

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Case No. 20-32465
BOS SOLUTIONS LTD., et al.,¹	§	
	§	Chapter 15
Debtors in a foreign proceeding.	§	
	§	Jointly Administered

**RECEIVER’S WITNESS AND EXHIBIT LIST
FOR SALE HEARING ON AUGUST 26, 2020 AT 3:30 P.M.**

Ernst & Young Inc., solely in its capacity as court-appointed receiver (the “Receiver”) of (1) BOS Solutions Ltd., (2) BOS Solutions Inc., (3) BOS Leaseco LLC, (4) BOS Solutions Real Estate Inc., and (5) BOS USHoldco Inc. (collectively, the “Debtors”) based upon the Receivership Order dated May 4, 2020, entered by the Court of Queen’s Bench of Alberta in the Judicial Centre of Calgary, Canada, Court File No. 2001-05949, and as authorized foreign representative of the above-captioned Debtors, by and through its undersigned counsel, files this *Receiver’s Witness and Exhibit List for Sale Hearing on August 26, 2020 at 3:30 p.m.* (the “Witness and Exhibit List”), and respectfully designates the following witnesses and exhibits:

WITNESSES

1. Peter Chisholm, Ernst & Young Inc.
2. Jeffrey Demma, Stretto
3. Stephen R. Dutton, Stage 3 Separation, LLC
4. Any witness designated by any other party; and
5. Any rebuttal or impeachment witnesses.

¹ The Debtors are: (1) BOS Solutions Ltd., (2) BOS Solutions Inc., (3) BOS Leaseco LLC, (4) BOS Solutions Real Estate Inc., and (5) BOS USHoldco Inc.

EXHIBITS

Ex. No.	Description	Mkd.	Off.	Obj.	Adm.	Date
1	Declaration of Peter Chisholm in Support of Sale [Docket No. 114]					
2	Second Report of Ernst & Young Inc., in its Capacity as Court-Appointed Receiver and Manager [Docket No. 107-1]					
3	Confidential Supplement to the Second Report of Ernst & Young Inc., in its Capacity as Court-Appointed Receiver and Manager (Filed Under Seal) [Docket No. 110]					
4	Second Confidential Supplement to the Second Report of Ernst & Young Inc., in its Capacity as Court-Appointed Receiver and Manager (Redacted Version)					
5	Asset Purchase and Sale Agreement (Redacted Version)					
6	Amending Agreement (Redacted Version)					
7	Certified Copy of Canadian Sale Approval and Vesting Order					
8	Certificate of Service of Sale Notice and Cure Notice [Docket No. 63]					
9	Certificate of Service of Supplemental Cure Notice [Docket No. 74]					
10	Certificate of Service of Second Supplemental Cure Notice [Docket No. 77]					
11	Certificate of Service of Third Supplemental Cure Notice [Docket No. 111]					
12	Email from C. Keliher to R. Garland dated August 14, 2020					
13	Email from C. Keliher to R. Garland dated August 17, 2020					
14	Email from R. Garland to C. Keliher dated August 17, 2020					
15	Email from C. Keliher to R. Garland dated August 19, 2020					
16	Email from C. Keliher to R. Garland dated August 20, 2020					
17	Email from R. Garland to C. Keliher dated August 20, 2020					

Ex. No.	Description	Mkd.	Off.	Obj.	Adm.	Date
18	Email from C. Keliher to R. Garland dated August 21, 2020					
19	Email from K. Lyda to R. Garland dated August 21, 2020					
20	Executive Agreement dated May 31, 2013 between BOS Solutions Inc. and Rick L. Garland, including amendments (Redacted Version)					
	Any exhibit designated by any other party					
	Any exhibit for rebuttal or impeachment					

The Receiver reserves the right to ask the Court to take judicial notice of pleadings and transcripts and/or documents filed in or in connection with the Debtors' bankruptcy cases, to offer rebuttal exhibits, and to supplement or amend this Witness and Exhibit List at any time prior to the August 26, 2020 hearing. Designation of any exhibit above does not waive any objections the Receiver may have to any exhibit listed on any other party's exhibit list.

Dated: August 24, 2020
Houston, Texas

Respectfully submitted,

HAYNES AND BOONE, LLP

By: /s/ Kelli S. Norfleet

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ATTORNEYS FOR CANADIAN RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served by electronic transmission via the Court's ECF system to all parties authorized to receive electronic notice in this case on August 24, 2020.

/s/ Kelli S. Norfleet
Kelli S. Norfleet

EXHIBIT 1

**THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Case No. 20-32465
BOS SOLUTIONS LTD., et al.,¹	§	
	§	Chapter 15
Debtors in a foreign proceeding.	§	
	§	Jointly Administered

DECLARATION OF PETER CHISHOLM IN SUPPORT OF SALE

I, Peter Chisholm, do hereby declare as follows:

1. I am over the age of 18, and I am authorized to submit this declaration (the “Declaration”) on behalf of the Receiver (as defined below).

2. I am a Partner and Senior Vice President at Ernst & Young Inc. (“EY”). I hold a B.B.A. in accounting from St. Francis Xavier University. I am a Licensed Trustee in Bankruptcy, a Chartered Insolvency and Restructuring Professional and a Chartered Professional Accountant. I am a member of the Canadian Association of Insolvency and Restructuring Professionals and Turnaround Management Association. I have more than fifteen (15) years of experience providing transaction and restructuring advisory services to companies and their stakeholders, including representing creditors, lenders, shareholders, management and boards of directors in both formal and out-of-court restructurings and cross-border cases. I have industry experience in oil and gas, including companies operating in exploration and production, midstream and oilfield services sectors. My office is at 215 2nd Street SW, Calgary, AB, T2P 1M4 Canada.

3. All facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, information provided to me by employees working under my

¹ The Debtors are: (1) BOS Solutions Ltd., (2) BOS Solutions Inc., (3) BOS Leaseco LLC, (4) BOS Solutions Real Estate Inc., and (5) BOS USHoldco Inc.

direction or supervision, my discussions with other members of EY or the Debtors (as defined herein) and/or my opinions based upon my experience concerning the Debtors' operations and financial condition. If called to testify, I could and would testify competently as stated herein.

4. EY is the court-appointed receiver (the "Receiver") of (1) BOS Solutions Ltd. ("BOS Ltd."), (2) BOS Solutions Inc. ("BOS Inc."), (3) BOS Leaseco LLC, (4) BOS Solutions Real Estate Inc., and (5) BOS USHoldco Inc. (collectively, "BOS" or the "Debtors") based upon the Receivership Order dated May 4, 2020, entered by the Court of Queen's Bench of Alberta in the Judicial Centre of Calgary, Canada, Court File No. 2001-05949 (the "Canadian Court" and the "Canadian Proceedings").

5. I make this Declaration in support of the Receiver's *Emergency Motion for Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of Claims and Interests; (IV) Approving the Form and Manner of the Cure and Sale Notices; and (V) Granting Related Relief* [Doc. No. 51] (the "U.S. Sale Motion").²

A. Procedural Background

6. On May 4, 2020, National Bank of Canada ("NBC") filed an Originating Application (Appointment of Receiver) in the Canadian Proceedings seeking the appointment of EY as receiver for each of the Debtors under section 243 of the Canadian Bankruptcy and Insolvency Act ("BIA") and section 13(2) of the Judicature Act, RSA 2000 c J-2. As of the date of the Receivership Order, the Debtors owed approximately USD \$38.0 million and CAD \$6.1

² Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the U.S. Sale Motion, U.S. Sale Process Order, and Canadian Sale Process Order, as applicable.

million to a syndicate of Canadian financial institutions (the “Syndicate”), led by National Bank of Canada, as administrative agent and a member of the Syndicate.

7. On May 4, 2020, the Canadian Court, Honorable Justice P. R. Jeffrey, entered the Receivership Order pursuant to section 243 of the BIA and section 13(2) of the Judicature Act, RSA 2000 c J-2. Among other things, the Receivership Order appointed the Receiver as the authorized foreign representative of the Debtors, with the power to commence ancillary insolvency proceedings in other countries and requested aid and cooperation of U.S. courts to give effect to the Receivership Order and assistance with the Canadian Proceedings.

8. On May 4, 2020, the Receiver filed Official Form No. 401 Chapter 15 petitions for each of the Debtors pursuant to 11 U.S.C. § 1504, 1509(a) and 1515(a) to commence these chapter 15 cases (the “Chapter 15 Cases”). On May 5, 2020, the U.S. Court entered the *Order Granting Receiver’s Emergency Ex Parte Application for Temporary Restraining Order and Relief Pursuant to Sections 105(a) and 1519 of the Bankruptcy Code* [Doc. No. 17] (the “TRO Order”), which was extended on a final basis pursuant to the *Order Granting Emergency Petition for Recognition as Foreign Main Proceeding Pursuant to Sections 1515 and 1517 of the United States Bankruptcy Code and Related Relief* [Doc. No. 41] (the “Recognition Order”). Among other things, the Recognition Order recognized the Canadian Proceedings as foreign main proceedings pursuant to Section 1517 of the Bankruptcy Code and gave the Receivership Order full force and effect in the United States.

9. Additional information about the Debtors’ business, capital structure, and the circumstances leading to the commencement of the Chapter 15 Cases can be found in the *Receiver’s Emergency Petition for Recognition as Foreign Main Proceedings, or in the Alternative Foreign Nonmain Proceedings, Pursuant to Sections 1515 and 1517 of the United States*

Bankruptcy Code and Related Relief [Doc. No. 5] (the “Petition for Recognition”) and the Receiver’s declaration in support thereof [Doc. No. 6].

B. The Property Subject to the Sale

10. The Debtors are a group of Canadian-owned companies that are engaged in the business of providing customizable and scalable liquids-solids separation in western Canada and the United States. Such services are provided to the oilfield services industry and to other industrial undertakings including construction.

11. The Debtors’ operations are located in: (A) two (2) offices in Alberta, Canada and (B) five (5) offices in the United States (two (2) field offices in Texas, one (1) field office in each of North Dakota and Pennsylvania, and a corporate office in Houston, Texas). BOS Ltd. operates in Canada and owns the majority of the BOS Debtors’ equipment. BOS Inc. operates in the United States and leases its specialized liquids-solids separation equipment from BOS Ltd. Accordingly, all or substantially all of the Debtors’ assets are located in Canada (the “Canadian Property”) and the U.S. (the “U.S. Property”) (collectively, the “Sale Property”).

C. The Bidding Procedures, Timeline, and Sale Process

12. Prior to the appointment of the Receiver, in November 2019, the Debtors underwent a broad sales process (the “Initial Sales Process”) with Raymond James & Associates Inc. acting as the sale advisor. In March 2020, the Debtors were negotiating a purchase and sale agreement (the “Initial Draft PSA”) to sell the business of the Debtors to a prospective purchaser arising from the Initial Sales Process. The proceeds to be paid pursuant to the Initial Draft PSA were expected to be sufficient to fully satisfy the indebtedness owing to the Syndicate. During Initial Draft PSA negotiations, the Debtors’ business was negatively affected by COVID-19 and the global oil price decline and as a result, the prospective purchaser revised its purchase price downwards. The

revised purchase price was not acceptable to the Debtors, and the Initial Sales Process was effectively concluded in early April 2020.

13. Following the commencement of the Canadian Proceedings, the Receiver took control of the Debtors' assets and business operations and evaluated alternatives for stabilizing operations and maximizing recovery for the Debtors' creditors. The Receiver believes a sale of the Sale Property will enhance the stability of the Debtors' operations as it would provide assurance to customers and employees that the business will continue as a going-concern subsequent to these receivership proceedings. The Receiver also believes that a sale of the Debtors' business as a going concern will obtain the highest value for the Debtors' assets. Therefore, the Receiver retained Ernst & Young Orenda Corporate Finance Inc. (the "Sale Advisor") to market the Debtors' assets in the U.S. and Canada (the "Assets").

14. Because of the marketing efforts previously undertaken during the Initial Sales Process, the Receiver, with the assistance of the Sale Advisor, developed the terms of the *BOS Solutions Ltd.*, *BOS Solutions Inc.*, *BOS LeaseCo LLC*, *BOS Solutions Real Estate Inc.*, and *BOS USHoldCo Inc. - Sale Solicitation Process* (the "Sale Process"), including the key milestones ("Sale Milestones") and anticipated deadlines for the Sale Process ("Timeline"). The Receiver and the Sale Advisor developed and implemented the Sale Process to maximize the value of the Sale Property for the benefit the Debtors' stakeholders. The Receiver and the Sale Advisor launched the Sale Process on June 17, 2020.

15. With the Receiver's assistance, the Sale Advisor gathered and reviewed all required due diligence material and populated and operated a virtual electronic data room ("VDR") with the information deemed appropriate about the Sale Property for prospective purchasers to conduct due diligence. In addition, with the Receiver's assistance, the Sale Advisor prepared a non-

confidential teaser letter (the “Teaser Letter”) describing the opportunity to acquire the Sale Property and made it available to prospective purchasers and posted on the Receiver’s website. With the Receiver’s assistance, the Sale Advisor also prepared a Confidential Information Summary (“CIS”) and compiled information concerning the Sale Property for distribution to prospective purchasers that signed a non-disclosure agreement with the Receiver. The Receiver also developed an asset purchase agreement for use during the Sale Process (the “Template APA”).

16. On June 22, 2020, the Receiver filed the *Application for Approval of Sale Process* (the “Canadian Application”) in the Canadian Court for approval of the *BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc., and BOS USHoldCo Inc. - Sale Solicitation Process* (the “Sale Process”). On June 29, 2020, the Receiver filed the U.S. Sale Motion, seeking entry of an order from this Court granting comity to the anticipated Canadian sale process order, approving a U.S. contract assumption and assignment process related thereto, and upon the conclusion of the Sale Process and the selection of one or more successful bidder(s), granting comity to and recognizing the anticipated Canadian sale approval order and approving the assumption and assignment of contracts to the successful bidder(s).

17. In addition, on June 29, 2020, the Sale Advisor provided a notice of the Sale Process, and such other relevant information which the Sale Advisor, in consultation with the Receiver and the Syndicate, considered appropriate, to be published in the *Daily Oil Bulletin*, *Calgary Herald*, and the *Houston Chronicle*.

18. On July 2, 2020, the Canadian Court entered the *Order Approving Sale Solicitation Process with the Sale Process Procedures* [Doc. No. 54-1] (the “Canadian Sale Process Order”). On July 6, 2020, the Court entered the *Order Granting the Receiver’s Emergency Motion for Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Form and*

Manner of the Cure and Sale Notices; and (IV) Granting Related Relief [Doc. No. 57] (the “U.S. Sale Process Order”). The U.S. Sale Process Order, among other things, (i) extended comity to the Canadian Sale Process Order; (ii) recognized the Canadian Sale Process Order, giving it full force and effect in the United States; and (iii) established various deadlines, including a date for the Sale Approval and Vesting Order Recognition Hearing and the Objection Deadlines.

19. In accordance with the U.S. Sale Process Order, on July 8, 2020, the Receiver’s noticing agent in the Chapter 15 Cases, Bankruptcy Management Solutions, Inc. d/b/a Stretto (the “Noticing Agent”), served the Sale Notice on (a) all entities contacted by the Sale Advisor or reasonably believed by the Receiver to have expressed an interest in a sale of the Sale Property; (b) all state and local taxing authorities or recording offices which have a reasonably known interest in the relief requested; (c) all non-debtor parties to relevant contracts or leases (executory or otherwise); (d) all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any lien, encumbrance, claim, or other interests in the Assets; (e) the parties that have filed proofs of claim in the Chapter 15 Cases; (f) the parties that have filed a written request for notice in the Chapter 15 Cases pursuant to Bankruptcy Rule 2002; (g) the office of the United States Trustee; and (h) all parties set forth in the Master Service List maintained in the Chapter 15 Cases (collectively, the “Sale Notice Parties”). The Noticing Agent also posted the Sale Notice on its website maintained for these Chapter 15 Cases at <https://cases.stretto.com/bossolutions>.

20. Also on July 8, 2020, July 22, 2020, July 24, 2020, and August 14, 2020, in accordance with the “Assumption and Assignment Procedures” established in the U.S. Sale Process Order, the Receiver served “Cure Notices” that identified (i) potential Assigned Agreements; (ii) the name and address of the contract counterparty thereto; (iii) notice of the proposed effective date of the assignment; (iv) the amount of the Cure Costs; and (v) the deadlines

by which any such contract counterparty must file an objection to the proposed assumption and assignment of any Assigned Agreement.

21. Due to ongoing negotiations with potential bidders, the Receiver determined it was in the best interest of the Debtors to delay filing the Notice of Selection of Successful Bidder and to extend the Supplemental Objection Deadline until two (2) business days after the Receiver filed such notice. On August 6, 2020, the Court entered the *Order Granting the Receiver's Emergency Motion for Entry of an Order: (I) Extending the Supplemental Objection Deadline Relating to the Sale Process and (II) Granting Related Relief* [Doc. No. 100]. This extension was beneficial in helping the Sale Advisor and the Receiver continue to negotiate in good faith with potential bidders for the sale of the Sale Property to determine which bidder(s) would be the successful bidder(s).

22. Given the extensive marketing efforts undertaken by the Receiver and Sale Advisor, I believe that the Receiver and Sale Advisor had sufficient time to conduct a robust marketing and solicitation process under the Sale Milestones to ensure that a market-tested purchase price was obtained for the Sale Property.

D. The Bids and Qualified Bids

23. Pursuant to the Sale Process, a bidder that desired to make a bid for the Sale Property was required to deliver written copies of a final, binding proposal (the "Final Bid") which included a fully executed purchase and sale agreement together with a blackline to the Template APA as well as a supplemental letter outlining additional detail with respect to the proposed transaction not fully captured within the Template APA (collectively, the "Bid Materials"). The Bid Materials were required to be delivered to the Sale Advisor with a copy to the Receiver so as to be received no later than 12:00 p.m. prevailing Mountain Time on July 17, 2020, or such other

date or time as may be agreed by the Receiver in consultation with the Syndicate (the “Binding Bid Deadline”).

24. Overall, the Sale Advisor contacted approximately 105 potential purchasers, including both strategic buyers and private equity funds. Of those, 27 parties executed non-disclosure agreements and became “Qualified Bidders” pursuant to the Sale Process.

25. The Qualified Bidders received the CIS. The CIS provided further detail of the Sale Property and business of the Debtors. Qualified Bidders also received access to the VDR containing further due diligence information on the Sale Property and business of the Debtors.

26. Qualified Bidders had the opportunity to receive a management presentation and received responses to due diligence and process inquiries from the Receiver with respect to the Sale Property and business of the Debtors, and the Qualified Bidders also had the opportunity to perform site visits to inspect and verify the existence of equipment and inventory owned by the Debtors.

27. Throughout the process, the Sale Advisor spent substantial time meeting with the Qualified Bidders and other interested parties in an effort to promote the selection of a successful bidder. As diligence requests continued to be made, the Sale Advisor uploaded significant additional material to meet these information requests, and otherwise worked tirelessly to enable parties to address areas of interest and concern in connection with preparing their bids. In addition, the Sale Advisor facilitated and participated in conversations and meetings between certain bidders and the Receiver in order to improve the terms of such bids. In the days following the receipt of bids, the Sale Advisor worked extensively with the bidders in order for their bids to become Qualified Bids.

28. Prior to the Binding Bid Deadline, as a result of the efforts of the Receiver and Sale Advisor, the Receiver received multiple final binding proposals to acquire all or certain Assets of the Debtors.³

29. The Receiver then had additional time to review the bids and discuss any needed harmonizing and potential improvements to the bids with the bidders before the deadline to file the notice of selection of the Successful Bidder. The Receiver assessed the Final Bids and evaluated whether the bids met the Qualified Bid standards. The Receiver evaluated the Final Bids based on several factors, including, without limitation, the net value and form of consideration to be paid, the ability of the Qualified Bidder to successfully complete the transaction, including any conditions attached to the bid and the feasibility of such conditions, the proposed transaction documents, factors affecting the certainty and value of the transaction, the assets included or excluded from the bid, any related restructuring costs, compliance, eligibility or other matters with respect to regulatory authority requirements and/or approvals, the likelihood and timing of closing such transactions, and the ability of the bidder to finance and close the proposed transaction within the timelines established by the Receiver.

30. The Receiver reviewed and evaluated each Qualified Bid and identified the best bid (the “Successful Bid”) and the Qualified Bidder making such Successful Bid (the “Successful Bidder”). After months of marketing the Sale Property, the Receiver, in consultation with the Sale Advisor and the Syndicate, selected Stage 3 Separation, LLC (“Stage 3”) as the Successful Bidder.

³ A summary of the offers received for the Property of the Debtors is found in the Confidential Supplement to the Receiver’s Second Report dated August 10, 2020 (the “Confidential Supplement”). The Receiver is seeking an Order sealing the Confidential Supplement and the Second Confidential Supplement. It is the view of the Receiver that the details of the offers received and the purchase price set out in the Stage 3 APA (as defined below) are commercially sensitive information which could negatively impact the sale of the Sale Property if made public, and should therefore remain confidential until closing of the Stage 3 Transaction (as defined below) in order to preserve the integrity of the Sale Process in the event that the Stage 3 Transaction does not close.

Stage 3 is a privately-owned firm headquartered in Houston, Texas which provides solids controls services similar to those provided by the Debtors.

E. Stage 3 and the Stage 3 APA

31. In accordance with the U.S. Sale Process Order, on August 14, 2020, the Receiver filed the Notice of Successful Bidder (Doc. No. 105) (the “Successful Bidder Notice”), identifying Stage 3 as the Successful Bidder and identifying the contracts and leases (the “Assigned Contracts”) proposed to be assumed and assigned to Stage 3. Also, on August 14, 2020, the Receiver served the Successful Bidder Notice on the Sale Notice Parties, all contract counterparties to the Assigned Contracts identified by the Receiver, and the parties listed on the Master Service List maintained in the Chapter 15 Cases.

32. On August 14, 2020, the Receiver also filed the proposed form of Order approving the sale of certain Assets to Stage 3 (Doc. No. 108) (the “Sale Order”). The Sale Order attaches the Asset Purchase Agreement between the Receiver and Stage 3 (as amended, the “Stage 3 APA”). Pursuant to the Stage 3 APA, Stage 3 will acquire the “Purchased Assets” (as defined in the Stage 3 APA), which include all tangible and intangible assets, undertakings, and properties of the Debtors other than the “Excluded Assets” (as defined in the Stage 3 APA).

33. Certain key aspects of the Stage 3 APA include:

- The transaction under the Stage 3 APA (the “Stage 3 Transaction”) is subject to the approval of the Canadian Court and this Court.
- The Receiver is required to seek the assignment of the Assigned Contracts associated with the continuing business of the Debtors. The Assigned Contracts to be assigned primarily relate to active customer, repeat customer, and sales pipeline projects and master services agreements with customers. The Receiver is also required to seek the assignment of a contract with an executive of the BOS Debtors.
- The Receiver is required to buy out the Debtors’ leased vehicles (the “US Leased Vehicles”) in the United States to transfer title into the name of the Debtors prior to transferring ownership to Stage 3. Pursuant to the Stage 3

Transaction, the purchase price is subject to an adjustment whereby Stage 3 compensates the Receiver in full for the buy-out of these leases; however, the Receiver will be responsible for paying state transfer taxes on the fair market value of these vehicles.

- The Receiver and Stage 3 will jointly conduct an on-site physical count of the equipment and inventory not more than 15 business days before closing and shall use commercially reasonable efforts to agree upon a written statement describing the adjustments to the purchase price. The adjustment for missing equipment is based upon the missing equipment's net book value as a percentage of total net book value of the property per the Stage 3 APA multiplied by the purchase price. No adjustments shall be made until such adjustments, in the aggregate, exceed five percent of the purchase price (the "De Minimis Threshold") and then only by the amount that the adjustment amount exceeds the De Minimis Threshold.
- The Receiver shall hold back \$1.0 million from the purchase price for 90 days post-closing for potential losses incurred by Stage 3 associated with the assets and liabilities of the Debtors excluded from the Stage 3 Transaction and any breach of the Receiver's covenants or its agreement to sell the Purchased Assets free and clear of all encumbrances and claims.
- Stage 3 is not acquiring the accounts receivable owed to the Debtors as at closing. The Receiver will collect these receivables for the benefit of the Debtors' stakeholders.
- The Stage 3 Transaction is scheduled to close on or before September 15, 2020.

34. Following the Receiver's and Stage 3's entry into the Stage 3 APA, the Receiver and Stage 3 entered into an amending agreement (the "Amending Agreement") to the Stage 3 APA. Pursuant to the Amending Agreement, the Stage 3 APA was amended as follows:

- The leases associated with the BOS Debtors' leased vehicles in Canada (the "Canadian Leased Vehicles") were to be assigned to Stage 3 pursuant to the Stage 3 APA. Through discussions with the company leasing the Canadian Leased Vehicles to the BOS Debtors, the Receiver determined it would be preferable to buy out the Canadian Leased Vehicles and transfer ownership to Stage 3 instead of assigning the leases. Therefore, pursuant to the Amending Agreement, the Receiver is required to buy out the Canadian Leased Vehicles to transfer title into the name of the BOS Debtors prior to transferring ownership to Stage 3. The proceeds to be received by the Receiver under the Stage 3 Transaction are not affected by this amendment

as Stage 3 is reimbursing the Receiver for the charges associated with the buy-out of the Canadian Leased Vehicles.

- Certain Canadian vehicle leases cannot be assigned to Stage 3 or bought out. Therefore, the Amending Agreement has removed these leases from the Stage 3 APA.
- Stage 3 shall be required to deliver an allocation of the purchase price among the Property being acquired pursuant to the Stage 3 APA no later than 10 days before closing instead of 30 days before closing. This amendment is required to permit closing of the Stage 3 APA prior to the outside date under the Stage 3 APA of September 15, 2020.
- The Receiver and Stage 3 shall complete the joint physical count of the equipment, inventory and capital spares of the BOS Debtors “on or before three days before closing” instead of “not more than fifteen days before closing.”
- The adjustment for missing equipment has been amended such that the adjustment shall be based upon the lesser of:
 - The net book value of the equipment or capital spare missing multiplied by the Adjustment Ratio (as defined in the Stage 3 APA); or
 - The replacement cost (based on a third-party estimate) of the major individual component of such equipment or capital spare needed to make the item complete.

This amendment will reduce the purchase price adjustment in favor of Stage 3 where equipment is missing major individual components which the Receiver is unable to replace prior to closing.

35. The Stage 3 APA and the Amending Agreement were negotiated, proposed, and entered into by the Receiver and Stage 3 in good faith, and from arm’s length bargaining positions. On August 19, 2020, the Canadian Court entered the Approval and Vesting Order (the “Canadian

Approval and Vesting Order”) approving the proposed sale to Stage 3 pursuant to the Stage 3 APA, as amended by the Amending Agreement.

F. The Receiver’s Analysis of the Sale

36. I believe the Sale Process set forth in the Canadian Sale Process Order and U.S. Sale Process Order afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Sale Property. The Receiver provided adequate notice of the Sale Process, and the Sale Process was conducted in a non-collusive, fair, and good faith manner. The Sale Process provided broad marketing of the Assets to a large number of prospective purchasers over a reasonable time frame. The Sale Process provided a mechanism for interested parties to bid competitively to purchase the Sale Property, and subjecting the Sale Property to the market in this manner allowed the Receiver to determine that the price to be paid by Stage 3 is the highest and best offer for the Sale Property. The Sale Process afforded a reasonable opportunity for any interested party to make a higher or otherwise better offer for the Sale Property, and no offer that was higher or otherwise better than the Successful Bid was made.

37. The Stage 3 Transaction is supported by the Syndicate, the Debtors’ primary secured creditor holding general security over substantially all of the Sale Property of the Debtors. The Stage 3 Transaction and collection of accounts receivable by the Receiver will not provide sufficient recovery to fully repay the indebtedness owed from the Debtors to the Syndicate.

38. The Stage 3 Transaction is not conditional, and the representations and warranties are typical for sales in these circumstances. Further, the sale is on an “as is where is” basis, and the Receiver will retain the accounts receivable owed to the Debtors as at the Closing Date, which will be collected by the Receiver and will provide additional recovery to the Syndicate.

39. The Stage 3 APA constitutes the highest and best offer for the Sale Property and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. Moreover, based on the information and representations made to me by Stage 3, I believe that Stage 3 has the ability to perform under the Stage 3 APA and to perform under the Assigned Agreements following the closing of the sale. Accordingly, the Receiver's determination that the Stage 3 APA constitutes the highest and best offer for the Sale Property constitutes a valid and sound exercise of the Receiver's business judgment.

40. The Stage 3 APA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. The Receiver and Stage 3 are not fraudulently entering into the transaction contemplated by the Stage 3 APA.

41. In my view, the Stage 3 APA represents a fair and reasonable offer to purchase the Assets under the circumstances of these Chapter 15 Cases. No other entity or group of entities has offered to purchase the Sale Property for greater overall value than Stage 3. Therefore, approval of the U.S. Sale Motion, the Stage 3 APA and the consummation of the transactions contemplated thereby is in the best interests of the Debtors (taken as a whole), their creditors, and other parties in interest.

D. Conclusion

42. The Stage 3 APA represents a fair and reasonable offer to purchase the Sale Property under the circumstances of these Chapter 15 Cases. No other entity or group of entities has offered to purchase the Sale Property for greater overall value than Stage 3. I believe the Sale Process was conducted in a non-collusive, fair, and good faith manner, and a reasonable opportunity has been given to any interested party to make a higher or otherwise better offer for

the Assets. Further, I believe that the Sale Process maximizes the value of the Debtors' Assets for the benefit of all stakeholders.

43. In my view, the Sale Process and Successful Bid represent the best possible outcome for the Assets in view of the process that was run, and the basis upon which bids were made.

44. For all of the foregoing reasons, I believe that approval of the U.S. Sale Motion, recognition of the Canadian Approval and Vesting Order, and closing of the Stage 3 Transaction is in the best interests of the Debtors (taken as a whole), their creditors, and other parties in interest.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 22, 2020

By: 
Peter Chisholm for EY, Receiver and
Foreign Representative

EXHIBIT 2

COURT FILE NUMBER	2001-05949
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	ERNST & YOUNG INC., in its capacity as Court-appointed Receiver of the current and future assets, undertakings and properties of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc., and BOS USHoldCo Inc.
PROCEEDING	IN THE MATTER OF THE RECEIVERSHIP OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC., and BOS USHOLDCO INC.
DOCUMENT	SECOND REPORT OF ERNST & YOUNG INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER August 10, 2020
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<u>RECEIVER</u> ERNST & YOUNG INC. 1000, 440 - 2 nd Avenue S.W. Calgary, AB T2P 5E9 Peter Chisholm / Chris Keliher Telephone: (403) 206-5061 / (403) 206-5661 Email: peter.chisholm@ca.ey.com / christopher.keliher@ca.ey.com <u>COUNSEL</u> BLAKE, CASSELS & GRAYDON LLP 3500, 855 - 2 nd Street SW Calgary, Alberta T2P 4J8 Attention: Kelly J. Bourassa / Amanda G. Manasterski Telephone: (403) 260-9697 / (403) 260-9756 Email: kelly.bourassa@blakes.com / amanda.manasterski@blakes.com

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INTRODUCTION

1. Ernst & Young Inc. was appointed as Receiver and Manager (the "**Receiver**") of the property, assets and undertakings (the "**Property**") of BOS Solutions Ltd. ("**BOS Ltd.**"), BOS Solutions Inc. ("**BOS Inc.**"), BOS LeaseCo LLC ("**BOS LeaseCo**"), BOS Solutions Real Estate Inc. ("**BOS Real Estate**"), and BOS USHoldCo Inc. ("**BOS HoldCo**") (these companies are collectively referred to as the "**BOS Debtors**") pursuant to an Order (the "**Receivership Order**") of this Honourable Court dated May 4, 2020 (the "**Appointment Date**").
2. The Receivership Order authorized the Receiver, among other things, to carry on the business of the BOS Debtors, to sell, convey, transfer lease or assign the Property out of the normal course of business, subject to approval of this Honourable Court for any transactions exceeding \$250,000 or aggregate multiple transactions exceeding \$1,000,000, and to make such arrangements or agreements as deemed necessary by the Receiver.
3. On May 5, 2020, the Receiver obtained a temporary restraining order in the United States Bankruptcy Court for the Southern District of Texas (Houston Division) (the "**US Court**") in Case No. 20-32465 (DRJ), granting a stay of proceedings concerning the BOS Debtors and the Receiver, in its capacity as a foreign representative of the BOS Debtors.
4. On May 19, 2020, the US Court also granted the Receiver's Expedited Petition for Recognition as a Foreign Main Proceeding and recognized the Receiver as the Foreign Representative.
5. The purpose of this second report (the "**Second Report**") of the Receiver is to provide this Honourable Court with the Receiver's update on:
 - a) The sales process (the "**Sales Process**") completed by the Receiver to solicit offers from parties interested in acquiring the Property of the BOS Debtors;
 - b) The Asset Purchase Agreement between the Receiver and Stage 3 Separation, LLC ("**Stage 3**") dated August 10, 2020 to sell substantially all of the Property of the BOS Debtors to Stage 3;
 - c) The Receiver's recommendation with respect to same.

TERMS OF REFERENCE

6. Capitalized terms not defined in this First Report are as defined in the Receivership Order.
7. All references to dollars are in Canadian currency unless otherwise noted.

BACKGROUND

8. The BOS Debtors provide liquids-solids separation services in Canada and the United States. Such services are provided to the oilfield services industry and to other industrial undertakings including supporting large-scale construction projects.
9. BOS Ltd. operates in Canada and owns the majority of the BOS Debtors' equipment. BOS Inc. operates in the United States and leases its specialized liquids-solids separation equipment from BOS Ltd.
10. As at the Receivership Date, the BOS Debtors conducted operations out of three offices in Canada (two in Alberta, one in Ontario) and five offices in the United States (two field offices in Texas, one field office in each of North Dakota and Pennsylvania, and a corporate office in Houston, Texas). The Debtors had approximately 20 employees in Canada (who are employed by BOS Ltd.) and approximately 181 employees in the United States (who are employed by BOS Inc.).
11. The BOS Debtors owed approximately USD\$38.0 million and CAD\$6.1 million to a syndicate of Canadian financial institutions (the "**Syndicate**"), led by National Bank of Canada ("**NBC**") as administrative agent and a member of the Syndicate.
12. In November 2019, prior to the appointment of the Receiver, the BOS Debtors underwent a broad sales process (the "**Initial Sales Process**") with Raymond James & Associates Inc. ("**Raymond James**") acting as the sale advisor. In March 2020, the BOS Debtors were negotiating a purchase and sale agreement (the "**Initial Draft PSA**") to sell the business of the BOS Debtors to a prospective purchaser arising from the Initial Sales Process. The proceeds to be paid pursuant to the Initial Draft PSA were expected to be sufficient to fully satisfy the indebtedness owing to the Syndicate.
13. During Initial Draft PSA negotiations, the BOS Debtors' business was negatively affected by COVID-19 and the global oil price decline and as a result, the prospective purchaser revised its

purchase price downwards. The revised purchase price was not acceptable to the BOS Debtors and the Initial Sales Process was effectively concluded in early April 2020.

14. Pursuant to an Order dated July 2, 2020 (the "**Sales Process Order**"), this Honourable Court approved the Sales Process and the retention of Ernst & Young Orenda Corporate Finance Inc. to act as the selling agent (the "**Sales Advisor**") in the Sales Process. The Sales Process Order was recognized by the US Court pursuant to an Order dated July 6, 2020. The Sales Process had a final bid deadline of July 17, 2020 for binding offers (the "**Final Bid Deadline**").
15. For additional background on the BOS Debtors, please refer to the Receiver's website, www.ey.com/ca/bossolutions.

OVERVIEW OF THE SALES PROCESS

16. The Receiver and the Sales Advisor developed the Sales Process with a view of maximizing the value of the Property for the benefit the BOS Debtors' stakeholders. A copy of the Sales Process is attached to the first report of the Receiver dated June 22, 2020 (the "**First Report**").
17. The Receiver believed a sale of the Property would enhance the stability of the BOS Debtors' operations as it would provide assurance to customers and employees that the business will continue as a going-concern subsequent to these receivership proceedings. Therefore, the Receiver and the Sales Advisor launched the marketing process on June 17, 2020 and received retroactive approval of the Sales Process pursuant to the Sales Process Order dated July 2, 2020.
18. The following is a summary of the key activities undertaken by Sales Advisor in accordance with the Sales Process:
 - a) The Sales Advisor contacted 105 potential counterparties, including both strategic buyers and private equity funds. The Sales Advisor provided interested parties with a non-confidential teaser letter describing the sales process (the "**Public Teaser**"). A copy of the Public Teaser was also posted on the Receiver's website. A copy of the Public Teaser is attached hereto as Appendix "A";

- b) On June 29, 2020, the Sales Advisor advertised the opportunity to acquire the Property and business of the BOS Debtors in the *Daily Oil Bulletin*, *Calgary Herald* and *Houston Chronicle*;
 - c) 27 parties executed non-disclosure agreements and became qualified bidders ("**Qualified Bidders**") pursuant to the Sales Process;
 - d) Qualified Bidders received a confidential information summary (the "**CIS**"). The CIS provided further detail of the Property and business of the BOS Debtors. Qualified Bidders also received access to a virtual electronic data room ("**VDR**") containing further due diligence information on the Property and business of the BOS Debtors;
 - e) Qualified Bidders had the opportunity to receive a Management presentation and received responses to due diligence and process inquiries from the Receiver with respect to the Property and business of the BOS Debtors; and
 - f) Qualified Bidders also had the opportunity to perform site visits to inspect and verify the existence of equipment and inventory owned by the BOS Debtors.
19. The Receiver and the Sales Advisor worked closely during the Sales Process to ensure that information was made available to all potential Qualified Bidders in a timely and efficient manner, to encourage active participation in the process.
20. Prior to the bid deadline of 12:00 p.m. Calgary time on July 17, 2020 ("**Final Bid Deadline**"), the Receiver received multiple final binding proposals to acquire all or certain Property of the BOS Debtors.
21. A summary of the offers received for the Property of the BOS Debtors is found in the Confidential Supplement to this Second Report dated August 10, 2020 (the "**Confidential Supplement**"). The Receiver is seeking an Order sealing the Confidential Supplement.
22. The Receiver, in consultation with the Sales Advisor and the Syndicate, reviewed the offers received in the Sales Process and selected Stage 3 as the Successful Bidder.

STAGE 3 APA

23. The Receiver worked to finalize and execute a definitive asset purchase agreement, the Stage 3 APA, with Stage 3 for the purchase of substantially all Property of the BOS Debtors, with the view of maximizing the recovery for the BOS Debtors' stakeholders.
24. Stage 3 is a privately-owned firm headquartered in Houston, Texas which provides solids controls services similar to those provided by the BOS Debtors.
25. Key terms in the Stage 3 APA are as follows:
 - a) In accordance with the Sales Process, the Receiver is holding a deposit in excess of 10% of the purchase price per the Stage 3 APA. The deposit will be applied against the purchase price at closing;
 - b) The transaction under the Stage 3 APA (the "**Stage 3 Transaction**") is subject to the approval of this Honourable Court and the US Court;
 - c) The Receiver is required to seek the assignment of certain contracts associated with the continuing business of the BOS Debtors. The contracts to be assigned primarily relate to active customer, repeat customer, and sales pipeline projects and master services agreements with customers. The Receiver is required to seek the assignment of a contract (the "**Executive Contract**") with an executive of the BOS Debtors. The Executive Contract is governed by Texas State law and the necessary requirements to assign the contract under US law will be complied with when seeking an Order in the US Court recognizing this Court's approval of the Stage 3 Transaction. The assignment of these contracts is not a condition precedent to closing the Stage 3 Transaction;
 - d) The Receiver is required to buy-out the BOS Debtors' leased vehicles (the "**US Leased Vehicles**") in the United States to transfer title into the name of the BOS Debtors prior to transferring ownership to Stage 3. Pursuant to the Stage 3 Transaction, the purchase price is subject to an adjustment whereby Stage 3 compensates the Receiver in full for the buy-out of these leases; however, the Receiver will be responsible for paying state transfer taxes on the fair market value of these vehicles. This process will permit perfection of the Syndicate's security against the title of these vehicles in accordance with section 9(b) of the Receivership Order. The BOS Debtors only have five owned vehicles considered rolling stock outside of the US Leased Vehicles and the Syndicate's security will be registered

against title of these owned vehicles prior to the transfer of the US Leased Vehicles to Stage 3 Transaction;

- e) The Receiver and Stage 3 will jointly conduct an on-site physical count of the equipment and inventory not more than 15 business days before closing and shall use commercially reasonable efforts to agree upon a written statement describing the adjustments to the purchase price. The adjustment for missing equipment is based upon the missing equipment's net book value as a percentage of total net book value of the Property of BOS per the Stage 3 APA multiplied by the purchase price. No adjustments shall be made until such adjustments, in the aggregate, exceed five percent of the purchase price (the "**De Minimus Threshold**") and then only by the amount that the adjustment amount exceeds the De Minimus Threshold;
 - f) The Receiver shall holdback \$1.0 million from the purchase price for 90 days post-closing for potential losses incurred by Stage 3 associated with the assets and liabilities of the BOS Debtors excluded from the Stage 3 Transaction and any breach of the Receiver's covenants or its agreement to sell the Property free and clear of all encumbrances and claims.
 - g) Stage 3 is not acquiring the accounts receivable owed to the BOS Debtors as at closing. The Receiver will collect these receivables for the benefit of the BOS Debtors' Stakeholders; and
 - h) The Stage 3 Transaction is scheduled to close on or before September 15, 2020.
26. It is the view of the Receiver that the details of the offers received and the purchase price set out in the Stage 3 APA are commercially sensitive information which could negatively impact the sale of the Property if made public, and should therefore remain confidential until closing of the Stage 3 Transaction in order to preserve the integrity of the Sales Process in the event that the Stage 3 Transaction does not close.
27. A copy of the Stage 3 APA with the purchase price and deposit amount redacted has been attached hereto as Appendix "B".
28. The Receiver has provided the Confidential Supplement which contains details of the other bids received in the Sales Process and an unredacted version of the Stage 3 APA to the Court. The Receiver is seeking to have the Confidential Supplement sealed until the Stage 3 APA closes.

29. In the event that this Court grants an Order approving the Stage 3 Transaction, the Receiver will make an application in the US Court for an Order recognizing this Honourable Court's approval of the Stage 3 Transaction.

RECEIVER'S ANALYSIS OF THE STAGE 3 APA

30. The Receiver was actively involved with the Sales Advisor in considering and approving the Stage 3 APA. The Receiver believes that the approval of the Stage 3 APA is in the best interest of all stakeholders for the following reasons:
- a) It arose from the Sales Process which was approved by this Honourable Court and the US Court. The Receiver believes that the Sales Advisor acted in good faith and with due diligence in meeting the milestones of the Sales Process and soliciting bids, including the bid resulting in the Stage 3 APA;
 - b) There was a broad marketing of the assets to a large number of prospective purchasers over a reasonable time frame;
 - c) The Stage 3 APA was negotiated between the parties at arm's length, in good faith, and is commercially reasonable;
 - d) The Stage 3 Transaction is supported by the Syndicate, the BOS Debtors' primary secured creditor holding general security over all of the Property of the BOS Debtors. The Stage 3 Transaction and collection of accounts receivable by the Receiver will not provide sufficient recovery to fully repay the indebtedness owed from the BOS Debtors to the Syndicate;
 - e) The Receiver and Sales Advisor determined that the bid submitted by Stage 3 was the highest and best offer for the Property and business of the BOS Debtors;
 - f) The Stage 3 Transaction is not conditional and the representations and warranties are typical for sales in these circumstances and the sale is on an "as is where is" basis; and
 - g) The Receiver will retain the accounts receivable owed to the BOS Debtors as at the Closing Date which will be collected by the Receiver and provide additional recovery to the Syndicate.

RECOMMENDATION

31. Based on the foregoing, the Receiver recommends that this Honourable Court approve the Stage 3 Transaction and the sale and vesting of the Property of the BOS Debtors to Stage 3 pursuant to the Stage 3 APA.

All of which is respectfully submitted this 10th day of August, 2020.

ERNST & YOUNG INC.
in its capacity as Court Appointed
Receiver of the BOS Debtors

A handwritten signature in black ink, appearing to read "Peter Chisholm", is written over a light gray rectangular background.

Peter Chisholm, CPA, CA, CIRP, LIT
Senior Vice-President

APPENDIX A

PUBLIC TEASER

Transaction Opportunity - BOS Solutions Ltd.

Summer 2020



BOS Solutions Ltd. and its Canadian and U.S. Affiliates

Sales Process

On May 4, 2020, the Court of Queen's Bench of Alberta (the "Court") made an order (the "Receivership Order") appointing Ernst & Young Inc. ("E&Y") as Receiver and Manager (the "Receiver") of the property, assets, and undertakings (the "Property") of BOS Solutions Ltd. ("BSL") and its subsidiaries; BOS Solutions Inc. ("BSI"), BOS LeaseCo LLC ("BOS LeaseCo"), BOS Solutions Real Estate Inc. ("BOS Real Estate"), and BOS USHoldCo Inc. ("BOS USHoldco") (collectively, "BOS" or the "Company").

The Receivership Order was given full force and effect in the United States of America by orders of the United States Bankruptcy Court, Southern District of Texas, Houston Division recognizing the receivership proceedings as foreign main proceedings.

Ernst & Young Orenda Corporate Finance Inc. ("EYO") has been retained by the Receiver to act as sales agent of the Company to sell the business assets of the Company.

Additional detail regarding BOS' court filings can be found on the Court-appointed Receiver's website at www.ey.com/ca/bossolutions.



568
Centrifuges



~\$2.4M USD
Average Monthly
Revenue



129
Employees

Investment Opportunity

BOS is a provider of customizable and scalable liquids-solids separation services, offering patented, proprietary processes and equipment to recycle drilling fluids, reduce associated waste for disposal and provide customers with an environmental solution that reduces waste disposal costs.

The Company is headquartered in Houston, Texas with additional offices throughout Texas, Pennsylvania, North Dakota, and Alberta, Canada.

BOS primarily operates within two service lines - Oil and Gas ("BOS O&G") and Environmental Services ("BOS ES").



Oil and Gas - BOS O&G



\$1.0M USD
Avg. Monthly
Revenue



15
Current
Active Jobs



~9%
Est. Market
Share



Environmental Services- BOS ES



\$1.4M USD
Avg. Monthly
Revenue



14
Current
Active Jobs



+100 days
avg. est.
Project
Duration

Key Milestone Dates

- ▶ Binding Bid Deadline July 17, 2020
- ▶ Targeted Transaction closing August 21, 2020

Contact

Interested parties are requested to contact one of the persons listed below and refer to the following website for additional information: www.ey.com/ca/bossolutions.

Information on the opportunity will be made available to interested parties in the Confidential Information Summary and the data room upon signing a Confidentiality Agreement.

Barry Munro	Shane Dunn	Alix Paris	Andrew O'Dell
Senior Vice President	Senior Vice President	Vice President	Analyst
+1 403 206 5017	+1 403 206 5011	+1 403 206 5335	+1 780 429 2376
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Disclaimer

The information contained in this Overview is submitted to parties on a confidential basis for use solely in connection with their consideration of the transaction opportunity described herein and is not to be reproduced or distributed. 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 transaction 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 Company through EY.

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Ernst & Young Orenda Corporate Finance Inc. and Ernst & Young Corporate Finance (Canada) Inc.
Assurance | Tax | Transactions | Advisory

About Ernst & Young Orenda Corporate Finance Inc.

We are one of Canada's largest mid-market focused corporate finance advisory firms. We provide sector-specific advice on mergers, acquisitions and divestitures; debt and equity capital markets; real estate and infrastructure transactions; and advise on corporate strategy. We bring deep industry knowledge to each transaction to support our clients' corporate finance strategies and priorities.

We are part of the EY global network, which provides us with direct insights and access to entrepreneurs, companies, private equity firms, capital providers and public sector entities operating around the world.

Any inquiries regarding transactional services by US persons should be directed to Ernst & Young Corporate Finance (Canada) Inc. through one of the contacts identified. Ernst & Young Orenda Corporate Finance Inc. is registered as an exempt market dealer in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Quebec and Saskatchewan. Ernst & Young Corporate Finance (Canada) Inc., an affiliate of Ernst & Young Orenda Corporate Finance Inc., is a US registered broker-dealer.

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APPENDIX B
REDACTED STAGE 3 APA

**ERNST & YOUNG INC.,
IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE ASSETS,
PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC.,
BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and BOS USHOLDCO INC.
AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY**

and

**STAGE 3 SEPARATION, LLC, a Texas limited liability company, and an entity to be
formed under the laws of Canada or a province thereof**

ASSET PURCHASE AND SALE AGREEMENT

August 10, 2020

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ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT is made as of the 10th day of August 2020.

BETWEEN:

ERNST & YOUNG INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY

(herein referred to as the "**Vendor**")

- and -

STAGE 3 SEPARATION, LLC, A TEXAS LIMITED LIABILITY COMPANY ("**S3S**"), and an entity to be formed under the laws of Canada or a province thereof ("**Canada S3S**" together with S3S hereinafter collectively referred to as the "**Purchaser**").

WHEREAS:

- A. Pursuant to the Receivership Order, the Vendor was appointed as receiver and manager of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated, of the Debtors;
- B. The Vendor has determined that it is in the best interests of the creditors and stakeholders of the Debtors to conduct Sale Process Procedures pursuant to which potential bidders may submit bids to purchase the Purchased Assets and Assumed Liabilities; and
- C. The Purchaser, subject to Court Approval and completion of the Sale Process Procedures, has agreed to purchase and acquire and the Vendor has agreed to sell, transfer and assign to the Purchaser, all of the right, title and interest of the Vendor and the Debtors to the Purchased Assets and Assumed Liabilities, on the terms and conditions set forth herein.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Party to the other, the Parties agree as follows.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement the following words and terms shall have the meaning set forth below:

- (a) "**Adjustment Ratio**" means the ratio obtained by dividing (i) the Base Price by (ii) \$72,100,000, expressed as a percentage;
- (b) "**Affiliate**" means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is

under common control with such Person and the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person whether through ownership of voting securities or ownership interests, by contract or otherwise, and specifically with respect to a corporation, partnership or limited liability company, means direct or indirect ownership of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person;

- (c) **"Agreed Allocation"** has the meaning ascribed to that term in Section 3.4;
- (d) **"Agreement"** means this asset purchase and sale agreement and all Schedules attached hereto, as they may be amended, restated or supplemented from time to time in accordance with the terms hereof;
- (e) **"Alberta Approval and Vesting Order"** shall mean an order of the Alberta Court: (i) approving the Transaction contemplated by this Agreement; (ii) authorizing the Vendor to perform this Agreement; and (iii) vesting and assigning all right, title and interest of the Vendor and Debtors in and to the Purchased Assets to the Purchaser free and clear of all Claims (other than Permitted Encumbrances) and assigning all rights, title and interest of the Vendor and Debtors in the Purchased Assets to the Purchaser, in a form acceptable to the Vendor and the Purchaser;
- (f) **"Alberta Court"** means the Court of Queen's Bench of Alberta, Judicial District of Calgary, Canada;
- (g) **"Applicable Law"** means, in respect of any Person, assets, transaction, event or circumstance:
 - (i) Any applicable federal, provincial, state, territorial, local or municipal laws, acts, treaties, statutes (including rules and regulations enacted thereunder), codes and principles of common law;
 - (ii) judgments, decrees and orders of courts of competent jurisdiction;
 - (iii) regulations, orders, ordinances and directives issued by Governmental Authorities;
 - (iv) the terms and conditions of all Permits, approvals and authorizations, which are applicable to such Person, asset, transaction, event or circumstance; and
 - (v) any other requirement (including pursuant to any settlement, consent decree or determination of or settlement under any arbitration) or rule of law;
- (h) **"Applicable Privacy Law"** means all Applicable Law relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including the *Personal Information Protection and Electronic Documents Act* (Canada), and/or any substantially similar provincial law such as the *Personal Information Protection Act* (Alberta);

- (i) **"Approval and Vesting Orders"** means the Alberta Approval and Vesting Order and US Approval and Vesting Order;
- (j) **"Assignment and Assumption Agreement"** means an assignment and assumption agreement substantially in the form attached hereto as Exhibit A evidencing the assignment to the Purchaser of the Vendor's and the Debtors' right, title and interest in, to and under the Assumed Contracts and the assumption by the Purchaser of all the Assumed Liabilities under or in respect of the Assumed Contracts;
- (k) **"Assumed Contracts"** means all Contracts listed and described in Schedule 1.1(k) (but excluding the Unassignable Contracts and the Excluded Contracts);
- (l) **"Assumed Liabilities"** has the meaning ascribed to that term in Section 2.3(a);
- (m) **"Base Price"** has the meaning ascribed to that term in Section 3.1(a);
- (n) **"Books and Records"** means all of the Debtors' books and records relating to, or used in support of, the Purchased Assets, including all technical and Business records, all contracts, licenses, approvals, warranties, manuals, accounting records, copies of insurance policies (excluding copies of insurance policies relating to directors' and officers' insurance), maintenance and usage logs related to the Purchased Assets, all programs and procedures of the Debtors related to their maintenance, usage, or operations and all Data Room Information related to the ownership, operation or conduct of the Purchased Assets and the Business whether in hard copy or electronic format; but specifically excluding any Personal Employee Information; provided, however, Personal Employee Information shall be provided for the Transferred Employees;
- (o) **"Business"** means the oilfield services and environmental services businesses of the Debtors in Canada and the United States, as conducted by the Debtors immediately prior to the Receivership Order and as currently being conducted by the Vendor;
- (p) **"Business Day"** means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Calgary, Alberta and Houston, Texas are not open for the transaction of domestic business during normal banking hours;
- (q) **"Canada S3S"** has the meaning ascribed to that term in the Preamble;
- (r) **"Canadian Debtor"** means BOS Solutions Ltd.;
- (s) **"Capital Spares"** means all of the capital spares owned by the Debtors for use in the Business, including the parts, machinery and equipment listed on Part II of Schedule 1.1(nn);
- (t) **"Chapter 15 Proceedings"** means proceedings commenced under Chapter 15 of the US Bankruptcy Code by the Vendor, in its capacity as the foreign representative of the Debtors;

- (u) **"Claim"** means any right or claim of any Person that may be asserted or made, in whole or in part, against the Debtors and their respective directors, officers, employees, agents or advisors, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada) had the Debtors become bankrupt;
- (v) **"Claiming Party"** has the meaning ascribed to that term in Section 9.4(a);
- (w) **"Closing"** means the completion of the purchase by the Purchaser and sale by the Vendor of all right, title and interest of the Vendor and the Debtors in and to the Purchased Assets, the assumption by the Purchaser of all the Assumed Liabilities and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such sale, in each case subject to and in accordance with the terms and conditions of this Agreement;
- (x) **"Closing Date"** means the date that is the later of: (i) three (3) Business Days following the later of the receipt by the Vendor of the Approval and Vesting Orders; and (ii) such other Business Day as the Parties may agree in writing;
- (y) **"Closing Payment"** has the meaning ascribed to that term in Section 3.3(b);
- (z) **"Closing Time"** means 10:00 a.m. (prevailing Calgary, Alberta time) on the Closing Date or such other date and time as the Parties may agree in writing that the Closing shall take place;
- (aa) **"Contract Cure Amount"** means, with respect to any Assumed Contract, the amounts required to be paid, if any, in connection with the assumption and assignment of such Assumed Contract pursuant to Section 365 of the US Bankruptcy Code;
- (bb) **"Contracts"** means all written contracts, agreements, leases, understandings and arrangements related to the Business to which any one or more of the Debtors are a party or by which any one or more Debtors or any of the Purchased Assets is bound or under which any one or more of the Debtors have rights;
- (cc) **"Court"** means collectively, the Alberta Court and the US Court;

- (dd) **"Court Approval"** means the approval of the Transaction by the Court pursuant to the Approval and Vesting Orders;
- (ee) **"Data Room Information"** means all information made available (by the Vendor, Debtors or otherwise) for the Purchaser's review in electronic form in relation to the Debtor and/or the Purchased Assets prior to the execution of this Agreement by either (i) delivering such information to Purchaser or Purchaser's Representatives via email or (ii) uploading such information to the online data room maintained by Vendor in connection with the Transaction;
- (ff) **"De Minimus Threshold"** has the meaning set forth in Section 4.2(c);
- (gg) **"Debtors"** means, collectively, the US Debtors and the Canadian Debtor;
- (hh) **"Debtors' Benefit Plan"** means each employee compensation, retirement and/or benefit plan, program, policy, agreement or other arrangement, whether or not in writing, whether or not registered, whether or not insured and whether or not funded relating to current or former employees, directors or officers of the Debtors, including any "employee welfare benefit plan" within the meaning of Section 3(1) of ERISA, any "employee pension benefit plan" within the meaning of Section 3(2) of ERISA, any "registered pension plan", "retirement compensation arrangement", "registered retirement savings plan" or "deferred profit sharing plan", within the meaning of the Income Tax Act, whether or not subject to ERISA, and any bonus, incentive, deferred compensation, profit sharing, retirement, supplemental retirements, vacation, stock purchase, stock option, stock appreciation rights, stock-based, short-term disability, long-term disability, severance, retention, employment, health, welfare, life insurance, retiree medical or life insurance, change of control or fringe benefit plan, program or a plan, scheme, program or arrangement sponsored or administered by a Governmental Authority or required to be maintained by Applicable Law, in each case that is sponsored, maintained, contributed or entered into by, or for which there is any liability (fixed, contingent or otherwise) to, any of the Debtors;
- (ii) **"Delivery Location"** has the meaning set forth in Section 6.3(a);
- (jj) **"Effective Time"** means 12:01 a.m. (prevailing Calgary, Alberta time) on the Closing Date;
- (kk) **"Employees"** means all individuals employed by any of the Debtors as of the relevant time who provide their services primarily in relation to the Business;
- (ll) **"Encumbrances"** means any mortgages, deeds of trust, leases, pledges, liens, security interests, levies, charges, easements, restrictive covenants, encroachments or other encumbrances, claims, charges, adverse Claims, options or other pre-emptive interests or rights;
- (mm) **"Environment"** means the components of the earth and includes ambient and indoor air, land, surface and sub-surface strata, groundwater, surface water, all layers of the atmosphere, all organic and inorganic matter and living organisms, and the interacting natural systems that include such components; and **"Environmental"** means relating to or in respect of the Environment;

- (nn) **"Equipment"** means, collectively, wherever located, all of the equipment, motor vehicles, rolling stock, implements, tools, furniture, fixtures, computers and other tangible personal property of the Debtors and the Leased Equipment, including as more particularly listed and described in Part I of Schedule 1.1(nn);
- (oo) **"Excluded Assets"** means:
- (i) all shares of capital stock, partnership units or other equity interests held by the Vendor on behalf of the Debtors;
 - (ii) all policies of insurance or assurance (including directors and officers insurance and claims against insurance and insurance settlements), except for Prepaid Expenses related thereto and the right to receive the proceeds of insurance in respect of Purchased Assets and all Books and Records related thereto which shall not constitute Excluded Assets;
 - (iii) the Purchase Price and any amounts held in escrow by the Vendor on behalf of the Debtors;
 - (iv) all rights to receive a refund of and/or credit in respect of, Taxes paid by or on behalf of any Debtors;
 - (v) the general ledger, financial statements, accounting and Tax records, minute books, corporate seal, taxpayer and other identification numbers and other corporate records of the Debtors relating to the organization, maintenance and existence of the Debtors, provided however, that the Purchaser shall be provided with copies of all such items that pertain to the Purchased Assets or the Business;
 - (vi) any cash collateral securing letters of credit;
 - (vii) all cash, cash equivalents, deposits and bank accounts;
 - (viii) the Excluded Contracts, if any;
 - (ix) the excluded assets, if any, as set forth in and described Schedule 1.1(oo);
 - (x) all agreements, contracts, documents or data to the extent that they are owned or licensed by a Third Party with prohibitions in respect of the deliverability or disclosure by the Vendor or the Debtors to an assignee, transferee or purchaser;
 - (xi) the rights of the Vendor under this Agreement or any other agreement, certificate or instrument executed and delivered pursuant to this Agreement; and
 - (xii) the sponsorship of, and all assets or contracts maintained pursuant to or in connection with, all Debtors' Benefit Plans;
- (pp) **"Excluded Contract"** means all Contracts which are not Assumed Contracts, including all Debtors' Benefits Plans, which are more particularly listed and

described in Schedule 1.1(pp), all employment agreements between any of the Debtors' and any of Employees other than specifically listed as an Assumed Contract, all Unassignable Contracts for which the Vendor concludes, acting reasonably, that any such Unassignable Contracts cannot be assigned under any circumstances and provides written notice of such Unassignable Contracts to Purchaser pursuant to Section 2.4(b);

- (qq) **"Excluded Liabilities"** has the meaning ascribed to that term in Section 2.3(b);
- (rr) **"Final Order"** means an order of the Court that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal) and all opportunities for rehearing, reargument, petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying, enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by Applicable Law or order having been satisfied;
- (ss) **"Final Statement of Adjustments"** has the meaning ascribed to that term in Section 4.4(b);
- (tt) **"GAAP"** means the generally accepted accounting principles from time to time approved by the Chartered Professional Accountants of Canada or any successor entity thereto, or the US generally accepted accounting principles, as applicable, in effect as at the date of this Agreement, unless otherwise specified herein;
- (uu) **"General Conveyance"** means a bill of sale and general conveyance substantially in the form attached hereto as Exhibit B evidencing the conveyance to the Purchaser of the Vendor's and the Debtors' right, title and interest in and to the Purchased Assets (other than the Assumed Contracts) and the assumption by the Purchaser of the Assumed Liabilities (other than the Assumed Liabilities under or in respect of the Assumed Contracts);
- (vv) **"Governmental Authority"** means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; any governmental agency, ministry, department, tribunal, commission, bureau, board, court (including the Court) or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, having jurisdiction over a Party, the Purchased Assets or the Transaction; and any arbitrator (public or private); in each case, whether in Canada, the US, or any other applicable jurisdiction;
- (ww) **"Governmental Order"** means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority;

- (xx) **"GST/HST"** means the goods and services Tax/harmonized sales Tax levied under the *Excise Tax Act* (Canada) and the regulations thereto, as amended from time to time; and **"GST/HST Legislation"** means such act and regulations collectively;
- (yy) **"Income Tax Act"** means, collectively, the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supplement), the *Income Tax Application Rules*, R.S.C. 1985, c.2 (5th Supplement) and the *Income Tax Regulations*, in each case as amended to the date hereof;
- (zz) **"Intellectual Property"** means all (a) trademarks, service marks, certification marks, trade names, logos, symbols and similar indicia of source of origin, trade dress, domain names and social media accounts, the goodwill connected with the use of and symbolized by the foregoing and all registrations and applications for any of the foregoing in any jurisdiction throughout the world; (b) copyrights and published and unpublished works of authorship, whether copyrightable or not and all copyright registrations and applications for registration thereof, all renewals, extensions, restorations and revisions thereof and all moral rights related thereto in any jurisdiction throughout the world, (c) inventions (whether or not patentable or reduced to practice), invention disclosures and submissions, patents, including any extensions, reexaminations and reissues, divisionals, continuations and continuations-in-part, patent disclosures and any improvements thereto and all registrations and applications for any of the foregoing in any jurisdiction throughout the world; (d) know-how, trade secrets and other proprietary and confidential information (including ideas, processes, methods, techniques, research and development information and results, drawings, specifications, layouts, designs, formulae, algorithms, proposals, technical data, marketing plans and customer, prospect and supplier lists, compositions, industrial models, and architectures); (e) mask works and applications and registrations thereof; (f) software and rights therein; and (g) other intellectual property and related proprietary rights; and (h) all rights to assert, defend and recover for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any of the foregoing, including as more particularly listed and described in Schedule 1.1(zz);
- (aaa) **"Interim Statement of Adjustments"** has the meaning ascribed to that term in Section 4.4(a);
- (bbb) **"Inventory"** means, wherever located, all tangible personal property, substances and consumable goods of any kind or nature (other than the Equipment and Capital Spares) owned by the Debtors including all materials, supplies, tooling, spare parts, service parts, pipes, tubing and accessories (including those in possession of suppliers, customers and other Third Parties);
- (ccc) **"Leased Equipment"** means, wherever located, the Vendor's and the Debtors' interest, to the extent it is assignable, in all equipment, motor vehicles, rolling stock, implements, tools, furniture and other similar tangible personal property which is leased by the Debtors from a Third Party as specifically listed and described in Schedule 1.1(ccc);

- (ddd) **"Leased Real Property"** means all real property (including all buildings, fixtures and improvements), as applicable, leased by the Debtors or the Vendor and listed and described in Schedule 1.1(ddd);
- (eee) **"Legal Proceeding"** means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, audit, arbitration proceeding or other proceeding and includes any appeal or review or retrial of any of the foregoing and any application for same;
- (fff) **"Losses and Liabilities"** means any and all assessments, charges, costs, damages, debts, expenses, fines, liabilities, losses, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or Governmental Order and those arising under any contract, agreement, arrangement, commitment or undertaking and costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis);
- (ggg) **"Net Book Value"** means the net book value of the applicable item of Equipment or Capital Spare as set forth in Folder 5.1.6 or Folder 4.9.1, respectively, in the online data room maintained by Vendor in connection with the Transaction as of July 16, 2020;
- (hhh) **"Outside Date"** has the meaning set forth in Section 10.1(f);
- (iii) **"Owned Real Property"** means all fee simple real property (including all buildings, fixtures and improvements located thereon), as applicable, owned by the Debtors listed and described in Schedule 1.1(iii);
- (jjj) **"Parties"** means, collectively, the Purchaser and the Vendor, and **"Party"** means any one of them;
- (kkk) **"Permits"** means all franchises, licences, qualifications, authorizations, consents, certificates, certificates of authorization, decrees, orders-in-council, registrations, exemptions, consents, variances, waivers, filings, grants, notifications, privileges, rights, orders, judgments, rulings, directives, permits and other approvals, submitted to, obtained from, issued by or required by a Governmental Authority, including the permits as more particularly listed and described in Schedule 1.1(kkk);
- (III) **"Permitted Encumbrances"** means:
 - (i) Encumbrances given as security to a public utility or any Governmental Authority when required in the ordinary course of business but only insofar as they relate to any obligations or amounts not due as at the Closing Date;
 - (ii) applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements, servicing agreements, cost sharing reciprocal agreements and building and zoning restrictions and other

similar agreements which do not materially impair the use of the Owned Real Property or Leased Real Property (based on the current use of such affected property) affected thereby;

- (iii) any easements, servitudes, rights-of-way, licenses, agreements, restrictions that run with the land and other Encumbrances (including easements, rights-of-way and agreements for railways, sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables) which do not materially impair the use, operation or marketability of the Owned Real Property or Leased Real Property (based on the current use of such affected property) affected thereby;
- (iv) any privilege in favour of any lessor or licensor for rent to become due or for other obligations or acts, the performance of which is required under contracts of the Debtors (including in respect of the Leased Equipment) so long as the payment or the performance of such other obligation or act is not delinquent and provided that such Encumbrances or privileges do not materially affect the use or the operation of the assets affected thereby;
- (v) rights reserved to or vested in any Governmental Authority to control or regulate any of the Purchased Assets in any manner; and
- (vi) any Encumbrance which is released at or prior to Closing;

(mmm) **"Person"** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity however designated or instituted;

(nnn) **"Personal Employee Information"** means in respect of an individual who is a current employee, officer or director of any Debtor, Personal Information reasonably required by the Debtor for the purposes of (i) establishing, managing or terminating an employment relationship, or (ii) managing a post-employment relationship between the Debtor and the individual, but does not include Personal Information about the individual that is unrelated to that relationship;

(ooo) **"Personal Information"** means information about an identifiable natural Person, but does not include the business contact information when such information is used to contact such natural Person as a representative of a business or in relation to the individual's business responsibilities or the name, title, business address or business telephone number of an employee of any Debtor, that is to be disclosed to the Purchaser at Closing or that was disclosed to the Purchaser to permit the Purchaser to carry out its due diligence in connection with the Transaction;

(ppp) **"Prepaid Expenses"** means all prepaid expenses or deposits of the Debtors (but excluding prepaid expenses in respect of insurance, including directors' and officers' insurance, property Taxes related to the Business and workers' compensation prepayments), in all cases to the extent such amounts are transferable to the Purchaser, including as more particularly listed and described in Schedule 1.1(ppp);

- (qqq) **"Prime Rate"** means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary, Alberta of the National Bank of Canada as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate then the "Prime Rate" for the purposes of this Agreement shall correspondingly change effective on the date the change in such reference rate is effective;
- (rrr) **"Purchase Price"** has the meaning ascribed to that term in Section 3.1(a);
- (sss) **"Purchased Assets"** means all of the tangible and intangible assets, undertaking and properties of the Debtors, other than the Excluded Assets, wherever located, including as more particularly described below:
- (i) Assumed Contracts;
 - (ii) Books and Records (except, in the case of those required by Applicable Law to be retained by the Vendor as copies thereof), in the case of any Books and Records that are stored in electronic form, the media on which the Books and Records are stored and any back-up related thereto;
 - (iii) Equipment (subject to the terms and conditions of the Contracts in respect of the Leased Equipment) other than Leased Equipment which is not assignable to Purchaser;
 - (iv) Capital Spares;
 - (v) Inventory;
 - (vi) the US Leased Vehicles;
 - (vii) Intellectual Property;
 - (viii) all rights to receive a refund of and/or credit in respect of, Taxes with respect to the Purchased Assets (other than the Owned Real Property) for any period or portion thereof on or following the Closing Date;
 - (ix) all rights to receive a refund of and/or credit in respect of, Taxes with respect to the Owned Real Property for any period or portion thereof following December 31, 2019;
 - (x) Permits, other than Permits which are not transferrable to the Purchaser;
 - (xi) Prepaid Expenses, other than Prepaid Expenses which are not transferrable to Purchaser;
 - (xii) Owned Real Property;
 - (xiii) all rights to receive the proceeds of insurance in respect of Purchased Assets and all Books and Records related thereto;

(xiv) all goodwill, together with the exclusive right of the Purchaser to represent itself as carrying on the Business in succession to the Debtors; and

(xv) all rights to related Claims for refunds and rights of set-off.

For certainty, the Excluded Assets are not part of the Transaction, are excluded from Purchased Assets and remain the exclusive property of the Debtors;

(ttt) "**Purchaser**" has the meaning ascribed to that term in the Preamble;

(uuu) "**Purchaser's Solicitors**" means the law firm of Goodmans LLP, in respect of Canadian matters, and King & Spalding LLP in respect of US matters, or such other firm or firms of solicitors as are appointed by the Purchaser from time to time and notice of which is provided to the Vendor;

(vvv) "**Receiver's Certificate**" means the certificate attached to the Approval and Vesting Order at Schedule "A" thereto;

(www) "**Receivership Order**" means the order of the Alberta Court, dated May 4, 2020, pursuant to which the Vendor was appointed as the receiver and manager of all of the current and future assets, undertakings and properties of every nature or kind whatsoever and wheresoever situate, of the Debtors;

(xxx) "**Receivership Proceedings**" means the court proceedings brought in the Alberta Court, pursuant to Alberta Court Action No. 2001-05949, filed on May 4, 2020, pursuant to which the Vendor was appointed as receiver and manager of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate of the Debtors;

(yyy) "**Representative**" means, in respect of a Person, each director, officer, employee, agent, legal counsel, accountant, professional advisor and other representative of such Person and its Affiliates, and with respect to the Vendor, includes the directors, officers, employees, agents, legal counsel, accountants, professional advisors and other representatives;

(zzz) "**Responding Party**" has the meaning ascribed to that term in Section 9.4(a);

(aaaa) "**S3S**" has the meaning ascribed to that term in the Preamble;

(bbbb) "**Sale Process Procedures**" means the procedures for the sale solicitation process in relation to the Vendor, as referenced in the Sale Process Order;

(cccc) "**Sale Process Order**" means the order of the Alberta Court to be sought by the Vendor, establishing among other things, the Sale Process Procedures;

(dddd) "**Specific Conveyances**" means all conveyances, bills of sale, assignments, transfers, and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the Vendor's and the Debtors' right, title and interest in and to the Purchased Assets to the Purchaser including:

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- (i) one or more bills of sale for the Equipment forming part of the Purchased Assets;
 - (ii) assignments of each of the Assumed Contracts;
 - (iii) assignments in registrable form of all licenses, trademarks and trade names (whether or not registered), patents, copyrights, and other such forms of Intellectual Property, including all goodwill associated with same, which form part of the Purchased Assets; and
 - (iv) a special warranty deed and any required ancillary documents with respect to the Owned Real Property;
- (eeee) **"Tax"** or **"Taxes"** means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes including provincial sales taxes and retail sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties;
- (ffff) **"Tax Legislation"** means, collectively, the Income Tax Act, the GST/HST Legislation, all Canadian and US federal, provincial, state, territorial, county, municipal and local, foreign, or other statutes, ordinances or regulations imposing a Tax, including all treaties, conventions, rules, regulations, orders, and decrees of any jurisdiction;
- (gggg) **"Tax Returns"** means all returns, information returns, reports, declarations, elections, notices, filings and statements in respect of Taxes that are required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form;
- (hhhh) **"Third Party"** means any Person who is not a Party, Affiliate or Representative;
- (iiii) **"Third Party Claim"** means any Claim by a Third Party asserted against the Vendor for which the Purchaser has indemnified the Vendor or is otherwise responsible for pursuant to this Agreement;
- (jjjj) **"Transaction"** means the transaction for the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities as contemplated in this Agreement;

(kkkk) **"Transaction Personal Information"** means any Personal Information in the possession, custody or control of the Vendor including Personal Information about employees, suppliers, customers, directors, officers or shareholders of the Debtors that is:

- (i) disclosed to the Purchaser or its Representatives before the Effective Time by the Vendor, its Representatives, or otherwise; or
- (ii) collected by the Purchaser or its Representatives before the Effective Time from the Vendor, its Representatives, or otherwise;

in each case in connection with the Transaction;

(llll) **"Transfer Taxes"** means all present and future transfer taxes, sales taxes including provincial sales taxes and retail sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including GST/HST;

(mmmm) **"Transferred Employees"** has the meaning ascribed to that term in; Section 6.5(e)

(nnnn) **"Treasury Regulations"** means the regulations promulgated under the *Internal Revenue Code of 1986* (US), as amended;

(oooo) **"US"** means the United States of America;

(pppp) **"US Approval and Vesting Order"** shall mean an order of the US Court: (i) approving the Transaction contemplated by this Agreement; (ii) vesting and assigning all right, title and interest of the Vendor and Debtors in and to the US Purchased Assets to the Purchaser free and clear of all Claims and Encumbrances (other than Permitted Encumbrances) and assigning all right, title and interest of the Vendor and Debtors in and to the US Purchased Assets to the Purchaser, in a form acceptable to the Vendor and the Purchaser; and (iii) recognizing and giving full force and effect to the Alberta Approval and Vesting Order, in form and substance acceptable to the Vendor and the Purchaser;

(qqqq) **"US Bankruptcy Code"** means Title 11 of the United States Code 11 §§101-1532, as amended;

(rrrr) **"US Court"** means the United States Bankruptcy Court for the Southern District of Texas (Houston Division);

(ssss) **"US Debtors"** means, collectively, BOS Solutions Inc., BOS Leaseco LLC, BOS Solutions Real Estate Inc. and BOS USHoldco Inc.;

(tttt) **"US Leased Vehicles"** means, collectively, those vehicles leased by Debtors as of the date of this Agreement pursuant to the terms of the US Vehicle Lease;

- (uuuu) **"US Purchased Assets"** means those of the Purchased Assets owned by the US Debtors;
- (vvvv) **"US Recognition Order"** means the order issued by the US Court in the Chapter 15 Proceedings dated May 19, 2020 (Docket No. 41) recognizing the Vendor's petition for recognition as a foreign main proceeding and the Vendor as a foreign representative of the Debtors;
- (wwwv) **"US Sale Process Order"** means the order of the US Court dated July 6, 2020 (Docket No. 57), establishing among other things, the Sale Process Procedures;
- (xxxx) **"US Vehicle Lease"** means that certain Master Vehicle Lease Agreement by and between Union Leasing Inc. and BOS Solutions Inc. dated July 1, 2009;
- (yyyy) **"Unassignable Contracts"** has the meaning ascribed to that term in Section 2.4(b);
- (zzzz) **"Vendor"** has the meaning ascribed to that term in the Preamble;
- (aaaaa) **"Vendor's Counsel"** means the law firm of Blake, Cassels & Graydon LLP (or any successor thereto), in respect of Canadian matters, and Haynes and Boone LLP in respect of US matters, or such other firm or firms of solicitors as are appointed by the Vendor from time to time and notice of which is provided to the Purchaser; and
- (bbbbb) **"WARN Act"** means the Worker Adjustment and Retraining Notification Act (US).

1.2 Interpretation

The following rules of construction shall apply to this Agreement unless the context otherwise requires:

- (a) All references to monetary amounts, unless indicated to the contrary, are to the lawful currency of the United States of America and all references to cash are references to any form of immediately available funds by way of wire transfer, certified cheque or bank draft.
- (b) Words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.
- (c) The word "include" and derivatives thereof shall be read as if followed by the phrase "without limitation".
- (d) The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement and not to any particular provision of this Agreement.
- (e) The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation hereof.

- (f) Reference to any Article, Section or Schedule means an article, section or schedule of this Agreement unless otherwise specified.
- (g) References to agreements and other contractual instruments shall be deemed to include all amendments, extensions and other modifications to such instruments (but only to the extent such amendments, extensions and other modifications are not prohibited by the terms of this Agreement).
- (h) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.
- (i) If any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict.
- (j) All documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict.
- (k) This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party does not apply to the construction or interpretation of this Agreement.

1.3 Schedules and Exhibits

The following are the Schedules and Exhibits attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule 1.1(k)	Assumed Contracts
Schedule 1.1(nn)	Equipment, Capital Spares and Delivery Locations
Schedule 1.1(oo)	Excluded Assets
Schedule 1.1(pp)	Excluded Contracts
Schedule 1.1(zz)	Intellectual Property
Schedule 1.1(ccc)	Leased Equipment
Schedule 1.1(ddd)	Leased Real Property
Schedule 1.1(iii)	Owned Real Property
Schedule 1.1(kkk)	Permits
Schedule 1.1(ppp)	Prepaid Expenses
Schedule 2.3(a)(iii)	Assumed Liabilities

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Schedule 8.2(i)	Liens to be Released at Closing
Exhibit A	Form of Assignment Agreement
Exhibit B	Form of General Conveyance

1.4 Knowledge

References to a Party's knowledge or awareness and similar references mean the actual knowledge or awareness, as the case may be, of the officers of such Party who are primarily responsible for the matters in question, and does not include knowledge and awareness of any other Person or any constructive or imputed knowledge. A Party shall not have any obligation to make inquiry of any Person or the files and records of any Person or of any Government Authority in connection with any representations and warranties contained herein that are made to its knowledge, information, belief or awareness.

1.5 Supplements to Schedules

Prior to the Closing, either Party may, by written notice to the other Party no fewer than ten (10) days prior to the Closing, unless another time period is specified herein (in which case such specified time period shall control), amend or supplement any one (1) or more of the Schedules to update the description of the Purchased Assets, Excluded Assets, Assumed Liabilities or Excluded Liabilities to, among other things, reflect assets and properties acquired or disposed of after the date hereof in compliance with the terms of this Agreement. Purchaser shall have the right prior to the Closing Date, in its sole discretion, to remove any Equipment from Schedule 1.1(nn), including, for the avoidance of doubt, all furniture, fixtures, computers and other tangible personal property of the Debtors located at the Leased Real Property. Should the Purchaser remove any such Equipment, such removed Equipment shall be deemed not to be a Purchased Asset and shall not be assigned to or assumed by the Purchaser.

ARTICLE 2 PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Agreement of Purchase and Sale

Subject to the terms and conditions of this Agreement, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, assume, accept and receive from the Vendor, all of the Vendor's and the Debtors' right, title and interest in and to the Purchased Assets as herein provided, in each case free and clear of all Encumbrances and Claims (other than Permitted Encumbrances) and to assume, pay, satisfy, discharge, perform and fulfil, the Assumed Liabilities, in each case, at the Effective Time.

2.2 Transfer of Purchased Assets

Provided that Closing occurs and subject to the terms and conditions of this Agreement, title, possession, risk and beneficial ownership of the Purchased Assets and Business shall transfer from the Vendor and the Debtors to the Purchaser at the Effective Time.

2.3 Liabilities

- (a) Provided that Closing occurs and subject to the terms and conditions of this Agreement, the Purchaser shall assume, pay, satisfy, discharge, perform and fulfil, from and after the Effective Time, only those obligations and Losses and Liabilities of the Debtors which:
- (i) relate to the Assumed Contracts, Intellectual Property, Leased Equipment and Permits, in each case that arise out of events, facts or circumstances first occurring after the Effective Time;
 - (ii) relate to the Transferred Employees solely as set forth in Section 6.5, in each case that arise out of events, facts or circumstances first occurring after the Effective Time; or
 - (iii) are listed in Schedule 2.3, in each case that arise out of events, facts or circumstances first occurring after the Effective Time (other than the Taxes payable by the Purchaser pursuant to Sections 3.5, 3.6 and 3.7 of this Agreement).

(collectively, the "**Assumed Liabilities**"). For the avoidance of doubt, the Assumed Liabilities shall expressly exclude all of the Excluded Liabilities.

- (b) Other than the Assumed Liabilities, the Purchaser shall not assume or have any obligation to discharge, perform or fulfill any obligation or liability of the Debtors of any kind whatsoever (collectively, the "**Excluded Liabilities**") and all Excluded Liabilities remain the obligation and responsibility of the Debtors, including the obligations and Losses and Liabilities of the Debtors:
- (i) owing to a lender or creditor of the Debtors, including any bank overdrafts or bank indebtedness and any indebtedness or liabilities other than the Assumed Liabilities owing under any promissory note, or contract for the borrowing of money;
 - (ii) relating to Taxes (other than the Taxes payable by the Purchaser pursuant to Sections 3.5, 3.6 and 3.7 of this Agreement);
 - (iii) relating to any current or former employee of or other natural-person service provider to any of the Debtors (including the Employees and the Transferred Employees) in each case that arise out of events, facts or circumstances first occurring before the Effective Time;
 - (iv) all liabilities relating to or arising out of any Debtors' Benefit Plan; and
 - (v) relating to an Excluded Asset.

2.4 Assignment of Assumed Contracts and Third-Party Consents

- (a) Vendor shall assign to Purchaser all of the Vendor's and the Debtors' right, title and interest in and to, and all Debtors' duties and obligations under, the Assumed Contracts listed on Schedule 1.1(k), Purchaser shall assume as of the Closing

Date all such right, title, interest of the Vendor and the Debtors in and to the Assumed Contracts, provided however, Vendor shall pay and shall be responsible for the Contract Cure Amounts in connection with the assumption and assignment of the Assumed Contracts. To the extent any Assumed Contract does not constitute an executory contract subject to assumption and assignment under Section 365 of the US Bankruptcy Code (to the extent applicable), then the rights and obligations under such Assumed Contracts shall be transferred to Purchaser as part of the sale of the Purchased Assets with such rights and obligations (excluding, for the avoidance of doubt, all Contract Cure Amounts) being expressly assumed by Purchaser. Notwithstanding the foregoing, Purchaser shall have the right prior to the Closing Date, in its sole discretion, to remove any Assumed Contract from Schedule 1.1(k). Should the Purchaser remove any such Assumed Contract, such Assumed Contract shall be deemed not to be assumed by the Vendor and assigned to the Purchaser.

- (b) To the extent that the Court Approval or Applicable Law does not permit the assignment to the Purchaser of any Assumed Contract (any such Assumed Contracts, collectively, the "**Unassignable Contracts**"), unless the Vendor concludes, acting reasonably, that any Unassignable Contracts cannot be assigned under any circumstances and provides written notice of such Unassignable Contracts to Purchaser, then:
 - (i) each of the Parties shall use reasonable commercial efforts to obtain, as may be required by the terms of such Assumed Contracts, consents or approvals to the assignment of such Assumed Contracts; provided that the Vendor shall not be required to pay any amount or fee whatsoever, including any costs or expenses in connection with its efforts to obtain such consent or approval, which shall be for the sole account of the Purchaser, and for greater certainty, the Purchaser shall be responsible for and shall pay all costs or expenses, which shall be paid either directly to the applicable counterparty or to the Vendor at or prior to Closing, which costs or expenses shall be in addition to the Purchase Price received by the Vendor for the Purchased Assets;
 - (ii) pending the effective transfer or assignment of the relevant Unassignable Contracts, the Vendor shall hold the right, title, interest in and to, and the duties and obligations under, such Unassignable Contracts in trust for the exclusive benefit of the Purchaser as bare trustee and agent, provided that the Purchaser will pay, perform, discharge and fulfill all duties and obligations of the Vendor and the Purchaser shall have all right, title, interest in and to, and all duties and obligations under, such Unassignable Contracts during that period;
 - (iii) the Vendor will, at the reasonable request and direction of the Purchaser (and at Purchaser's sole cost and expense), in the name of the Vendor or otherwise as the Purchaser shall reasonably specify, take all such reasonable actions and do all such reasonable things as shall, in the reasonable opinion of the Purchaser, be necessary or desirable in order that the rights, entitlements, benefits, remedies, duties and obligations of the Vendor under any such Unassignable Contract may be enjoyed, received or performed, as the case may be, in accordance with the terms

of such Unassignable Contract, including that all monies receivable under such Unassignable Contract may be received by the Purchaser and that all rights and licenses under such Unassignable Contracts may be exercised by the Purchaser;

- (iv) the Vendor shall promptly, but in no event more than five (5) Business Days, pay over to the Purchaser all such monies collected by the Vendor in respect of such Unassignable Contracts, net of any unpaid related costs or expenses (including any Taxes that are payable in respect of the receipt of such amounts), and shall provide Purchaser with reasonable supporting documentation with respect to such costs and expenses;
- (v) to the extent permitted by the applicable Unassignable Contract:
 - (A) the Purchaser will pay, perform and discharge the duties and obligations under such Unassignable Contract, on behalf of the Vendor until such time as the effective transfer or assignment of the relevant Unassignable Contracts to the Purchaser;
 - (B) the Vendor will exercise the rights, entitlements, benefits and remedies under such Unassignable Contracts, on behalf of the Purchaser until such time as the effective transfer or assignment of the relevant Unassignable Contracts to the Purchaser;
 - (C) the Purchaser shall indemnify and save harmless the Vendor from and against all of the Vendor's Losses and Liabilities arising as a consequence of the provisions of this Section 2.4, except to the extent caused by the gross negligence or wilful misconduct of the Vendor or Vendor's Representatives and except for Vendor's overhead and general administrative costs (to be determined in a manner consistent with past practices of Vendor in respect of the Purchased Assets); and
- (vi) the Vendor's obligations under this Section 2.4 shall expire and terminate and cease to be in effect on the date that is thirty (30) days following Closing, at which time all Unassignable Contracts for which consent is required for the assignment of such Unassignable Contract which has not been obtained by such date shall be deemed to be an Excluded Contract under this Agreement; without any adjustment of any kind whatsoever to the Purchase Price.
- (c) Nothing in this Agreement shall constitute an agreement to assign, and shall not be construed as an assignment of, or an attempt to assign to the Purchaser, any Unassignable Contract until such time as the necessary consents or approvals with respect to the assignment are obtained.
- (d) Both before and after Closing, each of the Parties shall use all commercially reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit the Transaction to be completed. The Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. In addition, it shall be the

sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to provide any and all financial assurances, deposits or security that may be required by Governmental Authorities or any Third Parties to permit the transfer to the Purchaser of the Purchased Assets or any of them.

2.5 Acquisition and Assignment of US Leased Vehicles

- (a) As soon as reasonably practicable following the date of this Agreement, Vendor shall take all necessary actions to acquire, on behalf of the Debtors, all right, title and interest in and to each of the US Leased Vehicles. Within five (5) business days following the date that the Vendor fulfills the requirements of paragraph 9(b) of the Receivership Order with respect to a US Leased Vehicle, the Vendor shall assign to the Purchaser, and the Purchaser shall assume and acquire, all right, title and interest in and to such US Leased Vehicle.
- (b) Pending the effective transfer or assignment of all right, title and interest in and to each of the US Leased Vehicles to the Purchaser, the Vendor shall hold such right, title and interest in and to, and all duties and obligations in respect of, such US Leased Vehicles in trust for the exclusive benefit of the Purchaser as bare trustee and agent.
- (c) The Purchaser shall indemnify and save harmless the Vendor from and against all of the Vendor's Losses and Liabilities arising as a consequence of the provisions of this Section 2.5, except to the extent caused by the gross negligence or willful misconduct of the Vendor or Vendor's Representatives and except for Vendor's overhead and general administrative costs (to be determined in a manner consistent with past practices of Vendor).
- (d) The Vendor shall not, without the prior written consent of the Purchaser, reject the US Vehicle Lease.

ARTICLE 3 PURCHASE PRICE

3.1 Consideration

In full consideration of the sale, assignment, transfer and conveyance of the Purchased Assets to the Purchaser, at the Closing, the Purchaser shall:

- (a) pay to the Vendor an aggregate amount in cash in immediately available funds equal to \$ [REDACTED] (the "**Base Price**"), subject to adjustment as set forth in Section 3.3 and Article 4 hereof, *plus* an amount in cash in immediately available funds equal to \$ [REDACTED] (the "**US Leased Vehicle Price**"), subject to adjustment as set forth in Section 4.3 hereof; and
 - (b) assume all of the Assumed Liabilities,
- (collectively, the "**Purchase Price**").

3.2 Deposit

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- (a) An amount equal to \$ [REDACTED] shall be paid in cash by the Purchaser to the Vendor upon execution of this Agreement by the Parties as a deposit (the "**Deposit**"), which Deposit received by the Vendor pursuant to this Section 3.2(a) shall be held in trust by the Vendor or the Vendor's Counsel in an interest-bearing account and shall be releasable in accordance with this Agreement.
- (b) If Closing occurs in accordance with the terms and conditions of this Agreement, the Deposit, together with all interest thereon to the Closing Date, shall be credited against the Purchase Price, in partial satisfaction of the Purchaser's obligation to pay the Purchase Price at Closing and shall be released to the Vendor or Vendor's Counsel in immediately available funds.
- (c) If this Agreement is terminated:
 - (i) by the Vendor pursuant to:
 - (A) Section 10.1(c); or
 - (B) Section 10.1(e) on account of the conditions set forth in Sections 3.2 or 5.2 not being satisfied, or not capable of being satisfied, or waived by the Outside Date and the Vendor is ready, willing and able to consummate the transactions contemplated hereby; or
 - (ii) by Purchaser pursuant to Section 10.1(d) and Vendor is, at the time of such termination, entitled to terminate this Agreement pursuant to Section 10.1(e) on account of the conditions in Sections 3.2 or 5.2 not being satisfied, or not capable of being satisfied, or waived by the Outside Date,

then the Deposit, together with all interest thereon to such date, shall be forfeited to the Vendor as liquidated damages and not for the purchase of assets or services, and the Deposit, together with all interest thereon to such date, shall be released from escrow and paid to Vendor, as its sole and exclusive remedy in such scenario, free of any claims by the Purchaser thereto. The provision for payment of liquidated damages in this Section 3.2(c) has been included because, in the event of a termination of this Agreement described in this Section 3.2(c), the actual damages to be incurred by the Vendor can reasonably be expected to approximate the amount of liquidated damages called for herein and because the actual amount of such damages would be difficult if not impossible to measure accurately.
- (d) If the Agreement is terminated for any reason other than as contemplated by Section 3.2(c), then the Deposit, together with all interest thereon to such date, shall be released from escrow and paid to Purchaser.

