EQUIPMENT LOAN AND SECURITY AGREEMENT

THIS AGREEMENT is dated as of the 21 day of APRIL, 2017. ✖

BETWEEN:

ALBERTA TREASURY BRANCHES (the "Creditor")	- and -	D.L.M. OILFIELD ENTERPRISES LTD. (the "Debtor")
Address: 25th Floor, 10020 100 Street NW Edmonton, AB T5J 0N3 Attention:Stephen Karlowsky Tel. No: 780-442-3801		Address: PO BOX 7616 BONNYVILLE, AB T9N 2H9 Attention:ROBERT DUVAL Tel. No: 780-573-1292

SUMMARY OF MAJOR TERMS

Equipment Description:

Year	Make	Model	Description	Serial Number
			PLEASE SEE ATTACHED SCHEDULE A	

Location of Equipment:

AB

Equipment Financing Details:

1. Amount to be Financed	$1,000,000.00	2. Term (in months)	48
3. Monthly Payment Date	30 DAYS AFTER FUNDING	4. First Payment Date	30 DAYS AFTER FUNDING
5. Payment Amount	$23,122.38	6. Variable or Fixed Interest	VARIABLE

7. Annual Interest Rate	Fixed	Government of Canada Year Bond Rate as at the day of , 20	%	%
		Fixed Rate Margin	%	
	Variable	ATB Prime Rate	2.70%	5.20%
		Prime Rate Margin	2.50%	
8. Fee Due At Disbursement	$2,500.00			
9. Additional Provision(s)	NOT APPLICABLE			

RD
Initial ✖

ATB Equipment Finance* ATB Financial®

Form # 965

EQUIPMENT LOAN AND SECURITY AGREEMENT
TERMS AND CONDITIONS – LOAN

ADDITIONAL PROVISIONS:

1. Interpretation

1.1. Definitions

1.1.1. The defined terms used shall be interpreted pursuant to their respective meanings as defined herein. And, unless otherwise defined in this Agreement, all terms used in this Agreement that are defined within the *Personal Property Security Act* of the Province of Alberta (the "**P.P.S.A.**") will have the meanings provided to those terms in the P.P.S.A.

1.1.2. "**Affiliate**" means an affiliate as that term is defined in the *Canada Business Corporations Act*.

1.1.3. "**Agreement**" means this equipment loan and security agreement as the same may be amended, supplemented or restated from time to time and all associated ancillary documents.

1.1.4. "**Applicable Law**" means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, orders and policies of any governmental or regulatory body or Persons having authority over that Person, property, transaction or event.

1.1.5. "**ATB**" is defined above.

1.1.6. "**ATB Prime Rate**" means a fluctuating interest rate per annum, in effect at any time, which is the interest rate per annum announced and adjusted at any time by the Creditor as its reference rate then in effect for determining interest rates on commercial loans made by it in Canada, the initial rate for which is set out in the Annual Interest Rate section of the Summary of Major Terms.

1.1.7. "**Business Day**" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Alberta.

1.1.8. "**Collateral**" is defined in Section 3.4.

1.1.9. "**Communication**" means any notice, demand, request, consent, approval, or other communication which is required or permitted by this Agreement to be given or made by a Party.

1.1.10. "**Creditor**" is defined above.

1.1.11. "**Debtor**" is defined above.

1.1.12. "**Default**" is defined in Section 5.2.

1.1.13. "**Encumbrances**" means all security interests, mortgages, liens, claims, taxes, assessments, charges, or other encumbrances.

1.1.14. "**Equipment**" means the equipment listed in the Equipment Description section of the Summary of Major Terms.

1.1.15. "**Fixed Rate Margin**" means the amount by which the Annual Interest Rate, as set out in the Summary of Major Terms, exceeds the Government of Canada Bond Rate on the day of this Agreement.

1.1.16. "**Governmental Authority**" means:

1.1.16.1. any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; and

1.1.16.2. any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

1.1.17. "**Government of Canada Bond Rate**" means the Government of Canada bond rate for the period of time as set out in the Annual Interest Rate section of the Summary of Major Terms and as of the date set out in the Annual

Interest Rate section of the Summary of Major Terms;

1.1.18. "**GST**" means Goods and Services Tax as defined in the *Excise Tax Act* or in any legislation in replacement thereof.

1.1.19. "**Indebtedness**" means all obligations, indebtedness and liabilities of the Debtor to the Creditor (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid amounts thereof including, without limitation, all future amounts, and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety.

1.1.20. "**Insurance**" is defined in Section 6.1.

1.1.21. "**Interest Rate Differential**" means the Creditor's lost potential interest earning on the payments under Section 3.2 calculated by taking the Lost Earnings Rate and multiplying it by the amount that the Debtor prepays.

1.1.22. "**Loss**" means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment, including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise, and all interest, punitive damages, fines, penalties and professional fees and disbursements, including legal costs on a solicitor and its own client basis.

1.1.23. "**Lost Earnings Rate**" is the difference between:

1.1.23.1. The Creditor's interest rate loan funding cost at the date of the funding of this Agreement, as evidenced by a notice of completion provided to the Debtor by the Creditor; and

1.1.23.2. The Creditor's interest rate loan funding cost at the time of prepayment

as determined by the Creditor.

1.1.24. "**Parties**" means the Creditor and the Debtor, collectively, and "**Party**" means either of them.

1.1.25. "**Person**" shall be broadly interpreted and includes:

1.1.25.1. a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;

1.1.25.2. a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and

1.1.25.3. a Governmental Authority.

1.1.26. "**Prime Rate Margin**" means the amount by which the Annual Interest Rate, as set out in the Summary of Major Terms, exceeds the ATB Prime Rate on the day of this Agreement.

1.1.27. "**Representatives**" means the Affiliates of any Person, and the advisors, agents, consultants, directors, officers, management, employees, subcontractors, and other representatives, including accountants, auditors, financial advisors, lenders and lawyers of any Person and of that Person's Affiliates.

1.1.28. "**Security Interest**" means a continuing security interest by way of mortgage, charge, assignment, and transfer.

1.1.29. "**Securitization**" is defined in Section 8.5.

1.1.30. "**Servicer**" is defined in Section 8.4.

1.1.31. "**Transfer**" is defined in Section 8.5.

1.2. Certain Rules of Interpretation

1.2.1. In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.

1.2.2. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.2.3. References in this Agreement to a Section or Schedule are to be construed as references to a Section or Schedule of or to this Agreement unless otherwise specified.

1.2.4. Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, shall be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period shall end on the next Business Day.

1.2.5. Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

1.3. Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.

1.4. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there shall be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

1.5. Action on a Non-Business Day

Whenever any calculation or payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the calculation or payment is to be made or action is to be taken on the next Business Day.

1.6. Currency

Unless otherwise specified, the word "dollar" and the "$" sign refer to Canadian currency, and all amounts to be advanced, paid, tendered or calculated under this Agreement are to be advanced, paid, tendered or calculated in Canadian currency.

2. Representations and Warranties

Each Party represents and warrants in favour of the other Party as follows:

2.1. no authorization, consent, permit, exemption, approval or other action by, or filing with, or notice to, any Governmental Authority is required in connection with the execution and delivery by it of this Agreement or the performance of its obligations under this Agreement;

2.2. it has the full power and authority to conduct its business, own its properties, and to execute, deliver, and perform all its obligations as detailed in this Agreement;

2.3. to the best of its knowledge, all information furnished in respect of this Agreement is materially accurate and complete;

2.4. as necessary, it is duly incorporated or created and is validly existing and qualified to carry on business in a province of Canada;

2.5. the execution and delivery by it of this Agreement, and the performance of its obligations under this Agreement, do and shall not breach or result in a default under:

2.5.1. any laws, statutes or regulations to which it is subject; or

2.5.2. any contract or covenant by which it is bound;

2.6. to the best of its knowledge, there is no provision in any agreement to which it is a party, nor any judgment, decree or order of any court binding on it, which would be contravened by the execution and delivery of this Agreement; and

2.7. there is no action, litigation or other proceeding in progress, pending or, to its knowledge, threatened against it which might result in a material adverse change in its financial condition or which would materially adversely affect its ability to perform its obligations under this Agreement.

3. Terms of the Loan

3.1. Upon the execution of this Agreement, the Creditor shall provide to the Debtor, any designees of the Debtor, or any combination thereof, a lump sum amount equal to the Amount to be Financed as set out in the Summary of Major Terms.

3.2. The Debtor shall make payments to the Creditor in the amounts, form, and manner set out in the Summary of Major Terms, and as further given meaning by any other section of this Agreement, and any additional reasonable out-of-pocket expenses, including:

3.2.1. legal fees and disbursements on a solicitor and its own client basis incurred in connection with the negotiation, preparation, and execution of this Agreement; the enforcement of this

Agreement, including the items described more fully in Section 5.3.3;

3.2.2. the administration, periodic review, modification, amendment of this Agreement; any waiver, inspection, verification, or appraisal of the Equipment under this Agreement; any increased costs to Creditor as a result of change in any law or regulation, including the items described more fully in Section 7.1.2; and

3.2.3. any other costs and expenses incurred in connection with exercising or preserving Creditor's rights or remedies under this Agreement.

3.3. No payment under Section 3.2 may be cancelled, netted, or otherwise set off against any amount owing from the Creditor to the Debtor.

3.4. As continuing and collateral security for payment and performance of all Indebtedness, and for value received, the receipt and sufficiency of which is hereby acknowledged, the Debtor hereby grants to the Creditor a Security Interest in the Equipment and all personal property derived directly or indirectly from any dealing with the Equipment, including, without limiting the generality of the foregoing, all goods, intangibles, money, documents of title, chattel paper, instruments, securities and security interests and renewals, replacements, additions, substitutions thereof, parts, accessories, attachments and accessions thereto (collectively, the "Collateral") and shall provide all requested authorization and cooperation to the Creditor in the registration, perfection, and maintenance of the Security Interest in the Collateral. Subject to any applicable requirements of the P.P.S.A., all money collected or received by the Creditor pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of Indebtedness in such manner as the Creditor deems best or, at the option of the Creditor, may be released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Creditor hereunder, and any surplus shall be accounted for as required by law. The Security Interest granted by this Agreement secures payment and performance of the Indebtedness. The grant by the Debtor of the Security Interest in the Collateral to the Creditor in no way shall limit or restrict the rights and remedies of the Creditor to collect and enforce collection from the Debtor of any of the Indebtedness, and the Creditor shall not be required or obligated to enforce its rights or remedies under this Agreement before enforcing collection. When the Indebtedness and the granting of a Security Interest by the Debtor gives rise to a purchase-money security interest (as defined by law) in and for the Equipment (or any part thereof), the Debtor does, without limitation, grant to the Creditor a purchase-money security interest in the Equipment in accordance with relevant law in force in the Province of Alberta. The Debtor hereby waives any right it may have to receive a financing statement, financing change statement or verification statement relating to this Agreement.

3.5. The Debtor may, over the course of this Agreement and when not in Default, pay its obligations before they come due on the following terms:

3.5.1. If the type of interest chosen, as further described in Section 4, is fixed, any prepayment shall count first toward a fee equal to the greater of the total interest that would accrue on the amount to be prepaid for the three months following the date of the prepayment and the Interest Rate Differential;

3.5.2. If the type of interest chosen, as further described in Section 4, is variable, any prepayment shall count first toward a fee equal to the total of interest that would accrue on the amount to be prepaid for the three months following the date of the prepayment;

3.5.3. Any prepayment in excess of the amount contemplated in Section 3.5.1 or 3.5.2, as applicable, shall then be applied to the principal amount owing, which shall be calculated by the Creditor based on the Summary of Major Terms; and

3.5.4. Any amount that has been prepaid under Section 3.5.3 shall be applied in inverse order of maturity.

3.6. The Debtor authorizes the Creditor to debit the Debtor's account in payment of any obligations under Section 3.2 using the information provided in ATB Pre-Authorized Debit Agreement (Form 20880) and recognizes that such payments shall be solely for business purposes. The Debtor acknowledges that the debit amount disclosed in ATB Pre-Authorized Debit Agreement (Form 20880) may be adjusted by the Creditor for reasons including:

3.6.1. A change in the applicable interest rate;

3.6.2. Any agreement or arrangement between the Creditor and the Debtor for a revised payment amount; and

3.6.3. Any direction Debtor provides to Creditor requesting Creditor issue a debit in a different amount.

The Debtor agrees to waive the Canadian Payments Association Pre-Notification requirements in respect of all debits drawn under this Section 3.6. The Debtor further agrees that in the event that a payment is dishonoured by the Debtor's financial institution, the Creditor shall be entitled to issue another debit in substitution for the payment and the Creditor shall be under no liability whatsoever with regard to the dishonoured debit. Any payment made under this Section 3.6 shall be treated as if the Debtor had issued a cheque to the Creditor for the amount specified, which shall mean that the financial institution is not required to verify that a pre-authorized debit has been issued in accordance with Debtor's instructions or that any pre-condition to payment has been satisfied.

4. **Interest**

4.1. The Debtor shall pay interest to the Creditor on all amounts outstanding under Section 3.2 at any time in the type, fixed or variable, described in the Summary of Major Terms.

4.1.1. If the type chosen is fixed, Annual Interest Rate shall be equal to the sum of the Government of Canada Bond Rate as at the date of funding (notwithstanding the date provided in the definition of Government of Canada Bond Rate in Section 1.1.17) and the Fixed Rate Margin. Interest on all amounts outstanding under Section 3.2 shall accrue as of the date the funds are advanced, as evidenced by this Agreement including any notice of completion provided to the Debtor by the Creditor hereunder, and shall be calculated (but not compounded) daily on the principal amount of all amounts outstanding under Section 3.2 on the basis of the actual number of days all amounts outstanding under Section 3.2 are outstanding in a year of 365 or 366 days, as applicable, and shall be compounded and payable monthly in arrears on each Monthly Payment Date, as set out in the Summary of Major Terms, for all amounts outstanding under Section 3.2 at the interest rate stated in the Summary of Major Terms. The Creditor will provide the Debtor with a notice of completion outlining the fixed Annual Interest Rate in the event the Government of Canada Bond Rate as at the date of funding (notwithstanding the date provided in the definition of Government of Canada Bond Rate in Section 1.1.17) either increases or decreases from the Government of Canada Bond Rate.

4.1.2. If the type chosen is variable, the Annual Interest Rate shall be equal to the sum of the ATB Prime Rate as of the date of funding and the Prime Rate Margin. Interest on all amounts outstanding under Section 3.2 shall accrue as of the date the funds are advanced, as evidenced by a notice of completion provided to the Debtor by the Creditor hereunder, and shall be calculated (but not compounded) daily on the principal amount of all amounts outstanding under Section 3.2 on the basis of the actual number of days all amounts outstanding under Section 3.2 are outstanding in a year of 365 or 366 days, as applicable, and shall be compounded and payable monthly in arrears on each Monthly Payment Date, as set out in the Summary of Major Terms, for all amounts outstanding under Section 3.2. Changes in the ATB Prime Rate shall cause an immediate adjustment of the Annual Interest Rate applicable to all amounts outstanding under Section 3.2 without the necessity of any notice to the Debtor. The Creditor will provide the Debtor with a notice of completion outlining the variable Annual Interest Rate in the event the ATB Prime Rate as at the date of funding (notwithstanding the date provided in the definition of ATB Prime Rate in Section 1.1.6) either increases or decreases from the ATB Prime Rate.

4.2. Notwithstanding the Payment Amount in the Summary of Major Terms, the Payment Amount shall be calculated on the date of funding, as evidenced by a notice of completion provided to the Debtor by the Creditor, based on the Annual Interest Rate as determined in Section 4.1.

4.3. In the event that any amount outstanding under Section 3.2 is not paid as it becomes due, the interest calculated and compounded on this amount shall be set at the Annual Interest Rate plus an additional 10% per annum, but otherwise shall follow the procedure set out in Section 4.1.

5. **Duration, Default, and Termination**

5.1. Duration

The duration of this Agreement shall begin on the date of this Agreement's execution. The duration of this Agreement shall end on the date of the discharge of the Debtor's final obligation under Section 3.2 of this Agreement.

5.2. Default

Each of the following shall be a default of the Debtor's obligations to the Creditor (a "Default") under this Agreement:

5.2.1. The Debtor fails to pay when due any amount payable hereunder;

5.2.2. The Debtor fails to comply with, observe, or perform any obligation, covenant, or agreement in this Agreement;

5.2.3. The Debtor or any guarantor to this Agreement becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or a receiver is appointed for the Debtor or any guarantor to this Agreement or a substantial part of the Debtor's or any guarantor to this Agreement's assets, or bankruptcy, reorganization, or insolvency proceedings are instituted by or against the Debtor or any guarantor to this Agreement;

5.2.4. The Debtor attempts to abandon, remove, sell, rent, encumber, or lease the Equipment or any part thereof, or any item of the Equipment becomes subject to a lien without the express written consent of the Creditor;

5.2.5. The Creditor in good faith believes, and has commercially reasonable grounds to believe that, the prospect of payment or performance by the Debtor under this Agreement is or is about to be impaired or the Equipment is or is about to be placed in jeopardy;

5.2.6. The Debtor experiences a material adverse change;

5.2.7. The Debtor defaults in the observance or performance of any covenant, condition or obligation contained in any credit agreement between the Debtor and any Person;

5.2.8. Except as permitted by this Agreement or with the prior written consent of the Creditor, there is any change in the ownership of the shares of the Debtor, or the Debtor amalgamates, merges or consolidates with any other Person, or the Debtor sells or otherwise disposes of all or substantially all of its assets out of the ordinary course of business; or

5.2.9. Any statement, representation or warranty heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Creditor to advance any funds to or to enter into this or any other agreement with the Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial, contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such representation, statement or warranty, which change shall not have been disclosed to the Creditor at or prior to the time of such execution.

5.3. Termination

5.3.1. Joint Termination

The Parties may, upon mutual written consent, terminate this Agreement at any time.

5.3.2. Creditor's Option to Terminate

The Creditor may, in its sole discretion, terminate this Agreement in:

5.3.2.1. The event of a Default;

5.3.2.2. The event of the loss, material damage, destruction, confiscation, or theft of the Equipment; or

5.3.2.3. Upon ten days' written notice to the Debtor.

5.3.3. Consequences of Termination

5.3.3.1. Upon termination of this Agreement, the Creditor may, in its sole discretion, to the extent permitted and in conformity with Applicable Law, do any one or more of the following:

5.3.3.1.1. Demand return of the Equipment;

5.3.3.1.2. Without demand or legal process, enter the premises where the Equipment is located and take immediate possession of and remove the same, without liability for such entry or damage to property or otherwise;

5.3.3.1.3. Sell or lease the Equipment at a public or private sale on such terms and notice as Creditor shall deem reasonable;

5.3.3.1.4. Demand the immediate payments of all amounts outstanding under Section 3.2 of this Agreement and a prepayment fee under Section

3.4 of this Agreement on the amount being demanded; or

5.3.3.1.5. Exercise any other right or remedy available to Creditor under Applicable Law or proceed by court action to enforce the terms of this Agreement (including the rights of a secured creditor in respect of the Security Interest constituted hereby) or to recover damages or expenses resulting from the breach of this Agreement.

5.3.3.2. Debtor waives all claims for damages against Creditor arising out of the repossession, voluntary surrender, removal, or disposition of the Equipment; and

5.3.3.3. Debtor shall be liable for and shall pay to Creditor all legal fees on a solicitor and its own client basis, administrative fees, and other costs incurred by Creditor in respect of exercising Creditor's remedies under Sections 5.3.3.1.1, 5.3.3.1.2, 5.3.3.1.3, 5.3.3.1.4, and 5.3.3.1.5.

6. **Obligations and Responsibilities of the Debtor**

6.1. As reasonably required by Creditor, insure and maintain insurance on the Equipment for the greater of the Equipment's full replacement value and the total outstanding obligation under Section 3.2 of this Agreement during the duration as described under Section 5.1 of this Agreement (the "Insurance"). The Insurance shall be primary and non-contributory insofar as concerns the Creditor's insurance program. The total of the sum of all deductibles on the Insurance shall not exceed $75,000. Without limiting the foregoing, the Insurance must contain the following terms:

6.1.1. In the event of a cancellation of the Insurance, the provider of the Insurance must notify the Creditor in writing at least 30 days in advance of the cancellation of the Insurance;

6.1.2. Endorsements that protect the Debtor from financial exposure due to environmental liability issues including hazardous material handling. If the Debtor has other potential environmental exposure, the Debtor must carry appropriate coverage for that exposure;

6.1.3. Commercial general liability coverage insurance covering bodily injury or property damage to third parties caused by the Equipment, under which the Creditor is included as additional insured, with a minimum limit of insurance of $2,000,000;

6.1.4. Property insurance covering the Equipment from physical damage or loss, under which the Creditor is included as first loss payee;

6.2. Provide to the Creditor a certificate of policy or insurance for the Insurance indicating:

6.2.1. The Creditor's name and address;

6.2.2. The insurer's name and address;

6.2.3. A description of the Equipment including make, model, and serial number;

6.2.4. The amount for which each piece of Equipment is insured and every deductible generally and for every Equipment. In the event that it is not possible for the Insurance to list each Equipment individually, the Creditor may, in its sole discretion, accept blanket insurance coverage;

6.2.5. The effective date of the Insurance; and

6.2.6. The expiry date of the Insurance.

6.3. Assume all risk of loss, damage to, or destruction, theft, or confiscation of the Equipment, including:

6.3.1. the acceptance that the Creditor is under no obligation to replace the Equipment in the aforementioned circumstances; and

6.3.2. the responsibility to notify the Creditor if the Equipment is lost, damaged, destroyed, or confiscated.

