or in another electronic format), and all those counterparts taken together will be deemed to constitute one and the same instrument. The delivery of a facsimile or other electronic copy of an executed counterparty to this Agreement shall be deemed to be valid execution and delivery of this Agreement, but the party delivering such facsimile or other electronic copy shall make reasonable efforts to deliver an original copy of this Agreement as soon as possible after delivery of such facsimile or other electronic copy.
- (aa) This Agreement shall be governed by the laws of Alberta. Each of the Loan Parties and the Lender irrevocably and unconditionally agree that any suit, action or other legal proceeding (collectively, a "Suit") instituted by the Lender and arising out of this Agreement shall be brought and adjudicated only in Alberta, and each Loan Party waives and agrees not to assert by way of motion, as a defence or otherwise at any such Suit, any claim that such Loan Party is not subject to the jurisdiction of the above courts, that such Suit is brought in an inconvenient forum or that the venue of such Suit is improper.

## 17. ADDITIONAL TERMS AND CONDITIONS

- (a) Maximum Interest Rate
  - (i) In the event that any provision of this Agreement would oblige the Borrowers to make any payment of interest or any other payment which is construed by a court of competent jurisdiction to be interest in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Lender of interest at a criminal rate (as those terms are construed under the *Criminal Code*

(Canada)), then notwithstanding that provision, that amount or rate will be deemed to have been adjusted *nunc pro tunc* to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the Lender of interest at a criminal rate, that adjustment to be effected, to the extent necessary, as follows:

- (A) first, by reducing the amount or rate of interest required to be paid under this Agreement; and
  - (B) second, by reducing any fees, commissions, premiums and other amounts which would constitute interest for the purposes of Section 347 of the *Criminal Code* (Canada);
- (ii) If, despite giving effect to all adjustments contemplated by clause (a) of this section, the Lender has received an amount in excess of the maximum permitted by that clause, then that excess will be applied by the Lender to the reduction of the principal balance of the Borrowings and not to the payment of interest, or if that excessive interest exceeds that principal balance, that excess will be refunded to the Borrowers.
- (b) Increased Costs, Taxes etc. The Borrowers will reimburse any costs the Lender incurs in performing their obligations under the Credit Facilities resulting from any change in law, including any reserve or special deposit requirement or any tax or capital requirement or any change in the compliance of the Lender therewith, that has the effect of increasing the cost of funding to the Lender or reducing the effective return on its capital. All loan repayments shall be made free and clear of any present and future taxes, withholdings or any other deductions.
- (c) Consent with respect to Confidential Information. The Loan Parties consent to:
- (i) the release of confidential information regarding the business by the Lender to Alberta Treasury Branches business groups, affiliates and subsidiaries for the purpose of assisting the Lender in supporting the Loan Parties with their strategic plans; and
  - (ii) giving any credit or other information about the Loan Parties to, or obtaining such information from, (i) any financial institution, credit reporting agency, rating agency or credit bureau, (ii) any Person with whom the Borrowers may have or proposes to have financial dealings, and (iii) any Person in connection with any dealings the Borrowers have or propose to have with the Lender.
- (d) Consent. The Borrowers authorize and consent to reproduction, disclosure and use by the Lender of information about the Borrowers (including, without limitation, the Borrowers' names and any identifying logos) and the Credit Facilities herein contemplated (all such information being called the "Information") to enable the Lender to publish promotional "tombstones" and other forms of notices of the Credit Facilities in any manner and in any media (including, without limitation, brochures). The Borrowers acknowledge and agree: that the Lender shall be entitled to determine, in its discretion, whether to use the Information; that no compensation will be payable by the Lender resulting there from; and that the Lender shall not have any liability whatsoever to the Borrowers or any of

their employees, officers, directors, affiliates or shareholders in obtaining and using the Information in accordance with this paragraph.

- (e) Paramourcy. In the event that there is any conflict or inconsistency between any provision of this Agreement and any provision of any other Loan Document, this Agreement shall govern and prevail to resolve any conflict or inconsistency in any and all circumstances, such that the provisions of this Agreement shall be paramount to and supersede the conflicting or inconsistent provision of the other Loan Document.
- (f) No Contra Proferentem. This Agreement has been reviewed by the professional advisors of the Loan Parties, and revised during the course of negotiations between the parties. Each Borrower and each Guarantor acknowledges that this Agreement is the product of the joint efforts of the Lender, the Borrowers and Guarantors, expresses their agreement, and, if there is any ambiguity in any of its provisions, such provisions should not be interpreted in favour of the Borrowers or Guarantors.

## 18. DEFINITIONS:

In this Agreement, including the Schedules and in all notices given pursuant to this Agreement, capitalized words and phrases shall have the meanings given to them in this Agreement in their proper context, and words and phrases not otherwise defined in this Agreement but defined below shall have the meanings given to them as set forth below.

“**Agreement**” means this agreement between the Lender, the Borrowers and the Loan Parties, including any attached schedules, as the same may amended, restated, renewed, extended or supplemented from time to time.

“**AML Laws**” means all laws, rules and regulations relating to money laundering or terrorist financing, including, without limitation, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), Part II.1 of the *Criminal Code* (Canada), the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* (Canada) and the *United Nations Al-Qaida and Taliban Regulations* (Canada).

“**Anti-Corruption Laws**” means all laws, rules and regulations relating to bribery or corruption, including, without limitation, the *Corruption of Foreign Public Officials Act* (Canada).

“**Applicable Laws**” means all applicable provisions of federal, provincial, state or local laws, statutes, rules, regulations, official directives and orders of any level of government or governmental authority, agency, board, bureau, department or commission (including any taxing authority) or instrumentality or office of any of the foregoing (including any court or tribunal).

“**Applicable Rate**” means, in respect of a Credit Facility, the yield to a purchaser of a non-callable Government of Canada bond selected by the Lender with a term to maturity approximately equal to the remaining period of the term for such Credit Facility, had such Credit Facility not been prepaid, calculated by the Lender as at the close of business on the Business Day immediately prior to the date of prepayment, expressed as a rate per annum, calculated daily.

“**Borrowing**” means any advance, utilization or other accommodation under any Credit Facility.

“**Business Day**” means a day, excluding Saturday and Sunday, on which banking institutions are open for business in the province of Alberta.

“**Change of Control**” means the occurrence of any of the following events without the written consent of the Lender:

- (a) any Person or Persons acting jointly or in concert (within the meaning of the *Securities Act* (Alberta)), shall beneficially, directly or indirectly, hold or exercise control or direction over and/or have the right to hold or exercise control or direction over (whether such right is exercisable immediately or only after the passage of time) more than [20%] of the issued and outstanding voting shares of each Borrower;
- (b) during any period of two consecutive years, individuals who at the beginning of such period constitute the board of directors of a Loan Party cease, for any reason, to constitute at least a majority of the board of directors of such Loan Party unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period (the “**Incumbent Directors**”) and in particular, any new director who assumes office in connection with or as a result of any actual or threatened proxy or other election contest of the board of directors of such Loan Party shall never be considered an Incumbent Director;
- (c) a change in the composition of management of a Loan Party which in the opinion of the Lender would constitute a Material Adverse Change; or
- (d) a Loan Party or Loan Parties cease to own, control and direct 100% of the shares of any Guarantor.

“**Closing Date**” means July 5, 2017, or such other date as the parties may mutually agree.

“**Credit Facilities**” means, collectively, Credit Facilities #1 to 90, and “**Credit Facility**” means any one of the Credit Facilities.

“**Current Assets**” means for a day, the amount of current assets of the applicable Loan Party as determined in accordance with GAAP on a consolidated basis.

“**Current Liabilities**” means, for a day, the amount of current liabilities of the applicable Loan Party as determined in accordance with GAAP on a consolidated basis excluding the current portion of long-term debt.

“**Current Ratio**” means, at any time, the ratio of (i) Current Assets to (ii) Current Liabilities.

“**EBITDA**” means, for any period, net income (excluding extraordinary items) from continuing operations plus, to the extent deducted in determining net income, Interest Expense and income taxes expensed during the period, interest paid on shareholder loans, and depreciation, depletion and amortization deducted for the period.

“**Effective Time**” means the time when the conditions precedent in section 12 have been satisfied or waived.

“**Encumbrance**” means any Security Interest, lien, trust claim, execution, garnishment or other encumbrance of any kind whatsoever.

**“Environmental Order”** means an order, directive or instruction issued by a governmental authority or a governmental body pursuant to or in respect of any environmental law.

**“Equity”** means, at any time and as determined in accordance with GAAP on a consolidated basis, an amount equal to the amount of shareholders' equity of each Borrower, including share capital, retained earnings and postponed advances from affiliates/shareholders (if postponed on terms and in a manner acceptable to the Lender) but excluding:

- (a) the redemption amount of any preferred shares of each Borrower which are redeemable at the option of the holder (to the extent they are included in Long Term Debt or Funded Debt);
- (b) the amount of any convertible debentures issued (to the extent they are included in Long Term Debt or Funded Debt);
- (c) advances to affiliates/shareholders;
- (d) goodwill; and
- (e) intangible assets.

**“Equivalent Amount”** means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Lender in accordance with normal banking procedures.

**“Event of Default”** means the occurrence of any of the following:

- (a) if a Borrower defaults in paying when due any part of the principal amount or interest amount due under this Agreement;
- (b) if a Borrower defaults in paying when due all or any part of its indebtedness or other liability to the Lender (other than as provided under paragraph (a) above) and such default continues for 3 Business Days after notice from the Lender;
- (c) if any Loan Party defaults in the observance or performance of any of its covenants or obligations under any Loan Document (other than as provided under paragraph (a) or (b) above), or any other document under which such Loan Party is obligated to the Lender, and in any such cases, the default continues for 5 Business Days after notice from the Lender;
- (d) any Change of Control;
- (e) if any Encumbrance on any property or asset of any Loan Party becomes enforceable and steps are taken to enforce it;
- (f) if any default shall have occurred and is continuing in respect of any Indebtedness of a Loan Party (other than Indebtedness owing to the Lender) which results in the acceleration of the payment of such Indebtedness or which permits the holder thereof to accelerate the payment of such Indebtedness and if there is a grace period applicable thereto arising under contract or otherwise, such default continues beyond the expiry of such grace period or if any lender shall demand repayment of any Indebtedness owed to it

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by such Loan Party which is repayable on demand and such Indebtedness shall not be paid on or before the date specified by such lender for payment, and the aggregate principal amount of all such Indebtedness is at least \$100,000;

- (g) if any other creditor of any Loan Party takes collection steps against such Loan Party or all or a material part of its assets;
- (h) if final judgment or judgments should be entered against any Loan Party for the payment of any amount of money exceeding \$100,000, and the judgment or judgments are not discharged within 30 days after entry;
- (i) if an order is made, an effective resolution passed, or a petition is filed for the winding up the affairs of any Loan Party or if a receiver or liquidator of any Loan Party or any part of its assets is appointed;
- (j) if any Loan Party is unable to pay its debts as they become due or makes a general assignment for the benefit of its creditors or an assignment in bankruptcy or files a proposal or notice of intention to file a proposal under the *Bankruptcy and Insolvency Act* or otherwise acknowledges its insolvency or if a bankruptcy petition is filed or receiving order is made against any Loan Party and is not being disputed in good faith;
- (k) if any Loan Party ceases or threatens to cease to carry on its business or makes a bulk sale of its assets;
- (l) if any of the licences, permits or approvals granted by any government or governmental authority or agency and material to the business of any Loan Party is withdrawn, cancelled, suspended or adversely amended;
- (m) if any event or circumstance occurs which has or would reasonably be expected to have a Material Adverse Effect;
- (n) if any representation or warranty made or given in this Agreement, in any certificate delivered pursuant hereto, or in any financial statements delivered pursuant hereto, is false or erroneous in any material respect when made, given or delivered;
- (o) if any provision of any Loan Document for any reason ceases to be valid, binding and enforceable in accordance with its terms, or a Loan Party asserts in writing that this has happened; or any security interest created under any Security Document ceases to be a valid and perfected security interest having, subject to Permitted Encumbrances, a first priority ranking in any of the property purported to be covered by that security interest, which is not rectified or otherwise dealt with to the satisfaction of the Lender within a period of 10 days, other than, in the case of a security interest ceasing to be a perfected security interest, because of any action taken or omission to act by the Lender;
- (p) if the audited financial statements of the Borrowers that are required to be delivered under this Agreement contain a qualification that is not acceptable to the Lender, acting reasonably, and within a period of 30 days after the delivery of such financial statements by the applicable Borrower hereunder either (i) such qualification is not rectified or otherwise dealt with to the satisfaction of the Lender, acting reasonably; or (ii) such Borrower has not delivered a plan to the Lender as to how such Borrower plans to rectify or otherwise deal with such qualification (such plan to include the time frame within

which such Borrower proposes to rectify or otherwise deal with such qualification) and such plan is not satisfactory to the Lender, acting reasonably, and following delivery and acceptance of such plan, such Borrower fails to diligently pursue the same and rectify or otherwise deal with the qualification in accordance with the plan and within the proposed time frame;

- (q) if a Loan Party fails to remit to the applicable governmental authority any material Priority Payable owing by it within 15 days of the date that Priority Payable became due; or
- (r) if any Environmental Order is issued by any governmental authority against a Loan Party and that Environmental Order has not been satisfied or discharged within the time allowed for in that Environmental Order or, if no time is specified in that Environmental Order, within 90 days after the date that Environmental Order was received by a Loan Party, (or any longer period as the Lender may agree to, acting reasonably, provided that Loan Party is at all times acting diligently and in good faith to satisfy the Environmental Order); and save and except where that Environmental Order is being contested actively and diligently in good faith by appropriate and timely proceedings and the enforcement of that Environmental order has been stayed.

“Excess Cash Flow” means, with respect to all Loan Parties, the sum of:

- (a) the consolidated net income for that period;
- (b) the aggregate amount of all non-cash charges deducted in arriving at consolidated net income;
- (c) if there was a net increase in consolidated Current Liabilities during that period, the amount of that net increase;
- (d) if there was a net decrease in consolidated Current Assets (excluding cash) during that period, the amount of that net decrease;
- (e) the remuneration of Royden and Michael, including all of their respective family members, which in no event shall be greater than \$440,000 per annum in aggregate, which remuneration shall include, for greater certainty and without limitation, all salaries, dividends, bonuses, shares, cash and any non-cash equivalents and any other form of compensation;
- (f) losses on debt write-offs;
- (g) expenses related to stock-based compensation;
- (h) expenses related to the assessment of capital stock, including, without limitation, the adjustment of the redemption value of preferred shares; and
- (i) any other expense outside the ordinary course of business with no impact on cash flow, including, without limitation, any impact from the transition to new accounting standards,

less the sum of:

- (j) the aggregate amount of all non-cash credits included in arriving at consolidated net income;
- (k) if there was a net decrease in consolidated Current Liabilities during that period, the amount of that net decrease;
- (l) if there was a net increase in consolidated Current Assets (excluding cash) during that period, the amount of that net increase;
- (m) the aggregate amount of capital expenditures (to the extent not financed with Long Term Debt) of the Loan Parties paid in cash during that period solely to the extent permitted by this Agreement; and
- (n) the aggregate amount of all permanent principal repayments or prepayments (to the extent the proceeds used to make those repayments or prepayments were included in consolidated net income) of Long Term Debt made by the Loan Parties during that period, other than Long Term Debt that is revolving in nature unless accompanied by a corresponding permanent reduction in the commitments relating to that Long Term Debt.

**“Financial Market Disruption”** means the (i) occurrence, coming into effect or announcement of any event of provincial, national or international consequence, or of any law, regulation, enquiry, proceeding, or political or economic condition, which, in the opinion of the Lender, acting reasonably, may or may reasonably be expected to materially and adversely affect the Alberta, Canadian, United States or global financial markets generally, or operates to prevent or restrict the trading in, or materially and adversely affects the pricing of, Government of Canada bonds (or such other instrument which the Lender uses as a reference for determining the interest rates hereunder); or (ii) determination by the Lender, acting in a commercially reasonable manner in the circumstances, that the cost of funds associated with a Credit Facility is in excess of a level that is commercially acceptable to the Lender in the circumstances.

**“Generally Accepted Accounting Principles”** or **“GAAP”** means generally accepted accounting principles which are in effect from time to time in Canada, including, for certainty, International Financial Reporting Standards (IFRS), Accounting Standards for Private Enterprises (ASPE), Accounting Standards for Not-for-Profit Organisations and Accounting Standards for Pension Plans, as applicable, (each only to the extent adopted by the Canadian Institute of Chartered Accountants Accounting Standards Board (“CICA”) or any successor thereto as generally accepted accounting principles in Canada and then subject to such modifications thereto as are agreed by CICA).

**“Good Accounts Receivable”** means unencumbered accounts receivable of the Loan Parties from Canadian debtors excluding: (i) bad or doubtful accounts; (ii) all amounts due from any affiliate; (iii) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the entire account, and provided that the entire account may be included where the Lender has nevertheless designated the account as good; (iv) the amount of all holdbacks or contra accounts; and (v) any accounts which the Lender has previously advised to be ineligible.

**“Guarantor”** means any party that provides a guarantee in favour of the Lender with respect to the Borrowings hereunder.

**“Hedging Agreement”** means any swap, hedging, interest rate, currency, foreign exchange or commodity contract or agreement, or confirmation thereunder, entered into from time to time in connection with:



- (a) interest rate swaps, forward rate transactions, interest rate options, cap transactions, floor transactions and similar rate-related transactions;
- (b) forward rate agreements, foreign exchange forward agreements, cross currency transactions and other similar currency-related transactions; or
- (c) commodity swaps, hedging transactions and other similar commodity-related transactions (whether physically or financially settled), including without limitation commodity swaps;

the purpose of which is to hedge (a) interest rate, (b) currency exchange, and/or (c) commodity price exposure, as the case may be.

**"Indebtedness"** means all present and future obligations and indebtedness of a person, whether direct or indirect, absolute or contingent, including all indebtedness for borrowed money, all obligations in respect of swap or hedging arrangements and all other liabilities which in accordance with GAAP would appear on the liability side of a balance sheet (other than items of capital, retained earnings and surplus or deferred tax reserves).

**"Interest Expense"** means, for any period, the cost of advances of credit during that period, including interest charges, the interest component of capital leases, capitalized interest, fees payable on bankers' acceptances and guaranteed notes, and fees payable in respect of letters of credit and letters of guarantee.

**"Inventory"** means unencumbered inventory of the Loan Parties (including raw materials and finished goods but excluding work in progress).

**"Lender"** means Alberta Treasury Branches, operating as ATB Financial.

**"Loan Documents"** means this Agreement, the Security Documents and each instrument, agreement, certificate, application, request, indemnity and other document of any nature or kind now or hereafter executed in connection with this Agreement or any Security Documents, all as amended, restated and replaced from time to time.

**"Loan Parties"** means the Borrowers and all Guarantors, other than any Guarantors that are natural persons, and **"Loan Party"** means any of them.

**"Long Term Debt"** means, for a day and as determined in accordance with GAAP on a consolidated basis, all indebtedness, obligations and liabilities of each Borrower which would be classified as long term debt upon a balance sheet of such Borrower, plus (to the extent not included in Equity),

- (a) the redemption amount of any preferred shares of such Borrower which are redeemable at the option of the holder; and
- (b) the amount of any convertible debentures issued.

**"Material Adverse Change"** means any change, event, violation, circumstance or effect which, when considered individually or when aggregated with other changes, events, violations, circumstances or effects, is or would reasonably be expected to have a Material Adverse Effect.

**"Material Adverse Effect"** means a material adverse effect on the condition (financial or otherwise), property, assets, operations, business or prospects of the Loan Parties taken as a whole, or a material

adverse effect on the ability of the Borrowers to repay the Credit Facilities or on the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party.

**"Material Contract"** means any right, interest, agreement, arrangement or understanding entered into by any Loan Party, whether written or oral, the loss or termination of which (without replacement), or under which the acceleration of any payment obligation, in each case by or of such Loan Party, would have a Material Adverse Effect.

**"Person"** means any natural person, corporation (including a business trust and a public benefit corporation), limited liability company, unlimited liability corporation, trust, joint venture, association, company, partnership, joint stock company, firm, enterprise, unincorporated association, governmental authority or other entity.

**"Permitted Encumbrances"** means, in respect of any Loan Party, the following:

- (a) liens for taxes, assessments or governmental charges not yet due or delinquent or the validity of which is being contested in good faith;
- (b) liens arising in connection with workers' compensation, unemployment insurance, pension, employment or other social benefits laws or regulations which are not yet due or delinquent or the validity of which is being contested in good faith;
- (c) liens under or pursuant to any judgment rendered or claim filed which are or will be appealed in good faith provided any execution thereof has been stayed;
- (d) undetermined or inchoate liens and charges incidental to construction or current operations which have not at such time been filed pursuant to law or which relate to obligations not due or delinquent or the validity of which is being contested in good faith by appropriate proceedings;
- (e) liens arising by operation of law such as builders' liens, carriers' liens, materialmen's liens and other liens of a similar nature which relate to obligations not due or delinquent or the validity of which is being contested in good faith by appropriate proceedings;
- (f) easements, rights-of-way, servitudes or other similar rights in land (including, without in any way limiting the generality of the foregoing, rights-of-way and servitudes for railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved or taken by other Persons which singularly or in the aggregate do not materially detract from the value of the land concerned or materially impair its use in the operation of the business of such Loan Party;
- (g) security given to a public utility or any municipality or governmental or other public authority when required by such utility or municipality or other authority in connection with the operations of such Loan Party, all in the ordinary course of its business which singularly or in the aggregate do not cause a Material Adverse Effect;
- (h) the reservation in any original grants from the Crown of any land or interests therein and statutory exceptions to title;
- (i) operating leases;

- (j) subject to subparagraph (l) below, capital lease transactions (according to GAAP) or sale-leaseback transactions where the indebtedness represented by all such transactions does not at any time exceed \$100,000 in aggregate;
- (k) subject to subparagraph (l) below, security interests granted or assumed to finance the purchase of any property or asset (a "Purchase Money Security Interest") where:
  - (i) the security interest is granted at the time of or within 60 days after the purchase,
  - (ii) the security interest is limited to the property and assets acquired, and
  - (iii) the indebtedness represented by all Purchase Money Security Interests does not at any time exceed \$100,000 in aggregate;
- (l) capital lease transactions (according to GAAP) or Purchase Money Security Interests between Mustang as lessee or debtor and EFN Financial Inc., provided that the leasehold or security interest is limited to the property acquired under such transactions, and the aggregate rental payments thereunder or the principal amounts secured thereby does not increase after the date hereof without the prior written consent of the Lender;
- (m) security interest in favour of Haymax Consulting Inc. and McPhedran Consulting Inc. in respect of the Rig #8 Equipment; and
- (n) security interests or liens (other than those hereinbefore listed) of a specific nature (and excluding for greater certainty floating charges) on properties and assets having a fair market value not in excess of \$100,000 in aggregate,

and for certainty, the permission to create a Permitted Encumbrance shall not be construed as a subordination or postponement, express or implied, of the Security Documents to such Permitted Encumbrance.

"Prime" means the prime lending rate per annum established by the Lender from time to time for commercial loans denominated in Canadian dollars made by the Lender in Canada.

"Priority Payable" means, at any time, any liability of any Loan Party to any Person that ranks, in right of payment in any circumstances, equal to or in priority to any liability of a Loan Party to the Lender, and may include unpaid wages, salaries and commissions, unremitted source deductions for employment insurance premiums or Canada Pension Plan contributions, vacation pay, arrears of rent, unpaid taxes, withholding tax liabilities, goods and services taxes, all sales and consumption taxes, harmonized sales tax, customs duties, amounts owed in respect of workers' compensation, amounts owed to unpaid vendors who have a right of repossession, and amounts owing to creditors which may claim priority by statute or under a Purchase Money Security Interest.

"Rig #8 Equipment" means, collectively, (a) Rig Carrier, 2010, serial number 2RCR545S2A16F8386, Rykar Model Free Standing 5-axle self-propelled back-in carrier, (b) Mast, 2010, serial number Rk609-10-10, Ryker Model 72-140, 21.9 mm (72 ft.), (c) Pump Truck, 2005, serial number SKJRALCK55PN28007, Western Star Model T800, and (d) Auxiliary Truck, 1999, serial number 2WLPCD2G4YK960579.

“**Sanctions**” means any sanctions or trade embargoes imposed, administered or enforced from time to time by any relevant sanctions authority including, without limitation, under the *United Nations Act* (Canada), the *Special Economic Measures Act* (Canada) and the *Export and Import Permits Act* (Canada).

“**Security Interest**” means mortgage, charge or security interest.

“**Subordinated Debt**” means Indebtedness of a Borrower:

- (a) the primary terms of which including, without limitation, its interest rate, payment schedule and maturity date, and the proposed use of funds, are all satisfactory to the Lender;
- (b) which has been validly and absolutely postponed and subordinated in right of payment and collection to the permanent repayment in full of the Borrowings to the satisfaction of the Lender; and
- (c) which is unsecured or with respect to which all security, if any, held for that Indebtedness has been fully subordinated to the security granted under the Loan Documents to the satisfaction of the Lender.

“**Subsidiaries**” means

- (a) a person of which another person alone or in conjunction with its other subsidiaries owns an aggregate number of voting shares sufficient to elect a majority of the directors regardless of the manner in which other voting shares are voted; and
- (b) a partnership of which at least a majority of the outstanding income interests or capital interests are directly or indirectly owned or controlled by such person,

and includes a person in like relation to a Subsidiary.

SCHEDULE "A"

CONTAINING FORM OF COMPLIANCE CERTIFICATE

To: Alberta Treasury Branches  
Corporate Financial Services  
Suite 600, 585 – 8<sup>th</sup> Avenue SW  
Calgary, AB T2P 1G1  
Attention: Trina Holland

I, \_\_\_\_\_ hereby certify as of the date of this certificate as follows:

- (a) I am the \_\_\_\_\_ [insert title] of [Mustang Well Services Ltd.] [KKSER Enterprises Ltd.] [Complete Oilfield Manufacturing Inc.] [Reaction Oilfield Supply (2012) Ltd.] [Choose applicable] (the "Borrower") and I am authorized to provide this certificate to you for and on behalf of the Borrower.
- (b) This certificate applies to the [month/fiscal quarter/fiscal year] ending \_\_\_\_\_.
- (c) I am familiar with and have examined the provisions of the letter agreement (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Agreement") dated \_\_\_\_\_, 20\_\_\_\_ between, *inter alia*, the Borrower and Alberta Treasury Branches (the "Lender"), as lender, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower and of any Guarantor. Terms defined in the Agreement have the same meanings when used in this certificate.
- (d) No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of the Agreement and there is no reason to believe that during the next fiscal quarter of the Borrower, any such event or circumstance will occur.

OR

We are or anticipate being in default of the following terms or conditions, and our proposed action to meet compliance is set out below:

Description of any breaches and proposed action to remedy: \_\_\_\_\_  
\_\_\_\_\_

- (e) [For Mustang only] Our financial ratios are as follows:
  - (i) the Current Ratio is \_\_\_\_:1, being not less than the required ratio of 0.75:1.00;
  - i) capital expenditures are to date are \$ \_\_\_\_\_, which do not exceed the limit of \$650,000 for the fiscal year; and
  - ii) the actual EBITDA is \$ \_\_\_\_\_, being not less than 85% of forecast EBITDA.

- (f) The detailed calculations of the foregoing ratios and covenants are set forth in the addendum annexed hereto and are true and correct in all respects.

This certificate is given by the undersigned officer in his/her capacity as an officer of the Borrower without any personal liability on the part of such officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**[MUSTANG WELL SERVICES LTD.] [KKSER ENTERPRISES LTD.] [COMPLETE OILFIELD  
MANUFACTURING INC.] [REACTION OILFIELD SUPPLY (2012) LD.]**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPENDIX

(i) the Current Ratio is \_\_\_\_:1, calculated as follows:

Current Assets: \$ \_\_\_\_\_

divided by:

Current Liabilities: \$ \_\_\_\_\_

(ii) actual EBITDA is \$ \_\_\_\_\_, calculated as follows:

net income (excluding extraordinary items) from continuing operations \$ \_\_\_\_\_

PLUS (to the extent deducted in determining net income):

Interest Expense: \$ \_\_\_\_\_

income taxes expenses \$ \_\_\_\_\_

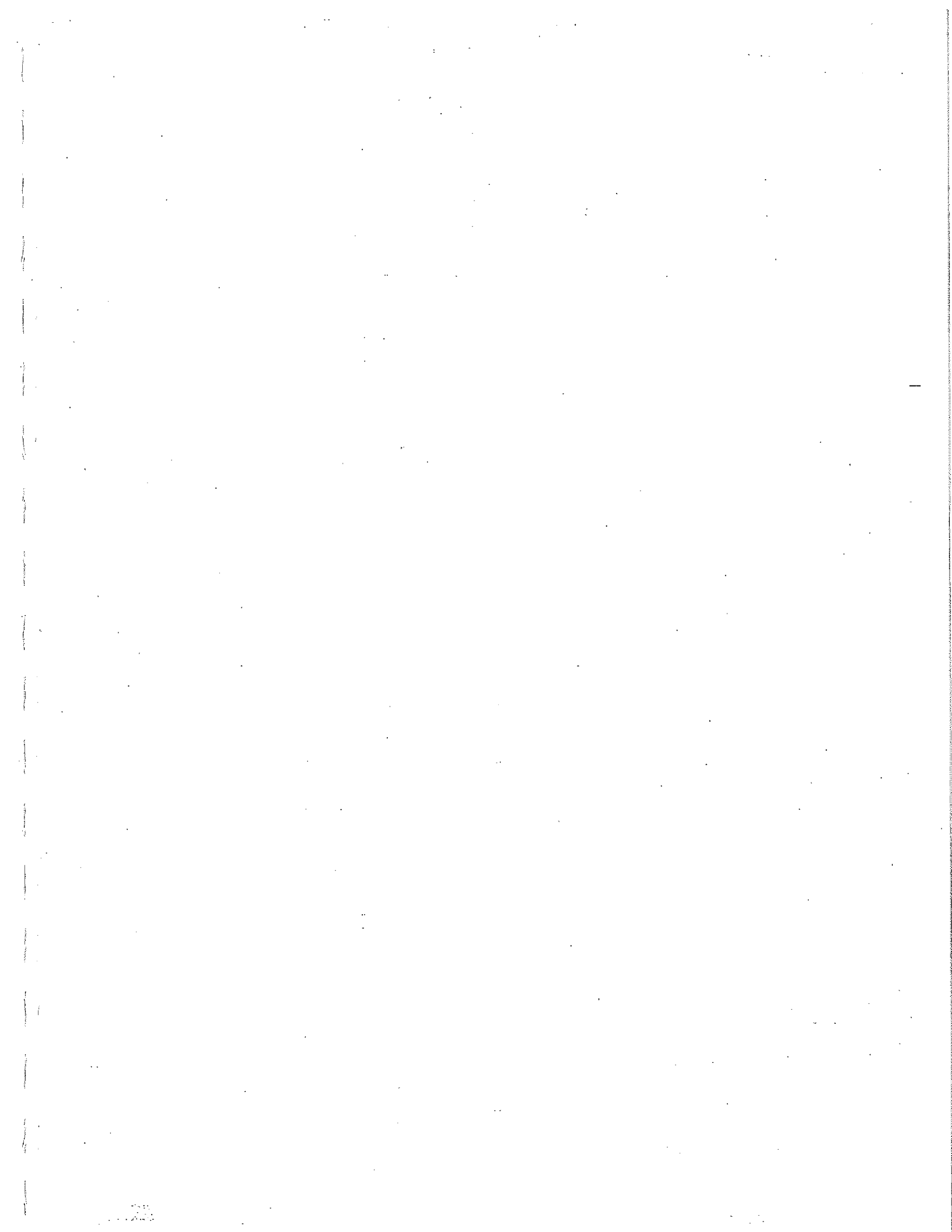
depreciation, depletion and amortization \$ \_\_\_\_\_

= \$ \_\_\_\_\_

A-4

**SCHEDULE "B"**  
**ORGANIZATION CHART OF LOAN PARTIES**





This is **Exhibit "B"** referred to in the Affidavit of  
Trina Holland, Sworn before me this 14th day of May 2018



---

A Commissioner for Oaths in and for the Province of Alberta

**Anthony Mersich**  
**Barrister and Solicitor**

ATB Corporate Financial Services  
Suite 600, 585 8<sup>th</sup> Avenue SW  
Calgary, AB T2P 1G1  
Phone: 403-731-3083

August 10, 2017

Mustang Well Services Ltd.  
KKSER Enterprises Ltd.  
Complete Oilfield Manufacturing Inc.  
Reaction Oilfield Supply (2012) Ltd.  
c/o PO Box 1467  
Camrose, AB. T4V 1X4

*Attn: Royden Wideman or Michael Kallal*

Dear Sirs:

Alberta Treasury Branches (the "Lender") refers to the commitment letter dated as of July 26, 2017 (the "Commitment Letter") in favour of Mustang Well Services Ltd., KKSER Enterprises Ltd., Complete Oilfield Manufacturing Inc. and Reaction Oilfield Supply (2012) Ltd. (collectively, the "Borrowers"). The Borrowers have requested certain amendments to the Credit Agreement and the Lender has agreed to such amendments subject to the terms and conditions set out in this amending agreement (the "Amending Agreement").

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lender and Borrowers agree as follows:

1. Except as otherwise set out in this Amending Agreement, capitalized words and phrases shall have the meanings given to them in the Credit Agreement.
2. Section 2(a) of the Credit Agreement is amended to increase the maximum amount available under Credit Facility #1 from \$4,250,000 to \$4,750,000 for a period from the date the conditions in paragraph 3 hereof are satisfied until October 17, 2017, whereupon the maximum amount available shall be automatically decreased to \$4,250,000. For greater certainty, the availability of any Borrowing under Credit Facility #1 remains subject to the overall Facility #1 Margin Limit, which continues to be calculated in accordance with section 2(a) of the Credit Agreement, subject to the temporarily increased maximum amount provided for herein.
3. The amendment to section 2(a) of the Credit Agreement provided for in paragraph 2 of this Amending Agreement shall become effective upon the satisfaction of the following conditions precedent (which are for the sole benefit of the Lender and may be waived by the Lender in whole or in part subject to such terms as the Lender may stipulate):
  - (a) the execution and delivery to the Lender of this Amending Agreement by the Borrowers and the Guarantors;
  - (b) no Event of Default shall have occurred and be continuing; and
  - (c) the Lender shall have received an amendment fee in the amount of \$250.

4. The Borrowers represent and warrant that as of the date hereof:
- (a) the Borrowers and corporate Guarantors have the full power and capacity to enter into this Amending Agreement and, in the case of the Borrowers, to perform their obligations under the Credit Agreement as amended by this Amending Agreement (the “**Amended Credit Agreement**”);
  - (b) the execution and delivery by the Borrowers and corporate Guarantors of this Amending Agreement and the performance by the Borrowers of the Amended Credit Agreement have been duly authorized by all necessary action on the part of the Borrowers and Guarantors;
  - (c) the execution and delivery by the Borrowers and corporate Guarantors of this Amending Agreement, and the performance by the Borrowers of the Amended Credit Agreement, do not conflict with or contravene or constitute a default under (i) the articles of incorporation or by-laws or any resolutions of the Borrowers or Guarantors; (ii) any agreement or instrument to which any Borrower or corporate Guarantor is a party or by which it is bound; or (iii) any law, regulation, judgment, order, license or permit having application to any Borrower or corporate Guarantor or any of their respective property or assets;
  - (d) this Amending Agreement has been duly executed and delivered by the Borrowers and Guarantors and the Amended Credit Agreement constitutes legally valid and binding obligations of the Borrowers, enforceable against the Borrowers in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors’ rights generally or by equitable principles relating to enforceability; and
  - (e) the information acknowledged and confirmed in section 1(c) of the Credit Agreement, and the representations and warranties contained in section 7 of the Credit Agreement are and will be true, correct and complete in all material respects on and as of the date hereof to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true, correct and complete in all material respects on and as of such earlier date.
5. Each reference in the Loan Documents to the Credit Agreement shall be to the Credit Agreement as supplemented and amended by this Amending Agreement, and except as the Credit Agreement is further supplemented or amended, the Credit Agreement shall remain in full force and effect and is hereby ratified and confirmed.
6. The execution and delivery of this Amending Agreement shall not operate as a waiver of any right, power or remedy of the Lender under the Credit Agreement or any other Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any of the other Loan Documents, and is without prejudice to any of the rights or remedies of the Lender under the Credit Agreement or any other Loan Document with respect thereto and shall not extend to any other matter, provision or breach of, or Event of Default under, the Credit Agreement.
7. Words importing the singular will include the plural and *vice versa*, and words importing gender will include the masculine, feminine and neuter, and anything importing or referring to a person

will include a body corporate and a partnership and any entity, in each case all as the context and the nature of the parties requires.

8. This Agreement supersedes and replaces all prior discussions with respect to the subject matter hereof.
9. Time shall be of the essence in all provisions of this Agreement.
10. This Agreement may be executed by one or more of the parties on any number of separate counterparts (whether in original ink, by facsimile or in another electronic format), and all those counterparts taken together will be deemed to constitute one and the same instrument. The delivery of a facsimile or other electronic copy of an executed counterparty to this Agreement shall be deemed to be valid execution and delivery of this Agreement, but the party delivering such facsimile or other electronic copy shall make reasonable efforts to deliver an original copy of this Agreement as soon as possible after delivery of such facsimile or other electronic copy.
11. This Agreement shall be governed by the laws of Alberta.
12. This Agreement has been reviewed by the professional advisors of the Loan Parties, and revised during the course of negotiations between the parties. Each Borrower and each Guarantor acknowledges that this Agreement is the product of the joint efforts of the Lender, the Borrowers and Guarantors, expresses their agreement, and, if there is any ambiguity in any of its provisions, such provisions should not be interpreted in favour of the Borrowers or Guarantors.

The Borrowers may accept the offer to amend the Credit Agreement contained in this Amending Agreement by returning the enclosed duplicate of this letter, signed as indicated below, by 4:00 p.m. on or before August 11, 2017 or the offer will automatically expire. We reserve the right to cancel our offer at any time prior to acceptance.

Thank you for your continued business.

Yours truly,

ALBERTA TREASURY BRANCHES

Per: 

Name: Trina Holland  
Title: Director

Per: 

Name: Chris Dumont  
Title: Associate Director

Accepted this \_\_\_\_ day of August, 2017

**BORROWERS**

**MUSTANG WELL SERVICES LTD.**

Per: 

Name: Royden Wideman  
Title: President


Per: 

Name:  
Title:

**KKSR ENTERPRISES LTD.**

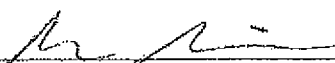
Per: 

Name: Royden Wideman  
Title: President

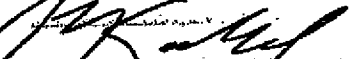
Per: 

Name:  
Title:

**COMPLETE OILFIELD  
MANUFACTURING INC.**

Per: 

Name: Royden Wideman  
Title: President

Per: 

Name:  
Title:

**REACTION OILFIELD SUPPLY  
(2012) LTD.**

Per: 

Name: MICHAEL COLEMAN  
Title: Director

Per: 

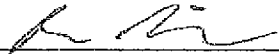
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Title:


**ACKNOWLEDGEMENT AND AGREEMENT**

Each of the undersigned, in their capacity as a Guarantor of the Borrowers, acknowledges and agrees to the terms of this Amending Agreement as of this \_\_\_ day of August, 2017, and acknowledges that the Lender has made no representation or warranty of any kind as to the realization on the undersigned's guarantee (or any collateral security thereunder) and that such guarantee is confirmed. Each of the undersigned further acknowledges that the Credit Agreement may be amended, supplemented, restated, modified or renewed without the undersigned's consent and without reducing, restricting or otherwise limiting the undersigned's liability in any way.

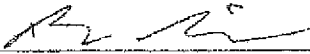
**GUARANTORS**

**MUSTANG WELL SERVICES LTD.**

Per:   
Name: **Royden Wideman**  
Title: *President*


Per:   
Name:  
Title:

**KKSER ENTERPRISES LTD.**

Per:   
Name: **Royden Wideman**  
Title: *President*

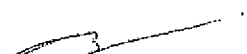
Per:   
Name:  
Title:


**COMPLETE OILFIELD  
MANUFACTURING INC.**

Per:   
Name: **Royden Wideman**  
Title: *President*


Per:   
Name:  
Title:

**REACTION OILFIELD SUPPLY  
(2012) LTD.**

Per:   
Name: *MICHAEL CAMPBELL*  
Title: *OWNER*

Per:   
Name:  
Title:

**MRBD LTD.**

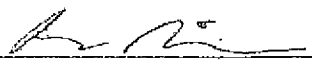
Per:   
Name: **Royden Wideman**  
Title: *President*

Per:   
Name:  
Title:

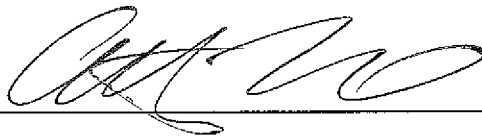
WITNESS

WITNESS

  
**MICHAEL KALLAL**

  
**ROYDEN WIDEMAN**

This is **Exhibit "C"** referred to in the Affidavit of  
Trina Holland, Sworn before me this 14th day of May 2018

A handwritten signature in black ink, appearing to read 'Anthony Mersich', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

**Anthony Mersich**  
Barrister and Solicitor



ATB Corporate Financial Services  
Suite 600, 585 8<sup>th</sup> Avenue SW  
Calgary, AB T2P 1G1  
Phone: 403-731-3083

October 23, 2017

Mustang Well Services Ltd.  
KKSR Enterprises Ltd.  
Complete Oilfield Manufacturing Inc.  
Reaction Oilfield Supply (2012) Ltd.  
c/o PO Box 1467  
Canrose, AB T4V 1X4

*Attn: Royden Wideman and Michael Kallal*

Dear Sirs:

Alberta Treasury Branches (the "**Lender**") refers to the letter loan agreement dated as of July 26, 2017 among, *inter alia*, the Lender, and lender, and Mustang Well Services Ltd., KKSR Enterprises Ltd., Complete Oilfield Manufacturing Inc. and Reaction Oilfield Supply (2012) Ltd. (collectively, the "**Borrowers**"), as borrowers, as amended by a letter agreement dated August 10, 2017 (as amended, and as further amended, restated, replaced, supplemented or otherwise modified to the date hereof, the "**Credit Agreement**"). The Borrowers have requested certain amendments to the Credit Agreement and the Lender has agreed to such amendments subject to the terms and conditions set out in this amending agreement (the "**Amending Agreement**").

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lender and Borrowers agree as follows:

1. Except as otherwise set out in this Amending Agreement, capitalized words and phrases shall have the meanings given to them in the Credit Agreement. For greater certainty, the term "Credit Facility #9 Margin Limit" in section 2(h) of the Credit Agreement is replaced by "Credit Facility #8 Margin Limit".
2. Section 1 of the Credit Agreement is amended to add the following as section (g):
  - (g) by no later than the last Business Day of each month, a report summarizing the steps taken by the Borrowers to sell their property or assets or obtain new investors to permit the repayment of, and efforts to seek new lenders in order to refinance, the Indebtedness of the Borrowers to the Lender, which report shall be in form and substance satisfactory to the Lender.
3. Section 2(a) of the Credit Agreement is amended by deleting the words "plus \$1,800,000" from the Facility #1 Margin Limit, so that the Facility #1 Margin Limit will be equal to the lesser of:
  - the maximum principal amount permitted to be outstanding under Credit Facility #1, which maximum principal amount shall be no greater than \$2,950,000 until December 15, 2017, and thereafter shall be no greater than \$2,450,000; or
  - 75% of Good Accounts Receivable.

1 | Page

4. Section 2(c) of the Credit Agreement is amended by:

- (a) increasing the amount available under Credit Facility #3, which is currently \$10,514,938.01, less any principal payments made under Credit Facility #3 from and after July 11, 2017, by \$1,809,957.00; and
- (b) deleting the last paragraph of Section 2(c) and inserting the following in its place:

“ Mustang shall make the following payments under Credit Facility #3: (a) until September 15, 2017, Mustang shall pay to the Lender interest only on the 15th day of each month; (b) on September 15, 2017, and on the 15th day of each month thereafter, Mustang shall make principal payments, based upon the amortization period referred to below, in the amount of \$116,667.00, plus accrued interest; and (c) on March 31, 2018, Mustang shall make a principal payment in the amount of \$4,730,000.00. Notwithstanding the provision for principal and interest payments, the unpaid balance of Indebtedness owing under Credit Facility #3 shall be due and payable in full on demand by the Lender. Payment amounts are subject to adjustment on notice to Mustang to ensure amortization period of 91 months is maintained. For greater certainty, principal amounts repaid that have been repaid to the Lender may not be reborrowed.”

5. Section 4 of the Credit Agreement is amended to replace “August 31, 2017” with “March 31, 2018”.

6. Bardovue Rentals Ltd. (“Bardovue”) is added as an additional Guarantor under the Credit Agreement and section 6 of the Credit Agreement is amended to add the following Security Documents (collectively, the “Bardovue Security”):

- (a) Continuing Guarantee from Bardovue in respect of Reaction – unlimited;
- (b) Continuing Guarantee from Bardovue in respect of KKSR -- unlimited;
- (c) Continuing Guarantee from Bardovue in respect of Complete – unlimited;
- (d) Continuing Guarantee from Bardovue in respect of Reaction – unlimited; and
- (e) General Security Agreement from Bardovue providing a security interest over all present and after acquired real and personal property.

7. The parties acknowledge that, effective upon the date that the conditions in paragraph 8 hereof are satisfied, the following Security Documents will be released by the Lender:

- (a) Continuing Joint and Several Guarantee from Michael, Royden and Crawford in respect of Reaction - limited to \$300,000.00, dated April 30, 2015, but for certainty, only in respect of Crawford; and

(b) Postponement and Assignment of Claims from Crawford in respect of Reaction dated April 30, 2015.

8. The amendments to the Credit Agreement provided for in sections 1, 2, 3, 4(b) and 5 of this Amending Agreement shall be effective immediately upon the execution of this Amending Agreement by the Lender and the Loan Parties. The amendments to the Credit Agreement provided for in section 4(a), 6 and 7 of this Amending Agreement shall become effective upon the satisfaction of the following conditions precedent (which are for the sole benefit of the Lender and may be waived by the Lender in whole or in part subject to such terms as the Lender may stipulate):

- (a) the execution and delivery to the Lender of four (4) original copies of this Amending Agreement by the Borrowers and the Guarantors;
- (b) the execution and delivery by Bardovue in favour of the Lender of four (4) original copies of the Bardovue Security;
- (c) the execution and delivery by Michael, Royden and Crawford of four (4) original copies of a release of guarantee and postponement of claim in favour of the Lender in;
- (d) the registration to the satisfaction of the Lender of the mortgages, charges and security interests created by the Bardovue Security in such public registry systems and in such jurisdictions as the Lender deems necessary or desirable;
- (e) the Borrowers shall have provided to the Lender written evidence satisfactory to the Lender that BDC Capital Inc. will not require principal payments under any credit facilities it has provided to any Loan Party until March 31, 2018;
- (f) no Event of Default shall have occurred and be continuing; and
- (g) the Lender shall have received an amendment fee in the amount of \$250.

9. The Borrowers represent and warrant that as of the date hereof:

- (a) the Borrowers and corporate Guarantors have the full power and capacity to enter into this Amending Agreement and, in the case of the Borrowers, to perform their obligations under the Credit Agreement as amended by this Amending Agreement (the "Amended Credit Agreement");
- (b) the execution and delivery by the Borrowers and corporate Guarantors of this Amending Agreement and the performance by the Borrowers of the Amended Credit Agreement have been duly authorized by all necessary action on the part of the Borrowers and Guarantors;
- (c) the execution and delivery by the Borrowers and corporate Guarantors of this Amending Agreement, and the performance by the Borrowers of the Amended Credit Agreement, do not conflict with or contravene or constitute a default under (i) the articles of incorporation or by-laws or any resolutions of the Borrowers or Guarantors; (ii) any agreement or instrument to which any Borrower or corporate Guarantor is a party or by which it is bound; or (iii) any law, regulation, judgment, order, license or permit having

application to any Borrower or corporate Guarantor or any of their respective property or assets;

- (d) this Amending Agreement has been duly executed and delivered by the Borrowers and Guarantors and the Amended Credit Agreement constitutes legally valid and binding obligations of the Borrowers, enforceable against the Borrowers in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability; and
  - (e) the information acknowledged and confirmed in section 1(c) of the Credit Agreement, and the representations and warranties contained in section 7 of the Credit Agreement are and will be true, correct and complete in all material respects on and as of the date hereof to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true, correct and complete in all material respects on and as of such earlier date.
10. Each reference in the Loan Documents to the Credit Agreement shall be to the Credit Agreement as supplemented and amended by this Amending Agreement, and except as the Credit Agreement is further supplemented or amended, the Credit Agreement shall remain in full force and effect and is hereby ratified and confirmed.
  11. The execution and delivery of this Amending Agreement shall not operate as a waiver of any right, power or remedy of the Lender under the Credit Agreement or any other Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any of the other Loan Documents, and is without prejudice to any of the rights or remedies of the Lender under the Credit Agreement or any other Loan Document with respect thereto and shall not extend to any other matter, provision or breach of, or Event of Default under, the Credit Agreement.
  12. Words importing the singular will include the plural and *vice versa*, and words importing gender will include the masculine, feminine and neuter, and anything importing or referring to a person will include a body corporate and a partnership and any entity, in each case all as the context and the nature of the parties requires.
  13. This Agreement supersedes and replaces all prior discussions with respect to the subject matter hereof.
  14. Time shall be of the essence in all provisions of this Agreement.
  15. This Agreement may be executed by one or more of the parties on any number of separate counterparts (whether in original ink, by facsimile or in another electronic format), and all those counterparts taken together will be deemed to constitute one and the same instrument. The delivery of a facsimile or other electronic copy of an executed counterparty to this Agreement shall be deemed to be valid execution and delivery of this Agreement, but the party delivering such facsimile or other electronic copy shall make reasonable efforts to deliver an original copy of this Agreement as soon as possible after delivery of such facsimile or other electronic copy.
  16. This Agreement shall be governed by the laws of Alberta.

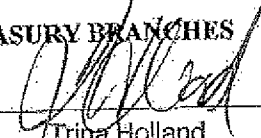
17. This Agreement has been reviewed by the professional advisors of the Loan Parties, and revised during the course of negotiations between the parties. Each Borrower and each Guarantor acknowledges that this Agreement is the product of the joint efforts of the Lender, the Borrowers and Guarantors, expresses their agreement, and, if there is any ambiguity in any of its provisions, such provisions should not be interpreted in favour of the Borrowers or Guarantors.

The Borrowers may accept the offer to amend the Credit Agreement contained in this Amending Agreement by returning the enclosed duplicate of this letter, signed as indicated below, by 4:00 p.m. on or before November 3rd, 2017 or the offer will automatically expire. We reserve the right to cancel our offer at any time prior to acceptance.

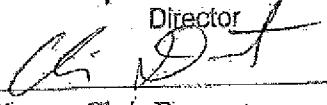
*[Remainder of page intentionally blank; signature page to follow]*

Thank you for your continued business.

Yours truly,

**ALBERTA TREASURY BRANCHES**  
Per: 

Name: Trina Holland  
Title: Director

Per: 

Name: Chris Dumont  
Title: Associate Director

Accepted this 2nd day of November, 2017

**BORROWERS**

**MUSTANG WELL SERVICES LTD.**

Per: [Signature]  
Name: M. K. Hall  
Title: CEO

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KKSR ENTERPRISES LTD.**

Per: [Signature]  
Name: M. K. Hall  
Title: CEO

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMPLETE OILFIELD  
MANUFACTURING INC.**

Per: [Signature]  
Name: M. K. Hall  
Title: CEO

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**REACTION OILFIELD SUPPLY (2012)  
LTD.**

Per: [Signature]  
Name: M. K. Hall  
Title: CEO

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT AND AGREEMENT**

Each of the undersigned, in their capacity as a Guarantor of the Borrowers, acknowledges and agrees to the terms of this Amending Agreement as of this 7<sup>th</sup> day of September, 2017, and acknowledges that the Lender has made no representation or warranty of any kind as to the realization on the undersigned's guarantee (or any collateral security thereunder) and that such guarantee is confirmed. Each of the undersigned further acknowledges that the Credit Agreement may be amended, supplemented, restated, modified or renewed without the undersigned's consent and without reducing, restricting or otherwise limiting the undersigned's liability in any way.

**GUARANTORS**

**MUSTANG WELL SERVICES LTD.**

Per: [Signature]  
Name: **MIKE KALLAL**  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**COMPLETE OILFIELD  
MANUFACTURING INC.**

Per: [Signature]  
Name: **MIKE KALLAL**  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**MRBD LTD.**

Per: [Signature]  
Name: **MIKE KALLAL**  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**KKSR ENTERPRISES LTD.**

Per: [Signature]  
Name: **MIKE KALLAL**  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**REACTION OILFIELD SUPPLY  
(2012) LTD.**

Per: [Signature]  
Name: **MIKE KALLAL**  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**BARDOVUE RENTALS LTD.**

Per: [Signature]  
Name: **MIKE KALLAL**  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

[Signature]  
WITNESS

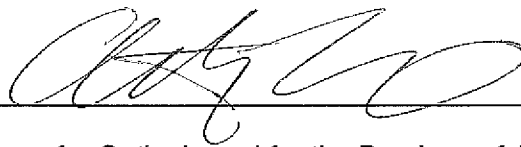
[Signature]  
WITNESS

[Signature]  
MICHAEL KALLAL

[Signature]  
ROYDEN WIDEMAN



This is **Exhibit "D"** referred to in the Affidavit of  
Trina Holland, Sworn before me this 14th day of May 2018

A handwritten signature in black ink, appearing to read 'A. Mersich', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

**Anthony Mersich**  
**Barrister and Solicitor**

## THIRD AMENDMENT TO LOAN AGREEMENT

THIS THIRD AMENDMENT TO THE LOAN AGREEMENT (this "Amendment") is dated December 15, 2017 and entered into by and between Mustang Well Services Ltd., KKSR Enterprises Ltd., Complete Oilfield Manufacturing Inc. and Reaction Oilfield Supply (2012) Ltd. (collectively, the "Borrowers"), as borrowers, and ALBERTA TREASURY BRANCHES, (the "Lender"), as lender, and is made with reference to that letter loan agreement dated as of July 26, 2017, as amended by a first amendment dated as of August 10, 2017 and a second amendment dated as of October 23, 2017 (as so amended, the "Loan Agreement").

### RECITALS

WHEREAS the Borrowers and the Lender wish to amend the Loan Agreement in the manner and on the terms and conditions set forth below:

NOW THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

### ARTICLE 1 DEFINED TERMS

1.1 **Defined Terms.** Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Loan Agreement.

### ARTICLE 2 AMENDMENT TO THE LOAN AGREEMENT

2.1 **Amendments to the Loan Agreement.** The Loan Agreement is hereby amended by:

- (a) deleting the reference the definition of Facility #1 Margin Limit in its entirety and replacing it with:
  - the maximum principal amount permitted to be outstanding under Credit Facility #1, which maximum principal amount shall be no greater than \$3,600,000 until March 5, 2018, and thereafter shall be no greater than \$2,450,000; or
  - 75% of Good Accounts Receivable.

### ARTICLE 3 CONDITIONS TO EFFECTIVENESS

3.1 Article 2 of this Amendment shall become effective only upon the receipt by the Lender:

- (a) of a copy of this Amendment duly executed by the Borrowers and the Guarantors;

- (b) there being no Defaults or Events of Defaults; and
- (c) payment by the Borrowers to the Lender of all fees owing by the Borrowers to the Lender in respect of this Amendment, including the fees payable pursuant to Article 4.

#### ARTICLE 4 FEES

4.1 In consideration of the amendments as provided for herein, the Borrowers shall pay to the Lender an amendment fee of \$1,000.

#### ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 In order to induce the Lender to enter into this Amendment and to amend the Loan Agreement in the manner provided herein, the Borrowers represent and warrant to the Lender as of the date hereof:

- (a) Each Borrower and each corporate Guarantor has the full power and capacity to enter into this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment (the "Amended Loan Agreement").
- (b) The execution and delivery by each Borrower and each corporate Guarantor of this Amendment and the performance by each Borrower and each corporate Guarantor of the Amended Loan Agreement have been duly authorized by all necessary action on the part of each Borrower and each corporate Guarantor.
- (c) The execution and delivery by each Borrower and each corporate Guarantor of this Amendment and the performance by each Borrower and each corporate Guarantor of the Amended Loan Agreement do not conflict with or contravene or constitute a default under: (i) the articles, by-laws or any resolutions of each Borrower and each corporate Guarantor; (ii) any agreement or instrument to which each Borrower and each corporate Guarantor is a party or by which it is bound; or (iii) any law, regulation, judgment, order, license or permit having application to each Borrower and each corporate Guarantor or any of its property or assets.
- (d) This Amendment has been duly executed and delivered by each Borrower and each corporate Guarantor and the Amended Loan Agreement is a legally valid and binding obligation of the Borrower, enforceable against each Borrower and each corporate Guarantor in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.
- (e) The representations and warranties contained in Section 7 of the Loan Agreement (other than those which are within the scope of paragraphs (a) to (d) above) are and will be true, correct and complete in all material respects on and as of the date hereof to the same extent as though made on and as of that date,

except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true, correct and complete in all material respects on and as of such earlier date.

## ARTICLE 6 MISCELLANEOUS

### 6.1 Reference to the Loan Agreement and the other Loan Documents.

- (a) On and after the date hereof, each reference in the Loan Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Loan Agreement and each reference in the other Loan Documents to the "Loan Agreement," "thereunder," "thereof" or words of like import referring to the Loan Agreement shall mean and be a reference to the Amended Loan Agreement.
- (b) Except as specifically amended by this Amendment, the Loan Agreement shall remain in full force and effect and is hereby ratified and confirmed.
- (c) The execution, delivery and performance of this Amendment shall not, except as expressly provided herein, constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Lender under, the Loan Agreement or any of the Security.

6.2 **Fees and Expenses.** The Borrowers acknowledge that all reasonable costs, fees and expenses as incurred by the Lender and the Lender's legal counsel with respect to this Amendment shall be for the account of the Borrowers.

6.3 **Headings.** Section and subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

6.4 **Applicable Law.** This Amendment and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict of laws principles.

6.5 **No Waiver.** Except as expressly stated herein, the execution and delivery of this Amendment shall not operate as a waiver of any right, power or remedy of the Lender under the Loan Agreement or any other Loan Document or any other agreements or instruments delivered in connection therewith or pursuant thereto, nor constitute a waiver of any provision of the Loan Agreement or any of the other Loan Documents or any other agreements or instruments delivered in connection therewith or pursuant thereto, and is without prejudice to any of the rights or remedies of the Lender under the Loan Agreement or any other Loan Document with respect thereto and shall not extend to any other matter, provision or breach of, or Default or Event of Default under, the Loan Agreement.

6.6 **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple

separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

--- SIGNATURE PAGE FOLLOWS ---

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

LENDER:

ALBERTA TREASURY BRANCHES

Per:

Name:

Title:



Trina Holland

Director

Per:

Name:

Title:

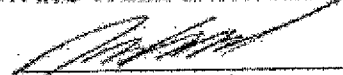


Chris Dumont

Associate Director

**BORROWERS**

**MUSTANG WELL SERVICES LTD.**

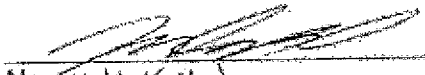
Per: 

Name: H. Kallal  
Title:

Per: \_\_\_\_\_

Name:  
Title:

**KKSR ENTERPRISES LTD.**

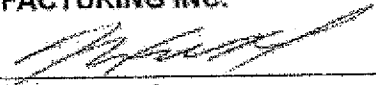
Per: 

Name: H. Kallal  
Title:

Per: \_\_\_\_\_

Name:  
Title:

**COMPLETE OILFIELD  
MANUFACTURING INC.**

Per: 

Name: H. Kallal  
Title:

Per: \_\_\_\_\_

Name:  
Title:

**REACTION OILFIELD SUPPLY (2012)  
LTD.**

Per: 

Name: H. Kallal  
Title:

Per: \_\_\_\_\_

Name:  
Title:

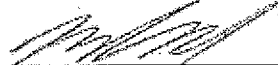
**ACKNOWLEDGEMENT AND AGREEMENT**


Each of the undersigned, in their capacity as a Guarantor of the Borrowers, acknowledges and agrees to the terms of this Amendment, and acknowledges that the Lender has made no representation or warranty of any kind as to the realization on the undersigned's guarantee (or any collateral security thereunder) and that such guarantee is confirmed. Each of the undersigned further acknowledges that the Loan Agreement may be amended, supplemented, restated, modified or renewed without the undersigned's consent and without reducing, restricting or otherwise limiting the undersigned's liability in any way.

**GUARANTORS**

**MUSTANG WELL SERVICES LTD.**

**KKSR ENTERPRISES LTD.**

Per:   
Name: **MIKE KALLAL**  
Title: \_\_\_\_\_

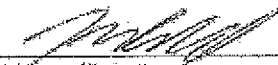
Per:   
Name: **MIKE KALLAL**  
Title: \_\_\_\_\_

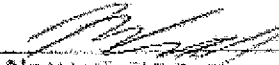
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Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMPLETE OILFIELD MANUFACTURING INC.**

**REACTION OILFIELD SUPPLY (2012) LTD.**

Per:   
Name: **MIKE KALLAL**  
Title: \_\_\_\_\_

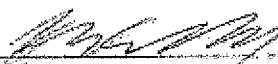
Per:   
Name: **MIKE KALLAL**  
Title: \_\_\_\_\_


Per: \_\_\_\_\_  
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Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MRBD LTD.**

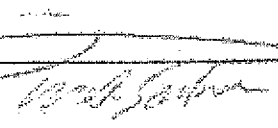
**BARDOVUE RENTALS LTD.**

Per:   
Name: **MIKE KALLAL**  
Title: \_\_\_\_\_

Per:   
Name: **MIKE KALLAL**  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS 

  
**MICHAEL KALLAL**

WITNESS \_\_\_\_\_

\_\_\_\_\_  
**ROYDEN WIDEMAN**



**ACKNOWLEDGEMENT AND AGREEMENT**

Each of the undersigned, in their capacity as a Guarantor of the Borrowers, acknowledges and agrees to the terms of this Amendment, and acknowledges that the Lender has made no representation or warranty of any kind as to the realization on the undersigned's guarantee (or any collateral security thereunder) and that such guarantee is confirmed. Each of the undersigned further acknowledges that the Loan Agreement may be amended, supplemented, restated, modified or renewed without the undersigned's consent and without reducing, restricting or otherwise limiting the undersigned's liability in any way.

**GUARANTORS**

**MUSTANG WELL SERVICES LTD.**

**KKSR ENTERPRISES LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
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Per: \_\_\_\_\_  
Name:  
Title:

**COMPLETE OILFIELD  
MANUFACTURING INC.**

**REACTION OILFIELD SUPPLY  
(2012) LTD.**

Per: \_\_\_\_\_  
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Per: \_\_\_\_\_  
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**MRBD LTD.**

**BARDOVUE RENTALS LTD.**

Per: \_\_\_\_\_  
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Per: \_\_\_\_\_  
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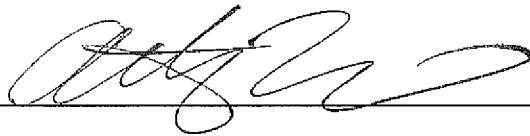
WITNESS

MICHAEL KALLAL

WITNESS

ROYDEN WIDEMAN

This is **Exhibit "E"** referred to in the Affidavit of  
Trina Holland, Sworn before me this 14th day of May 2018

A handwritten signature in black ink, appearing to read 'Anthony Mersich', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

**Anthony Mersich**  
**Barrister and Solicitor**

## FOURTH AMENDMENT TO LOAN AGREEMENT

THIS FOURTH AMENDMENT TO THE LOAN AGREEMENT (this "Amendment") is dated March 9, 2018 and entered into by and between Mustang Well Services Ltd., KKSR Enterprises Ltd., Complete Oilfield Manufacturing Inc. and Reaction Oilfield Supply (2012) Ltd. (collectively, the "Borrowers"), as borrowers, and ATB FINANCIAL (the "Lender"), as lender, and is made with reference to that letter loan agreement dated as of July 26, 2017, as amended by a first amendment dated as of August 10, 2017, a second amendment dated as of October 23, 2017 and a third amendment dated as of December 15, 2017 (as so amended, the "Loan Agreement") among, *inter alia*, the Borrowers, as borrowers, and the Lender (under its former name, Alberta Treasury Branches), as lender.

### RECITALS

WHEREAS the Borrowers and the Lender wish to amend the Loan Agreement in the manner and on the terms and conditions set forth below:

NOW THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

### ARTICLE 1 DEFINED TERMS

1.1 **Defined Terms.** Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Loan Agreement.

### ARTICLE 2 AMENDMENT TO THE LOAN AGREEMENT

2.1 **Amendments to the Loan Agreement.** The Loan Agreement is hereby amended by:

(a) deleting the references to ", supervised by the Monitor," in Section 1(e)(i) of the Loan Agreement in their entirety;

(b) deleting Section 1(f) of the Loan Agreement in its entirety and replacing it with:

"(f) **Sale Process Covenants.** The Loan Parties covenant and agrees to do or cause to be done the following:

i) In respect of the Sales Process, the Loan Parties will:

a) establish, as soon as possible and in any event by no later than March 23, 2018, a data room and confidential information memorandum (which is to include, among other things, (i) a detailed description of the business of the Loan Parties and their operations, (ii) a summary of the industry and opportunities within the market, (iii) financial information including analysis of historical results and

future projections; and (iv) a summary of the auction process including the Sales Process of the transaction and timing for receipts of expressions of interest or letters of intent) for prospective third-party purchasers or investors;

- b) enter into a non-definitive expression of interest with a viable third party (the "EOI"), in form and content (including sales price) satisfactory to the Lender, on or before April 13, 2018;
  - c) enter into a non-definitive letter of intent with a viable third party (the "LOI"), in form and content (including sales price) satisfactory to the Lender, on or before May 11, 2018;
  - d) enter into a definitive agreement of purchase and sale or other definitive agreement with a viable third party (the "PSA"), in form and content (including sales price) satisfactory to the Lender, on or before May 25, 2018;
  - e) cause the PSA to close on or before June 30, 2018; and
  - f) immediately upon receipt, apply the net proceeds of sale from the PSA as a permanent repayment, reduction and cancellation of the Credit Facilities. Such mandatory repayment will be applied by the Lender to repay the outstanding borrowings under the Credit Facilities such that the availability of borrowings under the Credit Facilities will be permanently cancelled and reduced in a corresponding amount;
- ii) the Loan Parties shall keep the Lender apprised on a timely basis of all material developments with respect to the business and affairs of the Loan Parties and with respect to the Sales Process, including setting up regular calls, the timing of which should be no less than once per calendar month, with the Lender and Sageworth Partners Incorporated (the "Sales Agent") such that all Sales Process updates, including all draft EOI, LOI, and PSA, are received by the Loan Parties and the Lender simultaneously;
  - iii) the Loan Parties will provide copies of all draft EOI, LOI and PSA to the Lender prior to entering into the EOI, LOI and PSA, and will not enter into the EOI, LOI or PSA until the Lender agrees in writing to the execution form of the EOI, LOI and PSA, respectively; and
  - iv) the Loan Parties authorize and direct the Sales Agent to communicate directly with the Lender with respect to the Sales Process.";

- (c) deleting paragraph 3 of Section 2(a) of the Commitment Letter in its entirety and replacing it with:
- " Interest on amounts outstanding under Credit Facility #1 will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime plus 3.00% per annum and will be payable on the last day of each month; provided that until April 23, 2018, interest on amounts outstanding under the Margin Free Portion will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime plus 6.00% per annum and will be payable on the last day of each month.";
- (d) deleting the definition of Facility #1 Margin Limit in Section 2(a) of the Loan Agreement in its entirety and replacing it with:
- " the maximum principal amount permitted to be outstanding under Credit Facility #1, which maximum principal amount shall be no greater than (i) \$4,750,000 until April 2, 2018, (ii) \$4,500,000 until April 23, 2018, (iii) \$3,250,000 until April 30, 2018, and (iv) thereafter shall be no greater than \$2,450,000; or
- 75% of Good Accounts Receivable, plus \$1,000,000 margin-excess portion until April 23, 2018 (the "Margin Free Portion")."; and
- (e) deleting the reference to "August 31, 2017" in Section 4 of the Loan Agreement and replacing it with "June 30, 2018".
- (f) deleting the reference to "based on the forecast dated June 30, 2017" in Section 11 of the Loan Agreement and replacing it with "February 21, 2018".