3.3 Satisfaction of the Purchase Price

At Closing, the Purchase Price shall be paid and satisfied as follows:

- (a) the Deposit, together with all interest thereon to the Closing Date, shall be credited against the Purchase Price, in partial satisfaction of the Purchaser's obligation to pay the Purchase Price at Closing; and

- (b) the Purchaser shall pay to the Vendor at Closing, by certified cheque, bank draft or electronic wire transfer, an amount equal to (i) the Purchase Price, *less* (ii) the Deposit, together with all interest thereon to the Closing Date, as set forth in the Interim Statement of Adjustments, *less or plus (as applicable)* (iii) any adjustments pursuant to Article 4 (collectively, the "**Closing Payment**").

3.4 Allocation of the Consideration

No later than thirty (30) days prior to the Closing Date, the Purchaser shall deliver to the Vendor the Purchaser's proposed allocation of the consideration among the Purchased Assets. The Vendor shall have five (5) days following its receipt of such allocation to propose any changes or indicate its concurrence therewith. If the Vendor does not concur with the proposed allocation, the Purchaser and the Vendor will use commercially reasonable efforts to reach agreement on the allocation of the consideration among the Purchased Assets in a manner consistent with Applicable Law (the resulting allocation, an "**Agreed Allocation**"). The Purchaser, on the one hand, and the Vendor, on the other hand, shall (i) be bound by the Agreed Allocation for purposes of determining Taxes, and (ii) prepare and file, and cause its Affiliates to prepare and file, its Tax Returns on a basis consistent with the Agreed Allocation. The Purchaser and the Vendor shall cooperate in preparing any updates or revisions to the Agreed Allocation in respect of any adjustments to the consideration. Neither the Purchaser nor the Vendor shall take any position inconsistent with the Agreed Allocation in any Tax Return, in any refund claim, in any audit, or otherwise unless required by a final determination by an applicable Governmental Authority; provided, however, that (A) the Purchaser's cost for the Purchased Assets may differ from the total amount allocated hereunder to reflect the inclusion in the total cost of items (for example, capitalized acquisition costs) not included in the amount so allocated, (B) the amount realized by the Vendor may differ from the total amount allocated hereunder to reflect transaction costs that reduce the amount realized for Tax purposes, (iii) nothing in this Agreement will prevent a Party from settling any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of the final allocation, and (iv) neither the Vendor or any of its Affiliates nor the Purchaser or any of its Affiliates will be obligated to litigate any challenge to such allocation of the consideration by a Governmental Authority. Each Party shall promptly notify the other upon receipt of notice of any pending or threatened Tax audit or assessment challenging the final allocation. If the Vendor and the Purchaser do not reach an Agreed Allocation by the date that is five (5) days prior to the Closing Date, the Vendor and the Purchaser will each prepare its own allocation of the of the consideration among the Purchased Assets to be used by such party and its Affiliates, provided such allocation is reasonable and in accordance with Applicable Law.

3.5 Transfer Taxes

The Parties agree that, conditional upon the Closing occurring:

- (a) the Purchase Price is exclusive of all Transfer Taxes and the Purchaser shall be liable for and shall pay any and all Transfer Taxes pertaining to the Purchaser's acquisition of the Purchased Assets or the registration of any Specific Conveyances necessitated hereby;
- (b) subject to Section 3.7, where the Vendor is required under Applicable Law to collect or pay Transfer Taxes, the Purchaser will pay the amount of such Transfer Taxes to the Vendor at Closing, which such Transfer Taxes Vendor shall remit to the appropriate Governmental Authority as soon after Closing as is practicable and in compliance with the applicable Tax Legislation. The Purchaser shall provide the

Vendor with a purchase exemption certificate or its equivalent to support any reasonable exemption claimed in respect of the Purchased Assets; or if the Vendor is required under Applicable Law to pay any such Transfer Taxes, the Purchaser shall promptly reimburse the Vendor the full amount of such Transfer Taxes upon delivery to the Purchaser of copies of receipts showing payment of such Transfer Taxes;

- (c) except where the Vendor is required under Applicable Law to collect or pay such Transfer Taxes, the Purchaser shall pay such Transfer Taxes, including all applicable provincial sales taxes, directly to the appropriate Governmental Authority or other entity within the required time period and shall file all necessary documentation with respect to such Transfer Taxes when due, and the Vendor will do and cause to be done such things as are reasonably requested to enable the Purchaser to comply with such obligation in a timely manner; and
- (d) the Purchaser shall indemnify the Vendor for, from and against any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) that the Vendor may pay or for which the Vendor may become liable as a result of any failure by the Purchaser to pay or remit such Transfer Taxes.

3.6 Property Taxes

The Parties agree that, conditional upon the Closing occurring:

- (a) Other than with respect to the single Owned Real Property located in Rio Vista, Texas, the Purchase Price is exclusive of all ad valorem property taxes and other personal property taxes or assessments levied or owed with respect to the Purchased Assets, Vendor shall be fully liable for and shall pay any and all such ad valorem property taxes (including those arising pursuant to the Leased Real Property) or other personal property taxes pertaining to the Purchased Assets to and including the Effective Time, regardless of when such property taxes may have been billed; and
- (b) With respect to the single Owned Real Property located in Rio Vista, Texas, the Purchaser shall pay such ad valorem property taxes and other personal property taxes or assessments to be due and owing for the fiscal year 2020 directly to the appropriate Governmental Authority or other entity within the required time period.

3.7 GST/HST

- (a) To the extent such election is applicable to the Transaction or any portion of the Purchased Assets, Vendor and Purchaser shall execute jointly an election under section 167 of the GST/HST Legislation to have the sale of the Purchased Assets take place on a GST/HST-free basis and Purchaser shall file such election no later than the filing date for its GST/HST return for the reporting period in which the sale of the Purchased Assets takes place. The Parties agree that, as between Vendor and Purchaser, Purchaser shall be solely liable for, and as a separate and independent covenant, Purchaser shall indemnify, defend and save harmless Vendor from, any GST/HST or any penalty, interest or other amounts with respect thereto (including any costs incurred by Vendor in collecting such amount from Purchaser), which may be payable by or assessed against Vendor under the

GST/HST Legislation as a result of the Transactions not being eligible for such election or Purchaser's failure to file such election as required by the GST/HST Legislation.

- (b) Subject to Section 9.2 above, Purchaser shall self-assess any applicable GST/HST on the portion of the Purchase Price attributable to a supply of real property located in Canada to the extent required by subsections 221(2) and 228(4) of the GST/HST Legislation and Vendor shall not collect GST/HST on such amounts, provided that Purchaser delivers to Vendor a GST/HST certificate and indemnity in form agreeable to Vendor.
- (c) If any payment made by Vendor or Purchaser as the result of a breach, modification or termination of this Agreement is deemed by GST/HST Legislation to include GST/HST, or is deemed by any applicable provincial or territorial legislation to include a similar value-added or multi-staged tax, the amount of such payment shall be increased accordingly; provided, however, that in the event there is a breach of this Agreement by the Purchaser resulting in the forfeiture of the Deposit to the Vendor, the Purchaser shall have no obligation to increase or pay any additional amounts and the Deposit amount shall be forfeited as an amount inclusive of any and all such Taxes.

3.8 Deferred Revenue Election

If applicable and if beneficial to either the Vendor or the Purchaser (without detriment to the other Party), the Purchaser and the Vendor shall elect jointly in the prescribed manner under subsection 20(24) of the Income Tax Act and the corresponding provisions of any other applicable Tax statute in respect of the deferred revenue of the Debtors' business for an amount of such deferred revenue that is being transferred to the Purchaser in consideration for the Purchaser undertaking future obligations in connection with such deferred revenue. In this regard, the Vendor and the Purchaser acknowledge that if such election is made, a portion of the Purchased Assets having a value equal to the elected amount under subsection 20(24) is being transferred to the Purchaser as a payment for the assumption of such future obligations by the Purchaser.

ARTICLE 4 ADJUSTMENTS

4.1 Adjustments

- (a) All costs and revenues incurred, accruing, payable, paid, received or receivable in respect of the Purchased Assets, including maintenance, capital and operating costs, advances, and payments with respect to Permitted Encumbrances (but specifically excluding those Transfer Taxes, ad valorem and property taxes addressed in Section 3.5, Section 3.6 and Section 3.7 of this Agreement) shall, subject to the provisions of this Agreement, be apportioned on an accrual basis between the Vendor and the Purchaser as of the Effective Time, on and subject to the following:
 - (i) except as otherwise provided in this Article 4, costs and revenues shall accrue in accordance with GAAP;

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- (ii) all such costs accruing up to the Effective Time shall be for the Vendor's account and all costs and revenues accruing after the Effective Time shall be for the Purchaser's account;
 - (iii) all such costs pertaining to work performed or goods or services provided with respect to the Purchased Assets prior to the Effective Time shall be borne by and for the account of the Vendor, notwithstanding that such costs may be payable in whole or in part after the Effective Time and all such costs pertaining to work performed or goods or services provided with respect to the Purchased Assets after the Effective Time shall be borne by and for the account of the Purchaser notwithstanding that such costs may have been paid in whole or in part prior to the Effective Time; a
 - (iv) all such revenues up to the Effective Time shall be for the Vendor's account, and all such revenues received after the Effective Time shall be for the Purchaser's account, regardless of whether such revenues are accrued prior to or after the Effective Time, and Vendor shall hold in trust for, on behalf of and pay to the Purchaser, in accordance with Section 6.9, any such revenues received by the Vendor;
 - (v) all rentals and other periodic payments shall be apportioned between the Vendor and the Purchaser on a per diem basis as of the Effective Time with all rentals and other periodic payments accrued to the Effective Time for the Vendor's account and all rentals and other periodic payments accrued after the Effective Time for the Purchaser's account.
- (b) The effective time for income tax purposes shall be the Effective Time.
 - (c) All adjustments to be made pursuant to this Section 4.1 shall be allocated at or prior to the Closing Date to intangible assets comprising the Purchased Assets in the case of any adjustment made under Section 4.1(a).

4.2 Equipment, Capital Spares and Inventory

- (a) The Vendor and the Purchaser (or its designated Representative) will jointly conduct an on-site physical count of the Equipment, Capital Spares and Inventory to be completed not more than fifteen (15) Business Days before Closing, and shall use commercially reasonable efforts to agree upon a written statement describing the adjustments to the Closing Payment out in this Section 4.2.
- (b) If any major individual components that are generally accepted in the industry as forming a part of an item of Equipment included in the Purchased Assets as described in Schedule 1.1(nn) or any Capital Spares included in the Purchased Assets as described in Schedule 1.1(nn) (whether broken or fixed) are not accounted for or if any such item is not reasonably capable of being delivered into the Purchaser's possession or control at the Closing with good and exclusive title, free and clear of any Encumbrances, other than the US Leased Vehicles which will be assigned to the Purchaser pursuant to the terms of Section 2.5, then the Closing Payment shall be reduced by an amount equal to (i) the Net Book Value of such item of Equipment *multiplied* by (ii) the Adjustment Ratio; and each such item of Equipment shall constitute an Excluded Asset for the purposes of this Agreement.

- (c) Notwithstanding anything else contained in this Article 4, no adjustments shall be made pursuant to this Section 4.2 until such adjustments, in the aggregate, exceed five percent (5%) of the Base Price (the "**De Minimus Threshold**") and then only by the amount that the adjustment amount exceeds the De Minimus Threshold.

4.3 US Leased Vehicle Price Adjustment

The Vendor and the Purchaser acknowledge and agree that the US Leased Vehicle Price is calculated on the basis of the Closing occurring on or prior to August 31, 2020. Should the Closing occur on a date following August 31, 2020, the US Leased Vehicle Price shall be adjusted to equal the amount of the outstanding balance under the US Vehicle Lease as of the Closing Date *plus* the amount of any payout fees associated with the US Leased Vehicles as at the Closing.

4.4 Statement of Adjustments

- (a) The Vendor shall carry out an interim accounting and adjustment and prepare and deliver to the Purchaser at least three (3) Business Days prior to the Closing Date a statement setting forth the Vendor's good faith estimate of all adjustments (the "**Interim Statement of Adjustments**") to be made for the transactions contemplated herein. The Vendor shall make available to the Purchaser all information reasonably necessary for Purchaser to understand and confirm the calculations in that statement.
- (b) Within sixty (60) days following the Closing Date, the Purchaser shall prepare and deliver, and the Vendor shall cooperate in preparing, a final statement of all adjustments and payments ("**Final Statement of Adjustments**"), on the basis of the information available within that period, to be made for the transactions contemplated herein, including any settlement payment required to be made by either Party as a result of differences between the Final Statement of Adjustments and the Interim Statement of Adjustments.
- (c) In the event the Parties are unable to agree on the Final Statement of Adjustments within fifteen (15) days of delivery of such Final Statements of Adjustments, the Parties will immediately proceed with appointing an independent Third Party auditor (so qualified by skill and experience to determine the dispute) selected by the mutual agreement of the Parties to review the Parties' submissions on the Final Statement of Adjustments, which shall be binding on the Parties. There shall be no *ex parte* communications between either Vendor or Purchaser, on the one hand, and the independent Third Party auditor, on the other hand, relating to those matters in dispute, other than the initial written submission by Vendor and Purchaser of their respective positions on the matters in dispute and written answers by Vendor and Purchaser to written questions from the independent Third Party auditor. The independent Third Party auditor shall be authorized to select only the position as to each line item in dispute as set forth in the Final Statement of Adjustments and as presented by either Vendor (on the one hand) or Purchaser (on the other hand), it being acknowledged and agreed that the independent Third Party auditor may agree with Vendor on certain matters and Purchaser on other matters. Subject to the following sentence, the independent Third-Party auditor shall have no power to reach any other result and shall select the amount for each matter in dispute that, in its judgment, is the closest to being in conformity with this Agreement. For the avoidance of doubt, the independent Third Party auditor (i)

shall not review any line items or make any determination with respect to any matter other than those line items in the Final Statement of Adjustments that remain in dispute, and (ii) may consider each line item that is disputed in the Final Statement of Adjustments separately. The costs of the Third-Party auditor shall be borne by the Parties in inverse proportion as they may prevail on matters resolved by the independent Third-Party auditor, which proportionate allocations shall also be determined by the independent Third Party auditor at the time the determination of the independent Third Party auditor is rendered on the merits of the matters submitted. The Parties agree to cooperate in good faith and use commercially reasonable efforts to assist such Third-Party auditor in determining the final Statement of Adjustments as soon as reasonably practical following the appraiser's appointment.

- (d) All adjustments shall be settled by the prompt payment by any Party obliged to make payment pursuant to this Agreement. Interest at the Prime Rate plus one percent (1%) per annum shall be paid on any settlement payment which remains unpaid by one Party to the other Party when due, with such interest accruing from the date such amount is due to the date payment is made.
- (e) Subject only to this Section 4.3, the Final Statement of Adjustments shall constitute the final accounting between the Parties in respect of costs and revenues accruing, payable, paid, received or receivable in respect of the Purchased Assets, shall be binding on the Parties and shall not be subject to dispute. For certainty, notwithstanding any other provision in this Agreement, save pursuant to the Final Statement of Adjustments, there shall be no further adjustments made between the Parties in respect of any costs or revenues accruing, payable, paid, received or receivable in respect of the Purchased Assets, including rentals, maintenance, development, capital and operating costs, advances, and payments with respect to Permitted Encumbrances, including, but not limited to, any costs or revenues that are disclosed or adjusted as a consequence of any subsequent joint venture audits, royalty adjustments or similar audit or adjustment procedures pursuant to the Assumed Contracts or Applicable Law.
- (f) The Purchaser and the Vendor will each bear their own fees and expenses, including the fees and expenses of their respective accountants and auditors, in preparing or reviewing, as the case may be, the Final Statement of Adjustments.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Vendor's Representations and Warranties

The Vendor hereby represents and warrants to and in favour of the Purchaser that:

- (a) the Vendor has been appointed by the Alberta Court as receiver and manager of the property of the Debtors pursuant to the Receivership Order, and such appointment is valid and subsisting as not been varied or amended;
- (b) provided that Court Approval is obtained, the consents, approvals or waivers that are required in connection with the assignment of the Assumed Contracts or other than as provided in this Agreement, the execution, delivery and performance of

this Agreement and all the documents contemplated in Section 8.2 hereof by the Vendor does not and will not (i) require any filing with, or the obtaining of any Permit, consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Vendor of the Transaction or have a material adverse effect on the Business, or (ii) to the knowledge of the Vendor, violate any Governmental Order or any Law applicable to the Debtors;

- (c) neither the Vendor nor the Debtors has incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees in respect of the Transaction for which the Purchaser shall have any obligations or liability;
- (d) neither the Vendor nor the Debtors have, as at the date hereof, received notice of any Claims in existence, contemplated, pending or threatened against them seeking to prevent the consummation of the Transaction;
- (e) the Purchased Assets owned by Canadian Debtors are all or substantially all of the assets necessary for the Purchaser to carry on the business carried on by such Debtor;
- (f) to the Vendor's knowledge, the Vendor is not a non-resident of Canada for purposes of the Income Tax Act;
- (g) none of the Canadian Debtors is a non-resident of Canada for the purposes of the Income Tax Act;
- (h) to the Vendor's knowledge, none of the Purchased Assets owned by the non-Canadian Debtors constitutes taxable Canadian property for the purposes of section 116 of the Income Tax Act;
- (i) The Debtors with Purchased Assets in Canada are registered for GST/HST purposes under the GST/HST Legislation and their registration number(s) are as follows:
 - (i) BOS Solutions Ltd.: 87133 8513 RT0002;
- (j) provided that Court Approval is obtained, this Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor and is enforceable against the Vendor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity; and
- (k) the Receivership Proceedings were recognized by the US Court as a foreign main proceeding pursuant to 11 USC. § 1517, the Receivership Order was granted comity, the terms of the Receivership Order were given full force and effect in the US, and the Vendor, as foreign representative on behalf of the Debtors, was granted all of the relief afforded under 11 USC. § 1520, all pursuant to the US

Recognition Order, and the Sale Process Procedures are recognized and given effect through the US Sale Process Order.

5.2 Purchaser's Representations and Warranties

The Purchaser hereby represents and warrants to and in favour of the Vendor that:

- (a) S3S is a Texas limited liability company duly formed and validly subsisting under the laws of the jurisdiction of its formation and has the requisite power and authority to enter into this Agreement and to complete the Transaction and once formed, Canada S3S will be duly formed and validly subsisting under the laws of the jurisdiction of its formation and will have the requisite power and authority to complete the Transaction;
- (b) the Purchaser has taken all necessary corporate action to authorize the entering into and performance by it of this Agreement;
- (c) execution, delivery and performance of this Agreement by the Purchaser does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Purchaser of the Transaction;
- (d) it has not incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees in respect of the Transaction for which the Vendor or the Debtors shall have any obligations or liability;
- (e) it has not received notice of any Claims in existence, contemplated, pending or threatened against it seeking to prevent the consummation of the Transaction;
- (f) this Agreement has been duly executed and delivered by the Purchaser and, subject to Court Approval, constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;
- (g) it has sufficient funds available to it to enable it to pay in full the Purchase Price to the Vendor as herein provided and otherwise to fully perform its obligations under this Agreement;
- (h) other than a customary post-closing notification under the *Investment Canada Act*, there is no requirement for the Purchaser to make any filing with, give any notice to, or obtain any authorization of, any Governmental Authority pursuant to the *Competition Act* (Canada), *Investment Canada Act* or the *Hart-Scott-Rodino Antitrust Improvements Act of 1976* (US) as a result of, in connection with, or as a condition to the lawful completion of the Transaction; and
- (i) Canada S3S will be registered for GST/HST purposes under the GST/HST Legislation prior to Closing.

5.3 Enforcement of Representations and Warranties

- (a) Other than the representations and warranties set forth in Section 5.4 (which shall survive the Closing), the representations and warranties of each Party contained in this Agreement shall survive until Closing and shall thereafter be of no further force and effect. Effective upon the occurrence of Closing, each Party hereby releases and forever discharges each other Party from any breach of any representations and warranties set forth in this Agreement.
- (b) The representations and warranties of the Vendor made herein or pursuant hereto are made for the exclusive benefit of the Purchaser, and the representations and warranties of the Purchaser made herein or pursuant hereto are made for the exclusive benefit of the Vendor, as the case may be, and are not transferable and may not be made the subject of any right of subrogation in favour of any other Person.
- (c) The Parties expressly acknowledge and agree that the provisions of this Section 5.3 and the limit on each Party's liability set out in this Section 5.3 are intended by the Parties as a limitation of liability that represents a fair and equitable allocation of the risks and liabilities that each Party has agreed to assume in connection with the subject matter hereof and is not an agreement within the provision of subsection 7(2) of the *Limitations Act* (Alberta).

5.4 No Additional Representations and Warranties

- (a) The Purchaser acknowledges and agrees that it is acquiring the Purchased Assets on an "as is, where is" and "without recourse" basis, and that neither the Vendor nor any of its Representatives make any representations or warranties of any kind whatsoever, express or implied, except as explicitly set forth in Section 5.1, and in particular, and without limiting the generality of the foregoing, the Vendor expressly negates and disclaims, and neither the Vendor nor any of its Representatives shall be liable for, any representation or warranty (except as expressly set forth in Section 5.1) which may have been made or alleged to be made in any instrument or document related hereto, or in any statement or information made or communicated (in writing or orally) to the Purchaser or its Representatives in any manner including any opinion, information, or advice which may have been provided to the Purchaser by the Vendor or any of its Representatives in connection with the Purchased Assets, Assumed Liabilities or in relation to the Transaction. For greater certainty, except as expressly set forth in Section 5.1, neither the Vendor nor any of its Representatives make any condition, representation or warranty whatsoever, express or implied, with respect to:
 - (i) the merchantability, physical or financial condition, description, fitness for a particular purpose, suitability for development, title, description, use or zoning, Environmental condition, existence of latent defects, quality, quantity or any other thing affecting any of the Purchased Assets;
 - (ii) the Data Room Information or any other data or written (including electronically) or oral information, including any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information, supplied by the Vendor or any of its Representatives in connection with the

Business, Purchased Assets, and Assumed Liabilities, including by way of management presentations, site visits and diligence meetings or telephone calls or otherwise;

- (iii) the validity or enforceability of the Assumed Contracts or Intellectual Property;
- (iv) the value of any of the Purchased Assets or the future cash flow therefrom;
- (v) any regulatory approvals, Permits and licenses, consents or authorizations that may be needed to complete the Transaction contemplated by this Agreement or to operate or carry on the Business or any portion thereof; or
- (vi) the quality, condition, description, fitness for purpose, suitability, serviceability or merchantability of the Equipment or Inventory or any other tangible, depreciable equipment or property forming part of the Purchased Assets.

Notwithstanding the "as is, where is" and "without recourse" nature of the Transaction, nothing set forth in this Section 5.4(a) shall relieve the Purchaser of its right to an adjustment to the Purchase Price in respect of damaged or missing Equipment or Inventory.

- (b) The Purchaser hereby acknowledges and confirms that it is satisfied with its due diligence investigations with respect to the Purchased Assets, Business and Assumed Liabilities and hereby acknowledges and confirms that it is relying solely on the Vendor's representation and warranties in Section 5.1 and its own investigations concerning the Purchased Assets, Business and Assumed Liabilities, and it has not relied on any advice from the Vendor or any of its Representatives with respect thereto, including with respect to the matters specifically enumerated in Section 5.4(a) in connection with the purchase of the Purchased Assets and the Business and the assumption of the Assumed Liabilities pursuant hereto.
- (c) Except for the Vendor's representations and warranties in Section 5.1, any information regarding or describing the Business, Purchased Assets or the Assumed Liabilities in this Agreement (including the Schedules hereto), or in any other agreement or instrument contemplated hereby, is for identification purposes only, is not relied upon by the Purchaser, and except for the Vendor's representations and warranties in Section 5.1, no representation, warranty or condition, express or implied, has or will be given by the Vendor or any its Representatives, or any other Person concerning the completeness or accuracy of such information or descriptions.
- (d) Except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Vendor and its Representatives in respect of the Business, Purchased Assets, the Transaction and any representations or statements made or information or data furnished to the Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such

waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Sale of Goods Act* (Alberta) (or similar applicable statutes), warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

- (e) Other than those representation and warranties set out in this Section 5.4, none of representations and warranties contained in this Article 5 shall survive Closing and, other than in the case of fraud, the Purchaser's sole recourse for any material breach of representation or warranty in this Article 5 shall be for the Purchaser to not complete the Transaction in accordance with Sections 7.1 and 7.2 of this Agreement.

ARTICLE 6 COVENANTS

6.1 Maintenance of Business Until Closing

Until the Effective Time, subject to the Receivership Order, the Sale Process Order and the US Sale Process Order, the Vendor shall, and shall cause the Debtors' employees to:

- (a) conduct the Business in accordance with generally accepted industry practices having due regard to the interests of the Purchaser under this Agreement;
- (b) cause the Equipment and Leased Equipment to be maintained in accordance with generally accepted industry practices;
- (c) not, directly or indirectly, do or permit to occur any of the following without the prior written consent of the Purchaser:
 - (i) other than the US Leased Vehicles, acquire any assets (excluding Inventory in the ordinary course) having an acquisition cost of more than fifty thousand dollars (\$50,000) individually or in the aggregate;
 - (ii) sell, lease, assign, transfer, abandon or otherwise dispose of any of the Purchased Assets, excluding Inventory in the ordinary course of business;
 - (iii) make or commit to make any capital expenditures of more than fifty thousand dollars (\$50,000) individually or in the aggregate;
 - (iv) agree to assume any new obligation or commitment respecting the Purchased Assets, other than entered into from time to time in the ordinary course of business with pricing and margins consistent with practice in effect since May 4, 2020, in no event to exceed fifty thousand dollars (\$50,000);
 - (v) encumber, pledge, grant or create a security interest over the Purchased Assets;

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- (vi) amend or agree to amend or terminate any of the Assumed Contracts or enter into an agreement in respect of the Purchased Assets, other than work orders entered into from time to time in the ordinary course of business under the Assumed Contracts;
 - (vii) recognize any labor organization as representative of any employees of any of the Debtors, enter into any collective bargaining agreement or other contract with any labor organization relating to any employees of any of the Debtors;
 - (viii) implement any employee layoffs, plant closures or other employment-termination events that could require notice under the WARN Act;
 - (ix) agree to, authorize, approve, accept, propose or acquiesce to any release, waiver, surrender, cancellation, relinquishment or restriction of any material right or entitlement relating to the Purchased Assets or the Business, whether under contract or otherwise; or
 - (x) transfer or consent to the transfer of any material right or entitlement that may be exercised against Vendor or any of the Debtors, which relates to the Purchased Assets or the Business;
- (d) preserve intact the Business and the Purchased Assets and use reasonable commercial efforts in the circumstances to preserve for Purchaser the goodwill of suppliers, customers and others having business relations with the Business;
- (e) use reasonable commercial efforts to perform and comply with the covenants contained in the Assumed Contracts to be performed or complied with by the Vendor or any of the Debtors prior to Closing.
- (f) promptly provide the Purchaser with:
- (i) any material communication, notice, report, schedule or other document delivered, filed or received by the Vendor in connection with the Business or Purchased Assets or any filings under Applicable Law relating to the Business or Purchased Assets; and
 - (ii) full particulars of any Claim or any proceeding against, involving or affecting Vendor, the Business or Purchased Assets or any current or former employee, agent or other Representative of Vendor of which the Vendor shall receive notice or otherwise become aware, including copies of any documentation relating thereto;
- (g) use reasonable commercial efforts to maintain any Permits currently in effect related to the Business until Closing, including preparation and submission of any renewal applications;
- (h) maintain any insurance currently in effect respecting the Purchased Assets until Closing; and

- (i) use reasonable commercial efforts to pay and discharge all liabilities or obligations of the Vendor in the ordinary and usual course of the Business consistent with industry standards, except for such liabilities or obligations: (i) as may be contested by the Vendor in good faith; or (ii) that existed prior to the date of the Receivership Order (except as otherwise set forth in such Receivership Order).

6.2 Access

- (a) Until the Closing Date, the Vendor shall provide the Purchaser and its Representatives with reasonable access during normal business hours to the Purchased Assets (including the Owned Real Property), the Leased Real Property, the Debtor's yards, corporate offices, laboratories or other places where any of the Purchased Assets (including the Books and Records) are located, and personnel of the Vendor reasonably required by the Purchaser in order to allow for and assist the Purchaser with the inspection of, and the integration and transition of, the Purchased Assets into the Purchaser's overall operations and business and in order to allow for an orderly passing of the Purchased Assets to the Purchaser following Closing in accordance herewith. Without limiting the foregoing, at the Purchaser's request, the Vendor will cooperate in all reasonable respects, at the Purchaser's cost, to introduce Purchaser to the landlords and lessors under the leases for the Leased Real Property and the Leased Equipment so that the Purchaser may negotiate directly with such parties, provided that Vendor shall be copied on all such correspondence, and provided further that nothing in this Section 6.2(a) shall result in additional conditions to Closing or have any impact on the Closing.
- (b) Until the Closing Date, the Purchaser may conduct Phase I environmental site assessments (or Phase II if so recommended pursuant to the Phase I report), environmental compliance investigations, or non-intrusive environmental sampling, testing or investigation of the Owned Real Property and the Leased Real Property during normal business hours without prior Vendor approval; provided, further, the Purchaser may conduct any Phase II or other intrusive environmental sampling, testing or investigation of the Owned Real Property and the Leased Real Property, upon the prior written consent of the Vendor (such consent not to be unreasonably withheld, conditioned or delayed). The Closing Date shall not be conditioned or delayed as a result of any testing contemplated by this Section 6.2(b) not having been completed.
- (c) Notwithstanding Section 6.2(a) or Section 6.2(b), the Purchaser acknowledges that the Vendor will be continuing to operate the Purchased Assets until Closing and, accordingly, that the Purchaser's access to the Purchased Assets, the Owned Real Property and the Leased Real Property before Closing will only be allowed on reasonable notice to the Vendor and on the condition that such access does not unreasonably interfere with or interrupt the operation of the Purchased Assets or the Business and is consistent with Applicable Law.
- (d) The access to the Purchased Assets, the Owned Real Property and the Leased Real Property to be afforded to the Purchaser and its Representatives pursuant to this Section 6.2 will be subject to the Assumed Contracts or the contracts for the Leased Real Property, as applicable, all of the Vendor's health, safety and Environmental rules, policies and procedures and any and all restrictions imposed

by a Governmental Authority. Further, the Purchaser acknowledges and agrees that it shall:

- (i) be solely liable and responsible for any and all Losses and Liabilities which the Vendor or its Representatives may suffer, sustain, pay or incur in; and
- (ii) as a separate covenant, indemnify and save harmless the Vendor and its Representatives harmless from any and all Claims or Losses and Liabilities whatsoever which may be brought against, suffered by or incurred by the Vendor or its Representatives;

in each case, arising out of, resulting from, attributable to or in any way connected with any access provided to the Purchaser or its Representatives pursuant to this Section 6.2(d).

- (e) The Vendor (i) shall not, without the prior written consent of the Purchaser, reject any lease with respect to the Leased Real Property, the Debtor's yards, corporate offices, laboratories or other places where any of the Purchased Assets (including any Books and Records) are located and (ii) shall provide Purchaser with reasonable access during normal business hours to such Leased Real Property, the Debtor's yards, corporate offices, laboratories or other places where any of the Purchased Assets (including any Books and Records) are located, in each case, until sixty (60) days after the Closing Date in order to assist and allow the Purchaser to take possession of the Purchased Assets.

6.3 Possession of Purchased Assets and Expenses for Removal

- (a) If the Closing occurs, the Purchaser shall be responsible for and shall take possession of the Purchased Assets within sixty (60) days at the delivery location(s) specified in Schedule 1.1(nn) (the "**Delivery Locations**") or such other location(s) as the Parties may agree in writing. In addition, Purchaser shall be responsible and pay as and when required:
 - (i) any and all costs of dismantling or removing Purchased Assets from the applicable Delivery Location(s) and/or transporting them to a new location; and
 - (ii) the cost of repairing any damage caused by dismantling or removal of any of the Purchased Assets from the applicable Delivery Location(s) and/or transporting to a new location.
- (b) The Purchaser shall be liable for any and all Claims, Losses and Liabilities whatsoever caused by or in any way arising out of any dismantling or removal of any Purchased Assets from the designated Delivery Locations or any failure to dismantle or remove any Purchased Assets from the designated Delivery Locations. The Purchaser shall indemnify and save harmless the Vendor, its Representatives and their respective officers, directors, employees or other Representatives in respect of and from any and all Claims, Losses and Liabilities that any of them may incur or suffer by reason of any dismantling or removal of any Purchased Assets from the designated Delivery Location(s), or any failure to dismantle or remove any Purchased Assets from the designated Delivery

Location(s). Notwithstanding the foregoing to the contrary, except as expressly assumed under this Agreement, Purchaser shall not be responsible for the payment of any Claims, Losses and Liabilities arising, occurring or relating to the period prior to the Closing Date related to the storage, repair, service, operation or maintenance of the Purchased Assets at such Delivery Location.

6.4 Personal Information

The Vendor and the Purchaser shall at all times:

- (a) use and disclose the Personal Information that forms part of the Purchased Assets, under their or its control solely for the purposes for which the Personal Information was collected or such additional purposes as are permitted or authorized by Applicable Law;
- (b) protect the Personal Information using security safeguards that meet or exceed industry standards, taking into account the sensitivity of the Personal Information; and
- (c) give effect to any withdrawal of consent by the individual to whom the Personal Information relates where the Personal Information was collected with consent.

6.5 Employee Matters

- (a) The Vendor will timely provide to the Purchaser such information, including Personal Employee Information, with respect to the relevant Employees being considered as potential Transferred Employees as may be reasonably required for the Purchaser to comply with its obligations under this Section 6.5.
- (b) The Vendor agrees that, during the period between execution of this Agreement and the Effective Time, the Purchaser shall have the right, but not the obligation, to meet with and engage in discussions with Employees, consultants and contractors regarding potential employment and contracting opportunities with the Purchaser following the Effective Time. If the Purchaser elects to meet with any of the Employees, consultants or contractors, the Vendor will provide to the Purchaser any necessary information in the Vendor's possession, including Personal Employee Information, as the Purchaser may reasonably request relating to the relevant Employees, consultants or contractors, subject to compliance with Applicable Laws.
- (c) At least ten (10) days prior to the Effective Time, the Purchaser shall deliver to the Vendor a list of the Employees to whom it will make offers of employment, which must be at least the minimum number to avoid creating any obligation under the WARN Act on the part of the Vendor, and Purchaser shall continue to employ at least the minimum number of Employees for the minimum duration necessary to avoid creating any obligations under the WARN Act on the part of the Vendor. At least ten (10) days prior to the Effective Time, and subject to Section 6.5(d), the Purchaser shall make written offers of employment to such Employees, which shall: (i) not recognize the length of service of any Employee with any of the Debtors except as may be required, and then only to the minimum extent required, by Applicable Laws or as required by the terms of any labour agreements that are

Assumed Contracts, (ii) be conditional upon Closing, and (iii) be effective as of the Effective Time.

- (d) The Purchaser agrees to provide the Vendor with the proposed forms of written offers of employment to be made to the selected Employees and referenced in Section 6.5(c) at least five (5) days prior to providing such written offers of employment and agrees to act reasonably in considering any comments provided by the Vendor in respect of such offers.
- (e) At least five (5) days prior to the Effective Time, the Purchaser shall deliver to the Vendor a list of those selected Employees who have accepted the written offers of employment pursuant to Section 6.5(b). Those Employees who accept such offers and actually commence employment with Purchaser or one of its Affiliates immediately following the Effective Time are referred to herein as the "**Transferred Employees.**"
- (f) Except as set forth in Section 6.5(g), the Vendor shall be responsible for all Losses and Liabilities, Claims, penalties and assessments relating to the employment or termination thereof of all Employees howsoever and whenever arising, including claims for severance or wrongful termination related to their employment with any of the Debtors prior to the Effective Time.
- (g) The Purchaser shall be responsible for and indemnify the Vendor in respect of all Losses and Liabilities, Claims, penalties and assessments relating to the employment of the Transferred Employees by the Purchaser on and after the Effective Time or the termination of employment of such Transferred Employees by the Purchaser, including claims for severance or wrongful termination arising with respect to such Transferred Employees after the Effective Time.

6.6 Privacy Laws

- (a) Each Party shall, and shall ensure that its Representatives shall, comply with Applicable Privacy Law in the course of their collection, use and disclosure of Transaction Personal Information pursuant to this Agreement.
- (b) Each Party agrees that the collection, use and disclosure of Transaction Personal Information is necessary for the purposes of determining if the Parties will proceed with the Transaction and completing the Transaction.
- (c) The Purchaser shall, and shall ensure that its Representatives shall, not use Transaction Personal Information for any purposes other than those related to evaluation of the Transaction and/or the completion of the Transaction.
- (d) If the Transaction proceeds, neither the Purchaser nor any of its Representatives shall, after Closing, without the consent of the individuals to whom such Personal Information relates, or as otherwise permitted or required by Applicable Law, use or disclose Transaction Personal Information for purposes other than those for which such Transaction Personal Information was originally collected prior to Closing.

- (e) In the event of the successful completion of the Transaction, the Purchaser, if and only to the extent required by Applicable Privacy Law that governs the Personal Information of individuals whose Personal Information has become Transaction Personal Information, shall notify such individuals that a business transaction has taken place and that their Personal Information was disclosed by the Vendor to the Purchaser for the purposes of this Agreement.
- (f) If this Agreement is terminated as provided herein, the Purchaser shall promptly destroy all Transaction Personal Information in its possession or in the possession of its Representatives, including all copies, reproductions, summaries or extracts thereof.
- (g) The Purchaser shall use commercially reasonable efforts to protect and safeguard the Transaction Personal Information including to protect the Transaction Personal Information from loss or theft, or unauthorized access disclosure, copying, use, modification, disposal or destruction and promptly advise the Vendor should any such loss, theft or unauthorized activity occur prior to the completion of the Transaction.

6.7 Intellectual Property

Within ten (10) Business Days of entering into this Agreement, the Vendor shall provide the Purchaser with a report of the current status of all applications, filings and proceedings, if any, to protect or preserve the Vendor's interest in the Intellectual Property.

6.8 Books and Records

- (a) From and after the Effective Time, the Purchaser shall provide the Debtors, the Vendor and their respective Representatives with (a) reasonable access to the Books and Records and personnel of the Purchaser reasonably required by the Debtors, the Vendor and their respective Representatives, as applicable, in order to allow for an orderly passing of the Purchased Assets to the Purchaser following Closing in accordance herewith, and (b) copies of any Books and Records that the Vendor or the Debtors are required by Applicable Law to retain in its or their possession.
- (b) From and after the date hereof, the Vendor shall not, and shall cause the Employees, consultants or advisors of any of the Debtors' or Vendor to not, without the prior written consent of the Purchaser, remove any Books and Records from their current location, except to deliver such Books and Records to the Vendor as receiver and manager of the property of the Debtors.

6.9 Misdirected Payments

From and after the Closing, in the event any the Vendor or the Debtors receive any payments on account of any Purchased Asset, or credits or refunds that the Vendor is otherwise entitled to pursuant to this Agreement, the Vendor or the Debtors, as applicable, will promptly notify the Purchaser and remit the same over to the Purchaser within five (5) Business Days of receipt of such payments.

6.10 Transition Services Agreement

At the request of the Purchaser prior to the Closing Date, the Parties shall enter into a transition services agreement, in form and substance satisfactory to the Parties, acting reasonably, to provide for the transition of the Purchased Assets into the Purchaser's overall operations and business and to allow for an orderly passing of the Purchased Assets to the Purchaser following Closing; provided, that the term of such transition services agreement shall end on the date that is thirty (30) days following Closing, unless otherwise agreed to by the Parties in writing.

6.11 Title Certificates for US Leased Vehicles

As soon as reasonably practicable following the effective transfer or assignment of all right, title and interest in and to each of the US Leased Vehicles to the Purchaser, the Vendor shall deliver or shall cause to be delivered to the Purchaser a Certificate of Title for each such US Leased Vehicle.

ARTICLE 7 CONDITIONS OF CLOSING

7.1 Mutual Conditions

The respective obligations of the Parties to complete the Transaction are subject to the following conditions being fulfilled or performed at or prior to the Closing Time:

- (a) the Courts have granted the Approval and Vesting Orders, and each shall be a Final Order;
- (b) all necessary waivers, consents and/or approvals of Governmental Authority, if any, for completion of the Transaction has been obtained;
- (c) no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable order or law which has the effect of: (i) making the Transaction contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the consummation the Transaction; and
- (d) the Closing is not otherwise prohibited by Applicable Law.

The foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may be asserted by the Vendor or the Purchaser regardless of the circumstances and may be waived only with the written agreement of both the Vendor and the Purchaser.

7.2 Conditions for the Benefit of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed as at or prior to the Closing Time:

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true and correct in all material respects as at the Closing Time with the same force and effect as if made at and as of such time;
- (b) the Vendor has complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement that are contemplated to be performed at or prior to the Closing;

- (c) the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 8.2 hereof; and
- (d) the US Approval and Vesting Order shall authorize the Vendor to assign to Purchaser, and Purchaser to assume, the Assumed Contracts (other than Unassignable Contracts) pursuant to Section 365 of the US Bankruptcy Code and shall bar counterparties to the Assumed Contracts (other than Unassignable Contracts) from asserting any objection to the assignment to and assumption by Purchaser of the Assumed Contracts from and after the Effective Time.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have. If any of the said conditions have not been complied with or waived by the Purchaser at or before the Closing Time, the Purchaser may terminate this Agreement by written notice to the Vendor and promptly receive a full refund of the Deposit together with all interest accrued thereon to such date.

7.3 Conditions for the Benefit of the Vendor

The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed as at or prior to the Closing Time:

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects as at the Closing Time with the same force and effect as if made at and as of such time, and the Purchaser shall have delivered to the Vendor a certificate to that effect in form and substance satisfactory to the Parties, acting reasonably;
- (b) the Purchaser has complied with and performed in all material respects all of its covenants and obligations contained in this Agreement; and
- (c) the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated in Section 8.3 hereof.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have. If any of the said conditions have not been complied with or waived by the Vendor at or before the Closing Time, the Vendor may terminate this Agreement by written notice to the Purchaser.

7.4 Satisfaction of Conditions

Each of the Parties shall proceed diligently and in good faith and use all commercially reasonable efforts to fulfil and assist in the fulfillment of the conditions set forth in Sections 7.1, 7.2 and 7.3. In addition, each of the Parties agrees not take any action that could reasonably be expected to preclude, delay or have an adverse effect on the Transaction or would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect.

7.5 Co-operation in Filing of Tax Returns

The Purchaser agrees to provide to the Vendor all commercially reasonable cooperation following the Closing Date in connection with the filing of Tax Returns of the Vendor in respect of which the Books and Records delivered to the Purchaser pursuant to this Agreement are relevant.

ARTICLE 8 CLOSING

8.1 Closing Date and Place of Closing

Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date. The completion of the Transaction shall take place upon the exchange of signatures electronically or otherwise at the Closing Time or at such other time as the Parties may agree in writing.

8.2 Deliveries on Closing by the Vendor

The Vendor shall deliver or cause to be delivered to the Purchaser at the Closing Time:

- (a) a certified copy of the Approval and Vesting Orders;
- (b) the Assignment and Assumption Agreement, duly executed by the Vendor;
- (c) the General Conveyance, duly executed by the Vendor;
- (d) any Specific Conveyances, requested by the Purchaser, acting reasonably, each in form and substance satisfactory to the Parties, acting reasonably, as executed by the Vendor, including without limitation, a Special Warranty Deed with respect to the Owned Real Property duly executed by the Debtor or Vendor to the extent authorized in recordable form by the Vesting Orders;
- (e) the Transition Services Agreement, duly executed by the Vendor, if applicable;
- (f) the Books and Records (including the Personal Employee Information for the Transferred Employees) in the possession of the Vendor (wheresoever located);
- (g) the Receiver's Certificate, duly executed by the Vendor;
- (h) a certificate prepared in accordance with Treasury Regulations Section 1.1445-2(b) certifying that each Debtor that holds an interest in real property located in the US is not a foreign Person within the meaning of Section 1445 of the Code, duly executed by each such Debtor;
- (i) forms of release for the liens and security interests set forth in Schedule 8.2(i), duly executed by the Vendor;
- (j) Personal Employee Information for the Transferred Employees; and
- (k) such further and other documents as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement, including any documents required under the Applicable Laws of the State of Texas.

8.3 Deliveries on Closing by the Purchaser

The Purchaser shall deliver to the Vendor at the Closing Time:

- (a) the Closing Payment as contemplated by Sections 3.3(a);
- (b) the Assignment and Assumption Agreement, duly executed by the Purchaser;
- (c) the General Conveyance, duly executed by the Purchaser;
- (d) the Transition Services Agreement, duly executed by the Purchaser, if applicable;
- (e) the certificate of the Purchaser referred to in Section 7.3(a);
- (f) any Specific Conveyances, requested by the Vendor, acting reasonably, each in form and substance satisfactory to the Parties, acting reasonably, duly executed by the Purchaser; and
- (g) such further and other documents as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

8.4 Risk and Insurance

The risk of loss of the Purchased Assets shall remain with the Vendor until the Closing Time. Upon Closing, all title and risk in respect to Purchased Assets shall pass to the Purchaser effective as of the Effective Time. Any property, liability and other insurance maintained by the Vendor shall not be transferred upon Closing but shall remain the responsibility of the Vendor until the Closing Time. The Purchaser shall be responsible for placing its own property, liability and other insurance coverage with respect to the Purchased Assets in respect of the period from and after the Closing Time.

**ARTICLE 9
INDEMNITY AND HOLDBACK**

9.1 Indemnification Given by Purchaser

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor for; and
- (b) as a separate covenant, indemnify the Vendor and its Representatives from and against;

the Assumed Liabilities and all Losses and Liabilities suffered, sustained, paid or incurred by any of them to the extent first arising or accruing on or after the Effective Time and which relate to the Purchased Assets, including all Losses and Liabilities attributable to the ownership, operation, use, construction or maintenance of the Purchased Assets first arising or accruing on or after the Effective Time. The Purchaser's indemnity obligation set forth in this Section 9.1 shall survive the Closing Date for a period of two (2) years following the Closing Date.

9.2 Holdback Against Vendor

- (a) If Closing occurs, the Vendor shall be liable to the Purchaser for, and as a separate covenant, cause the estate of the Debtors to holdback up to an amount equal to \$1,000,000.00 from and against all Losses and Liabilities suffered, sustained, paid or incurred by the Purchaser and which relate to:
 - (i) the Excluded Assets and the Excluded Liabilities, including all Losses and Liabilities attributable to the ownership, operation, use, construction or maintenance of the Excluded Assets; and
 - (ii) any breach by the Vendor of its covenants in Section 6.1 or its agreement in Section 2.1 to sell, assign and transfer the Purchased Assets free and clear of all Encumbrances and Claims (other than Permitted Encumbrances or Assumed Liabilities pursuant to this Agreement).
- (b) The holdback obligation set forth in this Section 9.2 shall survive for a period of ninety days (90) days following the Closing Date.

9.3 Limitation on the Estate of the Debtors' Liability

Notwithstanding anything to the contrary contained in this Agreement, the estate of the Debtors' shall not be required to holdback for claims by the Purchaser for aggregate Losses and Liabilities in excess of an amount equal to \$1,000,000.

9.4 Third Party Claims

- (a) If either Party (the "**Claiming Party**") receives notice of the commencement or assertion of any Third Party Claim for which the other Party (the "**Responding Party**") may be liable pursuant to this Agreement, the Claiming Party shall give the Responding Party reasonably prompt notice thereof, but in any event no later than ten (10) days after receipt of such notice of such Third Party Claim. Such notice to the Responding Party shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount (or the method of computation of the amount) of the Losses and Liabilities that has been or may be sustained by the Claiming Party, and a reference to the provisions of this Agreement upon which such Third Party Claim is based.
- (b) The Responding Party may participate in the defence of any Third Party Claim by giving notice to that effect to the Claiming Party not later than ten (10) days after receiving notice of that Third Party Claim so long as: (i) the Responding Party first acknowledges to the Claiming Party, in writing, that the outcome of such Third Party Claim does not alter or diminish the Responding Party's obligation to indemnify the Claiming Party pursuant to this Agreement, subject to the Responding Party's right to contest in good faith the Third Party Claim; and (ii) the Responding Party participates in the defence of the Third Party Claim actively and diligently. The Responding Party's right to do so shall be subject to the rights of any insurer or other Third Party who has potential liability in respect of that Third-Party Claim. The Responding Party shall pay all of its own expenses of participating in or assuming such defence. The Claiming Party shall cooperate in good faith in the defence of each Third-Party Claim and may participate in such defence assisted by counsel of its own choice at its own expense.

- (c) If the Claiming Party has not received notice within the notice period that the Responding Party has elected to participate in the defence of such Third Party Claim, or if the Responding Party has given such notice but thereafter fails to conduct such defence of such Third Party Claim, the Claiming Party may, at its option, elect to settle or compromise the third Party Claim on terms of its choosing, or assume such defence assisted by counsel of its own choosing, and the Responding Party shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any Losses and Liabilities suffered or incurred by the Claiming Party with respect to such Third Party Claim.

9.5 Exclusive Remedy

From and after Closing, each of the Parties acknowledges and agrees that, except for actual fraud, its sole and exclusive remedy with respect to any and all Losses and Liabilities pursuant to or in connection with this Agreement, the purchase of the Purchased Assets and the sale of the Purchased Assets by the Vendor or otherwise in connection with the transactions contemplated hereby and the Purchased Assets shall be limited to Section 2.4, Section 3.2, Section 3.5, Section 3.7, Section 6.2, Section 6.3, Section 6.5 and Article 9.

9.6 No Merger

There shall not be any merger of any liability or indemnity hereunder in any assignment, conveyance, transfer or document delivered pursuant hereto notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived.

9.7 Indemnification Payments

All indemnification payments shall constitute adjustments to the Purchase Price for all Tax purposes, shall be applied against or to the Purchased Assets to which such indemnification payment most closely relates and the Vendor and Purchaser shall not take a position inconsistent with such allocation.

ARTICLE 10 TERMINATION

10.1 Termination

This Agreement may be terminated at any time prior to Closing:

- (a) by the mutual written consent of the Parties hereto;
- (b) by the Purchaser upon written notice to the Vendor, if the Vendor breaches any of the material obligations, covenants, representations and warranties under this Agreement, and such breach not having been cured within five (5) Business Days of written notice of such material breach being given by the Purchaser to the Vendor;
- (c) by the Vendor upon written notice to the Purchaser, if the Purchaser breaches any of the material obligations, covenants, representations and warranties under this Agreement, and such breach not having been cured within five (5) Business Days

of written notice of such material breach being given by the Vendor to the Purchaser;

- (d) by the Purchaser upon written notice to the Vendor if the conditions for the benefit of the Purchaser pursuant to the provisions of Section 7.2 are not satisfied or waived by or on the Closing Date;
- (e) by the Vendor upon written notice to the Purchaser if the conditions for the benefit of the Vendor pursuant to the provisions of Section 7.3 are not satisfied or waived by or on the Closing Date; and
- (f) by either the Vendor or Purchaser upon written notice if Closing does not occur on or before September 15, 2020 (the "**Outside Date**"),

provided that a Party shall not be permitted to exercise of purport to exercise any right of termination pursuant to this Section 10.1 if the event or circumstances giving rise to that right is due to a breach of this Agreement by that Party.

10.2 Effect of Termination

Notwithstanding any termination of this Agreement by the Vendor or the Purchaser as permitted under Section 10.1, the provisions of Sections 1.1, 1.2, 3.2, 5.4, 6.4, 6.6, 9.1, 9.2(a), 9.6, 10.1, 10.2, 11.1, 11.4, 11.5, 11.11, 11.14, 11.15 and 11.16 shall remain in full force and effect following any such permitted termination of this Agreement.

ARTICLE 11 MISCELLANEOUS

11.1 Public Announcements

- (a) Subject to Section 11.1(b) and 11.1(c), if a Party intends to issue a press release or other public disclosure of this Agreement, the terms hereof or the Transaction, the disclosing Party shall provide the other Party with an advance copy of any such press release or public disclosure with sufficient time to enable the other Party to review such press release or other public disclosure and provide any comments. The disclosing Party shall not issue such press release or other public disclosure without the prior written consent of the other Party, such consent not to be unreasonably withheld, delayed or conditioned.
- (b) Notwithstanding Section 11.1(a), this Agreement may be filed by the Vendor with the Alberta Court and/or the US Court and the Transaction may be disclosed by the Vendor to the Alberta Court and/or the US Court, subject to redacting confidential/sensitive information or sealing (as mutually determined by the Purchaser and the Vendor acting reasonably) as permitted by Applicable Law and rules. The Parties further agree that:
 - (i) the Vendor may prepare and file reports and other documents with the Alberta Court and/or the US Court, as applicable, containing references to the Transaction and the terms of such Transaction; and

- (ii) the Vendor and its Representatives may prepare and file such reports and other documents with the Alberta Court and/or the US Court containing references to the Transaction contemplated by this Agreement and the terms of such Transaction as may reasonably be necessary to obtain the Court Approvals and to complete the Transaction contemplated by this Agreement or to comply with their obligations to the Alberta Court and the US Court.
- (c) Notwithstanding Section 11.1(a), where public disclosure of this Agreement, the terms hereof or the Transaction is, in the opinion of such Party, required by Applicable Law or a Governmental Authority, except where compliance with Applicable Laws or stock exchange rules would not permit the Party required to make the disclosure to do so, the Party required to make the disclosure shall:
 - (i) use commercially reasonable efforts to provide the other Parties with a draft of any such proposed public, announcement or press release at least twenty-four (24) hours prior to the proposed release thereof; and
 - (ii) to the extent reasonably possible, incorporate any reasonable amendments to the proposed public announcement or press release that one or more of the other Parties request sufficiently prior to the release thereof in order for the Party making such public announcement or press release to review and evaluate such proposed amendments.

11.2 Specific Conveyances

No Specific Conveyance shall confer or impose upon a Party any greater right or obligation than contemplated in this Agreement. The Purchaser may prepare Specific Conveyances which it reasonably wishes to have executed and shall provide same to the Vendor for its review and execution in a timely fashion prior to the Closing Time. The Purchaser shall, as applicable, register and/or distribute all Specific Conveyances and all costs and fees, including making all deposits and providing all assurances and security of every nature and kind required in connection with the distribution and registration of the Specific Conveyances and the conveyance, transfer and assignment of the Purchased Assets to the Purchaser and the recognition of the Purchaser as the holder thereof shall be for the account of the Purchaser.

11.3 Obligations to Survive

With the exception of the representations and warranties of the Parties contained in Section 5.1 and 5.2 (which shall not survive the Closing of the purchase and sale of the Purchased Assets pursuant to this Agreement and shall expire and be terminated and extinguished upon Closing), notwithstanding the Closing contemplated hereunder or the delivery of documents pursuant to this Agreement, the obligations, covenants, representations and warranties of the Parties set out in this Agreement shall survive Closing, shall remain in full force and effect, shall not merge as a result of Closing and shall be binding on the Parties thereafter.

11.4 Governing Law

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such

interpretation or enforcement to the laws of another jurisdiction). Each Party irrevocably submits to the exclusive jurisdiction of the Alberta Court with respect to the resolution of any dispute arising from this Agreement.

- (b) Notwithstanding Section 11.4(a), any and all documents or orders that may be filed, made or entered in the Receivership Proceedings or Chapter 15 Proceedings, and the rights and obligations of the Parties thereunder, including all matters of construction, validity and performance thereunder, shall in all respects be governed by, and interpreted, construed and determined in accordance with the laws of the Province of Alberta or the US Bankruptcy Code, as applicable, without regard to the conflicts of law principles thereof. The Parties consent to the jurisdiction and venue of the Alberta Court or the US Court, as applicable, for the resolution of any such disputes, regardless of whether such disputes arose under this Agreement. Each Party agrees that service of process on such Party as provided in Section 11.12 shall be deemed effective service of process on such Party.

11.5 Consequential Damages

Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any punitive, exemplary, consequential, incidental or indirect damages (including for greater certainty, any loss of profits) (collectively, "**Consequential Damages**") that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transaction.

11.6 Further Assurances

Each of the Parties hereto from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

11.7 No Assignment by Purchaser

The Purchaser shall not, without the Vendor's prior written consent, assign any right or interest in this Agreement, which consent may be withheld in the Vendor's sole and absolute discretion, except that the Purchaser shall have the right to assign any or all of its rights, interests or obligations hereunder to one or more Affiliates of the Purchaser, provided that such Affiliate agrees to be bound by the terms of this Agreement and provided that the Purchaser shall remain liable hereunder for any breach of the terms of this Agreement by such Affiliate. The Vendor shall not assign any right or interest in this Agreement.

11.8 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the

authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

11.9 Amendment

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

11.10 Time of the Essence

Time is of the essence in this Agreement.

11.11 Costs and Expenses

Each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the Transaction.

11.12 Notices

Any notice, demand or other communication required or permitted to be given to any Party shall be given in writing and addressed as follows:

- (a) in the case of the Vendor:

Ernst & Young Inc.
Calgary City Centre
2200, 215 — 2nd Street S.W.
Calgary, AB Canada T2P 1M4

Attention: Peter Chisholm, Partner and Senior Vice President
Email: peter.chisholm@ca.ey.com

- (b) with a copy to:

Blake, Cassels & Graydon LLP
Suite 3500, 855 – 2nd Street SW
Calgary, AB T2P 4J8

Attention: Kelly J. Bourassa / Garrett Morin
Email: kelly.bourassa@blakes.com / garrett.morin@blakes.com

- (c) In the case of the Purchaser:

Stage 3 Separation, LLC
2000 Silber Road
Houston, TX 77055

Attention: Frederick R. Lausen, Jr.
Email: fred@s3s.com

(d) And with a further copy to the Purchaser's Solicitors:

King & Spalding LLP
1100 Louisiana Street
Suite 4000
Houston, TX 77002

Attention: Carol M. Burke
Email: cburke@kslaw.com

A notice is deemed to be given and received if: (i) sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (prevailing local time in place of receipt) and otherwise on the next Business Day; or (ii) sent by email, on the date of transmission if it is a Business Day and the transmission was made prior to 5:00 p.m. (prevailing local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice to that Party. The failure to send a copy of a notice to legal counsel does not invalidate delivery of that notice to a Party.

11.13 Enurement

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

11.14 Third Party Beneficiaries

Except as otherwise provided for in Section 2.3 each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns.

11.15 Severability

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

11.16 Entire Agreement

This Agreement and the documents contemplated in Section 8.2 and Section 8.3 hereof constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement and the documents contemplated in Section 8.2 and Section 8.3

hereof. In the event of a conflict between this Agreement and any of the documents contemplated in Section 8.2 and Section 8.3 hereof, the terms of this Agreement shall prevail.

11.17 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or other electronic means (such as an email exchange of .pdf, .tif or similar files) of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

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

IN WITNESS WHEREOF this Agreement has been properly executed by the Parties as of the date first above written.

ERNST & YOUNG INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY

Per: _____

Name: *Peter Christolm*
Title: *Senior Vice President*

STAGE 3 SEPARATION, LLC

Per: _____

Frederick R. Lausen, Jr.,
President and Chief Executive Officer

DISCLOSURE SCHEDULES

TO THE

ASSET PURCHASE AND SALE AGREEMENT

Executed as of August 10, 2020,

By and Among

ERNST & YOUNG INC.,

**IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE
ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS
SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and
BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY**

and

STAGE 3 SEPARATION, LLC

Schedule 1.1(k)

Assumed Contracts

1. Environmental Solutions Division Customer Contracts:

- a. All ES Contracts listed in Datasite Folder 3.3 (and its corresponding subfolders) as of Saturday, August 1, 2020.
- b. Order Sheet Environmental Solutions between Brintel and BOS Environmental Solutions, Order No. AP-BRIN01-001-OS, dated 2/1/2020, as more specifically set forth at Datasite Item 3.7.4 as of Saturday, August 1, 2020.
- c. Order Sheet Environmental Solutions between Brintel and BOS Environmental Solutions, Order No. AP-BRIN01-002-OS, dated 2/1/2020, as more specifically set forth at Datasite Item 3.7.5 as of Saturday, August 1, 2020.

2. Oil & Gas Customer MSAs and Call Sheets:

- a. All O&G Contracts, MSAs, and Call Sheets listed in Datasite Folder 3.2 (and its corresponding subfolders) as of Saturday, August 1, 2020.

3. Chesapeake Tunnel (in Datasite Folder 3.3.1.1).

4. Malcolm/Clearwater (in Datasite Folder 3.3.1.2).

5. Granite/Navy (in Datasite Folder 3.3.1.3).

6. Nahanni/Kitimat (in Datasite Folder 3.3.2.8).

7. Project Labor Agreement (at Datasite Item 2.2.6) applicable to the Joint Water Pollution Control Plant Effluent Outfall Tunnel Project in Los Angeles (and any of the applicable Master Labor Agreements thereunder) (at Datasite Items 3.3.1.2.5 and 3.3.1.2.8).

8. Employment Agreement between BOS Solutions Inc. and Rick L. Garland, dated May 31, 2013.

- a. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated March 7, 2017.
- b. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated June 26, 2017.
- c. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated September 21, 2017.
- d. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated May 1, 2018.
- e. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated March 9, 2019.
- f. Temporary Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated April 1, 2020.

9. Vehicle Lease Agreements:

- a. Diversified Services Agreement No 5524 by and between Element Fleet Management Inc. and BOS Solutions Ltd. dated January 21, 2016.
 - b. Motor Vehicle Open-End Lease Agreement No 5524 by and between Element Fleet Management Inc. and BOS Solutions Ltd. dated January 21, 2016, as modified by that certain Fixed Rate Supplement dated January 21, 2016.
 - c. Vehicle Lease Agreement, by and between Emkay Canada Leasing Corp. and BOS Solutions Ltd. dated as of March 4, 2014.
- 10. All Assumed Contracts that comprise Assumed Liabilities, as incorporated by reference Schedule 2.3.**

Schedule 1.1(nn)**Equipment, Capital Spares, and Delivery Locations****Equipment:**

All the Equipment set forth in Datasite Folder Item 5.1.6 as of Saturday, August 1, 2020, including but not limited to the vehicles listed below:

District Name	Last confirmed physical location	Asset Status	Asset ID	Asset description	Asset Class ID	Original in service date
BOS Inc	Houston	AVAILABLE	USA-766	2019 CHEVROLET SILVERADO 2500 4WD, VIN: 1GCYDE09KZ109312	VEHICLES	4/1/2019
BOS Inc	Midland Yard	AVAILABLE	PA LOADER-02	LOADERS-TX-MIDLAND	LOADERS	7/11/2014
BOS Inc	Midland Yard	AVAILABLE	USA-323	2012 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCPKSE73CG135760	VEHICLES	12/1/2011
BOS Inc	Midland Yard	AVAILABLE	USA-328	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CGXCZ123915	VEHICLES	2/1/2012
BOS Inc	Midland Yard	AVAILABLE	USA-590	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVC6DZ352560	VEHICLES	4/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-609	2015 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6FZ101421	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-610	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKREC4EG518411	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-612	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC5EG413038	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-618	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KVEG4FZ114738	VEHICLES	8/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-626	2015 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6FZ122124	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-630	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC0EG437781	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-631	2015 CHEVROLET SILVERADO 2500 CREW, VIN: 1GB1KUEG3FF151050	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-633	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVC6DZ387233	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-638	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG0FZ133255	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-639	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG6FZ133292	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-640	2015 GMC SIERRA 2500HD, VIN: 1GT22YEGXFZ133585	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-641	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG4FZ133386	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-652	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVC6DZ361709	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-653	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVC6DZ296727	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-654	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KUEG6FZ134457	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-660	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501550	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-662	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG7FZ501117	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-667	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG4FZ501110	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-668	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG7FZ501523	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-670	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501242	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-673	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG3FZ500983	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-674	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501158	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-675	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG6FZ501755	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-676	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG1FZ501405	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-677	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG6FZ501545	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-679	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG6FZ501660	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-680	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG3FZ501745	VEHICLES	10/31/2014
BOS Inc	Midland Yard	AVAILABLE	USA-681	2016 GMC SIERRA 2500 4WD, VIN: 1GT22SE6G3GZ199202	VEHICLES	11/1/2016
BOS Inc	Midland Yard	AVAILABLE	USA-684	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG8FZ501269	VEHICLES	10/20/2014
BOS Inc	Midland Yard	AVAILABLE	USA-685	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ166700	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-686	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG8HZ154176	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-687	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG6HZ153849	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-688	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG4HZ244161	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-689	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ247129	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-690	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9HZ246990	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-691	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8HZ243532	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-692	2017 GMC SIERRA 2500 4WD, VIN: 1GT22REG2HZ166976	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-696	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG5HZ157259	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-697	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG8HZ150645	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-701	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG9HZ204235	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-702	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5HZ174914	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-703	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG1HZ263814	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-704	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG6HZ166613	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-715	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ292678	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-716	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9HZ289337	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-717	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ290241	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-718	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG2HZ296856	VEHICLES	6/30/2017

BOS Inc	Midland Yard	AVAILABLE	USA-719	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ298549	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-720	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ306455	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-721	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8HZ298868	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-722	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7HZ287621	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-733	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6HZ357478	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-734	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG0HZ369254	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-735	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG9HZ379827	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-736	2017 GMC SIERRA 2500 4WD, VIN: 1GT22REG0HZ400015	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-737	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ391621	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-738	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG2HZ392552	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-739	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG0HZ369416	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-740	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG1HZ356867	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-741	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG2HZ388386	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-742	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5HZ366589	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-752	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6JZ150157	VEHICLES	12/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-754	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9JZ153621	VEHICLES	12/31/2017
BOS Inc	ND SHOP	AVAILABLE	USA-162	2011 GMC SIERRA 2500 4WD, VIN: 1GT22ZCG7BZ329471	VEHICLES	5/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-235	2011 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4BZ412223	VEHICLES	10/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-265	2011 GMC SIERRA 2500HD SLE, VIN: 1GT220CGXBZ413103	VEHICLES	10/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-274	2011 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6BZ424888	VEHICLES	10/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-326	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG0CZ129822	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-335	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG8CZ124593	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-337	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6CZ124043	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-339	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG0CZ117198	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-340	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG2CZ121186	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-375	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4CZ325472	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-376	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG7CZ318791	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-377	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG1CZ323498	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-379	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG8CZ320856	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-388	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG1DZ103652	VEHICLES	10/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-392	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ103380	VEHICLES	10/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-443	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4DZ361017	VEHICLES	6/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-456	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ360815	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-460	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG9DZ385989	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-468	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG3DZ387415	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-470	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KXCGXDZ322506	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-475	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG3DZ387530	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-489	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG0DZ411749	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-490	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6DZ409049	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-491	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG7DZ412803	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-493	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG3DZ410644	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-501	2013 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTP2WE75DG321051	VEHICLES	10/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-555	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC3EG122764	VEHICLES	12/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-560	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG1DZ354409	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-561	2013 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KVCG7DZ356004	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-562	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG0DZ362484	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-564	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG2DZ365276	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-586	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG8DZ387715	VEHICLES	2/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-588	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG8DZ353725	VEHICLES	2/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-591	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVCG9DZ409513	VEHICLES	4/1/2014

BOS Inc	NO SHOP	AVAILABLE	USA-592	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVCXGDXDZ409813	VEHICLES	4/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-594	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVCXG3DZ243053	VEHICLES	4/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-636	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG1FZ129182	VEHICLES	9/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-637	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG2FZ128493	VEHICLES	9/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-642	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG0FZ133370	VEHICLES	9/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-643	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVCXG8DZ363429	VEHICLES	9/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-663	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG1FZ501131	VEHICLES	11/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-669	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG9FZ500874	VEHICLES	11/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-672	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501760	VEHICLES	11/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-682	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ210471	VEHICLES	3/31/2017
BOS Inc	NO SHOP	AVAILABLE	USA-683	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG0HZ243718	VEHICLES	3/31/2017
BOS Inc	NO SHOP	AVAILABLE	USA-694	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG3HZ255181	VEHICLES	3/31/2017
BOS Inc	NO SHOP	AVAILABLE	USA-706	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEGXHZ309465	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-707	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ308014	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-708	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ309498	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-709	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ309530	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-710	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8HZ305995	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-711	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ310876	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-712	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7HZ312131	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-713	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ307809	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-714	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG0HZ307868	VEHICLES	6/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-408	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6CZ325893	VEHICLES	10/1/2012
BOS Inc	PA Yard	AVAILABLE	USA-415	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG8DZ131044	VEHICLES	10/1/2012
BOS Inc	PA Yard	AVAILABLE	USA-417	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6DZ130054	VEHICLES	10/1/2012
BOS Inc	PA Yard	AVAILABLE	USA-467	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKSEC3EG126124	VEHICLES	8/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-474	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG2DZ386014	VEHICLES	8/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-498	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4DZ409387	VEHICLES	9/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-499	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ412167	VEHICLES	9/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-533	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKREC2EG217992	VEHICLES	1/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-566	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC9EG172231	VEHICLES	12/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-569	2014 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCUKREC7EG284622	VEHICLES	1/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-567	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKREC2EG241354	VEHICLES	1/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-615	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KVEG2FZ112194	VEHICLES	8/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-619	2015 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVEG7FZ127967	VEHICLES	8/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-623	2015 GMC SIERRA 2500HD, VIN: 1GT22XEG2FZ127760	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-626	2015 GMC SIERRA 2500HD, VIN: 1GT22XEGXFZ107031	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-627	2015 GMC SIERRA 2500HD, VIN: 1GT22XEG5FZ121242	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-634	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVCXG1DZ353695	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-635	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC7EG467456	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-649	2015 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6FZ122852	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-655	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KUEG9FZ106127	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-656	2015 GMC SIERRA 2500, VIN: 1GT22XEG8FZ137889	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-698	2016 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC1KUEG6GF151198	VEHICLES	3/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-699	2016 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC1KUEG7GF160931	VEHICLES	3/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-700	2016 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC1KUEG9GF162003	VEHICLES	3/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-743	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ362170	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-744	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7JZ136106	VEHICLES	12/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-745	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5HZ276049	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-746	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ281900	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-747	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG0JZ120393	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-748	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9JZ176266	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-749	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG4HZ188574	VEHICLES	12/1/2017

BOS Inc	RV Shop	AVAILABLE	USA-582	2014 CHEVROLET SILVERADO 2500 HD LT, VIN: 1GC1KVC64EF189454	VEHICLES	3/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-604	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC7EG516676	VEHICLES	9/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-611	2015 GMC SIERRA 2500, VIN: 1GT22XEG9FZ121860	VEHICLES	9/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-671	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG1FZ501646	VEHICLES	11/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-693	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG6H2161859	VEHICLES	3/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-695	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG0H2151787	VEHICLES	3/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-705	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ310800	VEHICLES	6/1/2017
BOS Inc	RV Shop	AVAILABLE	USA-723	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ310032	VEHICLES	6/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-724	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ299765	VEHICLES	6/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-725	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG4HZ311132	VEHICLES	6/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-726	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6H210951	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-727	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6H2381098	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-728	2017 CHEVROLET SILVERADO 2500HD EXT, VIN: 1GC2KUEG3HZ382707	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-729	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG2HZ380322	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-730	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG4HZ385313	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-731	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG4HZ382864	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-732	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG9H2398669	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-750	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7JZ151527	VEHICLES	12/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-751	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8JZ150483	VEHICLES	12/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-753	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1JZ171272	VEHICLES	12/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-755	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5JZ156659	VEHICLES	12/31/2017
BOS Inc	Texas	AVAILABLE	USA-319	2012 CHEVROLET SILVERADO 1500 4WD, VIN: 1GCPKSE7XCF112428	VEHICLES	1/1/2012
BOS Inc	Texas	AVAILABLE	USA-367	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG1CZ319192	VEHICLES	8/1/2012
BOS Inc	Texas	AVAILABLE	USA-426	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ130479	VEHICLES	11/1/2012
BOS Inc	Texas	AVAILABLE	USA-438	2013 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCPKTE78DG297956	VEHICLES	4/1/2013
BOS Inc	Texas	AVAILABLE	USA-455	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG9DZ358310	VEHICLES	7/1/2013
BOS Inc	Texas	AVAILABLE	USA-464	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC3EG121114	VEHICLES	9/1/2013
BOS Inc	Texas	AVAILABLE	USA-504	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC3EG115913	VEHICLES	10/1/2013
BOS Inc	Texas	AVAILABLE	USA-520	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC3EG206344	VEHICLES	10/1/2013
BOS Inc	Texas	AVAILABLE	USA-534	2014 CHEVROLET SILVERADO 2500 CREW, VIN: 1GC1KVC60EF155902	VEHICLES	12/1/2013
BOS Inc	Texas	AVAILABLE	USA-536	2014 CHEVROLET SILVERADO 2500 CREW, VIN: 1GC1KVC61EF157285	VEHICLES	12/1/2013
BOS Inc	Texas	AVAILABLE	USA-557	2014 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCUKSEC9EG125656	VEHICLES	1/1/2014
BOS Inc	Texas	AVAILABLE	USA-575	2014 GMC SIERRA 1500, VIN: 3GTU2UEC7EG319940	VEHICLES	2/1/2014
BOS Inc	Texas	AVAILABLE	USA-576	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC5EG337529	VEHICLES	2/1/2014
BOS Inc	Texas	AVAILABLE	USA-580	2014 GMC SIERRA 2500 CREW, VIN: 1GT12ZCG1EF187426	VEHICLES	2/1/2014
BOS Inc	Texas	AVAILABLE	USA-584	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVC6DZ388990	VEHICLES	2/1/2014

Capital Spares:

All the Capital Spares set forth in Datasite Folder Item 4.9.1 as of Saturday, August 1, 2020.

Delivery Locations:

1. Equipment: "Last Confirmed Physical Location" noted at Datasite Item 5.1.6 as updated at Closing.
2. Capital Spares: "District" noted at Datasite Item 4.9.1 as updated at Closing.
3. Capital Leases:
 - a. All Capital Leases related Emkay Canada Leasing Corp. and Element Fleet Management will be delivered at LeDuc or at a jobsite as specified at Closing
 - b. The US Leased Vehicles related to the US Vehicle Lease will be delivered at the closest BOS yard or at a jobsite specified at Closing.

Schedule 1.1(oo)

Excluded Assets

Excluded Assets:

All leases relating to Leased Real Property including but not limited to those set forth at Datasite Items 7.3.1–7.3.9, 7.3.16–7.3.19, and 7.2 as of Saturday, August 1, 2020.

Schedule 1.1(pp)

Excluded Contracts

For the avoidance of doubt, all contracts not specifically set forth on Schedule 1.1(k) including but not limited to:

1. All existing employment agreements including but not limited to those in Datasite Folder 2.4 with exception of the Employment Agreements shown on Schedule 1.1(k) Item 9.
2. The Crocodile Lease at 3.7.1 and 3.7.3.
3. The Rotating Solutions contract at 3.7.2.
4. The contracts related to the Third Party Rental Equipment set forth in Datasite Item 4.11.
5. The US Vehicle Lease.

Schedule 1.1(zz)

Intellectual Property

The Patents set forth as follows:

1. Patent # CA 2558118 A1 2008/02/29 for “Apparatus and Method for Cleaning Solids from a Tank” filed with the Canadian Intellectual Property Office on 08/31/2006, issued on 2/29/2008.
2. Patent # CA 2549342 A1 2007/11/30 for “Apparatus for Separating Solids from Liquids” filed with the Canadian Intellectual Property Office on 05/31/2006, issued on 11/30/2007.
3. Patent # CA 2485875 A1 2006/04/22 for “Settling Tank and Method for Separating a Solids Containing Fluid” filed with the Canadian Intellectual Property Office on 10/22/2004, issued on 4/22/2006.
4. Patent # CA 2414321 C 2004/11/09 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the Canadian Intellectual Property Office on 12/14/2002, issued on 11/09/2004.
5. Patent # US 7,144,516 B2 for “Settling Tank and Method for Separating A Solids Containing Material” filed with the USPTO on 10/22/2004, issued on 12/5/2006.
6. Patent # US 6,863,809 B2 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the USPTO on 2/13/2003, issued on 3/8/2005.

The trademarks, tradenames, and any derivations of, including but not limited to, “BOS and “BOS Solutions” owned by or used by the Vendor or the Debtors.

Schedule 1.1(ccc)
Leased Equipment

United States:

1. Union Leasing Inc. (Vehicles; Chicago, IL), as such Leased Equipment is more specifically set forth at Datasite Item 5.1.8.

Canada:

1. Emkay Canada Leasing Corp. (Vehicles; Toronto, ON).

BOS-Solutions, LTD - Emkay Rental Invoice							
CND							
BOS Unit #	Lease ID	Start Date	End Date	Lease Term	Year	Make/Model	VIN#
143	681793	08/01/13	12/31/15	29	2013	GMC K1500 CREW	3GTP2VE76DG344168
166	694333	10/05/17	02/29/20	29	2018	CHEVY K1500 CREW	3GCUKREC9JG131010
167	694344	10/03/17	07/31/21	45	2017	CHEVY K1500 CREW	3GCUKSEC9HG512471
168	697932	06/01/19	10/31/21	29	2019	CHEVY K1500 CREW	1GCUYDED6KZ244005
169	697933	06/01/19	10/31/21	29	2019	CHEVY K1500 CREW	1GCUYDED7KZ243557
170	697934	06/01/19	10/31/21	29	2019	CHEVY K1500 CREW	1GCUYDED2KZ245281

2. Element Fleet Management (Vehicles; Toronto, ON).

BOS-Solutions, LTD - Element Rental Invoice							
CND							
BOS Unit #	Lease ID	Start Date	End Date	Lease Term	Year	Make/Model	VIN#
155	00155	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B69GEC64759
156	00156	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B62GEC64764
157	00157	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B64GEC64765
158	00158	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B66GEC64766
159	00159	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B63HEB25647
160	00160	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B60HEB49937
161	00161	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B69HEB31601
162	00162	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B62HEB49938
163	00163	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B69HEC12081
164	00164	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B6XHEB87028
165	00165	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B67HEC12094

Schedule 1.1(ddd)

Leased Real Property

1. The Leases, including but not limited to, as set forth in Datasite Folder 7.3.1–7.3.9, 7.3.16–7.3.19 and Item 7.2 as of Saturday, August 1, 2020.
2. The Lease for the MagTech Equipment Yard in Kenai, AK as more specifically set forth at Datasite Item 7.6.
3. The Leases with CLC Lodging for the apartment properties as follows:
 - a. Foxwood Apartment #80, 4260 Palm Ave, San Diego, CA for the San Diego Naval Base Project.
 - b. Foxwood Apartment #58, 4260 Palm Ave, San Diego, CA for the San Diego Naval Base Project.
 - c. Maple Bay Apartment #309AM, 309 South Amsterdam Court – Unit 309AM, Virginia Beach, VA for the Chesapeake Bay Bridge Tunnel Project.
 - d. Maple Bay Apartment #309AM, 309 South Amsterdam Court – Unit 309AM, Virginia Beach, VA for the Chesapeake Bay Bridge Tunnel Project.
 - e. Solimar Apartment, 500 W Pacific Coast Hwy., Wilmington CA 90744 for the Clearwater Project.

Schedule 1.1(iii)

Owned Real Property

United States:

1701 County Road, Rio Vista TX 76093 (at Datasite Items 7.3.10–7.3.15).

Schedule 1.1(kkk)

Permits

Ontario Ministry of the Environment and Climate Change Environmental Compliance Approval Number 0927-AD3QE7 Issued September 7, 2016, as amended Reference Number 6059-B2XKH (at Datasite Items 1.8.1 and 1.8.2).

Schedule 1.1(ppp)

Prepaid Expenses

The Prepaid Expenses listed in Datasite Folder Item 4.5.2 as of Saturday, August 1, 2020.

Schedule 2.3(a)(iii)

Assumed Liabilities

1. All the Capital Leases set forth at Datasite Item 5.1.8 as of Saturday, August 1, 2020, excluding the Crocodile Lease at 3.7.1 and 3.7.3 and the US Vehicle Lease.
2. The real property taxes for the Rio Vista property as of January 1, 2020.
3. The tangible property taxes for the Rio Vista property as of January 1, 2020.

Schedule 8.2(i)

Liens to be Released at Closing

Evidence of release of liens, mortgages, and security interests on all Purchased Assets, including but not limited to:

1. National Bank of Canada:

- a. Patent # CA 2485875 A1 2006/04/22 for “Settling Tank and Method for Separating a Solids Containing Fluid” filed with the Canadian Intellectual Property Office on 10/22/2004, issued on 4/22/2006.
- b. Patent # CA 2414321 C 2004/11/09 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the Canadian Intellectual Property Office on 12/14/2002, issued on 11/09/2004.
- c. Patent # US 7,144,516 B2 for “Settling Tank and Method for Separating A Solids Containing Material” filed with the USPTO on 10/22/2004, issued on 12/5/2006.
- d. Patent # US 6,863,809 B2 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the USPTO on 2/13/2003, issued on 3/8/2005.

2. Customer Liens:

- a. Lien against Advanced Energy Partners, LLC pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 20, 2020, for the amount of \$26,202.89 (at Datasite Item 4.10.18).
- b. Lien against Chevron U.S.A., Inc. pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$108,388.21 (at Datasite Item 4.10.15).
- c. Lien against ConocoPhillips Company pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$77,979.55 (at Datasite Item 4.10.16).
- d. Lien against Crownquest Operating, LLC pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$102,164.95 (at Datasite Item 4.10.19).
- e. Lien against Endeavor Energy Resources, LP pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 20, 2020, for the amount of \$25,614 (at Datasite Item 4.10.20).
- f. Lien against EOG Resources, Inc. pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$66,656.77 (at Datasite Item 4.10.25).
- g. Lien against Oxy USA, Inc. pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 20, 2020, for the amount of \$47,022.78 (at Datasite Item 4.10.3).
- h. Lien against Parsley Energy Operations, LLC pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 20, 2020, for the amount of \$23,133.63 (at Datasite Item 4.10.4).

- i. Lien against Permian Deep Rock Oil Company, LLC pursuant to the Mineral Subcontractor's Lien Notice Letter dated May 20, 2020, for the amount of \$51,080.93 (at Datasite Item 4.10.5).
- j. Lien against Zavanna, LLC pursuant to the Mineral Subcontractor's Lien Notice Letter dated May 21, 2020, for the amount of \$3,672.72 (at Datasite Item 4.10.13).

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

(see attached)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated this ____ day of _____, 2020 (this "**Agreement**") is made

BETWEEN:

ERNST & YOUNG INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY (the "**Assignor**")

- and -

STAGE 3 SEPARATION, LLC, a Texas limited liability company, and an entity to be formed under the laws of Canada or a province thereof (the "**Assignee**").

WHEREAS:

- A. The applicable Debtor is a current party to the Assumed Contracts;
- B. Pursuant to that certain Asset Purchase and Sale Agreement dated [●] between Assignor and Assignee (the "**PSA**"), Assignor has agreed to sell, assign and transfer to Assignee all of the Assignor's and the Debtors' right, title and interest in, to and under the Assumed Contracts (the "**Assigned Interest**"); and
- C. Assignee has agreed to purchase, assume, accept and receive the Assigned Interest and to assume, pay, satisfy, discharge, perform and fulfill all of the Assumed Liabilities which relate to the Assumed Contracts (the "**Assumed Obligations**"), in each case in accordance with, and subject to, the terms and conditions contained in the PSA.

In consideration of the foregoing, the mutual agreements contained herein and other good and valuable consideration (the receipt and adequacy of which are acknowledged by the parties hereto), the parties hereto agree as follows:

1. Definitions

All capitalized terms not defined herein shall have the same meaning as set out in the PSA.

1. Assignment

Assignor hereby assigns, transfers, conveys and sets over to Assignee, effective as of the Effective Time, the Assigned Interest TO HAVE AND TO HOLD, together with all benefit and advantage to be derived therefrom, absolutely, subject to the terms of the PSA.

2. Assumption

Assignee hereby accepts the assignment, transfer and conveyance of the Assigned Interest and covenants, acknowledges and agrees with Assignor that from and after the Effective Time, Assignee shall assume, be bound by and observe, perform and fulfill the Assumed Obligations on the part of the Debtors under the Assumed Contracts in the same manner and to the same extent as if Assignee had been originally named as a

party thereto in the place and stead of Debtors, subject to the terms of the PSA. For the avoidance of doubt, such assumption shall exclude all Contract Cure Amounts in connection with the Assumed Contracts.

3. Subordinate Document

This Agreement is executed and delivered by the parties hereto pursuant to the PSA for the purposes of the provisions of the PSA, and the terms hereof shall be read on conjunction with the terms of the PSA. If there is a conflict between the provisions of the PSA and this Agreement, the provisions of the PSA shall prevail to the extent of the conflict.

4. Further Assurances

Each party hereto shall, after the date of this Agreement, at the request and expense of the party hereto requesting the same, do all such further acts and things and execute and deliver all further instruments, documents, matters, papers and assurances which are reasonably required to perform and carry out the terms of this Agreement.

5. Enurement

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, receivers, receiver-managers, trustees and permitted assigns.

6. Governing Law

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof and the parties hereto hereby irrevocably submit and attorn to the exclusive jurisdiction of the Courts of the Province of Alberta in respect of any matter arising hereunder or in connection herewith.

7. Amendment

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each party hereto.

8. Severability

If any provision of this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

9. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be considered an original but all of which together shall constitute one and the same instrument. In addition, facsimile and electronic copies of executed counterparts shall be conclusively regarded for all purposes as originally executed counterparts pending the delivery of the originals.

[Execution page to follow.]

IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the date first written above.

ERNST & YOUNG INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY

STAGE 3 SEPARATION, LLC

Per: _____
Name:
Title:

Per: _____
Name: Frederick R. Lausen, Jr.
Title: President and Chief Executive Officer

EXHIBIT B

FORM OF GENERAL CONVEYANCE

(see attached)

GENERAL CONVEYANCE

This General Conveyance made this ____ day of _____, 2020.

BETWEEN:

ERNST & YOUNG INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY (the "**Vendor**")

- and -

STAGE 3 SEPARATION, LLC, a Texas limited liability company, and an entity to be formed under the laws of Canada or a province thereof (the "**Purchaser**" and together with the Vendor, the "**Parties**" and each a "**Party**").

WHEREAS the Vendor and the Purchaser entered into that certain Asset Purchase and Sale Agreement effective [INSERT DATE] (the "**Agreement**");

AND WHEREAS the Vendor has agreed to sell, assign and transfer to Purchaser all of the Vendor's and the Debtors' right, title and interest in, to and under the Purchased Assets and the Purchaser has agreed to purchase, assume, accept and receive the Purchased Assets and to assume, pay, satisfy, discharge, perform and fulfill the Assumed Liabilities, in each case in accordance with, and subject to, the terms and conditions contained in the Agreement.

NOW THEREFORE in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the Parties hereto covenant and agree as follows:

1. Definitions

All capitalized terms not defined herein shall have the same meaning as set out in the Agreement.

2. Conveyance and Assumption

The Vendor hereby sells, assigns, transfers and conveys all of the Vendor's and the Debtors' right, title and interest in, to and under the Purchased Assets (other than the Assumed Contracts and the Owned Real Property) to the Purchaser, its successors and assigns, and the Purchaser hereby accepts the assignment, transfer and conveyance of such interests from the Vendor and the Debtors, TO HAVE AND TO HOLD the same, absolutely, subject to the terms of the Agreement. Purchaser hereby accepts and assumes, and agrees to pay, satisfy, discharge, perform and fulfill, the Assumed Liabilities (other than the Assumed Liabilities under or in respect of the Assumed Contracts and the Owned Real Property).

3. Effective Time

This General Conveyance and the transfer of title to and possession of the Debtor's interest in and to the Purchased Assets (other than the Assumed Contracts and the Owned

Real Property) will, subject to the terms of the Agreement, be effective as of the Effective Time.

4. Subordinate Document

This General Conveyance is executed and delivered by the Parties pursuant to the Agreement for the purposes of the provisions of the Agreement, and the terms hereof shall be read on conjunction with the terms of the Agreement. If there is a conflict between the provisions of the Agreement and this General Conveyance, the provisions of the Agreement shall prevail to the extent of the conflict.

5. Enurement

This General Conveyance enures to the benefit of and is binding upon the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

6. Further Assurances

Each Party shall, after the date of this General Conveyance, at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver all further instruments, documents, matters, papers and assurances which are reasonably required to perform and carry out the terms of this General Conveyance.

7. Governing Law

This General Conveyance will be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction) and the Parties hereby irrevocably submit and attorn to the exclusive jurisdiction of the Courts of the Province of Alberta in respect of any matter arising hereunder or in connection herewith.

8. Amendment

This General Conveyance shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

9. Severability

If any provision of this General Conveyance is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this General Conveyance, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

10. Counterparts

This General Conveyance may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same

agreement. Transmission by facsimile or other electronic means of an executed counterpart of this General Conveyance shall be deemed to constitute due and sufficient delivery of such counterpart.

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

IN WITNESS WHEREOF the Parties have duly executed this General Conveyance as of the date first above written.