6.4. Maintain and repair the Equipment, pay all operating expenses for the Equipment, and keep the Equipment in good operating condition and appearance in accordance with manufacturer's service requirements and warranties at Debtor's expense.

6.5. Observe the following rules in connection with the use of the Equipment:

6.5.1. Keep the Equipment in good condition so as to continuously and fully comply with the requirements of all Governmental Authorities;

6.5.2. Replace any part of the Equipment that becomes worn out, lost, stolen, destroyed, or otherwise rendered permanently unfit or unavailable with replacement and substitute parts and accessories that are original equipment from the manufacturer of the Equipment, or from commercially reputable providers with similar or superior value, serviceability, and warrant;

6.5.3. Keep the Debtor's business located, under the deemed location rules of Section 7(1) of the P.P.S.A., in Alberta;

6.5.4. Not remove the Equipment from Alberta except in the ordinary course of business;

6.5.5. Not remove the Equipment from Alberta for a period of greater than 30 consecutive days;

6.5.6. Provide 15 days' written notice to the Creditor prior to the removal of the Equipment from Alberta; and

6.5.7. Not allow the Equipment to be employed, used or otherwise engaged for consumer, household, or personal use, or in any way that, in the view of the Creditor, is not the intended and conventional use of the Equipment.

6.6. Permit a representative of the Creditor at any time to inspect the Equipment and permit entrance into any location where the Equipment may be situated and the Debtor shall pay the Creditor's expenses incurred in this regard;

6.7. Notify the Creditor upon the occurrence of any material adverse change.

6.8. Provide to the Creditor, on the date noted at the beginning of this Agreement, documentation in a form satisfactory to the Creditor indicating that the Equipment is owned by the Debtor and is free of all Encumbrances other than any permitted Encumbrances set forth in this Agreement (or in any equipment security agreement taken from the Debtor by the Creditor in connection herewith);

6.9. Defend the Equipment against the claims and demands of all other parties claiming the same or an interest therein;

6.10. Notify the Creditor immediately of:

6.10.1. any change in the information contained and provided herein or in the schedules hereto relating to the Debtor, the Debtor's affairs, or the Equipment;

6.10.2. any change in the ownership of the shares of the Debtor, or if the Debtor amalgamates, merges or consolidates, or the Debtor sells or otherwise disposes of all or substantially all of its assets out of the ordinary course of business;

6.10.3. the details of any claims or litigation affecting the Equipment or which would result in a material adverse change in the Debtor's financial condition or which would affect the Debtor's ability to perform its obligations under this Agreement;

6.10.4. the return to, or repossession by the Debtor of any of the Equipment;

6.11. Provide to the Creditor all requested information on accrual, notice of, and payment of any taxes or other remittances with regard to the Equipment;

6.12. Pay all obligations and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or the Equipment as and when they become due and payable and provide the Creditor all information as the Creditor deems necessary to show payment of all of the obligations and other charges in this subsection;

6.13. Agree that the Creditor, in its sole discretion may pay or satisfy any Encumbrance created in respect of any Equipment or any sum necessary to be paid to clear title to such Equipment, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the Annual Interest Rate;

6.14. Prevent the Equipment from being or becoming an accession or fixture to other property not covered by this Agreement;

6.15. Deliver to the Creditor from time to time promptly upon request:

6.15.1. any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Equipment;

6.15.2. all files, books and all records, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Equipment or copies thereof for the purpose of inspecting, auditing or copying the same; and

6.15.3. such other information concerning the Equipment, the Debtor and the Debtor's affairs as the Creditor may reasonably request;

6.16. Provide, to the Creditor, annual financial statements of the Debtor, any Affiliates of the Debtor and any guarantors to this Agreement, each in a form satisfactory to the Creditor, within 120 days of the applicable entity's fiscal year end.

6.17. Not make any change to Debtor's primary business activity without the Creditor's express written consent.

6.18. Perform the following actions pertaining to tax compliance:

6.18.1. Pay and remit all sums when due to tax and other governmental authorities including any

sums in respect of employees, and provide proof to Creditor upon request;

6.18.2. Provide Creditor with such information and documentation as Creditor may require from time to time in respect of the collection and payment of GST including information concerning the amount of taxable supplies, GST collected, input tax credits received and GST paid during each reporting period; and

6.18.3. Forward to Creditor a copy of any GST election forms filed with Canada Revenue Agency upon request.

6.19. Perform all other obligations to be performed under this Agreement.

7. **Indemnification, Limitation of Liability**

7.1. Debtor's Indemnification of Creditor

7.1.1. The Debtor shall indemnify the Creditor and its Affiliates and their Representatives for any Loss which may be incurred by the Creditor arising out of any misrepresentation, failure to perform or breach of this Agreement by the Creditor and its Affiliates and their Representatives or arising from any claim of product liability or any similar claim relating to the quality of the Equipment or an alleged defect or deficiency in the Equipment or relating to the operation of the Debtor's business, to the extent that the claim relates directly or indirectly to any matter within the control of the Debtor.

7.1.2. The Debtor also shall indemnify the Creditor and its Affiliates and their Representatives for any Loss that may occur due to any introduction of, change in, or implementation of any Applicable Law that:

7.1.2.1. Subjects the Creditor to any tax, changes the basis of taxation of payments due to the Creditor, or increase in any existing tax on payments of principal, interest, or other amounts payable by the Debtor to the Creditor under this Agreement;

7.1.2.2. Imposes, modifies, or deems applicable any reserve, special deposit, capital adequacy, regulatory, or similar requirement against assets or liabilities held by the Creditor, or deposits of or for the account of the Creditor, or loans by the Creditor, or any other acquisition of funds for loans by the Creditor, or commitments by the Creditor to fund loans or obligations of the Creditor in respect of bankers' acceptances accepted by such Creditor; or

7.1.2.3. Imposes on the Creditor any other condition with respect to this Agreement.

The applicability of this Section 7.1.2 shall be at the sole discretion of the Creditor acting reasonably.

7.2. Disclaimer and Release

To the maximum extent permitted by any Applicable Law, and except as otherwise set out expressly in this Agreement, the Debtor waives, releases and disclaims, all undertakings representations, warranties (express or implied), obligations and liabilities of the Creditor and all other remedies, rights and claims against the Creditor, arising by law, statute or otherwise, with respect to the Equipment, including any warranty of merchantability or fitness for a particular purpose, any warranty arising from course of performance, course of dealing or usage of trade, and any obligation, liability, right, remedy or claim in tort, despite any fault, negligence, omission or strict liability of the Creditor (whether active, passive or imputed). No claims of any kind, whether as to materials delivered or for non-delivery of materials from the Creditor, and whether arising in tort or contract, shall be greater in amount than the purchase price of the Equipment in respect of which such damages are claimed.

8. **Assignment; Securitization Provisions**

8.1. Debtor unconditionally agrees that Creditor may assign all or part of its interest in the Agreement, Debtor's payments, and the Equipment to others without notice to or consent of the Debtor.

8.2. Debtor consents to the dissemination, for the purposes of an assignment, to any assignee of any confidential information given to the Creditor or any assignees.

8.3. Debtor acknowledges that it may not assign this Agreement under any circumstance.

8.4. During the term of this Agreement, this Agreement may be serviced by ATB or any other party as may from time to time be selected by ATB or any transferee or assignee of ATB, (ATB or any such other party, transferee or assignee in such capacity, the "Servicer"). ATB will notify the Debtor in writing it has selected a Servicer and from and after receipt of such written notice, the Debtor shall deal exclusively with the Servicer with respect to all matters relating to this Agreement, and Debtor agrees that all enforcement actions or proceedings may be brought by the Servicer on behalf of ATB and all other persons having an ownership interest in this Agreement from time to time and Debtor waives any requirement that ATB or such other owners be a party thereto. The Debtor will, after

receipt of written notice from ATB of the selection of a Servicer, make all payments on this Agreement to, and deal with, the Servicer on all matters of administration of this Agreement until further directed in writing by the Servicer.

8.5. ATB shall have the right, without notice or consent of the Debtor, to transfer, assign, sell or participate its rights and obligations in this Agreement, in whole or in part, to one or more persons. Without limiting the generality of the foregoing, the Debtor acknowledges and agrees that this Agreement (or securities backed by or representing interests in pools of chattel paper of which this Agreement is part) may be sold, transferred, participated, pledged or assigned (a "**Transfer**"), or securitized (a "**Securitization**") through, among other things, private placements or public markets, without further notice to the Debtor and the Debtor hereby consents to any such Transfer or Securitization. The Debtor consents, acknowledges, and agrees that, in contemplation of or as part of any such Transfer or Securitization, all information and materials (including, without limitation, financial statements, net worth statements, personal financial information, credit reports, information on the Equipment, the status of this Agreement, and any default thereunder) provided in connection with this transaction, may be collected by ATB, the Servicer and other servicing entities who service securitized pools from time to time of which this Agreement may become part, and may be disclosed to and used by: (a) any party who is acquiring, is contemplating acquiring, or has acquired, an ownership interest in this Agreement; (b) the Servicer, its successors, and other servicing entities who service the commercial leases or securitized pools of commercial chattel paper from time to time of which this Agreement may become part; (c) assignees, pledgees, insurers, purchasers or transferees under a Transfer or Securitization; (d) the public or any private entity or group in an offering memorandum, prospectus or other disclosure document; (e) the public, any private entity or group and/or other interested persons in the course of providing market information in regard to the ongoing status of this Agreement or chattel paper pools of which this Agreement may be part; (f) any subsequent or proposed purchaser and their third party advisors and/or agents; and (g) any underwriters, placement agents, rating agencies, governmental authorities or other persons in connection with such Transfers or Securitizations.

If any of the aforesaid information constitutes personal information of an individual, the Debtor: (a) represents that the Debtor has obtained the individual's consent to the collection and use of such information; and (b) hereby confirms and agrees that the release and disclosure of any such information by ATB and/or the Servicer constitutes the release and disclosure of such information with the full knowledge and consent of the Debtor and the individual within the meaning of the *Personal Information Protection and Electronic Documentation Act* (Canada), as amended, and the *Personal Information Protection Act* (Alberta), as amended, to the extent that such legislation is applicable to the use and disclosure of personal information under a Transfer or Securitization. The Debtor covenants and agrees that in the event of a Transfer or Securitization, the Debtor shall: (a) at ATB's and/or the Servicer's request, meet with representatives of the rating agencies and/or investors to discuss the business operations in respect of the Equipment which may be securing this Agreement, (b) permit ATB and/or the Servicer or their respective representatives to provide related information to the rating agencies and/or investors, and (c) cooperate with the reasonable requests of the rating agencies and/or investors in connection with all of the foregoing.

9. Know Your Client & Anti-Money Laundering Provisions

9.1. The Debtor recognizes and accepts that the Creditor shall take all necessary steps to comply with all Applicable Law and internal policies on issues characterized as know your client or anti-money laundering issues.

9.2. The Debtor consents to provide all necessary information and undertakes to engage in all necessary action, at its own expense, to assist the Creditor with the Creditor's compliance under Section 9.1.

10. General

10.1. Third Party Indemnification

To ensure that the indemnities provided by the Debtor to the Creditor's and its Affiliates and their Representatives are enforceable, it is agreed by the Parties that the Creditor is acting as agent for those Persons with respect to the indemnities intended to be given to those Persons under this Agreement. The Creditor agrees that it shall hold any right to indemnification that any of those Persons is intended to have under this Agreement in trust for them and that funds received by the Creditor in respect of any claims by any of those Persons shall be held in trust for those Persons.

10.2. Relationship Between the Parties

The Creditor and the Debtor are independent contractors. This Agreement does not constitute the

Creditor and the Debtor as agents, legal representatives, sales representatives, partners, employees, servants or joint venturers of each other for any purpose. The Debtor agrees to defend, indemnify, and hold Creditor harmless from and against any and all claims or third parties that would not have arisen but for an act or omission by the Debtor that is contrary to the above-acknowledged relationship or any other term of this Agreement.

10.3. Notices

Any Communication must be in writing and either:

10.3.1. Delivered personally or by courier; or

10.3.2. Transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as listed in the recitals or at any other address as any Party may at any time advise the other by Communication given or made in accordance with this Section 10.3. Any Communication delivered to the Party to whom it is addressed shall be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication shall be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission shall be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 6 pm (local time of the recipient), the Communication shall be deemed to have been given or made and received on the next Business Day.

10.4. Severability

Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, shall not affect:

10.4.1. the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part; or

10.4.2. the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

10.5. Privacy

Creditor may collect, use, and disclose Debtor's personal information in accordance with law. A copy of Creditor's "Collection, Use, and Disclosure" brochure can be obtained from any of Creditor's branches and a copy of Creditor's complete privacy code may be obtained from www.atb.com or at any of Creditor's branches.

10.6. Submission to Jurisdiction

Each of the Parties irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the Province of Alberta to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by Applicable Law, each of the Parties:

10.6.1. irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province, or that the subject matter of this Agreement may not be enforced in those courts;

10.6.2. irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 10.6, of the substantive merits of any suit, action or proceeding; and

10.6.3. to the extent a Party has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

10.7. Conduct of Parties

All requests, consents, approvals, opinions and decisions given or made by either Party as permitted by this Agreement must be reasonable, not be unreasonably withheld or delayed, not be subject to unreasonable conditions or qualifications, be based on good and sound business judgment, and be consistent with the terms of this Agreement. Whenever a Section of this Agreement or a Schedule requires a consent or approval by a Party and notification of the consent or approval is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its consent or approval.

10.8. Amendment and Waiver

No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any

waiver constitute a continuing waiver unless otherwise expressly provided.

10.9. Succession

This Agreement shall apply to and bind the Debtor's heirs, executors, liquidators, administrators, successors, and assigns and shall enure to the benefit of and be enforceable by Creditor, its successors and assigns (including any Servicer).

10.10. Further Assurances

Each Party shall, at the requesting Party's cost and expense, execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting Party to give effect to this Agreement and, without limiting the generality of this Section 10.10, shall do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required at any time by all Governmental Authorities having jurisdiction over the affairs of a Party or as may be required at any time under Applicable Law or in connection with a Transfer or Securitization.

10.11. Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which shall be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement, as of the date noted at the beginning of this Agreement.

SIGNATURES:

Per:	ALBERTA TREASURY BRANCHES	Per:	D.L.M. OILFIELD ENTERPRISES LTD.
Name:	STEPHEN KARLOWSKY	Name:	ROBERT JOSEPH DUVAL
Title:	RELATIONSHIP MANAGER	Title:	CEO, EXECUTIVE OPERATIONS

Per:	ALBERTA TREASURY BRANCHES	Per:	
Name:		Name:	
Title:		Title:	

EQUIPMENT LOAN AND SECURITY AGREEMENT
SCHEDULE A

THIS SCHEDULE is dated as of the 21 day of APRIL, 2017, pursuant to the terms of the **EQUIPMENT LOAN AND SECURITY AGREEMENT** between Creditor and Debtor dated as of the 21 day of APRIL, 2017. X

EQUIPMENT DESCRIPTION:

Year	Make	Model	Description	Serial Number
2014	DODGE	RAM 1500	WORK TRUCK	1C6RR7LM2ES340225
2010	FORD	F350	WORK TRUCK	1FTWW3B51AEB21806
2002	GMC	C6500	GRAVEL TRUCK	1GDJ7H1E32J900294
2007	FREIGHTLINER	M2 S/A	STEAMER TRUCK	1FVACXCT87HW86394
2011	FORD	F550	BOOM DECK TRUCK	1FDUF5HY2BEC08678
2005	GMC	C5500	PICKER DECK TRUCK	1GDE5C3245F500622
2005	KENWORTH	T800B	PRESSURE TRUCK	1NKDLU9X75R979744
1998	BOBCAT	863	SKID STEER LOADER C/W BOBCAT 66 CLEANUP BUCKET S/N 6703927	514416942
2009	VOLVO	G946	MOTOR GRADER	VCE0G946L00042787
2012	FORD	F350	WORK TRUCK	1FT8W3B69CEB80445
2012	CAPITAL	SINGLE 72	SERVICE RIG C/W WEATHERFORD 150 TON LINK TOOLPUSHER S/N 41224115-04A / 04B AND MCKISSICK 75-TON BLOCK S/N 0876164	2C9AJ0054CE198039
2012	UNITED	FAB	MOBILE DOG HOUSE	2UFWTC284CT000113
2012	KENWORTH	T300	FLAT DECK PICKER C/W 2012 FASSI F155AC 7-TON KNUCKLE CRANE S/N 1503-0163	2NKHHM7H4CM957445
2012	TRAIL PRO	HB148	TRIDEM DECK TRAILER	2DAHC1277CT013898
2012	ADVANCE	TRIDEM	TANK TRAILER	2AEASWBHXCK000102
2012	ADVANCE	TRIDEM	TANK TRAILER	2AEASWBH1CK000103
2012	ADVANCE	TRIDEM	TANK TRAILER	2AEASWBH9CK000107
2008	ADVANCE	TRIDEM	TANK TRAILER	2AEASWBH48S000183
2008	ADVANCE	TRIDEM	TANK TRAILER	2AEASWBH98S000177
2010	HUTCHINSON	TRIDEM	TANK TRAILER	2H9AEBHG2AT002984
2009	HUTCHINSON	TRIDEM	TANK TRAILER C/W 38000L CAPACITY TANK S/N 09-7725	2H9AE11G09T002725

SIGNATURES:

Per:	ALBERTA TREASURY BRANCHES	Per:	D.L.M. OILFIELD ENTERPRISES LTD.
Name:	STEPHEN KARLOWSKY	Name:	ROBERT JOSEPH DUVAL
Title:	RELATIONSHIP MANAGER	Title:	CEO, EXECUTIVE OPERATIONS
Per:	ALBERTA TREASURY BRANCHES	Per:	
Name:		Name:	
Title:		Title:	

ATB Equipment Finance

ATB Financial™

Amending Agreement

THIS AMENDING AGREEMENT (this "**Amendment**") is made as of the 2 day of MARCH, 2018 (the "**Amendment Effective Date**"), X

BETWEEN:

D.L.M. OILFIELD ENTERPRISES LTD.,
a company incorporated pursuant to the laws of ALBERTA
(the "**Debtor**")

- and -

ALBERTA TREASURY BRANCHES,
a Provincial Crown Corporation incorporated pursuant to the *Alberta Treasury Branches Act* (Alberta)
(the "**Creditor**")

WHEREAS the Debtor and the Creditor entered into the EQUIPMENT LOAN AND SECURITY AGREEMENT as of the 21st day of APRIL, 2017 (as the same may have been previously amended, modified, supplemented, restated or replaced, the "**Financing Agreement**");

AND WHEREAS the Debtor and the Creditor wish to amend the Financing Agreement, on and subject to the terms hereof;

AND WHEREAS the Financing Agreement does not set any specific mechanism for amending the Financing Agreement that would prevent the amendment of the Agreement by mutual consent of Debtor and the Creditor.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Annual Interest Rate: Effective March 1, 2018

Variable	ATB Prime Rate	3.45%	6.20%
	Prime Rate Margin	2.75%	

Notwithstanding the details of payment set out under subsection 3.2 and the Summary of Major Terms of this Agreement, the parties agree that the amount due shall be $10,585.45 per month commencing March 25, 2018 until loan expiry on APRIL 25, 2021

The provisions of the Financing Agreement, as amended hereby, and all of the covenants, terms, conditions and provisions contained in the Financing Agreement, as amended hereby, are hereby ratified, confirmed and approved.

This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same Amendment. The delivery of a facsimile or other electronic copy of an executed counterpart of this Amendment shall be deemed to be valid execution and delivery of this Amendment, but the party delivering such facsimile or other electronic copy shall deliver an original copy of this Amendment as soon as reasonably possible after delivery of the facsimile or other electronic copy.

[remainder of page intentionally left blank; signature page follows]

ATB Financial®

IN WITNESS WHEREOF the undersigned have executed this Amendment as of the Amendment Effective Date.

