(iii) take any action that would hinder, delay, limit, impede, restrict or prohibit any exercise of rights or remedies under the Senior Security; or

(iv) contest, challenge, protest or object to (and the Subordinated Lender, for itself and its agents, hereby expressly consents to) any foreclosure, enforcement, exercise of remedies or realization proceeding or other action brought by ATB in respect of the Senior Debt or Senior Security, or any forbearance made by ATB from time to time in respect of the Senior Debt or Senior Security; and

(c) the Subordinated Lender will not realize upon, or otherwise exercise (or cause to be exercised) any rights or remedies under any of the Subordinated Security, except as provided in Section 6 hereof.

3. Notwithstanding anything herein or in the Subordinated Credit Agreement, the Subordinated Lender shall not receive or retain any payment or Permitted Payment on or in respect of the Subordinated Debt (a) after the occurrence of a Payment Blockage Event; or (b) if any such payment or Permitted Payment would result in a Payment Blockage Event. Any such payment or Permitted Payment shall be held by the Subordinated Lender in trust for the exclusive benefit of ATB and shall be promptly paid over in the form received to ATB (duly endorsed, if necessary, to ATB).

4. Upon any distribution of property of the Payor to its creditors upon or pursuant to any Creditor Proceeding, all the Senior Debt shall first be indefeasibly and irrevocably paid in full and satisfied before the Subordinated Lender shall be entitled to receive or retain any payment or other distribution of any kind from the Payor or any receiver, interim receiver, receiver-manager, trustee, monitor or other person making such payment or distribution or in respect of such proceedings or under or in respect of the Subordinated Debt or any of the Subordinated Security. The provisions of this Agreement shall survive the distribution or payment of any property pursuant to any Creditor Proceeding and the terms hereof shall apply to any such distribution or payment.

5. If upon any such dissolution, winding up, liquidation, readjustment, reorganization, compromise, adjustment of debt, arrangement or compromise with creditors or other Creditor Proceeding (including any acts or proceedings related to the Subordinated Debt or the Subordinated Security), any payment or distribution of assets or securities of the Payor of any kind or character, whether in cash, property or security, is received by the Subordinated Lender or any agent or representative thereof before all the Senior Debt is indefeasibly and irrevocably paid in full and satisfied, such payment or distribution will be held in trust by such recipient as bare trustee only for the exclusive benefit of, and shall promptly be paid over in the form received (duly endorsed, if necessary, in favour of ATB, for the benefit of the Senior Creditors) to ATB for application to the payment of the Senior Debt until all the Senior Debt is indefeasibly and irrevocably paid in full and satisfied.

6. Standstill:

(a) The Subordinated Lender shall not (the following detailed in Sections 6(a)(i), 6(a)(ii) and 6(a)(iii) hereof are collectively referred to herein as the "**Restricted Rights**"):

(i) enforce any right or remedy against the Payor by reason of a default by the Payor under the Subordinated Debt or the Subordinated Security;

(ii) commence, consent to or join with any other creditor in any Creditor Proceeding; or

(iii) institute or commence any action or proceeding to enforce, collect or receive payment of any Subordinated Debt or exercise any rights to enforce payment of any Subordinated Debt, including any action of enforcement, realization, foreclosure, collection, seizure or execution (in any case in respect of the Subordinated Security and, for certainty, whether as a secured or unsecured creditor),

until the expiry of a period (the "**Standstill Period**") of 90 days after the provision of written notice by the Subordinated Lender to ATB (in accordance with the notice provisions hereof and referring to this Agreement and this Section) of the occurrence of an Event of Default under and as defined in the Subordinated Credit Agreement and that repayment of the entire Subordinated Debt has been accelerated; provided that, notwithstanding anything herein to the contrary, in no event shall the Subordinated Lender be entitled to enforce or exercise any of its rights or remedies with respect to the Subordinated Security if, notwithstanding the expiration of the Standstill Period, ATB shall have commenced and be diligently pursuing the exercise of any of its rights or remedies under the Senior Security.

(b) Notwithstanding Section 6(a) hereof, the Subordinated Creditor may:

(i) accelerate the Subordinated Debt;

(ii) file any proof of claim with respect to the Subordinated Debt in a creditor proceeding;

(iii) take any action in order to create, perfect, preserve or protect the Subordinated Security including, without limitation, take any action for conversion of any floating charge in the Subordinated Security to a fixed charge, subject to the provisions hereof;

(iv) file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any person objecting to or otherwise seeking the disallowance of the claims of the Subordinated Lender, including any claims secured by the Subordinated Security, if any; and

(v) file any pleadings, objections, motions or agreements which assert rights or interests available to unsecured creditors of the Borrower arising under any Insolvency Law or other applicable law, including, without limitation, take action on the failure to pay the Subordinated Debt for the purposes of obtaining a monetary judgment in respect thereof (and for certainty, solely for the purposes of obtaining a monetary judgment in respect thereof), so long as (A) no Restricted Rights are commenced or exercised; and (B) no action or proceeding for enforcement, realization, foreclosure, collection, seizure or execution (in any case in respect of the Subordinated Security and, for certainty, whether as a secured or an unsecured creditor) is instituted or commenced; and

(vi) exercise any of its rights or remedies with respect to the Subordinated Security after the termination of the Standstill Period, in each case, to the extent, but only to the extent, that any of the foregoing:

A. is in compliance with, is not inconsistent with and does not contravene, the other provisions of this Agreement; and

B. is not adverse to, or does not adversely affect, the Senior Security or the priority thereof or the rights of ATB under this Agreement.