ERNST & YOUNG INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY

STAGE 3 SEPARATION, LLC

Per: _____
Name:
Title:

Per: _____
Name: Frederick R. Lausen, Jr.
Title: President and Chief Executive Officer

EXHIBIT 3

Confidential Supplement to the Second Report of Ernst & Young Inc., in its Capacity as Court-Appointed Receiver and Manager **(Filed Under Seal)** [Docket No. 110]

EXHIBIT 4

COURT FILE NUMBER	2001-05949
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	ERNST & YOUNG INC., in its capacity as Court-appointed Receiver of the current and future assets, undertakings and properties of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc., and BOS USHoldCo Inc.
PROCEEDING	IN THE MATTER OF THE RECEIVERSHIP OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC., and BOS USHOLDCO INC.
DOCUMENT	SUPPLEMENT TO THE SECOND REPORT OF ERNST & YOUNG INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER
	August 18, 2020
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<u>RECEIVER</u> ERNST & YOUNG INC. 1000, 440 – 2 nd Avenue S.W. Calgary, AB T2P 5E9 Peter Chisholm / Chris Keliher Telephone: (403) 206-5061 / (403) 206-5661 Email: peter.chisholm@ca.ey.com / christopher.keliher@ca.ey.com <u>COUNSEL</u> BLAKE, CASSELS & GRAYDON LLP 3500, 855 – 2 nd Street SW Calgary, Alberta T2P 4J8 Attention: Kelly J. Bourassa / Amanda G. Manasterski Telephone: (403) 260-9697 / (403) 260-9756 Email: kelly.bourassa@blakes.com / amanda.manasterski@blakes.com

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Appendix A.....	Redacted Amending Agreement to Stage 3 APA
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INTRODUCTION

1. Ernst & Young Inc. was appointed as Receiver and Manager (the “Receiver”) of the property, assets and undertakings (the “Property”) of BOS Solutions Ltd. (“BOS Ltd.”), BOS Solutions Inc. (“BOS Inc.”), BOS LeaseCo LLC (“BOS LeaseCo”), BOS Solutions Real Estate Inc. (“BOS Real Estate”), and BOS USHoldCo Inc. (“BOS HoldCo”) (these companies are collectively referred to as the “BOS Debtors”) pursuant to an Order (the “Receivership Order”) of this Honourable Court dated May 4, 2020 (the “Appointment Date”).
2. The Receivership Order authorized the Receiver, among other things, to carry on the business of the BOS Debtors, to sell, convey, transfer lease or assign the Property out of the normal course of business, subject to approval of this Honourable Court for any transactions exceeding \$250,000 or aggregate multiple transactions exceeding \$1,000,000, and to make such arrangements or agreements as deemed necessary by the Receiver.
3. On May 5, 2020, the Receiver obtained a temporary restraining order in the United States Bankruptcy Court for the Southern District of Texas (Houston Division) (the “US Court”) in Case No. 20-32465 (DRJ), granting a stay of proceedings concerning the BOS Debtors and the Receiver, in its capacity as a foreign representative of the BOS Debtors.
4. On May 19, 2020, the US Court also granted the Receiver's Expedited Petition for Recognition as a Foreign Main Proceeding and recognized the Receiver as the Foreign Representative.
5. The purpose of this supplement to the second report (the “Supplement”) of the Receiver dated August 10, 2020 (the “Second Report”) is to provide the Court with a copy of an amending agreement (the “Amending Agreement”) to the Stage 3 APA.

TERMS OF REFERENCE

6. Capitalized terms not defined in this Supplement are as defined in the Receivership Order, the Second Report or the Sales Process attached to the first report of the Receiver dated June 20, 2020 (the “First Report”).
7. This Supplement should be read in conjunction with the Second Report.
8. All references to dollars are in Canadian currency unless otherwise noted.

AMENDING AGREEMENT

9. As described in the Second Report, the Receiver has accepted an offer to sell all of the BOS Debtors' Property to Stage 3. The Second Report contained an executed version of the Stage 3 APA as at Appendix 'B'.
10. The Receiver is seeking this Court's approval of the Stage 3 APA as amended by the Amending Agreement. A copy of the Amending Agreement with the purchase price redacted is attached hereto as Appendix 'A'. The Amending Agreement amends the Stage 3 Transaction as follows:
 - a) The Stage 3 APA required that the Receiver buy-out the BOS Debtors' leased vehicles (the "US Leased Vehicles") in the United States to transfer title into the name of the BOS Debtors prior to transferring ownership to Stage 3. The leases associated with the BOS Debtors' leased vehicles (the "Canadian Leased Vehicles") were to be assigned to Stage 3 pursuant to the Stage 3 APA.

Through discussions with the company leasing the Canadian Leased Vehicles to the BOS Debtors, the Receiver determined it would be preferable to buy-out the Canadian Leased Vehicles and transfer ownership to Stage 3 instead of assigning the leases. Therefore, pursuant to the Amending Agreement, the Receiver is required to buy-out the Canadian Leased Vehicles to transfer title into the name of the BOS Debtors prior to transferring ownership to Stage 3.

The proceeds to be received by the Receiver under the Stage 3 Transaction are not affected by this amendment as Stage 3 is reimbursing the Receiver for the charges associated with the buy-out of the Canadian Leased Vehicles;

- b) Certain Canadian vehicle leases cannot be assigned to Stage 3 or bought-out. Therefore, the Amending Agreement has removed these leases from the Stage 3 APA;
- c) Stage 3 shall be required to deliver an allocation of the purchase price amongst the Property being acquired pursuant to the Stage 3 APA no later than 10 days before closing instead of 30 days before closing. This amendment is required to permit closing of the Stage 3 APA prior to the outside date under the Stage 3 APA of September 15, 2020.;
- d) The Receiver and Stage 3 shall complete the joint physical count of the equipment, inventory and capital spares of the BOS Debtors 'on or before three days before closing'

instead of 'not more than fifteen days before closing'; and

- e) The adjustment for missing equipment has been amended such that the adjustment shall be based upon the lesser of:
 - i. The net book value of the equipment or capital spare missing multiplied by the Adjustment Ratio (as defined in the Stage 3 APA); or
 - ii. The replacement cost (based on a third party estimate) of the major individual component of such equipment or capital spare needed to make the item complete.

This amendment will reduce the purchase price adjustment in the favour of Stage 3 where equipment is missing major individual components which the Receiver is unable to replace prior to closing.

All of which is respectfully submitted this 18th day of August, 2020.

ERNST & YOUNG INC.
in its capacity as Court Appointed
Receiver of the BOS Debtors

A handwritten signature in black ink, appearing to read 'Peter Chisholm', with a stylized flourish at the end.

Peter Chisholm, CPA, CA, CIRP, LIT
Senior Vice-President

APPENDIX “A”

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is dated effective as of the 12th day of August 2020.

BETWEEN:

ERNST & YOUNG INC., in its capacity as court appointed receiver and manager of the assets, properties and undertakings of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc. and BOS USHoldCo Inc. and not in its individual or corporate capacity ("**Vendor**")

- and -

STAGE 3 SEPARATION, LLC, a Texas limited liability company ("**S3S**"), and an entity to be formed under the laws of Canada or a province thereof ("**Canada S3S**", together with S3S hereinafter collectively referred to as the "**Purchaser**")

WHEREAS:

- A. Vendor and Purchaser entered into an Asset Purchase Agreement dated effective August 10, 2020 (as amended, modified, or supplemented, the "**APA**") pursuant to which Vendor agreed to sell the Purchased Assets to Purchaser pursuant to the terms and conditions set out in the APA.
- B. Vendor and Purchaser desire to amend the APA on the terms and conditions herein contained.

NOW THEREFORE, in consideration of the recitals and the mutual covenants and agreements set forth in this Amending Agreement and for such other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1 **Definitions.** Unless otherwise specified herein or the context otherwise requires, capitalized terms utilized herein, including the recitals hereof, will have the meanings given to them in the APA.
- 2 **Amendments to the APA.**
 - (a) Section 1.1 of the APA is hereby amended by adding thereto in the appropriate alphabetical order the following defined terms:
 - (i) "**Canadian Leased Vehicle Price**" has the meaning ascribed to that term in Section 3.1(a);
 - (ii) "**Canadian Leased Vehicles**" means, collectively, those vehicles leased by Debtors as of the date of this Agreement pursuant to the terms of the Canadian Vehicle Lease;
 - (iii) "**Canadian Vehicle Lease**" means that certain Motor Vehicle Open-End Lease Agreement no. 5524 by and between Element Fleet Management Inc. and BOS Solutions Ltd. dated January 21, 2016, as modified by that certain Fixed Rate Supplement dated January 21, 2016;
 - (iv) "**US Leased Vehicle Price**" has the meaning ascribed to that term in Section 3.1(a);

- (b) Article 2 of the APA is hereby amended by adding the following new Section 2.6:

"2.6 Acquisition and Assignment of Canadian Leased Vehicles

- (a) As soon as reasonably practicable following the date of this Agreement, Vendor shall take all necessary actions to acquire, on behalf of the Debtors, all right, title and interest in and to each of the Canadian Leased Vehicles.
- (b) Pending the effective transfer or assignment of all right, title and interest in and to each of the Canadian Leased Vehicles to the Purchaser, the Vendor shall hold such right, title and interest in and to, and all duties and obligations in respect of, such Canadian Leased Vehicles in trust for the exclusive benefit of the Purchaser as bare trustee and agent.
- (c) The Purchaser shall indemnify and save harmless the Vendor from and against all of the Vendor's Losses and Liabilities arising as a consequence of the provisions of this Section 2.6, except to the extent caused by the gross negligence or willful misconduct of the Vendor or Vendor's Representatives and except for Vendor's overhead and general administrative costs (to be determined in a manner consistent with past practices of Vendor).
- (d) The Vendor shall not, without the prior written consent of the Purchaser, reject the Canadian Vehicle Lease."
- (c) Section 3.1(a) of the APA is hereby deleted in its entirety and replaced with the following:
- "pay to the Vendor an aggregate amount in cash in immediately available funds equal to [REDACTED] (the "**Base Price**"), subject to adjustment as set forth in Section 3.3 and Article 4 hereof; *plus* an amount in cash in immediately available funds equal to [REDACTED] (the "**US Leased Vehicle Price**"), subject to adjustment as set forth in Section 4.3 hereof; *plus* an amount in cash in immediately available funds equal to [REDACTED] (the "**Canadian Leased Vehicle Price**"); and"
- (d) Section 3.4 of the APA is hereby amended by deleting the first sentence of Section 3.4 and replacing it with the following:
- "No later than ten (10) days prior to the Closing Date, the Purchaser shall deliver to the Vendor the Purchaser's proposed allocation of the consideration among the Purchased Assets."
- (e) Section 4.2(a) of the APA is hereby deleted in its entirety and replaced with the following:
- "The Vendor and the Purchaser (or its designated Representative) will jointly conduct an on-site physical count of the Equipment, Capital Spares and Inventory to be completed on or before three (3) days prior to Closing, and shall use commercially reasonable efforts to agree upon a written statement describing the adjustments to the Closing Payment set out in this Section 4.2."
- (f) Section 4.2(b) of the APA is hereby deleted in its entirety and replaced with the following:
- "If any major individual components that are generally accepted in the industry as forming a part of an item of Equipment included in the Purchased Assets as described in Schedule 1.1(nn) or any Capital Spares included in the Purchased Assets as described in Schedule 1.1(nn) (whether broken or fixed) are not accounted for or if any such item is not reasonably capable of being delivered into the Purchaser's possession or control at

the Closing with good and exclusive title, free and clear of any Encumbrances, other than the US Leased Vehicles which will be assigned to the Purchaser pursuant to the terms of Section 2.5, then the Closing Payment shall be reduced by an amount equal to the lesser of (i) the Net Book Value of such Equipment or Capital Spare *multiplied* by the Adjustment Ratio or (ii) the replacement cost (based on a third party estimate) of the major individual components of such item (Equipment or Capital Spare) needed to make the item complete."

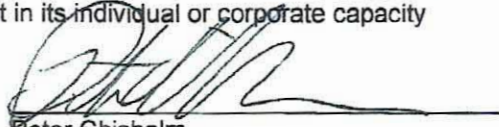
(g) The "Disclosure Schedules" attached to the APA are deleted in their entirety and replaced with the "Disclosure Schedules" attached hereto as Schedule "A".

- 3 **Headings.** The headings used in this Amending Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Amending Agreement.
- 4 **Severability.** If any term or other provision of this Amending Agreement is invalid, illegal or incapable of being enforced under any applicable law, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability and all other conditions and provisions of this Amending Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby, taken as a whole, is not affected thereby in a materially adverse manner with respect to either party hereto.
- 5 **Amendment or Waiver.** This Amending Agreement may be amended, modified, supplemented, restated or discharged (and the provisions hereof may be waived) only by one or more instruments in writing signed by the Party against whom enforcement of the amendment, modification, supplement, restatement, discharge or waiver is sought.
- 6 **Further Assurances.** The Parties shall take such further reasonable actions and shall execute, acknowledge and deliver all such further documents that are reasonably necessary or appropriate to consummate the transactions contemplated hereby.
- 7 **Governing Law.** This Amending Agreement shall in all respects be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.
- 8 **Amendments and Supplements.** Any reference herein to this Amending Agreement shall be deemed to include reference to the same as it may be amended, modified and supplemented from time to time.
- 9 **Enurement.** This Amending Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
- 10 **Continuing Effect.** Each of the Parties acknowledges and agrees that the APA, as amended by this Amending Agreement, shall be and continue in full force and effect and is hereby confirmed, and the rights and obligations of the Parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein.
- 11 **Counterpart Execution.** This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement as of the date first above written.

ERNST & YOUNG INC., in its capacity as court appointed receiver and manager of the assets, properties and undertakings of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc. and BOS USHoldCo Inc. and not in its individual or corporate capacity

Per: 
Name: Peter Chisholm
Title: Senior Vice President

STAGE 3 SEPARATION, LLC

Per: 
Name: Frederick R. Lausen, Jr.
Title: President

This is the execution page to the Amending Agreement dated effective August 12, 2020 between ERNST & YOUNG INC., in its capacity as court appointed receiver and manager of the assets, properties and undertakings of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc. and BOS USHoldCo Inc. and not in its individual or corporate capacity, and STAGE 3 SEPARATION, LLC

SCHEDULE "A"
DISCLOSURE SCHEDULES

(see attached)

DISCLOSURE SCHEDULES

TO THE

ASSET PURCHASE AND SALE AGREEMENT

Executed as of August 10, 2020,

By and Among

ERNST & YOUNG INC.,

**IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE
ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS
SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and
BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY**

and

STAGE 3 SEPARATION, LLC

Schedule 1.1(k)

Assumed Contracts

1. Environmental Solutions Division Customer Contracts:

- a. All ES Contracts listed in Datasite Folder 3.3 (and its corresponding subfolders) as of Saturday, August 1, 2020.
- b. Order Sheet Environmental Solutions between Brintel and BOS Environmental Solutions, Order No. AP-BRIN01-001-OS, dated 2/1/2020, as more specifically set forth at Datasite Item 3.7.4 as of Saturday, August 1, 2020.
- c. Order Sheet Environmental Solutions between Brintel and BOS Environmental Solutions, Order No. AP-BRIN01-002-OS, dated 2/1/2020, as more specifically set forth at Datasite Item 3.7.5 as of Saturday, August 1, 2020.

2. Oil & Gas Customer MSAs and Call Sheets:

- a. All O&G Contracts, MSAs, and Call Sheets listed in Datasite Folder 3.2 (and its corresponding subfolders) as of Saturday, August 1, 2020.
3. Chesapeake Tunnel (in Datasite Folder 3.3.1.1).
 4. Malcolm/Clearwater (in Datasite Folder 3.3.1.2).
 5. Granite/Navy (in Datasite Folder 3.3.1.3).
 6. Nahanni/Kitimat (in Datasite Folder 3.3.2.8).
 7. Project Labor Agreement (at Datasite Item 2.2.6) applicable to the Joint Water Pollution Control Plant Effluent Outfall Tunnel Project in Los Angeles (and any of the applicable Master Labor Agreements thereunder) (at Datasite Items 3.3.1.2.5 and 3.3.1.2.8).
 8. Employment Agreement between BOS Solutions Inc. and Rick L. Garland dated May 31, 2013.
 - a. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated March 7, 2017.
 - b. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated June 26, 2017.
 - c. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated September 21, 2017.
 - d. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated May 1, 2018.
 - e. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated March 9, 2019.
 - f. Temporary Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated April 1, 2020.
 9. **All Assumed Contracts that comprise Assumed Liabilities, as incorporated by reference Schedule 2.3.**

Schedule 1.1(nn)**Equipment, Capital Spares, and Delivery Locations****Equipment:**

All the vehicles set forth at Datasite Item 5.1.8.

All the Equipment set forth in Datasite Folder Item 5.1.6 as of Saturday, August 1, 2020, including but not limited to the vehicles listed below:

District Name	Last confirmed physical location	Asset Status	Asset ID	Asset description	Asset Class ID	Original in service date
BOS Inc	Houston	AVAILABLE	USA-756	2019 CHEVROLET SILVERADO 2500 4WD, VIN: 1GCUYDED9KZ109312	VEHICLES	4/1/2019
BOS Inc	Midland Yard	AVAILABLE	PA LOADER-02	LOADERS-TX-MIDLAND	LOADERS	7/11/2014
BOS Inc	Midland Yard	AVAILABLE	USA-323	2012 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCPKSE73CG135760	VEHICLES	12/1/2011
BOS Inc	Midland Yard	AVAILABLE	USA-328	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CGXCZ123915	VEHICLES	2/1/2012
BOS Inc	Midland Yard	AVAILABLE	USA-590	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVC6DZ352560	VEHICLES	4/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-609	2015 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6FZ101421	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-610	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKREC4EG518411	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-612	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC5EG413038	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-618	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KVEG4FZ114738	VEHICLES	8/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-625	2015 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6FZ122124	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-630	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC0EG437781	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-631	2015 CHEVROLET SILVERADO 2500 CREW, VIN: 1GB1KUEG3FF151050	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-633	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVC6DZ387233	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-638	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG0FZ133255	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-639	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG6FZ133292	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-640	2015 GMC SIERRA 2500HD, VIN: 1GT22YEGXFZ133585	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-641	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG4FZ133386	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-652	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVC6DZ361709	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-653	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVC6DZ296727	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-654	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KUEG6FZ134457	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-660	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501650	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-662	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG7FZ501117	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-667	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG4FZ501110	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-668	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG7FZ501523	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-670	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501242	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-673	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG3FZ500983	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-674	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501158	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-675	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG6FZ501755	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-676	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG1FZ501405	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-677	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG6FZ501545	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-679	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG6FZ501660	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-680	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG3FZ501745	VEHICLES	10/31/2014
BOS Inc	Midland Yard	AVAILABLE	USA-681	2016 GMC SIERRA 2500 4WD, VIN: 1GT22SEG3GZ199202	VEHICLES	11/1/2016
BOS Inc	Midland Yard	AVAILABLE	USA-684	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG8FZ501269	VEHICLES	10/20/2014
BOS Inc	Midland Yard	AVAILABLE	USA-685	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ166700	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-686	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG8HZ154176	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-687	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG6HZ153849	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-688	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG4HZ244161	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-689	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ247129	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-690	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9HZ246990	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-691	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8HZ243532	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-692	2017 GMC SIERRA 2500 4WD, VIN: 1GT22REG2HZ166976	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-696	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG5HZ157259	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-697	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG8HZ150645	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-701	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG9HZ204235	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-702	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5HZ174914	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-703	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG1HZ263814	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-704	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG6HZ166513	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-715	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ292678	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-716	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9HZ289337	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-717	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ290241	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-718	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG2HZ296856	VEHICLES	6/30/2017

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BOS Inc	Midland Yard	AVAILABLE	USA-719	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ298549	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-720	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ306455	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-721	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8HZ298868	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-722	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7HZ287621	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-733	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6HZ357478	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-734	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG0HZ369254	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-735	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG9HZ379827	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-736	2017 GMC SIERRA 2500 4WD, VIN: 1GT22REG0HZ400015	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-737	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ391621	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-738	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG2HZ392552	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-739	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG0HZ369416	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-740	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG1HZ366867	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-741	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG2HZ388386	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-742	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5HZ366589	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-752	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6JZ150157	VEHICLES	12/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-754	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9JZ153621	VEHICLES	12/31/2017
BOS Inc	ND SHOP	AVAILABLE	USA-162	2011 GMC SIERRA 2500 4WD, VIN: 1GT22ZCG7BZ329471	VEHICLES	5/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-235	2011 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4BZ412223	VEHICLES	10/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-265	2011 GMC SIERRA 2500HD SLE, VIN: 1GT220CGXBZ413103	VEHICLES	10/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-274	2011 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6BZ424888	VEHICLES	10/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-326	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG0CZ129822	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-335	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG8CZ124593	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-337	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6CZ124043	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-339	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG0CZ117198	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-340	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG2CZ121186	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-375	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4CZ325472	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-376	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG7CZ318791	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-377	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG1CZ323498	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-379	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG8CZ320856	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-388	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG1DZ103652	VEHICLES	10/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-392	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ103380	VEHICLES	10/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-443	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4DZ361017	VEHICLES	6/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-456	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ360815	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-460	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG9DZ385989	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-468	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG3DZ387415	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-470	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KXCGXDZ322506	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-475	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG3DZ387530	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-489	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG0DZ411749	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-490	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6DZ409049	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-491	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG7DZ412803	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-493	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG3DZ410644	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-501	2013 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTP2WE75DG321051	VEHICLES	10/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-555	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC3EG122764	VEHICLES	12/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-560	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG1DZ354409	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-561	2013 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KVCG7DZ356004	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-562	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG0DZ362484	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-564	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG2DZ365276	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-586	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG8DZ387715	VEHICLES	2/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-588	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG8DZ353726	VEHICLES	2/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-591	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVCG9DZ409513	VEHICLES	4/1/2014

BOS Inc	ND SHOP	AVAILABLE	USA-592	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVCXGDXD409813	VEHICLES	4/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-594	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVCXG3DZ243053	VEHICLES	4/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-636	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG1FZ129182	VEHICLES	9/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-637	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG2FZ128493	VEHICLES	9/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-642	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG0FZ133370	VEHICLES	9/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-643	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVCXG8DZ363429	VEHICLES	9/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-663	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG1FZ601131	VEHICLES	11/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-669	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG9FZ500874	VEHICLES	11/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-672	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501760	VEHICLES	11/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-682	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ210471	VEHICLES	3/31/2017
BOS Inc	ND SHOP	AVAILABLE	USA-683	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG0HZ243718	VEHICLES	3/31/2017
BOS Inc	ND SHOP	AVAILABLE	USA-694	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG3HZ255181	VEHICLES	3/31/2017
BOS Inc	ND SHOP	AVAILABLE	USA-706	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEGXHZ309465	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-707	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ308014	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-708	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ309498	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-709	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ309530	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-710	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8HZ305995	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-711	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ310876	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-712	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7HZ312131	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-713	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ307809	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-714	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG0HZ307868	VEHICLES	6/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-408	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6CZ325893	VEHICLES	10/1/2012
BOS Inc	PA Yard	AVAILABLE	USA-415	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG8DZ131044	VEHICLES	10/1/2012
BOS Inc	PA Yard	AVAILABLE	USA-417	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6DZ130054	VEHICLES	10/1/2012
BOS Inc	PA Yard	AVAILABLE	USA-467	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKSEC3EG126124	VEHICLES	8/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-474	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG2DZ386014	VEHICLES	8/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-498	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4DZ409387	VEHICLES	9/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-499	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ412167	VEHICLES	9/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-533	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKREC2EG217992	VEHICLES	1/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-556	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC9EG172231	VEHICLES	12/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-559	2014 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCUKREC7EG284622	VEHICLES	1/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-567	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKREC2EG241354	VEHICLES	1/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-615	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KVEG2FZ112194	VEHICLES	8/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-619	2015 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVEG7FZ127967	VEHICLES	8/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-623	2015 GMC SIERRA 2500HD, VIN: 1GT22XEG2FZ127760	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-626	2015 GMC SIERRA 2500HD, VIN: 1GT22XEGXFZ107031	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-627	2015 GMC SIERRA 2500HD, VIN: 1GT22XEG5FZ121242	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-634	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVCXG1DZ353695	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-635	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC7EG467456	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-649	2015 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6FZ122852	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-655	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KUEG9FZ106127	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-656	2015 GMC SIERRA 2500, VIN: 1GT22XEG8FZ137869	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-698	2016 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC1KUEG6GF151198	VEHICLES	3/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-699	2016 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC1KUEG7GF160931	VEHICLES	3/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-700	2016 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC1KUEG9GF162003	VEHICLES	3/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-743	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ362170	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-744	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7JZ136106	VEHICLES	12/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-745	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5HZ276049	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-746	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ281900	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-747	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG0JZ120393	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-748	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9JZ176266	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-749	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG4HZ188574	VEHICLES	12/1/2017

BOS Inc	RV Shop	AVAILABLE	USA-582	2014 CHEVROLET SILVERADO 2500 HD LT, VIN: 1GC1KVCG4EF189454	VEHICLES	3/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-604	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2VEC7EG516676	VEHICLES	9/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-611	2015 GMC SIERRA 2500, VIN: 1GT22XEG9FZ121860	VEHICLES	9/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-671	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG1FZ501646	VEHICLES	11/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-693	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG6HZ161859	VEHICLES	3/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-695	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG0H2151787	VEHICLES	3/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-705	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ310800	VEHICLES	6/1/2017
BOS Inc	RV Shop	AVAILABLE	USA-723	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ310032	VEHICLES	6/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-724	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ299765	VEHICLES	6/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-725	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG4HZ311132	VEHICLES	6/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-726	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6HZ210951	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-727	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6HZ381098	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-728	2017 CHEVROLET SILVERADO 2500HD EXT, VIN: 1GC2KUEG3HZ382707	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-729	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG2HZ380322	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-730	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG4HZ385313	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-731	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG4HZ382864	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-732	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG9HZ398669	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-750	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7JZ151527	VEHICLES	12/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-751	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8JZ150483	VEHICLES	12/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-753	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1JZ171272	VEHICLES	12/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-755	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5JZ156659	VEHICLES	12/31/2017
BOS Inc	Texas	AVAILABLE	USA-319	2012 CHEVROLET SILVERADO 1500 4WD, VIN: 1GCPK3E7XCF112428	VEHICLES	1/1/2012
BOS Inc	Texas	AVAILABLE	USA-367	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG1CZ319192	VEHICLES	8/1/2012
BOS Inc	Texas	AVAILABLE	USA-426	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ130479	VEHICLES	11/1/2012
BOS Inc	Texas	AVAILABLE	USA-438	2013 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCPKTE78DG297956	VEHICLES	4/1/2013
BOS Inc	Texas	AVAILABLE	USA-455	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG9DZ358310	VEHICLES	7/1/2013
BOS Inc	Texas	AVAILABLE	USA-464	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC3EG121114	VEHICLES	9/1/2013
BOS Inc	Texas	AVAILABLE	USA-504	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC3EG115913	VEHICLES	10/1/2013
BOS Inc	Texas	AVAILABLE	USA-520	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2VECXEG206344	VEHICLES	10/1/2013
BOS Inc	Texas	AVAILABLE	USA-534	2014 CHEVROLET SILVERADO 2500 CREW, VIN: 1GC1KVCG0EF155902	VEHICLES	12/1/2013
BOS Inc	Texas	AVAILABLE	USA-536	2014 CHEVROLET SILVERADO 2500 CREW, VIN: 1GC1KVCG1EF157285	VEHICLES	12/1/2013
BOS Inc	Texas	AVAILABLE	USA-557	2014 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCUKSEC9EG125856	VEHICLES	1/1/2014
BOS Inc	Texas	AVAILABLE	USA-575	2014 GMC SIERRA 1500, VIN: 3GTU2UEC7EG319940	VEHICLES	2/1/2014
BOS Inc	Texas	AVAILABLE	USA-576	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC5EG337529	VEHICLES	2/1/2014
BOS Inc	Texas	AVAILABLE	USA-580	2014 GMC SIERRA 2500 CREW, VIN: 1GT12ZCG1EF187426	VEHICLES	2/1/2014
BOS Inc	Texas	AVAILABLE	USA-584	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG6DZ389690	VEHICLES	2/1/2014

Capital Spares:

All the Capital Spares set forth in Datasite Folder Item 4.9.1 as of Saturday, August 1, 2020.

Delivery Locations:

1. Equipment: "Last Confirmed Physical Location" noted at Datasite Item 5.1.6 as updated at Closing.
2. Capital Spares: "District" noted at Datasite Item 4.9.1 as updated at Closing.
3. Capital Leases:
 - a. The Canadian Leased Vehicles related to the Canadian Vehicle Lease will be delivered at Leduc or at a jobsite as specified at Closing
 - b. The US Leased Vehicles related to the US Vehicle Lease will be delivered at the closest BOS yard or at a jobsite specified at Closing.

Schedule 1.1(oo)

Excluded Assets

Excluded Assets:

All leases relating to Leased Real Property including but not limited to those set forth at Datasite Items 7.3.1–7.3.9, 7.3.16–7.3.19, and 7.2 as of Saturday, August 1, 2020.

Schedule 1.1(pp)

Excluded Contracts

For the avoidance of doubt, all contracts not specifically set forth on Schedule 1.1(k) including but not limited to:

1. All existing employment agreements including but not limited to those in Datasite Folder 2.4 with exception of the Employment Agreements shown on Schedule 1.1(k) Item 9.
2. The Crocodile Lease at 3.7.1 and 3.7.3.
3. The Rotating Solutions contract at 3.7.2.
4. The contracts related to the Third Party Rental Equipment set forth in Datasite Item 4.11.
5. The US Vehicle Lease.
6. The Canadian Vehicle Lease.

Schedule 1.1(zz)

Intellectual Property

The Patents set forth as follows:

1. Patent # CA 2558118 A1 2008/02/29 for “Apparatus and Method for Cleaning Solids from a Tank” filed with the Canadian Intellectual Property Office on 08/31/2006, issued on 2/29/2008.
2. Patent # CA 2549342 A1 2007/11/30 for “Apparatus for Separating Solids from Liquids” filed with the Canadian Intellectual Property Office on 05/31/2006, issued on 11/30/2007.
3. Patent # CA 2485875 A1 2006/04/22 for “Settling Tank and Method for Separating a Solids Containing Fluid” filed with the Canadian Intellectual Property Office on 10/22/2004, issued on 4/22/2006.
4. Patent # CA 2414321 C 2004/11/09 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the Canadian Intellectual Property Office on 12/14/2002, issued on 11/09/2004.
5. Patent # US 7,144,516 B2 for “Settling Tank and Method for Separating A Solids Containing Material” filed with the USPTO on 10/22/2004, issued on 12/5/2006.
6. Patent # US 6,863,809 B2 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the USPTO on 2/13/2003, issued on 3/8/2005.

The trademarks, tradenames, and any derivations of, including but not limited to, “BOS and “BOS Solutions” owned by or used by the Vendor or the Debtors.

Schedule 1.1(ccc)
Leased Equipment

United States:

1. Union Leasing Inc. (Vehicles; Chicago, IL), as such Leased Equipment is more specifically set forth at Datasite Item 5.1.8.

Canada:

1. Element Fleet Management (Vehicles; Toronto, ON).

BOS Unit #	Lease ID	Start Date	End Date	Lease Term	Year	Make/Model	VIN#
155	00155	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B69GEC64759
156	00156	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B62GEC64764
157	00157	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B64GEC64765
158	00158	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B66GEC64766
159	00159	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B63HEB25647
160	00160	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B60HEB49937
161	00161	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B69HEB31601
162	00162	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B62HEB49938
163	00163	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B69HEC12081
164	00164	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B6XHEB87028
165	00165	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B67HEC12094

Schedule 1.1(ddd)

Leased Real Property

1. The Leases, including but not limited to, as set forth in Datasite Folder 7.3.1–7.3.9, 7.3.16–7.3.19 and Item 7.2 as of Saturday, August 1, 2020.
2. The Lease for the MagTech Equipment Yard in Kenai, AK as more specifically set forth at Datasite Item 7.6.
3. The Leases with CLC Lodging for the apartment properties as follows:
 - a. Foxwood Apartment #80, 4260 Palm Ave, San Diego, CA for the San Diego Naval Base Project.
 - b. Foxwood Apartment #58, 4260 Palm Ave, San Diego, CA for the San Diego Naval Base Project.
 - c. Maple Bay Apartment #309AM, 309 South Amsterdam Court – Unit 309AM, Virginia Beach, VA for the Chesapeake Bay Bridge Tunnel Project.
 - d. Maple Bay Apartment #309AM, 309 South Amsterdam Court – Unit 309AM, Virginia Beach, VA for the Chesapeake Bay Bridge Tunnel Project.
 - e. Solimar Apartment, 500 W Pacific Coast Hwy., Wilmington CA 90744 for the Clearwater Project.

Schedule 1.1(iii)

Owned Real Property

United States:

1701 County Road, Rio Vista TX 76093 (at Datasite Items 7.3.10–7.3.15).

Schedule 1.1(kkk)

Permits

Ontario Ministry of the Environment and Climate Change Environmental Compliance Approval Number 0927-AD3QE7 Issued September 7, 2016, as amended Reference Number 6059-B2XKH (at Datasite Items 1.8.1 and 1.8.2).

Schedule 1.1(ppp)

Prepaid Expenses

The Prepaid Expenses listed in Datasite Folder Item 4.5.2 as of Saturday, August 1, 2020.

Schedule 2.3(a)(iii)

Assumed Liabilities

1. All the Capital Leases set forth at Datasite Item 5.1.8 as of Saturday, August 1, 2020, excluding the Crocodile Lease at 3.7.1 and 3.7.3, the US Vehicle Lease and the Canadian Vehicle Lease.
2. The real property taxes for the Rio Vista property as of January 1, 2020.
3. The tangible property taxes for the Rio Vista property as of January 1, 2020.

Schedule 8.2(i)

Liens to be Released at Closing

Evidence of release of liens, mortgages, and security interests on all Purchased Assets, including but not limited to:

1. National Bank of Canada:

- a. Patent # CA 2485875 A1 2006/04/22 for “Settling Tank and Method for Separating a Solids Containing Fluid” filed with the Canadian Intellectual Property Office on 10/22/2004, issued on 4/22/2006.
- b. Patent # CA 2414321 C 2004/11/09 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the Canadian Intellectual Property Office on 12/14/2002, issued on 11/09/2004.
- c. Patent # US 7,144,516 B2 for “Settling Tank and Method for Separating A Solids Containing Material” filed with the USPTO on 10/22/2004, issued on 12/5/2006.
- d. Patent # US 6,863,809 B2 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the USPTO on 2/13/2003, issued on 3/8/2005.

2. Customer Liens:

- a. Lien against Advanced Energy Partners, LLC pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 20, 2020, for the amount of \$26,202.89 (at Datasite Item 4.10.18).
- b. Lien against Chevron U.S.A., Inc. pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$108,388.21 (at Datasite Item 4.10.15).
- c. Lien against ConocoPhillips Company pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$77,979.55 (at Datasite Item 4.10.16).
- d. Lien against Crownquest Operating, LLC pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$102,164.95 (at Datasite Item 4.10.19).
- e. Lien against Endeavor Energy Resources, LP pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 20, 2020, for the amount of \$25,614 (at Datasite Item 4.10.20).
- f. Lien against EOG Resources, Inc. pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$66,656.77 (at Datasite Item 4.10.25).
- g. Lien against Oxy USA, Inc. pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 20, 2020, for the amount of \$47,022.78 (at Datasite Item 4.10.3).

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- h. Lien against Parsley Energy Operations, LLC pursuant to the Mineral Subcontractor's Lien Notice Letter dated May 20, 2020, for the amount of \$23,133.63 (at Datasite Item 4.10.4).
- i. Lien against Permian Deep Rock Oil Company, LLC pursuant to the Mineral Subcontractor's Lien Notice Letter dated May 20, 2020, for the amount of \$51,080.93 (at Datasite Item 4.10.5).
- j. Lien against Zavanna, LLC pursuant to the Mineral Subcontractor's Lien Notice Letter dated May 21, 2020, for the amount of \$3,672.72 (at Datasite Item 4.10.13).

EXHIBIT 5

**ERNST & YOUNG INC.,
IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE ASSETS,
PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC.,
BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and BOS USHOLDCO INC.
AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY**

and

**STAGE 3 SEPARATION, LLC, a Texas limited liability company, and an entity to be
formed under the laws of Canada or a province thereof**

ASSET PURCHASE AND SALE AGREEMENT

August 10, 2020

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ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT is made as of the 10th day of August 2020.

BETWEEN:

ERNST & YOUNG INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY

(herein referred to as the "**Vendor**")

- and -

STAGE 3 SEPARATION, LLC, A TEXAS LIMITED LIABILITY COMPANY ("**S3S**"), and an entity to be formed under the laws of Canada or a province thereof ("**Canada S3S**" together with S3S hereinafter collectively referred to as the "**Purchaser**").

WHEREAS:

- A. Pursuant to the Receivership Order, the Vendor was appointed as receiver and manager of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated, of the Debtors;
- B. The Vendor has determined that it is in the best interests of the creditors and stakeholders of the Debtors to conduct Sale Process Procedures pursuant to which potential bidders may submit bids to purchase the Purchased Assets and Assumed Liabilities; and
- C. The Purchaser, subject to Court Approval and completion of the Sale Process Procedures, has agreed to purchase and acquire and the Vendor has agreed to sell, transfer and assign to the Purchaser, all of the right, title and interest of the Vendor and the Debtors to the Purchased Assets and Assumed Liabilities, on the terms and conditions set forth herein.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Party to the other, the Parties agree as follows.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement the following words and terms shall have the meaning set forth below:

- (a) "**Adjustment Ratio**" means the ratio obtained by dividing (i) the Base Price by (ii) \$72,100,000, expressed as a percentage;
- (b) "**Affiliate**" means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is

under common control with such Person and the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person whether through ownership of voting securities or ownership interests, by contract or otherwise, and specifically with respect to a corporation, partnership or limited liability company, means direct or indirect ownership of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person;

- (c) **"Agreed Allocation"** has the meaning ascribed to that term in Section 3.4;
- (d) **"Agreement"** means this asset purchase and sale agreement and all Schedules attached hereto, as they may be amended, restated or supplemented from time to time in accordance with the terms hereof;
- (e) **"Alberta Approval and Vesting Order"** shall mean an order of the Alberta Court: (i) approving the Transaction contemplated by this Agreement; (ii) authorizing the Vendor to perform this Agreement; and (iii) vesting and assigning all right, title and interest of the Vendor and Debtors in and to the Purchased Assets to the Purchaser free and clear of all Claims (other than Permitted Encumbrances) and assigning all rights, title and interest of the Vendor and Debtors in the Purchased Assets to the Purchaser, in a form acceptable to the Vendor and the Purchaser;
- (f) **"Alberta Court"** means the Court of Queen's Bench of Alberta, Judicial District of Calgary, Canada;
- (g) **"Applicable Law"** means, in respect of any Person, assets, transaction, event or circumstance:
 - (i) Any applicable federal, provincial, state, territorial, local or municipal laws, acts, treaties, statutes (including rules and regulations enacted thereunder), codes and principles of common law;
 - (ii) judgments, decrees and orders of courts of competent jurisdiction;
 - (iii) regulations, orders, ordinances and directives issued by Governmental Authorities;
 - (iv) the terms and conditions of all Permits, approvals and authorizations, which are applicable to such Person, asset, transaction, event or circumstance; and
 - (v) any other requirement (including pursuant to any settlement, consent decree or determination of or settlement under any arbitration) or rule of law;
- (h) **"Applicable Privacy Law"** means all Applicable Law relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including the *Personal Information Protection and Electronic Documents Act* (Canada), and/or any substantially similar provincial law such as the *Personal Information Protection Act* (Alberta);

- (i) **"Approval and Vesting Orders"** means the Alberta Approval and Vesting Order and US Approval and Vesting Order;
- (j) **"Assignment and Assumption Agreement"** means an assignment and assumption agreement substantially in the form attached hereto as Exhibit A evidencing the assignment to the Purchaser of the Vendor's and the Debtors' right, title and interest in, to and under the Assumed Contracts and the assumption by the Purchaser of all the Assumed Liabilities under or in respect of the Assumed Contracts;
- (k) **"Assumed Contracts"** means all Contracts listed and described in Schedule 1.1(k) (but excluding the Unassignable Contracts and the Excluded Contracts);
- (l) **"Assumed Liabilities"** has the meaning ascribed to that term in Section 2.3(a);
- (m) **"Base Price"** has the meaning ascribed to that term in Section 3.1(a);
- (n) **"Books and Records"** means all of the Debtors' books and records relating to, or used in support of, the Purchased Assets, including all technical and Business records, all contracts, licenses, approvals, warranties, manuals, accounting records, copies of insurance policies (excluding copies of insurance policies relating to directors' and officers' insurance), maintenance and usage logs related to the Purchased Assets, all programs and procedures of the Debtors related to their maintenance, usage, or operations and all Data Room Information related to the ownership, operation or conduct of the Purchased Assets and the Business whether in hard copy or electronic format; but specifically excluding any Personal Employee Information; provided, however, Personal Employee Information shall be provided for the Transferred Employees;
- (o) **"Business"** means the oilfield services and environmental services businesses of the Debtors in Canada and the United States, as conducted by the Debtors immediately prior to the Receivership Order and as currently being conducted by the Vendor;
- (p) **"Business Day"** means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Calgary, Alberta and Houston, Texas are not open for the transaction of domestic business during normal banking hours;
- (q) **"Canada S3S"** has the meaning ascribed to that term in the Preamble;
- (r) **"Canadian Debtor"** means BOS Solutions Ltd.;
- (s) **"Capital Spares"** means all of the capital spares owned by the Debtors for use in the Business, including the parts, machinery and equipment listed on Part II of Schedule 1.1(nn);
- (t) **"Chapter 15 Proceedings"** means proceedings commenced under Chapter 15 of the US Bankruptcy Code by the Vendor, in its capacity as the foreign representative of the Debtors;

- (u) **"Claim"** means any right or claim of any Person that may be asserted or made, in whole or in part, against the Debtors and their respective directors, officers, employees, agents or advisors, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada) had the Debtors become bankrupt;
- (v) **"Claiming Party"** has the meaning ascribed to that term in Section 9.4(a);
- (w) **"Closing"** means the completion of the purchase by the Purchaser and sale by the Vendor of all right, title and interest of the Vendor and the Debtors in and to the Purchased Assets, the assumption by the Purchaser of all the Assumed Liabilities and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such sale, in each case subject to and in accordance with the terms and conditions of this Agreement;
- (x) **"Closing Date"** means the date that is the later of: (i) three (3) Business Days following the later of the receipt by the Vendor of the Approval and Vesting Orders; and (ii) such other Business Day as the Parties may agree in writing;
- (y) **"Closing Payment"** has the meaning ascribed to that term in Section 3.3(b);
- (z) **"Closing Time"** means 10:00 a.m. (prevailing Calgary, Alberta time) on the Closing Date or such other date and time as the Parties may agree in writing that the Closing shall take place;
- (aa) **"Contract Cure Amount"** means, with respect to any Assumed Contract, the amounts required to be paid, if any, in connection with the assumption and assignment of such Assumed Contract pursuant to Section 365 of the US Bankruptcy Code;
- (bb) **"Contracts"** means all written contracts, agreements, leases, understandings and arrangements related to the Business to which any one or more of the Debtors are a party or by which any one or more Debtors or any of the Purchased Assets is bound or under which any one or more of the Debtors have rights;
- (cc) **"Court"** means collectively, the Alberta Court and the US Court;

- (dd) **"Court Approval"** means the approval of the Transaction by the Court pursuant to the Approval and Vesting Orders;
- (ee) **"Data Room Information"** means all information made available (by the Vendor, Debtors or otherwise) for the Purchaser's review in electronic form in relation to the Debtor and/or the Purchased Assets prior to the execution of this Agreement by either (i) delivering such information to Purchaser or Purchaser's Representatives via email or (ii) uploading such information to the online data room maintained by Vendor in connection with the Transaction;
- (ff) **"De Minimus Threshold"** has the meaning set forth in Section 4.2(c);
- (gg) **"Debtors"** means, collectively, the US Debtors and the Canadian Debtor;
- (hh) **"Debtors' Benefit Plan"** means each employee compensation, retirement and/or benefit plan, program, policy, agreement or other arrangement, whether or not in writing, whether or not registered, whether or not insured and whether or not funded relating to current or former employees, directors or officers of the Debtors, including any "employee welfare benefit plan" within the meaning of Section 3(1) of ERISA, any "employee pension benefit plan" within the meaning of Section 3(2) of ERISA, any "registered pension plan", "retirement compensation arrangement", "registered retirement savings plan" or "deferred profit sharing plan", within the meaning of the Income Tax Act, whether or not subject to ERISA, and any bonus, incentive, deferred compensation, profit sharing, retirement, supplemental retirements, vacation, stock purchase, stock option, stock appreciation rights, stock-based, short-term disability, long-term disability, severance, retention, employment, health, welfare, life insurance, retiree medical or life insurance, change of control or fringe benefit plan, program or a plan, scheme, program or arrangement sponsored or administered by a Governmental Authority or required to be maintained by Applicable Law, in each case that is sponsored, maintained, contributed or entered into by, or for which there is any liability (fixed, contingent or otherwise) to, any of the Debtors;
- (ii) **"Delivery Location"** has the meaning set forth in Section 6.3(a);
- (jj) **"Effective Time"** means 12:01 a.m. (prevailing Calgary, Alberta time) on the Closing Date;
- (kk) **"Employees"** means all individuals employed by any of the Debtors as of the relevant time who provide their services primarily in relation to the Business;
- (ll) **"Encumbrances"** means any mortgages, deeds of trust, leases, pledges, liens, security interests, levies, charges, easements, restrictive covenants, encroachments or other encumbrances, claims, charges, adverse Claims, options or other pre-emptive interests or rights;
- (mm) **"Environment"** means the components of the earth and includes ambient and indoor air, land, surface and sub-surface strata, groundwater, surface water, all layers of the atmosphere, all organic and inorganic matter and living organisms, and the interacting natural systems that include such components; and **"Environmental"** means relating to or in respect of the Environment;

- (nn) **"Equipment"** means, collectively, wherever located, all of the equipment, motor vehicles, rolling stock, implements, tools, furniture, fixtures, computers and other tangible personal property of the Debtors and the Leased Equipment, including as more particularly listed and described in Part I of Schedule 1.1(nn);
- (oo) **"Excluded Assets"** means:
- (i) all shares of capital stock, partnership units or other equity interests held by the Vendor on behalf of the Debtors;
 - (ii) all policies of insurance or assurance (including directors and officers insurance and claims against insurance and insurance settlements), except for Prepaid Expenses related thereto and the right to receive the proceeds of insurance in respect of Purchased Assets and all Books and Records related thereto which shall not constitute Excluded Assets;
 - (iii) the Purchase Price and any amounts held in escrow by the Vendor on behalf of the Debtors;
 - (iv) all rights to receive a refund of and/or credit in respect of, Taxes paid by or on behalf of any Debtors;
 - (v) the general ledger, financial statements, accounting and Tax records, minute books, corporate seal, taxpayer and other identification numbers and other corporate records of the Debtors relating to the organization, maintenance and existence of the Debtors, provided however, that the Purchaser shall be provided with copies of all such items that pertain to the Purchased Assets or the Business;
 - (vi) any cash collateral securing letters of credit;
 - (vii) all cash, cash equivalents, deposits and bank accounts;
 - (viii) the Excluded Contracts, if any;
 - (ix) the excluded assets, if any, as set forth in and described Schedule 1.1(oo);
 - (x) all agreements, contracts, documents or data to the extent that they are owned or licensed by a Third Party with prohibitions in respect of the deliverability or disclosure by the Vendor or the Debtors to an assignee, transferee or purchaser;
 - (xi) the rights of the Vendor under this Agreement or any other agreement, certificate or instrument executed and delivered pursuant to this Agreement; and
 - (xii) the sponsorship of, and all assets or contracts maintained pursuant to or in connection with, all Debtors' Benefit Plans;
- (pp) **"Excluded Contract"** means all Contracts which are not Assumed Contracts, including all Debtors' Benefits Plans, which are more particularly listed and

described in Schedule 1.1(pp), all employment agreements between any of the Debtors' and any of Employees other than specifically listed as an Assumed Contract, all Unassignable Contracts for which the Vendor concludes, acting reasonably, that any such Unassignable Contracts cannot be assigned under any circumstances and provides written notice of such Unassignable Contracts to Purchaser pursuant to Section 2.4(b);

- (qq) **"Excluded Liabilities"** has the meaning ascribed to that term in Section 2.3(b);
- (rr) **"Final Order"** means an order of the Court that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal) and all opportunities for rehearing, reargument, petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying, enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by Applicable Law or order having been satisfied;
- (ss) **"Final Statement of Adjustments"** has the meaning ascribed to that term in Section 4.4(b);
- (tt) **"GAAP"** means the generally accepted accounting principles from time to time approved by the Chartered Professional Accountants of Canada or any successor entity thereto, or the US generally accepted accounting principles, as applicable, in effect as at the date of this Agreement, unless otherwise specified herein;
- (uu) **"General Conveyance"** means a bill of sale and general conveyance substantially in the form attached hereto as Exhibit B evidencing the conveyance to the Purchaser of the Vendor's and the Debtors' right, title and interest in and to the Purchased Assets (other than the Assumed Contracts) and the assumption by the Purchaser of the Assumed Liabilities (other than the Assumed Liabilities under or in respect of the Assumed Contracts);
- (vv) **"Governmental Authority"** means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; any governmental agency, ministry, department, tribunal, commission, bureau, board, court (including the Court) or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, having jurisdiction over a Party, the Purchased Assets or the Transaction; and any arbitrator (public or private); in each case, whether in Canada, the US, or any other applicable jurisdiction;
- (ww) **"Governmental Order"** means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority;

- (xx) **"GST/HST"** means the goods and services Tax/harmonized sales Tax levied under the *Excise Tax Act* (Canada) and the regulations thereto, as amended from time to time; and **"GST/HST Legislation"** means such act and regulations collectively;
- (yy) **"Income Tax Act"** means, collectively, the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supplement), the *Income Tax Application Rules*, R.S.C. 1985, c.2 (5th Supplement) and the *Income Tax Regulations*, in each case as amended to the date hereof;
- (zz) **"Intellectual Property"** means all (a) trademarks, service marks, certification marks, trade names, logos, symbols and similar indicia of source of origin, trade dress, domain names and social media accounts, the goodwill connected with the use of and symbolized by the foregoing and all registrations and applications for any of the foregoing in any jurisdiction throughout the world; (b) copyrights and published and unpublished works of authorship, whether copyrightable or not and all copyright registrations and applications for registration thereof, all renewals, extensions, restorations and revisions thereof and all moral rights related thereto in any jurisdiction throughout the world, (c) inventions (whether or not patentable or reduced to practice), invention disclosures and submissions, patents, including any extensions, reexaminations and reissues, divisionals, continuations and continuations-in-part, patent disclosures and any improvements thereto and all registrations and applications for any of the foregoing in any jurisdiction throughout the world; (d) know-how, trade secrets and other proprietary and confidential information (including ideas, processes, methods, techniques, research and development information and results, drawings, specifications, layouts, designs, formulae, algorithms, proposals, technical data, marketing plans and customer, prospect and supplier lists, compositions, industrial models, and architectures); (e) mask works and applications and registrations thereof; (f) software and rights therein; and (g) other intellectual property and related proprietary rights; and (h) all rights to assert, defend and recover for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any of the foregoing, including as more particularly listed and described in Schedule 1.1(zz);
- (aaa) **"Interim Statement of Adjustments"** has the meaning ascribed to that term in Section 4.4(a);
- (bbb) **"Inventory"** means, wherever located, all tangible personal property, substances and consumable goods of any kind or nature (other than the Equipment and Capital Spares) owned by the Debtors including all materials, supplies, tooling, spare parts, service parts, pipes, tubing and accessories (including those in possession of suppliers, customers and other Third Parties);
- (ccc) **"Leased Equipment"** means, wherever located, the Vendor's and the Debtors' interest, to the extent it is assignable, in all equipment, motor vehicles, rolling stock, implements, tools, furniture and other similar tangible personal property which is leased by the Debtors from a Third Party as specifically listed and described in Schedule 1.1(ccc);

- (ddd) **"Leased Real Property"** means all real property (including all buildings, fixtures and improvements), as applicable, leased by the Debtors or the Vendor and listed and described in Schedule 1.1(ddd);
- (eee) **"Legal Proceeding"** means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, audit, arbitration proceeding or other proceeding and includes any appeal or review or retrial of any of the foregoing and any application for same;
- (fff) **"Losses and Liabilities"** means any and all assessments, charges, costs, damages, debts, expenses, fines, liabilities, losses, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or Governmental Order and those arising under any contract, agreement, arrangement, commitment or undertaking and costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis);
- (ggg) **"Net Book Value"** means the net book value of the applicable item of Equipment or Capital Spare as set forth in Folder 5.1.6 or Folder 4.9.1, respectively, in the online data room maintained by Vendor in connection with the Transaction as of July 16, 2020;
- (hhh) **"Outside Date"** has the meaning set forth in Section 10.1(f);
- (iii) **"Owned Real Property"** means all fee simple real property (including all buildings, fixtures and improvements located thereon), as applicable, owned by the Debtors listed and described in Schedule 1.1(iii);
- (jjj) **"Parties"** means, collectively, the Purchaser and the Vendor, and **"Party"** means any one of them;
- (kkk) **"Permits"** means all franchises, licences, qualifications, authorizations, consents, certificates, certificates of authorization, decrees, orders-in-council, registrations, exemptions, consents, variances, waivers, filings, grants, notifications, privileges, rights, orders, judgments, rulings, directives, permits and other approvals, submitted to, obtained from, issued by or required by a Governmental Authority, including the permits as more particularly listed and described in Schedule 1.1(kkk);
- (III) **"Permitted Encumbrances"** means:
 - (i) Encumbrances given as security to a public utility or any Governmental Authority when required in the ordinary course of business but only insofar as they relate to any obligations or amounts not due as at the Closing Date;
 - (ii) applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements, servicing agreements, cost sharing reciprocal agreements and building and zoning restrictions and other

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similar agreements which do not materially impair the use of the Owned Real Property or Leased Real Property (based on the current use of such affected property) affected thereby;

- (iii) any easements, servitudes, rights-of-way, licenses, agreements, restrictions that run with the land and other Encumbrances (including easements, rights-of-way and agreements for railways, sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables) which do not materially impair the use, operation or marketability of the Owned Real Property or Leased Real Property (based on the current use of such affected property) affected thereby;
- (iv) any privilege in favour of any lessor or licensor for rent to become due or for other obligations or acts, the performance of which is required under contracts of the Debtors (including in respect of the Leased Equipment) so long as the payment or the performance of such other obligation or act is not delinquent and provided that such Encumbrances or privileges do not materially affect the use or the operation of the assets affected thereby;
- (v) rights reserved to or vested in any Governmental Authority to control or regulate any of the Purchased Assets in any manner; and
- (vi) any Encumbrance which is released at or prior to Closing;

(mmm) **"Person"** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity however designated or instituted;

(nnn) **"Personal Employee Information"** means in respect of an individual who is a current employee, officer or director of any Debtor, Personal Information reasonably required by the Debtor for the purposes of (i) establishing, managing or terminating an employment relationship, or (ii) managing a post-employment relationship between the Debtor and the individual, but does not include Personal Information about the individual that is unrelated to that relationship;

(ooo) **"Personal Information"** means information about an identifiable natural Person, but does not include the business contact information when such information is used to contact such natural Person as a representative of a business or in relation to the individual's business responsibilities or the name, title, business address or business telephone number of an employee of any Debtor, that is to be disclosed to the Purchaser at Closing or that was disclosed to the Purchaser to permit the Purchaser to carry out its due diligence in connection with the Transaction;

(ppp) **"Prepaid Expenses"** means all prepaid expenses or deposits of the Debtors (but excluding prepaid expenses in respect of insurance, including directors' and officers' insurance, property Taxes related to the Business and workers' compensation prepayments), in all cases to the extent such amounts are transferable to the Purchaser, including as more particularly listed and described in Schedule 1.1(ppp);

- (qqq) **"Prime Rate"** means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary, Alberta of the National Bank of Canada as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate then the "Prime Rate" for the purposes of this Agreement shall correspondingly change effective on the date the change in such reference rate is effective;
- (rrr) **"Purchase Price"** has the meaning ascribed to that term in Section 3.1(a);
- (sss) **"Purchased Assets"** means all of the tangible and intangible assets, undertaking and properties of the Debtors, other than the Excluded Assets, wherever located, including as more particularly described below:
- (i) Assumed Contracts;
 - (ii) Books and Records (except, in the case of those required by Applicable Law to be retained by the Vendor as copies thereof), in the case of any Books and Records that are stored in electronic form, the media on which the Books and Records are stored and any back-up related thereto;
 - (iii) Equipment (subject to the terms and conditions of the Contracts in respect of the Leased Equipment) other than Leased Equipment which is not assignable to Purchaser;
 - (iv) Capital Spares;
 - (v) Inventory;
 - (vi) the US Leased Vehicles;
 - (vii) Intellectual Property;
 - (viii) all rights to receive a refund of and/or credit in respect of, Taxes with respect to the Purchased Assets (other than the Owned Real Property) for any period or portion thereof on or following the Closing Date;
 - (ix) all rights to receive a refund of and/or credit in respect of, Taxes with respect to the Owned Real Property for any period or portion thereof following December 31, 2019;
 - (x) Permits, other than Permits which are not transferrable to the Purchaser;
 - (xi) Prepaid Expenses, other than Prepaid Expenses which are not transferrable to Purchaser;
 - (xii) Owned Real Property;
 - (xiii) all rights to receive the proceeds of insurance in respect of Purchased Assets and all Books and Records related thereto;

(xiv) all goodwill, together with the exclusive right of the Purchaser to represent itself as carrying on the Business in succession to the Debtors; and

(xv) all rights to related Claims for refunds and rights of set-off.

For certainty, the Excluded Assets are not part of the Transaction, are excluded from Purchased Assets and remain the exclusive property of the Debtors;

(ttt) "**Purchaser**" has the meaning ascribed to that term in the Preamble;

(uuu) "**Purchaser's Solicitors**" means the law firm of Goodmans LLP, in respect of Canadian matters, and King & Spalding LLP in respect of US matters, or such other firm or firms of solicitors as are appointed by the Purchaser from time to time and notice of which is provided to the Vendor;

(vvv) "**Receiver's Certificate**" means the certificate attached to the Approval and Vesting Order at Schedule "A" thereto;

(www) "**Receivership Order**" means the order of the Alberta Court, dated May 4, 2020, pursuant to which the Vendor was appointed as the receiver and manager of all of the current and future assets, undertakings and properties of every nature or kind whatsoever and wheresoever situate, of the Debtors;

(xxx) "**Receivership Proceedings**" means the court proceedings brought in the Alberta Court, pursuant to Alberta Court Action No. 2001-05949, filed on May 4, 2020, pursuant to which the Vendor was appointed as receiver and manager of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate of the Debtors;

(yyy) "**Representative**" means, in respect of a Person, each director, officer, employee, agent, legal counsel, accountant, professional advisor and other representative of such Person and its Affiliates, and with respect to the Vendor, includes the directors, officers, employees, agents, legal counsel, accountants, professional advisors and other representatives;

(zzz) "**Responding Party**" has the meaning ascribed to that term in Section 9.4(a);

(aaaa) "**S3S**" has the meaning ascribed to that term in the Preamble;

(bbbb) "**Sale Process Procedures**" means the procedures for the sale solicitation process in relation to the Vendor, as referenced in the Sale Process Order;

(cccc) "**Sale Process Order**" means the order of the Alberta Court to be sought by the Vendor, establishing among other things, the Sale Process Procedures;

(dddd) "**Specific Conveyances**" means all conveyances, bills of sale, assignments, transfers, and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the Vendor's and the Debtors' right, title and interest in and to the Purchased Assets to the Purchaser including:

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- (i) one or more bills of sale for the Equipment forming part of the Purchased Assets;
 - (ii) assignments of each of the Assumed Contracts;
 - (iii) assignments in registrable form of all licenses, trademarks and trade names (whether or not registered), patents, copyrights, and other such forms of Intellectual Property, including all goodwill associated with same, which form part of the Purchased Assets; and
 - (iv) a special warranty deed and any required ancillary documents with respect to the Owned Real Property;
- (eeee) **"Tax"** or **"Taxes"** means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes including provincial sales taxes and retail sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties;
- (ffff) **"Tax Legislation"** means, collectively, the Income Tax Act, the GST/HST Legislation, all Canadian and US federal, provincial, state, territorial, county, municipal and local, foreign, or other statutes, ordinances or regulations imposing a Tax, including all treaties, conventions, rules, regulations, orders, and decrees of any jurisdiction;
- (gggg) **"Tax Returns"** means all returns, information returns, reports, declarations, elections, notices, filings and statements in respect of Taxes that are required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form;
- (hhhh) **"Third Party"** means any Person who is not a Party, Affiliate or Representative;
- (iiii) **"Third Party Claim"** means any Claim by a Third Party asserted against the Vendor for which the Purchaser has indemnified the Vendor or is otherwise responsible for pursuant to this Agreement;
- (jjjj) **"Transaction"** means the transaction for the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities as contemplated in this Agreement;

(kkkk) **"Transaction Personal Information"** means any Personal Information in the possession, custody or control of the Vendor including Personal Information about employees, suppliers, customers, directors, officers or shareholders of the Debtors that is:

- (i) disclosed to the Purchaser or its Representatives before the Effective Time by the Vendor, its Representatives, or otherwise; or
- (ii) collected by the Purchaser or its Representatives before the Effective Time from the Vendor, its Representatives, or otherwise;

in each case in connection with the Transaction;

(llll) **"Transfer Taxes"** means all present and future transfer taxes, sales taxes including provincial sales taxes and retail sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including GST/HST;

(mmmm) **"Transferred Employees"** has the meaning ascribed to that term in; Section 6.5(e)

(nnnn) **"Treasury Regulations"** means the regulations promulgated under the *Internal Revenue Code of 1986* (US), as amended;

(oooo) **"US"** means the United States of America;

(pppp) **"US Approval and Vesting Order"** shall mean an order of the US Court: (i) approving the Transaction contemplated by this Agreement; (ii) vesting and assigning all right, title and interest of the Vendor and Debtors in and to the US Purchased Assets to the Purchaser free and clear of all Claims and Encumbrances (other than Permitted Encumbrances) and assigning all right, title and interest of the Vendor and Debtors in and to the US Purchased Assets to the Purchaser, in a form acceptable to the Vendor and the Purchaser; and (iii) recognizing and giving full force and effect to the Alberta Approval and Vesting Order, in form and substance acceptable to the Vendor and the Purchaser;

(qqqq) **"US Bankruptcy Code"** means Title 11 of the United States Code 11 §§101-1532, as amended;

(rrrr) **"US Court"** means the United States Bankruptcy Court for the Southern District of Texas (Houston Division);

(ssss) **"US Debtors"** means, collectively, BOS Solutions Inc., BOS Leaseco LLC, BOS Solutions Real Estate Inc. and BOS USHoldco Inc.;

(tttt) **"US Leased Vehicles"** means, collectively, those vehicles leased by Debtors as of the date of this Agreement pursuant to the terms of the US Vehicle Lease;

- (uuuu) **"US Purchased Assets"** means those of the Purchased Assets owned by the US Debtors;
- (vvvv) **"US Recognition Order"** means the order issued by the US Court in the Chapter 15 Proceedings dated May 19, 2020 (Docket No. 41) recognizing the Vendor's petition for recognition as a foreign main proceeding and the Vendor as a foreign representative of the Debtors;
- (wwwv) **"US Sale Process Order"** means the order of the US Court dated July 6, 2020 (Docket No. 57), establishing among other things, the Sale Process Procedures;
- (xxxx) **"US Vehicle Lease"** means that certain Master Vehicle Lease Agreement by and between Union Leasing Inc. and BOS Solutions Inc. dated July 1, 2009;
- (yyyy) **"Unassignable Contracts"** has the meaning ascribed to that term in Section 2.4(b);
- (zzzz) **"Vendor"** has the meaning ascribed to that term in the Preamble;
- (aaaaa) **"Vendor's Counsel"** means the law firm of Blake, Cassels & Graydon LLP (or any successor thereto), in respect of Canadian matters, and Haynes and Boone LLP in respect of US matters, or such other firm or firms of solicitors as are appointed by the Vendor from time to time and notice of which is provided to the Purchaser; and
- (bbbbb) **"WARN Act"** means the Worker Adjustment and Retraining Notification Act (US).

1.2 Interpretation

The following rules of construction shall apply to this Agreement unless the context otherwise requires:

- (a) All references to monetary amounts, unless indicated to the contrary, are to the lawful currency of the United States of America and all references to cash are references to any form of immediately available funds by way of wire transfer, certified cheque or bank draft.
- (b) Words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.
- (c) The word "include" and derivatives thereof shall be read as if followed by the phrase "without limitation".
- (d) The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement and not to any particular provision of this Agreement.
- (e) The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation hereof.

- (f) Reference to any Article, Section or Schedule means an article, section or schedule of this Agreement unless otherwise specified.
- (g) References to agreements and other contractual instruments shall be deemed to include all amendments, extensions and other modifications to such instruments (but only to the extent such amendments, extensions and other modifications are not prohibited by the terms of this Agreement).
- (h) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.
- (i) If any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict.
- (j) All documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict.
- (k) This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party does not apply to the construction or interpretation of this Agreement.

1.3 Schedules and Exhibits

The following are the Schedules and Exhibits attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule 1.1(k)	Assumed Contracts
Schedule 1.1(nn)	Equipment, Capital Spares and Delivery Locations
Schedule 1.1(oo)	Excluded Assets
Schedule 1.1(pp)	Excluded Contracts
Schedule 1.1(zz)	Intellectual Property
Schedule 1.1(ccc)	Leased Equipment
Schedule 1.1(ddd)	Leased Real Property
Schedule 1.1(iii)	Owned Real Property
Schedule 1.1(kkk)	Permits
Schedule 1.1(ppp)	Prepaid Expenses
Schedule 2.3(a)(iii)	Assumed Liabilities

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Schedule 8.2(i)	Liens to be Released at Closing
Exhibit A	Form of Assignment Agreement
Exhibit B	Form of General Conveyance

1.4 Knowledge

References to a Party's knowledge or awareness and similar references mean the actual knowledge or awareness, as the case may be, of the officers of such Party who are primarily responsible for the matters in question, and does not include knowledge and awareness of any other Person or any constructive or imputed knowledge. A Party shall not have any obligation to make inquiry of any Person or the files and records of any Person or of any Government Authority in connection with any representations and warranties contained herein that are made to its knowledge, information, belief or awareness.

1.5 Supplements to Schedules

Prior to the Closing, either Party may, by written notice to the other Party no fewer than ten (10) days prior to the Closing, unless another time period is specified herein (in which case such specified time period shall control), amend or supplement any one (1) or more of the Schedules to update the description of the Purchased Assets, Excluded Assets, Assumed Liabilities or Excluded Liabilities to, among other things, reflect assets and properties acquired or disposed of after the date hereof in compliance with the terms of this Agreement. Purchaser shall have the right prior to the Closing Date, in its sole discretion, to remove any Equipment from Schedule 1.1(nn), including, for the avoidance of doubt, all furniture, fixtures, computers and other tangible personal property of the Debtors located at the Leased Real Property. Should the Purchaser remove any such Equipment, such removed Equipment shall be deemed not to be a Purchased Asset and shall not be assigned to or assumed by the Purchaser.

ARTICLE 2 PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Agreement of Purchase and Sale

Subject to the terms and conditions of this Agreement, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, assume, accept and receive from the Vendor, all of the Vendor's and the Debtors' right, title and interest in and to the Purchased Assets as herein provided, in each case free and clear of all Encumbrances and Claims (other than Permitted Encumbrances) and to assume, pay, satisfy, discharge, perform and fulfil, the Assumed Liabilities, in each case, at the Effective Time.

2.2 Transfer of Purchased Assets

Provided that Closing occurs and subject to the terms and conditions of this Agreement, title, possession, risk and beneficial ownership of the Purchased Assets and Business shall transfer from the Vendor and the Debtors to the Purchaser at the Effective Time.

2.3 Liabilities

- (a) Provided that Closing occurs and subject to the terms and conditions of this Agreement, the Purchaser shall assume, pay, satisfy, discharge, perform and fulfil, from and after the Effective Time, only those obligations and Losses and Liabilities of the Debtors which:
- (i) relate to the Assumed Contracts, Intellectual Property, Leased Equipment and Permits, in each case that arise out of events, facts or circumstances first occurring after the Effective Time;
 - (ii) relate to the Transferred Employees solely as set forth in Section 6.5, in each case that arise out of events, facts or circumstances first occurring after the Effective Time; or
 - (iii) are listed in Schedule 2.3, in each case that arise out of events, facts or circumstances first occurring after the Effective Time (other than the Taxes payable by the Purchaser pursuant to Sections 3.5, 3.6 and 3.7 of this Agreement).

(collectively, the "**Assumed Liabilities**"). For the avoidance of doubt, the Assumed Liabilities shall expressly exclude all of the Excluded Liabilities.

- (b) Other than the Assumed Liabilities, the Purchaser shall not assume or have any obligation to discharge, perform or fulfill any obligation or liability of the Debtors of any kind whatsoever (collectively, the "**Excluded Liabilities**") and all Excluded Liabilities remain the obligation and responsibility of the Debtors, including the obligations and Losses and Liabilities of the Debtors:
- (i) owing to a lender or creditor of the Debtors, including any bank overdrafts or bank indebtedness and any indebtedness or liabilities other than the Assumed Liabilities owing under any promissory note, or contract for the borrowing of money;
 - (ii) relating to Taxes (other than the Taxes payable by the Purchaser pursuant to Sections 3.5, 3.6 and 3.7 of this Agreement);
 - (iii) relating to any current or former employee of or other natural-person service provider to any of the Debtors (including the Employees and the Transferred Employees) in each case that arise out of events, facts or circumstances first occurring before the Effective Time;
 - (iv) all liabilities relating to or arising out of any Debtors' Benefit Plan; and
 - (v) relating to an Excluded Asset.

2.4 Assignment of Assumed Contracts and Third-Party Consents

- (a) Vendor shall assign to Purchaser all of the Vendor's and the Debtors' right, title and interest in and to, and all Debtors' duties and obligations under, the Assumed Contracts listed on Schedule 1.1(k), Purchaser shall assume as of the Closing

Date all such right, title, interest of the Vendor and the Debtors in and to the Assumed Contracts, provided however, Vendor shall pay and shall be responsible for the Contract Cure Amounts in connection with the assumption and assignment of the Assumed Contracts. To the extent any Assumed Contract does not constitute an executory contract subject to assumption and assignment under Section 365 of the US Bankruptcy Code (to the extent applicable), then the rights and obligations under such Assumed Contracts shall be transferred to Purchaser as part of the sale of the Purchased Assets with such rights and obligations (excluding, for the avoidance of doubt, all Contract Cure Amounts) being expressly assumed by Purchaser. Notwithstanding the foregoing, Purchaser shall have the right prior to the Closing Date, in its sole discretion, to remove any Assumed Contract from Schedule 1.1(k). Should the Purchaser remove any such Assumed Contract, such Assumed Contract shall be deemed not to be assumed by the Vendor and assigned to the Purchaser.

- (b) To the extent that the Court Approval or Applicable Law does not permit the assignment to the Purchaser of any Assumed Contract (any such Assumed Contracts, collectively, the "**Unassignable Contracts**"), unless the Vendor concludes, acting reasonably, that any Unassignable Contracts cannot be assigned under any circumstances and provides written notice of such Unassignable Contracts to Purchaser, then:
 - (i) each of the Parties shall use reasonable commercial efforts to obtain, as may be required by the terms of such Assumed Contracts, consents or approvals to the assignment of such Assumed Contracts; provided that the Vendor shall not be required to pay any amount or fee whatsoever, including any costs or expenses in connection with its efforts to obtain such consent or approval, which shall be for the sole account of the Purchaser, and for greater certainty, the Purchaser shall be responsible for and shall pay all costs or expenses, which shall be paid either directly to the applicable counterparty or to the Vendor at or prior to Closing, which costs or expenses shall be in addition to the Purchase Price received by the Vendor for the Purchased Assets;
 - (ii) pending the effective transfer or assignment of the relevant Unassignable Contracts, the Vendor shall hold the right, title, interest in and to, and the duties and obligations under, such Unassignable Contracts in trust for the exclusive benefit of the Purchaser as bare trustee and agent, provided that the Purchaser will pay, perform, discharge and fulfill all duties and obligations of the Vendor and the Purchaser shall have all right, title, interest in and to, and all duties and obligations under, such Unassignable Contracts during that period;
 - (iii) the Vendor will, at the reasonable request and direction of the Purchaser (and at Purchaser's sole cost and expense), in the name of the Vendor or otherwise as the Purchaser shall reasonably specify, take all such reasonable actions and do all such reasonable things as shall, in the reasonable opinion of the Purchaser, be necessary or desirable in order that the rights, entitlements, benefits, remedies, duties and obligations of the Vendor under any such Unassignable Contract may be enjoyed, received or performed, as the case may be, in accordance with the terms

of such Unassignable Contract, including that all monies receivable under such Unassignable Contract may be received by the Purchaser and that all rights and licenses under such Unassignable Contracts may be exercised by the Purchaser;

- (iv) the Vendor shall promptly, but in no event more than five (5) Business Days, pay over to the Purchaser all such monies collected by the Vendor in respect of such Unassignable Contracts, net of any unpaid related costs or expenses (including any Taxes that are payable in respect of the receipt of such amounts), and shall provide Purchaser with reasonable supporting documentation with respect to such costs and expenses;
- (v) to the extent permitted by the applicable Unassignable Contract:
 - (A) the Purchaser will pay, perform and discharge the duties and obligations under such Unassignable Contract, on behalf of the Vendor until such time as the effective transfer or assignment of the relevant Unassignable Contracts to the Purchaser;
 - (B) the Vendor will exercise the rights, entitlements, benefits and remedies under such Unassignable Contracts, on behalf of the Purchaser until such time as the effective transfer or assignment of the relevant Unassignable Contracts to the Purchaser;
 - (C) the Purchaser shall indemnify and save harmless the Vendor from and against all of the Vendor's Losses and Liabilities arising as a consequence of the provisions of this Section 2.4, except to the extent caused by the gross negligence or wilful misconduct of the Vendor or Vendor's Representatives and except for Vendor's overhead and general administrative costs (to be determined in a manner consistent with past practices of Vendor in respect of the Purchased Assets); and
- (vi) the Vendor's obligations under this Section 2.4 shall expire and terminate and cease to be in effect on the date that is thirty (30) days following Closing, at which time all Unassignable Contracts for which consent is required for the assignment of such Unassignable Contract which has not been obtained by such date shall be deemed to be an Excluded Contract under this Agreement; without any adjustment of any kind whatsoever to the Purchase Price.
- (c) Nothing in this Agreement shall constitute an agreement to assign, and shall not be construed as an assignment of, or an attempt to assign to the Purchaser, any Unassignable Contract until such time as the necessary consents or approvals with respect to the assignment are obtained.
- (d) Both before and after Closing, each of the Parties shall use all commercially reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit the Transaction to be completed. The Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. In addition, it shall be the

sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to provide any and all financial assurances, deposits or security that may be required by Governmental Authorities or any Third Parties to permit the transfer to the Purchaser of the Purchased Assets or any of them.

2.5 Acquisition and Assignment of US Leased Vehicles

- (a) As soon as reasonably practicable following the date of this Agreement, Vendor shall take all necessary actions to acquire, on behalf of the Debtors, all right, title and interest in and to each of the US Leased Vehicles. Within five (5) business days following the date that the Vendor fulfills the requirements of paragraph 9(b) of the Receivership Order with respect to a US Leased Vehicle, the Vendor shall assign to the Purchaser, and the Purchaser shall assume and acquire, all right, title and interest in and to such US Leased Vehicle.
- (b) Pending the effective transfer or assignment of all right, title and interest in and to each of the US Leased Vehicles to the Purchaser, the Vendor shall hold such right, title and interest in and to, and all duties and obligations in respect of, such US Leased Vehicles in trust for the exclusive benefit of the Purchaser as bare trustee and agent.
- (c) The Purchaser shall indemnify and save harmless the Vendor from and against all of the Vendor's Losses and Liabilities arising as a consequence of the provisions of this Section 2.5, except to the extent caused by the gross negligence or willful misconduct of the Vendor or Vendor's Representatives and except for Vendor's overhead and general administrative costs (to be determined in a manner consistent with past practices of Vendor).
- (d) The Vendor shall not, without the prior written consent of the Purchaser, reject the US Vehicle Lease.

ARTICLE 3 PURCHASE PRICE

3.1 Consideration

In full consideration of the sale, assignment, transfer and conveyance of the Purchased Assets to the Purchaser, at the Closing, the Purchaser shall:

- (a) pay to the Vendor an aggregate amount in cash in immediately available funds equal to \$ [REDACTED] (the "**Base Price**"), subject to adjustment as set forth in Section 3.3 and Article 4 hereof, *plus* an amount in cash in immediately available funds equal to \$ [REDACTED] (the "**US Leased Vehicle Price**"), subject to adjustment as set forth in Section 4.3 hereof; and
 - (b) assume all of the Assumed Liabilities,
- (collectively, the "**Purchase Price**").

3.2 Deposit

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- (a) An amount equal to \$ [REDACTED] shall be paid in cash by the Purchaser to the Vendor upon execution of this Agreement by the Parties as a deposit (the "**Deposit**"), which Deposit received by the Vendor pursuant to this Section 3.2(a) shall be held in trust by the Vendor or the Vendor's Counsel in an interest-bearing account and shall be releasable in accordance with this Agreement.
- (b) If Closing occurs in accordance with the terms and conditions of this Agreement, the Deposit, together with all interest thereon to the Closing Date, shall be credited against the Purchase Price, in partial satisfaction of the Purchaser's obligation to pay the Purchase Price at Closing and shall be released to the Vendor or Vendor's Counsel in immediately available funds.
- (c) If this Agreement is terminated:
 - (i) by the Vendor pursuant to:
 - (A) Section 10.1(c); or
 - (B) Section 10.1(e) on account of the conditions set forth in Sections 3.2 or 5.2 not being satisfied, or not capable of being satisfied, or waived by the Outside Date and the Vendor is ready, willing and able to consummate the transactions contemplated hereby; or
 - (ii) by Purchaser pursuant to Section 10.1(d) and Vendor is, at the time of such termination, entitled to terminate this Agreement pursuant to Section 10.1(e) on account of the conditions in Sections 3.2 or 5.2 not being satisfied, or not capable of being satisfied, or waived by the Outside Date,

then the Deposit, together with all interest thereon to such date, shall be forfeited to the Vendor as liquidated damages and not for the purchase of assets or services, and the Deposit, together with all interest thereon to such date, shall be released from escrow and paid to Vendor, as its sole and exclusive remedy in such scenario, free of any claims by the Purchaser thereto. The provision for payment of liquidated damages in this Section 3.2(c) has been included because, in the event of a termination of this Agreement described in this Section 3.2(c), the actual damages to be incurred by the Vendor can reasonably be expected to approximate the amount of liquidated damages called for herein and because the actual amount of such damages would be difficult if not impossible to measure accurately.
- (d) If the Agreement is terminated for any reason other than as contemplated by Section 3.2(c), then the Deposit, together with all interest thereon to such date, shall be released from escrow and paid to Purchaser.

3.3 Satisfaction of the Purchase Price

At Closing, the Purchase Price shall be paid and satisfied as follows:

- (a) the Deposit, together with all interest thereon to the Closing Date, shall be credited against the Purchase Price, in partial satisfaction of the Purchaser's obligation to pay the Purchase Price at Closing; and

- (b) the Purchaser shall pay to the Vendor at Closing, by certified cheque, bank draft or electronic wire transfer, an amount equal to (i) the Purchase Price, *less* (ii) the Deposit, together with all interest thereon to the Closing Date, as set forth in the Interim Statement of Adjustments, *less or plus (as applicable)* (iii) any adjustments pursuant to Article 4 (collectively, the "**Closing Payment**").

3.4 Allocation of the Consideration

No later than thirty (30) days prior to the Closing Date, the Purchaser shall deliver to the Vendor the Purchaser's proposed allocation of the consideration among the Purchased Assets. The Vendor shall have five (5) days following its receipt of such allocation to propose any changes or indicate its concurrence therewith. If the Vendor does not concur with the proposed allocation, the Purchaser and the Vendor will use commercially reasonable efforts to reach agreement on the allocation of the consideration among the Purchased Assets in a manner consistent with Applicable Law (the resulting allocation, an "**Agreed Allocation**"). The Purchaser, on the one hand, and the Vendor, on the other hand, shall (i) be bound by the Agreed Allocation for purposes of determining Taxes, and (ii) prepare and file, and cause its Affiliates to prepare and file, its Tax Returns on a basis consistent with the Agreed Allocation. The Purchaser and the Vendor shall cooperate in preparing any updates or revisions to the Agreed Allocation in respect of any adjustments to the consideration. Neither the Purchaser nor the Vendor shall take any position inconsistent with the Agreed Allocation in any Tax Return, in any refund claim, in any audit, or otherwise unless required by a final determination by an applicable Governmental Authority; provided, however, that (A) the Purchaser's cost for the Purchased Assets may differ from the total amount allocated hereunder to reflect the inclusion in the total cost of items (for example, capitalized acquisition costs) not included in the amount so allocated, (B) the amount realized by the Vendor may differ from the total amount allocated hereunder to reflect transaction costs that reduce the amount realized for Tax purposes, (iii) nothing in this Agreement will prevent a Party from settling any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of the final allocation, and (iv) neither the Vendor or any of its Affiliates nor the Purchaser or any of its Affiliates will be obligated to litigate any challenge to such allocation of the consideration by a Governmental Authority. Each Party shall promptly notify the other upon receipt of notice of any pending or threatened Tax audit or assessment challenging the final allocation. If the Vendor and the Purchaser do not reach an Agreed Allocation by the date that is five (5) days prior to the Closing Date, the Vendor and the Purchaser will each prepare its own allocation of the of the consideration among the Purchased Assets to be used by such party and its Affiliates, provided such allocation is reasonable and in accordance with Applicable Law.

3.5 Transfer Taxes

The Parties agree that, conditional upon the Closing occurring:

- (a) the Purchase Price is exclusive of all Transfer Taxes and the Purchaser shall be liable for and shall pay any and all Transfer Taxes pertaining to the Purchaser's acquisition of the Purchased Assets or the registration of any Specific Conveyances necessitated hereby;
- (b) subject to Section 3.7, where the Vendor is required under Applicable Law to collect or pay Transfer Taxes, the Purchaser will pay the amount of such Transfer Taxes to the Vendor at Closing, which such Transfer Taxes Vendor shall remit to the appropriate Governmental Authority as soon after Closing as is practicable and in compliance with the applicable Tax Legislation. The Purchaser shall provide the

Vendor with a purchase exemption certificate or its equivalent to support any reasonable exemption claimed in respect of the Purchased Assets; or if the Vendor is required under Applicable Law to pay any such Transfer Taxes, the Purchaser shall promptly reimburse the Vendor the full amount of such Transfer Taxes upon delivery to the Purchaser of copies of receipts showing payment of such Transfer Taxes;

- (c) except where the Vendor is required under Applicable Law to collect or pay such Transfer Taxes, the Purchaser shall pay such Transfer Taxes, including all applicable provincial sales taxes, directly to the appropriate Governmental Authority or other entity within the required time period and shall file all necessary documentation with respect to such Transfer Taxes when due, and the Vendor will do and cause to be done such things as are reasonably requested to enable the Purchaser to comply with such obligation in a timely manner; and
- (d) the Purchaser shall indemnify the Vendor for, from and against any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) that the Vendor may pay or for which the Vendor may become liable as a result of any failure by the Purchaser to pay or remit such Transfer Taxes.

3.6 Property Taxes

The Parties agree that, conditional upon the Closing occurring:

- (a) Other than with respect to the single Owned Real Property located in Rio Vista, Texas, the Purchase Price is exclusive of all ad valorem property taxes and other personal property taxes or assessments levied or owed with respect to the Purchased Assets, Vendor shall be fully liable for and shall pay any and all such ad valorem property taxes (including those arising pursuant to the Leased Real Property) or other personal property taxes pertaining to the Purchased Assets to and including the Effective Time, regardless of when such property taxes may have been billed; and
- (b) With respect to the single Owned Real Property located in Rio Vista, Texas, the Purchaser shall pay such ad valorem property taxes and other personal property taxes or assessments to be due and owing for the fiscal year 2020 directly to the appropriate Governmental Authority or other entity within the required time period.

3.7 GST/HST

- (a) To the extent such election is applicable to the Transaction or any portion of the Purchased Assets, Vendor and Purchaser shall execute jointly an election under section 167 of the GST/HST Legislation to have the sale of the Purchased Assets take place on a GST/HST-free basis and Purchaser shall file such election no later than the filing date for its GST/HST return for the reporting period in which the sale of the Purchased Assets takes place. The Parties agree that, as between Vendor and Purchaser, Purchaser shall be solely liable for, and as a separate and independent covenant, Purchaser shall indemnify, defend and save harmless Vendor from, any GST/HST or any penalty, interest or other amounts with respect thereto (including any costs incurred by Vendor in collecting such amount from Purchaser), which may be payable by or assessed against Vendor under the

GST/HST Legislation as a result of the Transactions not being eligible for such election or Purchaser's failure to file such election as required by the GST/HST Legislation.

- (b) Subject to Section 9.2 above, Purchaser shall self-assess any applicable GST/HST on the portion of the Purchase Price attributable to a supply of real property located in Canada to the extent required by subsections 221(2) and 228(4) of the GST/HST Legislation and Vendor shall not collect GST/HST on such amounts, provided that Purchaser delivers to Vendor a GST/HST certificate and indemnity in form agreeable to Vendor.
- (c) If any payment made by Vendor or Purchaser as the result of a breach, modification or termination of this Agreement is deemed by GST/HST Legislation to include GST/HST, or is deemed by any applicable provincial or territorial legislation to include a similar value-added or multi-staged tax, the amount of such payment shall be increased accordingly; provided, however, that in the event there is a breach of this Agreement by the Purchaser resulting in the forfeiture of the Deposit to the Vendor, the Purchaser shall have no obligation to increase or pay any additional amounts and the Deposit amount shall be forfeited as an amount inclusive of any and all such Taxes.

3.8 Deferred Revenue Election

If applicable and if beneficial to either the Vendor or the Purchaser (without detriment to the other Party), the Purchaser and the Vendor shall elect jointly in the prescribed manner under subsection 20(24) of the Income Tax Act and the corresponding provisions of any other applicable Tax statute in respect of the deferred revenue of the Debtors' business for an amount of such deferred revenue that is being transferred to the Purchaser in consideration for the Purchaser undertaking future obligations in connection with such deferred revenue. In this regard, the Vendor and the Purchaser acknowledge that if such election is made, a portion of the Purchased Assets having a value equal to the elected amount under subsection 20(24) is being transferred to the Purchaser as a payment for the assumption of such future obligations by the Purchaser.

ARTICLE 4 ADJUSTMENTS

4.1 Adjustments

- (a) All costs and revenues incurred, accruing, payable, paid, received or receivable in respect of the Purchased Assets, including maintenance, capital and operating costs, advances, and payments with respect to Permitted Encumbrances (but specifically excluding those Transfer Taxes, ad valorem and property taxes addressed in Section 3.5, Section 3.6 and Section 3.7 of this Agreement) shall, subject to the provisions of this Agreement, be apportioned on an accrual basis between the Vendor and the Purchaser as of the Effective Time, on and subject to the following:
 - (i) except as otherwise provided in this Article 4, costs and revenues shall accrue in accordance with GAAP;

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- (ii) all such costs accruing up to the Effective Time shall be for the Vendor's account and all costs and revenues accruing after the Effective Time shall be for the Purchaser's account;
 - (iii) all such costs pertaining to work performed or goods or services provided with respect to the Purchased Assets prior to the Effective Time shall be borne by and for the account of the Vendor, notwithstanding that such costs may be payable in whole or in part after the Effective Time and all such costs pertaining to work performed or goods or services provided with respect to the Purchased Assets after the Effective Time shall be borne by and for the account of the Purchaser notwithstanding that such costs may have been paid in whole or in part prior to the Effective Time; a
 - (iv) all such revenues up to the Effective Time shall be for the Vendor's account, and all such revenues received after the Effective Time shall be for the Purchaser's account, regardless of whether such revenues are accrued prior to or after the Effective Time, and Vendor shall hold in trust for, on behalf of and pay to the Purchaser, in accordance with Section 6.9, any such revenues received by the Vendor;
 - (v) all rentals and other periodic payments shall be apportioned between the Vendor and the Purchaser on a per diem basis as of the Effective Time with all rentals and other periodic payments accrued to the Effective Time for the Vendor's account and all rentals and other periodic payments accrued after the Effective Time for the Purchaser's account.
- (b) The effective time for income tax purposes shall be the Effective Time.
 - (c) All adjustments to be made pursuant to this Section 4.1 shall be allocated at or prior to the Closing Date to intangible assets comprising the Purchased Assets in the case of any adjustment made under Section 4.1(a).

4.2 Equipment, Capital Spares and Inventory

- (a) The Vendor and the Purchaser (or its designated Representative) will jointly conduct an on-site physical count of the Equipment, Capital Spares and Inventory to be completed not more than fifteen (15) Business Days before Closing, and shall use commercially reasonable efforts to agree upon a written statement describing the adjustments to the Closing Payment out in this Section 4.2.
- (b) If any major individual components that are generally accepted in the industry as forming a part of an item of Equipment included in the Purchased Assets as described in Schedule 1.1(nn) or any Capital Spares included in the Purchased Assets as described in Schedule 1.1(nn) (whether broken or fixed) are not accounted for or if any such item is not reasonably capable of being delivered into the Purchaser's possession or control at the Closing with good and exclusive title, free and clear of any Encumbrances, other than the US Leased Vehicles which will be assigned to the Purchaser pursuant to the terms of Section 2.5, then the Closing Payment shall be reduced by an amount equal to (i) the Net Book Value of such item of Equipment *multiplied* by (ii) the Adjustment Ratio; and each such item of Equipment shall constitute an Excluded Asset for the purposes of this Agreement.

- (c) Notwithstanding anything else contained in this Article 4, no adjustments shall be made pursuant to this Section 4.2 until such adjustments, in the aggregate, exceed five percent (5%) of the Base Price (the "**De Minimus Threshold**") and then only by the amount that the adjustment amount exceeds the De Minimus Threshold.

4.3 US Leased Vehicle Price Adjustment

The Vendor and the Purchaser acknowledge and agree that the US Leased Vehicle Price is calculated on the basis of the Closing occurring on or prior to August 31, 2020. Should the Closing occur on a date following August 31, 2020, the US Leased Vehicle Price shall be adjusted to equal the amount of the outstanding balance under the US Vehicle Lease as of the Closing Date *plus* the amount of any payout fees associated with the US Leased Vehicles as at the Closing.

4.4 Statement of Adjustments

- (a) The Vendor shall carry out an interim accounting and adjustment and prepare and deliver to the Purchaser at least three (3) Business Days prior to the Closing Date a statement setting forth the Vendor's good faith estimate of all adjustments (the "**Interim Statement of Adjustments**") to be made for the transactions contemplated herein. The Vendor shall make available to the Purchaser all information reasonably necessary for Purchaser to understand and confirm the calculations in that statement.
- (b) Within sixty (60) days following the Closing Date, the Purchaser shall prepare and deliver, and the Vendor shall cooperate in preparing, a final statement of all adjustments and payments ("**Final Statement of Adjustments**"), on the basis of the information available within that period, to be made for the transactions contemplated herein, including any settlement payment required to be made by either Party as a result of differences between the Final Statement of Adjustments and the Interim Statement of Adjustments.
- (c) In the event the Parties are unable to agree on the Final Statement of Adjustments within fifteen (15) days of delivery of such Final Statements of Adjustments, the Parties will immediately proceed with appointing an independent Third Party auditor (so qualified by skill and experience to determine the dispute) selected by the mutual agreement of the Parties to review the Parties' submissions on the Final Statement of Adjustments, which shall be binding on the Parties. There shall be no *ex parte* communications between either Vendor or Purchaser, on the one hand, and the independent Third Party auditor, on the other hand, relating to those matters in dispute, other than the initial written submission by Vendor and Purchaser of their respective positions on the matters in dispute and written answers by Vendor and Purchaser to written questions from the independent Third Party auditor. The independent Third Party auditor shall be authorized to select only the position as to each line item in dispute as set forth in the Final Statement of Adjustments and as presented by either Vendor (on the one hand) or Purchaser (on the other hand), it being acknowledged and agreed that the independent Third Party auditor may agree with Vendor on certain matters and Purchaser on other matters. Subject to the following sentence, the independent Third-Party auditor shall have no power to reach any other result and shall select the amount for each matter in dispute that, in its judgment, is the closest to being in conformity with this Agreement. For the avoidance of doubt, the independent Third Party auditor (i)

shall not review any line items or make any determination with respect to any matter other than those line items in the Final Statement of Adjustments that remain in dispute, and (ii) may consider each line item that is disputed in the Final Statement of Adjustments separately. The costs of the Third-Party auditor shall be borne by the Parties in inverse proportion as they may prevail on matters resolved by the independent Third-Party auditor, which proportionate allocations shall also be determined by the independent Third Party auditor at the time the determination of the independent Third Party auditor is rendered on the merits of the matters submitted. The Parties agree to cooperate in good faith and use commercially reasonable efforts to assist such Third-Party auditor in determining the final Statement of Adjustments as soon as reasonably practical following the appraiser's appointment.