SIGNATURES:

Per:	**ALBERTA TREASURY BRANCHES**	Per:	**D.L.M. OILFIELD ENTERPRISES LTD.**
Name:	NADINE HORNER	Name:	ROBERT JOSEPH DUVAL
Title:	RELATIONSHIP MANAGER	Title:	CEO

Per:	**ALBERTA TREASURY BRANCHES**	Per:	
Name:		Name:	
Title:		Title:	

Per:	**ALBERTA TREASURY BRANCHES**	Per:	
Name:		Name:	
Title:		Title:	

Amending Agreement

THIS AMENDING AGREEMENT (this "Amendment") is made as of the 12 day of June, 2018 (the "Amendment Effective Date"), X

BETWEEN:

D.L.M. OILFIELD ENTERPRISES LTD.,
a company incorporated pursuant to the laws of ALBERTA
(the "**Debtor**")

- and -

ATB FINANCIAL
previously Alberta Treasury Branches,
a Provincial Crown Corporation incorporated pursuant to the *ATB Financial Act*
previously Alberta Treasury Branches Act (Alberta)
(the "**Creditor**")

WHEREAS the Debtor and the Creditor entered into the Equipment Loan and Security Agreement as of the 10TH day of JUNE, 2015 (as the same may have been previously amended, modified, supplemented, restated or replaced, the "**Financing Agreement**");

AND WHEREAS the Debtor and the Creditor wish to amend the Financing Agreement, on and subject to the terms hereof;

AND WHEREAS the Financing Agreement does not set any specific mechanism for amending the Financing Agreement that would prevent the amendment of the Agreement by mutual consent of Debtor and the Creditor.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Notwithstanding the details of payment set out under subsection 3.2 and the Summary of Major Terms of this Agreement, the parties agree that for the period starting on the 25th day of JUNE, 2018 and ending on the 25TH day of APRIL, 2022 the amount due shall be $8,121.72 instead of the amount that would otherwise be due under this Agreement. The parties further agree the above change to the amount due shall be offset by extending the loan expiry to April 25, 2022.

Restructure fee: $2,000.00 - EF Loan Facility 765-31354982800

The provisions of the Financing Agreement, as amended hereby, and all of the covenants, terms, conditions and provisos contained in the Financing Agreement, as amended hereby, are hereby ratified, confirmed and approved.

This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same Amendment. The delivery of a facsimile or other electronic copy of an executed counterpart of this Amendment shall be deemed to be valid execution and delivery of this Amendment, but the party delivering such facsimile or other electronic copy shall deliver an original copy of this Amendment as soon as reasonably possible after delivery of the facsimile or other electronic copy.

[remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF the undersigned have executed this Amendment as of the Amendment Effective Date.

SIGNATURES:

Per:	**ATB FINANCIAL**	Per:	**D.L.M. OILFIELD ENTERPRISES LTD.**
Name:	NADINE HORNER	Name:	ROBERT JOSEPH DUVAL
Title:	RELATIONSHIP MANAGER	Title:	CEO, EXECUTIVE OPERATIONS

Per:	**ATB FINANCIAL**	Per:	
Name:		Name:	
Title:		Title:	

EQUIPMENT LOAN AND SECURITY AGREEMENT

THIS AGREEMENT is dated as of the 8 day of ~~MAY~~ June, 2017.

BETWEEN:

ALBERTA TREASURY BRANCHES (the "Creditor") Address: 25th Floor, 10020 100 Street NW Edmonton, AB T5J 0N3 Attention: Stephen Karlowsky Tel. No: 780-442-3801	- and -	**D.L.M. OILFIELD ENTERPRISES LTD.** (the "Debtor") Address: PO BOX 7616 BONNYVILLE, AB T9N 2H9 Attention: ROBERT DUVAL Tel. No: 780-573-1292

SUMMARY OF MAJOR TERMS

Equipment Description:

Year	Make	Model	Description	Serial Number
			PLEASE SEE ATTACHED SCHEDULE A	

Location of Equipment:

AB

Equipment Financing Details:

1. Amount to be Financed	$3,300,000.00		2. Term (in months)	48
3. Monthly Payment Date	30 DAYS AFTER FUNDING		4. First Payment Date	30 DAYS AFTER FUNDING
5. Payment Amount	$76,308.62		6. Variable or Fixed Interest	VARIABLE
7. Annual Interest Rate	Fixed	Government of Canada Year Bond Rate as at the day of , 20	%	%
		Fixed Rate Margin	%	
	Variable	ATB Prime Rate	2.70%	5.20%
		Prime Rate Margin	2.50%	
8. Fee Due At Disbursement	$8,250.00			
9. Additional Provision(s)	NOT APPLICABLE			

Initial

ATB Equipment Finance®

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*Registered trademark of Alberta Treasury Branches.

Form # 965

EQUIPMENT LOAN AND SECURITY AGREEMENT

TERMS AND CONDITIONS – LOAN

ADDITIONAL PROVISIONS:

1. **Interpretation**

1.1. Definitions

1.1.1. The defined terms used shall be interpreted pursuant to their respective meanings as defined herein. And, unless otherwise defined in this Agreement, all terms used in this Agreement that are defined within the *Personal Property Security Act* of the Province of Alberta (the "**P.P.S.A.**") will have the meanings provided to those terms in the P.P.S.A.

1.1.2. "**Affiliate**" means an affiliate as that term is defined in the *Canada Business Corporations Act*.

1.1.3. "**Agreement**" means this equipment loan and security agreement as the same may be amended, supplemented or restated from time to time and all associated ancillary documents.

1.1.4. "**Applicable Law**" means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, orders and policies of any governmental or regulatory body or Persons having authority over that Person, property, transaction or event.

1.1.5. "**ATB**" is defined above.

1.1.6. "**ATB Prime Rate**" means a fluctuating interest rate per annum, in effect at any time, which is the interest rate per annum announced and adjusted at any time by the Creditor as its reference rate then in effect for determining interest rates on commercial loans made by it in Canada, the initial rate for which is set out in the Annual Interest Rate section of the Summary of Major Terms.

1.1.7. "**Business Day**" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Alberta.

1.1.8. "**Collateral**" is defined in Section 3.4.

1.1.9. "**Communication**" means any notice, demand, request, consent, approval, or other communication which is required or permitted by this Agreement to be given or made by a Party.

1.1.10. "**Creditor**" is defined above.

1.1.11. "**Debtor**" is defined above.

1.1.12. "**Default**" is defined in Section 5.2.

1.1.13. "**Encumbrances**" means all security interests, mortgages, liens, claims, taxes, assessments, charges, or other encumbrances.

1.1.14. "**Equipment**" means the equipment listed in the Equipment Description section of the Summary of Major Terms.

1.1.15. "**Fixed Rate Margin**" means the amount by which the Annual Interest Rate, as set out in the Summary of Major Terms, exceeds the Government of Canada Bond Rate on the day of this Agreement.

1.1.16. "**Governmental Authority**" means:

1.1.16.1. any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; and

1.1.16.2. any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

1.1.17. "**Government of Canada Bond Rate**" means the Government of Canada bond rate for the period of time as set out in the Annual Interest Rate section of the Summary of Major Terms and as of the date set out in the Annual

Interest Rate section of the Summary of Major Terms;

1.1.18. "GST" means Goods and Services Tax as defined in the *Excise Tax Act* or in any legislation in replacement thereof.

1.1.19. "Indebtedness" means all obligations, indebtedness and liabilities of the Debtor to the Creditor (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid amounts thereof including, without limitation, all future amounts, and whether such Indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety.

1.1.20. "Insurance" is defined in Section 6.1.

1.1.21. "Interest Rate Differential" means the Creditor's lost potential interest earning on the payments under Section 3.2 calculated by taking the Lost Earnings Rate and multiplying it by the amount that the Debtor prepays.

1.1.22. "Loss" means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment, including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise, and all interest, punitive damages, fines, penalties and professional fees and disbursements, including legal costs on a solicitor and its own client basis.

1.1.23. "Lost Earnings Rate" is the difference between:

1.1.23.1. The Creditor's interest rate loan funding cost at the date of the funding of this Agreement, as evidenced by a notice of completion provided to the Debtor by the Creditor; and

1.1.23.2. The Creditor's interest rate loan funding cost at the time of prepayment

as determined by the Creditor.

1.1.24. "Parties" means the Creditor and the Debtor, collectively, and "Party" means either of them.

1.1.25. "Person" shall be broadly interpreted and includes:

1.1.25.1. a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;

1.1.25.2. a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and

1.1.25.3. a Governmental Authority.

1.1.26. "Prime Rate Margin" means the amount by which the Annual Interest Rate, as set out in the Summary of Major Terms, exceeds the ATB Prime Rate on the day of this Agreement.

1.1.27. "Representatives" means the Affiliates of any Person, and the advisors, agents, consultants, directors, officers, management, employees, subcontractors, and other representatives, including accountants, auditors, financial advisors, lenders and lawyers of any Person and of that Person's Affiliates.

1.1.28. "Security Interest" means a continuing security interest by way of mortgage, charge, assignment, and transfer.

1.1.29. "Securitization" is defined in Section 8.5.

1.1.30. "Servicer" is defined in Section 8.4.

1.1.31. "Transfer" is defined in Section 8.5.

1.2. Certain Rules of Interpretation

1.2.1. In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.

1.2.2. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.2.3. References in this Agreement to a Section or Schedule are to be construed as references to a Section or Schedule of or to this Agreement unless otherwise specified.

1.2.4. Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, shall be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period shall end on the next Business Day.

1.2.5. Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

1.3. Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.

1.4. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there shall be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

1.5. Action on a Non-Business Day

Whenever any calculation or payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the calculation or payment is to be made or action is to be taken on the next Business Day.

1.6. Currency

Unless otherwise specified, the word "dollar" and the "$" sign refer to Canadian currency, and all amounts to be advanced, paid, tendered or calculated under this Agreement are to be advanced, paid, tendered or calculated in Canadian currency.

2. **Representations and Warranties**

Each Party represents and warrants in favour of the other Party as follows:

2.1. no authorization, consent, permit, exemption, approval or other action by, or filing with, or notice to, any Governmental Authority is required in connection with the execution and delivery by it of this Agreement or the performance of its obligations under this Agreement;

2.2. it has the full power and authority to conduct its business, own its properties, and to execute, deliver, and perform all its obligations as detailed in this Agreement;

2.3. to the best of its knowledge, all information furnished in respect of this Agreement is materially accurate and complete;

2.4. as necessary, it is duly incorporated or created and is validly existing and qualified to carry on business in a province of Canada;

2.5. the execution and delivery by it of this Agreement, and the performance of its obligations under this Agreement, do and shall not breach or result in a default under:

2.5.1. any laws, statutes or regulations to which it is subject; or

2.5.2. any contract or covenant by which it is bound;

2.6. to the best of its knowledge, there is no provision in any agreement to which it is a party, nor any judgment, decree or order of any court binding on it, which would be contravened by the execution and delivery of this Agreement; and

2.7. there is no action, litigation or other proceeding in progress, pending or, to its knowledge, threatened against it which might result in a material adverse change in its financial condition or which would materially adversely affect its ability to perform its obligations under this Agreement.

3. **Terms of the Loan**

3.1. Upon the execution of this Agreement, the Creditor shall provide to the Debtor, any designees of the Debtor, or any combination thereof, a lump sum amount equal to the Amount to be Financed as set out in the Summary of Major Terms.

3.2. The Debtor shall make payments to the Creditor in the amounts, form, and manner set out in the Summary of Major Terms, and as further given meaning by any other section of this Agreement, and any additional reasonable out-of-pocket expenses, including:

3.2.1. legal fees and disbursements on a solicitor and its own client basis incurred in connection with the negotiation, preparation, and execution of this Agreement; the enforcement of this

Agreement, including the items described more fully in Section 5.3.3;

3.2.2. the administration, periodic review, modification, amendment of this Agreement; any waiver, inspection, verification, or appraisal of the Equipment under this Agreement; any increased costs to Creditor as a result of change in any law or regulation, including the items described more fully in Section 7.1.2; and

3.2.3. any other costs and expenses incurred in connection with exercising or preserving Creditor's rights or remedies under this Agreement.

3.3. No payment under Section 3.2 may be cancelled, netted, or otherwise set off against any amount owing from the Creditor to the Debtor.

3.4. As continuing and collateral security for payment and performance of all Indebtedness, and for value received, the receipt and sufficiency of which is hereby acknowledged, the Debtor hereby grants to the Creditor a Security Interest in the Equipment and all personal property derived directly or indirectly from any dealing with the Equipment, including, without limiting the generality of the foregoing, all goods, intangibles, money, documents of title, chattel paper, instruments, securities and security interests and renewals, replacements, additions, substitutions thereof, parts, accessories, attachments and accessions thereto (collectively, the "**Collateral**") and shall provide all requested authorization and cooperation to the Creditor in the registration, perfection, and maintenance of the Security Interest in the Collateral. Subject to any applicable requirements of the P.P.S.A., all money collected or received by the Creditor pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of Indebtedness in such manner as the Creditor deems best or, at the option of the Creditor, may be released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Creditor hereunder, and any surplus shall be accounted for as required by law. The Security Interest granted by this Agreement secures payment and performance of the Indebtedness. The grant by the Debtor of the Security Interest in the Collateral to the Creditor in no way shall limit or restrict the rights and remedies of the Creditor to collect and enforce collection from the Debtor of any of the Indebtedness, and the Creditor shall not be required or obligated to enforce its rights or remedies under this Agreement before enforcing collection. When the Indebtedness and the granting of a Security Interest by the Debtor gives rise to a purchase-money security interest (as defined by law) in and for the Equipment (or any part thereof), the Debtor does, without limitation, grant to the Creditor a purchase-money security interest in the Equipment in accordance with relevant law in force in the Province of Alberta. The Debtor hereby waives any right it may have to receive a financing statement, financing change statement or verification statement relating to this Agreement.

3.5. The Debtor may, over the course of this Agreement and when not in Default, pay its obligations before they come due on the following terms:

3.5.1. If the type of interest chosen, as further described in Section 4, is fixed, any prepayment shall count first toward a fee equal to the greater of the total interest that would accrue on the amount to be prepaid for the three months following the date of the prepayment and the Interest Rate Differential;

3.5.2. If the type of interest chosen, as further described in Section 4, is variable, any prepayment shall count first toward a fee equal to the total of interest that would accrue on the amount to be prepaid for the three months following the date of the prepayment;

3.5.3. Any prepayment in excess of the amount contemplated in Section 3.5.1 or 3.5.2, as applicable, shall then be applied to the principal amount owing, which shall be calculated by the Creditor based on the Summary of Major Terms; and

3.5.4. Any amount that has been prepaid under Section 3.5.3 shall be applied in inverse order of maturity.

3.6. The Debtor authorizes the Creditor to debit the Debtor's account in payment of any obligations under Section 3.2 using the information provided in ATB Pre-Authorized Debit Agreement (Form 20880) and recognizes that such payments shall be solely for business purposes. The Debtor acknowledges that the debit amount disclosed in ATB Pre-Authorized Debit Agreement (Form 20880) may be adjusted by the Creditor for reasons including:

3.6.1. A change in the applicable interest rate;

3.6.2. Any agreement or arrangement between the Creditor and the Debtor for a revised payment amount; and

3.6.3. Any direction Debtor provides to Creditor requesting Creditor issue a debit in a different amount.

The Debtor agrees to waive the Canadian Payments Association Pre-Notification requirements in respect of all debits drawn under this Section 3.6. The Debtor further agrees that in the event that a payment is dishonoured by the Debtor's financial institution, the Creditor shall be entitled to issue another debit in substitution for the payment and the Creditor shall be under no liability whatsoever with regard to the dishonoured debit. Any payment made under this Section 3.6 shall be treated as if the Debtor had issued a cheque to the Creditor for the amount specified, which shall mean that the financial institution is not required to verify that a pre-authorized debit has been issued in accordance with Debtor's instructions or that any pre-condition to payment has been satisfied.

4. **Interest**

4.1. The Debtor shall pay interest to the Creditor on all amounts outstanding under Section 3.2 at any time in the type, fixed or variable, described in the Summary of Major Terms.

4.1.1. If the type chosen is fixed, Annual Interest Rate shall be equal to the sum of the Government of Canada Bond Rate as at the date of funding (notwithstanding the date provided in the definition of Government of Canada Bond Rate in Section 1.1.17) and the Fixed Rate Margin. Interest on all amounts outstanding under Section 3.2 shall accrue as of the date the funds are advanced, as evidenced by this Agreement including any notice of completion provided to the Debtor by the Creditor hereunder, and shall be calculated (but not compounded) daily on the principal amount of all amounts outstanding under Section 3.2 on the basis of the actual number of days all amounts outstanding under Section 3.2 are outstanding in a year of 365 or 366 days, as applicable, and shall be compounded and payable monthly in arrears on each Monthly Payment Date, as set out in the Summary of Major Terms, for all amounts outstanding under Section 3.2 at the interest rate stated in the Summary of Major Terms. The Creditor will provide the Debtor with a notice of completion outlining the fixed Annual Interest Rate in the event the Government of Canada Bond Rate as at the date of funding (notwithstanding the date provided in the definition of Government of Canada Bond Rate in Section 1.1.17) either increases or decreases from the Government of Canada Bond Rate.

4.1.2. If the type chosen is variable, the Annual Interest Rate shall be equal to the sum of the ATB Prime Rate as of the date of funding and the Prime Rate Margin. Interest on all amounts outstanding under Section 3.2 shall accrue as of the date the funds are advanced, as evidenced by a notice of completion provided to the Debtor by the Creditor hereunder, and shall be calculated (but not compounded) daily on the principal amount of all amounts outstanding under Section 3.2 on the basis of the actual number of days all amounts outstanding under Section 3.2 are outstanding in a year of 365 or 366 days, as applicable, and shall be compounded and payable monthly in arrears on each Monthly Payment Date, as set out in the Summary of Major Terms, for all amounts outstanding under Section 3.2. Changes in the ATB Prime Rate shall cause an immediate adjustment of the Annual Interest Rate applicable to all amounts outstanding under Section 3.2 without the necessity of any notice to the Debtor. The Creditor will provide the Debtor with a notice of completion outlining the variable Annual Interest Rate in the event the ATB Prime Rate as at the date of funding (notwithstanding the date provided in the definition of ATB Prime Rate in Section 1.1.6) either increases or decreases from the ATB Prime Rate.

4.2. Notwithstanding the Payment Amount in the Summary of Major Terms, the Payment Amount shall be calculated on the date of funding, as evidenced by a notice of completion provided to the Debtor by the Creditor, based on the Annual Interest Rate as determined in Section 4.1.

4.3. In the event that any amount outstanding under Section 3.2 is not paid as it becomes due, the interest calculated and compounded on this amount shall be set at the Annual Interest Rate plus an additional 10% per annum, but otherwise shall follow the procedure set out in Section 4.1.

5. **Duration, Default, and Termination**

5.1. Duration

The duration of this Agreement shall begin on the date of this Agreement's execution. The duration of this Agreement shall end on the date of the discharge of the Debtor's final obligation under Section 3.2 of this Agreement.

5.2. Default

Each of the following shall be a default of the Debtor's obligations to the Creditor (a "Default") under this Agreement:

5.2.1. The Debtor fails to pay when due any amount payable hereunder;

5.2.2. The Debtor fails to comply with, observe, or perform any obligation, covenant, or agreement in this Agreement;

5.2.3. The Debtor or any guarantor to this Agreement becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or a receiver is appointed for the Debtor or any guarantor to this Agreement or a substantial part of the Debtor's or any guarantor to this Agreement's assets, or bankruptcy, reorganization, or insolvency proceedings are instituted by or against the Debtor or any guarantor to this Agreement;

5.2.4. The Debtor attempts to abandon, remove, sell, rent, encumber, or lease the Equipment or any part thereof, or any item of the Equipment becomes subject to a lien without the express written consent of the Creditor;

5.2.5. The Creditor in good faith believes, and has commercially reasonable grounds to believe that, the prospect of payment or performance by the Debtor under this Agreement is or is about to be impaired or the Equipment is or is about to be placed in jeopardy;

5.2.6. The Debtor experiences a material adverse change;

5.2.7. The Debtor defaults in the observance or performance of any covenant, condition or obligation contained in any credit agreement between the Debtor and any Person;

5.2.8. Except as permitted by this Agreement or with the prior written consent of the Creditor, there is any change in the ownership of the shares of the Debtor, or the Debtor amalgamates, merges or consolidates with any other Person, or the Debtor sells or otherwise disposes of all or substantially all of its assets out of the ordinary course of business; or

5.2.9. Any statement, representation or warranty heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Creditor to advance any funds to or to enter into this or any other agreement with the Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial, contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such representation, statement or warranty, which change shall not have been disclosed to the Creditor at or prior to the time of such execution.

5.3. Termination

5.3.1. Joint Termination

The Parties may, upon mutual written consent, terminate this Agreement at any time.