**ARTICLE 3**  
**ACKNOWLEDGEMENTS AND CONFIRMATIONS BY BORROWER**

3.1 The Loan Parties hereby acknowledge, confirms and agree that:

- (a) certain defaults and Events of Default have occurred and are continuing, namely that the Borrower has failed to comply with the financial covenants under Section 11 of the Loan Agreement (collectively, the "Existing Defaults"), the particulars of which failure are as follows:
- i. the capital expenditures for the fiscal year ending December 31, 2017 were \$672,910, whereas under Section 11(b) of the Loan Agreement, the Loan Parties covenanted and agreed that Mustang would not expend more than \$650,000 in any fiscal year on capital expenditures; and
  - ii. on December 31, 2017, actual EBITDA was \$2,189,742 and forecast EBITDA was \$2,750,000, whereas under Section 11(c) of the Loan Agreement, the Loan Parties covenanted and agreed that Mustang would not permit actual EBITDA to fall below 85% of forecast EBITDA on a year to date basis; and

- iii. on January 31, 2018, actual EBITDA was \$99,423 and forecast EBITDA was \$167,106, whereas under Section 11(c) of the Loan Agreement, the Loan Parties covenanted and agreed that Mustang would not permit actual EBITDA to fall below 85% of forecast EBITDA on a year to date basis; and
- (b) other than the Existing Defaults, no other default or Event of Default has occurred and is continuing.

#### **ARTICLE 4 RESERVATION OF RIGHTS**

4.1 Notwithstanding the Existing Defaults referred to above and that the Lender is in a position to demand immediate repayment of the indebtedness of the Loan Parties under the Loan Agreement and to enforce the Security Documents, the Lender has elected not to exercise these remedies for the time being. Neither the continuation of the Credit Facilities by the Lender, nor the Lender's failure to take steps to immediately enforce the Security Documents will in any way constitute a waiver of the Existing Default or future defaults or Events of Default which may occur after the date of this Amendment under the Loan Agreement or any defaults under any other agreements between any of the Loan Parties and the Lender. The Lender expressly reserves all of its existing and future rights and remedies under the Loan Agreement, the Security Documents and at Applicable Law.

#### **ARTICLE 5 CONDITIONS TO EFFECTIVENESS**

5.1 Article 2 of this Amendment shall become effective only upon the receipt by the Lender:

- (a) of a copy of this Amendment duly executed by the Borrowers and the Guarantors;
- (b) there being no defaults or Events of Defaults, other than the Existing Defaults; and
- (c) payment by the Borrowers to the Lender of all fees owing by the Borrowers to the Lender in respect of this Amendment, including the fees payable pursuant to Article 6.

#### **ARTICLE 6 FEES**

6.1 In consideration of the amendments as provided for herein, the Borrowers shall pay to the Lender an amendment fee of \$1,000.

#### **ARTICLE 7 REPRESENTATIONS AND WARRANTIES**

7.1 In order to induce the Lender to enter into this Amendment and to amend the Loan Agreement in the manner provided herein, the Borrowers represent and warrant to the Lender as of the date hereof:

- (a) Each Borrower and each corporate Guarantor has the full power and capacity to enter into this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment (the "Amended Loan Agreement").
- (b) The execution and delivery by each Borrower and each corporate Guarantor of this Amendment and the performance by each Borrower and each corporate Guarantor of the Amended Loan Agreement have been duly authorized by all necessary action on the part of each Borrower and each corporate Guarantor.
- (c) The execution and delivery by each Borrower and each corporate Guarantor of this Amendment and the performance by each Borrower and each corporate Guarantor of the Amended Loan Agreement do not conflict with or contravene or constitute a default under: (i) the articles, by-laws or any resolutions of each Borrower and each corporate Guarantor; (ii) any agreement or instrument to which each Borrower and each corporate Guarantor is a party or by which it is bound; or (iii) any law, regulation, judgment, order, license or permit having application to each Borrower and each corporate Guarantor or any of its property or assets.
- (d) This Amendment has been duly executed and delivered by each Borrower and each corporate Guarantor and the Amended Loan Agreement is a legally valid and binding obligation of the Borrower, enforceable against each Borrower and each corporate Guarantor in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.
- (e) The representations and warranties contained in Section 7 of the Loan Agreement (other than those which are within the scope of paragraphs (a) to (d) above) are and will be true, correct and complete in all material respects on and as of the date hereof to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true, correct and complete in all material respects on and as of such earlier date.

**ARTICLE 8  
MISCELLANEOUS**

8.1 Reference to the Loan Agreement and the other Loan Documents.

- (a) On and after the date hereof, each reference in the Loan Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Loan Agreement and each reference in the other Loan Documents to the "Loan Agreement," "thereunder," "thereof" or words of like import referring to the Loan Agreement shall mean and be a reference to the Amended Loan Agreement.
- (b) Except as specifically amended by this Amendment, the Loan Agreement shall remain in full force and effect and is hereby ratified and confirmed.

- (c) The execution, delivery and performance of this Amendment shall not, except as expressly provided herein, constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Lender under, the Loan Agreement or any of the Security.

8.2 **Fees and Expenses.** The Borrowers acknowledge that all reasonable costs, fees and expenses as incurred by the Lender and the Lender's legal counsel with respect to this Amendment shall be for the account of the Borrowers.

8.3 **Headings.** Section and subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

8.4 **Applicable Law.** This Amendment and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict of laws principles.

8.5 **No Waiver.** Except as expressly stated herein, the execution and delivery of this Amendment shall not operate as a waiver of any right, power or remedy of the Lender under the Loan Agreement or any other Loan Document or any other agreements or instruments delivered in connection therewith or pursuant thereto, nor constitute a waiver of any provision of the Loan Agreement or any of the other Loan Documents or any other agreements or instruments delivered in connection therewith or pursuant thereto, and is without prejudice to any of the rights or remedies of the Lender under the Loan Agreement or any other Loan Document with respect thereto and shall not extend to any other matter, provision or breach of, or Default or Event of Default under, the Loan Agreement.

8.6 **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

--- SIGNATURE PAGE FOLLOWS ---



IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

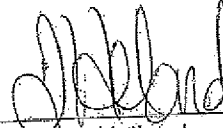
LENDER:

ATB FINANCIAL

Per: \_\_\_\_\_

Name:

Title:



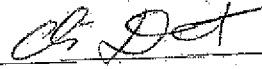
Trina Holland

Director

Per: \_\_\_\_\_

Name:

Title:



Chris Dumont

Associate Director

**BORROWERS**

**MUSTANG WELL SERVICES LTD.**

Per: [Signature]

Name: **Royden Wideman**  
Title: *President*

Per: [Signature]

Name: *H. Kukul*  
Title: *CEO*

**COMPLETE OILFIELD  
MANUFACTURING INC.**

Per: \_\_\_\_\_

Name: **Royden Wideman**  
Title: *President*

Per: [Signature]

Name: *H. Kukul*  
Title: *CEO*

**KKSR ENTERPRISES LTD.**

Per: [Signature]

Name: **Royden Wideman**  
Title: *President*

Per: [Signature]

Name: *H. Kukul*  
Title: *CEO*

**REACTION OILFIELD SUPPLY (2012)  
LTD.**

Per: \_\_\_\_\_

Name: **Royden Wideman**  
Title: *President*

Per: [Signature]

Name: *H. Kukul*  
Title: *CEO*

**ACKNOWLEDGEMENT AND AGREEMENT**

Each of the undersigned, in their capacity as a Guarantor of the Borrowers, acknowledges and agrees to the terms of this Amendment, and acknowledges that the Lender has made no representation or warranty of any kind as to the realization on the undersigned's guarantee (or any collateral security thereunder) and that such guarantee is confirmed. Each of the undersigned further acknowledges that the Loan Agreement may be amended, supplemented, restated, modified or renewed without the undersigned's consent and without reducing, restricting or otherwise limiting the undersigned's liability in any way.

**GUARANTORS**

**MUSTANG WELL SERVICES LTD.**

Per: [Signature]  
Name: **Royden Wideman**  
Title: *President*

Per: [Signature]  
Name: *M. Kallal*  
Title: *CEO*

**COMPLETE OILFIELD MANUFACTURING INC.**

Per: [Signature]  
Name: **Royden Wideman**  
Title: *President*

Per: [Signature]  
Name: *M. Kallal*  
Title: *CEO*

**MRBD LTD.**

Per: [Signature]  
Name: **Royden Wideman**  
Title: *President*

Per: [Signature]  
Name: *M. Kallal*  
Title: *CEO*

[Signature]  
WITNESS  
[Signature]  
WITNESS

**KKSR ENTERPRISES LTD.**

Per: [Signature]  
Name: **Royden Wideman**  
Title: *President*

Per: [Signature]  
Name: *M. Kallal*  
Title: *CEO*

**REACTION OILFIELD SUPPLY (2012) LTD.**

Per: [Signature]  
Name: **Royden Wideman**  
Title: *President*

Per: [Signature]  
Name: *M. Kallal*  
Title: *CEO*

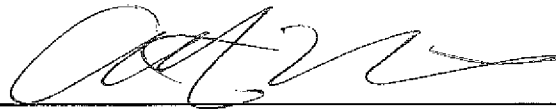
**BARDOVUE RENTALS LTD.**

Per: [Signature]  
Name: **Royden Wideman**  
Title: *President*

Per: [Signature]  
Name: *M. Kallal*  
Title: *CEO*

[Signature]  
MICHAEL KALLAL  
[Signature]  
ROYDEN WIDEMAN

This is **Exhibit "F"** referred to in the Affidavit of  
Trina Holland, Sworn before me this 14th day of May 2018



---

A Commissioner for Oaths in and for the Province of Alberta

**Anthony Mersich**  
**Barrister and Solicitor**

**Government of Alberta** ■ **Corporation/Non-Profit Search**  
**Corporate Registration System**

Date of Search: 2018/05/11  
Time of Search: 10:17 AM  
Search provided by: GOWLING LAFLEUR HENDERSON LLP

Service Request Number: 28988082  
Customer Reference Number: A155881/TSC

**Corporate Access Number:** 2012156499  
**Legal Entity Name:** MUSTANG WELL SERVICES LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2006/01/12 YYYY/MM/DD

**Registered Office:**

**Street:** 3200, 10180 - 101 STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5J 3W8

**Records Address:**

**Street:** 3200, 10180 - 101 STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5J 3W8

**Directors:**

**Last Name:** KALLAL  
**First Name:** MIKE  
**Street/Box Number:** 255030 WILLOW CREEK RISE  
**City:** CALGARY  
**Province:** ALBERTA

**Postal Code:** T3R 0K3

**Last Name:** WIDEMAN

**First Name:** ROYDEN

**Street/Box Number:** BOX 1467

**City:** CAMROSE

**Province:** ALBERTA

**Postal Code:** T0B 4J0

**Voting Shareholders:**

**Last Name:** KALLAL

**First Name:** MIKE

**Street:** 255030 WILLOW CREEK RISE

**City:** CALGARY

**Province:** ALBERTA

**Postal Code:** T3R 0K3

**Percent Of Voting Shares:** 50

**Last Name:** WIDEMAN

**First Name:** ROYDEN

**Street:** BOX 1467

**City:** CAMROSE

**Province:** ALBERTA

**Postal Code:** T0B 4J0

**Percent Of Voting Shares:** 50

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE ATTACHED SCHEDULE

**Share Transfers Restrictions:** SEE ATTACHED SCHEDULE

**Min Number Of Directors:** 1

**Max Number Of Directors:** 7

**Business Restricted To:** NONE

**Business Restricted From:** NONE

**Other Provisions:**

SEE ATTACHED SCHEDULE

**Other Information:**

**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|-----------|-------------------------|
| 2018      | 2018/01/30              |

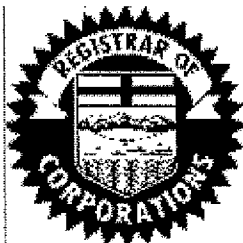
**Filing History:**

| List Date (YYYY/MM/DD) | Type of Filing  |
|------------------------|---|
| 2006/01/12             | Incorporate Alberta Corporation                             |
| 2014/12/12             | Change Director / Shareholder                               |
| 2018/01/30             | Enter Annual Returns for Alberta and Extra-Provincial Corp. |

**Attachments:**

| Attachment Type                 | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---------------------------------|--------------------|----------------------------|
| Share Structure                 | ELECTRONIC         | 2006/01/12                 |
| Restrictions on Share Transfers | ELECTRONIC         | 2006/01/12                 |
| Other Rules or Provisions       | ELECTRONIC         | 2006/01/12                 |

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.







**Government of Alberta** ■ **Corporation/Non-Profit Search**  
**Corporate Registration System**

Date of Search: 2018/05/11  
Time of Search: 10:19 AM  
Search provided by: GOWLING LAFLEUR HENDERSON LLP

Service Request Number: 28988116  
Customer Reference Number: A155881/TSC

**Corporate Access Number:** 2019405725  
**Legal Entity Name:** COMPLETE OILFIELD MANUFACTURING INC.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Method of Registration:** Amalgamation  
**Registration Date:** 2016/01/01 YYYY/MM/DD

**Registered Office:**  
**Street:** 3200, 10180 - 101 STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5J 3W8

**Records Address:**  
**Street:** 3200, 10180 - 101 STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5J 3W8

**Directors:**  
  
**Last Name:** KALLAL  
**First Name:** MIKE  
**Street/Box Number:** 255030 WILLOW CREEK RISE  
**City:** CALGARY

**Province:** ALBERTA  
**Postal Code:** T3R 0K3

**Last Name:** WIDEMAN  
**First Name:** ROYDEN  
**Street/Box Number:** BOX 1467  
**City:** CAMROSE  
**Province:** ALBERTA  
**Postal Code:** T0B 4J0

**Voting Shareholders:**

**Last Name:** KALLAL  
**First Name:** MIKE  
**Street:** 255030 WILLOW CREEK RISE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3R 0K3  
**Percent Of Voting Shares:** 50

**Last Name:** WIDEMAN  
**First Name:** ROYDEN  
**Street:** BOX 1467  
**City:** CAMROSE  
**Province:** ALBERTA  
**Postal Code:** T0B 4J0  
**Percent Of Voting Shares:** 50

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE ATTACHED SCHEDULE "A"  
**Share Transfers Restrictions:** SEE ATTACHED SCHEDULE "B"  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 7  
**Business Restricted To:** NONE

**Business Restricted From:** NONE  
**Other Provisions:** SEE ATTACHED SCHEDULE "C"

**Other Information:**

**Amalgamation Predecessors:**

| Corporate Access Number | Legal Entity Name                    |
|-------------------------|--------------------------------------|
| 2017738754              | COMPLETE OILFIELD MANUFACTURING INC. |
| 2015028505              | HOEDOWN EQUIPMENT LTD.               |

**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|-----------|-------------------------|
| 2018      | 2018/02/14              |

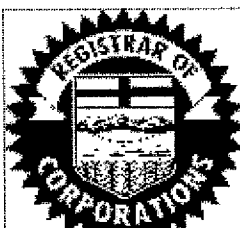
**Filing History:**

| List Date (YYYY/MM/DD) | Type of Filing  |
|------------------------|---|
| 2016/01/01             | Amalgamate Alberta Corporation                              |
| 2018/02/14             | Enter Annual Returns for Alberta and Extra-Provincial Corp. |

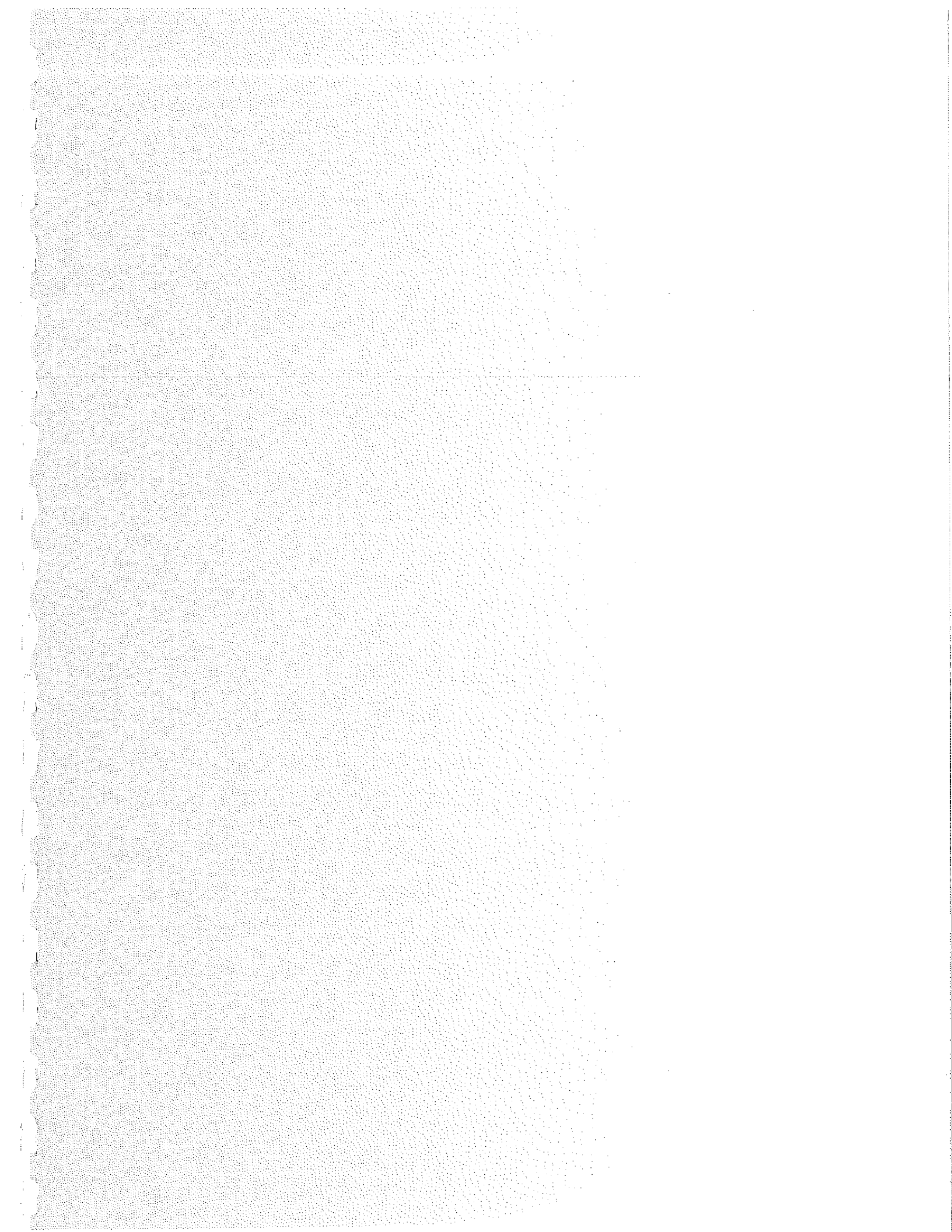
**Attachments:**

| Attachment Type                 | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---------------------------------|--------------------|----------------------------|
| Statutory Declaration           | 10000907113646016  | 2016/01/01                 |
| Share Structure                 | ELECTRONIC         | 2016/01/01                 |
| Restrictions on Share Transfers | ELECTRONIC         | 2016/01/01                 |
| Other Rules or Provisions       | ELECTRONIC         | 2016/01/01                 |

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.







**Government of Alberta** ■ **Corporation/Non-Profit Search**  
**Corporate Registration System**

Date of Search: 2018/05/11  
Time of Search: 10:20 AM  
Search provided by: GOWLING LAFLEUR HENDERSON LLP

Service Request Number: 28988125  
Customer Reference Number: A155881/TSC

**Corporate Access Number:** 2019406608

**Legal Entity Name:** REACTION OILFIELD SUPPLY (2012) LTD.

**Legal Entity Status:** Active

**Alberta Corporation Type:** Named Alberta Corporation

**Method of Registration:** Amalgamation

**Registration Date:** 2016/01/01 YYYY/MM/DD

**Registered Office:**

**Street:** 3200, 10180 - 101 STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5J 3W8

**Records Address:**

**Street:** 3200, 10180 - 101 STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5J 3W8

**Directors:**

**Last Name:** KALLAL  
**First Name:** MIKE  
**Street/Box Number:** 255030 WILLOW CREEK RISE  
**City:** CALGARY

**Province:** ALBERTA  
**Postal Code:** T3R 0K3

**Last Name:** WIDEMAN  
**First Name:** ROYDEN  
**Street/Box Number:** BOX 1467  
**City:** CAMROSE  
**Province:** ALBERTA  
**Postal Code:** T0B 4J0

**Voting Shareholders:**

**Last Name:** WESLEY M. PEDRUSKI, Q.C., IN TRUST FOR MIKE KALLAL  
**Street:** 3200, 10180 - 101 STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5J 3W8  
**Percent Of Voting Shares:** 50

**Last Name:** WESLEY M. PEDRUSKI, Q.C., IN TRUST FOR ROYDEN  
WIDEMAN  
**Street:** 3200, 10180 - 101 STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5J 3W8  
**Percent Of Voting Shares:** 50

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE ATTACHED SCHEDULE "A"  
**Share Transfers Restrictions:** SEE ATTACHED SCHEDULE "B"  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 7  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE

**Other Provisions:** SEE ATTACHED SCHEDULE "C"

**Other Information:**

**Amalgamation Predecessors:**

| Corporate Access Number | Legal Entity Name                        |
|-------------------------|--|
| 2017286085              | REACTION OILFIELD SUPPLY (2012) LTD.     |
| 2016718161              | REACTION OILFIELD SUPPLY (OXBOW) LTD.    |
| 2016843753              | REACTION OILFIELD SUPPLY (RED DEER) LTD. |

**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|-----------|-------------------------|
| 2017      | 2017/11/15              |

**Outstanding Returns:**

Annual returns are outstanding for the 2018 file year(s).

**Filing History:**

| List Date (YYYY/MM/DD) | Type of Filing  |
|------------------------|---|
| 2016/01/01             | Amalgamate Alberta Corporation                              |
| 2017/11/15             | Enter Annual Returns for Alberta and Extra-Provincial Corp. |
| 2017/11/15             | Change Director / Shareholder                               |

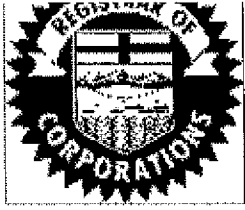
**Attachments:**

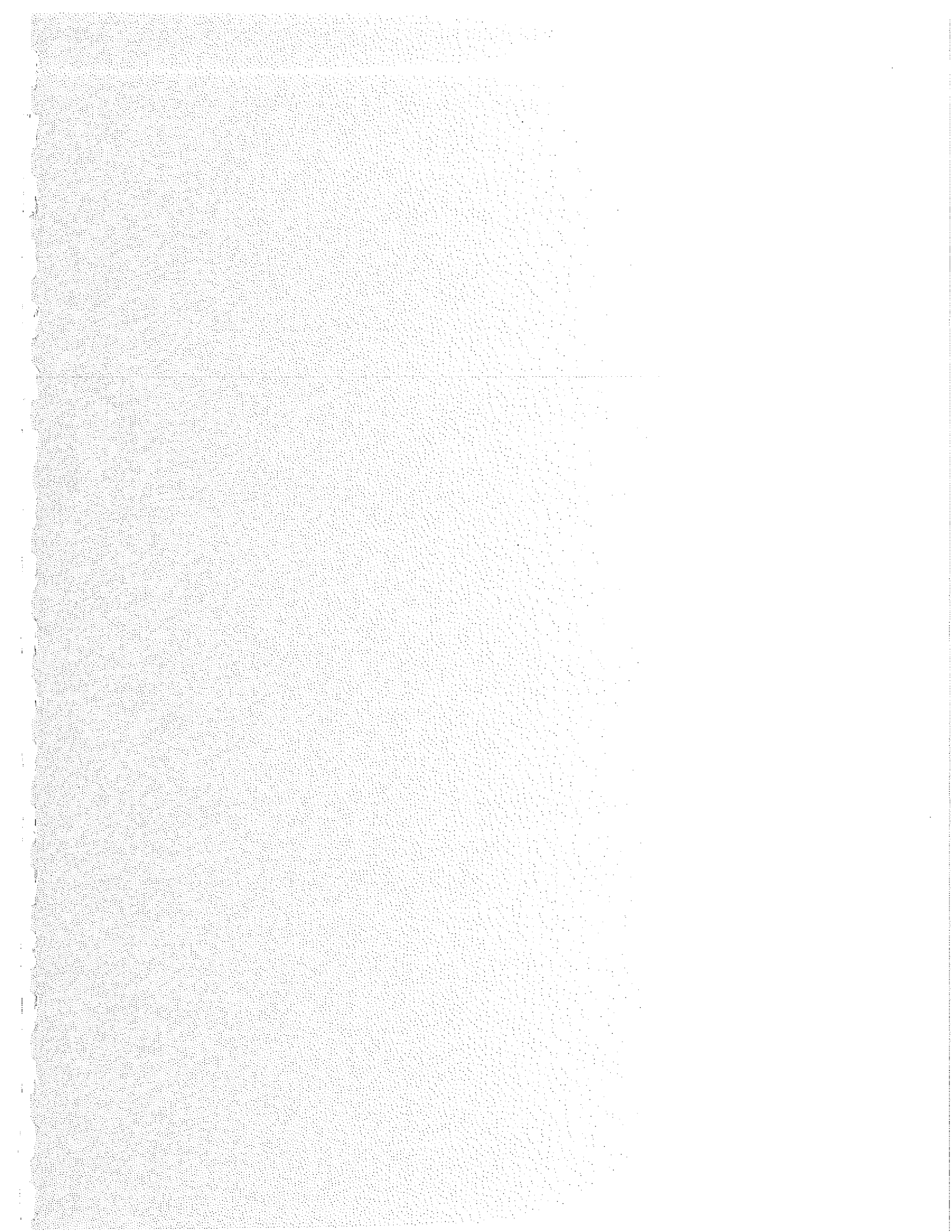
| Attachment Type                 | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---------------------------------|--------------------|----------------------------|
| Statutory Declaration           | 10000107113646015  | 2016/01/01                 |
| Share Structure                 | ELECTRONIC         | 2016/01/01                 |
| Restrictions on Share Transfers | ELECTRONIC         | 2016/01/01                 |
| Other Rules or Provisions       | ELECTRONIC         | 2016/01/01                 |

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.









**Government of Alberta ■ Corporation/Non-Profit Search  
Corporate Registration System**

Date of Search: 2018/05/11  
Time of Search: 10:21 AM  
Search provided by: GOWLING LAFLEUR HENDERSON LLP

Service Request Number: 28988142  
Customer Reference Number: A155881/TSC

**Corporate Access Number:** 2017307402

**Legal Entity Name:** MRBD LTD.

**Legal Entity Status:** Active

**Alberta Corporation Type:** Named Alberta Corporation

**Registration Date:** 2013/02/15 YYYY/MM/DD

**Registered Office:**

**Street:** 3200, 10180 - 101 STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5J 3W8

**Records Address:**

**Street:** 3200, 10180 - 101 STREET  
**City:** EDMONTON  
**Province:** ALBERTA  
**Postal Code:** T5J 3W8

**Directors:**

**Last Name:** KALLAL  
**First Name:** MIKE  
**Street/Box Number:** 255030 WILLOW CREEK RISE  
**City:** CALGARY  
**Province:** ALBERTA

**Postal Code:** T3R 0K3

**Last Name:** WIDEMAN

**First Name:** ROYDEN

**Street/Box Number:** BOX 1467

**City:** CAMROSE

**Province:** ALBERTA

**Postal Code:** T0B 4J0

**Voting Shareholders:**

**Last Name:** KALLAL

**First Name:** MIKE

**Street:** 255030 WILLOW CREEK RISE

**City:** CALGARY

**Province:** ALBERTA

**Postal Code:** T3R 0K3

**Percent Of Voting Shares:** 50

**Last Name:** WIDEMAN

**First Name:** ROYDEN

**Street:** BOX 1467

**City:** CAMROSE

**Province:** ALBERTA

**Postal Code:** T0B 4J0

**Percent Of Voting Shares:** 50

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE ATTACHED SCHEDULE A

**Share Transfers Restrictions:** SEE ATTACHED SCHEDULE B

**Min Number Of Directors:** 1

**Max Number Of Directors:** 7

**Business Restricted To:** NONE

**Business Restricted From:** NONE

**Other Provisions:** SEE ATTACHED SCHEDULE C

**Other Information:**

**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|-----------|-------------------------|
| 2018      | 2018/02/20              |

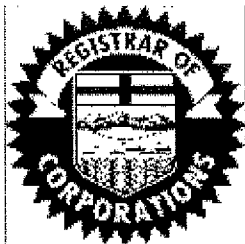
**Filing History:**

| List Date (YYYY/MM/DD) | Type of Filing  |
|------------------------|---|
| 2013/02/15             | Incorporate Alberta Corporation                             |
| 2014/12/12             | Change Director / Shareholder                               |
| 2018/02/20             | Enter Annual Returns for Alberta and Extra-Provincial Corp. |

**Attachments:**

| Attachment Type                 | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---------------------------------|--------------------|----------------------------|
| Share Structure                 | ELECTRONIC         | 2013/02/15                 |
| Restrictions on Share Transfers | ELECTRONIC         | 2013/02/15                 |
| Other Rules or Provisions       | ELECTRONIC         | 2013/02/15                 |

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.





**Government of Alberta** ■ **Corporation/Non-Profit Search**  
**Corporate Registration System**

Date of Search: 2018/05/11  
Time of Search: 10:18 AM  
Search provided by: GOWLING LAFLEUR HENDERSON LLP

Service Request Number: 28988098  
Customer Reference Number: A155881/TSC

Corporate Access Number: 2013286014  
Legal Entity Name: KKSER ENTERPRISES LTD.

**Name History:**

| Previous Legal Entity Name | Date of Name Change (YYYY/MM/DD) |
|----------------------------|----------------------------------|
| MUST HOLD LTD.             | 2007/06/18                       |

Legal Entity Status: Active  
Alberta Corporation Type: Named Alberta Corporation  
Registration Date: 2007/06/07 YYYY/MM/DD

**Registered Office:**

Street: 3200, 10180 - 101 STREET  
City: EDMONTON  
Province: ALBERTA  
Postal Code: T5J 3W8

**Records Address:**

Street: 3200, 10180 - 101 STREET  
City: EDMONTON  
Province: ALBERTA  
Postal Code: T5J 3W8

**Directors:**

**Last Name:** KALLAL  
**First Name:** MIKE  
**Street/Box Number:** 255030 WILLOW CREEK RISE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3R 0K3

**Last Name:** WIDEMAN  
**First Name:** ROYDEN  
**Street/Box Number:** BOX 1467  
**City:** CAMROSE  
**Province:** ALBERTA  
**Postal Code:** T0B 4J0

**Voting Shareholders:**

**Last Name:** KALLAL  
**First Name:** MIKE  
**Street:** 255030 WILLOW CREEK RISE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3R 0K3  
**Percent Of Voting Shares:** 50

**Last Name:** WIDEMAN  
**First Name:** ROYDEN  
**Street:** BOX 1467  
**City:** CAMROSE  
**Province:** ALBERTA  
**Postal Code:** T0B 4J0  
**Percent Of Voting Shares:** 50

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** THE ATTACHED SCHEDULE "A" IS INCORPORATED INTO AND FORMS PART OF THIS FORM



**Share Transfers Restrictions:** THE ATTACHED SCHEDULE "B" IS INCORPORATED INTO AND FORMS PART OF THIS FORM

**Min Number Of Directors:** 1

**Max Number Of Directors:** 7

**Business Restricted To:** NONE

**Business Restricted From:** NONE

**Other Provisions:** THE ATTACHED SCHEDULE "C" IS INCORPORATED INTO AND FORMS PART OF THIS FORM

**Other Information:**

**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|-----------|-------------------------|
| 2017      | 2017/06/02              |

**Filing History:**

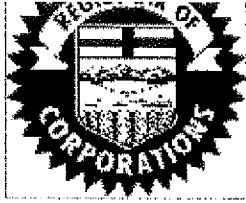
| List Date (YYYY/MM/DD) | Type of Filing  |
|------------------------|---|
| 2007/06/07             | Incorporate Alberta Corporation                             |
| 2007/06/18             | Name Change Alberta Corporation                             |
| 2014/12/12             | Change Director / Shareholder                               |
| 2017/06/02             | Enter Annual Returns for Alberta and Extra-Provincial Corp. |

**Attachments:**

| Attachment Type                 | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---------------------------------|--------------------|----------------------------|
| Share Structure                 | ELECTRONIC         | 2007/06/07                 |
| Restrictions on Share Transfers | ELECTRONIC         | 2007/06/07                 |
| Other Rules or Provisions       | ELECTRONIC         | 2007/06/07                 |

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.





This is **Exhibit "G"** referred to in the Affidavit of  
Trina Holland, Sworn before me this 14th day of May 2018

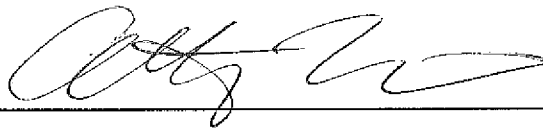
A handwritten signature in black ink, appearing to read 'Anthony Mersich', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

**Anthony Mersich**  
**Barrister and Solicitor**



This is **Exhibit "H"** referred to in the Affidavit of  
Trina Holland, Sworn before me this 14th day of May 2018

A handwritten signature in black ink, appearing to read 'Anthony Mersich', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

**Anthony Mersich**  
Barrister and Solicitor

## Continuing Guarantee (Including Postponement and Assignment of Claims)

TO: ALBERTA TREASURY BRANCHES  
IN CARE OF:  
Suite 600, 585 - 8th Avenue SW  
Calgary, Alberta T2P 1G1

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB " or "you") extending credit to or otherwise dealing or continuing to deal with

MUSTANG WELL SERVICES LTD. (hereafter called "the Customer"),  
the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.
14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.
15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.
16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.
17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.
20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.
22. **POSTPONEMENT AND ASSIGNMENT OF CLAIMS:** All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received

from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 16 day of April, 2017.

MRBD LTD.

Per: 

Name:

Title:

*M. Ho Kallay*  
*Director*

Per: 

Name:

Title:

*Rayden Wideman*  
*Director*



Corporate Guarantee Resolution

RESOLUTION passed by the Board of Directors of MRBD LTD. (the "Corporation") on the 11 day of April, 2017.

RESOLVED:

- 1. THAT the Corporation guarantee the indebtedness of MUSTANG WELL SERVICES LTD. to Alberta Treasury Branches ("ATB").
2. THAT any one or more director or officer be and they are hereby authorized for and on behalf of the Corporation:
(a) to execute and deliver to ATB a Continuing Guarantee in such form, with or without seal, and containing such terms and conditions as ATB requires;
(b) as additional and collateral security for the said Continuing Guarantee, to give or furnish to ATB all such securities and promises as ATB requires and to execute with or without seal all mortgages, hypothecations, charges, pledges, conveyances, debentures, assignments and transfers to or in favor of ATB of all or any property, real or personal, moveable or immoveable, owned by the Corporation or in which it may have an interest, and any other documents or contracts necessary to give or furnish to ATB the security or securities required by ATB, and without limiting the generality of the foregoing, all or any book debts due or growing due, stocks, bonds, warehouse receipts, bills of lading, insurance policies, promissory notes, bills of exchange and securities of all kinds.
3. THAT all guarantees, agreements, securities, documents and instruments purporting to be signed, made, drawn, accepted, executed or endorsed as hereinbefore provided shall be valid and binding upon the Corporation.
4. THAT the Corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the Business Corporations Act (Alberta).
5. THAT ATB be furnished with a certified copy of this Resolution and a list of the names of the directors and officers of the Corporation, and other persons authorized to sign for it, together with specimens of their signatures and that the said list shall be binding on the Corporation until written notice to the contrary or of any changes therein has been given to ATB.

Certificate

TO: ATB

I/WE, being the Director(s) of the Corporation hereby certify as follows:

- 1. The foregoing is a true copy of a Resolution unanimously passed by the Director(s) of the Corporation on the date first set forth above and which remains in full force and effect;
2. There are no provisions in the Articles or By-Laws of the Corporation, or in any unanimous shareholder agreement, which restrict, limit or regulate in any way the powers of the Corporation to guarantee repayment of the indebtedness of Mustang Well Services Ltd., to ATB, and to issue, sell or pledge debt obligations of the Corporation, and to create security interests by way of Mortgage, Hypothecation, Pledge or otherwise covering all or any of the property and assets of the Corporation, present and future, as security for its aforesaid guarantee.
3. The Corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the Business Corporations Act (Alberta).

This Certificate shall remain in force and shall be binding upon the Corporation as regards any and all of its dealings with ATB until a Certificate repealing or replacing this Certificate has been received by ATB.

This Corporate Guarantee Resolution and Certificate may be executed electronically; this Corporate Guarantee Resolution and Certificate may be delivered by email, facsimile or other functionally-equivalent electronic means.

DATED at Calgary, Alberta, this 11 day of April, 2017.

Director

Director



**CONTINUING GUARANTEE  
(Including Postponement and Assignment of Claims)**

TO: ALBERTA TREASURY BRANCHES  
IN CARE OF:

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB or "you") extending credit to or otherwise dealing or continuing to deal with

KKSR ENTERPRISES LTD.

(hereafter called "the Customer"),

the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them, PROVIDED THAT the undersigned's liability under this guarantee shall not exceed \$2,000,000.00, plus interest after demand for payment hereunder, both before and after judgment, at a floating rate per annum of 3% above the prime lending rate from time to time established by ATB, plus any sums payable pursuant to paragraphs 12, 13, 16 and 22 of this guarantee.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you for any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no charge, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action to exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

*RJW*  
*ML*

## ATB Financial®

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta), the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).
4. When this guarantee is delivered to a lending officer of ATB it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.
5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.
8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.
10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.
11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to

## ATB Financial<sup>®</sup>

you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.



13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.
14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.
15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgement obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.
16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.
17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgement recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

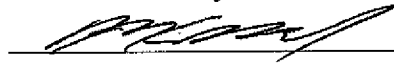

*Row*  
*R*


- 20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
- 21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representative, successors and assigns.
- 22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefore is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.


IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this 15 day of October, 2013.


MUSTANG WELL SERVICES LTD.

  
Per: Royden Wideman. 

\_\_\_\_\_  


\_\_\_\_\_  


\_\_\_\_\_  


RJW  
2/11

**GUARANTEES ACKNOWLEDGMENT ACT  
CERTIFICATE OF NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

1. \_\_\_\_\_, of \_\_\_\_\_, in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the \_\_\_\_\_ day of \_\_\_\_\_, made between \_\_\_\_\_ and ALBERTA TREASURY BRANCHES which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the guarantee.
2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.

GIVEN at \_\_\_\_\_, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, under my hand and seal of office.

\_\_\_\_\_  
A NOTARY PUBLIC IN AND FOR THE  
PROVINCE OF ALBERTA

**STATEMENT OF GUARANTOR**

I am the person named in this certificate.

*Row*  
*W*





## **Continuing Guarantee (Including Postponement and Assignment of Claims)**

TO: ALBERTA TREASURY BRANCHES  
IN CARE OF:  
#700, 7300 48<sup>th</sup> Avenue  
Camrose, AB T4V 4W2

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB " or "you") extending credit to or otherwise dealing or continuing to deal with

Hoedown Equipment Ltd. (hereafter called "the Customer"),  
the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act (Alberta)*, the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act (Alberta)*.
4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.
5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.
8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.
10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.
11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any

**ATB Financial™**

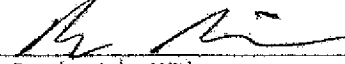
other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.
14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.
15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.
16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.
17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.
20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

22. ~~POSTPONEMENT~~ AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 24 day of Dec., 2014

Mustang Well Services Ltd.

Per: 

Royden John Wideman



Per: 

Michael James Kallal



\_\_\_\_\_



\_\_\_\_\_



**Guarantees Acknowledgment Act  
Certificate of Notary Public**

I HEREBY CERTIFY THAT:

1. \_\_\_\_\_, of \_\_\_\_\_ in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the day of \_\_\_\_\_, made between \_\_\_\_\_ and ALBERTA TREASURY BRANCHES which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the guarantee.
2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.

GIVEN at \_\_\_\_\_, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, under my hand and seal of office.

\_\_\_\_\_  
A NOTARY PUBLIC IN AND FOR THE  
PROVINCE OF ALBERTA

**Statement of Guarantor**

I am the person named in this certificate.

\_\_\_\_\_



## Continuing Guarantee (Including Postponement and Assignment of Claims)

TO: ALBERTA TREASURY BRANCHES  
IN CARE OF:  
#700, 7300 48<sup>th</sup> Ave  
Camrose, AB T4V 4W2

From  
KRSR Ent.

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB " or "you") extending credit to or otherwise dealing or continuing to deal with

Mustang Well Services Ltd. (hereafter called "the Customer"),

the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

**ATB Financial™**

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).
4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.
5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.
8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.
10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.
11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any



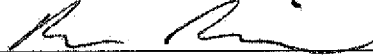
other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.
14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.
15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.
16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.
17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.
20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

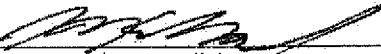
22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 24 day of June 2014

KKSR Enterprises Ltd.



Royden John Wideman



Michael James Kallal



**Guarantees Acknowledgment Act  
Certificate of Notary Public**

I HEREBY CERTIFY THAT:

1. \_\_\_\_\_, of \_\_\_\_\_ in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the day of \_\_\_\_\_, made between \_\_\_\_\_ and ALBERTA TREASURY BRANCHES which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the guarantee.
2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.

GIVEN at \_\_\_\_\_, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, under my hand and seal of office.

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A NOTARY PUBLIC IN AND FOR THE  
PROVINCE OF ALBERTA

**Statement of Guarantor**

I am the person named in this certificate.

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## **Continuing Guarantee (Including Postponement and Assignment of Claims)**

TO: ALBERTA TREASURY BRANCHES  
IN CARE OF:  
SUITE 600, 585 8<sup>TH</sup> AVE SW  
CALGARY, AB T2P 1G1

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB " or "you") extending credit to or otherwise dealing or continuing to deal with

MUSTANG WELL SERVICES LTD. (hereafter called "the Customer"),  
the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

**ATB Financial™**

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).
4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.
5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.
8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.
10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.
11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other

guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

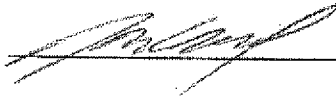
13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.
14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.
15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.
16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.
17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.
20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 25 day of AUGUST, 2015

HOEDOWN EQUIPMENT LTD.

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





## Continuing Guarantee (Including Postponement and Assignment of Claims)

TO: ALBERTA TREASURY BRANCHES  
IN CARE OF:  
Suite 600, 585 - 8th Avenue SW  
Calgary, Alberta T2P 1G1

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB " or "you") extending credit to or otherwise dealing or continuing to deal with

MUSTANG WELL SERVICES LTD. (hereafter called "the Customer"),  
the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act (Alberta)* the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act (Alberta)*.
4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.
5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.
8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.
10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.
11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitations Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.
14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.
15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.
16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.
17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.
20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.
22. **POSTPONEMENT AND ASSIGNMENT OF CLAIMS:** All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received

from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 11 day of April, 2017.

**REACTION OILFIELD SUPPLY (2012) LTD.**

Per: \_\_\_\_\_

Name: Mike Crawford

Title: Director

Per: \_\_\_\_\_

Name:

Title:

Corporate Guarantee Resolution

RESOLUTION passed by the Board of Directors of REACTION OILFIELD SUPPLY (2012) LTD. (the "Corporation") on the 11 day of April, 2017.

RESOLVED:

1. THAT the Corporation guarantee the indebtedness of MUSTANG WELL SERVICES LTD. to Alberta Treasury Branches ("ATB").
2. THAT any one or more director or officer be and they are hereby authorized for and on behalf of the Corporation:
  - (a) to execute and deliver to ATB a Continuing Guarantee in such form, with or without seal, and containing such terms and conditions as ATB requires;
  - (b) as additional and collateral security for the said Continuing Guarantee, to give or furnish to ATB all such securities and promises as ATB requires and to execute with or without seal all mortgages, hypothecations, charges, pledges, conveyances, debentures, assignments and transfers to or in favor of ATB of all or any property, real or personal, moveable or immoveable, owned by the Corporation or in which it may have an interest, and any other documents or contracts necessary to give or furnish to ATB the security or securities required by ATB, and without limiting the generality of the foregoing, all or any book debts due or growing due, stocks, bonds, warehouse receipts, bills of lading, insurance policies, promissory notes, bills of exchange and securities of all kinds.
3. THAT all guarantees, agreements, securities, documents and instruments purporting to be signed, made, drawn, accepted, executed or endorsed as hereinbefore provided shall be valid and binding upon the Corporation.
4. THAT the Corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).
5. THAT ATB be furnished with a certified copy of this Resolution and a list of the names of the directors and officers of the Corporation, and other persons authorized to sign for it, together with specimens of their signatures and that the said list shall be binding on the Corporation until written notice to the contrary or of any changes therein has been given to ATB.

Certificate

TO: ATB

I/WE, being the Director(s) of the Corporation hereby certify as follows:

1. The foregoing is a true copy of a Resolution unanimously passed by the Director(s) of the Corporation on the date first set forth above and which remains in full force and effect;
2. There are no provisions in the Articles or By-Laws of the Corporation, or in any unanimous shareholder agreement, which restrict, limit or regulate in any way the powers of the Corporation to guarantee repayment of the indebtedness of Mustang Well Services Ltd., to ATB, and to issue, sell or pledge debt obligations of the Corporation, and to create security interests by way of Mortgage, Hypothecation, Pledge or otherwise covering all or any of the property and assets of the Corporation, present and future, as security for its aforesaid guarantee.
3. The Corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

This Certificate shall remain in force and shall be binding upon the Corporation as regards any and all of its dealings with ATB until a Certificate repealing or replacing this Certificate has been received by ATB.

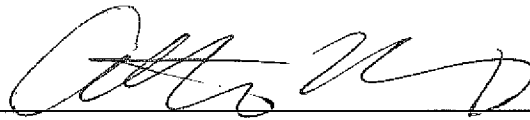
This Corporate Guarantee Resolution and Certificate may be executed electronically; this Corporate Guarantee Resolution and Certificate may be delivered by email, facsimile or other functionally-equivalent electronic means.

DATED at Calgary, Alberta, this 11 day of April, 2017.

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

This is **Exhibit "I"** referred to in the Affidavit of  
Trina Holland, Sworn before me this 14th day of May 2018

A handwritten signature in black ink, appearing to read 'Anthony Mersich', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

**Anthony Mersich**  
**Barrister and Solicitor**

**GENERAL SECURITY AGREEMENT**  
Non-Consumer

TO: Alberta Treasury Branches  
("ATB")

BRANCH: Camrose Branch, 700, 7300 48 Avenue, Camrose, AB T4V 4W2

FROM: Mustang Well Services Ltd. (the "Debtor")

**1. DEFINITIONS**

All capitalized terms used in this Agreement and in any schedules attached hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "PPSA") of the province or territory referred to in the "Governing Law" section of this Agreement (the "Province") and any regulations issued thereunder.

**2. SECURITY INTEREST AND CHARGE**

- (a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "Indebtedness"), the Debtor hereby assigns and grants a mortgage, pledge, charge and security interest (which, in the case of any real property and any other Collateral (as hereinafter defined) not subject to the PPSA, shall be a mortgage as and by way of a floating charge) to and in favour of ATB in all property, assets and undertaking of the Debtor referred to in Schedule "A" (including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled) and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (herein collectively called the "Collateral").
- (b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "Security Interests". The Debtor warrants and acknowledges to and in favour of ATB that:
- (i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;
  - (ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and
  - (iii) value has been given.
- (c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.
- (d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.



- (e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

### 3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

### 4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

- (a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or
- (b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "Encumbrances" and individually, an "Encumbrance") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement, except operating leases incurred in the ordinary course of the Debtor's business.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

### 5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

- (a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "B" hereto;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;

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- (c) as at the date hereof, the description of the Collateral in Schedule "A" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;
- (d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;
- (f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;
- (g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;
- (i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;
- (j) the Collateral does not consist of Consumer Goods;
- (k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and
- (l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

## 6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

- (a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "B" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;
- (b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;
- (c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;

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- (d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;
- (e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;
- (f) the Debtor will immediately give notice to ATB of:
  - (i) any change in the location of the Collateral from that specified in Section 5(j) hereof;
  - (ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;
  - (iii) any material loss of or damage to Collateral;
  - (iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;
  - (v) any change of its name or of any trade or business name used by it;
  - (vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and
  - (vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

- (g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB; and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;
- (h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;
- (j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

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- (k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and
- (l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

## 7. DEFAULT

The happening of any of the following shall constitute default (a "Default") under this Agreement:

- (a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;
- (b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;
- (c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;
- (d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;
- (e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;
- (f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;
- (h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;
- (i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;
- (j) any material adverse change occurs in the financial position of the Debtor; or
- (k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

## 8. REMEDIES

On Default:

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- (a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;
- (c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;
- (d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead. The term "Receiver" as used in this Agreement includes a receiver, a manager and a receiver-manager;
- (e) any Receiver will have the power:
  - (i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
  - (ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;
  - (iii) to sell or lease any Collateral;
  - (iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;
  - (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
  - (vi) to hold as additional security any increase or profits resulting from the Collateral;
  - (vii) to exercise all rights that ATB has under this Agreement or otherwise at law;
  - (viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;
  - (ix) to enter into and to occupy any premises in which the Debtor has any interest; and
  - (x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor;
- (f) the Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor;
- (g) any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver;
- (h) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without

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limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so;

- (i) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable; and
- (j) ATB may use the Collateral in any manner as it in its sole discretion deems advisable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

## 9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

## 10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

## 11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("Retained Collateral"):

- (a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;
- (b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;
- (c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and
- (d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

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**12. ACCELERATION**

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

**13. NOTICE**

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

**14. COSTS AND EXPENSES**

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, legal costs as between a solicitor and his own client on a full indemnity basis and also an allowance for the time, work and expenses of ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

**15. REAL PROPERTY (ONLY APPLICABLE IF OPTION (b) IN SCHEDULE A HAS BEEN SELECTED OR DEEMED TO HAVE BEEN SELECTED)**

(a) For all purposes, including for the purposes of any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge created by this Agreement shall be crystallized and become a fixed charge against all of the property which is then subject to the floating charge upon the earliest of:

- (i) any one of the events described in Section 7 hereof occurring;
- (ii) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB;
- (iii) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral; or
- (iv) ATB taking any action to register the floating charge granted hereunder or any caveat, security notice or other instrument in respect thereof against all or any part of the property which was subject to the floating charge at any real property registry or other similar office.

(b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

**16. REGISTRATION**

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof, are promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places; and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

17. MISCELLANEOUS

- (a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.
- (b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.
- (c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.
- (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.
- (e) If more than one person executes this Agreement as the Debtor:
- (i) the obligations of such persons hereunder shall be joint and several;
  - (ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and
  - (iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.
- (f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:
- (i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and
  - (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.
- (g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.

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- (h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.
- (i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.
- (j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.
- (k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.
- (l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

#### 18. INTERPRETATION

- (a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.
- (b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

#### 19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 18 day of March, 2013.

Witness:

MUSTANG WELL SERVICES LTD.

*[Handwritten signature]*

Witness:

Per: *Royden Wideman*

*[Handwritten signature]*

Witness:

And per: *Michael Kellard*

Full Address of Debtor:

P.O. Box 1467

Camrose, AB

T4V 1X4

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Handwritten initials]*  
*[Handwritten initials]*

**SCHEDULE A**

Description of Collateral:

Select appropriate box or boxes. If no box is selected, the Debtor shall be deemed to have selected box (b).

- (a) All of the Debtor's present and after-acquired Personal Property.
- (b) All of the Debtor's present and after-acquired property, assets and undertaking, including without limitation all present and after-acquired Personal Property, and all present and after-acquired real, immovable and leasehold property.
- (c) All of the Debtor's present and after-acquired Personal Property except :
- (d) All of the Debtor's equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.
- (e) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.
- (f) All of the Debtor's present and after-acquired Inventory, wherever located.
- (g) The following described Personal Property of the Debtor:
- (h) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.
- (i) All of the Debtor's , male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, wherever located.

Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as Inventory for sale or lease by the Debtor) constituting Collateral are as follows:

| <u>Make</u> | <u>Model</u> | <u>Year of Manufacture</u> | <u>Serial Number (and Registration Mark for aircraft only)</u> |
|-------------|--------------|----------------------------|--|
|             |              |                            |  |
|             |              |                            |  |
|             |              |                            |  |

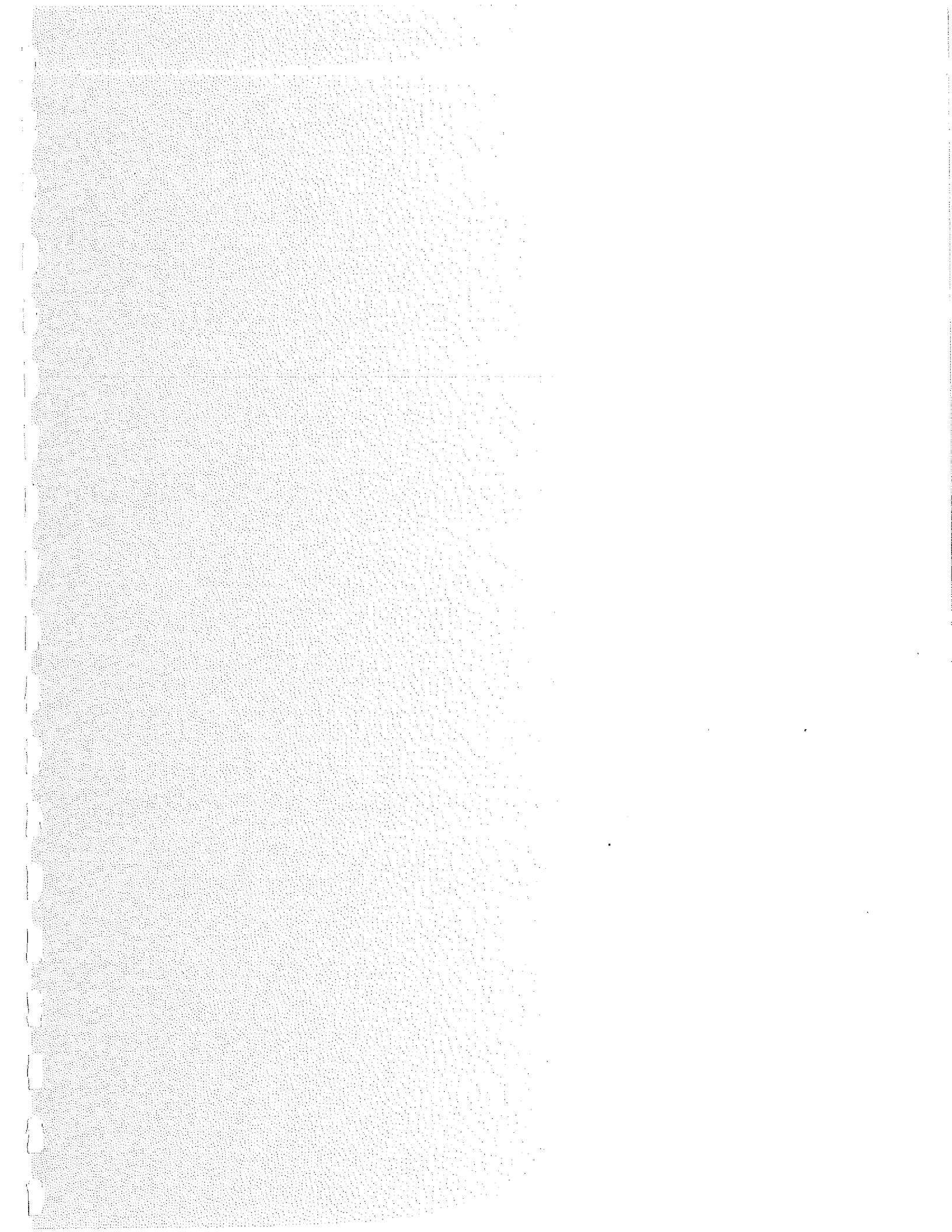
Locations of Collateral:

The Collateral is located at the following location(s): *At address in Camrose, AB or on site in Alberta, Saskatchewan or British Columbia.*

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**SCHEDULE B  
PERMITTED ENCUMBRANCES**

*RTW*  
*ML*



# GENERAL SECURITY AGREEMENT

Non-Consumer

TO: Alberta Treasury Branches  
("ATB")

BRANCH: #700, 7300 - 48 Avenue, Camrose, Alberta, T4V 4W2

FROM: KKSER ENTERPRISES LTD. of Box 1467, Camrose, Alberta, T4V 1X4 (the "Debtor")

## 1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "PPSA") of the province or territory referred to in the "Governing Law" section of this Agreement (the "Province") and any regulations issued thereunder.

## 2. SECURITY INTEREST AND CHARGE

- (a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "Indebtedness"), the Debtor hereby assigns and grants a mortgage, pledge, charge and security interest (which, in the case of any real property and any other Collateral (as hereinafter defined) not subject to the PPSA, shall be a mortgage as and by way of a floating charge) to and in favour of ATB in all property, assets and undertaking of the Debtor referred to in Schedule "A" (including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled) and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (herein collectively called the "Collateral").
- (b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "Security Interests". The Debtor warrants and acknowledges to and in favour of ATB that:
- (i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;
  - (ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and
  - (iii) value has been given.
- (c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.
- (d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

RSW

- (e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

### 3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

### 4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

- (a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or
- (b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "Encumbrances" and individually, an "Encumbrance") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement, except operating leases incurred in the ordinary course of the Debtor's business.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

### 5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

- (a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "B" hereto;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;

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- (c) as at the date hereof, the description of the Collateral in Schedule "A" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;
- (d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;
- (f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;
- (g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;
- (i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;
- (j) the Collateral does not consist of Consumer Goods;
- (k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and
- (l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

## 6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

- (a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "B" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;
- (b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;
- (c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;

*Row*



- (d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;
- (e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;
- (f) the Debtor will immediately give notice to ATB of:
  - (i) any change in the location of the Collateral from that specified in Section 5(i) hereof;
  - (ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;
  - (iii) any material loss of or damage to Collateral;
  - (iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;
  - (v) any change of its name or of any trade or business name used by it;
  - (vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and
  - (vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

- (g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;
- (h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;
- (j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

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- (k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and
- (l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

## 7. DEFAULT

The happening of any of the following shall constitute default (a "Default") under this Agreement:

- (a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;
- (b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;
- (c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;
- (d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;
- (e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;
- (f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;
- (h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;
- (i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;
- (j) any material adverse change occurs in the financial position of the Debtor; or
- (k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

## 8. REMEDIES

On Default:

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- (a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;
- (c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;
- (d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead. The term "Receiver" as used in this Agreement includes a receiver, a manager and a receiver-manager;
- (e) any Receiver will have the power:
  - (i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
  - (ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;
  - (iii) to sell or lease any Collateral;
  - (iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;
  - (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
  - (vi) to hold as additional security any increase or profits resulting from the Collateral;
  - (vii) to exercise all rights that ATB has under this Agreement or otherwise at law;
  - (viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;
  - (ix) to enter into and to occupy any premises in which the Debtor has any interest; and
  - (x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor;
- (f) the Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor;
- (g) any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver;
- (h) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without

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limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so;

- (i) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable; and
- (j) ATB may use the Collateral in any manner as it in its sole discretion deems advisable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

## 9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

## 10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

## 11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("Retained Collateral"):

- (a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;
- (b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;
- (c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and
- (d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

ATB

## 12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

## 13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

## 14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, legal costs as between a solicitor and his own client on a full indemnity basis and also an allowance for the time, work and expenses of ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

## 15. REAL PROPERTY (ONLY APPLICABLE IF OPTION (b) IN SCHEDULE A HAS BEEN SELECTED OR DEEMED TO HAVE BEEN SELECTED)

- (a) For all purposes, including for the purposes of any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge created by this Agreement shall be crystallized and become a fixed charge against all of the property which is then subject to the floating charge upon the earliest of:
- (i) any one of the events described in Section 7 hereof occurring;
  - (ii) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB;
  - (iii) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral; or
  - (iv) ATB taking any action to register the floating charge granted hereunder or any caveat, security notice or other instrument in respect thereof against all or any part of the property which was subject to the floating charge at any real property registry or other similar office.
- (b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

## 16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof, are promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

17. MISCELLANEOUS

- (a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.
- (b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.
- (c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.
- (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.
- (e) If more than one person executes this Agreement as the Debtor:
- (i) the obligations of such persons hereunder shall be joint and several;
  - (ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and
  - (iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.
- (f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:
- (i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and
  - (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.
- (g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.

RJTW

- (h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.
- (i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.
- (j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.
- (k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.
- (l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

#### 18. INTERPRETATION

- (a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.
- (b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

#### 19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

RJW

20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 1<sup>5</sup> day of October, 2013.

Witness:

KKSR ENTERPRISES LTD.



Witness:

Per:

Witness:

And per:

Full Address of Debtor:

Box 1467

Camrose, Alberta

T4V 1X4

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Handwritten initials*



**SCHEDULE A**

Description of Collateral:

Select appropriate box or boxes. If no box is selected, the Debtor shall be deemed to have selected box (b).

- (a) All of the Debtor's present and after-acquired Personal Property.
- (b) All of the Debtor's present and after-acquired property, assets and undertaking, including without limitation all present and after-acquired Personal Property, and all present and after-acquired real, immoveable and leasehold property.
- (c) All of the Debtor's present and after-acquired Personal Property except :
- (d) All of the Debtor's \_\_\_\_\_ equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.
- (e) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.
- (f) All of the Debtor's present and after-acquired Inventory, wherever located.
- (g) The following described Personal Property of the Debtor:
  
- (h) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.
- (i) All of the Debtor's \_\_\_\_\_, male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, wherever located.

Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as Inventory for sale or lease by the Debtor) constituting Collateral are as follows:

| <u>Make</u> | <u>Model</u> | <u>Year of Manufacture</u> | <u>Serial Number (and Registration Mark for aircraft only)</u> |
|-------------|--------------|----------------------------|--|
| _____       | _____        | _____                      | _____  |
| _____       | _____        | _____                      | _____  |
| _____       | _____        | _____                      | _____  |

Locations of Collateral:

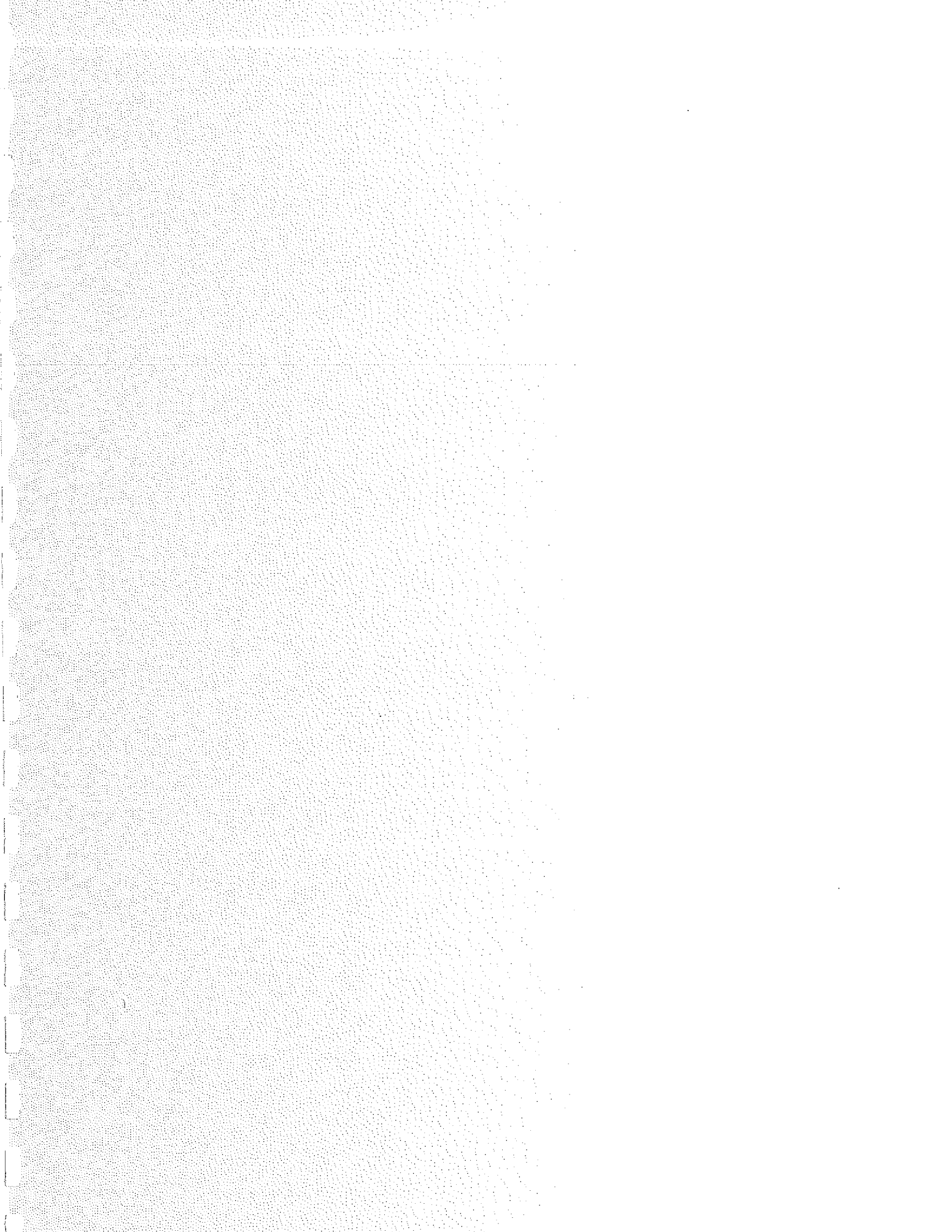
The Collateral is located at the following location(s):

*RJW*

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**SCHEDULE B  
PERMITTED ENCUMBRANCES**

*RTW*



## LAND TITLES ACT

### COLLATERAL MORTGAGE

KKSER ENTERPRISES LTD. OF BOX 1467, CAMROSE, ALBERTA, T4V 1X4 (the "Mortgagor") has become or may hereafter become indebted, obligated or liable, whether directly or indirectly, absolutely or contingently, to Alberta Treasury Branches at 700, 7300 - 48 Avenue, Camrose, Alberta T4V 4W2 (the "Mortgagee").

As collateral security for the payment by the Mortgagor of any sums required to be paid from time to time to the Mortgagee and the performance of any covenants and obligations of the Mortgagor to the Mortgagee to be performed from time to time, the Mortgagor has agreed to execute and deliver this mortgage.

The Mortgagor, being or being entitled to become registered as owner of an estate in fee simple possession, subject however to such encumbrances, liens and interests as are notified on the Certificate of Title therefor, in those lands located in the Province of Alberta and described as follows (or as described in Schedule "A" attached hereto):

AS MORE PARTICULARLY DESCRIBED IN SCHEDULE "A" ANNEXED HERETO AND FORMING PART HEREOF

(which, with the buildings and improvements located thereon, are collectively called the "Lands"), in consideration of the premises, COVENANTS with the Mortgagee as follows:

#### 1. PAYMENT

The Mortgagor hereby acknowledges that the Mortgagor is or may become obligated to pay to the Mortgagee the Obligations (as hereinafter defined) from time to time in accordance with and in the manner agreed to between the Mortgagee and the Mortgagor.

"Obligations" means, collectively, all amounts owing to the Mortgagee by the Mortgagor from time to time, whether present or future, direct or indirect, absolute or contingent, matured or not, and however arising, and whether pursuant to a revolving line of credit, and whether incurred or arising before, during or after the time that the Mortgagor is the owner of the Lands, including principal, interest and costs.

#### 2. COLLATERAL SECURITY

The Mortgagor hereby encumbers, mortgages and charges the Lands with payment of the Obligations, up to the principal amount of TWO MILLION EIGHT HUNDRED THOUSAND—XX/100 dollars (\$2,800,000.00), plus interest thereon after demand for payment thereunder, both before and after judgment, calculated at a floating rate equal to 3% above the prime lending rate from time to time established by the Mortgagee for commercial loans made by it in Canada in Canadian dollars ("the Interest Rate"), together with all further monies which may become payable pursuant to the terms of this mortgage.

This mortgage is given and taken as general and continuing collateral security to secure payment and performance of the Obligations and this mortgage shall obtain priority for all Obligations notwithstanding that at any time or from time to time there may not be any Obligations then outstanding or the amount of the Obligations may fluctuate from time to time. It is acknowledged by the Mortgagor that if the Mortgagee extends a revolving line of credit to the Mortgagor, this mortgage may be held as collateral security for such revolving line of credit up to the principal amount specified above. The accounts and records of the Mortgagee shall, in the absence of manifest error, constitute prima facie evidence of the amount of Obligations outstanding and owing from time to time by the Mortgagor to the Mortgagee.

#### 3. NO MERGER

The taking of a judgment or judgments under any of the covenants contained in this mortgage, in any agreement evidencing the Obligations, or in any other security for payment of the Obligations will not operate as a merger of such covenants or of the Mortgagee's security by way of a charge against the Lands or affect the Mortgagee's right to interest hereunder at the Interest Rate. It is distinctly understood and agreed that the Interest Rate will be payable on the amount of any judgment.

#### 4. TAXES, CLAIMS AND COSTS

- (a) The Mortgagor will pay all taxes, rates, levies, assessments and impositions of the municipality or any other taxing authority which are now or may hereafter be levied, charged, assessed, imposed or payable against or in respect of the Lands, or any part thereof, or on this mortgage or on the Mortgagee in respect of this mortgage, when the same become due, and will provide the Mortgagee with the receipts therefor.
- (b) The Mortgagor will pay and discharge when due all claims of and obligations to labourers, builders, material suppliers and others and all other claims, debts and obligations which by the laws of Canada or of the Province of Alberta have or might have priority over the security hereby created, and will provide the Mortgagee with the receipts therefor.
- (c) If the Mortgagor fails to pay when due any of the items required to be paid by the Mortgagor pursuant to any provision of this mortgage, the Mortgagee may, but will not be obligated to, pay such items.
- (d) If the Mortgagor fails to repair as provided by this mortgage, the Mortgagee may, but will not be obligated to, at such time or times as it deems necessary and without the concurrence of any other person, make arrangements for maintaining, restoring, repairing, finishing, adding to, or putting in order the Lands, and for managing, improving, and taking care of them.
- (e) All solicitor's, inspector's, valuator's, surveyor's and other fees and expenses for drawing and registering this mortgage, for examining the Lands and the title thereto, and for making or maintaining this mortgage a first charge, or if approved by the Mortgagee, a subsequent charge, on the Lands, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting (including legal costs as between a solicitor and his own client on a full indemnity basis and also an allowance for the time, work and expenses of the Mortgagee or of any agent, solicitor or servant of the Mortgagee for any purpose herein provided), together with all sums which the Mortgagee from time to time advances, expends or incurs pursuant to any provision contained in this mortgage, whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and will be a charge on the Lands, together with interest thereon at the Interest Rate calculated from the date of advance or expenditure by the Mortgagee to the date of payment to the Mortgagee. All such monies will be payable to the Mortgagee on demand.

5. **INSURANCE**

- (a) The Mortgagor will immediately insure and keep insured during the continuance of this security the Lands to their full insurable value, with an insurer or insurers approved by the Mortgagee, against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and such other risks as the Mortgagee requires. The Mortgagor will also obtain such other insurance, of kinds and in amounts required by the Mortgagee (including but not limited to business interruption or rental loss insurance if appropriate). The Mortgagor will not do or permit anything which might impair, reduce or void such insurance.
- (b) The Mortgagor will deliver to the Mortgagee the policy or policies of insurance affecting the Lands with a mortgage clause attached, any loss thereunder to be payable to the Mortgagee.
- (c) The Mortgagor will pay all premiums and sums of money necessary to obtain and maintain such insurance as the same become due and, if requested by the Mortgagee, will immediately after payment deliver to the Mortgagee the receipts therefor. Evidence of the renewal of such insurance will, if requested by the Mortgagee, be provided to the Mortgagee at least seven business days before the insurance then existing expires; otherwise the Mortgagee may insure as herein provided.
- (d) If there is loss or damage from any of the risks insured against, the Mortgagor will furnish proof of loss at its own expense and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies and in respect of any such insurance monies received by the Mortgagee the Mortgagee may at its option:
  - (i) apply the same in or towards substantially rebuilding, reinstating or repairing the Lands; or
  - (ii) apply the same in the manner set forth in paragraph 21(c) hereof; or
  - (iii) pay the same in whole or in part to the Mortgagor, but no such payment will operate as payment or a novation of the Mortgagor's indebtedness hereunder or as a reduction of this Mortgage; or
  - (iv) apply the same partly in one way and partly in another as the Mortgagee in its sole discretion determines.

To ensure that the Mortgagee may so apply such insurance monies in the manner aforesaid, the Mortgagor assigns and releases to the Mortgagee all rights of the Mortgagor to receive the insurance monies and expressly waives all rights and benefits, to the extent that the same is permitted by law, pursuant to any legislation which provides for a contrary application of such insurance monies.

- (e) The Mortgagor hereby constitutes and appoints the Mortgagee as its attorney for the purpose of demanding, recovering and receiving payment of all insurance monies to which it may become entitled. Without limiting the generality of the foregoing, the Mortgagee may, in the name of the Mortgagor, file proofs of claim with any insurer who insures the Lands, settle or compromise any claim for insurance proceeds in respect of the Lands, commence and prosecute any action for recovery of insurance proceeds in respect of the Lands, and settle or compromise any such action. Notwithstanding the foregoing, it will remain the Mortgagor's responsibility to demand, recover and receive such payments and nothing herein will render the Mortgagee liable to the Mortgagor for any act done by it in pursuance of the power of attorney granted in this paragraph 5(c) or for its failure to do any act or take any step permitted herein.
- (f) Pending application of any insurance monies by the Mortgagee, the same will be deemed to form part of the Lands and be subject to the charge hereby created.
- (g) If the Mortgagor neglects to keep the Lands or any part of them insured as aforesaid or to pay the said premiums and sums of money necessary for such purpose or to deliver the policy or policies or receipts as aforesaid then the Mortgagee will be entitled, but will not be obliged, to insure the Lands in the manner aforesaid.

6. **IMPROVEMENTS TO BE FIXTURES**

All improvements, fixed or otherwise, now on or hereafter put on the Lands (including but not limited to all buildings, mobile homes, machinery, plant, fences, furnaces, boilers, water heaters, heating, plumbing, air conditioning, cooking, refrigerating, ventilating, lighting and water-heating equipment, window blinds, storm windows, storm doors, window screens and screen doors, and all apparatus and equipment appurtenant thereto, whether movable or stationary, with the proper, usual and necessary gears, construction and appliances) are and will, in addition to other fixtures thereon, be and become fixtures and become part of the realty and of the security and are included in the expression the "Lands".

7. **USE OF THE LANDS**

- (a) The Mortgagor will not commit or permit any act of waste on the Lands or any portion thereof or do or permit anything which might impair the value thereof.
- (b) The Mortgagor will at all times during the continuance of this mortgage well and sufficiently repair, maintain, restore and keep the Lands and every part thereof in good and substantial repair.
- (c) The Mortgagee by its agents, solicitors or inspectors may enter upon the Lands or any part thereof at any reasonable time to view their state of repair.
- (d) If in the opinion of the Mortgagee the Lands or any part thereof are not in a proper state of repair it may serve notice upon the Mortgagor to make such repairs or replacements as the Mortgagee deems proper within a time limited by such notice. If the Mortgagor fails to comply with such notice such failure will constitute a breach of covenant hereunder and in such event the Mortgagee or its agents, employees or contractors may enter upon the Lands and proceed to repair as provided in this mortgage and will have all the remedies set forth herein.
- (e) The Mortgagor will not make, or permit to be made, any alterations or additions to the Lands, or change their present use thereof, without the consent of the Mortgagee.
- (f) If the Mortgagor rents out all or any portion of the Lands, the Mortgagor will faithfully perform any landlord's covenants which it may have undertaken or which it may hereafter undertake as landlord under any such leases and will neither do, neglect to do, nor permit to be done, anything (other than pursuing the enforcement of the terms of such leases in accordance with the terms thereof) which may cause a material modification or termination of any such leases

or which may diminish the value of any leases, the rents provided for therein, or the interest of the Mortgagor or Mortgagee herein. The Mortgagor will not assign its interest in any such leases. The Mortgagor will give the Mortgagee immediate notice of any material default or notice of cancellation under any such leases.

- (g) In its ownership, operation and management of the Lands, the Mortgagor will observe and comply with all applicable federal, provincial and municipal by-laws, statutes, ordinances, regulations, orders and restrictions including but not limited to all health, fire safety and land use by-laws and all building codes affecting the Lands.

## 8. CARE OF THE LANDS

- (a) In this mortgage:
- (i) "environment" includes the Lands and surroundings;
  - (ii) "pollutant" means any substance, class of substances, mixture of substances, form of energy or combination thereof that is capable of entering the environment in a quantity or concentration or under conditions that may cause an immediate or long term adverse effect, and includes anything defined as a hazardous substance, hazardous waste, toxic substance, dangerous goods, hazardous chemical, contaminant, or agricultural chemical under any federal, provincial or municipal laws or by-laws now or hereafter in force;
  - (iii) "release" includes the noun or verb form of spill, discharge, spray, inject, abandon, deposit, leak, seep, pour, emit, empty, throw, dump, place, exhaust and words of like or similar meaning.
- (b) Neither the Mortgagor, nor, to the knowledge of the Mortgagor after diligent inquiry and investigation, any other person, has ever caused or permitted any pollutant to be placed, handled, stored or disposed of on, under or at the Lands, or on, under or at adjacent lands, except as disclosed to the Mortgagee in writing.
- (c) The Mortgagor will not allow any pollutant to be placed, handled, stored or disposed of on, under or at the Lands without the prior written consent of the Mortgagee, which consent may be arbitrarily or unreasonably withheld.
- (d) In the event of a release, the Mortgagor will promptly take any and all necessary remedial action; provided, however, that the Mortgagor will not, without the Mortgagee's prior written consent, take any such remedial action nor enter into any settlement agreement, consent decree, or other compromise in respect of any related claims, proceedings, lawsuits or action commenced or threatened pursuant to any environmental, health or safety laws or in connection with any third party, if such remedial action, settlement, consent or compromise might impair the value of the Mortgagee's security hereunder. The Mortgagee's prior consent will not, however, be necessary if the release either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain the Mortgagee's consent prior to undertaking such action. If the Mortgagor undertakes any remedial action the Mortgagor will immediately notify the Mortgagee of any such remedial action in compliance with all applicable federal, provincial and municipal laws and by-laws, and in accordance with the orders and directives of all federal, provincial and municipal governmental authorities, to the satisfaction of the Mortgagee.
- (e) The Mortgagor agrees to defend, indemnify, and hold the Mortgagee harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, legal costs as between a solicitor and his own client on a full indemnity basis, including those arising by reason of any of the aforesaid or an action under this indemnity) arising directly or indirectly from, out of or by reason of any release, environmental complaint, or any environmental health, fire, safety, and land use law governing the Mortgagor, its operations or the Lands. This indemnity will apply notwithstanding any negligent or other contributory conduct by or on the part of the Mortgagee or any one or more other parties or third parties and will survive the payment of and the satisfaction of this mortgage.

## 9. COVENANTS UNDER THE LAND TITLES ACT

- (a) The Mortgagor has a good title to the Lands;
- (b) The Mortgagor has the right to mortgage the Lands;
- (c) On default the Mortgagee will have quiet possession of the Lands;
- (d) The Lands are free from all encumbrances except as consented to in writing by the Mortgagee;
- (e) The Mortgagor will execute such further assurances of the Lands as may be required by the Mortgagee; and
- (f) The Mortgagor has done no act to encumber the Lands except as consented to in writing by the Mortgagee.

## 10. DEFAULT AND ACCELERATION

The security of this mortgage will, at the option of the Mortgagee, immediately become enforceable and may be enforced without the requirement of any or any further notice from the Mortgagee to the Mortgagor, in each of the following events, each of which shall constitute an event of default:

- (a) if the Mortgagor defaults in payment or in the observance or performance of any of the Obligations, or of any obligation, covenant or liability of the Mortgagor to the Mortgagee contained herein or in another security or agreement executed and delivered by the Mortgagor to the Mortgagee, and, except as otherwise expressly provided, such default continues for more than seven days following written notice from the Mortgagee to pay or to otherwise remedy the same;
- (b) if any warranty, representation or statement made or furnished to the Mortgagee by or on behalf of the Mortgagor in respect of the Lands or the Mortgagor proves to have been false or misleading in any material respect when made or furnished;
- (c) if the Lands are capable of generating income and there is loss or damage to the Lands or any part thereof which materially adversely affects its income-generating ability thereof in the reasonable opinion of the Mortgagee, and such loss or damage cannot be repaired or replaced so as to re-establish the income-generating ability of the Lands within a reasonable time and in any case within 90 days following such loss or damage;

- (d) if there is a seizure or attachment to or on the Lands;
- (e) if any charge or encumbrance created or issued by the Mortgagor affecting the Lands becomes enforceable and any step is taken to enforce the same;
- (f) if an order is made, an effective resolution passed or a petition is filed for the winding up of the Mortgagor, or a receiver of the Mortgagor or the Lands is appointed;
- (g) if the Mortgagor becomes insolvent, makes a general assignment for the benefit of its creditors or otherwise acknowledges insolvency, or a bankruptcy petition or receiving order is filed or made against the Mortgagor;
- (h) if the Mortgagor ceases or threatens to cease to carry on its business, makes a bulk sale of its assets or commits or threatens to commit any act of bankruptcy;
- (i) if any other mortgagee, encumbrance or other party having a charge on the Lands commences proceedings to enforce its rights or security in such mortgage, encumbrance or charge or takes steps to collect all or any of the income generated from the Lands, or any part thereof;
- (j) if the Mortgagor grants or attempts to grant any form of security to any person other than the Mortgagee ranking or purporting to rank in priority to or equally with the security held by the Mortgagee on the Lands;
- (k) if the Mortgagor abandons the Lands or any part thereof;
- (l) if the Mortgagor operates a business on the Lands and fails to maintain and operate such business as a going concern in a prudent and businesslike manner to the reasonable satisfaction of the Mortgagee; or
- (m) if for any other reason the Mortgagee determines that its security under this mortgage is in jeopardy.

#### 11. POWER OF ATTORNEY

Upon the occurrence of an event of default pursuant to paragraph 10, the following power of attorney will take effect: the Mortgagor hereby irrevocably appoints the Mortgagee, or such person or corporation as may be designated by the Mortgagee, as attorney on behalf of the Mortgagor to sell, lease, mortgage or otherwise dispose of or encumber the Lands or any part thereof, and to execute all instruments and do all acts, matters and things that may be necessary or convenient for carrying out the powers hereby given and for the recovery of all sums of money owing for or in respect of the Lands or any part thereof, and for the enforcement of all contracts and covenants in respect of the Lands or any part thereof, and for the taking and maintaining of possession of and the protection and preservation of the Lands or any part thereof.

#### 12. RIGHT TO SEIZE

If the Mortgagor defaults in performing or fulfilling any of the covenants set forth in this mortgage it will be lawful for, and the Mortgagee hereby grants full power and license to, the Mortgagee to enter, seize and distrain upon the Lands or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of a demise of the Lands as much of the principal and interest and other monies as is from time to time in arrears, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent.

#### 13. APPOINTMENT OF RECEIVER OR RECEIVER-MANAGER

- (a) At any time when there is default under any of the provisions of this mortgage the Mortgagee may, with or without entering into possession of the Lands or any part thereof, appoint in writing a receiver or a receiver/manager (the "Receiver") of the Lands or any part thereof and of the rents and revenues therefrom with or without security. The Mortgagee may from time to time by similar writing remove any Receiver and appoint another in its place. In making any such appointment or removal the Mortgagee will be deemed to be acting as agent or attorney for the Mortgagor. The statutory declaration of an officer of the Mortgagee as to the existence of such default will be conclusive evidence of such default. Every Receiver will be the irrevocable assignee or attorney of the Mortgagor for the collection of all rents falling due in respect of the Lands or any part of them. Every Receiver may, in the discretion of the Mortgagee and by writing under its corporate seal, be vested with all or any powers and discretions of the Mortgagee. The Mortgagee may from time to time fix the remuneration of every Receiver, who will be entitled to deduct the same from the income or proceeds of sale of the Lands. Every Receiver will, as far as concerns responsibility for his acts or omissions, be deemed the agent or attorney of the Mortgagor and in no event the agent of the Mortgagee. The appointment of every Receiver by the Mortgagee will not incur or create any liability on the part of the Mortgagee to the Receiver in any respect and such appointment or anything which may be done by the Receiver or the removal of any Receiver or the termination of any receivership will not have the effect of constituting the Mortgagee a mortgagee in possession of the Lands or any part of them. Every Receiver will from time to time have the power to rent any portion of the Lands which may become vacant for such term and subject to such provisions as it may deem advisable or expedient and in so doing every Receiver will act as the attorney or agent of the Mortgagor and will have the authority to execute under the Mortgagor's seal any lease of any such premises in the name of and on behalf of the Mortgagor. The Mortgagor undertakes to ratify and confirm whatever any Receiver may do in respect of the Lands. Every Receiver will have full power to manage, operate, amend, repair, alter or extend the Lands or any part thereof in the name of the Mortgagor for all purposes including securing the payment of rental for the Lands or any part of them. In exercising such powers, the Receiver will have all incidental powers, including the power to borrow such funds as may be required in connection therewith. No Receiver will be liable to the Mortgagor to account for monies or damages other than cash received by it in respect of the Lands or any part thereof. Out of such cash so received every Receiver will in the following order pay:
  - (i) its remuneration,
  - (ii) all payments made or incurred by it in connection with the management, operation, amendment, repair, alteration or extension of the Lands or any part of them, and
  - (iii) interest, principal and other money which may from time to time be charged upon the Lands in priority to this mortgage, and all taxes, insurance premiums and every other expenditure made or incurred by it in respect of the Lands or any part of them.

- (b) Notwithstanding the provisions of subparagraph (a) above, the Mortgagee, in addition to the right of private appointment contained therein, will have the right to apply to a court of competent jurisdiction for the appointment of a receiver or a receiver-manager, whether such application is made prior to or after the appointment of a receiver pursuant to subparagraph (a). The right to apply to a court for the appointment of a receiver or receiver-manager will be in addition to the right to appoint a receiver pursuant to subparagraph (a) and may be exercised at any time by the Mortgagee in its sole discretion.

14. **DUE ON SALE**

If, without the prior written consent of the Mortgagee:

- (a) the Mortgagor sells, conveys, transfers or assigns all or any part of its interest in the Lands, or
- (b) where the Mortgagor is a corporation, there is a change in the control of such corporation;
- the full amount then secured by this mortgage shall, at the option of the Mortgagee, become immediately due and payable upon notice to the Mortgagor. For the purposes of this clause:
- (c) a change of control of a corporation will be deemed to occur if:
- (i) there is a change of control in fact of the corporation within the meaning of section 256(5.1) and related sections of the Income Tax Act (Canada), or
- (ii) more than 10% of the issued shares of the corporation carrying voting rights in respect of the election of directors of the corporation become owned by a body corporate, person or group of persons other than that or those which own or owns the issued voting shares in the corporation as at the date of this mortgage; and
- (d) the giving or withholding of consent shall be solely within the Mortgagee's discretion and as a condition of consent the Mortgagee may require or impose such conditions as it sees fit, including but not limited to the requirement that any purchaser, transferee or assignee execute an assumption agreement in favour of the Mortgagee on such terms and conditions as the Mortgagee may require.

15. **ASSIGNMENT OF RENTALS**

As further security to the Mortgagee for repayment and performance of its other obligations as aforesaid, the Mortgagor hereby assigns, transfers and sets over to the Mortgagee all rents and other revenues from the Lands now or hereafter due or to become due, provided that:

- (a) the Mortgagor will be entitled to receive and recover such rents and other revenues until default under this mortgage;
- (b) if the Mortgagor defaults, all monies received by the Mortgagor in respect of the Lands after the default will be received by the Mortgagee in trust for the Mortgagee. Immediately after receiving such monies the Mortgagee will pay them to the Mortgagee;
- (c) the Mortgagee will have no obligation to collect any such rents or other revenues at any time and will be liable only for monies actually received;
- (d) nothing contained in this clause nor the exercise by the Mortgagee of any rights or remedies arising herefrom will place or be deemed to place the Mortgagee in possession of the Lands;
- (e) neither this assignment, nor the collection of rents pursuant to it, will be construed as a recognition or acceptance of any lease with respect to the Lands or any part thereof;
- (f) the Mortgagor will not accept any rents in excess of one monthly instalment in advance;
- (g) whenever requested by the Mortgagee the Mortgagor will assign to the Mortgagee its interest in each specific lease of the Lands or any part thereof and will execute such further specific or general assignments as may be requested by the Mortgagee from time to time; and
- (h) the Mortgagee or its agents may, but will not be obligated to, register this assignment at such registry offices as the Mortgagee in its discretion deems appropriate.

16. **CONDOMINIUM**

If the Lands are or hereafter become subject to a condominium plan duly created pursuant to the provisions of the *Condominium Property Act* (Alberta) (which, as amended from time to time, together with any legislation substituted therefor is herein collectively called "the Act"), then:

- (a) the Mortgagor fully and absolutely assigns, transfers and sets over to the Mortgagee all of the Mortgagor's voting rights now existing or which may hereafter come into existence with respect to the Lands and with respect to the Condominium Corporation of which the Mortgagor is a member by virtue of the Mortgagor's ownership of the condominium unit or units being charged by this mortgage (the "Condominium Corporation"), whether such voting rights arise under the Act, under the By-laws of the Condominium Corporation, under any agreement with the Condominium Corporation, or otherwise howsoever. The Mortgagor will execute any documentation which in the sole opinion of the Mortgagee is necessary or advisable to give full effect to the foregoing. Provided however, that if the Mortgagee is not present in person or by proxy, or, if present, does not wish to vote, then the Mortgagor may without further authority exercise all voting rights other than the right to vote on any matter requiring a unanimous resolution. Provided further that the Mortgagee may, by written notice to the Mortgagor, terminate all voting rights and privileges of the Mortgagor;
- (b) notwithstanding anything to the contrary herein contained:



- (i) the Mortgagor will observe and perform every covenant and provision required to be performed under or pursuant to the terms of this mortgage, the Act, the By laws of the Condominium Corporation in effect from time to time, and under any agreement between the Mortgagor and the Condominium Corporation; and
  - (ii) without limiting the generality of the preceding subparagraph, the Mortgagor will pay promptly when due all assessments, instalments or payments owing by it to the Condominium Corporation; and
- (c) where the Mortgagor defaults in the Mortgagor's obligations to contribute to the common expenses assessed or levied by the Condominium Corporation or any authorized agent on its behalf, or any assessment, instalment or payment owing to the Condominium Corporation, or upon breach of any covenant or provision contained in this section, then regardless of any other action or proceeding taken or to be taken by the Condominium Corporation, the Mortgagee, at its option and without notice to the Mortgagor may pay such contribution owing to the Condominium Corporation or rectify any such default or breach by the Mortgagor.

**17. SUBROGATION**

The Mortgagee may pay off any charges or encumbrances against the Lands and in such cases will be subrogated to the rights of, stand in the position of, and be entitled to all the equities of the person so paid off, whether the same are or are not discharged.

**18. PRIOR CHARGE**

If the Mortgagor defaults in the performance of any covenants, payments or conditions contained in any mortgage, lien, agreement for sale, encumbrance, interest in land or other charge or claim upon or with respect to the Lands which has or may have or which may acquire priority to this mortgage (any and all of which are herein called the "Prior Charge") then such default will constitute a default under this mortgage and the Obligations will, at the option of the Mortgagee, become immediately due and payable without notice or demand. The Mortgagee will be entitled but not obligated to pay any arrears or other sums payable under the Prior Charge, or to pay off all or any portion of the amount thereby secured. For the purposes of tendering any arrears or other sums payable to a holder of a Prior Charge, the Mortgagor hereby irrevocably appoints the Mortgagee its agent and irrevocably directs the Mortgagee to tender such monies upon the holder of a Prior Charge in the name of and on behalf of the Mortgagor. In this regard the Mortgagor hereby assigns to the Mortgagee its equity of redemption, if any, with respect to the Prior Charge, together with the statutory right of redemption given to the Mortgagor by the provisions of *The Law of Property Act* (Alberta), as in force and amended from time to time. It is the intention of the parties that the Mortgagee will have the same rights and powers, but not the liabilities, as the Mortgagor under and pursuant to the terms of the Prior Charge so that the Mortgagee will be in a position to take whatever steps are necessary to bring the Prior Charge into good standing once default has occurred thereunder. This assignment is not intended to encompass the Mortgagor's entire interest in the Prior Charge, but only to the extent hereinbefore stipulated. Furthermore, nothing herein contained will create any obligation upon the Mortgagee to cure any default on behalf of the Mortgagor.

**19. PARTIAL RELEASE**

The Mortgagee may release any part of the Lands at any time at its discretion, or may release any person from this mortgage or from any of the covenants herein contained or contained in any collateral security, either with or without any consideration therefor, without responsibility therefor and without releasing any other part of the Lands, any other person or any collateral security.

**20. MORTGAGEE IN POSSESSION**

If the Mortgagee exercises any of its rights hereunder, or goes into possession of the Lands or any part thereof for any purpose under the powers conferred upon it by this mortgage or by law, it will not be deemed to be a mortgagee in possession nor responsible in any way for anything other than monies actually received by it.

**21. APPROPRIATION OF PAYMENTS**

- (a) This mortgage is intended as collateral security to secure the Obligations and any other amounts owing under and secured hereby in accordance with the terms hereof, and will secure any ultimate balance owing. No payment by the Mortgagor will reduce the amount secured by this mortgage unless:
  - (i) the Mortgagee so agrees in writing; or
  - (ii) the Mortgagor's obligations to the Mortgagee do not exceed the principal sum secured as set forth in paragraph 2 of this mortgage, the Mortgagee has no obligation to advance further funds to the Mortgagor or for which the Mortgagor would be liable, and the Mortgagor advises the Mortgagee in writing that the amount paid will reduce the principal sum secured by this mortgage.
- (b) Subject to clause (c) below, any amount received by the Mortgagee which reduces the gross amount secured by this mortgage will be applied in whatever manner the Mortgagee thinks fit as between principal, interest or other monies secured by this mortgage.
- (c) If, prior to the Mortgagee requiring payment from the Mortgagor under the Obligations, the Mortgagee received:
  - (i) a payment from the Mortgagor which reduces the amount secured hereunder;
  - (ii) insurance proceeds which are not applied to rebuild, reinstate or repair the Lands or released to the Mortgagor; or
  - (iii) any monies as a result of a demand upon or realizing upon the security of this mortgage and which reduces the amount secured by this mortgage;

the Mortgagee will retain the amount received (after deduction of any appropriate costs and expenses in accordance with this mortgage) in a collateral account in substitution for this mortgage to the extent of the amount so retained, and such amount will constitute collateral security to the Mortgagee for the Obligations of the Mortgagor.

## 22. EXPROPRIATION AND CONDEMNATION

- (a) Notwithstanding anything to the contrary contained herein, if the Mortgagee receives a notice of intention to expropriate (as referred to in the *Expropriation Act* (Alberta)) the Lands or the estate or interest of the Mortgagee in the Lands, or the Lands are condemned by any authority having jurisdiction in that regard, then the Obligations will at the option of the Mortgagee automatically become due in full on demand by the Mortgagee.
- (b) The damages, proceeds, consideration and award, whether awarded by the Land Compensation Board, the Surface Rights Board, a court or otherwise, resulting from any expropriation are, to the extent of the full amount of the monies and obligations secured by this mortgage and remaining unpaid on the date of such expropriation, hereby assigned by the Mortgagee to the Mortgagee and will be paid immediately to the Mortgagee.
- (c) The Mortgagor acknowledges that it is aware of the provisions of Sections 49 and 52 of the *Expropriation Act* (Alberta); and any amendments thereto, and hereby waives the benefit of such provisions or any legislation similar thereto or in replacement thereof. The Mortgagor covenants to pay to the Mortgagee the difference between the amount secured under this mortgage and the monies paid by the expropriating authority to the Mortgagee, together with interest thereon at the Interest Rate both before and after maturity, default, acceleration and the obtaining of any judgment by the Mortgagee.

## 23. GENERAL CLAUSES

- (a) Any notice required or permitted to be given to the Mortgagor in connection with this mortgage may be delivered or mailed to it by registered mail addressed to it at its last address as shown on the records of the Mortgagee. Such notice will be conclusively deemed to have been received on the date of delivery or three business days after the date of mailing. No want of notice or publication when required by this mortgage or by any statute, nor any impropriety or irregularity, will invalidate any sale made or purported to be made under this mortgage.
- (b) No waiver by the Mortgagee of the performance of any covenant, proviso, condition or agreement herein contained will take effect or be binding on the Mortgagee unless the same is expressed in writing by the Mortgagee or its duly authorized agent. Such waiver will not nullify such covenant, proviso, condition or agreement, affect its future enforcement or be a waiver of any subsequent breach of the same.
- (c) A default in the due observance or performance by the Mortgagor of any of its covenants contained in the Obligations or in any promissory notes, agreements, or other securities which may now or at any time be held or taken by the Mortgagee in respect of the Obligations will, in addition to its usual effect, have the same effect and give rise to the same rights and remedies as a default under the terms of this mortgage. If the Mortgagee becomes entitled to take legal proceedings of any nature whatsoever against the Mortgagor in respect of this mortgage or in respect of the Obligations or any of the said promissory notes, agreements or other securities, the Mortgagee may either concurrently with such suit, successively or otherwise, pursue any or all of its other remedies. If the Mortgagee pursues one or other of the said remedies this will not constitute an election by the Mortgagee to abandon any of the other remedies.
- (d) The lien and charge hereby created will take effect immediately on the execution of this mortgage, and will secure the full amounts referenced in paragraph 2 hereof.
- (e) If the Mortgagor is a body corporate it will maintain its separate corporate existence and do all such things as are required in order to permit it to carry on its business.
- (f) If the Mortgagor operates a business on the lands or otherwise derives revenue therefrom the Mortgagor will:
  - (i) maintain proper records and books of account with respect to the operation of its business on the Lands and the income and expenses related thereto. The Mortgagor will allow the Mortgagee's representatives at all reasonable times to inspect all such records and books of account as such representatives may deem necessary; and
  - (ii) provide to the Mortgagee such information, financial or otherwise, as to the business and affairs of the Mortgagor, in relation to the Mortgagor being able to observe and perform its obligations to the Mortgagee under this mortgage, as the Mortgagee may from time to time request.
- (g) The Mortgagor will fulfill or comply with such additional terms, conditions and covenants, if any, as are contained on Schedule "B" to this mortgage.

## 24. INTERPRETATION

- (a) If the context so requires, wherever the neuter is used it will include the feminine and masculine, and wherever the singular is used it will include the plural.
- (b) If there is more than one Mortgagor then all covenants and stipulations herein contained or implied will apply to and be binding upon all the Mortgagors jointly and severally; provided always, and it is expressly agreed, that all covenants, provisos, powers, privileges and licenses herein expressed or implied will be binding upon and enure to the benefit of the respective legal personal representatives, successors and assigns of the parties.
- (c) The provisions contained in any schedules to this mortgage are incorporated by reference and form a part of this mortgage as fully as if set out in the body of this mortgage. The covenants and obligations of the Mortgagor and the rights and remedies of the Mortgagee contained in this mortgage are in addition to those granted or implied by statute or otherwise imposed or granted by law.
- (d) If any provision of this mortgage is held to be invalid or unenforceable by a Court of competent jurisdiction it will be deemed to have been deleted from the mortgage and the remaining provisions of this mortgage will continue in full force and effect and be enforceable to the greatest extent permitted by law.
- (e) The headings contained in this mortgage are inserted for ease of reference only and will not be construed so as to limit or restrict the obligations of the Mortgagor or the rights and remedies of the Mortgagee herein.
- (f) Neither the execution nor registration of this mortgage or any additional or other security or documentation will act as a merger of or otherwise affect the enforceability of the Obligations. All agreements and securities now or hereafter

entered into by the Mortgagor with or in favour of the Mortgagee, whether related to the within transaction or otherwise, will be in addition to and not in substitution for any agreements or securities previously granted, unless expressly provided to the contrary therein.

25. **CHARGE**

For better securing to the Mortgagee the repayment in the manner aforesaid of the said principal sum and interest and other charges and monies hereby secured, and for the due performance by the Mortgagor of all of the covenants, provisos and conditions herein expressed or implied, the Mortgagor hereby mortgages to the Mortgagee all its estate and interest in the Lands.

26. **DISCHARGE**

The Mortgagee will have a reasonable time to provide the Mortgagor with a registrable discharge of this mortgage, upon the Mortgagor becoming entitled to such discharge. All costs related to such discharge will be borne by the Mortgagor to the extent permitted by law.

IN WITNESS WHEREOF the Mortgagor has executed this mortgage on the 15<sup>th</sup> day of October, 2013.

in the presence of

) KRSR ENTERPRISES LTD.  
)  
)  
)

Per: 

\_\_\_\_\_  
(Witness)

**DOWER ACT  
CONSENT OF SPOUSE**

I, \_\_\_\_\_, being married to the above named \_\_\_\_\_, do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the property given to me by The Dower Act, to the extent necessary to give effect to the disposition.

\_\_\_\_\_  
(Signature of Spouse)

**DOWER ACT  
AFFIDAVIT**

I, \_\_\_\_\_, of \_\_\_\_\_, in the Province of Alberta, make oath and say:

1. I am the mortgagor named in the within instrument.
2. (a) I am not married.  
or  
(b) Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.  
or  
(c) I am married to \_\_\_\_\_ being the person who executed the release of dower rights registered in the Land Titles Office on \_\_\_\_\_, as instrument number \_\_\_\_\_.  
or  
(d) A judgment for damages was obtained against me by my spouse and registered in the Land Titles Office on \_\_\_\_\_, as instrument number \_\_\_\_\_.

SWORN BEFORE ME at the \_\_\_\_\_ of \_\_\_\_\_, in the )  
Province of Alberta this \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_ )

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta  
(Print or Stamp Name Next to Signature)  
My Commission Expires \_\_\_\_\_

**DOWER ACT  
CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE**

1. This document was acknowledged before me by \_\_\_\_\_ apart from HER HUSBAND.
2. \_\_\_\_\_ acknowledged to me that SHE
  - (a) is aware of the nature of the disposition,
  - (b) is aware that the Dower Act gives HER a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent,
  - (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to HER by The Dower Act to the extent necessary to give effect to the said disposition, and
  - (d) is executing this document freely and voluntarily without any compulsion on the part of HER HUSBAND.

Dated at \_\_\_\_\_, in the Province of Alberta on \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta  
(Print or Stamp Name Next to Signature)  
My Commission Expires \_\_\_\_\_

**AFFIDAVIT OF EXECUTION**

I, \_\_\_\_\_ of \_\_\_\_\_, in the Province of Alberta, MAKE OATH AND SAY:

- 1. That I was personally present and did see \_\_\_\_\_ who is known to me be the person named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see \_\_\_\_\_ who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duly sign the instrument;

- 2. That the same was executed at \_\_\_\_\_, in the Province of Alberta, and that I am the subscribing witness thereto.
- 3. That I know the said person(s) named in paragraph 1 and he is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the City of Edmonton, in the Province of Alberta this \_\_\_\_\_ of October, 2013.

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta  
(Print or Stamp Name Next to Signature)  
My Commission Expires \_\_\_\_\_

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I, \_\_\_\_\_, of \_\_\_\_\_, in the Province of Alberta, MAKE OATH AND SAY:

- 1. I am an officer or a director of KKSER ENTERPRISES LTD. named in the within or annexed instrument.
- 2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN BEFORE ME at the \_\_\_\_\_ of \_\_\_\_\_, in the Province of Alberta this \_\_\_\_\_ of October, 2013.

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta  
(Print or Stamp Name Next to Signature)  
My Commission Expires \_\_\_\_\_

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I, \_\_\_\_\_, of \_\_\_\_\_, in the Province of Alberta, MAKE OATH AND SAY:

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SWORN BEFORE ME at the City of Edmonton, in the Province of Alberta this \_\_\_\_\_ of October, 2013.

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta  
(Print or Stamp Name Next to Signature)  
My Commission Expires \_\_\_\_\_

SCHEDULE "A"

PARCEL 1:

PLAN 9922651

LOT 3

EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.62 HECTARES (4 ACRES) MORE OR LESS

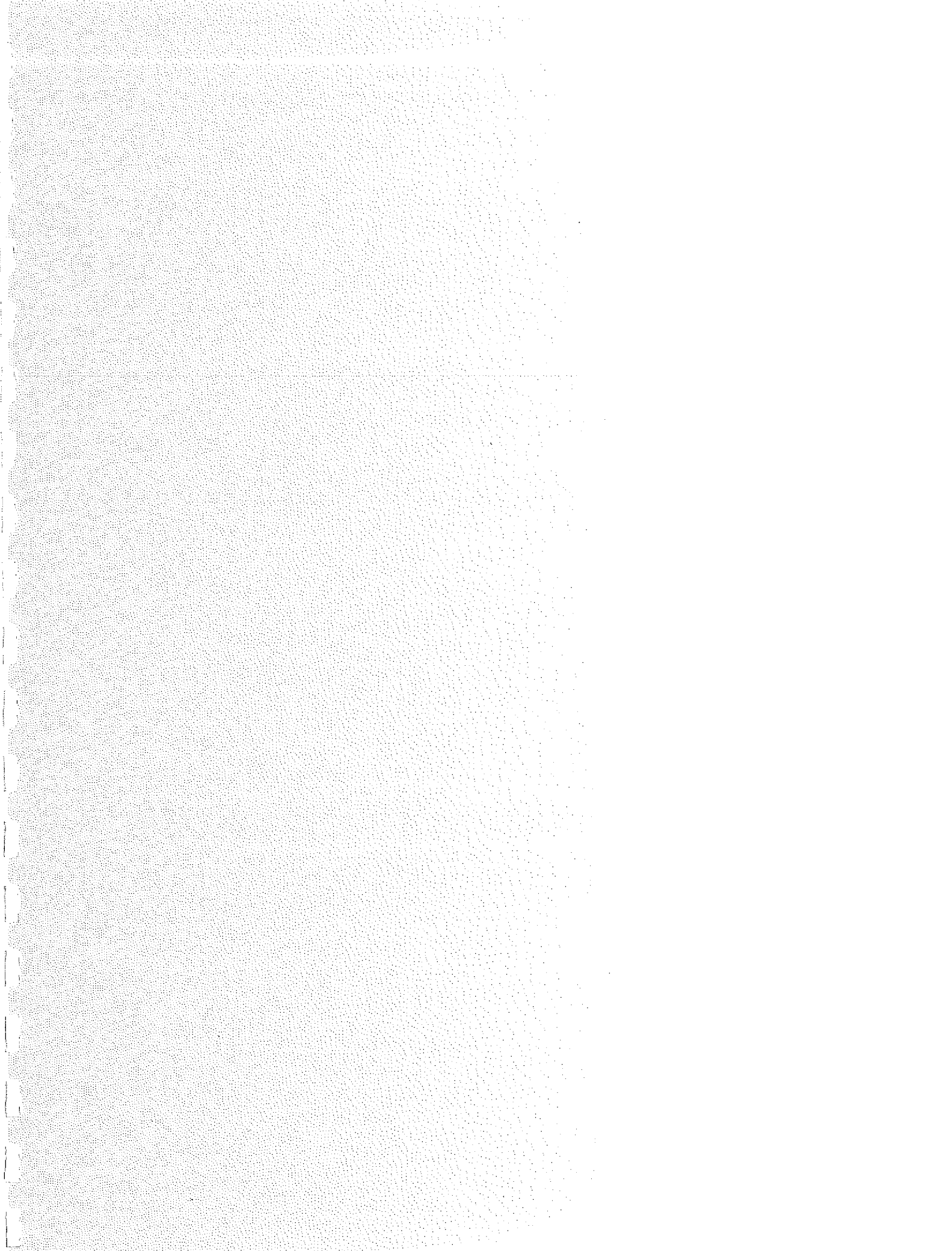
PARCEL 2:

PLAN 1323928

BLOCK 1

LOT 9

EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 2.44 HECTARES (6.03 ACRES) MORE OR LESS



## GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made the 15 day of October, 2013.

BETWEEN:

KKSR ENTERPRISES LTD. (the Borrower"),  
of Box 1467, Camrose, Alberta, T4V 1X4

and

ALBERTA TREASURY BRANCHES ("ATB"),  
of #700, 7300 - 48 Avenue, Camrose, Alberta, T4V 4W2

RECITAL:

- A. As continuing security for the payment and performance of all debts, liabilities and obligations of the Borrower to ATB howsoever arising (present and future, absolute and contingent, direct and indirect) (the "Indebtedness") and for value received, the receipt and sufficiency of which the Borrower acknowledges, the Borrower has agreed to assign to ATB all leases, licenses, tenancy agreements or rights of use or occupation of every kind in respect of the lands described in Schedule "A" hereto (the "Premises") or any part thereof (which, as may be amended, extended, renewed or replaced from time to time are herein individually called a "Lease" and collectively the "Leases") and all rents and other payments now or hereafter due under the Leases (the "Rents");

### AGREEMENT:

The Borrower agrees with ATB as follows:

1. The Borrower assigns to ATB:
  - (a) all Leases;
  - (b) all Rents;
  - (c) the benefit of all guarantees of the Leases; and
  - (d) the benefit of all covenants by all tenants, lessees, users, occupiers and licencees of the Premises (collectively called the "Lessees");with full power and authority to demand, collect, sue for, distraint for, recover, receive and give receipts for the Rents, to enforce payment thereof and to enforce performance of all the Leases in the name of and as agent for the Borrower.
2. All Rents shall be recoverable as rent in arrears. Wherever ATB is entitled to levy distress against the goods and personal property of any of the Lessees or to re-enter the premises described in any Lease, ATB may use such force as it sees fit without being liable to any action in respect thereof or for any loss or damage occasioned thereby. The Borrower releases ATB from all actions, proceedings, claims or demands in respect of any such forceable entry or any loss or damage sustained by the Borrower in respect thereof.
3. Notwithstanding any variation of the terms of any agreement or arrangement with the Borrower or any extension of time for payment or any release of part or parts of the Premises, or of any collateral security, this Assignment shall continue as security until the Indebtedness and all terms of any agreement or agreements between the Borrower and ATB in respect of the Indebtedness are fully paid and satisfied.
4. Although this is a present Assignment, ATB shall not exercise its rights hereunder until ATB determines that default has been made in payment of the Indebtedness, or any part thereof, or in the performance of any term contained in any agreement between ATB and the Borrower in respect of the Indebtedness.
5. ATB may waive any default and shall not be bound to serve any notice on any Lessees on the happening of any default. No waiver shall extend to any subsequent default.
6. ATB is not responsible for collecting any Rents or performing any terms under any Lease. ATB shall not be a mortgagee in possession of the Premises by virtue of this Assignment or by virtue of anything done or omitted to be done by ATB in respect of this Assignment. ATB is not under any obligation to take any action or exercise any remedy in the collection or recovery of any Rents or to see to or enforce the performance of any terms of any Lease.
7. ATB shall only be liable to account for moneys which actually come into its hands by virtue of this Assignment, after deduction of all collection charges, inspection fees and other expenses (including legal fees as between a solicitor and his own client on a full indemnity basis) to which ATB may be put in respect of this Assignment and all moneys received by ATB shall be applied on account of any such part of the Indebtedness.
8. The Borrower shall not, without the consent in writing of ATB:
  - (a) assign, pledge or hypothecate the whole or any part of any Leases or Rents other than to ATB;
  - (b) do or permit or omit to do or permit any act to be done which either directly or indirectly has the effect of waiving, releasing, reducing or abating any rights or remedies of the Borrower or obligations of any other party under or in respect of any Lease;
  - (c) terminate, accept a surrender of or amend in any manner any Lease other than month to month tenancies; or
  - (d) receive or permit the prepayment of any Rent for more than two months in advance.
9. The Borrower will from time to time on demand furnish to ATB a current list of all Leases in such detail as ATB requires.
10. The Borrower shall execute such further documents as are required by ATB from time to time to perfect this Assignment.



11. This Assignment is taken by way of additional security only. Neither the taking of this Assignment nor anything done in respect of this Assignment shall in any way prejudice or limit the rights of ATB or the obligations of the Borrower under any agreement between the Borrower and ATB or any collateral security thereto.
12. The Borrower will at the request of ATB from time to time give any of the Lessees notice of this Assignment and will obtain from those Lessees acknowledgement of such notice. The notice and acknowledgement shall be in the form required by ATB and such notice (or any notice of this Assignment given by ATB) shall be effective and binding on each Lessee upon ATB giving the Lessee notice that the Borrower has defaulted under the terms of any agreement between ATB and the Borrower, whether or not there has actually been a default under such agreement.
13. The rights and remedies given to ATB hereunder are in addition to and not in substitution for and shall not in any way derogate from or delay or prejudice any rights or remedies to which ATB may be entitled under or in respect of any other agreement between the Borrower and ATB.
14. The Borrower warrants and represents to ATB that:
  - (a) none of the Leases or the Borrower's rights thereunder, including the right to receive the Rents, has been or will be amended, sublet, assigned, encumbered, discounted, anticipated, waived, reduced, released or abated without the prior written consent of ATB;
  - (b) none of the Rents has been or will be paid prior to the due date for payment thereof other than as permitted by paragraph 8(d) hereof;
  - (c) there has been no default under any Lease by any of the parties thereto;
  - (d) there is no outstanding dispute under any Lease between the Borrower and any of the Lessees;
  - (e) the Borrower has performed and will perform all of its obligations under each Lease;
  - (f) each Lease at the date hereof is valid, enforceable and in full force and effect;
  - (g) the Borrower now has good right, full power and absolute authority to assign its rights in accordance with this Assignment.
15. The Borrower charges the Premises to ATB to secure the due performance of this Assignment and the payment of all Rents to ATB.
16. ATB or its agent may forthwith register this Assignment at such Registry Offices as ATB sees fit. The Borrower shall not take any steps to challenge or remove any instrument or notice filed in respect of this Assignment until the indebtedness and all terms of any agreement between the Borrower and ATB in respect of the indebtedness are fully paid and satisfied.
17. In this Assignment, "Borrower", "Borrowers" and "ATB" include the heirs, executors, administrators, successors and assigns of the Borrower and ATB respectively; the singular number and masculine and neuter genders include the masculine, feminine and neuter genders and the plural number when the context so requires; and "term" or "terms" include conditions, covenants, agreements, stipulations, provisions and obligations. If this Assignment is executed by more than one person as Borrower, all terms herein contained are binding on all Borrowers jointly and severally.

The Borrower has executed this Assignment the day and year first above written.

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KKSR ENTERPRISES LTD.

  
Per:

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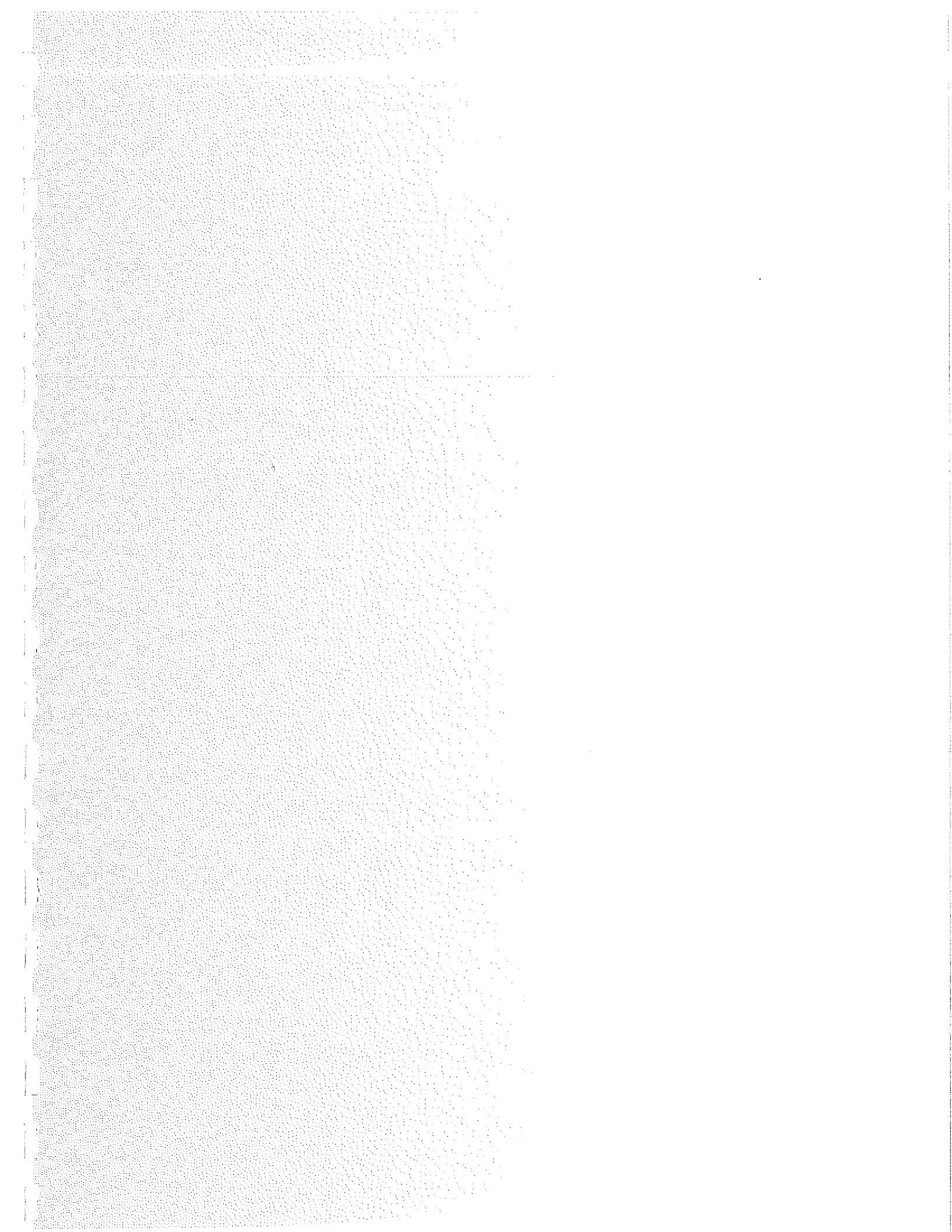
And per:

SCHEDULE "A"

(Legal description of the Premises)

PARCEL 1:  
PLAN 9922651  
LOT 3  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.62 HECTARES (4 ACRES) MORE OR LESS

PARCEL 2:  
PLAN 1323928  
BLOCK 1  
LOT 9  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 2.44 HECTARES (6.03 ACRES) MORE OR LESS



**GENERAL SECURITY AGREEMENT**  
Non-Consumer

TO: Alberta Treasury Branches  
("ATB")

BRANCH: #700, 7300 - 48th Ave, Camrose, AB T4V 4W2

FROM: Hoedown Equipment Ltd a division of Complete Oilfield Manufacturing Inc. (the "Debtor")

**1. DEFINITIONS**

All capitalized terms used in this Agreement and in any schedules attached hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "PPSA") of the province or territory referred to in the "Governing Law" section of this Agreement (the "Province") and any regulations issued thereunder.

**2. SECURITY INTEREST AND CHARGE**

- (a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "Indebtedness"), the Debtor hereby assigns and grants a mortgage, pledge, charge and security interest (which, in the case of any real property and any other Collateral (as hereinafter defined) not subject to the PPSA, shall be a mortgage as and by way of a floating charge) to and in favour of ATB in all property, assets and undertaking of the Debtor referred to in Schedule "A" (including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled) and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (herein collectively called the "Collateral").
- (b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "Security Interests". The Debtor warrants and acknowledges to and in favour of ATB that:
- (i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;
  - (ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and
  - (iii) value has been given.
- (c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.
- (d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

- (e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

### 3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

### 4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

- (a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or
- (b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "Encumbrances" and individually, an "Encumbrance") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement, except operating leases incurred in the ordinary course of the Debtor's business.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

### 5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

- (a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "B" hereto;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;

- (c) as at the date hereof, the description of the Collateral in Schedule "A" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;
- (d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;
- (f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;
- (g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;
- (i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situated at one of such locations. For certainty, the Security Interests attach to all Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;
- (j) the Collateral does not consist of Consumer Goods;
- (k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and
- (l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

## 6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

- (a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "B" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;
- (b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;
- (c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;

- (d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;
- (e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;
- (f) the Debtor will immediately give notice to ATB of:
  - (i) any change in the location of the Collateral from that specified in Section 5(i) hereof;
  - (ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereof;
  - (iii) any material loss of or damage to Collateral;
  - (iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;
  - (v) any change of its name or of any trade or business name used by it;
  - (vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and
  - (vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

- (g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;
- (h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;
- (j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

- (k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and
- (l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

## 7. DEFAULT

The happening of any of the following shall constitute default (a "Default") under this Agreement:

- (a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;
- (b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;
- (c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;
- (d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;
- (e) the Debtor ceases or demonstrates an intention to cease to carry on business or purports to dispose of all or a substantial part of its assets;
- (f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;
- (h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;
- (i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;
- (j) any material adverse change occurs in the financial position of the Debtor; or
- (k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

## 8. REMEDIES

On Default:



- (a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;
- (c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;
- (d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead. The term "Receiver" as used in this Agreement includes a receiver, a manager and a receiver-manager;
- (e) any Receiver will have the power:
  - (i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
  - (ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;
  - (iii) to sell or lease any Collateral;
  - (iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;
  - (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
  - (vi) to hold as additional security any increase or profits resulting from the Collateral;
  - (vii) to exercise all rights that ATB has under this Agreement or otherwise at law;
  - (viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;
  - (ix) to enter into and to occupy any premises in which the Debtor has any interest; and
  - (x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor;
- (f) the Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor;
- (g) any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver;
- (h) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without

limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so;

- (i) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable; and
- (j) ATB may use the Collateral in any manner as it in its sole discretion deems advisable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

## 9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

## 10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

## 11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("Retained Collateral"):

- (a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;
- (b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;
- (c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and
- (d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

## 12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

## 13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

## 14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, legal costs as between a solicitor and his own client on a full indemnity basis and also an allowance for the time, work and expenses of ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

## 15. REAL PROPERTY (ONLY APPLICABLE IF OPTION (b) IN SCHEDULE A HAS BEEN SELECTED OR DEEMED TO HAVE BEEN SELECTED)

- (a) For all purposes, including for the purposes of any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge created by this Agreement shall be crystallized and become a fixed charge against all of the property which is then subject to the floating charge upon the earliest of:
- (i) any one of the events described in Section 7 hereof occurring;
  - (ii) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB;
  - (iii) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral; or
  - (iv) ATB taking any action to register the floating charge granted hereunder or any caveat, security notice or other instrument in respect thereof against all or any part of the property which was subject to the floating charge at any real property registry or other similar office.
- (b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

## 16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof, are promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

17. MISCELLANEOUS

- (a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.
- (b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.
- (c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.
- (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.
- (e) If more than one person executes this Agreement as the Debtor:
- (i) the obligations of such persons hereunder shall be joint and several;
  - (ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and
  - (iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.
- (f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:
- (i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and
  - (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.
- (g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.

- (h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.
- (i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.
- (j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.
- (k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.
- (l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

#### 18. INTERPRETATION

- (a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.
- (b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

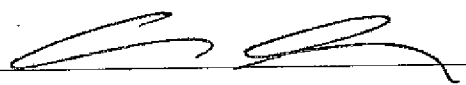
#### 19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to atorn to the same.

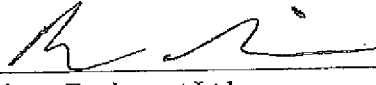
20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

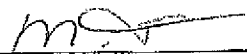
IN WITNESS WHEREOF the Debtor has executed this Agreement this 24 day of June, 2014.

  
\_\_\_\_\_

Witness:


  
\_\_\_\_\_

Hoedown Equipment Ltd.

  
\_\_\_\_\_

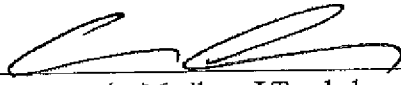
Witness:

Marilynn J Taschuk

  
\_\_\_\_\_

Per:


Royden John Wideman

  
\_\_\_\_\_

Witness:

 Marilyn J Taschuk  
**Christopher A. Gleddie**  
Student-at-Law

And per:

  
Michael James Kallal

Full Address of Debtor:

PO Box 1467

Camrose, AB

T4V 1X4

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE A**

Description of Collateral:

Select appropriate box or boxes. If no box is selected, the Debtor shall be deemed to have selected box (b).

- (a) All of the Debtor's present and after-acquired Personal Property.
- (b) All of the Debtor's present and after-acquired property, assets and undertaking, including without limitation all present and after-acquired Personal Property, and all present and after-acquired real, immoveable and leasehold property.
- (c) All of the Debtor's present and after-acquired Personal Property except :
- (d) All of the Debtor's equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.
- (e) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.
- (f) All of the Debtor's present and after-acquired Inventory, wherever located.
- (g) The following described Personal Property of the Debtor:
- (h) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.
- (i) All of the Debtor's , male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, wherever located.

Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as Inventory for sale or lease by the Debtor) constituting Collateral are as follows:

| <u>Make</u> | <u>Model</u> | <u>Year of Manufacture</u> | <u>Serial Number (and Registration Mark for aircraft only)</u> |
|-------------|--------------|----------------------------|--|
| _____       | _____        | _____                      | _____  |
| _____       | _____        | _____                      | _____  |
| _____       | _____        | _____                      | _____  |
| _____       | _____        | _____                      | _____  |

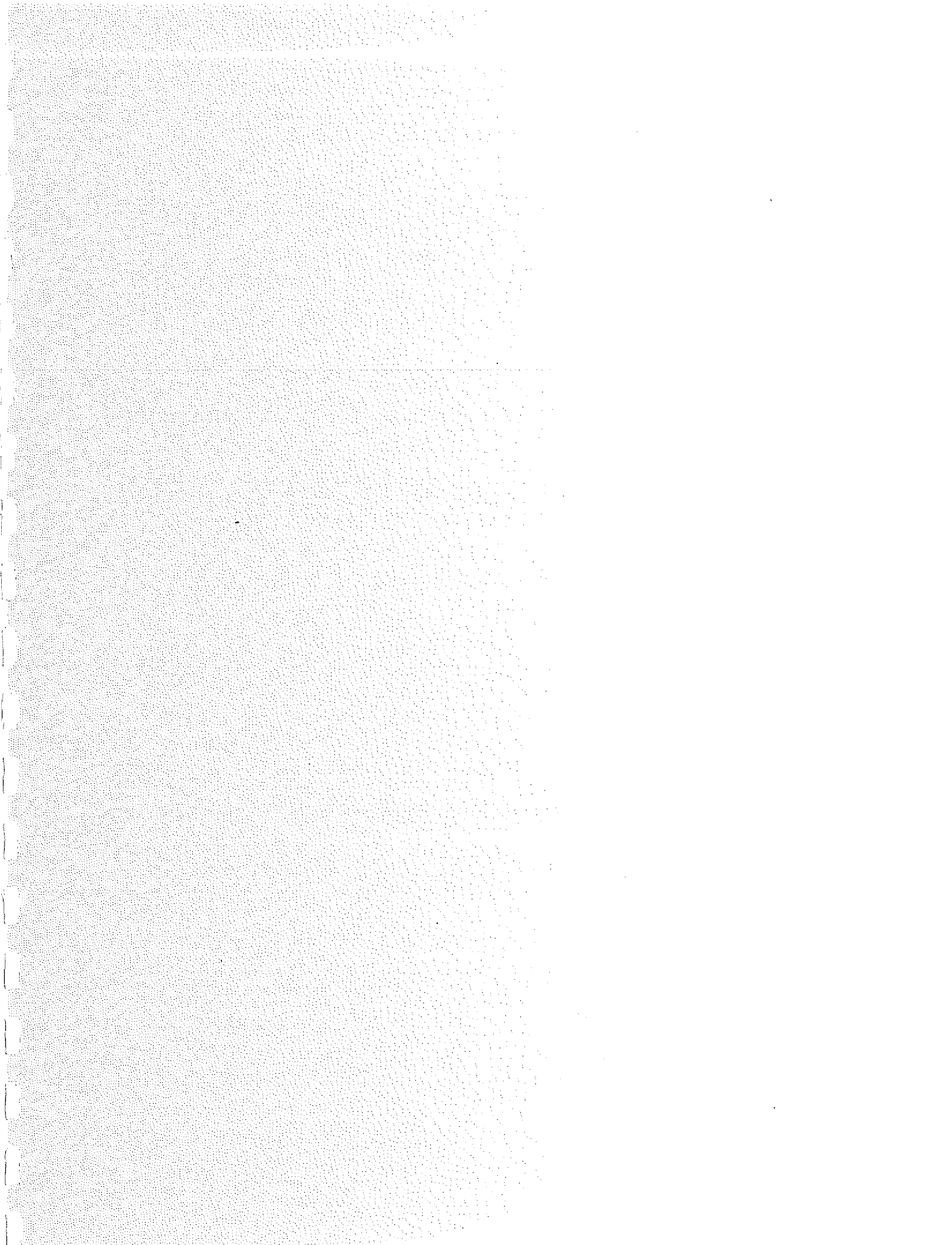
Locations of Collateral:

The Collateral is located at the following location(s):

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**SCHEDULE B  
PERMITTED ENCUMBRANCES**





**GENERAL SECURITY AGREEMENT**  
Non-Consumer

TO: Alberta Treasury Branches  
("ATB")

BRANCH: #700, 7300 – 48<sup>th</sup> Avenue, Camrose, AB T4V 4W2

FROM: REACTION OILFIELD SUPPLY (2012) LTD. (the "Debtor")

**1. DEFINITIONS**

All capitalized terms used in this Agreement and in any schedules attached hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "PPSA") of the province or territory referred to in the "Governing Law" section of this Agreement (the "Province") and any regulations issued thereunder.

**2. SECURITY INTEREST AND CHARGE**

- (a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "Indebtedness"), the Debtor hereby assigns and grants a mortgage, pledge, charge and security interest (which, in the case of any real property and any other Collateral (as hereinafter defined) not subject to the PPSA, shall be a mortgage as and by way of a floating charge) to and in favour of ATB in all property, assets and undertaking of the Debtor referred to in Schedule "A" (including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled) and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (herein collectively called the "Collateral").
- (b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "Security Interests". The Debtor warrants and acknowledges to and in favour of ATB that:
- (i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;
  - (ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and
  - (iii) value has been given.
- (c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.
- (d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

- (e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

### 3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

### 4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

- (a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or
- (b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "Encumbrances" and individually, an "Encumbrance") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement, except operating leases incurred in the ordinary course of the Debtor's business.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

### 5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

- (a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "B" hereto;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;
- (c) as at the date hereof, the description of the Collateral in Schedule "A" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;

- (d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;
- (f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;
- (g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;
- (i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;
- (j) the Collateral does not consist of Consumer Goods;
- (k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and
- (l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

## 6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

- (a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "B" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;
- (b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;
- (c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;

- (d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;
- (e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;
- (f) the Debtor will immediately give notice to ATB of:
  - (i) any change in the location of the Collateral from that specified in Section 5(i) hereof;
  - (ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;
  - (iii) any material loss of or damage to Collateral;
  - (iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;
  - (v) any change of its name or of any trade or business name used by it;
  - (vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and
  - (vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

- (g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;
- (h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;
- (j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

- (k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and
- (l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

## 7. DEFAULT

The happening of any of the following shall constitute default (a "Default") under this Agreement:

- (a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;
- (b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;
- (c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;
- (d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;
- (e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;
- (f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;
- (h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;
- (i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;
- (j) any material adverse change occurs in the financial position of the Debtor; or
- (k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

## 8. REMEDIES

### On Default:

- (a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the indebtedness and the surplus, if any, shall be disposed of according to law;
- (b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;
- (c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;
- (d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead. The term "Receiver" as used in this Agreement includes a receiver, a manager and a receiver-manager;
- (e) any Receiver will have the power:
  - (i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
  - (ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;
  - (iii) to sell or lease any Collateral;
  - (iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;
  - (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
  - (vi) to hold as additional security any increase or profits resulting from the Collateral;
  - (vii) to exercise all rights that ATB has under this Agreement or otherwise at law;
  - (viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;
  - (ix) to enter into and to occupy any premises in which the Debtor has any interest; and
  - (x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor;
- (f) the Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor;
- (g) any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults

and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver;

- (h) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so;
- (i) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable; and
- (j) ATB may use the Collateral in any manner as it in its sole discretion deems advisable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

## 9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

## 10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

## 11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("**Retained Collateral**"):

- (a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;
- (b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;



- (c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and
- (d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

## 12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

## 13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

## 14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, legal costs as between a solicitor and his own client on a full indemnity basis and also an allowance for the time, work and expenses of ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

## 15. REAL PROPERTY (ONLY APPLICABLE IF OPTION (b) IN SCHEDULE A HAS BEEN SELECTED OR DEEMED TO HAVE BEEN SELECTED)

- (a) For all purposes, including for the purposes of any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge created by this Agreement shall be crystallized and become a fixed charge against all of the property which is then subject to the floating charge upon the earliest of:
  - (i) any one of the events described in Section 7 hereof occurring;
  - (ii) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB;
  - (iii) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral; or
  - (iv) ATB taking any action to register the floating charge granted hereunder or any caveat, security notice or other instrument in respect thereof against all or any part of the property which was subject to the floating charge at any real property registry or other similar office.
- (b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

## 16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any

additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof, are promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

## 17. MISCELLANEOUS

- (a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.
- (b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.
- (c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the indebtedness.
- (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.
- (e) If more than one person executes this Agreement as the Debtor:
- (i) the obligations of such persons hereunder shall be joint and several;
  - (ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and
  - (iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.
- (f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:
- (i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and

- (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.
- (g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.
- (h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.
- (i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.
- (j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.
- (k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.
- (l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

## 18. INTERPRETATION

- (a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.
- (b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

## 19. GOVERNING LAW

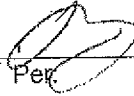
This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

**20. COPY OF AGREEMENT**

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 30 day of April, 2015.

REACTION OILFIELD SUPPLY (2012) LTD.

  
Per \_\_\_\_\_

And per: \_\_\_\_\_

Full Address of Debtor: *Box #14, 1202 St. James*  
PO-Box-4467  
Camrose, AB-T4V-1X4 *Nisku, AB.*  
*796 7m 1*

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

N/A

**SCHEDULE A**

Description of Collateral:

Select appropriate box or boxes. If no box is selected, the Debtor shall be deemed to have selected box (b).

- (a) All of the Debtor's present and after-acquired Personal Property.
- (b) All of the Debtor's present and after-acquired property, assets and undertaking, including without limitation all present and after-acquired Personal Property, and all present and after-acquired real, immoveable and leasehold property.
- (c) All of the Debtor's present and after-acquired Personal Property except:
- (d) All of the Debtor's equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.
- (e) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.
- (f) All of the Debtor's present and after-acquired Inventory, wherever located.
- (g) The following described Personal Property of the Debtor:
- (h) All of the Debtor's present and after acquired personal property located at or relating to the property legally described as
- (i) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.
- (j) All of the Debtor's, male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, wherever located.

Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as Inventory for sale or lease by the Debtor) constituting Collateral are as follows:

| <u>Make</u> | <u>Model</u> | <u>Year of Manufactur<br/>e</u> | <u>Serial Number (and Registration<br/>Mark for aircraft only)</u> |
|-------------|--------------|---------------------------------|--|
| _____       | _____        | _____                           | _____  |
| _____       | _____        | _____                           | _____  |
| _____       | _____        | _____                           | _____  |

Locations of Collateral:

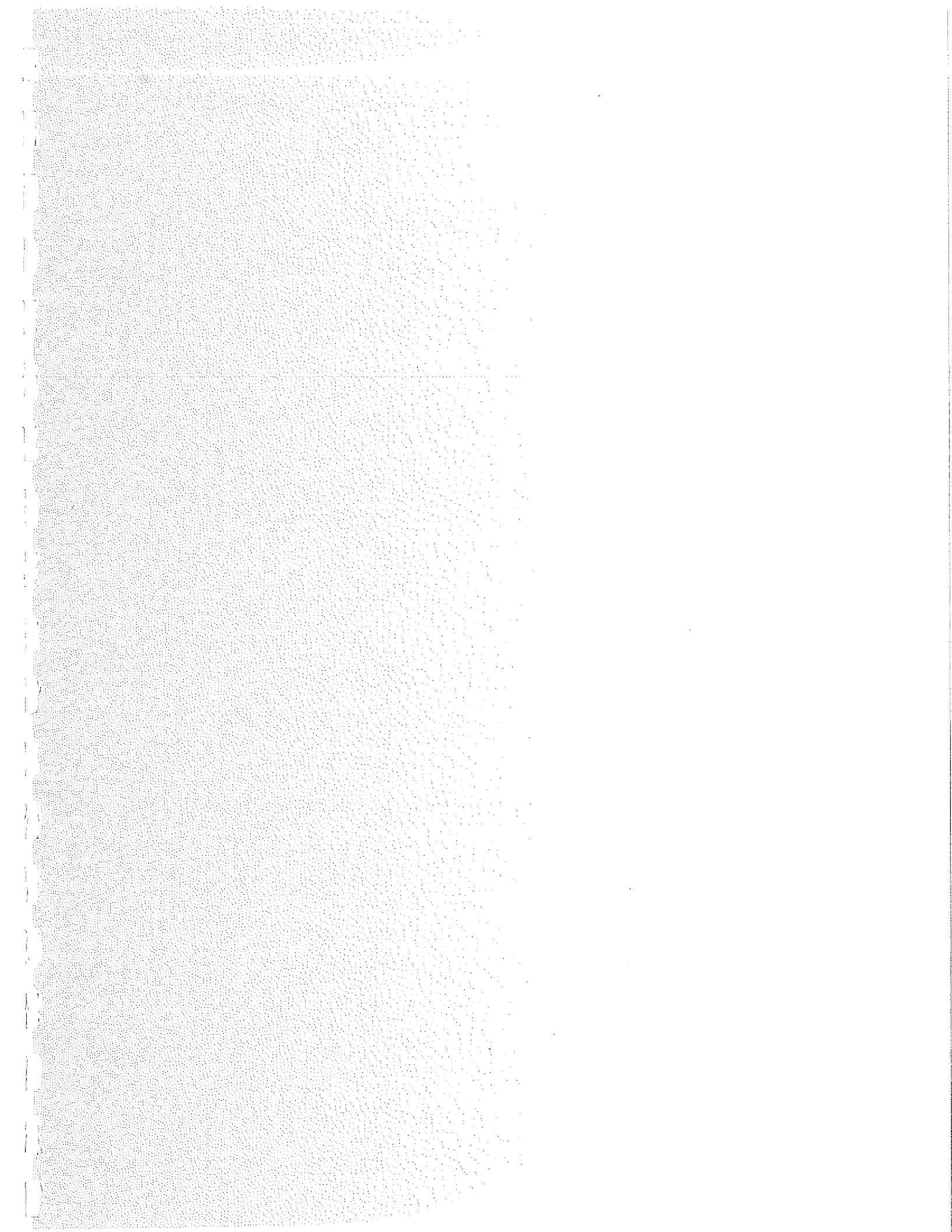
The Collateral is located at the following location(s):

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**SCHEDULE B  
PERMITTED ENCUMBRANCES**

NIL

1396329; March 25, 2015



## Security Agreement Non-Consumer

TO: Alberta Treasury Branches  
("ATB")

BRANCH: Suite 600, 585 – 8th Avenue SW  
Calgary, Alberta T2P 1G1

FROM: MRBD LTD. (the "Debtor")

### 1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto (as such schedules may be amended or supplemented from time to time) shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "PPSA") of the province or territory referred to in the "Governing Law" section of this Agreement (the "Province") and any regulations issued thereunder.

### 2. SECURITY INTEREST AND CHARGE

(a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "Indebtedness"), the Debtor hereby assigns and grants to and in favour of ATB:

- (i) a security interest and pledge in the personal property of the Debtor selected and referred to in Schedule "A"; and
- (ii) if so selected on Schedule "A", a mortgage by way of a floating charge on any and all present and after-acquired lands, real property, immovable property, leasehold property and other property, assets and undertaking of the Debtor not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled;

and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (herein collectively called the "Collateral").

(b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "Security Interests". The Debtor warrants and acknowledges to and in favour of ATB that:

- (i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;
- (ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and
- (iii) value has been given.



- (c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.
- (d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- (e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

### 3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all indebtedness notwithstanding that the indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any indebtedness then outstanding.

### 4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

- (a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or
- (b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "Encumbrances" and individually, an "Encumbrance") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give exclusive

control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

## 5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

- (a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "A" hereto;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;
- (c) as at the date hereof, the description of the Collateral in Schedule "A" and/or Schedule "B" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;
- (d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;
- (f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;
- (g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;
- (i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situated at one of such locations. For certainty, the Security Interests attach to all personal property Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;
- (j) the Collateral does not consist of Consumer Goods;

- (k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and
- (l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

## 6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

- (a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "A" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;
- (b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;
- (c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;
- (d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;
- (e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;
- (f) the Debtor will immediately give notice to ATB of:
  - (i) any change in the location of the Collateral from that specified in Section 5(i) hereof;
  - (ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;
  - (iii) any material loss of or damage to Collateral;
  - (iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;
  - (v) any change of its name or of any trade or business name used by it;
  - (vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and
  - (vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

- (g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;
- (h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;
- (j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;
- (k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and
- (l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

## 7. DEFAULT

The happening of any of the following shall constitute default (a "Default") under this Agreement:

- (a) the Debtor fails to pay, when due, the indebtedness or any part thereof;
- (b) the Debtor fails, when due, to perform any obligation (other than payment of the indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;

- (c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;
- (d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;
- (e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;
- (f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;
- (h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;
- (i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;
- (j) any material adverse change occurs in the financial position of the Debtor; or
- (k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

## 8. REMEDIES

### On Default:

- (a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;
- (c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment. ATB may use the Collateral in any manner as it in its sole discretion deems advisable; and
- (d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by Instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his/her stead. The term "Receiver" as used in this Agreement includes a receiver, a manager and a receiver-manager. Any Receiver will have the power:

- (i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
- (ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;
- (iii) to sell or lease any Collateral;
- (iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;
- (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the indebtedness and secured by the Collateral;
- (vi) to hold as additional security any increase or profits resulting from the Collateral;
- (vii) to exercise all rights that ATB has under this Agreement or otherwise at law;
- (viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;
- (ix) to enter into and to occupy any premises in which the Debtor has any interest; and
- (x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor.

The Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor. Any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver.

Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so. Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

## 9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

## 10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor Irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

## 11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("Retained Collateral"):

- (a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;
- (b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;
- (c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and
- (d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

## 12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

### 13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

### 14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, legal costs as between a solicitor and his own client on a full indemnity basis and also an allowance for the time, work and expenses of ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

### 15. REAL PROPERTY

- (a) For all purposes, including any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge (if any) created by this Agreement against any lands, real property, immovable property and leasehold property (collectively, "**Real Property**") shall be crystallized and become a fixed charge:
- (i) against any Real Property of the Debtor or in which the Debtor has an interest, upon the earlier of:
    - (A) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB and in either case ATB electing to crystallize the floating charge; or
    - (B) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral, whether under Section 8(a), (b), (c) or (d) hereof or otherwise; and
  - (ii) against certain specified Real Property of the Debtor or in which the Debtor has an interest, upon ATB taking any action to register the floating charge hereunder or any caveat, security notice or other instrument in respect thereof against such specified Real Property at any real property registry or other similar office.
- (b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.
- (c) The crystallization of the floating charge (if any) created by this Agreement against any real property then owned or held by the Debtor or in which the Debtor then has an interest shall not operate so as to prevent the floating charge granted hereunder from attaching to any real property subsequently acquired by the Debtor or in which the Debtor subsequently acquires an interest and for greater certainty, the floating charge (if any) granted hereunder shall extend to such after-acquired real property, and on election by ATB, such floating charge shall thereupon crystallize.



## 16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof are, to the extent required by ATB, promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

## 17. MISCELLANEOUS

- (a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.
- (b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.
- (c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.
- (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.
- (e) If more than one person executes this Agreement as the Debtor:
  - (i) the obligations of such persons hereunder shall be joint and several;
  - (ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and
  - (iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.

- (f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:
- (i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and
  - (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.
- (g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.
- (h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.
- (i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.
- (j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.
- (k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.
- (l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

#### 18. INTERPRETATION

- (a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.
- (b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

## 19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attend to the same.

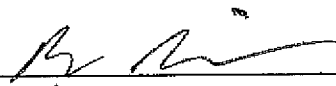
## 20. COPY OF AGREEMENT

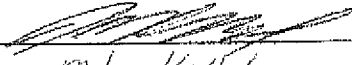
The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

THIS AGREEMENT may be executed electronically; this Agreement may be delivered by email, facsimile or other functionally-equivalent electronic means.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 11 day of April, 2017.

MRBD LTD.

Per:   
Name: Royden Wideman  
Title: Director

Per:   
Name: Mike Kattel  
Title: Director

Full Address of Debtor:

Box 1467  
Camrose Alberta  
T4V 1X4

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE A

1. Description of Collateral:

Select appropriate box or boxes. If no box is selected, the Debtor shall be deemed to have selected box (a).

- (a) All of the Debtor's present and after-acquired Personal Property, as well as a mortgage by way of a floating charge on all of the Debtor's lands, real property, immoveable property, leasehold property and other property, assets and undertaking not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled.
- (b) All of the Debtor's present and after-acquired Personal Property.
- (c) All of the Debtor's present and after acquired personal property (including but not limited to Equipment, Inventory, Accounts, Chattel Paper, Documents of Title, Goods, Intangibles, Investment Property, Money and Fixtures) now or hereafter situate on, annexed to, used in connection with or arising from the business or affairs carried on at or about the lands and premises described on Schedule "B" hereto (or any other description by which such lands may be described) (the "Lands") and any proceeds thereof (including insurance proceeds), all present and future contracts for the supply of work or materials or provision of services relating to the construction, operation or maintenance of the Lands and the business or affairs carried on at or about the Lands, and all permits, licences and concessions relating to the ownership of the Lands or the operation of the business or affairs carried on at or about the Lands, as well as all documents, contracts, books of account and other books relating to or being records of or by which such are or may hereafter be secured, evidenced, acknowledged or made payable or relating to the Debtor's business, customers and clients.
- (d) All of the Debtor's present and after-acquired Personal Property except \_\_\_\_\_ :
- (e) All of the Debtor's \_\_\_\_\_ equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.
- (f) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.
- (g) All of the Debtor's present and after-acquired Inventory, wherever located.
- (h) The following described Personal Property:  
\_\_\_\_\_  
\_\_\_\_\_
- (i) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.

- (j) All of the Debtor's \_\_\_\_\_, male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, wherever located.

2. Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as Inventory for sale or lease by the Debtor) constituting Collateral are as follows:

*See attached*

| <u>Make</u> | <u>Model</u> | <u>Year of Manufacture</u> | <u>Serial Number (and Registration Mark for aircraft only)</u> |
|-------------|--------------|----------------------------|--|
|             |              |                            |  |
|             |              |                            |  |
|             |              |                            |  |
|             |              |                            |  |

3. Locations of Personal Property Collateral:

The personal property Collateral is located at the following location(s):

*46272 Highway 56  
Camrose County  
Alberta*

4. Permitted Encumbrances (if any):

*BDC Capital Inc.  
Haymax Energy Inc.  
McPhedran Consulting Inc.*

SCHEDULE B  
DESCRIPTION OF LANDS

CAL\_LAW 2699784\1

**ATB Financial**<sup>™</sup>

**Rig # 17**

|      | Unit  | VIN               | Year | Make          | Model       | Licence Plate |
|------|-------|-------------------|------|---------------|-------------|---------------|
| 1701 | IR101 | 1HTXVSIT8DJ146041 | 2013 | International | 5900        | BJT7244       |
| 1702 | IR102 | 1HTNWSMT3DJ603273 | 2013 | International | 5900        | BJT7173       |
| 1703 | IR103 | 1HTWNAZT5DH304393 | 2013 | International | 7000 series | BJT7243       |

**Rig # 14**

|       | Unit  | VIN               | Year | Make          | Model        | Licence Plate |
|-------|-------|-------------------|------|---------------|--------------|---------------|
| 1401  | IR201 | 1HTXTAPT26J225893 | 2006 | International | DZ597        | BJT7174       |
| 1402  | IR202 | 2WLNCCFF0TK941183 | 1996 | Western Star  | Conventional | BJT7176       |
| 1403  | IR203 | 1HTWNAZT1CJ603037 | 2012 | International | 7000 series  | BJT7175       |
| 1403A | 1403A | 2HSFMALR2SC011776 | 1995 | International | 9200         | BJT7175       |
| 1404  | 1404  | 4220491008        | 2002 | Fabtec        | Doghouse     | 4LY999        |

**Rig # 15**

|      | Unit  | VIN               | Year | Make          | Model       | Licence Plate |
|------|-------|-------------------|------|---------------|-------------|---------------|
| 1501 | IR301 | 1HTXSAPT67J407021 | 2007 | International | 5618X8      | BJT7263       |
| 1502 | IR302 | 1HTXSAPT35J055979 | 2005 | International | 5600        | BJT7177       |
| 1503 | IR303 | 1HTWNAZTOCJ660216 | 2012 | International | 7000 series | BJT7181       |
| 1504 |       | 4220491108        | 2002 | Fabtec        | Doghouse    | 4LY997        |

**Rig # 16**

|      | Unit  | VIN               | Year | Make          | Model        | Licence Plate |
|------|-------|-------------------|------|---------------|--------------|---------------|
| 1601 | IR401 | 1HTXVAPT2BJ196710 | 2011 | International | 5900         | BJT7242       |
| 1602 | IR402 | 5KKPALCK45PU76629 | 2005 | Western Star  | Conventional | BJT7180       |
| 1603 | IR403 | 1HTWNAZT9CJ078969 | 2012 | International | 7000 series  | BJT7179       |
|      | IR404 | 2C9HB46D812044028 | 2001 | ITB           | Doghouse     | 4NX720        |
| 1803 | CU1   | 1HTMKAAR56H311306 | 2006 | International | 4000 SERIES  | BJT7178       |



This is **Exhibit "J"** referred to in the Affidavit of  
Trina Holland, Sworn before me this 14th day of May 2018

A handwritten signature in black ink, appearing to read 'Anthony Mersich', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

**Anthony Mersich**  
**Barrister and Solicitor**

Search ID#: Z10255353

**Transmitting Party**

Gowling WLG (Canada) LLP

1600, 421 - 7 AVENUE S.W.  
CALGARY, AB T2P 4K9

Party Code: 50016237  
Phone #: 403 298 1004  
Reference #: A155881/TSC

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Both Exact and Inexact Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

Registration Number: 09070828965

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Jul-08

Registration Status: Current

Expiry Date: 2018-Jul-08 23:59:59

Exact Match on: Debtor

No: 1

**Amendments to Registration**

09072031941

Amendment

2009-Jul-20

12090620497

Renewal

2012-Sep-06

**Debtor(s)**

**Block**

**Status**

1 MUSTANG WELL SERVICES LTD.  
P.O. BOX 1467  
CAMROSE, AB T4V 1X4

Current

**Secured Party / Parties**

**Block**

**Status**

1 BRIGHTSAND HOLDINGS LTD.  
123 DOUGLASBANK PLACE SE  
CALGARY, AB T2Z 2J4

Current

**Collateral: Serial Number Goods**

| <b><u>Block</u></b> | <b><u>Serial Number</u></b> | <b><u>Year</u></b> | <b><u>Make and Model</u></b> | <b><u>Category</u></b> | <b><u>Status</u></b>      |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|---------------------------|
| 1                   | 5KJRALAV47PX67614           | 2007               | Western Star 4900SA          | MV - Motor Vehicle     | Current                   |
| 2                   | 1FUFXBYB8XPB55778           | 2000               | FREIGHTLINER FLD             | MV - Motor Vehicle     | Current                   |
| 3                   | 1CYEGR6809T049308           | 2009               | CRANE CARRIER RIG            | TR - Trailer           | Current By<br>09072031941 |
| 4                   | MWS200901                   | 1111               | Doghouse 32 foot             | TR - Trailer           | Current By<br>09072031941 |

Search ID#: Z10255353

5      LT012008001      1111    Empire E-300 Pump Truck    MV - Motor Vehicle      Current By  
09072031941

**Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>  | <b><u>Status</u></b>      |
|---------------------|--|---------------------------|
| 1                   | <p>(a) One only 2009 Crane Carrier Company single-double stiff mast single Oilfield Service Rig Tri-Drive Serial No. 1CYEGR6809T049308 C/W38/<br/>10 drawworks w/40' Kobelt disc brake, 38/8 sandline; painted 2 colours</p> <p>(b) Empire E-300 5x6 pump truck Serial No. LT01-2008-01 and deckage c/w 5 valve manifold 5000#</p> <p>(c) One only line pipe and Alberta spec 26m3 rig tank, painted 2 colours</p> <p>(d) One single service rig handling equipment package and light plant with accessory equipment</p> <p>(e) One only 32 foot doghouse complete with tandem dual 22,500# axles and 12 foot I beam Serial no. MWS200901</p> <p>(f) One only auxiliary truck w/ enclosed deck Serial No. 2009406m with tool boxes in front of deck, 1 light, dual entrance with stairs,<br/>3000# BOP stump, working stumps with anchors, work bench, pipe racks and tarp enclosure</p> <p>(g) One only 30kw Izuzu light plant, 10000' 1/2" sandline, 750' of 7/8" drill line</p> | Current                   |
| 2                   | and all attachments, accessories and parts thereof, accessions thereto, replacements, substitutions, additions and improvements and all proceeds in any form derived directly or indirectly thereof including rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of collateral.  | Current                   |
| 3                   | One 2007 Western Star Tri-Drive Truck Model 4900SA w/ 20,000# front axle, 69,000# rear axle Serial No.5KJRALAV47PX67614  | Current By<br>09072031941 |

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

Registration Number: 12071732626

Registration Type: SECURITY AGREEMENT

Registration Date: 2012-Jul-17

Registration Status: Current

Expiry Date: 2018-Jul-17 23:59:59

Exact Match on: Debtor

No: 1

**Amendments to Registration**

13011530091

Amendment

2013-Jan-15

**Debtor(s)**

**Block**

**Status**

1 MUSTANG WELL SERVICES LTD.  
BOX 1467  
CAMROSE, AB T4V 1X4

Current

**Secured Party / Parties**

**Block**

**Status**

1 BRIGHTSAND HOLDINGS LTD.  
123 DOUGLASBANK PLACE SE  
CALGARY, AB T2Z 2J4

Current

**Collateral: Serial Number Goods**

| <b><u>Block</u></b> | <b><u>Serial Number</u></b> | <b><u>Year</u></b> | <b><u>Make and Model</u></b> | <b><u>Category</u></b> | <b><u>Status</u></b> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1                   | 1CYEKM584CT050178           | 2012               | Crane Carrier Rig-DR20106    | TR - Trailer           | Current              |
| 2                   | 5KKPALCK75PU76639           | 2005               | Western Star Tri-Drive       | MV - Motor Vehicle     | Current              |
| 3                   | 2M91DV3B7CC185007           | 1111               | Dog House                    | TR - Trailer           | Current              |
| 4                   | 413M                        | 1111               | 24' Auxilliary Encl. Deck    | TR - Trailer           | Current              |
| 5                   | 1FURALCK55DU84940           | 2005               | Freightliner-FLD120SD        | MV - Motor Vehicle     | Current              |

**Collateral: General**

Search ID#: Z10255353

| <u>Block</u> | <u>Description</u>  | <u>Status</u>             |
|--------------|---|---------------------------|
| 1            | <p>(a) One only 2012 Crane Carrier Company DR20106 double/triple telescopic mast Oilfield Service Rig 18 I-beam c/w 15M engine and 4500 Alison Transmission, Tridem Steer, Tri-Drive Rear Serial No. 1CYEKM584CT050178</p> <p>(b) One only Dog House Serial No. 2M91DV3B7CC185007 with 66 gal class III system</p> <p>(c) One only 2005 Western Star Tri-Drive truck Serial No. 5KKPALCK75PU76639</p> <p>(d) One only 2005 Freightliner FLD120SD Serial No. 1FURALCK55DU84940</p> <p>(e) One only 24' auxiliary enclosed deck Serial No. 413 M with tool boxes in front of deck, dual entrance with stairs, 5000# BOP stump, working stumps and anchors, lights and mud flaps, work bench, pipe racks and tarp enclosure</p> <p>(f) One only 35 MPa mobile pump truck and deckage c/w 5 valve manifold, Alberta spec 30m 3 rig tank line pipe</p> <p>(g) One only 5000 double service handling rig equipment package c/w Class III BOP and 55 kw Isuzu light plant, turnkey</p> | Current                   |
| 2            | and all attachments, accessories and parts thereof, accessions thereto, replacements, substitutions, additions and improvements and all proceeds in any form derived directly or indirectly thereof including rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of collateral.   | Current                   |
| 3            | <p>All of the Debtor s present and after acquired undertaking and personal property (all as defined in the Personal Property Security Act of Alberta) including without in any way restricting the generality of the foregoing:</p> <p>All accounts, intangibles, debts, demands and choses in action, both present and future, of whatsoever nature or kind including without limitation, all accounts, intangibles, debts, demands and choses in action evidenced by chattel paper, an instrument or a security, and all contracts, securities , bills, notes, lien notes, judgments, chattel mortgages, mortgages and all other rights and benefits which now are or may hereafter be vested in the Debtor in respect of or as security for any of the said accounts, intangibles, debts, demands and choses in action, and all books, accounts, invoices, letters, papers and documents in any way evidencing or relating to any of the collateral.</p>                     | Deleted By<br>13011530091 |

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

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Registration Number: 12111521832

Registration Type: SECURITY AGREEMENT

Registration Date: 2012-Nov-15

Registration Status: Current

Expiry Date: 2027-Nov-15 23:59:59

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Exact Match on: Debtor

No: 1

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**Amendments to Registration**

14011630662

Amendment

2014-Jan-16

17091922055

Renewal

2017-Sep-19

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**Debtor(s)**

**Block**

**Status**

1 MUSTANG WELL SERVICES LTD.  
1 LEGACY JUNCTION HIGHWAY 13/56  
CAMROSE, AB T4V 1X4

Current

**Secured Party / Parties**

**Block**

**Status**

1 TRANSPORTACTION LEASE SYSTEMS INC  
51 CONSTELLATION COURT  
TORONTO, ON M9W 1K4

Deleted by  
14011630662

**Block**

**Status**

2 ELEMENT FLEET MANAGEMENT INC.  
900 - 4 ROBERT SPECK PARKWAY  
MISSISSAUGA, ON L4Z 1S1

Current by  
14011630662

**Collateral: General**

**Block**    **Description**

**Status**

1 All present and after-acquired motor vehicles and other goods

Current

Search ID#: Z10255353

|   |   |         |
|---|---|---------|
| 2 | provided to the debtor by the secured party pursuant to one or  | Current |
| 3 | more lease agreements and all accessions thereto and proceeds   | Current |
| 4 | thereof, including money, chattel paper, intangibles, goods,    | Current |
| 5 | accounts, documents of title, instruments, investment property, | Current |
| 6 | substitutions, trade ins, licences, insurance proceeds and any  | Current |
| 7 | other form of proceeds. Added Inventory.                        | Current |



Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

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Registration Number: 12112717521

Registration Type: SECURITY AGREEMENT

Registration Date: 2012-Nov-27

Registration Status: Current

Expiry Date: 2018-Nov-27 23:59:59

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Exact Match on: Debtor

No: 1

---

**Amendments to Registration**

12112800437

Amendment

2012-Nov-28

15121623054

Amendment

2015-Dec-16

---

**Debtor(s)**

**Block**

**Status**

1 MUSTANG WELL SERVICES LTD.  
12-3610 47TH AVE  
CAMROSE, AB T4V0M7

Current

**Block**

**Status**

2 BARDOVUE RENTALS LIMITED  
12-3610 47TH AVE  
CAMROSE, AB T4V0M7

Current by  
12112800437

**Block**

**Status**

3 REACTION OILFIELD SUPPLY LTD.  
12-3610 47TH AVE  
CAMROSE, AB T4V1X4

Current by  
12112800437

**Block**

**Status**

4 INTEGRA LABORATORY SERVICES LTD.  
12-3610 47TH AVE  
CAMROSE, AB T4V1X4

Current by  
12112800437

**Secured Party / Parties**

Search ID#: Z10255353

**Block**

**Status**

|   |   |         |
|---|---|---------|
| 1 | NATIONAL LEASING GROUP INC.<br>1525 BUFFALO PLACE<br>WINNIPEG, MB R3T 1L9<br><br>Phone #: 204 954 9000      Fax #: 204 954 9099 | Current |
|---|---|---------|

**Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>  | <b><u>Status</u></b> |
|---------------------|--|----------------------|
| 1                   | ALL INDUSTRIAL & MANUFACTURING EQUIPMENT, LAB TESTING EQUIPMENT, CEMENT TEST EQUIPMENT, LAB EQUIPMENT, MANDEL SCIENTIFIC SALE LEASEBACK OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 2603777 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS. | Current              |

|   |   |                           |
|---|---|---------------------------|
| 2 | LEASE NUMBER CHANGED FROM 2603777 TO 2743485. | Current By<br>15121623054 |
|---|---|---------------------------|

**Particulars**

| <b><u>Block</u></b> | <b><u>Additional Information</u></b> | <b><u>Status</u></b> |
|---------------------|--------------------------------------|----------------------|
| 1                   | PURCHASE MONEY SECURITY INTEREST     | Current              |

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

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Registration Number: 12112810470

Registration Type: SECURITY AGREEMENT

Registration Date: 2012-Nov-28

Registration Status: Current

Expiry Date: 2018-Nov-28 23:59:59

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Exact Match on: Debtor

No: 1

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**Amendments to Registration**

15121623243

Amendment

2015-Dec-16

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**Debtor(s)**

**Block**

**Status**

1 MUSTANG WELL SERVICES LTD.  
P.O. BOX 1467  
CAMROSE, AB T4V1X4

Current

**Block**

**Status**

2 BARDOVUE RENTALS LIMITED  
P.O. BOX 1467  
CAMROSE, AB T4V1X4

Current

**Block**

**Status**

3 REACTION OILFIELD SUPPLY LTD.  
P.O. BOX 1467  
CAMROSE, AB T4V1X4

Current

**Block**

**Status**

4 INTEGRA LABORATORY SERVICES LTD.  
P.O. BOX 1467  
CAMROSE, AB T4V1X4

Current

**Secured Party / Parties**

**Block**

**Status**

Search ID#: Z10255353

1 NATIONAL LEASING GROUP INC.  
1525 BUFFALO PLACE  
WINNIPEG, MB R3T 1L9  
Phone #: 204 954 9000 Fax #: 204 954 9099  
Current

**Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>   | <b><u>Status</u></b>      |
|---------------------|---|---------------------------|
| 1                   | ALL COMPUTER SYSTEMS, SOFTWARE, MONITORS, PRINTERS, SHELVING, POSTS, CONNECTORS, AIR HEADERS, DUST COLLECTORS, TANKS OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 2605704 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS. | Current                   |
| 2                   | LEASE NUMBER CHANGED FROM 2605704 TO 2743482.   | Current By<br>15121623243 |

**Particulars**

| <b><u>Block</u></b> | <b><u>Additional Information</u></b> | <b><u>Status</u></b> |
|---------------------|--------------------------------------|----------------------|
| 1                   | Purchase Money Security Interest.    | Current              |

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

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Registration Number: 13032203643

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Mar-22

Registration Status: Current

Expiry Date: 2028-Mar-22 23:59:59

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Exact Match on: Debtor

No: 1

---

**Amendments to Registration**

15082706049

Renewal

2015-Aug-27

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**Debtor(s)**

**Block**

**Status**

1 MUSTANG WELL SERVICES LTD.  
P.O. BOX 1467  
CAMROSE, AB T4V 1X4

Current

**Secured Party / Parties**

**Block**

**Status**

1 ALBERTA TREASURY BRANCHES  
#700, 7300 - 48 AVENUE  
CAMROSE, AB T4V 4W2

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

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Registration Number: 13091915465

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Sep-19

Registration Status: Current

Expiry Date: 2018-Sep-19 23:59:59

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Exact Match on: Debtor

No: 1

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**Amendments to Registration**

15121620406

Amendment

2015-Dec-16

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**Debtor(s)**

**Block**

**Status**

1 MUSTANG WELL SERVICES LTD.  
PO BOX 1467  
CAMROSE, AB T4V1X1

Current

**Secured Party / Parties**

**Block**

**Status**

1 NATIONAL LEASING GROUP INC.  
1525 BUFFALO PLACE  
WINNIPEG, MB R3T 1L9

Current

Phone #: 204 954 9000

Fax #: 204 954 9099

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OFFICE FURNITURE AND ACCESSORIES OF EVERY NATURE OR KIND  
DESCRIBED IN LEASE NUMBER 2640153 BETWEEN THE SECURED PARTY, AS  
LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME,  
TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.

Current

2 LEASE NUMBER CHANGED FROM 2640153 TO 2743491.

Current By  
15121620406

Search ID#: Z10255353

**Particulars**

| <b><u>Block</u></b> | <b><u>Additional Information</u></b> |
|---------------------|--------------------------------------|
| 1                   | Purchase Money Security Interest.    |

**Status**

Current By  
15121620406

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

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Registration Number: 13092505684

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Sep-25

Registration Status: Current

Expiry Date: 2021-Sep-25 23:59:59

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Exact Match on: Debtor

No: 1

---

**Amendments to Registration**

|             |           |             |
|-------------|-----------|-------------|
| 13101833685 | Amendment | 2013-Oct-18 |
| 15080719340 | Renewal   | 2015-Aug-07 |
| 15100218316 | Amendment | 2015-Oct-02 |
| 18032122695 | Amendment | 2018-Mar-21 |
| 18042539881 | Amendment | 2018-Apr-25 |

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**Debtor(s)**

**Block**

|   |   |         |
|---|---|---------|
| 1 | MUSTANG WELL SERVICES LTD.<br>BOX 1467, #11 LEGACY JUNCTION HWY 13/56<br>CAMROSE, AB T4V1X4 | Current |
|---|---|---------|

**Secured Party / Parties**

**Block**

|   |   |                           |
|---|---|---------------------------|
| 1 | ELEMENT FINANCIAL CORPORATION<br>161 BAY STREET, SUITE 4600, PO BOX 621<br>TORONTO, ON M5J2S1 | Deleted by<br>18032122695 |
|---|---|---------------------------|

**Block**

|   |  |                           |
|---|--|---------------------------|
| 2 | STONEBRIDGE LEASE FINANCING CORPORATION<br>1400 CORNWALL ROAD, SUITE 9<br>OAKVILLE, ON L6J 7W5 | Deleted by<br>18042539881 |
|---|--|---------------------------|

**Block**

**Status**



Search ID#: Z10255353

3 CWB NL FINANCIAL INC.  
1525 BUFFALO PLACE  
WINNIPEG, MB R3T1L9

Current by  
18032122695

**Collateral: Serial Number Goods**

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u>    | <u>Status</u>             |
|--------------|----------------------|-------------|-----------------------|--------------------|---------------------------|
| 1            | 2M91DV3B7CC185004    | 2012        | MWS DOG HOUSE         | TR - Trailer       | Current                   |
| 2            | 2ATB021491U500392    | 2011        | MWS DOG HOUSE         | TR - Trailer       | Current                   |
| 3            | 1XKWDB0XX4J972653    | 2004        | KENWORTH W900         | MV - Motor Vehicle | Current                   |
| 4            | 5KJRALAVX7PX67617    | 2007        | WESTRN STR 4900SA     | MV - Motor Vehicle | Current                   |
| 5            | 1XKDPB0X43R971142    | 2003        | KENWORTH T800B        | MV - Motor Vehicle | Deleted By<br>15100218316 |
| 6            | 1CYEGM580CT050177    | 2012        | CRANE CARRIER DR20106 | MV - Motor Vehicle | Current                   |

**Collateral: General**

| <u>Block</u> | <u>Description</u>   | <u>Status</u>             |
|--------------|--|---------------------------|
| 1            | ONE USED 2012 MWS DOG HOUSE WELLSITE TRAILER S/N: 2M91DV3B7CC185004<br>ONE USED 2011 MWS DOG HOUSE WELLSITE TRAILER S/N: 2ATB021491U500392<br>ONE USED 2004 KENWORTH W900 AUXILIARY TRUCK S/N: 1XKWDB0XX4J972653<br>ONE USED 2007 WESTERN STAR 4900SA PUMP TRUCK S/N: 5KJRALAVX7PX67617<br>ONE USED 2003 KENWORTH T800B PUMP TRUCK S/N: 1XKDPB0X43R971142<br><br>ONE USED 2012 CRANE CARRIER DR20106 TANDEM STEER MOBILE SERVICE RIG CHASSIS S/N: 1CYEGM580CT050177<br><br>TOGETHER WITH ANY AND ALL PRESENT AND FUTURE ACQUIRED PARTS, ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL CCB9310A-001 SG | Deleted By<br>15100218316 |

Search ID#: Z10255353

- 2 ONE USED 2012 MWS DOG HOUSE WELLSITE TRAILER S/N: 2M91DV3B7CC185004  
ONE USED 2011 MWS DOG HOUSE WELLSITE TRAILER S/N: 2ATB021491U500392  
ONE USED 2004 KENWORTH W900 AUXILIARY TRUCK S/N: 1XKWDB0XX4J972653  
ONE USED 2007 WESTERN STAR 4900SA PUMP TRUCK S/N: 5KJRALAVX7PX67617  
ONE USED 2012 CRANE CARRIER DR20106 TANDEM STEER MOBILE SERVICE RIG  
CHASSIS S/N: 1CYEGM580CT050177

Current By  
15100218316

TOGETHER WITH ANY AND ALL PRESENT AND FUTURE ACQUIRED PARTS,  
ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS,  
IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT  
PLACED  
ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY PROCEEDS  
THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL  
PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND  
OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT  
LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS,  
GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM  
THE  
LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS,  
DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE  
PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY  
OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO  
THE  
COLLATERAL OR PROCEEDS OF THE COLLATERAL CCB9310A-001 SG

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

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Registration Number: 13092508839

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Sep-25

Registration Status: Current

Expiry Date: 2021-Sep-25 23:59:59

---

Exact Match on: Debtor

No: 1

---

**Amendments to Registration**

13101833842

Amendment

2013-Oct-18

15080719433

Renewal

2015-Aug-07

18012505422

Amendment

2018-Jan-25

---

**Debtor(s)**

**Block**

1 MUSTANG WELL SERVICES LTD.  
BOX 1467, #11 LEGACY JUNCTION HWY 13/56  
CAMROSE, AB T4V1X4

**Status**

Current

**Secured Party / Parties**

**Block**

1 ELEMENT FINANCIAL CORPORATION  
161 BAY STREET, SUITE 4600, PO BOX 621  
TORONTO, ON M5J2S1

**Status**

Current

**Block**

2 STONEBRIDGE LEASE FINANCING CORPORATION  
1400 CORNWALL ROAD, SUITE 9  
OAKVILLE, ON L6J 7W5

**Status**

Deleted by  
18012505422

**Collateral: General**

**Block**    **Description**

**Status**

Search ID#: Z10255353

1 GENERAL SECURITY AGREEMENT

Current

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

---

Registration Number: 13111425474

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Nov-14

Registration Status: Current

Expiry Date: 2018-Nov-14 23:59:59

---

Exact Match on: Debtor

No: 2

---

**Amendments to Registration**

13111912546

Amendment

2013-Nov-19

15121620187

Amendment

2015-Dec-16

---

**Debtor(s)**

**Block**

1 MUSTANG WELL SERVICES LTD.  
PO BOX 1467  
CAMROSE, AB T4V1X1

**Status**

Deleted by  
13111912546

**Block**

2 MUSTANG WELL SERVICES LTD.  
46272 HWY 56  
CAMROSE, AB T4V1X4

**Status**

Current by  
13111912546

**Secured Party / Parties**

**Block**

1 NATIONAL LEASING GROUP INC.  
1525 BUFFALO PLACE  
WINNIPEG, MB R3T 1L9

**Status**

Current

Phone #: 204 954 9000

Fax #: 204 954 9099

**Collateral: General**

**Block**

**Description**

**Status**

Search ID#: Z10255353

- |   |  |                           |
|---|--|---------------------------|
| 1 | ALL COMPUTER EQUIPMENT, SOFTWARE, TELEPHONE SYSTEM & OFFICE FURNITURE OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 2642634 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS. | Current                   |
| 2 | LEASE NUMBER CHANGED FROM 2642634 TO 2743492.  | Current By<br>15121620187 |

**Particulars**

| <b><u>Block</u></b> | <b><u>Additional Information</u></b> | <b><u>Status</u></b> |
|---------------------|--------------------------------------|----------------------|
| 1                   | PURCHASE MONEY SECURITY INTEREST     | Current              |

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

Registration Number: 13123019255

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Dec-30

Registration Status: Current

Expiry Date: 2021-Dec-30 23:59:59

Exact Match on: Debtor

No: 1

**Amendments to Registration**

|             |           |             |
|-------------|-----------|-------------|
| 13123026598 | Amendment | 2013-Dec-30 |
| 13123028110 | Amendment | 2013-Dec-30 |
| 15081011148 | Renewal   | 2015-Aug-10 |

**Debtor(s)**

| <u>Block</u> |   | <u>Status</u> |
|--------------|---|---------------|
| 1            | MUSTANG WELL SERVICES LTD.<br>#1 LEGACY JUNC HWY 13/56,BOX 1467<br>CAMROSE, AB T4V1X4 | Current       |

**Secured Party / Parties**

| <u>Block</u> |   | <u>Status</u> |
|--------------|---|---------------|
| 1            | ELEMENT FINANCIAL CORPORATION<br>161 BAY STREET, SUITE 4600, PO BOX 621<br>TORONTO, ON M5J2S1 | Current       |

**Collateral: Serial Number Goods**

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|--------------|----------------------|-------------|-----------------------|-----------------|---------------|
| 1            | MWS735               | 2013        | PEMCO 96-150-C        | TR - Trailer    | Current       |
| 2            | CDN2234              | 2013        | KREMCO K500           | TR - Trailer    | Current       |
| 3            | 422192A              | 2013        | COTTA TR2205          | TR - Trailer    | Current       |
| 4            | 2M91DV3B7CC185009    | 2013        | MWS DOG HOUSE         | TR - Trailer    | Current       |

Search ID#: Z10255353

|   |                   |      |               |                    |                           |
|---|-------------------|------|---------------|--------------------|---------------------------|
| 5 | 1XKDDBOX41J963207 | 2001 | KENWORTH T800 | MV - Motor Vehicle | Current By<br>13123026598 |
| 6 | MWS414            | 2013 | MWS           | TR - Trailer       | Current By<br>13123026598 |

**Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>   | <b><u>Status</u></b> |
|---------------------|---|----------------------|
| 1                   | <p>ONE NEW 2013 PEMCO 96-150-C TELESCOPING MAST INSTALLED ON ELEMENT VIN# 1CYEGM580CT050177 AND ALL OTHER EQUIPMENT, COMPONENTS AND ATTACHMENTS S/N: MWS-735</p> <p>ONE NEW 2013 KREMCO K500 DOUBLE-DRUM DRAW WORKS S/N: CDN-2234 INSTALLED ON ELEMENT VIN # 1CYEGM580CT050177</p> <p>ONE NEW 2013 COTTA TR2205 DROP BOX S/N: 42219-2 INSTALLED ON ELEMENT VIN # 1CYEGM580CT050177</p> <p>ONE NEW 2013 MWS DOG HOUSE MOBILE WELLSITE TRAILER S/N: 2M91DV3B7CC185009</p> <p>TOGETHER WITH ANY AND ALL PRESENT AND FUTURE ACQUIRED PARTS, ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. CCB9310A-002 SG</p> | Current              |



Search ID#: Z10255353

- 2      ONE USED 2001 KENWORTH T800 WINCH TRAILER S/N: 1XKDDBOX41J963207  
TOGETHER WITH ANY AND ALL PRESENT AND FUTURE ACQUIRED PARTS,  
ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS,  
IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT  
PLACED  
ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY PROCEEDS  
THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL  
PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND  
OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT  
LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS,  
GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM  
THE  
LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS,  
DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE  
PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY  
OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO  
THE  
COLLATERAL OR PROCEEDS OF THE COLLATERAL. CCB9310A-002 SG
- Current By  
13123026598

- 3      ONE USED FOSTER 58-93R TONGS S/N: E1035JJ & 500# WP BOSS 7 BOP S/N:  
K11-118
- Current By  
13123028110

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

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Registration Number: 14063016154

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Jun-30

Registration Status: Current

Expiry Date: 2024-Jun-30 23:59:59

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Exact Match on: Debtor

No: 1

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**Amendments to Registration**

|             |           |             |
|-------------|-----------|-------------|
| 14070313968 | Amendment | 2014-Jul-03 |
| 14102024427 | Amendment | 2014-Oct-20 |
| 17050823604 | Amendment | 2017-May-08 |
| 17060224410 | Amendment | 2017-Jun-02 |
| 17061537953 | Amendment | 2017-Jun-15 |

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**Debtor(s)**

**Block**

**Status**

|   |   |         |
|---|---|---------|
| 1 | MUSTANG WELL SERVICES LTD.<br>46272 HIGHWAY 56<br>CAMROSE, AB T4V 1X4 | Current |
|---|---|---------|

**Block**

**Status**

|   |  |         |
|---|--|---------|
| 2 | MRBD LTD.<br>46272 HIGHWAY 56<br>CAMROSE, AB T4V 1X4 | Current |
|---|--|---------|

**Secured Party / Parties**

**Block**

**Status**

|   |  |         |
|---|--|---------|
| 1 | ALBERTA TREASURY BRANCHES<br>600, 444 - 7 AVENUE S.W.<br>CALGARY, AB T2P 0X8 | Current |
|---|--|---------|

**Collateral: Serial Number Goods**

Search ID#: Z10255353

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u>     | <u>Category</u>    | <u>Status</u>             |
|--------------|----------------------|-------------|---------------------------|--------------------|---------------------------|
| 1            | 2E9RSZ5Z36R073004    | 2006        | Rig Carrier low rider     | MV - Motor Vehicle | Current                   |
| 2            | 1FVUF7WB1YPG53125    | 2000        | Freightliner Conventional | MV - Motor Vehicle | Current                   |
| 3            | MWS200902            | 2009        | Mobile doghouse trailer   | TR - Trailer       | Current                   |
| 4            | 2WLPCD2G5YK960249    | 2000        | Western Star FL941        | MV - Motor Vehicle | Current                   |
| 5            | 239RSZ5Z96R073007    | 2006        | Rig Carrier low rider     | MV - Motor Vehicle | Deleted By<br>14070313968 |
| 6            | 5KKPALAV83PL79816    | 2003        | Western Star 4900SA       | MV - Motor Vehicle | Current                   |
| 7            | MWS201002            | 2010        | Mobile doghouse trailer   | TR - Trailer       | Current                   |
| 8            | 2WKPDDJH4YK962165    | 2000        | Western Star 5964SX       | MV - Motor Vehicle | Current                   |
| 9            | 1CYEGW6847T047676    | 2007        | Crane DR0106 5 axel       | MV - Motor Vehicle | Deleted By<br>14070313968 |
| 10           | 2WLPSDCJ3YK962739    | 2000        | Western Star 4986FX       | MV - Motor Vehicle | Current                   |
| 11           | 2M91DV3B7CC185001    | 2012        | Shop-built mobile         | TR - Trailer       | Current                   |
| 12           | 1FUX3EDB3SP599554    | 1000        | Highway Tandem-axel truck | MV - Motor Vehicle | Deleted By<br>17061537953 |
| 13           | 2R9R4CF128E690061    | 2008        | Iron tech SR242 5-axel    | MV - Motor Vehicle | Current                   |
| 14           | 5KJRALCK45PN91874    | 2005        | Western Star 4964SA       | MV - Motor Vehicle | Current                   |
| 15           | MWS004               | 1998        | Shop-built mobile         | TR - Trailer       | Current                   |
| 16           | 2WKPDDCJ8WK950999    | 1988        | Western Star 4964FX       | TR - Trailer       | Current                   |
| 17           | 1CYEGW6879T049305    | 2009        | Crane DR20106 5-axel      | MV - Motor Vehicle | Current                   |
| 18           | 1FUUF7WB1YPG53125    | 2000        | Freightliner T800 Truck   | MV - Motor Vehicle | Current                   |
| 19           | 2S9NL666491022197    | 2009        | Southland CHT225009535-84 | TR - Trailer       | Current                   |
| 20           | 1FVPA6AV43PL05431    | 2003        | Freightliner Columbia     | MV - Motor Vehicle | Current                   |
| 21           | 78244                | 1978        | Cardwell B140 4 axel      | MV - Motor Vehicle | Current                   |
| 22           | 5KJRALCV86PV36016    | 2006        | Western Star Tri-drive    | MV - Motor Vehicle | Current                   |
| 23           | 2C9HB46D812044028    | 2001        | Doghouse trailer          | TR - Trailer       | Current                   |
| 24           | 196087               | 1980        | Franks Type 300 free      | MV - Motor Vehicle | Current                   |
| 25           | 1FVPALAV83PL04474    | 2003        | Freightliner FLD120 truck | MV - Motor Vehicle | Current                   |
| 26           | 1HTXRAET11J086477    | 2001        | International 5900i 6x4   | MV - Motor Vehicle | Current                   |
| 27           | 2M91DV3B7CC185008    | 2012        | MWS mobile doghouse       | TR - Trailer       | Current                   |
| 28           | 20856                | 2013        | DynaWinch CD3-323         | TR - Trailer       | Current                   |
| 29           | 1HTXVSJT8DJ146041    | 2013        | International Paystar 591 | MV - Motor Vehicle | Current                   |
| 30           | 21270                | 2005        | DynaWinch CDC-323         | TR - Trailer       | Current                   |
| 31           | 1HTXTAPT26J225893    | 2005        | International Paystar 59  | MV - Motor Vehicle | Current                   |

Search ID#: Z10255353

|    |                    |      |                           |                    |                           |
|----|--------------------|------|---------------------------|--------------------|---------------------------|
| 32 | 21681              | 2007 | DynaWinch recorder body   | TR - Trailer       | Current                   |
| 33 | 1HTXSAPT67J407021  | 2007 | International 5618 7x6    | MV - Motor Vehicle | Current                   |
| 34 | 33844              | 2012 | DynaWinch recorder body   | TR - Trailer       | Current                   |
| 35 | 1HTXVAPT2BJ196710  | 2011 | International Paystar     | MV - Motor Vehicle | Current                   |
| 36 | 1HTNWSMT3DJ603273  | 2013 | International Paystar 591 | MV - Motor Vehicle | Current                   |
| 37 | 2WLNCCFF0TK941183  | 1996 | Western Star tri drive    | MV - Motor Vehicle | Current                   |
| 38 | 1HTXSAPT35J055979  | 2005 | International 5600 6.4    | MV - Motor Vehicle | Current                   |
| 39 | 5KKPALCK45PU76629  | 2005 | Western Star tri-drive    | MV - Motor Vehicle | Current                   |
| 40 | 1HTWNAZT5DJ304393  | 2013 | International 7500SBA 6x4 | MV - Motor Vehicle | Current                   |
| 41 | 1HTWNAZT1CJ603037  | 2012 | International 7500SBA 6x4 | MV - Motor Vehicle | Current                   |
| 42 | 1HTWNAZTLCJ603037  | 2002 | International 7500SBA 6x4 | MV - Motor Vehicle | Deleted By<br>14070313968 |
| 43 | 1HTWNAZT0CJ660216  | 2012 | International 7500SBA 6x4 | MV - Motor Vehicle | Current                   |
| 44 | 1HTWNAZT9CJ078969  | 2012 | International 7500SBA 6x4 | MV - Motor Vehicle | Current                   |
| 45 | 1HTMKAAR87H407626  | 2006 | Western Star Tri Drive    | MV - Motor Vehicle | Current                   |
| 46 | 2E9RSZ5Z96R073007  | 2006 | Rig Carrier low rider     | MV - Motor Vehicle | Current By<br>14070313968 |
| 47 | 1CYEGW6837T047676  | 2007 | Crane DR0106 5 axel       | MV - Motor Vehicle | Current By<br>14070313968 |
| 48 | 1HTWNAZTLCJ603037  | 2012 | International 7500SBA 6x4 | MV - Motor Vehicle | Current By<br>14070313968 |
| 49 | 1HTWNAZT5DH304393  | 2013 | International 7000 series | MV - Motor Vehicle | Current By<br>17050823604 |
| 50 | 2WLNCCFF0TK941183  | 1996 | Western Star Conventional | MV - Motor Vehicle | Current By<br>17050823604 |
| 51 | 2HSFMALR2SC011776  | 1995 | International 9200        | MV - Motor Vehicle | Current By<br>17050823604 |
| 52 | 4220491008         | 2002 | Fabtec Doghouse           | TR - Trailer       | Current By<br>17050823604 |
| 53 | 1HTXSAPT353055979  | 2005 | International 5600        | MV - Motor Vehicle | Current By<br>17050823604 |
| 54 | 1HTWNAZT0CJ660216  | 2012 | International 7000 series | MV - Motor Vehicle | Current By<br>17050823604 |
| 55 | 4220491108         | 2002 | Fabtec Doghouse           | TR - Trailer       | Current By<br>17050823604 |
| 56 | 1HTMKAAR56H311306  | 2006 | International 4000 series | MV - Motor Vehicle | Current By<br>17050823604 |
| 57 | E9R5SZ5Z296R073007 | 2006 | Rig Carrier low rider     | MV - Motor Vehicle | Current By<br>17060224410 |

Search ID#: Z10255353

|    |                    |      |                         |                    |                           |
|----|--------------------|------|-------------------------|--------------------|---------------------------|
| 58 | 1XKDDDB0X41J963207 | 2001 | Kenworth                | MV - Motor Vehicle | Current By<br>17060224410 |
| 59 | 2M91DV3B7CC185003  | 2012 | MWS mobile doghouse     | TR - Trailer       | Current By<br>17060224410 |
| 60 | 2WLHALAS63KL05584  | 2003 | Western Star 5900I6X4   | MV - Motor Vehicle | Current By<br>17060224410 |
| 61 | 2RRCR54D4C16F8393  | 2012 | Rig Carrier Rykar SR500 | MV - Motor Vehicle | Current By<br>17060224410 |
| 62 | 2HSFMALR2SC011776  | 1995 | International 9200      | MV - Motor Vehicle | Current By<br>17060224410 |
| 63 | 5KKPALCK4SPU76629  | 2005 | Western Star Tri-Drive  | MV - Motor Vehicle | Current By<br>17060224410 |
| 64 | 2C9HB46D12044028   | 2001 | ITB mobile doghouse     | TR - Trailer       | Current By<br>17060224410 |

**Collateral: General**

**Block**      **Description**

1      (1) Used 2006 Rig Carrier, low-rider, 5-axel self-propelled back-in carrier s/n 2E9RSZ5Z36R073004. Tandem-steer front axels rated at 20,000-lb each, equipped w/ polished aluminum wheels mounted on 445/65/22.5 tires w/ approximately 18-mm of tread remaining & ABS braking system. Meritor 12x6 tri-drive rear axels rated at 23,000-lb each, mounted on polished aluminum wheels equipped w/ 12R22.5 tires w/ approximately 22-mm of tread remaining & ABS braking system. Single-man insulated cab w/ controls, built-in tool boxes, fuel tanks, wing walk and adjustable working platform. Mast; 2006 Cheyenne 21.9-m (72-ft) square-tubing stiff mast, Mdl. 72-150, 66,720-daN hook-load capacity w/ 4-lines, primary & secondary fall arrest systems, 2-in standpipe & six sheave crown assembly. Attached with 1 Used 2006, SJ Petro, XJ250S Double-drum drawworks s/n 06R0886197 w/ LEBUS grooving. Main drum; 254-mm (10-in) x 965-mm (38-in). Sandline drum; 38-in dia x 8-in wide, c/w crown-saver, SJ Petro bankd 36-in, Model 122 hydromantic brake clutch, mechanical drum brake & Crown-OMatic crown saver. Engine; Detroit Series 60 14.0-L turbocharged diesel drive engine rated @425-hp @ 32000 rpm. Transmission; Allison Model HT750-DRDDB torque-tube-drive automatic 5-speed transmission w/ power tak-off. Namco Model right angle drive box. Drill & Sandline; 1-inch (25.4-mm) drilline & 1/2in (12.7-mm) sandline. Hydraulic System; Rig-mounted hydraulic system with approximately 200-gal tank, hydraulic pump, manifold, filters & hoses, System operates one 3-stage mast raising cylinder, (2) rear leveling jacks & two midship jacks, power tong, (2) Pullmaster Model PL5 deck winches, etc. Class II carrier-mounted 22-gal accumulator system.

**Status**

Current

Search ID#: Z10255353

- 2 (1) Used 2000 Freightliner, Conventional truck equipped w/ Rock Well Model 941 s/n 1FVUF7WB1YPG53125 spring-ride front axel rate at 16,000-lb mounted on 385/65R22.5 tires w/ polished aluminum wheels, air-operated brakes & ABS braking system. Tri-drive rear axels rated at 19,000-lbs each, equipped w/ airride suspension mounted on 11R24.5 tires w/ polished aluminum wheels, air-operated brakes & ABS braking system. Truck is c/w fuel tanks & locking storage compartments. Engine; Cummins Model Signature 600 15-L diesel engine rated at 600-hp @ 2000- rpm s/n 14004589 w/ PAS turbo Transmission; Eaton Model RTLO- 20918B, 18-speed manual transmission s/n 70333492-02. Hydraulic system; reservoir tank, power take-off & two-stage hydraulic pump. Tulsa Model 30BBX4L2F winch; 30,000-lb s/n 32700051. Eweco (Empire) Model E300 triplex mud pump, 330-hp, 35,000-kPa wp, 5-in x 5-in c/w forged fluid end, quick-change heads, 5-valve manifold pulsation dampener, Bowie charge pump w/ 2-in pressure gauge & relief valve. Mud Tank; Steel-fabricated 26-m (163.5-bbl) mud tank with settling-trough, two compartments, w/ valves, degasser, c/w flow line, chiksans & mud hoses s/n 16980. Traveling & Rig Floor Equipment; McKissick Fig 83AWT-20, 75-ton traveling block assembly w/ (3) 20-in sheaves grooved for -in line s/n 06-353-54. (1) Set Foster Model 93R hydraulic power tubing tongs. Current
- 3 (1) set x 1-3/4-in x 72-in weld less elevator links, 150-ton capacity s/n 05254-1, 2. Canglobal Model Clipper weight indicator, 0-90,000-daN, calibrated to 62,000-daN s/n C1237 Cavins depthometer for 14.28-mm. B.O.P. Equipment; IEI (Control Tech) Model CS double-gate ram preventer, 179-mm (7-1/16 in) x 35,000-kPa (5,000-psi) wp, Nace Trim s/n 06-197. Spool, 179-mm (7-1/16 in) x 21,000-kPa 5,000-psi wp w/ 51-mm outlet valve. BOP hoses, valves, hoses, studs, nuts, (2) Hi-Kalibre safety valves, 2 -in (73) s/n 114043 & 114044. (1) Lot of saver subs, 2 -in (73-mm) & 3 -in (89-mm). Tubing & Rod Handling Equipment; (1) Cavins Model C-HD 82.5-ton tubing spider w/ 3 1/2-in (89-mm) slip body s/n 2646. (1) Set Mission shallow hand slips w/ 60 to 89-mm dies s/n 74742-3. (1) Set AOT Type TA-100, 100-ton, 2-3/8-in (60-mm) tubing elevators s/n 74200. (1) set BJ 100-ton 2-7/8-in, (73-mm) tubing elevators s/n M918743. Trico Model 554-578-600, 25-ton rod hook w/ clevis s/n H0406006. (2) Rod elevators, 5/8-in to 1-in. (4) Rod wrenches, 5/8-in to 1-in. 76-mm rod table w/ brass rod guide. (1) Regan 3-in 76-mm x 21,000-kPa rod BOP. (1) 10-ton BOP elevator w/ pick-up slings. (1) lot of rod chaser, tubing drifts, rod transfers, etc. (1) Lot of Pup joints, 60-mm & 73-mm. Servicing & Swabbing Equipment; Guibberson type HD tandem oil saver w/ high pressure pump & hose. Lubricator, (2) 76-mm x 4.57-m (3-in x 20-ft) w/ Fig 200 unions. 600/900 Series hydraulic tubing pack-off spool. Lift mandrels, rod jars, knuckle joints, rope sockets, sinker bars, tubulars rod jars, centrifuge, etc. Swab tree assembly w/ 76-mm x 21,000-kPa Demco valve, 76-mm FP rod BOP, flow tee & 51-mm ball valve. Current

Search ID#: Z10255353

- 4 (1) USED 2009 Shop-built mobile doghouse trailer s/n MWS200902; approximately 9-ft wide x 32-ft long mounted on dual-wheel 10,000-lb tandem axels equipped w/ air-operated brakes & 225/70R22.5 tires w/ approximately 13-mm of tread remaining. Dog house is fitted with; change shack / office, utility & light plant sections c/w folding wing walks, safety railing & access stairwell. Light Plant; Isuzu Model EE-4BG1T 4-cylinder diesel unitized with Stamford 30-kW generator c/w day tank, electric start & switchgear s/n X06B070573. Change shack/ doghouse; (8) lockers, fridge, desk, stove, electric heater, storage benches w/ filters, coveralls, & globed incandescent interior lighting. Utility room; utility bench, vise, buffer/grinder, locking storage compartments, wrench boards, lubricantsslings, chains, w/ electric heater, grinder, vice, work benches & Incinolet toilet. Current
- (1) USED 2000 Western Star. S/N 2WLPCD2G5YK960249, FL941 spring-ride front axel rated at 16,600-lbs equipped with polished aluminum wheels mounted on 315/80R22.5 tires w/ approximately 10-mm of tread remaining, air-operated brakes & ABS braking system. Tandem air-ride rear axels rated at 40,000-lbs equipped w/ polished aluminum wheels mounted on 11R22.5 tires w/ approximately 12-mm of tread remaining, air-operated brakes & ABS braking system. Truck is equipped with; driver's air-ride seat, tire chains, chocks. c/w 1 Used Cat Model 3176 10.3-litre turbo-charged diesel engine rated @ 300-hp @ 2100 s/n 9TL21455. Transmission; Eaton 8-speed manual transmission. Service body; approximately 8-ft wide x 20-ft long. Body is equipped w/ roll-back access tarp, locking storage compartments, built-in tool boxes, BOP stand, tong rack, lubricator rack, etc.
- 5 (1) USED Rig Carrier; 2006 Exact Model Low-Rider 5- axle self-propelled back-in carrier S/N 239RSZ5Z96R073007. Tandemsteer front axels rated at 20,000-lb each, equipped w/ polished aluminum wheels mounted on 445/65-22.5 tires w/ approximately 18-mm of tread remaining & ABS braking system. Meritor 12x6 tri-drive rear axels rated at 23,000-lb each, mounted on polished aluminum wheels equipped w/ 12R22.5 tires w/ approximately 22-mm of tread remaining & ABS braking system. Single-man insulated cab w/ controls, builtin tool boxes, fuel tanks, wing walk and adjustable working platform. Mast; 2006 Cheyenne 21.9-m (72-ft) square-tubing stiff mast s/n 08-06-041, Mdl. 72-150, 66,720-daN hook-load capacity w/ 4-lines, primary & secondary fall arrest systems, 2-in standpipe & six sheave crown assembly. Drawworks; Kin double-drum drawworks. w/ LEBUS grooving. Main drum; 254-mm (10-in) x 965-mm (38-in). Sandline drum; 38-in dia x 8-in wide c/w crown-saver, Kobelt band 36-in, Model 122 hydromantic brake clutch, mechanical drum brake & Crown-O-Matic crown saver. Engine; Detroit Series 60 14.0-L turbocharged diesel drive engine rated @ 665-hp @ 2300 rpm s/n SN-06R0911167. Transmission; Allison Model HT750- DRDDB torque-tube-drive automatic 5-speed transmission w/ power take-off. Namco Model right angle drive box. Drill & Sandline; 1-inch (25.4-mm) drillline & 1/2-in (12.7-mm) sandline. Hydraulic System; Rig-mounted hydraulic system with approximately 200-gal tank, hydraulic pump, manifold, filters & hoses, System operates one 3-stage mast raising cylinder, (2) rear levelling jacks & two midship jacks, power tong, (2) Pullmaster Model PL5 deck winches, etc. Current

Search ID#: Z10255353

- 6 (1) USED 2003 Western Star Model 4900SA Tri Drive Log Truck s/n 5KKPALAV83PL79816. Meritor Model FL941 spring-ride front axel rated at 14,600-lbs equipped with polished aluminum wheels mounted on 385/65R22.5 tires w/ air-operated brakes & ABS braking system. Tridrive air-ride rear axels rated at 46,000-lbs equipped w/ polished aluminum wheels mounted on 11R22.5 tires w/ air-operated brakes & ABS braking system. Truck is equipped with; driver's air-ride seat, tire chains, duel fuel tanks, revolving beacons, chalks etc. Engine; C-15 diesel engine rated at 500-hp s/n MBN05778. Transmission; Eaton Model RTLO-20918B, 18-speed manual transmission s/n S0079250. Hydraulic system; reservoir tank, power take-off & two-stage hydraulic pump. Tulsa Model 30BBX4L2F winch; 30,000-lb Eweco (Empire) Model E300 triplex mud pump, 330-hp, 35,000-kPa wp, 5-in x 5-in c/w forged fluid end, quick-change heads, 5-valve manifold pulsation dampener, Bowie charge pump w/ 2-in pressure gauge & relief valve. Mud Tank; Steel-fabricated 26-m (163.5-bbl) mud tank with settling-trough, two compartments, w/ valves, degasser, c/w flow line, chiksans & mud hoses. Traveling & Rig Floor Equipment; McKissick Fig 83-A 24, 100-ton traveling block assembly w/ (3) 20-in sheaves grooved for 1-in line s/n 059-1764. (1) Set Gill Model 500 - hydraulic power tubing tongs s/n 500-896. (1) set x 1-3/4-in x 72-in weld less elevator links, 150-ton capacity 06099-1, 2. Schwab's Model Clipper weight indicator, 0-90,000-daN, calibrated to 62,000-daN 1551. Cavins depthometer for 14.28-mm sandline. B.O.P. Equipment; IEI Model Double double-gate ram preventer, 179-mm (7-1/16 in) x 35,000-kPa (5,000-psi) wp, Nace Trim. Spool, 179-mm (7-1/16 in) x 35,000-kPa (5,000-psi) wp w/ 2-in (51-mm) outlet valve s/n 60986-01. BOP hoses, valves, hoses, studs, nuts, etc.
- 7 (2) Hi-Kalibre safety valves, 2 -in (73-mm). (1) Lot of saver subs, 2 -in (73-mm) & 3 - in (89-mm). Tubing & Rod Handling Equipment; (1) Cavins Model C-HD 82.5-ton tubingspider w/ 3 1/2-in (89-mm) slip body. (1) Set Mission shallow hand slips w/ 60 to 89-mm dies. (1) Set AOT Type TA-100, 100-ton, 2-3/8-in (60-mm) tubing elevators. (1) set BJ 100-ton 2-7/8-in, (73-mm) tubing elevators. Trico Model 554-578-600, 25-ton rod hook w/ clevis s/n H0606136. (2) Rod elevators, 5/8-in to 1-in. (4) Rod wrenches, 5/8-in to 1-in. 76-mm rod table w/ brass rod guide. (1) Regan 3-in 76-mm x 21,000-kPa rod BOP. (1) 10-ton BOP elevator w/ pick-up slings. (1) lot of rod chaser, tubing drifts, rod transfers, etc. (1) Lot of Pup joints, 60-mm & 73-mm. Servicing & Swabbing Equipment; Guibberson type HD tandem oil saver w/ high pressure pump & hose. Lubricator, (2) 76-mm x 4.57-m (3-in x 20-ft) w/ Fig 200 unions. 600/900 Series hydraulic tubing pack-off spool. Lift mandrels, rod jars, knuckle joints, rope sockets, sinker bars, tubulars rod jars, centrifuge, etc. Swab tree assem. w/ 76-mm x 21,000-kPa Demco valve, 76-mm FP rod BOP, flow tee & 51-mm ball valve.



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(1) USED 2010 Shop-built mobile doghouse trailer s/n MWS201002; approximately 9-ft wide x 32-ft long mounted on dual-wheel 10,000-lb tandem axels equipped w/ air-operated brakes & 225/70R22.5 tires w/ approximately 13-mm of tread remaining. Dog house is fitted with; change shack / office, utility & light plant sections c/w folding wing walks, safety railing & access stairwell. Change shack/ doghouse; (8) lockers, fridge, desk, stove, electric heater, storage benches w/ filters, coveralls, & globed incandescent interior lighting. Light Plant; Isuzu Model EE-4BG1T 4-cylinder diesel unitized with Stamford 30- kW generator c/w day tank, electric start & switchgear s/n M11C110969 Utility room; utility bench, vise, buffer/grinder, locking storage compartments, wrench boards, lubricants, slings, chains, w/ electric heater, grinder, vice, work benches & Incinolet toilet.

Current

(1) USED 2000 Western Star Model 4964SX tandem axel truck s/n 2WKPDDJH4YK962165. Meritor Model FL941 spring-ride front axel rated at 14,600-lbs equipped with polished aluminum wheels mounted on 445/65R22.5 tires w/ air-operated brakes & ABS braking system. Tandem air-ride rear axels rated at 46,000-lbs equipped w/ polished aluminum wheels mounted on 11R22.5 tires w/ air-operated brakes & ABS braking system. Truck is equipped with; driver's air-ride seat, tire chains, chalks etc. Cat Model C15 turbo-charged diesel engine rated @ 500-hp @ 177 rpm. Transmission; Eaton Model RTLO-16918B, 18-speed manual transmission. Transport body; approximately 8-ft wide x 20-ft long. Body is equipped w/ roll-back access tarp, locking storage compartments, built-in tool boxes, BOP sliding stand, tong rack, lubricator rack, etc.

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(1) USED Rig Carrier; 2007 Crane Model DR0106 5-axle self-propelled back-in carrier s/n 1CYEGW6847T047676. Tandem-steer front axels equipped w/ polished aluminum wheels mounted on 445/65-22.5 tires w/ approximately 14-mm of tread remaining & ABS braking system. Meritor 12x6 tri-drive rear axels mounted on polished aluminum wheels equipped w/ 12R22.5 tires w/ approximately 18-mm of tread remaining & ABS braking system. Single-man insulated cab w/ controls, builtin tool boxes, fuel tanks, wing walk and adjustable working platform. Mast; 2007 Rykar Model 72-140-S; 21.9-m (72-ft) square tubing stiff mast, 120,000-lb (62,000-daN) hook-load capacity w/ 4-lines, primary & secondary fall arrest systems, 2-in standpipe & six sheave crown assembly KE-5042. Drawworks; Cooper double-drum drawworks w/ LEBUS grooving. Main drum; 254-mm (10-in) x 965-mm (38-in). Sandline drum; 38-in dia x 8-in wide, c/w crownsaver, Kobelt band 36-in, Model 122 hydromantic brake clutch, mechanical drum brake & Crown-O-Matic crown saver s/n 1949. Engine; Detroit Series 60 14.0-L turbocharged diesel drive engine rated @ 425-hp @ 2300 rpm s/n 06R0949883. Transmission; Allison Model HT750- DRDDB torque-tube-drive automatic 5-speed transmission w/ power take-off s/n M5610A. Namco Model right angle drive box. Drill & Sandline; 7/8-inch (25.4-mm) drilline & 1/2-in (14.28-mm) sandline. Hydraulic System; Rig-mounted hydraulic system with approximately 200-gal tank, hydraulic pump, manifold, filters & hoses, System operates one 3-stage mast raising cylinder, (2) rear levelling jacks & two midship jacks, power tong, (2) Pullmaster Model PL5 deck winches, etc. Class II carrier-mounted 22-gal accumulator system.

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- 10 (1) USED 2000 Western Star Model 4986FX tridrive pump truck s/n 2WLPSDCJ3YK962739. Western Model WS16 springride front axel rated at 16,000-lbs equipped with polished aluminum wheels mounted on 385/65R22.5 tires w/ approximately 12-mm of tread remaining, air-operated brakes & ABS braking system. Tri-drive rear axels rated at 18,333-lbs/eh equipped w/ air-ride axels rated at 46,000-lbs equipped w/ polished aluminum wheels mounted on 11R22.5 tires w/ approximately 18-mm of tread remaining, air-operated brakes & ABS braking system. Truck is equipped with; driver's air-ride seat, tire chains, duel fuel tanks, revolving beacons, chaks etc. Engine; Cat Model 3406E diesel engine rated at 550-hp; 14.6-litre s/n 2WS19060. Transmission; Eaton Model RTLO-20918B, 18 speed manual transmission. Hydraulic system; reservoir tank, power take-off & two-stage hydraulic pump. Tulsa Model 30BBX4L2F winch; 30,000-l s/n 32700063. Eweco (Empire) Model E300 triplex mud pump, 330-hp, 35,000-kPa wp, 5-in x 5-in c/w forged fluid end, quick-change heads, 5- valve manifold pulsation dampener, Bowie charge pump w/ 2-in pressure gauge & relief valve. Mud Tank; Steel-fabricated 28-m (163.5-bbl) mud tank with settling-trough, two compartments w/ valves, degasser, c/w flow line, chiksans & mud hoses. Traveling & Rig Floor Equipment; McKissick Fig 83AWT-24, 100-ton traveling block assembly w/ (3) 24-in sheaves grooved for 1-in line s/n 06-349-24. Current
- 11 (1) Gill Model 500 hydraulic power tubing tongs s/n 500-1147. (1) set x 1-3/4-in x 72-in weld less elevator links, 150-ton capacity. Canglobal Model Clipper weight indicator, 0-90,000-daN, calibrated to 62,000-daN. Cavins depthometer for 14.28-mm sandline. B.O.P. Equipment; IEI double-gate ram Preventer, 179-mm (7-1/16 in) x 35,000-kPa (5,000-psi) wp. Nace Trim s/n 06-197. Spool, 179-mm (7-1/16 in) x 35,000-kPa (5,000-psi) wp w/ (2) 51-mm outlet valves s/n 48558-ACD-4. BOP hoses, valves, hoses, studs, nuts, etc. (2) Hi-Kalibre safety 2 -in (73-mm). (1) Lot of saver subs, 2 -in (73-mm) & 3 -in (89-mm). Tubing & Rod Handling Equipment; (1) Set Cavins 82.5-ton tubing spider w/ 3 1/2-in (89-mm) slip body. (1) Set Mission shallow hand slips w/ 60 to 89-mm dies s/n MSM04681. (1) set AOT Type TA65, 65-ton 60-mm (2-3/8 in) tubing elevators s/n 63068. (1) set AOT Type TA-100; 100-ton 73-mm (2-7/8 in) tubing elevators s/n 87752. Trico Model 554-578-600, 25-ton rod hook w/ clevis s/n H1017020. (2) Rod elevators, 5/8-in to 1-in. (4) Rod wrenches, 5/8-in to 1-in. 76-mm rod table w/ brass rod guide. (1) Regan 3-in 76-mm x 21,000-kPa rod BOP. (1) 10-ton BOP elevator w/ pick-up slings. (1) lot of rod chaser, tubing drifts, rod transfers, etc. (1) Lot of Pup joints, 60-mm & 73-mm. Servicing & Swabbing Equipment; Guiberson type HD tandem oil saver w/ high pressure pump & hose. Lubricator, (2) 76-mm x 4.57-m (3-in x 20-ft) w/ Fig 200 unions. 600 /900 Series hydraulic tubing pack-off spool. Lift mandrels, rod jars, knuckle joints, rope sockets, sinker bars, tubulars rod jars, centrifuge, etc. Swab tree assembly w/ 76-mm x 21,000-kPa Demco valve, 76-mm FP rod BOP, flow tee & 51-mm ball valve. Current
- 12 (1) USED 2012 Shop-built mobile doghouse trailer s/n 2M91DV3B7CC185001; approximately 9-ft wide x 32-ft long mounted on dual-wheel 10,000-lb tandemaxels equipped w/ air - operated brakes & 225/70R22.5 tires w/ approximately 16-mm of tread remaining. Change shack/ doghouse; (8) lockers, fridge, desk, stove, electric heater, storage benches w/ filters, coveralls, & globed incandescent interior lighting. Utility room; utility bench, vise, buffer/grinder, locking storage compartments, wrench boards, lubricants, slings, chains, w/ electric heater, grinder, vice, work benches & Incinolet toilet. Light Plant; Isuzu Model EE-4BG1T 4-cylinder diesel unitized with Stamford 30-kW generator c/w day tank, electric start & switchgear s/n 75ZXL03.1GTB. Incinolet Model WB electric toilet. Current

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- 13 (1) USED Highway tandem-axel truck equipped w/ Rock Well Model 941 s/n 1FUX3EDB3SP599554 springride front axel mounted on 385/65R22.5 tires w/ approximately 8-mm of tread remaining, polished aluminum wheels, air -operated brakes & ABS braking system. Tandem rear axels rated at 46,000-lbs equipped w/ air-ride suspension mounted on 11R22.5 tires w/ approximately 10-mm of tread remaining, polished aluminum wheels, air - operated brakes & ABS braking system. Cat Model 3176 10.3-litre turbo-charged diesel engine rated @ 350-hp @ 2100 rpm s/n 9CK15423. Transmission; Eaton Model RTLO-16913B, 13-speed manual transmission. Transport body; approximately 8-ft wide x 20-ft long. Body is equipped w/ roll-back access tarp, locking storage compartments, built-in tool boxes, BOP sliding stand, tong rack, lubricator rack, etc. Rig Support Equipment; (1) Lot of safety equipment including; fire extinguishers, two SCBA 30-minute air packs, safety glasses & shields, basket stretcher, first aid kits, safety signs, safety & climbing belts, eye wash stations, fire blanket, (2) SALA self-retracting lifelines, SALA rig-rider, high-angle rescue kit, etc. (1) Lot of general rig tools including hand wrenches, screwdrivers, hammers, pipe wrenches, jacks, wire brushes, crow bars, cable cutters, drills, file sets, sledge hammers, shovels, tiger torch, bench grinders, etc. (1) Lot spare parts & consumables including mud pump parts, table inserts, valves, hoses, filters, wire rope, slings, unions, fist grips, bull plugs, chains, hose clamps, nipples, etc.
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- 14 (1) USED Rig Carrier; 2008 Iron tech Model SR242 5-axle self-propelled back-in carrier s/n 2R9R4CF128E690061 w/ tandem-steer front axels rated at 9,072-kg / axel equipped w/ polished aluminum wheels mounted on 445/65-22.5 tires w/ ABS braking system. Meritor single reduction tri-drive rear axels rated at 10,432-kg / axel mounted on polished aluminum wheels equipped w/ 12R22.5 tires w/ ABS braking system. Single-man insulated cab w/ controls, built-in tool boxes, fuel tanks, wing walk and adjustable working platform. Irontech Model 72-140S freestanding stiff mast 72-ft 21.9-m), 150,000-lbs (66,720- daN) hook-load capacity w/ 4 lines, square-tube construction, primary & secondary fall arrest systems, mounted ladder, 2-in standpipe & five-sheave crown assembly s/n MO-45-07. Rig Up 106-cm (42-in) x 25.4-cm (10-in) double-drum drawworks (splash-cooled & belt driven) c/w crown-saver & brakes s/n 9.KK.01.08. Engine; Detroit Series 60 14-litre turbocharged diesel drive engine rated at 665- hp @ 2300-rpm. Transmission; Allison Model 4700 OFS, torque-tube-drive automatic transmission w/ power take-off. Rig-up right angle gear box s/n GP.54.08. Hydraulic System; rig-mounted hydraulic system with approximately 200-gal tank, hydraulic pump, manifold, filters & hoses. System operates one 3-stage mast raising cylinder, (2) rear levelling jacks & two mid-ship jacks, power tong, (2) Pullmaster Model PL5 deck winches, etc. Irontech Class II carrier-mounted 22-gal accumulator system s/n AS08IT00043.
- Current

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- 15 (1) USED 2005 Western Star Model 4964SA tri-drive truck s/n 5KJRALCK45PN91874. Meritor Model FL941 spring-ride front axel rated at 14,600-lbs equipped with polished aluminum wheels mounted on 385/65R/22.5 tires w/ airoperated brakes & ABS braking system. Tri-drive rear axels rated at 46,000-lbs w/ air-ride suspension mounted on polished aluminum wheels w/ 11R22.5 tires w/ airoperated brakes & ABS braking system. Truck is equipped with; driver's air-ride seat, tire chains, duel fuel tanks, revolving beacons, chalks etc. Detroit Series 60, 14-litre turbo diesel drive engine, rated @ 500-hp @ 1800 rpm s/n 05R0801867. Transmission; Allison Model 4700 OFS 5-speed automatic transmission w/ power take-off. Hydraulic system; reservoir tank, power take-off & two-stage hydraulic pump. Tulsa Model 30BBX4L2F winch; 30,000-Lb. Eweco (Empire) Model E300 triplex mud pump, 330-hp, 35,000-kPa wp, 5-in x 5-in c/w forged fluid end, quick-change heads, 5-valve manifold pulsation dampener, Bowie charge pump w/ 2-in pressure gauge & relief valve. Mud Tank; Steel-fabricated 28-m 176-bbl mud tank with settling-trough, two compartments, two guns w/valves, mix hopper, degasser, 118-m of 50.8-mm line pipe w/ chiksans, 50.8-mm & 101-mm mud hoses. Traveling & Rig Floor Equipment; McKissick Fig 83AWT-20, 75-ton traveling block assembly w/ (3) 20-in sheaves grooved for -in line s/n 1759866. (1) Set Tillery & Parks Type 5890-hydraulic power tubing tongs. (1) set x 1-3/4-in x 72-in weldless elevator links, 150-ton capacity. Canglobal Model Clipper weight indicator, 0-90,000-daN, calibrated to 62,000-daN s/n C1240. Current
- 16 Cavins depthometer for 14.28-mm sandline. B.O.P. Equipment; IEI (API) double-gate ram Preventer, 179-mm (7-1/16 in) x 35,000-kPa (5,000-psi) wp, Nace Trim s/n 05-059. Spool, 179-mm (7-1/16 in) x 35,000-kPa (5,000-psi) wp w/ 51-mm outlet valve. BOP hoses, valves, hoses, studs, nuts, (2) Hi-Kalibre safety valves, 73 & 73-mm. (1) Lot of saver subs, 73 & 89-mm. Tubing & Rod Handling Equipment; (1) Set Cavins 82.5-ton tubing spider w/ 3 1/2-in (89-mm) slip body (1) Set Mission shallow hand slips w/ 60 to 89-mm dies (1) set AOT 100-ton 60-mm (2-3/8 in) tubing elevators (1) set BJ 100-ton 73-mm (2-7/8 in) tubing elevators. (2) Rod elevators, 5/8-in to 1-in (4) Rod wrenches, 5/8-in to 1-in 76-mm rod table w/ brass rod guide. Trico Model 554-578-600, 25-ton rod hook w/ clevis (1) Regan 3-in 76-mm x 21,000-kPa rod BOP. (1) 10-ton BOP elevator w/ pick-up slings. (1) lot of rod chaser, tubing drifts, rod transfers, etc. (1) Lot of Pup joints, 60-mm & 73-mm. Servicing & Swabbing Equipment; Guiberson type HD tandem oil saver w/ high pressure pump & hose. Lubricator, (2) 76-mm x 4.57-m (3-in x 20-ft) w/ Fig 200 unions. 600/900 Series hydraulic tubing pack-off spool. Lift mandrels, rod jars, knuckle joints, rope sockets, sinker bars, tubulars rod jars, centrifuge, etc. Swab tree assembly w/ 76-mm x 21,000-kPa Demco valve, 76-mm FP rod BOP, flow tee & 51-mm ball valve. Current
- 17 (1) USED 1998 Shop-built mobile doghouse trailer s/n MWS004; approximately 8-ft wide x 26-ft long mounted on tandem 10,000-lbs axels c/w change shack & light plant section. Change shack/ doghouse; (8) lockers, fridge, desk, stove, electric heater, storage benches w/ filters, coveralls, & globed incandescent interior lighting. Utility room; utility bench, vise, buffer/grinder, locking storage compartments, wrench boards, lubricants, slings, chains, w/ electric heater, grinder, vice, work benches & Incinolet toilet. Light Plant; Isuzu Model EE-4BG1T 4- cylinder diesel unitized with Stamford 30-kW generator c/w day tank, electric start & switchgear. Incinolet Model WB electric toilet. Current

Search ID#: Z10255353

- 18 (1) USED 1988 Western Star s/n 2WKPDDCJ8WK950999 Model 4964FX tandem-axel truck w/ Freightliner Model FL941 spring-ride front axel rated at 20,000-lbs equipped with polished aluminum wheels mounted on 445/65R22.5 tires w/ air-operated brakes & ABS braking system. Freightliner Model RT 44 145P tandem drive air-ride rear axels rated at 22,000-lbs each equipped w/ polished aluminum wheels mounted on 11R24.5 tires w/ air-operated brakes & ABS braking system. Truck is equipped with; driver's air-ride seat, tire chains, dual fuel tanks, revolving beacons, chalks etc. Cat Model 3406 diesel engine rated @ 490-hp s/n 6TS16393. Transmission; Eaton Model RTLO- 18718B, 18-speed manual transmission. Transport body; approximately 8-ft wide x 20-ft long. Body is equipped w/ roll-back access tarp, locking storage compartments, built-in tool boxes, BOP sliding stand, tong rack, lubricator rack, etc. Rig Support Equipment; (1) Lot of safety equipment including; fire extinguishers, two SCBA 30-minute air packs, safety glasses & shields, basket stretcher, first aid kits, safety signs, safety & climbing belts, eye wash stations, fire blanket, (2) SALA selfretracting lifelines, SALA rig-rider, highangle rescue kit, etc. (1) Lot of general rig tools including hand wrenches, screwdrivers, hammers, pipe wrenches, jacks, wire brushes, crow bars, cable cutters, drills, file sets, sledge hammers, shovels, tiger torch, bench grinders, etc. (1) Lot spare parts & consumables including mud pump parts, table inserts, valves, hoses, filters, wire rope, slings, unions, fist grips, bull plugs, chains, hose clamps, nipples, etc. Current
- 19 (1) USED Rig Carrier; 2009 Crane Model DR20106 5-axle self-propelled back-in carrier s/n 1CYEGW6879T049305. Tandemsteer front axels equipped w/ polished aluminum wheels mounted on 445/65-22.5 tires w/ approximately 20-mm of tread remaining & ABS braking system. Meritor 12x6 tri-drive rear axels mounted on polished aluminum wheels equipped w/ 12R22.5 tires w/ approximately 17-mm of tread remaining & ABS braking system. Single-man insulated cab w/ controls, builtin tool boxes, fuel tanks, wing walk and adjustable working platform. Mast; 2009 Cheyenne Model 104-220, 31.7-m (104-ft) square-tubing telescoping mast, 97,856-daN hook-load capacity w/ 6-lines, primary & secondary fall arrest systems, 2-in standpipe & six sheave crown assembly s/n 09.08.015. Drawworks; Kin Model M3810 double-drum drawworks. Main drum; 254-mm (10-in) x 965-mm (38-in). Sandline drum; 38-in dia x 8-in wide, c/w crown-saver, Kobelt band 40-in, Model 122 hydromantic brake clutch, mechanical drum brake & Crown-O-Matic crown saver. Engine; Detroit Series 60 14.0-L turbocharged diesel drive engine rated @ 665-hp @ 2300 rpm. s/n 06R1006764. Transmission; Allison Model HT750 DR torque-tube drive automatic transmission. Namco Model M94-RA45041 right angle drive box s/n N07-16002. Drill & Sandline; 1-inch (25.4-mm) drilline & 1/2-in (12.7-mm) sandline. Hydraulic System; rig-mounted hydraulic system with approximately 200-gal tank, hydraulic pump, manifold, filters & hoses, System operates one 3-stage mast raising cylinder, telescoping cylinder, (2) rear levelling jacks & two mid-ship jacks, power tong, (2) deck winches, etc. Current

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- 20 (1) USED 2000 Freightliner s/n 1FUUF7WB1YPG53125 Model T800 truck equipped w/ Rock Well Model 941 springride front axel rated at 16,000-lbs mounted on polished aluminum wheels w/ 425/65R22.5 tires w/ approximately 12-mm of tread remaining, air-operated brakes & ABS braking system. Tri-drive rear axels rated at 46,000-lbs equipped w/ air-ride suspension mounted on polished aluminum wheels w/ 11R22.5 tires w/ air-operated brakes & ABS braking system. Truck is equipped with; driver's air-ride seat, tire chains, chocks etc. Engine; ISX 530 diesel engine rated at 500- hp @ 2000-rpm s/n 79089324. Transmission; Eaton Model RTLO-20918B, 18-speed manual transmission. Hydraulic system; approximately 60-gal tank, power take-off & two-stage hydraulic pump. Tulsa Model 30BBX4L2F winch; 30,000-lb. Eweco (Empire) Model E300 triplex mud pump, 330-hp, 35,000-kPa wp, 5-in x 5-in c/w forged fluid end, quick-change heads, 5- valve manifold pulsation dampener, Bowie charge pump w/ 2-in pressure gauge & relief valve. Mud Tank; Steel-fabricated 32-m 200-bbl mud tank with settling-trough, two compartments, w/ valves, degasser, c/w flow line, chocks & mud hoses. Traveling & Rig Floor Equipment; McKissick Fig 83AWT-24, 100-ton traveling block assembly w/ (3) 24-in sheaves grooved for 1-in line s/n 875792. (1) Set Gill Type 500 hydraulic power tubing tongs s/n 500-945. (1) set x 1-3/4-in x 72-in weld less elevator links, 150-ton capacity s/n 150T072/71. Canglobal Model Clipper weight indicator, 0- 90,000-daN, calibrated to 62,000-daN s/n 28528. B.O.P. Equipment; IEI (Control Tech) Model CS double-gate ram preventer, 179-mm (7-1/16 in) x 35,000-kPa (5,000-psi) wp, Nace Trim s/n K08-092. Spool, 179-mm (7-1/16 in) x 35,000-kPa (5,000-psi) wp w/ 51-mm outlet valve s/n 50209-ACD-4. BOP hoses, valves, hoses, studs, nuts, etc. (2) Hi-Kalibre safety valves, 73 & 73-mm. (1) Lot of saver subs, 73 & 89-mm. Tubing & Rod Handling Equipment;
- Current
- 21 (1) Set Cavins 82.5-ton tubing spider w/ 3 1/2-in (89-mm) slip body. (1) Set Mission shallow hand slips w/ 60 to 89-mm dies. (1) set AOT 100-ton 60-mm (2-3/8 in) tubing elevators. (1) set BJ 100-ton 73-mm (2-7/8 in) tubing elevators. (2) Rod elevators, 5/8-in to 1-in. (4) Rod wrenches, 5/8-in to 1-in. 76-mm rod table w/ brass rod guide. Trico Model 554-578-600, 25-ton rod hook w/ clevis s/n H1208060. (1) Regan 3-in 76-mm x 21,000-kPa rod BOP. (1) 10-ton BOP elevator w/ pick-up slings. (1) lot of rod chaser, tubing drifts, rod transfers, etc. (1) Lot of Pup joints, 60-mm & 73-mm. Servicing & Swabbing Equipment; Guibberson type HD tandem oil saver w/ high pressure pump & hose. Lubricator, (2) 76-mm x 4.57-m (3-in x 20-ft) w/ Fig 200 unions. 600/900 Series hydraulic tubing pack-off spool. Lift mandrels, rod jars, knuckle joints, rope sockets, sinker bars, tubulars rod jars, centrifuge, etc. Swab tree assembly w/ 76-mm x 21,000- kPa Demco valve, 76-mm FP rod BOP, flow tee & 51-mm ball valve.
- Current
- 22 (1) USED 2009 Southland Model CHT22500-9535-84 mobile doghouse trailer s/n 2S9NL666491022197; approximately 8-ft wide x 36-ft long equipped with spring-ride tandem 10,000-lbs axels mounted on 225/70R22.5 tires. Trailer is c/w change shack & light plant / accumulator sections. Change shack/ doghouse section; (8) lockers, fridge, desk, stove, electric heater, storage benches w/ filters, coveralls, & globed incandescent interior lighting. Light plant / accumulator section; utility bench, vise, buffer/grinder, locking storage compartments, wrench boards, lubricants, slings, chains, w/ electric heater, grinder, vice, work benches & incinolet toilet. Class III accumulator; 3-station electric over hydraulic operation, equipped with approximately 280-litre reservoir w/ pump powered by Weg 15-hp electric motor c/w hydraulically - operated BOP hose reels & carrier-mounted remote. Light Plant; Isuzu Model EE-4BG1T 4- cylinder diesel unitized with Stamford 55- kW generator c/w day tank, electric start & switchgear s/n 49606. Incinolet Model WB electric toilet.
- Current

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- 23 (1) USED 2003 Freightliner Columbia tandem axle truck s/n 1FVPA6AV43PL05431. Rock Well Model 941 spring-ride front axle rated at 14,000-lb mounted on polished aluminum wheels equipped w/ 65R22.5 tires w/ air-operated brakes & ABS braking system. Tridem rear drive axels rated at 56,000-lbs equipped w/ air-ride suspension mounted on polished aluminum wheels equipped w/ 11R22.5 tires w/ air-operated brakes & ABS braking system. Truck is c/w dual fuel tanks, chains, tire chalks etc. Cat Model C15 turbo-charged diesel engine rated @ 450-hp @ 2100 rpm s/n 6NZ87182. Transmission; Eaton Model RTLO-16918B, 18-speed manual transmission. Service body; approximately 8-ft wide x 20-ft long. Body is equipped w/ roll-back access tarp, locking storage compartments, built-in tool boxes, BOP stand, tong rack, lubricator rack, etc. Rig Support Equipment; (1) Lot of safety equipment including; fire extinguishers, two SCBA 30-minute air packs, safety glasses & shields, basket stretcher, first aid kits, safety signs, safety & climbing belts, eye wash stations, fire blanket, (2) SALA self-retracting lifelines, SALA rig-rider, high-angle rescue kit, etc. (1) Lot of general rig tools including hand wrenches, screwdrivers, hammers, pipe wrenches, jacks, wire brushes, crow bars, cable cutters, drills, file sets, sledge hammers, shovels, tiger torch, bench grinders, etc. (1) Lot spare parts & consumables including mud pump parts, table inserts, valves, hoses, filters, wire rope, slings, unions, fist grips, bull plugs, chains, hose clamps, nipples, etc. Current
- 24 (1) USED Rig Carrier; 1978 Cardwell Model B140 s/n 78244, 4- axle self-propelled back-in carrier. Rockwell tandem-steer spring-ride front axels equipped w/ steel wheels mounted on 445/65-22.5 tires w/ ABS braking system. Rockwell tandem-drive rear axels mounted on steel wheels equipped w/ 12R22.5 tires w/ ABS braking system. Single-man insulated cab w/ controls, built-in tool boxes, fuel tanks, wing walk and adjustable working platform. Mast; 1978 Cardwell Model 72-140, 21.9-m (72-ft) square-tubing stiff mast, 62,300-daN hook-load capacity w/ 4-lines, primary & secondary fall arrest systems, 2-in standpipe & six sheave crown assembly s/n CE-4544. Drawworks; Cardwell Model K150 doubledrum drawworks. Main drum; 203-mm (8-in) x 914-mm (36-in). Sandline drum; 203-mm (8-in) x 914-mm (36-in), c/w crownsaver, Kobelt band 36-in, Model 122 hydromantic brake clutch, mechanical drum brake & Crown-O-Matic crown. Engine; Detroit Series 60 14.0-L turbocharged diesel drive engine rated @ 665-hp @ 2300 rpm s/n 04RE102775. Transmission; Allison Model CLT750 torque-tube drive automatic transmission s/n 2510014086. Bevel right angle drive box. Drill & Sandline; 1-inch (25.4-mm) drillline & 1/2-in (12.7-mm) sandline. Hydraulic System; rig-mounted hydraulic system with approximately 200-gal tank, hydraulic pump, manifold, filters & hoses, System operates one 3-stage mast raising cylinder, (2) rear levelling jacks & two midship jacks, power tong, (2) deck winches, etc. Class II carrier-mounted 22-gal accumulator system. Current
- 25 (1) USED 2006 Western Star Tri Drive s/n 5KJRALCV86PV36016 w/ springride front axle mounted on polished aluminum wheels w/ 425/65R22.5 tires w/ air-operated brakes & ABS braking system. Tridem tri-drive rear axels w/ airride suspension mounted on polished aluminum wheels w/ 11R22.5 tires w/ air-operated brakes & ABS braking system. Truck is equipped with; driver's air-ride seat, tire chains, chalks etc. Engine; Cat Model 3406E diesel engine rated at 475-hp. Transmission; Eaton Model RTLO- 20918B, 18-speed manual transmission. Hydraulic system; approximately 60-gal tank, Chelsea power take-off & two-stage hydraulic pump. Tulsa Model 30BBX4L2F winch; 30,000-lb Gardner Denver triplex mud pump, 300-hp, 35,000-kPa wp, 4-in x 5-in c/w forged fluid end, quick-change heads, 5-valve manifold pulsation dampener, Bowie charge pump, w/ 2-in pressure gauge & Mud Tank; Steel-fabricated 32-m 200-bbl) mud tank with settling-trough, two compartments, w/ valves, degasser, c/w flow line, chiksans & mud hoses. Traveling & Rig Floor Equipment; McKissick Fig 83AWT-20, 75-ton traveling block assembly w/ (3) 20-in sheaves grooved for 1-in line. (1) Set Gill Type 500 hydraulic power tubing tongs. Current

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- 26 (1) set x 1-3/4-in x 72-in weld less elevator links, 150-ton capacity. Canglobal Model Clipper weight indicator, 0-90,000-daN, calibrated to 62,000-daN. Cavins depthometer for 14.28-mm sandline. B.O.P. Equipment; IEI (Control Tech) Model CS double-gate ram preventer, 179-mm (7-1/16 in) x 35,000-kPa (5,000-psi) wp, Nace Trim. Spool, 179-mm (7-1/16 in) x 35,000-kPa (5,000-psi) wp w/ 51-mm outlet valve. BOP hoses, valves, hoses, studs, nuts, etc. (2) Hi-Kalibre safety valves, 73 & 73-mm. (1) Lot of saver subs, 73 & 89-mm. Tubing & Rod Handling Equipment; (1) Set Cavins 82.5-ton tubing spider w/ 3 1/2-in (89-mm) slip body. (1) Set Mission shallow hand slips w/ 60 to 89-mm dies. (1) set AOT 100-ton 60-mm (2-3/8 in) tubing elevators. (1) set BJ 100-ton 73-mm (2-7/8 in) tubing elevators. (2) Rod elevators, 5/8-in to 1-in. (4) Rod wrenches, 5/8-in to 1-in. 76-mm rod table w/ brass rod guide. Trico Model 554-578-600, 25-ton rod hook w/ clevis. (1) Regan 3-in 76-mm x 21,000-kPa rod BOP. (1) 10-ton BOP elevator w/ pick-up slings. (1) lot of rod chaser, tubing drifts, rod transfers, etc. (1) Lot of Pup joints, 60-mm & 73-mm. Servicing & Swabbing Equipment; Guiberson type HD tandem oil saver w/ high pressure pump & hose. Lubricator, (2) 76-mm x 4.57-m (3-in x 20-ft) w/ Fig 200 unions. 600/900 Series hydraulic tubing pack-off spool. Lift mandrels, rod jars, knuckle joints, rope sockets, sinker bars, tubulars rod jars, centrifuge, etc. Swab tree assembly w/ 76-mm x 21,000-kPa Demco valve, 76-mm FP rod BOP, flow tee & 51-mm ball valve. Current
- 27 (1) USED 2001 mobile doghouse trailer s/n 2C9HB46D812044028 ; equipped with spring-ride tandem 10,000-lbs axels mounted on 225/70R22.5 tires. Trailer is c/w change shack & light plant. Light Plant; Isuzu 3-cylinder diesel unitized with Stamford 25-kW generator c/w day tank, electric start & switchgear. Incinolet Model WB electric toilet. Transmission; Eaton Model RTLO-16918B, 18-speed manual transmission. Hydraulic system; approximately 40-gal tank, Chelsea power take-off & hydraulic pump. Tulsa Model 30BBX4L2F winch; 30,000-lb Junk skid; approximately 8-ft wide x 16-ft long. Body is equipped w/ locking storage compartments, built-in tool boxes, BOP stand, tong rack, lubricator rack, etc. Rig Support Equipment; (1) Lot of safety equipment including; fire extinguishers, two SCBA 30-minute air packs, safety glasses & shields, basket stretcher, first aid kits, safety signs, safety & climbing belts, eye wash stations, fire blanket, (2) SALA self-retracting lifelines, SALA rig-rider, high-angle rescue kit, etc. (1) Lot of general rig tools including hand wrenches, screwdrivers, hammers, pipe wrenches, jacks, wire brushes, crow bars, cable cutters, drills, file sets, sledge hammers, shovels, tiger torch, bench (1) Lot spare parts & consumables including mud pump parts, table inserts, valves, hoses, filters, wire rope, slings, unions, fist grips, bull plugs, chains, hose clamps, nipples, etc. Current



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- 28 (1) USED Rig Carrier; 1980 Franks Type 300 s/n 196087 free standing 4-axle self-propelled back-in carrier. Tandem-steer front axels equipped w/ polished aluminum wheels mounted on new 445/65-22.5 tires with approximately 15-mm of tread remaining complete with ABS braking system & Reyco suspension. Meritor tandem-drive Rockwell rear axels equipped with polished aluminum wheels mounted on 11R/24.5 tires with approximately 18-mm of tread remaining complete with ABS braking system. Singleman insulated cab w/ air-ride seat, fan, controls & gauges, built-in tool boxes, fuel tanks, wing walk and adjustable working platform. Mast; 1980 Franks Model KR069 1405, 21-m (69-ft) square-tubing free standing stiff mast, 53,400-daN (120,000-lbs) hook-load capacity w/ 4-lines, primary & secondary fall arrest systems, 2-in standpipe & 4 sheave crown assembly w/ (3) 20-in sheaves grooved for 3/4-in line & (1) 16-in sheave grooved for 1/2-in line. Rear stabilization shoe with leveling jacks and swing out stabilization arms s/n J12655. Drawworks; Frank Model double-drum 42X10 drawworks. Main drum; 254-mm (10-in) x 1,066-mm (42-in). Sandline drum; 38-in dia x 8-in wide, c/w crown-saver, disc brake & crown saver. Engine; Detroit Series 50 8.5-litre turbocharged diesel drive engine rated at 315-hp @ approximately 2,100 rpm s/n 04R0023225. Transmission; Allison Model HT750 torquetube drive automatic transmission & Chelsea PTO drive. Right angle drive box. Drill & Sandline; 1-inch (25.4-mm) x 3,000-m drilline & 1/2-in (12.7-mm) sandline. Hydraulic System; rig-mounted hydraulic system with approximately 250-gal tank, hydraulic power unit complete with Girdel hydraulic services pump, thermal exchanger, manifold, filters & hoses. System operates one 3-stage mast raising cylinder, power tong, deck winches, etc. Current
- 29 (1) USED 2003 Freightliner Model FLD120 truck s/n 1FVPALAV83PL04474 equipped w/ Rock Well spring-ride front axel rated at 14,000-lbs mounted on polished aluminum wheels fitted with 385/65R22.5 tires w/ approximately 12-mm of tread remaining, air-operated brakes & ABS braking system. Tri-drive rear axels rated at 55,000-lbs equipped w/ air-ride suspension mounted on polished aluminum wheels w/ 11R24.5 tires w/ approximately 10-mm of tread remaining, air-operated brakes & ABS braking system. Truck is equipped with; (2) cylinder hydraulic live roll, driver's air-ride seat, tire chains, chocks. Engine; Cat Model C15 diesel engine rated at 450-hp @ approximately 2,100-rpm s/n 6NZ74661. Transmission; Eaton Fuller Model RTLO-20918B, 18-speed manual transmission. Hydraulic system; approximately 60-gal tank, power take-off & two-stage hydraulic pump. Tulsa Model 30BBX4L2F winch; 30,000-lb. Eweco (Empire) Model E300 triplex mud pump, 330-hp, 35,000-kPa wp, 5-in x 6-in c/w forged fluid end, quick-change heads, 7-valve, 5,000-psi manifold, pulsation dampener, Bowie charge pump w/ 2-in pressure gauge & relief valve. Mud Tank; Steel-fabricated 30-m 188-bbl mud tank with settling-trough, two compartments, w/ valves, degasser, c/w flow line, steam coils, fill lines, man lift, external tank gauge, chocks & mud. Condition Assessment; Mud system and tank is new (not truck). Drop box. Spark arrestors. Stretched frame Traveling & Rig Floor Equipment; McKissick Model Fig. 83A, 75-ton traveling block assembly w/ (3) 20-in sheaves grooved for 1-in line s/n W12163. Current

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- 30 (1) set Foster Type 593-R hydraulic power tubing tongs. (1) set Oil Country 1-3/4-in x 72-in weld less elevator links, 150-ton capacity s/n 38028391-04A/04B. Clipper Model weight indicator, 0-90,000- daN, calibrated to 62,000-dan s/n KCW00205. Cavins depthometer for 14.28-mm.B.O.P. Equipment; IEI (Control Tech) Model DBL double-gate ram preventer, 179-mm (7-1/16 in) x 35,000-kPa (5,000-psi) wp, Nace Trim s/n CT3465. Spool, 179-mm (7-1/16 in) x 21,000-kPa (3,000-psi) wp w/ 51-mm outlet valve s/n API33911. Accumulator; 22-gal class II rig mounted accumulator system. BOP hoses, valves, hoses, studs, nuts, etc. (2) Hi-Kalibre safety valves, 73 & 89-mm. (1) Lot of saver subs, 73 & 89-mm.Tubing & Rod Handling Equipment;(1) Set Cavins 82.5-ton tubing spider w/ 3 1/2-in (89-mm) slip body. (1) Set Mission shallow hand slips w/ 60 to 89-mm dies. (1) set 2 -in Type CL Upset 100-ton tubing Elevators s/n 36737080-01. (1) set 2 -in Type CL Upset 100-ton tubing elevators s/n 34353023-04. Rod elevators, 5/8-in to 1-in. (4) Rod wrenches, 5/8-in to 1-in. 76-mm rod table w/ brass rod guide. Trico Model 554-578-600, 25-ton rod hook w/ clevis s/n H0611007. (1) Regan 3-in 76-mm x 21,000-kPa rod BOP. (1) 10-ton BOP elevator w/ pick-up slings. (1) lot of rod chaser, tubing drifts, rod transfers, etc. (1) Lot of Pup joints, 60-mm & 73-mm. Servicing & Swabbing Equipment; Guibberson type HD tandem oil saver w/ high pressure pump & hose. Lubricator, (2) 76-mm x 4.57-m (3-in x 20-ft) w/ Fig 200 unions. 600/900 Series hydraulic tubing pack-off spool. Lift mandrels, rod jars, knuckle joints, rope sockets, sinker bars, tubulars rod jars, centrifuge, etc. Swab tree assembly w/ 76-mm x 21,000- kPa Demco valve, 76-mm FP rod BOP, flow tee & 51-mm ball valve. Current
- 31 (1) USED 2001 International Model 5900i 6X4 Series s/n 1HTXRAET11J086477 tandem-axle tractor powered by Cummins Model N14460E1 turbo charged diesel engine rated at 450-hp @ 2,100 rpm. Engine is unitized with w/ Eaton Fuller 10 speed manual transmission & PTO. Tractor has single steer front axle mounted on 12R/22.5 tires w/ approximately 14-mm of tread remaining. Tractor has Tandem rear axles mounted on 11R24.5 tires w/ approximately 18-m of tread remaining. Truck also equipped w/ rear exterior lighting, rear hitch, drivers air ride seat, air ride suspension. Service body; approximately 8-ft wide x 20-ft long. Body is equipped w/ roll-back access tarp, locking storage compartments, built-in tool boxes, BOP stand with slider, tong rack, lubricator rack, etc. Condition Assessment; Truck frame stretched to accommodate deck and slider for BOP stand. Whole unit recently painted. Current
- 32 (1) USED 2012 MWS Model MWS s/n 2M91DV3B7CC185008 mobile doghouse trailer approximately 8-ft wide x 32-ft long. Trailer is equipped with spring-ride tandem 10,000-lbs axels mounted on dual wheels fitted with 225/70R22.5 tires. Change shack/ doghouse section; (8) lockers, knowledge box, fridge, desk, electric heater, storage benches, locking storage cabinets & fluorescent interior lighting. Light plant section; utility bench, vise, locking storage compartments, wrench boards, lubricants, slings, chains, w/ electric heater, grinder, vice, work benches & incinolet electric toilet. Light Plant; Isuzu Model NEMA powered by Isuzu Model 4BG1T 4-cylinder diesel unitized with Stamford 42-kW generator c/w day tank, electric start & switchgear s/n A05D389308. Rig Support Equipment; (1) Lot of safety equipment including; fire extinguishers, two SCBA 30-minute air packs, safety glasses & shields, basket stretcher, first aid kits, safety signs, safety & climbing belts, eye wash stations, fire blanket, (2) SALA self-retracting lifelines, SALA rig-rider, high-angle rescue kit, etc. (1) Lot of general rig tools including hand wrenches, screwdrivers, hammers, pipe wrenches, jacks, wire brushes, crow bars, cable cutters, drills, file sets, sledge hammers, shovels, tiger torch, bench grinders, etc. (1) Lot spare parts & consumables including mud pump parts, table inserts, valves, hoses, filters, wire rope, slings, unions, fist grips, bull plung, chains, hose clamps, nipples, etc. Current

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- 33 (1) USED 2013 DynaWinch Model CD3-323 s/n 20856 recorder body 8-ft 6-in wide x 8-ft 6-in long constructed of 100% aluminum-structure. Recorder body is equipped w/ control console, locking storage cabinets, light table, 12-V & 120-V wiring, interior & exterior lighting, roof-mounted AC/heating unit, bus heater, etc. CSS DAS 2000 data acquisition system with rack mount chassis and printer 840 DL printer. Service body 8-ft 6-in wide x 18-ft 6-in long with two rear hydraulic stabilizers and locking storage compartments, class 1.1 B and 1.4 S storage magazines, headache rack/crown stand, rear working platform, (1) 10-Kw hydraulic generator with thermal exchanger and switch gear. Mast; Telescoping 52-ft 6-in overall working height rated for 37,000-lbs w/ -in diameter line for swabbing. Mast is equipped w/ (1) 16-in sheave grooved for -in E-Line (approximately 2800-m line on), (2) TCP sheaves grooved for -in line (approximately 800-ft line on), (2) 10-in sheaves grooved for -in winch line, (2) two-stage mast raising cylinders, (2) mast guy lines c/w mounting frame, (2) 9,000-lb utility winches & lighting s/n 24030. Single-drum E-line drawworks; 42-in flange with capacity for 6,000-m of -in braided line. Drawworks is equipped with pneumatic brakes, heavy-duty pillow block bearings, & IEC slip ring. Single-drum TCP drawworks; 29-in flange with capacity for 250-m of -in wire rope. Drawworks is equipped with pneumatic brakes, heavy-duty pillow block bearings, control console (located at rear of unit) & weight indicator. Drawworks is energized by 2-speed planetary gear box unitized with Sauer 2- speed hydraulic motor. E-line measuring head assembly; measuring head grooved for -in E-line c/w encoders & VRoller guide assembly (side-to-side movement), load cell & electronic depth counter. Current
- 34 (1) USED 2013 International Paystar Model 5918x6 tri drive truck s/n 1HTXVSJT8DJ146041; powered by Cummins Model A 475 diesel engine rated at 475-hp @ 1,700-hp unitized with Eaton Model RTLO16918B 18-speed manual transmission. Truck is equipped with; dual power steering boxes unitized to 20,000-lb spring-ride front axles mounted on 445/65R22.5 tires with polished aluminum wheels and air-operated brakes. Tri-drive rear axles rated at 54,000 lbs are equipped with airride suspension mounted on 11R24.5 tires, polished aluminum wheels and air-operated brakes. Conventional cab equipped with A/C, driver air ride seat, and Motorola 2 way radio, tire chains, chalks etc. Lot of support equipment including; McKissick 35-ton traveling block, casing swab mandrel, Baker 10 & 20 setting tools, (4) 3 -in dump bailers, 3 -in & 5 -in lubricators, Vanoil 5 -in R45 x 3000-psi flange, 3 -in x 3,000-psi BOP, 5 -in x 5,000-psi BOP w/ Nace trim, Vanoil 4 -in x 5 -in x 3,000-psi flotee, set of CSS bow spring logging centralizers, CSS multiplex bond log tool, gamma tool, sinker bar, collar locators, oil saver w/ pump & rubbers, subs, Type 4 & 6 magazines, (3) 17-in sheave wheels grooved for -in line, CCL assembly w/ junk basket & gauge ring noise. Current

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- 35 (1) USED 2005 DynaWinch Model CDC-323 s/n 21270 recorder body 8-ft 6-in wide x 8-ft 6-in long constructed of 100% aluminum-structure. Recorder body is equipped w/ control console, locking storage cabinets, light table, 12-V & 120-V wiring, interior & exterior lighting, roof mounted AC/heating unit, bus heater, etc. CSS DAS 2000 data acquisition system with rack mount chassis and printer 840 DL. Service body 8-ft 6-in wide x 18-ft 6-in long with two rear hydraulic stabilizers and locking storage compartments, class 1.1 B and 1.4 S storage magazines, headache rack/crown stand, rear working platform, (1) 10-Kw hydraulic generator with thermal exchanger. Mast; Telescoping 52-ft 6-in overall working height rated for 37,000-lbs w/ -in diameter line for swabbing. Mast is equipped w/ (1) 16- in sheave grooved for -in E-Line (approximately 4,800-m line on), (2) TCP sheaves grooved for -in line (approximately 800-ft line on), (2) 10-in sheaves grooved for -in winch line, (2) two-stage mast raising cylinders, (2) mast guy lines c/w mounting frame, (2) 9,000-lb utility winches & lighting. Last inspected April 13, 2010; mast s/n 21270. Single-drum E-line drawworks; 42-in flange with capacity for 6,000-m of -in braided line. Drawworks is equipped with pneumatic brakes, heavy-duty pillow block bearings, & IEC slip ring. Drawworks is energized by hydraulic motor s/n 054381889. Single-drum TCP drawworks; 29-in flange with capacity for 250-m of -in wire rope. Drawworks is equipped with pneumatic brakes, heavy-duty pillow block bearings, control console (located at rear of unit) & weight indicator. Drawworks is energized by hydraulic motor s/n 054081345. E-line measuring head assembly; measuring head grooved for -in E-line c/w encoders & V-Roller guide assembly (side-to-side movement), load cell & electronic depth. Current
- 36 (1) USED 2005 International Paystar Model 5900I 8x6 Tri-axle truck s/n 1HTXTAPT26J225893 ; powered by Cummins Model ISX 450 diesel engine rated at 450-hp (15,026-metered hours) unitized with Eaton Model RTLO16918B 18-speed manual transmission. Truck is equipped with; dual power steering boxes unitized to 20,000-lb spring-ride front axles mounted on 445/65R22.5 tires with approximately 10-mm of tread & polished aluminum wheels with air - operated brakes. Current  
Tridem rear axles rated at 52,000 lbs equipped with air-ride suspension mounted on 11R24.5 tires, polished aluminum wheels. Lot of support equipment including; McKissick 35-ton traveling block, casing swab mandrel, Baker 10 & 20 setting tools, (4) 3 -in dump bailers, 3 -in & 5 -in lubricators, Vanoil 5 -in R45 x 3000-psi flange, 3 -in x 3,000-psi BOP, 5 -in x 5,000-psi BOP w/ nace trim, Vanoil 4 -in x 5 -in x 3,000-psi flotee, set of CSS bow spring logging centralizers, CSS multiplex bond log tool, gamma tool, sinker bar, collar locators, oil saver w/ pump & rubbers, subs, Type 4 & 6 magazines, (3) 17-in sheave wheels grooved for -in line, CCL assembly w/ junk basket & gauge ring noise temp, wire line tools, (1) Laptop, 8-kW hydraulically - powered generator, hand tools etc.

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- 37 (1) USED 2007 DynaWinch s/n 21681 recorder body 8-ft 6-in wide x 8-ft 6-in long constructed of 100% aluminum structure. Recorder body is equipped w/ control console, locking storage cabinets, light table, 12-V & 120-V wiring, interior & exterior lighting, roof-mounted AC/heating unit, bus heater, etc. CSS DAS 2000 data acquisition system with rack mount chassis and printer 840 DL printer. Service body 8-ft 6-in wide x 18-ft 6-in long with two rear hydraulic stabilizers and locking storage compartments, class 1.1 B and 1.4 S storage magazines, headache rack/crown stand, rear working platform, (1) 10-Kw hydraulic generator with thermal exchanger and switch gear. Mast; Telescoping 52-ft 6-in overall working height rated for 37,000-lbs w/ -in diameter line for swabbing. Mast is equipped w/ (1) 16-in sheave grooved for -in E-Line (approximately 2800-m line on), (2) TCP sheaves grooved for -in line (approximately 800-ft line on), (2) 10-in sheaves grooved for -in winch line, (2) two-stage mast raising cylinders, (2) mast guy lines c/w mounting frame, (2) 9,000-lb utility winches & lighting; mast s/n 21681. Single-drum E-line drawworks; 42-in flange with capacity for 6,000-m of -in braided line. Drawworks is equipped with pneumatic brakes, heavy-duty pillow block bearings, & IEC slip ring. Drawworks is energized by 2-speed planetary gear box unitized with Sauer hydraulic motor. Single-drum TCP drawworks; 29-in flange with capacity for 250-m of -in wire rope. Drawworks is equipped with pneumatic brakes, heavy-duty pillow block bearings, control console (located at rear of unit) & weight indicator. Drawworks is energized by 2-speed planetary gear box unitized with Sauer 2-speed hydraulic motor. E-line measuring head assembly; measuring head grooved for -in E-line c/w encoders & V-Roller guide assembly (side-to-side movement), load cell & electronic depth counter. Current
- 38 (1) USED 2007 International Model 5618 7X6 Tri-axle truck s/n 1HTXSAPT67J407021; powered by Cummins Model ISX475 diesel engine rated at 475-hp unitized with Eaton Model RTLO16918B 18-speed manual transmission. Truck is equipped with; dual power steering boxes unitized to 23,000-lb spring-ride front axles mounted on 445/65R22.5 tires with polished aluminum wheels & air - operated brakes. Tridem rear axles rated at 53,000 lbs equipped with airride suspension mounted on 11R24.5 tires w/ polished aluminum wheels. Conventional cab equipped with A/C, driver and passenger ride air seats, and Motorola 2 way radio, tire chains, chocks etc. Lot of support equipment including; McKissick 35-ton traveling block, casing swab mandrel, Baker 10 & 20 setting tools, (4) 3 -in dump bailers, 3 -in & 5 -in lubricators, Vanoil 5 -in R45 x 3000-psi flange, 3 -in x 3,000-psi BOP, 5 -in x 5,000-psi BOP w/ Nace trim, Vanoil 4 -in x 5 -in x 3,000-psi flotee, set of CSS bow spring logging centralizers, CSS multiplex bond log tool, gamma tool, sinker bar, collar locators, oil saver w/ pump & rubbers, subs, Type 4 & 6 magazines, (3) 17-in sheave wheels grooved for -in line, CCL assembly w/ junk basket & gauge ring noise temp, wire line tools, (1) Laptop, 8-kW hydraulically - powered generator, hand tools etc. Current

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- 39 (1) USED 2012 DynaWinch s/n 33844 recorder body 8-ft 6-in wide x 8-ft 6-in long constructed of 100% aluminum-structure. Recorder body is equipped w/ control console, locking storage cabinets, light table, 12-V & 120-V. CSS DAS 2000 data acquisition system with rack mount chassis and printer 840 DL printer. Service body 8-ft 6-in wide x 18-ft 6-in long with two rear hydraulic stabilizers and locking storage compartments, class 1.1 B and 1.4 S storage magazines, headache rack/crown stand, rear working platform, (1) 10-Kw hydraulic generator with thermal exchanger and switch gear. Mast; Telescoping 62-ft overall working height rated for 33,500-lb safe working load single line w/ guy lines, 67,000-lbs total mast static load. Mast is equipped w/ (1) 16-in sheave grooved for -in E-Line (approximately 2800-m line on), (2) TCP sheaves grooved for -in line (approximately 800-ft line on), (2) 10-in sheaves grooved for -in winch line, (2) twostage mast raising cylinders, (2) mast guy lines c/w mounting frame, (2) 9,000-lb utility s/n 23844. Single-drum E-line drawworks; 42-in flange with capacity for 6,000-m of -in braided line. Drawworks is equipped with pneumatic brakes, heavy-duty pillow block bearings, & IEC slip ring. Drawworks is energized by 2-speed planetary gear box unitized with Sauer hydraulic motor. Single-drum TCP drawworks; 29-in flange with capacity for 250-m of -in wire rope. Drawworks is equipped with pneumatic brakes, heavy-duty pillow block bearings, control console (located at rear of unit) & weight indicator. Drawworks is energized by 2-speed planetary gear box unitized with Sauer 2-speed hydraulic motor. E-line measuring head assembly; measuring head grooved for -in E-line c/w encoders & V-Roller guide assembly (sideto-side movement), load cell & electronic depth counter. Current
- 40 (1) USED 2011 International Model Paystar tandemsteer tri-drive truck s/n 1HTXVAPT2BJ196710 ; powered by Cummins Model ISX600 diesel engine rated at 475-hp unitized with Eaton Model RTLO16918B 18-speed manual transmission. Truck is equipped with; dual power steering boxes unitized to 23,000-lb spring-ride front axles mounted on 445/65R22.5 tires with polished aluminum wheels & air - operated brakes. Tridem rear axles rated at 53,000 lbs equipped with air-ride suspension mounted on 11R24.5 tires w/ polished aluminum wheels. Conventional cab equipped with A/C, driver and passenger ride air seats, and Motorola 2 way radio, tire chains, chaks etc. Lot of support equipment including; McKissick 35-ton traveling block, casing swab mandrel, Baker 10 & 20 setting tools, (4) 3 -in dump bailers, 3 -in & 5 -in lubricators, Vanoil 5 -in R45 x 3000-psi flange, 3 -in x 3,000-psi BOP, 5 -in x 5,000-psi BOP w/ Nace trim, Vanoil 4 -in x 5 -in x 3,000-psi flotee, set of CSS bow spring logging centralizers, CSS multiplex bond log tool, gamma tool, sinker bar, collar locators, oil saver w/ pump & rubbers, subs, Type 4 & 6 magazines, (3) 17-in sheave wheels grooved for -in line, CCL assembly w/ junk basket & gauge ring noise temp, wire line tools, (1) Laptop, 8-kW hydraulically - powered generator, hand tools etc. Current

Search ID#: Z10255353

- 41 (1) USED 2013 International Paystar Model 5918x6 tridrive truck s/n 1HTNWSMT3DJ603273 ; powered by Cummins Model ISX 450 diesel engine rated at 450-hp unitized with Eaton Model RTLO16918B 18-speed manual transmission. Truck is equipped with; dual power steering boxes unitized to 20,000-lb spring-ride front axles mounted on 425/65R22.5 tires with polished aluminum wheels and air-operated brakes. Tridem rear axles rated at 52,000 lbs equipped with air-ride suspension mounted on 11R24.5 tires, polished aluminum wheels and air - operated brakes. Conventional cab equipped with A/C, driver air ride seat, and Motorola 2 way radio, tire chains, chocks etc. Truck is equipped with steel-constructed wood plank decked; 8-ft 6-in wide x 20-ft long c/w live roll & Tulsa Model 08C6 winch, 20,000-lb pull rating & junk basket with elbows, chick sans etc. Jolly Engineering Services Model JES-300 mud pump; 5-in x 6-in x 5,000-psi rated at 160-hp c/w standard heads, pulsation chamber, Oteco pressure valve, 2-in relief valve, 5-valve 2-in x 3000 psi manifold, Bowie Model 33 pre-charge pump & control console. Pump is energized by drop box via truck PTO s/n 120. (1) 28-m 2 section tank with; degasser, (2) guns, (2) gate valves, telescopic lighting, (20) 2-in joints line pipe x 3000-psi, 30-ft 4-in x 150-psi suction hose, (1) 30-ft and (1) 40-ft kelly hose x 3625-psi. Tank c/w tripod man lift with manual winch. Tank is mounted on 8-ft 6-in wide 20-ft long. Current
- 42 (1) USED 1996 Western Star Model tri drive truck s/n 2WLNCCFF0TK941183; powered by a diesel engine rated at approximately 450-hp unitized with Eaton Model RTLO16918B 18-speed manual transmission. Truck is equipped with; dual power steering boxes unitized to 20,000-lb spring-ride front axles mounted on 445/65R22.5 tires with polished aluminum wheels and air-operated brakes. Tridem rear axles rated at 52,000 lbs equipped with air-ride suspension mounted on 11R24.5 tires, polished aluminum wheels and air - operated brakes. Conventional cab equipped with A/C, driver air ride seat, and Motorola 2 way radio, tire chains, chocks etc. Truck is equipped with steel-constructed wood plank decked; 8-ft 6-in wide x 20-ft long c/w live roll & Tulsa Model 08C6 winch, 20,000-lb pull rating & junk basket with elbows, chick sans etc. Garder Denver Model TEE mud pump; 4-in x 5-in c/w standard heads, pulsation chamber, Oteco pressure valve, 2-in relief valve, 5-valve 2-in x 3000 psi manifold, Bowie Model 33 precharge pump & control console. Pump is energized by drop box via truck PTO s/n 0010377. (1) 28-m 2 section tank with; degasser, (2) guns, (2) gate valves, telescopic lighting, (20) 2-in joints line pipe x 3000-psi, 30-ft 4-in x 150-psi suction hose, (1) 30-ft and (1) 40-ft Kelly hose x 3625-psi. Tank c/w tripod man lift with manual winch. Current
- 43 (1) USED 2005 International Model 5600 6X4 tri-drive truck s/n 1HTXSAPT35J055979 ; powered by Cummins diesel engine rated at approximately 450-hp unitized with Eaton Model RTLO16918B 18-speed manual transmission. Truck is equipped with; dual power steering boxes unitized to 20,000-lb spring-ride front axles mounted on 445/65R22.5 tires with polished aluminum wheels and air-operated brakes. Tridem rear axles rated at 52,000 lbs equipped with airride suspension mounted on 11R24.5 tires, polished aluminum wheels and air - operated brakes. Conventional cab equipped with A/C, driver air ride seat, and Motorola 2 way radio, tire chains, chocks etc. Truck is equipped with steel-constructed wood plank decked; 8-ft 6-in wide x 20-ft long c/w live roll & Tulsa Model 08C6 winch, 20,000-lb pull rating & junk basket with elbows, chick sans etc. Empire Model E-300 mud pump; 4-in x 5-in c/w standard heads, pulsation chamber, Oteco pressure valve, 2-in relief valve, 5-valve 2-in x 3000 psi manifold, Bowie Model 33 pre-charge pump & control console. Pump is energized by drop box via truck PTO s/n 1201. (1) 28-m 2 section tank with; degasser, (2) guns, (2) gate valves, telescopic lighting, (20) 2-in joints line pipe x 3000-psi, 30-ft 4-in x 150 psi suction hose, (1) 30-ft and (1) 40-ft kelly hose x 3625-psi. Tank c/w tripod man lift with manual winch. Current

Search ID#: Z10255353

- 44 (1) USED 2005 Western Star tri-drive truck s/n 5KKPALCK45PU76629; powered by Detroit Series 60 diesel engine rated at approximately 450-hp unitized with Eaton Model RTLO16918B 18-speed manual transmission. Truck is equipped with; dual power steering boxes unitized to 20,000-lb spring-ride front axles mounted on 445/65R22.5 tires with polished aluminum wheels and air-operated brakes. Tri-drive rear axles rated at 52,000 lbs equipped with air-ride suspension mounted on 11R24.5 tires, polished aluminum wheels and air - operated brakes. Conventional cab equipped with A/C, driver air ride seat, and Motorola 2 way radio, tire chains, chocks etc. Truck is equipped with steel-constructed wood plank decked; 8-ft 6-in wide x 20-ft long c/w live roll & Tulsa Model 08C6 winch, 20,000-lb pull rating & junk basket with elbows, chick sans etc. Empire Model E-300 mud pump; 4-in x 5-in c/w standard heads, pulsation chamber, Oteco pressure valve, 2-in relief valve, 5-valve 2-in x 3000 psi manifold, Bowie Model 33 pre-charge pump & control console. Pump is energized by drop box via truck PTO s/n 1201. (1) 28-m 2 section tank with; degasser, (2) guns, (2) gate valves, telescopic lighting, (20) 2-in joints line pipe x 3000-psi, 30-ft 4-in x 150-psi suction hose, (1) 30-ft and (1) 40-ft kelly hose x 3625-psi. Tank c/w tripod man lift with manual winch. Current
- 45 (1) USED 2013 International Model 7500SBA6X4 single-axle truck s/n 1HTWNAZT5DJ304393; powered by Maxxforce Model GDT 350 diesel engine rated at 350-hp @ 2,000-rpm unitized with Allison Model 3000RDS automatic 6-speed transmission. Truck is equipped with; 16,000-lb front axle mounted on 315/80R22.5 tires with painted steel wheels and air-operated brakes. Rear axle rated at 20,000 lbs equipped with airride suspension mounted on 11R22.5 tires w/ painted steel wheels and air-operated brakes. Conventional cab equipped with A/C, driver air ride seat, and Motorola 2 way radio, tire chains, chocks etc. Dynawinch BOP support deck; approximately 8 -ft wide x 22-ft long w/ BOP stump c/w Warn positioning winch, tubular wall racks, chic-san hangers, caged junk baskets, custom locking cabinetry, head ache rack, aluminum stairwell, lighting etc s/n 24058. Electric over hydraulic 3,000-psi Class II accumulator system equipped w/ 45-gal reservoir, nitrogen back-up, hose reels, direct & remote (rig-mounted) controls s/n 1201. Lot of support equipment including; Guibberson Type 1 air slips, Mission Low-Lie slips, tubing elevators (2 -in 2 -in inserts), Web Wilson 2-in dia x 53-tons bails, TEDA (Chinese) Model XYQ6B power tongs c/w 2-in 3 -in dies, lot of rod tools including; rod hook, elevators, wrenches, etc. Current
- 46 (1) USED 2012 International Model 7500SBA6X4 single-axle truck s/n 1HTWNAZT1CJ603037; powered by Maxxforce Model GDT 350 diesel engine rated at 350-hp @ 2,000-rpm unitized with Allison Model 3000RDS automatic 6-speed transmission. Truck is equipped with; 16,000-lb front axle mounted on 315/80R22.5 tires with painted steel wheels and air-operated brakes. Rear axle rated at 20,000 lbs equipped with airride suspension mounted on 11R22.5 tires w/ painted steel wheels and air-operated brakes. Conventional cab equipped with A/C, driver air ride seat, and Motorola 2 way radio, tire chains, chocks etc. Dynawinch BOP support deck; approximately 8 -ft wide x 22-ft long w/ BOP stump c/w Warn positioning winch, tubular wall racks, chic-san hangers, caged junk baskets, custom locking cabinetry, head ache rack, aluminum stairwell, lighting etc. Electric over hydraulic 3,000-psi Class II accumulator system equipped w/ 45-gal reservoir, nitrogen back-up, hose reels, direct & remote (rig-mounted) controls. Lot of support equipment including; Guibberson Type 1 air slips, Mission Low-Lie slips, tubing elevators (2 -in 2 -in inserts), Web Wilson 2-in dia x 53-tons bails, TEDA (Chinese) Model XYQ6B power tongs c/w 2-in 3 -in dies, lot of rod tools. Current



Search ID#: Z10255353

- 47 (1) USED 2012 International Model 7500SBA6X4 single-axle truck s/n 1HTWNAZTLCJ603037; powered by Maxxforce Model GDT 350 diesel engine rated at 350-hp @ 2,000-rpm unitized with Allison Model 3000RDS automatic 6-speed transmission. Truck is equipped with; 16,000-lb front axle mounted on 315/80R22.5 tires with painted steel wheels and air-operated brakes. Rear axle rated at 20,000 lbs equipped with airride suspension mounted on 11R22.5 tires w/ painted steel wheels and air-operated brakes. Conventional cab equipped with A/C, driver air ride seat, and Motorola 2 way radio, tire chains, chocks etc. Dynawinch BOP support deck; approximately 8 -ft wide x 22-ft long w/ BOP stump c/w Warn positioning winch, tubular wall racks, chic-san hangers, caged junk baskets, custom locking cabinetry, head ache rack, aluminum stairwell, lighting etc. Electric over hydraulic 3,000-psi Class II accumulator system equipped w/ 45-gal reservoir, nitrogen back-up, hose reels, direct & remote (rig-mounted) controls. Lot of support equipment including; Guibberson Type 1 air slips, Mission Low-Lie slips, tubing elevators (2 -in 2 -in inserts), Web Wilson 2-in dia x 53-tons bails, TEDA (Chinese) Model XYQ6B power tongs c/w 2-in 3 -in dies, lot of rod tools. Current
- 48 (1) USED 2012 International Model 7500SBA6X4 single axle truck s/n 1HTWNAZT0CJ660216; powered by Maxxforce Model GDT 350 diesel engine rated at 350-hp @ 2,000-rpm unitized with Allison Model 3000RDS automatic 6-speed transmission. Truck is equipped with; 16,000-lb front axle mounted on 315/80R22.5 tires with painted steel wheels and air-operated brakes. Rear axle rated at 20,000 lbs equipped with air-ride suspension mounted on 11R22.5 tires w/ painted steel wheels and air-operated brakes. Conventional cab equipped with A/C, driver air ride seat, and Motorola 2 way radio, tire chains, chocks etc. Dynawinch BOP support deck; approximately 8 -ft wide x 22-ft long w/ BOP stump c/w Warn positioning winch, tubular wall racks, chic-san hangers, caged junk baskets, custom locking cabinetry, head ache rack, aluminum stairwell, lighting etc s/n 23797. Electric over hydraulic 3,000-psi Class II accumulator system equipped w/ 45-gal reservoir, nitrogen back-up, hose reels, direct & remote (rig-mounted) controls. Lot of support equipment including; Guibberson Type 1 air slips, Mission Low-Lie slips, tubing elevators (2 -in 2 -in inserts), Web Wilson 2-in dia x 53-tons bails, TEDA (Chinese) Model XYQ6B power tongs c/w 2-in 3 -in dies, lot of rod tools. Current
- 49 (1) USED 2012 International Model 7500SBA6X4 single-axle truck s/n 1HTWNAZT9CJ07869; powered by Maxxforce Model GDT 350 diesel engine rated at 350-hp @ 2,000-rpm unitized with Allison Model 3000RDS automatic 6-speed transmission. Truck is equipped with; 16,000-lb front axle mounted on 315/80R22.5 tires with painted steel wheels and air-operated brakes. Rear axle rated at 20,000 lbs equipped with airride suspension mounted on 11R22.5 tires w/ painted steel wheels and air-operated brakes. Conventional cab equipped with A/C, driver air ride seat, and Motorola 2 way radio, tire chains, chocks etc. Dynawinch BOP support deck; approximately 8 -ft wide x 22-ft long w/ BOP stump c/w Warn positioning winch, tubular wall racks, chic-san hangers, caged junk baskets, custom locking cabinetry, head ache rack, aluminum stairwell, lighting etc. Electric over hydraulic 3,000-psi Class II accumulator system equipped w/ 45-gal reservoir, nitrogen back-up, hose reels, direct & remote (rig-mounted) controls. Lot of support equipment including; Guibberson Type 1 air slips, Mission Low-Lie slips, tubing elevators (2 -in 2 -in inserts), Web Wilson 2-in dia x 53-tons bails, TEDA (Chinese) Model XYQ6B power tongs c/w 2-in 3 -in dies, lot of rod tools. Current
- (1) USED 2006 Western Star Tri Drive truck s/n 1HTMKAAR87H407626. Spring-ride front axel mounted on steel wheels equipped w/ air-operated brakes. Air-ride rear axels mounted on steel wheels. Steel-constructed carrier deck. Engine; Cat Model 3406E diesel engine rated at 475-hp.

Search ID#: Z10255353

- |    |   |                           |
|----|---|---------------------------|
| 50 | All present and after-acquired personal property of the debtor.   | Current By<br>14070313968 |
| 51 | <p>(1) USED Rig Carrier; 2006 Exact Model Low-Rider 5- axle self-propelled back-in carrier S/N 2E9RSZ5Z96R073007. Tandemsteer front axels rated at 20,000-lb each, equipped w/polished aluminum wheels mounted on 445/65-22.5 tires w/ approximately 18-mm of tread remaining &amp; ABS braking system. Meritor 12x6 tri-drive rear axels rated at 23,000-lb each, mounted on polished aluminum wheels equipped w/ 12R22.5 tires w/ approximately 22-mm of tread remaining &amp; ABS braking system. Single-man insulated cab w/ controls, builtin tool boxes, fuel tanks, wing walk and adjustable working platform. Mast; 2006 Cheyenne 21.9-m (72-ft) square-tubing stiff mast s/n 08-06-041, Mdl. 72-150, 66,720-daN hook-load capacity w/ 4-lines, primary &amp; secondary fall arrest systems, 2-in standpipe &amp; six sheave crown assembly. Drawworks; Kin double-drum drawworks, w/ LEBUS grooving. Main drum; 254-mm (10-in) x 965-mm (38-in). Sandline drum; 38-in dia x 8-in wide c/w crown-saver, Kobelt band 36-in, Model 122 hydromantic brake clutch, mechanical drum brake &amp; Crown-O-Matic crown saver. Engine; Detroit Series 60 14.0-L turbocharged diesel drive engine rated @ 665-hp @ 2300 rpm s/n SN-06R0911167. Transmission; Allison Model HT750- DRDDB torque-tube-drive automatic 5-speed transmission w/ power take-off. Namco Model right angle drive box. Drill &amp; Sandline; 1-inch (25.4-mm) drilline &amp; 1/2-in (12.7-mm) sandline. Hydraulic System; Rig-mounted hydraulic system with approximately 200-gal tank, hydraulic pump, manifold, filters &amp; hoses, System operates one 3-stage mast raising cylinder, (2) rear levelling jacks &amp; two midship jacks, power tong, (2) Pullmaster Model PL5 deck winches, etc.</p> | Current By<br>14102024427 |

**Particulars**

| <u>Block</u> | <u>Other Changes</u>   | <u>Status</u>             |
|--------------|--|---------------------------|
| 1            | <p>The serial number in Block 5 of the General Collateral should read 2E9RSZ5Z96R073007.<br/>The serial number in Block 9 of the General Collateral should read 1CYEGW6837T047676.</p> | Current By<br>14070313968 |

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

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Registration Number: 15041704915

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Apr-17

Registration Status: Current

Expiry Date: 2020-Apr-17 23:59:59

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Exact Match on: Debtor

No: 1

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**Debtor(s)**

**Block**

1 MUSTANG WELL SERVICES LTD.  
BOX 1467  
CAMROSE, AB T4V 1X4

**Status**

Current

**Secured Party / Parties**

**Block**

1 HAYMAX ENERGY INC.  
1500, 407 - 2ND STREET SW  
CALGARY, AB T2P 2Y3

**Status**

Current

**Block**

2 MCPHEDRAN CONSULTING INC.  
6539 LAURENTIAN WAY SW  
CALGARY, AB T3E 5N4

**Status**

Current

**Collateral: Serial Number Goods**

| <b><u>Block</u></b> | <b><u>Serial Number</u></b> | <b><u>Year</u></b> | <b><u>Make and Model</u></b> | <b><u>Category</u></b> | <b><u>Status</u></b> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1                   | 2RCR545S2A16F8386           | 2010               | RYKAR MOBILE RIG CARRIER     | TR - Trailer           | Current              |
| 2                   | RK6091010                   | 2010               | RYKAR 72-140 MAST            | TR - Trailer           | Current              |
| 3                   | 5KJRALCK55PN28007           | 2005               | WESTERN STAR T800            | MV - Motor Vehicle     | Current              |
| 4                   | 2WLPCD2G4YK960579           | 1999               | WESTERN STAR T800            | MV - Motor Vehicle     | Current              |

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

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Registration Number: 15121622493

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Dec-16

Registration Status: Current

Expiry Date: 2019-Dec-16 23:59:59

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Exact Match on: Debtor

No: 1

---

**Amendments to Registration**

15121624426

Amendment

2015-Dec-16

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**Debtor(s)**

**Block**

1 MUSTANG WELL SERVICES LTD.  
PO BOX 1467, GD,  
CAMROSE, AB T4V1X1

**Status**

Current

**Block**

2 BARDOVUE RENTALS LIMITED  
PO BOX 1467, GD  
CAMROSE, AB T4V1X1

**Status**

Current

**Block**

3 REACTION OILFIELD SUPPLY LTD.  
PO BOX 1467, GD,  
CAMROSE, AB T4V1X1

**Status**

Current

**Block**

4 INTEGRA LABORATORY SERVICES LTD.  
PO BOX 1467, GD,  
CAMROSE, AB T4V1X1

**Status**

Current

**Secured Party / Parties**

**Block**

**Status**

Search ID#: Z10255353

1 NATIONAL LEASING GROUP INC.  
1525 BUFFALO PLACE  
WINNIPEG, MB R3T 1L9  
Phone #: 204 954 9000 Fax #: 204 954 9099  
Current

**Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>   | <b><u>Status</u></b>      |
|---------------------|---|---------------------------|
| 1                   | ALL SHELVINGS/RACKINGS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2743475, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.   | Deleted By<br>15121624426 |
| 2                   | ALL SHELVINGS/RACKINGS, CONNECTORS, SUPPORTS, OSB, JACKS, PULLERS, BINS, POSTS, FRAMES, BEAMS, ANCHORS, MOUNTS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2743475, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS. | Current By<br>15121624426 |

**Particulars**

| <b><u>Block</u></b> | <b><u>Additional Information</u></b> | <b><u>Status</u></b> |
|---------------------|--------------------------------------|----------------------|
| 1                   | Purchase Money Security Interest.    | Current              |

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

Registration Number: 16051031155

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-May-10

Registration Status: Current

Expiry Date: 2022-May-10 23:59:59

Exact Match on: Debtor

No: 1

**Amendments to Registration**

16102506492

Amendment

2016-Oct-25

**Debtor(s)**

**Block**

**Status**

1 MUSTANG WELL SERVICES LTD.  
46272 HWY 56  
CAMROSE, AB T4V 1X4

Current

**Secured Party / Parties**

**Block**

**Status**

1 BDC CAPITAL INC.  
BARCLAY CENTRE, 110, 444 - 7TH AVENUE SW  
CALGARY, AB T2P 0X8

Current

**Collateral: Serial Number Goods**

| <b><u>Block</u></b> | <b><u>Serial Number</u></b> | <b><u>Year</u></b> | <b><u>Make and Model</u></b> | <b><u>Category</u></b> | <b><u>Status</u></b> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1                   | 2E9R5Z5Z36R073004           | 2006               | Exact Cab & Chassis          | MV - Motor Vehicle     | Current              |
| 2                   | 1NKDLBEX9YS959499           | 2000               | Kenworth                     | MV - Motor Vehicle     | Current              |
| 3                   | 2WLPCD2G5YK960249           | 2000               | Star Conventional            | MV - Motor Vehicle     | Current              |
| 4                   | MWS200902                   | 2009               | MWS Doghouse Trailer         | TR - Trailer           | Current              |
| 5                   | 2E9RSZ5Z96R073007           | 2003               | Exact Cab & Chassis          | MV - Motor Vehicle     | Current              |
| 6                   | 5KKPALAV83PL79816           | 2003               | Western Star Conventional    | MV - Motor Vehicle     | Current              |

Search ID#: Z10255353

|    |                    |      |                           |                    |         |
|----|--------------------|------|---------------------------|--------------------|---------|
| 7  | 2WKPDDJH4YK962165  | 2000 | Western Star Conventional | MV - Motor Vehicle | Current |
| 8  | MWS201002          | 2010 | MWS Doghouse Trailer      | TR - Trailer       | Current |
| 9  | 1CYEGW6837T047676  | 2007 | Crane Carrier Company     | MV - Motor Vehicle | Current |
| 10 | 2WLPSDCJ3YK962739  | 2000 | Western Star 4986FX       | MV - Motor Vehicle | Current |
| 11 | 1FVX3EDB3SP599554  | 1995 | Freightliner FLD112       | MV - Motor Vehicle | Current |
| 12 | 2M91DV3B7CC185001  | 2012 | MWS Doghouse Trailer      | TR - Trailer       | Current |
| 13 | 2R9R4CF1428E690061 | 2008 | Irontech Rig              | MV - Motor Vehicle | Current |
| 14 | 5KJRALCK45PN91874  | 2005 | Western Star              | MV - Motor Vehicle | Current |
| 15 | 2WKPDDCJ8WK950999  | 1999 | Western Star              | MV - Motor Vehicle | Current |
| 16 | 2M91DV3B7CC185004  | 2012 | MWS Doghouse Trailer      | TR - Trailer       | Current |
| 17 | 1CYEGW6879T049305  | 2009 | Crane Carrier             | MV - Motor Vehicle | Current |
| 18 | 1FVUF7WB1YPG53125  | 2003 | Freightliner FLD120       | MV - Motor Vehicle | Current |
| 19 | 1FVPA6AV43PL05431  | 2003 | Freightliner              | MV - Motor Vehicle | Current |
| 20 | 2S9NL666491022197  | 2009 | Southland Doghouse        | TR - Trailer       | Current |
| 21 | 78244              | 1978 | Cardwell Service Rig      | MV - Motor Vehicle | Current |
| 22 | 5KJRALCV86PV36016  | 2006 | Western Star 4900         | MV - Motor Vehicle | Current |
| 23 | 1XKWDB0XX4J972653  | 2004 | Kenworth W900             | MV - Motor Vehicle | Current |
| 24 | 2ATB0214914500392  | 2011 | Homebuilt Dog House       | TR - Trailer       | Current |
| 25 | 2RCR545S2A16F8386  | 2010 | Rykar Freestanding Servic | MV - Motor Vehicle | Current |
| 26 | 5KJRALCK55PN28007  | 2005 | Western Star              | MV - Motor Vehicle | Current |
| 27 | 2WLPCD2G4YK960579  | 2000 | Western Star Conventional | MV - Motor Vehicle | Current |
| 28 | 2M91DV3B7CC185002  | 2012 | MWS Doghouse Trailer      | TR - Trailer       | Current |
| 29 | 196087             | 1980 | Franks 1058 Rig           | MV - Motor Vehicle | Current |
| 30 | 1FVPALAV83PL04474  | 2003 | Freightliner Tridrive FLD | MV - Motor Vehicle | Current |
| 31 | 1HTXRAET11J086477  | 2011 | International 59001 T/A A | MV - Motor Vehicle | Current |
| 32 | 2M91DV3B7CC185008  | 2013 | Doghouse MWS Trailer      | TR - Trailer       | Current |
| 33 | 2RCR545D4C16F8393  | 2012 | Rykar Standalone Rig      | MV - Motor Vehicle | Current |
| 34 | 5KJRALCH85PV36860  | 2005 | Western Star Pump         | MV - Motor Vehicle | Current |
| 35 | 2WLPCDCJ3YK964147  | 2000 | Western Star 4964FX       | MV - Motor Vehicle | Current |
| 36 | M291DV3B7CC185003  | 2012 | MWS Doghouse Trailer      | TR - Trailer       | Current |
| 37 | 1CYEGM580CT050177  | 2012 | Crane Carrier             | MV - Motor Vehicle | Current |
| 38 | 5KJRALAVX7PX67617  | 2007 | Western Star              | MV - Motor Vehicle | Current |
| 39 | 1XKDDDB0X41J963207 | 2001 | Kenworth                  | MV - Motor Vehicle | Current |
| 40 | 2M91DV3B7CC185009  | 2013 | Doghouse                  | TR - Trailer       | Current |
| 41 | 1HTMKAAR56H311306  | 2007 | International 440SBA4X2   | MV - Motor Vehicle | Current |

Search ID#: Z10255353

|    |                   |      |                              |                    |                           |
|----|-------------------|------|------------------------------|--------------------|---------------------------|
| 42 | 1NKDLB0X1YR959866 | 2000 | Kenworth Construct           | MV - Motor Vehicle | Current                   |
| 43 | 1HTMKAAR87H407626 | 2006 | International                | MV - Motor Vehicle | Current                   |
| 44 | 4220491208        | 2002 | Fabtec Mobile Dog House      | TR - Trailer       | Current                   |
| 45 | 4P5F8202171103180 | 2007 | P.J. Trailer Deckover        | TR - Trailer       | Current                   |
| 46 | 4RYS282028T110314 | 2008 | Charmac Snow Sport Traile    | TR - Trailer       | Current                   |
| 47 | 3B2HP18298C005200 | 2008 | Norte Trailer Car Hauler     | TR - Trailer       | Current                   |
| 48 | 2H8B03126HR010301 | 1987 | 1987 Trailmobile HEB-F2W     | TR - Trailer       | Current                   |
| 49 | 2H8B01929HR010401 | 1987 | Trailmobile 2 Axle Pup       | TR - Trailer       | Current                   |
| 50 | 2M5121467W1049257 | 1998 | Manac T/A Hiboy              | MV - Motor Vehicle | Current                   |
| 51 | 1PMB14739C2039719 | 2012 | Polar Tank Pneumatic Bulk    | MV - Motor Vehicle | Current                   |
| 52 | 2S9NE3698C1026845 | 2012 | Renn Tri-Chassis             | MV - Motor Vehicle | Current                   |
| 53 | 5NHUVH211BT614318 | 2011 | Continental Cargo Value H    | MV - Motor Vehicle | Current                   |
| 54 | MWS004            | 1998 | Doghouse Trailer             | TR - Trailer       | Current                   |
| 55 | 0M5671622         | 1979 | Freuhauf TA Pneumatic Tra    | TR - Trailer       | Current                   |
| 56 | 2A9LB4530VN125235 | 1997 | Aspen FG45-3 Trailer         | TR - Trailer       | Current                   |
| 57 | 1GTHK23698F182119 | 2008 | GMC Sierra 2500              | MV - Motor Vehicle | Deleted By<br>16102506492 |
| 58 | 1GKUKMEF6AR153676 | 2010 | GCM Yukon XL                 | MV - Motor Vehicle | Current                   |
| 59 | 3D73Y3CL5BG511480 | 2011 | Dodge Ram 3500 Diesel 4wd    | MV - Motor Vehicle | Current                   |
| 60 | 3D73Y3CL0BG517221 | 2011 | Dodge Ram 3500 Crew Cab<br>D | MV - Motor Vehicle | Current                   |
| 61 | 3D73YHL3BG607343  | 2011 | Dodge Ram 3500 Lamarie       | MV - Motor Vehicle | Current                   |
| 62 | 1GT125E89CF127745 | 2012 | GMC Sierra 2500              | MV - Motor Vehicle | Current                   |
| 63 | 3C7WDTCL6CG232210 | 2012 | Dodge Ram 3500               | MV - Motor Vehicle | Current                   |
| 64 | 3C7WDTCL8CG232211 | 2012 | Dodge Ram 3500               | MV - Motor Vehicle | Current                   |
| 65 | 3C63D3FL3CG243717 | 2012 | Dodge Ram 3500 Laramie Lo    | MV - Motor Vehicle | Current                   |
| 66 | 3D73Y3CL9BG611954 | 2011 | Dodge Ram 3500               | MV - Motor Vehicle | Current                   |
| 67 | 3D7UT2CL3BG586904 | 2011 | Dodge Ram 2500               | MV - Motor Vehicle | Current                   |

**Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>                                      | <b><u>Status</u></b> |
|---------------------|--|----------------------|
| 1                   | All present and after-acquired personal property and proceeds. | Current              |



Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

---

Registration Number: 17082234135

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Aug-22

Registration Status: Current

Expiry Date: 2027-Aug-22 23:59:59

---

Inexact Match on: Debtor

No: 1

---

**Debtor(s)**

**Block**

**Status**

1 MUSTANG WELL SERVICES LTD.  
PO BOX 1467  
CAMROSE, AB T4V 1X4

Current

**Secured Party / Parties**

**Block**

**Status**

1 STERLING CRANE  
PO BOX 8610 STATION SOUTH  
EDMONTON, AB T6E 6R2

Current

**Block**

**Status**

2 PROCRAVE INC,  
PO BOX 8610 STATION SOUTH  
EDMONTON, AB T6E 6R2

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 All Present and after personal property and all present and after acquired real property of any and all kinds whatsoever.

Current

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

Registration Number: 17101129826

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Oct-11

Registration Status: Current

Expiry Date: 2022-Oct-11 23:59:59

Exact Match on: Debtor

No: 2

**Debtor(s)**

**Block**

1 WSK WELL SERVICES INC.  
24 WILLOW PARK GREEN  
CALGARY, AB T2J 3L1

**Status**

Current

**Block**

2 MUSTANG WELL SERVICES LTD.  
24 WILLOW PARK GREEN  
CALGARY, AB T2J 3L1

**Status**

Current

**Secured Party / Parties**

**Block**

1 ALBERS FAMILY HOLDING CORPORATION  
P.O. BOX 1839  
BROOKS, AB T1R 1C6

**Status**

Current

**Collateral: Serial Number Goods**

| <b><u>Block</u></b> | <b><u>Serial Number</u></b> | <b><u>Year</u></b> | <b><u>Make and Model</u></b> | <b><u>Category</u></b> | <b><u>Status</u></b> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1                   | 5KJRALD14DPFJ9712           | 2013               | WESTERN STAR 4900 SB         | MV - Motor Vehicle     | Current              |
| 2                   | 2PLC05568DBH16515           | 2014               | PEERLESS CH-55-24A           | TR - Trailer           | Current              |

**Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b> | <b><u>Status</u></b> |
|---------------------|---------------------------|----------------------|
|---------------------|---------------------------|----------------------|

Search ID#: Z10255353

- 1 Unit 0420D - 2014 Stewart & Stevenson (SS) Model TCR-13100-CA Trailer Mounted Conventional Coil Tubing Unit, S/N 2PLC05568DBH16515, including: (i) Mounted on 2013 Peerless model CH-55-24A tridem singledrop trailer mounted on three (3) 35,000-lb axles fitted with twenty-four (24) polished aluminum wheels and 275170 R22.5 tires. Trailer is a split-beam design with provisions for reel, jeep & tandem booster, Licence BRV6573, CVIP CV5894233, (ii) SS Control Cabin and Instrumentation; constructed of aluminum materials w/ electro-hydraulic and hydraulic systems, 96-in L x 95-in W x 88-in H installed on a scissor lift mechanism, includes aluminum staircase, electric/PLC controls, Cabin is c/w standard features including heating, cooling, wiring, safety glass, stairwell etc., (iii) SS model 3-100L Long Body Injector Assembly rated at 100,000-lbs pull force, 40,000-lbs snub force and up to 200-ft/min max speed. Injector is energized by twin axial piston motors and Verria-Block III chains, (iv) Tubing Reel Assembly is a shaftless design, permitting easy access to frac iron for service, frac iron is 10,000-psi working pressure, (non H2S). Reel drive is facilitated with hydraulic motor and planetary gear box with internal fail safe brake system. Reel is c/w semi-automatic level wind dressed for 2-in tubing and fitted with mechanical counter, (v) all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing, and (vi) all proceeds of any of the foregoing.

Current
  
- 2 Proceeds: goods, inventory, chattel paper, investment property, documents of title, instruments, money, intangibles and accounts (all as defined in the Personal Property Security Act of Alberta) and insurance proceeds.

Current

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

Registration Number: 17101130072

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Oct-11

Registration Status: Current

Expiry Date: 2022-Oct-11 23:59:59

Exact Match on: Debtor

No: 2

**Debtor(s)**

**Block**

1 WSK WELL SERVICES INC.  
24 WILLOW PARK GREEN  
CALGARY, AB T2J 3L1

**Status**

Current

**Block**

2 MUSTANG WELL SERVICES LTD.  
24 WILLOW PARK GREEN  
CALGARY, AB T2J 3L1

**Status**

Current

**Secured Party / Parties**

**Block**

1 COIL WORKS INC.  
P.O. BOX 1839  
BROOKS, AB T1R 1C6

**Status**

Current

**Collateral: Serial Number Goods**

| <b><u>Block</u></b> | <b><u>Serial Number</u></b> | <b><u>Year</u></b> | <b><u>Make and Model</u></b> | <b><u>Category</u></b> | <b><u>Status</u></b> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1                   | 1HTXSASTX4J019924           | 2014               | INTERNATIONAL 5600           | MV - Motor Vehicle     | Current              |
| 2                   | 1HTXHAET61J010000           | 2001               | INTERNATIONAL 5600           | MV - Motor Vehicle     | Current              |
| 3                   | 1M1AE02Y85N002551           | 2005               | MACK 600                     | MV - Motor Vehicle     | Current              |
| 4                   | 1HTXYAPT8AJ677003           | 2010               | INTERNATIONAL 5900i          | MV - Motor Vehicle     | Current              |
| 5                   | LA9ST1336BYJRR001           | 2011               | JEREH GJT70-3411             | MV - Motor Vehicle     | Current              |
| 6                   | 1HTXSAPT76J223303           | 2006               | INTERNATIONAL 5600           | MV - Motor Vehicle     | Current              |

Search ID#: Z10255353

|    |                    |      |                    |                    |         |
|----|--------------------|------|--------------------|--------------------|---------|
| 7  | 1HTXSAPT15J004917  | 2005 | INTERNATIONAL 5600 | MV - Motor Vehicle | Current |
| 8  | RC180K10KHR1100031 | 2005 | N2 PUMP            | MV - Motor Vehicle | Current |
| 9  | 1HTXVAPT7BJ196718  | 2011 | INTERNATIONAL 5900 | MV - Motor Vehicle | Current |
| 10 | 20100101           | 2010 | N2 PUMP            | MV - Motor Vehicle | Current |
| 11 | 2B9TS324264098332  | 2006 | BLUE SKY 9500      | TR - Trailer       | Current |

**Collateral: General**

| <b><u>Block</u></b> | <b><u>Description</u></b>   | <b><u>Status</u></b> |
|---------------------|---|----------------------|
| 1                   | <p>2013 Celtic Pride Remanufactured CTU: (i) 2004 International Model 5600i8x6 tractor powered by Cat Model C15 diesel engine rated at 475-hp @ 1800 RPM unitized with Eaton Model RTL018918B 18-speed manual transmission. Tractor has tandem 20,000-lb single-steering axles mounted on polished aluminum wheels fitted with 425/65R22.5 tires &amp; airoperated brakes. Rear tri-drive axles are rated at 18,000-lbs/each mounted on; air-ride suspension, polished aluminum wheels fitted with 11R24.5 tires &amp; air - operated brakes, Tractor is complete with conventional day cab, revolving beacons, drivers air -ride seat, 2-way radio, CB, tire chains etc., VIN 1HTXSASTX4J019924, Engine S/N 6NZ42731, 1,109,818-km, 14,520-hrs, Licence BKV-6385, (ii) Celtic Pride injector; rated max pull 80,000-lbs, max snub 60,000-lbs, hose-reels, load cells w/ instrumentation &amp; Vanoil tubing stripper, S/N CPW-0912-75, (iii) Celtic Pride reel is a offset open-spoke design, constructed of square &amp; rectangular steel tubing. Reel is mounted on a steel frame that is moved transversely of center line by hydraulic cylinders. The reel is chain-driven by a hydraulic motor &amp; is c/w pneumatic disc brakes. Reel capacity is approximately 4,000-m of 2-in., (iv) Hydraulic system with Linde hydraulic motors PTO driven from truck engine, system designed to function the reel, Injector, soap pump, levelling jacks, winch etc. Hydraulic system c/w 130-gal oil reservoir c/w interconnecting piping, hoses &amp; filters, (v) DSW fixed midship operators cab; approximately 7%-ft wide x 4-ft long w/ driver's-side man door, aluminum construction, lighting, power outlets &amp; 180 windows, (vi) all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing, and (vii) all proceeds of any of the foregoing.</p> | Current              |

Search ID#: Z10255353

- 2 Unit 127; 2005 Circle D built cementing unit rated at 44.3-MPa maximum working pressure, 0.7-m<sup>3</sup>/min maximum flow rate primary components include: (i) 2005 Mack Model CX612 tractor powered by Mack Model 350 Asset diesel engine rated at 350-hp 1,800-RPM unitized with Eaton Model FRO13210 10-speed manual transmission. Tractor has 14,600-lb single-steer front axle mounted on polished aluminum wheels fitted with painted steel 385/65R22.5 tires & air - operated brakes, and rear axles are rated at 46,000-lbs mounted on painted steel wheels fitted with 11824.5 tires & air-operated brakes. Tractor is c/w (2) 96-gal fuel tanks, drivers air-ride seat, 2-way radio, CB, etc., S/N 1M1AE02Y85N002551, Engine S/N 400583, Licence No. BDM6526, 434,976-km, 15,157-hrs, (ii) 2005 Gardner Denver Model Tee triplex plunger pump rated at 165-bhp w/ 6-in stroke x 3 1/2-in bore x 10,000-psi. Pump is powered via Fabco drop box from truck PTO, S/N Q009286, (iii) Hydraulic power unit includes (3) series hydraulic pumps energized by truck PTO, reservoir, thermal exchanger, interconnecting piping, valves, hoses, etc., (iv) Mission injection pump; 4-in x 3-in x 6-in. Pump is powered by hydraulic motor, (v) Mission recycling pump; 6-in x 5-in x 6-in. Pump is powered by hydraulic motor, (vi) Mission irrigating pump; 4-in x 3-in x 6-in. Pump is powered by hydraulic motor, (vii) two (2) 1m<sup>3</sup> water tanks and one (1) 0.85-m<sup>3</sup> mixing tank, (viii) DSW fixed midship operators cab; approximately 7 -ft wide x 4-ft long w/ driver's-side man door, aluminum construction, lighting, power outlets & 180 windows, (ix) all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing, and (x) all proceeds of any of the foregoing. Current
- 3 Unit 129; 2011 Jerih Model GJT70-34 II Cementing unit rated at 70-MPa maximum working pressure, 3.4-m<sup>3</sup>/min maximum flow rate, S/N 21003, primary components include: (i) 2011 Jerih Model THT9630TD custom built trailer. Trailer has approximately 8-ft wide x 34-ft long main deck with 8-ft step. Trailer is equipped with 30,000-lb tri-axle fitted with 12R20 tires on painted steel wheels w/ spring-ride suspension & air operated brakes. Trailer is finished with; checker-plated steel decking, access ladder, safety railing, (2) custom locking storage compartments, (2) hand-operated jacks & rearmounted pipe rack, S/N LA9ST1336BYJRR001, CVIP No. CV5080575, Licence No. 4DA1-92, (ii) two (2) OFM Model 600 triplex plunger pumps each rated at 600-bhp w/ 6-in stroke x 3 -In bore x 10,000-psi, S/N 11220, S/N 11219, (iii) two (2) Detroit Series 60 pump drive diesel engines each rated at 475-hp, S/N 06R1045843, S/N 06R1045740, (iv) two (2) Allison Model 4700 OFS automatic 7-speed pump transmissions each rated at 1,850-lb-ft of torque & 600-hp, S/N 6610309589, S/N 6610309569, (v) one (1) Cat Model C7 hydraulic diesel engine rated at 300-hp. Engine is unitized with Funk Model 5928 gear box energizing four (4) hydraulic pumps comprising hydraulic power system including reservoir, thermal exchanger, interconnecting piping, valves, hoses, etc., Engine S/N JTF13623, Gear Box S/N 1208009, (vi) Mission injection pump; 4-in x 3-in x 13-in. Pump is powered by hydraulic motor, (vii) Mission recycling pump; 6-in x 5-in x 11-in. Pump is powered by hydraulic motor, (viii) Mission irrigating pump; 4-in x 3-in x 13-in, Pump is powered by hydraulic motor, (ix) two (2) 2-m<sup>3</sup> water tanks & one (1) 1.8-m<sup>3</sup> mixing tank, Current
- 4 (x) Fixed midship operators cab; approximately 5-ft wide x 4-ft long w/ driver's-side man door, aluminum construction, lighting, power outlets & 180 windows, (xi) all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing, and (xii) all proceeds of any of the foregoing. Current

Search ID#: Z10255353

- 5 Unit 128; 2010 Shop built cementing unit rated at 44.3-Mpa (6,430-psi) maximum working pressure, 1,2-m<sup>3</sup>/min maximum flow rate primary components include: (i) 2010 International Paystar Model 5900 6X4 tractor powered by Cummins Model ISX500 diesel engine rated at 500-hp @ 2,000-RPM unitized with Eaton Model RTL018918B 18-speed manual transmission. Tractor has 18,000-lb single-steer front axle mounted on polished aluminum wheels fitted with 385/6522.5 tires & air-operated brakes. Tandem rear axles are rated at 46,000-lbs mounted on polished aluminum wheels fitted with 11 R24.5 tires & air-operated brakes. Tractor is c/w (2) 120-gal fuel tanks, drivers air-ride seats, 2-way radio, CB, etc., S/N 1HTXYAPT8M877003, Engine S/N 79382387, CVIP No. V5360066, KMS - 102,341, FIRS - 4,399, Licence No. BFR5715, (ii) 2011 Serva TPD Model 600 triplex plunger pump rated at 600-bhp w/ 6-in stroke x 4-in bore x 44.3-Mpa, Pump is powered via Fabco drop box from truck PTO, S/N W112676001001, (iii) Hydraulic power unit includes three (3) series hydraulic pumps energized by truck PTO, reservoir, thermal exchanger, interconnecting piping, valves, hoses, etc., (iv) Mission injection pump; 4-in x 3-in x 6-in. Pump is powered by hydraulic motor, (v) Mission recycling pump; 6-in x 5-in x 6-in. Pump is powered by hydraulic motor, (vi) Mission irrigating pump; 4-in x 3-in x 6-in. Pump is powered by hydraulic motor, (vii) two (2) 1m<sup>3</sup> water tanks & one (1) 1.2m<sup>3</sup> mixing tank, (viii) DSW fixed midship operators cab; approximately 7 -ft wide x 4-ft long w/ driver's-side man door, aluminum construction, lighting, power outlets & 180 windows, (ix) all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing, and (x) all proceeds of any of the foregoing. Current
- 6 2006 Shop Built CTU: (i) 2006 International Model 5600i 8x6 tridem tractor powered by Cummins Model ISX 500 diesel engine rated at 500-hp at 2,000 rpm unitized with Eaton Model RTL018918B 18-speed manual transmission. Tractor has 20,000-lb single-steer front axle mounted on polished aluminum wheels fitted with 445165R22.5 tires & air-operated brakes. Rear tri-drive axles are rated at 53,000-lbs mounted on air-ride suspension, polished aluminum wheels fitted with 11R24.5 tires & air-operated brakes. Tractor is complete with conventional day cab, drivers air-ride seat, 2-way radio, CB, tire chains etc., S/N 1HTXSAPT76J223303, Engine S/N 79105355, 142,298-Kms, 11,408-Hrs, CVIP CV5549358, License No. ZXC-431, (ii) C-Tech Manufacturing Model CT300 injector; rated max pull 40,000-lbs, max snub 20,000-lbs, hose reels, load cells w/ instrumentation & Vanoil tubing stripper, S/N CTI-3096, (iii) Reel is an offset open-spoke design, constructed of square & rectangular steel tubing. Reel is mounted on a steel frame that is moved transversely of center line by hydraulic cylinders. The reel is chain-driven by a hydraulic motor & is c/w pneumatic disc, (iv) Hydraulic system with Linde hydraulic motors PTO driven from truck engine, system designed to function the reel, injector, leveling jacks, winch etc. Hydraulic system c/w 130-gal oil reservoir c/w interconnecting piping, hoses & filters, (v) Cat Model 3517 triplex soap pump powered by hydraulic motor complete w/ tank enclosed in heated & lit compartment, (vi) Fassi Model F150A.21 knuckle picker; 12,930 rating, c/w fixed & remote controls, hydraulic out riggers & block, S/N 5184, (vii) Control panel including throttle, engine shut-down controller, reel controls & injector controls, (viii) methanol tank; 10-gal, (ix) all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing, and (x) all proceeds of any of the foregoing. Current

Search ID#: Z10255353

- 7 Unit 4841: 2005 HydraRig Model N2 Pump 180K SCFH 10K PSI Flameless Nitrogen Pumping Unit, S/N HRC180K1OKHR110003-1, including: (i) 2005 International Paystar Model 5600i 8X6 tractor powered by Cummins Model ISX565 diesel engine rated at 565-hp at 2,000-RPM unitized with Eaton Model RTL018918B 18-speed manual transmission, Tractor has 20,000-lb single-steer front axle mounted on polished aluminum wheels fitted with 445/65R22.5 tires, air - operated brakes & dual power steering boxes, Rear tri-drive axles are rated at 58,000-lbs mounted on polished aluminum wheels fitted with 11R24,5 tires & air-operated brakes. Tractor is complete with 36-in sleeper, two (2) 120-gal fuel tanks, drivers air -ride seat, 2-way radio, CB, etc., S/N 1HTXSAPT15J004917, Engine S/N 79058243, KMS 234,450, HRS 13,031, CVIP CV5465769, Licence No. BBC0072, (ii) 2005 Westington Cryogenics Model RTV3000 liquid N2 tank, 3000-gal (11,406-litre) TC-341 w/ stainless plumbing, MAWP 38-psi at 100 F, MDMT -320 F at 38-psi, 19,213-lbs (8,715-kg) maximum product load, Designation stamps Include; U, W & RT2, S/N 460, CRN Z-05-507-06-05, NB No. 155, (iii) HydraRig Model HR200- nitrogen triplex pump; 200-hp, 10,000-psi / 70-mpa, 85-me / min max flow, dressed w/ 1.625-in cold ends, (iv) Namco Model 239-A-SPSEXS drop box is unitized with main triplex pump, Drop box is energized by Denison Model M11G3N1A 180-cc fixed displacement hydraulic motor, S/N 01040767, (v) CSP Model 543-05014-00007 nitrogen boost pump; 1.5-in x 2.5-in x 6-in powered by Parker Model 3707308 hydraulic motor, S/N 1179, (vi) Cain heat recovery system includes thermal air shroud, glycol exchanger, glycol pump & circulation pump each hydraulically powered, S/N 4185, Current
- 8 (vii) Secondary heat exchanger & exhaust vaporizer pot rated at 180,000-SCFH, (viii) ITB fixed midship operators cab; approximately 7 -ft wide x 4-ft long w/ driver's-side man door, aluminum construction, lighting, power outlets & 180 windows, (ix) all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing, and (x) all proceeds of any of the foregoing. Current
- 9 Unit 4842: 2011 Packaged Flameless Nitrogen Pumping Unit; 180K at 10K-PSI, including: (i) 2011 international Paystar Model 5900 tractor powered by Cummins Model ISX550 diesel engine rated at 550-hp at 2,000-RPM unitized with Eaton Model RTL018918B 18-speed manual transmission. Tractor has 20,000-lb single-steer front axle mounted on polished aluminum wheels fitted with 445/65R22.5 tires, air - operated brakes & dual power steering boxes, Rear tri-drive axles are rated at 54,000-lbs mounted on polished aluminum wheels fitted with 11R22.5 tires & air-operated brakes. Tractor is c/w two (2) 120-gal fuel tanks, drivers & passenger air -ride seats, 2-way radio, CB, etc., S/N 1HTXVAPT7BJ196718, Engine S/N 9CEXH0912XAN, CV1P No. CV5465740, KMS 106,153, HRS 6,136, Licence No. BOM6534, (ii) 1998 MVE liquid N2 tank; 3000-gal (11,406-litre) MC-338 w/ stainless plumbing. MAWP 45-psi at 100 F, MDMT -320 F at 45-psi, 19,213-lbs (8,715-kg) design weight of loading. Designation stamps Include; U, W & RT2, Tank was recertified in 2011, S/N 235, CRN C7680.2, A No. 448232, (iii) 2011 Texas Southwest Model W60001367 nitrogen triplex pump; 205-hp, 10,000-psi / 70-mpa, 85-m3 / min max flow, dressed w/ 1.58-in cold ends, S/N 848, (iv) Omsi Model 239-A-SPSEXS power transfer case energizing hydraulic power unit c/w pump, exchanger, reservoir, filters & interconnecting piping, (v) ACD Model AC18HD nitrogen boost pump; powered by Parker Model 3707308 hydraulic motor, S/N 904, Current



Search ID#: Z10255353

- |    |  |         |
|----|--|---------|
| 10 | (vi) Heat recovery system includes thermal air shroud, glycol exchanger, glycol pump & circulation pump each hydraulically powered, (vii) Tri-Red Model TR021000 secondary heat exchanger & exhaust vaporizer pot rated at 180,000-SCFH, S/N 00060, (viii) DSW fixed midship operators cab; approximately 7 -ft wide x 4-ft long w/ driver's-side man door, aluminum construction, lighting, power outlets & 180 windows, (ix) all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing, and (x) all proceeds of any of the foregoing. | Current |
| 11 | Proceeds: goods, inventory, chattel paper, investment property, documents of title, instruments, money, intangibles and accounts (all as defined in the Personal Property Security Act of Alberta) and insurance proceeds.   | Current |

Search ID#: Z10255353

**Business Debtor Search For:**

MUSTANG WELL SERVICES LTD.

Search ID #: Z10255353

Date of Search: 2018-May-09

Time of Search: 13:07:00

---

Registration Number: 18012427803

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2018-Jan-24

Registration Status: Current

Expiry Date: 2018-Jul-24 23:59:59

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The repairs of the vehicle off the Garage Keepers' premises were finished on 2018-Jan-23

Lien Amount is \$1,657.58

---

Inexact Match on: Debtor

No: 1

---

**Vehicle Owner(s)**

**Block**

**Status**

1 MUSTANG WELL SERVICE LTD  
PO BOX 1467  
CAMROSE, AB T4V 1X4

Current

**Person(s) Claiming Lien**

**Block**

**Status**

1 DIAMOND INTERNATIONAL TRUCKS LTD.  
17020 118 AVENUE  
EDMONTON, AB T5S 1S4

Current

Phone #: 780 454 1541

Fax #: 780 666 2527

**Collateral: Serial Number Goods**

**Block**

**Serial Number**

**Year**

**Make and Model**

**Category**

**Status**

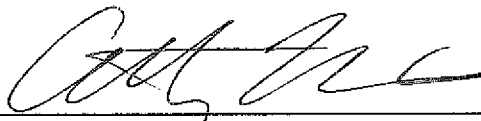
1 1HTWNAZT9CJ078969 2012 INTERNATIONAL 7500

MV - Motor Vehicle

Current

Result Complete

This is **Exhibit "K"** referred to in the Affidavit of  
Trina Holland, Sworn before me this 14th day of May 2018



---

A Commissioner for Oaths in and for the Province of Alberta

**Anthony Mersich**  
Barrister and Solicitor

BC OnLine: PPRS SEARCH RESULT 2018/05/10  
 Lterm: XPSP0054 For: PA48772 GOWLING, LAFLEUR HENDERSON LLP 12:28:12

Attn./Ref. No.: A155881/TSC

Index: BUSINESS DEBTOR

Search Criteria: MUSTANG WELL SERVICES INC.

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: MAR 25, 2013 Reg. Length: 10 YEARS  
 Reg. Time: 06:55:19 Expiry Date: MAR 25, 2023  
 Base Reg. #: 254777H Control #: D1698213

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

- S0001 Secured Party: GE CANADA EQUIPMENT FINANCING G.P.  
 3300, 525 - 8 AVENUE SW  
 CALGARY AB T2P 1G1
- D0001 Base Debtor: MRBD LTD.  
 (Business) #1110 - 910, 7TH AVENUE  
 CALGARY AB T2P 3N8
- =D0002 Bus. Debtor: MUSTANG WELL SERVICES LTD.  
 #1110 - 910, 7TH AVENUE  
 CALGARY AB T2P 3N8

Vehicle Collateral:

| Type  | Serial # | Year              | Make/Model | MI Reg.#                 |
|-------|----------|-------------------|------------|--------------------------|
| V0001 | MV       | 1HTXVSJT8DJ146041 | 2013       | INTERNATIONAL 5918X6     |
| V0002 | MV       | 1HTXTAPT26J225893 | 2006       | INTERNATIONAL 5900I      |
| V0003 | MV       | 1HTXSAPT67J407021 | 2007       | INTERNATIONAL 5618       |
| V0004 | MV       | 1HTXVAPT2BJ196710 | 2011       | INTERNATIONAL 5918X6     |
| V0005 | MV       | 1HTNWSMT3DJ603273 | 2013       | INTERNATIONAL 5918X6     |
| V0006 | MV       | 2WLNCCFFOTK941183 | 1996       | WESTERN STAR TRIDRIVE    |
| V0007 | MV       | 5KKPALCK45PU76629 | 2005       | WESTERN STAR TRUCK       |
| V0008 | MV       | 1HTXSAPT35J055979 | 2005       | INTERNATIONAL 5600       |
| V0009 | MV       | 1HTWNAZT5DJ304393 | 2013       | INTERNATIONAL 7500SBA6X4 |
| V0010 | MV       | 1HTWNAZTLCJ603037 | 2012       | INTERNATIONAL 75006X4    |
| V0011 | MV       | 1HTMKAAR87H407626 | 2007       | INTERNATIONAL 44006X4    |
| V0012 | MV       | 1HTWNAZT9CJ078969 | 2012       | INTERNATIONAL 7500SBA6X4 |
| V0013 | MV       | 1HTMKAAR56H311306 | 2006       | INTERNATIONAL 4400SBA4X2 |
| V0014 | TR       | 4220491208        | 2002       | FABTEC MOBILE DOG HOUSE  |

General Collateral:

IR1:  
 2013 DYNAWINCH LOG & SWAB UNIT W/ 52-FT MAST AND TANDEM DRUMS, MOUNTED ON INTERNATIONAL TRI-DRIVE: WIRELINE S/N 20856  
 2012 DYNAWINCH MODEL CD3-323 RECORDER BODY 8-FT 6-IN WIDE X 8-FT 6-IN LONG CONSTRUCTED OF 100% ALUMINUM-STRUCTURE. RECORDER BODY IS EQUIPPED W/ CONTROL CONSOLE, LOCKING STORAGE CABINETS, LIGHT TABLE, 12-V & 120-V WIRING, INTERIOR & EXTERIOR LIGHTING, ROOF-MOUNTED AC/HEATING UNIT, BUS HEATER, ETC.

CSS DAS 2000 DATA ACQUISITION SYSTEM WITH RACK MOUNT CHASSIS  
AND PRINTREX PRINTER. SERVICE BODY 8-FT 6-IN WIDE X 18-FT 6-IN LONG

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WITH TWO REAR HYDRAULIC STABILIZERS AND LOCKING STORAGE COMPARTMENTS,  
CLASS 1.1 B AND 1.4 S STORAGE MAGAZINES, HEADACHE RACK/CROWN  
STAND, REAR WORKING PLATFORM, (1) 10-KW HYDRAULIC GENERATOR WITH  
THERMAL EXCHANGER AND SWITCH GEAR.

MAST; TELESCOPING 52-FT 6-IN OVERALL WORKING HEIGHT RATED FOR  
37,000-LBS W/ ?-IN DIAMETER LINE FOR SWABBING. MAST S/N 24030  
MAST IS EQUIPPED W/ (1) 16-IN SHEAVE GROOVED FOR ?-IN E-LINE  
(APPROXIMATELY 4,800-M LINE ON), (2) TCP SHEAVES GROOVED FOR 3/8 IN  
LINE (APPROXIMATELY 800-FT LINE ON), (2) 10-IN SHEAVES GROOVED FOR  
3/4 IN WINCH LINE, (2) TWO-STAGE MAST RAISING CYLINDERS, (2) MAST GUY  
LINES C/W MOUNTING FRAME, (2) 9,000-LB UTILITY WINCHES & LIGHTING.  
SINGLE-DRUM E-LINE DRAWWORKS; 42-IN FLANGE WITH CAPACITY FOR 6,000-M  
OF 3/4 IN BRAIDED LINE. DRAWWORKS IS EQUIPPED WITH PNEUMATIC BRAKES,  
HEAVY-DUTY PILLOW BLOCK BEARINGS, & IEC SLIP RING. DRAWWORKS IS  
ENERGIZED BY 2-SPEED PLANETARY GEAR BOX UNITIZED WITH SAUER HYDRAULIC  
MOTOR.  
SINGLE-DRUM TCP DRAWWORKS; 29-IN FLANGE WITH CAPACITY FOR 250-M  
OF 3/4-IN WIRE ROPE. DRAWWORKS IS EQUIPPED WITH PNEUMATIC BRAKES,  
HEAVY-DUTY PILLOW BLOCK BEARINGS, CONTROL CONSOLE (LOCATED AT REAR OF  
UNIT) & WEIGHT INDICATOR. DRAWWORKS IS ENERGIZED BY 2-SPEED PLANETARY  
GEAR BOX UNITIZED WITH SAUER 3-SPEED HYDRAULIC MOTOR.  
E-LINE MEASURING HEAD ASSEMBLY; MEASURING HEAD GROOVED FOR ?-IN  
E-LINE C/W ENCODERS & V-ROLLER GUIDE ASSEMBLY (SIDE-TO-SIDE MOVEMENT),  
LOAD CELL & ELECTRONIC DEPTH COUNTER.

2013 INTERNATIONAL PAYSTAR MODEL 5918X6 TRI-DRIVE TRUCK  
VIN-1HTXVSJT8DJ146041  
POWERED BY CUMMINS MODEL A 475 DIESEL ENGINE RATED AT 475-HP @  
1,700-RPM UNITIZED WITH EATON MODEL RTLO16918B 18-SPEED MANUAL  
TRANSMISSION. TRUCK IS EQUIPPED WITH; DUAL POWER STEERING BOXES  
UNITIZED TO 20,000-LB SPRING-RIDE FRONT AXLES MOUNTED ON 445/65R22.5  
TIRES WITH POLISHED ALUMINUM WHEELS AND AIR-OPERATED BRAKES. TRI-DRIVE  
REAR AXLES RATED AT 54,000 LBS ARE EQUIPPED WITH AIR-RIDE SUSPENSION  
MOUNTED ON 11R24.5 TIRES, POLISHED ALUMINUM WHEELS AND AIR-OPERATED  
BRAKES. CONVENTIONAL CAB EQUIPPED WITH A/C, DRIVER AIR RIDE SEAT, AND  
MOTOROLA 2 WAY RADIO, TIRE CHAINS, CHALKS ETC...  
LOT OF SUPPORT EQUIPMENT INCLUDING; MCKISSICK 35-TON TRAVELING BLOCK,  
CASING SWAB MANDREL, BAKER 10 & 20 SETTING TOOLS, (4) 3 1/2-IN DUMP  
BAILERS, 3 1/2-IN & 5 1/2-IN LUBRICATORS, VANOIL 5 1/2-IN R45 X  
3000-PSI FLANGE, 3 1/2-IN X 3,000-PSI BOP, 5 1/2-IN X 5,000-PSI BOP  
W/ NACE TRIM, VANOIL 4 1/2-IN X 5 1/2-IN X 3,000-PSI FLOTEE, SET OF  
CSS BOW SPRING LOGGING CENTRALIZERS, CSS MULTIPLEX BOND LOG TOOL,  
GAMMA TOOL, SINKER BAR, COLLAR LOCATORS, OIL SAVER W/ PUMP & RUBBERS,  
SUBS, TYPE 4 & 6 MAGAZINES, (3) 17-IN SHEAVE WHEELS GROOVED FOR  
?-IN LINE, CCL ASSEMBLY W/ JUNK BASKET & GAUGE RING NOISE TEMP,  
WIRE LINE TOOLS, (1) LAPTOP, 8-KW HYDRAULICALLY - POWERED GENERATOR,  
HAND TOOLS ETC.

IR2:

2005 DYNAWINCH LOG & SWAB UNIT W/ 52-FT MAST AND TANDEM DRUMS,

MOUNTED ON INTERNATIONAL TRI-DRIVE.  
WIRELINE S/N 21270 S/N GEN - X07K433250  
2005 DYNAWINCH MODEL CD3-323 RECORDER BODY 8-FT 6-IN WIDE X 8-FT 6-IN  
LONG CONSTRUCTED OF 100% ALUMINUM-STRUCTURE. RECORDER BODY IS

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Search Criteria: MUSTANG WELL SERVICES INC.

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EQUIPPED W/ CONTROL CONSOLE, LOCKING STORAGE CABINETS, LIGHT TABLE,  
12-V & 120-V WIRING, INTERIOR & EXTERIOR LIGHTING, ROOF-MOUNTED  
AC/HEATING UNIT, BUS HEATER, ETC.  
CSS DAS 2000 DATA ACQUISITION SYSTEM WITH RACK MOUNT CHASSIS AND  
PRINTER 840 DL PRINTER. SERVICE BODY 8-FT 6-IN WIDE X 18-FT 6-IN LONG  
WITH TWO REAR HYDRAULIC STABILIZERS AND LOCKING STORAGE COMPARTMENTS,  
CLASS 1.1 B AND 1.4 S STORAGE MAGAZINES, HEADACHE RACK/CROWN STAND,  
REAR WORKING PLATFORM, (1) 10-KW HYDRAULIC GENERATOR WITH THERMAL  
EXCHANGER AND SWITCH GEAR.

MAST; TELESCOPING 52-FT 6-IN OVERALL WORKING HEIGHT RATED FOR  
37,000-LBS W/ 3/8 -IN DIAMETER LINE FOR SWABBING. MAST S/N 21270  
MAST IS EQUIPPED W/ (1) 16-IN SHEAVE GROOVED FOR 3/8 IN E-LINE  
(APPROXIMATELY 4,800-M LINE ON), (2) TCP SHEAVES GROOVED FOR 3/4-IN  
LINE (APPROXIMATELY 800-M LINE ON), (2) 10-IN SHEAVES GROOVED FOR 3/8  
IN WINCH LINE, (2) TWO-STAGE MAST RAISING CYLINDERS, (2) MAST GUY  
LINES C/W MOUNTING FRAME, (2) 9,000-LB UTILITY WINCHES & LIGHTING.  
SINGLE-DRUM E-LINE DRAWWORKS; 42-IN FLANGE WITH CAPACITY FOR 6,000-M  
OF 3/8 IN BRAIDED LINE DW MOTOR S/N 054381889  
DRAWWORKS IS EQUIPPED WITH PNEUMATIC BRAKES, HEAVY-DUTY PILLOW BLOCK  
BEARINGS, & IEC SLIP RING. DRAWWORKS IS ENERGIZED BY 2-SPEED PLANETARY  
GEAR BOX UNITIZED WITH SAUER HYDRAULIC MOTOR.  
SINGLE-DRUM TCP DRAWWORKS; 29-IN FLANGE WITH CAPACITY FOR 250-M  
OF 3/4-IN WIRE ROPE DW MOTOR S/N 054081345  
DRAWWORKS IS EQUIPPED WITH PNEUMATIC BRAKES, HEAVY-DUTY PILLOW BLOCK  
BEARINGS, CONTROL CONSOLE (LOCATED AT REAR OF UNIT) & WEIGHT  
INDICATOR. DRAWWORKS IS ENERGIZED BY 2- SPEED PLANETARY GEAR BOX  
UNITIZED WITH SAUER 2- SPEED HYDRAULIC MOTOR.  
E-LINE MEASURING HEAD ASSEMBLY; MEASURING HEAD GROOVED FOR ?-IN  
E-LINE C/W ENCODERS & V-ROLLER GUIDE ASSEMBLY (SIDE-TO-SIDE MOVEMENT),  
LOAD CELL & ELECTRONIC DEPTH COUNTER.

2006 INTERNATIONAL PAYSTAR MODEL 5900I 8X6 TRI-DRIVE TRUCK  
S/N 1HTXTAPT26J225893  
POWERED BY CUMMINS MODEL ISX 450 DIESEL ENGINE RATED AT 450-HP  
& 2,000-RPM UNITIZED WITH EATON MODEL RFL016918B 18-SPEED MANUAL  
TRANSMISSION. TRUCK IS EQUIPPED WITH; DUAL POWER STEERING BOXES  
UNITIZED TO 20,000-LB SPRING-RIDE FRONT AXLES MOUNTED ON 445/65R22.5  
TIRES WITH POLISHED ALUMINUM WHEELS AND AIR-OPERATED BRAKES. TRI-DRIVE  
REAR AXLES RATED AT 52,000 LBS EQUIPPED WITH AIR-RIDE SUSPENSION  
MOUNTED ON 11R24.5 TIRES, POLISHED ALUMINUM WHEELS AND AIR - OPERATED  
BRAKES. CONVENTIONAL CAB EQUIPPED WITH A/C, DRIVER AIR RIDE SEAT,  
AND MOTOROLA 2 WAY RADIO, TIRE CHAINS, CHALKS ETC...  
LOT OF SUPPORT EQUIPMENT INCLUDING; MCKISSICK 35-TON TRAVELING BLOCK,  
CASING SWAB MANDREL, BAKER 10 & 20 SETTING TOOLS, (4) 3 1/2-IN DUMP

BAILERS, 3 1/2-IN & 5 1/2-IN LUBRICATORS, VANOIL 5 1/2-IN R45 X 3000-PSI FLANGE, 3 1/2-IN X 3,000-PSI BOP, 5 1/2-IN X 5,000-PSI BOP W/ NACE TRIM, VANOIL 4 1/2-IN X 5 1/2-IN X 3,000-PSI FLOTEE, SET OF CSS BOW SPRING LOGGING CENTRALIZERS, CSS MULTIPLEX BOND LOG TOOL, GAMMA TOOL, SINKER BAR, COLLAR LOCATORS, OIL SAVER W/ PUMP & RUBBERS, SUBS, TYPE 4 & 6 MAGAZINES, (3) 17-IN SHEAVE WHEELS GROOVED FOR 3/8 IN LINE, CCL ASSEMBLY W/ JUNK BASKET & GAUGE RING NOISE TEMP, WIRE LINE TOOLS, (1) LAPTOP, 8-KW HYDRAULICALLY - POWERED GENERATOR, HAND TOOLS ETC.

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IR3:

2007 DYNAWINCH LOG & SWAB UNIT W/ 52-FT MAST AND TANDEM DRUMS, MOUNTED ON INTERNATIONAL TRI-DRIVE

2007 DYNAWINCH RECORDER BODY 8-FT 6-IN WIDE X 8-FT 6-IN LONG CONSTRUCTED OF 100% ALUMINUM-STRUCTURE. RECORDER BODY IS EQUIPPED W/ CONTROL CONSOLE, LOCKING STORAGE CABINETS, LIGHT TABLE, 12-V & 120-V WIRING, INTERIOR & EXTERIOR LIGHTING, ROOF-MOUNTED AC/HEATING UNIT, BUS HEATER, ETC.

CSS DAS 2000 DATA ACQUISITION SYSTEM WITH RACK MOUNT CHASSIS AND PRINTER 840 DL PRINTER. SERVICE BODY 8-FT 6-IN WIDE X 18-FT 6-IN LONG WITH TWO REAR HYDRAULIC STABILIZERS AND LOCKING STORAGE COMPARTMENTS, CLASS 1.1 B AND 1.4 S STORAGE MAGAZINES, HEADACHE RACK/CROWN STAND, REAR WORKING PLATFORM, (1) 10-KW HYDRAULIC GENERATOR WITH THERMAL EXCHANGER AND SWITCH GEAR.

MAST; TELESCOPING 52-FT 6-IN OVERALL WORKING HEIGHT RATED FOR 37,000-LBS W/ 3/8 -IN DIAMETER LINE FOR SWABBING. MAST IS EQUIPPED W/ (1) 16-IN SHEAVE GROOVED FOR 3/8 IN E-LINE (APPROXIMATELY 2800-M LINE ON), (2) TCP SHEAVES GROOVED FOR 3/4-IN LINE (APPROXIMATELY 800-FT LINE ON), (2) 10-IN SHEAVES GROOVED FOR 3/8 -IN WINCH LINE, (2) TWO-STAGE MAST RAISING CYLINDERS, (2) MAST GUY LINES C/W MOUNTING FRAME, (2) 9,000-LB UTILITY WINCHES & LIGHTING. SINGLE-DRUM E-LINE DRAWWORKS; 42-IN FLANGE WITH CAPACITY FOR 6,000-M OF ?-IN BRAIDED LINE. DRAWWORKS IS EQUIPPED WITH PNEUMATIC BRAKES, HEAVY-DUTY PILLOW BLOCK BEARINGS, & TEC SLIP RING. DRAWWORKS IS ENERGIZED BY 2-SPEED PLANETARY GEAR BOX UNITIZED WITH SAUER HYDRAULIC MOTOR. SINGLE-DRUM TCP DRAWWORKS; 29-IN FLANGE WITH CAPACITY FOR 250-M OF 3/4-IN WIRE ROPE. DRAWWORKS IS EQUIPPED WITH PNEUMATIC BRAKES, HEAVY-DUTY PILLOW BLOCK BEARINGS, CONTROL CONSOLE (LOCATED AT REAR OF UNIT) & WEIGHT INDICATOR. DRAWWORKS IS ENERGIZED BY 2-SPEED PLANETARY GEAR BOX UNITIZED WITH SAUER 2-SPEED HYDRAULIC MOTOR. E-LINE MEASURING HEAD ASSEMBLY; MEASURING HEAD GROOVED FOR ?-IN E-LINE C/W ENCODERS & V-ROLLER GUIDE ASSEMBLY (SIDE-TO-SIDE MOVEMENT), LOAD CELL & ELECTRONIC DEPTH COUNTER.

2007 INTERNATIONAL MODEL 5618 7X6 TRI-AXLE TRUCK  
S/N 1HTXSAPT67J407021

POWERED BY CUMMINS MODEL ISX475 DIESEL ENGINE RATED AT 475-HP UNITIZED WITH EATON MODEL RTL016918B 18-SPEED MANUAL TRANSMISSION. TRUCK IS EQUIPPED WITH; DUAL POWER STEERING BOXES UNITIZED TO

23,000-LB SPRING-RIDE FRONT AXLES MOUNTED ON 445/65R22.5 TIRES WITH POLISHED ALUMINUM WHEELS & AIR - OPERATED BRAKES. TRIDEM REAR AXLES RATED AT 53,000 LBS EQUIPPED WITH AIR-RIDE SUSPENSION MOUNTED ON 11R24.5 TIRES W/ POLISHED ALUMINUM WHEELS. CONVENTIONAL CAB EQUIPPED WITH A/C, DRIVER AND PASSENGER RIDE AIR SEATS, AND MOTOROLA 2 WAY RADIO, TIRE CHAINS, CHALKS ETC...

LOT OF SUPPORT EQUIPMENT INCLUDING; MCKISSICK 35-TON TRAVELING BLOCK, CASING SWAB MANDREL, BAKER 10 & 20 SETTING TOOLS, (4) 3 1/2-IN DUMP BAILERS, 3 1/2-IN & 5 1/2-IN LUBRICATORS, VANOIL 5 1/2-IN R45 X 3000-PSI FLANGE, 3 1/2-IN X 3,000-PSI BOP, 5 1/2-IN X 5,000-PSI BOP W/ NACE TRIM, VANOIL 4 1/2-IN X 5 1/2-IN X 3,000-PSI FLOTEE, SET OF CSS BOW SPRING LOGGING CENTRALIZERS, CSS MULTIPLEX BOND LOG TOOL, GAMMA TOOL, SINKER BAR, COLLAR LOCATORS, OIL SAVER W/ PUMP & RUBBERS, SUBS, TYPE 4 & 6 MAGAZINES, (3) 17-IN SHEAVE WHEELS GROOVED FOR 3/8 IN LINE, CCL ASSEMBLY W/ JUNK BASKET & GAUGE RING NOISE TEMP, WIRE LINE TOOLS, (1) LAPTOP, 8-KW HYDRAULICALLY - POWERED GENERATOR, HAND TOOLS ETC.

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IR4:

2011 DYNAWINCH LOG & SWAB UNIT W/ 62-FT HD MAST AND TANDEM DRUMS, MOUNTED ON INTERNATIONAL TRI-DRIVE, WIRELINE S/N 23844

2011 DYNAWINCH RECORDER BODY 8-FT 6-IN WIDE X 8-FT 6-IN LONG CONSTRUCTED OF 100% ALUMINUM-STRUCTURE. RECORDER BODY IS EQUIPPED W/ CONTROL CONSOLE, LOCKING STORAGE CABINETS, LIGHT TABLE, 12-V & 120-V WIRING, INTERIOR & EXTERIOR LIGHTING, ROOF-MOUNTED AC/HEATING UNIT, BUS HEATER, ETC.

CSS DAS 2000 DATA ACQUISITION SYSTEM WITH RACK MOUNT CHASSIS AND PRINTER 840 DL PRINTER. SERVICE BODY 8-FT 6-IN WIDE X 18-FT 6-IN LONG WITH TWO REAR HYDRAULIC STABILIZERS AND LOCKING STORAGE COMPARTMENTS, CLASS 1.1 B AND 1.4 S STORAGE MAGAZINES, HEADACHE RACK/CROWN STAND, REAR WORKING PLATFORM, (1) 10-KW HYDRAULIC GENERATOR WITH THERMAL EXCHANGER AND SWITCH GEAR.

DYNAWINCH MODEL CD2-3-260HD TELESCOPING MAST S/N 23844  
62-FT 6-IN OVERALL WORKING HEIGHT RATED FOR 33,500-LBS W/ 3/8 IN DIAMETER LINE FOR SWABBING. MAST IS EQUIPPED W/ (1) 16-IN SHEAVE GROOVED FOR 3/8 IN E-LINE (APPROXIMATELY 2800-M LINE ON), (2) TCP SHEAVES GROOVED FOR 3/4-IN LINE (APPROXIMATELY 800-FT LINE ON), (2) 10-IN SHEAVES GROOVED FOR 3/8 IN WINCH LINE, (2) TWO-STAGE MAST RAISING CYLINDERS, (2) MAST GUY LINES C/W MOUNTING FRAME, (2) 9,000-LB UTILITY WINCHES & LIGHTING.

SINGLE-DRUM E-LINE DRAWWORKS; 42-IN FLANGE WITH CAPACITY FOR 6,000-M OF 3/8 IN BRAIDED LINE. DRAWWORKS IS EQUIPPED WITH PNEUMATIC BRAKES, HEAVY-DUTY PILLOW BLOCK BEARINGS, & IEC SLIP RING. DRAWWORKS IS ENERGIZED BY 2-SPEED PLANETARY GEAR BOX UNITIZED WITH SAUER HYDRAULIC MOTOR.

SINGLE-DRUM TCP DRAWWORKS; 29-IN FLANGE WITH CAPACITY FOR 250-M OF 3/4-IN WIRE ROPE. DRAWWORKS IS EQUIPPED WITH PNEUMATIC BRAKES, HEAVY-DUTY PILLOW BLOCK BEARINGS, CONTROL CONSOLE (LOCATED AT REAR OF UNIT) & WEIGHT INDICATOR. DRAWWORKS IS ENERGIZED BY 2-SPEED PLANETARY GEAR BOX UNITIZED WITH SAUER 2-SPEED HYDRAULIC MOTOR.



E-LINE MEASURING HEAD ASSEMBLY; MEASURING HEAD GROOVED FOR 3/8 IN  
E-LINE C/W ENCODERS & V-ROLLER GUIDE ASSEMBLY (SIDE-TO-SIDE MOVEMENT),  
LOAD CELL & ELECTRONIC DEPTH COUNTER.

2011 INTERNATIONAL PAYSTAR MODEL 5918X6 TRI-AXLE TRUCK  
S/N 1HTXVAPT2BJ196710  
POWERED BY CUMMINS MODEL ISX 600 DIESEL ENGINE RATED AT 600-HP @  
1,700-RPM UNITIZED WITH EATON MODEL RTLO16918B 18-SPEED MANUAL  
TRANSMISSION. TRUCK IS EQUIPPED WITH; DUAL POWER STEERING BOXES  
UNITIZED TO TANDEM 20,000-LB SPRING-RIDE FRONT AXLES MOUNTED ON  
445/65R22.5 TIRES WITH POLISHED ALUMINUM WHEELS AND AIR-OPERATED  
BRAKES. TRIDEM REAR AXLES RATED AT 52,000 LBS EQUIPPED WITH AIR-RIDE  
SUSPENSION MOUNTED ON 11R24.5 TIRES, POLISHED ALUMINUM WHEELS AND AIR -  
OPERATED BRAKES. CONVENTIONAL CAB EQUIPPED WITH A/C, DRIVER AIR RIDE  
SEAT, AND MOTOROLA 2 WAY RADIO, TIRE CHAINS, CHALKS ETC...  
LOT OF SUPPORT EQUIPMENT INCLUDING; MCKISSICK 35-TON TRAVELING BLOCK,  
CASING SWAB MANDREL, BAKER 10 & 20 SETTING TOOLS, (4) 3 1/2-IN DUMP  
BAILERS, 3 1/2-IN & 5 1/2-IN LUBRICATORS, VANOIL 5 1/2-IN R45 X  
3000-PSI FLANGE, 3 1/2-IN X 3,000-PSI BOP, 5 1/2-IN X 5,000-PSI BOP W/  
NACE TRIM, VANOIL 4 1/2-IN X 5 1/2-IN X 3,000-PSI FLOTTEE, SET OF CSS  
BOW SPRING LOGGING CENTRALIZERS, CSS MULTIPLEX BOND LOG TOOL, GAMMA  
TOOL, SINKER BAR, COLLAR LOCATORS, OIL SAVER W/ PUMP & RUBBERS, SUBS,

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TYPE 4 & 6 MAGAZINES, (3) 17-IN SHEAVE WHEELS GROOVED FOR ?-IN LINE,  
CCL ASSEMBLY W/ JUNK BASKET & GAUGE RING NOISE TEMP, WIRE LINE TOOLS,  
(1) LAPTOP, 8-KW HYDRAULICALLY - POWERED GENERATOR, HAND TOOLS ETC.

IR1 PT:

2013 INTERNATIONAL PUMP TRUCK W/ JOLLY PUMP & TANK:  
2013 INTERNATIONAL PAYSTAR MODEL 5918X6 TRI-DRIVE TRUCK  
S/N 1HTNWSMT3DJ603273  
POWERED BY CUMMINS MODEL ISX 450 DIESEL ENGINE RATED AT 450-HP  
UNITIZED WITH EATON MODEL RTLO16918B 18-SPEED MANUAL TRANSMISSION.  
TRUCK IS EQUIPPED WITH; DUAL POWER STEERING BOXES UNITIZED TO  
20,000-LB SPRING-RIDE FRONT AXLES MOUNTED ON 425/65R22.5 TIRES WITH  
POLISHED ALUMINUM WHEELS AND AIR-OPERATED BRAKES. TRIDEM REAR AXLES  
RATED AT 52,000 LBS EQUIPPED WITH AIR-RIDE SUSPENSION MOUNTED  
ON 11R24.5 TIRES, POLISHED ALUMINUM WHEELS AND AIR - OPERATED BRAKES.  
CONVENTIONAL CAB EQUIPPED WITH A/C, DRIVER AIR RIDE SEAT, AND MOTOROLA  
2 WAY RADIO, TIRE CHAINS, CHALKS ETC...  
TRUCK IS EQUIPPED WITH STEEL-CONSTRUCTED WOOD PLANK DECKED; 8-FT 6-IN  
WIDE X 20-FT LONG C/W LIVE ROLL & TULSA MODEL 08C6 WINCH, 20,000-LB  
PULLRATING & JUNK BASKET WITH ELBOWS, CHICK SANS ETC ...  
JOLLY ENGINEERING SERVICES MODEL JES-300 MUD PUMP S/N 1201  
5-IN X 6-IN X 5,000-PSI RATED AT 160-HP C/W STANDARD HEADS, PULSATION  
CHAMBER, OTECO PRESSURE VALVE, 2-IN RELIEF VALVE, 5-VALVE 2-IN X 3000  
PSI MANIFOLD, BOWIE MODEL 33 PRE-CHARGE PUMP & CONTROL CONSOLE. PUMP  
IS ENERGIZED BY DROP BOX VIA TRUCK PTO. PICK-UP SLINGS. LOT OF ROD  
CHASER, TUBING DRIFTS, ROD TRANSFERS. LOT OF PUP JOINTS, 60-MM &  
73-MM. (1) 28-M (CUBIC) 2 SECTION TANK WITH; DEGASSER, (2) GUNS, (2)

GATE VALVES, TELESCOPIC LIGHTING, (20) 2-IN JOINTS LINE PIPE X 3000-PSI, 30-FT 4-IN X 150-PSI SUCTION HOSE, (1) 30-FT AND (1) 40-FT KELLY HOSE X 3625-PSI. TANK C/W TRIPOD MAN LIFT WITH MANUAL WINCH. TANK IS MOUNTED ON 8-FT 6-IN WIDE 20-FT LONG

IR2 PT:

1996 WESTERN STAR PUMP TRUCK W/ EMPIRE PUMP & TANK:  
1996 WESTERN STAR MODEL TRIDRIVE TRUCK S/N 2WLNCCFF0TK941183  
POWERED BY A DIESEL ENGINE RATED AT APPROXIMATELY 450-HP UNITIZED WITH EATON MODEL RTLO16918B 18-SPEED MANUAL TRANSMISSION. TRUCK IS EQUIPPED WITH; DUAL POWER STEERING BOXES UNITIZED TO 20,000-LB SPRING-RIDE FRONT AXLES MOUNTED ON 445/65R22.5 TIRES WITH POLISHED ALUMINUM WHEELS AND AIR-OPERATED BRAKES. TRIDEM REAR AXLES RATED AT 52,000 LBS EQUIPPED WITH AIR-RIDE SUSPENSION MOUNTED ON 11R24.5 TIRES, POLISHED ALUMINUM WHEELS AND AIR - OPERATED BRAKES. CONVENTIONAL CAB EQUIPPED WITH A/C, DRIVER AIR RIDE SEAT, AND MOTOROLA 2 WAY RADIO, TIRE CHAINS, CHALKS ETC...  
TRUCK IS EQUIPPED WITH STEEL-CONSTRUCTED WOOD PLANK DECKED; 8-FT 6-IN WIDE X 20-FT LONG C/W LIVE ROLL & TULSA MODEL 08C6 WINCH, 20,000-LB PULL RATING & JUNK BASKET WITH ELBOWS, CHICK SANS ETC ...  
EMPIRE MODEL E-300 MUD PUMP; 4-IN X 5-IN C/W STANDARD HEADS, PULSATION CHAMBER, OTECO PRESSURE VALVE, 2-IN RELIEF VALVE, 5-VALVE 2-IN X 3000 PSI MANIFOLD, BOWIE MODEL 33 PRE-CHARGE PUMP & CONTROL CONSOLE. PUMP IS ENERGIZED BY DROP BOX VIA TRUCK PTO. (1) 28-M(CUBIC) 2 SECTION TANK WITH; DEGASSER, (2) GUNS, (2) GATE VALVES, TELESCOPIC LIGHTING, (20) 2-IN JOINTS LINE PIPE X 3000 PSI, 30-FT 4-IN X 150 PSI SUCTION HOSE, (1) 30-FT AND (1) 40FT KELLY HOSE X 3625 PSI. TANK C/W TRIPOD MAN LIFT WITH MANUAL WINCH. TANK IS MOUNTED ON 8-FT 6-IN WIDE 20-FT

Continued on Page 7

Search Criteria: MUSTANG WELL SERVICES INC.

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LONG

IR3 PT:

2005 WESTERN STAR PUMP TRUCK W/ EMPIRE PUMP & TANK:  
2005 WESTERN STAR TRI-DRIVE TRUCK S/N 5KKPALCK45PU76629  
POWERED BY DETROIT SERIES 60 DIESEL ENGINE RATED AT APPROXIMATELY 450-HP UNITIZED WITH EATON MODEL RTLO16918B 18-SPEED MANUAL TRANSMISSION. TRUCK IS EQUIPPED WITH; DUAL POWER STEERING BOXES UNITIZED TO 20,000-LB SPRING-RIDE FRONT AXLES MOUNTED ON 445/65R22.5 TIRES WITH POLISHED ALUMINUM WHEELS AND AIR-OPERATED BRAKES. TRI-DRIVE REAR AXLES RATED AT 52,000 LBS EQUIPPED WITH AIR-RIDE SUSPENSION MOUNTED ON 11R24.5 TIRES, POLISHED ALUMINUM WHEELS AND AIR - OPERATED BRAKES. CONVENTIONAL CAB EQUIPPED WITH A/C, DRIVER AIR RIDE SEAT, AND MOTOROLA 2 WAY RADIO, TIRE CHAINS, CHALKS ETC...  
TRUCK IS EQUIPPED WITH STEEL-CONSTRUCTED WOOD PLANK DECK; 8-FT 6-IN WIDE X 20-FT LONG C/W LIVE ROLL & TULSA MODEL 08C6 WINCH, 20,000-LB PULL RATING & JUNK BASKET WITH ELBOWS, CHICK SANS ETC ...  
EMPIRE MODEL E-300 MUD PUMP S/N LT01-2008-009  
4-IN X 5-IN C/W STANDARD HEADS, PULSATION CHAMBER, OTECO PRESSURE VALVE, 2-IN RELIEF VALVE, 5-VALVE 2-IN X 3000 PSI MANIFOLD, BOWIE MODEL 33 PRE-CHARGE PUMP & CONTROL CONSOLE. PUMP IS ENERGIZED BY DROP

BOX VIA TRUCK PTO.

(1) 28-M(CUBIC) 2 SECTION TANK WITH; DEGASSER, (2) GUNS, (2) GATE VALVES, TELESCOPIC LIGHTING, (20) 2-IN JOINTS LINE PIPE X 3000 PSI, 30-FT 4-IN X 150 PSI SUCTION HOSE, (1) 30-FT AND (1) 40FT KELLY HOSE X 3625 PSI. TANK C/W TRIPOD MAN LIFT WITH MANUAL WINCH. TANK IS MOUNTED ON 8-FT 6-IN WIDE 20-FT LONG

IR4 PT:

2005 INTERNATIONAL PUMP TRUCK W/ GARDNER DENVER PUMP W/ TANK:  
2005 INTERNATIONAL MODEL 5600 6X4 TRI-DRIVE TRUCK S/N  
1HTXSAPT35J055979

POWERED BY CUMMINS DIESEL ENGINE RATED AT APPROXIMATELY 450-HP UNITIZED WITH EATON MODEL RTLO16918B 18-SPEED MANUAL TRANSMISSION. TRUCK IS EQUIPPED WITH; DUAL POWER STEERING BOXES UNITIZED TO 20,000-LB SPRING-RIDE FRONT AXLES MOUNTED ON 445/65R22.5 TIRES WITH POLISHED ALUMINUM WHEELS AND AIR-OPERATED BRAKES. TRIDEM REAR AXLES RATED AT 52,000 LBS EQUIPPED WITH AIR-RIDE SUSPENSION MOUNTED ON 11R24.5 TIRES, POLISHED ALUMINUM WHEELS AND AIR - OPERATED BRAKES. CONVENTIONAL CAB EQUIPPED WITH A/C, DRIVER AIR RIDE SEAT, AND MOTOROLA 2 WAY RADIO, TIRE CHAINS, CHALKS ETC..

TRUCK IS EQUIPPED WITH STEEL-CONSTRUCTED WOOD PLANK DECKED; 8-FT 6-IN WIDE X 20-FT LONG C/W LIVE ROLL & TULSA MODEL 08C6 WINCH, 20,000-LB PULL RATING & JUNK BASKET WITH ELBOWS, CHICK SANS ETC ... EMPIRE MODEL E-300 MUD PUMP; 4-IN X 5-IN C/W STANDARD HEADS, PULSATION CHAMBER, OTECO PRESSURE VALVE, 2-IN RELIEF VALVE, 5-VALVE 2-INX 3000 PSI MANIFOLD, BOWIE MODEL 33 PRE-CHARGE PUMP & CONTROL CONSOLE. PUMP IS ENERGIZED BY DROP BOX VIA TRUCK PTO.

(1) 28-M(CUBIC) 2 SECTION TANK WITH; DEGASSER, (2) GUNS, (2) GATE VALVES, TELESCOPIC LIGHTING, (20) 2-IN JOINTS LINE PIPE X 3000 PSI, 30-FT 4-IN X 150 PSI SUCTION HOSE, (1) 30-FT AND (1) 40FT KELLY HOSE X 3625 PSI. TANK C/W TRIPOD MAN LIFT WITH MANUAL WINCH. TANK IS MOUNTED ON 8-FT 6-IN WIDE 20-FT LONG.

ET 01:

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2013 INTERNATIONAL TRUCK W/ DYNWINCH BOP SUPPORT DECK:  
2013 INTERNATIONAL MODEL 7500SBA6X4 SINGLE-AXLE TRUCK S/N  
1HTWNAZT5DJ304393

POWERED BY MAXXFORCE MODEL GDT 350 DIESEL ENGINE RATED AT 350-HP @ 2,000-RPM UNITIZED WITH ALLISION MODEL 3000RDS AUTOMATIC 6-SPEED TRANSMISSION. TRUCK IS EQUIPPED WITH; 16,000-LB FRONT AXLE MOUNTED ON 315/80R22.5 TIRES WITH PAINTED STEEL WHEELS AND AIR-OPERATED BRAKES. REAR AXLE RATED AT 20,000 LBS EQUIPPED WITH AIR-RIDE SUSPENSION MOUNTED ON 11R22.5 TIRES W/ PAINTED STEEL WHEELS AND AIR-OPERATED BRAKES. CONVENTIONAL CAB EQUIPPED WITH A/C, DRIVER AIR RIDE SEAT, AND MOTOROLA 2 WAY RADIO, TIRE CHAINS, CHALKS ETC...

DYNWINCH BOP SUPPORT DECK; APPROXIMATELY 8 1/2-FT WIDE X 22-FT LONG S/N 24058 W/ BOP STUMP C/W WARN POSITIONING WINCH, TUBULAR WALL RACKS, CHIC-SAN HANGERS, CAGED JUNK BASKETS, CUSTOM LOCKING CABINETY, HEAD ACHE RACK, ALUMINUM STAIRWELL, LIGHTING ETC.

TRAVELING & RIG FLOOR EQUIPMENT - MCKISSICK FIG 83AWT-24,  
100-TON TRAVELING BLOCK ASSEMBLY S/N 06-349-24  
W/ (3) 24-IN SHEAVES GROOVED FOR 1-IN LINE. (1) GILL MODEL 500  
HYDRAULIC POWER TUBING TONGS S/N 500-1147.. SET X 1-3/4-IN X 72-IN  
WELD LESS ELEVATOR LINKS, 150-TON CAPACITY. CANGLOBAL MODEL CLIPPER  
WEIGHT INDICATOR, 0- 90,000-DAN, CALIBRATED TO 62,000-DAN. CAVINS  
DEPTHOMETER FOR 14.28-MM SANDLINE.  
ELECTRIC OVER HYDRAULIC 3,000-PSI CLASS II ACCUMULATOR SYSTEM EQUIPPED  
W/ 45-GAL RESERVOIR, NITROGEN BACK-UP, HOSE REELS, DIRECT & REMOTE  
(RIG-MOUNTED) CONTROLS.  
LOT OF SUPPORT EQUIPMENT INCLUDING; GUIBERSON TYPE 1 AIR SLIPS,  
MISSION LOW-LIE SLIPS, TUBING ELEVATORS (2 3/8 IN 2 7/8 IN INSERTS),  
WEB WILSON 2-IN DIA X 53-TONS BAILS, TEDA (CHINESE) MODEL XYQ6B POWER  
TONGS C/W 2-IN 3 1/2 -IN DIES, LOT OF ROD TOOLS INCLUDING; ROD  
HOOK, ELEVATORS, WRENCHES, ETC.

ET 02:

2012 INTERNATIONAL TRUCK W/ DYNAWINCH BOP SUPPORT DECK:  
2012 INTERNATIONAL PAYSTAR MODEL 75006X4 TANDEM-AXLE TRUCK S/N  
1HTWNAZTL CJ603037  
POWERED BY MAXXFORCE MODEL GDT 350 DIESEL ENGINE RATED AT 350-HP @  
2,000-RPM UNITIZED WITH ALLISION MODEL 3000RDS AUTOMATIC 6-SPEED  
TRANSMISSION. TRUCK IS EQUIPPED WITH; 16,000-LB FRONT AXLE MOUNTED ON  
315/80R22.5 TIRES WITH PAINTED STEEL WHEELS AND AIR-OPERATED BRAKES.  
REAR AXLE RATED AT 20,000 LBS EQUIPPED WITH AIR-RIDE SUSPENSION  
MOUNTED ON 11R22.5 TIRES W/ PAINTED STEEL WHEELS AND AIR-OPERATED  
BRAKES. CONVENTIONAL CAB EQUIPPED WITH A/C, DRIVER AIR RIDE SEAT, AND  
MOTOROLA 2 WAY RADIO, TIRE CHAINS, CHALKS ETC..  
DYNAWINCH BOP SUPPORT DECK; APPROXIMATELY 8 1/2-FT WIDE X 22-FT LONG  
W/ BOP STUMP C/W WARN POSITIONING WINCH, TUBULAR WALL RACKS, CHIC-  
SAN HANGERS, CAGED JUNK BASKETS, CUSTOM LOCKING CABINETS, HEAD ACHE  
RACK, ALUMINUM STAIRWELL, LIGHTING ETC.  
ELECTRIC OVER HYDRAULIC 3,000-PSI CLASS II ACCUMULATOR SYSTEM EQUIPPED  
W/ 45-GAL RESERVOIR, NITROGEN BACK-UP, HOSE REELS, DIRECT & REMOTE  
(RIG-MOUNTED) CONTROLS.  
LOT OF SUPPORT EQUIPMENT INCLUDING; GUIBERSON TYPE 1 AIR SLIPS,  
MISSION LOW-LIE SLIPS, TUBING ELEVATORS (2 3/8 -IN 2 7/8 IN INSERTS),  
WEB WILSON 2-IN DIA X 53-TONS BAILS, TEDA (CHINESE) MODEL XYQ6B POWER  
TONGS C/W 2-IN 3 1/2-IN DIES, LOT OF ROD TOOLS INCLUDING; ROD  
HOOK, ELEVATORS, WRENCHES, ETC..

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ET 03:

2007 INTERNATIONAL TRUCK W/ DYNAWINCH BOP SUPPORT DECK:  
2007 INTERNATIONAL PAYSTAR MODEL 44006X4 SINGLE-AXLE TRUCK S/N  
1HTMKAAR87H407626  
POWERED BY INTERNATIONAL MODEL DT466 DIESEL ENGINE RATED AT 285-HP  
UNITIZED WITH EATON FULLER MODEL FR9210 10-SPEED MANUAL TRANSMISSION.  
TRUCK IS EQUIPPED WITH; 12,000-LB FRONT AXLES MOUNTED ON 11R22.5 TIRES  
WITH POLISHED ALUMINUM WHEELS AND AIR-OPERATED BRAKES. REAR AXLE RATED

AT 23,000-LBS EQUIPPED WITH AIR-RIDE SUSPENSION MOUNTED ON 11R22.5 TIRES, POLISHED ALUMINUM WHEELS AND AIR - OPERATED BRAKES. CONVENTIONAL CAB EQUIPPED WITH A/C, DRIVER AIR RIDE SEAT, AND MOTOROLA 2 WAY RADIO, TIRE CHAINS, CHALKS ETC... DYNAWINCH BOP SUPPORT DECK; APPROXIMATELY 8 1/2-FT WIDE X 22-FT LONG W/ BOP STUMP C/W WARN POSITIONING WINCH, TUBULAR WALL RACKS, CHIC-SAN HANGERS, CAGED JUNK BASKETS, CUSTOM LOCKING CABINETS, HEAD ACHE RACK, ALUMINUM STAIRWELL, LIGHTING ETC. ELECTRIC OVER HYDRAULIC 3,000-PSI CLASS II ACCUMULATOR SYSTEM EQUIPPED W/ 45-GAL RESERVOIR, NITROGEN BACK-UP, HOSE REELS, DIRECT & REMOTE (RIG-MOUNTED) CONTROLS. LOT OF SUPPORT EQUIPMENT INCLUDING; GUIBERSON TYPE 1 AIR SLIPS, MISSION LOW-LIE SLIPS, TUBING ELEVATORS (2 3/8 IN 2 7/8 IN INSERTS), WEB WILSON 2-IN DIA X 53-TONS BAILS, TEDA (CHINESE) MODEL XYQ6B POWER TONGS C/W 2-IN 3 1/2-IN DIES, LOT OF ROD TOOLS INCLUDING; ROD HOOK, ELEVATORS, WRENCHES, ETC...

ET 04:

2012 INTERNATIONAL TRUCK W/ DYNAWINCH BOP SUPPORT DECK:  
2012 INTERNATIONAL MODEL 7500SBA6X4 TANDEM-AXLE TRUCK S/N  
1HTWNAZT9CJ078969

POWERED BY MAXXFORCE MODEL GDT 350 DIESEL ENGINE RATED AT 350-HP @ 2,000-RPM UNITIZED WITH ALLISION AUTOMATIC TRANSMISSION. TRUCK IS EQUIPPED WITH; 16,000-LB FRONT AXLE MOUNTED ON 315/80R22.5 TIRES WITH PAINTED STEEL WHEELS AND AIR-OPERATED BRAKES. REAR AXLE RATED AT 20,000 LBS EQUIPPED WITH AIR-RIDE SUSPENSION MOUNTED ON 11R22.5 TIRES W/ PAINTED STEEL WHEELS AND AIR-OPERATED BRAKES. CONVENTIONAL CAB EQUIPPED WITH A/C, DRIVER AIR RIDE SEAT, AND MOTOROLA 2 WAY RADIO, TIRE CHAINS, CHALKS ETC... DYNAWINCH BOP SUPPORT DECK; APPROXIMATELY 8 1/2-FT WIDE X 22-FT LONG W/ BOP STUMP C/W WARN POSITIONING WINCH, TUBULAR WALL RACKS, CHIC-SAN HANGERS, CAGED JUNK BASKETS, CUSTOM LOCKING CABINETS, HEAD ACHE RACK, ALUMINUM STAIRWELL, LIGHTING ETC. ELECTRIC OVER HYDRAULIC 3,000-PSI CLASS II ACCUMULATOR SYSTEM EQUIPPED W/ 45-GAL RESERVOIR, NITROGEN BACK-UP, HOSE REELS, DIRECT & REMOTE (RIG-MOUNTED) CONTROLS. LOT OF SUPPORT EQUIPMENT INCLUDING; GUIBERSON TYPE 1 AIR SLIPS, MISSION LOW-LIE SLIPS, TUBING ELEVATORS (2 3/8 IN 2 7/8 IN INSERTS), WEB WILSON 2-IN DIA X 53-TONS BAILS, TEDA (CHINESE) MODEL XYQ6B POWER TONGS C/W 2-IN 3 1/2-IN DIES, LOT OF ROD TOOLS INCLUDING; ROD HOOK, ELEVATORS, WRENCHES, ETC...

IR CT - 2006 INTERNATIONAL CEMENT TRUCK:

2006 INTERNATIONAL MODEL 4400SBA4X2 SINGLE-AXLE TRUCK S/N  
1HTMKAAR56H311306  
POWERED BY CUMMINS MODEL D285 DIESEL ENGINE RATED AT 285-HP @

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2,000-RPM UNITIZED WITH EATON MANUAL 10-SPEED TRANSMISSION. TRUCK IS EQUIPPED WITH; 12,000-LB FRONT AXLE MOUNTED ON 315/80R22.5 TIRES WITH PAINTED STEEL WHEELS AND AIR-OPERATED BRAKES. REAR AXLE RATED AT

23,000 LBS EQUIPPED WITH AIR-RIDE SUSPENSION MOUNTED ON 11R22.5 TIRES W/ PAINTED STEEL WHEELS AND AIR-OPERATED BRAKES. CONVENTIONAL CAB EQUIPPED WITH A/C, DRIVER AIR RIDE SEAT, AND MOTOROLA 2 WAY RADIO, TIRE CHAINS, CHALKS ETC...

DYNAWINCH CUSTOM-BUILT CEMENT PACKAGE; (1) MIXING COMPARTMENT HYDRAULIC POWERED AGITATOR C/W MISSION HYDRAULICALLY POWERED FLUID PUMP & INTERCONNECTING PLUMBING. (1) STAGING COMPARTMENT W/ MISSION HYDRAULICALLY POWERED FLUID PUMP & INTERCONNECTING PLUMBING. (1) DECK-MOUNTED MIXING HOPER C/W VALVING, OPERATOR'S CONTROL CONSOLE, STEEL-CONSTRUCTED DECK, LOCKING STORAGE COMPARTMENTS, FOLDING STEEL STAIRWELL, SAFETY RAILING AND LIGHTING.

IR1 DH: FABTEC MOBILE DOG HOUSE

APPROXIMATELY 8-FT WIDE X 20-FT LONG MOUNTED ON SINGLE WHEEL TANDEM AXLES RATED AT 10,000-LB PER EACH. DOG HOUSE ID COMPLETE WITH STANDARD AMENITIES INCLUDING; CUMMINSONAN 12-KW GENSET, PARTIONED UTILITY ROOM W/ ELECTRIC TOILET AND PERSONNEL QUARTERS W/ LOCKERS, FRIDGE, MICROWAVE, FOLDING LUNCH TABLE, KNOWLEDGE BOX, PADDED BENCHES, LOCKING STORAGE COMPARTMENTS, 110-V WIRING, INCANDESCENT LIGHTING ETC.

IR2 DH: FABTEC MOBILE DOG HOUSE

APPROXIMATELY 8-FT WIDE X 20-FT LONG MOUNTED ON SINGLE WHEEL TANDEM AXLES RATED AT 10,000-LB PER EACH. DOG HOUSE ID COMPLETE WITH STANDARD AMENITIES INCLUDING; CUMMINSONAN 12-KW GENSET, PARTIONED UTILITY ROOM W/ ELECTRIC TOILET AND PERSONNEL QUARTERS W/ LOCKERS, FRIDGE, MICROWAVE, FOLDING LUNCH TABLE, KNOWLEDGE BOX, PADDED BENCHES, LOCKING STORAGE COMPARTMENTS, 110-V WIRING, INCANDESCENT LIGHTING ETC.

IR3 DH: FABTEC MOBILE DOG HOUSE

APPROXIMATELY 8-FT WIDE X 20-FT LONG MOUNTED ON SINGLE WHEEL TANDEM AXLES RATED AT 10,000-LB PER EACH. DOG HOUSE ID COMPLETE WITH STANDARD AMENITIES INCLUDING; CUMMINSONAN 12-KW GENSET, PARTIONED UTILITY ROOM W/ ELECTRIC TOILET AND PERSONNEL QUARTERS W/ LOCKERS, FRIDGE, MICROWAVE, FOLDING LUNCH TABLE, KNOWLEDGE BOX, PADDED BENCHES, LOCKING STORAGE COMPARTMENTS, 110-V WIRING, INCANDESCENT LIGHTING ETC.

IR4 DH: 2002 FABTEC MOBILE DOG HOUSE S/N 4220491208

APPROXIMATELY 8-FT WIDE X 20-FT LONG MOUNTED ON SINGLE WHEEL TANDEM AXLES RATED AT 10,000-LB PER EACH. DOG HOUSE ID COMPLETE WITH STANDARD AMENITIES INCLUDING; CUMMINSONAN 12-KW GENSET W/ 3,888-HRS, PARTIONED UTILITY ROOM W/ ELECTRIC TOILET AND PERSONNEL QUARTERS W/ LOCKERS, FRIDGE, MICROWAVE, FOLDING LUNCH TABLE, KNOWLEDGE BOX, PADDED BENCHES, LOCKING STORAGE COMPARTMENTS, 110-V WIRING, INCANDESCENT LIGHTING ETC.

CASING JACK: 2009 ARDY RIGGING MODEL 5036DASJCC CASING JACK  
S/N 08095036

INTERNAL REFERENCE: ELSA AND ESA CC #8772229001.

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Continued on Page 11

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Registering

Party: SECUREFACT TRANSACTION SERVICES, INC.  
350 BAY STREET, SUITE 300  
TORONTO ON M5H 2S6

\*\*\* Name/Address Changed on October 26, 2015 to:

Registering

Party: SECUREFACT TRANSACTION SERVICES, INC.  
365 BAY STREET SUITE 300  
TORONTO ON M5H 2V1

\*\*\* Name/Address Changed on March 29, 2018 to:

Registering

Party: SECUREFACT TRANSACTION SERVICES INC.  
200 - 372 BAY STREET  
TORONTO ON M5H 2W9

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 262838H

Reg. Date: MAR 28, 2013

Reg. Time: 07:44:43

Control #: D1708261

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 254777H

Base Reg. Date: MAR 25, 2013

Details Description:

ADD GENERAL COLLATERAL DESCRIPTION

General Collateral:

\*\*\* ADDED \*\*\*

THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO. PROCEEDS: ALL OF THE DEBTORS PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES.

Search Criteria: MUSTANG WELL SERVICES INC.

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## Registering

Party: GE CANADA EQUIPMENT FINANCING G.P.  
1050-400 BURRARD STREET  
VANCOUVER BC V6C 3A6

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: APR 09, 2013                      Reg. Length: 10 YEARS  
Reg. Time: 10:19:50                        Expiry Date: APR 09, 2023  
Base Reg. #: 281297H                        Control #: D1724123

This registration was selected and included for your protection  
because of close proximity to your search criteria.

## Block#

S0001 Secured Party: GE CANADA EQUIPMENT FINANCING G.P.  
3300, 525 - 8 AVENUE SW  
CALGARY AB T2P 1G1

=D0001 Base Debtor: MUSTANG WELL SERVICES LTD.  
(Business) #1110 - 910, 7TH AVENUE  
CALGARY AB T2P 3N8

## Vehicle Collateral:

| Type  | Serial # | Year              | Make/Model | MH Reg.#                |  |
|-------|----------|-------------------|------------|-------------------------|--|
| V0001 | MV       | 2E9RSZ5Z36R073004 | 2006       | EXACT RIG CARRIER       |  |
| V0002 | MV       | 0406039           | 2006       | CHEYENNE MAST           |  |
| V0003 | MV       | 1FVUF7WE1YPG53125 | 2000       | FREIGHTLINER PUMP TRUCK |  |
| V0004 | MV       | 30671T            | 2006       | DOGHOUSE TRAILER        |  |
| V0005 | MV       | MWS200902         | 2009       | DOGHOUSE TRAILER        |  |
| V0006 | MV       | 2FZXKWB4XAA33315  | 1999       | STERLING TRUCK          |  |
| V0007 | MV       | 2E9RSZ5Z96R073007 | 2006       | EXACT CARRIER           |  |
| V0008 | MV       | 0806041           | 2006       | CHEYENNE MAST           |  |
| V0009 | MV       | 5KKPALAV83PL79816 | 2003       | WESTERN STAR PUMP TRUCK |  |
| V0010 | TR       | 30663             | 1990       | DOGHOUSE TRAILER        |  |
| V0011 | TR       | MWS201002         | 2010       | DOGHOUSE TRAILER        |  |
| V0012 | MV       | 2WKPPDJH4YK962165 | 2000       | WESTERN STAR TRUCK      |  |
| V0013 | MV       | 1CYEGW6837T047676 | 2007       | CRANE CARRIER           |  |
| V0014 | MV       | 2WLPSCJ3YK962739  | 2000       | WESTERN STAR TRUCK      |  |
| V0015 | TR       | MWS03             | 1989       | DOGHOUSE TRAILER        |  |
| V0016 | TR       | 2M91DV3B7CC185001 | 2012       | DOGHOUSE TRAILER        |  |
| V0017 | MV       | 1FVX3EDB3SP599554 | 1995       | FREIGHTLINER TRUCK      |  |
| V0018 | MV       | 2R9R4CF128E690061 | 2008       | IRONTECH CARRIER        |  |
| V0019 | MV       | 5KJRALCK4SPN91874 | 2005       | WESTERN STAR TRUCK      |  |
| V0020 | MV       | 5KJRALCK45PN91874 | 2005       | WESTERN STAR TRUCK      |  |
| V0021 | TR       | MWS004            | 1998       | DOGHOUSE TRAILER        |  |
| V0022 | MV       | 2WLPD2G5YK960249  | 2000       | WESTERN STAR TRUCK      |  |
| V0023 | MV       | 1CYEGW6879T049305 | 2009       | CRANE CARRIER           |  |
| V0024 | MV       | 0908015           | 2009       | CHEYENNE MAST           |  |



|       |    |                   |      |                        |
|-------|----|-------------------|------|------------------------|
| V0025 | MV | 1NK0LBEX9Y5959499 | 2000 | KENWORTH T800 TRUCK    |
| V0026 | TR | 2S9NL666491022197 | 2009 | SOUTHLAND DOGHOUSE TR. |
| V0027 | MV | 1FVPA6AV43PL05431 | 2003 | FREIGHTLINER COLUMBIA  |
| V0028 | MV | 78244             | 2009 | CARDWELL CARRIER       |
| V0029 | MV | 1XPALB9XZTN392850 | 1996 | PETERBILT TRUCK        |
| V0030 | MV | 1XPALB9X2TN392850 | 1996 | PETERBILT TRUCK        |
| V0031 | TR | 2C9HB460812044028 | 2001 | DOGHOUSE TRAILER       |
| V0032 | TR | 2C9HB46D812044028 | 2001 | DOGHOUSE TRAILER       |

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Vehicle Collateral:

| Type  | Serial # | Year              | Make/Model | MH Reg.#       |
|-------|----------|-------------------|------------|----------------|
| V0033 | MV       | 2XKWDBUX2GM915179 | 1986       | KENWORTH TRUCK |
| V0034 | MV       | 2XKWDBOX2GM915179 | 1986       | KENWORTH TRUCK |
| V0035 | MV       | 5KJRALCV86PV36016 | 2006       | WESTERN STAR   |

General Collateral:

RIG 1: 2006 EXACT LOW RIDER MOBILE RIG CARRIER S/N 2E9RSZ5Z36R073004. 5-AXLE SELF-PROPELLED BACK-IN CARRIER. TANDEM-STEER FRONT AXELS RATED AT 20000LB EACH, EQUIPPED WITH POLISHED ALUMINUM WHEELS MOUNTED ON 445/65-22.5 TIRES W/ APPROXIMATELY 18MM OF TREAD REMAINING & ABS BRAKING SYSTEM. MERITOR 12X6 TRI-DRIVE REAR AXELS RATED AT 23000LB EACH, MOUNTED ON POLISHED ALUMINUM WHEELS EQUIPPED WITH 12R22.5 TIRES W/ APPROXIMATELY 22MM OF TREAD REMAINING & ABS BRAKING SYSTEM. SINGLE-MAN INSULATED CAB WITH CONTROLS, BUILT-IN TOOL BOXES, FUEL TANKS, WING WALK AND ADJUSTABLE WORKING PLATFORM.

C/W 2006 CHEYENNE 21.9M SQUARE TUBING STIFF MAST S/N 04-06-039. MDL 72-150, 66, 720 DAN HOOK-LOAD CAPACITY WITH 4-LINES, PRIMARY & SECONDARY ARRESET SYSTEMS, 2" STANDPIPE & SIX SHEAVE CROWN ASSEMBLY.

C/W 2006 SJ PETRO XJ250S DOUBLE-DRUM DRAWWORKS WITH LEBUS GROOVING. MAIN DRUM 10"X38". SANDLINE DRUM 38"X8" C/W CROWN-SAVER, SJ PETRO BAND 36", MODEL 122 HYDROMANTIC BRAKE CLUTCH, MECHANICAL DRUM BRAKE & CROWN-O-MATIC CROWN SAVER.

C/W DETROIT SERIES 60 14.0L TURBO-CHARGED DIESEL DRIVE ENGINE S/N 06R0886197 RATED @ 425HP @ 2300 RPM.

C/W ALLISON HT750-DRDDB TORQUE TUBE DRIVE AUTOMATIC 5 SPEED TRANSMISSION WITH POWER TAKE-OFF.

C/W NAMCO RIGHT ANGLE DRIVE BOX

C/W 1" DRILL LINE AND 0.5" SAND LINE

C/W RIG-MOUNTED HYDRAULIC SYSTEM WITH 200 GALLON TAN, HYDRAULIC PUMP, MANIFOLD, FILTERS & HOSES. SYSTEM OPERATES ONE 3-STAGE MAST RAISING CYLINDER, TWO REAR LEVELLING JACKS & TWO MIDSHIP JACKS, POWER TONG, TWO PULLMASTER PL5 DECK WINCHES, ETC.

2000 FREIGHTLINER PUMP TRUCK CONVENTIONAL S/N 1FVUF7WB1YPG53125 EQUIPPED WITH ROCK WELL 941 SPRING-RIDE FRONT AXEL RATE AT 16000LB MOUNTED ON 385/65R22.5 TIRES WITH POLISHED ALUMINUM WHEELS, AIR-OPERATED BRAKES AND ABS BRAKING SYSTEM. TRI-DRIVE REAR AXELS RATED AT 19000LB EACH, EQUIPPED WITH AIR-RIDE SUSPENSION MOUNTED ON 11R24.5 TIRES WITH POLISHED ALUMINUM WHEELS, AIR-OPERATED BRAKES & ABS

BRAKING SYSTEM. C/W FUEL TANKS AND LOCKING STORAGE COMPARTMENTS.  
C/W CUMMINS MODEL SIGNATURE 600 15L DIESEL ENGINE S/N 14004589  
C/W EATON RTLO-20918B 18 SPEED MANUAL TRANSMISSION S/N 70333492-02  
C/W HYDRAULIC SYSTEM, RESERVOIR TANK, POWER TAKE-OFF, AND TWO-STAGE  
HYDRAULIC PUMP.  
C/W TULSA 30BBX4L2F 30000LB WINCH S/N 32700051  
C/W EWECO E300 TRIPLEX MUD PUMP, 330HP 35000KPA WP, 5"X5" C/W FORGED  
FLUID END, QUICK CHANGE HEADS, 5 VALVE MANIFOLD PULSATION DAMPENER,  
BOWIE CHARGE PUMP WITH 2" PRESSURE GAUGE AND RELIEF VALVE.  
C/W STEEL FABRICATED 163.5BBL MUD TANK S/N 16980 WITH SETTLING-TROUGH,  
TWO COMPARTMENTS WITH VALVES, DEGASSER C/W FLOW LINE, CHIKSANS AND MUD  
HOSES.

TRAVELING & RIG FLOOR EQUIPMENT CONSISTS OF MCKISSICK FIG 83AWT-20,

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75 TON TRAVELING BLOCK ASSEMBLY S/N 06-353-54 WITH THREE 20" SHEAVED  
GROOVES. C/W SET FOSTER 93R HYDRAULIC POWER TUBING TONGS, SET OF WELD  
LESS ELEVATOR LINKS S/N 05254-1, 150 TON CAPACITY, CANGLOBAL MODEL  
CLIPPER WEIGHT INDICATOR, 0-90000-DAN, CALIBRATED TO 62000-DAN S/N  
C1237, CAVINS DEPTHOMETER FOR 14.28MM SANDLINE.

B.O.P. EQUIPMENT - IEI (CONTROL TECH) MODEL CS DOUBLE-GATE RAM  
PREVENTER S/N 06-197, 179-MM (7-1/16 IN) X 35,000KPA (5,000-PSI) WP,  
NACE TRIM, SPOOL, 179-MM (7-1/16 IN) X 21,000KPA (5,000-PSI) WP W/  
51-MM OUTLET VALVE. BOP HOSES, VALVES, HOSES, STUDS, NUTS, ETC. TWO  
HI-KALIBRE SAFETY VALVES, 2 -IN (73-MM). S/N 114043 & 114044. LOT OF  
SAVER SUBS, 2 -IN (73-MM) & 3 - IN (89-MM).

TUBING & ROD HANDLING EQUIPMENT - CAVINS MODEL C-HD 82.5-TON  
TUBINGSPIDER S/N 2646W/ 3 1/2-IN (89-MM) SLIP BODY. SET MISSION  
SHALLOW HAND SLIPS S/N 74742-3 W/ 60 TO 89-MM DIES. SET AOT TYPE  
TA-100 S/N 74200 , 100-TON, 2-3/8-IN (60-MM) TUBING ELEVATORS. SET BJ  
100-TON 2-7/8-IN, (73-MM) TUBING ELEVATORS S/N M918743. TRICO  
554-578-600, 25-TON ROD HOOK S/N H0406006 W/ CLEVIS. TWO ROD  
ELEVATORS, 5/8-IN TO 1-IN. FOUR ROD WRENCHES, 5/8-IN TO 1-IN. 76-MM  
ROD TABLE W/ BRASS ROD GUIDE. REGAN 3-IN 76-MM X 21,000-KPA ROD BOP.  
10-TON BOP ELEVATOR W/ PICK-UP SLINGS, LOT OF ROD CHASER, TUBING  
DRIPTS, ROD TRANSFERS, ETC. LOT OF PUP JOINTS, 60-MM & 73-MM.

SERVICING & SWABBING EQUIPMENT - GUIBBERTSON TYPE HD TANDEM OIL SAVER  
W/ HIGH PRESSURE PUMP & HOSE. LUBRICATOR, (2) 76-MM X 4.57-M (3-IN  
X 20-FT) W/ FIG 200 UNIONS. 600/900 SERIES HYDRAULIC TUBING PACK-OFF  
SPOOL. LIFT MANDRELS, ROD JARS, KNUCKLE JOINTS, ROPE SOCKETS, SINKER  
BARS, TUBULARS ROD JARS, CENTRIFUGE, ETC. SWAB TREE ASSEMBLY W/ 76-MM  
X 21,000- KPA DEMCO VALVE, 76 MM FP ROD BOP, FLOW TEE & 51-MM BALL  
VALVE.

RETIRED DOGHOUSE BUILDING & CONTENTS - 1976 (REBUILT 2006) SHOP-BUILT  
MOBILE DOGHOUSE TRAILER S/N 30671T, 8FTX30FT MOUNTED ON TANDEM  
10000LBS AXELS C/W CHANGE SHACK.

DOGHOUSE BUILDING & CONTENTS - 2009 SHOP-BUILT MOBILE DOGHOUSE TRAILER  
S/N MWS200902; 9-FT X 32-FT MOUNTED ON DUAL-WHEEL 10,000-LB TANDEM  
AXELS EQUIPPED W/ AIR - OPERATED BRAKES & 225/70R22.5 TIRES W/

APPROXIMATELY 13-MM OF TREAD REMAINING. DOG HOUSE IS FITTED WITH; CHANGE SHACK / OFFICE, UTILITY & LIGHT PLANT SECTIONS C/W FOLDING WING WALKS, SAFETY RAILING & ACCESS STAIRWELL. LIGHT PLANT S/N X06B070573; ISUZU MODEL EE-4BG1T 4-CYLINDER DIESEL UNITIZED WITH STAMFORD 30- KW GENERATOR C/W DAY TANK, ELECTRIC START & SWITCHGEAR. CHANGE SHACK/ DOGHOUSE; (8) LOCKERS, FRIDGE, DESK, STOVE, ELECTRIC HEATER STORAGE BENCHES W/ FILTERS, COVERALLS, & GLOBED INCANDESCENT INTERIOR LIGHTING. UTILITY ROOM; UTILITY BENCH, VISE, BUFFER/GRINDER LOCKING STORAGE COMPARTMENTS, WRENCH BOARDS, LUBRICANTS, SLINGS, CHAINS, W/ ELECTRIC HEATER, GRINDER, VICE, WORK BENCHES & INCINOLET TOILET.

AUXILIARY TRUCK - 1999 STERLING TANDEM-AXEL TRUCK S/N 2FZXKWB4XAA33315. FL941 SPRING-RIDE FRONT AXEL RATED AT 16,600-LBS EQUIPPED WITH POLISHED ALUMINUM WHEELS MOUNTED ON 315/80R22.5 TIRES W/ APPROXIMATELY 10-MM OF TREAD REMAINING, AIR - OPERATED BRAKES & ABS

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BRAKING SYSTEM. TANDEM AIR-RIDE REAR AXELS RATED AT 40,000-LBS EQUIPPED W/ POLISHED ALUMINUM WHEELS MOUNTED ON 11R22.5 TIRES W/ APPROXIMATELY 12-MM OF TREAD REMAINING, AIR - OPERATED BRAKES & ABS BRAKING SYSTEM. TRUCK IS EQUIPPED WITH; DRIVER'S AIRRIDE SEAT, TIRE CHAINS, CHALKS ETC. GVWR 56,000LBS. CAT MODEL 3176 10.3-LITRE TURBO-CHARGED DIESEL ENGINE S/N 9TL21455 RATED @ 300-HP @ 2100 RPM. TRANSMISSION; EATON 8-SPEED MANUAL TRANSMISSION. SERVICE BODY; APPROXIMATELY 8FTX20FT. BODY IS EQUIPPED W/ ROLL-BACK ACCESS TARP, LOCKING STORAGE COMPARTMENTS, BUILT-IN TOOL BOXES, BOP STAND, TONG RACK, LUBRICATOR RACK, ETC.

LOT OF SAFETY EQUIPMENT INCLUDING; FIRE EXTINGUISHERS, TWO SCBA 30-MINUTE AIR PACKS, SAFETY GLASSES & SHIELDS, BASKET STRETCHER, FIRST AID KITS, SAFETY SIGNS, SAFETY & CLIMBING BELTS, EYE WASH STATIONS, FIRE BLANKET, TWO SALA SELF-RETRACTING LIFELINES, SALA RIG-RIDER, HIGH-ANGLE RESCUE KIT, ETC. LOT OF GENERAL RIG TOOLS INCLUDING HAND WRENCHES, SCREWDRIVERS, HAMMERS, PIPE WRENCHES, JACKS, WIRE BRUSHES, CROW BARS, CABLE CUTTERS, DRILLS, FILE SETS, SLEDGE HAMMERS, SHOVELS, TIGER TORCH, BENCH GRINDERS, ETC. LOT SPARE PARTS & CONSUMABLES INCLUDING MUD PUMP PARTS, TABLE INSERTS, VALVES, HOSES, FILTERS, WIRE ROPE, SLINGS, UNIONS, FIST GRIPS, BULL PLUGS,

RIG 2: 2006 EXACT MODEL LOW-RIDER 5-AXLE SELF-PROPELLED BACK-IN CARRIER S/N 2E9RSZ5Z96R073007. TANDEM STEER FRONT AXELS RATED AT 20,000-LB EACH, EQUIPPED W/ POLISHED ALUMINUM WHEELS MOUNTED ON 445/65-22.5 TIRES W/ APPROXIMATELY 18-MM OF TREAD REMAINING & ABS BRAKING SYSTEM. MERITOR 12X6 TRI-DRIVE REAR AXELS RATED AT 23,000-LB EACH, MOUNTED ON POLISHED ALUMINUM WHEELS EQUIPPED W/ 12R22.5 TIRES W/ APPROXIMATELY 22-MM OF TREAD REMAINING & ABS BRAKING SYSTEM. SINGLE-MAN INSULATED CAB W/ CONTROLS, BUILTIN TOOL BOXES, FUEL TANKS, WING WALK AND ADJUSTABLE WORKING PLATFORM. C/W 2006 CHEYENNE 21.9-M (72-FT) SQUARE TUBING STIFF MAST S/N 08-06-041,MDL. 72-150, 66,720-DAN HOOK-LOAD CAPACITY W/ 4-LINES,

PRIMARY & SECONDARY FALL ARREST SYSTEMS, 2-IN STANDPIPE & SIX SHEAVE CROWN ASSEMBLY.  
C/W KIN DOUBLE-DRUM DRAWWORKS. W/ LEBUS GROOVING. MAIN DRUM; 254-MM (10-IN) X 965-MM (38-IN). SANDLINE DRUM; 38-IN DIA X 8-IN WIDE C/W CROWN-SAVER, KOBELT BAND 36-IN, MODEL 122 HYDROMANTIC BRAKE CLUTCH, MECHANICAL DRUM BRAKE & CROWN-OMATIC CROWN SAVER.  
C/W DETROIT SERIES 60 14.0-L TURBOCHARGED DIESEL DRIVE ENGINE RATED @ 425-HP @ 2300 RPM.  
C/W ALLISON MODEL HT750- DRDDB TORQUE-TUBE-DRIVE AUTOMATIC 5-SPEED TRANSMISSION W/ POWER TAKE-OFF.  
C/W NAMCO MODEL RIGHT ANGLE DRIVE BOX. DRILL & SANDLINE; 1-INCH (25.4-MM) DRILLLINE & 1/2-IN (12.7-MM) SANDLINE.  
C/W HYDRAULIC SYSTEM; RIG-MOUNTED HYDRAULIC SYSTEM WITH APPROXIMATELY 200-GAL TANK, HYDRAULIC PUMP, MANIFOLD, FILTERS & HOSES, SYSTEM OPERATES ONE 3-STAGE MAST RAISING CYLINDER, TWO REAR LEVELLING JACKS & TWO MIDSHIP, JACKS, POWER TONG, (2) PULLMASTER PL5 DECK WINCHES, ETC  
C/W CLASS II CARRIER-MOUNTED 22-GAL ACCUMULATOR SYSTEM.

2003 WESTERN STAR MODEL 4964S TANDEM-AXEL PUMP TRUCK S/N 5KKPALAV83PL79816. MERITOR MODEL FL941 SPRING-RIDE FRONT AXEL RATED AT 14,600-LBS EQUIPPED WITH POLISHED ALUMINUM WHEELS MOUNTED ON 385/65R22.5 TIRES W/ AIR - OPERATED BRAKES & ABS BRAKING SYSTEM.

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TRIDRIVE AIR-RIDE REAR AXELS RATED AT 46,000-LBS EQUIPPED W/ POLISHED ALUMINUM WHEELS MOUNTED ON 11R22.5 TIRES W/ AIR-OPERATED BRAKES & ABS BRAKING SYSTEM. TRUCK IS EQUIPPED WITH; DRIVER'S AIR-RIDE SEAT, TIRE CHAINS, DUEL FUEL TANKS, REVOLVING BEACONS, CHALKS ETC.  
C/W ISX DIESEL ENGINE S/N 14004589 RATED AT 425-HP.  
C/W EATON MODEL RTLO-20918B, 18-SPEED MANUAL TRANSMISSION S/N S0079250  
C/W HYDRAULIC SYSTEM; RESERVOIR TANK, POWER TAKE-OFF & TWO-STAGE HYDRAULIC PUMP.  
C/W TULSA MODEL 30BEX4L2F WINCH; 30,000-LB EWECO (EMPIRE) MODEL E300 TRIPLEX MUD PUMP, 330-HP, 35,000-KPA WP, 5-IN X 5-IN C/W FORGED FLUID END, QUICK-CHANGE HEADS, 5- VALVE MANIFOLD PULSATION DAMPENER, BOWIE CHARGE PUMP W/ 2-IN PRESSURE GAUGE & RELIEF VALVE.  
C/W MUD TANK; STEEL-FABRICATED 26-M (163.5- BBL) MUD TANK WITH SETTLING-TROUGH, TWO COMPARTMENTS, W/ VALVES, DEGASSER, C/W FLOW LINE, CHIKSANS & MUD HOSES.

TRAVELING & RIG FLOOR EQUIPMENT - MCKISSICK FIG 83AWT-20, 75-TON TRAVELING BLOCK ASSEMBLY S/N 059-1764 W/ (3) 20-IN SHEAVES GROOVED FOR -IN LINE. SET GILL MODEL 500 HYDRAULIC POWER TUBING TONGS S/N 500-896. SET X 1-3/4-IN X 72-IN WELD LESS ELEVATOR LINKS S/N 06100-1 AND 06100-2 (AND/OR 06099-1, 06099-2), 150-TON CAPACITY. SCHWAB'S MODEL CLIPPER WEIGHT INDICATOR S/N 1551, 0-90,000-DAN, CALIBRATED TO 62,000-DAN. CAVINS DEPTHOMETER FOR 14.28-MM SANDLINE.

B.O.P. EQUIPMENT - SHAFFER MODEL LWP DOUBLE-GATE RAM PREVENTER S/N 10641.179-MM (7-1/16 IN) X 21,000-KPA (3,000-PSI) WP, NACE TRIM. SPOOL S/N 60986-01, 179-MM (7-1/16 IN) X 35,000-KPA (5,000-PSI) WP W/

2-IN (51-MM) OUTLET VALVE. BOP HOSES, VALVES, HOSES, STUDS, NUTS, ETC. TWO HI-KALIBRE SAFETY VALVES, 2 -IN (73-MM). LOT OF SAVER SUBS, 2 - (73-MM) & 3 - IN (89-MM).

TUBING & ROD HANDLING EQUIPMENT - CAVINS MODEL C-HD 82.5-TON TUBING SPIDER W/ 3 1/2-IN (89-MM) SLIP BODY. SET MISSION SHALLOW HAND SLIPS W/ 60 TO 89-MM DIES. SET AOT TYPE TA-100, 100-TON, 2-3/8-IN(60-MM) TUBING ELEVATORS. SET BJ 100-TON 2-7/8-IN, (73-MM) TUBING ELEVATORS. TRICO MODEL 554-542-400, 25-TON ROD HOOK S/N H0606136 W/ CLEVIS. TWO ROD ELEVATORS, 5/8-IN TO 1-IN. FOUR ROD WRENCHES, 5/8-IN TO 1-IN. 76-MM ROD TABLE W/ BRASS ROD GUIDE. REGAN 3-IN 76-MM X 21,000-KPA ROD BOP. 10-TON BOP ELEVATOR W/ PICK-UP SLINGS. LOT OF ROD CHASER, TUBING DRIFTS, ROD TRANSFERS, ETC. LOT OF PUP JOINTS, 60-MM & 73-MM.

SERVICING & SWABBING EQUIPMENT - GUIBBERSON TYPE HD TANDEM OIL SAVER W/ HIGH PRESSURE PUMP & HOSE. LUBRICATOR, (2) 76-MM X 4.57-M (3-IN X 20- FT) W/ FIG 200 UNIONS. 600/900 SERIES HYDRAULIC TUBING PACK-OFF SPOOL. LIFT MANDRELS, ROD JARS, KNUCKLE JOINTS, ROPE SOCKETS, SINKER BARS, TUBULARS ROD JARS, CENTRIFUGE, ETC. SWAB TREE ASSEMBLY W/ 76-MM X 21,000- KPA DEMCO VALVE, 76-MM FP ROD BOP, FLOW TEE & 51-MM BALL VALVE.

DOGHOUSE BUILDING & CONTENTS - 1990 TRI MOBILE DOGHOUSE TRAILER S/N 30663; APPROXIMATELY 8-FT WIDE X 36-FT LONG MOUNTED ON TANDEM 10,000-LBS AXELS C/W CHANGE SHACK & LIGHT PLANT SECTION. CHANGE SHACK/ DOGHOUSE; (8) LOCKERS, FRIDGE, DESK, STOVE, ELECTRIC HEATER, STORAGE BENCHES W/ FILTERS, COVERALLS, & GLOBED INCANDESCENT INTERIOR LIGHTING.

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UTILITY ROOM; UTILITY BENCH, VISE, BUFFER/GRINDER, LOCKING STORAGE COMPARTMENTS, WRENCH BOARDS, LUBRICANTS, SLINGS, CHAINS, W/ELECTRIC HEATER, GRINDER, VICE, WORK BENCHES & INCINOLET TOILET. LIGHT PLANT; ISUZU MODEL EE-4BG1T 4- CYLINDER DIESEL UNITIZED WITH STAMFORD 30- KW GENERATOR C/W DAY TANK, ELECTRIC START & SWITCHGEAR. INCINOLET MODEL WB ELECTRIC TOILET

DOGHOUSE BUILDING & CONTENTS (NEW UNIT UNDER CONSTRUCTION) - 2010 SHOP-BUILT MOBILE DOGHOUSE TRAILER S/N MWS201002, APPROXIMATELY 9-FT WIDE X 32-FT LONG MOUNTED ON DUAL-WHEEL 10,000-LB TANDEM AXELS EQUIPPED W/ AIR - OPERATED BRAKES & 225/70R22.5 TIRES W/ APPROXIMATELY 13-MM OF TREAD REMAINING. DOG HOUSE IS FITTED WITH; CHANGE SHACK / OFFICE, UTILITY & LIGHT PLANT SECTIONS C/W FOLDING WING WALKS, SAFETY RAILING & ACCESS STAIRWELL. CHANGE SHACK/ DOGHOUSE; (8) LOCKERS, FRIDGE, DESK, STOVE, ELECTRIC HEATER, STORAGE BENCHES W/ FILTERS, COVERALLS, & GLOBED INCANDESCENT INTERIOR LIGHTING. LIGHT PLANT: ISUZU MODEL EE-4BG1T 4-CYLINDER DIESEL UNITIZED WITH STAMFORD 30 KW GENERATOR C/W DAY TANK, ELECTRIC START & SWITCHGEAR S/N M11C110969. UTILITY ROOM; UTILITY BENCH, VISE, BUFFER/GRINDER, LOCKING STORAGE COMPARTMENTS, WRENCH BOARDS, LUBRICANTS, SLINGS, CHAINS, W/ ELECTRIC HEATER, GRINDER, VICE, WORK BENCHES & INCINOLET TOILET.

AUXILIARY TRUCK - 2000 WESTERN STAR MODEL 4964S TANDEM AXEL TRUCK S/N 2WKPDJH4YK962165. MERITOR MODEL FL941 SPRING-RIDE FRONT AXEL RATED AT 14,600-LBS EQUIPPED WITH POLISHED ALUMINUM WHEELS MOUNTED ON 445/65R22.5 TIRES W/ AIR - OPERATED BRAKES & ABS BRAKING SYSTEM. TANDEM AIR-RIDE REAR AXELS RATED AT 46,000-LBS EQUIPPED W/ POLISHED ALUMINUM WHEELS MOUNTED ON 11R22.5 TIRES W/ AIR-OPERATED BRAKES & ABS BRAKING SYSTEM. TRUCK IS EQUIPPED WITH; DRIVER'S AIR-RIDE SEAT, TIRE CHAINS, CHALKS ETC. CAT MODEL C15 TURBO-CHARGED DIESEL ENGINE RATED @ 450-HP @ 2100 RPM. TRANSMISSION; EATON MODEL RTLO-16918B, 18-SPEED MANUAL TRANSMISSION. TRANSPORT BODY; APPROXIMATELY 8-FT WIDE X 20-FT LONG. BODY IS EQUIPPED W/ ROLL-BACK ACCESS TARP, LOCKING STORAGE COMPARTMENTS, BUILT-IN TOOL BOXES, BOP SLIDING STAND, TONG RACK, LUBRICATOR RACK, ETC.

RIG SUPPORT EQUIPMENT - LOT OF SAFETY EQUIPMENT INCLUDING; FIRE EXTINGUISHERS, TWO SCBA 30-MINUTE AIR PACKS, SAFETY GLASSES & SHIELDS, BASKET STRETCHER, FIRST AID KITS, SAFETY SIGNS, SAFETY & CLIMBING BELTS, EYE WASH STATIONS, FIRE BLANKET, (2) SALA SELF-RETRACTING LIFELINES, SALA RIG-RIDER, HIGH-ANGLE RESCUE KIT, ETC. LOT OF GENERAL RIG TOOLS INCLUDING HAND WRENCHES, SCREWDRIVERS, HAMMERS, PIPE WRENCHES, JACKS, WIRE BRUSHES, CROW BARS, CABLE CUTTERS, DRILLS, FILE SETS, SLEDGE HAMMERS, SHOVELS, TIGER TORCH, BENCH GRINDERS, ETC. LOT SPARE PARTS & CONSUMABLES INCLUDING MUD PUMP PARTS, TABLE INSERTS, VALVES, HOSES, FILTERS, WIRE ROPE, SLINGS, UNIONS, FIST GRIPS, BULL PLUGS, CHAINS, HOSE CLAMPS, NIPPLES, ETC.

RIG 3: 2007 CRANE MODEL W55853C006 5-AXLE SELF-PROPELLED BACK-IN CARRIER S/N 1CYEGW6837T047676. TANDEM-STEER FRONT AXELS EQUIPPED W/ POLISHED ALUMINUM WHEELS MOUNTED ON 445/65-22.5 TIRES W/APPROXIMATELY 14-MM OF TREAD REMAINING & ABS BRAKING SYSTEM. MERITOR 12X6 TRI-DRIVE REAR AXELS MOUNTED ON POLISHED ALUMINUM WHEELS EQUIPPED W/12R22.5 TIRES W/ APPROXIMATELY 18-MM OF TREAD REMAINING & ABS BRAKING SYSTEM. SINGLE-MAN INSULATED CAB W/ CONTROLS, BUILTIN TOOL BOXES, FUEL TANKS,

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WING WALK AND ADJUSTABLE WORKING PLATFORM.  
C/W 2007 RYKAR MODEL 72-140-S; 21.9-M (72-FT) SQUARE-TUBING STIFF MAST S/N KE-5042, 120,000-LB (62,000-DAN) HOOK-LOAD CAPACITY W/4-LINES, PRIMARY & SECONDARY FALL ARREST SYSTEMS, 2- IN STANDPIPE & SIX SHEAVE CROWN ASSEMBLY  
C/W COOPER DOUBLE-DRUM DRAWWORKS S/N 1949 W/ LEBUS GROOVING. MAIN DRUM; 254-MM (10-IN) X 965-MM (38-IN). SANDLINE DRUM; 38-IN DIA X 8-IN WIDE. C/W CROWNSAVER, KOBELT BAND 36-IN, MODEL 122 HYDROMANTIC BRAKE CLUTCH, MECHANICAL DRUM BRAKE & CROWN-O-MATIC CROWN SAVER.  
C/W ENGINE; DETROIT SERIES 60 14.0-L TURBOCHARGED DIESEL DRIVE ENGINE S/N 06R0949883 RATED @ 425-HP @ 2300 RPM.  
C/W TRANSMISSION; ALLISON MODEL HT750- DRDDB TORQUE-TUBE-DRIVE AUTOMATIC 5- SPEED TRANSMISSION S/N M5610A W/ POWER TAKE-OFF.  
C/W NAMCO MODEL RIGHT ANGLE DRIVE BOX.  
C/W DRILL & SANDLINE; 7/8-INCH (25.4-MM) DRILLLINE & 1/2-IN (14.28-MM)

SANDLINE.

C/W HYDRAULIC SYSTEM; RIG-MOUNTED HYDRAULIC SYSTEM WITH APPROXIMATELY 200-GAL TANK, HYDRAULIC PUMP, MANIFOLD, FILTERS & HOSES, SYSTEM OPERATES ONE 3-STAGE MAST RAISING CYLINDER, (2) REAR LEVELLING JACKS & TWO MIDSHIP JACKS, POWER TONG, (2) PULLMASTER MODEL PL5 DECK WINCHES, ETC.

C/W CLASS II CARRIER-MOUNTED 22-GAL ACCUMULATOR SYSTEM

2000 WESTERN STAR MODEL 4986FX TRIDRIVE TRUCK S/N 2WLPSDCJ3YK962739. WESTERN MODEL WS16 SPRINGRIDE FRONT AXEL RATED AT 16,000-LBS EQUIPPED WITH POLISHED ALUMINUM WHEELS MOUNTED ON 385/65R22.5 TIRES W/ APPROXIMATELY 12-MM OF TREAD REMAINING, AIR-OPERATED BRAKES & ABS BRAKING SYSTEM. TRI-DRIVE REAR AXELS RATED AT 18,333-LBS/EH EQUIPPED W/ AIR-RIDE AXELS RATED AT 46,000-LBS EQUIPPED W/ POLISHED ALUMINUM WHEELS MOUNTED ON 11R22.5 TIRES W/ APPROXIMATELY 18-MM OF TREAD REMAINING, AIR-OPERATED BRAKES & ABS BRAKING SYSTEM. TRUCK IS EQUIPPED WITH; DRIVER'S AIR-RIDE SEAT, TIRE CHAINS, DUEL FUEL TANKS, REVOLVING BEACONS, CHALKS ETC.

C/W CAT MODEL 3406E DIESEL ENGINE S/N 2WS19060 RATED AT 550-HP; 14.6-LITRE. TRANSMISSION; EATON MODEL RTLO-20918B, 18-SPEED MANUAL TRANSMISSION.

C/W HYDRAULIC SYSTEM; RESERVOIR TANK, POWER TAKE-OFF & TWO-STAGE HYDRAULIC PUMP.

C/W TULSA MODEL 30BBX4L2F WINCH; 30,000-LB 32700063

C/W EWECO (EMPIRE) MODEL E300 TRIPLEX MUD PUMP, 330-HP, 35,000-KPA WP, 5-IN X 5-IN C/W FORGED FLUID END, QUICK-CHANGE HEADS, 5- VALVE MANIFOLD PULSATION DAMPENER, BOWIE CHARGE PUMP W/ 2-IN PRESSURE GAUGE & RELIEF VALVE.

C/W MUD TANK; STEEL-FABRICATED 28-M (163.5- BBL) MUD TANK WITH SETTTLING-TROUGH, TWO COMPARTMENTS W/ VALVES, DEGASSER

TRAVELING & RIG FLOOR EQUIPMENT - MCKISSICK FIG 83AWT-24, 100-TON TRAVELING BLOCK ASSEMBLY S/N 06-349-24W/ (3) 24-IN SHEAVES GROOVED FOR 1-IN LINE. (1) GILL MODEL 500 HYDRAULIC POWER TUBING TONGS S/N 500-1147..SET X 1-3/4-IN X 72-IN WELD LESS ELEVATOR LINKS, 150-TON CAPACITY. CANGLOBAL MODEL CLIPPER WEIGHT INDICATOR, 0- 90,000-DAN, CALIBRATED TO 62,000-DAN. CAVINS DEPTHOMETER FOR 14.28-MM SANDLINE.

B.O.P. EQUIPMENT - IEI DOUBLE-GATE RAM PREVENTER S/N 05-059 (AND/OR 06-197), 179-MM (7-1/16 IN) X 35,000-KPA (5,000-PSI) WP,NACE TRIM.

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SPOOL S/N 45468-ACD-4 (AND/OR 48558-ACD-4), 179-MM (7-1/16 IN) X 35,000-KPA (5,000-PSI) WP W/ TWO 51-MM OUTLET VALVES. BOP HOSES, VALVES, HOSES, STUDS, NUTS, ETC. TWO HI-KALIBRE SAFETY VALVES, 2 -IN (73-MM). LOT OF SAVER SUBS, 2 -IN (73-MM) & 3 -IN (89-MM).

TUBING & ROD HANDLING EQUIPMENT - SET CAVINS 82.5-TON TUBING SPIDER S/N MSM04681 W/ 3 1/2-IN (89-MM) SLIP BODY. SET MISSION SHALLOW HAND SLIPS W/ 60 TO 89-MM DIES. SET AOT TYPE TA65, 65-TON 60-MM(2- 3/8 IN) TUBING ELEVATORS S/N 63068. SET AOT TYPE TA-100; 100-TON 73 MM

(2-7/8 IN) TUBING ELEVATORS S/N 87752, TRICO MODEL 554-578-600, 25-TON ROD HOOK S/N H1017020. TWO ROD ELEVATORS, 5/8-IN TO 1-IN. FOUR ROD WRENCHES, 5/8-IN TO 1-IN. 76-MM ROD TABLE W/ BRASS ROD GUIDE. REGAN 3-IN 76-MM X 21,000-KPA ROD BOP. 10-TON BOP ELEVATOR W/ PICK-UP SLINGS. LOT OF ROD CHASER, TUBING DRIFTS, ROD TRANSFERS, ETC. LOT OF PUP JOINTS, 60-MM & 73-MM.

SERVICING & SWABBING EQUIPMENT - GUIBBERTSON TYPE HD TANDEM OIL SAVER W/ HIGH PRESSURE PUMP & HOSE. LUBRICATOR, (2) 76-MM X 4.57-M (3-IN X 20-FT) W/ FIG 200 UNIONS. 600/900 SERIES HYDRAULIC TUBING PACK-OFF SPOOL. LIFT MANDRELS, ROD JARS, KNUCKLE JOINTS, ROPE SOCKETS, SINKER BARS, TUBULARS ROD JARS, CENTRIFUGE, ETC. SWAB TREE ASSEMBLY W/ 76-MM X 21,000-KPA DEMCO VALVE, 76 MM FP ROD BOP, FLOW TEE & 51-MM BALL VALVE.

DOGHOUSE BUILDING & CONTENTS - 1989 CUSTOM-BUILT MOBILE DOGHOUSE TRAILER S/N MWS03; APPROXIMATELY 8-FT WIDE X 26-FT LONG MOUNTED ON TANDEM 10,000-LBS AXELS C/W CHANGE SHACK & LIGHT PLANT SECTION. CHANGE SHACK/ DOGHOUSE; (8) LOCKERS, FRIDGE, DESK, STOVE, ELECTRIC HEATER, STORAGE BENCHES W/ FILTERS, COVERALLS, & GLOBED INCANDESCENT INTERIOR LIGHTING. UTILITY ROOM; UTILITY BENCH, VISE, BUFFER/GRINDER, LOCKING STORAGE COMPARTMENTS, WRENCH BOARDS, LUBRICANTS, SLINGS, CHAINS W/ ELECTRIC HEATER, GRINDER, VICE, WORK BENCHES & INCINOLET TOILET. LIGHT PLANT; ISUZU MODEL EE-4BG1T S/N 75ZXL03.1GTB 4-CYLINDER DIESEL UNITIZED WITH STAMFORD 30-KW GENERATOR C/W DAY TANK, ELECTRIC START & SWITCHGEAR. INCINOLET MODEL WB ELECTRIC TOILET.

AUXILIARY TRUCK; 1995 FREIGHTLINER CONVENTIONAL TANDEM-AXEL TRUCK S/N 1FVX3EDB3SP599554 EQUIPPED W/ ROCK WELL MODEL 941 SPRING-RIDE FRONT AXEL MOUNTED ON 385/65R22.5 TIRES W/ APPROXIMATELY 8-MM OF TREAD REMAINING, POLISHED ALUMINUM WHEELS, AIR - OPERATED BRAKES & ABS BRAKING SYSTEM. TANDEM REAR AXELS RATED AT 46,000-LBS EQUIPPED W/ AIR-RIDE SUSPENSION MOUNTED ON 11R22.5 TIRES W/ APPROXIMATELY 10-MM OF TREAD REMAINING, POLISHED ALUMINUM WHEELS, AIR - OPERATED BRAKES & ABS BRAKING SYSTEM. CAT MODEL 3176 10.3-LITRE TURBO-CHARGED DIESEL ENGINE S/N 9CK15423 RATED @ 350-HP @ 2100 RPM. TRANSMISSION; EATON MODEL RTLO-16913B, 13-SPEED MANUAL TRANSMISSION. TRANSPORT BODY; APPROXIMATELY 8-FT WIDE X 20-FT LONG. BODY IS EQUIPPED W/ ROLL-BACK ACCESS TARP, LOCKING STORAGE COMPARTMENTS, BUILT-IN TOOL BOXES, BOP SLIDING STAND, TONG RACK, LUBRICATOR RACK, ETC.

RIG SUPPORT EQUIPMENT - LOT OF SAFETY EQUIPMENT INCLUDING; FIRE EXTINGUISHERS, TWO SCBA 30 MINUTE AIR PACKS, SAFETY GLASSES & SHIELDS, BASKET STRETCHER, FIRST AID KITS, SAFETY SIGNS, SAFETY & CLIMBING BELTS, EYE WASH STATIONS, FIRE BLANKET, (2) SALA SELF-RETRACTING LIFELINES, SALA RIG-RIDER, HIGH-ANGLE RESCUE KIT, ETC. LOT OF GENERAL RIG TOOLS INCLUDING HAND WRENCHES, SCREWDRIVERS, HAMMERS, PIPE WRENCHES, JACKS,

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WIRE BRUSHES, CROW BARS, CABLE CUTTERS, DRILLS, FILE SETS, SLEDGE HAMMERS, SHOVELS, TIGER TORCH, BENCH GRINDERS, ETC. LOT SPARE PARTS & CONSUMABLES INCLUDING MUD PUMP PARTS, TABLE INSERTS, VALVES, HOSES,



FILTERS, WIRE ROPE, SLINGS, UNIONS, FIST GRIPS, BULL PLUGS, CHAINS, HOSE CLAMPS, NIPPLES, ETC.

RIG 5: 2008 IRONTECH MODEL SR242 5-AXLE SELF-PROPELLED BACK-IN CARRIER S/N 2R9R4CF128E690061 W/ TANDEM-STEER FRONT AXELS RATED AT 9,072-KG / AXEL EQUIPPED W/ POLISHED ALUMINUM WHEELS MOUNTED ON 445/65-22.5 TIRES W/APPROXIMATELY 10-MM OF TREAD REMAINING & ABS BRAKING SYSTEM. MERITOR SINGLEREDUCTION TRI-DRIVE REAR AXELS RATED AT 10,432-KG / AXEL MOUNTED ON POLISHED ALUMINUM WHEELS EQUIPPED W/ 12R22.5TIRES W/ APPROXIMATELY 21-MM OF TREAD REMAINING & ABS BRAKING SYSTEM. SINGLEMAN INSULATED CAB W/ CONTROLS, BUILT-IN TOOL BOXES, FUEL TANKS, WING WALK AND ADJUSTABLE WORKING PLATFORM.

C/W IRONTECH MODEL 72-140S FREESTANDING STIFF MAST /SN MO-45-07 72-FT 21.9-M), 150,000-LBS (66,720-DAN) HOOK-LOAD CAPACITY W/ 4 LINES, SQUARE-TUBE CONSTRUCTION, PRIMARY & SECONDARY FALL ARREST SYSTEMS, MOUNTED LADDER, 2-IN STANDPIPE & FIVE-SHEAVE CROWN ASSEMBLY.

C/W RIG UP 106-CM (42-IN) X 25.4-CM (10-IN) DOUBLE-DRUM DRAWWORKS S/N 9.KK.01.08 (SPASH-COOLED & BELT DRIVEN) C/W CROWN-SAVER & BRAKES. C/W ENGINE; DETROIT SERIES 60 14-LITRE TURBOCHARGED DIESEL DRIVE ENGINE RATED AT 425- HP @ 2100 RPM.

C/W TRANSMISSION; ALLISON MODEL 4700 OFS, TORQUE-TUBE-DRIVE AUTOMATIC TRANSMISSION W/ POWER TAKE-OFF.

C/W RIG-UP RIGHT ANGEL GEAR BOX GP.54.08 HYDRAULIC SYSTEM; RIG-MOUNTED HYDRAULIC SYSTEM WITH APPROXIMATELY 200-GAL TANK, HYDRAULIC PUMP, MANIFOLD, FILTERS & HOSES. SYSTEM OPERATES ONE 3-STAGE MAST RAISING CYLINDER, (2) REAR LEVELLING JACKS & TWO MID-SHIP JACKS, POWER TONG, (2) PULLMASTER MODEL PL5 DECK WINCHES, ETC.

C/W IRONTECH CLASS II CARRIER-MOUNTED 22-GAL ACCUMULATOR SYSTEM S/N AS08IT00043

2005 WESTERN STAR MODEL 4964SA TRI-DRIVE TRUCK S/N 5KJRALCK4SPN91874 AND/OR 5KJRALCK45PN91874. MERITOR MODEL FL941 SPRING-RIDE FRONT AXEL RATED AT 14,600-LBS EQUIPPED WITH POLISHED ALUMINUM WHEELS MOUNTED ON 385/65R/22.5 TIRES W/ APPROXIMATELY 10-MM OF TREAD REMAINING, AIR-OPERATED BRAKES & ABS BRAKING SYSTEM. TRI-DRIVE REAR AXELS RATED AT 46,000-LBS W/ AIR-RIDE SUSPENSION MOUNTED ON POLISHED ALUMINUM WHEELS W/ 11R22.5 TIRES W/ APPROXIMATELY 12-MM OF TREAD REMAINING, AIR-OPERATED BRAKES & ABS BRAKING SYSTEM. TRUCK IS EQUIPPED WITH; DRIVER'S AIR-RIDE SEAT, TIRE CHAINS, DUEL FUEL TANKS, REVOLVING BEACONS CHALKS ETC.

C/W DETROIT SERIES 60, 14-LITRE TURBO DIESEL DRIVE ENGINE S/N 05R0801867, RATED @ 500-HP @ 1800 RPM.

C/W TRANSMISSION; ALLISON MODEL 4700 OFS 5- SPEED AUTOMATIC TRANSMISSION W/ POWER TAKE-OFF.

C/W HYDRAULIC SYSTEM; RESEVOIR TANK, POWER TAKE-OFF & TWO-STAGE HYDRAULIC PUMP.

C/W TULSA MODEL 30BBX4L2F WINCH; 30,000-LB

C/W EWECO (EMPIRE) MODEL E300 TRIPLEX MUD PUMP, 330-HP, 35,000-KPA WP, 5-IN X 5-IN C/W FORGED FLUID END, QUICK-CHANGE HEADS, 5-VALVE MANIFOLD PULSATION DAMPENER, BOWIE CHARGE PUMP W/ 2-IN PRESSURE GAUGE & RELIEF VALVE.

C/W MUD TANK; STEEL-FABRICATED 28-M 176- BBL) MUD TANK WITH

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SETTLING-TROUGH, TWO COMPARTMENTS, TWO GUNS W/VALVES, MIX HOPPER, DEGASSER, 118-M OF 50.8-MM LINE PIPE W/ CHIKSANS, 50.8-MM & 101-MM MUD HOSES.

TRAVELING & RIG FLOOR EQUIPMENT - MCKISSICK FIG 83AWT-20, 75-TON TRAVELING BLOCK ASSEMBLY S/N 1759866 W/ (3) 20-IN SHEAVES GROOVED FOR -IN LINE. SET TILLERY & PARKS TYPE 5890-HYDRAULIC POWER TUBING TONG SET X 1-3/4-IN X 72-IN WELDLESS ELEVATOR LINKS, 150-TON CAPACITY. CANGLOBAL MODEL CLIPPER WEIGHT INDICATOR S/N C1240, 0-90,000-DAN, CALIBRATED TO 62,000-DAN. CAVINS DEPTHOMETER FOR 14.28-MM SANDLINE.

B.O.P. EQUIPMENT - IEI (API) DOUBLE-GATE RAM PREVENTER S/N 05-059, 179- MM (7-1/16 IN) X 35,000-KPA (5,000-PSI) WP, NACE TRIM. SPOOL, 179 -MM (7-1/16 IN) X 35,000-KPA (5,000-PSI) WP W/ 51-MM OUTLET VALVE. BOP HOSES, VALVES, HOSES, STUDS, NUTS, (2T) HI-KALIBRE SAFETY VALVES, 73 & 73-MM. LOT OF SAVER SUBS, 73 & 89-MM.

TUBING & ROD HANDLING EQUIPMENT - SET CAVINS 82.5-TON TUBING SPIDER W/ 3 1/2-IN (89-MM) SLIP BODY. SET MISSION SHALLOW HAND SLIPS W/ 60 TO 89-MM DIES. SET AOT 100-TON 60-MM (2-3/8 IN) TUBING ELEVATORS. SET BJ 100-TON 73-MM (2-7/8 IN) TUBING ELEVATORS. TWO ROD ELEVATORS, 5/8-IN TO 1-IN. FOUR ROD WRENCHES, 5/8-IN TO 1-IN. 76-MM ROD TABLE W/ BRASS ROD GUIDE. TRICO MODEL 554 578-600, 25-TON ROD HOOK W/CLEVIS REGAN 3-IN 76-MM X 21,000-KPA ROD BOP. 10-TON BOP ELEVATOR W/PICK-UP SLINGS. LOT OF ROD CHASER, TUBING DRIFTS, ROD TRANSFERS, ETC. LOT OF PUP JOINTS, 60-MM & 73-MM.

SERVICING & SWABBING EQUIPMENT - GUIBERSON TYPE HD TANDEM OIL SAVER W/ HIGH PRESSURE PUMP & HOSE. LUBRICATOR, (2) 76-MM X 4.57-M (3-IN X 20- FT) W/ FIG 200 UNIONS. 600/900 SERIES HYDRAULIC TUBING PACK-OFF SPOOL. LIFT MANDRELS, ROD JARS, KNUCKLE JOINTS, ROPE SOCKETS, SINKER BARS, TUBULARS ROD JARS, CENTRIFUGE, ETC. SWAB TREE ASSEMBLY W/ 76-MM X 21,000- KPA DEMCO VALVE, 76-MM FP ROD BOP, FLOW TEE & 51-MM BALL VALVE.

DOGHOUSE BUILDING & CONTENTS - 1998 SHOP-BUILT MOBILE DOGHOUSE TRAILER S/N MWS004; APPROXIMATELY 8-FT WIDE X 26-FT LONG MOUNTED ON TANDEM 10,000-LBS AXELS C/W CHANGE SHACK & LIGHT PLANT SECTION. CHANGE SHACK/ DOGHOUSE; (8) LOCKERS, FRIDGE, DESK, STOVE, ELECTRIC HEATER, STORAGE BENCHES W/ FILTERS, COVERALLS, & GLOBED INCANDESCENT INTERIOR LIGHTING. UTILITY ROOM; UTILITY BENCH, VISE, BUFFER/GRINDER, LOCKING STORAGE COMPARTMENTS, WRENCH BOARDS, LUBRICANTS, SLINGS, CHAINS, W/ ELECTRIC HEATER, GRINDER, VICE, WORK BENCHES & INCINOLET TOILET. LIGHT PLANT; ISUZU MODEL EE-4BG1T 4- CYLINDER DIESEL UNITIZED WITH STAMFORD 30- KW GENERATOR C/W DAY TANK, ELECTRIC START & SWITCHGEAR. INCINOLET MODEL WB ELECTRIC TOILET.

AUXILIARY TRUCK 2000 WESTERN STAR MODEL 4964SX TANDEM-AXEL TRUCK S/N 2WLPCD2G5YK960249 W/ FREIGHTLINER MODEL FL941 SPRING-RIDE FRONT AXEL RATED AT 20,000-LBS EQUIPPED WITH POLISHED ALUMINUM WHEELS MOUNTED ON 445/65R22.5 TIRES W/ APPROXIMATELY 14-MM OF TREAD REMAINING, AIR OPERATED BRAKES & ABS BRAKING SYSTEM. FREIGHTLINER MODEL RT 44 145P TANDEM DRIVE AIR-RIDE REAR AXELS RATED AT 22,000-LBS EACH EQUIPPED W/ POLISHED ALUMINUM WHEELS MOUNTED ON 11R22.5 TIRES W/ APPROXIMATELY 18-MM OF TREAD REMAINING, AIR - OPERATED BRAKES & ABS

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BRAKING SYSTEM. TRUCK IS EQUIPPED WITH; DRIVER'S AIR-RIDE SEAT, TIRE CHAINS, DUEL FUEL TANKS, REVOLVING BEACONS, CHALKS ETC. CAT MODEL C12, 12-L TURBO-CHARGED DIESEL ENGINE S/N 2KS03838RATED @ 425-HP @ 1800. TRANSMISSION; EATON MODEL RTLO- 16918B, 18-SPEED MANUAL TRANSMISSION. TRANSPORT BODY; APPROXIMATELY 8-FT WIDE X 20-FT LONG. BODY IS EQUIPPED W/ROLL-BACK ACCESS TARP, LOCKING STORAGE COMPARTMENTS BUILT-IN TOOL BOXES, BOP SLIDING STAND, TONG RACK, LUBRICATOR RACK,ETC

RIG SUPPORT EQUIPMENT - LOT OF SAFETY EQUIPMENT INCLUDING; FIRE EXTINGUISHERS, TWO SCBA 30-MINUTE AIR PACKS, SAFETY GLASSES & SHIELDS, BASKET STRETCHER, FIRST AID KITS, SAFETY SIGNS, SAFETY & CLIMBING BELTS EYE WASH STATIONS, FIRE BLANKET, (2) SALA SELFRETRACTING LIFELINES, SALA RIG-RIDER, HIGH ANGLE RESCUE KIT, ETC. LOT OF GENERAL RIG TOOLS INCLUDING HAND WRENCHES, SCREWDRIVERS, HAMMERS, PIPE WRENCHES, JACKS, WIRE BRUSHES, CROW BARS, CABLE CUTTERS, DRILLS, FILE SETS, SLEDGE HAMMERS, SHOVELS, TIGER TORCH, BENCH GRINDERS, ETC. LOT SPARE PARTS & CONSUMABLES INCLUDING MUD PUMP PARTS, TABLE INSERTS, VALVES, HOSES, FILTERS, WIRE ROPE, SLINGS, UNIONS, FIST GRIPS, BULL PLUGS, CHAINS, HOSE CLAMPS, NIPPLES, ETC.

RIG 7: 1978 (REBUILT 2009) CARDWELL K150 MOBILE RIG CARRIER; - 1978 CARDWELL MODEL B140, 4-AXLE SELF-PROPELLED BACK-IN CARRIER S/N 78244, ROCKWELL TANDEM-STEER SPRING-RIDE FRONT AXELS EQUIPPED W/ STEEL WHEELS MOUNTED ON 445/65-22.5 TIRES W/ ABS BRAKING SYSTEM. ROCKWELL TANDEM-DRIVE REAR AXELS MOUNTED ON STEEL WHEELS EQUIPPED W/ 12R22.5 TIRES W/ ABS BRAKING SYSTEM. SINGLE-MAN INSULATED CAB W/ CONTROLS, BUILT-IN TOOL BOXES, FUEL TANKS, WING WALK AND ADJUSTABLE WORKING PLATFORM.

C/W MAST; 1978 CARDWELL MODEL 72-140, 21.9-M (72-FT) SQUARE-TUBING STIFF MAST S/N CE-4544, 62,300-DAN HOOK-LOAD CAPACITY W/ 4-LINES, PRIMARY & SECONDARY FALL ARREST SYSTEMS, 2-IN STANDPIPE & SIX SHEAVE CROWN ASSEMBLY.

C/W DRAWWORKS; CARDWELL MODEL K150 DOUBLED DRUM DRAWWORKS. MAIN DRUM; 203-MM (8-IN) X 914-MM (36-IN). SANDLINE DRUM; 203- MM (8-IN) X 914-MM (36-IN), C/W CROWNSAVER, KOBELT BAND 36-IN, MODEL 122 HYDROMANTIC BRAKE CLUTCH, MECHANICAL DRUM BRAKE & CROWN-O-MATIC CROWN SAVER.

C/W ENGINE; DETROIT SERIES 60 14.0-L TURBOCHARGED DIESEL DRIVE ENGINE S/N 04RE102775 RATED @ 665-HP @ 2300 RPM.

C/W TRANSMISSION S/N 2510014086; ALLISON MODEL CLT750 TORQUE TUBE DRIVE AUTOMATIC TRANSMISSION.

C/W BEVEL RIGHT ANGLE DRIVE BOX.

C/W DRILL & SANDLINE; 1-INCH (25.4-MM) DRILLLINE & 1/2-IN (12.7-MM) SANDLINE. HYDRAULIC SYSTEM; RIG-MOUNTED HYDRAULIC SYSTEM WITH APPROXIMATELY 200-GAL TANK, HYDRAULIC PUMP, MANIFOLD, FILTERS & HOSES, SYSTEM OPERATES ONE 3-STAGE MAST RAISING CYLINDER, (2) REAR LEVELLING JACKS & TWO MIDSHIP JACKS, POWER TONG, (2) DECK WINCHES, ETC.

C/W CLASS II CARRIER-MOUNTED 22-GAL ACCUMULATOR SYSTEM.

UNIT PT-07: 1996 PETERBILT PUMP TRUCK - 1996 PETERBILT TRUCK S/N 1XPALB9XZTN392850 AND/OR 1XPALB9X2TN392850 EQUIPPED W/ SPRING-RIDE FRONT AXEL MOUNTED ON POLISHED ALUMINUM WHEELS W/ 425/65R22.5 TIRES

W/ AIR-OPERATED BRAKES & ABS BRAKING SYSTEM. TRIDEM TRI-DRIVE REAR AXELS W/ AIR-RIDE SUSPENSION MOUNTED ON POLISHED ALUMINUM WHEELS W/ 11R22.5 TIRES W/ APPROXIMATELY 17-MM OF TREAD REMAINING, AIR-OPERATED BRAKES & ABS BRAKING SYSTEM. TRUCK IS EQUIPPED WITH; DRIVER'S AIR-RIDE

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SEAT, TIRE CHAINS, CHALKS ETC.

C/W ENGINE; CAT MODEL 3406E DIESEL ENGINE RATED AT 475-HP.

C/W TRANSMISSION; EATON MODEL RTLO-20918B, 18-SPEED MANUAL TRANSMISSION.

C/W HYDRAULIC SYSTEM; APPROXIMATELY 60-GAL TANK, CHELSEA POWER TAKE-OFF & TWO-STAGE HYDRAULIC PUMP.

C/W TULSA MODEL 30BBX4L2F WINCH; 30,000-LB

C/W GARDNER DENVER TRIPLEX MUD PUMP, 300-HP, 35,000-KPA WP, 4-IN X 5-IN C/W FORGED FLUID END, QUICK-CHANGE HEADS, 5-VALVE MANIFOLD PULSATION DAMPENER, BOWIE CHARGE PUMP, W/ 2-IN PRESSURE GAUGE & RELIEF VALVE.

C/W MUD TANK; STEEL-FABRICATED 32-M 200-BBL) MUD TANK WITH SETTLING-TROUGH, TWO COMPARTMENTS, W/ VALVES, DEGASSER, C/W LOW LINE, CHIKSANS & MUD HOSES.

TRAVELING & RIG FLOOR EQUIPMENT - MCKISSICK FIG 83AWT-20, 75-TON TRAVELING BLOCK ASSEMBLY W/ (3) 20-IN SHEAVES GROOVED FOR 1-IN LINE. SET GILL TYPE 500 HYDRAULIC POWER TUBING TONGS. SET X 1-3/4-IN X 72-IN WELD LESS ELEVATOR LINKS, 150-TON CAPACITY. CANGLOBAL MODEL CLIPPER WEIGHT INDICATOR, 0-90,000-DAN, CALIBRATED TO 62,000-DAN. CAVINS DEPTHOMETER FOR 14.28-MM SANDLINE.

B.O.P. EQUIPMENT - IEI (CONTROL TECH) MODEL CS DOUBLE-GATE RAM PREVENTER, 179-MM (7-1/16 IN) X 35,000-KPA (5,000-PSI) WP, NACE TRIM. SPOOL, 179-MM (7-1/16 IN) X 35,000-KPA (5,000-PSI) WP W/ 51-MM OUTLET VALVE. BOP HOSES, VALVES, HOSES, STUDS, NUTS, ETC. TWO HI-KALIBRE SAFETY VALVES, 73 & 73-MM. LOT OF SAVER SUBS, 73 & 89-MM.

TUBING & ROD HANDLING EQUIPMENT - SET CAVINS 82.5-TON TUBING SPIDER W/ 3 1/2-IN (89-MM) SLIP BODY. SET MISSION SHALLOW HAND SLIPS W/ 60 TO 89-MM DIES. SET AOT 100-TON 60-MM (2-3/8 IN) TUBING ELEVATORS. SET BJ 100-TON 73-MM (2-7/8 IN) TUBING ELEVATORS. TWO ROD ELEVATORS, 5/8-TO 1-IN. FOUR ROD WRENCHES, 5/8-IN TO 1-IN. 76-MM ROD TABLE W/ BRASS ROD GUIDE. TRICO MODEL 554 578-600, 25-TON ROD HOOK W/ CLEVIS. REGAN 3-IN 76-MM X 21,000-KPA ROD BOP. 10-TON BOP ELEVATOR W/PICK-UP SLINGS. LOT OF ROD CHASER, TUBING DRIFTS, ROD TRANSFERS, ETC. LOT OF PUP JOINTS, 60-MM & 73-MM.

.SERVICING & SWABBING EQUIPMENT - GUIBBERTSON TYPE HD TANDEM OIL SAVER W/ HIGH PRESSURE PUMP & HOSE. LUBRICATOR, (2) 76-MM X 4.57-M (3-IN X 20-FT) W/ FIG 200 UNIONS. 600/900 SERIES HYDRAULIC TUBING PACK-OFF SPOOL. LIFT MANDRELS, ROD JARS, KNUCKLE JOINTS, ROPE SOCKETS, SINKER BARS, TUBULARS ROD JARS, CENTRIFUGE, ETC. SWAB TREE ASSEMBLY W/ 76-MM X 21,000- KPA DEMCO VALVE, 76-MM FP ROD BOP, FLOW TEE & 51-MM BALL VAVLE.

DOGHOUSE BUILDING & CONTENTS - 2001 MOBILE DOGHOUSE TRAILER  
2C9HB460812044028 AND/OR 2C9HB46D812044028; EQUIPPED WITH SPRING-RIDE  
TANDEM 10,000-LBS AXELS MOUNTED ON 225/70R22.5 TIRES. TRAILER IS C/W  
CHANGE SHACK & LIGHT PLANT. LIGHT PLANT; ISUZU 3-CYLINDER DIESEL  
UNITIZED WITH STAMFORD 25-KW GENERATOR C/W DAY TANK, ELECTRIC START &  
SWITCHGEAR. INCINOLET MODEL WB ELECTRIC TOILET.

AUXILIARY TRUCK - 1986 KENWORTH TANDEM-AXEL TRUCK S/N  
2XKWDBUX2GM915179 AND/OR 2XKWDBOX2GM915179. SPRING-RIDE FRONT AXEL  
MOUNTED ON STEEL WHEELS EQUIPPED W/ AIR - OPERATED BRAKES. AIR-RIDE

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REAR AXELS MOUNTED ON STEEL WHEELS. STEEL-CONSTRUCTED CARRIER DECK.  
ENGINE; CAT MODEL 3406E DIESEL ENGINE RATED AT 475-HP. TRANSMISSION;  
EATON MODEL RTLO-16918B, 18-SPEED MANUAL TRANSMISSION. HYDRAULIC  
SYSTEM; APPROXIMATELY 40-GAL TANK, CHELSEA POWER TAKE-OFF & HYDRAULIC  
PUMP. TULSA MODEL 30BBX4L2F WINCH; 30,000-LB. JUNK SKID;  
APPROXIMATELY 8-FT WIDE X 16-FT LONG. BODY IS EQUIPPED W/ LOCKING  
STORAGE COMPARTMENTS, BUILT-IN TOOL BOXES, BOP STAND, TONG RACK,  
LUBRICATOR RACK, ETC.

RIG SUPPORT EQUIPMENT - LOT OF SAFETY EQUIPMENT INCLUDING; FIRE  
EXTINGUISHERS, TWO SCBA 30-MINUTE AIR PACKS, SAFETY GLASSES & SHIELDS,  
BASKET STRETCHER, FIRST AID KITS, SAFETY SIGNS, SAFETY & CLIMBING BELTS  
EYE WASH STATIONS, FIRE BLANKET, (2) SALA SELF-RETRACTING LIFELINES,  
SALA RIG-RIDER, HIGH-ANGLE RESCUE KIT, ETC. LOT OF GENERAL RIG TOOLS  
INCLUDING HAND WRENCHES, SCREWDRIVERS, HAMMERS, PIPE WRENCHES, JACKS,  
WIRE BRUSHES, CROW BARS, CABLE CUTTERS, DRILLS, FILE SETS, SLEDGE  
HAMMERS, SHOVELS, TIGER TORCH, BENCH GRINDERS, ETC. LOT SPARE PARTS &  
CONSUMABLES INCLUDING MUD PUMP PARTS, TABLE INSERTS, VALVES, HOSES,  
FILTERS, WIRE ROPE, SLINGS, UNIONS, FIST GRIPS, BULL PLUGS, CHAINS,  
HOSE CLAMPS, NIPPLES, ETC.

RIG 6: 2009 CRANE MODEL DR20106 5-AXLE SELF-PROPELLED BACK-IN CARRIER  
S/N 1CYEGW6879T049305.

TANDEM STEER FRONT AXELS EQUIPPED W/ POLISHED ALUMINUM WHEELS  
MOUNTED ON 445/65-22.5 TIRES W/ APPROXIMATELY 20-MM OF TREAD REMAINING  
& ABS BRAKINGSYSTEM. MERITOR 12X6 TRI-DRIVE REAR AXELS MOUNTED ON  
POLISHED ALUMINUM WHEELS EQUIPPED W/ 12R22.5 TIRES W/ APPROXIMATELY  
17-MM OF TREAD REMAINING & ABS BRAKING SYSTEM. SINGLE-MAN INSULATED  
CAB W/ CONTROLS, BUILT-IN TOOLBOXES, FUEL TANKS, WING WALK AND  
ADJUSTABLE WORKING PLATFORM. C/W MAST; 2009 CHEYENNE MODEL  
104-220, 31.7-M (104-FT) SQUARE-TUBING TELESCOPING MAST S/N  
09.08.015, 97,856-DAN HOOK-LOAD CAPACITY W/ 6-LINES, PRIMARY &  
SECONDARY FALL ARREST SYSTEMS, 2- IN STANDPIPE & SIX SHEAVE CROWN  
ASSEMBLY.

C/W DRAWWORKS; KIN MODEL M3810 DOUBLE-DRUM DRAWWORKS. MAIN DRUM;  
254-MM (10-IN) X 965-MM (38-IN). SANDLINE DRUM; 38-IN DIA X 8-IN WIDE,  
C/W CROWN-SAVER, KOBELT BAND 40- IN, MODEL 122 HYDROMANTIC BRAKE

CLUTCH, MECHANICAL DRUM BRAKE & CROWN-O-MATIC CROWN SAVER. C/W ENGINE; DETROIT SERIES 60 14.0-L TURBOCHARGED DIESEL DRIVE ENGINE S/N 06R1006764 RATED @ 665-HP @ 2300 RPM. C/W TRANSMISSION; ALLISON MODEL HT750 DR TORQUE-TUBE DRIVE AUTOMATIC TRANSMISSION. C/W NAMCO MODEL M94-RA45041 RIGHT ANGLE DRIVE BOX S/N N07-16002C/W DRILL & SANDLINE; 1-INCH (25.4-MM) DRILLINE & 1/2-IN (12.7-MM) SANDLINE. C/W HYDRAULIC SYSTEM; RIG-MOUNTED HYDRAULIC SYSTEM WITH APPROXIMATELY 200-GAL TANK, HYDRAULIC PUMP, MANIFOLD, FILTERS & HOSES, SYSTEM OPERATES ONE 3-STAGE MAST RAISING CYLINDER, TELESCOPING CYLINDER, (2) REAR LEVELLING JACKS & TWO MID-SHIP JACKS, POWER TONG, (2) DECK WINCHES, ETC

2000 KENWORTH MODEL T800 TRUCK S/N 1NK0LBEX9Y5959499 EQUIPPED W/ ROCK WELL MODEL 941 SPRINGRIDE FRONT AXEL RATED AT 16,000-LBS MOUNTED ON POLISHED ALUMINUM WHEELS W/ 425/65R22.5 TIRES W/ APPROXIMATELY 12-MM OF TREAD REMAINING, AIR-OPERATED BRAKES & ABS BRAKING SYSTEM. TRI-DRIVE REAR AXELS RATED AT 46,000-LBS EQUIPPED W/

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AIR-RIDE SUSPENSION MOUNTED ON POLISHED ALUMINUM WHEELS W/11R22.5 TIRES W/ APPROXIMATELY 17-MM OF TREAD REMAINING, AIR-OPERATED BRAKES & ABS BRAKING SYSTEM. TRUCK IS EQUIPPED WITH; DRIVER'S AIR-RIDE SEAT, TIRE CHAINS, CHALKS ETC. C/W ENGINE; CAT MODEL 3406E DIESEL ENGINE S/N 2WS31358 RATED AT 475-HP C/W TRANSMISSION; EATON MODEL RTLO-20918B, 18-SPEED MANUAL TRANSMISSION. C/W HYDRAULIC SYSTEM; APPROXIMATELY 60-GAL TANK, POWER TAKE-OFF & TWO-STAGE HYDRAULIC PUMP C/W TULSA MODEL 30BBX4L2F WINCH; 30,000-LB C/W EWECO (EMPIRE) MODEL E300 TRIPLEX MUD PUMP, 330-HP, 35,000-KPA WP 5-IN X 5-IN C/W FORGED FLUID END, QUICK-CHANGE HEADS, 5-VALVE MANIFOLD PULSATION DAMPENER, BOWIE CHARGE PUMP W/ 2-IN PRESSURE GAUGE & RELIEF VALVE. C/W MUD TANK; STEEL-FABRICATED 32-M 200-BBL) MUD TANK WITH SETTLING-TROUGH, TWO COMPARTMENTS, W/ VALVES, DEGASSER, C/W FLOW LINE, CHIKSANS & MUD HOSES.

TRAVELING & RIG FLOOR EQUIPMENT - MCKISSICK FIG 83AWT-24, 100-TON TRAVELING BLOCK ASSEMBLY S/N 875792 W/ (3) 24-IN SHEAVES GROOVED FOR 1-IN LINE. SET GILL TYPE 500 HYDRAULIC POWER TUBING TONGS S/N 500-945 SET X 1-3/4-IN X 72-IN WELD LESS ELEVATOR LINKS S/N 150T072/71, 150-TON CAPACITY. CANGLOBAL MODEL CLIPPER WEIGHT INDICATOR S/N 28528, 0- 90,000-DAN CALIBRATED TO 62,000-DAN. CAVINS DEPTHOMETER FOR 14.28-MM SANDLINE.

B.O.P. EQUIPMENT - IEI (CONTROL TECH) MODEL CS DOUBLE-GATE RAM PREVENTER S/N K08-092, 179-MM (7-1/16 IN) X 35,000- KPA (5,000-PSI) WP, NACE TRIM. SPOOL, 179-MM (7-1/16 IN) X 35,000-KPA (5,000-PSI) WP W/ 51-MM OUTLET VALVE S/N 50209-ACD-4. BOP HOSES, VALVES, HOSES, STUDS NUTS, ETC. TWO HI-KALIBRE SAFETY VALVES, 73 & 73-MM. LOT OF SAVER SUBS, 73 & 89-MM.

TUBING & ROD HANDLING EQUIPMENT - SET CAVINS 82.5-TON TUBING SPIDER W/ 3 1/2-IN (89-MM) SLIP BODY. SET MISSION SHALLOW HAND SLIPS W/ 60 TO 89-MM DIES. SET AOT 100-TON 60-MM (2-3/8 IN) TUBING ELEVATORS. SET BJ 100-TON 73-MM (2-7/8 IN) TUBING ELEVATORS. TWO ROD ELEVATORS, 5/8-IN TO 1-IN. FOUR ROD WRENCHES, 5/8-IN TO 1-IN. 76-MM ROD TABLE W/ BRASS ROD GUIDE. TRICO MODEL 554 578-600, 25-TON ROD HOOK W/CLEVIS S/N S/N H1208060. REGAN 3-IN 76-MM X 21,000-KPA ROD BOP. 10-TON BOP ELEVATOR W/ PICK-UP SLINGS. LOT OF ROD CHASER, TUBING DRIFTS, ROD TRANSFERS, ETC. LOT OF PUP JOINTS, 60-MM & 73-MM.

SERVICING & SWABBING EQUIPMENT - GUIBBERSON TYPE HD TANDEM OIL SAVER W/ HIGH PRESSURE PUMP & HOSE. LUBRICATOR, (2) 76-MM X 4.57-M (3-IN X 20- FT) W/ FIG 200 UNIONS. 600/900 SERIES HYDRAULIC TUBING PACK-OFF SPOOL. LIFT MANDRELS, ROD JARS, KNUCKLE JOINTS, ROPE SOCKETS, SINKER BARS, TUBULARS ROD JARS, CENTRIFUGE, ETC. SWAB TREE ASSEMBLY W/ 76-MM X 21,000- KPA DEMCO VALVE, 76 MM FP ROD BOP, FLOW TEE & 51-MM BALL VALVE.

DOGHOUSE BUILDING & COMPONENTS - 2009 SOUTHLAND MODEL CHT22500-9535-84 MOBILE DOGHOUSE TRAILER S/N 2S9NL666491022197; APPROXIMATELY 8-FT WIDE X 36-FT LONG EQUIPPED WITH SPRING-RIDE TANDEM 10,000-LBS AXELS MOUNTED ON 225/70R22.5 TIRES. TRAILER IS C/W CHANGE SHACK & LIGHT PLANT / ACCUMULATOR SECTIONS. CHANGE SHACK/ DOGHOUSE SECTION; (8) LOCKERS,

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FRIDGE, DESK, STOVE, ELECTRIC HEATER, STORAGE BENCHES W/ FILTERS, COVERALLS, & GLOBED INCANDESCENT INTERIOR LIGHTING. LIGHT PLANT / ACCUMULATOR SECTION; UTILITY BENCH, VISE, BUFFER/GRINDER, LOCKING STORAGE COMPARTMENTS, WRENCH BOARDS, LUBRICANTS, SLINGS, CHAINS, W/ ELECTRIC HEATER, GRINDER, VICE, WORK BENCHES & INCINOLET TOILET. CLASS III ACCUMULATOR; 3-STATION ELECTRIC OVER APPROXIMATELY 280-LITRE RESERVOIR W/PUMP POWERED BY WEG 15-HP ELECTRIC MOTOR C/W HYDRAULICALLY - OPERATED BOP HOSE REELS & CARRIER-MOUNTED REMOTE. LIGHT PLANT S/N 49606; ISUZU MODEL EE-4BG1T 4-CYLINDER DIESEL UNITIZED WITH STAMFORD 55-KW GENERATOR C/W DAY TANK, ELECTRIC START & SWITCHGEAR. INCINOLET MODEL WB ELECTRIC TOILET.

AUXILIARY TRUCK - 2003 FREIGHTLINER COLUMBIA TANDEM AXEL TRUCK S/N 1FVPA6AV43PL05431. ROCK WELL MODEL 941 SPRING-RIDE FRONT AXEL RATED AT 14,000-LB MOUNTED ON POLISHED ALUMINUM WHEELS EQUIPPED W/65R22.5 TIRES W/ APPROXIMATELY 18-MM OF TREAD REMAINING, AIR - OPERATED BRAKES & ABS BRAKING SYSTEM. TRIDEM REAR DRIVE AXELS RATED AT 56,000-LBS EQUIPPED W/ AIRRIDE SUSPENSION MOUNTED ON POLISHED ALUMINUM WHEELS EQUIPPED W/ 11R22.5 TIRES W/ APPROXIMATELY 27-MM OF TREAD REMAINING, AIR - OPERATED BRAKES & ABS BRAKING SYSTEM. TRUCK IS C/W DUAL FUEL TANKS, CHAINS, TIRE CHALKS ETC. CAT MODEL C15 TURBO-CHARGED DIESEL ENGINE S/N GNZ87182 RATED @ 450-HP @ 2100 RPM. TRANSMISSION; EATON MODEL RTLO-16918B, 18-SPEED MANUAL TRANSMISSION. SERVICE BODY; APPROXIMATELY 8-FT WIDE X 20-FT LONG. BODY IS EQUIPPED W/ ROLL-BACK ACCESS TARP, LOCKING STORAGE COMPARTMENTS, BUILT-IN TOOL BOXES, BOP STAND, TONG RACK, LUBRICATOR RACK, ETC.

RIG SUPPORT EQUIPMENT - LOT OF SAFETY EQUIPMENT INCLUDING; FIRE EXTINGUISHERS, TWO SCBA 30-MINUTE AIR PACKS, SAFETY GLASSES & SHIELDS, BASKET STRETCHER, FIRST AID KITS, SAFETY SIGNS, SAFETY & CLIMBING BELTS, EYE WASH STATIONS, FIRE BLANKET, (2) SALA SELF-RETRACTING LIFELINES, SALA RIG-RIDER, HIGH-ANGLE RESCUE KIT, ETC. LOT OF GENERAL RIG TOOLS INCLUDING HAND WRENCHES, SCREWDRIVERS, HAMMERS, PIPE WRENCHES, JACKS, WIRE BRUSHES, CROW BARS, CABLE CUTTERS, DRILLS, FILE SETS, SLEDGE HAMMERS, SHOVELS, TIGER TORCH, BENCH GRINDERS, ETC. LOT SPARE PARTS & CONSUMABLES INCLUDING MUD PUMP PARTS, TABLE INSERTS, VALVES, HOSES, FILTERS, WIRE ROPE, SLINGS, UNIONS, FIST GRIPS, BULL PLUGS, CHAINS, HOSE CLAMPS, NIPPLES, ETC.

ONE (1) 2006 WESTERN STAR 4900 PUMP TRUCK S/N 5KJRALCV86PV36016 C/W EMPIRE E-300 5X6 PUMP AND DECKAGE, SERIAL NUMBER 2008-08-03 C/W 5 VALVE MANIFOLD 5000#, LINE PIPE AND ALBERTA SPEC 26M3 RIG TANK.

THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO. PROCEEDS: ALL OF THE DEBTORS PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS

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INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES.

INTERNAL REFERENCE: ESA CROSS#150011594277, #8754190001 AND #8774698001

Registering

Party: GE CANADA EQUIPMENT FINANCING G.P.  
3300, 525 - 8 AVENUE SW  
CALGARY AB T2P 1G1

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 283603H

Reg. Date: APR 10, 2013

Reg. Time: 09:32:29

Control #: D1729414

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 281297H

Base Reg. Date: APR 09, 2013

Details Description:

ADDITION OF COLLATERAL



Vehicle Collateral:

| Type | Serial # | Year | Make/Model | MH Reg.# |
|------|----------|------|------------|----------|
|------|----------|------|------------|----------|

\*\*\* ADDED \*\*\*

|       |    |                   |                              |  |
|-------|----|-------------------|------------------------------|--|
| V0036 | MV | 2RCR545D4C16F8393 | 2012 RYKAR SR500 SERVICE RIG |  |
|-------|----|-------------------|------------------------------|--|

General Collateral:

\*\*\* ADDED \*\*\*

2012 RYKAR MODEL SR500 FREESTANDING DOUBLE SERVICE RIG SERIAL NUMBER  
2RCR545D4C16F8393 C/W ALL ATTACHMENTS INCLUDING:  
NEW SERIES 60 DETROIT DIESEL ENGINE C/W THE FOLLOWING:  
RADIATOR C/W AIR TO AIR  
WATEROUS PANEL, OIL COOLER, FARR AIR CLEANER  
POWER STEERING PUMP C/W ADAPTER GEAR  
AIR COMPRESSOR, ALTERNATOR, STARTER  
BENDIXFAN HUB AND FAN  
AIR TO AIR PIPING AND HOSE KIT  
TURBO FLANGE AND CLAMP  
RIG SAVER, WILLIAMS CONTROL, COWL MUFFLER  
ALLISON OFS 4700 ELECTRONIC TRANSMISSION C/W FILTERS AND  
NANCO DROP BOX  
ENGINE AND TRANSMISSION MOUNTED ON MASTER SKID  
NEW 5 AXLE CARRIER, ALL HYDRAULICS AND WIRING  
RYKAR DRAWWORKS, 42X10 MAIN DRUM, 38X8 SANDLINE DRUM, 1 LEBUS  
GROOVING ON MAIN DRUM  
KOBELT DISC BRAKE C/W CALIPER  
20000# TANDEM FRONT AXLES C/W ABS BRAKES, REYCO SUSPENSION  
44000# ROCKWELL REAR AXLES, TRI-DRIVE, C/W NEWAY AIR RIDE  
SINGLE MAN CAB C/W AIR RIDE SEAT, HEATER, FAN, ALL GAUGES  
WABCO AIR SYSTEM  
852 CHELSEA PTO, C/W TANDEM HYDRAULIC PUMP  
2 STATION ACCUMULATOR SYSTEM S/W NITROGEN BACK UP SYSTEM  
125 GAL. ALUMINUM FUEL TANK  
COMPLETE 12 VOLT ELECTRICAL SYSTEM C/W LOCK OUT SWITCHES

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Search Criteria: MUSTANG WELL SERVICES INC.

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2 @ 8000# RATED WINCHES  
ALL DRIVING LIGHTS, MIRRORS, MUD FLAPS, ETC.  
4 NEW 445/65R22.5 RADIAL TIRES C/W 4 ALUMINUM RIMS, 12 NEW 12/R22.5 RA  
TIRES C/W 12 ALUMINUM RIMS  
TOOL BOXES  
MAST WIRING C/W INCANDESCENT LIGHTS  
MANUAL OUTRIGGERS (QT100 PLATE)  
6 FT. RIG FLOOR C/W FOLD OUT WINGS, C/W ALL HANDRAILS  
HYDRAULIC TANK, MINIMUM CAPACITY 250 GALS  
ALL WALKWAY S PULLOUT ON ROLLERS  
MCKISSICK DIVIDING BLOCK AND HOOK ASSEMBLY - 100 TON  
1200 10 DRILL LINE  
SET OF TUBING ELEVATORS; 2 7/80 EUE BVM TA100 TON AND 2 3/80  
EUE BVM TA100 TON  
SET OF KING ELEVATOR LINKS @ 720 X 1 00

ALL STAIRS COMING OFF CARRIER @ ALUMINIM C/W HANDRAILS  
FOLD UP BASE BEAM  
GUYLINES FROM MONKEY BOARD TO OUTRIGGERS  
CROWN LINES TO CARRIER  
SANDBLAST AND PAINT CUSTOMER COLORS (NOTE: 2 COLORS)  
CVIP CERTIFICATION NSM CERTIFICATION  
NSM CERTIFICATION  
COMPLETE MANUAL WITH ALL PART NUMBERS, ETC.

INTERNAL REFERENCE: ESA CROSS #8775251001.

Registering

Party: GE CANADA EQUIPMENT FINANCING G.P.  
1050-400 BURRARD STREET  
VANCOUVER BC V6C 3A6

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: NOV 05, 2013                      Reg. Length: 10 YEARS  
Reg. Time: 13:07:31                         Expiry Date: NOV 05, 2023  
Base Reg. #: 646368H                         Control #: D2101136

This registration was selected and included for your protection  
because of close proximity to your search criteria.

Block#

- S0001 Secured Party: GE CANADA EQUIPMENT FINANCING G.P.  
3300, 525 - 8 AVENUE SW  
CALGARY AB T2P 1G1
- S0002 Secured Party: GE CANADA LEASING SERVICES COMPANY  
3300, 525 - 8 AVENUE SW  
CALGARY AB T2P 1G1
- S0003 Secured Party: GENERAL ELECTRIC CANADA EQUIPMENT  
FINANCE G.P.  
3300, 525 - 8 AVENUE SW  
CALGARY AB T2P 1G1
- S0004 Secured Party: GE CANADA ASSET FINANCING HOLDING  
COMPANY  
3300, 525 - 8 AVENUE SW  
CALGARY AB T2P 1G1

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- S0005 Secured Party: GE TECHNOLOGY FINANCE  
3300, 525 - 8 AVENUE SW  
CALGARY AB T2P 1G1
- S0006 Secured Party: GE VFS CANADA LIMITED PARTNERSHIP  
3300, 525 - 8 AVENUE SW  
CALGARY AB T2P 1G1

S0007 Secured Party: GE CAPITAL CANADA EQUIPMENT FINANCING  
& LEASING COMPANY  
3300, 525 - 8 AVENUE SW  
CALGARY AB T2P 1G1

=D0001 Base Debtor: MUSTANG WELL SERVICES LTD.  
(Business) #1110 - 910 7TH AVENUE  
CALGARY AB T2P 3N8

General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Registering

Party: GE CANADA EQUIPMENT FINANCING G.P.  
1050-400 BURRARD STREET  
VANCOUVER BC V6C 3A6

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: JUN 30, 2014 Reg. Length: 10 YEARS  
Reg. Time: 11:12:50 Expiry Date: JUN 30, 2024  
Base Reg. #: 043950I Control #: D2507129

This registration was selected and included for your protection  
because of close proximity to your search criteria.

Block#

S0001 Secured Party: ALBERTA TREASURY BRANCHES  
600, 444 - 7 AVENUE SW  
CALGARY AB T2P 0X8

=D0001 Base Debtor: MUSTANG WELL SERVICES LTD  
(Business) 46272 HIGHWAY 56  
CAMROSE AB T4V 1X4

D0002 Bus. Debtor: MRBD LTD  
46272 HIGHWAY 56  
CAMROSE AB T4V 1X4

Vehicle Collateral:

| Type  | Serial # | Year              | Make/Model                     | MH Reg.# |
|-------|----------|-------------------|--------------------------------|----------|
| V0001 | MV       | 2E9RSZ5Z36R073004 | 2006 RIG CARRIER LOW RIDER     |          |
| V0002 | MV       | 1FVUF7WB1YPG53125 | 2000 FREIGHTLINER CONVENTIONAL |          |
| V0003 | TR       | MWS200902         | 2009 MOBILE DOGHOUSE TRAILER   |          |
| V0004 | MV       | 2WLPCD2G5YK960249 | 2000 WESTERN STAR FL941        |          |
| +++   | MV       | 239RSZ5Z96R073007 | 2006 RIG CARRIER LOW RIDER     |          |
| V0006 | MV       | 5KKPALAV83PL79816 | 2003 WESTERN STAR 4900SA       |          |
| V0007 | TR       | MWS201002         | 2010 MOBILE DOGHOUSE TRAILER   |          |
| V0008 | MV       | 2WKPDJH4YK962165  | 2000 WESTERN STAR 5964SX       |          |

Continued on Page 30

Search Criteria: MUSTANG WELL SERVICES INC.

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Vehicle Collateral:

| Type | Serial # | Year | Make/Model | MH Reg.# |
|------|----------|------|------------|----------|
|------|----------|------|------------|----------|

|       |    |                   |      |                           |
|-------|----|-------------------|------|---------------------------|
| +++   | MV | 1CYEGW6847T047676 | 2007 | CRANE DR0106 5 AXEL       |
| V0010 | MV | 2WLPSDCJ3YK962739 | 2000 | WESTERN STAR 4986FX       |
| V0011 | TR | 2M91DV3B7CC185001 | 2012 | SHOP-BUILT MOBILE         |
| V0012 | MV | 1FUX3EDB3SP599554 | 2000 | HIGHWAY TANDEM-AXEL TRUCK |
| V0013 | MV | 2R9R4CF128E690061 | 2008 | IRON TECH SR242 5-AXEL    |
| V0014 | MV | 5KJRALCK45PN91874 | 2005 | WESTERN STAR 4964SA       |
| V0015 | TR | MWS004            | 1998 | SHOP-BUILT MOBILE         |
| V0016 | TR | 2WKPDDCJ8WK950999 | 1988 | WESTERN STAR 4964FX       |
| V0017 | MV | 1CYEGW6879T049305 | 2009 | CRANE DR20106 5-AXEL      |
| V0018 | MV | 1FUUF7WB1YPG53125 | 2000 | FREIGHTLINER T800 TRUCK   |
| V0019 | TR | 2S9NL666491022197 | 2009 | SOUTHLAND                 |
| V0020 | MV | 1FVPA6AV43PL05431 | 2003 | FREIGHTLINER COLUMBIA     |
| V0021 | MV | 78244             | 1978 | CARDWELL B140 4 AXEL      |
| V0022 | MV | 5KJRALCV86PV36016 | 2006 | WESTERN STAR TRI-DRIVE    |
| V0023 | TR | 2C9HB46D812044028 | 2001 | DOGHOUSE TRAILER          |
| V0024 | MV | 196087            | 1980 | FRANKS TYPE 300           |
| V0025 | MV | 1FVPALAV83PL04474 | 2003 | FREIGHTLINER FLD120 TRUCK |
| V0026 | MV | 1HTXRAET11J086477 | 2001 | INTERNATIONAL 5900I 6X4   |
| V0027 | TR | 2M91DV3B7CC185008 | 2012 | MWS MOBILE DOGHOUSE       |
| V0028 | TR | 20856             | 2013 | DYNWINCH CD3-323          |
| V0029 | MV | 1HTXVSJT8DJ146041 | 2013 | INTERNATIONAL PAYSTAR     |
| V0030 | TR | 21270             | 2005 | DYNWINCH CDC-323          |
| V0031 | MV | 1HTXTAPT26J225893 | 2005 | INTERNATIONAL PAYSTAR     |
| V0032 | TR | 21681             | 2007 | DYNWINCH RECORDER BODY    |
| V0033 | MV | 1HTXSAPT67J407021 | 2007 | INTERNATIONAL 5618 7X6    |
| V0034 | TR | 33844             | 2012 | DYNWINCH RECORDER BODY    |
| V0035 | MV | 1HTXVAPT2BJ196710 | 2011 | INTERNATIONAL PAYSTAR     |
| V0036 | MV | 1HTNWSMT3DJ603273 | 2013 | INTERNATIONAL PAYSTAR     |
| V0037 | MV | 2WLNCCFFOTK941183 | 1996 | WESTERN STAR TRI DRIVE    |
| V0038 | MV | 1HTXSAPT35J055979 | 2005 | INTERNATIONAL 5600        |
| V0039 | MV | 5KKPALCK45PU76629 | 2005 | WESTERN STAR TRI-DRIVE    |
| V0040 | MV | 1HTWNAZT5DJ304393 | 2013 | INTERNATIONAL 7500SBA     |
| V0041 | MV | 1HTWNAZT1CJ603037 | 2012 | INTERNATIONAL 7500SBA 6X4 |
| +++   | MV | 1HTWNAZTLCJ603037 | 2002 | INTERNATIONAL 7500SBA 6X4 |
| V0043 | MV | 1HTWNAZT0CJ660216 | 2012 | INTERNATIONAL 7500SBA 6X4 |
| V0044 | MV | 1HTWNAZT9CJ078969 | 2012 | INTERNATIONAL 7500SBA 6X4 |
| V0045 | MV | 1HTMKAAR87H407626 | 2006 | WESTERN STAR TRI DRIVE    |

General Collateral:

FOR CLARIFICATION PURPOSES, THE FULL AND COMPLETE DESCRIPTION OF THE VEHICLE COLLATERAL IS:

MV 2006 2E9RSZ5Z36R073004 RIG CARRIER LOW RIDER 5 AXEL  
 MV 2000 1FUUF7WB1YPG53125 FREIGHTLINER CONVENTIONAL TRUCK  
 TR 2009 MWS200902 MOBILE DOGHOUSE TRAILER  
 MV 2000 2WLPCD2G5YK960249 WESTERN STAR FL941  
 MV 2006 239RSZ5Z96R073007 RIG CARRIER LOW RIDER 5 AXEL  
 MV 2003 5KKPALAV83PL79816 WESTERN STAR 4900SA TRI DIVE LOG TRUCK  
 TR 2010 MWS201002 MOBILE DOGHOUSE TRAILER  
 MV 2000 2WKPDDJH4YK962165 WESTERN STAR 5964SX TANDEM AXEL TRUCK  
 MV 2007 1CYEGW6847T047676 CRANE DR0106 5 AXEL CARRIER  
 MV 2000 2WLPSDCJ3YK962739 WESTERN STAR 4986FX TRIDRIVE PUMP TRUCK  
 TR 2012 2M91DV3B7CC185001 SHOP-BUILT MOBILE DOGHOUSE TRAILER  
 MV 2000 1FUX3EDB3SP599554 HIGHWAY TANDEM-AXEL TRUCK  
 MV 2008 2R9R4CF128E690061 IRON TECH SR242 5-AXEL CARRIER

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MV 2005 5KJRALCK45PN91874 WESTERN STAR 4964SA TRI-DRIVE TRUCK  
 TR 1998 MWS004 SHOP-BUILT MOBILE DOGHOUSE TRAILER  
 TR 1988 2WKPDDCJ8WK950999 WESTERN STAR 4964FX TANDEM-AXEL TRUCK  
 MV 2009 1CYEGW6879T049305 CRANE DR20106 5-AXEL CARRIER  
 MV 2000 1FUUF7WB1YPG53125 FREIGHTLINER T800 TRUCK  
 TR 2009 2S9NL666491022197 SOUTHLAND CHT22500-9535-84 DOGHOUSE TRAILER  
 MV 2003 1FVPA6AV43PL05431 FREIGHTLINER COLUMBIA TANDEM AXEL  
 MV 1978 78244 CARDWELL B140 4 AXEL CARRIER  
 MV 2006 5KJRALCV86PV36016 WESTERN STAR TRI-DRIVE  
 TR 2001 2C9HB46D812044028 DOGHOUSE TRAILER  
 MV 1980 196087 FRANKS TYPE 300 FREE STANDING CARRIER  
 MV 2003 1FVPALAV83PL04474 FREIGHTLINER FLD120 TRUCK  
 MV 2001 1HTXRAET11J086477 INTERNATIONAL 5900I 6X4 SERIES TRACTOR  
 TR 2012 2M91DV3B7CC185008 MWS MOBILE DOGHOUSE TRAILER  
 TR 2013 20856 DYNWINCH CD3-323  
 MV 2013 1HTXVSJT8DJ146041 INTERNATIONAL PAYSTAR 5918X6 TRI DRIVE TRUCK  
 TR 2005 21270 DYNWINCH CDC-323  
 MV 2005 1HTXTAPT26J225893 INTERNATIONAL PAYSTAR 59001 TRI AXEL TRUCK  
 TR 2007 21681 DYNWINCH RECORDER BODY  
 MV 2007 1HTXSAPT67J407021 INTERNATIONAL 5618 7X6 TRI-AXEL TRUCK  
 TR 2012 33844 DYNWINCH RECORDER BODY  
 MV 2011 1HTXVAPT2BJ196710 INTERNATIONAL PAYSTAR TRI-DRIVE TRUCK  
 MV 2013 1HTNWSMT3DJ603273 INTERNATIONAL PAYSTAR 5918X6 TRIDRIVE TRUCK  
 MV 1996 2WLNCFF0TK941183 WESTERN STAR TRI DRIVE TRUCK  
 MV 2005 1HTXSAPT35J055979 INTERNATIONAL 5600 6.4 TRI-DRIVE TRUCK  
 MV 2005 5KKPALCK45PU76629 WESTERN STAR TRI-DRIVE TRUCK  
 MV 2013 1HTWNAZT5DJ304393 INTERNATIONAL 7500SBA 6X4 SINGLE AXEL TRUCK  
 MV 2012 1HTWNAZT1CJ603037 INTERNATIONAL 7500SBA 6X4 SINGLE AXEL TRUCK  
 MV 2002 1HTWNAZTLCJ603037 INTERNATIONAL 7500SBA 6X4 SINGLE AXEL TRUCK  
 MV 2012 1HTWNAZT0CJ660216 INTERNATIONAL 7500SBA 6X4 SINGLE AXEL TRUCK  
 MV 2012 1HTWNAZT9CJ078969 INTERNATIONAL 7500SBA 6X4 SINGLE AXEL TRUCK  
 MV 2006 1HTMKAAR87H407626 WESTERN STAR TRI DRIVE TRUCK

Registering

Party: GOWLING LAFLEUR HENDERSON LLP  
 2300-550 BURRARD ST., BOX 30  
 VANCOUVER BC V6C 2B5

\*\*\* Name/Address Changed on March 2, 2016 to:

Registering

Party: GOWLING WLG (CANADA) LLP  
 2300-550 BURRARD ST.  
 VANCOUVER BC V6C 2B5

\*\*\* Name/Address Changed on March 2, 2016 to:

Registering

Party: GOWLING WLG (CANADA) LLP  
 2300-550 BURRARD ST.  
 VANCOUVER BC V6C 2B5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 050635I

Reg. Date: JUL 03, 2014  
 Reg. Time: 15:12:21  
 Control #: D2515835

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 043950I

Base Reg. Date: JUN 30, 2014

Continued on Page 32

Search Criteria: MUSTANG WELL SERVICES INC.

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Details Description:

CORRECTION TO VEHICLE COLLATERAL SERIAL NUMBERS

Vehicle Collateral:

| Type          | Serial #          | Year | Make/Model                | MH Reg.# |
|---------------|-------------------|------|---------------------------|----------|
| ** DELETED ** |                   |      |                           |          |
| +++ MV        | 239RSZ5Z96R073007 | 2006 | RIG CARRIER LOW RIDER     |          |
| ** DELETED ** |                   |      |                           |          |
| +++ MV        | 1CYEGW6847T047676 | 2007 | CRANE DR0106 5 AXEL       |          |
| ** DELETED ** |                   |      |                           |          |
| +++ MV        | 1HTWNAZTLCJ603037 | 2002 | INTERNATIONAL 7500SBA 6X4 |          |
| *** ADDED *** |                   |      |                           |          |
| V0046 MV      | 2E9RSZ5Z96R073007 | 2006 | RIG CARRIER LOW RIDER     |          |
| *** ADDED *** |                   |      |                           |          |
| V0047 MV      | 1CYEGW6837T047676 | 2007 | CRANE DR0106 5 AXEL       |          |
| *** ADDED *** |                   |      |                           |          |
| V0048 MV      | 1HTWNAZTLCJ603037 | 2012 | INTERNATIONAL 7500SBA 6X4 |          |

General Collateral:

\*\* DELETED \*\*

MV 2006 239RSZ5Z96R073007 RIG CARRIER LOW RIDER 5 AXEL

MV 2007 1CYEGW6847T047676 CRANE DR0106 5 AXEL CARRIER

MV 2002 1HTWNAZTLCJ603037 INTERNATIONAL 7500SBA 6X4 SINGLE AXEL TRUCK

\*\*\* ADDED \*\*\*

MV 2006 2E9RSZ5Z96R073007 RIG CARRIER LOW RIDER 5 AXEL

MV 2007 1CYEGW6837T047676 CRANE DR0106 5 AXEL CARRIER

MV 2012 1HTWNAZTLCJ603037 INTERNATIONAL 7500SBA 6X4 SINGLE AXEL TRUCK

ALL OF EACH DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY  
(INCLUDING, WITHOUT LIMITATION, FIXTURES).

Registering

Party: GOWLING LAFLEUR HENDERSON LLP  
2300-550 BURRARD ST., BOX 30  
VANCOUVER BC V6C 2B5

\*\*\* Name/Address Changed on March 2, 2016 to:

Registering

Party: GOWLING WLG (CANADA) LLP  
2300-550 BURRARD ST.  
VANCOUVER BC V6C 2B5

\*\*\* Name/Address Changed on March 2, 2016 to:

Registering

Party: GOWLING WLG (CANADA) LLP  
2300-550 BURRARD ST.  
VANCOUVER BC V6C 2B5

Search Criteria: MUSTANG WELL SERVICES INC.

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: JUL 18, 2014 Reg. Length: 5 YEARS  
Reg. Time: 15:09:04 Expiry Date: JUL 18, 2019  
Base Reg. #: 079267I Control #: D2545260

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: ALBERTA TREASURY BRANCHES  
700, 7300-48 AVENUE  
CAMROSE AB T4V 4W2

=D0001 Base Debtor: MUSTANG WELL SERVICES LTD  
(Business) PO BOX 1467  
CAMROSE AB T4V 1X4

General Collateral:  
ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY  
PAPP

Registering  
Party: ALBERTA TREASURY BRANCHES -  
COMMERCIAL  
3699 - 63RD AVENUE NE  
CALGARY AB T3J 0G7

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: OCT 17, 2014 Reg. Length: 5 YEARS  
Reg. Time: 12:00:17 Expiry Date: OCT 17, 2019  
Base Reg. #: 238665I Control #: D2708669

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: ALBERTA TREASURY BRANCHES  
700, 7300-48 AVENUE  
CAMROSE AB T4V 4W2

=D0001 Base Debtor: MUSTANG WELL SERVICES LTD  
(Business) PO BOX 1467

CAMROSE AB T4V 1X4

General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY  
PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY  
DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE  
ORIGINAL COLLATERAL OR PROCEEDS THEREOF

Registering

Party: ALBERTA TREASURY BRANCHES -  
COMMERCIAL  
3699 - 63RD AVENUE NE  
CALGARY AB T3J 0G7

Continued on Page 34

Search Criteria: MUSTANG WELL SERVICES INC.

Page: 34

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: OCT 17, 2014                      Reg. Length: 5 YEARS  
Reg. Time: 12:00:18                         Expiry Date: OCT 17, 2019  
Base Reg. #: 238666I                         Control #: D2708670

This registration was selected and included for your protection  
because of close proximity to your search criteria.

Block#

S0001 Secured Party: ALBERTA TREASURY BRANCHES  
700, 7300-48 AVENUE  
CAMROSE AB T4V 4W2

=D0001 Base Debtor: MUSTANG WELL SERVICES LTD  
(Business) PO BOX 1467  
CAMROSE AB T4V 1X4

General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Registering

Party: ALBERTA TREASURY BRANCHES -  
COMMERCIAL  
3699 - 63RD AVENUE NE  
CALGARY AB T3J 0G7

\*\*\*\*\*

Some, but not all, tax liens and other Crown claims are registered at the  
Personal Property Registry (PPR) and if registered, will be displayed on  
this search result. HOWEVER, it is possible that a particular chattel is  
subject to a Crown claim that is not registered at the PPR. Please consult  
the Miscellaneous Registrations Act, 1992 for more details. If you are  
concerned that a particular chattel may be subject to a Crown claim not  
registered at the PPR, please consult the agency administering the type  
of Crown claim.