- (d) All adjustments shall be settled by the prompt payment by any Party obliged to make payment pursuant to this Agreement. Interest at the Prime Rate plus one percent (1%) per annum shall be paid on any settlement payment which remains unpaid by one Party to the other Party when due, with such interest accruing from the date such amount is due to the date payment is made.
- (e) Subject only to this Section 4.3, the Final Statement of Adjustments shall constitute the final accounting between the Parties in respect of costs and revenues accruing, payable, paid, received or receivable in respect of the Purchased Assets, shall be binding on the Parties and shall not be subject to dispute. For certainty, notwithstanding any other provision in this Agreement, save pursuant to the Final Statement of Adjustments, there shall be no further adjustments made between the Parties in respect of any costs or revenues accruing, payable, paid, received or receivable in respect of the Purchased Assets, including rentals, maintenance, development, capital and operating costs, advances, and payments with respect to Permitted Encumbrances, including, but not limited to, any costs or revenues that are disclosed or adjusted as a consequence of any subsequent joint venture audits, royalty adjustments or similar audit or adjustment procedures pursuant to the Assumed Contracts or Applicable Law.
- (f) The Purchaser and the Vendor will each bear their own fees and expenses, including the fees and expenses of their respective accountants and auditors, in preparing or reviewing, as the case may be, the Final Statement of Adjustments.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Vendor's Representations and Warranties

The Vendor hereby represents and warrants to and in favour of the Purchaser that:

- (a) the Vendor has been appointed by the Alberta Court as receiver and manager of the property of the Debtors pursuant to the Receivership Order, and such appointment is valid and subsisting as not been varied or amended;
- (b) provided that Court Approval is obtained, the consents, approvals or waivers that are required in connection with the assignment of the Assumed Contracts or other than as provided in this Agreement, the execution, delivery and performance of

this Agreement and all the documents contemplated in Section 8.2 hereof by the Vendor does not and will not (i) require any filing with, or the obtaining of any Permit, consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Vendor of the Transaction or have a material adverse effect on the Business, or (ii) to the knowledge of the Vendor, violate any Governmental Order or any Law applicable to the Debtors;

- (c) neither the Vendor nor the Debtors has incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees in respect of the Transaction for which the Purchaser shall have any obligations or liability;
- (d) neither the Vendor nor the Debtors have, as at the date hereof, received notice of any Claims in existence, contemplated, pending or threatened against them seeking to prevent the consummation of the Transaction;
- (e) the Purchased Assets owned by Canadian Debtors are all or substantially all of the assets necessary for the Purchaser to carry on the business carried on by such Debtor;
- (f) to the Vendor's knowledge, the Vendor is not a non-resident of Canada for purposes of the Income Tax Act;
- (g) none of the Canadian Debtors is a non-resident of Canada for the purposes of the Income Tax Act;
- (h) to the Vendor's knowledge, none of the Purchased Assets owned by the non-Canadian Debtors constitutes taxable Canadian property for the purposes of section 116 of the Income Tax Act;
- (i) The Debtors with Purchased Assets in Canada are registered for GST/HST purposes under the GST/HST Legislation and their registration number(s) are as follows:
 - (i) BOS Solutions Ltd.: 87133 8513 RT0002;
- (j) provided that Court Approval is obtained, this Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor and is enforceable against the Vendor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity; and
- (k) the Receivership Proceedings were recognized by the US Court as a foreign main proceeding pursuant to 11 USC. § 1517, the Receivership Order was granted comity, the terms of the Receivership Order were given full force and effect in the US, and the Vendor, as foreign representative on behalf of the Debtors, was granted all of the relief afforded under 11 USC. § 1520, all pursuant to the US

Recognition Order, and the Sale Process Procedures are recognized and given effect through the US Sale Process Order.

5.2 Purchaser's Representations and Warranties

The Purchaser hereby represents and warrants to and in favour of the Vendor that:

- (a) S3S is a Texas limited liability company duly formed and validly subsisting under the laws of the jurisdiction of its formation and has the requisite power and authority to enter into this Agreement and to complete the Transaction and once formed, Canada S3S will be duly formed and validly subsisting under the laws of the jurisdiction of its formation and will have the requisite power and authority to complete the Transaction;
- (b) the Purchaser has taken all necessary corporate action to authorize the entering into and performance by it of this Agreement;
- (c) execution, delivery and performance of this Agreement by the Purchaser does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Purchaser of the Transaction;
- (d) it has not incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees in respect of the Transaction for which the Vendor or the Debtors shall have any obligations or liability;
- (e) it has not received notice of any Claims in existence, contemplated, pending or threatened against it seeking to prevent the consummation of the Transaction;
- (f) this Agreement has been duly executed and delivered by the Purchaser and, subject to Court Approval, constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;
- (g) it has sufficient funds available to it to enable it to pay in full the Purchase Price to the Vendor as herein provided and otherwise to fully perform its obligations under this Agreement;
- (h) other than a customary post-closing notification under the *Investment Canada Act*, there is no requirement for the Purchaser to make any filing with, give any notice to, or obtain any authorization of, any Governmental Authority pursuant to the *Competition Act* (Canada), *Investment Canada Act* or the *Hart-Scott-Rodino Antitrust Improvements Act of 1976* (US) as a result of, in connection with, or as a condition to the lawful completion of the Transaction; and
- (i) Canada S3S will be registered for GST/HST purposes under the GST/HST Legislation prior to Closing.

5.3 Enforcement of Representations and Warranties

- (a) Other than the representations and warranties set forth in Section 5.4 (which shall survive the Closing), the representations and warranties of each Party contained in this Agreement shall survive until Closing and shall thereafter be of no further force and effect. Effective upon the occurrence of Closing, each Party hereby releases and forever discharges each other Party from any breach of any representations and warranties set forth in this Agreement.
- (b) The representations and warranties of the Vendor made herein or pursuant hereto are made for the exclusive benefit of the Purchaser, and the representations and warranties of the Purchaser made herein or pursuant hereto are made for the exclusive benefit of the Vendor, as the case may be, and are not transferable and may not be made the subject of any right of subrogation in favour of any other Person.
- (c) The Parties expressly acknowledge and agree that the provisions of this Section 5.3 and the limit on each Party's liability set out in this Section 5.3 are intended by the Parties as a limitation of liability that represents a fair and equitable allocation of the risks and liabilities that each Party has agreed to assume in connection with the subject matter hereof and is not an agreement within the provision of subsection 7(2) of the *Limitations Act* (Alberta).

5.4 No Additional Representations and Warranties

- (a) The Purchaser acknowledges and agrees that it is acquiring the Purchased Assets on an "as is, where is" and "without recourse" basis, and that neither the Vendor nor any of its Representatives make any representations or warranties of any kind whatsoever, express or implied, except as explicitly set forth in Section 5.1, and in particular, and without limiting the generality of the foregoing, the Vendor expressly negates and disclaims, and neither the Vendor nor any of its Representatives shall be liable for, any representation or warranty (except as expressly set forth in Section 5.1) which may have been made or alleged to be made in any instrument or document related hereto, or in any statement or information made or communicated (in writing or orally) to the Purchaser or its Representatives in any manner including any opinion, information, or advice which may have been provided to the Purchaser by the Vendor or any of its Representatives in connection with the Purchased Assets, Assumed Liabilities or in relation to the Transaction. For greater certainty, except as expressly set forth in Section 5.1, neither the Vendor nor any of its Representatives make any condition, representation or warranty whatsoever, express or implied, with respect to:
 - (i) the merchantability, physical or financial condition, description, fitness for a particular purpose, suitability for development, title, description, use or zoning, Environmental condition, existence of latent defects, quality, quantity or any other thing affecting any of the Purchased Assets;
 - (ii) the Data Room Information or any other data or written (including electronically) or oral information, including any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information, supplied by the Vendor or any of its Representatives in connection with the

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Business, Purchased Assets, and Assumed Liabilities, including by way of management presentations, site visits and diligence meetings or telephone calls or otherwise;

- (iii) the validity or enforceability of the Assumed Contracts or Intellectual Property;
- (iv) the value of any of the Purchased Assets or the future cash flow therefrom;
- (v) any regulatory approvals, Permits and licenses, consents or authorizations that may be needed to complete the Transaction contemplated by this Agreement or to operate or carry on the Business or any portion thereof; or
- (vi) the quality, condition, description, fitness for purpose, suitability, serviceability or merchantability of the Equipment or Inventory or any other tangible, depreciable equipment or property forming part of the Purchased Assets.

Notwithstanding the "as is, where is" and "without recourse" nature of the Transaction, nothing set forth in this Section 5.4(a) shall relieve the Purchaser of its right to an adjustment to the Purchase Price in respect of damaged or missing Equipment or Inventory.

- (b) The Purchaser hereby acknowledges and confirms that it is satisfied with its due diligence investigations with respect to the Purchased Assets, Business and Assumed Liabilities and hereby acknowledges and confirms that it is relying solely on the Vendor's representation and warranties in Section 5.1 and its own investigations concerning the Purchased Assets, Business and Assumed Liabilities, and it has not relied on any advice from the Vendor or any of its Representatives with respect thereto, including with respect to the matters specifically enumerated in Section 5.4(a) in connection with the purchase of the Purchased Assets and the Business and the assumption of the Assumed Liabilities pursuant hereto.
- (c) Except for the Vendor's representations and warranties in Section 5.1, any information regarding or describing the Business, Purchased Assets or the Assumed Liabilities in this Agreement (including the Schedules hereto), or in any other agreement or instrument contemplated hereby, is for identification purposes only, is not relied upon by the Purchaser, and except for the Vendor's representations and warranties in Section 5.1, no representation, warranty or condition, express or implied, has or will be given by the Vendor or any its Representatives, or any other Person concerning the completeness or accuracy of such information or descriptions.
- (d) Except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Vendor and its Representatives in respect of the Business, Purchased Assets, the Transaction and any representations or statements made or information or data furnished to the Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such

waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Sale of Goods Act* (Alberta) (or similar applicable statutes), warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

- (e) Other than those representation and warranties set out in this Section 5.4, none of representations and warranties contained in this Article 5 shall survive Closing and, other than in the case of fraud, the Purchaser's sole recourse for any material breach of representation or warranty in this Article 5 shall be for the Purchaser to not complete the Transaction in accordance with Sections 7.1 and 7.2 of this Agreement.

ARTICLE 6 COVENANTS

6.1 Maintenance of Business Until Closing

Until the Effective Time, subject to the Receivership Order, the Sale Process Order and the US Sale Process Order, the Vendor shall, and shall cause the Debtors' employees to:

- (a) conduct the Business in accordance with generally accepted industry practices having due regard to the interests of the Purchaser under this Agreement;
- (b) cause the Equipment and Leased Equipment to be maintained in accordance with generally accepted industry practices;
- (c) not, directly or indirectly, do or permit to occur any of the following without the prior written consent of the Purchaser:
 - (i) other than the US Leased Vehicles, acquire any assets (excluding Inventory in the ordinary course) having an acquisition cost of more than fifty thousand dollars (\$50,000) individually or in the aggregate;
 - (ii) sell, lease, assign, transfer, abandon or otherwise dispose of any of the Purchased Assets, excluding Inventory in the ordinary course of business;
 - (iii) make or commit to make any capital expenditures of more than fifty thousand dollars (\$50,000) individually or in the aggregate;
 - (iv) agree to assume any new obligation or commitment respecting the Purchased Assets, other than entered into from time to time in the ordinary course of business with pricing and margins consistent with practice in effect since May 4, 2020, in no event to exceed fifty thousand dollars (\$50,000);
 - (v) encumber, pledge, grant or create a security interest over the Purchased Assets;

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- (vi) amend or agree to amend or terminate any of the Assumed Contracts or enter into an agreement in respect of the Purchased Assets, other than work orders entered into from time to time in the ordinary course of business under the Assumed Contracts;
 - (vii) recognize any labor organization as representative of any employees of any of the Debtors, enter into any collective bargaining agreement or other contract with any labor organization relating to any employees of any of the Debtors;
 - (viii) implement any employee layoffs, plant closures or other employment-termination events that could require notice under the WARN Act;
 - (ix) agree to, authorize, approve, accept, propose or acquiesce to any release, waiver, surrender, cancellation, relinquishment or restriction of any material right or entitlement relating to the Purchased Assets or the Business, whether under contract or otherwise; or
 - (x) transfer or consent to the transfer of any material right or entitlement that may be exercised against Vendor or any of the Debtors, which relates to the Purchased Assets or the Business;
- (d) preserve intact the Business and the Purchased Assets and use reasonable commercial efforts in the circumstances to preserve for Purchaser the goodwill of suppliers, customers and others having business relations with the Business;
- (e) use reasonable commercial efforts to perform and comply with the covenants contained in the Assumed Contracts to be performed or complied with by the Vendor or any of the Debtors prior to Closing.
- (f) promptly provide the Purchaser with:
- (i) any material communication, notice, report, schedule or other document delivered, filed or received by the Vendor in connection with the Business or Purchased Assets or any filings under Applicable Law relating to the Business or Purchased Assets; and
 - (ii) full particulars of any Claim or any proceeding against, involving or affecting Vendor, the Business or Purchased Assets or any current or former employee, agent or other Representative of Vendor of which the Vendor shall receive notice or otherwise become aware, including copies of any documentation relating thereto;
- (g) use reasonable commercial efforts to maintain any Permits currently in effect related to the Business until Closing, including preparation and submission of any renewal applications;
- (h) maintain any insurance currently in effect respecting the Purchased Assets until Closing; and

- (i) use reasonable commercial efforts to pay and discharge all liabilities or obligations of the Vendor in the ordinary and usual course of the Business consistent with industry standards, except for such liabilities or obligations: (i) as may be contested by the Vendor in good faith; or (ii) that existed prior to the date of the Receivership Order (except as otherwise set forth in such Receivership Order).

6.2 Access

- (a) Until the Closing Date, the Vendor shall provide the Purchaser and its Representatives with reasonable access during normal business hours to the Purchased Assets (including the Owned Real Property), the Leased Real Property, the Debtor's yards, corporate offices, laboratories or other places where any of the Purchased Assets (including the Books and Records) are located, and personnel of the Vendor reasonably required by the Purchaser in order to allow for and assist the Purchaser with the inspection of, and the integration and transition of, the Purchased Assets into the Purchaser's overall operations and business and in order to allow for an orderly passing of the Purchased Assets to the Purchaser following Closing in accordance herewith. Without limiting the foregoing, at the Purchaser's request, the Vendor will cooperate in all reasonable respects, at the Purchaser's cost, to introduce Purchaser to the landlords and lessors under the leases for the Leased Real Property and the Leased Equipment so that the Purchaser may negotiate directly with such parties, provided that Vendor shall be copied on all such correspondence, and provided further that nothing in this Section 6.2(a) shall result in additional conditions to Closing or have any impact on the Closing.
- (b) Until the Closing Date, the Purchaser may conduct Phase I environmental site assessments (or Phase II if so recommended pursuant to the Phase I report), environmental compliance investigations, or non-intrusive environmental sampling, testing or investigation of the Owned Real Property and the Leased Real Property during normal business hours without prior Vendor approval; provided, further, the Purchaser may conduct any Phase II or other intrusive environmental sampling, testing or investigation of the Owned Real Property and the Leased Real Property, upon the prior written consent of the Vendor (such consent not to be unreasonably withheld, conditioned or delayed). The Closing Date shall not be conditioned or delayed as a result of any testing contemplated by this Section 6.2(b) not having been completed.
- (c) Notwithstanding Section 6.2(a) or Section 6.2(b), the Purchaser acknowledges that the Vendor will be continuing to operate the Purchased Assets until Closing and, accordingly, that the Purchaser's access to the Purchased Assets, the Owned Real Property and the Leased Real Property before Closing will only be allowed on reasonable notice to the Vendor and on the condition that such access does not unreasonably interfere with or interrupt the operation of the Purchased Assets or the Business and is consistent with Applicable Law.
- (d) The access to the Purchased Assets, the Owned Real Property and the Leased Real Property to be afforded to the Purchaser and its Representatives pursuant to this Section 6.2 will be subject to the Assumed Contracts or the contracts for the Leased Real Property, as applicable, all of the Vendor's health, safety and Environmental rules, policies and procedures and any and all restrictions imposed

by a Governmental Authority. Further, the Purchaser acknowledges and agrees that it shall:

- (i) be solely liable and responsible for any and all Losses and Liabilities which the Vendor or its Representatives may suffer, sustain, pay or incur in; and
- (ii) as a separate covenant, indemnify and save harmless the Vendor and its Representatives harmless from any and all Claims or Losses and Liabilities whatsoever which may be brought against, suffered by or incurred by the Vendor or its Representatives;

in each case, arising out of, resulting from, attributable to or in any way connected with any access provided to the Purchaser or its Representatives pursuant to this Section 6.2(d).

- (e) The Vendor (i) shall not, without the prior written consent of the Purchaser, reject any lease with respect to the Leased Real Property, the Debtor's yards, corporate offices, laboratories or other places where any of the Purchased Assets (including any Books and Records) are located and (ii) shall provide Purchaser with reasonable access during normal business hours to such Leased Real Property, the Debtor's yards, corporate offices, laboratories or other places where any of the Purchased Assets (including any Books and Records) are located, in each case, until sixty (60) days after the Closing Date in order to assist and allow the Purchaser to take possession of the Purchased Assets.

6.3 Possession of Purchased Assets and Expenses for Removal

- (a) If the Closing occurs, the Purchaser shall be responsible for and shall take possession of the Purchased Assets within sixty (60) days at the delivery location(s) specified in Schedule 1.1(nn) (the "**Delivery Locations**") or such other location(s) as the Parties may agree in writing. In addition, Purchaser shall be responsible and pay as and when required:
 - (i) any and all costs of dismantling or removing Purchased Assets from the applicable Delivery Location(s) and/or transporting them to a new location; and
 - (ii) the cost of repairing any damage caused by dismantling or removal of any of the Purchased Assets from the applicable Delivery Location(s) and/or transporting to a new location.
- (b) The Purchaser shall be liable for any and all Claims, Losses and Liabilities whatsoever caused by or in any way arising out of any dismantling or removal of any Purchased Assets from the designated Delivery Locations or any failure to dismantle or remove any Purchased Assets from the designated Delivery Locations. The Purchaser shall indemnify and save harmless the Vendor, its Representatives and their respective officers, directors, employees or other Representatives in respect of and from any and all Claims, Losses and Liabilities that any of them may incur or suffer by reason of any dismantling or removal of any Purchased Assets from the designated Delivery Location(s), or any failure to dismantle or remove any Purchased Assets from the designated Delivery

Location(s). Notwithstanding the foregoing to the contrary, except as expressly assumed under this Agreement, Purchaser shall not be responsible for the payment of any Claims, Losses and Liabilities arising, occurring or relating to the period prior to the Closing Date related to the storage, repair, service, operation or maintenance of the Purchased Assets at such Delivery Location.

6.4 Personal Information

The Vendor and the Purchaser shall at all times:

- (a) use and disclose the Personal Information that forms part of the Purchased Assets, under their or its control solely for the purposes for which the Personal Information was collected or such additional purposes as are permitted or authorized by Applicable Law;
- (b) protect the Personal Information using security safeguards that meet or exceed industry standards, taking into account the sensitivity of the Personal Information; and
- (c) give effect to any withdrawal of consent by the individual to whom the Personal Information relates where the Personal Information was collected with consent.

6.5 Employee Matters

- (a) The Vendor will timely provide to the Purchaser such information, including Personal Employee Information, with respect to the relevant Employees being considered as potential Transferred Employees as may be reasonably required for the Purchaser to comply with its obligations under this Section 6.5.
- (b) The Vendor agrees that, during the period between execution of this Agreement and the Effective Time, the Purchaser shall have the right, but not the obligation, to meet with and engage in discussions with Employees, consultants and contractors regarding potential employment and contracting opportunities with the Purchaser following the Effective Time. If the Purchaser elects to meet with any of the Employees, consultants or contractors, the Vendor will provide to the Purchaser any necessary information in the Vendor's possession, including Personal Employee Information, as the Purchaser may reasonably request relating to the relevant Employees, consultants or contractors, subject to compliance with Applicable Laws.
- (c) At least ten (10) days prior to the Effective Time, the Purchaser shall deliver to the Vendor a list of the Employees to whom it will make offers of employment, which must be at least the minimum number to avoid creating any obligation under the WARN Act on the part of the Vendor, and Purchaser shall continue to employ at least the minimum number of Employees for the minimum duration necessary to avoid creating any obligations under the WARN Act on the part of the Vendor. At least ten (10) days prior to the Effective Time, and subject to Section 6.5(d), the Purchaser shall make written offers of employment to such Employees, which shall: (i) not recognize the length of service of any Employee with any of the Debtors except as may be required, and then only to the minimum extent required, by Applicable Laws or as required by the terms of any labour agreements that are

Assumed Contracts, (ii) be conditional upon Closing, and (iii) be effective as of the Effective Time.

- (d) The Purchaser agrees to provide the Vendor with the proposed forms of written offers of employment to be made to the selected Employees and referenced in Section 6.5(c) at least five (5) days prior to providing such written offers of employment and agrees to act reasonably in considering any comments provided by the Vendor in respect of such offers.
- (e) At least five (5) days prior to the Effective Time, the Purchaser shall deliver to the Vendor a list of those selected Employees who have accepted the written offers of employment pursuant to Section 6.5(b). Those Employees who accept such offers and actually commence employment with Purchaser or one of its Affiliates immediately following the Effective Time are referred to herein as the "**Transferred Employees.**"
- (f) Except as set forth in Section 6.5(g), the Vendor shall be responsible for all Losses and Liabilities, Claims, penalties and assessments relating to the employment or termination thereof of all Employees howsoever and whenever arising, including claims for severance or wrongful termination related to their employment with any of the Debtors prior to the Effective Time.
- (g) The Purchaser shall be responsible for and indemnify the Vendor in respect of all Losses and Liabilities, Claims, penalties and assessments relating to the employment of the Transferred Employees by the Purchaser on and after the Effective Time or the termination of employment of such Transferred Employees by the Purchaser, including claims for severance or wrongful termination arising with respect to such Transferred Employees after the Effective Time.

6.6 Privacy Laws

- (a) Each Party shall, and shall ensure that its Representatives shall, comply with Applicable Privacy Law in the course of their collection, use and disclosure of Transaction Personal Information pursuant to this Agreement.
- (b) Each Party agrees that the collection, use and disclosure of Transaction Personal Information is necessary for the purposes of determining if the Parties will proceed with the Transaction and completing the Transaction.
- (c) The Purchaser shall, and shall ensure that its Representatives shall, not use Transaction Personal Information for any purposes other than those related to evaluation of the Transaction and/or the completion of the Transaction.
- (d) If the Transaction proceeds, neither the Purchaser nor any of its Representatives shall, after Closing, without the consent of the individuals to whom such Personal Information relates, or as otherwise permitted or required by Applicable Law, use or disclose Transaction Personal Information for purposes other than those for which such Transaction Personal Information was originally collected prior to Closing.

- (e) In the event of the successful completion of the Transaction, the Purchaser, if and only to the extent required by Applicable Privacy Law that governs the Personal Information of individuals whose Personal Information has become Transaction Personal Information, shall notify such individuals that a business transaction has taken place and that their Personal Information was disclosed by the Vendor to the Purchaser for the purposes of this Agreement.
- (f) If this Agreement is terminated as provided herein, the Purchaser shall promptly destroy all Transaction Personal Information in its possession or in the possession of its Representatives, including all copies, reproductions, summaries or extracts thereof.
- (g) The Purchaser shall use commercially reasonable efforts to protect and safeguard the Transaction Personal Information including to protect the Transaction Personal Information from loss or theft, or unauthorized access disclosure, copying, use, modification, disposal or destruction and promptly advise the Vendor should any such loss, theft or unauthorized activity occur prior to the completion of the Transaction.

6.7 Intellectual Property

Within ten (10) Business Days of entering into this Agreement, the Vendor shall provide the Purchaser with a report of the current status of all applications, filings and proceedings, if any, to protect or preserve the Vendor's interest in the Intellectual Property.

6.8 Books and Records

- (a) From and after the Effective Time, the Purchaser shall provide the Debtors, the Vendor and their respective Representatives with (a) reasonable access to the Books and Records and personnel of the Purchaser reasonably required by the Debtors, the Vendor and their respective Representatives, as applicable, in order to allow for an orderly passing of the Purchased Assets to the Purchaser following Closing in accordance herewith, and (b) copies of any Books and Records that the Vendor or the Debtors are required by Applicable Law to retain in its or their possession.
- (b) From and after the date hereof, the Vendor shall not, and shall cause the Employees, consultants or advisors of any of the Debtors' or Vendor to not, without the prior written consent of the Purchaser, remove any Books and Records from their current location, except to deliver such Books and Records to the Vendor as receiver and manager of the property of the Debtors.

6.9 Misdirected Payments

From and after the Closing, in the event any the Vendor or the Debtors receive any payments on account of any Purchased Asset, or credits or refunds that the Vendor is otherwise entitled to pursuant to this Agreement, the Vendor or the Debtors, as applicable, will promptly notify the Purchaser and remit the same over to the Purchaser within five (5) Business Days of receipt of such payments.

6.10 Transition Services Agreement

At the request of the Purchaser prior to the Closing Date, the Parties shall enter into a transition services agreement, in form and substance satisfactory to the Parties, acting reasonably, to provide for the transition of the Purchased Assets into the Purchaser's overall operations and business and to allow for an orderly passing of the Purchased Assets to the Purchaser following Closing; provided, that the term of such transition services agreement shall end on the date that is thirty (30) days following Closing, unless otherwise agreed to by the Parties in writing.

6.11 Title Certificates for US Leased Vehicles

As soon as reasonably practicable following the effective transfer or assignment of all right, title and interest in and to each of the US Leased Vehicles to the Purchaser, the Vendor shall deliver or shall cause to be delivered to the Purchaser a Certificate of Title for each such US Leased Vehicle.

ARTICLE 7 CONDITIONS OF CLOSING

7.1 Mutual Conditions

The respective obligations of the Parties to complete the Transaction are subject to the following conditions being fulfilled or performed at or prior to the Closing Time:

- (a) the Courts have granted the Approval and Vesting Orders, and each shall be a Final Order;
- (b) all necessary waivers, consents and/or approvals of Governmental Authority, if any, for completion of the Transaction has been obtained;
- (c) no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable order or law which has the effect of: (i) making the Transaction contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the consummation the Transaction; and
- (d) the Closing is not otherwise prohibited by Applicable Law.

The foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may be asserted by the Vendor or the Purchaser regardless of the circumstances and may be waived only with the written agreement of both the Vendor and the Purchaser.

7.2 Conditions for the Benefit of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed as at or prior to the Closing Time:

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true and correct in all material respects as at the Closing Time with the same force and effect as if made at and as of such time;
- (b) the Vendor has complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement that are contemplated to be performed at or prior to the Closing;

- (c) the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 8.2 hereof; and
- (d) the US Approval and Vesting Order shall authorize the Vendor to assign to Purchaser, and Purchaser to assume, the Assumed Contracts (other than Unassignable Contracts) pursuant to Section 365 of the US Bankruptcy Code and shall bar counterparties to the Assumed Contracts (other than Unassignable Contracts) from asserting any objection to the assignment to and assumption by Purchaser of the Assumed Contracts from and after the Effective Time.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have. If any of the said conditions have not been complied with or waived by the Purchaser at or before the Closing Time, the Purchaser may terminate this Agreement by written notice to the Vendor and promptly receive a full refund of the Deposit together with all interest accrued thereon to such date.

7.3 Conditions for the Benefit of the Vendor

The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed as at or prior to the Closing Time:

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects as at the Closing Time with the same force and effect as if made at and as of such time, and the Purchaser shall have delivered to the Vendor a certificate to that effect in form and substance satisfactory to the Parties, acting reasonably;
- (b) the Purchaser has complied with and performed in all material respects all of its covenants and obligations contained in this Agreement; and
- (c) the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated in Section 8.3 hereof.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have. If any of the said conditions have not been complied with or waived by the Vendor at or before the Closing Time, the Vendor may terminate this Agreement by written notice to the Purchaser.

7.4 Satisfaction of Conditions

Each of the Parties shall proceed diligently and in good faith and use all commercially reasonable efforts to fulfil and assist in the fulfillment of the conditions set forth in Sections 7.1, 7.2 and 7.3. In addition, each of the Parties agrees not take any action that could reasonably be expected to preclude, delay or have an adverse effect on the Transaction or would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect.

7.5 Co-operation in Filing of Tax Returns

The Purchaser agrees to provide to the Vendor all commercially reasonable cooperation following the Closing Date in connection with the filing of Tax Returns of the Vendor in respect of which the Books and Records delivered to the Purchaser pursuant to this Agreement are relevant.

ARTICLE 8 CLOSING

8.1 Closing Date and Place of Closing

Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date. The completion of the Transaction shall take place upon the exchange of signatures electronically or otherwise at the Closing Time or at such other time as the Parties may agree in writing.

8.2 Deliveries on Closing by the Vendor

The Vendor shall deliver or cause to be delivered to the Purchaser at the Closing Time:

- (a) a certified copy of the Approval and Vesting Orders;
- (b) the Assignment and Assumption Agreement, duly executed by the Vendor;
- (c) the General Conveyance, duly executed by the Vendor;
- (d) any Specific Conveyances, requested by the Purchaser, acting reasonably, each in form and substance satisfactory to the Parties, acting reasonably, as executed by the Vendor, including without limitation, a Special Warranty Deed with respect to the Owned Real Property duly executed by the Debtor or Vendor to the extent authorized in recordable form by the Vesting Orders;
- (e) the Transition Services Agreement, duly executed by the Vendor, if applicable;
- (f) the Books and Records (including the Personal Employee Information for the Transferred Employees) in the possession of the Vendor (wheresoever located);
- (g) the Receiver's Certificate, duly executed by the Vendor;
- (h) a certificate prepared in accordance with Treasury Regulations Section 1.1445-2(b) certifying that each Debtor that holds an interest in real property located in the US is not a foreign Person within the meaning of Section 1445 of the Code, duly executed by each such Debtor;
- (i) forms of release for the liens and security interests set forth in Schedule 8.2(i), duly executed by the Vendor;
- (j) Personal Employee Information for the Transferred Employees; and
- (k) such further and other documents as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement, including any documents required under the Applicable Laws of the State of Texas.

8.3 Deliveries on Closing by the Purchaser

The Purchaser shall deliver to the Vendor at the Closing Time:

- (a) the Closing Payment as contemplated by Sections 3.3(a);
- (b) the Assignment and Assumption Agreement, duly executed by the Purchaser;
- (c) the General Conveyance, duly executed by the Purchaser;
- (d) the Transition Services Agreement, duly executed by the Purchaser, if applicable;
- (e) the certificate of the Purchaser referred to in Section 7.3(a);
- (f) any Specific Conveyances, requested by the Vendor, acting reasonably, each in form and substance satisfactory to the Parties, acting reasonably, duly executed by the Purchaser; and
- (g) such further and other documents as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

8.4 Risk and Insurance

The risk of loss of the Purchased Assets shall remain with the Vendor until the Closing Time. Upon Closing, all title and risk in respect to Purchased Assets shall pass to the Purchaser effective as of the Effective Time. Any property, liability and other insurance maintained by the Vendor shall not be transferred upon Closing but shall remain the responsibility of the Vendor until the Closing Time. The Purchaser shall be responsible for placing its own property, liability and other insurance coverage with respect to the Purchased Assets in respect of the period from and after the Closing Time.

ARTICLE 9 INDEMNITY AND HOLDBACK

9.1 Indemnification Given by Purchaser

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor for; and
- (b) as a separate covenant, indemnify the Vendor and its Representatives from and against;

the Assumed Liabilities and all Losses and Liabilities suffered, sustained, paid or incurred by any of them to the extent first arising or accruing on or after the Effective Time and which relate to the Purchased Assets, including all Losses and Liabilities attributable to the ownership, operation, use, construction or maintenance of the Purchased Assets first arising or accruing on or after the Effective Time. The Purchaser's indemnity obligation set forth in this Section 9.1 shall survive the Closing Date for a period of two (2) years following the Closing Date.

9.2 Holdback Against Vendor

- (a) If Closing occurs, the Vendor shall be liable to the Purchaser for, and as a separate covenant, cause the estate of the Debtors to holdback up to an amount equal to \$1,000,000.00 from and against all Losses and Liabilities suffered, sustained, paid or incurred by the Purchaser and which relate to:
 - (i) the Excluded Assets and the Excluded Liabilities, including all Losses and Liabilities attributable to the ownership, operation, use, construction or maintenance of the Excluded Assets; and
 - (ii) any breach by the Vendor of its covenants in Section 6.1 or its agreement in Section 2.1 to sell, assign and transfer the Purchased Assets free and clear of all Encumbrances and Claims (other than Permitted Encumbrances or Assumed Liabilities pursuant to this Agreement).
- (b) The holdback obligation set forth in this Section 9.2 shall survive for a period of ninety days (90) days following the Closing Date.

9.3 Limitation on the Estate of the Debtors' Liability

Notwithstanding anything to the contrary contained in this Agreement, the estate of the Debtors' shall not be required to holdback for claims by the Purchaser for aggregate Losses and Liabilities in excess of an amount equal to \$1,000,000.

9.4 Third Party Claims

- (a) If either Party (the "**Claiming Party**") receives notice of the commencement or assertion of any Third Party Claim for which the other Party (the "**Responding Party**") may be liable pursuant to this Agreement, the Claiming Party shall give the Responding Party reasonably prompt notice thereof, but in any event no later than ten (10) days after receipt of such notice of such Third Party Claim. Such notice to the Responding Party shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount (or the method of computation of the amount) of the Losses and Liabilities that has been or may be sustained by the Claiming Party, and a reference to the provisions of this Agreement upon which such Third Party Claim is based.
- (b) The Responding Party may participate in the defence of any Third Party Claim by giving notice to that effect to the Claiming Party not later than ten (10) days after receiving notice of that Third Party Claim so long as: (i) the Responding Party first acknowledges to the Claiming Party, in writing, that the outcome of such Third Party Claim does not alter or diminish the Responding Party's obligation to indemnify the Claiming Party pursuant to this Agreement, subject to the Responding Party's right to contest in good faith the Third Party Claim; and (ii) the Responding Party participates in the defence of the Third Party Claim actively and diligently. The Responding Party's right to do so shall be subject to the rights of any insurer or other Third Party who has potential liability in respect of that Third-Party Claim. The Responding Party shall pay all of its own expenses of participating in or assuming such defence. The Claiming Party shall cooperate in good faith in the defence of each Third-Party Claim and may participate in such defence assisted by counsel of its own choice at its own expense.

- (c) If the Claiming Party has not received notice within the notice period that the Responding Party has elected to participate in the defence of such Third Party Claim, or if the Responding Party has given such notice but thereafter fails to conduct such defence of such Third Party Claim, the Claiming Party may, at its option, elect to settle or compromise the third Party Claim on terms of its choosing, or assume such defence assisted by counsel of its own choosing, and the Responding Party shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any Losses and Liabilities suffered or incurred by the Claiming Party with respect to such Third Party Claim.

9.5 Exclusive Remedy

From and after Closing, each of the Parties acknowledges and agrees that, except for actual fraud, its sole and exclusive remedy with respect to any and all Losses and Liabilities pursuant to or in connection with this Agreement, the purchase of the Purchased Assets and the sale of the Purchased Assets by the Vendor or otherwise in connection with the transactions contemplated hereby and the Purchased Assets shall be limited to Section 2.4, Section 3.2, Section 3.5, Section 3.7, Section 6.2, Section 6.3, Section 6.5 and Article 9.

9.6 No Merger

There shall not be any merger of any liability or indemnity hereunder in any assignment, conveyance, transfer or document delivered pursuant hereto notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived.

9.7 Indemnification Payments

All indemnification payments shall constitute adjustments to the Purchase Price for all Tax purposes, shall be applied against or to the Purchased Assets to which such indemnification payment most closely relates and the Vendor and Purchaser shall not take a position inconsistent with such allocation.

ARTICLE 10 TERMINATION

10.1 Termination

This Agreement may be terminated at any time prior to Closing:

- (a) by the mutual written consent of the Parties hereto;
- (b) by the Purchaser upon written notice to the Vendor, if the Vendor breaches any of the material obligations, covenants, representations and warranties under this Agreement, and such breach not having been cured within five (5) Business Days of written notice of such material breach being given by the Purchaser to the Vendor;
- (c) by the Vendor upon written notice to the Purchaser, if the Purchaser breaches any of the material obligations, covenants, representations and warranties under this Agreement, and such breach not having been cured within five (5) Business Days

of written notice of such material breach being given by the Vendor to the Purchaser;

- (d) by the Purchaser upon written notice to the Vendor if the conditions for the benefit of the Purchaser pursuant to the provisions of Section 7.2 are not satisfied or waived by or on the Closing Date;
- (e) by the Vendor upon written notice to the Purchaser if the conditions for the benefit of the Vendor pursuant to the provisions of Section 7.3 are not satisfied or waived by or on the Closing Date; and
- (f) by either the Vendor or Purchaser upon written notice if Closing does not occur on or before September 15, 2020 (the "**Outside Date**"),

provided that a Party shall not be permitted to exercise of purport to exercise any right of termination pursuant to this Section 10.1 if the event or circumstances giving rise to that right is due to a breach of this Agreement by that Party.

10.2 Effect of Termination

Notwithstanding any termination of this Agreement by the Vendor or the Purchaser as permitted under Section 10.1, the provisions of Sections 1.1, 1.2, 3.2, 5.4, 6.4, 6.6, 9.1, 9.2(a), 9.6, 10.1, 10.2, 11.1, 11.4, 11.5, 11.11, 11.14, 11.15 and 11.16 shall remain in full force and effect following any such permitted termination of this Agreement.

ARTICLE 11 MISCELLANEOUS

11.1 Public Announcements

- (a) Subject to Section 11.1(b) and 11.1(c), if a Party intends to issue a press release or other public disclosure of this Agreement, the terms hereof or the Transaction, the disclosing Party shall provide the other Party with an advance copy of any such press release or public disclosure with sufficient time to enable the other Party to review such press release or other public disclosure and provide any comments. The disclosing Party shall not issue such press release or other public disclosure without the prior written consent of the other Party, such consent not to be unreasonably withheld, delayed or conditioned.
- (b) Notwithstanding Section 11.1(a), this Agreement may be filed by the Vendor with the Alberta Court and/or the US Court and the Transaction may be disclosed by the Vendor to the Alberta Court and/or the US Court, subject to redacting confidential/sensitive information or sealing (as mutually determined by the Purchaser and the Vendor acting reasonably) as permitted by Applicable Law and rules. The Parties further agree that:
 - (i) the Vendor may prepare and file reports and other documents with the Alberta Court and/or the US Court, as applicable, containing references to the Transaction and the terms of such Transaction; and

- (ii) the Vendor and its Representatives may prepare and file such reports and other documents with the Alberta Court and/or the US Court containing references to the Transaction contemplated by this Agreement and the terms of such Transaction as may reasonably be necessary to obtain the Court Approvals and to complete the Transaction contemplated by this Agreement or to comply with their obligations to the Alberta Court and the US Court.
- (c) Notwithstanding Section 11.1(a), where public disclosure of this Agreement, the terms hereof or the Transaction is, in the opinion of such Party, required by Applicable Law or a Governmental Authority, except where compliance with Applicable Laws or stock exchange rules would not permit the Party required to make the disclosure to do so, the Party required to make the disclosure shall:
 - (i) use commercially reasonable efforts to provide the other Parties with a draft of any such proposed public, announcement or press release at least twenty-four (24) hours prior to the proposed release thereof; and
 - (ii) to the extent reasonably possible, incorporate any reasonable amendments to the proposed public announcement or press release that one or more of the other Parties request sufficiently prior to the release thereof in order for the Party making such public announcement or press release to review and evaluate such proposed amendments.

11.2 Specific Conveyances

No Specific Conveyance shall confer or impose upon a Party any greater right or obligation than contemplated in this Agreement. The Purchaser may prepare Specific Conveyances which it reasonably wishes to have executed and shall provide same to the Vendor for its review and execution in a timely fashion prior to the Closing Time. The Purchaser shall, as applicable, register and/or distribute all Specific Conveyances and all costs and fees, including making all deposits and providing all assurances and security of every nature and kind required in connection with the distribution and registration of the Specific Conveyances and the conveyance, transfer and assignment of the Purchased Assets to the Purchaser and the recognition of the Purchaser as the holder thereof shall be for the account of the Purchaser.

11.3 Obligations to Survive

With the exception of the representations and warranties of the Parties contained in Section 5.1 and 5.2 (which shall not survive the Closing of the purchase and sale of the Purchased Assets pursuant to this Agreement and shall expire and be terminated and extinguished upon Closing), notwithstanding the Closing contemplated hereunder or the delivery of documents pursuant to this Agreement, the obligations, covenants, representations and warranties of the Parties set out in this Agreement shall survive Closing, shall remain in full force and effect, shall not merge as a result of Closing and shall be binding on the Parties thereafter.

11.4 Governing Law

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such

interpretation or enforcement to the laws of another jurisdiction). Each Party irrevocably submits to the exclusive jurisdiction of the Alberta Court with respect to the resolution of any dispute arising from this Agreement.

- (b) Notwithstanding Section 11.4(a), any and all documents or orders that may be filed, made or entered in the Receivership Proceedings or Chapter 15 Proceedings, and the rights and obligations of the Parties thereunder, including all matters of construction, validity and performance thereunder, shall in all respects be governed by, and interpreted, construed and determined in accordance with the laws of the Province of Alberta or the US Bankruptcy Code, as applicable, without regard to the conflicts of law principles thereof. The Parties consent to the jurisdiction and venue of the Alberta Court or the US Court, as applicable, for the resolution of any such disputes, regardless of whether such disputes arose under this Agreement. Each Party agrees that service of process on such Party as provided in Section 11.12 shall be deemed effective service of process on such Party.

11.5 Consequential Damages

Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any punitive, exemplary, consequential, incidental or indirect damages (including for greater certainty, any loss of profits) (collectively, "**Consequential Damages**") that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transaction.

11.6 Further Assurances

Each of the Parties hereto from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

11.7 No Assignment by Purchaser

The Purchaser shall not, without the Vendor's prior written consent, assign any right or interest in this Agreement, which consent may be withheld in the Vendor's sole and absolute discretion, except that the Purchaser shall have the right to assign any or all of its rights, interests or obligations hereunder to one or more Affiliates of the Purchaser, provided that such Affiliate agrees to be bound by the terms of this Agreement and provided that the Purchaser shall remain liable hereunder for any breach of the terms of this Agreement by such Affiliate. The Vendor shall not assign any right or interest in this Agreement.

11.8 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the

authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

11.9 Amendment

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

11.10 Time of the Essence

Time is of the essence in this Agreement.

11.11 Costs and Expenses

Each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the Transaction.

11.12 Notices

Any notice, demand or other communication required or permitted to be given to any Party shall be given in writing and addressed as follows:

- (a) in the case of the Vendor:

Ernst & Young Inc.
Calgary City Centre
2200, 215 — 2nd Street S.W.
Calgary, AB Canada T2P 1M4

Attention: Peter Chisholm, Partner and Senior Vice President
Email: peter.chisholm@ca.ey.com

- (b) with a copy to:

Blake, Cassels & Graydon LLP
Suite 3500, 855 – 2nd Street SW
Calgary, AB T2P 4J8

Attention: Kelly J. Bourassa / Garrett Morin
Email: kelly.bourassa@blakes.com / garrett.morin@blakes.com

- (c) In the case of the Purchaser:

Stage 3 Separation, LLC
2000 Silber Road
Houston, TX 77055

Attention: Frederick R. Lausen, Jr.
Email: fred@s3s.com

(d) And with a further copy to the Purchaser's Solicitors:

King & Spalding LLP
1100 Louisiana Street
Suite 4000
Houston, TX 77002

Attention: Carol M. Burke
Email: cburke@kslaw.com

A notice is deemed to be given and received if: (i) sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (prevailing local time in place of receipt) and otherwise on the next Business Day; or (ii) sent by email, on the date of transmission if it is a Business Day and the transmission was made prior to 5:00 p.m. (prevailing local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice to that Party. The failure to send a copy of a notice to legal counsel does not invalidate delivery of that notice to a Party.

11.13 Enurement

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

11.14 Third Party Beneficiaries

Except as otherwise provided for in Section 2.3 each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns.

11.15 Severability

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

11.16 Entire Agreement

This Agreement and the documents contemplated in Section 8.2 and Section 8.3 hereof constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement and the documents contemplated in Section 8.2 and Section 8.3

hereof. In the event of a conflict between this Agreement and any of the documents contemplated in Section 8.2 and Section 8.3 hereof, the terms of this Agreement shall prevail.

11.17 Counterparts

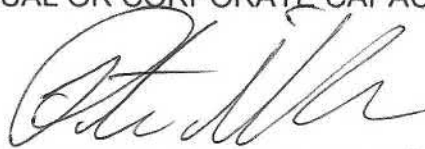
This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or other electronic means (such as an email exchange of .pdf, .tif or similar files) of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

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

IN WITNESS WHEREOF this Agreement has been properly executed by the Parties as of the date first above written.

ERNST & YOUNG INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY

Per:



Name: *Peter Chisholm*

Title: *Senior Vice President*

STAGE 3 SEPARATION, LLC

Per:



Frederick R. Lausen, Jr.,
President and Chief Executive Officer

DISCLOSURE SCHEDULES

TO THE

ASSET PURCHASE AND SALE AGREEMENT

Executed as of August 10, 2020,

By and Among

ERNST & YOUNG INC.,

**IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE
ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS
SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and
BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY**

and

STAGE 3 SEPARATION, LLC

Schedule 1.1(k)

Assumed Contracts

1. Environmental Solutions Division Customer Contracts:

- a. All ES Contracts listed in Datasite Folder 3.3 (and its corresponding subfolders) as of Saturday, August 1, 2020.
- b. Order Sheet Environmental Solutions between Brintel and BOS Environmental Solutions, Order No. AP-BRIN01-001-OS, dated 2/1/2020, as more specifically set forth at Datasite Item 3.7.4 as of Saturday, August 1, 2020.
- c. Order Sheet Environmental Solutions between Brintel and BOS Environmental Solutions, Order No. AP-BRIN01-002-OS, dated 2/1/2020, as more specifically set forth at Datasite Item 3.7.5 as of Saturday, August 1, 2020.

2. Oil & Gas Customer MSAs and Call Sheets:

- a. All O&G Contracts, MSAs, and Call Sheets listed in Datasite Folder 3.2 (and its corresponding subfolders) as of Saturday, August 1, 2020.

3. Chesapeake Tunnel (in Datasite Folder 3.3.1.1).

4. Malcolm/Clearwater (in Datasite Folder 3.3.1.2).

5. Granite/Navy (in Datasite Folder 3.3.1.3).

6. Nahanni/Kitimat (in Datasite Folder 3.3.2.8).

7. Project Labor Agreement (at Datasite Item 2.2.6) applicable to the Joint Water Pollution Control Plant Effluent Outfall Tunnel Project in Los Angeles (and any of the applicable Master Labor Agreements thereunder) (at Datasite Items 3.3.1.2.5 and 3.3.1.2.8).

8. Employment Agreement between BOS Solutions Inc. and Rick L. Garland, dated May 31, 2013.

- a. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated March 7, 2017.
- b. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated June 26, 2017.
- c. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated September 21, 2017.
- d. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated May 1, 2018.
- e. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated March 9, 2019.
- f. Temporary Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated April 1, 2020.

9. Vehicle Lease Agreements:

- a. Diversified Services Agreement No 5524 by and between Element Fleet Management Inc. and BOS Solutions Ltd. dated January 21, 2016.
 - b. Motor Vehicle Open-End Lease Agreement No 5524 by and between Element Fleet Management Inc. and BOS Solutions Ltd. dated January 21, 2016, as modified by that certain Fixed Rate Supplement dated January 21, 2016.
 - c. Vehicle Lease Agreement, by and between Emkay Canada Leasing Corp. and BOS Solutions Ltd. dated as of March 4, 2014.
- 10. All Assumed Contracts that comprise Assumed Liabilities, as incorporated by reference Schedule 2.3.**

Schedule 1.1(nn)**Equipment, Capital Spares, and Delivery Locations****Equipment:**

All the Equipment set forth in Datasite Folder Item 5.1.6 as of Saturday, August 1, 2020, including but not limited to the vehicles listed below:

District Name	Last confirmed physical location	Asset Status	Asset ID	Asset description	Asset Class ID	Original in service date
BOS Inc	Houston	AVAILABLE	USA-766	2019 CHEVROLET SILVERADO 2500 4WD, VIN: 1GCYDE09KZ109312	VEHICLES	4/1/2019
BOS Inc	Midland Yard	AVAILABLE	PA LOADER-02	LOADERS-TX-MIDLAND	LOADERS	7/11/2014
BOS Inc	Midland Yard	AVAILABLE	USA-323	2012 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCPKSE73CG135760	VEHICLES	12/1/2011
BOS Inc	Midland Yard	AVAILABLE	USA-328	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CGXCZ123915	VEHICLES	2/1/2012
BOS Inc	Midland Yard	AVAILABLE	USA-590	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVC6DZ352560	VEHICLES	4/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-609	2015 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6FZ101421	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-610	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKREC4EG518411	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-612	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC5EG413038	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-618	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KVEG4FZ114738	VEHICLES	8/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-626	2015 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6FZ122124	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-630	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC0EG437781	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-631	2015 CHEVROLET SILVERADO 2500 CREW, VIN: 1GB1KUEG3FF151050	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-633	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVC61DZ387233	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-638	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG0FZ133255	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-639	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG6FZ133292	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-640	2015 GMC SIERRA 2500HD, VIN: 1GT22YEGXFZ133585	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-641	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG4FZ133386	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-652	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVC64DZ361709	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-653	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVC69DZ296727	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-654	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KUEG5FZ134457	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-660	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501550	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-662	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG7FZ501117	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-667	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG4FZ501110	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-668	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG7FZ501523	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-670	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501242	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-673	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG3FZ500983	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-674	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501158	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-675	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG6FZ501755	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-676	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG1FZ501405	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-677	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG6FZ501545	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-679	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG6FZ501660	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-680	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG3FZ501745	VEHICLES	10/31/2014
BOS Inc	Midland Yard	AVAILABLE	USA-681	2016 GMC SIERRA 2500 4WD, VIN: 1GT22SEG3GZ199202	VEHICLES	11/1/2016
BOS Inc	Midland Yard	AVAILABLE	USA-684	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG8FZ501269	VEHICLES	10/20/2014
BOS Inc	Midland Yard	AVAILABLE	USA-685	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ166700	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-686	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG8HZ154176	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-687	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG6HZ153849	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-688	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG4HZ244161	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-689	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ247129	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-690	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9HZ246990	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-691	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8HZ243532	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-692	2017 GMC SIERRA 2500 4WD, VIN: 1GT22REG2HZ166976	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-696	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG5HZ157259	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-697	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG8HZ150645	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-701	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG9HZ204235	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-702	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5HZ174914	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-703	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG1HZ263814	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-704	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG6HZ166613	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-715	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ292678	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-716	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9HZ289337	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-717	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ290241	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-718	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG2HZ296856	VEHICLES	6/30/2017

BOS Inc	Midland Yard	AVAILABLE	USA-719	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ298549	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-720	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ306455	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-721	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ298868	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-722	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7HZ287621	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-733	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6HZ357478	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-734	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG0HZ369254	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-735	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG9HZ379827	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-736	2017 GMC SIERRA 2500 4WD, VIN: 1GT22REG0HZ400015	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-737	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ391621	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-738	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG2HZ392552	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-739	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG0HZ369416	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-740	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG1HZ356867	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-741	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG2HZ388386	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-742	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5HZ366589	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-752	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6JZ150157	VEHICLES	12/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-754	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9JZ153621	VEHICLES	12/31/2017
BOS Inc	ND SHOP	AVAILABLE	USA-162	2011 GMC SIERRA 2500 4WD, VIN: 1GT22ZCG7BZ329471	VEHICLES	5/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-235	2011 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4BZ412223	VEHICLES	10/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-265	2011 GMC SIERRA 2500HD SLE, VIN: 1GT220CGXBZ413103	VEHICLES	10/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-274	2011 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6BZ424888	VEHICLES	10/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-326	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG0CZ129822	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-335	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG8CZ124593	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-337	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6CZ124043	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-339	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG0CZ117198	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-340	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG2CZ121186	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-375	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4CZ325472	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-376	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG7CZ318791	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-377	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG1CZ323498	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-379	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG8CZ320856	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-388	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG1DZ103652	VEHICLES	10/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-392	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ103380	VEHICLES	10/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-443	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4DZ361017	VEHICLES	6/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-456	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ360815	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-460	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG9DZ385989	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-468	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG3DZ387415	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-470	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KXCGXDZ322506	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-475	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG3DZ387530	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-489	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG0DZ411749	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-490	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6DZ409049	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-491	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG7DZ412803	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-493	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG3DZ410644	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-501	2013 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTP2WE75DG321051	VEHICLES	10/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-555	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC3EG122764	VEHICLES	12/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-560	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVC61DZ354409	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-561	2013 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KVC67DZ356004	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-562	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVC60DZ362484	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-564	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVC62DZ365276	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-586	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVC68DZ387715	VEHICLES	2/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-588	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVC68DZ353726	VEHICLES	2/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-591	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVC69DZ409513	VEHICLES	4/1/2014

BOS Inc	NO SHOP	AVAILABLE	USA-592	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVCXGDXDZ409813	VEHICLES	4/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-594	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVCXG3DZ243053	VEHICLES	4/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-636	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG1FZ129182	VEHICLES	9/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-637	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG2FZ128493	VEHICLES	9/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-642	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG0FZ133370	VEHICLES	9/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-643	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVCXG8DZ363429	VEHICLES	9/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-663	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG1FZ501131	VEHICLES	11/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-669	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG9FZ500874	VEHICLES	11/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-672	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501760	VEHICLES	11/1/2014
BOS Inc	NO SHOP	AVAILABLE	USA-682	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ210471	VEHICLES	3/31/2017
BOS Inc	NO SHOP	AVAILABLE	USA-683	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG0HZ243718	VEHICLES	3/31/2017
BOS Inc	NO SHOP	AVAILABLE	USA-694	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG3HZ255181	VEHICLES	3/31/2017
BOS Inc	NO SHOP	AVAILABLE	USA-706	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEGXHZ309465	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-707	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ308014	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-708	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ309498	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-709	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ309530	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-710	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8HZ305995	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-711	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ310876	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-712	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7HZ312131	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-713	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ307809	VEHICLES	6/1/2017
BOS Inc	NO SHOP	AVAILABLE	USA-714	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG0HZ307868	VEHICLES	6/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-408	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6CZ325893	VEHICLES	10/1/2012
BOS Inc	PA Yard	AVAILABLE	USA-415	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG8DZ131044	VEHICLES	10/1/2012
BOS Inc	PA Yard	AVAILABLE	USA-417	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6DZ130054	VEHICLES	10/1/2012
BOS Inc	PA Yard	AVAILABLE	USA-467	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKSEC3EG126124	VEHICLES	8/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-474	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG2DZ386014	VEHICLES	8/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-498	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4DZ409387	VEHICLES	9/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-499	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ412167	VEHICLES	9/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-533	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKREC2EG217992	VEHICLES	1/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-556	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC9EG172231	VEHICLES	12/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-559	2014 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCUKREC7EG284622	VEHICLES	1/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-567	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKREC2EG241354	VEHICLES	1/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-615	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KVEG2FZ112194	VEHICLES	8/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-619	2015 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVEG7FZ127967	VEHICLES	8/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-623	2015 GMC SIERRA 2500HD, VIN: 1GT22XEG2FZ127760	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-626	2015 GMC SIERRA 2500HD, VIN: 1GT22XEGXFZ107031	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-627	2015 GMC SIERRA 2500HD, VIN: 1GT22XEG5FZ121242	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-634	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVCXG1DZ353695	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-635	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC7EG467456	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-649	2015 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6FZ122852	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-655	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KUEG9FZ106127	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-656	2015 GMC SIERRA 2500, VIN: 1GT22XEG8FZ137889	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-698	2016 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC1KUEG6GF151198	VEHICLES	3/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-699	2016 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC1KUEG7GF160931	VEHICLES	3/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-700	2016 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC1KUEG9GF162003	VEHICLES	3/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-743	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ362170	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-744	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7JZ136106	VEHICLES	12/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-745	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5HZ276049	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-746	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ281900	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-747	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG0JZ120393	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-748	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9JZ176266	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-749	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG4HZ188574	VEHICLES	12/1/2017

BOS Inc	RV Shop	AVAILABLE	USA-582	2014 CHEVROLET SILVERADO 2500 HD LT, VIN: 1GC1KVC64EF189454	VEHICLES	3/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-604	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC7EG516676	VEHICLES	9/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-611	2015 GMC SIERRA 2500, VIN: 1GT22XEG9FZ121860	VEHICLES	9/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-671	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG1FZ501646	VEHICLES	11/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-693	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG6H2161859	VEHICLES	3/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-695	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG0H2151787	VEHICLES	3/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-705	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ310800	VEHICLES	6/1/2017
BOS Inc	RV Shop	AVAILABLE	USA-723	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ310032	VEHICLES	6/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-724	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ299765	VEHICLES	6/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-725	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG4HZ311132	VEHICLES	6/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-726	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6H210951	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-727	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6H2381098	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-728	2017 CHEVROLET SILVERADO 2500HD EXT, VIN: 1GC2KUEG3HZ382707	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-729	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG2HZ380322	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-730	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG4HZ385313	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-731	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG4HZ382864	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-732	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG9H2398669	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-750	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7JZ151527	VEHICLES	12/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-751	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8JZ150483	VEHICLES	12/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-753	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1JZ171272	VEHICLES	12/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-755	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5JZ156659	VEHICLES	12/31/2017
BOS Inc	Texas	AVAILABLE	USA-319	2012 CHEVROLET SILVERADO 1500 4WD, VIN: 1GCPKSE7XCF112428	VEHICLES	1/1/2012
BOS Inc	Texas	AVAILABLE	USA-367	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG1CZ319192	VEHICLES	8/1/2012
BOS Inc	Texas	AVAILABLE	USA-426	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ130479	VEHICLES	11/1/2012
BOS Inc	Texas	AVAILABLE	USA-438	2013 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCPKTE78DG297956	VEHICLES	4/1/2013
BOS Inc	Texas	AVAILABLE	USA-455	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG9DZ358310	VEHICLES	7/1/2013
BOS Inc	Texas	AVAILABLE	USA-464	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC3EG121114	VEHICLES	9/1/2013
BOS Inc	Texas	AVAILABLE	USA-504	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC3EG115913	VEHICLES	10/1/2013
BOS Inc	Texas	AVAILABLE	USA-520	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC3EG206344	VEHICLES	10/1/2013
BOS Inc	Texas	AVAILABLE	USA-534	2014 CHEVROLET SILVERADO 2500 CREW, VIN: 1GC1KVC60EF155902	VEHICLES	12/1/2013
BOS Inc	Texas	AVAILABLE	USA-536	2014 CHEVROLET SILVERADO 2500 CREW, VIN: 1GC1KVC61EF157285	VEHICLES	12/1/2013
BOS Inc	Texas	AVAILABLE	USA-557	2014 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCUKSEC9EG125656	VEHICLES	1/1/2014
BOS Inc	Texas	AVAILABLE	USA-575	2014 GMC SIERRA 1500, VIN: 3GTU2UEC7EG319940	VEHICLES	2/1/2014
BOS Inc	Texas	AVAILABLE	USA-576	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC5EG337529	VEHICLES	2/1/2014
BOS Inc	Texas	AVAILABLE	USA-580	2014 GMC SIERRA 2500 CREW, VIN: 1GT12ZCG1EF187426	VEHICLES	2/1/2014
BOS Inc	Texas	AVAILABLE	USA-584	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVC6DZ388980	VEHICLES	2/1/2014

Capital Spares:

All the Capital Spares set forth in Datasite Folder Item 4.9.1 as of Saturday, August 1, 2020.

Delivery Locations:

1. Equipment: "Last Confirmed Physical Location" noted at Datasite Item 5.1.6 as updated at Closing.
2. Capital Spares: "District" noted at Datasite Item 4.9.1 as updated at Closing.
3. Capital Leases:
 - a. All Capital Leases related Emkay Canada Leasing Corp. and Element Fleet Management will be delivered at LeDuc or at a jobsite as specified at Closing
 - b. The US Leased Vehicles related to the US Vehicle Lease will be delivered at the closest BOS yard or at a jobsite specified at Closing.

Schedule 1.1(oo)

Excluded Assets

Excluded Assets:

All leases relating to Leased Real Property including but not limited to those set forth at Datasite Items 7.3.1–7.3.9, 7.3.16–7.3.19, and 7.2 as of Saturday, August 1, 2020.

Schedule 1.1(pp)

Excluded Contracts

For the avoidance of doubt, all contracts not specifically set forth on Schedule 1.1(k) including but not limited to:

1. All existing employment agreements including but not limited to those in Datasite Folder 2.4 with exception of the Employment Agreements shown on Schedule 1.1(k) Item 9.
2. The Crocodile Lease at 3.7.1 and 3.7.3.
3. The Rotating Solutions contract at 3.7.2.
4. The contracts related to the Third Party Rental Equipment set forth in Datasite Item 4.11.
5. The US Vehicle Lease.

Schedule 1.1(zz)

Intellectual Property

The Patents set forth as follows:

1. Patent # CA 2558118 A1 2008/02/29 for “Apparatus and Method for Cleaning Solids from a Tank” filed with the Canadian Intellectual Property Office on 08/31/2006, issued on 2/29/2008.
2. Patent # CA 2549342 A1 2007/11/30 for “Apparatus for Separating Solids from Liquids” filed with the Canadian Intellectual Property Office on 05/31/2006, issued on 11/30/2007.
3. Patent # CA 2485875 A1 2006/04/22 for “Settling Tank and Method for Separating a Solids Containing Fluid” filed with the Canadian Intellectual Property Office on 10/22/2004, issued on 4/22/2006.
4. Patent # CA 2414321 C 2004/11/09 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the Canadian Intellectual Property Office on 12/14/2002, issued on 11/09/2004.
5. Patent # US 7,144,516 B2 for “Settling Tank and Method for Separating A Solids Containing Material” filed with the USPTO on 10/22/2004, issued on 12/5/2006.
6. Patent # US 6,863,809 B2 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the USPTO on 2/13/2003, issued on 3/8/2005.

The trademarks, tradenames, and any derivations of, including but not limited to, “BOS and “BOS Solutions” owned by or used by the Vendor or the Debtors.

Schedule 1.1(ccc)
Leased Equipment

United States:

1. Union Leasing Inc. (Vehicles; Chicago, IL), as such Leased Equipment is more specifically set forth at Datasite Item 5.1.8.

Canada:

1. Emkay Canada Leasing Corp. (Vehicles; Toronto, ON).

BOS-Solutions, LTD - Emkay Rental Invoice							
CND							
BOS Unit #	Lease ID	Start Date	End Date	Lease Term	Year	Make/Model	VIN#
143	681793	08/01/13	12/31/15	29	2013	GMC K1500 CREW	3GTP2VE76DG344168
166	694333	10/05/17	02/29/20	29	2018	CHEVY K1500 CREW	3GCUKREC9JG131010
167	694344	10/03/17	07/31/21	45	2017	CHEVY K1500 CREW	3GCUKSEC9HG512471
168	697932	06/01/19	10/31/21	29	2019	CHEVY K1500 CREW	1GCUYDED6KZ244005
169	697933	06/01/19	10/31/21	29	2019	CHEVY K1500 CREW	1GCUYDED7KZ243557
170	697934	06/01/19	10/31/21	29	2019	CHEVY K1500 CREW	1GCUYDED2KZ245281

2. Element Fleet Management (Vehicles; Toronto, ON).

BOS-Solutions, LTD - Element Rental Invoice							
CND							
BOS Unit #	Lease ID	Start Date	End Date	Lease Term	Year	Make/Model	VIN#
155	00155	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B69GEC64759
156	00156	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B62GEC64764
157	00157	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B64GEC64765
158	00158	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B66GEC64766
159	00159	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B63HEB25647
160	00160	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B60HEB49937
161	00161	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B69HEB31601
162	00162	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B62HEB49938
163	00163	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B69HEC12081
164	00164	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B6XHEB87028
165	00165	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B67HEC12094

Schedule 1.1(ddd)

Leased Real Property

1. The Leases, including but not limited to, as set forth in Datasite Folder 7.3.1–7.3.9, 7.3.16–7.3.19 and Item 7.2 as of Saturday, August 1, 2020.
2. The Lease for the MagTech Equipment Yard in Kenai, AK as more specifically set forth at Datasite Item 7.6.
3. The Leases with CLC Lodging for the apartment properties as follows:
 - a. Foxwood Apartment #80, 4260 Palm Ave, San Diego, CA for the San Diego Naval Base Project.
 - b. Foxwood Apartment #58, 4260 Palm Ave, San Diego, CA for the San Diego Naval Base Project.
 - c. Maple Bay Apartment #309AM, 309 South Amsterdam Court – Unit 309AM, Virginia Beach, VA for the Chesapeake Bay Bridge Tunnel Project.
 - d. Maple Bay Apartment #309AM, 309 South Amsterdam Court – Unit 309AM, Virginia Beach, VA for the Chesapeake Bay Bridge Tunnel Project.
 - e. Solimar Apartment, 500 W Pacific Coast Hwy., Wilmington CA 90744 for the Clearwater Project.

Schedule 1.1(iii)

Owned Real Property

United States:

1701 County Road, Rio Vista TX 76093 (at Datasite Items 7.3.10–7.3.15).

Schedule 1.1(kkk)

Permits

Ontario Ministry of the Environment and Climate Change Environmental Compliance Approval Number 0927-AD3QE7 Issued September 7, 2016, as amended Reference Number 6059-B2XKH (at Datasite Items 1.8.1 and 1.8.2).

Schedule 1.1(ppp)

Prepaid Expenses

The Prepaid Expenses listed in Datasite Folder Item 4.5.2 as of Saturday, August 1, 2020.

Schedule 2.3(a)(iii)

Assumed Liabilities

1. All the Capital Leases set forth at Datasite Item 5.1.8 as of Saturday, August 1, 2020, excluding the Crocodile Lease at 3.7.1 and 3.7.3 and the US Vehicle Lease.
2. The real property taxes for the Rio Vista property as of January 1, 2020.
3. The tangible property taxes for the Rio Vista property as of January 1, 2020.

Schedule 8.2(i)

Liens to be Released at Closing

Evidence of release of liens, mortgages, and security interests on all Purchased Assets, including but not limited to:

1. National Bank of Canada:

- a. Patent # CA 2485875 A1 2006/04/22 for “Settling Tank and Method for Separating a Solids Containing Fluid” filed with the Canadian Intellectual Property Office on 10/22/2004, issued on 4/22/2006.
- b. Patent # CA 2414321 C 2004/11/09 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the Canadian Intellectual Property Office on 12/14/2002, issued on 11/09/2004.
- c. Patent # US 7,144,516 B2 for “Settling Tank and Method for Separating A Solids Containing Material” filed with the USPTO on 10/22/2004, issued on 12/5/2006.
- d. Patent # US 6,863,809 B2 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the USPTO on 2/13/2003, issued on 3/8/2005.

2. Customer Liens:

- a. Lien against Advanced Energy Partners, LLC pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 20, 2020, for the amount of \$26,202.89 (at Datasite Item 4.10.18).
- b. Lien against Chevron U.S.A., Inc. pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$108,388.21 (at Datasite Item 4.10.15).
- c. Lien against ConocoPhillips Company pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$77,979.55 (at Datasite Item 4.10.16).
- d. Lien against Crownquest Operating, LLC pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$102,164.95 (at Datasite Item 4.10.19).
- e. Lien against Endeavor Energy Resources, LP pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 20, 2020, for the amount of \$25,614 (at Datasite Item 4.10.20).
- f. Lien against EOG Resources, Inc. pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$66,656.77 (at Datasite Item 4.10.25).
- g. Lien against Oxy USA, Inc. pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 20, 2020, for the amount of \$47,022.78 (at Datasite Item 4.10.3).
- h. Lien against Parsley Energy Operations, LLC pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 20, 2020, for the amount of \$23,133.63 (at Datasite Item 4.10.4).

- i. Lien against Permian Deep Rock Oil Company, LLC pursuant to the Mineral Subcontractor's Lien Notice Letter dated May 20, 2020, for the amount of \$51,080.93 (at Datasite Item 4.10.5).
- j. Lien against Zavanna, LLC pursuant to the Mineral Subcontractor's Lien Notice Letter dated May 21, 2020, for the amount of \$3,672.72 (at Datasite Item 4.10.13).

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

(see attached)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated this ____ day of _____, 2020 (this "**Agreement**") is made

BETWEEN:

ERNST & YOUNG INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY (the "**Assignor**")

- and -

STAGE 3 SEPARATION, LLC, a Texas limited liability company, and an entity to be formed under the laws of Canada or a province thereof (the "**Assignee**").

WHEREAS:

- A. The applicable Debtor is a current party to the Assumed Contracts;
- B. Pursuant to that certain Asset Purchase and Sale Agreement dated [●] between Assignor and Assignee (the "**PSA**"), Assignor has agreed to sell, assign and transfer to Assignee all of the Assignor's and the Debtors' right, title and interest in, to and under the Assumed Contracts (the "**Assigned Interest**"); and
- C. Assignee has agreed to purchase, assume, accept and receive the Assigned Interest and to assume, pay, satisfy, discharge, perform and fulfill all of the Assumed Liabilities which relate to the Assumed Contracts (the "**Assumed Obligations**"), in each case in accordance with, and subject to, the terms and conditions contained in the PSA.

In consideration of the foregoing, the mutual agreements contained herein and other good and valuable consideration (the receipt and adequacy of which are acknowledged by the parties hereto), the parties hereto agree as follows:

1. Definitions

All capitalized terms not defined herein shall have the same meaning as set out in the PSA.

1. Assignment

Assignor hereby assigns, transfers, conveys and sets over to Assignee, effective as of the Effective Time, the Assigned Interest TO HAVE AND TO HOLD, together with all benefit and advantage to be derived therefrom, absolutely, subject to the terms of the PSA.

2. Assumption

Assignee hereby accepts the assignment, transfer and conveyance of the Assigned Interest and covenants, acknowledges and agrees with Assignor that from and after the Effective Time, Assignee shall assume, be bound by and observe, perform and fulfill the Assumed Obligations on the part of the Debtors under the Assumed Contracts in the same manner and to the same extent as if Assignee had been originally named as a

party thereto in the place and stead of Debtors, subject to the terms of the PSA. For the avoidance of doubt, such assumption shall exclude all Contract Cure Amounts in connection with the Assumed Contracts.

3. Subordinate Document

This Agreement is executed and delivered by the parties hereto pursuant to the PSA for the purposes of the provisions of the PSA, and the terms hereof shall be read on conjunction with the terms of the PSA. If there is a conflict between the provisions of the PSA and this Agreement, the provisions of the PSA shall prevail to the extent of the conflict.

4. Further Assurances

Each party hereto shall, after the date of this Agreement, at the request and expense of the party hereto requesting the same, do all such further acts and things and execute and deliver all further instruments, documents, matters, papers and assurances which are reasonably required to perform and carry out the terms of this Agreement.

5. Enurement

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, receivers, receiver-managers, trustees and permitted assigns.

6. Governing Law

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof and the parties hereto hereby irrevocably submit and attorn to the exclusive jurisdiction of the Courts of the Province of Alberta in respect of any matter arising hereunder or in connection herewith.

7. Amendment

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each party hereto.

8. Severability

If any provision of this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

9. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be considered an original but all of which together shall constitute one and the same instrument. In addition, facsimile and electronic copies of executed counterparts shall be conclusively regarded for all purposes as originally executed counterparts pending the delivery of the originals.

[Execution page to follow.]

IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the date first written above.

ERNST & YOUNG INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY

STAGE 3 SEPARATION, LLC

Per: _____
Name:
Title:

Per: _____
Name: Frederick R. Lausen, Jr.
Title: President and Chief Executive Officer

EXHIBIT B

FORM OF GENERAL CONVEYANCE

(see attached)

GENERAL CONVEYANCE

This General Conveyance made this ____ day of _____, 2020.

BETWEEN:

ERNST & YOUNG INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY (the "**Vendor**")

- and -

STAGE 3 SEPARATION, LLC, a Texas limited liability company, and an entity to be formed under the laws of Canada or a province thereof (the "**Purchaser**" and together with the Vendor, the "**Parties**" and each a "**Party**").

WHEREAS the Vendor and the Purchaser entered into that certain Asset Purchase and Sale Agreement effective [INSERT DATE] (the "**Agreement**");

AND WHEREAS the Vendor has agreed to sell, assign and transfer to Purchaser all of the Vendor's and the Debtors' right, title and interest in, to and under the Purchased Assets and the Purchaser has agreed to purchase, assume, accept and receive the Purchased Assets and to assume, pay, satisfy, discharge, perform and fulfill the Assumed Liabilities, in each case in accordance with, and subject to, the terms and conditions contained in the Agreement.

NOW THEREFORE in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the Parties hereto covenant and agree as follows:

1. Definitions

All capitalized terms not defined herein shall have the same meaning as set out in the Agreement.

2. Conveyance and Assumption

The Vendor hereby sells, assigns, transfers and conveys all of the Vendor's and the Debtors' right, title and interest in, to and under the Purchased Assets (other than the Assumed Contracts and the Owned Real Property) to the Purchaser, its successors and assigns, and the Purchaser hereby accepts the assignment, transfer and conveyance of such interests from the Vendor and the Debtors, TO HAVE AND TO HOLD the same, absolutely, subject to the terms of the Agreement. Purchaser hereby accepts and assumes, and agrees to pay, satisfy, discharge, perform and fulfill, the Assumed Liabilities (other than the Assumed Liabilities under or in respect of the Assumed Contracts and the Owned Real Property).

3. Effective Time

This General Conveyance and the transfer of title to and possession of the Debtor's interest in and to the Purchased Assets (other than the Assumed Contracts and the Owned

Real Property) will, subject to the terms of the Agreement, be effective as of the Effective Time.

4. Subordinate Document

This General Conveyance is executed and delivered by the Parties pursuant to the Agreement for the purposes of the provisions of the Agreement, and the terms hereof shall be read on conjunction with the terms of the Agreement. If there is a conflict between the provisions of the Agreement and this General Conveyance, the provisions of the Agreement shall prevail to the extent of the conflict.

5. Enurement

This General Conveyance enures to the benefit of and is binding upon the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

6. Further Assurances

Each Party shall, after the date of this General Conveyance, at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver all further instruments, documents, matters, papers and assurances which are reasonably required to perform and carry out the terms of this General Conveyance.

7. Governing Law

This General Conveyance will be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction) and the Parties hereby irrevocably submit and attorn to the exclusive jurisdiction of the Courts of the Province of Alberta in respect of any matter arising hereunder or in connection herewith.

8. Amendment

This General Conveyance shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

9. Severability

If any provision of this General Conveyance is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this General Conveyance, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

10. Counterparts

This General Conveyance may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same

agreement. Transmission by facsimile or other electronic means of an executed counterpart of this General Conveyance shall be deemed to constitute due and sufficient delivery of such counterpart.

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

IN WITNESS WHEREOF the Parties have duly executed this General Conveyance as of the date first above written.

ERNST & YOUNG INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY

STAGE 3 SEPARATION, LLC

Per: _____
Name:
Title:

Per: _____
Name: Frederick R. Lausen, Jr.
Title: President and Chief Executive Officer

EXHIBIT 6

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is dated effective as of the 12th day of August 2020.

BETWEEN:

ERNST & YOUNG INC., in its capacity as court appointed receiver and manager of the assets, properties and undertakings of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc. and BOS USHoldCo Inc. and not in its individual or corporate capacity ("**Vendor**")

- and -

STAGE 3 SEPARATION, LLC, a Texas limited liability company ("**S3S**"), and an entity to be formed under the laws of Canada or a province thereof ("**Canada S3S**", together with S3S hereinafter collectively referred to as the "**Purchaser**")

WHEREAS:

- A. Vendor and Purchaser entered into an Asset Purchase Agreement dated effective August 10, 2020 (as amended, modified, or supplemented, the "**APA**") pursuant to which Vendor agreed to sell the Purchased Assets to Purchaser pursuant to the terms and conditions set out in the APA.
- B. Vendor and Purchaser desire to amend the APA on the terms and conditions herein contained.

NOW THEREFORE, in consideration of the recitals and the mutual covenants and agreements set forth in this Amending Agreement and for such other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1 **Definitions.** Unless otherwise specified herein or the context otherwise requires, capitalized terms utilized herein, including the recitals hereof, will have the meanings given to them in the APA.
- 2 **Amendments to the APA.**
 - (a) Section 1.1 of the APA is hereby amended by adding thereto in the appropriate alphabetical order the following defined terms:
 - (i) "**Canadian Leased Vehicle Price**" has the meaning ascribed to that term in Section 3.1(a);
 - (ii) "**Canadian Leased Vehicles**" means, collectively, those vehicles leased by Debtors as of the date of this Agreement pursuant to the terms of the Canadian Vehicle Lease;
 - (iii) "**Canadian Vehicle Lease**" means that certain Motor Vehicle Open-End Lease Agreement no. 5524 by and between Element Fleet Management Inc. and BOS Solutions Ltd. dated January 21, 2016, as modified by that certain Fixed Rate Supplement dated January 21, 2016;
 - (iv) "**US Leased Vehicle Price**" has the meaning ascribed to that term in Section 3.1(a);

- (b) Article 2 of the APA is hereby amended by adding the following new Section 2.6:

"2.6 Acquisition and Assignment of Canadian Leased Vehicles

- (a) As soon as reasonably practicable following the date of this Agreement, Vendor shall take all necessary actions to acquire, on behalf of the Debtors, all right, title and interest in and to each of the Canadian Leased Vehicles.
- (b) Pending the effective transfer or assignment of all right, title and interest in and to each of the Canadian Leased Vehicles to the Purchaser, the Vendor shall hold such right, title and interest in and to, and all duties and obligations in respect of, such Canadian Leased Vehicles in trust for the exclusive benefit of the Purchaser as bare trustee and agent.
- (c) The Purchaser shall indemnify and save harmless the Vendor from and against all of the Vendor's Losses and Liabilities arising as a consequence of the provisions of this Section 2.6, except to the extent caused by the gross negligence or willful misconduct of the Vendor or Vendor's Representatives and except for Vendor's overhead and general administrative costs (to be determined in a manner consistent with past practices of Vendor).
- (d) The Vendor shall not, without the prior written consent of the Purchaser, reject the Canadian Vehicle Lease."
- (c) Section 3.1(a) of the APA is hereby deleted in its entirety and replaced with the following:
- "pay to the Vendor an aggregate amount in cash in immediately available funds equal to [REDACTED] (the "**Base Price**"), subject to adjustment as set forth in Section 3.3 and Article 4 hereof; *plus* an amount in cash in immediately available funds equal to [REDACTED] (the "**US Leased Vehicle Price**"), subject to adjustment as set forth in Section 4.3 hereof; *plus* an amount in cash in immediately available funds equal to [REDACTED] (the "**Canadian Leased Vehicle Price**"); and"
- (d) Section 3.4 of the APA is hereby amended by deleting the first sentence of Section 3.4 and replacing it with the following:
- "No later than ten (10) days prior to the Closing Date, the Purchaser shall deliver to the Vendor the Purchaser's proposed allocation of the consideration among the Purchased Assets."
- (e) Section 4.2(a) of the APA is hereby deleted in its entirety and replaced with the following:
- "The Vendor and the Purchaser (or its designated Representative) will jointly conduct an on-site physical count of the Equipment, Capital Spares and Inventory to be completed on or before three (3) days prior to Closing, and shall use commercially reasonable efforts to agree upon a written statement describing the adjustments to the Closing Payment set out in this Section 4.2."
- (f) Section 4.2(b) of the APA is hereby deleted in its entirety and replaced with the following:
- "If any major individual components that are generally accepted in the industry as forming a part of an item of Equipment included in the Purchased Assets as described in Schedule 1.1(nn) or any Capital Spares included in the Purchased Assets as described in Schedule 1.1(nn) (whether broken or fixed) are not accounted for or if any such item is not reasonably capable of being delivered into the Purchaser's possession or control at

the Closing with good and exclusive title, free and clear of any Encumbrances, other than the US Leased Vehicles which will be assigned to the Purchaser pursuant to the terms of Section 2.5, then the Closing Payment shall be reduced by an amount equal to the lesser of (i) the Net Book Value of such Equipment or Capital Spare *multiplied* by the Adjustment Ratio or (ii) the replacement cost (based on a third party estimate) of the major individual components of such item (Equipment or Capital Spare) needed to make the item complete."

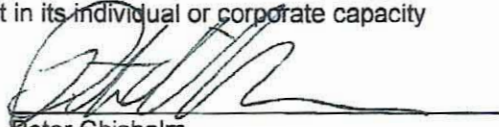
(g) The "Disclosure Schedules" attached to the APA are deleted in their entirety and replaced with the "Disclosure Schedules" attached hereto as Schedule "A".

- 3 **Headings.** The headings used in this Amending Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Amending Agreement.
- 4 **Severability.** If any term or other provision of this Amending Agreement is invalid, illegal or incapable of being enforced under any applicable law, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability and all other conditions and provisions of this Amending Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby, taken as a whole, is not affected thereby in a materially adverse manner with respect to either party hereto.
- 5 **Amendment or Waiver.** This Amending Agreement may be amended, modified, supplemented, restated or discharged (and the provisions hereof may be waived) only by one or more instruments in writing signed by the Party against whom enforcement of the amendment, modification, supplement, restatement, discharge or waiver is sought.
- 6 **Further Assurances.** The Parties shall take such further reasonable actions and shall execute, acknowledge and deliver all such further documents that are reasonably necessary or appropriate to consummate the transactions contemplated hereby.
- 7 **Governing Law.** This Amending Agreement shall in all respects be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.
- 8 **Amendments and Supplements.** Any reference herein to this Amending Agreement shall be deemed to include reference to the same as it may be amended, modified and supplemented from time to time.
- 9 **Enurement.** This Amending Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
- 10 **Continuing Effect.** Each of the Parties acknowledges and agrees that the APA, as amended by this Amending Agreement, shall be and continue in full force and effect and is hereby confirmed, and the rights and obligations of the Parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein.
- 11 **Counterpart Execution.** This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement as of the date first above written.

ERNST & YOUNG INC., in its capacity as court appointed receiver and manager of the assets, properties and undertakings of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc. and BOS USHoldCo Inc. and not in its individual or corporate capacity

Per: 
Name: Peter Chisholm
Title: Senior Vice President

STAGE 3 SEPARATION, LLC

Per: 
Name: Frederick R. Lausen, Jr.
Title: President

This is the execution page to the Amending Agreement dated effective August 12, 2020 between ERNST & YOUNG INC., in its capacity as court appointed receiver and manager of the assets, properties and undertakings of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc. and BOS USHoldCo Inc. and not in its individual or corporate capacity, and STAGE 3 SEPARATION, LLC

SCHEDULE "A"
DISCLOSURE SCHEDULES

(see attached)

DISCLOSURE SCHEDULES

TO THE

ASSET PURCHASE AND SALE AGREEMENT

Executed as of August 10, 2020,

By and Among

ERNST & YOUNG INC.,

**IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF THE
ASSETS, PROPERTIES AND UNDERTAKINGS OF BOS SOLUTIONS LTD., BOS
SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC. and
BOS USHOLDCO INC. AND NOT IN ITS INDIVIDUAL OR CORPORATE CAPACITY**

and

STAGE 3 SEPARATION, LLC

Schedule 1.1(k)

Assumed Contracts

1. Environmental Solutions Division Customer Contracts:

- a. All ES Contracts listed in Datasite Folder 3.3 (and its corresponding subfolders) as of Saturday, August 1, 2020.
- b. Order Sheet Environmental Solutions between Brintel and BOS Environmental Solutions, Order No. AP-BRIN01-001-OS, dated 2/1/2020, as more specifically set forth at Datasite Item 3.7.4 as of Saturday, August 1, 2020.
- c. Order Sheet Environmental Solutions between Brintel and BOS Environmental Solutions, Order No. AP-BRIN01-002-OS, dated 2/1/2020, as more specifically set forth at Datasite Item 3.7.5 as of Saturday, August 1, 2020.

2. Oil & Gas Customer MSAs and Call Sheets:

- a. All O&G Contracts, MSAs, and Call Sheets listed in Datasite Folder 3.2 (and its corresponding subfolders) as of Saturday, August 1, 2020.
3. Chesapeake Tunnel (in Datasite Folder 3.3.1.1).
4. Malcolm/Clearwater (in Datasite Folder 3.3.1.2).
5. Granite/Navy (in Datasite Folder 3.3.1.3).
6. Nahanni/Kitimat (in Datasite Folder 3.3.2.8).
7. Project Labor Agreement (at Datasite Item 2.2.6) applicable to the Joint Water Pollution Control Plant Effluent Outfall Tunnel Project in Los Angeles (and any of the applicable Master Labor Agreements thereunder) (at Datasite Items 3.3.1.2.5 and 3.3.1.2.8).
8. Employment Agreement between BOS Solutions Inc. and Rick L. Garland dated May 31, 2013.
 - a. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated March 7, 2017.
 - b. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated June 26, 2017.
 - c. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated September 21, 2017.
 - d. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated May 1, 2018.
 - e. Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated March 9, 2019.
 - f. Temporary Amendment to Executive Agreement between BOS Solutions Inc. and Rick L. Garland, dated April 1, 2020.
9. **All Assumed Contracts that comprise Assumed Liabilities, as incorporated by reference Schedule 2.3.**

Schedule 1.1(nn)**Equipment, Capital Spares, and Delivery Locations****Equipment:**

All the vehicles set forth at Datasite Item 5.1.8.