5.3.2. Creditor's Option to Terminate

The Creditor may, in its sole discretion, terminate this Agreement in:

5.3.2.1. The event of a Default;

5.3.2.2. The event of the loss, material damage, destruction, confiscation, or theft of the Equipment; or

5.3.2.3. Upon ten days' written notice to the Debtor.

5.3.3. Consequences of Termination

5.3.3.1. Upon termination of this Agreement, the Creditor may, in its sole discretion, to the extent permitted and in conformity with Applicable Law, do any one or more of the following:

5.3.3.1.1. Demand return of the Equipment;

5.3.3.1.2. Without demand or legal process, enter the premises where the Equipment is located and take immediate possession of and remove the same, without liability for such entry or damage to property or otherwise;

5.3.3.1.3. Sell or lease the Equipment at a public or private sale on such terms and notice as Creditor shall deem reasonable;

5.3.3.1.4. Demand the immediate payments of all amounts outstanding under Section 3.2 of this Agreement and a prepayment fee under Section

3.4 of this Agreement on the amount being demanded; or

5.3.3.1.5. Exercise any other right or remedy available to Creditor under Applicable Law or proceed by court action to enforce the terms of this Agreement (including the rights of a secured creditor in respect of the Security Interest constituted hereby) or to recover damages or expenses resulting from the breach of this Agreement.

5.3.3.2. Debtor waives all claims for damages against Creditor arising out of the repossession, voluntary surrender, removal, or disposition of the Equipment; and

5.3.3.3. Debtor shall be liable for and shall pay to Creditor all legal fees on a solicitor and its own client basis, administrative fees, and other costs incurred by Creditor in respect of exercising Creditor's remedies under Sections 5.3.3.1.1, 5.3.3.1.2, 5.3.3.1.3, 5.3.3.1.4, and 5.3.3.1.5.

6. Obligations and Responsibilities of the Debtor

6.1. As reasonably required by Creditor, insure and maintain insurance on the Equipment for the greater of the Equipment's full replacement value and the total outstanding obligation under Section 3.2 of this Agreement during the duration as described under Section 5.1 of this Agreement (the "Insurance"). The Insurance shall be primary and non-contributory insofar as concerns the Creditor's insurance program. The total of the sum of all deductibles on the Insurance shall not exceed $75,000. Without limiting the foregoing, the Insurance must contain the following terms:

6.1.1. In the event of a cancellation of the Insurance, the provider of the Insurance must notify the Creditor in writing at least 30 days in advance of the cancellation of the Insurance;

6.1.2. Endorsements that protect the Debtor from financial exposure due to environmental liability issues including hazardous material handling. If the Debtor has other potential environmental exposure, the Debtor must carry appropriate coverage for that exposure;

6.1.3. Commercial general liability coverage insurance covering bodily injury or property damage to third parties caused by the Equipment, under which the Creditor is included as additional insured, with a minimum limit of insurance of $2,000,000;

6.1.4. Property insurance covering the Equipment from physical damage or loss, under which the Creditor is included as first loss payee;

6.2. Provide to the Creditor a certificate of policy or insurance for the Insurance indicating:

6.2.1. The Creditor's name and address;

6.2.2. The insurer's name and address;

6.2.3. A description of the Equipment including make, model, and serial number;

6.2.4. The amount for which each piece of Equipment is insured and every deductible generally and for every Equipment. In the event that it is not possible for the Insurance to list each Equipment individually, the Creditor may, in its sole discretion, accept blanket insurance coverage;

6.2.5. The effective date of the Insurance; and

6.2.6. The expiry date of the Insurance.

6.3. Assume all risk of loss, damage to, or destruction, theft, or confiscation of the Equipment, including:

6.3.1. the acceptance that the Creditor is under no obligation to replace the Equipment in the aforementioned circumstances; and

6.3.2. the responsibility to notify the Creditor if the Equipment is lost, damaged, destroyed, or confiscated.

6.4. Maintain and repair the Equipment, pay all operating expenses for the Equipment, and keep the Equipment in good operating condition and appearance in accordance with manufacturer's service requirements and warranties at Debtor's expense.

6.5. Observe the following rules in connection with the use of the Equipment:

6.5.1. Keep the Equipment in good condition so as to continuously and fully comply with the requirements of all Governmental Authorities;

6.5.2. Replace any part of the Equipment that becomes worn out, lost, stolen, destroyed, or otherwise rendered permanently unfit or unavailable with replacement and substitute parts and accessories that are original equipment from the manufacturer of the Equipment, or from commercially reputable providers with similar or superior value, serviceability, and warrant;

6.5.3. Keep the Debtor's business located, under the deemed location rules of Section 7(1) of the P.P.S.A., in Alberta;

6.5.4. Not remove the Equipment from Alberta except in the ordinary course of business;

6.5.5. Not remove the Equipment from Alberta for a period of greater than 30 consecutive days;

6.5.6. Provide 15 days' written notice to the Creditor prior to the removal of the Equipment from Alberta; and

6.5.7. Not allow the Equipment to be employed, used or otherwise engaged for consumer, household, or personal use, or in any way that, in the view of the Creditor, is not the intended and conventional use of the Equipment.

6.6. Permit a representative of the Creditor at any time to inspect the Equipment and permit entrance into any location where the Equipment may be situated and the Debtor shall pay the Creditor's expenses incurred in this regard;

6.7. Notify the Creditor upon the occurrence of any material adverse change.

6.8. Provide to the Creditor, on the date noted at the beginning of this Agreement, documentation in a form satisfactory to the Creditor indicating that the Equipment is owned by the Debtor and is free of all Encumbrances other than any permitted Encumbrances set forth in this Agreement (or in any equipment security agreement taken from the Debtor by the Creditor in connection herewith);

6.9. Defend the Equipment against the claims and demands of all other parties claiming the same or an interest therein;

6.10. Notify the Creditor immediately of:

6.10.1. any change in the information contained and provided herein or in the schedules hereto relating to the Debtor, the Debtor's affairs, or the Equipment;

6.10.2. any change in the ownership of the shares of the Debtor, or if the Debtor amalgamates, merges or consolidates, or the Debtor sells or otherwise disposes of all or substantially all of its assets out of the ordinary course of business;

6.10.3. the details of any claims or litigation affecting the Equipment or which would result in a material adverse change in the Debtor's financial condition or which would affect the Debtor's ability to perform its obligations under this Agreement;

6.10.4. the return to, or repossession by the Debtor of any of the Equipment;

6.11. Provide to the Creditor all requested information on accrual, notice of, and payment of any taxes or other remittances with regard to the Equipment;

6.12. Pay all obligations and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or the Equipment as and when they become due and payable and provide the Creditor all information as the Creditor deems necessary to show payment of all of the obligations and other charges in this subsection;

6.13. Agree that the Creditor, in its sole discretion may pay or satisfy any Encumbrance created in respect of any Equipment or any sum necessary to be paid to clear title to such Equipment, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the Annual Interest Rate;

6.14. Prevent the Equipment from being or becoming an accession or fixture to other property not covered by this Agreement;

6.15. Deliver to the Creditor from time to time promptly upon request:

6.15.1. any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Equipment;

6.15.2. all files, books and all records, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Equipment or copies thereof for the purpose of inspecting, auditing or copying the same; and

6.15.3. such other information concerning the Equipment, the Debtor and the Debtor's affairs as the Creditor may reasonably request;

6.16. Provide, to the Creditor, annual financial statements of the Debtor, any Affiliates of the Debtor and any guarantors to this Agreement, each in a form satisfactory to the Creditor, within 120 days of the applicable entity's fiscal year end.

6.17. Not make any change to Debtor's primary business activity without the Creditor's express written consent.

6.18. Perform the following actions pertaining to tax compliance:

6.18.1. Pay and remit all sums when due to tax and other governmental authorities including any

sums in respect of employees, and provide proof to Creditor upon request;

6.18.2. Provide Creditor with such information and documentation as Creditor may require from time to time in respect of the collection and payment of GST including information concerning the amount of taxable supplies, GST collected, input tax credits received and GST paid during each reporting period; and

6.18.3. Forward to Creditor a copy of any GST election forms filed with Canada Revenue Agency upon request.

6.19. Perform all other obligations to be performed under this Agreement.

7. **Indemnification, Limitation of Liability**

7.1. Debtor's Indemnification of Creditor

7.1.1. The Debtor shall indemnify the Creditor and its Affiliates and their Representatives for any Loss which may be incurred by the Creditor arising out of any misrepresentation, failure to perform or breach of this Agreement by the Creditor and its Affiliates and their Representatives or arising from any claim of product liability or any similar claim relating to the quality of the Equipment or an alleged defect or deficiency in the Equipment or relating to the operation of the Debtor's business, to the extent that the claim relates directly or indirectly to any matter within the control of the Debtor.

7.1.2. The Debtor also shall indemnify the Creditor and its Affiliates and their Representatives for any Loss that may occur due to any introduction of, change in, or implementation of any Applicable Law that:

7.1.2.1. Subjects the Creditor to any tax, changes the basis of taxation of payments due to the Creditor, or increase in any existing tax on payments of principal, interest, or other amounts payable by the Debtor to the Creditor under this Agreement;

7.1.2.2. Imposes, modifies, or deems applicable any reserve, special deposit, capital adequacy, regulatory, or similar requirement against assets or liabilities held by the Creditor, or deposits of or for the account of the Creditor, or loans by the Creditor, or any other acquisition of funds for loans by the Creditor, or commitments by the Creditor to fund loans or obligations of the Creditor in respect of bankers' acceptances accepted by such Creditor; or

7.1.2.3. Imposes on the Creditor any other condition with respect to this Agreement.

The applicability of this Section 7.1.2 shall be at the sole discretion of the Creditor acting reasonably.

7.2. Disclaimer and Release

To the maximum extent permitted by any Applicable Law, and except as otherwise set out expressly in this Agreement, the Debtor waives, releases and disclaims, all undertakings representations, warranties (express or implied), obligations and liabilities of the Creditor and all other remedies, rights and claims against the Creditor, arising by law, statute or otherwise, with respect to the Equipment, including any warranty of merchantability or fitness for a particular purpose, any warranty arising from course of performance, course of dealing or usage of trade, and any obligation, liability, right, remedy or claim in tort, despite any fault, negligence, omission or strict liability of the Creditor (whether active, passive or imputed). No claims of any kind, whether as to materials delivered or for non-delivery of materials from the Creditor, and whether arising in tort or contract, shall be greater in amount than the purchase price of the Equipment in respect of which such damages are claimed.

8. **Assignment; Securitization Provisions**

8.1. Debtor unconditionally agrees that Creditor may assign all or part of its interest in the Agreement, Debtor's payments, and the Equipment to others without notice to or consent of the Debtor.

8.2. Debtor consents to the dissemination, for the purposes of an assignment, to any assignee of any confidential information given to the Creditor or any assignees.

8.3. Debtor acknowledges that it may not assign this Agreement under any circumstance.

8.4. During the term of this Agreement, this Agreement may be serviced by ATB or any other party as may from time to time be selected by ATB or any transferee or assignee of ATB, (ATB or any such other party, transferee or assignee in such capacity, the "**Servicer**"). ATB will notify the Debtor in writing it has selected a Servicer and from and after receipt of such written notice, the Debtor shall deal exclusively with the Servicer with respect to all matters relating to this Agreement, and Debtor agrees that all enforcement actions or proceedings may be brought by the Servicer on behalf of ATB and all other persons having an ownership interest in this Agreement from time to time and Debtor waives any requirement that ATB or such other owners be a party thereto. The Debtor will, after

receipt of written notice from ATB of the selection of a Servicer, make all payments on this Agreement to, and deal with, the Servicer on all matters of administration of this Agreement until further directed in writing by the Servicer.

8.5. ATB shall have the right, without notice or consent of the Debtor, to transfer, assign, sell or participate its rights and obligations in this Agreement, in whole or in part, to one or more persons. Without limiting the generality of the foregoing, the Debtor acknowledges and agrees that this Agreement (or securities backed by or representing interests in pools of chattel paper of which this Agreement is part) may be sold, transferred, participated, pledged or assigned (a "**Transfer**"), or securitized (a "**Securitization**") through, among other things, private placements or public markets, without further notice to the Debtor and the Debtor hereby consents to any such Transfer or Securitization. The Debtor consents, acknowledges, and agrees that, in contemplation of or as part of any such Transfer or Securitization, all information and materials (including, without limitation, financial statements, net worth statements, personal financial information, credit reports, information on the Equipment, the status of this Agreement, and any default thereunder) provided in connection with this transaction, may be collected by ATB, the Servicer and other servicing entities who service securitized pools from time to time of which this Agreement may become part, and may be disclosed to and used by: (a) any party who is acquiring, is contemplating acquiring, or has acquired, an ownership interest in this Agreement; (b) the Servicer, its successors, and other servicing entities who service the commercial leases or securitized pools of commercial chattel paper from time to time of which this Agreement may become part; (c) assignees, pledgees, insurers, purchasers or transferees under a Transfer or Securitization; (d) the public or any private entity or group in an offering memorandum, prospectus or other disclosure document; (e) the public, any private entity or group and/or other interested persons in the course of providing market information in regard to the ongoing status of this Agreement or chattel paper pools of which this Agreement may be part; (f) any subsequent or proposed purchaser and their third party advisors and/or agents; and (g) any underwriters, placement agents, rating agencies, governmental authorities or other persons in connection with such Transfers or Securitizations.

If any of the aforesaid information constitutes personal information of an individual, the Debtor: (a) represents that the Debtor has obtained the individual's consent to the collection and use of such information; and (b) hereby confirms and agrees that the release and disclosure of any such information by ATB and/or the Servicer constitutes the release and disclosure of such information with the full knowledge and consent of the Debtor and the individual within the meaning of the *Personal Information Protection and Electronic Documentation Act* (Canada), as amended, and the *Personal Information Protection Act* (Alberta), as amended, to the extent that such legislation is applicable to the use and disclosure of personal information under a Transfer or Securitization. The Debtor covenants and agrees that in the event of a Transfer or Securitization, the Debtor shall: (a) at ATB's and/or the Servicer's request, meet with representatives of the rating agencies and/or investors to discuss the business operations in respect of the Equipment which may be securing this Agreement, (b) permit ATB and/or the Servicer or their respective representatives to provide related information to the rating agencies and/or investors, and (c) cooperate with the reasonable requests of the rating agencies and/or investors in connection with all of the foregoing.

9. Know Your Client & Anti-Money Laundering Provisions

9.1. The Debtor recognizes and accepts that the Creditor shall take all necessary steps to comply with all Applicable Law and internal policies on issues characterized as know your client or anti-money laundering issues.

9.2. The Debtor consents to provide all necessary information and undertakes to engage in all necessary action, at its own expense, to assist the Creditor with the Creditor's compliance under Section 9.1.

10. General

10.1. Third Party Indemnification

To ensure that the indemnities provided by the Debtor to the Creditor's and its Affiliates and their Representatives are enforceable, it is agreed by the Parties that the Creditor is acting as agent for those Persons with respect to the indemnities intended to be given to those Persons under this Agreement. The Creditor agrees that it shall hold any right to indemnification that any of those Persons is intended to have under this Agreement in trust for them and that funds received by the Creditor in respect of any claims by any of those Persons shall be held in trust for those Persons.

10.2. Relationship Between the Parties

The Creditor and the Debtor are independent contractors. This Agreement does not constitute the

Creditor and the Debtor as agents, legal representatives, sales representatives, partners, employees, servants or joint venturers of each other for any purpose. The Debtor agrees to defend, indemnify, and hold Creditor harmless from and against any and all claims or third parties that would not have arisen but for an act or omission by the Debtor that is contrary to the above-acknowledged relationship or any other term of this Agreement.

10.3. Notices

Any Communication must be in writing and either:

10.3.1. Delivered personally or by courier; or

10.3.2. Transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as listed in the recitals or at any other address as any Party may at any time advise the other by Communication given or made in accordance with this Section 10.3. Any Communication delivered to the Party to whom it is addressed shall be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication shall be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission shall be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 6 pm (local time of the recipient), the Communication shall be deemed to have been given or made and received on the next Business Day.

10.4. Severability

Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, shall not affect:

10.4.1. the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part; or

10.4.2. the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

10.5. Privacy

Creditor may collect, use, and disclose Debtor's personal information in accordance with law. A copy of Creditor's "Collection, Use, and Disclosure" brochure can be obtained from any of Creditor's branches and a copy of Creditor's complete privacy code may be obtained from www.atb.com or at any of Creditor's branches.

10.6. Submission to Jurisdiction

Each of the Parties irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the Province of Alberta to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by Applicable Law, each of the Parties:

10.6.1. irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province, or that the subject matter of this Agreement may not be enforced in those courts;

10.6.2. irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 10.6, of the substantive merits of any suit, action or proceeding; and

10.6.3. to the extent a Party has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

10.7. Conduct of Parties

All requests, consents, approvals, opinions and decisions given or made by either Party as permitted by this Agreement must be reasonable, not be unreasonably withheld or delayed, not be subject to unreasonable conditions or qualifications, be based on good and sound business judgment, and be consistent with the terms of this Agreement. Whenever a Section of this Agreement or a Schedule requires a consent or approval by a Party and notification of the consent or approval is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its consent or approval.

10.8. Amendment and Waiver

No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any

waiver constitute a continuing waiver unless otherwise expressly provided.

10.9. Succession

This Agreement shall apply to and bind the Debtor's heirs, executors, liquidators, administrators, successors, and assigns and shall enure to the benefit of and be enforceable by Creditor, its successors and assigns (including any Servicer).

10.10. Further Assurances

Each Party shall, at the requesting Party's cost and expense, execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting Party to give effect to this Agreement and, without limiting the generality of this Section 10.10, shall do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required at any time by all Governmental Authorities having jurisdiction over the affairs of a Party or as may be required at any time under Applicable Law or in connection with a Transfer or Securitization.

10.11. Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which shall be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement, as of the date noted at the beginning of this Agreement.

SIGNATURES:

Per:	ALBERTA TREASURY BRANCHES	Per:	D.L.M. OILFIELD ENTERPRISES LTD.
Name:	STEPHEN KARLOWSKY	Name:	ROBERT JOSEPH DUVAL
Title:	RELATIONSHIP MANAGER	Title:	CEO, EXECUTIVE OPERATIONS
Per:	ALBERTA TREASURY BRANCHES	Per:	
Name:	Nadine Horner	Name:	
Title:	Associate Director	Title:	

EQUIPMENT LOAN AND SECURITY AGREEMENT
SCHEDULE A

THIS SCHEDULE is dated as of the 8 day of June ~~MAY,~~ 2017, pursuant to the terms of the EQUIPMENT LOAN AND SECURITY AGREEMENT between Creditor and Debtor dated as of the 8 day of ~~MAY,~~ June 2017.

