

APPENDIX A

Marketing Teaser

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Kinetex Multi-Component Services Inc.

SUMMARY

Ernst & Young Inc., in its capacity as Receiver and Manager (the "Receiver") of Kinetex Resource Corporation ("KRC") and Kinetex Multi-Component Services Inc. ("KMCS"), (collectively "Kinetex" or the "Company"), is seeking a divestiture of the business as a whole or as separate divisions.

KRC is a public company listed on the TSX Venture Exchange and owns 100% of the operating subsidiary, KMCS. KRC has no other assets besides certain accounts receivable and ownership of KMCS.

KMCS provided seismic planning, acquisition, processing and interpretation services to the oil and gas and mining industries. The head office of KMCS is located in Calgary, Alberta. KMCS has a branch registered in Colombia, South America and that branch has an office located in Bogotá, Colombia. KMCS's operations in North America ceased prior to the appointment of the Receiver and the Receiver has not retained the operational employees of KMCS employed in North America. KMCS' Colombia Branch remains operational.

The assets of KMCS primarily consist of specialized seismic equipment located in multiple jurisdictions of Canada including Alberta, Saskatchewan and Quebec as well as Houston, Texas and Bogotá, Colombia. KMCS also owns a seismic data library. A listing of KMCS' property including the location of equipment has been attached to this sheet; the listing excludes certain property of KMCS located in Colombia which may be acquired by a potential purchaser under a letter of intent entered into between the potential purchaser and the Receiver.

RATIONALE AND PROPOSED TRANSACTION

Kinetex has faced financial difficulties in recent months and on December 20, 2010, the Receiver was appointed by the Court of Queen's Bench of Alberta (the "Court"). Any proposed transaction would be subject to approval by the Court. Potential transaction options include acquisition of the business as a whole, group of complementary equipment, individual pieces of property and/or KMCS' seismic data library. The deadline for submitting a Proposed Transaction is Noon Mountain time March 31, 2011.

CONFIDENTIALITY

The information contained in this Overview is submitted to parties on a confidential basis for use solely in connection with their consideration of the acquisition opportunity described herein. By its acceptance hereof, the recipient agrees that neither it nor any of its employees or advisors shall use the information for any purpose other than the evaluation of the business opportunity, nor shall it divulge the information or distribute this Overview to any other party, in whole or in part, at any time without the prior written consent of the Receiver.

NEXT STEPS

Prospective purchasers should direct all inquiries to the Receiver who will arrange all contacts for the appropriate due diligence. **Prospective purchasers are requested not to contact former employees/consultants of Kinetex other than as directed by the Receiver.** Prospective purchasers are asked to contact the Receiver to receive access to further information and ability to conduct diligence on the opportunity. **The letter of intent bid deadline for this opportunity will be Noon Mountain time March 31st, 2011.**

ERNST & YOUNG INC. – RECEIVER OF KINETEX
1000, 440 2nd Avenue SW, Calgary, Alberta, Canada T2P 5E9

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Manager

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Kinetex Multi-Component Services Inc. - Seismic Equipment

444 - VSRS Recording Boxes 50 - MRX Recording Boxes 90 - Solar Battery Packs 760 - 3C Digital Sensors (SVSM's)							
UNIT #	MAKE	MODEL/DESCRIPTION	YEAR	BODY COLOR	FUEL	CATEGORY	VIN #
909	Morooka/ I.V.I	Track I.V.I Dual Array		White	White	Recording	

UNIT #	MAKE	MODEL/DESCRIPTION	YEAR	BODY COLOR	FUEL	CATEGORY	VIN #
915	IVI	Buggy Y2700 Failings	1996	White	Diesel	Recording	479
916	IVI	Buggy Y2700 Failings	1996	White	Diesel	Recording	480
917	IVI	Buggy Y2700 Failings	1996	White	Diesel	Recording	481

UNIT #	MAKE	MODEL/DESCRIPTION	YEAR	BODY COLOR	FUEL	CATEGORY	VIN #
901	IVI	Buggy Y2400 Failings	1995	White	Diesel	Recording	467
902	IVI	Buggy Y2400 Failings	1995	White	Diesel	Recording	485
903	IVI	Buggy Y2400 Failings	1995	White	Diesel	Recording	486
904	IVI	Buggy Y2400 Failings	1995	White	Diesel	Recording	487
905	IVI	Buggy Y2400 Failings	1995	White	Diesel	Recording	488

UNIT #	MAKE	MODEL/DESCRIPTION	YEAR	BODY COLOR	FUEL	CATEGORY	VIN #
908	Cat	D5H LGP	1994	Yellow	Diesel	Frontend	1DD05987
913	IVI	Buggy Y2700 Failings	1996	White	Diesel	Recording	477

UNIT #	MAKE	MODEL/DESCRIPTION	YEAR	BODY COLOR	FUEL	CATEGORY	VIN #
914	IVI	Buggy Y2700 Failings	1998	White	Diesel	Recording	478

300 - VSRS Recording Boxes

1,880 - 3C Digital Sensors (SVSM's)

Kinetex Multi-Component Services - Seismic Related Equipment

UNIT #	Location	MAKE	MODEL	YEAR	BODY COLOR	FUEL	CATEGORY	VIN #
118	Calgary, Ab	GMC	Topkick	1991	White	Gas	Battery Truck	1GDL7H1P6MJ518662
118	Calgary, Ab	GMC	Topkick	1995	White	Diesel	Recorder	1GDJ6H1J1SJS12528
121	Calgary, Ab	Suzuki	Sidekick	1993	White	Gas	Shop	2S3TA01C1P6400221
123	Russell Lake, Sk	Dodge	Ram 1500 Quad Cab 4x4	2004	White	Gas	Line Truck	1D7HU18N04J141606
139	Calgary, Ab	International	4700	1997	White	Diesel	Equipment Support	1HTSCABM1VH492748
140	Calgary, Ab	International	4900	1999	White	Diesel	Equipment Support	1HTSDAAN5XH684510
141	Calgary, Ab	Dodge	Ram 3500 Crew Cab 4X4	1997	White	Diesel	Equipment Support	1B7MF36D9VJ540430
142	Calgary, Ab	Dodge	Ram 1500 Quad Cab 4x4	2003	White	Gas	Line Truck	1D7HU18N5J551753
143	Calgary, Ab	Volvo	Wia 64 TES	1997	White	Diesel	Trailer Support	4VGWDBRH8VN740013
144	Russell Lake, Sk	Dodge	Ram 3500 Crew Cab 4X4	2002	White	Diesel	Camp Truck	3B7MF33C32M296275
151	Calgary, Ab	Dodge	Ram 1500 Quad Cab 4x4	2003	White	Gas	Survey Support	1D7HU18N73S258009
152	Calgary, Ab	Dodge	Ram 3500 Crew Cab 4X4	2002	White	Gas	Mechanic Truck	3B7MF33W32M258644
153	Calgary, Ab	Ford	E350 Passenger Van	2000	White	Gas	Crew Support	1FBSS31S7YHA48293
157	Calgary, Ab	Kenworth	T800 Winch Truck	1995	Blue/Silver	Diesel	Trailer Support	2NKDL60X7SM937862
158	Russell Lake, Sk	Jeep	Cherokee	1988	Black	Gas	Support Vehicle	1JCML7810J1T148758
160	Fort Qu'Appelle, Sk	Chevrolet	Suburban	2002	White	Gas	Support Vehicle	3GNGK26G42G166732
161	Calgary, Ab	Ford	F150	2002	White	Gas	Shop Truck	2FTRF17W32CA37108
166	Russell Lake, Sk	Ford	Bronco	1988	White	Gas	Support Truck	1FMDU15N9GLA39626
167	Calgary, Ab	Ford	F-150	1997	White	Gas	Support Truck	1FTDX1864VKA92396
170	Calgary, Ab	Dodge	Ram 3500 Regular Cab 4X4	2007	White	Diesel	Recorder	3D6WH46A97G789985
Calgary, Ab	Dodge	Ram 3500 Quad Cab 4X4	2007	White	Diesel	Trailer Support	3D6WH48AX7G717903	
177	Calgary, Ab	Dodge	Ram 1500 Quad Cab 4x4	2010	White	Gas	PM Truck	1D7RV1CT8AS135811

UNIT #	Location	MAKE	MODEL	YEAR	BODY COLOR	FUEL	CATEGORY	VIN #
Arctic	Yellowknife, NWT	Scandic	Skidoo	2000	Black/Silver	Gas	Recording Support	1237-00528
Arctic	Yellowknife, NWT	Scandic	Skidoo	2000	Black/Silver	Gas	Recording Support	1237-00588
Arctic	Yellowknife, NWT	Yamaha	Bravo Long Track	2000	Blue	Gas	Recording Support	8BD-019156
Arctic	Yellowknife, NWT	Yamaha	Bravo Long Track	2000	Blue	Gas	Recording Support	8BD-023337
Arctic	Yellowknife, NWT	Yamaha	Bravo Long Track	2000	Blue	Gas	Recording Support	8BD-020358
313	Keefe Lake, Sk	Artic Cat	TRV 500	2006	Red	Gas	Recording Support	4UF06ATV16T221537
314	Calgary, AB	Artic Cat	TRV 500	2006	Red	Gas	Recording Support	4UF06ATV26T221501
318	Calgary, AB	Weere's Spec. 200	Pontoon Boat	2006	White/Silver	Gas	RecordingSupport	WRSSP813
319	Calgary, AB	Lund Aluminum	Aluminum Boat	2006	Silver	Gas	RecordingSupport	YBVDA185K506
322	Calgary, AB	John Deere	Gator	2002	Green	Gas	Recording Support	WOO6221008437
326	Calgary, AB	Honda	Foreman 500	2006	Green	Gas	Recording Support	1HFTE31264100324
327	Conklin, Ab	Honda	Foreman 500	2006	Red	Gas	Recording Support	1HFTE310264116208
335	Calgary, AB	Honda	500 Foreman	2006	Olive	Gas	Recording Support	1HFTE312X84101649
336	Calgary, AB	Kawasaki	Teryx	2008	Green	Gas	Recording Support	JKARFDD118500727
337	Conklin, Ab	Honda	TRX 350	2006	Red	Gas	Recording Support	1HFTE252364500942
338	Calgary, AB	Honda	TRX 420 FMC	2007	Red	Gas	Recording Support	1HFTE352774001441
339	Calgary, AB	Honda	TRX 420 FMC	2007	Red	Gas	Recording Support	1HFTE352X74001949
340	Calgary, AB	Honda	TRX 420 FMC	2007	Red	Gas	Recording Support	1HFTE35974000253
341	Conklin, Ab	Honda	TRX 420 FMC	2007	Red	Gas	Recording Support	1HFTE35E874000003
342	Calgary, AB	Honda	TRX 350	2006	Red	Gas	Recording Support	1HFTE252364500962
343	Calgary, AB	Honda	TRX 350	2006	Red	Gas	Recording Support	1HFTE252264502083
344	Conklin, Ab	Honda	TRX 350	2006	Red	Gas	Recording Support	1HFTE252964500346
#REF!	Conklin, Ab	Honda	TRX 420 FMC	2007	Red	Gas	Recording Support	1HFTE352974001716

UNIT #	Location	MAKE	MODEL	YEAR	BODY COLOR	FUEL	CATEGORY	S/N #
403	Russell Lake, Sk	Sullivan	CD21006JDB	?	Orange	Diesel	Drill Support	20316A
405	Calgary, Alberta	Deutz	Compressor	?	Grey	Diesel	Drill Support	
817	Calgary, Alberta	CAT	Air Compressor	N/A	Yellow	N/A	Recording Support	

Kinetex Multi-Component Services - Seismic Related Equipment

UNIT #	Location	MAKE	MODEL	YEAR	BODY COLOR	FUEL	CATEGORY	S/N #
801	Calgary, Ab	Goertzen	Fifth Wheel	1997	Beige	N/A	Recording Support	2WZV2839V0006149
802	Calgary, Ab	Home Made	18 Ft. Beaver Tail	1999	Black	N/A	Recording Support	4P5CF1827P1115745
804	Calgary, Ab	Southland	Fifth Wheel	2001	Black	N/A	Drills Support	2S9LN546611028151
806	Keefe Lake, Sk	PJ	Ch142	2003	Black	N/A	Recording Support	4P5CH142532044405
807	Calgary, Ab	Utility Trailer	Trail Pro	2004	Black	N/A	Utility Trailer	2T9SC21414B166023
808	Calgary, Ab	Snowbear	400hd	2004	Black	N/A	Recording Support	2SWUW11A94G219662
809	Calgary, Ab	Tamel USA	Goosneck Trail	2006	Black	N/A	Recording Support	5PYAT172961004711
810	Russell Lake, Sk	Winnabago	Winnabago	1986	Cream	Gas	Crew	1GBKP37W5G3309802
811	Keefe Lake, Sk	Northgate Ind.	12 x 52 Camp Kitchen	1983	White	N/A	Crew	2520583
812	Calgary, Ab	EZ Loader	Pontoon Trailer	2006	Silver	N/A	Pontoon Boat/Support	7160
813	Russell Lake, Sk	All Fab	10 x 45 Kitchen/Diner	1977	Beige	N/A	Crew	771045W237KD
814	Calgary, Ab	Home Made	6X8 Tilt Deck Trailer	N/A	Red	N/A	Recording Support	10012
815	Russell Lake, Sk	Home Made	10 x 50ft Wash Car	n/a	Beige	N/A	Crew	EY3-6
816	Russell Lake, Sk	Wabash	Dry Van	1988	White	N/A	Recording Support	1JJV48296JL122070
818	La Ronge, Sk	Swing	Car Dolly	1983	White	N/A	Recording Support	2AT50131XDM101053
819	Calgary, Ab	Trail Blazer	Cargo Trailer	2006	White	N/A	Battery Trailer	5NHUTB6206T408600
820	Calgary, Ab	?	40ft Reefer trailer fitted with rac	?	White	N/A	Battery/Coordinator Tr	8T05368001
821	Keefe Lake, Sk	Fruehauf	48Ft Trailer	?	Red	N/A	Equipment Trailer	32T354202
822	Calgary, Ab	Double A	Mid-Deck - 14 Ft Trailer	2006	Black	N/A	Survey Support	2DMC31468T008636
823	Russell Lake	?	10X50 Sleeper 10 man	?	White	N/A	Crew	
824	Russell Lake	?	10X50 Sleeper 8 man	?	White	N/A	Crew	
825	Russell Lake	?	8X60 Sleeper 12 man	?	White	N/A	Crew	
826	Russell Lake	?	8X60 Sleeper 10 man	?	White	N/A	Crew	
827	Calgary, Ab	BigTex	8ft Trailer	2006	Black	N/A	Recording Support	16VAX081561A30585
828	Calgary, Ab	Argo	CHT35-714-72	1999	Black	N/A	Recording Support	2AABDE624X1000284
829	Calgary, Ab	PTL	Deck Black Trailer	2006	Black	N/A	Utility Trailer	2P9LB82D761061029
830	Calgary, Ab	Home Made	Utility Trailer	2009	White	N/A	Battery Trailer	130602790
831	Calgary, Ab	K-Line	Scissor Neck / Lowbed	2005	Black	N/A	Equipment Support	2K9LB35485L052360
832	Russell Lake, Sk	?	10X40 Rec Trailer	?	White/Blue	N/A	Crew	
833	Russell Lake, Sk	?	10X50 Wash Car/Office	?	White	N/A	Crew	

UNIT #	Location	MAKE	MODEL	YEAR	BODY COLOR	FUEL	CATEGORY	S/N #
702	Yellowknife, NWT	Bombadier	Ski - Dozer	1974	Blue	Gas	Drills Support	SV250ST-655
703	Yellowknife, NWT	Bombadier	301-D	1975	Blue	Gas	Drill Unit	SV301710
704	Yellowknife, NWT	Bombadier	ATV	1991	Yellow	Gas	Drill Support	201810955
705	Yellowknife, NWT	Bombadier	ATV	1991	Yellow	Gas	Drill Support	203760135

UNIT #	Location	MAKE	MODEL	YEAR	BODY COLOR	FUEL	CATEGORY	S/N #
200	Russell Lake, Sk	Deutz	50KVV F6L912		Grey	Diesel	Camp Support (back up)	V1728
201	Calgary, Ab	Deutz	60KVV F6L912		Grey	Diesel	Recording Support	
202	Russell Lake, Sk	John Deere	100KVV 12995682		Red	Diesel	Camp Support	MOGH115175-02
203	Calgary, Ab	Kubota	10KVV		Green	Diesel	Recording Support	
204	Keefe Lake, Sk	Silent Generator	15KVV		Orange	Diesel	Camp Support	
205	Calgary, Ab	Deutz	20KVV		Grey	Diesel	Recording Support	
206	Calgary, Ab	ISUZU	12.7KVV		Green	Diesel	Recording Support	
207	Calgary, Ab		Generator for recording truck			Diesel	Recording Support	
208	Russell Lake, Sk	TrailBlazer 300	Product# EH650DC24157162		Blue	Gas	Welder	HO6-2027416
209	Russell Lake, Sk	Century 80 Welder	117-071-901		Red	N/A	Small Mig Welder	G443546 LR12812

APPENDIX B

SES APA

ASSET PURCHASE AGREEMENT

THIS AGREEMENT has been entered into as of May 25TH 2011.

BETWEEN:

ERNST & YOUNG INC., in its capacity as receiver and manager of Kinetex Multi-Component Services Inc and not in its personal or corporate capacity (the "**Vendor**")

- and -

SEISMIC EQUIPMENT SOLUTIONS II, LP, a limited partnership subject to the laws of Texas, having an office in Houston, Texas (the "**Purchaser**").

RECITALS:

- A. Pursuant to an Order of the Court of Queen's Bench of Alberta (the "**Court**") made as of December 20, 2010, Ernst & Young Inc. (the "**Receiver**") was appointed as receiver and manager over the assets, undertaking and property of Kinetex Multi-Component Services Inc. ("**Kinetex**");
- B. Pursuant to a further Order of the Court made as of February 17, 2011, the Receiver is authorized and directed to carry out the Sales Process (as set out in the First Report of the Receiver dated February 11, 2011);
- C. The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Purchased Assets (as defined herein) upon the terms and conditions hereinafter set forth;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereto hereby agree with each other as follows:

ARTICLE 1 INTERPRETATION

- 1.1 Definitions.** Unless the context otherwise requires, the following terms and expressions shall have the meanings set forth below wherever used in this Agreement:

"**Agreement**" means this Asset Purchase Agreement;

"**Approval and Vesting Order**" means an order to be granted by the Court which authorizes, approves and confirms this Agreement and the completion of the Transaction and vests the Purchased Assets in the Purchaser, free and clear of any debts, liens and other encumbrances;

"**Bill of Sale**" means that certain bill of sale to be executed at Closing, substantially in the form attached hereto as Schedule "C";

"**Closing**" means the transfer by the Vendor to the Purchaser of the Purchased Assets in exchange for the payment by the Purchaser to the Vendor of the Purchase Price and the completion of all matters incidental thereto as herein provided;

"Closing Date" means the date that is two (2) business days following the expiration of any appeals period with respect to the granting of the Approval and Vesting Order, unless otherwise agreed upon in writing by the parties hereto;

"Equipment Receiving Agents" means with respect to (i) the South American Assets, Logistics International, LIDA, (ii) those Purchased Assets that are located in Houston, Texas, the Purchaser, and (iii) all other Purchased Assets, Global Seismic Repairs Inc.;

"Escrow Agent" means Macleod Dixon LLP;

"Escrow Agreement" means that certain escrow agreement to be executed at Closing, substantially in the form attached hereto as Schedule "B";

"ETA" means the Excise Tax Act (Canada);

"Free Trade Zone" means the Free Trade Zone of Columbia;

"GST" means all taxes payable under the ETA or under any provincial legislation similar to the ETA, and any reference to a specific provision of the ETA or any such provincial legislation shall refer to any successor provision thereto of like or similar effect;

"ITA" means the Income Tax Act (Canada), as amended;

"Material Damage" means any physical casualty, damage or destruction to the Purchased Assets that, in the aggregate, exceeds ten percent (10%) of the Purchase Price;

"Purchase Price" means the purchase price for the Purchased Assets as set forth in Section 2.2;

"Purchased Assets" means all of the right, title and interest of Kinetex, if any, in and to the equipment described in Schedule "A";

"South American Assets" means those Purchased Assets described in item 6 of Schedule "A", which are located in South America as of the date of this Agreement;

"Taxes" means GST and all transfer, sales, excise, stamp, license, production, value-added and other like taxes (including any retail sales taxes and land transfer taxes), assessments, charges, duties, fees, levies or other governmental charges or taxes of any kind whatsoever, imposed by any federal, provincial, territorial, local or foreign government or any agency or political subdivision of any such government, and includes additions by way of penalties, interest and other amounts with respect thereto;

"Time of Closing" has the meaning ascribed thereto in Section 3.1, or such other date as may be agreed to in writing between the Vendor and the Purchaser; and

"Transaction" means the purchase and sale of the Purchased Assets pursuant to this Agreement.

- 1.2 **Headings, etc.** The division of this Agreement into articles, sections and paragraphs and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise stated, all references herein to articles or sections are to those of this Agreement.

- 1.3 **Plurality and Gender.** Words used herein importing the singular number only shall include the plural and vice versa and words importing gender shall include all genders and words importing individuals shall include corporations, partnerships, trusts, syndicates, joint ventures, governments and governmental agents and authorities and vice versa.
- 1.4 **Governing Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to its conflict of law rules. Each of the parties hereto irrevocably submits to the jurisdiction of the courts of the Province of Alberta, and the proper courts of appeal therefrom, over any action or proceeding arising out of or relating to this Agreement and the parties hereto irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such courts.
- 1.5 **Currency.** All dollar (\$) amounts referenced in this Agreement are expressed in the lawful currency of the United States of America.
- 1.6 **Schedules and Exhibits.** The following Schedules and Exhibits are incorporated herein and form part of this Agreement:
- | | |
|--------------|--------------------------|
| Schedule "A" | Purchased Assets |
| Schedule "B" | Form of Escrow Agreement |
| Schedule "C" | Form of Bill of Sale |

ARTICLE 2 **PURCHASE AND SALE**

- 2.1 **Sale of Purchased Assets.** Upon the terms and conditions stated herein, to be effective as of the Closing Date, the Purchaser agrees to purchase from the Vendor, and the Vendor hereby agrees to sell, assign, set over and deliver to the Purchaser free and clear of any debts, liens and encumbrances, the Purchased Assets at and for the Purchase Price hereinafter described.
- 2.2 **Purchase Price.** The aggregate purchase price payable by the Purchaser to the Vendor for the Purchased Assets shall be U.S. \$1,215,478.00 (the "**Purchase Price**"), which is allocated among the Purchased Assets as set out in Schedule "A".
- 2.3 **Payment of Purchase Price.** Subject to this Agreement, on or prior to the Closing Date, the Purchaser shall pay the Purchase Price to the Escrow Agent (to be held and distributed in accordance with Section 5.5 and the Escrow Agreement) in immediately available funds of the United States of America. At Closing, the Vendor shall execute and deliver to the Escrow Agent (to be held and delivered in accordance with the Escrow Agreement) a Bill of Sale and, as applicable, a proper vehicle title transfer form for the 1995 GMC Topkick Recording Truck that is being sold to Purchaser as a part of the Purchased Assets.
- 2.4 **Adjustment Clause.** Other than adjustment pursuant to Section 5.4, there shall be no adjustments between the parties hereto in respect of this Agreement.
- 2.5 **Taxes.** At Closing, the Purchaser shall be solely responsible for all Taxes pertaining to its acquisition of the Purchased Assets including, but not limited to, GST. The Purchase Price is exclusive of all Taxes and does not include GST. If Taxes are payable in respect of the purchase of the Purchased Assets pursuant hereto, the Purchaser shall be responsible for the payment of, and shall indemnify and save harmless the Vendor in respect of, all Taxes, including GST and all

interest and penalties payable pursuant to the ETA in respect thereof except for any interest and penalties caused by errors or omissions of the Vendor.

- 2.6 Assumption of Obligations.** The Purchaser shall assume, fulfill and perform and indemnify and save harmless the Vendor in respect of all obligations in connection with any events, actions, occurrences or circumstances that arise after the Closing Date relating to the Purchased Assets (the "Assumed Obligations"). The Purchaser, on its own behalf and on behalf of each of its successors, assigns, and affiliates, does agree to and does hereby remise, release and forever discharge the Vendor from and against any and all actions, causes of actions, claims, damages, costs, expenses, interests and demands of every kind and nature whatsoever, whether at law or at equity, or under any statute, which it ever had, now has, or may in the future have against the Vendor, that in any way relate to the Assumed Obligations. The covenants and agreements to indemnify made by the Purchaser in this Section 2.6 shall survive Closing.

ARTICLE 3 CLOSING

- 3.1 Time of Closing.** The Closing of the Transaction contemplated by this Agreement (the "Time of Closing") shall occur at 2:00 p.m., at the office of the Vendor, on the Closing Date.
- 3.2 Mutual Condition to Closing.** The obligation of the Purchaser and the Vendor to proceed with the closing of the Transaction is subject to:
- (a) the Vendor obtaining the Approval and Vesting Order without claim for appeal or modification by any person or entity; and
 - (b) there shall not have been instituted any legal proceedings to obtain, and no court or governmental entity of competent jurisdiction shall have issued, promulgated, enforced or entered any judgment, decree, injunction or other order, whether temporary, preliminary or permanent, that restrains, enjoins or otherwise prohibits consummation of the Transaction.

Unless otherwise agreed to by the parties hereto, if the conditions contained in this Section 3.2 have not been performed or satisfied on or before June 30, 2011, this Agreement and the obligations of the Vendor and the Purchaser under this Agreement shall automatically terminate without any further action on the part of either the Vendor or the Purchaser.

- 3.3 Purchaser's Conditions.** The obligation of the Purchaser to complete the Transaction on the Closing Date is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing, as applicable:
- (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date; and
 - (b) the Vendor shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date; and
 - (c) the Purchased Assets shall not have suffered any Material Damage.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

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- 3.4 **Vendor's Conditions.** The obligation of the Vendor to complete the Transaction on the Closing Date is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing, as applicable:

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date; and
- (b) the Purchaser shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition may be waived by the Vendor in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing.

ARTICLE 4 CLOSING DELIVERIES

- 4.1 **Deliveries by the Vendor at Closing.** At the Time of Closing, the Vendor shall deliver, or cause to be delivered, to the Escrow Agent (to be held and delivered in accordance with the Escrow Agreement), the executed Bill of Sale in respect of the Purchased Assets, a proper vehicle title transfer form for the 1995 GMC Topkick Recording Truck being sold to the Purchaser as a part of the Purchased Assets (as applicable), and shall make available for pick-up by the Equipment Receiving Agents, the Purchased Assets.
- 4.2 **Deliveries by the Purchaser at Closing.** At the Time of Closing, the Purchaser shall deliver, or cause to be delivered, to the Escrow Agent (to be held and distributed in accordance with the Escrow Agreement) an amount equal to the Purchase Price, plus applicable Taxes, including GST.

ARTICLE 5 ESCROW

- 5.1 **Escrow.** The Purchase Price and the Bill of Sale shall be held in escrow subject to the terms and conditions set out in this Article 5 and the Escrow Agreement.
- 5.2 **Delivery of Purchased Assets.** Forthwith after the Closing, the Vendor shall make the Purchased Assets available for pick-up by the applicable Equipment Receiving Agent for delivery to the Purchaser and the Purchaser shall cause the Equipment Receiving Agents to take possession of the Purchased Assets and deliver them to the Purchaser not later than fifteen (15) days following the Closing. With respect to the South American Assets, the Vendor shall make the Purchased Assets available by delivery to the Equipment Receiving Agent in the Free Trade Zone. The Purchaser shall pay directly and shall be solely responsible for the costs and expenses incurred in respect of such pick-up and delivery (save and except for any cost of the Vendor in delivering the South American Assets into the Free Trade Zone), including any and all amounts charged by the Equipment Receiving Agents. The Purchaser shall require each Equipment Receiving Agent to perform an inventory of the Purchased Assets of which it takes possession, and shall promptly provide to the Vendor copies of each such inventory report, including, where applicable, the serial or identification numbers such Purchased Assets, which report has been certified by an officer of the applicable Equipment Receiving Agent to be a complete and correct inventory of the Purchase Assets of which such Equipment Receiving Agent has taken possession.

5.3 Testing of South American Assets. Within twenty (20) days following the Closing Date, the Purchaser shall undertake tests of the South American Assets to determine whether they conform to the applicable manufacturers' specifications. Such tests shall be conducted by the Purchaser's technicians at the Purchaser's sole cost and expense. The Purchaser shall give the Vendor notice not less than five (5) days prior to the commencement of any such testing specifying the date, time and place that such testing will be conducted, and the Vendor shall be entitled to have an independent technician (the "**Independent Observer**") observe such tests on the Vendor's behalf and at its sole cost and expense. The Purchaser shall provide results of all such tests ("**Test Results**") to the Vendor no later than five (5) days following the completion thereof.

5.4 Purchase Price Adjustment. The Purchase Price shall be adjusted as follows:

- (a) If it is determined, pursuant to an inventory conducted in accordance with Section 5.2, that certain equipment included in the Purchased Assets as described in Schedule "A" was not included in the Purchased Assets of which the Equipment Receiving Agents have taken possession, the following amounts shall be deducted from the Purchase Price:
 - (i) an amount equal to US\$202 per unit for each unit comprising the South American Assets with a serial or identification number lower than 31083 that is missing;
 - (ii) an amount equal to US\$402 per unit for each unit comprising the South American Assets with a serial or identification number of 31083 or higher that is missing; and
 - (iii) for each unit comprising Purchase Assets other than the South American Assets that is missing, an amount equal to the per unit value specified in Schedule "A" for each unit of such type that is missing.
- (b) Provided that the Independent Observer concurs with the validity and accuracy of the Test Results, for each unit comprising the South American Assets that fails applicable manufacturer's specifications, the following amounts shall be deducted from the Purchase Price:
 - (i) an amount equal to US\$202 per unit for each unit comprising the South American Assets with a serial or identification number lower than 31083 that fails to meet the applicable manufacturer's specifications; and
 - (ii) an amount equal to US\$402 per unit for each unit comprising the South American Assets with a serial or identification number of 31083 or higher that fails to meet the applicable manufacturer's specifications.

5.5 Release of Escrow Funds. Within ten (10) days following the completion of the testing conducted pursuant to Section 5.3 and in any event not later than August 15, 2011, the Purchaser shall execute and deliver to the Vendor a Direction (as defined in the Escrow Agreement) directing and authorizing the Escrow Agent to pay (a) an amount equal to the Purchase Price less any deductions made in accordance with Section 5.4, together with any GST and other Taxes payable thereon, to the Vendor; and (b) the balance of the Escrow Amount (as defined in the Escrow Agreement) to the Purchaser. Forthwith after receipt of a Direction prepared in compliance with the terms of this Agreement and the Escrow Agreement, the Vendor shall execute such Direction and deliver it to the Escrow Agent.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF THE RECEIVER

6.1 Receiver's Representations and Warranties. The Receiver represents and warrants, and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the acquisition of the Purchased Assets, that, as at the Closing Date:

- (a) the Receiver has been appointed by the Court as receiver and manager of Kinetex and such appointment is valid and subsisting; and
- (b) the Receiver has the right, power, and authority to enter this Agreement and to complete the Transaction, subject to obtaining the Approval and Vesting Order.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

7.1 Purchaser's Representations and Warranties. The Purchaser represents and warrants, and acknowledges that the Vendor is relying upon such representations and warranties in connection with the sale of the Purchased Assets, that, as at the Closing Date:

- (a) the Purchaser is, and at the Closing Date will be, a limited partnership duly organized and validly existing under the laws of the jurisdiction of its formation, and is authorized to carry out business in the jurisdiction of its formation;
- (b) at the Closing Date, the Purchaser will have good right, full power and absolute authority to purchase and acquire the Purchased Assets according to the true intent and meaning of this Agreement;
- (c) the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite actions and will not result in any violation of, be in conflict with, or constitute a default under, any articles, charter, by-laws, partnership agreement or any other governing document to which the Purchaser is bound;
- (d) the execution, delivery and performance of this Agreement will not result in any violation of, or be in conflict with, constitute a default under, or give rise to any right of termination or acceleration of indebtedness, or cause any indebtedness to come due before its stated maturity or cause any available credit to cease to be available, under any provision of any agreement or document which the Purchaser is a party or by which the Purchaser is bound, nor under any judgment, decree, order, statute, regulation, rule or license applicable to the Purchaser;
- (e) this Agreement has been, and the documents and agreements to be executed and delivered by the Purchaser at Closing pursuant to this Agreement will be, duly executed and delivered by the Purchaser, and upon execution by the parties hereto, this Agreement and any documents and agreements required to be executed and delivered by the Purchaser at Closing will constitute legal, valid and binding obligations of the Purchaser enforceable against it in accordance with their respective terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditor's rights generally and the discretionary nature of equitable remedies and defences;
- (f) the Purchaser has not incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees or commissions with respect to the Transaction for which the Receiver shall have any obligation or liability;

- (g) the Purchaser has complied with, and will comply with, all applicable laws relevant to the Transaction which are required to be complied with by it;
- (h) the Purchaser is a non-resident of Canada within the meaning of the ITA; and
- (i) the Purchaser is a non-Canadian as defined in the *Investment Canada Act* (Canada) and to Purchaser's actual knowledge, the completion of the Transaction is not notifiable or reviewable under the said legislation.

ARTICLE 8 LIMITATIONS ON REPRESENTATIONS AND WARRANTIES OF THE VENDOR

8.1 Limitations. Save and except for the representations contained herein and the Purchaser's rights to test and inventory the Purchased Assets under Article 5, the Purchased Assets are being sold on an "as is, where is" basis as of the Closing Date and in their condition as of Closing with "all faults" and neither the Vendor or its affiliates, nor any of their respective officers, directors, employees or other representatives:

- (a) make, have made or shall be deemed to have made any other representation or warranty, express or implied, at law or in equity, in respect of the Purchased Assets including, but not limited to, those with respect to fitness for purpose, merchantability, condition, assignability, collectability, value or quality or in respect of any other matter or thing concerning the Purchased Assets or the right of the Vendor to sell same and without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to any Sale of Goods Act or similar legislation in any jurisdiction in Canada shall not apply hereto and shall be deemed to have been waived by the Purchaser; and
- (b) will have or be subject to any liability or indemnification obligation to the Purchaser or to any other person resulting from the distribution to the Purchaser, its affiliates or representatives of, or the Purchaser's use of, any information relating to the Purchased Assets, and any information, documents or material made available to the Purchaser, whether orally or in writing, in certain "data rooms", management presentations, functional "break-out" discussions, responses to questions submitted on behalf of the Purchaser or in any other form in expectation of the Transaction. Any such other representation or warranty is hereby expressly disclaimed. The Purchaser warrants, covenants and expressly acknowledges that it has conducted its own independent inspection and investigation of the Purchased Assets and is satisfied with the physical condition of the Purchased Assets in all respects.

ARTICLE 9 NOTICES

9.1 Notices. Any notices or other communications required or given under this Agreement shall be in writing, delivered in person or by facsimile and deemed to have been given and received when delivered in person or when communicated by facsimile during normal business hours on a business day (and otherwise on the next business day):

if to the Vendor, addressed to:

Ernst & Young Inc.
1000, 440 - 2nd Avenue SW
Calgary, Alberta T2P 5E9

Attention: Neil Narfason/Peter Chisholm
Facsimile: (403) 206-5075

with a copy to:

Macleod Dixon LLP
Suite 3700, 400 - 3rd Avenue SW
Calgary, AB T2P 4H2

Attention: Howard Gorman
Facsimile: (403) 264-5973

if to the Purchaser, addressed to:

Seismic Equipment Solutions LP
10000 West Airport Blvd.
Houston, Texas 77031

Attention: Glen Huscroft
Facsimile: (281) 313-9499

with a copy to:

Nance & Simpson, LLP
2603 Augusta, Suite 1000
Houston, TX 77057

Attention: Glynn D. Nance, Jr.
Facsimile: (713) 520-5109

or at such other place or places or to such other person or persons as shall be designated in writing by a party to this Agreement in the manner herein provided. For the purpose of this Agreement, "business day" means any day other than Saturday, Sunday or a statutory holiday in Calgary, Alberta.

ARTICLE 10 MISCELLANEOUS

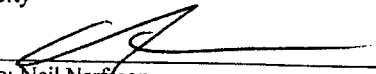
- 10.1 **Enurement.** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their legal representatives, successors and permitted assigns.
- 10.2 **Assignment.** The parties hereto shall have the right to assign the rights and benefits of this Agreement upon written consent of the other party hereto, such consent not to be unreasonably withheld.
- 10.3 **Severability.** In case any provision in this Agreement shall be prohibited, invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective only to the extent of such prohibition, invalidity, illegality or unenforceability in such jurisdiction without affecting or impairing the validity, legality or enforceability of the remaining provisions hereof, and any such prohibition, invalidity, illegality or unenforceability shall not affect or impair such provision in any other jurisdiction.

- 10.4 **Further Assurances.** Each of the parties hereto shall, at the request and expense of the other party hereto so requesting, execute and deliver such further or additional documents and instruments as may reasonably be considered necessary or desirable to properly reflect and carry out the true intent and meaning of this Agreement.
- 10.5 **Survival.** The representations, warranties, covenants and agreements made by the parties hereto+ each to the other in or pursuant to this Agreement shall survive the Closing of the Transaction.
- 10.6 **Time of Essence.** Time shall in all respects be of the essence in this Agreement.
- 10.7 **Waiver.** Failure by either party hereto to insist in any one or more instances upon the strict performance of any one of the covenants contained herein shall not be construed as a waiver or relinquishment of such covenant. No waiver by any party hereto of any such covenant shall be deemed to have been made unless expressed in writing and signed by the waiving party.
- 10.8 **Entire Agreement.** This Agreement (and the documents and instruments executed and delivered in connection herewith) constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, whether written or oral, made among the parties hereto with respect to the subject matter hereof, and there are no representations, understandings or agreements relating to the subject matter hereof that are not fully expressed in this Agreement and the documents and instruments executed and delivered in connection herewith.
- 10.9 **Amendment.** This Agreement may not be amended, modified or terminated except by an instrument in writing signed by the parties hereto.
- 10.10 **Counterparts and Facsimile.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all counterparts together shall constitute one and the same instrument. A signed counterpart provided by way of facsimile transmission or by e-mail in PDF shall be as binding upon the parties as an originally signed counterpart.
- 10.11 **No Third Party Beneficiaries.** There are no third party intended beneficiaries of this Agreement and no third party may assert rights with respect to this Agreement, except as may otherwise be agreed to in writing by the Vendor and the Purchaser.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and delivered by its duly authorized officer, to be effective as of the date first written above.

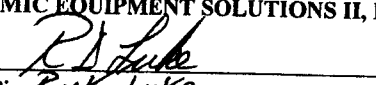
ERNST & YOUNG INC., in its capacity as
receiver and manager of Kinetex Multi-Component
Services Inc., and not in its personal or corporate
capacity

By: 

Name: Neil Narfason

Title: Senior Vice President

SEISMIC EQUIPMENT SOLUTIONS II, LP

By: 

Name: Rick Luke

Title: CFO

SCHEDULE "A"

PURCHASED ASSETS

1. Four-hundred forty four (444) VRSR Recording Boxes (including 1 battery and 2 cables, where available), having the serial/identification numbers identified on Schedule A-1 attached hereto and an allocated value of US\$1,000.00 per unit.
2. Fifty (50) MRX Recording Boxes, having the serial/identification numbers identified on Schedule A-2 attached hereto and an allocated value of US\$76.19 per unit.
3. Ninety (90) Solar Battery Packs, having the serial/identification numbers identified on Schedule A-3 attached hereto and an allocated value of US\$9.52 per unit.
4. Seven hundred sixty (760) 3C Digital Sensors (SVSM's), having an allocated value of US\$287.62 per unit for 520 of the units, having the serial/identification numbers identified on Schedule A-4 and US\$49.5 per unit for 240 of the units, having the serial/identification numbers identified on Schedule A-5.
5. Three hundred (300) VRSR Recording Boxes, having the serial/identification numbers identified on Schedule A-6, currently in the possession of the Purchaser and having an allocated value of US\$1,600.00 per unit less a \$464,630.60 artisan's lien claimed by the Purchaser for work performed on these units.
6. One thousand eight hundred eighty (1,880) 3C Digital Sensors (SVSM's), having the serial/identification numbers identified on Schedule A-7 attached hereto and an allocated value of US\$202 per unit for each unit with a serial or identification number lower than 31083 and US\$402 per unit for each unit with a serial or identification number of 31083 or higher.
7. One (1) GMC Topkick Recording Truck with System Four V2 VRSR recording instrumentation, complete system and contents (1995 White Diesel Recorder VIN#1GDJ6H1J1SJ512528), having an allocated value of US\$23,819.05.

SCHEDULE "A-1"

Four-hundred forty four (444) VRSR Recording Boxes – Serial/Identification Numbers:

1533	9819	11455	13880	21070	21219	21412	21465	24081	24121	24162	31058
4754	9834	11472	13893	21071	21220	21413	21466	24082	24122	24163	31059
5541	9848	11487	13905	21073	21221	21414	21467	24083	24123	24164	31060
5707	9850	11493	14028	21074	21222	21416	21468	24084	24124	24165	31063
5743	9851	11494	14038	21075	21223	21417	21469	24085	24125	24166	31068
5757	9855	11506	14045	21076	21224	21418	21471	24086	24126	24167	31070
6392	9889	11509	14057	21077	21225	21419	21472	24087	24127	24168	31072
6584	9913	11517	14078	21078	21226	21420	21473	24088	24128	30011	31074
6704	9983	11567	14192	21079	21227	21423	21474	24089	24129	30012	31087
6756	9998	11573	14205	21081	21229	21424	21476	24090	24130	30015	31088
7136	10021	11577	14260	21082	21231	21426	21478	24091	24131	30019	31099
7137	10047	11583	14269	21083	21232	21428	21479	24092	24132	30021	
7214	10135	11585	14312	21084	21234	21429	21480	24093	24133	30039	
7705	10169	11620	14348	21086	21235	21430	21481	24094	24134	30048	
8358	10178	11623	14372	21087	21236	21431	21482	24095	24135	30075	
8450	10191	11634	14392	21088	21237	21432	21483	24096	24136	30076	
8736	10230	11653	14404	21089	21238	21433	21484	24097	24137	30079	
8747	10335	11656	14405	21090	21239	21434	21485	24098	24138	30080	
8934	10369	11659	14411	21091	21240	21436	21486	24099	24139	30083	
9039	10384	11664	14421	21092	21243	21437	21487	24100	24140	30084	
9158	10390	11668	14423	21141	21244	21440	21488	24101	24142	30085	
9179	10489	11670	14429	21161	21245	21441	21489	24102	24143	30087	
9201	10508	11676	14432	21162	21246	21443	21492	24103	24144	30092	
9214	10599	11680	14478	21164	21249	21445	21493	24104	24145	30093	
9264	10632	11681	14508	21165	21250	21447	21494	24105	24146	30094	
9285	10657	11705	14655	21166	21251	21448	21495	24106	24147	30096	
9315	10824	12947	14656	21167	21254	21449	21496	24107	24148	30097	
9526	10918	13396	14688	21168	21279	21450	21497	24108	24149	30105	
9546	10932	13713	14707	21169	21280	21451	24069	24109	24150	30535	
9555	11188	13744	14736	21205	21293	21452	24070	24110	24151	30559	
9600	11197	13748	14776	21206	21297	21453	24071	24111	24152	30633	
9608	11199	13749	14802	21207	21298	21456	24072	24112	24153	30703	
9612	11206	13775	20938	21209	21306	21457	24073	24113	24154	31003	
9657	11220	13789	21062	21210	21401	21458	24074	24114	24155	31006	
9678	11235	13801	21063	21211	21402	21459	24075	24115	24156	31022	
9688	11241	13830	21065	21214	21403	21460	24076	24116	24157	31028	
9738	11244	13836	21066	21215	21404	21461	24077	24117	24158	31034	
9766	11265	13838	21067	21216	21406	21462	24078	24118	24159	31036	
9780	11291	13844	21068	21217	21407	21463	24079	24119	24160	31038	
9783	11403	13856	21069	21218	21409	21464	24080	24120	24161	31046	

SCHEDULE "A-2"

Fifty (50) MRX Recording Boxes – Serial/Identification Numbers:

2434	26027
6993	26162
7667	26290
11175	26926
11208	27925
11842	28612
12022	30450
12702	30596
13557	31132
13603	31810
16709	
17691	
17709	
19295	
19340	
19611	
19972	
20241	
20242	
20247	
20325	
20419	
21013	
21034	
21332	
21356	
21474	
22158	
22223	
22230	
22250	
22260	
22500	
23540	
24096	
24256	
24947	
25029	
25066	
25106	

SCHEDULE "A-3"

Ninety (90) Solar Battery Packs – Serial/Identification Numbers:

11	4704	B-207
112	4711	C-126
1469	4715	F-250
1999	4716	G-104
4565	4718	G-111
4567	4720	G-244
4586	4721	G-261
4595	4725	G-337
4614	4727	M-203
4618	4728	No S/N
4624	4729	
4625	4730	
4635	4732	
4646	4733	
4651	4735	
4652	4736	
4654	4737	
4656	4737	
4661	7414	
4663	7627	
4664	7903	
4666	8828	
4670	13321	
4671	20601	
4672	21505	
4674	22688	
4675	24817	
4679	33900	
4680	39410	
4681	43019	
4682	47378	
4683	55916	
4684	60349	
4685	67515	
4686	68834	
4690	72757	
4692	77408	
4699	A-111	
4700	B111	
4702	B-124	

SCHEDULE "A-4"

Five hundred twenty (520) 3C Digital Sensors (SVSM's) – Serial/Identification Numbers:

51	1295	2630	3904	4939	7704	20616	28127	31644
54	1305	2643	3906	4940	7724	20878	28129	31670
111	1311	2650	3934	5061	7756	21124	28183	31967
127	1312	2680	3999	5082	8295	21382	28357	32100
152	1317	2738	4014	5142	8788	21452	28495	32147
158	1402	2768	4026	5163	8823	21855	28515	32599
160	1449	2779	4038	5657	11253	21921	28573	33272
177	1450	3042	4048	5658	12012	22191	28576	33500
206	1460	3050	4059	5811	12185	22323	28924	33663
215	1472	3061	4092	5850	12412	22349	28972	33764
258	1483	3063	4096	6051	12717	22392	29097	33784
306	1497	3078	4097	6320	12792	22545	29358	33938
356	1534	3082	4181	6406	12798	22783	29372	35098
370	1583	3099	4192	6426	13170	23028	29403	35138
427	1613	3127	4199	6429	13607	23106	29424	35149
440	1614	3138	4236	6443	13654	23461	29443	35344
491	1635	3162	4240	6490	13852	23595	29770	35471
508	1639	3173	4269	6495	13923	23607	29789	35524
512	2000	3185	4278	6522	14544	23782	29811	35541
524	2028	3196	4332	6531	14812	23990	30040	35636
588	2076	3207	4353	6615	15109	24155	30109	35798
603	2193	3232	4391	6691	15275	24266	30224	35808
620	2230	3279	4437	6696	15414	24582	30319	36138
643	2245	3349	4487	6715	15692	24751	30355	36159
787	2251	3429	4505	6719	15771	25784	30518	36162
824	2270	3495	4543	6749	15818	25852	30544	36216
874	2272	3550	4561	6760	16069	25978	30560	36516
956	2322	3571	4582	6796	16116	26167	30690	36686
968	2368	3602	4604	6871	18094	26252	30691	36724
1001	2369	3667	4618	6895	18854	26775	30764	36911
1033	2468	3682	4659	6903	18871	26776	31019	36984
1094	2486	3701	4672	7023	18932	26844	31123	37221
1141	2504	3715	4675	7319	18957	26983	31166	37277
1152	2512	3729	4682	7329	18959	27051	31324	37315
1166	2520	3755	4745	7402	18972	27243	31430	37744
1180	2530	3773	4814	7457	18984	27315	31563	37994
1196	2585	3840	4818	7576	19516	27572	31605	38066
1207	2597	3844	4842	7576	20219	27602	31606	38152
1223	2601	3853	4856	7578	20414	27739	31608	38230
1248	2611	3875	4893	7638	20574	27917	31622	38411

38437	65245	74084	84082
38527	65255	74104	84128
38723	66142	74274	84248
38831	66718	74281	84639
38971	66983	74386	84794
39192	67327	74453	85202
39324	67503	74523	85208
39580	67975	74547	85305
39732	68065	74630	85677
40756	68093	74675	86018
40809	68537	74690	86132
41364	68590	74717	86199
41946	69314	74766	86205
42229	69345	74815	86425
42255	69442	74873	86433
42585	69507	75001	86583
46115	69705	75057	86807
46196	69889	75150	87334
50345	70368	75232	87352
50570	70560	75266	87659
52629	70768	75367	87675
60368	70813	75401	87803
60853	70847	75422	88114
61164	71145	75435	88208
61268	71936	75444	88262
61408	71966	75545	88335
61497	72370	75551	88395
61699	72498	75623	133069
61892	72591	75627	134571
61955	72608	79573	139921
62064	72644	79877	144112
62101	72704	80222	144432
62140	72845	80488	144529
62362	73004	80804	144816
62458	73093	80821	144916
62510	73127	81000	144974
62692	73230	81124	145926
62784	73440	81288	145976
62821	74000	81318	146911
62953	74004	82917	149707

SCHEDULE "A-5"

Two hundred forty (240) 3C Digital Sensors (SVSM's) – Serial/Identification Numbers:

1	2970	7144	21406	30416	63427
23	3087	7155	21443	30721	65196
57	3158	7209	21451	30995	67625
135	3206	7234	22456	31251	68655
138	3246	7237	22510	31440	72116
282	3332	7302	22522	31957	72831
354	3367	7367	22588	32121	72989
357	3468	7374	22709	32214	73058
361	3498	7440	23729	32286	73265
447	3507	7536	23902	32379	73394
609	3613	7562	24043	32488	73582
663	3639	7611	24789	33557	74033
674	3665	7643	24963	35016	74138
714	3735	7691	24965	35037	74357
847	3768	7788	25023	35662	74569
973	3784	8619	25883	36106	74683
1003	3961	8820	25985	36312	74705
1052	4015	11022	26023	36505	74794
1091	4240	12566	26606	36602	74916
1403	4335	12674	26826	36630	75284
1437	4558	12816	26917	36669	75302
1513	4595	12867	27022	36735	75323
1522	4689	13655	27043	37169	75452
1888	4756	13897	27080	37408	79705
2013	4954	14280	28130	37493	79922
2039	4961	14438	28145	37582	80150
2119	4994	14614	28217	37654	81021
2221	5018	15350	28413	37897	81032
2239	5033	15518	28459	37974	81062
2329	5049	16540	28632	38145	85903
2354	5137	17083	28984	39074	86343
2395	5141	17204	29021	39731	86587
2580	5168	17417	29181	40392	87539
2608	5188	17793	29209	40417	87696
2645	5486	18587	29266	42256	87932
2667	6192	18833	29569	61494	87976
2694	6474	19093	29615	62552	88509
2753	6612	20454	29654	62576	88879
2755	6650	20622	29665	63236	88936
2772	6730	20778	30141	63412	265147

SCHEDULE "A-6"

Three hundred (300) VRSR Recording Boxes – Serial/Identification Numbers:

14261	9941	11283	11595	13851	31002	31077	11684
5862	9982	11296	11613	13854	31003	31078	13731
5946	9988	11300	11626	13857	31004	31079	13778
6727	10029	11305	11632	13860	31007	31080	13780
7199	10186	11314	11641	13863	31008	31081	13808
7425	10227	11319	11647	13869	31009	31085	13879
8970	10235	11321	11648	13875	31012	31089	13903
8974	10248	11325	11663	13884	31013	31090	14126
9002	10249	11327	11665	13885	31014	31091	31010
9063	10259	11333	11667	13898	31015	31092	31011
9222	10262	11348	11673	13908	31016	31094	31023
9277	10271	11356	11675	14011	31017	31097	31024
9322	10285	11364	11679	14023	31020	31098	31084
9332	10287	11368	11692	14042	31021	8635	31086
9342	10311	11379	11699	14082	31025	10315	11332
9343	10317	11381	13711	14141	31026	7117	13718
9530	10329	11383	13721	14151	31027	8748	13722
9531	10457	11386	13724	14154	31029	11159	13829
9536	10514	11389	13726	14231	31033	11255	14107
9566	10649	11415	13728	14250	31037	11564	31056
9587	10652	11441	13730	14256	31039	13828	
9607	10676	11452	13733	14276	31040	13839	
9660	10705	11457	13735	14277	31041	31031	
9668	11147	11459	13746	14281	31042	5907	
9671	11187	11463	13753	14299	31044	8810	
9675	11190	11465	13758	14305	31045	9077	
9679	11201	11470	13760	14320	31047	9627	
9707	11213	11478	13767	14357	31048	9681	
9788	11214	11485	13768	14359	31050	9846	
9795	11221	11489	13770	14377	31051	9895	
9804	11227	11490	13774	14382	31052	9984	
9811	11236	11491	13776	14391	31053	10648	
9830	11237	11492	13791	14406	31061	11198	
9841	11242	11495	13792	14413	31062	11234	
9890	11252	11496	13794	14422	31064	11405	
9896	11253	11498	13816	14789	31065	11434	
9897	11257	11508	13823	30068	31067	11456	
9911	11266	11533	13824	30103	31071	11608	
9919	11273	11563	13833	31000	31073	11661	
9927	11282	11584	13837	31001	31075	11682	

SCHEDULE "A-7"

One thousand eight hundred eighty (1,880) 3C Digital Sensors— Serial/Identification Numbers:

56	569	1050	1433	2123	2591	3263	3676	4178
61	581	1071	1441	2129	2606	3283	3678	4187
75	586	1073	1452	2145	2608	3288	3686	4235
102	612	1081	1454	2154	2617	3291	3725	4265
113	616	1103	1457	2181	2627	3304	3730	4279
116	623	1115	1465	2190	2629	3314	3761	4295
117	633	1117	1468	2216	2641	3317	3763	4355
119	634	1118	1478	2222	2660	3328	3765	4360
121	641	1131	1489	2226	2686	3333	3766	4374
140	655	1133	1496	2227	2689	3358	3771	4394
168	675	1139	1498	2235	2695	3371	3772	4413
172	700	1147	1518	2238	2724	3378	3778	4426
207	725	1148	1519	2243	2757	3384	3783	4429
219	728	1149	1525	2246	2793	3390	3785	4431
239	738	1157	1540	2250	3003	3402	3788	4473
240	748	1169	1560	2261	3033	3410	3800	4534
245	772	1173	1570	2268	3036	3417	3810	4556
274	792	1178	1575	2271	3064	3418	3813	4563
279	797	1185	1579	2277	3065	3445	3815	4569
350	812	1206	1582	2280	3088	3449	3856	4575
366	829	1208	1605	2298	3095	3510	3868	4598
401	839	1214	1626	2301	3107	3516	3919	4599
406	840	1218	1654	2306	3109	3531	3921	4601
417	866	1224	1655	2328	3119	3542	3960	4615
420	867	1234	1686	2375	3121	3543	3963	4642
421	873	1239	1801	2376	3133	3549	3993	4671
433	883	1280	2005	2382	3137	3552	4017	4674
453	889	1284	2012	2399	3145	3558	4023	4681
454	890	1285	2015	2404	3148	3568	4069	4701
464	911	1299	2017	2421	3150	3573	4075	4709
475	916	1300	2018	2444	3161	3579	4099	4732
485	925	1304	2027	2460	3186	3596	4100	4743
499	934	1308	2035	2464	3193	3597	4101	4773
511	949	1313	2046	2473	3209	3599	4102	4784
514	961	1341	2047	2490	3211	3600	4106	4787
520	966	1360	2061	2491	3212	3605	4114	4789
529	999	1384	2066	2509	3213	3634	4147	4792
532	1002	1412	2084	2523	3214	3654	4151	4796
555	1037	1416	2091	2527	3224	3662	4160	4811
566	1045	1428	2120	2557	3239	3663	4168	4816

4828	6057	7227	11395	14602	17645	19104	21458	23044
4836	6207	7274	11853	14641	17788	19105	21459	23079
4846	6269	7276	12163	14717	18090	19127	21481	23085
4860	6334	7282	12379	14872	18122	19299	21497	23144
4868	6335	7285	12421	14968	18227	19328	21512	23170
4869	6362	7300	12459	14994	18266	19402	21536	23181
4888	6364	7301	12550	15013	18497	19449	21540	23235
4905	6425	7325	12586	15052	74457	19604	21544	23267
4919	6507	7326	12654	15110	18522	19608	21568	23286
4936	6523	7376	12705	15135	18713	19618	21647	23293
4950	6576	7386	12749	15238	18795	19917	21648	23333
4952	6577	7395	12899	15267	18826	20002	21748	23340
4963	6620	7406	13009	15305	18828	20142	21755	23353
4978	6622	7408	13019	15429	18831	20180	21862	23445
4980	6672	7411	13041	15447	18834	20418	21869	23446
4981	6713	7492	13160	15522	18879	20470	21934	23494
4988	6722	7494	13184	15554	18883	20524	21973	23571
5023	6826	7497	13235	15694	18885	20641	22080	23645
5044	6842	7506	13306	15699	18889	20659	22105	23657
5045	6854	7527	13565	15906	18890	20702	22163	23725
5052	6855	7546	13601	15947	18892	20719	22197	23748
5070	6864	7552	13622	16084	18904	20812	22198	23777
5096	6879	7556	13659	16097	18907	20935	22205	23788
5113	6889	7577	13662	16124	18921	20956	22251	23813
5120	6913	7594	13721	16127	18928	21019	22254	23832
5125	6917	7636	13750	16217	18929	21033	22288	23849
5129	6957	7671	13769	16296	18931	21086	22332	23876
5150	6967	7685	13792	16361	18936	21102	22410	23882
5171	6978	7688	13845	16534	18937	21111	22411	23926
5172	6990	7783	13883	16794	18940	21187	22477	23946
5398	7007	7987	14027	17197	18944	21191	22487	23994
5417	7029	8790	14053	17232	18948	21224	22512	24011
5459	7060	8797	14075	17233	18949	21257	22518	24046
5463	7077	8827	14227	17257	18951	21275	22521	24049
5619	7084	8830	14247	17314	18983	21392	22564	24060
5777	7124	8832	14299	17424	18998	21397	22593	24096
5824	7157	8861	14418	17495	19004	21413	22642	24111
5913	7158	8880	14458	17510	19019	21439	22670	24139
5967	7188	10009	14564	17568	19092	21440	22840	24140
6025	7192	10729	14595	17595	19095	21447	22965	24145

24149	26027	27606	28714	29552	30584	31671	32430	35097
24312	26129	27608	28755	29557	30629	31674	32436	35151
24356	26143	27615	28815	29613	30635	31681	32437	35155
24388	26148	27618	28826	29634	30655	31685	32499	32077
24433	26156	27619	28831	29641	30656	31712	32512	35157
24443	26242	27633	28842	29676	30681	31719	32530	35202
24444	26282	27653	28907	29719	30729	31722	32586	35240
24491	26325	27677	28911	29742	30750	31727	32601	35249
24514	26377	27708	28915	29771	30784	31767	32727	35262
24609	26515	27731	28921	29798	30846	31788	33259	35274
24625	26521	27903	28929	29886	30853	31796	33326	35320
24705	26706	27953	28940	29903	30876	31804	33360	35322
24712	26830	27996	28943	29904	30934	31807	33432	35343
24715	26841	28005	28951	29909	30989	31827	33488	35360
24768	26854	28016	28959	29930	31015	31857	33549	35366
24813	26864	28028	28974	29980	31049	31868	33619	35373
24851	26926	28073	28977	30018	31063	31926	33696	35374
24856	26945	28078	28979	30045	31082	31944	33704	35401
24874	27016	28145	28991	30064	31085	31951	33728	35406
24887	27050	28181	29033	30089	31091	31971	33736	35415
24900	27078	28214	29085	30096	31179	31990	33747	35425
24953	27127	28219	29140	30161	31188	32006	33769	35432
24958	27135	28223	29154	30165	31203	32038	33772	35433
24972	27150	28247	29166	30186	31207	32050	33773	35462
24982	27158	28332	29168	30206	31237	32052	33881	35494
24983	27203	28354	29182	30207	31241	32070	33891	35506
24993	27218	28366	29189	30220	31257	32096	33900	35515
25045	27224	28407	29192	30301	31353	32108	33926	35537
25097	27248	28436	29203	30315	31435	32110	33936	35639
25126	27258	28440	29233	30320	31449	32124	33942	35643
25131	27289	28454	29261	30326	31476	32135	33956	35667
25138	27300	28481	29338	30340	31508	32156	34380	35700
25741	27323	28512	29341	30341	31525	32200	34474	35827
25830	27329	28516	29362	30362	31529	32225	34813	35925
25839	27354	28539	29365	30396	31564	32283	34953	35941
25885	27369	28619	29394	30399	31608	32338	34999	35949
25901	27388	28643	29400	30404	31610	32340	35015	36008
25902	27411	28654	29404	30427	31621	32363	35042	36023
25927	27488	28694	29524	30512	31653	32383	35052	36038
25977	27546	28709	29535	30533	31667	32401	35060	36045

36054	36906	37598	38949	40455	61406	63043	66761	69272
36132	36913	37619	38969	40470	61407	63051	66830	69327
36136	36941	37642	38994	40482	61490	63054	66976	69424
36143	36947	37646	39019	40536	61604	63088	67003	69540
36207	36985	37653	39048	40597	61622	63091	5169	69621
36210	37031	37655	39086	40871	61758	63180	67082	69693
36218	37036	37670	39118	40896	61858	63183	67096	69788
36224	37067	37803	39131	40901	61885	63186	67216	69936
36271	37079	37820	39142	41842	61887	63192	67318	69956
36278	37081	37827	39279	41917	61977	63196	67351	69968
36311	37096	37852	39298	41960	62041	63216	67372	69994
36335	37118	37895	39320	41992	62072	63234	67375	70023
36337	37128	37953	39352	42008	62084	63240	67420	70348
36369	37145	38000	39364	42009	62158	63252	67506	70370
36370	37154	38005	39373	42087	62177	63254	67517	70405
36373	37156	38026	39401	42109	62255	63257	67541	70449
36401	37187	38039	39476	42143	62292	63438	67563	70526
36407	37233	38067	39492	42237	62298	63463	67844	70636
36414	37244	38126	39503	42316	62352	65002	68032	70653
36425	37247	38159	39522	42340	62406	65003	68061	70679
36428	37294	38160	39535	42387	62447	65015	68092	70775
36451	37350	38233	39537	42445	62450	65041	68127	70785
4029	37353	38279	39561	42517	62512	65241	68146	70801
36471	37373	38291	39587	44795	62523	65257	68175	70953
36485	37375	38312	39654	45022	62591	65276	68270	70966
36504	37377	38319	39657	48031	62603	65339	68328	71046
36529	37438	38320	39721	48942	62607	65480	68358	71058
36565	37468	38331	39747	49208	62635	65618	68586	71236
36575	37469	38352	39814	50111	62646	65664	68616	71573
36688	37473	38532	39861	52089	62706	65917	68733	71640
36709	37498	38595	39897	60037	62771	66105	68747	71674
36738	37527	38635	39906	60076	62898	66234	68837	71827
36740	37528	38643	39918	60454	62905	66292	68846	71843
36762	37535	38650	39967	60779	62926	66355	68905	71865
36764	37557	38668	40113	61046	62956	66553	69031	71957
36783	37565	38678	40279	61112	62967	66559	69072	72198
36793	37566	38800	40295	61116	63014	66560	69086	72217
36823	37567	38835	40308	61169	63018	66645	69088	72308
36833	37572	38941	40323	61210	63038	66654	69155	72400
36905	37576	38943	40332	61285	28229	66756	69252	72461

72463	73135	74148	74503	74886	75327	80023	84235	86431
72472	73149	74149	74510	74895	75332	80058	84240	86443
72567	73154	74155	74513	74914	75335	80095	84244	86447
72602	73160	74166	74517	74920	75336	80162	84337	86458
72605	73186	74170	74518	74952	75337	80184	84345	86516
72613	73224	74183	74530	74960	75340	80192	84774	86524
72619	73226	74190	74531	74967	75348	80503	85101	86546
72645	73234	74193	74533	74968	75366	80516	85113	86693
72663	73241	74206	74561	74971	75370	80867	85264	86788
72714	73272	74212	74563	74973	75373	81001	85324	86966
72730	73346	74237	74587	74992	75393	81068	85328	86973
72741	73362	74248	74602	74994	75412	81122	85424	87046
72746	73374	74252	74622	74995	75420	81148	85503	87276
72760	73379	74254	74623	75003	75472	81361	85551	87338
72768	73386	74258	74637	75005	75475	81373	85687	87356
72770	73405	74259	74639	75006	75480	81398	85694	87413
72775	73413	74264	74640	75023	75489	81403	85716	87643
72781	73581	74265	85924	75044	75494	81447	85721	87681
72798	73587	74266	74641	75047	75509	81485	85722	87683
72804	73848	74267	74647	75049	75530	81518	86000	87687
72817	74002	74270	74682	75072	75555	83033	86032	87936
72818	74009	74273	74688	75079	75561	83037	86071	87941
72827	74024	74275	74737	75093	75567	83143	86082	87959
72852	74028	74302	74738	75101	75585	83147	86138	87960
72859	74032	74361	74742	75145	75601	83156	86162	87963
72919	74042	74367	74746	75146	75610	83269	86163	87968
72932	74044	74385	74757	75160	75617	83281	86167	88034
72935	74061	74405	74762	75170	75619	83376	86169	88038
72964	74081	74426	74773	75172	75637	83388	86203	140861
73026	74083	74430	74774	75176	75933	83500	86207	88082
73029	74085	74434	74784	75178	79625	83730	86225	88118
73033	85287	74437	74787	75182	79670	83802	86255	88139
73043	74086	74449	74801	75194	79694	83804	86267	88191
73053	74087	74451	74808	75214	79709	83805	86271	88213
73057	74091	74456	74809	75216	79757	83806	86296	88229
73066	74096	74457	74821	75228	79798	83834	86334	88249
73096	74132	74483	74836	75231	79852	83842	86392	88293
73102	74135	74495	74866	75254	79947	83866	86400	88304
73125	74136	74498	74874	75264	79979	84035	86407	88339
73126	74141	74502	74881	75273	79982	84160	86427	88382

88387	140298
88400	140397
88404	140454
88419	140501
88443	140652
88445	141786
88471	141816
88487	142014
88496	142554
88507	142623
88517	142790
88522	143150
88562	143231
88662	143387
88864	143971
89024	144570
89211	144629
89246	144646
89303	144840
120696	145205
131007	145219
133776	145273
134585	145452
138332	145684
138504	145749
138674	145916
138769	145956
139006	146114
139108	146122
139203	146557
139256	146729
139311	146776
139481	146820
139524	146914
139761	146929
139956	146935
140019	147070
140177	147071
140178	148672
140255	149809

SCHEDULE "B"

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

THIS AGREEMENT is made as of the ____ day of May, 2011.

AMONG:

ERNST & YOUNG INC., in its capacity as receiver and manager of Kinetex Multi-Component Services Inc., and not in its personal or corporate capacity ("**Vendor**")

- and -

SEISMIC EQUIPMENT SOLUTIONS II, LP, a limited partnership subject to the laws of Texas, having an office in Houston, Texas ("**Purchaser**")

- and -

MACLEOD DIXON LLP, a limited liability partnership of lawyers, having an office in the Calgary, Alberta (the "**Escrow Agent**")

WHEREAS Vendor and Purchaser have entered into an Asset Purchase Agreement dated May ____, 2011 (the "**Sale Agreement**") providing for the sale by Vendor to Purchaser of the Purchased Assets;

AND WHEREAS Vendor and Purchaser have agreed to place US\$1,215,478.00 (the "**Escrow Amount**"), being the Purchase Price plus applicable Taxes, including GST, and the Bill of Sale and title transfer for the Truck (collectively, the "**Transfer Documents**") in escrow with the Escrow Agent pursuant to the Sale Agreement ;

AND WHEREAS the Escrow Agent is willing to hold the Escrow Amount in escrow on behalf of Vendor and Purchaser subject to the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used and not defined herein, including in the recitals hereto, shall have the meanings attributed to them in the Sale Agreement.

2. **Appointment of Escrow Agent.** Vendor and Purchaser hereby appoint the Escrow Agent to serve as escrow agent and the Escrow Agent accepts such appointment, in each case on the terms set forth in this Agreement.
3. **Receipt of Escrow Funds.** The Escrow Agent acknowledges receipt of the Escrow Amount.
4. **Interest.** The Escrow Amount shall be held in escrow by the Escrow Agent in an interest-bearing trust account. The interest earned on the Escrow Amount shall follow the principle. The Escrow Agent makes no representation as to the yield available upon the Escrow Amount, shall bear no liability for any failure to achieve the maximum possible yield from the Escrow Amount and shall not be responsible for any failure of the bank in which the Escrow Amount is deposited. The party receiving interest, if any, on the Escrow Amount shall pay all income and other taxes applicable thereto or exigible thereon.
5. **Direction.** Each of Vendor and Purchaser hereby covenants and agrees to execute a written instruction substantially in the form attached hereto as Schedule "A" (the "Direction") that is required to cause the Escrow Amount to be disbursed in accordance with the provisions of the Sale Agreement. When funds are to be released from trust pursuant to the terms of the Sale Agreement, Vendor and Purchaser shall forthwith jointly prepare and execute a Direction in respect thereof and deliver such Direction to the Escrow Agent in accordance with the provisions of the Sale Agreement.
6. **Disposition of Escrow Amount.** Upon receipt of a Direction, the Escrow Agent is hereby irrevocably authorized and directed to pay to Vendor or Purchaser or both, as applicable, the Escrow Amount or the portion of the Escrow Amount specified in the Direction. The Escrow Agent shall have no obligation to make any determination as to the validity of any such Direction or any claim made by any party for entitlement to the Escrow Amount and the Escrow Agent shall be entitled to continue to hold the Escrow Amount until such time as it received a duly executed Direction, or until the Escrow Agent is directed by final judgement of the Court as to the disposition of the Escrow Amount, or until the Escrow Agent interpleads the Escrow Amount as contemplated in Section 8.
7. **Transfer Documents.** The Escrow Agent shall release to Purchaser the Transfer Documents upon receipt of a Direction set forth in Section 6.
8. **Dispute.** Notwithstanding anything to the contrary contained herein or in the Sale Agreement, the Escrow Agent shall have the right at any time, without notice and in its sole and absolute discretion, to deposit any of the Escrow Amount with the Court and interplead such funds. The Escrow Agent shall give written notice of any such deposit to Vendor and Purchaser immediately after such deposit is made. Upon so depositing such funds and filing its interpleader, the Escrow Agent shall be relieved of all obligations and liability under the terms hereof.

9. **No Agency.** The parties hereto acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience and the Escrow Agent shall not be deemed to be the agent of either Vendor or Purchaser in respect of the escrow referred to herein.
10. **Liability.** The Escrow Agent shall not be liable for any error of judgment, any act done or step taken or omitted on the advice of independent counsel of their choice or otherwise in good faith, any mistake in fact or law or anything else which they may do or refrain from doing in connection with this Agreement or the Escrow Amount, except for breach of this Agreement or wilful misconduct.
11. **Indemnity.** Vendor and Purchaser hereby jointly and severally agree to indemnify and hold the Escrow Agent harmless from and against all costs, claims (including those from third parties) and expenses, including solicitor's fees and disbursements incurred in connection with or arising from the performance of the Escrow Agent's duties or rights hereunder; provided that this indemnity shall not extend to actions or omissions taken or suffered by the Escrow Agent in bad faith or involving gross negligence on the part of the Escrow Agent.
12. **Reliance.** The Escrow Agent may rely and act upon any instrument or signature believed by them to be genuine, and may in the absence of actual notice to the contrary, assume that any person purporting to give any notice, instruction or other communication under this Agreement has been duly authorized to do so.
13. **Legal Action.** The Escrow Agent is not required to take, appear in, prosecute or defend any action or legal proceeding or file any income or other tax return in connection with this Agreement which may, in the reasonable opinion of the Escrow Agent, expose the Escrow Agent to any cost, expense, loss or liability, unless the Escrow Agent is furnished with such indemnity or other security in connection therewith as the Escrow Agent may reasonably request.
14. **Fees.** Vendor and Purchaser shall be equally responsible to the Escrow Agent for all of the Escrow Agent's accounts for time, disbursements and applicable goods and services taxes relating to the performance by the Escrow Agent of its duties or rights hereunder or other work incidental to or contemplated pursuant to the terms of this Agreement. Should the Escrow Agent be paid by Vendor, Purchaser shall indemnify Vendor for any amount so paid.
15. **Limitation on Duties.** With the exception only of the *Legal Profession Act* (Alberta) and the rules thereunder, it is understood and agreed that the Escrow Agent's only duties and obligations in respect of the Escrow Amount are expressly set out in this Agreement. The Escrow Agent shall have the right to consult with separate counsel of its own choosing (if it deems such consultation advisable) and shall not be liable for any action taken, suffered or omitted to be taken by it if the Escrow Agent acts in accordance with the advice of such counsel. The Escrow Agent shall be protected if it acts upon any written communication, notice, certificate or other instrument or document believed by the Escrow Agent to be genuine and to be properly given or executed without the

necessity of verifying the truth or accuracy of the same or the authority of the person giving or executing the same.

16. **Resignation of the Escrow Agent.** The Escrow Agent may, at any time, resign its obligations under this Agreement and be discharged from all further duties and liabilities hereunder by giving each of Vendor and Purchaser at least ten (10) days' notice in writing of its intention to resign or such shorter notice as Vendor and Purchaser may accept as sufficient. Vendor and Purchaser agree that they shall forthwith upon receipt of such notice appoint a new stakeholder to act in the place and stead of the Escrow Agent and if they fail to agree on such appointment, any of Vendor or Purchaser, or the Escrow Agent, may apply to a Justice of the Court on such notice as such Justice may direct, for the appointment of a new stakeholder. Upon any new appointment, the new stakeholder will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as stakeholder and such new stakeholder shall enter into an agreement with Vendor and Purchaser agreeing to be bound by all of the provisions of this Agreement.
17. **Discharge from Duties.** Upon disposing of the Escrow Amount and interest thereon in accordance with the provisions of this Agreement, the Escrow Agent shall be relieved and discharged from all claims and liabilities relating to the Escrow Amount, and the Escrow Agent shall not be subject to any claims made by or on behalf of any party hereto.
18. **No Conflict.** The fact that the Escrow Agent is acting as stakeholder under this Agreement shall not in any way prevent it from representing Vendor in connection with the transactions contemplated in the Sale Agreement or any litigation arising from the Sale Agreement or this Agreement or from representing Vendor or any other party in any other capacity or in any other transaction.
19. **Notice.** All notices or other communications given pursuant to this Agreement shall be in writing and shall be either delivered by hand or by facsimile transmission addressed as follows:

if to the Vendor, addressed to:

Ernst & Young Inc.
1000, 440 - 2nd Avenue SW
Calgary, Alberta T2P 5E9

Attention: Neil Narfason/Peter Chisholm
Facsimile: (403) 206-5075

with a copy to:

Macleod Dixon LLP
Suite 3700, 400 - 3rd Avenue SW
Calgary, AB T2P 4H2

Attention: Howard Gorman
Facsimile: (403) 264-5973

if to the Purchaser, addressed to:

Seismic Equipment Solutions LP
10000 West Airport Blvd.
Houston, Texas 77031

Attention: Glen Huscroft
Facsimile: (281) 313-9499

with a copy to:

Nance & Simpson, LLP
2603 Augusta, Suite 1000
Houston, TX 77057

Attention: Glynn D. Nance, Jr.
Facsimile: (713) 520-5109

if to the Escrow Agent:

Macleod Dixon LLP
Suite 3700, 400 - 3rd Avenue SW
Calgary, AB T2P 4H2

Attention: Howard Gorman
Facsimile: (403) 264-5973

Any notice or other communication shall conclusively be deemed to have been given and received on the date on which it was delivered or sent if delivered or sent during normal business hours on a business day, and if delivered after normal business hours or on other than a business day, shall be deemed to have been given or sent on the next following business day. Any party may change its address for notices or other communications by giving notice thereof to the other parties to this Agreement in accordance with this Section.

20. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to its conflict of law rules. Each of the parties hereto irrevocably submits to the jurisdiction of the courts of the Province of Alberta, and the proper courts of appeal therefrom, over any action or proceeding arising out of or relating to this Agreement and the parties hereto irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such courts.

21. **Currency.** All dollar (\$) amounts referenced in this Agreement are expressed in the lawful currency of the United States of America.
22. **Further Assurances.** Each party, without further consideration, shall in a timely fashion do or perform or cause to be done or performed all such further and other acts and things, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all such further and other instruments, deeds and other writings and generally shall take or cause to be taken all such further and other actions as may be reasonably necessary or desirable to carry out their respective obligations under this Agreement.
23. **Modification.** This Agreement may only be modified or amended by an agreement in writing signed by all of the parties hereto.
24. **Counterpart.** This Agreement may be executed in one or more counterparts, which so executed will constitute an original and all of which together will constitute one and the same agreement. A signed counterpart provided by way of telecopier will be as binding upon the parties as an originally signed counterpart.
25. **Time.** Time shall be of the essence of this Agreement.
26. **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

ERNST & YOUNG INC., in its capacity as receiver and manager of Kinetex Multi-Component Services Inc., and not in its personal or corporate capacity

SEISMIC EQUIPMENT SOLUTIONS II, LP

Per: _____
Name: Neil Narfason
Title: Senior Vice President

Per: _____
Name: _____
Title: _____

MACLEOD DIXON LLP

Per: _____
Name: Howard Gorman
Title: Partner

Schedule "A"
Form of Written Instruction

To: Macleod Dixon LLP

Re: Escrow Agreement made as of the ____ day of May, 2011 (the "Escrow Agreement") among Ernst & Young Inc., in its capacity as receiver and manager of Kinetex Multi-Component Services Inc., and not in its personal or corporate capacity ("Vendor"), Seismic Equipment Solutions II, LP ("Purchaser") and Macleod Dixon LLP

The undersigned hereby irrevocably direct Macleod Dixon LLP to pay the Escrow Amount together with interest, as follows:

(i) Payable to Vendor: US\$ _____ plus interest accrued thereon.

(ii) Payable to Purchaser: US\$ _____ plus interest accrued thereon.

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Escrow Agreement.

DATED this ____ day of _____, 2011.

ERNST & YOUNG INC., in its capacity as receiver and manager of Kinetex Multi-Component Services Inc., and not in its personal or corporate capacity **SEISMIC EQUIPMENT SOLUTIONS II, LP**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE "C"
FORM OF BILL OF SALE
BILL OF SALE

THIS BILL OF SALE made as of the ____ day of _____, 2011.

GRANTED BY:

ERNST & YOUNG INC., in its capacity as receiver and manager of Kinetex Multi-Component Services Inc, and not in its personal or corporate capacity (the "**Vendor**")

IN FAVOUR OF:

SEISMIC EQUIPMENT SOLUTIONS II, LP, a limited partnership subject to the laws of Texas, having an office in Houston, Texas (the "**Purchaser**").

WHEREAS pursuant to an asset purchase agreement between the Vendor and the Purchaser dated April __, 2011 (the "**Asset Purchase Agreement**"), the Vendor agreed to sell and convey, and the Purchaser agreed to purchase and accept, the Vendor's entire right, title and interest, in and to all of those assets listed in Schedule "A" attached hereto (the "**Assets**") for the consideration and on the terms and conditions set out in the Asset Purchase Agreement.

NOW THEREFORE THIS BILL OF SALE WITNESSETH THAT in consideration of the foregoing and for other good and valuable consideration now paid by the Purchaser to the Vendor (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. Definitions

All capitalized terms used herein and not otherwise defined will have the meanings ascribed to them in the Asset Purchase Agreement.

2. Sale and Purchase Price

For the consideration of U.S. Dollars \$1,215,478.00 (being the Purchase Price, exclusive of GST; the receipt and sufficiency of which is hereby acknowledged by the Vendor) and pursuant and subject to the terms and conditions of the Asset Purchase Agreement, as at the Closing Date, the Vendor hereby sells, assigns, transfers, sets over, delivers and conveys to the Purchaser the Vendor's entire right, title and interest, in and to all of the Assets, free and clear of all debts, liens and other encumbrances whatsoever as set forth in the Approval and Vesting Order.

3. Subject to Asset Purchase Agreement

This Bill of Sale is intended to evidence delivery by the Vendor to the Purchaser of the Assets as contemplated by the Asset Purchase Agreement and will be read and construed together with the Asset Purchase Agreement. Except as otherwise specifically provided, in the event that the provisions of the Asset Purchase Agreement conflict with or differ from the provisions hereof, the provisions of the Asset Purchase Agreement will prevail.

4. As is, Where is

The sale of the Assets by the Vendor to the Purchaser is made on an "as is, where is" basis without any representation or warranty whatsoever, including without limitation, without any representation or warranty as to quality, fitness, merchantability or fitness for use.

5. Successors and Assigns

This Bill of Sale shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the Vendor and the Purchaser.

6. Governing Law

This Bill of Sale shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein (without reference to conflicts of laws principles).

7. Further Assurances

The Vendor will at the request of the Purchaser execute and deliver such further documents and take such further steps as are reasonably necessary or appropriate to give effect to the intent and meaning of this Bill of Sale.

8. Facsimile

This Bill of Sale may be executed and delivered by way of facsimile transmission or by e-mail in PDF and shall be as binding as an originally signed document.

IN WITNESS WHEREOF this Bill of Sale has been executed by the Vendor as of the date first written above.

ERNST & YOUNG INC., in its capacity as
receiver and manager of Kinetex Multi-Component
Services Inc., and not in its personal or corporate
capacity

Per: _____

Name: Neil Narfason

Title: Senior Vice President

Acknowledged on the _____ day of _____,
2011 by:

SEISMIC EQUIPMENT SOLUTIONS II, LP

Per: _____

Name: Glen Huscroft

Title: President and CEO

SCHEDULE "A"

PURCHASED ASSETS

1. Four-hundred forty four (444) VRSR Recording Boxes (including 1 battery and 2 cables, where available), having the serial/identification numbers identified on Schedule A-1 attached hereto and an allocated value of US\$1,000.00 per unit.
2. Fifty (50) MRX Recording Boxes, having the serial/identification numbers identified on Schedule A-2 attached hereto and an allocated value of US\$76.19 per unit.
3. Ninety (90) Solar Battery Packs, having the serial/identification numbers identified on Schedule A-3 attached hereto and an allocated value of US\$9.52 per unit.
4. Seven hundred sixty (760) 3C Digital Sensors (SVSM's), having an allocated value of US\$287.62 per unit for 520 of the units, having the serial/identification numbers identified on Schedule A-4 and US\$49.5 per unit for 240 of the units, having the serial/identification numbers identified on Schedule A-5.
5. Three hundred (300) VRSR Recording Boxes, having the serial/identification numbers identified on Schedule A-6, currently in the possession of the Purchaser and having an allocated value of US\$1,600.00 per unit less a \$464,630.60 artisan's lien claimed by the Purchaser for work performed on these units.
6. One thousand eight hundred eighty (1,880) 3C Digital Sensors (SVSM's), having the serial/identification numbers identified on Schedule A-7 attached hereto and an allocated value of US\$202 per unit for each unit with a serial or identification number lower than 31083 and US\$402 per unit for each unit with a serial or identification number of 31083 or higher.
7. One (1) GMC Topkick Recording Truck with System Four V2 VRSR recording instrumentation, complete system and contents (1995 White Diesel Recorder VIN#1GDJ6HIJ1SJ512528), having an allocated value of US\$23,819.05.

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SCHEDULE "A-1"

Four-hundred forty four (444) VRSR Recording Boxes – Serial/Identification Numbers:

1533	9819	11455	13880	21070	21219	21412	21465	24081	24121	24162	31058
4754	9834	11472	13893	21071	21220	21413	21466	24082	24122	24163	31059
5541	9848	11487	13905	21073	21221	21414	21467	24083	24123	24164	31060
5707	9850	11493	14028	21074	21222	21416	21468	24084	24124	24165	31063
5743	9851	11494	14038	21075	21223	21417	21469	24085	24125	24166	31068
5757	9855	11506	14045	21076	21224	21418	21471	24086	24126	24167	31070
6392	9889	11509	14057	21077	21225	21419	21472	24087	24127	24168	31072
6584	9913	11517	14078	21078	21226	21420	21473	24088	24128	30011	31074
6704	9983	11567	14192	21079	21227	21423	21474	24089	24129	30012	31087
6756	9998	11573	14205	21081	21229	21424	21476	24090	24130	30015	31088
7136	10021	11577	14260	21082	21231	21426	21478	24091	24131	30019	31099
7137	10047	11583	14269	21083	21232	21428	21479	24092	24132	30021	
7214	10135	11585	14312	21084	21234	21429	21480	24093	24133	30039	
7705	10169	11620	14348	21086	21235	21430	21481	24094	24134	30048	
8358	10178	11623	14372	21087	21236	21431	21482	24095	24135	30075	
8450	10191	11634	14392	21088	21237	21432	21483	24096	24136	30076	
8736	10230	11653	14404	21089	21238	21433	21484	24097	24137	30079	
8747	10335	11656	14405	21090	21239	21434	21485	24098	24138	30080	
8934	10369	11659	14411	21091	21240	21436	21486	24099	24139	30083	
9039	10384	11664	14421	21092	21243	21437	21487	24100	24140	30084	
9158	10390	11668	14423	21141	21244	21440	21488	24101	24142	30085	
9179	10489	11670	14429	21161	21245	21441	21489	24102	24143	30087	
9201	10508	11676	14432	21162	21246	21443	21492	24103	24144	30092	
9214	10599	11680	14478	21164	21249	21445	21493	24104	24145	30093	
9264	10632	11681	14508	21165	21250	21447	21494	24105	24146	30094	
9285	10657	11705	14655	21166	21251	21448	21495	24106	24147	30096	
9315	10824	12947	14656	21167	21254	21449	21496	24107	24148	30097	
9526	10918	13396	14688	21168	21279	21450	21497	24108	24149	30105	
9546	10932	13713	14707	21169	21280	21451	24069	24109	24150	30535	
9555	11188	13744	14736	21205	21293	21452	24070	24110	24151	30559	
9600	11197	13748	14776	21206	21297	21453	24071	24111	24152	30633	
9608	11199	13749	14802	21207	21298	21456	24072	24112	24153	30703	
9612	11206	13775	20938	21209	21306	21457	24073	24113	24154	31003	
9657	11220	13789	21062	21210	21401	21458	24074	24114	24155	31006	
9678	11235	13801	21063	21211	21402	21459	24075	24115	24156	31022	
9688	11241	13830	21065	21214	21403	21460	24076	24116	24157	31028	
9738	11244	13836	21066	21215	21404	21461	24077	24117	24158	31034	
9766	11265	13838	21067	21216	21406	21462	24078	24118	24159	31036	
9780	11291	13844	21068	21217	21407	21463	24079	24119	24160	31038	
9783	11403	13856	21069	21218	21409	21464	24080	24120	24161	31046	

SCHEDULE "A-2"

Fifty (50) MRX Recording Boxes – Serial/Identification Numbers:

2434	26027
6993	26162
7667	26290
11175	26926
11208	27925
11842	28612
12022	30450
12702	30596
13557	31132
13603	31810
16709	
17691	
17709	
19295	
19340	
19611	
19972	
20241	
20242	
20247	
20325	
20419	
21013	
21034	
21332	
21356	
21474	
22158	
22223	
22230	
22250	
22260	
22500	
23540	
24096	
24256	
24947	
25029	
25066	
25106	

7052

SCHEDULE "A-3"

Ninety (90) Solar Battery Packs – Serial/Identification Numbers:

11	4704	B-207
112	4711	C-126
1469	4715	F-250
1999	4716	G-104
4565	4718	G-111
4567	4720	G-244
4586	4721	G-261
4595	4725	G-337
4614	4727	M-203
4618	4728	No S/N
4624	4729	
4625	4730	
4635	4732	
4646	4733	
4651	4735	
4652	4736	
4654	4737	
4656	4737	
4661	7414	
4663	7627	
4664	7903	
4666	8828	
4670	13321	
4671	20601	
4672	21505	
4674	22688	
4675	24817	
4679	33900	
4680	39410	
4681	43019	
4682	47378	
4683	55916	
4684	60349	
4685	67515	
4686	68834	
4690	72757	
4692	77408	
4699	A-111	
4700	B111	
4702	B-124	

SCHEDULE "A-4"

Five hundred twenty (520) 3C Digital Sensors (SVSM's) – Serial/Identification Numbers:

51	1295	2630	3904	4939	7704	20616	28127	31644
54	1305	2643	3906	4940	7724	20878	28129	31670
111	1311	2650	3934	5061	7756	21124	28183	31967
127	1312	2680	3999	5082	8295	21382	28357	32100
152	1317	2738	4014	5142	8788	21452	28495	32147
158	1402	2768	4026	5163	8823	21855	28515	32599
160	1449	2779	4038	5657	11253	21921	28573	33272
177	1450	3042	4048	5658	12012	22191	28576	33500
206	1460	3050	4059	5811	12185	22323	28924	33663
215	1472	3061	4092	5850	12412	22349	28972	33764
258	1483	3063	4096	6051	12717	22392	29097	33784
306	1497	3078	4097	6320	12792	22545	29358	33938
356	1534	3082	4181	6406	12798	22783	29372	35098
370	1583	3099	4192	6426	13170	23028	29403	35138
427	1613	3127	4199	6429	13607	23106	29424	35149
440	1614	3138	4236	6443	13654	23461	29443	35344
491	1635	3162	4240	6490	13852	23595	29770	35471
508	1639	3173	4269	6495	13923	23607	29789	35524
512	2000	3185	4278	6522	14544	23782	29811	35541
524	2028	3196	4332	6531	14812	23990	30040	35636
588	2076	3207	4353	6615	15109	24155	30109	35798
603	2193	3232	4391	6691	15275	24266	30224	35808
620	2230	3279	4437	6696	15414	24582	30319	36138
643	2245	3349	4487	6715	15692	24751	30355	36159
787	2251	3429	4505	6719	15771	25784	30518	36162
824	2270	3495	4543	6749	15818	25852	30544	36216
874	2272	3550	4561	6760	16069	25978	30560	36516
956	2322	3571	4582	6796	16116	26167	30690	36686
968	2368	3602	4604	6871	18094	26252	30691	36724
1001	2369	3667	4618	6895	18854	26775	30764	36911
1033	2468	3682	4659	6903	18871	26776	31019	36984
1094	2486	3701	4672	7023	18932	26844	31123	37221
1141	2504	3715	4675	7319	18957	26983	31166	37277
1152	2512	3729	4682	7329	18959	27051	31324	37315
1166	2520	3755	4745	7402	18972	27243	31430	37744
1180	2530	3773	4814	7457	18984	27315	31563	37994
1196	2585	3840	4818	7576	19516	27572	31605	38066
1207	2597	3844	4842	7576	20219	27602	31606	38152
1223	2601	3853	4856	7578	20414	27739	31608	38230
1248	2611	3875	4893	7638	20574	27917	31622	38411

38437	65245	74084	84082
38527	65255	74104	84128
38723	66142	74274	84248
38831	66718	74281	84639
38971	66983	74386	84794
39192	67327	74453	85202
39324	67503	74523	85208
39580	67975	74547	85305
39732	68065	74630	85677
40756	68093	74675	86018
40809	68537	74690	86132
41364	68590	74717	86199
41946	69314	74766	86205
42229	69345	74815	86425
42255	69442	74873	86433
42585	69507	75001	86583
46115	69705	75057	86807
46196	69889	75150	87334
50345	70368	75232	87352
50570	70560	75266	87659
52629	70768	75367	87675
60368	70813	75401	87803
60853	70847	75422	88114
61164	71145	75435	88208
61268	71936	75444	88262
61408	71966	75545	88335
61497	72370	75551	88395
61699	72498	75623	133069
61892	72591	75627	134571
61955	72608	79573	139921
62064	72644	79877	144112
62101	72704	80222	144432
62140	72845	80488	144529
62362	73004	80804	144816
62458	73093	80821	144916
62510	73127	81000	144974
62692	73230	81124	145926
62784	73440	81288	145976
62821	74000	81318	146911
62953	74004	82917	149707

SCHEDULE "A-5"

Two hundred forty (240) 3C Digital Sensors (SVSM's) – Serial/Identification Numbers:

1	2970	7144	21406	30416	63427
23	3087	7155	21443	30721	65196
57	3158	7209	21451	30995	67625
135	3206	7234	22456	31251	68655
138	3246	7237	22510	31440	72116
282	3332	7302	22522	31957	72831
354	3367	7367	22588	32121	72989
357	3468	7374	22709	32214	73058
361	3498	7440	23729	32286	73265
447	3507	7536	23902	32379	73394
609	3613	7562	24043	32488	73582
663	3639	7611	24789	33557	74033
674	3665	7643	24963	35016	74138
714	3735	7691	24965	35037	74357
847	3768	7788	25023	35662	74569
973	3784	8619	25883	36106	74683
1003	3961	8820	25985	36312	74705
1052	4015	11022	26023	36505	74794
1091	4240	12566	26606	36602	74916
1403	4335	12674	26826	36630	75284
1437	4558	12816	26917	36669	75302
1513	4595	12867	27022	36735	75323
1522	4689	13655	27043	37169	75452
1888	4756	13897	27080	37408	79705
2013	4954	14280	28130	37493	79922
2039	4961	14438	28145	37582	80150
2119	4994	14614	28217	37654	81021
2221	5018	15350	28413	37897	81032
2239	5033	15518	28459	37974	81062
2329	5049	16540	28632	38145	85903
2354	5137	17083	28984	39074	86343
2395	5141	17204	29021	39731	86587
2580	5168	17417	29181	40392	87539
2608	5188	17793	29209	40417	87696
2645	5486	18587	29266	42256	87932
2667	6192	18833	29569	61494	87976
2694	6474	19093	29615	62552	88509
2753	6612	20454	29654	62576	88879
2755	6650	20622	29665	63236	88936
2772	6730	20778	30141	63412	265147

201

SCHEDULE "A-6"

Three hundred (300) VRSR Recording Boxes – Serial/Identification Numbers:

14261	9941	11283	11595	13851	31002	31077	11684
5862	9982	11296	11613	13854	31003	31078	13731
5946	9988	11300	11626	13857	31004	31079	13778
6727	10029	11305	11632	13860	31007	31080	13780
7199	10186	11314	11641	13863	31008	31081	13808
7425	10227	11319	11647	13869	31009	31085	13879
8970	10235	11321	11648	13875	31012	31089	13903
8974	10248	11325	11663	13884	31013	31090	14126
9002	10249	11327	11665	13885	31014	31091	31010
9063	10259	11333	11667	13898	31015	31092	31011
9222	10262	11348	11673	13908	31016	31094	31023
9277	10271	11356	11675	14011	31017	31097	31024
9322	10285	11364	11679	14023	31020	31098	31084
9332	10287	11368	11692	14042	31021	8635	31086
9342	10311	11379	11699	14082	31025	10315	11332
9343	10317	11381	13711	14141	31026	7117	13718
9530	10329	11383	13721	14151	31027	8748	13722
9531	10457	11386	13724	14154	31029	11159	13829
9536	10514	11389	13726	14231	31033	11255	14107
9566	10649	11415	13728	14250	31037	11564	31056
9587	10652	11441	13730	14256	31039	13828	
9607	10676	11452	13733	14276	31040	13839	
9660	10705	11457	13735	14277	31041	31031	
9668	11147	11459	13746	14281	31042	5907	
9671	11187	11463	13753	14299	31044	8810	
9675	11190	11465	13758	14305	31045	9077	
9679	11201	11470	13760	14320	31047	9627	
9707	11213	11478	13767	14357	31048	9681	
9788	11214	11485	13768	14359	31050	9846	
9795	11221	11489	13770	14377	31051	9895	
9804	11227	11490	13774	14382	31052	9984	
9811	11236	11491	13776	14391	31053	10648	
9830	11237	11492	13791	14406	31061	11198	
9841	11242	11495	13792	14413	31062	11234	
9890	11252	11496	13794	14422	31064	11405	
9896	11253	11498	13816	14789	31065	11434	
9897	11257	11508	13823	30068	31067	11456	
9911	11266	11533	13824	30103	31071	11608	
9919	11273	11563	13833	31000	31073	11661	
9927	11282	11584	13837	31001	31075	11682	

SCHEDULE "A-7"

One thousand eight hundred eighty (1,880) 3C Digital Sensors– Serial/Identification Numbers:

56	569	1050	1433	2123	2591	3263	3676	4178
61	581	1071	1441	2129	2606	3283	3678	4187
75	586	1073	1452	2145	2608	3288	3686	4235
102	612	1081	1454	2154	2617	3291	3725	4265
113	616	1103	1457	2181	2627	3304	3730	4279
116	623	1115	1465	2190	2629	3314	3761	4295
117	633	1117	1468	2216	2641	3317	3763	4355
119	634	1118	1478	2222	2660	3328	3765	4360
121	641	1131	1489	2226	2686	3333	3766	4374
140	655	1133	1496	2227	2689	3358	3771	4394
168	675	1139	1498	2235	2695	3371	3772	4413
172	700	1147	1518	2238	2724	3378	3778	4426
207	725	1148	1519	2243	2757	3384	3783	4429
219	728	1149	1525	2246	2793	3390	3785	4431
239	738	1157	1540	2250	3003	3402	3788	4473
240	748	1169	1560	2261	3033	3410	3800	4534
245	772	1173	1570	2268	3036	3417	3810	4556
274	792	1178	1575	2271	3064	3418	3813	4563
279	797	1185	1579	2277	3065	3445	3815	4569
350	812	1206	1582	2280	3088	3449	3856	4575
366	829	1208	1605	2298	3095	3510	3868	4598
401	839	1214	1626	2301	3107	3516	3919	4599
406	840	1218	1654	2306	3109	3531	3921	4601
417	866	1224	1655	2328	3119	3542	3960	4615
420	867	1234	1686	2375	3121	3543	3963	4642
421	873	1239	1801	2376	3133	3549	3993	4671
433	883	1280	2005	2382	3137	3552	4017	4674
453	889	1284	2012	2399	3145	3558	4023	4681
454	890	1285	2015	2404	3148	3568	4069	4701
464	911	1299	2017	2421	3150	3573	4075	4709
475	916	1300	2018	2444	3161	3579	4099	4732
485	925	1304	2027	2460	3186	3596	4100	4743
499	934	1308	2035	2464	3193	3597	4101	4773
511	949	1313	2046	2473	3209	3599	4102	4784
514	961	1341	2047	2490	3211	3600	4106	4787
520	966	1360	2061	2491	3212	3605	4114	4789
529	999	1384	2066	2509	3213	3634	4147	4792
532	1002	1412	2084	2523	3214	3654	4151	4796
555	1037	1416	2091	2527	3224	3662	4160	4811
566	1045	1428	2120	2557	3239	3663	4168	4816

RSI

4828	6057	7227	11395	14602	17645	19104	21458	23044
4836	6207	7274	11853	14641	17788	19105	21459	23079
4846	6269	7276	12163	14717	18090	19127	21481	23085
4860	6334	7282	12379	14872	18122	19299	21497	23144
4868	6335	7285	12421	14968	18227	19328	21512	23170
4869	6362	7300	12459	14994	18266	19402	21536	23181
4888	6364	7301	12550	15013	18497	19449	21540	23235
4905	6425	7325	12586	15052	74457	19604	21544	23267
4919	6507	7326	12654	15110	18522	19608	21568	23286
4936	6523	7376	12705	15135	18713	19618	21647	23293
4950	6576	7386	12749	15238	18795	19917	21648	23333
4952	6577	7395	12899	15267	18826	20002	21748	23340
4963	6620	7406	13009	15305	18828	20142	21755	23353
4978	6622	7408	13019	15429	18831	20180	21862	23445
4980	6672	7411	13041	15447	18834	20418	21869	23446
4981	6713	7492	13160	15522	18879	20470	21934	23494
4988	6722	7494	13184	15554	18883	20524	21973	23571
5023	6826	7497	13235	15694	18885	20641	22080	23645
5044	6842	7506	13306	15699	18889	20659	22105	23657
5045	6854	7527	13565	15906	18890	20702	22163	23725
5052	6855	7546	13601	15947	18892	20719	22197	23748
5070	6864	7552	13622	16084	18904	20812	22198	23777
5096	6879	7556	13659	16097	18907	20935	22205	23788
5113	6889	7577	13662	16124	18921	20956	22251	23813
5120	6913	7594	13721	16127	18928	21019	22254	23832
5125	6917	7636	13750	16217	18929	21033	22288	23849
5129	6957	7671	13769	16296	18931	21086	22332	23876
5150	6967	7685	13792	16361	18936	21102	22410	23882
5171	6978	7688	13845	16534	18937	21111	22411	23926
5172	6990	7783	13883	16794	18940	21187	22477	23946
5398	7007	7987	14027	17197	18944	21191	22487	23994
5417	7029	8790	14053	17232	18948	21224	22512	24011
5459	7060	8797	14075	17233	18949	21257	22518	24046
5463	7077	8827	14227	17257	18951	21275	22521	24049
5619	7084	8830	14247	17314	18983	21392	22564	24060
5777	7124	8832	14299	17424	18998	21397	22593	24096
5824	7157	8861	14418	17495	19004	21413	22642	24111
5913	7158	8880	14458	17510	19019	21439	22670	24139
5967	7188	10009	14564	17568	19092	21440	22840	24140
6025	7192	10729	14595	17595	19095	21447	22965	24145

24149	26027	27606	28714	29552	30584	31671	32430	35097
24312	26129	27608	28755	29557	30629	31674	32436	35151
24356	26143	27615	28815	29613	30635	31681	32437	35155
24388	26148	27618	28826	29634	30655	31685	32499	32077
24433	26156	27619	28831	29641	30656	31712	32512	35157
24443	26242	27633	28842	29676	30681	31719	32530	35202
24444	26282	27653	28907	29719	30729	31722	32586	35240
24491	26325	27677	28911	29742	30750	31727	32601	35249
24514	26377	27708	28915	29771	30784	31767	32727	35262
24609	26515	27731	28921	29798	30846	31788	33259	35274
24625	26521	27903	28929	29886	30853	31796	33326	35320
24705	26706	27953	28940	29903	30876	31804	33360	35322
24712	26830	27996	28943	29904	30934	31807	33432	35343
24715	26841	28005	28951	29909	30989	31827	33488	35360
24768	26854	28016	28959	29930	31015	31857	33549	35366
24813	26864	28028	28974	29980	31049	31868	33619	35373
24851	26926	28073	28977	30018	31063	31926	33696	35374
24856	26945	28078	28979	30045	31082	31944	33704	35401
24874	27016	28145	28991	30064	31085	31951	33728	35406
24887	27050	28181	29033	30089	31091	31971	33736	35415
24900	27078	28214	29085	30096	31179	31990	33747	35425
24953	27127	28219	29140	30161	31188	32006	33769	35432
24958	27135	28223	29154	30165	31203	32038	33772	35433
24972	27150	28247	29166	30186	31207	32050	33773	35462
24982	27158	28332	29168	30206	31237	32052	33881	35494
24983	27203	28354	29182	30207	31241	32070	33891	35506
24993	27218	28366	29189	30220	31257	32096	33900	35515
25045	27224	28407	29192	30301	31353	32108	33926	35537
25097	27248	28436	29203	30315	31435	32110	33936	35639
25126	27258	28440	29233	30320	31449	32124	33942	35643
25131	27289	28454	29261	30326	31476	32135	33956	35667
25138	27300	28481	29338	30340	31508	32156	34380	35700
25741	27323	28512	29341	30341	31525	32200	34474	35827
25830	27329	28516	29362	30362	31529	32225	34813	35925
25839	27354	28539	29365	30396	31564	32283	34953	35941
25885	27369	28619	29394	30399	31608	32338	34999	35949
25901	27388	28643	29400	30404	31610	32340	35015	36008
25902	27411	28654	29404	30427	31621	32363	35042	36023
25927	27488	28694	29524	30512	31653	32383	35052	36038
25977	27546	28709	29535	30533	31667	32401	35060	36045

36054	36906	37598	38949	40455	61406	63043	66761	69272
36132	36913	37619	38969	40470	61407	63051	66830	69327
36136	36941	37642	38994	40482	61490	63054	66976	69424
36143	36947	37646	39019	40536	61604	63088	67003	69540
36207	36985	37653	39048	40597	61622	63091	5169	69621
36210	37031	37655	39086	40871	61758	63180	67082	69693
36218	37036	37670	39118	40896	61858	63183	67096	69788
36224	37067	37803	39131	40901	61885	63186	67216	69936
36271	37079	37820	39142	41842	61887	63192	67318	69956
36278	37081	37827	39279	41917	61977	63196	67351	69968
36311	37096	37852	39298	41960	62041	63216	67372	69994
36335	37118	37895	39320	41992	62072	63234	67375	70023
36337	37128	37953	39352	42008	62084	63240	67420	70348
36369	37145	38000	39364	42009	62158	63252	67506	70370
36370	37154	38005	39373	42087	62177	63254	67517	70405
36373	37156	38026	39401	42109	62255	63257	67541	70449
36401	37187	38039	39476	42143	62292	63438	67563	70526
36407	37233	38067	39492	42237	62298	63463	67844	70636
36414	37244	38126	39503	42316	62352	65002	68032	70653
36425	37247	38159	39522	42340	62406	65003	68061	70679
36428	37294	38160	39535	42387	62447	65015	68092	70775
36451	37350	38233	39537	42445	62450	65041	68127	70785
4029	37353	38279	39561	42517	62512	65241	68146	70801
36471	37373	38291	39587	44795	62523	65257	68175	70953
36485	37375	38312	39654	45022	62591	65276	68270	70966
36504	37377	38319	39657	48031	62603	65339	68328	71046
36529	37438	38320	39721	48942	62607	65480	68358	71058
36565	37468	38331	39747	49208	62635	65618	68586	71236
36575	37469	38352	39814	50111	62646	65664	68616	71573
36688	37473	38532	39861	52089	62706	65917	68733	71640
36709	37498	38595	39897	60037	62771	66105	68747	71674
36738	37527	38635	39906	60076	62898	66234	68837	71827
36740	37528	38643	39918	60454	62905	66292	68846	71843
36762	37535	38650	39967	60779	62926	66355	68905	71865
36764	37557	38668	40113	61046	62956	66553	69031	71957
36783	37565	38678	40279	61112	62967	66559	69072	72198
36793	37566	38800	40295	61116	63014	66560	69086	72217
36823	37567	38835	40308	61169	63018	66645	69088	72308
36833	37572	38941	40323	61210	63038	66654	69155	72400
36905	37576	38943	40332	61285	28229	66756	69252	72461

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72463	73135	74148	74503	74886	75327	80023	84235	86431
72472	73149	74149	74510	74895	75332	80058	84240	86443
72567	73154	74155	74513	74914	75335	80095	84244	86447
72602	73160	74166	74517	74920	75336	80162	84337	86458
72605	73186	74170	74518	74952	75337	80184	84345	86516
72613	73224	74183	74530	74960	75340	80192	84774	86524
72619	73226	74190	74531	74967	75348	80503	85101	86546
72645	73234	74193	74533	74968	75366	80516	85113	86693
72663	73241	74206	74561	74971	75370	80867	85264	86788
72714	73272	74212	74563	74973	75373	81001	85324	86966
72730	73346	74237	74587	74992	75393	81068	85328	86973
72741	73362	74248	74602	74994	75412	81122	85424	87046
72746	73374	74252	74622	74995	75420	81148	85503	87276
72760	73379	74254	74623	75003	75472	81361	85551	87338
72768	73386	74258	74637	75005	75475	81373	85687	87356
72770	73405	74259	74639	75006	75480	81398	85694	87413
72775	73413	74264	74640	75023	75489	81403	85716	87643
72781	73581	74265	85924	75044	75494	81447	85721	87681
72798	73587	74266	74641	75047	75509	81485	85722	87683
72804	73848	74267	74647	75049	75530	81518	86000	87687
72817	74002	74270	74682	75072	75555	83033	86032	87936
72818	74009	74273	74688	75079	75561	83037	86071	87941
72827	74024	74275	74737	75093	75567	83143	86082	87959
72852	74028	74302	74738	75101	75585	83147	86138	87960
72859	74032	74361	74742	75145	75601	83156	86162	87963
72919	74042	74367	74746	75146	75610	83269	86163	87968
72932	74044	74385	74757	75160	75617	83281	86167	88034
72935	74061	74405	74762	75170	75619	83376	86169	88038
72964	74081	74426	74773	75172	75637	83388	86203	140861
73026	74083	74430	74774	75176	75933	83500	86207	88082
73029	74085	74434	74784	75178	79625	83730	86225	88118
73033	85287	74437	74787	75182	79670	83802	86255	88139
73043	74086	74449	74801	75194	79694	83804	86267	88191
73053	74087	74451	74808	75214	79709	83805	86271	88213
73057	74091	74456	74809	75216	79757	83806	86296	88229
73066	74096	74457	74821	75228	79798	83834	86334	88249
73096	74132	74483	74836	75231	79852	83842	86392	88293
73102	74135	74495	74866	75254	79947	83866	86400	88304
73125	74136	74498	74874	75264	79979	84035	86407	88339
73126	74141	74502	74881	75273	79982	84160	86427	88382

88387	140298
88400	140397
88404	140454
88419	140501
88443	140652
88445	141786
88471	141816
88487	142014
88496	142554
88507	142623
88517	142790
88522	143150
88562	143231
88662	143387
88864	143971
89024	144570
89211	144629
89246	144646
89303	144840
120696	145205
131007	145219
133776	145273
134585	145452
138332	145684
138504	145749
138674	145916
138769	145956
139006	146114
139108	146122
139203	146557
139256	146729
139311	146776
139481	146820
139524	146914
139761	146929
139956	146935
140019	147070
140177	147071
140178	148672
140255	149809