All the Equipment set forth in Datasite Folder Item 5.1.6 as of Saturday, August 1, 2020, including but not limited to the vehicles listed below:

District Name	Last confirmed physical location	Asset Status	Asset ID	Asset description	Asset Class ID	Original in service date
BOS Inc	Houston	AVAILABLE	USA-756	2019 CHEVROLET SILVERADO 2500 4WD, VIN: 1GCUYDED9KZ109312	VEHICLES	4/1/2019
BOS Inc	Midland Yard	AVAILABLE	PA LOADER-02	LOADERS-TX-MIDLAND	LOADERS	7/11/2014
BOS Inc	Midland Yard	AVAILABLE	USA-323	2012 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCPKSE73CG135760	VEHICLES	12/1/2011
BOS Inc	Midland Yard	AVAILABLE	USA-328	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CGXCZ123915	VEHICLES	2/1/2012
BOS Inc	Midland Yard	AVAILABLE	USA-590	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVC6DZ352560	VEHICLES	4/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-609	2015 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6FZ101421	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-610	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKREC4EG518411	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-612	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC5EG413038	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-618	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KVEG4FZ114738	VEHICLES	8/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-625	2015 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6FZ122124	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-630	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC0EG437781	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-631	2015 CHEVROLET SILVERADO 2500 CREW, VIN: 1GB1KUEG3FF151050	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-633	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVC6DZ387233	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-638	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG0FZ133255	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-639	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG6FZ133292	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-640	2015 GMC SIERRA 2500HD, VIN: 1GT22YEGXFZ133585	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-641	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG4FZ133386	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-652	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVC6DZ361709	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-653	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVC6DZ296727	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-654	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KUEG6FZ134457	VEHICLES	9/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-660	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501650	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-662	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG7FZ501117	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-667	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG4FZ501110	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-668	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG7FZ501523	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-670	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501242	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-673	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG3FZ500983	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-674	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501158	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-675	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG6FZ501755	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-676	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG1FZ501405	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-677	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG6FZ501545	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-679	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG6FZ501660	VEHICLES	11/1/2014
BOS Inc	Midland Yard	AVAILABLE	USA-680	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG3FZ501745	VEHICLES	10/31/2014
BOS Inc	Midland Yard	AVAILABLE	USA-681	2016 GMC SIERRA 2500 4WD, VIN: 1GT22SEG3GZ199202	VEHICLES	11/1/2016
BOS Inc	Midland Yard	AVAILABLE	USA-684	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG8FZ501269	VEHICLES	10/20/2014
BOS Inc	Midland Yard	AVAILABLE	USA-685	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ166700	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-686	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG8HZ154176	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-687	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG6HZ153849	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-688	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG4HZ244161	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-689	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ247129	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-690	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9HZ246990	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-691	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8HZ243532	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-692	2017 GMC SIERRA 2500 4WD, VIN: 1GT22REG2HZ166976	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-696	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG5HZ157259	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-697	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG8HZ150645	VEHICLES	3/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-701	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG9HZ204235	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-702	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5HZ174914	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-703	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG1HZ263814	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-704	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG6HZ166513	VEHICLES	5/1/2017
BOS Inc	Midland Yard	AVAILABLE	USA-715	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ292678	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-716	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9HZ289337	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-717	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ290241	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-718	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG2HZ296856	VEHICLES	6/30/2017

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BOS Inc	Midland Yard	AVAILABLE	USA-719	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ298549	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-720	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ306455	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-721	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8HZ298868	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-722	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7HZ287621	VEHICLES	6/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-733	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6HZ357478	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-734	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG0HZ369254	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-735	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG9HZ379827	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-736	2017 GMC SIERRA 2500 4WD, VIN: 1GT22REG0HZ400015	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-737	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1HZ391621	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-738	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG2HZ392552	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-739	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG0HZ369416	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-740	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG1HZ366867	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-741	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG2HZ388386	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-742	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5HZ366589	VEHICLES	9/30/2017
BOS Inc	Midland Yard	AVAILABLE	USA-752	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6JZ150157	VEHICLES	12/31/2017
BOS Inc	Midland Yard	AVAILABLE	USA-754	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9JZ153621	VEHICLES	12/31/2017
BOS Inc	ND SHOP	AVAILABLE	USA-162	2011 GMC SIERRA 2500 4WD, VIN: 1GT22ZCG7BZ329471	VEHICLES	5/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-235	2011 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4BZ412223	VEHICLES	10/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-265	2011 GMC SIERRA 2500HD SLE, VIN: 1GT220CGXBZ413103	VEHICLES	10/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-274	2011 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6BZ424888	VEHICLES	10/1/2011
BOS Inc	ND SHOP	AVAILABLE	USA-326	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG0CZ129822	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-335	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG8CZ124593	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-337	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6CZ124043	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-339	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG0CZ117198	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-340	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG2CZ121186	VEHICLES	2/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-375	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4CZ325472	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-376	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG7CZ318791	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-377	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG1CZ323498	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-379	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG8CZ320856	VEHICLES	8/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-388	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG1DZ103652	VEHICLES	10/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-392	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ103380	VEHICLES	10/1/2012
BOS Inc	ND SHOP	AVAILABLE	USA-443	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4DZ361017	VEHICLES	6/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-456	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ360815	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-460	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG9DZ385989	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-468	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG3DZ387415	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-470	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KXCGXDZ322506	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-475	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG3DZ387530	VEHICLES	8/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-489	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG0DZ411749	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-490	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6DZ409049	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-491	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG7DZ412803	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-493	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG3DZ410644	VEHICLES	9/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-501	2013 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTP2WE75DG321051	VEHICLES	10/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-555	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC3EG122764	VEHICLES	12/1/2013
BOS Inc	ND SHOP	AVAILABLE	USA-560	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG1DZ354409	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-561	2013 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KVCG7DZ356004	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-562	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG0DZ362484	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-564	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG2DZ365276	VEHICLES	1/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-586	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG8DZ387715	VEHICLES	2/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-588	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVCG8DZ353726	VEHICLES	2/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-591	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVCG9DZ409513	VEHICLES	4/1/2014

BOS Inc	ND SHOP	AVAILABLE	USA-592	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVCXGDXD409813	VEHICLES	4/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-594	2013 CHEVROLET SILVERADO 2500, VIN: 1GC2KVCXG3DZ243053	VEHICLES	4/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-636	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG1FZ129182	VEHICLES	9/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-637	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG2FZ128493	VEHICLES	9/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-642	2015 GMC SIERRA 2500HD, VIN: 1GT22YEG0FZ133370	VEHICLES	9/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-643	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVCXG8DZ363429	VEHICLES	9/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-663	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG1FZ601131	VEHICLES	11/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-669	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG9FZ500874	VEHICLES	11/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-672	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEGXFZ501760	VEHICLES	11/1/2014
BOS Inc	ND SHOP	AVAILABLE	USA-682	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ210471	VEHICLES	3/31/2017
BOS Inc	ND SHOP	AVAILABLE	USA-683	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG0HZ243718	VEHICLES	3/31/2017
BOS Inc	ND SHOP	AVAILABLE	USA-694	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG3HZ255181	VEHICLES	3/31/2017
BOS Inc	ND SHOP	AVAILABLE	USA-706	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEGXHZ309465	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-707	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ308014	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-708	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ309498	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-709	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ309530	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-710	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8HZ305995	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-711	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ310876	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-712	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7HZ312131	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-713	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ307809	VEHICLES	6/1/2017
BOS Inc	ND SHOP	AVAILABLE	USA-714	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG0HZ307868	VEHICLES	6/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-408	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6CZ325893	VEHICLES	10/1/2012
BOS Inc	PA Yard	AVAILABLE	USA-415	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG8DZ131044	VEHICLES	10/1/2012
BOS Inc	PA Yard	AVAILABLE	USA-417	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG6DZ130054	VEHICLES	10/1/2012
BOS Inc	PA Yard	AVAILABLE	USA-467	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKSEC3EG126124	VEHICLES	8/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-474	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG2DZ386014	VEHICLES	8/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-498	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG4DZ409387	VEHICLES	9/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-499	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ412167	VEHICLES	9/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-533	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKREC2EG217992	VEHICLES	1/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-556	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC9EG172231	VEHICLES	12/1/2013
BOS Inc	PA Yard	AVAILABLE	USA-559	2014 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCUKREC7EG284622	VEHICLES	1/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-567	2014 CHEVROLET SILVERADO 1500, VIN: 3GCUKREC2EG241354	VEHICLES	1/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-615	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KVEG2FZ112194	VEHICLES	8/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-619	2015 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVEG7FZ127967	VEHICLES	8/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-623	2015 GMC SIERRA 2500HD, VIN: 1GT22XEG2FZ127760	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-626	2015 GMC SIERRA 2500HD, VIN: 1GT22XEGXFZ107031	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-627	2015 GMC SIERRA 2500HD, VIN: 1GT22XEG5FZ121242	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-634	2013 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KVCXG1DZ353695	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-635	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC7EG467456	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-649	2015 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6FZ122852	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-655	2015 CHEVROLET SILVERADO 2500 HD, VIN: 1GC2KUEG9FZ106127	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-656	2015 GMC SIERRA 2500, VIN: 1GT22XEG8FZ137869	VEHICLES	9/1/2014
BOS Inc	PA Yard	AVAILABLE	USA-698	2016 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC1KUEG6GF151198	VEHICLES	3/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-699	2016 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC1KUEG7GF160931	VEHICLES	3/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-700	2016 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC1KUEG9GF162003	VEHICLES	3/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-743	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ362170	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-744	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7JZ136106	VEHICLES	12/31/2017
BOS Inc	PA Yard	AVAILABLE	USA-745	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5HZ276049	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-746	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ281900	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-747	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG0JZ120393	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-748	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG9JZ176266	VEHICLES	12/1/2017
BOS Inc	PA Yard	AVAILABLE	USA-749	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG4HZ188574	VEHICLES	12/1/2017

BOS Inc	RV Shop	AVAILABLE	USA-582	2014 CHEVROLET SILVERADO 2500 HD LT, VIN: 1GC1KVCG4EF189454	VEHICLES	3/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-604	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2VEC7EG516676	VEHICLES	9/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-611	2015 GMC SIERRA 2500, VIN: 1GT22XEG9FZ121860	VEHICLES	9/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-671	2015 GMC SIERRA 2500 4WD, VIN: 1GT22XEG1FZ501646	VEHICLES	11/1/2014
BOS Inc	RV Shop	AVAILABLE	USA-693	2017 GMC SIERRA 2500HD 4WD DBL, VIN: 1GT22REG6HZ161859	VEHICLES	3/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-695	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KVEG0H2151787	VEHICLES	3/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-705	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ310800	VEHICLES	6/1/2017
BOS Inc	RV Shop	AVAILABLE	USA-723	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG6HZ310032	VEHICLES	6/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-724	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG3HZ299765	VEHICLES	6/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-725	2017 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG4HZ311132	VEHICLES	6/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-726	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6HZ210951	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-727	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG6HZ381098	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-728	2017 CHEVROLET SILVERADO 2500HD EXT, VIN: 1GC2KUEG3HZ382707	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-729	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG2HZ380322	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-730	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG4HZ385313	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-731	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG4HZ382864	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-732	2017 CHEVROLET SILVERADO 2500 EXT, VIN: 1GC2KUEG9HZ398669	VEHICLES	9/30/2017
BOS Inc	RV Shop	AVAILABLE	USA-750	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG7JZ151527	VEHICLES	12/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-751	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG8JZ150483	VEHICLES	12/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-753	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG1JZ171272	VEHICLES	12/31/2017
BOS Inc	RV Shop	AVAILABLE	USA-755	2018 CHEVROLET SILVERADO 2500 4WD, VIN: 1GC2KUEG5JZ156659	VEHICLES	12/31/2017
BOS Inc	Texas	AVAILABLE	USA-319	2012 CHEVROLET SILVERADO 1500 4WD, VIN: 1GCPK3E7XCF112428	VEHICLES	1/1/2012
BOS Inc	Texas	AVAILABLE	USA-367	2012 GMC SIERRA 2500HD SLE, VIN: 1GT220CG1CZ319192	VEHICLES	8/1/2012
BOS Inc	Texas	AVAILABLE	USA-426	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG5DZ130479	VEHICLES	11/1/2012
BOS Inc	Texas	AVAILABLE	USA-438	2013 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCPKTE78DG297956	VEHICLES	4/1/2013
BOS Inc	Texas	AVAILABLE	USA-455	2013 GMC SIERRA 2500HD SLE, VIN: 1GT220CG9DZ358310	VEHICLES	7/1/2013
BOS Inc	Texas	AVAILABLE	USA-464	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC3EG121114	VEHICLES	9/1/2013
BOS Inc	Texas	AVAILABLE	USA-504	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC3EG115913	VEHICLES	10/1/2013
BOS Inc	Texas	AVAILABLE	USA-520	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2VECXEG206344	VEHICLES	10/1/2013
BOS Inc	Texas	AVAILABLE	USA-534	2014 CHEVROLET SILVERADO 2500 CREW, VIN: 1GC1KVCG0EF155902	VEHICLES	12/1/2013
BOS Inc	Texas	AVAILABLE	USA-536	2014 CHEVROLET SILVERADO 2500 CREW, VIN: 1GC1KVCG1EF157285	VEHICLES	12/1/2013
BOS Inc	Texas	AVAILABLE	USA-557	2014 CHEVROLET SILVERADO 1500 4WD, VIN: 3GCUKSEC9EG125856	VEHICLES	1/1/2014
BOS Inc	Texas	AVAILABLE	USA-575	2014 GMC SIERRA 1500, VIN: 3GTU2UEC7EG319940	VEHICLES	2/1/2014
BOS Inc	Texas	AVAILABLE	USA-576	2014 GMC SIERRA 1500 4WD CREW CAB, VIN: 3GTU2UEC5EG337529	VEHICLES	2/1/2014
BOS Inc	Texas	AVAILABLE	USA-580	2014 GMC SIERRA 2500 CREW, VIN: 1GT12ZCG1EF187426	VEHICLES	2/1/2014
BOS Inc	Texas	AVAILABLE	USA-584	2013 CHEVROLET SILVERADO 2500 HD 4WD, VIN: 1GC2KVC6DZ389690	VEHICLES	2/1/2014

Capital Spares:

All the Capital Spares set forth in Datasite Folder Item 4.9.1 as of Saturday, August 1, 2020.

Delivery Locations:

1. Equipment: "Last Confirmed Physical Location" noted at Datasite Item 5.1.6 as updated at Closing.
2. Capital Spares: "District" noted at Datasite Item 4.9.1 as updated at Closing.
3. Capital Leases:
 - a. The Canadian Leased Vehicles related to the Canadian Vehicle Lease will be delivered at Leduc or at a jobsite as specified at Closing
 - b. The US Leased Vehicles related to the US Vehicle Lease will be delivered at the closest BOS yard or at a jobsite specified at Closing.

Schedule 1.1(oo)

Excluded Assets

Excluded Assets:

All leases relating to Leased Real Property including but not limited to those set forth at Datasite Items 7.3.1–7.3.9, 7.3.16–7.3.19, and 7.2 as of Saturday, August 1, 2020.

Schedule 1.1(pp)

Excluded Contracts

For the avoidance of doubt, all contracts not specifically set forth on Schedule 1.1(k) including but not limited to:

1. All existing employment agreements including but not limited to those in Datasite Folder 2.4 with exception of the Employment Agreements shown on Schedule 1.1(k) Item 9.
2. The Crocodile Lease at 3.7.1 and 3.7.3.
3. The Rotating Solutions contract at 3.7.2.
4. The contracts related to the Third Party Rental Equipment set forth in Datasite Item 4.11.
5. The US Vehicle Lease.
6. The Canadian Vehicle Lease.

Schedule 1.1(zz)

Intellectual Property

The Patents set forth as follows:

1. Patent # CA 2558118 A1 2008/02/29 for “Apparatus and Method for Cleaning Solids from a Tank” filed with the Canadian Intellectual Property Office on 08/31/2006, issued on 2/29/2008.
2. Patent # CA 2549342 A1 2007/11/30 for “Apparatus for Separating Solids from Liquids” filed with the Canadian Intellectual Property Office on 05/31/2006, issued on 11/30/2007.
3. Patent # CA 2485875 A1 2006/04/22 for “Settling Tank and Method for Separating a Solids Containing Fluid” filed with the Canadian Intellectual Property Office on 10/22/2004, issued on 4/22/2006.
4. Patent # CA 2414321 C 2004/11/09 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the Canadian Intellectual Property Office on 12/14/2002, issued on 11/09/2004.
5. Patent # US 7,144,516 B2 for “Settling Tank and Method for Separating A Solids Containing Material” filed with the USPTO on 10/22/2004, issued on 12/5/2006.
6. Patent # US 6,863,809 B2 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the USPTO on 2/13/2003, issued on 3/8/2005.

The trademarks, tradenames, and any derivations of, including but not limited to, “BOS and “BOS Solutions” owned by or used by the Vendor or the Debtors.

Schedule 1.1(ccc)
Leased Equipment

United States:

1. Union Leasing Inc. (Vehicles; Chicago, IL), as such Leased Equipment is more specifically set forth at Datasite Item 5.1.8.

Canada:

1. Element Fleet Management (Vehicles; Toronto, ON).

BOS Unit #	Lease ID	Start Date	End Date	Lease Term	Year	Make/Model	VIN#
155	00155	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B69GEC64759
156	00156	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B62GEC64764
157	00157	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B64GEC64765
158	00158	11/01/16	03/31/19	29	2016	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B66GEC64766
159	00159	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B63HEB25647
160	00160	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B60HEB49937
161	00161	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B69HEB31601
162	00162	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B62HEB49938
163	00163	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B69HEC12081
164	00164	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B6XHEB87028
165	00165	02/01/17	06/30/19	29	2017	Ford F-250 XLT 4X4 SD Crew Cab 8' box	1FT7W2B67HEC12094

Schedule 1.1(ddd)

Leased Real Property

1. The Leases, including but not limited to, as set forth in Datasite Folder 7.3.1–7.3.9, 7.3.16–7.3.19 and Item 7.2 as of Saturday, August 1, 2020.
2. The Lease for the MagTech Equipment Yard in Kenai, AK as more specifically set forth at Datasite Item 7.6.
3. The Leases with CLC Lodging for the apartment properties as follows:
 - a. Foxwood Apartment #80, 4260 Palm Ave, San Diego, CA for the San Diego Naval Base Project.
 - b. Foxwood Apartment #58, 4260 Palm Ave, San Diego, CA for the San Diego Naval Base Project.
 - c. Maple Bay Apartment #309AM, 309 South Amsterdam Court – Unit 309AM, Virginia Beach, VA for the Chesapeake Bay Bridge Tunnel Project.
 - d. Maple Bay Apartment #309AM, 309 South Amsterdam Court – Unit 309AM, Virginia Beach, VA for the Chesapeake Bay Bridge Tunnel Project.
 - e. Solimar Apartment, 500 W Pacific Coast Hwy., Wilmington CA 90744 for the Clearwater Project.

Schedule 1.1(iii)

Owned Real Property

United States:

1701 County Road, Rio Vista TX 76093 (at Datasite Items 7.3.10–7.3.15).

Schedule 1.1(kkk)

Permits

Ontario Ministry of the Environment and Climate Change Environmental Compliance Approval Number 0927-AD3QE7 Issued September 7, 2016, as amended Reference Number 6059-B2XKH (at Datasite Items 1.8.1 and 1.8.2).

Schedule 1.1(ppp)

Prepaid Expenses

The Prepaid Expenses listed in Datasite Folder Item 4.5.2 as of Saturday, August 1, 2020.

Schedule 2.3(a)(iii)

Assumed Liabilities

1. All the Capital Leases set forth at Datasite Item 5.1.8 as of Saturday, August 1, 2020, excluding the Crocodile Lease at 3.7.1 and 3.7.3, the US Vehicle Lease and the Canadian Vehicle Lease.
2. The real property taxes for the Rio Vista property as of January 1, 2020.
3. The tangible property taxes for the Rio Vista property as of January 1, 2020.

Schedule 8.2(i)

Liens to be Released at Closing

Evidence of release of liens, mortgages, and security interests on all Purchased Assets, including but not limited to:

1. National Bank of Canada:

- a. Patent # CA 2485875 A1 2006/04/22 for “Settling Tank and Method for Separating a Solids Containing Fluid” filed with the Canadian Intellectual Property Office on 10/22/2004, issued on 4/22/2006.
- b. Patent # CA 2414321 C 2004/11/09 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the Canadian Intellectual Property Office on 12/14/2002, issued on 11/09/2004.
- c. Patent # US 7,144,516 B2 for “Settling Tank and Method for Separating A Solids Containing Material” filed with the USPTO on 10/22/2004, issued on 12/5/2006.
- d. Patent # US 6,863,809 B2 for “Shale Bin/Settling Tank/Centrifuge Combination Skid” filed with the USPTO on 2/13/2003, issued on 3/8/2005.

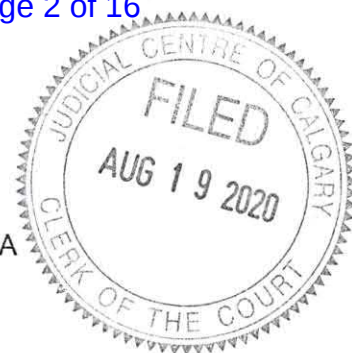
2. Customer Liens:

- a. Lien against Advanced Energy Partners, LLC pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 20, 2020, for the amount of \$26,202.89 (at Datasite Item 4.10.18).
- b. Lien against Chevron U.S.A., Inc. pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$108,388.21 (at Datasite Item 4.10.15).
- c. Lien against ConocoPhillips Company pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$77,979.55 (at Datasite Item 4.10.16).
- d. Lien against Crownquest Operating, LLC pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$102,164.95 (at Datasite Item 4.10.19).
- e. Lien against Endeavor Energy Resources, LP pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 20, 2020, for the amount of \$25,614 (at Datasite Item 4.10.20).
- f. Lien against EOG Resources, Inc. pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 19, 2020, for the amount of \$66,656.77 (at Datasite Item 4.10.25).
- g. Lien against Oxy USA, Inc. pursuant to the Mineral Subcontractor’s Lien Notice Letter dated May 20, 2020, for the amount of \$47,022.78 (at Datasite Item 4.10.3).

- 2 -

- h. Lien against Parsley Energy Operations, LLC pursuant to the Mineral Subcontractor's Lien Notice Letter dated May 20, 2020, for the amount of \$23,133.63 (at Datasite Item 4.10.4).
- i. Lien against Permian Deep Rock Oil Company, LLC pursuant to the Mineral Subcontractor's Lien Notice Letter dated May 20, 2020, for the amount of \$51,080.93 (at Datasite Item 4.10.5).
- j. Lien against Zavanna, LLC pursuant to the Mineral Subcontractor's Lien Notice Letter dated May 21, 2020, for the amount of \$3,672.72 (at Datasite Item 4.10.13).

EXHIBIT 7



COURT FILE NUMBER 2001-05949

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PROCEEDINGS IN THE MATTER OF THE RECEIVERSHIP OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC., and BOS USHOLDCO INC.

APPLICANT ERNST & YOUNG INC., in its capacity as Court-appointed Receiver of the current and future assets, undertakings and properties of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc., and BOS USHoldCo Inc.

DOCUMENT **APPROVAL AND VESTING ORDER**
(Sale by Receiver)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT BLAKE, CASSELS & GRAYDON LLP
3500, 855 – 2nd Street SW
Calgary, Alberta T2P 4J8

Attention: Kelly J. Bourassa /
Amanda G. Manasterski

I hereby certify this to be a true copy of the original Order

Dated this 19 day of August 2020

[Signature]
for Clerk of the Court

Telephone: 403-260-9697 /

403-260-9756

Facsimile: 403-260-9700

Email: kelly.bourassa@blakes.com /
amanda.manasterski@blakes.com

File Ref.: 8431/1363

DATE ON WHICH ORDER WAS PRONOUNCED: August 19, 2020

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY

JUSTICE WHO MADE THIS ORDER: The Honourable Justice C.M. Jones

UPON THE APPLICATION by Ernst & Young Inc., in its capacity as Court-appointed receiver and manager (the **"Receiver"**) of the current and future assets, undertakings and properties of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc., and BOS USHoldCo Inc. (the **"Debtors"**) for an order approving the sale transaction (the **"Transaction"**) contemplated by an agreement of purchase and sale between the Receiver and Stage 3 Separation, LLC, and an entity to be formed under the laws of Canada or a province thereof (collectively, the **"Purchaser"**), dated August 10, 2020, as amended by the amending agreement dated effective as of August 12, 2020 between the Receiver and the Purchaser (collectively, the **"Sale Agreement"**), and vesting in the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.), the Debtors' right, title and interest in and to the assets described in the Sale Agreement (the **"Purchased Assets"**);

AND UPON HAVING READ the order granted by the Honourable Justice P.R. Jeffrey dated May 4, 2020, filed (the **"Receivership Order"**); **AND UPON** having read the second report of the Receiver dated August 10, 2020 (the **"Second Report"**), filed; **AND UPON** having read the Receiver's supplement to the Second Report dated August 18, 2020 (the **"Supplemental Report"**), filed; **AND UPON** having read the affidavit of service of Breanne Mezei (the **"Affidavit of Service"**), filed; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, and any other parties present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps, perform, consummate, implement, execute and deliver such additional documents,

including conveyance documents, bills of sale, assignments, transfers, deeds, representations, indicia of title, tax elections, documents and instructions of whatsoever nature or kind as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) in accordance with the terms of the Sale Agreement.

3. The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtors and their stakeholders. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Sale Agreement.

VESTING OF PROPERTY

4. Upon delivery of a Receiver's certificate to the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Vendor's and the Debtors' right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order;
 - (b) any charges, liens, security interests or claims, whether evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), the Uniform Commercial Code (United States) or any other personal or real property registry system, or otherwise;
 - (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta) or any other builders', mechanics', garagekeeper's lien act or similar statute; and
 - (d) those Claims listed in **Schedule "B"** hereto

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "C"** (collectively, "**Permitted Encumbrances**"),

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

5. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its Canadian nominee, Stage 3 Separation Canada Inc., clear title to the Purchased Assets subject only to Permitted Encumbrances.
6. The aid and assistance of the officials of the public registries of any province or territory in Canada or in the United States is requested to give effect to this Order by transferring each of the registrations identified in the Sale Agreement to the name of the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.), namely, the Registrars of the Alberta Personal Property Registry, the Saskatchewan Personal Property Registry, the British Columbia Personal Property Registry, and the Ontario Personal Property Registry (collectively, the "**PPR Registrars**") shall and are hereby directed to forthwith cancel and discharge any registrations at its respective Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtors in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-numbered goods.
7. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge

registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

8. The Receiver is hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges listed in Schedule "B", and the PPR Registrars and all other persons in control or otherwise supervising such offices of registration or recording shall forthwith remove and discharge all such registrations. The Receiver is hereby authorized to file discharges of same forthwith after the filing of the Receiver's Closing Certificate.
9. No authorization, approval or other action by and no notice to or filing with any Governmental Authorities or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
10. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may only be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
11. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtors.

12. Upon completion of the Transaction and issuance of the Receiver's Closing Certificate, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.).
13. The Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by, through or against the Debtors.
14. Immediately upon closing of the Transaction and issuance of the Receiver's Closing Certificate, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
15. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.).
16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. The Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) shall maintain and protect the privacy of such information and shall be entitled to use the personal

information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtors were entitled.

MISCELLANEOUS MATTERS

17. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), or United States Bankruptcy Code, in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtors; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

18. The Receiver, the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
19. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in any of its provinces or territories, in the United States, or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested

to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

20. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at:

www.ey.com/ca/BOSSolutions

and service on any other person is hereby dispensed with.

21. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



J.C.Q.B.A

Schedule "A"

Receiver's Closing Certificate

COURT FILE NUMBER	2001-05949
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PROCEEDINGS	IN THE MATTER OF THE RECEIVERSHIP OF BOS SOLUTIONS LTD., BOS SOLUTIONS INC., BOS LEASECO LLC, BOS SOLUTIONS REAL ESTATE INC., and BOS USHOLDCO INC.
APPLICANT	ERNST & YOUNG INC., in its capacity as Court-appointed Receiver of the current and future assets, undertakings and properties of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc., and BOS USHoldCo Inc.
DOCUMENT	RECEIVER'S CLOSING CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BLAKE, CASSELS & GRAYDON LLP 3500, 855 – 2 nd Street SW Calgary, Alberta T2P 4J8 Attention: Kelly J. Bourassa / Amanda G. Manasterski Telephone: 403-260-9697 / 403-260-9756 Facsimile: 403-260-9700 Email: kelly.bourassa@blakes.com / amanda.manasterski@blakes.com File Ref.: 8431/1363

RECITALS

- A. Pursuant to an Order of the Honourable Justice P.R. Jeffrey of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated May 4, 2020, Ernst & Young Inc. was appointed as the receiver and manager (the "**Receiver**") of the current and future assets,

undertakings and properties of BOS Solutions Ltd., BOS Solutions Inc., BOS LeaseCo LLC, BOS Solutions Real Estate Inc., and BOS USHoldCo Inc. (the "**Debtors**").

- B. Pursuant to an Order of the Court dated August 19, 2020 the Court approved the agreement of purchase and sale made as of August 10, 2020 between the Receiver and Stage 3 Separation, LLC, and an entity to be formed under the laws of Canada or a province thereof (collectively, the "**Purchaser**"), as amended by the amending agreement dated effective as of August 12, 2020 between the Receiver and the Purchaser (collectively, the "**Sale Agreement**"), and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.); and
3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ on _____.

Ernst & Young Inc., in its capacity as receiver and manager of the current and future assets, undertakings and properties of **BOS Solutions Ltd.**, **BOS Solutions Inc.**, **BOS LeaseCo LLC**, **BOS Solutions Real Estate Inc.**, and **BOS USHoldCo Inc.**, and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B": Encumbrances to be Discharged

The Purchased Assets shall be conveyed to the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) free and clear of all Encumbrances (other than Permitted Encumbrances) (each as defined in the Sale Agreement), including without limitation the following:

Canadian Encumbrances to be Discharged**Alberta**

Registration Number	Registration Date	Registering Party	Nature of Registration
03092920663	2003-Sep-29	National Bank of Canada, as Agent	Land Charge
08101617453	2008-Oct-16	National Bank of Canada, as Agent	Security Agreement
19112819720	2019-Nov-28	National Bank of Canada, as Agent	Security Agreement
20061707521	2020-June-17	Workers' Compensation Board/Collection Unit	Workers' Compensation Board Charge

British Columbia

Registration Number	Registration Date	Registering Party	Nature of Registration
122703G	2011-May-02	National Bank of Canada, as Agent	Security Agreement
115074J	2016-Feb-16	Element Fleet Management Inc.	Security Agreement

Saskatchewan

Registration Number	Registration Date	Registering Party	Nature of Registration
300389354	2008-Oct-24	National Bank of Canada, as Agent	Security Agreement

Ontario

Registration Number	Registration Date	Registering Party	Nature of Registration
File No.: 763869798 20200720 1604 9234 2533	2020-July-20	National Bank of Canada, as Agent	PPSA Financing Statement / Claim for Lien
File No.: 732723444 20171006 1407 1462 1526	2017-Oct-06	Element Fleet Management Inc.	PPSA Financing Statement / Claim for Lien

U.S. Encumbrances to be DischargedColorado

Registration Number	Registration Date	Debtor	Registering Party	Nature of Registration
2011F020120	May 4, 2011	BOS Solutions, Inc.	National Bank of Canada, as Agent for and on behalf of itself, the lenders and the swap lenders	UCC-1 Financing Statement
20182087478	October 1, 2018	BOS Solutions, Inc.	National Bank of Canada	UCC-1 Financing Statement
20192005828	January 18, 2019	BOS Solutions, Inc.	National Bank of Canada, as Agent for and on behalf of itself, the lenders and the swap lenders	UCC-1 Financing Statement
20192005834	January 18, 2019	BOS Solutions, Inc.	National Bank of Canada, as Agent for and on behalf of itself, the lenders and the swap lenders	UCC-1 Financing Statement

2011F020122	May 4, 2011	BOS Solutions Real Estate, Inc.	National Bank of Canada, as Agent for and on behalf of itself, the lenders and the swap lenders	UCC-1 Financing Statement
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Delaware

Registration Number	Registration Date	Debtor	Registering Party	Nature of Registration
20111667917	May 4, 2011	BOS LeaseCo LLC	National Bank of Canada, as Agent for and on behalf of itself, the lenders and the swap lenders	UCC-1 Financing Statement
20111667800	May 4, 2011	BOS USHoldco Inc.	National Bank of Canada, as Agent for and on behalf of itself, the lenders and the swap lenders	UCC-1 Financing Statement

Schedule "C": Permitted Encumbrances

At the closing of the Transaction, the Purchaser (or its Canadian nominee, Stage 3 Separation Canada Inc.) will be conveyed clear title to the Purchased Assets subject to the Permitted Encumbrances as set forth in the Sale Agreement in the definition of "Permitted Encumbrances".

EXHIBIT 8

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	Case No. 20-32465
BOS SOLUTIONS LTD., et al	§	
	§	Chapter 15
Debtor in a foreign proceeding.	§	
	§	Jointly Administered

CERTIFICATE OF SERVICE

I, Jeffrey C. Demma, depose and say that I am employed by Stretto, the claims and noticing agent for the Debtors in the above-captioned case.

On July 8, 2020, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on the service list attached hereto as **Exhibit C**, to two hundred and one (201) confidential parties not included herein, and via electronic mail on the service list attached hereto as **Exhibit D**:

- **Order Granting the Receiver's Emergency Motion for Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Form and Manner of the Cure and Sale Notices; and (IV) Granting Related Relief (Docket No. 57)**
- **Notice of (I) Sale of All or Substantially All of Debtors' Assets, (II) Sale Process, (III) Hearing on Sale Approval, and (IV) Objection Deadlines Related Thereto (attached hereto as **Exhibit A**)**

Furthermore, on July 8, 2020, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on the service list attached hereto as **Exhibit E**:

- **Order Granting the Receiver's Emergency Motion for Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Form and Manner of the Cure and Sale Notices; and (IV) Granting Related Relief (Docket No. 57)**
- **Notice of (I) Sale of All or Substantially All of Debtors' Assets, (II) Sale Process, (III) Hearing on Sale Approval, and (IV) Objection Deadlines Related Thereto (attached hereto as **Exhibit A**)**

¹ The Debtors in these chapter 15 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: BOS Solutions, Inc. (8213); BOS LeaseCo LLC (3251), BOS Solutions Real Estate Inc. (9800), and BOS USHoldco Inc. (8620). The Debtors' principal offices are located at 635 8th Avenue Southwest, Suite 1200, Calgary, AB T2P 3M3

- **Notice of (I) Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection With the Sale Process and (II) The Receiver's Proposed Cure Amounts** (attached hereto as **Exhibit B**)

Dated: July 10, 2020

/s/ Jeffrey C. Demma

Jeffrey C. Demma

STRETTO

410 Exchange, Suite 100

Irvine, CA 92602

Telephone: 855-284-5053

Email: TeamBOS@stretto.com

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Case No. 20-32465
BOS SOLUTIONS LTD., et al.,¹	§	
	§	Chapter 15
Debtors in a foreign proceeding.	§	
	§	Jointly Administered

**NOTICE OF (I) SALE OF ALL OR SUBSTANTIALLY ALL OF DEBTORS' ASSETS,
(II) SALE PROCESS, (III) HEARING ON SALE APPROVAL, AND (IV) OBJECTION
DEADLINES RELATED THERETO**

PLEASE TAKE NOTICE that on May 4, 2020, National Bank of Canada filed an Originating Application (Appointment of Receiver) in the Court of Queen's Bench of Alberta in the Judicial Centre of Calgary, Canada, Court File No. 2001-05949 (the "Canadian Court" and the "Canadian Proceedings") seeking the appointment of Ernst & Young Inc. ("EY") as receiver (the "Receiver") for each of the above captioned Debtors under section 243 of the Canadian Bankruptcy and Insolvency Act ("BIA") and section 13(2) of the Judicature Act, RSA 2000 c J-2.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Canadian Court, Honorable Justice P. R. Jeffrey, entered the Receivership Order dated May 4, 2020 (the "Receivership Order") pursuant to section 243 of the BIA and section 13(2) of the Judicature Act, RSA 2000 c J-2. Among other things, the Receivership Order appointed the Receiver as the authorized foreign representative of the Debtors, with the power to commence ancillary insolvency proceedings in other countries and request aid and cooperation of U.S. courts to give effect to the Receivership Order and assistance with the Canadian Proceedings.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Receiver filed Official Form No. 401 Chapter 15 petitions for each of the Debtors pursuant to 11 U.S.C. §§ 1504, 1509(a) and 1515(a), commencing the above captioned chapter 15 cases.

PLEASE TAKE FURTHER NOTICE that on May 5, 2020, the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division (the "U.S. Court") entered the *Order Granting Receiver's Emergency Ex Parte Application for Temporary Restraining Order and Relief Pursuant to Sections 105(a) and 1519 of the Bankruptcy Code* [Doc. No. 17] (the "TRO Order"), which was extended on a final basis pursuant to the *Order Granting Emergency Petition for Recognition as Foreign Main Proceeding Pursuant to Sections 1515 and 1517 of the United States Bankruptcy Code and Related Relief* [Doc. No. 41] (the "Recognition Order"). The Recognition Order gives the Receivership Order full force and effect in the U.S., so the Receivership Order applies equally in the U.S. and in Canada.

¹ The Debtors are: (1) BOS Solutions Ltd., (2) BOS Solutions Inc., (3) BOS Leaseco LLC, (4) BOS Solutions Real Estate Inc., and (5) BOS USHoldco Inc.

PLEASE TAKE FURTHER NOTICE that the Receiver filed the *Receiver's Emergency Motion For Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Sale of Substantially all of the Debtors' Assets Free and Clear of Claims and Interests; (IV) Approving the Form and Manner of the Cure and Sale Notices; and (V) Granting Related Relief* [Doc. No. 51] (the "Motion").² Pursuant to the Motion, the Receiver seeks, among other things, entry of entry of an order (the "Sale Approval Order") authorizing and approving: (a) the sale of the Sale Property (as defined below) free and clear of all Claims and Interests, with all such Claims and Interests attaching with the same validity and priority to the proceeds of such sale, to one or more purchasers submitting the highest or otherwise best offers therefor after recognition of the sale of assets approved by the Canadian sale order (the "Sale"); and (b) procedures for the potential assumption and assignment of certain executory contracts and unexpired leases (collectively, the "Assigned Agreements").

PLEASE TAKE FURTHER NOTICE that on July 6, 2020, the U.S. Court entered an order [Doc. No. 57] (the "Sale Process Recognition Order") granting certain of the relief sought in the Motion, including among other things, approving: (i) the Sale Process and (ii) the procedures for the potential assumption and assignment of the Assigned Agreements (the "Assumption and Assignment Procedures"). A copy of the Sale Process Recognition Order is enclosed herein.

PLEASE TAKE FURTHER NOTICE that the Receiver is soliciting offers for the purchase of all or substantially all of the Debtors' assets located in Canada (the "Canadian Property"), all or substantially all of the Debtors' assets located in the U.S. (the "U.S. Property"), and the Debtors' business (the "Business," and together with the Canadian Property and the U.S. Property, the "Sale Property") consistent with the Sale Process approved by the Canadian Court and recognized by the U.S. Court by the Sale Process Recognition Order. All parties in interest should carefully read the Sale Process Recognition Order. To the extent that there are any inconsistencies between this Sale Notice or the Sale Process Recognition Order, the Sale Process Recognition Order shall govern in all respects.

PLEASE TAKE FURTHER NOTICE THAT a hearing to consider recognition of the Sale Approval and Vesting Order for the sale of the Sale Property and approval of the sale of the U.S. Property pursuant to section 363 of the Bankruptcy Code (the "Sale Hearing") is presently scheduled to take place on Monday, August 17, 2020 at 12:00 p.m. (Central) before the U.S. Court, 515 Rusk Avenue, Courtroom 400, Houston, TX 77002.

PLEASE TAKE FURTHER NOTICE THAT on March 24, 2020, through the entry of General Order 2020-10, the U.S. Court invoked the Protocol for Emergency Public Health or Safety Conditions. It is anticipated that all persons will appear telephonically and also may appear via video at the Sale Hearing. Audio communication will be by use of the U.S. Court's regular dial-in number. The dial-in number is +1 (832) 917-1510. You will be responsible for your own long-distance charges. You will be asked to key in the conference room number. Judge Jones' conference room number is 205691. Parties may participate in electronic hearings by use of an internet connection. The internet site is www.join.me. Persons connecting by mobile device will need to download the free join.me application. Once connected to www.join.me, a participant must select "join a meeting". The code for joining this hearing before judge jones is "judgejones". The next screen will have a place for the participant's name in the lower left corner. Please complete the name and click "notify".

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Sale Process Recognition Order, objections, if any, to the sale of the Sale Property, the potential assumption and assignment of the Assigned Agreements, or any relief requested in the Motion other than the relief granted by the U.S. Court in the Sale Process Recognition Order, including that any property or right (including an Assigned Agreement) cannot be transferred, sold, assumed, and/or assigned free and clear of all liens, encumbrances, claims and other interests, must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Bankruptcy Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than 5:00 p.m. (Central Time) on July 31, 2020** (the “General Objection Deadline”); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the General Objection Deadline by: (i) the Receiver, Peter Chisholm, Ernst & Young Inc. Calgary City Centre, 2200 – 215 2nd Street SW Calgary AB T2P 1M4, email: peter.chisholm@ca.ey.com; (ii) the Receiver’s Canadian counsel, Kelly Bourassa, Blake, Cassels & Graydon LLP, 855 2nd Street S.W., Suite 3500, Calgary AB T2P 4J8 Canada, email: kelly.bourassa@blakes.com; (iii) the Receiver’s U.S. counsel, Charles A. Beckham, Jr. and Kelli Norfleet, Haynes and Boone, LLP, 1211 McKinney, Suite 4000, Houston, Texas 77010, email: charles.beckham@haynesboone.com and kelli.norfleet@haynesboone.com; (iv) the U.S. Trustee; and (v) counsel to National Bank of Canada, as agent for the secured lenders, Sean Collins, McCarthy Tetrault LLP; Suite 4000, 421 7th Avenue S.W., Calgary, AB T2P 4K9, Canada, email: scollins@mccarthy.co and Lloyd Lim, Reed Smith, 811 Main Street, Suite 1700, Houston, TX 77002-6110 email: LLim@reedsmith.com (collectively, the “Notice Parties”). Each objection must state the legal and factual basis of such objection.

PLEASE TAKE FURTHER NOTICE that objections solely with respect to proceeding with the sale to the Successful Bidder(s) must be (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than 5:00 p.m. (Central Time) on August 5, 2020** (the “Supplemental Objection Deadline”); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the Supplemental Objection Deadline by the Notice Parties.

Obtaining Additional Information

Copies of the Motion, the Sale Process Recognition Order, and any other related documents are available online at <https://cases.stretto.com/bossolutions/> or upon request to the Receiver’s U.S. counsel, Haynes and Boone, LLP, Attn: Kelli S. Norfleet, 1221 McKinney, Suite 4000, Houston, Texas, 77010, email: kelli.norfleet@haynesboone.com.

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE GENERAL OBJECTION DEADLINE OR THE SUPPLEMENTAL OBJECTION DEADLINE, AS APPLICABLE, IN ACCORDANCE WITH THE SALE PROCESS RECOGNITION ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE SALE PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE ASSET PURCHASE AGREEMENT RELATED THERETO. IF YOU FAIL TO RESPOND IN ACCORDANCE WITH

THIS NOTICE, THE U.S. COURT MAY GRANT CERTAIN OF THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

ANY PARTY OBJECTING TO THE ASSUMPTION AND ASSIGNMENT OF AN ASSIGNED AGREEMENT AND/OR THE CURE COSTS INCLUDING AN OBJECTION TO THE ASSIGNABILITY OF ANY OF THE DEBTORS' CONTRACTS OR LEASES SHOULD CONSULT THE NOTICE OF (I) POTENTIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH THE SALE PROCESS AND (II) THE RECEIVER'S PROPOSED CURE AMOUNTS.

Dated: July 8, 2020
Houston, Texas

Respectfully submitted,

HAYNES AND BOONE, LLP

Charles A. Beckham, Jr.
Texas State Bar No. 02016600
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Kelli S. Norfleet
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1221 McKinney Street, Suite 4000
Houston, Texas 77010
Telephone: (713) 547-2000
Facsimile: (713) 547-2600

ATTORNEYS FOR CANADIAN RECEIVER

Exhibit B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Case No. 20-32465
BOS SOLUTIONS LTD., et al.,¹	§	
	§	Chapter 15
Debtors in a foreign proceeding.	§	
	§	Jointly Administered

**NOTICE OF (I) POTENTIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH THE
SALE PROCESS AND (II) THE RECEIVER'S PROPOSED CURE AMOUNTS**

PLEASE TAKE NOTICE that on May 4, 2020, National Bank of Canada filed an Originating Application (Appointment of Receiver) in the Court of Queen's Bench of Alberta in the Judicial Centre of Calgary, Canada, Court File No. 2001-05949 (the "Canadian Court" and the "Canadian Proceedings") seeking the appointment of Ernst & Young Inc. ("EY") as receiver (the "Receiver") for each of the above captioned Debtors under section 243 of the Canadian Bankruptcy and Insolvency Act ("BIA") and section 13(2) of the Judicature Act, RSA 2000 c J-2.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Canadian Court, Honorable Justice P. R. Jeffrey, entered the Receivership Order dated May 4, 2020 (the "Receivership Order") pursuant to section 243 of the BIA and section 13(2) of the Judicature Act, RSA 2000 c J-2. Among other things, the Receivership Order appointed the Receiver as the authorized foreign representative of the Debtors, with the power to commence ancillary insolvency proceedings in other countries and request aid and cooperation of U.S. courts to give effect to the Receivership Order and assistance with the Canadian Proceedings.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Receiver filed Official Form No. 401 Chapter 15 petitions for each of the Debtors pursuant to 11 U.S.C. §§1504, 1509(a) and 1515(a), commencing the above captioned chapter 15 cases.

PLEASE TAKE FURTHER NOTICE that on May 5, 2020, the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division (the "U.S. Court") entered the *Order Granting Receiver's Emergency Ex Parte Application for Temporary Restraining Order and Relief Pursuant to Sections 105(a) and 1519 of the Bankruptcy Code* [Doc. No. 17] (the "TRO Order"), which was extended on a final basis pursuant to the *Order Granting Emergency Petition for Recognition as Foreign Main Proceeding Pursuant to Sections 1515 and 1517 of the United States Bankruptcy Code and Related Relief* [Doc. No. 41] (the "Recognition Order"). The Recognition Order gives the Receivership Order full force and effect in the U.S., so the Receivership Order applies equally in the U.S. and in Canada.

¹ The Debtors are: (1) BOS Solutions Ltd., (2) BOS Solutions Inc., (3) BOS Leaseco LLC, (4) BOS Solutions Real Estate Inc., and (5) BOS USHoldco Inc.

PLEASE TAKE FURTHER NOTICE that the Receiver filed the *Receiver's Emergency Motion For Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Sale of Substantially all of the Debtors' Assets Free and Clear of Claims and Interests; (IV) Approving the Form and Manner of the Cure and Sale Notices; and (V) Granting Related Relief* [Doc. No. 51] (the "Motion").² Pursuant to the Motion, the Receiver seeks, among other things, entry of entry of an order (the "Sale Approval Order") authorizing and approving: (a) the sale of the Sale Property (as defined below) free and clear of all Claims and Interests, with all such Claims and Interests attaching with the same validity and priority to the proceeds of such sale, to one or more purchasers submitting the highest or otherwise best offers therefor after recognition of the sale of assets approved by the Canadian sale order (the "Sale"); and (b) procedures for the potential assumption and assignment of executory contracts and unexpired leases (collectively, the "Assigned Agreements").

PLEASE TAKE FURTHER NOTICE that on July 6, 2020, the U.S. Court entered an order [Doc. No. 57] (the "Sale Process Recognition Order") granting certain of the relief sought in the Motion, including among other things, approving: (i) the Sale Process and (ii) the procedures for the potential assumption and assignment of the Assigned Agreements (the "Assumption and Assignment Procedures"). A copy of the Sale Process Recognition Order (which incorporates the Assumption and Assignment Procedures and the Sale Process) is enclosed herein.

PLEASE TAKE FURTHER NOTICE that in connection with the closing of any Sale, the Receiver may assume and assign to the Successful Bidder(s) any of the potential Assigned Agreements (collectively, the "Listed Contracts") identified on the schedules attached hereto (the "Cure Schedule").

PLEASE TAKE FURTHER NOTICE that the Receiver will file a final schedule of the Listed Contracts that were actually assumed and assigned to the Successful Bidder(s) at the closing with the U.S. Court within two (2) business days after the closing of the Sale.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice (the "Notice") because the Receiver's records reflect that you may be a party to a Listed Contract that is listed on the Cure Schedule. Therefore, you are advised to carefully review the information contained in this Notice. If you have any questions about this Notice or the Cure Schedule, you may contact the Receiver's U.S. counsel, Haynes and Boone, LLP, Attn: Kourtney P. Lyda, 1221 McKinney, Suite 4000, Houston, Texas, 77010, email: kourtney.lyda@haynesboone.com.

PLEASE TAKE FURTHER NOTICE THAT the Receiver is presently noticing the potential assumption of executory contract(s) or unexpired lease(s) listed on the Cure Schedule to which you may be a party.³ Under the terms of the Assumption and Assignment Procedures, if at any time after the service of this Notice the Receiver identifies additional prepetition executory contracts or leases to be assumed and assigned to the Successful Bidder(s), the Receiver shall serve a supplemental Notice by first-class mail, facsimile, electronic transmission, or overnight mail on the contract counterparty

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

³ Neither the exclusion nor inclusion of any executory contract or unexpired lease on the Cure Schedule shall constitute an admission by the Debtors or the Receiver that any such contract or lease is in fact an executory contract or unexpired lease capable of assumption, that any Debtor(s) has liability thereunder, or that such executory contract or unexpired lease is necessarily a binding and enforceable agreement. Further, the Receiver expressly reserves the right to (a) remove any executory contract or unexpired lease from the Cure Schedule, in coordination with the Successful Bidder(s) as stated above, and (b) contest any claim (or cure amount) asserted in connection with the assumption of any executory contract or unexpired lease.

(and its attorney, if known) to each supplemental Assigned Agreement at the last known address available to the Receiver by no later than ten (10) days before the proposed effective date of the assignment. Such contract counterparty shall have a period of ten (10) days from receipt of the supplemental Notice to file with the U.S. Court any objection to the proposed cure amount or the assumption and assignment of such Contract(s), as applicable, as will be set forth in the supplemental Assumption and Assignment Notice.

Obtaining Additional Information

Copies of the Motion, the Sale Process Recognition Order, and any other related documents are available online at <https://cases.stretto.com/bossolutions/> or upon request to the Receiver's U.S. counsel, Haynes and Boone, LLP, Attn: Kelli S. Norfleet, 1221 McKinney, Suite 4000, Houston, Texas, 77010, email: kelli.norfleet@haynesboone.com.

Assigned Contract Objection Procedures

Pursuant to the Assigned Contract Objection Procedures, all objections to assumption and assignment of the Assigned Agreements, including without limitation any objection to the Receiver's proposed Cure Costs (other than objections filed in response to any supplemental Notice, as set forth above) must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than 5:00 p.m. (Central Time) on July 31, 2020** (the "General Objection Deadline"); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the General Objection Deadline on: (i) the Receiver, Peter Chisholm, Ernst & Young Inc. Calgary City Centre, 2200 – 215 2nd Street SW Calgary AB T2P 1M4, email: peter.chisholm@ca.ey.com; (ii) the Receiver's Canadian counsel, Kelly Bourassa, Blake, Cassels & Graydon LLP, 855 2nd Street S.W., Suite 3500, Calgary AB T2P 4J8 Canada, email: kelly.bourassa@blakes.com; (iii) the Receiver's U.S. counsel, Charles A. Beckham, Jr. and Kelli Norfleet, Haynes and Boone, LLP, 1211 McKinney, Suite 4000, Houston, Texas 77010, email: charles.beckham@haynesboone.com and kelli.norfleet@haynesboone.com; (iv) the U.S. Trustee; and (v) counsel to National Bank of Canada, as agent for the secured lenders, Sean Collins, McCarthy Tetrault LLP, Suite 4000, 421 7th Avenue S.W., Calgary, AB T2P 4K9, Canada, email: scollins@mccarthy.co and Lloyd Lim, Reed Smith, 811 Main Street, Suite 1700, Houston, TX 77002-6110 email: LLim@reedsmith.com (collectively, the "Notice Parties"). Each objection must state the legal and factual basis of such objection.

Pursuant to the Assigned Contract Objection Procedures, any objection solely to the Successful Bidder(s)' ability to provide adequate assurance of future performance under any Assigned Agreement pursuant to section 365 of the Bankruptcy Code ("Adequate Assurance") must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than 5:00 p.m. (Central Time) on August 5, 2020** (the "Adequate Assurance Objection Deadline"); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the Adequate Assurance Objection Deadline on the Notice Parties.

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY COUNTERPARTY TO AN ASSIGNED AGREEMENT WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE PROPOSED ASSUMPTION AND ASSIGNMENT OF AN ASSIGNED AGREEMENT AND/OR THE CURE COSTS SET FORTH ON THE ATTACHED CURE SCHEDULE IN ACCORDANCE WITH THE SALE PROCESS RECOGNITION ORDER AND THE ASSIGNED AGREEMENT OBJECTION PROCEDURES SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND ASSIGNMENT OF THE ASSIGNED AGREEMENTS AND/OR THE CURE COSTS, OR ASSERTING ADDITIONAL CURE AMOUNTS WITH RESPECT TO THE ASSUMED AND ASSIGNED CONTRACTS RELATING TO ANY PERIOD PRIOR TO THE TIME OF ASSUMPTION AND ASSIGNMENT.

Dated: July 8, 2020
Houston, Texas

Respectfully submitted,

HAYNES AND BOONE, LLP

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Houston, Texas 77010
Telephone: (713) 547-2000
Facsimile: (713) 547-2600

ATTORNEYS FOR CANADIAN RECEIVER

Cure Schedule¹

¹ Cure Amounts are as of May 4, 2020, the date the Receivership Order was entered. To the extent that the amount listed as a Cure Amount is later determined to be lower than the amount listed, the Receiver shall file a supplemental Cure Notice as set forth in the Sale Process Recognition Order.

CURE SCHEDULE

BOS Solutions et al.
Case No. 20-32465
Schedule of Contract Counterparties
Balances as of 4 May 2020

#	Contract Counterparty	Description of Services	Street	City	State/ Province	Zip/ Postal	Balance \$CAD ¹	Balance \$USD ¹
1	15321 A Holdings Ltd.	Real Property	18 Thornbank Road	Thornhill	ON	L4J 2A2	\$0.00	\$0.00
2	4 Elements Logistics LLC	Trucking	17623 Fossil Ridge Lane	Humble	TX	77346	\$0.00	\$161,453.15
3	5 Star Solids Control Services LLC	Contractors	3606 Princeton Ave	Midland	TX	79703	\$0.00	\$1,090,108.71
4	ABATIX Corp.	PPE	PO Box 671202	Dallas	TX	75267-1202	\$0.00	\$66,474.38
5	Addison Group	Temporary labour services	1001 McKinney Street, 10th Floor	Houston	TX	77002	\$0.00	\$14,637.25
6	Advance Energy Partners, LLC	Client / Former Client	11490 Westheimer, Suite 950	Houston	TX	77077	\$0.00	\$0.00
7	ADVANCED ENERGY PARTNERS, LLC	Client / Former Client	11490 Westheimer Rd	Houston	TX	77077	\$0.00	\$0.00
8	Advanced Energy Partners, LLC	Client / Former Client	11490 Westheimer Rd, Ste. 950	Houston	TX	77077	\$0.00	\$0.00
9	Aethon	Client / Former Client	12377 Merit Drive, Suite 1200	Dallas	TX	75251	\$0.00	\$0.00
10	Agility Resources (Teir one)	Client / Former Client	15 2nd Ave SW	Minot	ND	58701	\$0.00	\$0.00
11	AGILITY RESOURCES LLC	Client / Former Client	427 4th Street North, P.O. Box 1258	New Town	ND	58763	\$0.00	\$0.00
12	Alvarado Parts Plus	Cleaning services	PO Box 1279	Alvarado	TX	76009	\$0.00	\$129.84
13	Best Line Equipment	Equipment rentals	2582 Gateway Drive	State College	PA	16801	\$0.00	\$622.17
14	BKV Operating	Client / Former Client	12231 St Rte 706	Montrose	PA	18801	\$0.00	\$0.00
15	Brintel	Client / Former Client	4600 E Washington ST, Suite 300	Phoenix	AZ	85034	\$0.00	\$0.00
16	Brintel Environmental	Client / Former Client	4600 Washington Street, Suite 300	Phoenix	AZ	85034	\$0.00	\$0.00
17	Bruin	Client / Former Client	602 Sawyer Street, Suite 710	Houston	TX	77007	\$0.00	\$0.00
18	BRUIN E&P OPERATING	Client / Former Client	602 SAWYER STREET, SUITE 220	HOUSTON	TX	77007	\$0.00	\$0.00
19	Cammie Schock	Real Property	2959 Majestic Street	Lincoln	ND	58504-9387	\$0.00	\$2,500.00
20	Canadian Linen and Uniform Service	Cleaning services	8631 Stadium Road	Edmonton	AB	T5H 3W9	\$1,726.31	\$0.00
21	Cathedral Transportation LLC	Real Property	785 22 Road	Grand Junction	CO	81505	\$0.00	\$29,050.00
22	CENTENNIAL REOURCES PRODUCTION, LLC	Client / Former Client	1001 17th Street, Suite 1000	DENVER	CO	80202	\$0.00	\$0.00
23	Centennial Resource Development	Client / Former Client	1001 Seventeenth Street, Suite 1800	Denver	CO	80202	\$0.00	\$0.00
24	Ceridian- Auto Pay	Payroll	P.O. Box 10989	Newark	NJ	7193	\$0.00	\$970.34
25	Ceridian Canada Ltd	Payroll	125 Garry Street 5th floor	Winnipeg	MB	R3C 3P2	\$22.83	\$0.00
26	Chesapeake Bay Bridge and Tunnel District	Contractor	32386 Lankford Highway	Cape Charles	VA	23310	\$0.00	\$0.00
27	CHESAPEAKE TUNNEL JOINT VENTURE	Client / Former Client	2377 FERRY ROAD	VIRGINIA BEACH	VA	23455	\$0.00	\$0.00
28	Chevron North America Exploration & Production	Client / Former Client	Mid Continent Business Unit, 41st Floor Supply	Houston	TX	77002	\$0.00	\$0.00
29	Chevron North America Exploration & Production	Client / Former Client	1400 Smith St	Houston	TX	77002	Duplicate	Duplicate
30	Chevron U.S.A. Inc., through its division, Chevron North America Exploration and production Company	Client / Former Client	PO Box 2100	Houston	TX	77252-2100	\$0.00	\$0.00
31	Chief Oilfield Services	Tier 1 provider	40 1st ave W, Suite 300	Dickinson	ND	58601	\$0.00	\$33,157.47
32	Chubb Insurance Company of Canada	Insurance	330 - 5th Avenue SW	Calgary	AB	T2P 0L4	\$0.00	\$0.00
33	Cintas	Uniforms	P.O. Box 650838	Dallas	TX	75265-0838	\$0.00	\$5,155.58
34	Cintas - Acct 11987097 - PA - #0531	Uniforms	PO Box 630910	Cincinnati	OH	45263-0910	\$0.00	\$2,738.72
35	Cintas Canada Limited	Uniforms	c/o C3005 PO Box 2572 StnM	Calgary	AB	T2P 3L4	\$4,684.70	\$0.00
36	Cintas First Aid & Safety	Uniforms	PO Box 631025	Cincinnati	OH	45263-1025	\$0.00	\$2,885.19
37	Cintas-Midland # 440	Uniforms	768 Walnut St	Abilene	TX	79601	\$0.00	\$14,258.51
38	City of St. Albert	Client / Former Client	5 St. Anne Street	St. Albert	AB	T8N 3Z9	\$0.00	\$0.00
39	CLC Lodging	Real Property	3199 Beaumont Centre Circle	Lexington	KY	40513	\$0.00	\$0.00
40	Clean Slurry Technology, Inc	Screen provider	4101 Union Ave Suite 5	Bakersfield	CA	93305	\$0.00	\$22,692.95
41	Clean Soil Services	Client / Former Client	85 Vickers Road	Etobicoke	ON	M9B 1C1	\$0.00	\$0.00
42	CLEAN SOILS SERVICES LTD	Client / Former Client	85 VICKERS RD	ETOBICOKE	ON	M9B 1C1	\$0.00	\$0.00
43	CNX	Client / Former Client	1000 Consol Energy Drive	Canonsburg	PA	15317	\$0.00	\$0.00
44	CNX Resources Corporation	Client / Former Client	CNX Center, 1000 CONSOL Energy Drive	Canonsburg	PA	15317	\$0.00	\$0.00
45	Collins Float Systems	Trucking	17453 Nesbitt Line	Nestleton	ON	LOB 1L0	\$4,678.20	\$0.00
46	Commodity Trucking Acquistion LLC	Trucking	14032 Santa Ana Ave	Fontana	CA	92337	\$0.00	\$180,455.00
47	Concho Resources	Client / Former Client	One Concho Center, 600 W. Illinois Avenue	Midland	TX	79701	\$0.00	\$0.00
48	Concur Technologies, Inc.	Software	62157 Collections Center Drive	Chicago	IL	60693	\$0.00	\$10,189.54
49	Conoco Phillips Company	Client / Former Client	743 -Horizon Court	Grand Junction	CO	81505	\$0.00	\$0.00

CURE SCHEDULE

BOS Solutions et al.
Case No. 20-32465
Schedule of Contract Counterparties
Balances as of 4 May 2020

#	Contract Counterparty	Description of Services	Street	City	State/ Province	Zip/ Postal	Balance \$CAD ¹	Balance \$USD ¹
50	Conoco Phillips Company	Client / Former Client	925 N Eldridge Pkwy	Houston	TX	77079	Duplicate	Duplicate
51	Copy Tech Systems Inc.	Copiers	PO Box 543221	Dallas	TX	75354-3221	\$0.00	\$4,788.21
52	Corporate Services, LLC	Software	3801 Plaza Tower Dr.	Baton Rouge	LA	70816	\$0.00	\$12,264.44
53	Corporation Service Company	Accounting - Filings, reporting and tax return	P.O. Box 13397	Philadelphia	PA	19101-3397	\$0.00	\$3,467.96
54	Creative Lodging Solutions	Crew Lodging	PO Box 746276	Atlanta	GA	30374	\$0.00	\$20,820.87
55	Crew Support Services II, LLC	Crew Lodging	1509 W Wall St. Ste 114	Midland	TX	79701	\$0.00	\$68,136.14
56	Crocodile Products	Rig Mat rental	32227 Township Rd 243A	Calgary	AB	T3Z 2M8	\$0.00	\$0.00
57	Crowheart Energy	Client / Former Client	1225 17th Street # 1750	Denver	CO	80202	\$0.00	\$0.00
58	CrownQuest Operating LLC	Client / Former Client	P.O. Box 53310	Midland	TX	79710	\$0.00	\$0.00
59	CrownQuest Operating LLC	Client / Former Client	18 Desta Dr	Midland	TX	79705	Duplicate	Duplicate
60	Crum & Forster	Insurance	305 Madison Avenue	Morristown	NJ	7962	\$0.00	\$0.00
61	Crum & Forster	Insurance	P.O. Box 2807	Houston	TX	77252-2807	Duplicate	Duplicate
62	CSD Millwright and Fabrication Ltd.	Centrifuge Repair	150-50054 Range Road 232	Leduc County	AB	T4X 0K8	\$224,468.43	\$36,169.53
63	Dalton Trucking Inc	Trucking/ ES storage yard	P.O. Box 2100	Rancho Cucamonga	CA	91729-2100	\$0.00	\$3,630.00
64	Datavox, Inc.	Houston office card security	PO Box 660831	Dallas	TX	75266-0831	\$0.00	\$1,505.97
65	Davis Vision	Insurance	PO Box 382038	Pittsburgh	PA	15251	\$0.00	\$2,148.32
66	Dealers First Financial L.L.C.	Copier lease	P.O. Box 218649	Houston	TX	77218-8649	\$0.00	\$0.00
67	Denali Water Solutions	Client / Former Client	3308 Bernice Ave	Russelville	AR	72802	\$0.00	\$0.00
68	Dimension Oilfield Products LLC	Contractor	PO Box 1733	Humble	TX	77347	\$0.00	\$160,403.91
69	Direct Horizontal	Client / Former Client	410 - 600 6th Avenue SW	Calgary	AB	T2P 0S5	\$0.00	\$0.00
70	Direct Horizontal Drilling Inc.	Client / Former Client	PO Box 4027	Spruce Grove	AB	T7X 3B2	\$0.00	\$0.00
71	Direct Horizontal Drilling Inc.	Client / Former Client	#3 26318 TWP 531A	Acheson	AB	T7X 3B2	Duplicate	Duplicate
72	DISA Inc.	Occupational health testing	Dept 3731, PO Box 123731	Dallas	TX	75312-3731	\$0.00	\$10,446.44
73	Discovery Benefits, Inc	Cobra continuation medical coverage	PO Box 9528	Fargo	ND	58106-9528	\$0.00	\$390.00
74	Discovery Natural Resources	Client / Former Client	410 17th Street, Suite 900	Denver	CO	80202	\$0.00	\$0.00
75	Doyon	Client / Former Client	11500 C St	Ankorage	AK	9951	\$0.00	\$0.00
76	DRAGADOS CANADA INC	Client / Former Client	212- 150 ISABELLA STREET	OTTAWA	ON	K1S1V7	\$0.00	\$0.00
77	DWM CONSULTING LLC	Client / Former Client	PO BOX 9979	LAKE DALLAS	TX	75065	\$0.00	\$0.00
78	DWM Consulting, LLC	Contractor	507 Main Street, Suite D	Lake Dallas	TX	75065	\$0.00	\$500,273.04
79	Eastwood Oilfield Consulting Services	Contractor	4305 North Garfield Street, Suite 236A	Midland	TX	79705	\$0.00	\$246,333.49
80	Eastwood Oilfield Consulting Services, LLC	Contractor	7502 Shadyvilla Lane	Houston	TX	77055	\$0.00	\$0.00
81	Element Fleet Management Inc	Vehicle leases	PO BOX 57152, Postal Station A	Toronto	ON	M5W 5M5	\$7,920.84	\$0.00
82	Element Petroleum Operating	Client / Former Client	110 W. Louisiana	Midland	TX	79701	\$0.00	\$0.00
83	Elemental Fleet Management Inc.	Vehicle leases	P.O. Box 57152, Postal Station A	Toronto	ON	M5W 5M5	\$0.00	\$0.00
84	Emkay Canada Leasing Corp	Vehicle leases	109 Atlantic Ave, Suite 300	Toronto	ON	M6K 1X4	-\$3,898.64	\$0.00
85	Emkay Canada Leasing Corp.	Vehicle leases	P.O. Box 15005, Station A	Toronto	ON	M5W 1C1	\$0.00	\$0.00
86	Encanex Environmental Oil and Gas	Client / Former Client	129 McNamara Drive, Suite 3	Paradise	NL	A1L 0A7	\$0.00	\$0.00
87	Encanex Environmental Oil and Gas	Client / Former Client	6 Long Lake Drive	Halifax	NS	B3S 1T4	Duplicate	Duplicate
88	Encore Industrial Products LLC	Equipment rental and trucking	PO Box 300	Barker	TX	77413-0300	\$0.00	\$2,148.76
89	Endeavor	Client / Former Client	110 N. Marienfeld St., Suite 200	Midland	TX	79701	\$0.00	\$0.00
90	ENDEAVOR ENERGY RESOURCES	Client / Former Client	110 N. MARIENFELD, SUITE 200	MIDLAND	TX	79701	\$0.00	\$0.00
91	ENERKEM ALBERTA BIOFUELS LP	Client / Former Client	13111 MERIDIAN STREET NE, Suite 460	EDMONTON	AB	T6S 1G9	\$0.00	\$0.00
92	EnerPlus Resources (USA) Corporation	Client / Former Client	950 17th Street, Suite 2200	Denver	CO	80202-2805	\$0.00	\$0.00
93	ENERPLUS RESOURCES FUND (USA)	Client / Former Client	Wells Fargo Center, 1300 1700 Lincoln St	DENVER	CO	80203	\$0.00	\$0.00
94	Entrec Cranes & Heavy Haul, Inc.	Trucking	4003 SCR 1294	Odessa	TX	79765	\$0.00	\$229,870.22
95	ENVIRONMENTAL MANAGMENT SPECIALISTS, INC	Client / Former Client	6909 ENGLE ROAD, SUITE C-31	CLEVELAND	OH	44130	\$0.00	\$0.00
96	EOG Resources Inc.	Client / Former Client	P.O. Box 4362	Houston	TX	77210-4362	\$0.00	\$0.00
97	EOG Resources Inc.	Client / Former Client	19100 Ridgeway PKWY #2	San Antonio	TX	78259	Duplicate	Duplicate
98	EOG Resources Inc.	Client / Former Client	421 W. Third street Suite 150	Fort Worth	TX	76102	Duplicate	Duplicate
99	EOG Resources Inc.	Client / Former Client	1111 Bagby St, Sky, Lobby 2	Houston	TX	77002	Duplicate	Duplicate

CURE SCHEDULE

BOS Solutions et al.
Case No. 20-32465
Schedule of Contract Counterparties
Balances as of 4 May 2020

#	Contract Counterparty	Description of Services	Street	City	State/ Province	Zip/ Postal	Balance \$CAD ¹	Balance \$USD ¹
100	EOG Resources Inc.	Client / Former Client	5509 Champions Drive	Midland	TX	79706	Duplicate	Duplicate
101	EQT Corporation	Client / Former Client	EQT Plaza, 925 Liberty Avenue, Suite 1700	Pittsburgh	PA	15222	\$0.00	\$0.00
102	EQT Corporation	Client / Former Client	625 Liberty Avenue	Pittsburgh	PA	15222	\$0.00	\$0.00
103	EQUINOR (Statoil)	Client / Former Client	2107 CityWest Blvd	Houston,	TX	77042	\$0.00	\$0.00
104	eScreen Canada ULC	Drug and Alcohol Testing	Suite 140, 6046 12 Street SE	Calgary	AB	T2H 2X2	\$1,836.45	\$0.00
105	Express Services, Inc.	Temporary labour services	PO Box 203901	Dallas	TX	75320-3901	\$0.00	\$2,369.22
106	Fay Penn Economic Development Council	Real Property	407, 2 West Main Street	Uniontown	PA	15401	\$0.00	\$0.00
107	Fay-Penn Economic Dev. Council	Real Property	1040 Eberly Way, Suite 200	Lemont Furnace	PA	15456	\$0.00	\$12,574.74
108	Firebird Energy LLC	Client / Former Client	4880 Boat Club Rd #110	Fort Worth	TX	76135	\$0.00	\$0.00
109	Firebird Energy LLC	Client / Former Client	4880 Boat Club Road, Suite 130	Fort Worth	TX	76135	Duplicate	Duplicate
110	Firebird Energy, LLC	Client / Former Client	7900 W Hwy 90	Midland	TX	79714	\$0.00	\$0.00
111	First Insurance Funding of Canada	Insurance	20 Toronto St., Suite 700	Toronto	ON	M5C 2B8	\$0.00	\$0.00
112	Flash Oilfield Services	Equipment rental and trucking	1414 S Alleghaney Ave	Odessa	TX	79761	\$0.00	\$285,135.12
113	Furie	Client / Former Client	3601 C St #1424	Anchorage	AK	99503	\$0.00	\$0.00
114	Furie Operating Alaska LLC	Client / Former Client	188 W. Northern Lights Blvd., Suite 620	Anchorage	AK	99503	\$0.00	\$0.00
115	Genesis	Client / Former Client	9701 N Broadway Ext.	Oklahoma City	OK	73114	\$0.00	\$0.00
116	GFL Environmental Inc.	Waste Management	PO Box 150	Concord	ON	L4K 1B2	\$691.62	\$0.00
117	Glacier	Client / Former Client	188 W Northern Lights, Ste. 510	Anchorage	AK	99503	\$0.00	\$0.00
118	GLACIER OIL & GAS CORPORATION	Client / Former Client	4601 WASHINGTON AVE SUITE 220	HOUSTON	TX	77002	\$0.00	\$0.00
119	Granite Construction Company	Client / Former Client	585 W BEACH ST	WATSONVILLE	CA	95076-512	\$0.00	\$0.00
120	GTech USA	Centrifuge Repair	27341 Spectrum Way	Oak Ridge North	TX	77385	\$0.00	\$27,948.01
121	Gulf Coast Centrifuge & Machining, Inc. - Midlan	Centrifuge Repair	26343 Anderson Rd.	Magnolia	TX	77354	\$0.00	\$69,585.78
122	Gulf Coast Centrifuge & Machining, Inc. - RV	Centrifuge Repair	26343 Anderson Rd	Magnolia	TX	77354	\$0.00	\$29,846.60
123	Hannathon Petroleum	Client / Former Client	223 W Wall St., #800	Midland	TX	79701	\$0.00	\$0.00
124	Hannathon Petroleum, LLC	Client / Former Client	223 West Wall Street, Suite 800	Midland	TX	79701	\$0.00	\$0.00
125	Hilcorp	Client / Former Client	3800 Centerpoint Dr #1400	Anchorage	AK	99503	\$0.00	\$0.00
126	IA Financial Group	Insurance - Critical Care for CA Employees	400-988 Broadway W, PO Box 5900	VANCOUVER	BC	V6B 5H6	\$420.00	\$0.00
127	IMA of Colorado Inc.	Insurance	1705 17th Street, Suite No. 100	Denver	CO	80202-1260	\$0.00	\$0.00
128	IPFS Corp	Insurance - Environmental (IMA)	301 West 11th St, 4th Floor, PO Box 419090	Kansas City	MO	64141-6090	\$0.00	\$0.00
129	Iron Oil	Client / Former Client	2507 Montana Ave	Billings	MT	59101	\$0.00	\$0.00
130	Ironshore Specialty Insurancy Company	Insurance	175 Berkely Street	Boston	MA	2116	\$0.00	\$0.00
131	JR Contracting, LLC	Trucking	499 Carlton Drive	Bentleyville	PA	15314	\$0.00	\$47,647.24
132	JWC Environmental Inc.	MMG repair	2850 S. Red Hill Ave Suite 125	Santa Ana	CA	92705	\$0.00	\$29,351.22
133	Keller Foundations Ltd.	Client / Former Client	UNIT 130 9347 200A Street	Langley	BC	V1M-0B3	\$0.00	\$0.00
134	Keystone Clearwater	Client / Former Client	34 Northeast Drive	Hershey	PA	17033	\$0.00	\$0.00
135	Kiewit Foundations Equipment	Client / Former Client	P.O. Box 452500	Omaha	Nebraska	68145	\$0.00	\$0.00
136	Kiewit Ledcor TMEP Partnership	Client / Former Client	310 - 4350 Still Creek Drive	Burnaby	BC	V5C 0G5	\$0.00	\$0.00
137	Kiewit Power Constructors Co.	Client / Former Client	P.O. Box 452500	Omaha	NE	68145	\$0.00	\$0.00
138	KLX Energy Services, LLC	Client / Former Client	3040 Post Oak Blvd, 15th Floor	Houston	TX	77056	\$0.00	\$0.00
139	Kracken	Client / Former Client	9805 Katy Freeway Suite 300	Houston	TX	77024	\$0.00	\$0.00
140	Kraken Operating LLC	Client / Former Client	9821 Kay Freeway, Suite 460	Houston	TX	77024	\$0.00	\$0.00
141	LAREDO PETROLEUM	Client / Former Client	15, 6TH STREET WEST, SUITE 900	TULSA	OK	74119	\$0.00	\$0.00
142	Leaf Commercial Capital Inc	Copier lease	PO Box 5066	Hartford	CT	06102-5066	\$0.00	\$427.78
143	Lees Plumbing & Excavating Inc	Real Property	469 Lambert Footedale Road	New Salem	PA	15468	\$0.00	\$3,000.00
144	Liberty Mutual Insurance	Insurance	181 Bay Street, Suite 1000, Brookfield Place	Toronto	ON	M5J 2T3	\$0.00	\$0.00
145	Liberty Mutual Insurance	Insurance	P.O. BOX 91012	Chicago	IL	60680-1110	Duplicate	Duplicate
146	LIME ROCK RESOURCES III LP	Client / Former Client	1111 BAGBY STREET, SUITE 4600	HOUSTON	TX	77002	\$0.00	\$0.00
147	Limerock Resources	Client / Former Client	1111 Bagby St., #4600	Houston	TX	77002	\$0.00	\$0.00
148	Linehaul Logistics Inc	Trucking	7550 HWY 27, Unit 8	Woodbridge	ON	L4H 0S2	\$3,225.00	\$0.00
149	Mag Tec Alaska	Client / Former Client	43385 Kenai Spur Hwy	Kanai	AK	99611	\$0.00	\$0.00

CURE SCHEDULE

BOS Solutions et al.
Case No. 20-32465
Schedule of Contract Counterparties
Balances as of 4 May 2020

#	Contract Counterparty	Description of Services	Street	City	State/ Province	Zip/ Postal	Balance \$CAD ¹	Balance \$USD ¹
150	Magtec Alaska LLC	Real Property	43385 Kenai Spur Highway	Kenai	AK	99611	\$0.00	\$0.00
151	MagTec Alaska, LLC	Real Property	43385 Kenai Spur Highway	Kenai	AK	99611	\$0.00	\$39,265.00
152	MALCOLM DRILLING CO INC	Client / Former Client	3503 BREAKWATER COURT	HAYWORD	CA	94545	\$0.00	\$0.00
153	Malcolm Drilling Company Inc.	Client / Former Client	4926 N. Azusa Canyon Road	Irwindale	CA	91706	\$0.00	\$0.00
154	Maradi X Inc	Real property	PO Box 682691	Franklin	TN	37068	\$0.00	-\$1,407.28
155	Maradis X Inc (formerly Absolute Investments)	Real Property	P.O. Box 9484	Midland	TX	79708	\$0.00	\$0.00
156	Marathon	Client / Former Client	5555 San Felipe St.	Houston	TX	77056	\$0.00	\$0.00
157	Marathon Oil Company	Client / Former Client	5555 San Felipe Road	Houston	TX	77056-2725	\$0.00	\$0.00
158	Marathon Oil Corporation	Client / Former Client	P.O.Box 147	Houston	TX	77001-147	\$0.00	\$0.00
159	Marathon Oil Corporation	Client / Former Client	9 Greenway Plaza, Suite 1950	Houston	TX	77046	Duplicate	Duplicate
160	Marsh Canada Limited	Insurance	1100 222 - 3 Avenue SW	Calgary	AB	T2P 0B4	\$0.00	\$0.00
161	Marsh Canada Limited	Insurance	222 3rd Avenue SW Suite 1100	Calgary	AB	T2P 0P4	Duplicate	Duplicate
162	MATADOR PRODUCTION COMPANY	Client / Former Client	PO BOX 210454	DALLAS	TX	75211	\$0.00	\$0.00
163	Matador Resource Company	Client / Former Client	5400 Lyndon B Johnson Fwy, Suite 1500	Dallas	TX	75240	\$0.00	\$0.00
164	Maximum Construction and Electric LLC	Rent Trackhoe	PO Box 750	Bridgeport	WV	26330	\$0.00	\$64,501.00
165	MDC Energy, LLC	Client / Former Client	24 Smith Rd, Suite 501A	Midland	TX	79705	\$0.00	\$0.00
166	Mobile Mini	Equipment rental	Po Box 650882	Dallas	TX	75265-0882	\$0.00	\$41,322.17
167	Morneau Shepell Ltd.	Employee Systems program	P.O. Box 6124, Postal Station F	Toronto	ON	M4W 2Z2	\$466.92	\$0.00
168	MudMasters	Client / Former Client	739 Southgate Parkway	Cambridge	OH	43725	\$0.00	\$0.00
169	NAHANNI CONSTRUCTION LTD	Client / Former Client	100 NAHANNI DR	YELLOWKNIFE	NT	X1A 2P6	\$0.00	\$0.00
170	Nahanni Construction Ltd.	Client / Former Client	100 Nahanni Drive	Yellowknife	NT	X1A 2P6	\$0.00	\$0.00
171	Neil Withers	Real Property	Box 626	Grande Prairie	AB	T8V 3A8	\$70,710.08	\$0.00
172	Newfield Exploration Company	Client / Former Client	4 Waterway Square Place, Suite 100	The Woodlands,	TX	77380	\$0.00	\$0.00
173	NFR Global, LLC	Contractor	PO Box 748613	Los Angeles	CA	90074-8613	\$0.00	\$13,612.36
174	NFR Global, LLC	Contractor	26 West Dry Creek Circle, Suite 600	Littleton	CO	80120	Duplicate	Duplicate
175	NOBLE DRILLING LLC	Client / Former Client	2020 CARIBOU DRIVE, UNIT 201	FORT COLLINS	CO	80525	\$0.00	\$0.00
176	Noble Energy Inc	Client / Former Client	PO BOX 2300	ARDMORE	OK	73402	\$0.00	\$0.00
177	NOVA MUD, INC	Client / Former Client	P.O. BOX 2703	HOBBS	NM	88241	\$0.00	\$0.00
178	Occidental Oil and Gas Corporation	Client / Former Client	PO Box 4292	Houston	TX	77227-7757	\$0.00	\$0.00
179	Oil Search (Alaska), LLC	Client / Former Client	P.O. Box 240927	Anchorage	AK	99524	\$0.00	\$0.00
180	Oil Search (Alaska), LLC	Client / Former Client	900 E. Benson Blvd.	Anchorage	AK	99508	Duplicate	Duplicate
181	Oilsearch	Client / Former Client	East Benson Blvd, PO Box 240927	Ankorage	AK	99524-0927	\$0.00	\$0.00
182	Olympus HEXX	Client / Former Client	501 Technology Drive, Suite 1200	Canonsburg	PA	15317	\$0.00	\$0.00
183	ONNI CONTRACTING LTD.	Client / Former Client	200-1010 SEYMOUR ST.	VANCOUVER	BC	V6B 3M6	\$0.00	\$0.00
184	Operating Engineers Trust Funds	Union California	100 Corson Street Suite #100	Pasadena	CA	91103	\$0.00	\$22,383.64
185	OXY	Client / Former Client	5 Greenway Plaza	Houston	TX	77046	\$0.00	\$0.00
186	OXY USA	Client / Former Client	PO BOX 534	ADDISON	TX	75001	\$0.00	\$0.00
187	Oxy USA, Inc.	Client / Former Client	5 Greenway Plaza, Suite 110	Houston	TX	77046-0521	\$0.00	\$0.00
188	Parsley	Client / Former Client	303 Colorado St #3000	Austin	TX	78701	\$0.00	\$0.00
189	Parsley Energy Operations, LLC	Client / Former Client	PO Box 11090	Midland	TX	79702	\$0.00	\$0.00
190	PDC Energy	Client / Former Client	PO Box 26	Bridgeport	WV	26330	\$0.00	\$0.00
191	Penn Energy	Client / Former Client	1000 Commerce Drive Suite 100	Pittsburgh	PA	15275	\$0.00	\$0.00
192	Permian Deep Rock Oil	Client / Former Client	P.O. Box 11405	Midland	TX	79702	\$0.00	\$0.00
193	PERMIAN DEEP ROCK OIL COMPANY	Client / Former Client	PO BOX 2071	MIDLAND	TX	79702	\$0.00	\$0.00
194	Pete Insana Auto & Truck Repair & Towing	Trucking	139 - 140 Ohio Street	Washington	PA	15301	\$0.00	\$19,650.00
195	PETROFRONTIER CORPORATION	Client / Former Client	903 8 Ave SW #900	Calgary	AB	T2P 0P7	\$0.00	\$0.00
196	PIONEER MAT WASHING CORPORATION	Client / Former Client	PO BOX 87	TEES	AB	T0C2N0	\$0.00	\$0.00
197	Pioneer Natural Resources	Client / Former Client	777 Hidden Ridge	Irving	TX	75038	\$0.00	\$0.00
198	PIONEER NATURAL RESOURCES USA, INC.	Client / Former Client	5205 N. O'CONNOR BLVD, STE 200	IRVING	TX	75039	\$0.00	\$0.00
199	PipeTech	Client / Former Client	3311 - 114 Avenue SE	Calgary	AB	T2Z 3X2	\$0.00	\$0.00

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#	Contract Counterparty	Description of Services	Street	City	State/ Province	Zip/ Postal	Balance \$CAD ¹	Balance \$USD ¹
200	Pitney Bowes	Equipment rental-Postage Meter Canada	PO Box 278	Orangeville	ON	L9W 2Z7	\$385.58	\$0.00
201	Pitney Bowes Global Financial Services LLC	Equipment rental-Postage Meter US	PO Box 371887	Pittsburgh	PA	15250-7887	\$0.00	\$312.28
202	Prairie Disposal Ltd.	GP Shop Waste Management	PO Box 326	Grande Prairie	AB	T8V 3A5	\$216.83	\$0.00
203	PRECISE CROSSINGS LTD	Client / Former Client	BOX 3852	SPRUCE GROVE	AB	T7X 3B1	\$0.00	\$0.00
204	PREMA DESIGN-BUILD LLC	Client / Former Client	4600 E WASHINGTON STREET, SUITE 300	PHOENIX	AZ	85034	\$0.00	\$0.00
205	Primexx Energy	Client / Former Client	4849 Greenville Ave, #1600	Dallas	TX	75206	\$0.00	\$0.00
206	Pure Salt Baytown, LLC	Client / Former Client	4800 San Felipe	Houston	TX	77056	\$0.00	\$0.00
207	Quantum 5 Consultants, LLC	Contractor	1151 Freeport Road, Ste. 171	Pittsburgh	PA	15238	\$0.00	\$91,159.69
208	RANGE RESOURCES	Client / Former Client	3000 Town Center Boulevard	Canonsburg	PA	15317	\$0.00	\$0.00
209	Range Resources - Appalachia, LLC	Client / Former Client	380 Southpointe Blvd, Plaza II, Suite 300	Canonsburg	PA	15317	\$0.00	\$0.00
210	RB3 LLC	Real Property	3015 34th Street NW	Mandan	ND	58554	\$0.00	\$0.00
211	RB3, LLC	Real Property	PO Box 1272	Bismark	ND	58502	\$0.00	\$14,730.00
212	RELIABLE TRANSPORT LLC	Trucking	3008 NORTHSHORE LOOP SE	Mandan	ND	58554	\$0.00	\$9,296.80
213	Republic Services (Tervita)	Utilities	PO Box 840730	Dallas	TX	75284-0730	\$0.00	\$104,961.64
214	Rick Chancellor	Interim Controller	9602 Kemp Forest Drive	Houston	TX	77080	\$0.00	\$6,000.00
215	Ricoh Canada Inc.	Copiers	POBOX 1600 STREETSVILLE RPO	MISSISSAUGA	ON	L5M 0M6	-\$919.47	\$0.00
216	Ricoh USA, Inc - Ink and Toner	Ink and toner PA	PO Box 827577	Philadelphia	PA	19182-7577	\$0.00	\$582.61
217	Rimrock	Client / Former Client	5445 DTC Pkwy	Greenwood Village	CO	80111	\$0.00	\$0.00
218	ROBERT B. SOMERVILLE	Client / Former Client	13176 DUFFERIN STREET	KING CITY	ON	L1S 2Y8	\$0.00	\$0.00
219	Rogers / Specialty Insurance Brokers Ltd.	Insurance	800, 1331 Macleod Trail Se	Calgary	AB	T2G 0K3	\$0.00	\$0.00
220	Rotating Solutions	Centrifuge Repair	274 Service Road	Rayne	LA	70578	\$0.00	\$846,484.05
221	Rowlett Hardware	Parts provider	1460 W.Henderson	Cleburne	TX	76033	\$0.00	\$1,230.94
222	RT&T Logistics Inc.	Trucking	300 Data Ct	Dubuque	IA	52003	\$0.00	\$47,099.00
223	S H Crossing LP	Trucking	1800 Augusta Drive	Suite 400 Houston	TX	77057	\$0.00	\$0.00
224	SafetyCulture Pty Ltd	Software	221 Sturt Street	Townsville City	QLD - AU	4810	\$0.00	\$461.08
225	Samken Logging	Contractor	Box #857	Evansburg	AB	T0E 0T0	\$43,312.50	\$0.00
226	SECA Underground Corporation	Client / Former Client	8228 Fischer RD	Baltimore	MD	21222	\$0.00	\$0.00
227	SEM OPERATING COMPANY	Client / Former Client	909 E SE LOOP 323, UNIT 777	TYLER	TX	75701	\$0.00	\$0.00
228	Sentrimax Centrifuges (USA) Inc.	Centrifuge Repair	108 Sentry Drive	Mansfield	TX	76063	\$0.00	\$587,182.52
229	SH Crossing I, LP c/o Fuller Realty Partners	Real Property	1800 August Drive, 4th Floor	Houston	TX	77057	\$0.00	\$51,338.18
230	Sinclair O&G	Client / Former Client	550 E S Temple	Salt Lake City	UT	84102	\$0.00	\$0.00
231	SINCLAIR OIL & GAS	Client / Former Client	PO BOX 30825	SALT LAKE CITY	UT	84130	\$0.00	\$0.00
232	Skillsoft Corporation	CBT Compliance Training	Bank of America, P.O. Box 405527	Atlanta	GA	30384-5527	\$0.00	\$7,023.27
233	Slawson	Client / Former Client	1625 Broadway # 1450	Denver	CO	80202	\$0.00	\$0.00
234	SLAWSON EXPLORATION	Client / Former Client	1675 BROADWAY, SUITE 1600	DENVER	CO	80202	\$0.00	\$0.00
235	Smith System Driver Improvement Institute, Inc	GPS	PO Box 64495	Baltimore	MD	21264-4495	\$2,785.97	\$20,863.80
236	Snyder Brothers Inc.	Client / Former Client	One Glade Park East, P.O. Box 1022	Kittanning	PA	16201	\$0.00	\$0.00
237	Snyder Brothers Inc.	Client / Former Client	90 Glade Drive	Kittanning	PA	16201	\$0.00	\$0.00
238	STORM RESOURCES LTD	Client / Former Client	215 2 Street Southwest #600	Calgary	AB	T2P 1M4	\$0.00	\$0.00
239	STORM RESOURCES LTD.	Client / Former Client	3300, 421 - 7TH AVENUE S.W.	CALGARY	AB	T2P 4K9	\$0.00	\$0.00
240	Sun Life Insurance	Insurance	1121 Centre St NW Suite 101	Calgary	AB	T2E 7K6	\$6,855.59	\$0.00
241	Tableau Software, Inc.	Software	PO Box 204021	Dallas	TX	75320-4021	\$0.00	\$22,776.00
242	TDT Consulting	Contractor	PO Box 3372	Burleson	TX	76097	\$0.00	\$180,417.12
243	TDT Consulting, LLC	Contractor	P.O. Box 3372	Burleson	TX	76097	\$0.00	\$0.00
244	TECHNICORE UNDERGROUND INC	Client / Former Client	PO BOX 93089	NEWMARKET	ON	L3Y 8K3	\$0.00	\$0.00
245	Telsco Security Systems	GP Shop Security System	12750 127 Street NW	Edmonton	AB	T5L 1A5	\$577.50	\$0.00
246	TeraGo Networks Inc	Internet Provider	P.O. Box 8956, Postal Station A	Toronto	ON	M5W 2C5	\$4,041.39	\$0.00
247	TERRAPRO INC	Client / Former Client	53345 Range Road 232	SHERWOOD PARK	AB	T8A 4V2	\$0.00	\$0.00
248	The Crossing Company Inc.	Client / Former Client	1807 - 8th Street	Nisku	AB	T9E 7S8	\$0.00	\$0.00
249	The Ultimate Software Group, Inc	Software	PO Box 930953	Atlanta	GA	31193-0953	\$0.00	\$28,911.69

CURE SCHEDULE

BOS Solutions et al.
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Balances as of 4 May 2020

#	Contract Counterparty	Description of Services	Street	City	State/ Province	Zip/ Postal	Balance \$CAD ¹	Balance \$USD ¹
250	Tier One LLC	Contractor	2 Penn Center West, Suite 238B	Pittsburgh	PA	15276	\$0.00	\$30,520.39
251	TierOne LLC	Contractor	2 Penn Center West, Suite 328B	Pittsburgh	PA	15276	\$0.00	\$1,088.00
252	Triple J Pipelines Inc.	Client / Former Client	44 Collins Rd	Dawson Creek	BV	V1G 4T9	\$0.00	\$0.00
253	Union Leasing Inc	Vehicle leases	425 North Martingale Road, 6th Floor	Schaumburg	IL	60173	\$0.00	\$0.00
254	Union Leasing Inc.	Vehicle leases	P.O. Box 74007556	Chicago	IL	60674-7556	\$0.00	\$0.00
255	United Rentals	Equipment rental	PO BOX 100711	Atlanta	GA	30384-0711	\$0.00	\$776,359.80
256	United Rentals	Equipment rental	501 C Street	Chula Vista	CA	91910-1407	Duplicate	Duplicate
257	Unum Life Insurance	Insurance	PO Box 409548	Atlanta	GA	30384-9548	\$0.00	\$0.00
258	Ursa Operating Company LLC	Client / Former Client	602 Sawyer St., Suite 710	Houston	TX	77007	\$0.00	\$0.00
259	US TRINITY ENERGY SERVICES	Client / Former Client	200 HIGHLAND CIRCLE	ARGYLE	TX	76226	\$0.00	\$0.00
260	Utica Resource Operating, LLC	Client / Former Client	2167C St Rt 821	Marietta	OH	45750	\$0.00	\$0.00
261	Utica Resources	Client / Former Client	2167C St. Rte. 821	Marietta	OH	45750	\$0.00	\$0.00
262	Viper Specialized Services LLC	Real Property	2306 North FM 1788	Midland	TX	79707	\$0.00	\$0.00
263	Waste Management Energy Services	Client / Former Client	1001 Fannin St.	Houston	TX	77002	\$0.00	\$0.00
264	Waste Management Energy Services	Client / Former Client	153 Treeline Park, Suite 100	San Antonio	TX	78209	Duplicate	Duplicate
265	Waterbridge Resources	Client / Former Client	Three Memorial City Plaza, 840 Gessner, Suite 100	Houston	TX	77024	\$0.00	\$0.00
266	Wells Fargo Bank N.A. Professional Banking	Banking	740 Broadway	Denver	CO	80274	\$0.00	\$0.00
267	Whiting	Client / Former Client	1700 Lincoln St #4700	Denver	CIO	80203	\$0.00	\$0.00
268	WHITING OIL & GAS	Client / Former Client	1700 BROADWAY SUITE 2300	DENVER	CO	80290	\$0.00	\$0.00
269	WorkPartners	Safety	2646 Patterson Rd, Suite A	Grand Junction	CO	81506	\$0.00	\$475.00
270	Workpartners Triage & Medical Management	Safety	420 Summit Ave	St Paul	MN	55102	\$0.00	\$950.00
271	WorkSteps, Inc.	Safety	3019 Alvin Devane Blvd., Suite 150	Austin	TX	78741	\$0.00	\$525.00
272	WPX Energy, Inc.	Client / Former Client	One Williams Center	Tulsa	OK	74172	\$0.00	\$0.00
273	XTO	Client / Former Client	22777 Springwoods Village Pkwy.	Spring	TX	77389	\$0.00	\$0.00
274	XTO Energy	Client / Former Client	382 Road 3100	Aztec	NM	87410	\$0.00	\$0.00
275	Zavanna	Client / Former Client	1200 17th St	Denver	CIO	80202	\$0.00	\$0.00
276	Zavanna, LLC	Client / Former Client	1200 17th Street, Suite 1100	Denver	CO	80202	\$0.00	\$0.00

Notes

1. Outstanding Balances are reported as at 4 May 2020 and are based on the books and records of BOS Solutions et. al.. Outstanding Balances have not been reviewed or audited by the Receiver.