EQUIPMENT DESCRIPTION:

Year	Make	Model	Description	Serial Number
2013	INTERNATIONAL	PAYSTAR 5900	TRIDRIVE FLUSHBY	1HTNWSMT1DJ434757
2006	WESTERN STAR	4900SA	TRIDRIVE FLUSHBY	5KKPALDEX6PW02731
2012	INTERNATIONAL	PAYSTAR 5900	T/A TRIDRIVE FLUSHBY	1HTXVAPT3CJ196717
2013	INTERNATIONAL	PAYSTAR 5900	TRIDRIVE FLUSHBY C/W KWIK FAB FLUSHBY UNIT S/N 10-10-15750-2	1HTNWSMT6DJ328935
2015	PETERBILT	367	T/A TRIDRIVE FLUSHBY	1NPTX4EX2FD274686
2012	INTERNATIONAL	PAYSTAR 5900	TRIDRIVE FLUSHBY	1HTNWSMTXCJ647723
2003	KENWORTH	T800	T/A COIL TUBING UNIT	1NKDLB0X43R967663
2004	KENWORTH	T800B	TRIDRIVE COIL TUBING UNIT C/W DA WELDING COIL TUBING UNIT S/N 03062729 AND DA WELDING INJECTOR S/N 592000166	1NKDXBEX74R971558
2005	KENWORTH	T800B	T/A COIL TUBING UNIT	1NKDLB0X55R980375
2006	KENWORTH	T800B	T/A T/A COIL TUBING UNIT C/A C-TECH COIL TUBING UNIT S/N CTU-2023 AND C-TECH INJECTOR S/N CIT-2030	1NKDXBTX76R982596
2007	KENWORTH	T800B	T/A TRIDRIVE COIL TUBING UNIT C/W CT-300 INJECTOR S/N CTI 3584-502	1NKDXBTX07R997734
2006	KENWORTH	T800B	T/A T/A COIL TUBING UNIT C/W CT-300 INJECTOR S/N CT 13330002	1NKDLBTX56R989865
2004	WESTERN STAR	4900SA	T/A TRIDRIVE COIL TUBING UNIT	5KKUALAV34PN28718
2006	WESTERN STAR	4900SA	T/A PRESSURE TRUCK	5KKHAECV06PW07213
2003	KENWORTH	T800B	T/A PRESSURE TRUCK	1NKDLU0X63R969698
2015	PETERBILT	389	S/A PRESSURE TRUCK	1NPXL49X8FD274683
2006	KENWORTH	T800	T/A PRESSURE TRUCK	1NKDLU9X36R983940
2004	KENWORTH		T/A TRUCK TRACTOR	1XKDPBEX14R971738
2004	ADVANCE		VAC TRAILER	2AEFSYKH44E000114
2005	REBEL		TRIDEM VACUUM TANK TRAILER	PRTSVAC3330705
2006	STERLING		S/A STEAMER TRUCK	2FZACGCT86AW83186
2015	PETERBILT	389	T/A TRUCK TRACTOR	1NPXD49X9FD256559
2006	FREIGHTLINER	FLD120SD	T/A TRUCK TRACTOR	1FUJALCK26DV51606
2014	ACRO		TRIDEM VAC TANK TRAILER	1A9114636E1005297
2014	LAZER	INOX	TRIDEM TANK TRAILER	2L9TS5323ED079329

SIGNATURES:

Per:	ALBERTA TREASURY BRANCHES	Per:	D.L.M. OILFIELD ENTERPRISES LTD.
Name:	STEPHEN KARLOWSKY	Name:	ROBERT JOSEPH DUVAL
Title:	RELATIONSHIP MANAGER	Title:	CEO, EXECUTIVE OPERATIONS

Nadine Horner
Associate Director

ATB Equipment Finance™

ATB Financial™

Form # 971

Amending Agreement

THIS AMENDING AGREEMENT (this "**Amendment**") is made as of the 29 day of Dec, 2017 (the "**Amendment Effective Date**"),

BETWEEN:

D.L.M. OILFIELD ENTERPRISES LTD.,
a company incorporated pursuant to the laws of ALBERTA
(the "**Debtor**")

- and -

ALBERTA TREASURY BRANCHES,
a Provincial Crown Corporation incorporated pursuant to the *Alberta Treasury Branches Act* (Alberta)
(the "**Creditor**")

WHEREAS the Debtor and the Creditor entered into the EQUIPMENT LOAN AND SECURITY AGREEMENT as of the 8TH day of JUNE, 2017 (as the same may have been previously amended, modified, supplemented, restated or replaced, the "**Financing Agreement**");

AND WHEREAS the Debtor and the Creditor wish to amend the Financing Agreement, on and subject to the terms hereof;

AND WHEREAS the Financing Agreement does not set any specific mechanism for amending the Financing Agreement that would prevent the amendment of the Agreement by mutual consent of Debtor and the Creditor.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

EQUIPMENT LISTED ON EQUIPMENT LOAN AND SECURITY AGREEMENT – SCHEDULE A :

2014 ACRO TRIDEM VAC TANK TRAILER S/N 1A9114636E1005297 AND 2006 FREIGHTLINER MODEL FLD120SD TRUCK TRACTOR S/N 1FUJALCK26DV51606
IS BEING REPLACED BY

EQUIPMENT: 2009 PETERBILT MODEL 365 PUMP TRUCK S/N 1XPSDU0X59D787727

The provisions of the Financing Agreement, as amended hereby, and all of the covenants, terms, conditions and provisions contained in the Financing Agreement, as amended hereby, are hereby ratified, confirmed and approved.

This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same Amendment. The delivery of a facsimile or other electronic copy of an executed counterpart of this Amendment shall be deemed to be valid execution and delivery of this Amendment, but the party delivering such facsimile or other electronic copy shall deliver an original copy of this Amendment as soon as reasonably possible after delivery of the facsimile or other electronic copy.

[remainder of page intentionally left blank; signature page follows]

ATB Financial®

IN WITNESS WHEREOF the undersigned have executed this Amendment as of the Amendment Effective Date.

SIGNATURES:

Per:	**ALBERTA TREASURY BRANCHES**	Per:	**D.L.M. OILFIELD ENTERPRISES LTD.**
Name:	NADINE HORNER	Name:	ROBERT JOSEPH DUVAL
Title:	RELATIONSHIP MANAGER	Title:	CEO

Per:	**ALBERTA TREASURY BRANCHES**	Per:	
Name:		Name:	
Title:		Title:	

Per:	**ALBERTA TREASURY BRANCHES**	Per:	
Name:		Name:	
Title:		Title:	

Amending Agreement

THIS AMENDING AGREEMENT (this "**Amendment**") is made as of the 12 day of June, 2018 (the "**Amendment Effective Date**"), X

BETWEEN:

D.L.M. OILFIELD ENTERPRISES LTD.,
a company incorporated pursuant to the laws of ALBERTA
(the "**Debtor**")

- and -

ATB FINANCIAL
previously Alberta Treasury Branches,
a Provincial Crown Corporation incorporated pursuant to the *ATB Financial Act*
previously Alberta Treasury Branches Act (Alberta)
(the "**Creditor**")

WHEREAS the Debtor and the Creditor entered into the Equipment Loan and Security Agreement as of the 10TH day of JUNE, 2015 (as the same may have been previously amended, modified, supplemented, restated or replaced, the "**Financing Agreement**");

AND WHEREAS the Debtor and the Creditor wish to amend the Financing Agreement, on and subject to the terms hereof;

AND WHEREAS the Financing Agreement does not set any specific mechanism for amending the Financing Agreement that would prevent the amendment of the Agreement by mutual consent of Debtor and the Creditor.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Notwithstanding the details of payment set out under subsection 3.2 and the Summary of Major Terms of this Agreement, the parties agree that for the period starting on the 5th day of JUNE, 2018 and ending on the 5TH day of JULY, 2022 the amount due shall be $60,943.13 instead of the amount that would otherwise be due under this Agreement. The parties further agree the above change to the amount due shall be offset by extending the loan expiry to July 5, 2022.

Restructure fee: $2,000.00 - EF Loan Facility 765-31808875600

The provisions of the Financing Agreement, as amended hereby, and all of the covenants, terms, conditions and provisos contained in the Financing Agreement, as amended hereby, are hereby ratified, confirmed and approved.

This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same Amendment. The delivery of a facsimile or other electronic copy of an executed counterpart of this Amendment shall be deemed to be valid execution and delivery of this Amendment, but the party delivering such facsimile or other electronic copy shall deliver an original copy of this Amendment as soon as reasonably possible after delivery of the facsimile or other electronic copy.

[remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF the undersigned have executed this Amendment as of the Amendment Effective Date.

SIGNATURES:

Per:	**ATB FINANCIAL**	Per:	**D.L.M. OILFIELD ENTERPRISES LTD.**
Name:	NADINE HORNER	Name:	ROBERT JOSEPH DUVAL
Title:	RELATIONSHIP MANAGER	Title:	CEO, EXECUTIVE OPERATIONS

Per:	**ATB FINANCIAL**	Per:	
Name:		Name:	
Title:		Title:	

EQUIPMENT LOAN AND SECURITY AGREEMENT

THIS AGREEMENT is dated as of the 14 day of MARCH, 2018. X

BETWEEN:

ALBERTA TREASURY BRANCHES (the "Creditor")	- and -	D.L.M. OILFIELD ENTERPRISES LTD. (the "Debtor")
Address: 25th Floor, 10020 100 Street NW Edmonton, AB T5J 0N3 Attention: Nadine Horner Tel. No: 780-392-2862		Address: PO BOX 7616 BONNYVILLE, AB T9N 2H9 Attention: ROBERT DUVAL Tel. No: 780-573-1292

SUMMARY OF MAJOR TERMS

Equipment Description:

Year	Make	Model	Description	Serial Number
			PLEASE SEE ATTACHED SCHEDULE A	

Location of Equipment:

AB

Equipment Financing Details:

<table>
<tr><td>1. Amount to be Financed</td><td>$2,728,875.00</td><td colspan="2">2. Term (in months)</td><td>48</td></tr>
<tr><td>3. Monthly Payment Date</td><td>30 DAYS AFTER FUNDING</td><td colspan="2">4. First Payment Date</td><td>30 DAYS AFTER FUNDING</td></tr>
<tr><td>5. Payment Amount</td><td>$64,354.81</td><td colspan="2">6. Variable or Fixed Interest</td><td>VARIABLE</td></tr>
<tr><td rowspan="4">7. Annual Interest Rate</td><td rowspan="2">Fixed</td><td>Government of Canada Year Bond Rate as at the day of , 20</td><td>%</td><td rowspan="2">%</td></tr>
<tr><td>Fixed Rate Margin</td><td>%</td></tr>
<tr><td rowspan="2">Variable</td><td>ATB Prime Rate</td><td>3.45%</td><td rowspan="2">6.20%</td></tr>
<tr><td>Prime Rate Margin</td><td>2.75%</td></tr>
<tr><td>8. Fee Due At Disbursement</td><td colspan="4">$6,822.19</td></tr>
<tr><td>9. Additional Provision(s)</td><td colspan="4">N/A</td></tr>
</table>

Initial X

ATB Equipment Finance[*] ATB Financial®

Form # 965

EQUIPMENT LOAN AND SECURITY AGREEMENT
TERMS AND CONDITIONS – LOAN

ADDITIONAL PROVISIONS:

1. Interpretation

1.1. Definitions

1.1.1. The defined terms used shall be interpreted pursuant to their respective meanings as defined herein. And, unless otherwise defined in this Agreement, all terms used in this Agreement that are defined within the *Personal Property Security Act* of the Province of Alberta (the **"P.P.S.A."**) will have the meanings provided to those terms in the P.P.S.A.

1.1.2. **"Affiliate"** means an affiliate as that term is defined in the *Canada Business Corporations Act*.

1.1.3. **"Agreement"** means this equipment loan and security agreement as the same may be amended, supplemented or restated from time to time and all associated ancillary documents.

1.1.4. **"Applicable Law"** means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, orders and policies of any governmental or regulatory body or Persons having authority over that Person, property, transaction or event.

1.1.5. **"ATB"** is defined above.

1.1.6. **"ATB Prime Rate"** means a fluctuating interest rate per annum, in effect at any time, which is the interest rate per annum announced and adjusted at any time by the Creditor as its reference rate then in effect for determining interest rates on commercial loans made by it in Canada, the initial rate for which is set out in the Annual Interest Rate section of the Summary of Major Terms.

1.1.7. **"Business Day"** means any day excluding a Saturday, Sunday or statutory holiday in the Province of Alberta.

1.1.8. **"Collateral"** is defined in Section 3.4.

1.1.9. **"Communication"** means any notice, demand, request, consent, approval, or other communication which is required or permitted by this Agreement to be given or made by a Party.

1.1.10. **"Creditor"** is defined above.

1.1.11. **"Debtor"** is defined above.

1.1.12. **"Default"** is defined in Section 5.2.

1.1.13. **"Encumbrances"** means all security interests, mortgages, liens, claims, taxes, assessments, charges, or other encumbrances.

1.1.14. **"Equipment"** means the equipment listed in the Equipment Description section of the Summary of Major Terms.

1.1.15. **"Fixed Rate Margin"** means the amount by which the Annual Interest Rate, as set out in the Summary of Major Terms, exceeds the Government of Canada Bond Rate on the day of this Agreement.

1.1.16. **"Governmental Authority"** means:

1.1.16.1. any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; and

1.1.16.2. any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

1.1.17. **"Government of Canada Bond Rate"** means the Government of Canada bond rate for the period of time as set out in the Annual Interest Rate section of the Summary of Major Terms and as of the date set out in the Annual

Interest Rate section of the Summary of Major Terms;

1.1.18. **"GST"** means Goods and Services Tax as defined in the *Excise Tax Act* or in any legislation in replacement thereof.

1.1.19. **"Indebtedness"** means all obligations, indebtedness and liabilities of the Debtor to the Creditor (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid amounts thereof including, without limitation, all future amounts, and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety.

1.1.20. **"Insurance"** is defined in Section 6.1.

1.1.21. **"Interest Rate Differential"** means the Creditor's lost potential interest earning on the payments under Section 3.2 calculated by taking the Lost Earnings Rate and multiplying it by the amount that the Debtor prepays.

1.1.22. **"Loss"** means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment, including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise, and all interest, punitive damages, fines, penalties and professional fees and disbursements, including legal costs on a solicitor and its own client basis.

1.1.23. **"Lost Earnings Rate"** is the difference between:

1.1.23.1. The Creditor's interest rate loan funding cost at the date of the funding of this Agreement, as evidenced by a notice of completion provided to the Debtor by the Creditor; and

1.1.23.2. The Creditor's interest rate loan funding cost at the time of prepayment

as determined by the Creditor.

1.1.24. **"Parties"** means the Creditor and the Debtor, collectively, and **"Party"** means either of them.

1.1.25. **"Person"** shall be broadly interpreted and includes:

1.1.25.1. a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;

1.1.25.2. a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and

1.1.25.3. a Governmental Authority.

1.1.26. **"Prime Rate Margin"** means the amount by which the Annual Interest Rate, as set out in the Summary of Major Terms, exceeds the ATB Prime Rate on the day of this Agreement.

1.1.27. **"Representatives"** means the Affiliates of any Person, and the advisors, agents, consultants, directors, officers, management, employees, subcontractors, and other representatives, including accountants, auditors, financial advisors, lenders and lawyers of any Person and of that Person's Affiliates.

1.1.28. **"Security Interest"** means a continuing security interest by way of mortgage, charge, assignment, and transfer.

1.1.29. **"Securitization"** is defined in Section 8.5.

1.1.30. **"Servicer"** is defined in Section 8.4.

1.1.31. **"Transfer"** is defined in Section 8.5.

1.2. Certain Rules of Interpretation

1.2.1. In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.

1.2.2. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.2.3. References in this Agreement to a Section or Schedule are to be construed as references to a Section or Schedule of or to this Agreement unless otherwise specified.

1.2.4. Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, shall be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period shall end on the next Business Day.

1.2.5. Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

1.3. Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.

1.4. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there shall be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

1.5. Action on a Non-Business Day

Whenever any calculation or payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the calculation or payment is to be made or action is to be taken on the next Business Day.

1.6. Currency

Unless otherwise specified, the word "dollar" and the "$" sign refer to Canadian currency, and all amounts to be advanced, paid, tendered or calculated under this Agreement are to be advanced, paid, tendered or calculated in Canadian currency.

2. Representations and Warranties

Each Party represents and warrants in favour of the other Party as follows:

2.1. no authorization, consent, permit, exemption, approval or other action by, or filing with, or notice to, any Governmental Authority is required in connection with the execution and delivery by it of this Agreement or the performance of its obligations under this Agreement;

2.2. it has the full power and authority to conduct its business, own its properties, and to execute, deliver, and perform all its obligations as detailed in this Agreement;

2.3. to the best of its knowledge, all information furnished in respect of this Agreement is materially accurate and complete;

2.4. as necessary, it is duly incorporated or created and is validly existing and qualified to carry on business in a province of Canada;

2.5. the execution and delivery by it of this Agreement, and the performance of its obligations under this Agreement, do and shall not breach or result in a default under:

2.5.1. any laws, statutes or regulations to which it is subject; or

2.5.2. any contract or covenant by which it is bound;

2.6. to the best of its knowledge, there is no provision in any agreement to which it is a party, nor any judgment, decree or order of any court binding on it, which would be contravened by the execution and delivery of this Agreement; and

2.7. there is no action, litigation or other proceeding in progress, pending or, to its knowledge, threatened against it which might result in a material adverse change in its financial condition or which would materially adversely affect its ability to perform its obligations under this Agreement.

3. Terms of the Loan

3.1. Upon the execution of this Agreement, the Creditor shall provide to the Debtor, any designees of the Debtor, or any combination thereof, a lump sum amount equal to the Amount to be Financed as set out in the Summary of Major Terms.

3.2. The Debtor shall make payments to the Creditor in the amounts, form, and manner set out in the Summary of Major Terms, and as further given meaning by any other section of this Agreement, and any additional reasonable out-of-pocket expenses, including:

3.2.1. legal fees and disbursements on a solicitor and its own client basis incurred in connection with the negotiation, preparation, and execution of this Agreement; the enforcement of this

Agreement, including the items described more fully in Section 5.3.3;

3.2.2. the administration, periodic review, modification, amendment of this Agreement; any waiver, inspection, verification, or appraisal of the Equipment under this Agreement; any increased costs to Creditor as a result of change in any law or regulation, including the items described more fully in Section 7.1.2; and

3.2.3. any other costs and expenses incurred in connection with exercising or preserving Creditor's rights or remedies under this Agreement.

3.3. No payment under Section 3.2 may be cancelled, netted, or otherwise set off against any amount owing from the Creditor to the Debtor.

3.4. As continuing and collateral security for payment and performance of all Indebtedness, and for value received, the receipt and sufficiency of which is hereby acknowledged, the Debtor hereby grants to the Creditor a Security Interest in the Equipment and all personal property derived directly or indirectly from any dealing with the Equipment, including, without limiting the generality of the foregoing, all goods, intangibles, money, documents of title, chattel paper, instruments, securities and security interests and renewals, replacements, additions, substitutions thereof, parts, accessories, attachments and accessions thereto (collectively, the "**Collateral**") and shall provide all requested authorization and cooperation to the Creditor in the registration, perfection, and maintenance of the Security Interest in the Collateral. Subject to any applicable requirements of the P.P.S.A., all money collected or received by the Creditor pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of Indebtedness in such manner as the Creditor deems best or, at the option of the Creditor, may be released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Creditor hereunder, and any surplus shall be accounted for as required by law. The Security Interest granted by this Agreement secures payment and performance of the Indebtedness. The grant by the Debtor of the Security Interest in the Collateral to the Creditor in no way shall limit or restrict the rights and remedies of the Creditor to collect and enforce collection from the Debtor of any of the Indebtedness, and the Creditor shall not be required or obligated to enforce its rights or remedies under this Agreement before enforcing collection. When the Indebtedness and the granting of a Security Interest by the Debtor gives rise to a purchase-money security interest (as defined by law) in and for the Equipment (or any part thereof), the Debtor does, without limitation, grant to the Creditor a purchase-money security interest in the Equipment in accordance with relevant law in force in the Province of Alberta. The Debtor hereby waives any right it may have to receive a financing statement, financing change statement or verification statement relating to this Agreement.

3.5. The Debtor may, over the course of this Agreement and when not in Default, pay its obligations before they come due on the following terms:

3.5.1. If the type of interest chosen, as further described in Section 4, is fixed, any prepayment shall count first toward a fee equal to the greater of the total interest that would accrue on the amount to be prepaid for the three months following the date of the prepayment and the Interest Rate Differential;

3.5.2. If the type of interest chosen, as further described in Section 4, is variable, any prepayment shall count first toward a fee equal to the total of interest that would accrue on the amount to be prepaid for the three months following the date of the prepayment;

3.5.3. Any prepayment in excess of the amount contemplated in Section 3.5.1 or 3.5.2, as applicable, shall then be applied to the principal amount owing, which shall be calculated by the Creditor based on the Summary of Major Terms; and

3.5.4. Any amount that has been prepaid under Section 3.5.3 shall be applied in inverse order of maturity.

3.6. The Debtor authorizes the Creditor to debit the Debtor's account in payment of any obligations under Section 3.2 using the information provided in ATB Pre-Authorized Debit Agreement (Form 20880) and recognizes that such payments shall be solely for business purposes. The Debtor acknowledges that the debit amount disclosed in ATB Pre-Authorized Debit Agreement (Form 20880) may be adjusted by the Creditor for reasons including:

3.6.1. A change in the applicable interest rate;

3.6.2. Any agreement or arrangement between the Creditor and the Debtor for a revised payment amount; and

3.6.3. Any direction Debtor provides to Creditor requesting Creditor issue a debit in a different amount.

The Debtor agrees to waive the Canadian Payments Association Pre-Notification requirements in respect of all debits drawn under this Section 3.6. The Debtor further agrees that in the event that a payment is dishonoured by the Debtor's financial institution, the Creditor shall be entitled to issue another debit in substitution for the payment and the Creditor shall be under no liability whatsoever with regard to the dishonoured debit. Any payment made under this Section 3.6 shall be treated as if the Debtor had issued a cheque to the Creditor for the amount specified, which shall mean that the financial institution is not required to verify that a pre-authorized debit has been issued in accordance with Debtor's instructions or that any pre-condition to payment has been satisfied.

4. **Interest**

4.1. The Debtor shall pay interest to the Creditor on all amounts outstanding under Section 3.2 at any time in the type, fixed or variable, described in the Summary of Major Terms.