7. ATB shall have the sole and exclusive right to do any of the following (i) prior to the commencement of, during and until the expiry of the Standstill Period; or (ii) if ATB shall have commenced and have been diligently pursuing the exercise of its rights or remedies under the Senior Security:

(a) notify account debtors of the Payor to make payments to ATB and exercise other similar rights with respect to accounts and intangibles (each as defined in the *Personal Property Security Act* (Alberta)), including as set forth in the Senior Security;

(b) receive dividends and distributions, send notices or otherwise exercise any rights with respect to any Senior Security;

(c) exercise any registration and similar rights with respect to any Senior Security; and

(d) hold any instruments, certificates, chattel paper or other forms of collateral where perfection may be achieved or maintained by physical possession.

8. So long as any Senior Debt is outstanding and until the Senior Debt is indefeasibly and irrevocably paid in full and satisfied, all insurance proceeds or compensatory amounts to which the Payor receives or would otherwise be entitled to in respect of any loss to any of its property, assets or undertaking (whether or not the same are covered by the Senior Security), expropriation, other forced disposition or sale to any expropriating authority under threat of expropriation, or otherwise shall be paid to ATB. Any such proceeds or other amounts received by the Subordinated Lender or its agent before the Senior Debt has been indefeasibly and irrevocably paid in full and satisfied shall be held by the Subordinated Lender or its agent in trust for the exclusive benefit of ATB and forthwith paid over to ATB.

9. The Subordinated Lender shall not have or exercise any rights which it may acquire by way of subrogation or contribution under or in connection with this Agreement unless and until all Senior Debt has been indefeasibly paid and satisfied. If any amount is paid to the Subordinated Lender on account of such subrogation or contribution rights at any time prior to the indefeasible payment and satisfaction in full of all Senior Debt, such amount shall be held in trust by the Subordinated Lender for the exclusive benefit of ATB and shall be forthwith paid to ATB.

10. The Subordinated Lender hereby agrees to provide ATB with prior notice of its intention to effect (a) any personal property security registrations of Subordinated Security in any jurisdiction; or (b) any specific registrations of the Subordinated Security against any individual parcels or leases of real property, together with true copies of the Subordinated Security to be registered by it, including complete copies of the land schedules with all information required for such registrations. In all events, the Subordinated Lender agrees that the Senior Security is intended

to be registered prior to the registration of the Subordinated Security; provided, however, that the Subordinated Lender shall be entitled to register the Subordinated Security prior to the Senior Security: (a) after providing to ATB reasonable prior notice (having regard to the then prevailing circumstances) of the Subordinated Lender's intention to effect any registration of the Subordinated Security; and (b) so long as, in any such case, upon registration of the Senior Security, the Subordinated Lender postpones the registrations of the Subordinated Security to the registrations of the Senior Security, and takes all such steps and actions, and executes and delivers all such financing statements, financing change statements, postponements and other documents as may be reasonably requested by ATB (in each case, at the sole expense of the Borrower) to record, evidence or give effect to the foregoing or the other provisions hereof.

11. Subject to the provision in Section 2(a) hereof, all payments and distributions received by the Subordinated Lender in respect of the Subordinated Debt or the Subordinated Security, to the extent received in or converted into cash and paid over to ATB hereunder, may be applied by ATB:

(a) first, to the payment of any and all expenses (including legal fees and expenses on a solicitor and his own client full indemnity basis) paid or incurred by ATB in enforcing the provisions hereof or in endeavoring to collect or realize upon any of the Senior Debt or any of the Senior Security,

(b) second, to the indefeasible payment and satisfaction in full of all Senior Debt;

(c) third, after indefeasible payment and satisfaction in full of all Senior Debt, to the payment and satisfaction in full of all Subordinated Debt; and

(d) fourth, to the Borrower or such other person as may be entitled thereto under applicable law.

12. The Subordinated Lender will not without the prior written consent of ATB:

(a) alter, amend, supplement or modify (or provide any waiver or consent to the like effect) the Subordinated Credit Agreement:

(i) to increase the principal amount of any Subordinated Debt;

(ii) to increase any fee, cost or other charge including, without limitation, the standby fees under Section 8 thereof, administration fees under Section 50 thereof, monitoring fees under Sections 32 and 50 thereof, default fees and compliance fees under Section 50 thereof, or any successor sections thereof;

(iii) to increase any rate of interest including, without limitation, the rates of interest specified in Sections 11, 12, 28 and 32 thereof and, or any successor section thereof;

(iv) to make any of the Financial Covenants (as defined therein) or the definitions used in connection therewith less favourable to, or more onerous on, the Borrower, or to create any additional financial covenants with the same effect;

(v) to change the repayment, prepayment or defeasance provisions thereof to be less favourable to, or more onerous on, the Borrower (for certainty, subject to the operation of the other covenants and provisions contained in the Subordinated Credit Agreement on the date hereof);

(vi) to change (to earlier dates) any dates on which payments of principal, interest or other amounts payable thereunder are due (for certainty, subject to the operation of the other covenants and provisions contained in the Subordinated Credit Agreement on the date hereof); or

(vii) to change or add any of the other covenants or Events of Default (as defined therein) or definitions associated therewith to make any of them more onerous or restrictive on, or less favourable to, the Borrower;

(b) subordinate any Subordinated Debt or Subordinated Security or any rights in respect thereof to any liabilities, obligations or indebtedness other than the Senior Debt and Senior Security;

(c) except as provided in Section 6, enforce any right or remedy against the Payor by reason of a default by the Payor under the Subordinated Debt or the Subordinated Security; or

(d) except as provided in Section 6, commence, consent to or join with any other creditor in any Creditor Proceeding.

13. If, in connection with the exercise of ATB's remedies in respect of the Senior Security, ATB releases any of the Senior Security on any part of the collateral charged thereby or releases the Payor (other than the Borrower) from its obligations under the Senior Security, then the Subordinated Lender shall promptly execute and deliver a release of the Subordinated Security, if any, on such collateral and the obligations of the Payor, in the same manner, and shall promptly execute and deliver to ATB or the Payor such financing change statements, releases and other documents as ATB or any Senior Creditor may request to effectively confirm such release.

14. ATB and any Senior Creditor may, from time to time without notice to the Subordinated Lender and without impairing, releasing or otherwise affecting any obligations of the Subordinated Lender or any of ATB's rights:

(a) assign or transfer or grant participations in respect of any or all of the Senior Debt and Senior Security or any interest therein and, notwithstanding any such assignment or transfer or grant of a participation or any subsequent assignment or transfer thereof or grant of a participation therein, such Senior Debt and Senior Security shall be and remain Senior Debt and Senior Security for the purposes hereof, and every immediate and successive assignee or transferee of, or participant in, any of the Senior Debt and Senior Security or of any interest therein shall, to the extent of the interest of such assignee, transferee or participant in the Senior Debt and Senior Security, be entitled to the full benefits hereof;

(b) lend monies or otherwise extend credit or accommodations to the Payor as part of the Senior Debt;

(c) agree to any change in, amendment to, waiver of, amendment or departure from any term of the Senior Credit Agreement, the Senior Security or any document related thereto, including granting time, renewals, extensions, releases, discharges or other indulgences or forbearances to the Payor in respect of Senior Debt;

(d) take any security interest from or in respect of the Payor or its property, assets or undertakings;

(e) waive timely and strict compliance with or refrain from exercising any rights under or relating to any Senior Debt;

(f) accept or make any compositions, arrangements, plans of arrangement, reorganization or compromise with the Payor as ATB may deem appropriate in connection with any Senior Debt;

(g) change, whether by addition, substitution, removal, succession, assignment, grant of participation, transfer or otherwise, ATB;

(h) acquire, give up, vary, exchange, release, discharge or otherwise deal with or fail to deal with any mortgage, charge, pledge, lien hypothec, encumbrance or security interest relating to any Senior Security;

(i) abstain from taking, protecting, securing, registering, filing, recording, renewing, perfecting, insuring or realizing upon any mortgage, charge, pledge, lien hypothec, encumbrance or security interest for any Senior Debt; and/or

(j) otherwise deal freely with the Payor and all other persons and security as ATB may see fit in its respective sole discretion.

15. No delay on the part of ATB in the exercise of any right or remedy pursuant to the Senior Credit Agreement, the Senior Debt or the Senior Security shall operate as a waiver thereof, and no single or partial exercise by ATB of any such right or remedy shall preclude any other or further exercise thereof or the exercise of any right or remedy, nor shall any modification, waiver or discharge of any of the provisions hereof be binding upon ATB except as expressly set forth in writing duly signed and delivered on behalf of ATB. The subordination and postponement herein contained shall be effective notwithstanding any right or power of the Payor or the Subordinated Lender or anyone else to assert any claim or defence as to the invalidity or unenforceability of any of the documents evidencing or contemplated by the Senior Credit Agreement, the Senior Debt or the Senior Security, in whole or in part, or any determination by any court or other tribunal as to such inability or unenforceability, and no such claim, defence or determination shall affect or impair the agreements and obligations of the Payor thereunder.

16. The Subordinated Lender hereby agrees that in the event that (a) ATB realizes upon or exercises any of its remedies under the Senior Security; or (b) the Borrower obtains any replacement or additional financing, the Subordinated Lender shall execute and deliver, upon the request of ATB or the Borrower, as the case may be, an agreement in the same form and content, *mutatis mutandis*, as this Agreement, with the lender or lenders to the transferee who acquires the collateral charged by the Senior Security as a result of such realization or with the lender or lenders who provide such replacement or additional financing to the Borrower (or, in each case, with any agent or collateral trustee on behalf of such lender or lenders).

17. The Subordinated Lender hereby represents and warrants to ATB that:

(a) the Subordinated Lender has duly executed and delivered this Agreement; and

(b) this Agreement constitutes a valid and legally binding obligation of the Subordinated Lender, enforceable against the Subordinated Lender in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the qualification that equitable remedies such as specific performance and injunction are only available in the discretion of the court from which they are sought and general equitable principles.

18. The Subordinated Creditor shall give ATB prompt (and, in any event, within 3 business days) written notice of the occurrence of any Event of Default under and as defined in the Subordinated Credit Agreement or the Subordinated Security, any acceleration of the Subordinated Debt, any enforcement or other exercise of any right (or commencement of any action, application or proceeding) under or with respect to the Subordinated Security. ATB shall give the Subordinated Creditor prompt (and, in any event, within 3 business days) notice of the occurrence of any Default or Event of Default (under and as defined in the Senior Credit Agreement) which is continuing including, for certainty, any such Default or Event of Default described in subsection (v) of the defined term "Payment Blockage Event" in section 1(i) hereof; provided, however, that any failure by ATB after having used commercially reasonable efforts to provide such notice shall not prejudice, restrict or limit in any way ATB's rights nor shall it constitute a waiver of the same.

19. ATB shall not, without the Subordinated Lender's prior consent (which shall not be unreasonably withheld or delayed), for any period in excess of 60 consecutive calendar days allow the aggregate principal amount of the Senior Debt advanced to the Borrower pursuant to the Commitment Letter to exceed $7,000,000.

20. The Subordinated Lender acknowledges and agrees that all rights hereunder are, whether or not so stated, for the benefit of ATB and any assignee or transferee or participant of or in the rights and obligations thereof, and any such person shall have standing to pursue any of the rights of ATB hereunder directly against the Subordinated Lender as it shall deem advisable, and shall be entitled to all benefits herein conferred on ATB to the same extent as if this Agreement were executed and delivered by the Subordinated Lender in its favour alone. ATB shall not be required to marshall any Senior Security or rights held by it in favour of the Subordinated Lender.

21. The Subordinated Lender and ATB agree that section 6(a) of the intercreditor and subordination agreement between them dated June 12, 2014 is amended to delete "PNC Bank Canada Branch with a copy to the Equipment Lender (in accordance with the notice provisions of the Bond/PNC Intercreditor Agreement and hereof" and to substitute "ATB (in accordance with".

22. This Agreement shall be governed by and construed in accordance with the laws prevailing from time to time in the Province of Alberta. The parties hereto do hereby irrevocably (i) submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta for all matters arising out of or relating to this Agreement; and (ii) waive any right they may have to, or to apply for, trial by jury in connection with any matter, action, proceeding, claim or counterclaim arising out of or relating to this Agreement.

23. In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

24. ATB hereby consents to the Subordinated Security and the Subordinated Lender hereby consents to the Senior Security.

25. In this Agreement, time is of the essence.

26. Notwithstanding any other provision of this Agreement, the Subordinated Lender hereby agrees with ATB that it shall, subject as herein provided, forthwith and from time to time execute and do or cause to be executed and done, all documents, deeds, acts and assurances which in the reasonable opinion of ATB is necessary or advisable hereunder.

27. The provisions hereof shall in all respects be a continuing agreement and shall remain in full force and effect until the final, indefeasible and irrevocable payment in full and satisfaction of the Senior Debt. The obligations of the Subordinated Lender hereunder shall be absolute and unconditional irrespective of:

(a) any lack of genuineness, legality, validity, enforceability or value of any of the Senior Debt, the documents evidencing or contemplated in the Senior Credit Agreement or the Senior Security or any other agreements or instrument relating thereto or any collateral therefor or any obligations purportedly created thereby;

(b) any change in the time, manner or place of payment of, or in any other term of, any of the Senior Debt, the documents evidencing or contemplated in the Senior Credit Agreement or the Senior Security, or any other amendment, forbearance or waiver of or any consent to departure from any of the Senior Debt, the documents evidencing the Senior Credit Agreement or the Senior Security;

(c) any exchange, release or non-perfection of any Senior Security or any release or amendment or waiver of or consent to departure from any undertaking of any person respecting any of the Senior Debt, the documents evidencing or contemplated in the Senior Credit Agreement or the Senior Security;

(d) any failure to obtain any approvals or authorizations necessary or appropriate in connection with any of the Senior Debt, the documents evidencing or contemplated in the Senior Credit Agreement or the Senior Security;

(e) the time, sequence or order of creating, granting, executing, delivering of, filing or registering or failing to file or register any notice or instrument in respect of the Senior Debt, the Subordinated Debt, the Senior Security or the Subordinated Security;

(f) the time or order of any advance, giving of notice or the making of any demand under the Senior Debt, the Subordinated Debt, the Senior Security or the Subordinated Security;

(g) the taking of any collection, enforcement or realization proceedings by ATB or any of its affiliates;

(h) any Creditor Proceedings or other voluntary or involuntary winding-up, dissolution, insolvency, receivership, bankruptcy, liquidation, reorganization, arrangement, compromise, composition or any other process, application or proceeding having similar effect, involving or affecting the Payor, the Subordinated Lender or any of their respective property, any judgment or order against the Payor or the Subordinated Lender or the date of any of the foregoing;

(i) the giving or failure to give any notice, or the order of giving notice, to the Payor;

(j) the failure by the Payor to comply with any restrictions on borrowing or guaranteeing the obligations of others set forth in the Subordinated Debt or Subordinated Security, or any other agreement or document, regardless of any knowledge thereof which ATB r may have or be deemed to have or with which ATB may be charged;

(k) the failure to exercise any power or remedy reserved to ATB under the Senior Debt or Senior Security or to insist upon strict compliance with any of the terms thereof; or

(l) any other reason whatsoever, including any priority granted to such Subordinated Lender, the Subordinated Debt or the Subordinated Security by any applicable principle of law or equity.

28. All notices and communications required to be made under this Agreement between ATB and the Subordinated Lender, with respect to the matters herein contained will be in writing and shall be given by hand delivery, pre-paid registered mail or by facsimile or other form of electronic transmission to the following addresses:

(a) if to the Subordinated Lender:

Bond Mezzanine Fund III Limited Partnership
1730-1111 West Georgia Street
Vancouver, British Columbia, V6E 4M3
Attention: Davis Vaitkunas
Email : davis@bondcapital.ca

(b) if to the Borrower:

D.L.M Oilfield Enterprises Ltd.
1000 Second Ave., Suite 3210
Seattle, WA 98104
Attention: Erik Tolzmann
Facsimile: (206) 299-3054

(c) if to ATB:

ATB Corporate Financial Services
25th Floor, 10020 – 100 Street
Edmonton, AB T5J 0N3
Attention: Paul Spiller, Director and Ian Mark Philip, Associate Director
Facsimile: (780) 422-4998

A party to this Agreement may change its address listed above by notice to the other party in the manner set forth above.

29. The Borrower hereby acknowledges and agrees that:

(a) it authorizes ATB and the Subordinated Lender to share with each other any information possessed by them relating to the Subordinated Debt and Senior Debt, as the case may be, and to payments received by ATB and the Subordinated Lender in respect thereof;

(b) this Agreement shall not modify, relieve or release it from any of its Subordinated Debt or Senior Debt, or performance obligations under the agreements, instruments or other documents giving rise to the Subordinated Debt and Subordinated Security;

(c) it is a party hereto solely for the purpose of providing the acknowledgements and agreements set forth herein and does not, and is not intended to, derive any benefits hereunder;

(d) a default under the Subordinated Credit Agreement or any of the Subordinated Security will constitute a default under the Senior Credit Agreement and Senior Security;

(e) it shall not make any payments to the Subordinated Lender, except in accordance with this Agreement; and

(f) it consents to the terms of this Agreement and agrees to comply with, and to not act contrary to, the terms of this Agreement.

30. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment in respect of Senior Debt is rescinded or must otherwise be returned or unwound for any reason, all as though such payment had not been made or such performance had not occurred. The obligations of the Subordinated Lender under this Agreement shall not be subject to reduction, termination or other impairment by reason of any setoff, recoupment, counterclaim or defense or for any other reason.

31. This Agreement may be executed electronically and in one or more counterparts, each of which shall be deemed to be an original instrument, and when all parties have executed a counterpart hereof, all such counterparts together shall constitute but one and the same agreement.

[*Signatures to follow on next page*]

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

ALBERTA TREASURY BRANCHES

Per: ______________________________

Name: Paul Spiller

Title: Director, Energy Services

Per: ______________________________

Name: Ian Mark Philip

Title: Associate Director, Energy Services

BOND CAPITAL PARTNERS (2012) LTD., in its capacity as the general partner of **BOND GP FUND III LIMITED PARTNERSHIP**, in its capacity as the general partner of **BOND MEZZANINE FUND III LIMITED PARTNERSHIP**

Per: ______________________________

Name:

Title:

Per: ______________________________

Name:

Title:

D.L.M. OILFIELD ENTERPRISES LTD., as Borrower

Per: ______________________________

Name:

Title:

Per: ______________________________

Name:

Title:

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

ALBERTA TREASURY BRANCHES

Per: ______________________________

Name: Paul Spiller

Title: Director, Energy Services

Per: ______________________________

Name: Ian Mark Philip

Title: Associate Director, Energy Services

BOND CAPITAL PARTNERS (2012) LTD., in its capacity as the general partner of **BOND GP FUND III LIMITED PARTNERSHIP**, in its capacity as the general partner of **BOND MEZZANINE FUND III LIMITED PARTNERSHIP**

Per: ______________________________

Name: DAVIS VAITKUNAS

Title: Authorized Signatory

~~Per: ______________________________~~

~~Name:~~

~~Title:~~

D.L.M. OILFIELD ENTERPRISES LTD., as Borrower

Per: ______________________________

Name:

Title:

Per: ______________________________

Name:

Title:

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

ALBERTA TREASURY BRANCHES

Per: ______________________________

Name: Paul Spiller
Title: Director, Energy Services

Per: ______________________________

Name: Ian Mark Phillip
Title: Associate Director, Energy Services

BOND CAPITAL PARTNERS (2012) LTD., in its capacity as the general partner of **BOND GP FUND III LIMITED PARTNERSHIP,** in its capacity as the general partner of **BOND MEZZANINE FUND III LIMITED PARTNERSHIP**

Per: ______________________________

Name:
Title:

Per: ______________________________

Name:
Title:

D.L.M. OILFIELD ENTERPRISES LTD., as Borrower

Per: ______________________________

Name: Blake Am
Title: Director

Per: ______________________________

Name:
Title:

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

ALBERTA TREASURY BRANCHES,
as Equipment Lender

Per: ______________________________
Name:
Title:

Per: ______________________________
Name:
Title:

BOND CAPITAL PARTNERS (2012) LTD., in its capacity as the general partner of **BOND GP FUND III LIMITED PARTNERSHIP**, in its capacity as the general partner of **BOND MEZZANINE FUND III LIMITED PARTNERSHIP**

Per: ______________________________
Name:
Title:

Per: ______________________________
Name:
Title:

D.L.M. OILFIELD ENTERPRISES LTD., as Borrower

Per: ______________________________
Name:
Title:

Per: ______________________________
Name: Erik Tolzmann
Title: Director

ACKNOWLEDGMENT AND CONFIRMATION OF PRIORITY AGREEMENT

(the "Agreement")

THIS AGREEMENT is dated June 17, 2016 and is made between Alberta Treasury Branches (in such capacity and together with its successors and assigns, "**ATB**") and Bond Mezzanine Fund III Limited Partnership (together with its successors and permitted assigns, the "**Subordinated Lender**")

WHEREAS:

1. ATB, the Subordinated Lender and D.L.M. Oilfield Enterprises Ltd. (the "**Borrower**") are parties to an Intercreditor and Subordination Agreement dated August 25, 2015 (the "**Priority Agreement**"), whereby the Subordinated Lender agreed, among other things, to postpone and subordinate the Subordinated Debt and the Subordinated Security to the Senior Debt and the Senior Security all as more particularly set forth in the Subordination Agreement;

2. The Subordinated Lender has agreed to advance an additional Four Hundred Thousand ($400,000.00) dollars to the Borrower (the "**Capital Injection**"); and

3. ATB and the Subordinated Lender (collectively, the "**Parties**") wish to confirm and acknowledge the priority of the Capital Injection and any security granted, or to be granted, to the Subordinated Lender in connection with the Capital Injection (the "**Additional Security**").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Capitalized terms which are used but not defined in this Agreement shall have the meaning given to them in the Priority Agreement. The recitals to this Agreement are expressly incorporated herein.

2. ATB consents to the Capital Injection and the Additional Security.

3. The Subordinated Lender acknowledges and agrees that:

   (a) the Capital Injection forms a part of the Subordinated Debt;

   (b) the Additional Security forms a part of the Subordinated Security; and

   (c) the Capital Injection and the Additional Security are, in all respects, subject to the priorities and subordinations set forth in the Priority Agreement.

4. The Priority Agreement continues to be in full force and effect, unamended, and each of the Parties confirms the Priority Agreement.

5. This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

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

7. This Agreement may be executed electronically and in one or more counterparts, each of which shall be deemed to be an original instrument, and all such counterparts together shall constitute but one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

ALBERTA TREASURY BRANCHES

Per. ______________________________
Name: Paul Spiller
Title: Director, Energy Services

Per: ______________________________
Name: Ian Mark Philip
Title: Associate Director, Energy Services

BOND CAPITAL PARTNERS (2012) LTD., in its capacity as the general partner of **BOND GP FUND III LIMITED PARTNERSHIP**, in its capacity as the general partner of **BOND MEZZANINE FUND III LIMITED PARTNERSHIP**

Per. ______________________________
Name: JIM ELLIOTT
Title: AUTHORIZED SIGNATORY

Per: ______________________________
Name:
Title:

21798913_1|NATDOCS

Schedule "I"

FORBEARANCE AMENDING AGREEMENT

THIS AMENDING AGREEMENT is dated December 20, 2018 (the "**Effective Date**").

BETWEEN:

D.L.M. OILFIELD ENTERPRISES LTD.
(the "**Borrower**")

OF THE FIRST PART,

- and -

ATB FINANCIAL
(the "**Lender**")

OF THE SECOND PART,

WHEREAS the Lender, as lender, and the Borrower, as borrower, are parties to the Commitment Letter, the Equipment Loan and Security Agreements, and the Security;

AND WHEREAS the Borrower committed certain Default Events under the Commitment Letter, the Equipment Loan and Security Agreements, and the Security;

AND WHEREAS as a result of the Default Events and the Borrower's request that the Lender forbear from enforcing its Enforcement Rights, so as to allow the Borrower additional time to formulate its Restructuring Proposal, the Borrower and the Lender entered into a Forbearance Agreement, dated November 9, 2018 (the "**Forbearance Agreement**");

AND WHEREAS in addition to agreeing to forbear from enforcing its Enforcement Rights, the Lender also made available to the Borrower additional advances under Facility 1 beyond that to which the Borrower is entitled to draw under the margining formula contained therein, up to the maximum amount of $500,000 (the "**Forbearance Bulge**"), at the Lender's sole and unfettered discretion and in accordance with the terms and conditions set out in the Forbearance Agreement;

AND WHEREAS the Borrower submitted its Restructuring Proposal to the Lender on November 23, 2018;

AND WHEREAS the Borrower has fully drawn all availability under the Forbearance Bulge;

AND WHEREAS the Forbearance Period expired on November 30, 2018;

AND WHEREAS on December 10, 2018, the Lender served: (i) a demand letter (the "**Demand Letter**") and a Notice of Intention to Enforce Security (the "**244 Notice**"), in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") to the Borrower; and, (ii) a Statement of Claim, an Application, and the Affidavit of Trina Holland, sworn December 10, 2018, all filed under Court File Number 1803-22289 (collectively, the "**Receivership Materials**") seeking or in support of the appointment of Ernst & Young Inc. as the court-appointed receiver and manager of all of the Borrower's property, assets, and undertakings;

AND WHEREAS the Borrower's Restructuring Proposal was not considered viable and the Borrower has failed to repay the Indebtedness, as required under and pursuant to the Demand Letter, each of which constituted a further default, event of default, or forbearance default under the terms of the Equipment Loan and Security Agreements, the Commitment Letter, the Security, or the Forbearance Agreement (collectively, the "**Subsequent Defaults**", the Subsequent Defaults are expressly incorporated into and shall form part of the "**Default Events**"), as applicable;

AND WHEREAS following the issuance of the Demand Letter and service of the Receivership Materials, the Borrower requested that the Lender amend and extend the Forbearance Agreement to allow the Borrower additional time to complete a potential refinancing of the Indebtedness, including, as an initial step, Bond Mezzanine Fund III Limited Partnership (the "**Subordinated Lender**") agreeing to purchase, on an "as is, where is" basis, all of the Lender's Indebtedness and interests under the Loan Agreements, the Security, the Forbearance Agreement, and this Amending Agreement (as contemplated herein);

AND WHEREAS the Lender is prepared to: (i) amend and extend the Forbearance Agreement; and, (ii) continue to allow, at the Lender's sole and unfettered discretion, access to Facility 1 up to the Maximum Facility 1 Availability (as defined herein) subject to the terms and conditions set out herein; on the condition that the Borrower complies with all conditions, covenants, representations, and agreements, as set out in this Amending Agreement;

AND WHEREAS the Borrower acknowledges that the Security and the Equipment Loan and Security Agreements (as amended by the Forbearance Agreement) as held by the Lender are valid and enforceable, in accordance with the terms and conditions therein;

AND WHEREAS the Lender has not waived the Default Events, nor taken any action or agreed in any fashion to changing the character of the Loan Agreements (other than as amended by the Forbearance Agreement), but rather the Lender has strictly reserved its rights and remedies under the Loan Agreements, the Security, and the Forbearance Agreement;

NOW THEREFORE this Amending Agreement witnesses that in consideration of the mutual covenants herein contained including, without limitation, the Lender's agreement to amend the Forbearance Agreement, the Borrower's agreement to obtain certain financings and concessions from the Subordinated Lender, and other mutual covenants, as set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereby agree as follows:

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used herein and in the Recitals hereto without express definition shall have the same meaning(s) herein as are ascribed to such terms in the Forbearance Agreement.

1.2 The division of this Amending Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Amending Agreement. The terms "this Amending Agreement", "hereof", "hereunder" and similar expressions refer to this Amending Agreement and not to any particular Section or other portion hereof and include this Amending Agreement in its entirety and any agreements supplemental hereto.

ARTICLE 2
AMENDMENTS

2.1 Article 2.1 of the Forbearance Agreement is hereby deleted in its entirety and replaced with the following:

During the period (the "**Forbearance Period**") commencing on the date hereof and ending on the earlier of:

(a) February 28, 2019 or such other date as agreed to, in writing, by the Lender; or,

(b) the date that any Forbearance Defaults (as defined herein and in any subsequent amendments hereto) occur;

the Lender will forbear in the exercise of its Enforcement Rights, as against the Borrower.

ARTICLE 3
ACKNOWLEDGEMENTS OF THE BORROWER

3.1 The Borrower acknowledges and agrees that:

(a) the facts, as set out in the Recitals to this Amending Agreement, are true and accurate, in all respects, and that such Recitals are expressly incorporated into and form part of this Amending Agreement;

(b) subject to the terms, conditions, and covenants contained herein, the Loan Agreements (as amended by the Forbearance Agreement) and the Forbearance Agreement and all covenants, terms, and provisions thereof shall be and shall continue to be in full force and effect and the Loan Agreements (as amended by the Forbearance Agreement) and the Forbearance Agreement are hereby ratified and confirmed and shall from and after the date hereof continue in full force and effect;

(c) the Security and all covenants, terms, and provisions therein (as amended by the Forbearance Agreement) shall be and shall continue to be in full force and effect and all of the Security, as amended, is hereby ratified and confirmed and shall from and after the date hereof continue in full force and effect;

(d) the Lender has made no promises, other than the covenants and agreements specifically contained herein, and has taken no action or omitted to take any action that would constitute a waiver or estoppel of the Lender's Enforcement Rights, the Lender's rights to enforce the Equipment Loan and Security Agreements, the Security, or the Forbearance Agreement, or to pursue any or all of the Lender's rights and remedies in respect of the Commitment Letter, the

Equipment Loan and Security Agreements, the Security, or the Forbearance Agreement;

(e) the security interests granted by the Borrower pursuant to the Equipment Loan and Security Agreements and the Security, as amended pursuant to the Forbearance Agreement, have not been discharged, varied, waived, or altered, and continue to be binding upon the Borrower and are enforceable against the Borrower;

(f) the Borrower expressly acknowledges that as at December 20, 2018, the total Indebtedness due and owing to the Lender under the Credit Facilities was $13,444,353.84 plus interest, fees, the Lender's Costs, and all additional liabilities, borrowings, credit facilities, and obligations which are or may hereafter become due and owing by Borrower to the Lender (collectively referred to as, the "**Indebtedness**"). Specifically, as at December 20, 2018, the advances made by the Lender under the Credit Facilities were as follows:

(i) **Facility 1**: $1,485,803.58 plus accruing interest, fees, costs, and expenses;

(ii) **Equipment Credit Facilities:** $11,958,550.26 plus accruing interest, fees, costs, and expenses;

(g) the Borrower, expressly acknowledges receipt and service of:

(i) the Demand Letter, on December 10, 2018;

(ii) the 244 Notice, on December 10, 2018; and

(iii) the Receivership Materials, on December 10, 2018;

(h) the Borrower waives the requirement for any further demand or notice and consents to the early enforcement of the Equipment Loan and Security Agreements and the Security in accordance with section 244(2) of the BIA and the terms of this Amending Agreement;

(i) the Lender is in a position to exercise the Lender's Enforcement Rights and pursue all other remedies with respect to the Loan Agreements, the Security, and the Forbearance Agreement; and,

(j) the Default Events constitute a default under the Commitment Letter, the Equipment Loan and Security Agreements, the Security, and the Forbearance Agreement.

ARTICLE 4
CONDITIONS PRECEDENT

4.1 This Amending Agreement shall not be effective, as against the Lender, unless and until each of the following conditions have been satisfied or waived:

(a) concurrent with the execution and delivery of this Amending Agreement, the Borrower shall execute and deliver to the Lender the consent receivership order and the corresponding affidavit of execution attached as Schedule "**A**" hereto (collectively, the "**Consent Receivership Order**");

(b) the Borrower shall have received and deposited the Subordinate Lender Advance, in accordance with and as contemplated by Section 6.5 herein; and,

(c) the Equipment Loan and Security Agreements and the Security shall be valid and enforceable, and the Lender shall be satisfied that all steps, as reasonably determined by the Lender, in its sole and unfettered discretion, that are required to perfect all security interests thereunder have been taken.

4.2 The conditions precedent stated herein are for the sole and exclusive benefit of the Lender and may be waived by the Lender at the Lender's sole, absolute, and unfettered discretion.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 The Borrower represents and warrants to the Lender that:

(a) it validly exists and is in good standing under the laws of its governing jurisdiction, it is duly registered in all other jurisdictions where the nature of its property or character of its business requires registration and it has all of the necessary power and authority to own its properties and carry on its business, as presently carried on or as contemplated by this Amending Agreement;

(b) it has full power, legal rights, and authority to enter into this Amending Agreement and to do all such acts and things as are required by this Amending Agreement to be done, observed, or performed, in accordance with the terms hereof;

(c) it has taken all necessary action to authorize the execution, delivery, and performance of this Amending Agreement and to observe and perform the provisions hereof and thereof in accordance with the terms herein and therein contained;

(d) none of the authorization, execution, or delivery of this Amending Agreement, or the performance of any obligations hereunder are in conflict with or contravention of the Borrower's articles, by-laws, other organization documents, or resolutions of the Borrower's directors, shareholders, partners, or trustees, or the provisions of any other indenture, instrument, undertaking, or other agreement to which the Borrower is a party to or its properties or assets are bound by. This Amending Agreement constitutes a valid and legally binding obligation on the part of the Borrower and is enforceable against the Borrower in accordance with the terms and conditions set out herein;

(e) to the best of the Borrower's knowledge, other than the Default Events, no event of default, default, Forbearance Default, or further deterioration of the Default Events is occurring under the Commitment Letter, the Equipment Loan and

Security Agreements, the Security, the Forbearance Agreement, or this Amending Agreement save and except for the anticipated change in ownership of the shares of the Borrower from the Borrower to the Subordinated Lender or its designate (the "**Change in Control**"); and,

(f) except for those representations and warranties that are expressly stated in the Loan Agreements, the Security, and in the Forbearance Agreement to be made as at the date thereof, each of the representations and warranties contained in the Loan Agreements, the Security, and the Forbearance Agreement are true and accurate as if made on the date hereof.

5.2 The representations and warranties set out in this Amending Agreement shall survive the execution and delivery of this Amending Agreement, notwithstanding any investigations or examinations which may be made by or on behalf of the Lender, and the representations and warranties in connection with the Loan Agreements, the Forbearance Agreement, this Amending Agreement, and the Security, shall survive until the Loan Agreements and the Credit Facilities have been fully and finally repaid and terminated, in accordance with the terms and conditions set out therein.

ARTICLE 6
COVENANTS OF BORROWER

6.1 Subject to the terms and conditions set out herein and unless the Lender otherwise consents, in writing, during the Forbearance Period the Borrower shall:

(a) with the exception of the Default Events, continue to comply with all covenants and other obligations under the Loan Agreements and the Forbearance Agreement;

(b) continue to comply with all financial and reporting obligations under the Loan Agreements and the Forbearance Agreement, including, but not limited to those set out under Section 6.2 of the Forbearance Agreement; and,

(c) continue to comply with all covenants and other obligations under the Security.

6.2 On or before January 7, 2019, the Borrower, with the assistance and consultation of the Consultant shall have issued and requested accounts receivable confirmation and representation letters from all customers with outstanding receivables over and above $25,000.

6.3 In addition to the Borrower's reporting requirements under Section 6.2 of the Forbearance Agreement, the Borrower shall, on and after December 18, 2018 and concurrent with the delivery of the Borrower's weekly Variance Analysis, provide the Lender with a weekly detailed calculation of its Facility 1 margin limit, in accordance with the calculations provided for in Schedule "**B**" hereto (the "**Margin and Availability Calculation**").

6.4 On or before January 15, 2019, the Borrower shall ensure that the Borrower, the Subordinated Lender, and the Lender have entered into a definitive and fully executed purchase or assignment agreement (the "**Debt and Security Assignment Agreement**") concerning all outstanding Indebtedness and all of the Lender's interests under the Loan

Schedule "J"

Schedule J

	Serial Number	Description
1	1FVPALAV67DY45840	2007 FREIGHTLINER FLD120SD
2	1HTXYSJT1DJ466891	2013 International
3	1XPWD40X8ED246084	2014 Peterbilt 388 T/A
4	1XPTD40XXED220783	2014 Peterbilt 388 T/A
5	1XPTP4EX8ED220782	2014 Peterbilt 367 Tri/Dr.
6	1XKDP4TX5FJ976408	2015 Kenworth T800 Tri/DR
7	1XKDP4TX7FJ976409	2015 Kenworth T800 T/A
8	1XP5DB9X46D884921	2006 Peterbilt 379 T/A
9	1XKWDB0X97R995136	2007 Kenworth T800 T/A
10	1XKDDB0X89J940217	2009 Kenworth T800
11	2E9H45D3883903483	2009 Custom Vac Tri-Drive TR
12	SD9M40D36A1091076	2010 Custom Vac Tri-Drive TR
13	2AEFSWKH6EE000170	2014 Advance Tridem Trailer
14	2P9ST3MUXFA015459	2015 Magnum Tridem Trailer
15	2P9SY3MU6FA015474	2015 Magnum Tridem Trailer
16	1G9HY3922CA116014	2012 Foremost Semi Trailer
17	2E9H45D34V3003749	1997 Westech Semivac trailer
18	2AESSWKH9YE000229	2000 Westech Tridem trailer
19	1XPCDP0XXED250349	2014 Peterbilt 367 T/A

20	1XKDD40X8DJ960102	2013 Kenworth T800 T/A
21	3C6UR5GLXEG119074	2014 Dodge
22	1C6RR7PTXES288912	2014 Dodge
23	1FTFW1ET7CFC84620	2012 Ford 150
24	3C6UR5DL9EG236455	2014 Dodge
25	3C6UD5GL9CG287901	2012 Dodge
26	1C6RR7TTXES111251	2014 Dodge
27	3C63D3NL5CG252484	2012 Dodge
28	1D7RV1CT8BS639275	2011 Dodge 2500 Diesel
29	3C6UR5DL7EG236454	2014 Dodge 2500
30	1FTWW31YX8EC90728	2008 Ford F350
31	1FTWW31Y18EB65004	2008 Ford F350
32	1FT8W3B69BEA43777	2011 Ford F350
33	3GTEC14X66G258845	2006 GMC 1500
34	1FVHC5CV17HZ36451	2007 Freightliner
35	1XPSDU0X59D787727	2009 PETERBILT 365