Exhibit C



Exhibit C

Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
4-Star Hose & Supply, Inc		PO Box 541356			Dallas	TX	75354-1356	
5 Star Solids Control Services LLC		5 Star Solids Control Services LLC	3606 Princeton Ave		Midland	TX	79703	
5 Star Solids Control, LLC	c/o AmberJames, PLLC	Attn: Amber L. James	1316 5th Avenue		Fort Worth	TX	76104	
5J Oilfield Services, LLC		PO Box 679586			Dallas	TX	75267-9586	
A & I Distributors		900 1st Avenue North	PO Box 1999		Billings	MT	59103-1999	
A1 Septic Pumping Plus		3008 Northshore Loop Se			Mandan	ND	58554	
Abbott Rubber Company Inc.		1700 Nicholas Blvd.			Elk Grove Village	IL	60007	
Acklands-Grainger Inc.		11537 - 95 Avenue			Grande Prairie	AB	T8V 5P7	Canada
Adam's Lawn, Landscaping & Snow Plowing	Attn: Houston Adam Belski	101 Valley View Drive			Uniontown	PA	15401	
Adler Tank Rental		PO Box 45081			San Francisco	CA	94145-0081	
Advanced Fire Company		210 West Drive			Greensburg	PA	15601	
Advent International		Prudential Tower	800 Boylston Street		Boston	MA	02199-8069	
Aes Drilling Fluids		11767 Katy Freeway	Suite 230		Houston	TX	77079	
Ahern Rentals		PO Box 271390			Las Vegas	NV	89127-1390	
Ahren Rentals, Inc.	Attn: Miesha Wilson	1401 Mineral Ave			Las Vegas	NV	89106	
Airgas USA, LLC		PO Box 734671			Dallas	TX	75373-4671	
All Together Safety Solutions Inc.		2456 W I 20			Odessa	TX	79763	
Almquist Welding & Fab		PO Box 522			Watford City	ND	58854	
Alta Tec Windows & Auto Glass		5512 - 45 Street			Leduc	AB	T9E 7B2	Canada
AmeriPride Services Inc.		PO Box 2020			Bemidji	MN	56619-2020	
Apex Signs		PO Box 4125			Midland	TX	79704	
Applied Industrial Technologies - Williston		2510 Network Place			Chicago	IL	60673-1225	
Aramark Uniform Services		AUS Central LockBox	PO Box 731676		Dallas	TX	75373-1676	
AT&T - 528/908/610/397/364/905/138		PO Box 5019			Carol Stream	IL	60197-5019	
ATB Financial		585 - 8th Avenue S.W.	Suite 600		Calgary	AB	T2P 1G1	Canada
AV Products, Inc.		3651 Peachtree Pkwy	#E - 112		Suwanee	GA	30024	
Aveda Transportation & Energy Services		PO Box 677619			Dallas	TX	75267-7619	
Barco Pumps		9000 W. County Rd. 127			Midland	TX	79706	
Barrera Contractors		PO Box 1103			IRAAN	TX	79744	
Bell Supply Company - Midland		PO Box 1597			Gainsville	TX	76241	
Bell Supply Company - ND		PO Box 1597			Gainsville	TX	76241	
Bell Supply Company - RV		PO Box 1597			Gainesville	TX	76241	
Ben's Courier		PO Box 325			Marianna	PA	15345	
Ben's Courier		PO Box 325			Marianna	PA	15345	
Best Shredding		101-85 Schooner Street			Coquitlam	BC	V3K 7A8	Canada
Big Chief Pipe & Supply, Inc		1017 SE Grand Blvd			Oklahoma City	OK	73129	
Blasted		2959 Majestic St			Lincoln	ND	58504	
Border States Electric Supply		PO Box 911105			Denver	CO	80291-1105	
Bragg Investment Company, Inc		PO Box 727			Long Beach	CA	90801	
Brenntag Canada		43 Jutland Rd			Toronto	ON	M8Z 2G6	Canada
Bridgestone HosePower, LLC		PO Box 861777			Orlando	FL	32886	
Brooks Range Supply Inc		PO Box 243445			Anchorage	AK	99524-3445	
BT & S Trucking Services LLC		2201 Myrtle Street			Odessa	TX	79761	
BTH HOLDINGS LLC		2747 Stone Creek Dr			Shreveport	LA	71106	
BTH HOLDINGS LLC		2747 Stone Creek Dr			Shreveport	LA	71106	
BTJ Energy Services, LLC		PO Box 657			Parshall	ND	58770	
Butler Machinery Company	Attn: Troy Dewitz	PO Box 9559			Fargo	ND	58106-9559	
C.S. Doors, Inc.		218 South 26th Street			Bismarck	ND	58501	
Canada Colors & Chemicals Ltd		201 4702-59 Avenue			Leduc	AB	T9E 7A2	Canada
Carson Pest Management		2210 N. Main			Cleburne	TX	76033	
CETCO Energy Services		NW 5022	PO Box1450		Minneapolis	MN	55485-5022	
Charter Industrial Supply Inc		7832 Ostrow St			San Diego	CA	92111	
Cloverdale Paint Inc.		9735-28th Ave			Edmonton	AB	T6N 1N4	Canada
Cole International USA Inc		2094 Grand Island Blvd			Grand Island	NY	14072	



Exhibit C

Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Cole International USA Inc.		1775 Baseline Rd Ste 280			Grand Island	NY	14072	
Complete Energy Innovations INC		# 2 1504-8th Street			Nisku	AB	T9E 7S6	Canada
Corporation Service Company	Attn: Joanne Smith	251 Little Falls			Wilmington	DE	19808	
Crouse's Cleaners		10007 - 98 Avenue			Grande Prairie	AB	T8V 6P8	Canada
CS Engineering Inc.		PO Box 1406			Camrose	AB	T4V 1X3	Canada
CSD Millwright & Fabrication Ltd		150-50054 Range Road 232			Leduc County	AB	T4X 0K8	Canada
Culligan Water		PO Box 60275			Midland	TX	79711-0275	
Cypress - Fairbanks ISD	c/o Linebarger Goggan Blair & Sampson, LLP	Attn: Tara L. Grundemeier	PO Box 3064		Houston	TX	77253-3064	
Cypress - Fairbanks ISD		10494 Jones Rd Rm 106			Houston	TX	77065	
Dakota Fluid Power, Inc.		3409 N Lewis Avenue			Sioux Falls	SD	57104	
Daniel's Electrical Solutions LLC	Attn: Daniel Guerrero	301 Thelma Drive. Unit 421			Casper	WY	82609	
Dealers Electrical Supply		PO Box 2535			Waco	TX	76702-2535	
Deep Rock		PO Box 660579			Dallas	TX	75266-0579	
Deloitte LLP		Suite 700	850 - 2nd Street SW		Calgary	AB	T2P 0R8	Canada
Derrick Corporation		590 Duke Rd.			Buffalo	NY	14225	
Derrick Corporation - Midland		590 Duke Rd			Buffalo	NY	14225	
Derrick Corporation - PA		590 Duke Rd.			Buffalo	NY	14225	
Derrick Corporation - RV		590 Duke Rd			Buffalo	NY	14225	
Derrick Solutions International (Canada) Inc		101 3906 71 St Ave			Leduc	AB	T9E 0R3	Canada
Devonaire Cleaners		4913 - 52 Avenue			Leduc	AB	T9E 7H6	Canada
DEW Electric, Inc.		189 Enterprise Lane			Connellsville	PA	15425	
DFW Waste Oil Service, Inc.		PO Box 40531			Fort Worth	TX	76140	
DI-CORP Drilling Fluid Supply		8750 - 53 Avenue			Edmonton	AB	T6E 5G2	Canada
Distribution Now - ND		PO Box 200822			Dallas	TX	75320-0822	
Don's Lawn Service/Armadillo Nursery		1105 S Caddo ST			Cleburne	TX	76031	
DXP Enterprises, Inc. - Midland		PO Box 840511			Dallas	TX	75284-0511	
E & V Oil Field Services		903 W Industrial Ave.			Midland	TX	79701	
Eastwood Oilfield Consulting Services, LLC	c/o The Brady Firm, P.C.	Attn: Richard D. Brady	PO Box 5050		Liberty	TX	77575	
ECO Facility Services, LLC		2835 Yorktown Drive			Bismarck	ND	58503	
Elliott Electric Supply, Inc. - RV		PO Box 630610			Nacogdoches	TX	75963	
Elliott Electric Supply, Inc.- Midland		PO Box 630610			Nacogdoches	TX	75963	
Enviro Tech		7600 Jefferson Circle			Colleyville	TX	76034	
Environmental Materials Inc.		PO Box 22745			Billings	MT	59104	
Epic Promotions		5327 Inker St			Houston	TX	77007	
EquipmentShare.com Inc		500 North Akard St.	Ste 2700		Dallas	TX	75201	
Euler Hermes N. A. Insurance Co. Agent of Corporate Lodging Consultants, Inc. Claim ID 000443826	c/o Euler Hermes North America Insurance Company	Attn: Susan Horn	800 Red Brook Blvd.		Owings Mills	MD	21117	
Euler Hermes N.A. Insurance Co Agent of Quantum 5 Consultants, LLC	c/o Euler Hermes North America Insurance Company	Attn: Attn: Susan Horn	800 Red Rock Blvd.		Owings Mills	MD	21117	
Executive Royal Inn Leduc		8450 Sparrow Drive			Leduc	AB	T9E 7G4	Canada
Fastenal Company - Midland		PO Box 1286			Winona	MN	55987-0978	
Fastenal Company - ND		PO Box 1286			Winona	MN	55987-0978	
Fastenal Company - PA		PO Box 1286			Winona	MN	55987-0978	
Fastenal Company - RV		PO Box 1286			Winona	MN	55987-0978	
FCX Performance, Inc.	Attn: Jordan Moore	1 Applied Plaza			Cleveland	OH	44115	
FedEx - Acct# 3548-2983-5		PO Box 94515			Palatine	IL	60094-4515	
FedEx - Dallas, TX - Acct# 3009-6413-3		PO Box 660481			Dallas	TX	75266-0481	
FedEx - PA - Acct# 5756-1362-4		PO Box 371461			Pittsburgh	PA	15250-7461	
FedEx Freight - Acct# 666244664		PO Box 10306			Palatine	IL	60055-0306	
Ferguson Enterprises Inc		PO Box 802817			Chicago	IL	60680	
Firstonsite Restoration L.P.		60 Admiral Boulevard			Mississauga	ON	L5T 2W1	Canada
Flash Oilfield Services	c/o Kelly, Morgan, Dennis, Corzine & Hansen, P.C.	Attn: Michael G. Kelly	PO Box 1311		Odessa	TX	79760-1311	



Exhibit C

Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Frontier Access-Hillsboro		PO Box 1283			Hillsboro	TX	76645	
FSI Holdings LLC dba Fluid System Inc - Midland		18703 Intercontinental Crossing Dr.			Houston	TX	77073	
FSI Screens LLC		18703 Intercontinental Crossing Drive			Houston	TX	77073	
Fulcrum Consulting Inc		2915 Skyview Dr			Wylie	TX	75098	
G.K. Mechanical (1997) Ltd.		711038 RGE Rd 64			Cnty of Grande P	AB	T8W 5B8	Canada
Glenn's Welding & Trailer Supplies		121 Eastdale Drive			Bismarck	ND	58501	
Global Bearings & PT Inc		PO Box 851977			MESQUITE	TX	75149	
Godfrey Propane Company		2103 S. Main Street			Cleburne	TX	76033	
Grainger - Midland		Dept.874250442	PO Box 419267		Kansas City	MO	64141-6267	
Grainger - ND		Dept.874250442	PO Box 419267		Kansas City	MO	64141-6267	
Grainger - RV		Dept. 874250442	PO Box 419267		Kansas City	MO	64141-6267	
Gravity Oilfield Services, LLC		P.O Box 734128			Dallas	TX	75373-4128	
Green Line Hose & Fittings		3755 Roper Road			Edmonton	AB	T6B 3S5	Canada
Gregg Distributors		16215-118 Avenue			Edmonton	AB	T5V 1C7	Canada
Gryphonsp LLC		1210 Antoine Dr			HOUSTON	TX	77055	
GSS Construction & Oilfield Supplies		3396 Swan Lake Road			Bossier City	LA	71111	
GSS Construction & Oilfield Supplies - Midland		3396 Swan Lake Road			Bossier City	LA	71111	
GT Chandler Contracting Ltd		PO Box 25202			Red Deer	AB	T4R 2M2	Canada
Gulf Coast Centrifuge & Machining, Inc.		26343 Anderson Rd.			Magnolia	TX	77354	
Harris County et al	c/o Linebarger Goggan Blair & Sampson, LLP	Attn: Tara L. Grundemeier	PO Box 3064		Houston	TX	77253-3064	
Harris County, et al		PO Box 3547			Houston	TX	77253-3547	
Heat Welding Ltd.		9441 90A Street			Grande Prairie	AB	T8V 2Z9	Canada
High Country Crane Service	Attn: Kent A Lundine	PO Box 482			Mills	WY	82644-0482	
Hire Performance Inc.		3075 14th Avenue	Suite 213		Markham	ON	L3R 0G9	Canada
HiTEK Urethane Global Ltd.		904 - 17th Avenue			Nisku	AB	T6E 0G5	Canada
Horizon Cable Service Inc		P.O Box 270895			Oklahoma City	OK	73137	
Horizon Mud Company Inc		PO Box 205338			Dallas	TX	75320-5338	
Hose & Rubber Supply		1307 Elk St.			Rock Springs	WY	82901	
Hoss Rentals, Inc		PO Box 2524			Watford City	ND	58854	
Hoss Rentals, Inc		PO Box 2524			Watford City	ND	58854	
Hotsy Equipment Company		2045 Wilson Street			Dunbar	WV	25064	
HR Direct		PO Box 669390			Pompano Beach	FL	33066-9390	
HR Direct		PO Box 669390			Pompano Beach	FL	33066-9390	
HSBC Bank Canada		407 - 8th Avenue S.W.			Calgary	AB	T2P 1E5	Canada
Hurd Oil Field Service, Inc.		PO Box 728			Jacksboro	TX	76458	
Iconix Waterworks		19900 84th Avenue			Langley	BC	V2Y 3C2	Canada
InCloud, LLC		PO Box 101902			Pasadena	CA	91189-1902	
InCloud, LLC		PO Box 101902			Pasadena	CA	91189-1902	
Integrity Control Services		851International Pkwy	Suite 135		Richardson	TX	75081	
Integrity Control Services - RV		851International Pkwy	Suite 135		Richardson	TX	75081	
Interstate Power Systems		NW 7244	PO Box 1450		Minneapolis	MN	55485-7244	
Iron Mountain		PO Box 3527 Station A			Toronto	ON	M5W 3G4	Canada
Ironhand Welding Ltd.		50011-RR#240			Leduc	AB	T4X0M4	Canada
IUOE Local 57 Funds		857 Central Avenue			Johnston	RI	2919	
Jay's Welding		2152 County Rd 138A			Mandan	ND	58554	
Jerome Distributing, Inc.		3420 Miriam Avenue	PO Box 3147		Bismarck	ND	58502	
Jesus Porras		600 W. New Jersey Ave.			Mildand	TX	79701	
Jesus Rey DBA Rey's Welding	Attn: Jesus Rey	4213 West County Road 116			Midland	TX	79706	
Johnson County	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Attn: Eboney Cobb	500 E. Border Street	Suite 640	Arlington	TX	76010	
Johnson County	c/o Perdue Brandon Fielder et al	500 East Border Street	Suite 640		Arlington	TX	76010	



Exhibit C

Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Jon Firestone		462 Claypike Road			Acme	PA	15610	
Jon Firestone		462 Claypike Road			Acme	PA	15610	
Jon Firestone Electric, LLC		462 Clay Pike Rd			Acme	PA	15610	
Jon Firestone Electric, LLC	c/o Bononi & Company PC	Attn Eric Elia Bononi	20 N. Pennsylvania Ave, Ste 1		Greensburg	PA	15601	
Jonnys Light Oilfield Hauling Ltd.		PO Box 214	2120 Sparrow Dr.		Nisku	AB	T9E 8A2	Canada
Konecranes Inc.		PO Box 641807			Pittsburgh	PA	15264-1807	
Kotana Communications		1819 1st Ave W			Williston	ND	58801	
Kotana Communications		1819 1st Ave W			Williston	ND	58801	
KTML Contractors, LLC		815 Ray Canton Rd			Belmont	LA	71406	
KWH Technologies Inc		805 Tall Pine Ct			Keller	TX	76248	
L & S Electric Inc.		5101 Mesker Street	PO Box 740		Schofield	WI	54476-0740	
Landstar Canada Inc		c/o T56150C	PO Box 56150 STN A		Toronto	ON	M5W 4L1	Canada
Landstar Ranger	Attn: Erica Serrano	13410 Sutton Park Dr S			Jacksonville	FL	32224	
Landstar Ranger, INC		PO Box 784293			Philadelphia	PA	19178-4293	
Leduc Safety Service Ltd.		1903 4 Street			Nisku	AB	T9E 7V2	Canada
Leek Safety & Fire Equipment, Inc.		PO Box 1583			Odessa	TX	79760	
Leibl & Kirkwood		12250 El Camino Real	Ste 350		San Diego	CA	92130	
Lightning Oilfield Services, Inc.		PO Box 41047			Baton Rouge	LA	70835	
Lincoln Contractors Supply		PO Box 270168			MILWAUKEE	WI	53227	
Loaded Dice Safety	Attn: Kye Christopher	PO Box 13627			Odessa	TX	79768	
Longhorn Safety		PO. Box 69091			Odessa	TX	79769	
M2 Polymer Technologies Inc		17N580 Adams Drive			West Dundee	IL	60118-0365	
Malloy Electric		809 W. Russell Street			Sioux Falls	SD	57104	
Mandan Police Department		205 1st Avenue NW			Mandan	ND	58554	
Master Pumps and Equipment		805 Port America Place	Suite 100		Grapevine	TX	76051	
Matheson Tri - Gas Inc		PO Box 347297			Pittsburgh	PA	15251-4297	
Max Fuel Distributors Ltd.		11410 - 97Ave			Grand Prairie	AB	T8V 5Z5	Canada
McCarty Equipment, CO., Ltd - ND		PO Box 841388			Dallas	TX	75284-1388	
McGill Hose & Coupling, Inc.		PO Box 408			East Longmeadow	MA	1028	
MCTT Oilfield Ltd.		Box 316			New Sarepta	AB	T0B 3M0	Canada
Michael R. Fout		8570 FM-314 N			Brownsboro	TX	75756	
Midland Central Appraisal District	Attn: Laura J. Monroe	PO Box 817			Lubbock	TX	79408	
Midland Central Appraisal District	c/o McCreary, Veselka, Bragg & Allen, P.C.	Attn: Tara LeDay	PO Box 1269		Round Rock	TX	78680	
Midland Central Appraisal District		PO Box 908002			Midland	TX	79708-0002	
Midland County	c/o Perdue, Brandon, Fielder, Collins, & Mott, L.L.P.	Attn: Laura J. Monroe	PO Box 817		Lubbock	TX	79408	
Midway Machining Inc		3409 N Lewis Ave			Sioux Falls	SD	57104	
Midwest Hose & Specialty		PO Box 96558			Oklahoma City	OK	73143-6558	
Mine Belt Service Inc.		Old Route 50 East	PO Box 2422		Clarksburg	WV	26302-2422	
Missouri Basin Materials		1813 Northern Plains Dr.			Bismarck	ND	58504	
Motion Industries		PO Box 98412			Chicago	IL	60693-8412	
Motion Industries	Attn: Anthony Bush	1605 Alton Road			Irondale	AL	35210	
Motion Industries, (Canada) Inc		PO Box 9165	Station M		Calgary	AB	T2P 5E1	Canada
Motor-Tech Corp.		1121 N. Main			Cleburne	TX	76033	
Mountain Valley Supply LLC		PO Box 3977			Littleton	CO	80161-3977	
Mr. Squeegee Window Cleaning, Inc.		PO Box 49			Bismarck	ND	58502	
Muskat, Mahony, Devine & Moses, LP		1201 Louisiana St. #850			Houston	TX	77002	
Myarc Electric Ltd.		Unit 101 6051 47th Street			Leduc	AB	T9E 7A5	Canada
Napa Auto Parts - Bismarck		PO Box 1275			Bismarck	ND	58502-1275	
National Bank of Canada		311 - 6th Avenue S.W.	Suite 600		Calgary	AB	T2P 3H2	Canada
National Oilwell Varco		PO Box 202631			Dallas	TX	75320-2631	
National Tank & Equipment , LLC		500 W. 5th Street	Suite 750		Austin	TX	78701	
Netzsch Pumps North America LLC		119 Pickering Way			Exton	PA	19341	



Exhibit C

Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Nisku Nut & Bolt		#3 2002 8th Street			NISKU	AB	T9E 7Y8	Canada
North Dakota State Tax Commissioner		600 E. Boulevard Ave	Dept 127		Bismarck	ND	58505-0599	
North Face Mechanical Ltd.		PO Box 5215			Spruce Grove	AB	T7X 3A3	Canada
Northern Metalic Sales (GP) Ltd		7405 - 99 Street			Clairmont	AB	T8X 5B1	Canada
Northern Metalic Sales (PR) Ltd		8008 102 Avenue			Peace River	AB	T8S 1M6	Canada
Northern States Supply, Inc.		600 Industrial Drive			Willmar	MN	56201	
Northwest Industrial Supply, Inc		PO Box 1895			Bismarck	ND	58502-1895	
Northwest Tire, Inc		PO Box 6247			Bismarck	ND	58506	
Norton Rose Fulbright Canada LLP		400 3rd Avenue SW	Suite 3700		Calgary	AB	T2P 4H2	Canada
NWT Safety Supplies		Bay 2 1906 - 4th Street			Nisku	AB	T9E 7T8	Canada
Odessa Parts Plus		PO Box 7757			Fort Worth	TX	76111	
Odessa Parts Plus		PO Box 7757			Fort Worth	TX	76111	
Odessa Pumps & Equipment, Inc.		PO Box 60429			Midland	TX	79711-0429	
OFI Testing Equipment, Inc - Midland		11302 Steeplecrest Dr.			Houston	TX	77065	
Oil and Gas Safety Supply		52 Murtland Ave			Washington	PA	15301	
OK Tire Store Inc		2224 Main Ave			Fargo	ND	58103	
Pace Oilfield Hauling Inc		3404 79th Avenue			Leduc	AB	T9E 0Z5	Canada
PB Metal Fab LLC		35955 139th St.			Ipswich	SD	57451	
Permian Basin Aire Serv		PO Box 4591			Midland	TX	79704	
Permian Electrical Resources		7020 N Country Road W			Odessa	TX	79764	
Petroleum Wholesale L.P (Western Auto)		PO Box 4456			Houston	TX	77210-4456	
Petroleum Wholesale L.P (Western Auto)		PO Box 4456			Houston	TX	77210-4456	
Pierce Pump Company		PO Box 712465			Cincinnati	OH	45271-2465	
Piper Mechanic and Welding	Attn: Kenneth F Piper Jr	1159 Bethel Church Road			Latrobe	PA	15650	
Pitney Bows Inc		PO Box 371896			Pittsburgh	PA	15250	
Pitney Works		PO Box 280			Orangeville	ON	L9W 2Z7	Canada
Planet Coffee - Leduc		9408 39 Ave NW			Edmonton	AB	T6E 5T9	Canada
Plunkett's Pest Control Inc		40 NE 52ND WAY			FRIDLEY	MN	55421	
Podollan Inn & Rez		10131 Franklin Avenue			Fort McMurray	AB	T9H 2K8	Canada
Poor Boys Wash		7713 Sparrow Drive			Leduc	AB	T9E 0H3	Canada
Praxair Distribution		PO Box 2531 Station M			Calgary	AB	T2P 0S6	Canada
Praxair Distribution Inc		Dept CH 10660			Palatine	IL	60055-0660	
Princess Auto		PO Box 1005			Winnipeg	MB	R3C 2W7	Canada
Producers Supply Co		121 Kiwi Drive			Waynesburg	PA	15370	
PTW Energy Services INC. - ND		DEPT CH 19870			Palatine	IL	60055-9870	
Purchase Power		PO Box 371874			Pittsburgh	PA	15250-7874	
Purity Oilfield Services, LLC.		2101 Cedar Springs Road	Suite 650		Dallas	TX	75201	
Quest Engineering Inc		2300 Edgewood Ave South			St. Louis Park	MN	55426	
R.O.P Oilfield Supply & Rentals Ltd.		P.O Box 3381			Leduc	AB	T9E 6M2	Canada
Raw Resources and Consulting, LLC		618 Lincoln Street			Montpelier	ID	83254	
Red River Supply, Inc.		1202 East Broadway	PO Box 1146		Williston	ND	58802-1146	
Red River Tax Agency		PO Box 570			Coushatta	LA	71019	
REDL Distributors Ltd.		3675-13 Street			Nisku	AB	T9E 1C5	Canada
Renegade Energy Group Ltd.		101 7106 42 Street			Leduc	AB	T9E 0R8	Canada
Renegade Piping & Rig-Up Ltd		Bay 101 7106 - 42 St.			Leduc	AB	T9E0R8	Canada
Republic Services (Tervita) - ND		PO Box 840730			Dallas	TX	75284-0730	
Revolution Fire Protection Ltd		2718 Yellowhead Trail N.E			Edmonton	AB	T6S 1C2	Canada
Rexel - TX - Midland		PO Box 840638			Dallas	TX	75284-0638	
Rey's Welding	co/ Jesus Rey DBA Rey's Welding c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	4213 West County Road 116			Midland	TX	79706	
Rio Vista Independent School District		Attn: Eboney Cobb	500 E. Border Street	Suite 640	Arlington	TX	76010	
Riven Energy Services LTD		312 Simmonds Way			Leduc	AB	T9E 0X3	Canada
Ronnie E. Allison Jr.		PO Box 2523			Decatur	TX	76234	
Rotating Solutions - Midland		274 Service Road			Rayne	LA	70578	



Exhibit C
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Rotating Solutions - ND		274 Service Road			Rayne	LA	70578	
Rotating Solutions - RV		274 Service Road			Rayne	LA	70578	
RT&T Logistics Inc. - PA		300 Data Ct			Dubuque	IA	52003	
RT&T Logistics Inc. - RV		300 Data Ct			Dubuque	IA	52003	
Ruff Equipment		PO Box 130400			The Woodlands	TX	77393	
Running Horse LLC		PO Box 327			Williamsville	NY	14231	
Safety Works, LLC		23 Sims St.			Dickinson	ND	58601	
Sanitec		16671-113 Ave			Edmonton	AB	T5M 2X2	Canada
SBG Smith Supply, Inc.		309 East Gibbs Blvd			Glen Rose	TX	76043	
Schumacher Transportation Inc		PO Box 1732			Bismarck	ND	58502-1732	
Secure Energy Services USA LLC		5807 Front Street West			Williston	ND	58801	
Select Environmental Inc		223 MCCARTY ST			Houston	TX	77029	
Sentrimax Centrifuges (USA) Inc. - PA		108 Sentry Drive			Mansfield	TX	76063	
Shaw's Enterprises Ltd		2801 5th St			Nisku	AB	T9E 0C2	Canada
Sherie's Hotshot Services LLC	Attn: Sherie A. Aldridge	2608 Glencove Street			Burleson	TX	76028	
Shumar Welding & Machine Service Inc.		414 Stone Church Road			Grindstone	PA	15442	
Signs of Success		Attn: Ellis Brannam III	909 E Henderson		Cleburne	TX	76031	
Signs Plus		Attn: Steven Oyenik	1342 Greenbag Rd		Morgantown	WV	26508	
Sinclair Well Products Inc		10602 Midway Ave			Cerritos	CA	90703	
Smiley's Rentals LLC		117 Teche Drive			Bossier City	LA	71111	
Smith Personnel Solutions		PO Box 803353			Dallas	TX	75380-3353	
Smith System Driver Improvement Institute, Inc		PO Box 64495			Baltimore	MD	21264-4495	
Southeastern Freight Lines	Attn: Joyce L. Blanton	PO Box 1691			Columbia	SC	29202	
Southern Centrifuge and Dryer Repair LLC		5504 FM 1488			Magnolia	TX	77354	
Spur Oilfield Services Ltd.		2906-5 Street			Nisku	AB	T9E 0H1	Canada
St. Peter Metal Works LLC		5449 FM 933			Whitney	TX	76692	
Staples - Midland DA@B29117		PO Box 660409			Dallas	TX	75266-0409	
Staples - ND - DA@B35457		PO Box 660409			Dallas	TX	75266-0409	
Staples - PA - DA@B29374		PO Box 660409			Dallas	TX	75266-0409	
Staples Inc. - RV - DA@B29493		PO Box 606409			Dallas	TX	75266-0409	
Stick 2 Ya Graf - X	Attn: Garret Arntz	7305 Moonlite Road			Bismarck	ND	58503	
StoneWall		113 Ida Road			Broussard	LA	70518	
Strox Systems, LLC		8524 Hwy N #438			Houston	TX	77095	
Superior Energy Resources LLC		2691 US- 219			Brockway	PA	15827	
Swan Lake Farms LLC DBA SLR		3396 Swan Lake Road			Bossier City	LA	71111	
Synthex Organics, LLC		PO Box 98			Duncansville	PA	16635	
Target Logistics Managment LLC		2170 Buckthorne Place	Suite 440		The Woodlands	TX	77380	
Tax Advisors Group LLC		12400 Coit Rd	Ste 960		Dallas	TX	75251	
TDT Consulting		31097 Columbia Dr.			Novi	MI	48377	
TDT Consulting LLC		31097 Coumbia Dr			Novi	MI	48377	
Tech Power		PO Box 168688			Irving	TX	75016	
Texas Environmental Training and Compliance, LLC		PO Box 31			Frost	TX	76641	
The Sherwin Williams Co.PA		19 Mill St			Uniontown	PA	15401-3213	
The Sherwin-Williams Co. Midland		510 S Meadow Ave			Odessa	TX	79761	
The Sherwin-Williams Co.- TX		802 W Henderson St Ste B			Cleburne	TX	76033-4876	
The Sherwin-Williams Co.-ND		1500 E Century Ave			Bismarck	ND	58503	
The Silversand Services, Inc.		PO Box 840757			Houston	TX	77284-0757	
The Toronto – Dominion Bank	c/o TD Business Banking	333 – 7th Avenue S.W. Suite 910			Calgary	AB	T2P 2Z1	Canada
The Welding Shop GP Ltd		PO Box 914			Grande Prairie	AB	T8V 3Y1	Canada
Thomas Conveyor Company		PO Box 974066			Dallas	TX	75397-4066	
Titan Oilfield Hauling		405 - 18th Ave			Nisku	AB	T9E 7T5	Canada
Total Quality Logistics LLC		PO Box 634558			Cincinnati	OH	45245	



Exhibit C

Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
TP Electric & Power LLC		3252 STATE ROUTE 31			Acme	PA	15610	
Tractor & Equipment Co.		PO Box 58201			Tukwila	WA	98138-1201	
Trillium Pumps USA SLC LLC		440 West 800 South			Salt Lake City	UT	84101	
TXU Energy Retail Company LLC	Attn: Cynthia D. Ringler	PO Box 650393			Dallas	TX	75265	
Uline Canada Corporation		PO Box 3500 RPO Streetsville			Mississauga	ON	L5M 0S8	Canada
UniFirst Holdings, Inc - Midland		PO Box 1666			Odessa	TX	79760	
United Rentals	Siana Johnson	6125 Lakeview Road	#300		Charlotte	NC	28269	
V.D.M. Trucking Service Ltd.		PO Box 3078			Sherwood Park	AB	T8H 2T1	Canada
Velosio LLC		5747 Perimeter Dr	Suit 200		Dublin	OH	43017	
Vogel Law Firm		PO Box 1389			Fargo	ND	58107-1389	
Vortex Fluid Systems Inc.		6324 S. 69th East Place			Tulsa	OK	74133	
Waste Management - GJ		PO Box 78251			Phoenix	AZ	85062-8251	
Water Puritry, Inc		PO Box 1174			Bismarck	ND	58502	
WC Welding Services		162 Beaver Hollow Rd			Lakewood	PA	18439	
Wesco Distribution		PO Box 641447			Pittsburgh	PA	15264-1447	
WESCO Distribution	Attn: Mary Ann Leo	200 E. Lies Road			Carol Stream	IL	60188	
West Electric & Machine Co., Inc.		8 West Electric Drive			Morgantown	WV	26508	
West Texas Premix Pits, LP		PO Box 1784			Midland	TX	79702	
White Glove Cleaning Services	Attn: Robert E Garms Jr.	1212 E Wadley Ave #303			Midland	TX	79705	
Wild Boar Logistics, LLC		PO Box 116			Lenorah	TX	79749	
Worldwide Express Franchise Holdings, LLC		2323 Victory Avenue			Dallas	TX	75219	
Wrangler Rentals Ltd		3911 Allard Ave			Leduc	AB	T9E 0R8	Canada
W-S Industrial Services, Inc		PO Box 461085			Papillion	NE	68046-1085	
WWEX Investment Holding		PO Box 733360			Dallas	TX	75373	
XYDOM Technologies Ltd.		1010 744 - 4th Ave SW			Calgary	AB	T2P 3T4	Canada
Zedcor Energy Services		7009 45 St.			Leduc	AB	T9E 7H1	Canada
ZK3 Industries, LLC		7140 Williams Street			Hitchcock	TX	77563	
Zurbuchen Oil, Inc.		309 Bruce St			Verona	WI	53593	

Exhibit D



Exhibit D

Served Via Electronic Mail

Name	Attention	Address 1	Email
Ernst & Young Inc.	Attn: Peter Crisholm		peter.chisholm@ca.ey.com Christopher.Keliher@ca.ey.com
McCarthy Tetrault LLP	Attn: Seam Collins		scollins@mccarthy.co
Norton Rose Fulbright	Attn: Howard Gorman		howard.gorman@nortonrosefulbright.com
Blake, Cassels & Graydon LLP	Attn: Kelly Bourassa		kelly.bourassa@blakes.com
Haynes and Boone LLP	Attn: Sally L. Dahlstrom		sally.dalstrom@haynesboone.com
National Bank of Canada as Administrative Agent	c/o Reed Smith	Attn: Lloyd Lim & Rachel I. Thompson	LLim@reedsmith.com rithompson@reedsmith.com
U.S. Attorney's Office	Southern District Of Texas		usatxs.atty@usdoj.gov
Office of The United States Trustee	Attn: Hector Duran & Stephen Statham		Hector.Duran.Jr@usdoj.gov Stephen.statham@usdoj.gov
Hess Corporation	Attn: Michael C. Waller		mwaller@crowleyfleck.com
Robert Sokoloski	Attn: Jim Nordahl		jnostdahl@srt.com
Midland County	c/o Perdue, Brandon, Fielder, Collins, & Mott, L.L.P.	Attn: Laura J. Monroe	lmbkr@pbfc.com lmonroe@pbfc.com
Harris County et al	c/o Linebarger Goggan Blair & Sampson, LLP	Attn: Tara L. Grundemeier	houston_bankruptcy@publicans.com
Cypress - Fairbanks ISD	c/o Linebarger Goggan Blair & Sampson, LLP	Attn: Tara L. Grundemeier	houston_bankruptcy@publicans.com
Johnson County	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Attn: Eboney Cobb	ecobb@pbfc.com
Rio Vista Independent School District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Attn: Eboney Cobb	ecobb@pbfc.com
Eastwood Oilfield Consulting Services, LLC	c/o The Brady Firm, P.C.	Attn: Richard D. Brady	Richard.thebradyfirm@gmail.com
5 Star Solids Control, LLC	c/o AmberJames, PLLC	Attn: Amber L. James	amberjames@wtlaw.com
Flash Oilfield Services	c/o Kelly, Morgan, Dennis, Corzine & Hansen, P.C.	Attn: Michael G. Kelly	mkelly@kmdfirm.com
Midland Central Appraisal District	c/o McCreary, Veselka, Bragg & Allen, P.C.	Attn: Tara LeDay	tleday@mvbalaw.com

Exhibit E



Exhibit E
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
15321 A Holdings Ltd.		18 Thornbank Road			Thornhill	ON	L4J 2A2	
4 Elements Logistics LLC	Attn: Francis Ngu	17623 Fossil Ridge Lane			Humble	TX	77346	
5 Star Solids Control Services LLC		3606 Princeton Ave			Midland	TX	79703	
ABATIX Corp.		PO Box 671202			Dallas	TX	75267-1202	
Addison Group		1001 McKinney Street	10th Floor		Houston	TX	77002	
Advance Energy Partners, LLC		11490 Westheimer, Suite 950			Houston	TX	77077	
ADVANCED ENERGY PARTNERS, LLC		11490 Westheimer Rd			Houston	TX	77077	
Advanced Energy Partners, LLC		11490 Westheimer Rd, Ste. 950			Houston	TX	77077	
Aethon		12377 Merit Drive, Suite 1200			Dallas	TX	75251	
Agility Resources (Teir one)		15 2nd Ave SW			Minot	ND	58701	
AGILITY RESOURCES LLC		427 4th Street North, PO Box 1258			New Town	ND	58763	
Alvarado Parts Plus		PO Box 1279			Alvarado	TX	76009	
Best Line Equipment		2582 Gateway Drive			State College	PA	16801	
BKV Operating		12231 St Rte 706			Montrose	PA	18801	
Brintel		4600 E Washington ST, Suite 300			Phoenix	AZ	85034	
Brintel Environmental		4600 Washington Street, Suite 300			Phoenix	AZ	85034	
Bruin		602 Sawyer Street, Suite 710			Houston	TX	77007	
BRUIN E&P OPERATING		602 Sawyer Street, Suite 220			Houston	TX	77007	
Cammie Schock		2959 Majestic Street			Lincoln	ND	58504-9387	
Canadian Linen and Uniform Service		8631 Stadium Road			Edmonton	AB	T5H 3W9	Canada
Cathedral Transportation LLC		785 22 Road			Grand Junction	CO	81505	
Centennial Reources Production, Llc		1001 17th Street, Suite 1000			Denver	CO	80202	
Centennial Resource Development		1001 Seventeenth Street, Suite 1800			Denver	CO	80202	
Ceridian- Auto Pay		PO Box 10989			Newark	NJ	7193	
Ceridian Canada Ltd		125 Garry Street 5th floor			Winnipeg	MB	R3C 3P2	Canada
Chesapeake Bay Bridge and Tunnel District		32386 Lankford Highway			Cape Charles	VA	23310	
Chesapeake Tunnel Joint Venture		2377 Ferry Road			Virginia Beach	VA	23455	
Chevron North America Exploration & Production		Mid Continent Business Unit, 41st Floor Supply			Houston	TX	77002	
Chevron North America Exploration & Production		1400 Smith St			Houston	TX	77002	
Chevron U.S.A. Inc.,		PO Box 2100			Houston	TX	77252-2100	
Chief Oilfield Services		40 1st ave W	Suite 300		Dickinson	ND	58601	
Chubb Insurance Company of Canada		330 - 5th Avenue SW			Calgary	AB	T2P 0L4	Canada
Cintas - Acct 11987097 - PA - #0531		PO Box 630910			Cincinnati	OH	45263-0910	
Cintas Canada Limited	c/o C3005	PO Box 2572 StnM			Calgary	AB	T2P 3L4	Canada
Cintas First Aid & Safety		PO Box 631025			Cincinnati	OH	45263-1025	
Cintas-Midland # 440		768 Walnut St			Abilene	TX	79601	
Cintas-Rio Vista #492		PO Box 650838			Dallas	TX	75265-0838	
City of St. Albert		5 St. Anne Street			St. Albert	AB	T8N 3Z9	Canada
CLC Lodging		3199 Beaumont Centre Circle			Lexington	KY	40513	
Clean Slurry Technology, Inc		4101 Union Ave Suite 5			Bakersfield	CA	93305	
Clean Soil Services		85 Vickers Road			Etobicoke	ON	M9B 1C1	
Clean Soils Services Ltd		85 Vickers Road			Etobicoke	ON	M9B 1C1	
CNX		1000 Consol Energy Drive			Canonsburg	PA	15317	
CNX Resources Corporation		CNX Center, 1000 Consol Energy Drive			Canonsburg	PA	15317	
Collins Float Systems		17453 Nesbitt Line			Nestleton	ON	L0B 1L0	Canada
Commodity Trucking Acquisition LLC		14032 Santa Ana Ave			Fontana	CA	92337	
Concho Resources		One Concho Center, 600 W. Illinois Avenue			Midland	TX	79701	
Concur Technologies, Inc.		62157 Collections Center Drive			Chicago	IL	60693	
Conoco Phillips Company		743 -Horizon Court			Grand Junction	CO	81505	
Conoco Phillips Company		925 N Eldridge Pkwy			Houston	TX	77079	
Copy Tech Systems Inc.		PO Box 543221			Dallas	TX	75354-3221	
Corporate Services, LLC		3801 Plaza Tower Dr.			Baton Rouge	LA	70816	
Corporation Service Company		PO Box 13397			Philadelphia	PA	19101-3397	
Creative Lodging Solutions		PO Box 746276			Atlanta	GA	30374	
Crew Support Services II, LLC		1509 W Wall St. Ste 114			Midland	TX	79701	
Crocodile Products		32227 Township Rd 243A			Calgary	AB	T3Z 2M8	Canada
Crowheart Energy		1225 17th Street # 1750			Denver	CO	80202	



Exhibit E
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
CrownQuest Operating LLC		PO Box 53310			Midland	TX	79710	
CrownQuest Operating LLC		18 Desta Dr			Midland	TX	79705	
Crum & Forster		305 Madison Avenue			Morristown	NJ	07962	
Crum & Forster		PO Box 2807			Houston	TX	77252-2807	
CSD Millwright and Fabrication Ltd.		150-50054 Range Road 232			Leduc County	AB	T4X 0K8	Canada
Dalton Trucking Inc		PO Box 2100			Rancho Cucamonga	CA	91729-2100	
Datavox, Inc.		PO Box 660831			Dallas	TX	75266-0831	
Davis Vision		PO Box 382038			Pittsburgh	PA	15251	
Dealers First Financial L.L.C.		PO Box 218649			Houston	TX	77218-8649	
Denali Water Solutions		3308 Bernice Ave			Russellville	AR	72802	
Dimension Oilfield Products LLC	Joseph Storm McFarland	PO Box 1733			Humble	TX	77347	
Direct Horizontal		410 - 600 6th Avenue SW			Calgary	AB	T2P 0S5	Canada
Direct Horizontal Drilling Inc.		#3 26318 TWP 531A			Acheson	AB	T7X 3B2	Canada
Direct Horizontal Drilling Inc.		PO Box 4027			Spruce Grove	AB	T7X 3B2	Canada
DISA Inc.		Dept 3731	PO Box 123731		Dallas	TX	75312-3731	
Discovery Benefits, Inc		PO Box 9528			Fargo	ND	58106-9528	
Discovery Natural Resources		410 17th Street, Suite 900			Denver	CO	80202	
Doyon		11500 C St			Anchorage	AK	9951	
Dragados Canada Inc		212- 150 Isabella Street			Ottawa	ON	K1S1V7	
DWM Consulting Llc		PO BOX 9979			Lake Dallas	TX	75065	
DWM Consulting, LLC		507 Main Street	Suite D		Lake Dallas	TX	75065	
Eastwood Oilfield Consulting Services		4305 North Garfield Street	Suite 236A		Midland	TX	79705	
Eastwood Oilfield Consulting Services, LLC		7502 Shadyvilla Lane			Houston	TX	77055	
Element Fleet Management Inc		PO Box 57152	Postal Station A		Toronto	ON	M5W 5M5	Canada
Element Petroleum Operating		110 W. Louisiana			Midland	TX	79701	
Elemental Fleet Management Inc.		PO Box 57152, Postal Station A			Toronto	ON	M5W 5M5	Canada
Emkay Canada Leasing Corp		109 Atlantic Ave	Suite 300		Toronto	ON	M6K 1X4	Canada
Emkay Canada Leasing Corp.		PO Box 15005, Station A			Toronto	ON	M5W 1C1	Canada
Encanex Environmental Oil and Gas		129 McNamara Drive, Suite 3			Paradise	NL	A1L 0A7	Canada
Encanex Environmental Oil and Gas		6 Long Lake Drive			Halifax	NS	B3S 1T4	
Encore Industrial Products LLC		PO Box 300			Barker	TX	77413-0300	
Endeavor		110 N. Marienfeld St., Suite 200			Midland	TX	79701	
Endeavor Energy Resources		110 N. Marienfeld, Suite 200			Midland	TX	79701	
Enerkem Alberta Biofuels LP		13111 Meridian Street NE, Suite 460			Edmonton	AB	T6S 1G9	Canada
EnerPlus Resources (USA) Corporation		950 17th Street, Suite 2200			Denver	CO	80202-2805	
Enerplus Resources Fund (USA)		Wells Fargo Center, 1300 1700 Lincoln St			Denver	CO	80203	
Entrec Cranes & Heavy Haul, Inc.		4003 SCR 1294			Odessa	TX	79765	
Environmental Managment Specialists, Inc		6909 Engle Road, Suite C-31			Cleveland	OH	44130	
EOG Resources Inc.		19100 Ridgeway PKWY #2			San Antonio	TX	78259	
EOG Resources Inc.		1111 Bagby St, Sky, Lobby 2			Houston	TX	77002	
EOG Resources Inc.		421 W. Third street Suite 150			Fort Worth	TX	76102	
EOG Resources Inc.		5509 Champions Drive			Midland	TX	79706	
EOG Resources Inc.		PO Box 4362			Houston	TX	77210-4362	
EQT Corporation		EQT Plaza, 925 Liberty Avenue, Suite 1700			Pittsburgh	PA	15222	
EQT Corporation		625 Liberty Avenue			Pittsburgh	PA	15222	
EQUINOR (Statoil)		2107 CityWest Blvd			Houston,	TX	77042	
eScreen Canada ULC		6046 12 Street SE	Suite 140		Calgary	AB	T2H 2X2	Canada
Express Services, Inc.		PO Box 203901			Dallas	TX	75320-3901	
Fay Penn Economic Development Council		407, 2 West Main Street			Uniontown	PA	15401	
Fay-Penn Economic Dev. Council		1040 Eberly Way	Suite 200		Lemont Furnace	PA	15456	
Firebird Energy LLC		4880 Boat Club Road, Suite 130			Fort Worth	TX	76135	
Firebird Energy LLC		4880 Boat Club Rd #110			Fort Worth	TX	76135	
Firebird Energy, LLC		7900 W Hwy 90			Midland	TX	79714	
First Insurance Funding of Canada		20 Toronto St	Suite 700		Toronto	ON	M5C 2B8	Canada
Flash Oilfield Services		1414 S Alleghaney Ave			Odessa	TX	79761	
Furie		3601 C St #1424			Anchorage	AK	99503	
Furie Operating Alaska LLC		188 W. Northern Lights Blvd., Suite 620			Anchorage	AK	99503	



Exhibit E
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Genesis		9701 N Broadway Ext.			Oklahoma City	OK	73114	
GFL Environmental Inc.		PO Box 150			Concord	ON	L4K 1B2	Canada
Glacier		188 W Northern Lights, Ste. 510			Anchorage	AK	99503	
Glacier Oil & Gas Corporation		4601 Washington Ave Suite 220			Houston	TX	77002	
Granite Construction Company	c/o Padfield & Stout L.L.P.	Attn: Christopher V. Arisco	420 Throckmorton Street, Suite 1210		Fort Worth	TX	76102	
Granite Construction Company		585 W Beach St			Watsonville	CA	95076-512	
GTech USA		27341 Spectrum Way			Oak Ridge North	TX	77385	
Gulf Coast Centrifuge & Machining, Inc. - Midland		26343 Anderson Rd.			Magnolia	TX	77354	
Gulf Coast Centrifuge & Machining, Inc. - RV		26343 Anderson Rd			Magnolia	TX	77354	
Hannathon Petroleum		223 W Wall St., #800			Midland	TX	79701	
Hannathon Petroleum, LLC		223 West Wall Street, Suite 800			Midland	TX	79701	
Hilcorp		3800 Centerpoint Dr #1400			Anchorage	AK	99503	
IA Financial Group		400-988 Broadway W	PO Box 5900		Vancouver	BC	V6B 5H6	Canada
IMA of Colorado Inc.		1705 17th Street, Suite No. 100			Denver	CO	80202-1260	
IPFS Corp		301 West 11th St	4th Floor - PO Box 419090		Kansas City	MO	64141-6090	
Iron Oil		2507 Montana Ave			Billings	MT	59101	
Ironshore Specialty Insurancy Company		175 Berkely Street			Boston	MA	02116	
JR Contracting, LLC		499 Carlton Drive			Bentleyville	PA	15314	
JWC Environmental Inc.-		2850 S. Red Hill Ave Suite 125			Santa Ana	CA	92705	
Keller Foundations Ltd.		UNIT 130 9347 200A Street			Langley	BC	V1M-0B3	
Keystone Clearwater		34 Northeast Drive			Hershey	PA	17033	
Kiewit Foundations Equipment		PO Box 452500			Omaha	NE	68145	
Kiewit Ledcor TMEP Partnership		310 - 4350 Still Creek Drive			Burnaby	BC	V5C 0G5	
Kiewit Power Constructors Co.		PO Box 452500			Omaha	NE	68145	
KLX Energy Services, LLC		3040 Post Oak Blvd, 15th Floor			Houston	TX	77056	
Kracken		9805 Katy Freeway Suite 300			Houston	TX	77024	
Kraken Operating LLC		9821 Kay Freeway, Suite 460			Houston	TX	77024	
Laredo Petroleum		15, 6th Street West, Suite 900			Tulsa	OK	74119	
Leaf Commercial Capital Inc		PO Box 5066			Hartford	CT	06102-5066	
Lees Plumbing & Excavating Inc	Attn: Robert Lee Jurosko, Jr.	469 Lambert Footedale Road			New Salem	PA	15468	
Liberty Mutual Insurance		181 Bay Street, Suite 1000, Brookfield Place			Toronto	ON	M5J 2T3	Canada
Liberty Mutual Insurance		PO Box 91012			Chicago	IL	60680-1110	
Lime Rock Resources Iii Lp		1111 BAGBY STREET, SUITE 4600			Houston	TX	77002	
Limerock Resources		1111 Bagby St., #4600			Houston	TX	77002	
Linehaul Logistics Inc		7550 HWY 27	Unit #8		Woodbridge	ON	L4H 0S2	Canada
MagTec Alaska, LLC		43385 Kenai Spur Highway			Kenai	AK	99611	
Malcolm Drilling Co Inc		3503 Breakwater Court			Hayward	CA	94545	
Malcolm Drilling Company Inc.		4926 N. Azusa Canyon Road			Irwindale	CA	91706	
Maradi X Inc		PO Box 682691			Franklin	TN	37068	
Maradis X Inc (formerly Absolute Investments)		PO Box 9484			Midland	TX	79708	
Marathon		5555 San Felipe St.			Houston	TX	77056	
Marathon Oil Company		5555 San Felipe Road			Houston	TX	77056-2725	
Marathon Oil Corporation		9 Greenway Plaza, Suite 1950			Houston	TX	77046	
Marathon Oil Corporation		PO Box 147			Houston	TX	77001-147	
Marsh Canada Limited		222 3rd Avenue SW Suite 1100			Calgary	AB	T2P 0P4	Canada
Marsh Canada Limited		1100 222 - 3 Avenue SW			Calgary	AB	T2P 0B4	Canada
Matador Production Company		PO BOX 210454			Dallas	TX	75211	
Matador Resource Company		5400 Lyndon B Johnson Fwy, Suite 1500			Dallas	TX	75240	
Maximum Construction and Electric LLC		PO Box 750			Bridgeport	WV	26330	
MDC Energy, LLC		24 Smith Rd, Suite 501A			Midland	TX	79705	
Mobile Mini		PO Box 650882			Dallas	TX	75265-0882	
Morneau Shepell Ltd.		PO Box 6124, Postal Station F			Toronto	ON	M4W 2Z2	Canada
MudMasters		739 Southgate Parkway			Cambridge	OH	43725	
Nahanni Construction Ltd.		100 Nahanni Drive			Yellowknife	NT	X1A 2P6	
Nahanni Construction Ltd.		100 Nahanni Dr			Yellowknife	NT	X1A 2P6	
Neil Withers		PO Box 626			Grande Prairie	AB	T8V 3A8	Canada
Newfield Exploration Company		4 Waterway Square Place, Suite 100			The Woodlands	TX	77380	



Exhibit E
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
NFR Global, LLC		PO Box 748613			Los Angeles	CA	90074-8613	
NFR Global, LLC		26 West Dry Creek Circle, Suite 600			Littleton	CO	80120	
Noble Drilling Llc		2020 Caribou Drive, Unit 201			Fort Collins	CO	80525	
Noble Energy Inc		PO BOX 2300			Ardmore	OK	73402	
NOVA MUD, INC		PO BOX 2703			Hobbs	NM	88241	
Occidental Oil and Gas Corporation		PO Box 4292			Houston	TX	77227-7757	
Oil Search (Alaska), LLC		PO Box 240927			Anchorage	AK	99524	
Oil Search (Alaska), LLC		900 E. Benson Blvd.			Anchorage	AK	99508	
Oilsearch		East Benson Blvd, PO Box 240927			Ankorage	AK	99524-0927	
Olympus HEXX		501 Technology Drive, Suite 1200			Canonsburg	PA	15317	
Onni Contracting Ltd.		200-1010 Seymour St.			Vancouver	BC	V6B 3M6	Canada
Operating Engineers Trust Funds		100 Corson Street Suite #100			Pasadena	CA	91103	
OXY		5 Greenway Plaza			Houston	TX	77046	
OXY USA		PO BOX 534			Addison	TX	75001	
Oxy USA, Inc.		5 Greenway Plaza, Suite 110			Houston	TX	77046-0521	
Parsley		303 Colorado St #3000			Austin	TX	78701	
Parsley Energy Operations, LLC		PO Box 11090			Midland	TX	79702	
PDC Energy		PO Box 26			Bridgeport	WV	26330	
Penn Energy		1000 Commerce Drive Suite 100			Pittsburgh	PA	15275	
Permian Deep Rock Oil		PO BOX 2071			Midland	TX	79702	
Permian Deep Rock Oil		PO Box 11405			Midland	TX	79702	
Permian Deep Rock Oil Company		903 8 Ave SW #900			Calgary	AB	T2P 0P7	Canada
Pete Insana Auto & Truck Repair & Towing		139 - 140 Ohio Street			Washington	PA	15301	
Petrofrontier Corporation		PO BOX 87			Tees	AB	T0C2N0	Canada
Pioneer Mat Washing Corporation		777 Hidden Ridge			Irving	TX	75038	
Pioneer Natural Resources Usa, Inc.		5205 N. OConnor Blvd, Ste 200			Irving	TX	75039	
PipeTech		3311 - 114 Avenue SE			Calgary	AB	T2Z 3X2	Canada
Pitney Bowes		PO Box 278			Orangeville	ON	L9W 2Z7	Canada
Pitney Bowes Global Financial Services LLC		PO Box 371887			Pittsburgh	PA	15250-7887	
Prairie Disposal Ltd.		PO Box 326			Grande Prairie	AB	T8V 3A5	Canada
Precise Crossings Ltd		BOX 3852			Spruce Grove	AB	T7X 3B1	
Prema Design-Build LLC		4600 E Washington Street, Suite 300			Phoenix	AZ	85034	
Primexx Energy		4849 Greenville Ave, #1600			Dallas	TX	75206	
Pure Salt Baytown, LLC		4800 San Felipe			Houston	TX	77056	
Quantum 5 Consultants, LLC		1151 Freeport Road	Ste 171		Pittsburgh	PA	15238	
Range Resources		3000 Town Center Boulevard			Canonsburg	PA	15317	
Range Resources - Appalachia, LLC		380 Southpointe Blvd, Plaza II, Suite 300			Canonsburg	PA	15317	
RB3 LLC		3015 34th Street NW			Mandan	ND	58554	
RB3, LLC		PO Box 1272				Bisma ND		
Reliable Transport LLC		3008 Northshore Loop SE			MANDAN	ND	58554	
Republic Services (Tervita)		PO Box 840730			Dallas	TX	75284-0730	
Rick Chancellor		9602 Kemp Forest Drive			Houston	TX	77080	
Ricoh Canada Inc.		PO Box 1600 Streetsville RPO			MISSISSAUGA	ON	L5M 0M6	Canada
Ricoh USA, Inc - Ink and Toner		PO Box 827577			Philadelphia	PA	19182-7577	
Rimrock		5445 DTC Pkwy			Greenwood Village	CO	80111	
Robert B. Somerville		13176 Dufferin Street			King City	ON	L1S 2Y8	Canada
Rogers / Specialty Insurance Brokers Ltd.		800, 1331 Macleod Trail Se			Calgary	AB	T2G 0K3	Canada
Rotating Solutions		274 Service Road			Rayne	LA	70578	
Rowlett Hardware		1460 W.Henderson			Cleburne	TX	76033	
RT&T Logistics Inc. - ND		300 Data Ct			Dubuque	IA	52003	
S H Crossing LP		1800 Augusta Drive	Suite 400		Houston	TX	77057	
SafetyCulture Pty Ltd		221 Sturt Street			Townsville City	QLD	-4810	
Samken Logging		Box #857			Evansburg	AB	T0E 0T0	Canada
SECA Underground Corporation		8228 Fischer RD			Baltimore	MD	21222	
SEM Operating Company		909 E SE Loop 323, UNIT 777			Tyler	TX	75701	
Sentrimax Centrifuges (USA) Inc.		108 Sentry Drive			Mansfield	TX	76063	
SH Crossing I, LP c/o Fuller Realty Partners		1800 August Drive, 4th Floor			Houston	TX	77057	



Exhibit E
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Sinclair O&G		550 E S Temple			Salt Lake City	UT	84102	
Sinclair Oil & Gas		PO BOX 30825			Salt Lake City	UT	84130	
Skillsoft Corporation		Bank of America	P.O. ox 405527		Atlanta	GA	30384-5527	
Slawson		1625 Broadway # 1450			Denver	CO	80202	
Slawson Exploration		1675 Broadway, Suite 1600			Denver	CO	80202	
Smith System Driver Improvement Institute Inc		PO Box 64495			Baltimore	MD	21264-4495	
Snyder Brothers Inc.		90 Glade Drive			Kittanning	PA	16201	
Snyder Brothers Inc.		One Glade Park East, PO Box 1022			Kittanning	PA	16201	
Storm Resources Ltd		215 2 Street Southwest #600			Calgary	AB	T2P 1M4	Canada
Storm Resources Ltd.		3300, 421 - 7th Avenue S.W.			Calgary	AB	T2P 4K9	Canada
Sun Life Insurance		1121 Centre St NW Suite 101			Calgary	AB	T2E 7K6	Canada
Tableau Software, Inc.		PO Box 204021			Dallas	TX	75320-4021	
TDT Consulting		PO Box 3372			Burleson	TX	76097	
TDT Consulting, LLC		PO Box 3372			Burleson	TX	76097	
Technicore Underground Inc		PO BOX 93089			Newmarket	ON	L3Y 8K3	
Telsco Security Systems		12750 127 Street NW			Edmonton	AB	T5L 1A5	Canada
TeraGo Networks Inc		PO Box 8956	Postal Station A		Toronto	ON	M5W 2C5	Canada
Terrapro Inc		53345 Range Road 232			Sherwood Park	AB	T8A 4V2	Canada
The Crossing Company Inc.		1807 - 8th Street			Nisku	AB	T9E 7S8	Canada
The Ultimate Software Group, Inc		PO Box 930953			Atlanta	GA	31193-0953	
Tier One LLC		2 Penn Center West	Suite 328B		Pittsburgh	PA	15276	
Tier One LLC-Pennsylvania		2 Penn Center West	Suite 328B		Pittsburgh	PA	15276	
Triple J Pipelines Inc.		44 Collins Rd			Dawson Creek	BV	V1G 4T9	
Union Leasing Inc		425 North Martingale Road	6th Floor		Schaumburg	IL	60173	
Union Leasing Inc.		PO Box 74007556			Chicago	IL	60674-7556	
United Rentals		PO Box 100711			Atlanta	GA	30384-0711	
United Rentals		501 C Street			Chula Vista	CA	91910-1407	
Unum Life Insurance		PO Box 409548			Atlanta	GA	30384-9548	
Ursa Operating Company LLC		602 Sawyer St., Suite 710			Houston	TX	77007	
US Trinity Energy Services		200 Highland Circle			Argyle	TX	76226	
Utica Resource Operating, LLC		2167C St Rt 821			Marietta	OH	45750	
Utica Resources		2167C St. Rte. 821			Marietta	OH	45750	
Viper Specialized Services LLC		2306 North FM 1788			Midland	TX	79707	
Waste Management Energy Services		1001 Fannin St.			Houston	TX	77002	
Waste Management Energy Services		153 Treeline Park, Suite 100			San Antonio	TX	78209	
Waterbridge Resources		Three Memorial City Plaza, 840 Gessner, Suite 100			Houston	TX	77024	
Wells Fargo Bank N.A. Professional Banking		740 Broadway			Denver	CO	80274	
Whiting		1700 Lincoln St #4700			Denver	CO	80203	
Whiting Oil & Gas		1700 Broadway Suite 2300			Denver	CO	80290	
WorkPartners		2646 Patterson Rd	Suite A		Grand Junction	CO	81506	
Workpartners Triage & Medical Management		420 Summit Ave			St Paul	MN	55102	
WorkSteps, Inc.		3019 Alvin Devane Blvd.	Suite 150		Austin	TX	78741	
WPX Energy, Inc.		One Williams Center			Tulsa	OK	74172	
XTO		22777 Springwoods Village Pkwy.			Spring	TX	77389	
XTO Energy		382 Road 3100			Aztec	NM	87410	
Zavanna		1200 17th St			Denver	CO	80202	
Zavanna, LLC		1200 17th Street, Suite 1100			Denver	CO	80202	

EXHIBIT 9

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Case No. 20-32465
BOS SOLUTIONS LTD., et al	§	
	§	Chapter 15
Debtor in a foreign proceeding.	§	
	§	Jointly Administered

CERTIFICATE OF SERVICE

I, Jeffrey C. Demma, depose and say that I am employed by Stretto, the claims and noticing agent for the Debtors in the above-captioned case.

On July 22, 2020, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on the service list attached hereto as **Exhibit C**:

- **Order Granting the Receiver's Emergency Motion for Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Form and Manner of the Cure and Sale Notices; and (IV) Granting Related Relief** (Docket No. 57)
- **Notice of (I) Sale of All or Substantially All of Debtors' Assets, (II) Sale Process, (III) Hearing on Sale Approval, and (IV) Objection Deadlines Related Thereto** (attached hereto as **Exhibit A**)
- **Supplemental Notice of (I) Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection With the Sale Process and (II) The Receiver's Proposed Cure Amounts** (attached hereto as **Exhibit B**)

Dated: July 23, 2020

/s/ Jeffrey C. Demma
Jeffrey C. Demma
STRETTO
410 Exchange, Suite 100
Irvine, CA 92602
Telephone: 855-284-5053
Email: TeamBOS@stretto.com

¹ The Debtors in these chapter 15 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: BOS Solutions, Inc. (8213); BOS LeaseCo LLC (3251), BOS Solutions Real Estate Inc. (9800), and BOS USHoldco Inc. (8620). The Debtors' principal offices are located at 635 8th Avenue Southwest, Suite 1200, Calgary, AB T2P 3M3

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Case No. 20-32465
BOS SOLUTIONS LTD., et al.,¹	§	
	§	Chapter 15
Debtors in a foreign proceeding.	§	
	§	Jointly Administered

**NOTICE OF (I) SALE OF ALL OR SUBSTANTIALLY ALL OF DEBTORS' ASSETS,
(II) SALE PROCESS, (III) HEARING ON SALE APPROVAL, AND (IV) OBJECTION
DEADLINES RELATED THERETO**

PLEASE TAKE NOTICE that on May 4, 2020, National Bank of Canada filed an Originating Application (Appointment of Receiver) in the Court of Queen's Bench of Alberta in the Judicial Centre of Calgary, Canada, Court File No. 2001-05949 (the "Canadian Court" and the "Canadian Proceedings") seeking the appointment of Ernst & Young Inc. ("EY") as receiver (the "Receiver") for each of the above captioned Debtors under section 243 of the Canadian Bankruptcy and Insolvency Act ("BIA") and section 13(2) of the Judicature Act, RSA 2000 c J-2.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Canadian Court, Honorable Justice P. R. Jeffrey, entered the Receivership Order dated May 4, 2020 (the "Receivership Order") pursuant to section 243 of the BIA and section 13(2) of the Judicature Act, RSA 2000 c J-2. Among other things, the Receivership Order appointed the Receiver as the authorized foreign representative of the Debtors, with the power to commence ancillary insolvency proceedings in other countries and request aid and cooperation of U.S. courts to give effect to the Receivership Order and assistance with the Canadian Proceedings.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Receiver filed Official Form No. 401 Chapter 15 petitions for each of the Debtors pursuant to 11 U.S.C. §§ 1504, 1509(a) and 1515(a), commencing the above captioned chapter 15 cases.

PLEASE TAKE FURTHER NOTICE that on May 5, 2020, the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division (the "U.S. Court") entered the *Order Granting Receiver's Emergency Ex Parte Application for Temporary Restraining Order and Relief Pursuant to Sections 105(a) and 1519 of the Bankruptcy Code* [Doc. No. 17] (the "TRO Order"), which was extended on a final basis pursuant to the *Order Granting Emergency Petition for Recognition as Foreign Main Proceeding Pursuant to Sections 1515 and 1517 of the United States Bankruptcy Code and Related Relief* [Doc. No. 41] (the "Recognition Order"). The Recognition Order gives the Receivership Order full force and effect in the U.S., so the Receivership Order applies equally in the U.S. and in Canada.

¹ The Debtors are: (1) BOS Solutions Ltd., (2) BOS Solutions Inc., (3) BOS Leaseco LLC, (4) BOS Solutions Real Estate Inc., and (5) BOS USHoldco Inc.

PLEASE TAKE FURTHER NOTICE that the Receiver filed the *Receiver's Emergency Motion For Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Sale of Substantially all of the Debtors' Assets Free and Clear of Claims and Interests; (IV) Approving the Form and Manner of the Cure and Sale Notices; and (V) Granting Related Relief* [Doc. No. 51] (the "Motion").² Pursuant to the Motion, the Receiver seeks, among other things, entry of entry of an order (the "Sale Approval Order") authorizing and approving: (a) the sale of the Sale Property (as defined below) free and clear of all Claims and Interests, with all such Claims and Interests attaching with the same validity and priority to the proceeds of such sale, to one or more purchasers submitting the highest or otherwise best offers therefor after recognition of the sale of assets approved by the Canadian sale order (the "Sale"); and (b) procedures for the potential assumption and assignment of certain executory contracts and unexpired leases (collectively, the "Assigned Agreements").

PLEASE TAKE FURTHER NOTICE that on July 6, 2020, the U.S. Court entered an order [Doc. No. 57] (the "Sale Process Recognition Order") granting certain of the relief sought in the Motion, including among other things, approving: (i) the Sale Process and (ii) the procedures for the potential assumption and assignment of the Assigned Agreements (the "Assumption and Assignment Procedures"). A copy of the Sale Process Recognition Order is enclosed herein.

PLEASE TAKE FURTHER NOTICE that the Receiver is soliciting offers for the purchase of all or substantially all of the Debtors' assets located in Canada (the "Canadian Property"), all or substantially all of the Debtors' assets located in the U.S. (the "U.S. Property"), and the Debtors' business (the "Business," and together with the Canadian Property and the U.S. Property, the "Sale Property") consistent with the Sale Process approved by the Canadian Court and recognized by the U.S. Court by the Sale Process Recognition Order. All parties in interest should carefully read the Sale Process Recognition Order. To the extent that there are any inconsistencies between this Sale Notice or the Sale Process Recognition Order, the Sale Process Recognition Order shall govern in all respects.

PLEASE TAKE FURTHER NOTICE THAT a hearing to consider recognition of the Sale Approval and Vesting Order for the sale of the Sale Property and approval of the sale of the U.S. Property pursuant to section 363 of the Bankruptcy Code (the "Sale Hearing") is presently scheduled to take place on Monday, August 17, 2020 at 12:00 p.m. (Central) before the U.S. Court, 515 Rusk Avenue, Courtroom 400, Houston, TX 77002.

PLEASE TAKE FURTHER NOTICE THAT on March 24, 2020, through the entry of General Order 2020-10, the U.S. Court invoked the Protocol for Emergency Public Health or Safety Conditions. It is anticipated that all persons will appear telephonically and also may appear via video at the Sale Hearing. Audio communication will be by use of the U.S. Court's regular dial-in number. The dial-in number is +1 (832) 917-1510. You will be responsible for your own long-distance charges. You will be asked to key in the conference room number. Judge Jones' conference room number is 205691. Parties may participate in electronic hearings by use of an internet connection. The internet site is www.join.me. Persons connecting by mobile device will need to download the free join.me application. Once connected to www.join.me, a participant must select "join a meeting". The code for joining this hearing before judge jones is "judgejones". The next screen will have a place for the participant's name in the lower left corner. Please complete the name and click "notify".

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Sale Process Recognition Order, objections, if any, to the sale of the Sale Property, the potential assumption and assignment of the Assigned Agreements, or any relief requested in the Motion other than the relief granted by the U.S. Court in the Sale Process Recognition Order, including that any property or right (including an Assigned Agreement) cannot be transferred, sold, assumed, and/or assigned free and clear of all liens, encumbrances, claims and other interests, must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Bankruptcy Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than 5:00 p.m. (Central Time) on July 31, 2020** (the “General Objection Deadline”); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the General Objection Deadline by: (i) the Receiver, Peter Chisholm, Ernst & Young Inc. Calgary City Centre, 2200 – 215 2nd Street SW Calgary AB T2P 1M4, email: peter.chisholm@ca.ey.com; (ii) the Receiver’s Canadian counsel, Kelly Bourassa, Blake, Cassels & Graydon LLP, 855 2nd Street S.W., Suite 3500, Calgary AB T2P 4J8 Canada, email: kelly.bourassa@blakes.com; (iii) the Receiver’s U.S. counsel, Charles A. Beckham, Jr. and Kelli Norfleet, Haynes and Boone, LLP, 1211 McKinney, Suite 4000, Houston, Texas 77010, email: charles.beckham@haynesboone.com and kelli.norfleet@haynesboone.com; (iv) the U.S. Trustee; and (v) counsel to National Bank of Canada, as agent for the secured lenders, Sean Collins, McCarthy Tetrault LLP; Suite 4000, 421 7th Avenue S.W., Calgary, AB T2P 4K9, Canada, email: scollins@mccarthy.co and Lloyd Lim, Reed Smith, 811 Main Street, Suite 1700, Houston, TX 77002-6110 email: LLim@reedsmith.com (collectively, the “Notice Parties”). Each objection must state the legal and factual basis of such objection.

PLEASE TAKE FURTHER NOTICE that objections solely with respect to proceeding with the sale to the Successful Bidder(s) must be (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than 5:00 p.m. (Central Time) on August 5, 2020** (the “Supplemental Objection Deadline”); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the Supplemental Objection Deadline by the Notice Parties.

Obtaining Additional Information

Copies of the Motion, the Sale Process Recognition Order, and any other related documents are available online at <https://cases.stretto.com/bossolutions/> or upon request to the Receiver’s U.S. counsel, Haynes and Boone, LLP, Attn: Kelli S. Norfleet, 1221 McKinney, Suite 4000, Houston, Texas, 77010, email: kelli.norfleet@haynesboone.com.

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE GENERAL OBJECTION DEADLINE OR THE SUPPLEMENTAL OBJECTION DEADLINE, AS APPLICABLE, IN ACCORDANCE WITH THE SALE PROCESS RECOGNITION ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE SALE PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE ASSET PURCHASE AGREEMENT RELATED THERETO. IF YOU FAIL TO RESPOND IN ACCORDANCE WITH

THIS NOTICE, THE U.S. COURT MAY GRANT CERTAIN OF THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

ANY PARTY OBJECTING TO THE ASSUMPTION AND ASSIGNMENT OF AN ASSIGNED AGREEMENT AND/OR THE CURE COSTS INCLUDING AN OBJECTION TO THE ASSIGNABILITY OF ANY OF THE DEBTORS' CONTRACTS OR LEASES SHOULD CONSULT THE NOTICE OF (I) POTENTIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH THE SALE PROCESS AND (II) THE RECEIVER'S PROPOSED CURE AMOUNTS.

Dated: July 8, 2020
Houston, Texas

Respectfully submitted,

HAYNES AND BOONE, LLP

Charles A. Beckham, Jr.
Texas State Bar No. 02016600
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1221 McKinney Street, Suite 4000
Houston, Texas 77010
Telephone: (713) 547-2000
Facsimile: (713) 547-2600

ATTORNEYS FOR CANADIAN RECEIVER

Exhibit B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Case No. 20-32465
BOS SOLUTIONS LTD., et al.,¹	§	
	§	Chapter 15
Debtors in a foreign proceeding.	§	
	§	Jointly Administered

SUPPLEMENTAL
**NOTICE OF (I) POTENTIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH
THE SALE PROCESS AND (II) THE RECEIVER'S PROPOSED CURE AMOUNTS**

PLEASE TAKE NOTICE that on May 4, 2020, National Bank of Canada filed an Originating Application (Appointment of Receiver) in the Court of Queen's Bench of Alberta in the Judicial Centre of Calgary, Canada, Court File No. 2001-05949 (the "Canadian Court" and the "Canadian Proceedings") seeking the appointment of Ernst & Young Inc. ("EY") as receiver (the "Receiver") for each of the above captioned Debtors under section 243 of the Canadian Bankruptcy and Insolvency Act ("BIA") and section 13(2) of the Judicature Act, RSA 2000 c J-2.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Canadian Court, Honorable Justice P. R. Jeffrey, entered the Receivership Order dated May 4, 2020 (the "Receivership Order") pursuant to section 243 of the BIA and section 13(2) of the Judicature Act, RSA 2000 c J-2. Among other things, the Receivership Order appointed the Receiver as the authorized foreign representative of the Debtors, with the power to commence ancillary insolvency proceedings in other countries and request aid and cooperation of U.S. courts to give effect to the Receivership Order and assistance with the Canadian Proceedings.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Receiver filed Official Form No. 401 Chapter 15 petitions for each of the Debtors pursuant to 11 U.S.C. §§1504, 1509(a) and 1515(a), commencing the above captioned chapter 15 cases.

PLEASE TAKE FURTHER NOTICE that on May 5, 2020, the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division (the "U.S. Court") entered the *Order Granting Receiver's Emergency Ex Parte Application for Temporary Restraining Order and Relief Pursuant to Sections 105(a) and 1519 of the Bankruptcy Code* [Doc. No. 17] (the "TRO Order"), which was extended on a final basis pursuant to the *Order Granting Emergency Petition for Recognition as Foreign Main Proceeding Pursuant to Sections 1515 and 1517 of the United States Bankruptcy Code and Related Relief* [Doc. No. 41] (the "Recognition Order"). The Recognition Order gives the Receivership Order full force and effect in the U.S., so the Receivership Order applies equally in the U.S. and in Canada.

¹ The Debtors are: (1) BOS Solutions Ltd., (2) BOS Solutions Inc., (3) BOS Leaseco LLC, (4) BOS Solutions Real Estate Inc., and (5) BOS USHoldco Inc.

PLEASE TAKE FURTHER NOTICE that the Receiver filed the *Receiver's Emergency Motion For Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Sale of Substantially all of the Debtors' Assets Free and Clear of Claims and Interests; (IV) Approving the Form and Manner of the Cure and Sale Notices; and (V) Granting Related Relief* [Doc. No. 51] (the "Motion").² Pursuant to the Motion, the Receiver seeks, among other things, entry of an order (the "Sale Approval Order") authorizing and approving: (a) the sale of the Sale Property (as defined below) free and clear of all Claims and Interests, with all such Claims and Interests attaching with the same validity and priority to the proceeds of such sale, to one or more purchasers submitting the highest or otherwise best offers therefor after recognition of the sale of assets approved by the Canadian sale order (the "Sale"); and (b) procedures for the potential assumption and assignment of executory contracts and unexpired leases (collectively, the "Assigned Agreements").

PLEASE TAKE FURTHER NOTICE that on July 6, 2020, the U.S. Court entered an order [Doc. No. 57] (the "Sale Process Recognition Order") granting certain of the relief sought in the Motion, including among other things, approving: (i) the Sale Process and (ii) the procedures for the potential assumption and assignment of the Assigned Agreements (the "Assumption and Assignment Procedures"). A copy of the Sale Process Recognition Order (which incorporates the Assumption and Assignment Procedures and the Sale Process) is enclosed herein.

PLEASE TAKE FURTHER NOTICE that in connection with the closing of any Sale, the Receiver may assume and assign to the Successful Bidder(s) any of the potential Assigned Agreements (collectively, the "Listed Contracts") identified on the schedule (the "Cure Schedule") attached to the Cure Notice and/or the Supplemental Cure Notice (both as defined below).

PLEASE TAKE FURTHER NOTICE that the Receiver will file a final schedule of the Listed Contracts that were actually assumed and assigned to the Successful Bidder(s) at the closing with the U.S. Court within two (2) business days after the closing of the Sale.

PLEASE TAKE FURTHER NOTICE that on July 8, 2020, the Receiver served a Notice of (I) Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale Process and (II) the Receiver's Proposed Cure Amounts (the "Cure Notice") on certain parties as listed therein.

PLEASE TAKE FURTHER NOTICE that subsequent to the service of the Cure Notice, the Receiver has identified additional contract parties than those listed stated in the Cure Notice. You are receiving this supplemental notice (the "Supplemental Cure Notice") because the Receiver's records reflect that you may be a party to a Listed Contract that is listed on the schedule attached hereto (the "Supplemental Cure Schedule"). Therefore, you are advised to carefully review the information contained in this Supplemental Cure Notice. If you have any questions about this Supplemental Cure Notice or the Supplemental Cure Schedule, you may contact the Receiver's U.S. counsel, Haynes and Boone, LLP, Attn: Kourtney P. Lyda, 1221 McKinney, Suite 4000, Houston, Texas, 77010, email: kourtney.lyda@haynesboone.com.

PLEASE TAKE FURTHER NOTICE THAT the Receiver is presently noticing the potential assumption of executory contract(s) or unexpired lease(s) listed on the Supplemental Cure Schedule to

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

which you may be a party.³ Under the terms of the Assumption and Assignment Procedures, if at any time after the service of this Supplemental Cure Notice the Receiver identifies additional prepetition executory contracts or leases to be assumed and assigned to the Successful Bidder(s), the Receiver shall serve a second supplemental Notice by first-class mail, facsimile, electronic transmission, or overnight mail on the contract counterparty to each supplemental Assigned Agreement at the last known address available to the Receiver by no later than ten (10) days before the proposed effective date of the assignment. Such contract counterparty shall have a period of ten (10) days from receipt of the supplemental Notice to file with the U.S. Court any objection to the proposed cure amount or the assumption and assignment of such Contract(s), as applicable, as will be set forth in the supplemental Assumption and Assignment Notice.

Obtaining Additional Information

Copies of the Motion, the Sale Process Recognition Order, and any other related documents are available online at <https://cases.stretto.com/bossolutions/> or upon request to the Receiver's U.S. counsel, Haynes and Boone, LLP, Attn: Kelli S. Norfleet, 1221 McKinney, Suite 4000, Houston, Texas, 77010, email: kelli.norfleet@haynesboone.com.

Assigned Contract Objection Procedures

Pursuant to the Assigned Contract Objection Procedures, all objections to assumption and assignment of the Assigned Agreements, including without limitation any objection to the Receiver's proposed Cure Costs (other than objections filed in response to any supplemental Notice, as set forth above) must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than** ten (10) days from service of the Supplemental Cure Notice (the "**Supplemental Objection Deadline**"); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the Supplemental Objection Deadline on: (i) the Receiver, Peter Chisholm, Ernst & Young Inc. Calgary City Centre, 2200 – 215 2nd Street SW Calgary AB T2P 1M4, email: peter.chisholm@ca.ey.com; (ii) the Receiver's Canadian counsel, Kelly Bourassa, Blake, Cassels & Graydon LLP, 855 2nd Street S.W., Suite 3500, Calgary AB T2P 4J8 Canada, email: kelly.bourassa@blakes.com; (iii) the Receiver's U.S. counsel, Charles A. Beckham, Jr. and Kelli Norfleet, Haynes and Boone, LLP, 1211 McKinney, Suite 4000, Houston, Texas 77010, email: charles.beckham@haynesboone.com and kelli.norfleet@haynesboone.com; (iv) the U.S. Trustee; and (v) counsel to National Bank of Canada, as agent for the secured lenders, Sean Collins, McCarthy Tetrault LLP; Suite 4000, 421 7th Avenue S.W., Calgary, AB T2P 4K9, Canada, email: scollins@mccarthy.co and Lloyd Lim, Reed Smith, 811 Main Street, Suite 1700, Houston, TX 77002-6110 email: LLim@reedsmith.com (collectively, the "**Notice Parties**"). Each objection must state the legal and factual basis of such objection.

³ Neither the exclusion nor inclusion of any executory contract or unexpired lease on the Cure Schedule shall constitute an admission by the Debtors or the Receiver that any such contract or lease is in fact an executory contract or unexpired lease capable of assumption, that any Debtor(s) has liability thereunder, or that such executory contract or unexpired lease is necessarily a binding and enforceable agreement. Further, the Receiver expressly reserves the right to (a) remove any executory contract or unexpired lease from the Cure Schedule, in coordination with the Successful Bidder(s) as stated above, and (b) contest any claim (or cure amount) asserted in connection with the assumption of any executory contract or unexpired lease.

Pursuant to the Assigned Contract Objection Procedures, any objection solely to the Successful Bidder(s)' ability to provide adequate assurance of future performance under any Assigned Agreement pursuant to section 365 of the Bankruptcy Code ("Adequate Assurance") must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than 5:00 p.m. (Central Time) on August 5, 2020** (the "Adequate Assurance Objection Deadline"); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the Adequate Assurance Objection Deadline on the Notice Parties.

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY COUNTERPARTY TO AN ASSIGNED AGREEMENT WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE PROPOSED ASSUMPTION AND ASSIGNMENT OF AN ASSIGNED AGREEMENT AND/OR THE CURE COSTS SET FORTH ON THE ATTACHED SUPPLEMENTAL CURE SCHEDULE IN ACCORDANCE WITH THE SALE PROCESS RECOGNITION ORDER AND THE ASSIGNED AGREEMENT OBJECTION PROCEDURES SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND ASSIGNMENT OF THE ASSIGNED AGREEMENTS AND/OR THE CURE COSTS, OR ASSERTING ADDITIONAL CURE AMOUNTS WITH RESPECT TO THE ASSUMED AND ASSIGNED CONTRACTS RELATING TO ANY PERIOD PRIOR TO THE TIME OF ASSUMPTION AND ASSIGNMENT.

Dated: July 22, 2020
Houston, Texas

Respectfully submitted,

HAYNES AND BOONE, LLP

Charles A. Beckham, Jr.
Texas State Bar No. 02016600
charles.beckham@haynesboone.com
Kelli S. Norfleet
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Texas State Bar No. 24013330
kourtney.lyda@haynesboone.com
Martha Wyrick
Texas State Bar No. 24101606
martha.wyrick@haynesboone.com
1221 McKinney Street, Suite 21004000
Houston, Texas 77010
Telephone: (713) 547-2000
Facsimile: (713) 547-2600

ATTORNEYS FOR CANADIAN RECEIVER

Supplemental Cure Schedule¹

¹ Cure Amounts are as of May 4, 2020, the date the Receivership Order was entered. To the extent that the amount listed as a Cure Amount is later determined to be lower than the amount listed, the Receiver shall file a supplemental Cure Notice as set forth in the Sale Process Recognition Order.

BOS Solutions et al.

Case No. 20-32465

Supplemental Schedule of Contract Counterparties

Balances as of 4 May 2020

#	Contract Counterparty	Description of Services	Street	City	State/ Province	Zip/ Postal	Balance \$CAD ¹	Balance \$USD ¹
1	Windrow Earth Transport	Trucking	14032 Santa Ana Avenue	Fontana	CA	92337	\$0.00	\$0.00
2	Brunos Trucking	Client / Former Client	5902 - 44A St	Leduc	AB	T9E 5V1	\$0.00	\$0.00
3	Liberty Resource Management Company LLC	Client / Former Client	Suite 2200, 1200 17 Street	Denver	CO	80202	\$0.00	\$0.00
4	Halcon Operating Co. Inc.	Client / Former Client	Suite 6700, 1000 Louisiana Street	Houston	TX	77002	\$0.00	\$0.00
5	Ahtna Environmental Inc.	Client / Former Client	Suite 200B, 110 west 38th Avenue	Anchorage	AK	99503	\$0.00	\$0.00
6	Cook Inlet Energy LLC	Client / Former Client	Suite 310, 601 W. 5th Avenue	Anchorage	AK	99501	\$0.00	\$0.00
7	INEOS USA Oil and Gas LLC	Client / Former Client	Suite 100, 2600 South Shore Boulevard	League City	TX	77573	\$0.00	\$0.00
8	Huntley and Huntley Energy Exploration, LLC	Client / Former Client	2660 Monroeville Boulevard	Monroeville	PA	15143	\$0.00	\$0.00
9	COG Operating LLC	Client / Former Client	One Concho Center 600 W. Illinois Avenue	Midland	TX	79701	\$0.00	\$0.00

Notes

1. Outstanding Balances are reported as at 4 May 2020 and are based on the books and records of BOS Solutions et. al.. Outstanding Balances have not been reviewed or audited by the Receiver.

Exhibit C



Exhibit C

Served Via First Class Mail

Name	Address 1	City	State	Zip	Country
Ahtna Environmental Inc.	Suite 200B, 110 west 38th Avenue	Anchorage	AK	99503	
Brunos Trucking	5902 - 44A St	Leduc	AB	T9E 5V1	Canada
COG Operating LLC	One Concho Center 600 W. Illinois Avenue	Midland	TX	79701	
Cook Inlet Energy LLC	Suite 310, 601 W. 5th Avenue	Anchorage	AK	99501	
Halcon Operating Co. Inc.	Suite 6700, 1000 Louisiana Street	Houston	TX	77002	
Huntley and Huntley Energy Exploration, LLC	2660 Monroeville Boulevard	Monroeville	PA	15143	
INEOS USA Oil and Gas LLC	Suite 100, 2600 South Shore Boulevard	League City	TX	77573	
Liberty Resource Management Company LLC	Suite 2200, 1200 17 Street	Denver	CO	80202	
Windrow Earth Transport	14032 Santa Ana Avenue	Fontana	CA	92337	

EXHIBIT 10

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	Case No. 20-32465
BOS SOLUTIONS LTD., et al	§	
	§	Chapter 15
Debtor in a foreign proceeding.	§	
	§	Jointly Administered

CERTIFICATE OF SERVICE

I, Jeffrey C. Demma, depose and say that I am employed by Stretto, the claims and noticing agent for the Debtors in the above-captioned case.

On July 24, 2020, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on Tervita Corporation at 140 10 Ave SE #1600, Calgary, AB T2G 0R1:

- **Order Granting the Receiver's Emergency Motion for Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Form and Manner of the Cure and Sale Notices; and (IV) Granting Related Relief (Docket No. 57)**
- **Notice of (I) Sale of All or Substantially All of Debtors' Assets, (II) Sale Process, (III) Hearing on Sale Approval, and (IV) Objection Deadlines Related Thereto (attached hereto as Exhibit A)**
- **Second Supplemental Notice of (I) Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection With the Sale Process and (II) The Receiver's Proposed Cure Amounts (attached hereto as Exhibit B)**

Dated: July 27, 2020

/s/ Jeffrey C. Demma
Jeffrey C. Demma
STRETTO
410 Exchange, Suite 100
Irvine, CA 92602
Telephone: 855-284-5053
Email: TeamBOS@stretto.com

¹ The Debtors in these chapter 15 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: BOS Solutions, Inc. (8213); BOS LeaseCo LLC (3251), BOS Solutions Real Estate Inc. (9800), and BOS USHoldco Inc. (8620). The Debtors' principal offices are located at 635 8th Avenue Southwest, Suite 1200, Calgary, AB T2P 3M3

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: BOS SOLUTIONS LTD., et al.,¹ Debtors in a foreign proceeding.	§ § § § § §	Case No. 20-32465 Chapter 15 Jointly Administered
--	----------------------------	--

**NOTICE OF (I) SALE OF ALL OR SUBSTANTIALLY ALL OF DEBTORS' ASSETS,
(II) SALE PROCESS, (III) HEARING ON SALE APPROVAL, AND (IV) OBJECTION
DEADLINES RELATED THERETO**

PLEASE TAKE NOTICE that on May 4, 2020, National Bank of Canada filed an Originating Application (Appointment of Receiver) in the Court of Queen's Bench of Alberta in the Judicial Centre of Calgary, Canada, Court File No. 2001-05949 (the "Canadian Court" and the "Canadian Proceedings") seeking the appointment of Ernst & Young Inc. ("EY") as receiver (the "Receiver") for each of the above captioned Debtors under section 243 of the Canadian Bankruptcy and Insolvency Act ("BIA") and section 13(2) of the Judicature Act, RSA 2000 c J-2.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Canadian Court, Honorable Justice P. R. Jeffrey, entered the Receivership Order dated May 4, 2020 (the "Receivership Order") pursuant to section 243 of the BIA and section 13(2) of the Judicature Act, RSA 2000 c J-2. Among other things, the Receivership Order appointed the Receiver as the authorized foreign representative of the Debtors, with the power to commence ancillary insolvency proceedings in other countries and request aid and cooperation of U.S. courts to give effect to the Receivership Order and assistance with the Canadian Proceedings.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Receiver filed Official Form No. 401 Chapter 15 petitions for each of the Debtors pursuant to 11 U.S.C. §§ 1504, 1509(a) and 1515(a), commencing the above captioned chapter 15 cases.

PLEASE TAKE FURTHER NOTICE that on May 5, 2020, the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division (the "U.S. Court") entered the *Order Granting Receiver's Emergency Ex Parte Application for Temporary Restraining Order and Relief Pursuant to Sections 105(a) and 1519 of the Bankruptcy Code* [Doc. No. 17] (the "TRO Order"), which was extended on a final basis pursuant to the *Order Granting Emergency Petition for Recognition as Foreign Main Proceeding Pursuant to Sections 1515 and 1517 of the United States Bankruptcy Code and Related Relief* [Doc. No. 41] (the "Recognition Order"). The Recognition Order gives the Receivership Order full force and effect in the U.S., so the Receivership Order applies equally in the U.S. and in Canada.

¹ The Debtors are: (1) BOS Solutions Ltd., (2) BOS Solutions Inc., (3) BOS Leaseco LLC, (4) BOS Solutions Real Estate Inc., and (5) BOS USHoldco Inc.