4.1.1. If the type chosen is fixed, Annual Interest Rate shall be equal to the sum of the Government of Canada Bond Rate as at the date of funding (notwithstanding the date provided in the definition of Government of Canada Bond Rate in Section 1.1.17) and the Fixed Rate Margin. Interest on all amounts outstanding under Section 3.2 shall accrue as of the date the funds are advanced, as evidenced by this Agreement including any notice of completion provided to the Debtor by the Creditor hereunder, and shall be calculated (but not compounded) daily on the principal amount of all amounts outstanding under Section 3.2 on the basis of the actual number of days all amounts outstanding under Section 3.2 are outstanding in a year of 365 or 366 days, as applicable, and shall be compounded and payable monthly in arrears on each Monthly Payment Date, as set out in the Summary of Major Terms, for all amounts outstanding under Section 3.2 at the interest rate stated in the Summary of Major Terms. The Creditor will provide the Debtor with a notice of completion outlining the fixed Annual Interest Rate in the event the Government of Canada Bond Rate as at the date of funding (notwithstanding the date provided in the definition of Government of Canada Bond Rate in Section 1.1.17) either increases or decreases from the Government of Canada Bond Rate.

4.1.2. If the type chosen is variable, the Annual Interest Rate shall be equal to the sum of the ATB Prime Rate as of the date of funding and the Prime Rate Margin. Interest on all amounts outstanding under Section 3.2 shall accrue as of the date the funds are advanced, as evidenced by a notice of completion provided to the Debtor by the Creditor hereunder, and shall be calculated (but not compounded) daily on the principal amount of all amounts outstanding under Section 3.2 on the basis of the actual number of days all amounts outstanding under Section 3.2 are outstanding in a year of 365 or 366 days, as applicable, and shall be compounded and payable monthly in arrears on each Monthly Payment Date, as set out in the Summary of Major Terms, for all amounts outstanding under Section 3.2. Changes in the ATB Prime Rate shall cause an immediate adjustment of the Annual Interest Rate applicable to all amounts outstanding under Section 3.2 without the necessity of any notice to the Debtor. The Creditor will provide the Debtor with a notice of completion outlining the variable Annual Interest Rate in the event the ATB Prime Rate as at the date of funding (notwithstanding the date provided in the definition of ATB Prime Rate in Section 1.1.6) either increases or decreases from the ATB Prime Rate.

4.2. Notwithstanding the Payment Amount in the Summary of Major Terms, the Payment Amount shall be calculated on the date of funding, as evidenced by a notice of completion provided to the Debtor by the Creditor, based on the Annual Interest Rate as determined in Section 4.1.

4.3. In the event that any amount outstanding under Section 3.2 is not paid as it becomes due, the interest calculated and compounded on this amount shall be set at the Annual Interest Rate plus an additional 10% per annum, but otherwise shall follow the procedure set out in Section 4.1.

5. **Duration, Default, and Termination**

5.1. Duration

The duration of this Agreement shall begin on the date of this Agreement's execution. The duration of this Agreement shall end on the date of the discharge of the Debtor's final obligation under Section 3.2 of this Agreement.

5.2. Default

Each of the following shall be a default of the Debtor's obligations to the Creditor (a "**Default**") under this Agreement:

5.2.1. The Debtor fails to pay when due any amount payable hereunder;

5.2.2. The Debtor fails to comply with, observe, or perform any obligation, covenant, or agreement in this Agreement;

5.2.3. The Debtor or any guarantor to this Agreement becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or a receiver is appointed for the Debtor or any guarantor to this Agreement or a substantial part of the Debtor's or any guarantor to this Agreement's assets, or bankruptcy, reorganization, or insolvency proceedings are instituted by or against the Debtor or any guarantor to this Agreement;

5.2.4. The Debtor attempts to abandon, remove, sell, rent, encumber, or lease the Equipment or any part thereof, or any item of the Equipment becomes subject to a lien without the express written consent of the Creditor;

5.2.5. The Creditor in good faith believes, and has commercially reasonable grounds to believe that, the prospect of payment or performance by the Debtor under this Agreement is or is about to be impaired or the Equipment is or is about to be placed in jeopardy;

5.2.6. The Debtor experiences a material adverse change;

5.2.7. The Debtor defaults in the observance or performance of any covenant, condition or obligation contained in any credit agreement between the Debtor and any Person;

5.2.8. Except as permitted by this Agreement or with the prior written consent of the Creditor, there is any change in the ownership of the shares of the Debtor, or the Debtor amalgamates, merges or consolidates with any other Person, or the Debtor sells or otherwise disposes of all or substantially all of its assets out of the ordinary course of business; or

5.2.9. Any statement, representation or warranty heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Creditor to advance any funds to or to enter into this or any other agreement with the Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial, contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such representation, statement or warranty, which change shall not have been disclosed to the Creditor at or prior to the time of such execution.

5.3. Termination

5.3.1. Joint Termination

The Parties may, upon mutual written consent, terminate this Agreement at any time.

5.3.2. Creditor's Option to Terminate

The Creditor may, in its sole discretion, terminate this Agreement in:

5.3.2.1. The event of a Default;

5.3.2.2. The event of the loss, material damage, destruction, confiscation, or theft of the Equipment; or

5.3.2.3. Upon ten days' written notice to the Debtor.

5.3.3. Consequences of Termination

5.3.3.1. Upon termination of this Agreement, the Creditor may, in its sole discretion, to the extent permitted and in conformity with Applicable Law, do any one or more of the following:

5.3.3.1.1. Demand return of the Equipment;

5.3.3.1.2. Without demand or legal process, enter the premises where the Equipment is located and take immediate possession of and remove the same, without liability for such entry or damage to property or otherwise;

5.3.3.1.3. Sell or lease the Equipment at a public or private sale on such terms and notice as Creditor shall deem reasonable;

5.3.3.1.4. Demand the immediate payments of all amounts outstanding under Section 3.2 of this Agreement and a prepayment fee under Section

3.4 of this Agreement on the amount being demanded; or

5.3.3.1.5. Exercise any other right or remedy available to Creditor under Applicable Law or proceed by court action to enforce the terms of this Agreement (including the rights of a secured creditor in respect of the Security Interest constituted hereby) or to recover damages or expenses resulting from the breach of this Agreement.

5.3.3.2. Debtor waives all claims for damages against Creditor arising out of the repossession, voluntary surrender, removal, or disposition of the Equipment; and

5.3.3.3. Debtor shall be liable for and shall pay to Creditor all legal fees on a solicitor and its own client basis, administrative fees, and other costs incurred by Creditor in respect of exercising Creditor's remedies under Sections 5.3.3.1.1, 5.3.3.1.2, 5.3.3.1.3, 5.3.3.1.4, and 5.3.3.1.5.

6. Obligations and Responsibilities of the Debtor

6.1. As reasonably required by Creditor, insure and maintain insurance on the Equipment for the greater of the Equipment's full replacement value and the total outstanding obligation under Section 3.2 of this Agreement during the duration as described under Section 5.1 of this Agreement (the "**Insurance**"). The Insurance shall be primary and non-contributory insofar as concerns the Creditor's insurance program. The total of the sum of all deductibles on the Insurance shall not exceed $75,000. Without limiting the foregoing, the Insurance must contain the following terms:

6.1.1. In the event of a cancellation of the Insurance, the provider of the Insurance must notify the Creditor in writing at least 30 days in advance of the cancellation of the Insurance;

6.1.2. Endorsements that protect the Debtor from financial exposure due to environmental liability issues including hazardous material handling. If the Debtor has other potential environmental exposure, the Debtor must carry appropriate coverage for that exposure;

6.1.3. Commercial general liability coverage insurance covering bodily injury or property damage to third parties caused by the Equipment, under which the Creditor is included as additional insured, with a minimum limit of insurance of $2,000,000;

6.1.4. Property insurance covering the Equipment from physical damage or loss, under which the Creditor is included as first loss payee;

6.2. Provide to the Creditor a certificate of policy or insurance for the Insurance indicating:

6.2.1. The Creditor's name and address;

6.2.2. The insurer's name and address;

6.2.3. A description of the Equipment including make, model, and serial number;

6.2.4. The amount for which each piece of Equipment is insured and every deductible generally and for every Equipment. In the event that it is not possible for the Insurance to list each Equipment individually, the Creditor may, in its sole discretion, accept blanket insurance coverage;

6.2.5. The effective date of the Insurance; and

6.2.6. The expiry date of the Insurance.

6.3. Assume all risk of loss, damage to, or destruction, theft, or confiscation of the Equipment, including:

6.3.1. the acceptance that the Creditor is under no obligation to replace the Equipment in the aforementioned circumstances; and

6.3.2. the responsibility to notify the Creditor if the Equipment is lost, damaged, destroyed, or confiscated.

6.4. Maintain and repair the Equipment, pay all operating expenses for the Equipment, and keep the Equipment in good operating condition and appearance in accordance with manufacturer's service requirements and warranties at Debtor's expense.

6.5. Observe the following rules in connection with the use of the Equipment:

6.5.1. Keep the Equipment in good condition so as to continuously and fully comply with the requirements of all Governmental Authorities;

6.5.2. Replace any part of the Equipment that becomes worn out, lost, stolen, destroyed, or otherwise rendered permanently unfit or unavailable with replacement and substitute parts and accessories that are original equipment from the manufacturer of the Equipment, or from commercially reputable providers with similar or superior value, serviceability, and warrant;

6.5.3. Keep the Debtor's business located, under the deemed location rules of Section 7(1) of the P.P.S.A., in Alberta;

6.5.4. Not remove the Equipment from Alberta except in the ordinary course of business;

6.5.5. Not remove the Equipment from Alberta for a period of greater than 30 consecutive days;

6.5.6. Provide 15 days' written notice to the Creditor prior to the removal of the Equipment from Alberta; and

6.5.7. Not allow the Equipment to be employed, used or otherwise engaged for consumer, household, or personal use, or in any way that, in the view of the Creditor, is not the intended and conventional use of the Equipment.

6.6. Permit a representative of the Creditor at any time to inspect the Equipment and permit entrance into any location where the Equipment may be situated and the Debtor shall pay the Creditor's expenses incurred in this regard;

6.7. Notify the Creditor upon the occurrence of any material adverse change.

6.8. Provide to the Creditor, on the date noted at the beginning of this Agreement, documentation in a form satisfactory to the Creditor indicating that the Equipment is owned by the Debtor and is free of all Encumbrances other than any permitted Encumbrances set forth in this Agreement (or in any equipment security agreement taken from the Debtor by the Creditor in connection herewith);

6.9. Defend the Equipment against the claims and demands of all other parties claiming the same or an interest therein;

6.10. Notify the Creditor immediately of:

6.10.1. any change in the information contained and provided herein or in the schedules hereto relating to the Debtor, the Debtor's affairs, or the Equipment;

6.10.2. any change in the ownership of the shares of the Debtor, or if the Debtor amalgamates, merges or consolidates, or the Debtor sells or otherwise disposes of all or substantially all of its assets out of the ordinary course of business;

6.10.3. the details of any claims or litigation affecting the Equipment or which would result in a material adverse change in the Debtor's financial condition or which would affect the Debtor's ability to perform its obligations under this Agreement;

6.10.4. the return to, or repossession by the Debtor of any of the Equipment;

6.11. Provide to the Creditor all requested information on accrual, notice of, and payment of any taxes or other remittances with regard to the Equipment;

6.12. Pay all obligations and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or the Equipment as and when they become due and payable and provide the Creditor all information as the Creditor deems necessary to show payment of all of the obligations and other charges in this subsection;

6.13. Agree that the Creditor, in its sole discretion may pay or satisfy any Encumbrance created in respect of any Equipment or any sum necessary to be paid to clear title to such Equipment, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the Annual Interest Rate;

6.14. Prevent the Equipment from being or becoming an accession or fixture to other property not covered by this Agreement;

6.15. Deliver to the Creditor from time to time promptly upon request:

6.15.1. any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Equipment;

6.15.2. all files, books and all records, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Equipment or copies thereof for the purpose of inspecting, auditing or copying the same; and

6.15.3. such other information concerning the Equipment, the Debtor and the Debtor's affairs as the Creditor may reasonably request;

6.16. Provide, to the Creditor, annual financial statements of the Debtor, any Affiliates of the Debtor and any guarantors to this Agreement, each in a form satisfactory to the Creditor, within 120 days of the applicable entity's fiscal year end.

6.17. Not make any change to Debtor's primary business activity without the Creditor's express written consent.

6.18. Perform the following actions pertaining to tax compliance:

6.18.1. Pay and remit all sums when due to tax and other governmental authorities including any

sums in respect of employees, and provide proof to Creditor upon request;

6.18.2. Provide Creditor with such information and documentation as Creditor may require from time to time in respect of the collection and payment of GST including information concerning the amount of taxable supplies, GST collected, input tax credits received and GST paid during each reporting period; and

6.18.3. Forward to Creditor a copy of any GST election forms filed with Canada Revenue Agency upon request.

6.19. Perform all other obligations to be performed under this Agreement.

7. Indemnification, Limitation of Liability

7.1. Debtor's Indemnification of Creditor

7.1.1. The Debtor shall indemnify the Creditor and its Affiliates and their Representatives for any Loss which may be incurred by the Creditor arising out of any misrepresentation, failure to perform or breach of this Agreement by the Creditor and its Affiliates and their Representatives or arising from any claim of product liability or any similar claim relating to the quality of the Equipment or an alleged defect or deficiency in the Equipment or relating to the operation of the Debtor's business, to the extent that the claim relates directly or indirectly to any matter within the control of the Debtor.

7.1.2. The Debtor also shall indemnify the Creditor and its Affiliates and their Representatives for any Loss that may occur due to any introduction of, change in, or implementation of any Applicable Law that:

7.1.2.1. Subjects the Creditor to any tax, changes the basis of taxation of payments due to the Creditor, or increase in any existing tax on payments of principal, interest, or other amounts payable by the Debtor to the Creditor under this Agreement;

7.1.2.2. Imposes, modifies, or deems applicable any reserve, special deposit, capital adequacy, regulatory, or similar requirement against assets or liabilities held by the Creditor, or deposits of or for the account of the Creditor, or loans by the Creditor, or any other acquisition of funds for loans by the Creditor, or commitments by the Creditor to fund loans or obligations of the Creditor in respect of bankers' acceptances accepted by such Creditor; or

7.1.2.3. Imposes on the Creditor any other condition with respect to this Agreement.

The applicability of this Section 7.1.2 shall be at the sole discretion of the Creditor acting reasonably.

7.2. Disclaimer and Release

To the maximum extent permitted by any Applicable Law, and except as otherwise set out expressly in this Agreement, the Debtor waives, releases and disclaims, all undertakings representations, warranties (express or implied), obligations and liabilities of the Creditor and all other remedies, rights and claims against the Creditor, arising by law, statute or otherwise, with respect to the Equipment, including any warranty of merchantability or fitness for a particular purpose, any warranty arising from course of performance, course of dealing or usage of trade, and any obligation, liability, right, remedy or claim in tort, despite any fault, negligence, omission or strict liability of the Creditor (whether active, passive or imputed). No claims of any kind, whether as to materials delivered or for non-delivery of materials from the Creditor, and whether arising in tort or contract, shall be greater in amount than the purchase price of the Equipment in respect of which such damages are claimed.

8. Assignment; Securitization Provisions

8.1. Debtor unconditionally agrees that Creditor may assign all or part of its interest in the Agreement, Debtor's payments, and the Equipment to others without notice to or consent of the Debtor.

8.2. Debtor consents to the dissemination, for the purposes of an assignment, to any assignee of any confidential information given to the Creditor or any assignees.

8.3. Debtor acknowledges that it may not assign this Agreement under any circumstance.

8.4. During the term of this Agreement, this Agreement may be serviced by ATB or any other party as may from time to time be selected by ATB or any transferee or assignee of ATB, (ATB or any such other party, transferee or assignee in such capacity, the "**Servicer**"). ATB will notify the Debtor in writing it has selected a Servicer and from and after receipt of such written notice, the Debtor shall deal exclusively with the Servicer with respect to all matters relating to this Agreement, and Debtor agrees that all enforcement actions or proceedings may be brought by the Servicer on behalf of ATB and all other persons having an ownership interest in this Agreement from time to time and Debtor waives any requirement that ATB or such other owners be a party thereto. The Debtor will, after

receipt of written notice from ATB of the selection of a Servicer, make all payments on this Agreement to, and deal with, the Servicer on all matters of administration of this Agreement until further directed in writing by the Servicer.

8.5. ATB shall have the right, without notice or consent of the Debtor, to transfer, assign, sell or participate its rights and obligations in this Agreement, in whole or in part, to one or more persons. Without limiting the generality of the foregoing, the Debtor acknowledges and agrees that this Agreement (or securities backed by or representing interests in pools of chattel paper of which this Agreement is part) may be sold, transferred, participated, pledged or assigned (a "**Transfer**"), or securitized (a "**Securitization**") through, among other things, private placements or public markets, without further notice to the Debtor and the Debtor hereby consents to any such Transfer or Securitization. The Debtor consents, acknowledges, and agrees that, in contemplation of or as part of any such Transfer or Securitization, all information and materials (including, without limitation, financial statements, net worth statements, personal financial information, credit reports, information on the Equipment, the status of this Agreement, and any default thereunder) provided in connection with this transaction, may be collected by ATB, the Servicer and other servicing entities who service securitized pools from time to time of which this Agreement may become part, and may be disclosed to and used by: (a) any party who is acquiring, is contemplating acquiring, or has acquired, an ownership interest in this Agreement; (b) the Servicer, its successors, and other servicing entities who service the commercial leases or securitized pools of commercial chattel paper from time to time of which this Agreement may become part; (c) assignees, pledgees, insurers, purchasers or transferees under a Transfer or Securitization; (d) the public or any private entity or group in an offering memorandum, prospectus or other disclosure document; (e) the public, any private entity or group and/or other interested persons in the course of providing market information in regard to the ongoing status of this Agreement or chattel paper pools of which this Agreement may be part; (f) any subsequent or proposed purchaser and their third party advisors and/or agents; and (g) any underwriters, placement agents, rating agencies, governmental authorities or other persons in connection with such Transfers or Securitizations.

If any of the aforesaid information constitutes personal information of an individual, the Debtor: (a) represents that the Debtor has obtained the individual's consent to the collection and use of such information; and (b) hereby confirms and agrees that the release and disclosure of any such information by ATB and/or the Servicer constitutes the release and disclosure of such information with the full knowledge and consent of the Debtor and the individual within the meaning of the *Personal Information Protection and Electronic Documentation Act* (Canada), as amended, and the *Personal Information Protection Act* (Alberta), as amended, to the extent that such legislation is applicable to the use and disclosure of personal information under a Transfer or Securitization. The Debtor covenants and agrees that in the event of a Transfer or Securitization, the Debtor shall: (a) at ATB's and/or the Servicer's request, meet with representatives of the rating agencies and/or investors to discuss the business operations in respect of the Equipment which may be securing this Agreement, (b) permit ATB and/or the Servicer or their respective representatives to provide related information to the rating agencies and/or investors, and (c) cooperate with the reasonable requests of the rating agencies and/or investors in connection with all of the foregoing.

9. Know Your Client & Anti-Money Laundering Provisions

9.1. The Debtor recognizes and accepts that the Creditor shall take all necessary steps to comply with all Applicable Law and internal policies on issues characterized as know your client or anti-money laundering issues.

9.2. The Debtor consents to provide all necessary information and undertakes to engage in all necessary action, at its own expense, to assist the Creditor with the Creditor's compliance under Section 9.1.

10. General

10.1. Third Party Indemnification

To ensure that the indemnities provided by the Debtor to the Creditor's and its Affiliates and their Representatives are enforceable, it is agreed by the Parties that the Creditor is acting as agent for those Persons with respect to the indemnities intended to be given to those Persons under this Agreement. The Creditor agrees that it shall hold any right to indemnification that any of those Persons is intended to have under this Agreement in trust for them and that funds received by the Creditor in respect of any claims by any of those Persons shall be held in trust for those Persons.

10.2. Relationship Between the Parties

The Creditor and the Debtor are independent contractors. This Agreement does not constitute the

Creditor and the Debtor as agents, legal representatives, sales representatives, partners, employees, servants or joint venturers of each other for any purpose. The Debtor agrees to defend, indemnify, and hold Creditor harmless from and against any and all claims or third parties that would not have arisen but for an act or omission by the Debtor that is contrary to the above-acknowledged relationship or any other term of this Agreement.

10.3. Notices

Any Communication must be in writing and either:

10.3.1. Delivered personally or by courier; or

10.3.2. Transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as listed in the recitals or at any other address as any Party may at any time advise the other by Communication given or made in accordance with this Section 10.3. Any Communication delivered to the Party to whom it is addressed shall be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication shall be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission shall be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 6 pm (local time of the recipient), the Communication shall be deemed to have been given or made and received on the next Business Day.

10.4. Severability

Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, shall not affect:

10.4.1. the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part; or

10.4.2. the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

10.5. Privacy

Creditor may collect, use, and disclose Debtor's personal information in accordance with law. A copy of Creditor's "Collection, Use, and Disclosure" brochure can be obtained from any of Creditor's branches and a copy of Creditor's complete privacy code may be obtained from www.atb.com or at any of Creditor's branches.

10.6. Submission to Jurisdiction

Each of the Parties irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the Province of Alberta to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by Applicable Law, each of the Parties:

10.6.1. irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province, or that the subject matter of this Agreement may not be enforced in those courts;

10.6.2. irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 10.6, of the substantive merits of any suit, action or proceeding; and

10.6.3. to the extent a Party has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

10.7. Conduct of Parties

All requests, consents, approvals, opinions and decisions given or made by either Party as permitted by this Agreement must be reasonable, not be unreasonably withheld or delayed, not be subject to unreasonable conditions or qualifications, be based on good and sound business judgment, and be consistent with the terms of this Agreement. Whenever a Section of this Agreement or a Schedule requires a consent or approval by a Party and notification of the consent or approval is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its consent or approval.

10.8. Amendment and Waiver

No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any

waiver constitute a continuing waiver unless otherwise expressly provided.

10.9. Succession

This Agreement shall apply to and bind the Debtor's heirs, executors, liquidators, administrators, successors, and assigns and shall enure to the benefit of and be enforceable by Creditor, its successors and assigns (including any Servicer).

10.10. Further Assurances

Each Party shall, at the requesting Party's cost and expense, execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting Party to give effect to this Agreement and, without limiting the generality of this Section 10.10, shall do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required at any time by all Governmental Authorities having jurisdiction over the affairs of a Party or as may be required at any time under Applicable Law or in connection with a Transfer or Securitization.

10.11. Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which shall be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement, as of the date noted at the beginning of this Agreement.

SIGNATURES:

Per:	**ALBERTA TREASURY BRANCHES**	Per:	**D.L.M. OILFIELD ENTERPRISES LTD.**
Name:	NADINE HORNER	Name:	ROBERT JOSEPH DUVAL
Title:	RELATIONSHIP MANAGER	Title:	CEO, EXECUTIVE OPERATIONS
Per:	**ALBERTA TREASURY BRANCHES**	Per:	
Name:	DAVID URE	Name:	
Title:	RELATIONSHIP MANAGER	Title:	

EQUIPMENT LOAN AND SECURITY AGREEMENT
SCHEDULE A

THIS SCHEDULE is dated as of the 14 day of MARCH, 2018, pursuant to the terms of the EQUIPMENT LOAN AND SECURITY AGREEMENT between Creditor and Debtor dated as of the 14 day of MARCH, 2018. X X

EQUIPMENT DESCRIPTION:

YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER
2015	KENWORTH	T800	T/A PRESSURE TRUCK C/W 2014 ADVANCE ALUMINIUM TANK S/N 2AEATDB02ES000125	1NKDL49X5FR972986
2015	KENWORTH	T800	PRESSURE TRUCK C/W 2014 ADVANCE TANK S/N 2AEATDB04ES000160	1NKDL49X7FR972987
2014	PETERBILT	367	TRIDRIVE TRUCK C/W 2014 DELOUPE TRIAXLE VAC TRAILER S/N 2D9KB463XE1004044	1XPTP4EXXED246798
2015	PETERBILT	367	TRIDRIVE SEMI VAC TRUCK C/W 2010 COVAX TRIAXLE TANK TRAILER S/N 2P9ST3MU5FA015384	1XPTP4EX4FD271939
2015	PETERBILT		TRIDRIVE SEMI VAC TRUCK C/W 2010 COVAX TRIAXLE TANK TRAILER S/N 2P9ST3MU7FA015385	1XPTP4EX2FD271969
2015	KENWORTH	T800	TRIDRIVE SEMI VAC TRUCK C/W 2015 MAGNUM TRIAXLE VAC TRAILER S/N 2P9ST3MU8FA015458	1XKDP4TX3FJ976407
2013	KENWORTH	T800	T/A SLEEPER TRUCK	1XKDD40X6DJ962608
2009	NEVILLE		53' TRIAXLE STEPDECK TRAILER	1N9DD53319K175917
2011	PETERBILT	365	T/A TRUCK	1XPSDU0X08D120490
2009	PETERBILT	365	T/A TRUCK	1XPSDU0X79D787731
2014	PETERBILT	367	TRIDRIVE SEMI VAC TRUCK C/W 2014 DELOUPE TRIAXLE VAC TRAILER S/N 2D9KB4631E1004045	1XPTP4EX1ED246799
2014	KENWORTH	T800	T/A SEMI VAC TRUCK C/W 2013 MARCEP TRIAXLE VAC TRAILER S/N 2D9M40E36D1091106	1XKDD40X8EJ968265

ATB Equipment Finance

ATB Financial™

SIGNATURES:

Per:	**ALBERTA TREASURY BRANCHES**	Per:	**D.L.M. OILFIELD ENTERPRISES LTD.**
Name:	NADINE HORNER	Name:	ROBERT JOSEPH DUVAL
Title:	RELATIONSHIP MANAGER	Title:	CEO, EXECUTIVE OPERATIONS
Per:	**ALBERTA TREASURY BRANCHES**	Per:	**Name of Customer**
Name:	DAVID URE	Name:	
Title:	RELATIONSHIP MANAGER	Title:	

ATB Equipment Finance

ATB Financial™

Amending Agreement

THIS AMENDING AGREEMENT (this "**Amendment**") is made as of the 12 day of June, 2018 (the "**Amendment Effective Date**"), X

BETWEEN:

D.L.M. OILFIELD ENTERPRISES LTD.,
a company incorporated pursuant to the laws of ALBERTA
(the "**Debtor**")

- and -

ATB FINANCIAL
previously Alberta Treasury Branches,
a Provincial Crown Corporation incorporated pursuant to the *ATB Financial Act*
previously Alberta Treasury Branches Act (Alberta)
(the "**Creditor**")

WHEREAS the Debtor and the Creditor entered into the Equipment Loan and Security Agreement as of the 10TH day of JUNE, 2015 (as the same may have been previously amended, modified, supplemented, restated or replaced, the "**Financing Agreement**");

AND WHEREAS the Debtor and the Creditor wish to amend the Financing Agreement, on and subject to the terms hereof;

AND WHEREAS the Financing Agreement does not set any specific mechanism for amending the Financing Agreement that would prevent the amendment of the Agreement by mutual consent of Debtor and the Creditor.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Notwithstanding the details of payment set out under subsection 3.2 and the Summary of Major Terms of this Agreement, the parties agree that for the period starting on the 15th day of JUNE, 2018 and ending on the 15TH day of MARCH, 2023 the amount due shall be $52,571.02 instead of the amount that would otherwise be due under this Agreement. The parties further agree the above change to the amount due shall be offset by extending the loan expiry to March 15, 2023.

Restructure fee: $2,000.00 - EF Loan Facility 765-33262211400

The provisions of the Financing Agreement, as amended hereby, and all of the covenants, terms, conditions and provisos contained in the Financing Agreement, as amended hereby, are hereby ratified, confirmed and approved.

This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same Amendment. The delivery of a facsimile or other electronic copy of an executed counterpart of this Amendment shall be deemed to be valid execution and delivery of this Amendment, but the party delivering such facsimile or other electronic copy shall deliver an original copy of this Amendment as soon as reasonably possible after delivery of the facsimile or other electronic copy.

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IN WITNESS WHEREOF the undersigned have executed this Amendment as of the Amendment Effective Date.

SIGNATURES:

Per:	**ATB FINANCIAL**	Per:	**D.L.M. OILFIELD ENTERPRISES LTD.**
Name:	NADINE HORNER	Name:	ROBERT JOSEPH DUVAL
Title:	RELATIONSHIP MANAGER	Title:	CEO, EXECUTIVE OPERATIONS

Per:	**ATB FINANCIAL**	Per:	
Name:		Name:	
Title:		Title:	

LIST OF EQUIPMENT SUBJECT TO THE EQUIPMENT LOAN AND SECURITY AGREEMENTS

1. Equipment Loan and Security Agreement [Loan No. 765-27351805100], dated June 10, 2015, between Alberta Treasury Branches, as creditor, and D.L.M. Oilfield Enterprises Ltd., as debtor, as subsequently amended, supplement, and restated from time to time

Year	Make	Model	Description	Serial No.
2004	PETERBILT	378	Tandem Axle Pressure Truck with Advance 11 cubic meter spec TC-406 Tank s/n 46AT2062M41929821	1NPFLB0XX4N823207
2006	PETERBILT	378	Tandem Axle Pressure Truck with Advance 11 cubic meter spec TC-406 Tank s/n 2AESTCB005E000220	1NPFLB0X26D882258
2006	KENWORTH	T800	Tandem Axle Pressure Truck with Advance 11 cubic meter spec TC-406 Tank s/n 2AESTDB0455000180	1NKDLU9X56R984085
2009	WESTERN STAR	4900SA	Tandem Axle Pressure Truck with Advance 11 cubic meter spec TC-406 Tank s/n 2AESTEB0785000202	5KKHALCVX9PAH5590
2009	WESTERN STAR	4900SA	Tandem Axle Pressure Truck with Advance 11 cubic meter spec TC-406 Tank s/n 2AESTEB058S000201	5KKHALCV39PAH5589
2009	WESTERN STAR	4900SA	Tandem Axle Pressure Truck with Advance 11 cubic meter spec TC-406 Tank s/n 2AESTEB0985000203	5KKHALCVX9PAH1751
2004	FREIGHTLINER	FLD120SD	Tandem Axle Pressure Truck with Hutchison 11 cubic meter spec TC-406 Tank s/n 05-6788	1FURALAV54DM71570
2004	KENWORTH	T800	Tandem Axle Pressure Truck with Hamms 13.5 cubic meter spec TC-406 Tank s/n 425T2061M421759838	1NKDLU0XX4R975313

Year	Make	Model	Description	Serial No.
2011	FREIGHTLINER	CORONADO	Tandem Axle Pressure Truck with Advance 11,917L spec TC-406 Tank s/n 2AESTDBO2BBE000110	1FVHGNDV4BDAX3070
2005	KENWORTH	T800	Tandem Axle Pressure Truck with Advance 12,000L spec TC-406 Tank s/n 2AESTCB0355000214	1NKDLU9X15R980646
2008	KENWORTH	T800	Tandem Axle Pressure Truck with Advance 12,000L spec TC-406 Tank s/n 2AESTDB077S000161	1NKDLU9XX8R934298
2006	KENWORTH	T800B	Tandem Axle Pressure Truck with Advance 11,130L spec TC-406 Tank s/n 2AESTDB0455000129	1NKDLU9X56R983549
2008	KENWORTH	T800B	Tandem Axle Pressure Truck with Advance 12,000L spec TC-406 Tank s/n 2AESTDB0878000162	1NKDLU9X18R934299
2006	KENWORTH	T800	Tandem Axle Pressure Truck with Advance 10,130L spec TC-406 Tank s/n 2AESTCB0555000215	1NKDLU9X96R982551
2011	KENWORTH	T800	Tandem Axle Pressure Truck with Advance 11,130L spec TC-406 Tank s/n 2AESTEBO2AE000113	1NKDL09X4BJ945599
2013	KENWORTH	T800	Tandem Axle Pressure Truck with Advance 11,917L spec TC-406 Tank s/n 2AESTDBO4CE000160	1NKDL79X8DJ960490
2013	KENWORTH	T800	Tandem Axle Pressure Truck with Advance spec TC-406 Tank s/n 2AEATHDO9CR000129	1NKDL79X1DJ960489
2015	WESTERN STAR	W4900SF	Tandem Axle Pressure Truck with Hutchinson 11 cubic meter spec TC-406 Tank s/n 08-7482WB3825	5KKHAEDV9FPGB0575

Year	Make	Model	Description	Serial No.
2004	KENWORTH	T800	Tandem Axle Flushby Truck with Advance 10-cubic meter spec TC-406 Tank s/n 2AEATBB073R000159	1NKDLB0X44R975148
2005	KENWORTH	T800	Tandem Axle Flushby Truck with Advance 10-cubic meter spec TC-406 Tank s/n 2AEATBB094R000164	1NKDLB0X85R977096
2012	PETERBILT	365	Tandem Axle Flushby Truck with Advance 9-cubic meter spec TC-406 Tank s/n 2AESTBB049E000186	1NPSL70X4CD144601
2012	WESTERN STAR	4900SA	Tri Axle Flushby Truck with Hamms spec TC-306 Tank s/n 029811989	5KKPALDR5CPBN5226
1999	KENWORTH	T800B	Tandem Axle Flushby Truck with Hamms spec TC306 Tank s/n 3CAT2062M21365732	1XKDD60X2XR956175
2010	WESTERN STAR	4900SA	Tri Axle Flushby Truck with Advance 2 compartment spec TC-406 Tank s/n 2AEATCB09AV000102	5KKPALDR0APAT9882
2011	WESTERN STAR	4900SA	Tri Axle Flushby Truck with Advance TC-406 Tank s/n 2AEATCB07BR000103	5KKPALDR7BPAX1620
2012	WESTERN STAR	4900SA	Tri Axle Flushby Truck with 8,000L spec TC-406 Tank s/n 2AEATCBOXBV000149	5KKPALDR4CPBF4841
2013	WESTERN STAR	4900SA	Tri Axle Flushby Truck with 8,000L spec TC-406 Tank s/n 2AEATCB05CS000210	5KKPALDR6DPBS9137
2007	PETERBILT	379	Tandem Axle Conventional Tractor	1XP5DB9X87D738572
2007	PETERBILT	379	Tandem Axle Conventional Tractor	1XP5DB9X67D738571

Year	Make	Model	Description	Serial No.
2008	SCONA	Tri Axle	Tri Axle Vacuum Trailer with Rebel 24 Cubic Meter Vac System, spec TC-412 sin PRTSVA464-02-08	2E9H45D3583003490
2009	SCONA	Tri Axle	Tri Axle Vacuum Trailer with Rebel 24 Cubic Meter Vac System, spec TC-412 s/n PRTSVAC-495-10-08	2E9H45D3293003528
2009	CUSTOM	Tri Axle	Tri Axle Vacuum Trailer with 27 Cubic Meter Vac System, spec TC-407/412 s/n CVEML002-01-09	2P9C513D19N082674
2008	CUSTOMER	Tri Axle	Tri Axle Vacuum Trailer with 27 Cubic Meter Vac System, spec TC-407/412 s/n CVSEMI45350109	2D9M40D3981091051
2009	CUSTOM	Tri Axle	Tri Axle Vacuum Trailer with 24 Cubic Meter Vac System, spec TC-407/412 s/n VSEM10030109	2P9CS13D19N082675
2012	PETERBILT	367	Tandem Axle Conventional Tractor	1XPTD40XXCD142373
2010	SCONA	Tri Axle	Tri Axle Vacuum Trailer with Rebel 24 Cubic Meter Vac System, spec TC-412 s/n PRTSVAC-542-03-11	2E9M45D31A3003572
2012	KENWORTH	T800	Tandem Axle Conventional Tractor	1XKDD40X1CJ956570
2012	SCONA	Tri Axle	Tri Axle Vacuum Trailer with Rebel 24 Cubic Meter Vac System, spec TC-407/412 s/n PRTSVAC579-02-12	2E9C45D33C3003748
2009	KENWORTH	T800	Tandem Axle Conventional Tractor	1XKDD40X89R938271
2008	CUSTOM	Tri Axle	Custom Vacuum Services Tri Axle Vacuum Trailer with 24 cubic meter vac system spec TC-407/412 s/n 42790208	2E9H45D3883003483

Year	Make	Model	Description	Serial No.
2009	KENWORTH	T800	Tandem Axle Conventional Tractor	1XKDD40XX9R938272
2008	CUSTOM	TTC Tri Axle	Tri Axle Vacuum Trailer with Z07437-07-04 25 cubic meter vac system spec TC-407 s/n 42890308	2E9H45D3483003416
2010	KENWORTH	T800	Tandem Axle Conventional Tractor	1XKDD40X4AJ944636
2010	MARCEP	Tri Axle	Deloupe Tri Axle Vacuum Trailer with custom vac services Z-05-437-17-10 25,247 L Vacuum System, spec TC-407/412 s/n CVSEMI-047-03-10	2D9M40D36A1091076
2008	SCONA	REBEL VAC TRAILER	Tri Axle Vacuum Trailer with Rebel 24 Cubic Meter Vac System, spec TC-412 s/n PRTSBAC465-20-08	2E9H45D3783003491
2012	PETERBILT	367	Tri-Axle Vacuum Truck with Custom Vac Services 12,604 L spec TC-407 tank s/n CWAC2-223-03-12	INPTP4TX1CD150066
2013	FREIGHTLINER	CORONADO	Tri Drive Vacuum Truck with Vacuum Industrial Products 2-compartment tank spec TC-406 s/n 13-014222	3ALPGNDR2DDBV1801
2008	PETERBILT	367	Tri-Axle Vacuum Truck with Rebel spec TC-412 tank s/n PRTVAC4160207	1NPTXBEX68D731815
2008	PETERBILT	367	Tandem Axle Vacuum Truck with Almac 13-cubic meter spec TC-407 tank s/n MB014611MBL	1NPSLU0X68D767319

2. **Equipment Loan and Security Agreement [Loan No. 765-27853542600], dated August 25, 2015, between Alberta Treasury Branches, as creditor, and D.L.M. Oilfield Enterprises Ltd., as debtor, as subsequently amended, supplement, and restated from time to time**

Year	Make	Model	Description	Serial No.
2005	PETERBILT	378	TRUCK C/W TANK TC-406 S/N 2AESTDB096S000290	1NPFLU9X85D844255
2007	PETERBILT	378	TRUCK C/W TANK TC-406 S/N 2AESTDB096S000290	1NPFLB0X17D669805
2008	PETERBILT	367	TRUCK C/W TANK TC-406 S/N 2AESTDB037S000206	1NPTLB0X08D737855
2008	PETERBILT	367	TRUCK C/W TANK TC-406 S/N 2AESTDB057S000210	1NPTLB0X78D767600
2008	PETERBILT	367	TRUCK C/W TANK TC-406 S/N 2AESTDB077S000211	1NPTLB0X48D767599
2014	KENWORTH	T800	TRUCK C/W TANK TC-406 S/N 2AEATDB0405000173	1NKDL49X3EJ965936
2014	KENWORTH	T800	TRUCK C/W TANK TC-406 S/N 2AEATDBOXDS000176	1NKDL49X5EJ965937
2007	WESTERN STAR	4900FA	TRUCK C/W TANK TC-406 S/N 2AESTEA077E000179	5KKHAEDE87PX84897
2006	KENWORTH	T800	FLUSHBY TRUCK C/W TANK S/N 2AEATCB076R000107	1NKDLB0X26R984059
2007	PETERBILT	378	FLUSHBY TRUCK C/W TANK S/N 2W9063817TA041642	1NPFL40XX7D682158
2005	KENWORTH	T800B	FLUSHBY TRUCK C/W TANK S/N 4M8TZ062AE1328812	1NKDXUEX65R978062
2008	SCONA	TRI-AXLE	VACUUM TRAILERC/W TANK TC-412 S/N PRTSVAC462-02-08	2E9H45D3X83003484
2008	SCONA	TRI-AXLE	VACUUM TRAILERC/W TANK TC-412 S/N PRTSVAC463-02-08	2E9H45D3183003485
2007	PETERBILT	379	TRUCK	1XP5D49X27D745884
2007	PETERBILT	378	TRUCK	1XP5DB9X47D738570

Year	Make	Model	Description	Serial No.
2007	PETERBILT	378	TRUCK	1XPFDB9X97D673302
2014	KENWORTH	T800	TRUCK	1XKDD40X8EJ965933
2013	MAGNUM	2STM-37	TRAILER C/W FOREMOST VACUUM SYSTEM S/N 02131697	2P9ST2MR4DA015153
2013	DODGE RAM	D5500	TRUCK	3C7WRNBL3DG581857
2004	DODGE RAM	3500	TRUCK	3D7MU46C24G134451
2011	DODGE RAM	1500	TRUCK	1D7RV1CT7BS605571
2008	DODGE RAM	3500	TRUCK	3D7MX38A78G208501
2006	DODGE RAM	3500	TRUCK	3D7LX38C26G242159
2011	GMC	YUKON XL	TRUCK	1GKS2KE34BR212646
2006	DODGE RAM	1500	TRUCK	1D7HU18216J125956
2010	DODGE RAM	1500	TRUCK	1D7RV1GT3AS133118
2012	DODGE RAM	1500	TRUCK	1C6RD7LT8CS288506
2012	DODGE RAM	1500	TRUCK	1C6RD7KTXCS120643
2012	DODGE RAM	2500	TRUCK	3C6UD5DL3CG106294
2012	DODGE RAM	3500	TRUCK	3C63D3DL4CG234107
2012	DODGE RAM	3500	TRUCK	3C63D3DL8CG234109
2001	ALTA-FAB		CAMP TRAILER	011256S3562WSMB
2010	BOBCAT	S250	SKID STEER LOADER	A5GM36557
2008	BOBCAT	T300	MULTI TERRAIN LOADER	532040140
2009	BOBCAT	S330	SKID STEER LOADER	A5HA35103
2014	FOREST RIVER	CARGO MATE	TRAILER	5NHUCH629ET445243
2014	LOAD TRAIL	TANDEM	TRAILER	4ZETD1828E1049957
2011	KAUFMAN	TANDEM	TRAILER	5SHFP2227BB000122

Year	Make	Model	Description	Serial No.
2011	KAUFMAN	TANDEM	TRAILER	2SHFD2221BB000125

3. Equipment Loan and Security Agreement [Loan No. 765-31354982800], dated April 21, 2017, between Alberta Treasury Branches, as creditor, and D.L.M. Oilfield Enterprises Ltd., as debtor, as subsequently amended, supplement, and restated from time to time

Year	Make	Model	Description	Serial No.
2014	DODGE	RAM 1500	WORK TRUCK	1C6RR7LM2ES340225
2010	FORD	F350	WORK TRUCK	1FTWW3B51AEB21806
2002	GMC	C6500	GRAVEL TRUCK	1GDJ7H1E32J900294
2007	FREIGHTLINER	M2 S/A	STEAMER TRUCK	1FVACXCT87HW86394
2011	FORD	F550	BOOM DECK TRUCK	1FDUF5HY2BEC08678
2005	GMC	C5500	PICKER DECK TRUCK	1GDE5C3245F500622
2005	KENWORTH	T800B	PRESSURE TRUCK	1NKDLU9X75R979744
1998	BOBCAT	863	SKID STEER LOADER C/W BOBCAT 66 CLEANUP BUCKET S/N 6703927	514416942
2009	VOLVO	G946	MOTOR GRADER	VCE0G946L00042787
2012	FORD	F350	WORK TRUCK	1FT8W3B69CEB80445
2012	CAPITAL	SINGLE 72	SERVICE RIG C/W WEATHERFORD 150 TON LINK TOOLPUSHER S/N 41224115-04A / 048 AND MCKISSICK 75-TON BLOCK S/N 0876164	2C9AJ0054CE198039
2012	UNITED	FAB	MOBILE DOG HOUSE	2UFWTC284CT000113
2012	KENWORTH	T300	FLAT DECK PICKER C/W 2012 FASSI F155AC 7-TON KNUCKLE CRANE S/N 1503-0163	2NKHHM7H4CM957445

Year	Make	Model	Description	Serial No.
2012	TRAIL PRO	HB148	TRIDEM DECK TRAILER	2DAHC1277CT013898
2012	ADVANCE	TRIDEM	TANK TRAILER	2AEASWBHXCK000102
2012	ADVANCE	TRIDEM	TANK TRAILER	2AEASWBH1CK000103
2012	ADVANCE	TRIDEM	TANK TRAILER	2AEASWBH9CK000107
2008	ADVANCE	TRIDEM	TANK TRAILER	2AEASWBH48S000183
2008	ADVANCE	TRIDEM	TANK TRAILER	2AEASWBH98S000177
2010	HUTCHINSON	TRIDEM	TANK TRAILER	2H9AEBHG2AT002984
2009	HUTCHINSON	TRIDEM	TANK TRAILER C/W 38000L CAPACITY TANK S/N 09-7725	2H9AE11G09T002725

4. Equipment Loan and Security Agreement [Loan No. 765-31808875600], dated June 8, 2017, between Alberta Treasury Branches, as creditor, and D.L.M. Oilfield Enterprises Ltd., as debtor, as subsequently amended, supplement, and restated from time to time

Year	Make	Model	Description	Serial No.
2013	INTERNATIONAL	PAYSTAR 5900	TRIDRIVE FLUSHBY	1HTNWSMT1DJ434757
2006	WESTERN STAR	4900SA	TRIDRIVE FLUSHBY	5KKPALDEX6PW02731
2012	INTERNATIONAL	PAYSTAR 5900	T/A TRIDRIVE FLUSHBY	1HTXVAPT3CJ196717
2013	INTERNATIONAL	PAYSTAR 5900	TRIDRIVE FLUSHBY C/W KWIK FAB FLUSHBY UNIT S/N 10-10-15750-2	1HTNWSMT6DJ328935
2015	PETERBILT	367	T/A TRIDRIVE FLUSHBY	1NPTX4EX2FD274686
2012	INTERNATIONAL	PAYSTAR 5900	TRIDRIVE FLUSHBY	1HTNWSMTXCJ647723
2003	KENWORTH	T800	T/A COIL TUBING UNIT	1NKDLB0X43R967663

Year	Make	Model	Description	Serial No.
2004	KENWORTH	T800B	TRIDRIVE COIL TUBING UNIT UW DA WELDING COIL TUBING UNIT S/N 03062729 AND DA WELDING INJECTOR S/N 592000166	1NKDXBEX74R971558
2005	KENWORTH	T800B	T/A COIL TUBING UNIT	1NKDLB0X55R980375
2006	KENWORTH	T800B	T/A T/A COIL TUBING UNIT C/A C-TECH COIL TUBING UNIT 5/N CTU-2023 AND C-TECH INJECTOR S/N CIT-2030	1NKDXBTX76R982596
2007	KENWORTH	T800B	T/A TRIDRIVE COIL TUFTING UNIT CAV CT-300 INJECTOR S/N CTI 3584-502	1NKDXBTX07R997734
2006	KENWORTH	T800B	T/A T/A COIL TUBING UNIT C/W CT-300 INJECTOR S/N CT 13330002	1NKDLBTX56R989865
2004	WESTERN STAR	4900SA	T/A TRIDRIVE COIL TUBING UNIT	5KKUALAV34PN28718
2006	WESTERN STAR	4900SA	T/A PRESSURE TRUCK	5KKHAECV06PW07213
2003	KENWORTH	T800B	T/A PRESSURE TRUCK	1NKDLU0X63R969698
2015	PETERBILT	389	S/A PRESSURE TRUCK	1NPXL49X8FD274683
2006	KENWORTH	T800	T/A PRESSURE TRUCK	1NKDLU9X36R983940
2004	KENWORTH		T/A TRUCK TRACTOR	1XKDPBEX14R971738
2004	ADVANCE		VAC TRAILER	2AEFSYKH44E000114
2005	REBEL		TRIDEM VACUUM TANK TRAILER	PRTSVAC3330705
2006	STERLING		S/A STEAMER TRUCK	2FZACGCT86AW83186
2015	PETERBILT	389	T/A TRUCK TRACTOR	1NPXD49X9FD256559
2006	FREIGHTLINER	FLD120SD	T/A TRUCK TRACTOR	1FUJALCK26DV51606
2014	ACRO		TRIDEM VAC TANK TRAILER	1A9114636E1005297
2014	LAZER	INOX	TRIDEM TANK TRAILER	2L9TS5323ED079329

5. Equipment Loan and Security Agreement [Loan No. 765-33262211400], dated March 14, 2018, between Alberta Treasury Branches, as creditor, and D.L.M. Oilfield Enterprises Ltd., as debtor , as subsequently amended, supplement, and restated from time to time

Year	Make	Model	Description	Serial No.
2015	KENWORTH	T800	T/A PRESSURE TRUCK C/W 2014 ADVANCE ALUMINUM TANK S/N 2AEATDB02ES000125	1NKDL49X5FR972986
2015	KENWORTH	T800	PRESSURE TRUCK C/W 2014 ADVANCE TANK S/N 2AEATDB04ES000160	1NKDL49X7FR972987
2014	PETERBILT	367	TRIDRIVE TRUCK C/W 2014 DELOUPE TRIAXLE VAC TRAILER S/N 2D9KB463XE1004044	1XPTP4EXXED246798
2015	PETERBILT	367	TRIDRIVE SEMI VAC TRUCK C/W 2010 COVAX TRIAXLE TANK TRAILER S/N 2P9ST3MU7FA015385	1XPTP4EX4FD271939
2015	PETERBILT		TRIDRIVE SEMI VAC TRUCK C/W 2010 COVAX TRIAXLE TANK TRAILER S/N 2P9ST3MU5FA015384	1XPTP4EX2FD271969
2015	KENWORTH	T800	TRIDRIVE SEMI VAC TRUCK C/W 2015 MAGNUM TRIAXLE VAC TRAILER S/N 2P9ST3MU8FA015458	1XKDP4TX3FJ976407
2013	KENWORTH	T800	T/A SLEEPER TRUCK	1XKDD40X6DJ962608
2009	NEVILLE		53' TRIAXLE STEPDECK TRAILER	1N9DD53319K175917
2011	PETERBILT	365	T/A TRUCK	1XPSDU0X0BD120490
2009	PETERBILT	365	T/A TRUCK	1XPSDU0X79D787731
2014	PETERBILT	367	TRIDRIVE SEMI VAC TRUCK C/W 2014 DELOUPE TRIAXLE VAC TRAILER S/N 2D9KB4631E1004045	1XPTP4EX1ED246799

Year	Make	Model	Description	Serial No.
2014	KENWORTH	T800	T/A SEMI VAC TRUCK C/W 2013 MARCEP TRIAXLE VAC TRAILER S/N 2D9M40E36D1091106	1XKDD40X8EJ968265

Schedule "G"

INTERCREDITOR AND SUBORDINATION AGREEMENT

This Intercreditor and Subordination Agreement (this "**Agreement**") is dated June 12, 2015 and is made among Alberta Treasury Branches (together with its successors and permitted assigns, the "**Equipment Lender**"), Bond Mezzanine Fund III Limited Partnership (together with its successors and permitted assigns, the "**Subordinated Lender**"), and D.L.M. Oilfield Enterprises Ltd. (together with its successors and permitted assigns, the "**Borrower**").

RECITALS:

A. The Subordinated Lender has made loans to the Borrower and may continue to make from time to time loans or advances and otherwise extend credit to the Borrower (collectively, and together with all indebtedness, interest, fees, legal and other costs, charges and expenses related to or incurred in respect of the foregoing, the "**Subordinated Lender Loans**").

B. The Borrower is indebted to or may become indebted from time to time to the Equipment Lender pursuant to certain equipment loan and security agreements between the Borrower, as borrower, and the Equipment Lender as described in the definition of "Equipment Security" (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Equipment Credit Agreement**").

C. It is a condition precedent to the Subordinated Lender granting its consent to the existence of the Equipment Debt and the Equipment Security that the parties hereto execute and deliver this Agreement, and it is in the best interest of the Subordinated Lender and the Borrower to do so.

AGREEMENT:

In consideration of the premises contained herein together with good and other valuable consideration, the receipt and sufficiency whereof are each hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. In this Agreement:

   (a) "**Bond/PNC Intercreditor Agreement**" means the April 17, 2015 intercreditor and subordination agreement among PNC Bank Canada Branch, as agent, the Subordinated Lender, as subordinated lender, and the Borrower, as borrower, as amended, modified, supplemented, restated, or replaced from time to time, on and subject to the terms of this Agreement;

   (b) a "**Creditor Proceedings**" means:

      (i) any dissolution, winding-up, total or partial liquidation, adjustment or readjustment of debt, reorganization, compromise, arrangement with creditors, plan of arrangement, proposal, notice of intention to make a proposal, or other similar proceedings under Insolvency Laws of or with respect to the Payor or its property or liabilities, in each case under any Insolvency Law;

      (ii) any dissolution, winding-up, total or partial liquidation, adjustment or readjustment of debt, reorganization, compromise, arrangement with creditors, plan of arrangement, proposal or other similar proceedings under the arrangement provisions of any applicable corporate law (in any case which involves the alteration, amendment, conversion, compromise, arrangement, satisfaction or discharge of

Schedule "H"

INTERCREDITOR AND SUBORDINATION AGREEMENT

This Intercreditor and Subordination Agreement (this "**Agreement**") is dated August 25, 2015 and is made Alberta Treasury Branches (in such capacity and together with its successors and assigns, "**ATB**"), Bond Mezzanine Fund III Limited Partnership (together with its successors and permitted assigns, the "**Subordinated Lender**"), and D.L.M. Oilfield Enterprises Ltd. (together with its successors and permitted assigns, the "**Borrower**").

RECITALS:

A. The Subordinated Lender has made loans to the Borrower and may continue to make from time to time loans or advances and otherwise extend credit to the Borrower (collectively, and together with all indebtedness, interest, fees, legal and other costs, charges and expenses related to or incurred in respect of the foregoing, the "**Subordinated Lender Loans**").

B. The Borrower is indebted to or may become indebted from time to time to ATB pursuant to the Commitment Letter dated July 9, 2015 (the "**Commitment Letter**") and other agreements among the Borrower, as borrower, and ATB, as Lender (collectively, and as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Senior Credit Agreement**").

C. It is a condition precedent to ATB, granting its consent to the existence of the Subordinated Debt and the Subordinated Security that the parties hereto execute and deliver this Agreement, and it is in the best interest of the Subordinated Lender and the Borrower to do so.

AGREEMENT:

In consideration of the premises contained herein together with good and other valuable consideration, the receipt and sufficiency whereof are each hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. In this Agreement:

   (a) "**Subordinated Debt**" means, collectively, all Subordinated Lender Loans to the Borrower or any successors thereof (including successors by amalgamation) (collectively, the "**Payor**"), and other indebtedness of every kind, howsoever created, arising or evidenced, whether present or future, direct or indirect, absolute or contingent, legal or equitable, due or to become due, including without limitation, the Bond Securities Purchase Loan (as defined in the Share Agreement) and other loan, interest and other obligations of the Payor under the Share Agreement, and the loan of Cdn. $7,500,000 granted pursuant to the loan agreement dated April 17, 2015 among the Borrower and the Subordinated Lender, as amended, restated, supplemented, renewed or as otherwise modified from time to time (the "**Subordinated Credit Agreement**");

   (b) "**Senior Debt**" means, collectively, all Obligations (as defined in the Senior Credit Agreement), indebtedness, liabilities and obligations of whatever nature or kind including, without limitation, under the Senior Credit Agreement, any indemnified amount, and whether similar to any of the foregoing or not, of the Payor to ATB or any of its affiliates; it being expressly understood and agreed that the term "Senior Debt" as used herein shall include, without limitation, any and all interest accruing on any of the Senior Debt after the commencement of any proceedings referred to Section 5 hereof, all mark to market obligations incurred in the early termination of funded debt or any swap contracts, hedge contracts or any other derivatives or similar agreements, and all reasonable costs and expenses actually incurred in connection with any realization and enforcement proceedings with respect to the matters herein contained and all reasonable legal fees in respect thereof on a full indemnity basis of ATB pursuant thereto, notwithstanding any provision or rule of law which might restrict the rights of ATB to collect such amounts as against the Payor, any guarantor or anyone else;

(c) "**Share Agreement**" means the Share Agreement among the Borrower and the Subordinated Lender dated as of April 17, 2015, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof;

(d) "**Senior Security**" means, collectively, all assignments, mortgages, charges, pledges, liens, hypothecs, encumbrances, or security interests of whatsoever nature or kind howsoever created or arising, whether absolute or contingent, fixed or floating, legal or equitable, perfected or not, now existing or hereafter arising (including any right of offset) securing or in effect securing any of the Senior Debt;

(e) "**Subordinated Security**" means, collectively, all assignments, mortgages, charges, pledges, liens, hypothecs, encumbrances, or security interests of whatsoever nature or kind howsoever created or arising, whether absolute or contingent, fixed or floating, legal or equitable, perfected or not, now existing or hereafter arising (including any right of offset) securing or in effect securing any of the Subordinated Debt;

(f) "**Insolvency Laws**" means the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-up and Restructuring Act* (Canada) or any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, receivership, insolvency, corporate, arrangement or similar laws of Canada or other applicable jurisdictions from time to time that have become applicable to the Payor or any of its properties, assets, undertakings or liabilities;

(g) a "**Creditor Proceedings**" means:

(i) any dissolution, winding-up, total or partial liquidation, adjustment or readjustment of debt, reorganization, compromise, arrangement with creditors, plan of arrangement, proposal, notice of intention to make a proposal, or other similar proceedings under Insolvency Laws of or with respect to the Payor or its property or liabilities, in each case under any Insolvency Law;

(ii) any dissolution, winding-up, total or partial liquidation, adjustment or readjustment of debt, reorganization, compromise, arrangement with creditors, plan of arrangement, proposal or other similar proceedings under the arrangement provisions of any applicable corporate law (in any case which involves the alteration, amendment, conversion, compromise, arrangement, satisfaction or discharge of obligations of any or all creditors) of or with respect to the Payor or its property or liabilities;

(iii) any bankruptcy, insolvency, receivership, interim-receivership, proposal, notice of intention to make a proposal, compromise, arrangement, petition or assignment in bankruptcy, assignment for the benefit of creditors or other similar application or proceeding under any Insolvency Laws of or with respect to the Payor;

(iv) any marshalling of assets and liabilities of the Payor under any Insolvency Laws;

(v) any bulk sale of assets by the Payor; or

(vi) any proceedings or applications in relation to any of the foregoing,

whether any of the foregoing is voluntary or involuntary, partial or complete, and includes any such proceedings initiated or consented to by the Payor; and

(h) a "**Payment Blockage Event**" means any one or more of the following:

(i) the occurrence of any Creditor Proceeding which is continuing;

(ii) the commencement of any enforcement of or other exercise of any remedies under any Subordinated Security which is continuing;

(iii) the commencement of any action or proceeding to enforce, collect or receive payment of any Subordinated Debt or the exercise of any rights or remedies of the Subordinated Lender to enforce payment of any Subordinated Debt, in each case, which is continuing;

(iv) the commencement of any enforcement of or other exercise of any remedies under any Senior Security by ATB which is continuing and in respect of which ATB has given notice of the occurrence of a Payment Blockage Event to the Borrower and the Subordinated Lender;

(v) the occurrence of any Default or Event of Default (under and as defined in the Senior Credit Agreement) which is continuing, including which has occurred due to any payment being made on or in respect of the Subordinated Debt not being permitted under the Senior Credit Agreement; or

(vi) the occurrence of any Event of Default (under and as defined in the Subordinated Credit Agreement) which is continuing.

2. So long as any Senior Debt is outstanding and until the Senior Debt is indefeasibly and irrevocably paid in full and satisfied:

(a) the payment of all Subordinated Debt shall be, to the greatest extent permitted by law, postponed and subordinated as herein provided to the indefeasible and irrevocable payment in full and final satisfaction of all Senior Debt and the Subordinated Lender will not, and will not permit any agent or representative thereof to, directly or indirectly take or accept from the Payor, in any manner, directly or indirectly, payment of, or consideration for the reduction of, the whole or any part of the Subordinated Debt, provided that:

(i) the Borrower shall be entitled to pay to the Subordinated Lender and the Subordinated Lender shall be entitled to receive, for its own account (collectively, the "**Permitted Payments**"):

A. unless a Payment Blockage Event has occurred which is continuing,

I. the monthly standby fee of an amount equal to 0.5% of the undrawn principal of the Subordinated Debt;

II. regularly scheduled payments of interest on the outstanding balance of the Subordinated Debt excluding, for certainty,

i. interest in respect of any amounts under the Share Agreement (including, for certainty, in respect of the Bond Securities Purchase Loan (as defined therein)); and

ii. any interest in respect of the Breach Rate (under and as defined in the Subordinated Credit Agreement); and

III. principal payments under the Subordinated Credit Agreement from the net cash proceeds received by the Payor from any private or capital markets issue of equity; and

B. any principal or other payments made under and pursuant to the Subordinated Credit Agreement (other than as permitted under Sections 2(a)(i)A and 2(a)(i)B hereof) which have been previously consented to in writing (in its sole discretion) by ATB.

For clarity, no payment shall be made to or received by the Subordinated Lender in respect of the Subordinated Debt, other than Permitted Payments received by the Subordinated Lender prior to a Payment Blockage Event and which did not result in or cause a Payment Blockage Event, and such other payments as may be expressly consented to in writing by ATB;

(b) the Senior Security shall have full and absolute priority over the Subordinated Security and such Subordinated Security is to the greatest extent permitted by law hereby postponed and subordinated in all respects to the Senior Security. Notwithstanding anything to the contrary hereunder or under applicable law, the Subordinated Lender will not:

(i) challenge, dispute or contest in any manner the validity, enforceability, perfection or priority of the Senior Debt or any of the Senior Security over the Subordinated Security, nor will the Subordinated Lender at any time challenge the validity or enforceability of the subordination and postponement provided for herein or take any action whereby the subordination and postponement contemplated hereby may be prejudiced;

(ii) take any action that would (A) limit, invalidate, avoid or set aside any Senior Security, Senior Debt or the Senior Credit Agreement and the other agreements related thereto; or (B) subordinate the priority of the Senior Debt or the Senior Security to the Subordinated Debt or the Subordinated Security;