PLEASE TAKE FURTHER NOTICE that the Receiver filed the *Receiver's Emergency Motion For Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Sale of Substantially all of the Debtors' Assets Free and Clear of Claims and Interests; (IV) Approving the Form and Manner of the Cure and Sale Notices; and (V) Granting Related Relief* [Doc. No. 51] (the "Motion").² Pursuant to the Motion, the Receiver seeks, among other things, entry of entry of an order (the "Sale Approval Order") authorizing and approving: (a) the sale of the Sale Property (as defined below) free and clear of all Claims and Interests, with all such Claims and Interests attaching with the same validity and priority to the proceeds of such sale, to one or more purchasers submitting the highest or otherwise best offers therefor after recognition of the sale of assets approved by the Canadian sale order (the "Sale"); and (b) procedures for the potential assumption and assignment of certain executory contracts and unexpired leases (collectively, the "Assigned Agreements").

PLEASE TAKE FURTHER NOTICE that on July 6, 2020, the U.S. Court entered an order [Doc. No. 57] (the "Sale Process Recognition Order") granting certain of the relief sought in the Motion, including among other things, approving: (i) the Sale Process and (ii) the procedures for the potential assumption and assignment of the Assigned Agreements (the "Assumption and Assignment Procedures"). A copy of the Sale Process Recognition Order is enclosed herein.

PLEASE TAKE FURTHER NOTICE that the Receiver is soliciting offers for the purchase of all or substantially all of the Debtors' assets located in Canada (the "Canadian Property"), all or substantially all of the Debtors' assets located in the U.S. (the "U.S. Property"), and the Debtors' business (the "Business," and together with the Canadian Property and the U.S. Property, the "Sale Property") consistent with the Sale Process approved by the Canadian Court and recognized by the U.S. Court by the Sale Process Recognition Order. All parties in interest should carefully read the Sale Process Recognition Order. To the extent that there are any inconsistencies between this Sale Notice or the Sale Process Recognition Order, the Sale Process Recognition Order shall govern in all respects.

PLEASE TAKE FURTHER NOTICE THAT a hearing to consider recognition of the Sale Approval and Vesting Order for the sale of the Sale Property and approval of the sale of the U.S. Property pursuant to section 363 of the Bankruptcy Code (the "Sale Hearing") is presently scheduled to take place on Monday, August 17, 2020 at 12:00 p.m. (Central) before the U.S. Court, 515 Rusk Avenue, Courtroom 400, Houston, TX 77002.

PLEASE TAKE FURTHER NOTICE THAT on March 24, 2020, through the entry of General Order 2020-10, the U.S. Court invoked the Protocol for Emergency Public Health or Safety Conditions. It is anticipated that all persons will appear telephonically and also may appear via video at the Sale Hearing. Audio communication will be by use of the U.S. Court's regular dial-in number. The dial-in number is +1 (832) 917-1510. You will be responsible for your own long-distance charges. You will be asked to key in the conference room number. Judge Jones' conference room number is 205691. Parties may participate in electronic hearings by use of an internet connection. The internet site is www.join.me. Persons connecting by mobile device will need to download the free join.me application. Once connected to www.join.me, a participant must select "join a meeting". The code for joining this hearing before judge jones is "judgejones". The next screen will have a place for the participant's name in the lower left corner. Please complete the name and click "notify".

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Sale Process Recognition Order, objections, if any, to the sale of the Sale Property, the potential assumption and assignment of the Assigned Agreements, or any relief requested in the Motion other than the relief granted by the U.S. Court in the Sale Process Recognition Order, including that any property or right (including an Assigned Agreement) cannot be transferred, sold, assumed, and/or assigned free and clear of all liens, encumbrances, claims and other interests, must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Bankruptcy Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than 5:00 p.m. (Central Time) on July 31, 2020** (the “General Objection Deadline”); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the General Objection Deadline by: (i) the Receiver, Peter Chisholm, Ernst & Young Inc. Calgary City Centre, 2200 – 215 2nd Street SW Calgary AB T2P 1M4, email: peter.chisholm@ca.ey.com; (ii) the Receiver’s Canadian counsel, Kelly Bourassa, Blake, Cassels & Graydon LLP, 855 2nd Street S.W., Suite 3500, Calgary AB T2P 4J8 Canada, email: kelly.bourassa@blakes.com; (iii) the Receiver’s U.S. counsel, Charles A. Beckham, Jr. and Kelli Norfleet, Haynes and Boone, LLP, 1211 McKinney, Suite 4000, Houston, Texas 77010, email: charles.beckham@haynesboone.com and kelli.norfleet@haynesboone.com; (iv) the U.S. Trustee; and (v) counsel to National Bank of Canada, as agent for the secured lenders, Sean Collins, McCarthy Tetrault LLP; Suite 4000, 421 7th Avenue S.W., Calgary, AB T2P 4K9, Canada, email: scollins@mccarthy.co and Lloyd Lim, Reed Smith, 811 Main Street, Suite 1700, Houston, TX 77002-6110 email: LLim@reedsmith.com (collectively, the “Notice Parties”). Each objection must state the legal and factual basis of such objection.

PLEASE TAKE FURTHER NOTICE that objections solely with respect to proceeding with the sale to the Successful Bidder(s) must be (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than 5:00 p.m. (Central Time) on August 5, 2020** (the “Supplemental Objection Deadline”); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the Supplemental Objection Deadline by the Notice Parties.

Obtaining Additional Information

Copies of the Motion, the Sale Process Recognition Order, and any other related documents are available online at <https://cases.stretto.com/bossolutions/> or upon request to the Receiver’s U.S. counsel, Haynes and Boone, LLP, Attn: Kelli S. Norfleet, 1221 McKinney, Suite 4000, Houston, Texas, 77010, email: kelli.norfleet@haynesboone.com.

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE GENERAL OBJECTION DEADLINE OR THE SUPPLEMENTAL OBJECTION DEADLINE, AS APPLICABLE, IN ACCORDANCE WITH THE SALE PROCESS RECOGNITION ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE SALE PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE ASSET PURCHASE AGREEMENT RELATED THERETO. IF YOU FAIL TO RESPOND IN ACCORDANCE WITH

THIS NOTICE, THE U.S. COURT MAY GRANT CERTAIN OF THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

ANY PARTY OBJECTING TO THE ASSUMPTION AND ASSIGNMENT OF AN ASSIGNED AGREEMENT AND/OR THE CURE COSTS INCLUDING AN OBJECTION TO THE ASSIGNABILITY OF ANY OF THE DEBTORS' CONTRACTS OR LEASES SHOULD CONSULT THE NOTICE OF (I) POTENTIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH THE SALE PROCESS AND (II) THE RECEIVER'S PROPOSED CURE AMOUNTS.

Dated: July 8, 2020
Houston, Texas

Respectfully submitted,

HAYNES AND BOONE, LLP

Charles A. Beckham, Jr.
Texas State Bar No. 02016600
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Kelli S. Norfleet
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kourtney.lyda@haynesboone.com
Martha Wyrick
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martha.wyrick@haynesboone.com
1221 McKinney Street, Suite 4000
Houston, Texas 77010
Telephone: (713) 547-2000
Facsimile: (713) 547-2600

ATTORNEYS FOR CANADIAN RECEIVER

Exhibit B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Case No. 20-32465
BOS SOLUTIONS LTD., et al.,¹	§	
	§	Chapter 15
Debtors in a foreign proceeding.	§	
	§	Jointly Administered

**SECOND SUPPLEMENTAL
NOTICE OF (I) POTENTIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH
THE SALE PROCESS AND (II) THE RECEIVER’S PROPOSED CURE AMOUNTS**

PLEASE TAKE NOTICE that on May 4, 2020, National Bank of Canada filed an Originating Application (Appointment of Receiver) in the Court of Queen’s Bench of Alberta in the Judicial Centre of Calgary, Canada, Court File No. 2001-05949 (the “Canadian Court” and the “Canadian Proceedings”) seeking the appointment of Ernst & Young Inc. (“EY”) as receiver (the “Receiver”) for each of the above captioned Debtors under section 243 of the Canadian Bankruptcy and Insolvency Act (“BIA”) and section 13(2) of the Judicature Act, RSA 2000 c J-2.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Canadian Court, Honorable Justice P. R. Jeffrey, entered the Receivership Order dated May 4, 2020 (the “Receivership Order”) pursuant to section 243 of the BIA and section 13(2) of the Judicature Act, RSA 2000 c J-2. Among other things, the Receivership Order appointed the Receiver as the authorized foreign representative of the Debtors, with the power to commence ancillary insolvency proceedings in other countries and request aid and cooperation of U.S. courts to give effect to the Receivership Order and assistance with the Canadian Proceedings.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Receiver filed Official Form No. 401 Chapter 15 petitions for each of the Debtors pursuant to 11 U.S.C. §§1504, 1509(a) and 1515(a), commencing the above captioned chapter 15 cases.

PLEASE TAKE FURTHER NOTICE that on May 5, 2020, the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division (the “U.S. Court”) entered the *Order Granting Receiver’s Emergency Ex Parte Application for Temporary Restraining Order and Relief Pursuant to Sections 105(a) and 1519 of the Bankruptcy Code* [Doc. No. 17] (the “TRO Order”), which was extended on a final basis pursuant to the *Order Granting Emergency Petition for Recognition as Foreign Main Proceeding Pursuant to Sections 1515 and 1517 of the United States Bankruptcy Code and Related Relief* [Doc. No. 41] (the “Recognition Order”). The Recognition Order gives the Receivership Order full force and effect in the U.S., so the Receivership Order applies equally in the U.S. and in Canada.

¹ The Debtors are: (1) BOS Solutions Ltd., (2) BOS Solutions Inc., (3) BOS Leaseco LLC, (4) BOS Solutions Real Estate Inc., and (5) BOS USHoldco Inc.

PLEASE TAKE FURTHER NOTICE that the Receiver filed the *Receiver's Emergency Motion For Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Sale of Substantially all of the Debtors' Assets Free and Clear of Claims and Interests; (IV) Approving the Form and Manner of the Cure and Sale Notices; and (V) Granting Related Relief* [Doc. No. 51] (the "Motion").² Pursuant to the Motion, the Receiver seeks, among other things, entry of an order (the "Sale Approval Order") authorizing and approving: (a) the sale of the Sale Property (as defined below) free and clear of all Claims and Interests, with all such Claims and Interests attaching with the same validity and priority to the proceeds of such sale, to one or more purchasers submitting the highest or otherwise best offers therefor after recognition of the sale of assets approved by the Canadian sale order (the "Sale"); and (b) procedures for the potential assumption and assignment of executory contracts and unexpired leases (collectively, the "Assigned Agreements").

PLEASE TAKE FURTHER NOTICE that on July 6, 2020, the U.S. Court entered an order [Doc. No. 57] (the "Sale Process Recognition Order") granting certain of the relief sought in the Motion, including among other things, approving: (i) the Sale Process and (ii) the procedures for the potential assumption and assignment of the Assigned Agreements (the "Assumption and Assignment Procedures"). A copy of the Sale Process Recognition Order (which incorporates the Assumption and Assignment Procedures and the Sale Process) is enclosed herein.

PLEASE TAKE FURTHER NOTICE that in connection with the closing of any Sale, the Receiver may assume and assign to the Successful Bidder(s) any of the potential Assigned Agreements (collectively, the "Listed Contracts") identified on the schedule (the "Cure Schedule") attached to the Cure Notice and/or the Supplemental Cure Notice (both as defined below).

PLEASE TAKE FURTHER NOTICE that the Receiver will file a final schedule of the Listed Contracts that were actually assumed and assigned to the Successful Bidder(s) at the closing with the U.S. Court within two (2) business days after the closing of the Sale.

PLEASE TAKE FURTHER NOTICE that on July 8, 2020, the Receiver served a Notice of (I) Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale Process and (II) the Receiver's Proposed Cure Amounts (the "Cure Notice") on certain parties as listed therein.

PLEASE TAKE FURTHER NOTICE that subsequent to the service of the Cure Notice, the Receiver has identified additional contract parties than those listed stated in the Cure Notice. You are receiving this second supplemental notice (the "Second Supplemental Cure Notice") because the Receiver's records reflect that you may be a party to a Listed Contract that is listed on the schedule attached hereto (the "Second Supplemental Cure Schedule"). Therefore, you are advised to carefully review the information contained in this Supplemental Cure Notice. If you have any questions about this Second Supplemental Cure Notice or the Second Supplemental Cure Schedule, you may contact the Receiver's U.S. counsel, Haynes and Boone, LLP, Attn: Kourtney P. Lyda, 1221 McKinney, Suite 4000, Houston, Texas, 77010, email: kourtney.lyda@haynesboone.com.

PLEASE TAKE FURTHER NOTICE THAT the Receiver is presently noticing the potential assumption of executory contract(s) or unexpired lease(s) listed on the Second Supplemental Cure

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

Schedule to which you may be a party.³ Under the terms of the Assumption and Assignment Procedures, if at any time after the service of this Second Supplemental Cure Notice the Receiver identifies additional prepetition executory contracts or leases to be assumed and assigned to the Successful Bidder(s), the Receiver shall serve a supplemental Notice by first-class mail, facsimile, electronic transmission, or overnight mail on the contract counterparty to each supplemental Assigned Agreement at the last known address available to the Receiver by no later than ten (10) days before the proposed effective date of the assignment. Such contract counterparty shall have a period of ten (10) days from receipt of the supplemental Notice to file with the U.S. Court any objection to the proposed cure amount or the assumption and assignment of such Contract(s), as applicable, as will be set forth in the supplemental Assumption and Assignment Notice.

Obtaining Additional Information

Copies of the Motion, the Sale Process Recognition Order, and any other related documents are available online at <https://cases.stretto.com/bossolutions/> or upon request to the Receiver's U.S. counsel, Haynes and Boone, LLP, Attn: Kelli S. Norfleet, 1221 McKinney, Suite 4000, Houston, Texas, 77010, email: kelli.norfleet@haynesboone.com.

Assigned Contract Objection Procedures

Pursuant to the Assigned Contract Objection Procedures, all objections to assumption and assignment of the Assigned Agreements, including without limitation any objection to the Receiver's proposed Cure Costs (other than objections filed in response to any supplemental Notice, as set forth above) must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than** ten (10) days from service of the Second Supplemental Cure Notice (the "**Supplemental Objection Deadline**"); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the Supplemental Objection Deadline on: (i) the Receiver, Peter Chisholm, Ernst & Young Inc. Calgary City Centre, 2200 – 215 2nd Street SW Calgary AB T2P 1M4, email: peter.chisholm@ca.ey.com; (ii) the Receiver's Canadian counsel, Kelly Bourassa, Blake, Cassels & Graydon LLP, 855 2nd Street S.W., Suite 3500, Calgary AB T2P 4J8 Canada, email: kelly.bourassa@blakes.com; (iii) the Receiver's U.S. counsel, Charles A. Beckham, Jr. and Kelli Norfleet, Haynes and Boone, LLP, 1211 McKinney, Suite 4000, Houston, Texas 77010, email: charles.beckham@haynesboone.com and kelli.norfleet@haynesboone.com; (iv) the U.S. Trustee; and (v) counsel to National Bank of Canada, as agent for the secured lenders, Sean Collins, McCarthy Tetrault LLP; Suite 4000, 421 7th Avenue S.W., Calgary, AB T2P 4K9, Canada, email: scollins@mccarthy.co and Lloyd Lim, Reed Smith, 811 Main Street, Suite 1700, Houston, TX 77002-6110 email: LLim@reedsmith.com (collectively, the "**Notice Parties**"). Each objection must state the legal and factual basis of such objection.

³ Neither the exclusion nor inclusion of any executory contract or unexpired lease on the Cure Schedule shall constitute an admission by the Debtors or the Receiver that any such contract or lease is in fact an executory contract or unexpired lease capable of assumption, that any Debtor(s) has liability thereunder, or that such executory contract or unexpired lease is necessarily a binding and enforceable agreement. Further, the Receiver expressly reserves the right to (a) remove any executory contract or unexpired lease from the Cure Schedule, in coordination with the Successful Bidder(s) as stated above, and (b) contest any claim (or cure amount) asserted in connection with the assumption of any executory contract or unexpired lease.

Pursuant to the Assigned Contract Objection Procedures, any objection solely to the Successful Bidder(s)' ability to provide adequate assurance of future performance under any Assigned Agreement pursuant to section 365 of the Bankruptcy Code ("Adequate Assurance") must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than 5:00 p.m. (Central Time) on August 5, 2020** (the "Adequate Assurance Objection Deadline"); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the Adequate Assurance Objection Deadline on the Notice Parties.

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY COUNTERPARTY TO AN ASSIGNED AGREEMENT WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE PROPOSED ASSUMPTION AND ASSIGNMENT OF AN ASSIGNED AGREEMENT AND/OR THE CURE COSTS SET FORTH ON THE ATTACHED SECOND SUPPLEMENTAL CURE SCHEDULE IN ACCORDANCE WITH THE SALE PROCESS RECOGNITION ORDER AND THE ASSIGNED AGREEMENT OBJECTION PROCEDURES SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND ASSIGNMENT OF THE ASSIGNED AGREEMENTS AND/OR THE CURE COSTS, OR ASSERTING ADDITIONAL CURE AMOUNTS WITH RESPECT TO THE ASSUMED AND ASSIGNED CONTRACTS RELATING TO ANY PERIOD PRIOR TO THE TIME OF ASSUMPTION AND ASSIGNMENT.

Dated: July 24, 2020
Houston, Texas

Respectfully submitted,

HAYNES AND BOONE, LLP

Charles A. Beckham, Jr.
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1221 McKinney Street, Suite 21004000
Houston, Texas 77010
Telephone: (713) 547-2000
Facsimile: (713) 547-2600

ATTORNEYS FOR CANADIAN RECEIVER

Second Supplemental Cure Schedule¹

¹ Cure Amounts are as of May 4, 2020, the date the Receivership Order was entered. To the extent that the amount listed as a Cure Amount is later determined to be lower than the amount listed, the Receiver shall file a supplemental Cure Notice as set forth in the Sale Process Recognition Order.

EXHIBIT A

SECOND SUPPLEMENTAL CURE SCHEDULE**BOS Solutions et al.****Case No. 20-32465****Second Supplemental Schedule of Contracts****Counterparties Balances as of 4 May 2020**

#	Contract Counterparty	Description of Services	Street	City	State/ Province	Zip/ Postal	Balance \$CAD ¹	Balance \$USD ¹
1	Tervita Corporation	Client / Former Client	140 10 Ave SE #1600	Calgary	AB	T2G 0R1	\$0.00	\$0.00

Notes

¹ Outstanding Balances are reported as at 4 May 2020 and are based on the books and records of BOS Solutions et. al.. Outstanding Balances have not been reviewed or audited by the Receiver.

EXHIBIT 11

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Case No. 20-32465
BOS SOLUTIONS LTD., et al	§	
	§	Chapter 15
Debtor in a foreign proceeding.	§	
	§	Jointly Administered

CERTIFICATE OF SERVICE

I, Jeffrey C. Demma, depose and say that I am employed by Stretto, the claims and noticing agent for the Debtors in the above-captioned case.

On August 14, 2020, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on the service list attached hereto as **Exhibit C**, and via electronic mail on the service list attached hereto as **Exhibit D**:

- **Notice of Filing of Receiver's Second Report** (Docket No. 107)
- **Notice of Filing of Form Sale Order and APA** (Docket No. 108)
- **Receiver's Emergency Motion for Entry of an Order Authorizing the Filing Under Seal of the Confidential Supplement to the Second Receiver's Report** (Docket No. 109)

Furthermore, on August 14, 2020, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on the service list attached hereto as **Exhibit E**, and on two hundred and one (201) confidential parties not listed herein:

- **Notice of Rescheduled Sale Hearing** (Docket No. 104)
- **Notice of Successful Bidder** (Docket No. 105)

Furthermore, on August 14, 2020, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on Rickey L. Garland:

- **Order Granting the Receiver's Emergency Motion for Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Form and Manner of the Cure and Sale Notices; and (IV) Granting Related Relief** (Docket No. 57)

¹ The Debtors in these chapter 15 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: BOS Solutions, Inc. (8213); BOS LeaseCo LLC (3251), BOS Solutions Real Estate Inc. (9800), and BOS USHoldco Inc. (8620). The Debtors' principal offices are located at 635 8th Avenue Southwest, Suite 1200, Calgary, AB T2P 3M3

- **Order Granting Receiver's Emergency Motion for Entry of an Order: (I) Extending the Supplemental Objection Deadline Relating to the Sale Process and (II) Granting Related Relief** (Docket No. 100)
- **Notice of Filing of Third Supplemental Cure Notice** (Docket No. 106)
- **Notice of (I) Sale of All or Substantially All of Debtors' Assets, (II) Sale Process, (III) Hearing on Sale Approval, and (IV) Objection Deadlines Related Thereto** (attached hereto as **Exhibit A**)
- **Third Supplemental Notice of (I) Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection With the Sale Process and (II) the Receiver's Proposed Cure Amounts** (attached hereto as **Exhibit B**)

Dated: August 17, 2020

/s/ Jeffrey C. Demma
Jeffrey C. Demma
STRETTO
410 Exchange, Suite 100
Irvine, CA 92602
Telephone: 855-284-5053
Email: TeamBOS@stretto.com

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Case No. 20-32465
BOS SOLUTIONS LTD., et al.,¹	§	
	§	Chapter 15
Debtors in a foreign proceeding.	§	
	§	Jointly Administered

**NOTICE OF (I) SALE OF ALL OR SUBSTANTIALLY ALL OF DEBTORS' ASSETS,
(II) SALE PROCESS, (III) HEARING ON SALE APPROVAL, AND (IV) OBJECTION
DEADLINES RELATED THERETO**

PLEASE TAKE NOTICE that on May 4, 2020, National Bank of Canada filed an Originating Application (Appointment of Receiver) in the Court of Queen's Bench of Alberta in the Judicial Centre of Calgary, Canada, Court File No. 2001-05949 (the "Canadian Court" and the "Canadian Proceedings") seeking the appointment of Ernst & Young Inc. ("EY") as receiver (the "Receiver") for each of the above captioned Debtors under section 243 of the Canadian Bankruptcy and Insolvency Act ("BIA") and section 13(2) of the Judicature Act, RSA 2000 c J-2.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Canadian Court, Honorable Justice P. R. Jeffrey, entered the Receivership Order dated May 4, 2020 (the "Receivership Order") pursuant to section 243 of the BIA and section 13(2) of the Judicature Act, RSA 2000 c J-2. Among other things, the Receivership Order appointed the Receiver as the authorized foreign representative of the Debtors, with the power to commence ancillary insolvency proceedings in other countries and request aid and cooperation of U.S. courts to give effect to the Receivership Order and assistance with the Canadian Proceedings.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Receiver filed Official Form No. 401 Chapter 15 petitions for each of the Debtors pursuant to 11 U.S.C. §§ 1504, 1509(a) and 1515(a), commencing the above captioned chapter 15 cases.

PLEASE TAKE FURTHER NOTICE that on May 5, 2020, the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division (the "U.S. Court") entered the *Order Granting Receiver's Emergency Ex Parte Application for Temporary Restraining Order and Relief Pursuant to Sections 105(a) and 1519 of the Bankruptcy Code* [Doc. No. 17] (the "TRO Order"), which was extended on a final basis pursuant to the *Order Granting Emergency Petition for Recognition as Foreign Main Proceeding Pursuant to Sections 1515 and 1517 of the United States Bankruptcy Code and Related Relief* [Doc. No. 41] (the "Recognition Order"). The Recognition Order gives the Receivership Order full force and effect in the U.S., so the Receivership Order applies equally in the U.S. and in Canada.

¹ The Debtors are: (1) BOS Solutions Ltd., (2) BOS Solutions Inc., (3) BOS Leaseco LLC, (4) BOS Solutions Real Estate Inc., and (5) BOS USHoldco Inc.

PLEASE TAKE FURTHER NOTICE that the Receiver filed the *Receiver's Emergency Motion For Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Sale of Substantially all of the Debtors' Assets Free and Clear of Claims and Interests; (IV) Approving the Form and Manner of the Cure and Sale Notices; and (V) Granting Related Relief* [Doc. No. 51] (the "Motion").² Pursuant to the Motion, the Receiver seeks, among other things, entry of entry of an order (the "Sale Approval Order") authorizing and approving: (a) the sale of the Sale Property (as defined below) free and clear of all Claims and Interests, with all such Claims and Interests attaching with the same validity and priority to the proceeds of such sale, to one or more purchasers submitting the highest or otherwise best offers therefor after recognition of the sale of assets approved by the Canadian sale order (the "Sale"); and (b) procedures for the potential assumption and assignment of certain executory contracts and unexpired leases (collectively, the "Assigned Agreements").

PLEASE TAKE FURTHER NOTICE that on July 6, 2020, the U.S. Court entered an order [Doc. No. 57] (the "Sale Process Recognition Order") granting certain of the relief sought in the Motion, including among other things, approving: (i) the Sale Process and (ii) the procedures for the potential assumption and assignment of the Assigned Agreements (the "Assumption and Assignment Procedures"). A copy of the Sale Process Recognition Order is enclosed herein.

PLEASE TAKE FURTHER NOTICE that the Receiver is soliciting offers for the purchase of all or substantially all of the Debtors' assets located in Canada (the "Canadian Property"), all or substantially all of the Debtors' assets located in the U.S. (the "U.S. Property"), and the Debtors' business (the "Business," and together with the Canadian Property and the U.S. Property, the "Sale Property") consistent with the Sale Process approved by the Canadian Court and recognized by the U.S. Court by the Sale Process Recognition Order. All parties in interest should carefully read the Sale Process Recognition Order. To the extent that there are any inconsistencies between this Sale Notice or the Sale Process Recognition Order, the Sale Process Recognition Order shall govern in all respects.

PLEASE TAKE FURTHER NOTICE THAT a hearing to consider recognition of the Sale Approval and Vesting Order for the sale of the Sale Property and approval of the sale of the U.S. Property pursuant to section 363 of the Bankruptcy Code (the "Sale Hearing") is presently scheduled to take place on Monday, August 17, 2020 at 12:00 p.m. (Central) before the U.S. Court, 515 Rusk Avenue, Courtroom 400, Houston, TX 77002.

PLEASE TAKE FURTHER NOTICE THAT on March 24, 2020, through the entry of General Order 2020-10, the U.S. Court invoked the Protocol for Emergency Public Health or Safety Conditions. It is anticipated that all persons will appear telephonically and also may appear via video at the Sale Hearing. Audio communication will be by use of the U.S. Court's regular dial-in number. The dial-in number is +1 (832) 917-1510. You will be responsible for your own long-distance charges. You will be asked to key in the conference room number. Judge Jones' conference room number is 205691. Parties may participate in electronic hearings by use of an internet connection. The internet site is www.join.me. Persons connecting by mobile device will need to download the free join.me application. Once connected to www.join.me, a participant must select "join a meeting". The code for joining this hearing before judge jones is "judgejones". The next screen will have a place for the participant's name in the lower left corner. Please complete the name and click "notify".

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Sale Process Recognition Order, objections, if any, to the sale of the Sale Property, the potential assumption and assignment of the Assigned Agreements, or any relief requested in the Motion other than the relief granted by the U.S. Court in the Sale Process Recognition Order, including that any property or right (including an Assigned Agreement) cannot be transferred, sold, assumed, and/or assigned free and clear of all liens, encumbrances, claims and other interests, must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Bankruptcy Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than 5:00 p.m. (Central Time) on July 31, 2020** (the “General Objection Deadline”); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the General Objection Deadline by: (i) the Receiver, Peter Chisholm, Ernst & Young Inc. Calgary City Centre, 2200 – 215 2nd Street SW Calgary AB T2P 1M4, email: peter.chisholm@ca.ey.com; (ii) the Receiver’s Canadian counsel, Kelly Bourassa, Blake, Cassels & Graydon LLP, 855 2nd Street S.W., Suite 3500, Calgary AB T2P 4J8 Canada, email: kelly.bourassa@blakes.com; (iii) the Receiver’s U.S. counsel, Charles A. Beckham, Jr. and Kelli Norfleet, Haynes and Boone, LLP, 1211 McKinney, Suite 4000, Houston, Texas 77010, email: charles.beckham@haynesboone.com and kelli.norfleet@haynesboone.com; (iv) the U.S. Trustee; and (v) counsel to National Bank of Canada, as agent for the secured lenders, Sean Collins, McCarthy Tetrault LLP; Suite 4000, 421 7th Avenue S.W., Calgary, AB T2P 4K9, Canada, email: scollins@mccarthy.co and Lloyd Lim, Reed Smith, 811 Main Street, Suite 1700, Houston, TX 77002-6110 email: LLim@reedsmith.com (collectively, the “Notice Parties”). Each objection must state the legal and factual basis of such objection.

PLEASE TAKE FURTHER NOTICE that objections solely with respect to proceeding with the sale to the Successful Bidder(s) must be (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than 5:00 p.m. (Central Time) on August 5, 2020** (the “Supplemental Objection Deadline”); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the Supplemental Objection Deadline by the Notice Parties.

Obtaining Additional Information

Copies of the Motion, the Sale Process Recognition Order, and any other related documents are available online at <https://cases.stretto.com/bossolutions/> or upon request to the Receiver’s U.S. counsel, Haynes and Boone, LLP, Attn: Kelli S. Norfleet, 1221 McKinney, Suite 4000, Houston, Texas, 77010, email: kelli.norfleet@haynesboone.com.

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE GENERAL OBJECTION DEADLINE OR THE SUPPLEMENTAL OBJECTION DEADLINE, AS APPLICABLE, IN ACCORDANCE WITH THE SALE PROCESS RECOGNITION ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE SALE PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE ASSET PURCHASE AGREEMENT RELATED THERETO. IF YOU FAIL TO RESPOND IN ACCORDANCE WITH

THIS NOTICE, THE U.S. COURT MAY GRANT CERTAIN OF THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

ANY PARTY OBJECTING TO THE ASSUMPTION AND ASSIGNMENT OF AN ASSIGNED AGREEMENT AND/OR THE CURE COSTS INCLUDING AN OBJECTION TO THE ASSIGNABILITY OF ANY OF THE DEBTORS' CONTRACTS OR LEASES SHOULD CONSULT THE NOTICE OF (I) POTENTIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH THE SALE PROCESS AND (II) THE RECEIVER'S PROPOSED CURE AMOUNTS.

Dated: July 8, 2020
Houston, Texas

Respectfully submitted,

HAYNES AND BOONE, LLP

Charles A. Beckham, Jr.
Texas State Bar No. 02016600
charles.beckham@haynesboone.com
Kelli S. Norfleet
Texas State Bar No. 24070678
kelli.norfleet@haynesboone.com
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Texas State Bar No. 24101606
martha.wyrick@haynesboone.com
1221 McKinney Street, Suite 4000
Houston, Texas 77010
Telephone: (713) 547-2000
Facsimile: (713) 547-2600

ATTORNEYS FOR CANADIAN RECEIVER

Exhibit B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Case No. 20-32465
BOS SOLUTIONS LTD., et al.,¹	§	
	§	Chapter 15
Debtors in a foreign proceeding.	§	
	§	Jointly Administered

THIRD SUPPLEMENTAL
NOTICE OF (I) POTENTIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH
THE SALE PROCESS AND (II) THE RECEIVER’S PROPOSED CURE AMOUNTS

PLEASE TAKE NOTICE that on May 4, 2020, National Bank of Canada filed an Originating Application (Appointment of Receiver) in the Court of Queen’s Bench of Alberta in the Judicial Centre of Calgary, Canada, Court File No. 2001-05949 (the “Canadian Court” and the “Canadian Proceedings”) seeking the appointment of Ernst & Young Inc. (“EY”) as receiver (the “Receiver”) for each of the above captioned Debtors under section 243 of the Canadian Bankruptcy and Insolvency Act (“BIA”) and section 13(2) of the Judicature Act, RSA 2000 c J-2.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Canadian Court, Honorable Justice P. R. Jeffrey, entered the Receivership Order dated May 4, 2020 (the “Receivership Order”) pursuant to section 243 of the BIA and section 13(2) of the Judicature Act, RSA 2000 c J-2. Among other things, the Receivership Order appointed the Receiver as the authorized foreign representative of the Debtors, with the power to commence ancillary insolvency proceedings in other countries and request aid and cooperation of U.S. courts to give effect to the Receivership Order and assistance with the Canadian Proceedings.

PLEASE TAKE FURTHER NOTICE that on May 4, 2020, the Receiver filed Official Form No. 401 Chapter 15 petitions for each of the Debtors pursuant to 11 U.S.C. §§1504, 1509(a) and 1515(a), commencing the above captioned chapter 15 cases.

PLEASE TAKE FURTHER NOTICE that on May 5, 2020, the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division (the “U.S. Court”) entered the *Order Granting Receiver’s Emergency Ex Parte Application for Temporary Restraining Order and Relief Pursuant to Sections 105(a) and 1519 of the Bankruptcy Code* [Doc. No. 17] (the “TRO Order”), which was extended on a final basis pursuant to the *Order Granting Emergency Petition for Recognition as Foreign Main Proceeding Pursuant to Sections 1515 and 1517 of the United States Bankruptcy Code and Related Relief* [Doc. No. 41] (the “Recognition Order”). The Recognition Order gives the Receivership Order full force and effect in the U.S., so the Receivership Order applies equally in the U.S. and in Canada.

¹ The Debtors are: (1) BOS Solutions Ltd., (2) BOS Solutions Inc., (3) BOS Leaseco LLC, (4) BOS Solutions Real Estate Inc., and (5) BOS USHoldco Inc.

PLEASE TAKE FURTHER NOTICE that the Receiver filed the *Receiver's Emergency Motion For Entry of an Order: (I) Granting Comity; (II) Approving the Sale Process; (III) Approving the Sale of Substantially all of the Debtors' Assets Free and Clear of Claims and Interests; (IV) Approving the Form and Manner of the Cure and Sale Notices; and (V) Granting Related Relief* [Doc. No. 51] (the "Motion").² Pursuant to the Motion, the Receiver seeks, among other things, entry of an order (the "Sale Approval Order") authorizing and approving: (a) the sale of the Sale Property (as defined below) free and clear of all Claims and Interests, with all such Claims and Interests attaching with the same validity and priority to the proceeds of such sale, to one or more purchasers submitting the highest or otherwise best offers therefor after recognition of the sale of assets approved by the Canadian sale order (the "Sale"); and (b) procedures for the potential assumption and assignment of executory contracts and unexpired leases (collectively, the "Assigned Agreements").

PLEASE TAKE FURTHER NOTICE that on July 6, 2020, the U.S. Court entered an order [Doc. No. 57] (the "Sale Process Recognition Order") granting certain of the relief sought in the Motion, including among other things, approving: (i) the Sale Process and (ii) the procedures for the potential assumption and assignment of the Assigned Agreements (the "Assumption and Assignment Procedures"). A copy of the Sale Process Recognition Order (which incorporates the Assumption and Assignment Procedures and the Sale Process) is enclosed herein.

PLEASE TAKE FURTHER NOTICE that in connection with the closing of any Sale, the Receiver may assume and assign to the Successful Bidder(s) any of the potential Assigned Agreements (collectively, the "Listed Contracts") identified on the schedule (the "Cure Schedule") attached to the Cure Notice and/or the Supplemental Cure Notice (both as defined below).

PLEASE TAKE FURTHER NOTICE that the Receiver will file a final schedule of the Listed Contracts that were actually assumed and assigned to the Successful Bidder(s) at the closing with the U.S. Court within two (2) business days after the closing of the Sale.

PLEASE TAKE FURTHER NOTICE that on July 8, 2020, the Receiver served a Notice of (I) Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale Process and (II) the Receiver's Proposed Cure Amounts (the "Cure Notice") on certain parties as listed therein.

PLEASE TAKE FURTHER NOTICE that subsequent to the service of the Cure Notice, the Receiver has identified additional contract parties than those listed stated in the Cure Notice. You are receiving this third supplemental notice (the "Third Supplemental Cure Notice") because the Receiver's records reflect that you may be a party to a Listed Contract that is listed on the schedule attached hereto (the "Third Supplemental Cure Schedule"). Therefore, you are advised to carefully review the information contained in this Third Supplemental Cure Notice. If you have any questions about this Third Supplemental Cure Notice or the Third Supplemental Cure Schedule, you may contact the Receiver's U.S. counsel, Haynes and Boone, LLP, Attn: Kourtney P. Lyda, 1221 McKinney, Suite 4000, Houston, Texas, 77010, email: kourtney.lyda@haynesboone.com.

PLEASE TAKE FURTHER NOTICE THAT the Receiver is presently noticing the potential assumption of executory contract(s) or unexpired lease(s) listed on the Third Supplemental Cure

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

Schedule to which you may be a party.³ Under the terms of the Assumption and Assignment Procedures, if at any time after the service of this Third Supplemental Cure Notice the Receiver identifies additional prepetition executory contracts or leases to be assumed and assigned to the Successful Bidder(s), the Receiver shall serve a supplemental Notice by first-class mail, facsimile, electronic transmission, or overnight mail on the contract counterparty to each supplemental Assigned Agreement at the last known address available to the Receiver by no later than ten (10) days before the proposed effective date of the assignment. Such contract counterparty shall have a period of ten (10) days from receipt of the supplemental Notice to file with the U.S. Court any objection to the proposed cure amount or the assumption and assignment of such Contract(s), as applicable, as will be set forth in the supplemental Assumption and Assignment Notice.

Obtaining Additional Information

Copies of the Motion, the Sale Process Recognition Order, and any other related documents are available online at <https://cases.stretto.com/bossolutions/> or upon request to the Receiver's U.S. counsel, Haynes and Boone, LLP, Attn: Kelli S. Norfleet, 1221 McKinney, Suite 4000, Houston, Texas, 77010, email: kelli.norfleet@haynesboone.com.

Assigned Contract Objection Procedures

Pursuant to the Assigned Contract Objection Procedures, all objections to assumption and assignment of the Assigned Agreements, including without limitation any objection to the Receiver's proposed Cure Costs (other than objections filed in response to any supplemental Notice, as set forth above) must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than** ten (10) days from service of the Third Supplemental Cure Notice (the "**Supplemental Objection Deadline**"); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the Supplemental Objection Deadline on: (i) the Receiver, Peter Chisholm, Ernst & Young Inc. Calgary City Centre, 2200 – 215 2nd Street SW Calgary AB T2P 1M4, email: peter.chisholm@ca.ey.com; (ii) the Receiver's Canadian counsel, Kelly Bourassa, Blake, Cassels & Graydon LLP, 855 2nd Street S.W., Suite 3500, Calgary AB T2P 4J8 Canada, email: kelly.bourassa@blakes.com; (iii) the Receiver's U.S. counsel, Charles A. Beckham, Jr. and Kelli Norfleet, Haynes and Boone, LLP, 1211 McKinney, Suite 4000, Houston, Texas 77010, email: charles.beckham@haynesboone.com and kelli.norfleet@haynesboone.com; (iv) the U.S. Trustee; and (v) counsel to National Bank of Canada, as agent for the secured lenders, Sean Collins, McCarthy Tetrault LLP; Suite 4000, 421 7th Avenue S.W., Calgary, AB T2P 4K9, Canada, email: scollins@mccarthy.co and Lloyd Lim, Reed Smith, 811 Main Street, Suite 1700, Houston, TX 77002-6110 email: LLim@reedsmith.com (collectively, the "**Notice Parties**"). Each objection must state the legal and factual basis of such objection.

³ Neither the exclusion nor inclusion of any executory contract or unexpired lease on the Cure Schedule shall constitute an admission by the Debtors or the Receiver that any such contract or lease is in fact an executory contract or unexpired lease capable of assumption, that any Debtor(s) has liability thereunder, or that such executory contract or unexpired lease is necessarily a binding and enforceable agreement. Further, the Receiver expressly reserves the right to (a) remove any executory contract or unexpired lease from the Cure Schedule, in coordination with the Successful Bidder(s) as stated above, and (b) contest any claim (or cure amount) asserted in connection with the assumption of any executory contract or unexpired lease.

Pursuant to the Assigned Contract Objection Procedures, any objection solely to the Successful Bidder(s)' ability to provide adequate assurance of future performance under any Assigned Agreement pursuant to section 365 of the Bankruptcy Code ("Adequate Assurance") must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, **by no later than August 18, 2020** (the "Adequate Assurance Objection Deadline"); and (e) served in accordance with the Local Rules so as to be **actually received** on or before the Adequate Assurance Objection Deadline on the Notice Parties.

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY COUNTERPARTY TO AN ASSIGNED AGREEMENT WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE PROPOSED ASSUMPTION AND ASSIGNMENT OF AN ASSIGNED AGREEMENT AND/OR THE CURE COSTS SET FORTH ON THE ATTACHED THIRD SUPPLEMENTAL CURE SCHEDULE IN ACCORDANCE WITH THE SALE PROCESS RECOGNITION ORDER AND THE ASSIGNED AGREEMENT OBJECTION PROCEDURES SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND ASSIGNMENT OF THE ASSIGNED AGREEMENTS AND/OR THE CURE COSTS, OR ASSERTING ADDITIONAL CURE AMOUNTS WITH RESPECT TO THE ASSUMED AND ASSIGNED CONTRACTS RELATING TO ANY PERIOD PRIOR TO THE TIME OF ASSUMPTION AND ASSIGNMENT.

Dated: August 14, 2020
Houston, Texas

Respectfully submitted,

HAYNES AND BOONE, LLP

Charles A. Beckham, Jr.
Texas State Bar No. 02016600
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Kelli S. Norfleet
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1221 McKinney Street, Suite 21004000
Houston, Texas 77010
Telephone: (713) 547-2000
Facsimile: (713) 547-2600

ATTORNEYS FOR CANADIAN RECEIVER

Third Supplemental Cure Schedule¹

¹ Cure Amounts are as of May 4, 2020, the date the Receivership Order was entered. To the extent that the amount listed as a Cure Amount is later determined to be lower than the amount listed, the Receiver shall file a supplemental Cure Notice as set forth in the Sale Process Recognition Order.

THIRD SUPPLEMENTAL CURE SCHEDULE

BOS Solutions et al.

Case No. 20-32465

Amended Schedule of Contract Counterparties

#	Contract Counterparty	Description of Services	Street	City	State/ Province	Zip/ Postal	Balance \$CAD	Balance \$USD ¹
1	Rick L. Garland	Executive Employee	Redacted	Redacted	Redacted	Redacted	\$0.00	\$19,351.33
2	Rick L. Garland	Executive Employee	Redacted	Redacted	Redacted	Redacted	Duplicate	Duplicate

Notes

1. Outstanding Balances are reported as at 7 August 2020 and are based on the books and records of BOS Solutions et. al.. Outstanding Balances have not been reviewed or audited by the Receiver.

Exhibit C



Exhibit C

Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
4 Elements Logistics LLC	Attn: Francis Ngu	17623 Fossil Ridge Lane			Humble	TX	77346	
5 Star Solids Control Services LLC		3606 Princeton Ave			Midland	TX	79703	
5 Star Solids Control, LLC	c/o AmberJames, PLLC	Attn: Amber L. James	1316 5th Avenue		Fort Worth	TX	76104	
Advent International		Prudential Tower	800 Boylston Street		Boston	MA	02199-8069	
Ahern Rentals		PO Box 271390			Las Vegas	NV	89127-1390	
Applied Industrial Technologies		22510 Network Place			Chicago	IL	60673-1225	
ATB Financial	Attn: Tyler Maiden	585 – 8th Avenue S.W.	Suite 600		Calgary	AB	T2P 1G1	Canada
Blake, Cassels & Graydon LLP	Attn: Kelly Bourassa	855 - 2nd Street S.W.	Suite 3500		Calgary	AB	T2P 4J8	Canada
Colorado Office of the Attorney General	Attn: Phil Weiser	Ralph L. Carr Judicial Building	1300 Broadway, 10th Floor		Denver	CO	80203	
Commodity Trucking Acquisition LLC		14032 Santa Ana Ave			Fontana	CA	92337	
CSD Millwright and Fabrication Ltd.		150-50054 Range Road 232			Leduc County	AB	T4X 0K8	Canada
Cypress - Fairbanks ISD	c/o Linebarger Goggan Blair & Sampson, LLP	Attn: Tara L. Grundemeier	PO Box 3064		Houston	TX	77253-3064	
Delaware Office of the Attorney General	Attn: Kathy Jennings	Carvel State Building	820 N. French St.		Wilmington	DE	19801	
Derrick Corporation		590 Duke Rd.			Buffalo	NY	14225	
Dimension Oilfield Products LLC	Joseph Storm McFarland	PO Box 1733			Humble	TX	77347	
DWM Consulting, LLC		507 Main Street	Suite D		Lake Dallas	TX	75065	
E & V Oil Field Services		903 W Industrial Ave.			Midland	TX	79701	
Eastwood Oilfield Consulting Services		4305 North Garfield Street	Suite 236A		Midland	TX	79705	
Eastwood Oilfield Consulting Services, LLC	c/o The Brady Firm, P.C.	Attn: Richard D. Brady	PO Box 5050		Liberty	TX	77575	
Entrec Cranes & Heavy Haul, Inc.		4003 SCR 1294			Odessa	TX	79765	
Ernst & Young Inc.	Attn: Peter Crisholm	Calgary City Centre, 2200 – 215	2nd Street SW		Calgary	AB	T2P 1M4	Canada
Flash Oilfield Services		1414 S Alleghaney Ave			Odessa	TX	79761	
Flash Oilfield Services	c/o Kelly, Morgan, Dennis, Corzine & Hansen, P.C.	Attn: Michael G. Kelly	PO Box 1311		Odessa	TX	79760-1311	
Granite Construction Company	c/o Padfield & Stout L.L.P.	Attn: Christopher V. Arisco	420 Throckmorton Street, Suite 1210		Fort Worth	TX	76102	
GSS Construction & Oilfield Supplies		3396 Swan Lake Road			Bossier City	LA	71111	
Gulf Coast Centrifuge & Machining, Inc.		26343 Anderson Rd.			Magnolia	TX	77354	
Harris County et al	c/o Linebarger Goggan Blair & Sampson, LLP	Attn: Tara L. Grundemeier	PO Box 3064		Houston	TX	77253-3064	
Hess Corporation	Attn: Michael C. Waller	100 W. Broadway, Suite 250	PO Box 2798		Bismarck	ND	58502	
HSBC Bank Canada	Attn: Cameron Bailey	407 – 8th Avenue, S.W.			Calgary	AB	T2P 1E5	Canada
Integrity Control Services		851International Pkwy	Suite 135		Richardson	TX	75081	
Internal Revenue Service	Houston Division	1919 Smith Street			Houston	TX	77002	
Internal Revenue Service	Attn: Centralized Insolvency Operation	PO Box 7346			Philadelphia	PA	19101-7346	
Johnson County	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Attn: Eboney Cobb	500 E. Border Street	Suite 640	Arlington	TX	76010	
McCarthy Tetrault LLP	Attn: Seam Collins	421 7th Avenue S.W.	Suite 4000		Calgary	AB	T2P 4K9	Canada
Midland Central Appraisal District	c/o McCreary, Veselka, Bragg & Allen, P.C.	Attn: Tara LeDay	PO Box 1269		Round Rock	TX	78680	
Midland County	c/o Perdue, Brandon, Fielder, Collins, & Mott, L.L.P.	Attn: Laura J. Monroe	PO Box 817		Lubbock	TX	79408	
National Bank Financial, Inc.	Attn: Dominic Albanese	1155 Metcalfe Street	5th Floor		Montreal	QB	H3B 4S9	
National Bank of Canada	Attn: Karen Koury and Audrey Ng	311 – 6th Avenue S.W.	Suite 600		Calgary	AB	T2P 3H2	Canada
National Bank of Canada as Administrative Agent	c/o Reed Smith	Attn: Lloyd Lim & Rachel I. Thompson	811 Main Street Suite 1700		Houston	TX	77002-6110	
North Dakota Office of the Attorney General	Attn: Wayne Stenehjerm	600 E. Boulevard Ave Dept. 125			Bismarck	ND	58505	
North Dakota State Tax Commissioner		600 E. Boulevard Ave	Dept 127		Bismarck	ND	58505-0599	
Norton Rose Fulbright	Attn: Howard Gorman	400 3rd Avenue SW	Suite 370		Calgary	AB	T2P 4H2	Canada
Office of The United States Trustee	Attn: Hector Duran & Stephen Statham	515 Rusk Street, Suite 3516			Houston	TX	77002	
Pennsylvania Office of the Attorney General	Attn: John Shapiro	Strawberry Square			Harrisburg	PA	17120	
Quantum 5 Consultants, LLC		1151 Freeport Road	Ste 171		Pittsburgh	PA	15238	



Exhibit C
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Raw Resources and Consulting, LLC		495 N 7th St			Montpelier	ID	83254-1103	
Republic Services (Tervita)		PO Box 840730			Dallas	TX	75284-0730	
Rey's Welding	co/ Jesus Rey DBA Rey's Welding	4213 West County Road 116			Midland	TX	79706	
Rio Vista Independent School District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Attn: Eboney Cobb	500 E. Border Street	Suite 640	Arlington	TX	76010	
Robert Sokoloski	Attn: Jim Nortdahl	2525 Elk Drive	PO Box 1000		Minot	ND	58702-1000	
Rotating Solutions		274 Service Road			Rayne	LA	70578	
Rotating Solutions, Inc.	c/o Johnston Clem Gifford PLLC	Attn: Kenneth Johnston, Robert Gifford, Sean Affleck & Ekaterina Long	1717 Main Street, Suite 3000		Dallas	TX	75201	
Sentrimax Centrifuges (USA) Inc.	Attn: Jeff Johnson	108 Sentry Drive			Mansfield	TX	76063	
Synthex Organics, LLC		PO Box 98			Duncansville	PA	16635	
Target Logistics Managment LLC		2170 Buckthorne Place	Suite 440		The Woodlands	TX	77380	
Tax Advisors Group LLC		12400 Coit Rd	Ste 960		Dallas	TX	75251	
TDT Consulting LLC		31097 Cumbia Dr			Novi	MI	48377	
Texas Office of the Attorney General	Attn: Ken Paxton	300 W. 15th St			Austin	TX	78701	
The Toronto – Dominion Bank	Attn: Joe Seidel	TD Business Banking	333 – 7th Avenue, S.W.	Suite 910	Calgary	AB	T2P 2Z1	Canada
Todd Colin – Rock Farm	c/o Baker & Associates	Attn: Reese W. Baker	950 Echo Lane, Ste 300		Houston	TX	77024	
Tractor & Equipment Co.		PO Box 58201			Tukwila	WA	98138-1201	
U.S. Attorney's Office	Southern District Of Texas	1000 Louisiana, Ste. 2300			Houston	TX	77002	
Union Leasing, Inc.	c/o Honigman LLP	Attn: L. Lichtman & C. McGill	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226	
United Rentals		PO Box 100711			Atlanta	GA	30384-0711	
United Rentals (North America) Inc.	c/o Snow Spence Green LLP	Attn: Ross Spence	2929 Allen Parkway, Suite 2800		Houston	TX	77019	

Exhibit D



Exhibit D

Served Via Electronic Mail

Name	Attention	Address 1	Email
5 Star Solids Control, LLC	c/o AmberJames, PLLC	Attn: Amber L. James	amberjames@wtxlaw.com
Blake, Cassels & Graydon LLP	Attn: Kelly Bourassa		kelly.bourassa@blakes.com
Cypress - Fairbanks ISD	c/o Linebarger Goggan Blair & Sampson, LLP	Attn: Tara L. Grundemeier	houston_bankruptcy@publicans.com
Eastwood Oilfield Consulting Services, LLC	c/o The Brady Firm, P.C.	Attn: Richard D. Brady	Richard.thebradyfirm@gmail.com
Ernst & Young Inc.	Attn: Peter Crisholm		peter.chisholm@ca.ey.com Christopher.Keliher@ca.ey.com
Flash Oilfield Services	c/o Kelly, Morgan, Dennis, Corzine & Hansen, P.C.	Attn: Michael G. Kelly	mkelly@kmdfirm.com
Harris County et al	c/o Linebarger Goggan Blair & Sampson, LLP	Attn: Tara L. Grundemeier	houston_bankruptcy@publicans.com
Haynes and Boone LLP	Attn: Sally L. Dahlstrom		sally.dalstrom@haynesboone.com
Hess Corporation	Attn: Michael C. Waller		mwaller@crowleyfleck.com
Johnson County	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Attn: Eboney Cobb	ecobb@pbfc.com
McCarthy Tetrault LLP	Attn: Seam Collins		scollins@mccarthy.co
Midland Central Appraisal District	c/o McCreary, Veselka, Bragg & Allen, P.C.	Attn: Tara LeDay	tleday@mvbalaw.com
Midland County	c/o Perdue, Brandon, Fielder, Collins, & Mott, L.L.P.	Attn: Laura J. Monroe	lmbkr@pbfc.com lmonroe@pbfc.com
National Bank of Canada as Administrative Agent	c/o Reed Smith	Attn: Lloyd Lim & Rachel I. Thompson	LLim@reedsmith.com rithompson@reedsmith.com
Norton Rose Fulbright	Attn: Howard Gorman		howard.gorman@nortonrosefulbright.com
Office of The United States Trustee	Attn: Hector Duran & Stephen Statham		Hector.Duran.Jr@usdoj.gov Stephen.statham@usdoj.gov
Rio Vista Independent School District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Attn: Eboney Cobb	ecobb@pbfc.com
Robert Sokoloski	Attn: Jim Nordahl		jnostdahl@srt.com
U.S. Attorney's Office	Southern District Of Texas		usatxs.atty@usdoj.gov

Exhibit E



Exhibit E
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
15321 A Holdings Ltd.		18 Thornbank Road			Thornhill	ON	L4J 2A2	Canada
4 Elements Logistics LLC	Attn: Francis Ngu	17623 Fossil Ridge Lane			Humble	TX	77346	
4-Star Hose & Supply, Inc		PO Box 541356			Dallas	TX	75354-1356	
5 Star Solids Control Services LLC		5 Star Solids Control Services LLC	3606 Princeton Ave		Midland	TX	79703	
5 Star Solids Control Services LLC		3606 Princeton Ave			Midland	TX	79703	
5 Star Solids Control, LLC	c/o AmberJames, PLLC	Attn: Amber L. James	1316 5th Avenue		Fort Worth	TX	76104	
5J Oilfield Services, LLC		PO Box 679586			Dallas	TX	75267-9586	
A & I Distributors		900 1st Avenue North	PO Box 1999		Billings	MT	59103-1999	
A1 Septic Pumping Plus		3008 Northshore Loop Se			Mandan	ND	58554	
ABATIX Corp.		PO Box 671202			Dallas	TX	75267-1202	
Abbott Rubber Company Inc.		1700 Nicholas Blvd.			Elk Grove Village	IL	60007	
Acklands-Grainger Inc.		11537 - 95 Avenue			Grande Prairie	AB	T8V 5P7	Canada
Adam's Lawn, Landscaping & Snow Plowing	Attn: Houston Adam Belski	101 Valley View Drive			Uniontown	PA	15401	
Addison Group		1001 McKinney Street	10th Floor		Houston	TX	77002	
Adler Tank Rental		PO Box 45081			San Francisco	CA	94145-0081	
Advance Energy Partners, LLC		11490 Westheimer, Suite 950			Houston	TX	77077	
Advanced Energy Partners, LLC		11490 Westheimer Rd			Houston	TX	77077	
Advanced Energy Partners, LLC		11490 Westheimer Rd, Ste. 950			Houston	TX	77077	
Advanced Fire Company		210 West Drive			Greensburg	PA	15601	
Advent International		Prudential Tower	800 Boylston Street		Boston	MA	02199-8069	
Aes Drilling Fluids		11767 Katy Freeway	Suite 230		Houston	TX	77079	
Aethon		12377 Merit Drive, Suite 1200			Dallas	TX	75251	
Agility Resources (Teir one)		15 2nd Ave SW			Minot	ND	58701	
AGILITY RESOURCES LLC		427 4th Street North, PO Box 1258			New Town	ND	58763	
Ahern Rentals		PO Box 271390			Las Vegas	NV	89127-1390	
Ahren Rentals, Inc.	Attn: Miesha Wilson	1401 Mineral Ave			Las Vegas	NV	89106	
Ahtna Environmental Inc.		Suite 200B, 110 west 38th Avenue			Anchorage	AK	99503	
Airgas USA, LLC		PO Box 734671			Dallas	TX	75373-4671	
All Together Safety Solutions Inc.		2456 W I 20			Odessa	TX	79763	
Almquist Welding & Fab		PO Box 522			Watford City	ND	58854	
Alta Tec Windows & Auto Glass		5512 - 45 Street			Leduc	AB	T9E 7B2	Canada
Alvarado Parts Plus		PO Box 1279			Alvarado	TX	76009	
AmeriPride Services Inc.		PO Box 2020			Bemidji	MN	56619-2020	
Amerisource Funding, Inc	Assignee for 5J Oilfield Services, LLC	Attn: Joseph L. Page	PO Box 4783		Houston	TX	77210	
Amerisource Funding, Inc.	Assignee for 5J Oilfield Services, LLC	Attn: Joseph L. Page	7225 Langtry Street		Houston	TX	77040	
Apex Signs		PO Box 4125			Midland	TX	79704	
Applied Industrial Technologies		22510 Network Place			Chicago	IL	60673-1225	
Applied Industrial Technologies - Watford		22510 Network Place			Chicago	IL	60673-1225	
Applied Industrial Technologies - Williston		2510 Network Place			Chicago	IL	60673-1225	
Applied Industrial Technologies, Inc.	Attn: Jordan Moore	1 Applied Plaza			Cleveland	OH	44115	
Aramark Uniform Services		AUS Central LockBox	PO Box 731676		Dallas	TX	75373-1676	
AT&T - 528/908/610/397/364/905/138		PO Box 5019			Carol Stream	IL	60197-5019	
ATB Financial		585 - 8th Avenue S.W.	Suite 600		Calgary	AB	T2P 1G1	Canada
AV Products, Inc.		3651 Peachtree Pkwy	#E - 112		Suwanee	GA	30024	
Aveda Transportation & Energy Services		PO Box 677619			Dallas	TX	75267-7619	
Barco Pumps		9000 W. County Rd. 127			Midland	TX	79706	
Barnhart Bolt & Special Fasteners, Inc.	Ashlee McGee	PO Box 68085			Odessa	TX	79769	
Barrera Contractors		PO Box 1103			IRAN	TX	79744	
Bell Supply Company - Midland		PO Box 1597			Gainsville	TX	76241	
Bell Supply Company - ND		PO Box 1597			Gainsville	TX	76241	
Bell Supply Company - RV		PO Box 1597			Gainesville	TX	76241	
Ben's Courier		PO Box 325			Marianna	PA	15345	
Best Line Equipment		2582 Gateway Drive			State College	PA	16801	
Best Shredding		101-85 Schooner Street			Coquitlam	BC	V3K 7A8	Canada
Big Chief Pipe & Supply, Inc		1017 SE Grand Blvd			Oklahoma City	OK	73129	
BKV Operating		12231 St Rte 706			Montrose	PA	18801	
Blasted		2959 Majestic St			Lincoln	ND	58504	
Border States Electric Supply		PO Box 911105			Denver	CO	80291-1105	
Bragg Investment Company, Inc		PO Box 727			Long Beach	CA	90801	
Brenntag Canada		43 Jutland Rd			Toronto	ON	M8Z 2G6	Canada



Exhibit E
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Bridgestone HosePower, LLC		PO Box 861777			Orlando	FL	32886	
Brintel		4600 E Washington ST, Suite 300			Phoenix	AZ	85034	
Brintel Environmental		4600 Washington Street, Suite 300			Phoenix	AZ	85034	
Brooks Range Supply Inc		PO Box 243445			Anchorage	AK	99524-3445	
Bruin		602 Sawyer Street, Suite 710			Houston	TX	77007	
BRUIN E&P OPERATING		602 Sawyer Street, Suite 220			Houston	TX	77007	
Brunos Trucking		5902 - 44A St			Leduc	AB	T9E 5V1	CANADA
BT & S Trucking Services LLC		2201 Myrtle Street			Odessa	TX	79761	
BTH HOLDINGS LLC		2747 Stone Creek Dr			Shreveport	LA	71106	
BTJ Energy Services, LLC		PO Box 657			Parshall	ND	58770	
Butler Machinery Company	Attn: Troy Dewitz	PO Box 9559			Fargo	ND	58106-9559	
C.S. Doors, Inc.		218 South 26th Street			Bismarck	ND	58501	
Cammie Schock		2959 Majestic Street			Lincoln	ND	58504-9387	
Canada Colors & Chemicals Ltd		201 4702-59 Avenue			Leduc	AB	T9E 7A2	Canada
Canadian Linen and Uniform Service		8631 Stadium Road			Edmonton	AB	T5H 3W9	Canada
Carson Pest Management		2210 N. Main			Cleburne	TX	76033	
Cathedral Transportation LLC		785 22 Road			Grand Junction	CO	81505	
Centennial Resources Production, Llc		1001 17th Street, Suite 1000			Denver	CO	80202	
Centennial Resource Development		1001 Seventeenth Street, Suite 1800			Denver	CO	80202	
Ceridian- Auto Pay		PO Box 10989			Newark	NJ	7193	
Ceridian Canada Ltd		125 Garry Street 5th floor			Winnipeg	MB	R3C 3P2	Canada
CETCO Energy Services		NW 5022	PO Box1450		Minneapolis	MN	55485-5022	
Charter Industrial Supply Inc		7832 Ostrow St			San Diego	CA	92111	
Chesapeake Bay Bridge and Tunnel District		32386 Lankford Highway			Cape Charles	VA	23310	
Chesapeake Tunnel Joint Venture		2377 Ferry Road			Virginia Beach	VA	23455	
Chevron North America Exploration & Production		Mid Continent Business Unit, 41st Floor Supply			Houston	TX	77002	
Chevron North America Exploration & Production		1400 Smith St			Houston	TX	77002	
Chevron U.S.A. Inc.,		PO Box 2100			Houston	TX	77252-2100	
Chief Oilfield Services		2309 Garden City Highway			Midland	TX	79701	
Chubb Insurance Company of Canada		330 - 5th Avenue SW			Calgary	AB	T2P 0L4	Canada
Cintas - Acct 11987097 - PA - #0531		PO Box 630910			Cincinnati	OH	45263-0910	
Cintas Canada Limited	c/o C3005	PO Box 2572 StnM			Calgary	AB	T2P 3L4	Canada
Cintas First Aid & Safety		PO Box 631025			Cincinnati	OH	45263-1025	
Cintas-Midland # 440		768 Walnut St			Abilene	TX	79601	
Cintas-Rio Vista #492		PO Box 650838			Dallas	TX	75265-0838	
City of St. Albert		5 St. Anne Street			St. Albert	AB	T8N 3Z9	Canada
CLC Lodging		3199 Beaumont Centre Circle			Lexington	KY	40513	
Clean Slurry Technology, Inc		4101 Union Ave Suite 5			Bakersfield	CA	93305	
Clean Soil Services		85 Vickers Road			Etobicoke	ON	M9B 1C1	Canada
Clean Soils Services Ltd		85 Vickers Road			Etobicoke	ON	M9B 1C1	Canada
Cloverdale Paint Inc.		9735-28th Ave			Edmonton	AB	T6N 1N4	Canada
CNX		1000 Consol Energy Drive			Canonsburg	PA	15317	
CNX Resources Corporation		CNX Center, 1000 Consol Energy Drive			Canonsburg	PA	15317	
COG Operating LLC		One Concho Center 600 W. Illinois Avenue			Midland	TX	79701	
Cole International USA Inc		2094 Grand Island Blvd			Grand Island	NY	14072	
Cole International USA Inc.		1775 Baseline Rd Ste 280			Grand Island	NY	14072	
Collins Float Systems		17453 Nesbitt Line			Nestleton	ON	L0B 1L0	Canada
Commodity Trucking Acquisition LLC		14032 Santa Ana Ave			Fontana	CA	92337	
Complete Energy Innovations INC		# 2 1504-8th Street			Nisku	AB	T9E 7S6	Canada
Concho Resources		One Concho Center, 600 W. Illinois Avenue			Midland	TX	79701	
Concur Technologies, Inc.		62157 Collections Center Drive			Chicago	IL	60693	
Conoco Phillips Company		743 -Horizon Court			Grand Junction	CO	81505	
Conoco Phillips Company		925 N Eldridge Pkwy			Houston	TX	77079	
Cook Inlet Energy LLC		Suite 310, 601 W. 5th Avenue			Anchorage	AK	99501	



Exhibit E
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Copy Tech Systems Inc.		PO Box 543221			Dallas	TX	75354-3221	
Corporate Services, LLC		3801 Plaza Tower Dr.			Baton Rouge	LA	70816	
Corporation Service Company		PO Box 13397			Philadelphia	PA	19101-3397	
Corporation Service Company	Attn: Joanne Smith	251 Little Falls			Wilmington	DE	19808	
Creative Lodging Solutions		PO Box 746276			Atlanta	GA	30374	
Crew Support Services II, LLC		1509 W Wall St. Ste 114			Midland	TX	79701	
Crocodile Products		32227 Township Rd 243A			Calgary	AB	T3Z 2M8	Canada
Crouse's Cleaners		10007 - 98 Avenue			Grande Prairie	AB	T8V 6P8	Canada
Crowheart Energy		1225 17th Street # 1750			Denver	CO	80202	
CrownQuest Operating LLC		PO Box 53310			Midland	TX	79710	
CrownQuest Operating LLC		18 Desta Dr			Midland	TX	79705	
Crum & Forster		305 Madison Avenue			Morristown	NJ	07962	
Crum & Forster		PO Box 2807			Houston	TX	77252-2807	
CS Engineering Inc.		PO Box 1406			Camrose	AB	T4V 1X3	Canada
CSD Millwright & Fabrication Ltd		150-50054 Range Road 232			Leduc County	AB	T4X 0K8	Canada
CSD Millwright and Fabrication Ltd.		150-50054 Range Road 232			Leduc County	AB	T4X 0K8	Canada
Culligan Water		PO Box 60275			Midland	TX	79711-0275	
Cypress - Fairbanks ISD	c/o Linebarger Goggan Blair & Sampson, LLP	Attn: Tara L. Grundemeier	PO Box 3064		Houston	TX	77253-3064	
Cypress - Fairbanks ISD		10494 Jones Rd Rm 106			Houston	TX	77065	
Dakota Fluid Power, Inc.		3409 N Lewis Avenue			Sioux Falls	SD	57104	
Dalton Trucking Inc		PO Box 2100			Rancho Cucamonga	CA	91729-2100	
Daniel's Electrical Solutions LLC	Attn: Daniel Guerrero	301 Thelma Drive. Unit 421			Casper	WY	82609	
Datavox, Inc.		PO Box 660831			Dallas	TX	75266-0831	
Davis Vision		PO Box 382038			Pittsburgh	PA	15251	
Dealers Electrical Supply		PO Box 2535			Waco	TX	76702-2535	
Dealers First Financial L.L.C.		PO Box 218649			Houston	TX	77218-8649	
Deep Rock		PO Box 660579			Dallas	TX	75266-0579	
Deloitte LLP		Suite 700	850 - 2nd Street SW		Calgary	AB	T2P 0R8	Canada
Denali Water Solutions		3308 Bernice Ave			Russelville	AR	72802	
Derrick Corporation		590 Duke Rd.			Buffalo	NY	14225	
Derrick Corporation - Midland		590 Duke Rd			Buffalo	NY	14225	
Derrick Corporation - PA		590 Duke Rd.			Buffalo	NY	14225	
Derrick Corporation - RV		590 Duke Rd			Buffalo	NY	14225	
Derrick Solutions International (Canada) Inc		101 3906 71 St Ave			Leduc	AB	T9E 0R3	Canada
Devonaire Cleaners		4913 - 52 Avenue			Leduc	AB	T9E 7H6	Canada
DEW Electric, Inc.		189 Enterprise Lane			Connellsville	PA	15425	
DFW Waste Oil Service, Inc.		PO Box 40531			Fort Worth	TX	76140	
DI-CORP Drilling Fluid Supply		8750 - 53 Avenue			Edmonton	AB	T6E 5G2	Canada
Dimension Oilfield Products LLC	Joseph Storm McFarland	PO Box 1733			Humble	TX	77347	
Direct Horizontal		410 - 600 6th Avenue SW			Calgary	AB	T2P 0S5	Canada
Direct Horizontal Drilling Inc.		#3 26318 TWP 531A			Acheson	AB	T7X 3B2	Canada
Direct Horizontal Drilling Inc.		PO Box 4027			Spruce Grove	AB	T7X 3B2	Canada
DISA Inc.		Dept 3731	PO Box 123731		Dallas	TX	75312-3731	
Discovery Benefits, Inc		PO Box 9528			Fargo	ND	58106-9528	
Discovery Natural Resources		410 17th Street, Suite 900			Denver	CO	80202	
Distribution Now - ND		PO Box 200822			Dallas	TX	75320-0822	
Don's Lawn Service/Armadillo Nursery		1105 S Caddo ST			Cleburne	TX	76031	
Doyon		11500 C St			Ankorage	AK	9951	
Dragados Canada Inc		212- 150 Isabella Street			Ottawa	ON	K1S1V7	
DWM Consulting Llc		PO BOX 9979			Lake Dallas	TX	75065	
DWM Consulting, LLC		507 Main Street	Suite D		Lake Dallas	TX	75065	
DXP Enterprises, Inc. - Midland		PO Box 840511			Dallas	TX	75284-0511	
E & V Oil Field Services		903 W Industrial Ave.			Midland	TX	79701	
Eastwood Oilfield Consulting Services		4305 North Garfield Street	Suite 236A		Midland	TX	79705	
Eastwood Oilfield Consulting Services, LLC	c/o The Brady Firm, P.C.	Attn: Richard D. Brady	PO Box 5050		Liberty	TX	77575	
Eastwood Oilfield Consulting Services, LLC		7502 Shadyvilla Lane			Houston	TX	77055	
Eastwood Oilfield Consulting Services, LLC	c/o The Brady Firm, PC	Attn: Richard D. Brady	PO Box 5050		Liberty	TX	77575	
ECO Facility Services, LLC		2835 Yorktown Drive			Bismarck	ND	58503	
Element Fleet Management Inc		PO Box 57152	Postal Station A		Toronto	ON	M5W 5M5	Canada



Exhibit E

Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Element Petroleum Operating		110 W. Louisiana			Midland	TX	79701	
Elemental Fleet Management Inc.		PO Box 57152, Postal Station A			Toronto	ON	M5W 5M5	Canada
Elliott Electric Supply, Inc. - RV		PO Box 630610			Nacogdoches	TX	75963	
Elliott Electric Supply, Inc. - Midland		PO Box 630610			Nacogdoches	TX	75963	
Emkay Canada Leasing Corp		109 Atlantic Ave	Suite 300		Toronto	ON	M6K 1X4	Canada
Emkay Canada Leasing Corp.		PO Box 15005, Station A			Toronto	ON	M5W 1C1	Canada
Encanex Environmental Oil and Gas		129 McNamara Drive, Suite 3			Paradise	NL	A1L 0A7	Canada
Encanex Environmental Oil and Gas		6 Long Lake Drive			Halifax	NS	B3S 1T4	Canada
Encore Industrial Products LLC		PO Box 300			Barker	TX	77413-0300	
Endeavor		110 N. Marienfeld St., Suite 200			Midland	TX	79701	
Endeavor Energy Resources		110 N. Marienfeld, Suite 200			Midland	TX	79701	
Enerkem Alberta Biofuels LP		13111 Meridian Street NE, Suite 460			Edmonton	AB	T6S 1G9	Canada
EnerPlus Resources (USA) Corporation		950 17th Street, Suite 2200			Denver	CO	80202-2805	
Enerplus Resources Fund (USA)		Wells Fargo Center, 1300 1700 Lincoln St			Denver	CO	80203	
Entrec Cranes & Heavy Haul, Inc.		4003 SCR 1294			Odessa	TX	79765	
Enviro Tech		7600 Jefferson Circle			Colleyville	TX	76034	
Environmental Managment Specialists, Inc		6909 Engle Road, Suite C-31			Cleveland	OH	44130	
Environmental Materials Inc.		PO Box 22745			Billings	MT	59104	
EOG Resources Inc.		19100 Ridgeway PKWY #2			San Antonio	TX	78259	
EOG Resources Inc.		1111 Bagby St, Sky, Lobby 2			Houston	TX	77002	
EOG Resources Inc.		421 W. Third street Suite 150			Fort Worth	TX	76102	
EOG Resources Inc.		5509 Champions Drive			Midland	TX	79706	
EOG Resources Inc.		PO Box 4362			Houston	TX	77210-4362	
Epic Promotions		5327 Inker St			Houston	TX	77007	
EQT Corporation		EQT Plaza, 925 Liberty Avenue, Suite 1700			Pittsburgh	PA	15222	
EQT Corporation		625 Liberty Avenue			Pittsburgh	PA	15222	
EQUINOR (Statoil)		2107 CityWest Blvd			Houston,	TX	77042	
EquipmentShare.com Inc		500 North Akard St.	Ste 2700		Dallas	TX	75201	
eScreen Canada ULC		6046 12 Street SE	Suite 140		Calgary	AB	T2H 2X2	Canada
Euler Hermes N. A. Insurance Co. Agent of Corporate Lodging Consultants, Inc. Claim ID 000443826	c/o Euler Hermes North America Insurance Company	Attn: Susan Horn	800 Red Brook Blvd.		Owings Mills	MD	21117	
Euler Hermes N.A. Insurance Co Agent of Quantum 5 Consultants, LLC	c/o Euler Hermes North America Insurance Company	Attn: Attn: Susan Horn	800 Red Rock Blvd.		Owings Mills	MD	21117	
Executive Royal Inn Leduc		8450 Sparrow Drive			Leduc	AB	T9E 7G4	Canada
Express Services, Inc.		PO Box 203901			Dallas	TX	75320-3901	
Fastenal Company - Midland		PO Box 1286			Winona	MN	55987-0978	
Fastenal Company - ND		PO Box 1286			Winona	MN	55987-0978	
Fastenal Company - PA		PO Box 1286			Winona	MN	55987-0978	
Fastenal Company - RV		PO Box 1286			Winona	MN	55987-0978	
Fay Penn Economic Development Council		407, 2 West Main Street			Uniontown	PA	15401	
Fay-Penn Economic Dev. Council		1040 Eberly Way	Suite 200		Lemont Furnace	PA	15456	
FCX Performance, Inc.	Attn: Jordan Moore	1 Applied Plaza			Cleveland	OH	44115	
FedEx - Acct# 3548-2983-5		PO Box 94515			Palatine	IL	60094-4515	
FedEx - Dallas, TX - Acct# 3009-6413-3		PO Box 660481			Dallas	TX	75266-0481	
FedEx - PA - Acct# 5756-1362-4		PO Box 371461			Pittsburgh	PA	15250-7461	
FedEx Freight - Acct# 666244664		PO Box 10306			Palatine	IL	60055-0306	
Ferguson Enterprises Inc		PO Box 802817			Chicago	IL	60680	
Firebird Energy LLC		4880 Boat Club Road, Suite 130			Fort Worth	TX	76135	
Firebird Energy LLC		4880 Boat Club Rd #110			Fort Worth	TX	76135	
Firebird Energy, LLC		7900 W Hwy 90			Midland	TX	79714	
First Insurance Funding of Canada		20 Toronto St	Suite 700		Toronto	ON	M5C 2B8	Canada
Firstonsite Restoration L.P.		60 Admiral Boulevard			Mississauga	ON	L5T 2W1	Canada
Flash Oilfield Services		1414 S Alleghaney Ave			Odessa	TX	79761	
Flash Oilfield Services	c/o Kelly, Morgan, Dennis, Corzine & Hansen, P.C.	Attn: Michael G. Kelly	PO Box 1311		Odessa	TX	79760-1311	
Frontier Access-Hillsboro		PO Box 1283			Hillsboro	TX	76645	



Exhibit E
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
FSI Holdings LLC dba Fluid System Inc - Midland		18703 Intercontinental Crossing Dr.			Houston	TX	77073	
FSI Screens LLC		18703 Intercontinental Crossing Drive			Houston	TX	77073	
Fulcrum Consulting Inc		2915 Skyview Dr			Wylie	TX	75098	
Furie		3601 C St #1424			Ankorage	AK	99503	
Furie Operating Alaska LLC		188 W. Northern Lights Blvd., Suite 620			Anchorage	AK	99503	
G.K. Mechanical (1997) Ltd.		711038 RGE Rd 64			Cnty of Grande Prairie No 1	AB	T8W 5B8	Canada
Genesis		9701 N Broadway Ext.			Oklahoma City	OK	73114	
GFL Environmental Inc.		PO Box 150			Concord	ON	L4K 1B2	Canada
Glacier		188 W Northern Lights, Ste. 510			Ankorage	AK	99503	
Glacier Oil & Gas Corporation		4601 Washington Ave Suite 220			Houston	TX	77002	
Glenn's Welding & Trailer Supplies		121 Eastdale Drive			Bismarck	ND	58501	
Global Bearings & PT Inc		PO Box 851977			MESQUITE	TX	75149	
Godfrey Propane Company		2103 S. Main Street			Cleburne	TX	76033	
Grainger - Midland		Dept.874250442	PO Box 419267		Kansas City	MO	64141-6267	
Grainger - ND		Dept.874250442	PO Box 419267		Kansas City	MO	64141-6267	
Grainger - RV		Dept. 874250442	PO Box 419267		Kansas City	MO	64141-6267	
Granite Construction Company	c/o Padfield & Stout L.L.P.	Attn: Christopher V. Arisco	420 Throckmorton Street, Suite 1210		Fort Worth	TX	76102	
Granite Construction Company		585 W Beach St			Watsonville	CA	95076-512	
Gravity Oilfield Services, LLC		P.O Box 734128			Dallas	TX	75373-4128	
Green Line Hose & Fittings		3755 Roper Road			Edmonton	AB	T6B 3S5	Canada
Gregg Distributors		16215-118 Avenue			Edmonton	AB	T5V 1C7	Canada
Gryphonesp LLC		1210 Antoine Dr			HOUSTON	TX	77055	
GSS Construction & Oilfield Supplies		3396 Swan Lake Road			Bossier City	LA	71111	
GSS Construction & Oilfield Supplies - Midland		3396 Swan Lake Road			Bossier City	LA	71111	
GT Chandler Contracting Ltd		PO Box 25202			Red Deer	AB	T4R 2M2	Canada
GTech USA		27341 Spectrum Way			Oak Ridge North	TX	77385	
Gulf Coast Centrifuge & Machining, Inc.		26343 Anderson Rd.			Magnolia	TX	77354	
Gulf Coast Centrifuge & Machining, Inc. - Midland		26343 Anderson Rd.			Magnolia	TX	77354	
Gulf Coast Centrifuge & Machining, Inc. - RV		26343 Anderson Rd			Magnolia	TX	77354	
Halcon Operating Co. Inc.		Suite 6700, 1000 Louisiana Street			Houston	TX	77002	
Hannathon Petroleum		223 W Wall St., #800			Midland	TX	79701	
Hannathon Petroleum, LLC		223 West Wall Street, Suite 800			Midland	TX	79701	
Harris County et al	c/o Linebarger Goggan Blair & Sampson, LLP	Attn: Tara L. Grundemeier	PO Box 3064		Houston	TX	77253-3064	
Harris County, et al		PO Box 3547			Houston	TX	77253-3547	
Heat Welding Ltd.		9441 90A Street			Grande Prairie	AB	T8V 2Z9	Canada
High Country Crane Service	Attn: Kent A Lundine	PO Box 482			Mills	WY	82644-0482	
Hilcorp		3800 Centerpoint Dr #1400			Ankorage	AK	99503	
Hire Performance Inc.		3075 14th Avenue	Suite 213		Markham	ON	L3R 0G9	Canada
HiTEK Urethane Global Ltd.		904 - 17th Avenue			Nisku	AB	T6E 0G5	Canada
Horizon Cable Service Inc		P.O Box 270895			Oklahoma City	OK	73137	
Horizon Mud Company Inc		PO Box 205338			Dallas	TX	75320-5338	
Hose & Rubber Supply		1307 Elk St.			Rock Springs	WY	82901	
Hoss Rentals, Inc		PO Box 2524			Watford City	ND	58854	
Hotsy Equipment Company		2045 Wilson Street			Dunbar	WV	25064	
HR Direct		PO Box 669390			Pompano Beach	FL	33066-9390	
HSBC Bank Canada		407 - 8th Avenue S.W.			Calgary	AB	T2P 1E5	Canada
Huntley and Huntley Energy Exploration, LLC		2660 Monroeville Boulevard			Monroeville	PA	15143	
Hurd Oil Field Service, Inc.		PO Box 728			Jacksboro	TX	76458	
IA Financial Group		400-988 Broadway W	PO Box 5900		Vancouver	BC	V6B 5H6	Canada
Iconix Waterworks		19900 84th Avenue			Langley	BC	V2Y 3C2	Canada
IMA of Colorado Inc.		1705 17th Street, Suite No. 100			Denver	CO	80202-1260	
InCloud, LLC		PO Box 101902			Pasadena	CA	91189-1902	
INEOS USA Oil and Gas LLC		Suite 100, 2600 South Shore Boulevard			League City	TX	77573	
Integrity Control Services		851International Pkwy	Suite 135		Richardson	TX	75081	



Exhibit E
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Integrity Control Services - RV		851International Pkwy	Suite 135		Richardson	TX	75081	
Interstate Power Systems		NW 7244	PO Box 1450		Minneapolis	MN	55485-7244	
IPFS Corp		301 West 11th St	4th Floor - PO Box 419090		Kansas City	MO	64141-6090	
Iron Mountain		PO Box 3527 Station A			Toronto	ON	M5W 3G4	Canada
Iron Oil		2507 Montana Ave			Billings	MT	59101	
Ironhand Welding Ltd.		50011-RR#240			Leduc	AB	T4X0M4	Canada
Ironshore Specialty Insurancy Company		175 Berkely Street			Boston	MA	02116	
IUOE Local 57 Funds		857 Central Avenue			Johnston	RI	2919	
Jay's Welding		2152 County Rd 138A			Mandan	ND	58554	
Jerome Distributing, Inc.		3420 Miriam Avenue	PO Box 3147		Bismarck	ND	58502	
Jesus Porras		600 W. New Jersey Ave.			Midland	TX	79701	
Jesus Rey DBA Rey's Welding	Attn: Jesus Rey	4213 West County Road 116			Midland	TX	79706	
Johnson County	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Attn: Eboney Cobb	500 E. Border Street	Suite 640	Arlington	TX	76010	
Johnson County	c/o Perdue Brandon Fielder et al	500 East Border Street	Suite 640		Arlington	TX	76010	
Jon Firestone		462 Claypike Road			Acme	PA	15610	
Jon Firestone Electric, LLC		462 Clay Pike Rd			Acme	PA	15610	
Jon Firestone Electric, LLC	c/o Bononi & Company PC	Attn Eric Elia Bononi	20 N. Pennsylvania Ave, Ste 201		Greensburg	PA	15601	
Jonny's Light Oilfield Hauling Ltd.		PO Box 214	2120 Sparrow Dr.		Nisku	AB	T9E 8A2	Canada
JR Contracting, LLC		499 Carlton Drive			Bentleyville	PA	15314	
JWC Environmental Inc.-		2850 S. Red Hill Ave Suite 125			Santa Ana	CA	92705	
Keller Foundations Ltd.		UNIT 130 9347 200A Street			Langley	BC	V1M-0B3	Canada
Keystone Clearwater		34 Northeast Drive			Hershey	PA	17033	
Kiewit Foundations Equipment		PO Box 452500			Omaha	NE	68145	
Kiewit Ledcor TMEP Partnership		310 - 4350 Still Creek Drive			Burnaby	BC	V5C 0G5	Canada
Kiewit Power Constructors Co.		PO Box 452500			Omaha	NE	68145	
KLX Energy Services, LLC		3040 Post Oak Blvd, 15th Floor			Houston	TX	77056	
Konecranes Inc.		PO Box 641807			Pittsburgh	PA	15264-1807	
Kotana Communications		1819 1st Ave W			Williston	ND	58801	
Kracken		9805 Katy Freeway Suite 300			Houston	TX	77024	
Kraken Operating LLC		9821 Kay Freeway, Suite 460			Houston	TX	77024	
KTML Contractors, LLC		815 Ray Canton Rd			Belmont	LA	71406	
KWH Technologies Inc		805 Tall Pine Ct			Keller	TX	76248	
L & S Electric Inc.		5101 Mesker Street	PO Box 740		Schofield	WI	54476-0740	
Landstar Canada Inc		c/o T56150C	PO Box 56150 STN A		Toronto	ON	M5W 4L1	Canada
Landstar Ranger	Attn: Erica Serrano	13410 Sutton Park Dr S			Jacksonville	FL	32224	
Landstar Ranger, INC		PO Box 784293			Philadelphia	PA	19178-4293	
Laredo Petroleum		15, 6th Street West, Suite 900			Tulsa	OK	74119	
Leaf Commercial Capital Inc		PO Box 5066			Hartford	CT	06102-5066	
Leduc Safety Service Ltd.		1903 4 Street			Nisku	AB	T9E 7V2	Canada
Leek Safety & Fire Equipment, Inc.		PO Box 1583			Odessa	TX	79760	
Lees Plumbing & Excavating Inc	Attn: Robert Lee Jurosko, Jr.	469 Lambert Footedale Road			New Salem	PA	15468	
Leibl & Kirkwood		12250 El Camino Real	Ste 350		San Diego	CA	92130	
Liberty Mutual Insurance		PO Box 91012			Chicago	IL	60680-1110	
Liberty Mutual Insurance		181 Bay Street, Suite 1000, Brookfield Place			Toronto	ON	M5J 2T3	Canada
Liberty Resource Management Company LLC		Suite 2200, 1200 17 Street			Denver	CO	80202	
Lightning Oilfield Services, Inc.		PO Box 41047			Baton Rouge	LA	70835	
Lime Rock Resources Iii Lp		1111 BAGBY STREET, SUITE 4600			Houston	TX	77002	
Limerock Resources		1111 Bagby St., #4600			Houston	TX	77002	
Lincoln Contractors Supply		PO Box 270168			MILWAUKEE	WI	53227	
Linehaul Logistics Inc		7550 HWY 27	Unit #8		Woodbridge	ON	L4H 0S2	Canada
Loaded Dice Safety	Attn: Kye Christopher	PO Box 13627			Odessa	TX	79768	
Longhorn Safety		PO. Box 69091			Odessa	TX	79769	
M2 Polymer Technologies Inc		17N580 Adams Drive			West Dundee	IL	60118-0365	
MagTec Alaska, LLC		43385 Kenai Spur Highway			Kenai	AK	99611	
Malcolm Drilling Co Inc		3503 Breakwater Court			Hayward	CA	94545	
Malcolm Drilling Company Inc.		4926 N. Azusa Canyon Road			Irwindale	CA	91706	
Malloy Electric		809 W. Russell Street			Sioux Falls	SD	57104	



Exhibit E
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Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Mandan Police Department		205 1st Avenue NW			Mandan	ND	58554	
Maradi X Inc		PO Box 682691			Franklin	TN	37068	
Maradis X Inc (formerly Absolute Investments)		PO Box 9484			Midland	TX	79708	
Marathon		5555 San Felipe St.			Houston	TX	77056	
Marathon Oil Company		5555 San Felipe Road			Houston	TX	77056-2725	
Marathon Oil Corporation		9 Greenway Plaza, Suite 1950			Houston	TX	77046	
Marathon Oil Corporation		PO Box 147			Houston	TX	77001-147	
Marsh Canada Limited		222 3rd Avenue SW Suite 1100			Calgary	AB	T2P 0P4	Canada
Marsh Canada Limited		1100 222 - 3 Avenue SW			Calgary	AB	T2P 0B4	Canada
Master Pumps and Equipment		805 Port America Place	Suite 100		Grapevine	TX	76051	
Master Pumps and Equipment Corporation	Schyler Evan Burns	PO 1778			Grapevine	TX	76099	
Matador Production Company		PO BOX 210454			Dallas	TX	75211	
Matador Resource Company		5400 Lyndon B Johnson Fwy, Suite 1500			Dallas	TX	75240	
Matheson Tri - Gas Inc		PO Box 347297			Pittsburgh	PA	15251-4297	
Max Fuel Distributors Ltd.		11410 - 97Ave			Grand Prairie	AB	T8V 5Z5	Canada
Maximum Construction and Electric LLC		PO Box 750			Bridgeport	WV	26330	
McCarty Equipment, CO., Ltd - ND		PO Box 841388			Dallas	TX	75284-1388	
McGill Hose & Coupling, Inc.		PO Box 408			East Longmeadow	MA	1028	
MCTT Oilfield Ltd.		Box 316			New Sarepta	AB	T0B 3M0	Canada
MDC Energy, LLC		24 Smith Rd, Suite 501A			Midland	TX	79705	
Midland Central Appraisal District	Attn: Laura J. Monroe	PO Box 817			Lubbock	TX	79408	
Midland Central Appraisal District	c/o McCreary, Veselka, Bragg & Allen, P.C.	Attn: Tara LeDay	PO Box 1269		Round Rock	TX	78680	
Midland Central Appraisal District		PO Box 908002			Midland	TX	79708-0002	
Midland County	c/o Perdue, Brandon, Fielder, Collins, & Mott, L.L.P.	Attn: Laura J. Monroe	PO Box 817		Lubbock	TX	79408	
Midway Machining Inc		3409 N Lewis Ave			Sioux Falls	SD	57104	
Midwest Hose & Specialty		PO Box 96558			Oklahoma City	OK	73143-6558	
Mine Belt Service Inc.		Old Route 50 East	PO Box 2422		Clarksburg	WV	26302-2422	
Missouri Basin Materials		1813 Northern Plains Dr.			Bismarck	ND	58504	
Mobile Mini		PO Box 650882			Dallas	TX	75265-0882	
Morneau Shepell Ltd.		PO Box 6124, Postal Station F			Toronto	ON	M4W 2Z2	Canada
Motion Industries		PO Box 98412			Chicago	IL	60693-8412	
Motion Industries	Attn: Anthony Bush	1605 Alton Road			Irondale	AL	35210	
Motion Industries, (Canada) Inc		PO Box 9165	Station M		Calgary	AB	T2P 5E1	Canada
Motor-Tech Corp.		1121 N. Main			Cleburne	TX	76033	
Mountain Valley Supply LLC		PO Box 3977			Littleton	CO	80161-3977	
Mr. Squeegee Window Cleaning, Inc.		PO Box 49			Bismarck	ND	58502	
MudMasters		739 Southgate Parkway			Cambridge	OH	43725	
Muskat, Mahony, Devine & Moses, LP	Michael J. Muskat	1201 Louisiana St. #850			Houston	TX	77002	
Myarc Electric Ltd.		Unit 101 6051 47th Street			Leduc	AB	T9E 7A5	Canada
Nahanni Construction Ltd.		100 Nahanni Drive			Yellowknife	NT	X1A 2P6	
Nahanni Construction Ltd.		100 Nahanni Dr			Yellowknife	NT	X1A 2P6	
Napa Auto Parts - Bismarck		PO Box 1275			Bismarck	ND	58502-1275	
National Bank of Canada		311 - 6th Avenue S.W.	Suite 600		Calgary	AB	T2P 3H2	Canada
National Oilwell Varco		PO Box 202631			Dallas	TX	75320-2631	
National Tank & Equipment , LLC		500 W. 5th Street	Suite 750		Austin	TX	78701	
Neil Withers		PO Box 626			Grande Prairie	AB	T8V 3A8	Canada
Netsch Pumps North America LLC		119 Pickering Way			Exton	PA	19341	
Newfield Exploration Company		4 Waterway Square Place, Suite 100			The Woodlands,	TX	77380	
NFR Global, LLC		PO Box 748613			Los Angeles	CA	90074-8613	
NFR Global, LLC		26 West Dry Creek Circle, Suite 600			Littleton	CO	80120	
Nisku Nut & Bolt		#3 2002 8th Street			NISKU	AB	T9E 7Y8	Canada
Noble Drilling Llc		2020 Caribou Drive, Unit 201			Fort Collins	CO	80525	
Noble Energy Inc		925 N. Eldridge Parkway			Houston	TX	77070	
North Dakota State Tax Commissioner		600 E. Boulevard Ave	Dept 127		Bismarck	ND	58505-0599	
North Face Mechanical Ltd.		PO Box 5215			Spruce Grove	AB	T7X 3A3	Canada



Exhibit E
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Northern Metalic Sales (GP) Ltd		7405 - 99 Street			Clairmont	AB	T8X 5B1	Canada
Northern Metalic Sales (PR) Ltd		8008 102 Avenue			Peace River	AB	T8S 1M6	Canada
Northern States Supply, Inc.		600 Industrial Drive			Willmar	MN	56201	
Northwest Industrial Supply, Inc		PO Box 1895			Bismarck	ND	58502-1895	
Northwest Tire, Inc		PO Box 6247			Bismarck	ND	58506	
Norton Rose Fulbright Canada LLP		400 3rd Avenue SW	Suite 3700		Calgary	AB	T2P 4H2	Canada
NOVA MUD, INC		PO BOX 2703			Hobbs	NM	88241	
NWT Safety Supplies		Bay 2 1906 - 4th Street			Nisku	AB	T9E 7T8	Canada
Occidental Oil and Gas Corporation		PO Box 4292			Houston	TX	77227-7757	
Odessa Parts Plus		PO Box 7757			Fort Worth	TX	76111	
Odessa Pumps & Equipment, Inc.		PO Box 60429			Midland	TX	79711-0429	
OFI Testing Equipment, Inc - Midland		11302 Steeplecrest Dr.			Houston	TX	77065	
Oil and Gas Safety Supply		52 Murland Ave			Washington	PA	15301	
Oil Search (Alaska), LLC		PO Box 240927			Anchorage	AK	99524	
Oil Search (Alaska), LLC		900 E. Benson Blvd.			Anchorage	AK	99508	
Oilsearch		East Benson Blvd, PO Box 240927			Ankorage	AK	99524-0927	
OK Tire Store Inc		2224 Main Ave			Fargo	ND	58103	
Olympus HEXX		501 Technology Drive, Suite 1200			Canonsburg	PA	15317	
Onni Contracting Ltd.		200-1010 Seymour St.			Vancouver	BC	V6B 3M6	Canada
Operating Engineers Trust Funds		100 Corson Street Suite #100			Pasadena	CA	91103	
OXY		5 Greenway Plaza			Houston	TX	77046	
OXY USA		PO BOX 534			Addison	TX	75001	
Oxy USA, Inc.		5 Greenway Plaza, Suite 110			Houston	TX	77046-0521	
Pace Oilfield Hauling Inc		3404 79th Avenue			Leduc	AB	T9E 0Z5	Canada
Parsley		303 Colorado St #3000			Austin	TX	78701	
Parsley Energy Operations, LLC		PO Box 11090			Midland	TX	79702	
PB Metal Fab LLC		35955 139th St.			Ipswich	SD	57451	
PDC Energy		PO Box 26			Bridgeport	WV	26330	
Penn Energy		1000 Commerce Drive Suite 100			Pittsburgh	PA	15275	
Permian Basin Aire Serv		PO Box 4591			Midland	TX	79704	
Permian Deep Rock Oil		PO BOX 2071			Midland	TX	79702	
Permian Deep Rock Oil		PO Box 11405			Midland	TX	79702	
Permian Deep Rock Oil Company		903 8 Ave SW #900			Calgary	AB	T2P 0P7	Canada
Permian Electrical Resources		7020 N Country Road W			Odessa	TX	79764	
Pete Insana Auto & Truck Repair & Towing		139 - 140 Ohio Street			Washington	PA	15301	
Petrofrontier Corporation		PO BOX 87			Tees	AB	T0C2N0	Canada
Petroleum Wholesale L.P (Western Auto)		PO Box 4456			Houston	TX	77210-4456	
Pierce Pump Company		PO Box 712465			Cincinnati	OH	45271-2465	
Pioneer Mat Washing Corporation		777 Hidden Ridge			Irving	TX	75038	
Pioneer Natural Resources Usa, Inc.		5205 N. OConnor Blvd, Ste 200			Irving	TX	75039	
Piper Mechanic and Welding	Attn: Kenneth F Piper Jr	1159 Bethel Church Road			Latrobe	PA	15650	
PipeTech		3311 – 114 Avenue SE			Calgary	AB	T2Z 3X2	Canada
Pitney Bowes		PO Box 278			Orangeville	ON	L9W 2Z7	Canada
Pitney Bowes Global Financial Services LLC		PO Box 371887			Pittsburgh	PA	15250-7887	
Pitney Bowes Inc	Grisselle Betancourt	27 Waterview Dr, 3rd Fl			Shelton	CT	06484	
Pitney Bows Inc		PO Box 371896			Pittsburgh	PA	15250	
Pitney Works		PO Box 280			Orangeville	ON	L9W 2Z7	Canada
Planet Coffee - Leduc		9408 39 Ave NW			Edmonton	AB	T6E 5T9	Canada
Plunkett's Pest Control Inc		40 NE 52ND WAY			FRIDLEY	MN	55421	
Podollan Inn & Rez		10131 Franklin Avenue			Fort McMurray	AB	T9H 2K8	Canada
Poor Boys Wash		7713 Sparrow Drive			Leduc	AB	T9E 0H3	Canada
Prairie Disposal Ltd.		PO Box 326			Grande Prairie	AB	T8V 3A5	Canada
Praxair Distribution		PO Box 2531 Station M			Calgary	AB	T2P 0S6	Canada
Praxair Distribution Inc		Dept CH 10660			Palatine	IL	60055-0660	
Precise Crossings Ltd		BOX 3852			Spruce Grove	AB	T7X 3B1	Canada
Prema Design-Build LLC		4600 E Washington Street, Suite 300			Phoenix	AZ	85034	
Primexx Energy		4849 Greenville Ave, #1600			Dallas	TX	75206	
Princess Auto		PO Box 1005			Winnipeg	MB	R3C 2W7	Canada
Producers Supply Co		121 Kiwi Drive			Waynesburg	PA	15370	
PTW Energy Services INC. - ND		DEPT CH 19870			Palatine	IL	60055-9870	



Exhibit E

Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Purchase Power		PO Box 371874			Pittsburgh	PA	15250-7874	
Pure Salt Baytown, LLC		4800 San Felipe			Houston	TX	77056	
Purity Oilfield Services, LLC.		2101 Cedar Springs Road	Suite 650		Dallas	TX	75201	
Quantum 5 Consultants, LLC		1151 Freeport Road	Ste 171		Pittsburgh	PA	15238	
Quest Engineering Inc		141 Cheshire Ln N	Ste 100		Plymouth	MN	55441-5492	
R.O.P Oilfield Supply & Rentals Ltd.		P.O Box 3381			Leduc	AB	T9E 6M2	Canada
Range Resources		3000 Town Center Boulevard			Canonsburg	PA	15317	
		380 Southpointe Blvd, Plaza II, Suite 300			Canonsburg	PA	15317	
Range Resources - Appalachia, LLC		495 N 7th St			Montpelier	ID	83254-1103	
Raw Resources and Consulting, LLC		3015 34th Street NW			Mandan	ND	58554	
RB3 LLC		PO Box 1272			Bismark	ND	58502	
Red River Supply, Inc.		1202 East Broadway	PO Box 1146		Williston	ND	58802-1146	
Red River Tax Agency		PO Box 570			Coushatta	LA	71019	
REDL Distributors Ltd.		3675-13 Street			Nisku	AB	T9E 1C5	Canada
Reliable Transport LLC		3008 Northshore Loop SE			MANDAN	ND	58554	
Renegade Energy Group Ltd.		101 7106 42 Street			Leduc	AB	T9E 0R8	Canada
Renegade Piping & Rig-Up Ltd		Bay 101 7106 - 42 St.			Leduc	AB	T9E0R8	Canada
Republic Services (Tervita)		PO Box 840730			Dallas	TX	75284-0730	
Republic Services (Tervita) - ND		PO Box 840730			Dallas	TX	75284-0730	
Revolution Fire Protection Ltd		2718 Yellowhead Trail N.E			Edmonton	AB	T6S 1C2	Canada
Rexel - TX - Midland		PO Box 840638			Dallas	TX	75284-0638	
Rey's Welding	co/ Jesus Rey DBA Rey's Welding	4213 West County Road 116			Midland	TX	79706	
Rick Chancellor		9602 Kemp Forest Drive			Houston	TX	77080	
Ricoh Canada Inc.		PO Box 1600 Streetsville RPO			MISSISSAUGA	ON	L5M 0M6	Canada
Ricoh USA, Inc - Ink and Toner		PO Box 827577			Philadelphia	PA	19182-7577	
Rimrock		5445 DTC Pkwy			Greenwood Village	CO	80111	
Rio Vista Independent School District	c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Attn: Eboney Cobb	500 E. Border Street	Suite 640	Arlington	TX	76010	
Riven Energy Services LTD		312 Simmonds Way			Leduc	AB	T9E 0X3	Canada
Robert B. Somerville		13176 Dufferin Street			King City	ON	L1S 2Y8	Canada
Rogers / Specialty Insurance Brokers Ltd.		800, 1331 Macleod Trail Se			Calgary	AB	T2G 0K3	Canada
Rotating Solutions		274 Service Road			Rayne	LA	70578	
Rotating Solutions - Midland		274 Service Road			Rayne	LA	70578	
Rotating Solutions - ND		274 Service Road			Rayne	LA	70578	
Rotating Solutions - RV		274 Service Road			Rayne	LA	70578	
Rotating Solutions, Inc.	c/o Johnston Clem Gifford PLLC	Attn: Kenneth Johnston, Robert Gifford, Sean Affleck & Ekaterina Long	1717 Main Street, Suite 3000		Dallas	TX	75201	
Rowlett Hardware		1460 W.Henderson			Cleburne	TX	76033	
RT&T Logistics Inc. - ND		300 Data Ct			Dubuque	IA	52003	
RT&T Logistics Inc. - PA		300 Data Ct			Dubuque	IA	52003	
RT&T Logistics Inc. - RV		300 Data Ct			Dubuque	IA	52003	
Ruff Equipment		PO Box 130400			The Woodlands	TX	77393	
Running Horse LLC		PO Box 327			Williamsville	NY	14231	
S H Crossing LP		1800 Augusta Drive	Suite 400		Houston	TX	77057	
Safety Works, LLC		23 Sims St.			Dickinson	ND	58601	
SafetyCulture Pty Ltd		221 Sturt Street			Townsville City	QLD	4810	Australia
Samken Logging		Box #857			Evansburg	AB	T0E 0T0	Canada
Sanitec		16671-113 Ave			Edmonton	AB	T5M 2X2	Canada
SBG Smith Supply, Inc.		309 East Gibbs Blvd			Glen Rose	TX	76043	
Schumacher Transportation Inc		PO Box 1732			Bismarck	ND	58502-1732	
SECA Underground Corporation		8228 Fischer RD			Baltimore	MD	21222	
Secure Energy Services USA LLC		5807 Front Street West			Williston	ND	58801	
Select Environmental Inc		223 MCCARTY ST			Houston	TX	77029	
SEM Operating Company		909 E SE Loop 323, UNIT 777			Tyler	TX	75701	
Sentrimax Centrifuges (USA) Inc.	Attn: Jeff Johnson	108 Sentry Drive			Mansfield	TX	76063	
Sentrimax Centrifuges (USA) Inc. - PA		108 Sentry Drive			Mansfield	TX	76063	
SH Crossing I, LP								
c/o Fuller Realty Partners		1800 August Drive, 4th Floor			Houston	TX	77057	
Shaw's Enterprises Ltd		2801 5th St			Nisku	AB	T9E 0C2	Canada



Exhibit E
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Sherie's Hotshot Services LLC	Attn: Sherie A. Aldridge	2608 Glencove Street			Burleson	TX	76028	
Shumar Welding & Machine Service Inc.		414 Stone Church Road			Grindstone	PA	15442	
Signs of Success		Attn: Ellis Brannam III	909 E Henderson		Cleburne	TX	76031	
Signs Plus		Attn: Steven Oyenik	1342 Greenbag Rd		Morgantown	WV	26508	
Sinclair O&G		550 E S Temple			Salt Lake City	UT	84102	
Sinclair Oil & Gas		PO BOX 30825			Salt Lake City	UT	84130	
Sinclair Well Products Inc		10602 Midway Ave			Cerritos	CA	90703	
Skillsoft Corporation		Bank of America	P.O. ox 405527		Atlanta	GA	30384-5527	
Slawson		1625 Broadway # 1450			Denver	CO	80202	
Slawson Exploration		1675 Broadway, Suite 1600			Denver	CO	80202	
Smiley's Rentals LLC		117 Teche Drive			Bossier City	LA	71111	
Smith Personnel Solutions		PO Box 803353			Dallas	TX	75380-3353	
Smith System Driver Improvement Institute Inc		PO Box 64495			Baltimore	MD	21264-4495	
Smith System Driver Improvement Institute, Inc		PO Box 64495			Baltimore	MD	21264-4495	
Snyder Brothers Inc.		90 Glade Drive			Kittanning	PA	16201	
Snyder Brothers Inc.		One Glade Park East, PO Box 1022			Kittanning	PA	16201	
Southeastern Freight Lines	Attn: Joyce L. Blanton	PO Box 1691			Columbia	SC	29202	
Southern Centrifuge and Dryer Repair LLC		5504 FM 1488			Magnolia	TX	77354	
Spur Oilfield Services Ltd.		2906-5 Street			Nisku	AB	T9E 0H1	Canada
St. Peter Metal Works LLC		5449 FM 933			Whitney	TX	76692	
Staples - Midland DA@B29117		PO Box 660409			Dallas	TX	75266-0409	
Staples - ND - DA@B35457		PO Box 660409			Dallas	TX	75266-0409	
Staples - PA - DA@B29374		PO Box 660409			Dallas	TX	75266-0409	
Staples Business Advantage	Attn: Tom Riggleman	7 Technology Circle			Columbia	SC	29203	
Staples Business Advantage		PO Box 105748			Atlanta	GA	30348	
Staples Inc. - RV - DA@B29493		PO Box 606409			Dallas	TX	75266-0409	
Stick 2 Ya Graf - X	Attn: Garret Arntz	7305 Moonlite Road			Bismarck	ND	58503	
StoneWall		600 Jefferson St	Ste 600		Lafayette	LA	70501-6987	
Storm Resources Ltd		215 2 Street Southwest #600			Calgary	AB	T2P 1M4	Canada
Storm Resources Ltd.		3300, 421 - 7th Avenue S.W.			Calgary	AB	T2P 4K9	Canada
Strox Systems, LLC		8524 Hwy N #438			Houston	TX	77095	
Sun Life Insurance		1121 Centre St NW Suite 101			Calgary	AB	T2E 7K6	Canada
Superior Energy Resources LLC		2691 US- 219			Brockway	PA	15827	
Swan Lake Farms LLC DBA SLR		3396 Swan Lake Road			Bossier City	LA	71111	
Synthex Organics, LLC		PO Box 98			Duncansville	PA	16635	
Tableau Software, Inc.		PO Box 204021			Dallas	TX	75320-4021	
Target Logistics Managment LLC		2170 Buckthorne Place	Suite 440		The Woodlands	TX	77380	
Tax Advisors Group LLC		12400 Coit Rd	Ste 960		Dallas	TX	75251	
TDT Consulting		31097 Columbia Dr.			Novi	MI	48377	
TDT Consulting		PO Box 3372			Burleson	TX	76087	
TDT Consulting LLC		31097 Coumbia Dr			Novi	MI	48377	
TDT Consulting, LLC		PO Box 3372			Burleson	TX	76097	
TDT Consulting, LLC	c/o M & P Law Offices	Attn: Timothy J. Mendolia	6900 E. Interstate 20		Aledo	TX	76008	
Tech Power		PO Box 168688			Irving	TX	75016	
Technicore Underground Inc		PO BOX 93089			Newmarket	ON	L3Y 8K3	Canada
Telsco Security Systems		12750 127 Street NW			Edmonton	AB	T5L 1A5	Canada
Telsco Security Systems		12750 127 Street NW			Edmonton	AB	T5L 1A5	Canada
TeraGo Networks Inc		PO Box 8956	Postal Station A		Toronto	ON	M5W 2C5	Canada
Terrapro Inc		53345 Range Road 232			Sherwood Park	AB	T8A 4V2	Canada
Tervita Corporation		140 10 Ave SE #1600			Calgary	AB	T2G 0R1	Canada
Texas Environmental Training and Compliance, LLC		PO Box 31			Frost	TX	76641	
The Crossing Company Inc.		1807 - 8th Street			Nisku	AB	T9E 7S8	Canada
The Sherwin Williams Co.PA		19 Mill St			Uniontown	PA	15401-3213	
The Sherwin-Williams Co. Midland		510 S Meadow Ave			Odessa	TX	79761	
The Sherwin-Williams Co. - TX		802 W Henderson St Ste B			Cleburne	TX	76033-4876	
The Sherwin-Williams Co.-ND		1500 E Century Ave			Bismarck	ND	58503	
The Silversand Services, Inc.		PO Box 840757			Houston	TX	77284-0757	



Exhibit E
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
The Toronto – Dominion Bank	c/o TD Business Banking	333 – 7th Avenue S.W. Suite 910			Calgary	AB	T2P 2Z1	Canada
The Ultimate Software Group, Inc		PO Box 930953			Atlanta	GA	31193-0953	
The Welding Shop GP Ltd		PO Box 914			Grande Prairie	AB	T8V 3Y1	Canada
Thomas Conveyor Company		PO Box 974066			Dallas	TX	75397-4066	
Tier One LLC		2 Penn Center West	Suite 328B		Pittsburgh	PA	15276	
Tier One LLC-Pennsylvania		2 Penn Center West	Suite 328B		Pittsburgh	PA	15276	
Titan Oilfield Hauling		405 - 18th Ave			Nisku	AB	T9E 7T5	Canada
Todd Colin – Rock Farm	c/o Baker & Associates	Attn: Reese W. Baker	950 Echo Lane, Ste 300		Houston	TX	77024	
Total Quality Logistics LLC		PO Box 634558			Cincinnati	OH	45245	
TP Electric & Power LLC		3252 STATE ROUTE 31			Acme	PA	15610	
Tractor & Equipment Co.		PO Box 58201			Tukwila	WA	98138-1201	
Trillium Pumps USA SLC LLC		440 West 800 South			Salt Lake City	UT	84101	
Triple J Pipelines Inc.		44 Collins Rd			Dawson Creek	BC	V1G 4H7	Canada
TXU Energy Retail Company LLC	Attn: Cynthia D. Ringler	PO Box 650393			Dallas	TX	75265	
Uline Canada Corporation		PO Box 3500 RPO Streetsville			Mississauga	ON	L5M 0S8	Canada
UniFirst Holdings, Inc - Midland		PO Box 1666			Odessa	TX	79760	
Union Leasing Inc		425 North Martingale Road	6th Floor		Schaumburg	IL	60173	
Union Leasing Inc.		PO Box 74007556			Chicago	IL	60674-7556	
Union Leasing, Inc.	c/o Honigman LLP	Attn: L. Lichtman & C. McGill	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226	
United Rentals		PO Box 100711			Atlanta	GA	30384-0711	
United Rentals	Siana Johnson	6125 Lakeview Road	#300		Charlotte	NC	28269	
United Rentals		501 C Street			Chula Vista	CA	91910-1407	
United Rentals (North America) Inc.	c/o Snow Spence Green LLP	Attn: Ross Spence	2929 Allen Parkway, Suite 2800		Houston	TX	77019	
Unum Life Insurance		PO Box 409548			Atlanta	GA	30384-9548	
Ursa Operating Company LLC		602 Sawyer St., Suite 710			Houston	TX	77007	
US Trinity Energy Services		200 Highland Circle			Argyle	TX	76226	
Utica Resource Operating, LLC		2167C St Rt 821			Marietta	OH	45750	
Utica Resources		2167C St. Rte. 821			Marietta	OH	45750	
V.D.M. Trucking Service Ltd.		PO Box 3078			Sherwood Park	AB	T8H 2T1	Canada
Velosio LLC		5747 Perimeter Dr	Suit 200		Dublin	OH	43017	
Viper Specialized Services LLC		2306 North FM 1788			Midland	TX	79707	
Vogel Law Firm		PO Box 1389			Fargo	ND	58107-1389	
Vortex Fluid Systems Inc.		6324 S. 69th East Place			Tulsa	OK	74133	
Waste Management - GJ		PO Box 7400			Pasadena	CA	91109-7400	
Waste Management Energy Services		1001 Fannin St.			Houston	TX	77002	
Waste Management Energy Services		153 Treeline Park, Suite 100			San Antonio	TX	78209	
Water Purity, Inc		PO Box 1174			Bismarck	ND	58502	
Waterbridge Resources		Three Memorial City Plaza, 840 Gessner, Suite 100			Houston	TX	77024	
WC Welding Services		162 Beaver Hollow Rd			Lakewood	PA	18439	
Wells Fargo Bank N.A. Professional Banking		740 Broadway			Denver	CO	80274	
Wesco Distribution		PO Box 641447			Pittsburgh	PA	15264-1447	
WESCO Distribution	Attn: Mary Ann Leo	200 E. Lies Road			Carol Stream	IL	60188	
West Electric & Machine Co., Inc.		8 West Electric Drive			Morgantown	WV	26508	
West Texas Premix Pits, LP		PO Box 1784			Midland	TX	79702	
White Glove Cleaning Services	Attn: Robert E Garms Jr.	1212 E Wadley Ave #303			Midland	TX	79705	
Whiting		1700 Lincoln St #4700			Denver	CO	80203	
Whiting Oil & Gas		1700 Broadway Suite 2300			Denver	CO	80290	
Wild Boar Logistics, LLC		PO Box 116			Lenora	TX	79749	
Windrow Earth Transport		14032 Santa Ana Avenue			Fontana	CA	92337	
WorkPartners		2646 Patterson Rd	Suite A		Grand Junction	CO	81506	
Workpartners Triage & Medical Management		420 Summit Ave			St Paul	MN	55102	
WorkSteps, Inc.		3019 Alvin Devane Blvd.	Suite 150		Austin	TX	78741	
Worldwide Express Franchise Holdings, LLC		2323 Victory Avenue			Dallas	TX	75219	
WPX Energy, Inc.		One Williams Center			Tulsa	OK	74172	
Wrangler Rentals Ltd		3911 Allard Ave			Leduc	AB	T9E 0R8	Canada
W-S Industrial Services, Inc		PO Box 461085			Papillion	NE	68046-1085	
WWEX Investment Holding		PO Box 733360			Dallas	TX	75373	
XTO		22777 Springwoods Village Pkwy.			Spring	TX	77389	



Exhibit E
Served Via First Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
XTO Energy		382 Road 3100			Aztec	NM	87410	
XYDOM Technologies Ltd.		1010 744 - 4th Ave SW			Calgary	AB	T2P 3T4	Canada
Zavanna		1200 17th St			Denver	CO	80202	
Zavanna, LLC		1200 17th Street, Suite 1100			Denver	CO	80202	
Zedcor Energy Services		7009 45 St.			Leduc	AB	T9E 7H1	Canada
ZK3 Industries, LLC		7140 Williams Street			Hitchcock	TX	77563	
Zurbuchen Oil, Inc.		309 Bruce St			Verona	WI	53593	

EXHIBIT 12

Norfleet, Kelli

From: Christopher Keliher <Christopher.Keliher@ca.ey.com>
Sent: Friday, August 14, 2020 5:22 PM
To: Rick Garland
Cc: Peter Chisholm
Subject: RE: BOS Solutions - Assignment of Executive Contract
Attachments: BOS- Order Extending Objection Deadline.pdf; BOS Sale Order.pdf; BOS Third Supplemental Cure Notice 4811-8530-2472 v.1.pdf

Importance: High

Rick,

I hope this email finds you well.

I wanted to give you a heads up that you should shortly be receiving a package of documents in the mail regarding the assignment of your Executive contract with BOS to Stage 3. For the sake of convenience, I have attached copies of those documents to this email.

The Receiver is available if you would like to discuss the attached documents. That said, the Receiver recommends that you retain counsel if you have questions about your legal rights or obligations given the proposed assignment.

Yours truly,



Christopher Keliher, JD, MBA, CIRP, LIT

Manager | Strategy and Transactions | Turnaround and Restructuring Strategy
Ernst & Young Inc., Calgary City Centre, 2200 – 215 2nd Street SW, Calgary AB, T2P 1M4, Canada
Direct: +1 403 206 5661 | Email: christopher.keliher@ca.ey.com

EXHIBIT 13

Norfleet, Kelli

From: Christopher Keliher <Christopher.Keliher@ca.ey.com>
Sent: Monday, August 17, 2020 12:18 PM
To: Rick Garland
Cc: Peter Chisholm
Subject: RE: BOS Solutions - Assignment of Executive Contract
Attachments: BOS Third Supplemental Cure Notice 4811-8530-2472 v.1.pdf

Hi Rick,

The package of documents was only sent out Friday. My email was designed to ensure that you received the documents as soon as possible.

The purpose of the documents you received is to advise you that the Receiver will be seeking to have your executive contract with BOS assigned to the Successful Bidder (i.e., Stage 3).

Information on what is required to object is outlined in the Third Supplemental Cure Schedule which I forwarded on Friday. I've attached a copy to this email again for ease of reference. Objections to the assumption and assignment of the agreement must be filed by no later than ten (10) days from Service of the Third Supplemental Cure Notice. As the documents were served on 14 August 2020, I understand that the deadline for you to file an objection is **Monday 24 August 2020**.

As noted in my prior email, the Receiver recommends that you retain counsel if you have specific questions about your legal rights or obligations (including questions on timelines, how to object, etc..).

Chris



Christopher Keliher, JD, MBA, CIRP, LIT

Manager | Strategy and Transactions | Turnaround and Restructuring Strategy
Ernst & Young Inc., Calgary City Centre, 2200 – 215 2nd Street SW, Calgary AB, T2P 1M4, Canada
Direct: +1 403 206 5661 | Email: christopher.keliher@ca.ey.com

From: Rick Garland <Rick.Garland@bos-solutions.com>
Sent: Sunday, August 16, 2020 9:11 PM
To: Christopher Keliher <Christopher.Keliher@ca.ey.com>
Cc: Peter Chisholm <peter.chisholm@ca.ey.com>
Subject: RE: BOS Solutions - Assignment of Executive Contract

Christopher,

Until receipt of this email, I have not been given any information about my employment contract with BOS Solutions, Inc. being assigned to Stage 3 or any purchaser. Please provide me details as to what I am required to do to object

to the assignment and by when this is required. I have not received any package or details and only received this email Friday afternoon after the close of business. I have not had an opportunity to engage counsel in this matter

due to this being my first correspondence late Friday. I will have to contact them during business hours after the weekend. What do these document mean and when am I required to act regarding this assignment. I do not have

knowledge of the process required and have not known about the contract with bankrupt BOS being assigned to anyone.



Rick Garland - President of Environment Solutions

☎ 281-477-5318 | ☎ 713-818-2930
📍 120 - 10343 Sam Houston Park Drive
📍 Houston, TX, 77064
🌐 www.bos-solutions.com

Solids and liquids separation, benefiting the environment

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Sent: Friday, August 14, 2020 5:22 PM
To: Rick Garland <Rick.Garland@bos-solutions.com>
Cc: Peter Chisholm <peter.chisholm@ca.ey.com>
Subject: RE: BOS Solutions - Assignment of Executive Contract
Importance: High

Rick,

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The Receiver is available if you would like to discuss the attached documents. That said, the Receiver recommends that you retain counsel if you have questions about your legal rights or obligations given the proposed assignment.

Yours truly,



Christopher Keliher, JD, MBA, CIRP, LIT

Manager | Strategy and Transactions | Turnaround and Restructuring Strategy
Ernst & Young Inc., Calgary City Centre, 2200 – 215 2nd Street SW, Calgary AB, T2P 1M4, Canada
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EXHIBIT 14

Norfleet, Kelli

From: Rick Garland <Rick.Garland@bos-solutions.com>
Sent: Monday, August 17, 2020 3:16 PM
To: Christopher Keliher
Subject: RE: BOS Solutions - Assignment of Executive Contract

Thank you Chris,

I will look for the package and proceed from there. I appreciate your response. I was given a deadline by Stage 3 to accept their offer by 5 pm today or it was going To not be valid after that. I had informed them on Saturday that I was advised not to discuss further employment with them until I worked through some issues. I will Follow the path recommended by council until I receive the package and get their advice.

Rick



Rick Garland - President of Environment Solutions

📞 281-477-5318 | 📠 713-818-2930
📍 120 - 10343 Sam Houston Park Drive
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🌐 www.bos-solutions.com

Solids and liquids separation, benefiting the environment

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Sent: Monday, August 17, 2020 12:18 PM
To: Rick Garland <Rick.Garland@bos-solutions.com>
Cc: Peter Chisholm <peter.chisholm@ca.ey.com>
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As noted in my prior email, the Receiver recommends that you retain counsel if you have specific questions about your legal rights or obligations (including questions on timelines, how to object, etc..).

Chris



Christopher Keliher, JD, MBA, CIRP, LIT

Manager | Strategy and Transactions | Turnaround and Restructuring Strategy
Ernst & Young Inc., Calgary City Centre, 2200 – 215 2nd Street SW, Calgary AB, T2P 1M4, Canada
Direct: +1 403 206 5661 | Email: christopher.keliher@ca.ey.com

From: Rick Garland <Rick.Garland@bos-solutions.com>
Sent: Sunday, August 16, 2020 9:11 PM
To: Christopher Keliher <Christopher.Keliher@ca.ey.com>
Cc: Peter Chisholm <peter.chisholm@ca.ey.com>
Subject: RE: BOS Solutions - Assignment of Executive Contract

Christopher,

Until receipt of this email, I have not been given any information about my employment contract with BOS Solutions, Inc. being assigned to Stage 3 or any purchaser. Please provide me details as to what I am required to do to object

to the assignment and by when this is required. I have not received any package or details and only received this email Friday afternoon after the close of business. I have not had an opportunity to engage counsel in this matter

due to this being my first correspondence late Friday. I will have to contact them during business hours after the weekend. What do these document mean and when am I required to act regarding this assignment. I do not have

knowledge of the process required and have not known about the contract with bankrupt BOS being assigned to anyone.



Rick Garland - President of Environment Solutions

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📍 Houston, TX, 77064
🌐 www.bos-solutions.com

Solids and liquids separation, benefiting the environment

From: Christopher Keliher <Christopher.Keliher@ca.ey.com>
Sent: Friday, August 14, 2020 5:22 PM
To: Rick Garland <Rick.Garland@bos-solutions.com>
Cc: Peter Chisholm <peter.chisholm@ca.ey.com>
Subject: RE: BOS Solutions - Assignment of Executive Contract
Importance: High

Rick,

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I wanted to give you a heads up that you should shortly be receiving a package of documents in the mail regarding the assignment of your Executive contract with BOS to Stage 3. For the sake of convenience, I have attached copies of those documents to this email.

The Receiver is available if you would like to discuss the attached documents. That said, the Receiver recommends that you retain counsel if you have questions about your legal rights or obligations given the proposed assignment.

Yours truly,



Christopher Keliher, JD, MBA, CIRP, LIT

Manager | Strategy and Transactions | Turnaround and Restructuring Strategy
Ernst & Young Inc., Calgary City Centre, 2200 – 215 2nd Street SW, Calgary AB, T2P 1M4, Canada
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EXHIBIT 15

Norfleet, Kelli

From: Christopher Keliher <Christopher.Keliher@ca.ey.com>
Sent: Wednesday, August 19, 2020 5:02 PM
To: Rick Garland
Cc: Peter Chisholm
Subject: RE: documents regarding my employment agreement
Attachments: BOS- Order Extending Objection Deadline.pdf; BOS Third Supplemental Cure Notice 4811-8530-2472 v.1.pdf; BOS Sale Order.pdf

Importance: High

Rick,

I followed up with counsel and they confirmed that the documents were mailed by first class regular mail last Friday, 14 August 2020 to the address identified in your email. I am not sure when the paper copies will arrive, but the three documents that I previously forwarded you (which I am re-attaching to this email for the sake of convenience) regarding the assignment of your Executive contract with BOS to Stage 3 are the same as those included in the mailed package.

I understand from one of your prior emails that you may be waiting to proceed until you receive a copy of the package in the mail. Given the impending objection deadline (i.e., **Monday, 24 August 2020**), and the fact that the attached e-documents are identical to the copies of these documents that were included in the mailed package, the Receiver strongly recommends that you review the electronic documents with counsel as soon as possible. If it would be helpful for your review, I would be happy to coordinate a conversation between your counsel and the Receiver's counsel.

Yours truly,



Christopher Keliher, JD, MBA, CIRP, LIT

Manager | Strategy and Transactions | Turnaround and Restructuring Strategy
Ernst & Young Inc., Calgary City Centre, 2200 – 215 2nd Street SW, Calgary AB, T2P 1M4, Canada
Direct: +1 403 206 5661 | Email: christopher.keliher@ca.ey.com

From: Rick Garland <Rick.Garland@bos-solutions.com>
Sent: Wednesday, August 19, 2020 1:46 PM
To: Christopher Keliher <Christopher.Keliher@ca.ey.com>
Subject: RE: documents regarding my employment agreement

103 Manor Lake Estates Dr.
Spring Texas 77379



Rick Garland - President of Environment Solutions

☎ 281-477-5318 | 📠 713-818-2930
📍 120 - 10343 Sam Houston Park Drive
📍 Houston, TX, 77064
🌐 www.bos-solutions.com

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From: Christopher Keliher <Christopher.Keliher@ca.ey.com>
Sent: Wednesday, August 19, 2020 2:08 PM
To: Rick Garland <Rick.Garland@bos-solutions.com>
Cc: Peter Chisholm <peter.chisholm@ca.ey.com>
Subject: RE: documents regarding my employment agreement

Hi Rick – I will follow up with counsel. To be sure we sent the documents to the right location, can you confirm your home address?



Christopher Keliher, JD, MBA, CIRP, LIT

Manager | Strategy and Transactions | Turnaround and Restructuring Strategy
Ernst & Young Inc., Calgary City Centre, 2200 – 215 2nd Street SW, Calgary AB, T2P 1M4, Canada
Direct: +1 403 206 5661 | Email: christopher.keliher@ca.ey.com

From: Rick Garland <Rick.Garland@bos-solutions.com>
Sent: Wednesday, August 19, 2020 12:24 PM
To: Christopher Keliher <Christopher.Keliher@ca.ey.com>
Cc: Peter Chisholm <peter.chisholm@ca.ey.com>
Subject: documents regarding my employment agreement

As of 1 P.M. CST today Wednesday August 19, 2020 I have not received or been served the documents you let me know were

Sent to me by first class mail. Just wanted you to be aware that they have not yet arrived.

Rick



Rick Garland - President of Environment Solutions

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EXHIBIT 16

Norfleet, Kelli

From: Christopher Keliher <Christopher.Keliher@ca.ey.com>
Sent: Thursday, August 20, 2020 4:26 PM
To: Rick Garland
Cc: Peter Chisholm
Subject: RE: documents regarding my employment agreement

Importance: High

Rick,

You should speak with your counsel regarding your service question, as the Receiver cannot provide you with legal advice.

It is my understanding, however, that service is effective when the documents are placed in the mail, not when they are received. Further, as I noted yesterday, the e-documents that I have sent to you on a few occasions are the same as the hard copies of the documents that are included in the package that was sent to you by mail. As I have noted in my previous emails, the deadline for you to object to the assumption and assignment of your Executive Agreement to Stage 3 is **Monday, August 24**. Regardless of when you receive the hard copies of the e-documents, the Receiver intends to proceed with seeking approval of the assumption and assignment of your Executive Agreement at a hearing before the US Bankruptcy Court next Wednesday, **August 26, at 3:30 pm CT**.

Again, the Receiver strongly urges you to review this matter with counsel as soon as possible. Your counsel is welcome to discuss this matter with the Receiver's counsel if it would be helpful. The Receiver's counsel's contact information is included in the notice of assumption and assignment that I emailed to you previously.

Chris



Christopher Keliher, JD, MBA, CIRP, LIT

Manager | Strategy and Transactions | Turnaround and Restructuring Strategy
Ernst & Young Inc., Calgary City Centre, 2200 – 215 2nd Street SW, Calgary AB, T2P 1M4, Canada
Direct: +1 403 206 5661 | Email: christopher.keliher@ca.ey.com

From: Rick Garland <Rick.Garland@bos-solutions.com>
Sent: Wednesday, August 19, 2020 7:36 PM
To: Christopher Keliher <Christopher.Keliher@ca.ey.com>
Subject: Re: documents regarding my employment agreement

Chris,

They did not come in the mail today. When I receive them in person is when I am officially served, is that correct? I believe that is what is the case. I don't think an email is a valid service notice.

Thanks
For checking for me.

Rick

Sent from my iPhone



Rick Garland - *President of Environment Solutions*

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🌐 Houston, TX, 77064
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> On Aug 19, 2020, at 5:03 PM, Christopher Keliher <Christopher.Keliher@ca.ey.com> wrote:

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> <image012.png>

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> <image018.jpg>

> <image001.jpg>

> <image002.jpg>

> <BOS- Order Extending Objection Deadline.pdf>

> <BOS Third Supplemental Cure Notice 4811-8530-2472 v.1.pdf>

> <BOS Sale Order.pdf>

EXHIBIT 17

Norfleet, Kelli

From: Rick Garland <Rick.Garland@bos-solutions.com>
Sent: Thursday, August 20, 2020 11:13 PM
To: Christopher Keliher
Cc: Peter Chisholm
Subject: RE: documents regarding my employment agreement

Chris,

Thank you, I was not seeking legal advice, just a clarification on what the documents were intended to convey. I have legal counsel and we are proceeding accordingly.

Rick



Rick Garland - President of Environment Solutions

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📍 120 - 10343 Sam Houston Park Drive
🌐 Houston, TX, 77064
🌐 www.bos-solutions.com

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From: Christopher Keliher <Christopher.Keliher@ca.ey.com>
Sent: Thursday, August 20, 2020 4:26 PM
To: Rick Garland <Rick.Garland@bos-solutions.com>
Cc: Peter Chisholm <peter.chisholm@ca.ey.com>
Subject: RE: documents regarding my employment agreement
Importance: High

Rick,

You should speak with your counsel regarding your service question, as the Receiver cannot provide you with legal advice.

It is my understanding, however, that service is effective when the documents are placed in the mail, not when they are received. Further, as I noted yesterday, the e-documents that I have sent to you on a few occasions are the same as the hard copies of the documents that are included in the package that was sent to you by mail. As I have noted in my previous emails, the deadline for you to object to the assumption and assignment of your Executive Agreement to Stage 3 is **Monday, August 24**. Regardless of when you receive the hard copies of the e-documents, the Receiver intends to proceed with seeking approval of the assumption and assignment of your Executive Agreement at a hearing before the US Bankruptcy Court next Wednesday, **August 26, at 3:30 pm CT**.

Again, the Receiver strongly urges you to review this matter with counsel as soon as possible. Your counsel is welcome to discuss this matter with the Receiver's counsel if it would be helpful. The Receiver's counsel's contact information is included in the notice of assumption and assignment that I emailed to you previously.

Chris



Christopher Keliher, JD, MBA, CIRP, LIT

Manager | Strategy and Transactions | Turnaround and Restructuring Strategy
Ernst & Young Inc., Calgary City Centre, 2200 – 215 2nd Street SW, Calgary AB, T2P 1M4, Canada
Direct: +1 403 206 5661 | Email: christopher.keliher@ca.ey.com

From: Rick Garland <Rick.Garland@bos-solutions.com>
Sent: Wednesday, August 19, 2020 7:36 PM
To: Christopher Keliher <Christopher.Keliher@ca.ey.com>
Subject: Re: documents regarding my employment agreement

Chris,

They did not come in the mail today. When I receive them in person is when I am officially served, is that correct? I believe that is what is the case. I don't think an email is a valid service notice.

Thanks
For checking for me.

Rick

Sent from my iPhone



Rick Garland - President of Environment Solutions

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> <image002.jpg>
> <BOS- Order Extending Objection Deadline.pdf>
> <BOS Third Supplemental Cure Notice 4811-8530-2472 v.1.pdf>
> <BOS Sale Order.pdf>

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EXHIBIT 18

Norfleet, Kelli

From: Christopher Keliher <Christopher.Keliher@ca.ey.com>
Sent: Friday, August 21, 2020 12:58 PM
To: Rick Garland
Cc: Peter Chisholm
Subject: RE: urgent request for clarification
Attachments: RE: BOS Solutions - Assignment of Executive Contract

Importance: High

Rick,

Thanks for forwarding. The Receiver has forwarded a copy of your note to Haynes Boone for review and response.

As a preliminary matter, it is unclear to me whether you have or have not retained legal counsel in this matter. Your email to me last night explicitly stated that you "...have legal counsel and ... are proceeding accordingly", but this seems inconsistent with your comments in your subsequent email to the Receiver's counsel. If you have retained legal counsel, they should reach out to the Receiver's counsel directly to discuss your concerns. If you do not have legal counsel, the Receiver again reiterates its prior comments (sent on each of 14, 17, 19, and 20 August 2020) that you should review this matter with legal counsel immediately.

While the Receiver is not in a position to speak to the merits of your comments about whether the notice you received yesterday is defective (which you should discuss with your own legal counsel), the Receiver would point out that you received copies of the relevant documents on 14 August 2020 and you were explicitly advised by me via email on 17 August 2020 that the deadline to object was **24 August 2020** (see attached). Accordingly, and as noted yesterday, the Receiver intends to proceed with seeking approval of the assumption and assignment of your Executive Agreement at a hearing before the US Bankruptcy Court next Wednesday, **August 26, at 3:30 pm CT**.

Yours Truly,



Christopher Keliher, JD, MBA, CIRP, LIT

Manager | Strategy and Transactions | Turnaround and Restructuring Strategy
Ernst & Young Inc., Calgary City Centre, 2200 – 215 2nd Street SW, Calgary AB, T2P 1M4, Canada
Direct: +1 403 206 5661 | Email: christopher.keliher@ca.ey.com

From: Rick Garland <Rick.Garland@bos-solutions.com>
Sent: Friday, August 21, 2020 10:22 AM
To: Peter Chisholm <peter.chisholm@ca.ey.com>; Christopher Keliher <Christopher.Keliher@ca.ey.com>
Subject: FW: urgent request for clarification
Importance: High

FYI,

I wanted to get you a copy of a request for clarification sent by email to your counsel with Haynes and Boone, LLP in Houston this morning. I am not asking for legal advice from you or them in this matter. I am asking for clarification of the deadline for filing the objection to the assignment and the cure of my Executive Agreement to Stage 3 Separation.

I received notice that new documents were served yesterday August the 20th, 2020 that were correcting previous submissions and thus indicate a new deadline would be 10 days from that filing. I have received no response at this time from Kourtney Lyda to my inquiry for clarification.

Regards,

Rick Garland



Rick Garland - *President of Environment Solutions*

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From: Rick Garland
Sent: Friday, August 21, 2020 9:36 AM
To: kourtney.lyda@haynesboone.com
Subject: urgent request for clarification
Importance: High

Kourtney Lyda,

This email is being sent to you on the advice of the EY Receiver in the BOS Solutions bankruptcy Case 20-32465. The following advisory is included in the documents I have received :

(If you have any questions about this Third Supplemental Cure Notice or the Third Supplemental Cure Schedule, you may contact the Receiver's U.S. counsel, Haynes and Boone, LLP, Attn: Kourtney P. Lyda, 1221 McKinney, Suite 4000, Houston, Texas, 77010, email: kourtney.lyda@haynesboone.com.)

I am not represented by counsel in this matter and I am therefore communicating with you directly.

I wish to know the deadline date for my filing of objections to the cure amount and the inclusion of my employment contract in the Third Supplemental Cure Notice.

On August 20, 2020, I received First Class mail containing a formal notice that my employment contract has been included in a Supplemental list of potentially assumable and assignable agreements. I object to this inclusion and to the proposed cure.

In response to my request for information about the deadline dates for filing my objections to the inclusion of my contract, I was advised yesterday evening by the Receiver that the deadline date for filing my objections to the formal notice is Monday, August 24, 2020.

I have since been advised by legal counsel, who is not my representative in this matter, that the formal notice I received in yesterday's mail is defective and has been replaced by a "Revised" notice filed with the Court on August 20, 2020.

The revised notice states that my objections to assumption and assignment of contracts added to a Supplemental List of such contracts must be objected to within 10 days following my **receipt** of the notice. My counsel advises that my objections are due 10 days after I actually receive formal notice of the inclusion of my contract in the supplemental cure notice. I have not yet been formally served with this Revised notice.

I must urgently know your response to my question.

Thank you for your attention to this request.

Rick L. Garland

EXHIBIT 19

Lyda, Kourtney

From: Lyda, Kourtney
Sent: Friday, August 21, 2020 1:42 PM
To: Rick Garland
Cc: Norfleet, Kelli
Subject: RE: urgent request for clarification

Rick,

Thank you for your email. We are operating under the assumption that you are not represented by counsel as stated in your email, however, if you are working with counsel or if you retain counsel, all communications should be through such counsel.

On August 14, 2020, the Receiver served its Third Supplemental Cure Notice (the “Third Supplemental Cure Notice”) of potentially assumable and assignable contracts. This Notice was served by U.S. mail by the Noticing Agent to two addresses that the Receiver had for you in its file. In addition, as a courtesy, it is my understanding that the Receiver emailed copies of the Notice to your BOS email address. The objection period for objecting to the assumption and assignment of the contracts listed on the Third Supplemental Cure Notice is ten (10) days from service, i.e. August 24, 2020.

Also, on August 14, 2020, the Receiver filed a Notice of Filing of Third Supplemental Cure Notice (the “Notice of Filing”) to make the Court aware that the Third Supplemental Cure Notice was served. Due to clerical error, only the exhibit was attached to the Notice of Filing, however, the Third Supplemental Cure Notice was served by U.S. mail in its complete form on August 14, 2020 to both addresses listed on such notice. Accordingly, last night, the Receiver filed an Amended Notice of Filing of Third Supplemental Cure Notice to correct the exhibit to show what was actually served on August 14, 2020. Thus, the date of service did not change and the objection date remains August 24, 2020.

If you would like to object to the assumption and assignment of your contract, the Third Supplemental Cure Notice provides the following procedures for filing an objection:

Pursuant to the Assigned Contract Objection Procedures, all objections to assumption and assignment of the Assigned Agreements, including without limitation any objection to the Receiver’s proposed Cure Costs (other than objections filed in response to any supplemental Notice, as set forth above) must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules and the Local Rules of the U.S. Court; (d) filed with the Clerk of the Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, Texas 77002, by no later than ten (10) days from service of the Third Supplemental Cure Notice (the “Supplemental Objection Deadline”); and (e) served in accordance with the Local Rules so as to be actually received on or before the Supplemental Objection Deadline on: (i) the Receiver, Peter Chisholm, Ernst & Young Inc. Calgary City Centre, 2200 – 215 2nd Street SW Calgary AB T2P 1M4, email: peter.chisholm@ca.ey.com; (ii) the Receiver’s Canadian counsel, Kelly Bourassa, Blake, Cassels & Graydon LLP, 855 2nd Street S.W., Suite 3500, Calgary AB T2P 4J8 Canada, email: kelly.bourassa@blakes.com; (iii) the Receiver’s U.S. counsel, Charles A. Beckham, Jr. and Kelli Norfleet, Haynes and Boone, LLP, 1211 McKinney, Suite 4000, Houston, Texas 77010, email: charles.beckham@haynesboone.com and kelli.norfleet@haynesboone.com; (iv) the U.S. Trustee; and (v) counsel to National Bank of Canada, as agent for the secured lenders, Sean Collins, McCarthy Tetrault LLP; Suite 4000, 421 7th Avenue S.W., Calgary, AB T2P 4K9, Canada, email: scollins@mccarthy.co and Lloyd Lim, Reed Smith, 811 Main Street, Suite 1700, Houston, TX 77002-6110 email: LLim@reedsmith.com (collectively, the “Notice Parties”). Each objection must state the legal and factual basis of such objection.

Kind regards,
Kourtney



Kourtney Lyda | Counsel
kourtney.lyda@haynesboone.com | (t) +1 713.547.2590

From: Rick Garland <Rick.Garland@bos-solutions.com>
Sent: Friday, August 21, 2020 9:36 AM
To: Lyda, Kourtney <Kourtney.Lyda@haynesboone.com>
Subject: urgent request for clarification
Importance: High

EXTERNAL: Sent from outside haynesboone

Kourtney Lyda,

This email is being sent to you on the advice of the EY Receiver in the BOS Solutions bankruptcy Case 20-32465. The following advisory is included in the documents I have received :
(If you have any questions about this Third Supplemental Cure Notice or the Third Supplemental Cure Schedule, you may contact the Receiver's U.S. counsel, Haynes and Boone, LLP, Attn: Kourtney P. Lyda, 1221 McKinney, Suite 4000, Houston, Texas, 77010, email: kourtney.lyda@haynesboone.com.)

I am not represented by counsel in this matter and I am therefore communicating with you directly.

I wish to know the deadline date for my filing of objections to the cure amount and the inclusion of my employment contract in the Third Supplemental Cure Notice.

On August 20, 2020, I received First Class mail containing a formal notice that my employment contract has been included in a Supplemental list of potentially assumable and assignable agreements. I object to this inclusion and to the proposed cure.

In response to my request for information about the deadline dates for filing my objections to the inclusion of my contract, I was advised yesterday evening by the Receiver that the deadline date for filing my objections to the formal notice is Monday, August 24, 2020.

I have since been advised by legal counsel, who is not my representative in this matter, that the formal notice I received in yesterday's mail is defective and has been replaced by a "Revised" notice filed with the Court on August 20, 2020.

The revised notice states that my objections to assumption and assignment of contracts added to a Supplemental List of such contracts must be objected to within 10 days following my **receipt** of the notice. My counsel advises that my objections are due 10 days after I actually receive formal notice of the inclusion of my contract in the supplemental cure notice. I have not yet been formally served with this Revised notice.

I must urgently know your response to my question.

Thank you for your attention to this request.

Rick L. Garland



Rick Garland - *President of Environment Solutions*

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EXHIBIT 20

EXECUTIVE AGREEMENT

THIS AGREEMENT made as of the 31st day of May, 2013

BETWEEN:

BOS SOLUTIONS INC.
(the “Company”)

and

Rick L. Garland
(the “Executive”)

Recitals

A. The Company considers that the Executive has special skills, expertise and knowledge of the Company’s business; and

B. The Board of Directors of the Company (“**Board**”) has authorized the Company to enter into this Agreement with the Executive to give effect to the foregoing and the Company has determined that it is in its best interests to enter into an Executive Agreement with the Executive.

The parties agree as follows:

ARTICLE 1 Definitions

1.1 In this Agreement:

“**BOS**” means BOS Solutions Ltd.

“**Business**” means, with respect to the Company and its affiliates, the business of (i) renting or using centrifuges, tanks, and any other related equipment, including but not limited to any solids control equipment, closed-loop systems, pit-less systems, flocculating tanks, settling tanks, pre-mix tanks and shale tanks, centrifuges on a stand, cuttings sizers, (ii) developing and adapting such tanks and equipment in the pursuit of separation of solids and liquids, and (iii) provision of services including, but not limited to services for oil and gas drilling, any system or solution for the separation of solids and liquids in the environmental cleaning of fluids, and any separation system for solids and liquids using the equipment and processes described above.

“**Confidential Information**” means all information (whether or not reduced to writing) received or acquired by the Executive, or to which the Executive has access, or which the Executive develops during the course of, or incidental to, the performance of services to the Company under this Agreement, and which in any way concerns or is related to the customers, suppliers, competitors or business of the Company or its affiliates, including, without limitation, information related to the design or development of equipment, with the exception only of (a) information which is public or becomes public information through no action of the Executive in

breach of this Agreement or other obligations of confidentiality owed to the Company or its affiliates, and (b) information which is received or acquired from another entity lawfully in possession of the information and under no obligation to keep the information confidential. "Confidential Information" shall also include all documents which are prepared by the Executive, including notes, correspondence, memoranda, summaries, analyses and records reflecting, based upon or derived from the Confidential Information.

"Constructive Dismissal" means, unless consented to in writing by the Executive:

- (a) a material decrease in the title, position, responsibilities, powers or reporting relationships of the Executive;
- (b) a material reduction in the Executive's annual salary;
- (c) a relocation of the Executive's primary place of employment outside the greater Houston metropolitan area; or
- (d) any material reduction in the value of the Executive's employee benefits, plans and programs.

"Person" means any natural person, individual, body corporate, firm, general partnership, limited partnership, limited liability company, syndicate or other form of unincorporated association, trust, trustee, executor, administrator, legal personal representative, group, organization, government and its agencies or instrumentalities, any entity or group whether or not having legal personality.

ARTICLE 2

Appointment

2.1 Employment. The Company agrees to employ the Executive and the Executive shall serve the Company as its Vice President of Operations Southern USA. The Executive shall carry out the normal duties of such office and perform such duties and exercise such powers as may from time to time be assigned to or vested in him by the Board, the President and CEO of the Company, and the by-laws of the Company. The Executive shall report to the President and CEO of the Company or such other Person as the Board may determine from time to time.

2.2 Term. This Agreement shall continue for an indefinite term, which is subject to termination as provided in Article 9.

ARTICLE 3

Performance of Duties

3.1 During the continuance of this Agreement, the Executive shall:

- (a) **Time Commitment:** Unless prevented by ill health or accident and except during holidays permitted by this Agreement, devote substantially all of his working time and efforts to the Business;

(b) **Travel:** Travel to such places and in such manner and on such occasions as the Company may from time to time require;

(c) **Other Engagements:** Not be considered in breach of this Agreement to the extent that:

(i) he serves as a member of the board of directors of any corporation other than the Company provided that the Executive first receives the approval of the Board; or

(ii) he conducts business, including, personal and familial, outside the Company in such manner as will not require any substantial services by the Executive, provided that such business activities do not interfere or conflict with the Executive's duties hereunder or create a potential business or fiduciary conflict; and

(d) **Duties:** Carry out his duties in a proper, loyal and efficient manner and shall use his best efforts to maintain and promote the interest and reputation of the Company.

ARTICLE 4 **Inventions**

4.1 All inventions, improvements, discoveries, designs, processes, formulae and methods of manufacture whether practicable or not, whether or not considered Confidential Information (any and all of which are hereunder collectively included in the term "**Inventions**") which the Executive may make or discover or has made or discovered, whether alone or jointly with others, during the term of his employment under this Agreement, and which relate to or are connected with any product, article or service of a kind produced, handled, provided or sold by or which relate to or are connected with any business, research or other activity carried on by the Company or which could be utilized in the Business shall be the sole, absolute and exclusive property of the Company and shall be held by the Executive both during the term of employment and thereafter in trust for the Company. If at law the Executive would be recognized as the owner of any such Inventions, the Executive hereby grants, assigns and transfers absolutely all of his right, title and interest in and to such Inventions to the Company. The Executive hereby waives, in favour of the Company and its successors, assignees and designees, all moral rights in respect of all such Inventions of which the Executive is an author, either alone or with others. The Executive also agrees that he will not use the Confidential Information of any other Person in the business as conducted by the Company or in creating or developing any Inventions.

4.2 The Executive shall forthwith and from time to time as any Invention becomes known to him communicate in writing under confidential cover full particulars of any such Invention to the Board and shall at the request and cost of the Company apply for and execute any such document and do any such acts and things as may in the opinion of the Board be necessary or conducive to obtaining letters patent or other protection for any such Invention in any part of the world and to vest such letters patent or other protection in the Company or its nominees. The Executive hereby irrevocably authorizes the Company for the purposes aforesaid to make use of the name

of the Executive and to sign and execute any documents or do any act or thing on his behalf (or to obtain the patent or other protection in its own name or in that of its nominees). The Executive shall not do anything to imperil the validity of any such patent or protection or any application therefore but on the contrary shall at the cost of the Company render all possible assistance to the Company both in obtaining and in maintaining such patents or other protection. The Executive shall not either during the term of employment or thereafter exploit or make public or disclose any such Invention or give any information in respect thereof except to the Company or as the Company may direct.

4.3 This Article 4 shall survive any termination or expiration of this Agreement or employment of Executive.

ARTICLE 5

Confidential Information

5.1 The Executive shall not, either during the term of employment or thereafter, without the prior written consent of the Company, divulge to any Person any Confidential Information, or use for his own benefit or for the benefit of any other Person any of the Confidential Information; provided, that the Executive may disclose or use such information under any of the following circumstances: (i) disclosure or use thereof in good faith by the Executive in connection with the performance of his duties in the ordinary course of his employment by the Company, (ii) disclosure which the Executive is advised by competent legal counsel is required by a court or other governmental agency of competent jurisdiction, or (iii) disclosure or use by the Executive of any such information or data which is generally known within the industry or is otherwise available through independent sources who do not owe a duty of confidentiality to the Company or any of its affiliates. The Executive acknowledges that, without prejudice to any and all other rights of the Company or its affiliates, an injunction is the only effective remedy to protect the rights and property of the Company and its affiliates as set out in this Article 5. This Article 5 shall survive any termination or expiration of this Agreement or employment of Executive.

ARTICLE 6

Board Information

6.1 The Executive shall at all times promptly give to the Board (in writing if so requested) all such information and explanations as it may require in connection with matters relating to this Agreement or with the Business.

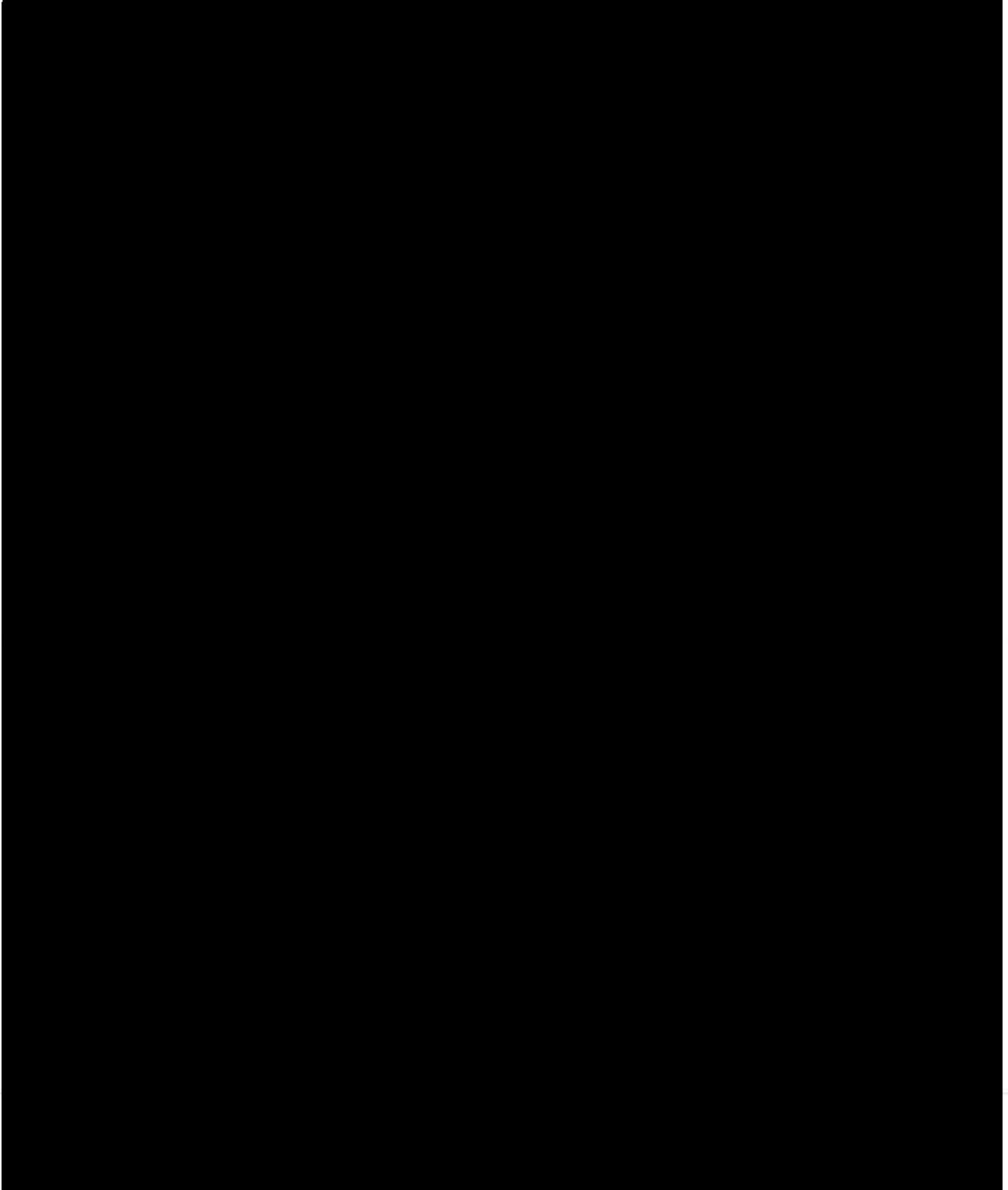
ARTICLE 7

Return of Papers

7.1 The Executive shall, whenever requested by the Company, and in any event upon the termination of this Agreement, promptly deliver to the Company all correspondence and all other documents, papers and records which may have been prepared by him or have come into his possession in the course of this Agreement. The Executive shall not be entitled to, and shall not, retain any copies of such materials, including any copies or tangible embodiments of materials involving any Confidential Information in the Executive's possession or control, other than

documents of an entirely personal nature. Title and copyright therein shall vest in the Company.

ARTICLE 8
Payment and Benefits





ARTICLE 9
Termination of Agreement

9.1 This Agreement may be terminated under the following circumstances and under the circumstances contained in Sections 9.2 to 9.4 below:

- (a) **Death:** the Executive's employment shall automatically terminate upon the death of the Executive;
- (b) **Disability:**
 - (i) if the Executive is or becomes incapacitated (to be determined by means of a written opinion of a competent medical doctor), from any cause whatsoever, from efficiently performing his duties hereunder for 6 consecutive months or for 6 months in aggregate in any period of 12 consecutive months; or
 - (ii) if the Executive shall be or become of unsound mind or be or become a patient for any purpose of any statute (or any part thereof) relating to mental illness (to be determined by means of a written opinion of a competent medical doctor); and
- (c) **Cause:**
 - (i) if the Executive is guilty of any acts of fraud, dishonesty or material misconduct or of any serious, willful or persistent neglect or breach of duty to the Company or its affiliates (whether under this Agreement or otherwise);
 - (ii) if the Executive is unable to adequately perform his duties and responsibilities due to substance abuse, and that inability has not been cured (if susceptible to cure) within 30 days after receipt by the Executive of written notice from the Board specifying such inability; provided that prior to making a determination that the Executive is unable to perform his duties due to substance abuse, the Board will (a) advise the Executive that the Board believes substance abuse is adversely affecting his performance of his duties, (b) afford the Executive an opportunity to review any instances of alleged nonperformance or substance abuse, and (c) consult with a licensed medical doctor who has examined the Executive;

(iii) if the Executive refuses or neglects to comply with any reasonable and material lawful orders or directions given to him by the Company in connection with the business and affairs of the Company and within the scope of the position for which the Executive is employed, and fails to remedy such conduct within 10 days after written notice of such conduct has been given by the Company to the Executive;

(iv) if the Executive has breached or failed to abide by the material terms, conditions or covenants of this Agreement or any other written agreement between the Executive and the Company or its affiliates in effect from time to time, and such failure, refusal or breach has not been cured (if susceptible to cure) within 30 days after receipt by the Executive of written notice from the Board specifying such failure, refusal or breach; or

(v) if the Executive commits any acts or omissions which would be considered just cause at law.

In the event the Company terminates the Executive's employment pursuant to clause 9.1(a) above, the Executive's estate shall be entitled to any accrued but unpaid Base Salary, bonus, employee benefits and vacation days through the date of death ("**Accrued Benefits**"), payable within 30 days following such termination. In the event the Company terminates the Executive's employment pursuant to clause 9.1(b) above, the Executive shall be entitled to Accrued Benefits, payable within 30 days following such termination, as well as the proceeds of any disability insurance and to any other benefits which may become due to him under the Company's benefit plans. In any such event in clause 9.1(c) above, the Company shall be entitled, by notice in writing to the Executive, to terminate the employment of the Executive forthwith without notice or pay in lieu of notice, whereupon the Executive shall have no claim against the Company or its affiliates for debt or damages or otherwise by reason of such termination, and the Executive shall only be entitled to receive Accrued Benefits to the date of such termination, payable within 30 days following such termination. Any delay or forbearance by the Company in exercising any such right of termination shall not constitute a waiver.

9.2 **Termination Without Cause:** The Company may terminate the Executive's employment hereunder without Cause at any time and for any reason, by notice in writing, by paying the Executive (i) a lump sum payment equal to one year's Base Salary (the "**Severance Payment**"), payable within 60 days following such termination and (ii) the Accrued Benefits, payable within 30 days following such termination; provided, that in order to receive the Severance Payment the Release attached as Schedule A hereto (as may be updated and revised to comply with applicable law to achieve its intent) must be executed by the Executive and delivered to the Company (and no longer subject to revocation by the Executive) within 60 days following termination. The amount payable pursuant to this Section 9.2 shall represent all payments to which the Executive is entitled by reason of termination of employment with the Company without Cause.

9.3 **Constructive Dismissal.** If an event of Constructive Dismissal occurs with respect to the Executive, the Executive shall have the option to terminate his employment hereunder and to

resign from all offices and directorships held in the Company; provided, that the Executive must provide written notice of such Constructive Dismissal to the Company within 30 days after obtaining knowledge of the occurrence of the event constituting Constructive Dismissal, and the Company shall have the opportunity to cure such event constituting Constructive Dismissal within 30 days of receiving such notice. If the Company fails to cure such event, a termination of employment by Executive for Constructive Dismissal shall be effective on the day following the expiration of such cure. In the event of Constructive Dismissal, the Company shall pay the Executive (i) the Severance Payment, payable within 60 days following such termination and (ii) the Accrued Benefits, payable within 30 days following such termination; provided, that in order to receive the Severance Payment the Release attached as Schedule A hereto (as may be updated and revised to comply with applicable law to achieve its intent) must be executed by the Executive and delivered to the Company (and no longer subject to revocation by the Executive) within 60 days following termination. The amount payable pursuant to this Section 9.3 shall represent all payments to which the Executive is entitled by reason of termination of employment with the Company due to Constructive Dismissal.

9.4 Termination by Employee. The Executive may terminate his employment under this Agreement by giving to the Company not less than 30 days notice in writing. In the event the Executive terminates the Executive's employment pursuant to this Section 9.4, the Executive shall only be entitled to the Accrued Benefits paid to the date of such termination, payable within 30 days following such termination.

9.5 Resignation as an Officer and Director. Upon any termination of Executive's employment, Executive shall be deemed to have resigned, to the extent applicable, as an officer of the Company and any of its parent, subsidiaries and affiliates, a member of the board of directors or similar body of the Company and any of its parent, subsidiaries and affiliates, and as a fiduciary of any Company benefit plan. On or immediately following the date of any termination of Executive's employment, Executive shall confirm the foregoing by submitting to the Company in writing a confirmation of Executive's resignation(s).

ARTICLE 10

Restrictive Covenants

10.1 Non-Compete. During the term of this Agreement and for a period of two years following the termination of the Executive's employment for any reason, the Executive agrees not to, directly or indirectly, be employed by, consult with, own, manage, operate, join, control or participate in the ownership, management, operations or control or otherwise perform services for or be connected with, in any manner any entity carrying on business competitive with the Business within the provinces or states in which the Company or any of its affiliates carries on the Business as at the date hereof or at such time. Notwithstanding this paragraph, Executive may own no more than one percent (1%) of the outstanding shares of any competitive publicly-traded entity.

10.2 Non-Solicitation. During the term of this Agreement and for a period of two years following the termination of the Executive's employment for any reason, the Executive agrees not to, directly or indirectly, induce or attempt to solicit, recruit or induce, or to cause any Person or other entity to induce or attempt to solicit, recruit or induce, (a) any person who is an

employee of the Company or its affiliates or subsidiaries to leave the employ of the Company, its affiliates or subsidiaries, (b) any Person who is a customer, supplier or partner of the Company or its affiliates or subsidiaries to alter their arrangements with or discontinue doing business with the Company, its affiliates or subsidiaries, or (c) any Person who is a customer, supplier or partner of the Company or its affiliates or subsidiaries if such solicitation is directly or indirectly intended to result in a sale of any product or service to such Person and is directly or indirectly competitive or potentially competitive with any product or service then produced or provided by the Company or its affiliates or subsidiaries.

10.3 The Executive agrees that:

- (a) the covenants contained in this Article 10 are essential elements to this Agreement, and that the Company would not have entered into this Agreement without them;
- (b) the existence of any claim or cause of action of the Executive against the Company or any affiliate thereof whether pursuant to this Agreement or otherwise shall not constitute a defense to the enforcement by the Company of the provisions of this Article 10.

10.4 This Article 10 shall survive any termination or expiration of this Agreement or employment of Executive.

ARTICLE 11

Mitigation

11.1 The Executive shall not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in this Agreement be reduced by any compensation earned by the Executive as a result of employment by another employer or by retirement benefits after the date of termination, or otherwise.

ARTICLE 12

Misstatement

12.1 The Executive shall not at any time knowingly make any untrue statement in relation to the Company or any of its subsidiaries or affiliates and in particular shall not, after the termination of his employment under this Agreement, represent himself as being employed by or connected with the Company or any of its subsidiaries or affiliates.

ARTICLE 13

Notices

13.1 Notices to be given under this Agreement shall be in writing and shall be given to the parties at the addresses specified below. Any notice given shall be deemed to be given on the date delivered if delivered personally and shall be deemed to be given 4 business days after being mailed to the address of the party described below when sent by prepaid registered mail.

13.2 The address for service of the parties shall be:

BOS Solutions Inc.
c/o Advent International Corporation
75 State Street
Boston, MA 02109, U.S.A.
Attention: David McKenna; Gurinder Grewal

with a copy to
Weil, Gotshal & Manges LLP
100 Federal Street, 34th Floor
Boston, MA 02110
Attention: Marilyn French, Esq.

and

Rick L. Garland
15 Rose Castle Drive
Spring, Texas 77379

Any party may change its address for notice by written notice to the other.

ARTICLE 14 Other Agreements

14.1 The Executive agrees that the terms and conditions of this Agreement are subject to the Company's policies and practices insofar as the provisions thereof are not inconsistent with this Agreement. In the event of any such inconsistency the terms and conditions of this Agreement shall apply.

14.2 The Executive agrees that there are no agreements or arrangements whether written, oral or implied between the Company and the Executive relating to the terms and conditions of this Agreement other than those expressly set out in this Agreement and that it is not entering into this Agreement in reliance of any representation not expressly set out herein.

ARTICLE 15 Governing Law

15.1 This Agreement shall be governed by and construed under and enforced in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions thereof.

ARTICLE 16 Termination of Prior Agreements

16.1 All prior rights and obligations pertaining to the subject matter of this Agreement and all prior agreements, including the Previous Agreement, are hereby terminated and cancelled.

ARTICLE 17
Miscellaneous

17.1 If any contest or dispute arises between the parties with respect to this Agreement or Executive's employment or termination thereof, other than injunctive and equitable relief with regard to Section 5, Section 10 or Section 17.2 hereof, such contest or dispute shall be submitted to binding arbitration for resolution in Texas in accordance with the rules and procedures of the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA") then in effect. The decision of the arbitrator shall be final and binding on the parties and may be entered in any court of applicable jurisdiction. The parties shall bear their own legal fees in any arbitration and shall split the fees of the AAA and the arbitrator.

17.2 If, at the time of enforcement of Article 10 (*Restrictive Covenants*), a court holds that the restrictions stated herein are unreasonable under circumstances then existing, automatically and without further action on the part of the parties hereto, but only with respect to those matters or parties before the court, the parties hereto agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area. Because the Executive's services are unique and because the Executive has access to Confidential Information, the parties hereto agree that money damages would be an inadequate remedy for any breach of this Agreement. Therefore, in the event of a breach or threatened breach of this Agreement, the Company or any of its successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce, or prevent any violations of, the provisions hereof (without posting a bond or other security).

17.3 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

17.4 The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder, including, without limitation, the Company's right to terminate the Executive for Cause pursuant to Section 9.1(c), shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

17.5 This Agreement shall inure to and be binding upon the Company and its successors and assigns; otherwise it is not assignable. Neither this Agreement nor any of the rights, duties or obligations of Executive shall be assignable by Executive.

17.6 Notwithstanding anything to the contrary contained in this Agreement

(a) The parties agree that this Agreement shall be interpreted to comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the regulations and authoritative guidance promulgated thereunder to the extent applicable (collectively "**Code Section 409A**"), and all provisions of this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits considered “nonqualified deferred compensation” under Code Section 409A upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service.” If Executive is deemed on the date of termination to be a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered nonqualified deferred compensation under Code Section 409A payable on account of a “separation from service,” such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such “separation from service” of Executive, and (ii) the date of Executive’s death (the “**Delay Period**”). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 17.6(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed on the first business day following the expiration of the Delay Period to Executive in a lump sum with interest during the Delay Period at the prime rate, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits, to be provided in any other taxable year, provided, that this clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Internal Revenue Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of Executive’s taxable year following the taxable year in which the expense occurred.

(d) For purposes of Code Section 409A, Executive’s right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., “payment shall be made within thirty (30) days following the date of termination”), the actual date of payment within the specified period shall be within the sole discretion of the Company.

17.7 The Company shall be entitled to withhold from any amounts to be paid or benefits provided to Executive hereunder any federal, state, local or foreign withholding, FICA and

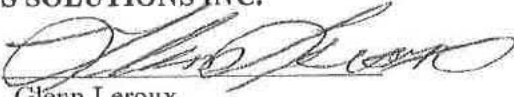
FUTA contributions, or other taxes, charges or deductions which it is from time to time required to withhold. The Company shall be entitled to rely on an opinion of counsel if any question as to the amount or requirement of any such withholding shall arise.

17.8 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall have the same effect as if the signatures hereto and thereto were on the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

BOS SOLUTIONS INC.

By: 
Glenn Leroux
President and Chief Executive Officer

Executive:

Rick L. Garland

Witness:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

BOS SOLUTIONS INC.

By: _____
Glenn Leroux
President and Chief Executive Officer

Executive:



Rick L. Garland



Witness:

**Schedule "A" to Executive Agreement
between BOS Solutions Inc. and Rick L. Garland**

RELEASE AGREEMENT

This RELEASE AGREEMENT (this "Agreement") dated _____, 20__, is made and entered into by and between BOS Solutions Inc. (the "Company") and Rick L. Garland (the "Employee").

WHEREAS, the Company and the Employee previously entered into an Executive Agreement dated May 31, 2013 (the "Employment Agreement"); and

WHEREAS, the Employee's employment with the Company has terminated effective _____, 20__.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein and in the Employment Agreement, the Company and the Employee agree as follows:

1. General Release and Waiver of Claims.

a. In consideration of Employee's right to receive the severance payments and benefits set forth in the Employment Agreement, the Employee, on behalf of himself and his heirs, executors, administrators, trustees, legal representatives, successors and assigns (hereinafter collectively referred to for purposes of this Section 1 as "Employee"), hereby agrees to irrevocably and unconditionally waive, release and forever discharge the Company and its past, present and future affiliates and related entities, parent and subsidiary corporations, divisions, shareholders, predecessors, current, former and future officers, directors, employees, trustees, fiduciaries, administrators, executives, agents, representatives, successors and assigns (collectively, the "Company Released Parties") from any and all waivable claims, charges, demands, sums of money, actions, rights, promises, agreements, causes of action, obligations and liabilities of any kind or nature whatsoever, at law or in equity, whether known or unknown, existing or contingent, suspected or unsuspected, apparent or concealed, foreign or domestic (hereinafter collectively referred to as "claims") which he has now or in the future may claim to have against any or all of the Company Released Parties based upon or arising out of any facts, acts, conduct, omissions, transactions, occurrences, contracts, claims, events, causes, matters or things of any conceivable kind or character existing or occurring or claimed to exist or to have occurred prior to the date of the Employee's execution of this Agreement in any way whatsoever relating to or arising out of Employee's employment with the Company Released Parties or the termination thereof. Such claims include, without limitation, claims arising under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Equal Pay Act of 1963, 29 U.S.C. § 206(d); Section 806 of the Corporate and Criminal Fraud Accountability Act of 2002, 18 U.S.C. § 1681 et seq.; the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.; any other

federal, state or local statutory laws relating to employment, discrimination in employment, termination of employment, wages, benefits or otherwise; or any other federal, state or local constitution, statute, rule, or regulation, including, but not limited to, any ordinance addressing fair employment practices; any claims for employment or reemployment by the Company Released Parties; any common law claims, including but not limited to actions in tort, defamation and breach of contract; any claim or damage arising out of Employee's employment with or separation from the Company Released Parties (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above; and any and all claims for counsel fees and cost.

b. To the fullest extent permitted by law, and subject to the provisions of Section 1.d below, Employee represents and affirms that he has not filed or caused to be filed on his behalf any claim for relief against any of the Company Released Parties or any releasee and, to the best of his knowledge and belief, no outstanding claims for relief have been filed or asserted against the Company Released Parties or any releasee on his behalf.

c. In waiving and releasing any and all waivable claims whether or not now known, Employee understands that this means that, if he later discovers facts different from or in addition to those facts currently known by him, or believed by him to be true, the waivers and releases of this Agreement will remain effective in all respects — despite such different or additional facts and his later discovery of such facts, even if he would not have agreed to this Agreement if he had prior knowledge of such facts.

d. Nothing in this Section 1, or elsewhere in this Agreement, is intended as, or shall be deemed or operate as, a release by the Employee (i) of any claims for payments to which the Employee is entitled under the express language of section 6 of the Employment Agreement, (ii) of any claims for vested benefits (e.g., 401(k) benefits) and (iii) of any right that the Employee had immediately prior to his termination of employment to be indemnified by any Company Released Party or to coverage under any directors and officers insurance policy and any run-off policy thereto.

e. THE RELEASES SET FORTH IN THIS SECTION 1 ARE INTENDED TO BE ENFORCEABLE AGAINST THE EMPLOYEE AND HIS HEIRS, AGENTS AND ASSIGNS IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE HEREOF NOTWITHSTANDING TEXAS' EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT RELEASES BECAUSE OF THE SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE RELEASED PARTIES.

2. No Admission of Liability. It is understood that nothing in this Agreement is to be construed as an admission on behalf of the Company Released Parties of any wrongdoing with respect to the Employee, any such wrongdoing being expressly denied.

3. Acknowledgement of Waiver and Release of Claims Under ADEA.

a. The Employee acknowledges that, pursuant to Section 1 hereof, he is agreeing to waive and release any claims he may have under the Age Discrimination in Employment Act of 1967 (“ADEA”) and that he is doing so knowingly and voluntarily. The Employee also acknowledges that the consideration given for the ADEA waiver and release under this Agreement is in addition to anything of value to which the Employee was already entitled. The Employee further acknowledges that he has been advised by the Company, as required by the ADEA, that:

i. the ADEA waiver and release contained in this Agreement does not apply to any rights or claims that may arise after the date he signs this Agreement;

ii. he should consult with an attorney prior to signing this Agreement (although he may choose voluntarily not to do so);

iii. he has twenty-one (21) days within which to consider this Agreement (although he may choose voluntarily to sign it earlier);

iv. he has seven (7) days following the date he signs this Agreement to revoke this Agreement by delivering a written notice of such revocation to [PERSON/ADDRESS]; and

v. this Agreement shall not become effective or enforceable until the first day following the end of the seven-day revocation period, provided that the Employee has signed, returned and not revoked this Agreement in accordance with the terms hereof.

b. Nothing in this Agreement shall prevent the Employee from challenging or seeking a determination in good faith of the validity of the ADEA waiver and release contained in this Agreement, nor does it prevent the Employee from filing a charge with the EEOC to enforce the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law.

4. Miscellaneous.

a. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to its conflict of laws principles.

b. Consent to Jurisdiction. Any action by the parties hereto related to this Agreement may be instituted in any state or federal court having proper subject matter jurisdiction located within the State of Texas, or in any other court in which jurisdiction is otherwise proper. Accordingly, the Company and the Employee irrevocably and unconditionally (a) submit to the jurisdiction of any such court and (b) waive (i) any objection to the laying of venue of any such action brought in such court and (ii) any claim that any such action brought in any such court has been brought in an inconvenient forum.

c. Prior Agreements. Unless stated otherwise expressly herein, the terms and conditions of the Employment Agreement shall remain in full force and effect.

d. Construction. There shall be no presumption that any ambiguity in this Agreement should be resolved in favor of one party hereto and against another party hereto. Any controversy concerning the construction of this Agreement shall be decided neutrally without regard to authorship.

e. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, and such counterparts will, when executed by the parties hereto, together constitute but one agreement. Facsimile and electronic signatures shall be deemed to be the equivalent of manually signed originals.

THE UNDERSIGNED HAVE CAREFULLY READ THE FOREGOING AGREEMENT, KNOW THE CONTENTS THEREOF, FULLY UNDERSTAND IT, AND SIGN THE SAME AS HIS OR ITS OWN FREE ACT.

[Signature page to follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

BOS SOLUTIONS INC.

By: _____

Name:

Title:

Employee:

Rick L. Garland

Witness:

Amendment to Executive Agreement

Pursuant to Section 13.1 of the Executive Agreement that you executed with BOS Solutions Inc. (the "Company") effective May 31st, 2013 (the "Executive Agreement"), the Company is hereby providing you with notice that the Executive Agreement is amended as follows:

1. Incorporation of new definitions: The following definitions are incorporated into Section 1.1 of the Executive Agreement:

"Change of Control" shall mean the occurrence of any of the following:

- (a) any direct or indirect acquisition or series of related acquisitions resulting in (i) any Person beneficially owning, directly or indirectly, more than 50% of the Voting Shares, or (ii) any Person beneficially owning, directly or indirectly, interests in Advent Calgary (Canada) Holding Limited or any subsidiary thereof which in turn, either individually or in the aggregate, directly or indirectly, hold more than 50% of the Voting Shares, except for any acquisition that has the sole purpose of changing the province of BOS's organization, effecting an internal reorganization, or creating a holding company that will be owned in substantially similar proportions by the Persons who hold BOS's securities immediately before such transaction; or
- (b) upon the implementation of an amalgamation, merger, arrangement, reorganization, business combination or other similar transaction involving BOS, other than a transaction which (i) would result in the owners of voting securities of Advent Calgary (Canada) Holding Limited (or any subsidiary thereof which owns, directly or indirectly, a controlling interest in BOS) outstanding immediately prior thereto continuing to own, directly or indirectly, 50% or more of the combined voting power of the voting securities of the entity or entities surviving such amalgamation, merger, arrangement, reorganization, business combination or other transaction that own and conduct the Business, or (ii) has the sole purpose of changing the province of BOS's organization, effecting an internal reorganization, or creating a holding company that will be owned in substantially similar proportions by the Persons who hold BOS's securities immediately before such transaction; or
- (c) the sale or other disposition by BOS in one transaction or a series of related transactions of all or substantially all its assets.

"Voting Shares" means the common shares of BOS and any other shares in the capital of BOS entitled to vote generally in the election of the board of directors of BOS.

2. Change in Title: The following title change is made to Section 2.1 of the Executive Agreement: Senior Vice President, Sales and Marketing.

3. Change in Salary: [REDACTED]

4. Update to Section References in Section 9.1: The reference to "Sections 9.2 to 9.4 below" in the second line of Section 9.1 of the Executive Agreement is hereby deleted and replaced with "Sections 9.2 to 9.5 below".

5. Update to Termination Without Cause Provision: The last sentence of Section 9.2 of the Executive Agreement (Termination Without Cause) is hereby deleted and replaced with the following:

"The amount payable pursuant to this Section 9.2 shall, subject to Section 9.4, represent all payments to which the Executive is entitled by reason of termination of employment with the Company without Cause."

6. Incorporation of Change of Control Provision: A new Section 9.4 shall be incorporated into the Executive Agreement as follows:

9.4 Termination on Change of Control. Notwithstanding anything to the contrary contained in Section 9.2 or 9.3 of this Agreement, if Executive's employment with the Company is terminated by the Company without Cause in accordance with Section 9.2 of this Agreement, in each case, within 90 days prior to a Change of Control, or within 12 months following a Change of Control, all outstanding stock options granted to the Executive shall vest; provided, that in order to receive the vesting acceleration the Release attached as Schedule A hereto (as may be updated and revised to comply with applicable law to achieve its intent) must be executed by the Executive and delivered to the Company (and no longer subject to revocation by the Executive) within 60 days following termination; provided, further that such vesting acceleration shall occur on the later of the date of the Change of Control and the date the Release is no longer subject to revocation by the Executive. The amounts payable pursuant to this Section 9.4 (and Section 9.2 or 9.3 of this Agreement, as applicable) shall represent all payments to which the Executive is entitled by reason of termination of employment with the Company without Cause or due to Constructive Dismissal in connection with a Change of Control.

7. Change in Numbering of Termination by Employee Provision: The current Section 9.4 (Termination by Employee) shall become Section 9.5 of the Executive Agreement and the reference in the third line thereof to "this Section 9.4" shall be replaced with "this Section 9.5".

8. Incorporation of Options to Purchase Common Shares Provision: A new Section 9.6 shall be incorporated into the Executive Agreement as follows:

9.6 Options to Purchase Common Shares. Termination of employment by the Executive or the Company, other than in the event of a Change of Control, shall not give rise to any rights of the Executive in respect of options to purchase common shares held by the Executive under the Stock Option Plan of the Company as may exist from time to time (the "Plan"), other than the rights which accrue under the Plan as a result of the termination of employment. In the event of a Change of Control, the rights of the Executive in respect of options to purchase common shares

held by the Executive under the Plan will accrue immediately upon the occurrence of a Change of Control in accordance with the terms of the Plan.

9. Change in Numbering of Resignation as an Officer and Director Provision: The current Section 9.5 (Resignation as an Officer and Director) shall become Section 9.7 of the Executive Agreement.

Other than the foregoing changes all the terms and conditions of the Executive Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to Executive Agreement as of the 7th day of March 2017.

BOS Solutions Inc.

By: _____

Craig Ivie

President and Chief Executive Officer

Executive: _____

Rick L. Garland

Witness: _____

Amendment to Executive Agreement

Pursuant to Section 13.1 of the Executive Agreement that you executed with BOS Solutions Inc. (the "Company") effective July 1, 2017, (the "Executive Agreement"), the Company is hereby providing you with notice that the Executive Agreement is amended as follows:

1. Change in Salary: [REDACTED]

Other than the foregoing changes all the terms and conditions of the Executive Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to Executive Agreement as of the 26 day of June 2017.

BOS Solutions Inc.

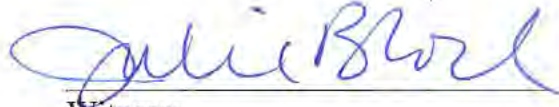
By: 

Craig Ivie
President and Chief Executive Officer

Executive:



Rick Garland



Witness:

Amendment to Executive Agreement

Pursuant to Section 13.1 of the Executive Agreement that you executed with BOS Solutions Inc. (the "Company") effective July 1, 2017 (the "Executive Agreement"), the Company is hereby providing you with notice that the Executive Agreement is amended as follows with such amendment to be effective on the below executed date:

1. Change in Title: The following title change is made to Section 2.1 of the Executive Agreement: your current title of "SR VP of Sales and Marketing" is being changed to "SR VP of Sales and Integrated Services".

Other than the foregoing changes all the terms and conditions of the Executive Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to Executive Agreement as of the 21 day of September 2017.

BOS Solutions Inc.

By: 

Craig Ivie
President and Chief Executive Officer

Executive:



Rick Garland



Witness:

Amendment to Executive Agreement

Pursuant to Section 13.1 of the Executive Agreement that you executed with BOS Solutions Inc. (the "Company") effective May 1, 2018 (the "Executive Agreement"), the Company is hereby providing you with notice that the Executive Agreement is amended as follows with such amendment to be effective on the below executed date:

1. Change in Title: The following title change is made to Section 2.1 of the Executive Agreement: your current title of "SR VP of Sales and Integrated Services" is being changed to "SR VP of Sales and Environmental Services".

Other than the foregoing changes all the terms and conditions of the Executive Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to Executive Agreement as of the 1 day of May 2018.

BOS Solutions Inc.

By: _____

Craig Ivie

President and Chief Executive Officer

Executive:

Rick Garland

Witness:

Amendment to Executive Agreement

Pursuant to Section 13.1 of the Executive Agreement that you executed with BOS Solutions Inc. (the "Company") effective May 31, 2013 (the "Executive Agreement"), the Company is hereby providing you with notice that the Executive Agreement is amended as follows with such amendment to be effective on the below executed date:

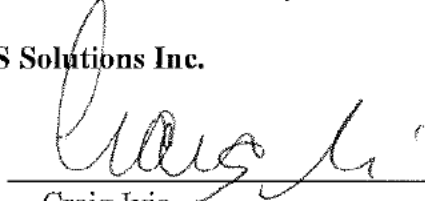
1. Change in Title: The following title change is made to Section 2.1 of the Executive Agreement: your current title of "SR VP of Sales and Environmental Services" is being changed to "President, Environmental Solutions".

2. Change in Salary: [REDACTED]

Other than the foregoing changes all the terms and conditions of the Executive Agreement and any amendments shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to Executive Agreement as of the 9th day of March 2019.

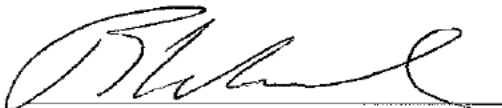
BOS Solutions Inc.

By: 

Craig Ivie

President and Chief Executive Officer

Executive:



Rick Garland



Witness:

Temporary Amendment to Executive Agreement

Pursuant to Section 13.1 of the Executive Agreement that you executed with BOS Solutions, Inc. (the "Company") effective May 31, 2013 (the "Executive Agreement"), the Company is hereby providing you with notice that the Executive Agreement is amended as follows with such amendment to be effective on the below executed date:

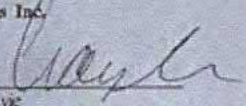
1. Temporary Change in Salary: [REDACTED]

In the event there is a "Change of Control", as defined in your Executive Agreement, this Temporary Amendment will become null and void and all terms and conditions of the Executive Agreement and any amendments will remain in full force and effect.

Other than the foregoing changes all the terms and conditions of the Executive Agreement and any amendments shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to Executive Agreement as of the 1st day of April 2020.

BOS Solutions Inc.

By: 

Craig Ivie
President and Chief Executive Officer

Executive:


Rick Girland


Witness: