Form 49
[Rule 13.19]

COURT FILE NUMBER	2303 06543	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.	
DOCUMENT	**AFFIDAVIT**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT Aikins LLP 2200, 10235 – 101st Street Edmonton, Alberta T5J 3G1 **Attention: Jeffrey M. Lee, K.C./ Mandi Deren-Dubé** Phone: (306) 975-7136/ (780) 969-3518 Fax: (306) 975-7145/ (780) 969-3549 Email: jmlee@mltaikins.com/mderendube@mltaikins.com File No.: 0159371.00008	

SECOND SUPPLEMENTAL AFFIDAVIT OF MARJORIE CARR

Sworn on June 19, 2023

I, Marjorie Carr, of Sherwood Park, Alberta, SWEAR AND SAY THAT:

1. I am the sole director of J.W. Carr Holdings Ltd. (the "**Carr Holdings**"), Spruce Grove Industrial Park Inc., 272649 Alberta Ltd., 279896 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc., 1170292 Alberta Ltd. and 627612 Alberta Ltd. (collectively, the "**Carr Group**"), and as such I have personal knowledge of the matters herein deposed to, except where stated to be sworn based on information and belief, in which case I verily believe those matters to be true.

2. This Affidavit (the "**3rd Carr Affidavit**") should be read in conjunction with the prior Affidavits I have sworn in this matter on April 10, 2023 (the "**1st Carr Affidavit**") and April 20, 2023 (the "**2nd Carr Affidavit**"), and with the 3rd confidential Affidavit I swore contemporaneously with this Affidavit (the "**3rd Confidential Carr Affidavit**").

3. I am swearing this Affidavit in support of an application by Carr Holdings for relief under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**"), and specifically the approval of a sale of certain shares owned by Carr Holdings in R'ohan Well Services Ltd. ("**R'ohan**"), an oilfield service company.

<u>**The R'ohan Group of Companies**</u>

4. R'ohan is a corporation incorporated pursuant to the laws of the Province of Alberta, carrying on business as a specialized oilfield service company. Operations are conducted through two subsidiary companies, R'ohan Rig Services Ltd. ("**R'ohan Rig**") and R'ohan Well & Rig Services (2009) Ltd. ("**R'ohan Well & Rig**") (collectively, the "**R'ohan Group of Companies**"). Attached hereto as **Exhibit "A"** is a copy of the Alberta Corporate Registry search for R'ohan.

5. R'ohan is the registered and beneficial owner of 100% of the common voting shares of R'ohan Rig Services Ltd. ("**R'ohan Rig**"). R'ohan Rig specializes in providing service rigs to perform various well completions and servicing operations. Attached hereto as **Exhibit "B"** is a copy of the Alberta Corporate Registry search for R'ohan Well.

6. R'ohan is the registered and beneficial owner of 67% of the common voting shares of R'ohan Well & Rig Services (2009) Ltd. ("**R'ohan Well & Rig**"). R'ohan Well & Rig specializes in well servicing. The remaining shares in R'ohan Well & Rig are held by 1276783 Alberta Ltd., a company unrelated to the Applicants. Attached hereto as **Exhibit "C"** is a copy of the Alberta Corporate Registry search for R'ohan Well & Rig.

7. Carr Holdings is the registered and beneficial owner of 42.5% of the common voting shares of R'ohan, being 4,215 Class "A" common voting shares (the "**Shares**").

8. The remaining shares in R'ohan are held by C.S. Cross Holdings Ltd. (42.2%), 1276783 Alberta Ltd. (5.7%), Robert Wells (5.0%), Huysman Trucking (2.5%), and Lincoln Smith (2.5%), all of which are unrelated parties to the Carr Group.

9. In addition to holding the Shares, Carr Holdings is presently indebted to R'ohan in the amount of $300,000.

Prior Marketing Efforts in respect of R'Ohan Group of Companies

10. On or about February 24, 2022, R'ohan engaged the Camilla Group ("**Camilla**") to pursue the sale of all or a portion of the R'ohan Group of Companies. The engagement included several phases, including the following:

(a) Preliminary work: including initial information gathering for marketing strategy and teaser/CIM preparation, and preparation of forecast model for 2022/2023;

(b) Teaser and marketing: including preparation of one page "teaser" document to highlight the business opportunity, working with R'ohan's lawyer to prepare a non-disclosure agreement for potential buyers, preparation of detailed listing of potential buyers, review and qualification of buyer list with the Company, marketing efforts to reach out to qualified potential buyers, liaison with all potential buyers to handle questions throughout the process;

(c) Creation of a Confidential Information Memorandum (CIM) and Data room: including preparation of a detailed Confidential Information memorandum for potential buyers (confidential information will be redacted for major competitors), set up of a data room for use by potential buyers, populate and manage data room on behalf of the company, and coordinate and assist company in buyer due diligence; and

(d) Expressions of interest: including providing instructions to potential buyers regarding the issuance of expressions of interest, and evaluate and review expressions of interest with R'ohan.

(collectively, the "**2022 Sales Investment and Solicitation Process**")

Attached hereto as **Exhibit "D"** is a copy of the marketing materials prepared by Camilla in respect of the R'ohan Group of Companies.

11. The results of the 2022 Sales Investment and Solicitation Process were as follows:

(a) Private equity firms that were solicited indicated that they were not interested in oilfield services companies;

(b) Three strategic buyers were solicited, and signed Non-Disclosure Agreements and commenced due diligence work on R'ohan;

(c) Two "low ball" offers were submitted for specific equipment in one of the subsidiaries from two different strategic buyers; and

(d) One strategic buyer engaged an advisory firm to conduct due diligence in order to formulate a purchase price. However, this potential buyer passed on the opportunity following approximately 30 days of conducting due diligence.

Marketing Efforts in Respect of the Carr Holdings Shares

12. On or about February 6, 2023, due to the financial difficulties facing the Carr Group, Carr Holdings separately engaged the services of Camilla to market and sell the Shares (the "**Share Sale Engagement**"). Attached hereto as **Exhibit "E"** is a copy of the Share Sale Engagement.

13. Pursuant to the Share Sale Engagement, Camilla committed to the following deliverables:

(a) Marketing the Shares for sale, including:

i. Contacting and cultivating qualified potential buyers;

ii. Liaising with potential buyers regarding process and sales questions and concerns;

iii. Developing a process whereby buyers could express their interest in the Shares (the "**Expressions of Interest**");

iv. Providing instructions to potential buyers regarding the Expressions of Interest; and

v. Evaluating and revising the Expressions of Interest with Carr Holdings.

(b) Negotiating and coordinating entrance of letters of intent with qualified buyers (the "**Letter of Intent**");

(c) Assisting potential buyers with their due diligence regarding R'ohan and the Shares;

(d) Assisting in the negotiations of the purchase and sale agreement with the proposed purchaser of the Shares; and

(e) Assisting Carr Holdings and its legal counsel to close the purchase of the Shares.

14. Pursuant to the Share Sale Engagement, Carr Holdings agreed to provide payment of a "success fee" in the amount of $130,000 plus GST (for a total of $136,500) to Camilla if their efforts led to a purchase and sale of the Shares (the "**Camilla Fee**").

The Share Purchase Agreement

15. I am advised by Camilla and do verily believe that in or around February, 2023, Camilla contacted certain private equity offices to market the sale of the Shares (the "**Marketing Efforts**").

16. I am advised by Camilla and do verily believe that in response to the Marketing Efforts, Gondor Investment Group Inc. ("**GIG**") expressed some interest in the Shares, and subsequently executed a non-disclosure agreement in order to obtain additional information required to conduct due diligence (the "**NDA**").

17. I am advised by Camilla that following execution of the NDA, Camilla and GIG each conducted their own due diligence regarding R'ohan and the Shares.

18. On March 15, 2023, GIG submitted a Letter of Intent to purchase the Shares, which outlined April 29, 2023 as a target closing date for the purchase of the Shares (the "**Share Purchase**").

19. On April 19, 2023, the Applicants obtained an initial order under the CCAA. On April 26, 2023, an Amended and Restated Initial Order (the "**ARIO**") and a Sales Investment and Solicitation Process ("**SISP**") Order were obtained, which remain in effect as of the date of this Affidavit (the "**CCAA Proceedings**").

20. I am advised by Camilla and do verily believe that notwithstanding the CCAA Proceedings, around or about the end of April 2023, GIG verbally agreed to extend the target closing date for the Share Purchase to May 31, 2023.

21. Carr Holdings and GIG have executed a form of share purchase agreement which contemplates the terms of the Share Purchase (the "**SPA**"), which is appended as Exhibit

"A" to the 3rd Confidential Carr Affidavit. The closing date of the SPA is June 30, 2023 (the "**Transaction**").

22. The Share Purchase Agreement contemplates that a portion of the Purchase Price for the Transaction will be satisfied by the Purchaser assuming a $300,000 shareholder loan owed by Carr Holdings to the R'ohan Group of Companies.

23. I am advised by counsel for Carr Holdings, and do verily believe that all of the requirements for the sale of Carr Holdings' minority interest in R'ohan have been satisfied, and that Carr Holdings is duly authorized to execute the Transaction, subject to the approval of this Court.

24. For the reasons set out above, should this Honourable Court approve the SPA and the Transaction, I believe that Camilla has substantially fulfilled its obligations pursuant to the Share Sale Engagement, and the Camilla Fee should be secured as a charge in favour of Camilla against the proceeds of the Share Purchase.

The Sequeria Valuation

25. On or about April 14, 2023, Carr Holdings retained Sequeira Partners to provide an independent valuation of the R'Ohan Shares, including a calculation value report with respect to the fair market value of the total equity of R'ohan and the fair market value of the Shares (the "**Valuation Report**"). The Valuation Report is appended as Exhibit "B" to the 3rd Confidential Carr Affidavit.

26. Based upon the extensive marketing efforts undertaken to date, the fact that the GIG offer is the best offer that has been received to date, and the Valuation Report, I do verily believe that the Applicants have made sufficient efforts to get the best price for the Shares, sufficient time was allowed to ensure the best price for the Shares, adequate notice of the sale of the Shares was provided to the public, the price of the Shares is at fair market value, and the proposed sale is in the best interests of Carr Holdings and its creditors.

SISP Extension

27. Pursuant to the SISP Order granted on April 26, 2023, certain deadlines were set, as outlined at paragraph 15 of Appendix A of the SISP Order (the "**Deadlines**"), regarding the marketing by Colliers Macaulay Nicolls Inc. ("**Colliers**") of those properties owned by

Grande Prairie Place Enterprises (1996) Inc. (collectively, the "**Colliers Marketed GPPE Properties**").

28. I am advised by counsel and do verily believe that Colliers requested extensions to the Deadlines regarding the Colliers Marketed GPPE Properties as follows (the "**Extension Request**"):

Milestone	**Original SISP Order Deadline**	**Proposed Modified SISP Order Deadline requested by Colliers**
Selling Agents to initiate marketing	April 26, 2023	April 26, 2023
Phase 1 Bid Deadline	June 5, 2023	July 17, 2023
Phase 2 Bid Deadline	July 14, 2023	August 25, 2023
Court Approval	July 28, 2023	September 8, 2023
Closing of Transaction(s)	August 31, 2023	October 12, 2023

29. I am further advised by counsel and do verily believe that Colliers has indicated that the Extension Request has been made by it for the following reasons:

(a) Colliers requires further time to engage with all targeted purchasers regarding the Colliers GPPE Marketed Properties and to continue to flesh out opportunities regarding the same;

(b) Potential purchasers have expressed the need for further time to conduct due diligence on the Colliers Marketed GPPE Properties prior to making any offers on the same; and

(c) The Extension Request provides Colliers time to secure some of the requested due diligence reports and information.

30. On June 2, 2023, counsel for the Applicants advised the two First Charge Mortgagees impacted by this request (The Bank of Nova Scotia and Servus Credit Union), the Interim

Lender, and the Monitor, of the Extension Request. I am advised by counsel to the Applicants, and I verily believe, that each of the First Charge Mortgagees impacted by the Extension Request (The Bank of Nova Scotia and Servus Credit Union), the Interim Lender and the Monitor have consented to the Extension Request.

31. Colliers was also identified in the SISP Order as the Selling Agent in regard to the Clariant Building. A similar request by Colliers to extend the SISP Order deadlines in regard to the Clariant Building has been made to Roynat Inc., the First Charge Mortgagee in regard to the Clariant Building. I am advised by counsel to the Applicants, and I verily believe, that Roynat has indicated its willingness (on certain terms) to wait until July 17, 2023 to make a decision regarding the request by Colliers to extend the SISP Order deadlines in regard to the Clariant Building.

32. I swear this Affidavit for no improper purpose and in support of the June 29 Application.

SWORN BEFORE ME at Edmonton, Alberta this 19th day of June, 2023.	)))	
Mandi (signature) A Commissioner for Oaths in and for the Province of Alberta	)))	MCarr (signature) MARJORIE CARR

Mandi Deren-Dubé
A Commissioner for Oaths
in and for Alberta
Barrister and Solicitor

Review Legal Entity History

This is Exhibit "A" referred to in the Affidavit of Marjorie Carr Sworn before me this 19th day of June A.D., 2023

A Commissioner for Oaths in and for Alberta
Mandi Deren-Dubé
A Commissioner for Oaths in and for Alberta
Barrister and Solicitor

R'OHAN WELL SERVICES LTD.

Not For Resale

Service Request Number:	**38787503**
Legal Entity Type:	Alberta Business Corporation
Alberta Corporation Type:	Named Alberta Corporation
Corporate Access Number:	2011485774
Legal Entity Name:	R'OHAN WELL SERVICES LTD.
Business Number:	854348232
Legal Entity Status:	Active
Nuans Number:	81750597
Nuans Date:	2004/11/04 (YYYY/MM/DD)
REGISTERED ADDRESS	
Street/Box Number:	2400-10303 JASPER AVE NW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5J3N6
RECORDS ADDRESS	
Street/Box Number:	2400-10303 JASPER AVE NW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5J3N6
Email Address:	JOANNE@JWCARRHOLDINGS.CA
The information in this legal entity table supersedes equivalent electronic attachments	
Share Structure:	SEE ADDENDUM "A" ATTACHED HERETO.
Share Transfers Restrictions:	SEE ADDENDUM "B" ATTACHED HERETO.
Min Number Of Directors:	1
Max Number Of Directors:	7
Business Restricted To:	NO RESTRICTIONS.
Business Restricted From:	NO RESTRICTIONS.
Other Provisions:	SEE ADDENDUM "C" ATTACHED HERETO.
Registration Date:	2005/01/20 (YYYY/MM/DD)

Continuance

No Records returned

Director / Shareholder / Liquidator

Last Name / Corporation Name	First Name	Middle Name
SMITH	LINCOLN	
C.S. CROSS HOLDINGS LTD.		
J. W. CARR HOLDINGS LTD.		
CARR	MARJORIE	A.
CROSS	CORY	JAMES
WELLS	ROBERT	CHARLES
HUYSMANS TRUCKING ALBERTA LTD.		

Agent for Service

Last Name	First Name	Middle Name
JENKINS	DOUGLAS	

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded	Reel	Reel Sequence
Amended Annual Return	10000307130238933	2019/09/30	2019.085	156
Share Structure	ELECTRONIC	2005/01/20		
Restrictions on Share Transfers	ELECTRONIC	2005/01/20		
Other Rules or Provisions	ELECTRONIC	2005/01/20		
Consolidation, Split, Exchange	ELECTRONIC	2022/12/09		

Annual Return

File Year	Date Filed
2022	2022/07/15
2021	2021/01/11
2020	2020/09/22
2019	2019/09/09
2018	2018/09/20
2017	2017/05/18
2016	2016/01/18
2015	2015/01/12
2014	2014/06/12
2013	2013/02/04

2012	2012/02/01
2011	2011/02/28
2010	2010/03/18
2009	2009/02/20
2008	2008/02/22
2007	2007/05/09
2006	2006/04/18

Court Order

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered In Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

This is Exhibit "B" referred to in the Affidavit of Marjorie Carr Sworn before me this 19th day of June A.D., 2023

A Commissioner for Oaths in and for Alberta
Mandi Deren-Dut
A Commissioner for Oaths in and for Alberta
Barrister and Solicitor

Review Legal Entity History

R'OHAN RIG SERVICES LTD.

Not For Resale

Service Request Number:	**36544091**
Legal Entity Type:	Alberta Business Corporation
Alberta Corporation Type:	Named Alberta Corporation
Corporate Access Number:	2012774515
Legal Entity Name:	R'OHAN RIG SERVICES LTD.
Business Number:	835995960
Legal Entity Status:	Active
Nuans Number:	87995744
Nuans Date:	2006/10/17 (YYYY/MM/DD)
REGISTERED ADDRESS	
Street/Box Number:	2400-10303 JASPER AVE NW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5J3N6
RECORDS ADDRESS	
Street/Box Number:	2400-10303 JASPER AVE NW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5J3N6
Email Address:	JOANNE@JWCARRHOLDINGS.CA
The information in this legal entity table supersedes equivalent electronic attachments	
Share Structure:	SEE ADDENDUM A ATTACHED HERETO
Share Transfers Restrictions:	SEE ADDENDUM B ATTACHED HERETO
Min Number Of Directors:	1
Max Number Of Directors:	7
Business Restricted To:	NO RESTRICTIONS
Business Restricted From:	NO RESTRICTIONS
Other Provisions:	SEE ADDENDUM C ATTACHED HERETO
Registration Date:	2006/10/26 (YYYY/MM/DD)

Continuance

No Records returned

Director / Shareholder / Liquidator

Last Name / Corporation Name	First Name	Middle Name
R'OHAN WELL SERVICES LTD.		
1276783 ALBERTA LTD.		
HOLMEDAL	GRAHAM	
HOLMEDAL	GRAHAM	
CROSS	CORY	JAMES
CARR	MARJORIE	A.

Agent for Service

Last Name	First Name	Middle Name
CARR	MARJORIE	

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded	Reel	Reel Sequence
Other Rules or Provisions	ELECTRONIC	2006/10/26		
Share Structure	ELECTRONIC	2006/10/26		
Restrictions on Share Transfers	ELECTRONIC	2006/10/26		

Annual Return

File Year	Date Filed
2021	2021/11/19
2020	2021/01/08
2019	2019/10/29
2018	2018/12/14
2017	2017/11/24
2016	2016/10/24
2015	2015/10/09
2014	2014/11/13
2013	2013/12/12
2012	2013/02/04
2011	2011/09/19
2010	2011/02/25
2009	2010/02/25

2008	2009/01/08
2007	2007/11/22

Court Order

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered In Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

This is Exhibit "C" referred to in the Affidavit of Marjorie Carr Sworn before me this 19th day of June A.D., 2023

Review Legal Entity History

R'OHAN WELL & RIG SERVICES (2009) LTD.

Mandi D

A Commissioner for Oaths in and for Alberta

Mandi Deren-Dubé
A Commissioner for Oa
in and for Alberta
Barrister and Solicito

Not For Resale

Service Request Number:	**36341530**
Legal Entity Type:	Alberta Business Corporation
Alberta Corporation Type:	Named Alberta Corporation
Corporate Access Number:	2014719591
Legal Entity Name:	R'OHAN WELL & RIG SERVICES (2009) LTD.
Business Number:	855122057
Legal Entity Status:	Active
Nuans Number:	96405021
Nuans Date:	2009/06/01 (YYYY/MM/DD)
REGISTERED ADDRESS	
Street/Box Number:	2400-10303 JASPER AVENUE NW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5J3N6
RECORDS ADDRESS	
Street/Box Number:	2400-10303 JASPER AVENUE NW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5J3N6
Email Address:	JOANNE@JWCARRHOLDINGS.CA
The information in this legal entity table supersedes equivalent electronic attachments	
Share Structure:	SEE ADDENDUM A ATTACHED HERETO
Share Transfers Restrictions:	SEE ADDENDUM B ATTACHED HERETO
Min Number Of Directors:	1
Max Number Of Directors:	7
Business Restricted To:	NO RESTRICTIONS
Business Restricted From:	NO RESTRICTIONS
Other Provisions:	SEE ADDENDUM C ATTACHED HERETO
Registration Date:	2009/06/01 (YYYY/MM/DD)

Continuance

No Records returned

Director / Shareholder / Liquidator

Last Name / Corporation Name	First Name	Middle Name
CROSS	CORY	JAMES
CARR	MARJORIE	A.
R'OHAN WELL SERVICES LTD.		

Agent for Service

Last Name	First Name	Middle Name
CARR	MARJORIE	

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded	Reel	Reel Sequence
Restrictions on Share Transfers	ELECTRONIC	2009/06/01		
Other Rules or Provisions	ELECTRONIC	2009/06/01		
Share Structure	ELECTRONIC	2009/06/01		

Annual Return

File Year	Date Filed
2021	2021/10/15
2020	2020/09/22
2019	2019/10/10
2018	2018/11/07
2017	2017/11/23
2016	2016/06/06
2015	2015/06/18
2014	2014/10/01
2013	2013/06/10
2012	2012/09/05
2011	2011/09/19
2010	2011/02/25

Court Order

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered In Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

This is Exhibit "D" referred to in the Affidavit of Marjorie Carr Sworn before me this 19th day of June A.D., 2023

A Commissioner for Oaths in and for Alberta

Mandi Deren-Dubé
A Commissioner for Oaths
in and for Alberta
Barrister and Solicitor

Specialized Oilfield Service Company

A rig service company providing well servicing to the oil and gas industry. The company has carved out a niche as a premier provider of well servicing in the region.

Fair Market Value of Equipment: $15,253,500

Lloydminster, Alberta

OVERVIEW

The company is committed to a high standard of safety and has an excellent safety program. All equipment is well maintained and certified to manufacturer and industry standards. The company has two outside silent shareholders that have expressed their desire to sell. The company has an excellent management and operations staff and management is willing to transition to a new owner. The services are provided by two legal entities. The sister company to this company also providing related oilfield services is also available for purchase. The real estate (three shops in total) is also available for purchase. This company and the sister company utilize one shop and the other two shops are rented to third parties.

The demand for the company's services have never been higher and pricing has increased therefore the owners are forecasting strong growth for Fiscal 2023. The company has a September 30th year end.

2020 Revenue/ EBITDA	2021 Revenue/EBITDA	Forecast 2022 Revenue/EBITDA	Forecast 2023 Revenue/EBITDA
$6,497,000/$1,092,000	$7,870,000/$1,234,000	$12,254,000/$1,614,000	$20,513,000/$3,191,000

KEY ASSETS

Service Rigs	Service Rigs Cont.	Support Trucks	Other
Rig 1 - 2007 42 x 12 Double Drum Rig 2 - 2007 38 x 10 Double Drum Rig 3 - 2007 38 x 10 Double Drum Rig 4 - 2008 42 x 12 Double Drum Rig 5 - 2009 42 x 12 Double Drum	Rig 6 - 2011 38 x 8 Single Drum Rig 7 - 2012 42 x 12 Double Drum Rig 8 - 2012 38 x 8 Single Drum Rig 9 - 2013 38 x 8 Single Drum Rig 10 - 2014 38 x 8 Single Drum	9 2007 - 2013 Kenworth T300 Support Trucks w/ Fassi F95 5 Ton Pickers	2 2013 Kenworth T440 Gripper Units 2002 Peterbilt & 5x5 SJ Pump w/ 25m^3 tank

For more information, please contact John Stevens jstevens@camillagroup.com or (780) 991-8930 at Camilla Advisory Group. After verifying match viability and with receipt of an executed non-disclosure agreement, we will provide you with additional information on the company.

Specialized Oilfield Service Company

A well service company providing coil tubing services to the oil and gas industry. The company has carved out a niche as a premier provider of coil tubing services.

Fair Market Value of Equipment: $4,922,500

Lloydminster, Alberta

OVERVIEW

The company has an experienced workforce committed to a high standard of safety with an effective safety program. All equipment is well maintained and certified to manufacturer and industry standards. The company has two outside silent shareholders that have expressed their desire to sell. The company has excellent management and management is willing to transition to a new owner. The sister business to this company that provides other oilfield services is also available for purchase. The real estate (three shops in total) is also available for purchase. This company and the sister company utilize one shop and the other two shops are rented to third parties.

The demand for the company's services have never been higher and management is forecasting strong growth for 2023. The company has a September year end and TTM is of March 2022.

2021 Actual Revenue/ EBITDA	2022 TTM Revenue/EBITDA	2022 Forecast Revenue/EBITDA	2023 Forecast Revenue/EBITDA
$6,537,000/$1,588,000	$8,544,000/$2,003,000	$9,852,000/$2,137,000	$14,185,000/$3,640,000

KEY ASSETS

Coil Tubing Units	Coil Tubing Units Cont.	Other
Unit 1 – 2005 Kenworth T800 B Unit 5 – 2006 Kenworth T800 B Unit 9 – 2006 Kenworth T800 B Unit 14 – 2007 Kenworth Celtic Pride	Unit 8 – 2006 Peterbilt Tandem Front/ Tridem Rear Unit 16 – 2013 Kenworth Tandem Front/ Tridem Rear Unit 17 – 2015 Kenworth Tandem Front/ Tridem Rear Unit 20 – 2020 Peterbilt Tandem Front/ Tridem Rear	6 Portable Spooling Trailers 8 Portable Catch Tanks 2 Portable Work Stands

For more information, please contact John Stevens jstevens@camillagroup.com or (780) 991-8930 at Camilla Advisory Group. After verifying match viability and with receipt of an executed non-disclosure agreement, we will provide you with additional information on the company.

This is Exhibit "E" referred to in the
Affidavit of Marjorie Carr Sworn before
me this 19th day of June A.D., 2023

A Commissioner for Oaths in and for Alberta
Mandi Deren-Dubé
A Commissioner for Oaths
in and for Alberta
Barrister and Solicitor

CAMILLA
ADVISORY GROUP

February 6, 2023

PRIVATE AND CONFIDENTIAL

J.W. CARR HOLDINGS LTD.
c/o Marj Carr

RE: Business Advisory Services Related to Sale of Investment in Rohan Well Services Ltd. ("Rohan")

Camilla Advisory Group Inc. (**"Camilla"**) is pleased to accept this engagement with J.W. Carr Holdings Ltd. (**"Carr Holdings"** or the **"Company"**) to provide business advisory services related to the sale of your investment in Rohan.

Proposed Services and Deliverables

Camilla will work closely with you to provide advisory services as follows:

Phase I (Paid by Rohan on behalf of shareholders)

Marketing and expressions of interest
- Marketing efforts to reach out to qualified potential buyers
- Liaison with potential buyers to handle questions throughout the process
- Provide instructions to potential buyers regarding the issuance of expressions of interest
- Evaluate and review expressions of interest with the Company

Phase II

Letter of Intent
- Negotiation of Letter of Intent with qualified buyer

Due diligence
- Assistance with buyer's due diligence

Definitive sale agreement and closing
- Assistance in negotiating purchase and sale definitive agreement with buyer
- Assisting Company and liaison with the Company's lawyer to close the sale of the investment

Advisory Fees

Camilla shall be paid advisory fees for the above services as follows:

Deliverable	Advisory Fee
Phase I	
Marketing and expressions of interest	Paid by Rohan
Phase II (success fee)	
Letter of Intent	30,000
Due diligence	30,000
Definitive sale agreement and closing	70,000
	$130,000

The above advisory fees will be billed as a success fee and deducted from the gross proceeds payable from the buyer to Carr Holdings. **No amounts will be payable until a sale transaction is completed by Carr Holdings. For further clarification, if Carr Holding's shares are not sold and a sale transaction is not completed no amount is owing by Rohan or Carr Holdings .**

All fees are in Canadian dollars unless otherwise specified. Expenses and other disbursements reasonably required to complete our engagement will be invoiced along with advisory fees as incurred. Should travel or other fees be required over the course of the engagement, we will seek pre-approval for individual direct costs to be incurred in excess of $1,000. Any costs incurred by Camilla to 3rd parties to host the data room will be billed as a disbursement to the Company at cost.

General

All fees are in Canadian dollars unless otherwise specified. Applicable taxes will be added to all fees. Expenses and other disbursements reasonably required to complete our engagement will be invoiced along with advisory fees as incurred. Should significant travel or other fees be required over the course of the engagement, we will seek pre-approval for individual direct costs to be incurred in excess of $1,000. The accompanying Appendix A – "Terms and Conditions" is incorporated by reference in, and made part of, this engagement letter and shall govern our respective rights and obligations arising therefrom.

CAMILLA
ADVISORY GROUP

We look forward to working with you on this engagement and will commence immediately upon receipt of an executed copy. Please sign one copy of this engagement letter and return it to us.

Yours truly,

CAMILLA ADVISORY GROUP INC.

Jason Vandenberg
Senior Vice President

AGREED:

J.W. CARR HOLDINGS LTD.

M Carr

Marj Carr
CEO/President

APPENDIX A – TERMS AND CONDITIONS

1. Confidentiality

Camilla agrees to maintain the confidentiality of information provided by the Company in connection with this assignment. Camilla will not disclose any such confidential information to any third parties except as necessary to facilitate the completion of the consulting services.

The Company acknowledges the proprietary and confidential nature of all documents and information prepared by Camilla for and on behalf of the Company and agrees not to distribute any of this information to third parties without the prior written consent of Camilla.

2. Billing & Taxes

Invoices including expenses will be rendered on a regular basis as the assignment progresses. Accounts are due when rendered. Interest on overdue accounts is calculated at the rate noted on the invoice commencing 30 days following the date of the invoice. The fees, expenses and other charges payable pursuant to this Agreement do not include taxes. All applicable taxes, whether presently in force or imposed in the future, shall be assumed and paid by the Company without deduction from the fees, expenses and charges hereunder. GST and other taxes as applicable will be added to the face amount of fees incurred when invoiced.

3. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, without regard to principles of conflicts of law. The parties hereby irrevocably and unconditionally submit and attorn to the exclusive jurisdiction of the courts of the Province of Alberta in connection with any dispute, claim or other matter arising out of or relating to this Agreement or the Services.

4. Indemnity

To the fullest extent permitted by law, the Company shall indemnify and hold harmless Camilla and its respective personnel (the "**Indemnitees**") from and against all (A) claims and causes of action, pending or threatened, of any kind (whether based on contract, tort or otherwise) by third parties, and (B) liabilities, losses, damages, costs and expenses (including, without limitation, legal fees and disbursements) suffered or incurred by any of the Indemnitees in connection with any claims or causes of action described in clause (A) above, except as finally determined to have resulted solely from Camilla's gross negligence, fraud or willful misconduct.

5. Limitation of Liability

To the fullest extent permitted by law and regardless of whether such liability is based on breach of contract, tort (including negligence), strict liability, failure of essential purpose or otherwise:

(a) in no event shall either party be liable to the other for any consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill) in connection with the performance of services or otherwise under this Agreement, even if the relevant party has been advised of the likelihood of such damages; and

(b) in any case the total aggregate liability of Camilla to the client (and to any affiliate thereof) arising out of or relating to this Agreement or the Services shall be limited to the fees paid to Camilla.

6. No-Hire Clause

The Company agrees that it, along with its affiliates, shall act in good faith not to knowingly employ or otherwise receive services directly or indirectly (the "**Prohibition**") from Camilla employees, contractors and employees of contractors (the "**Personnel**") who are known to the Company from their involvement in the provision of the consulting services until a period of six (6) months after termination of their services with Camilla, or a period of six (6) months after termination of this agreement, whichever is shorter.

Without limiting the generality of the foregoing, the Prohibition shall include employment, contracting, sub-contracting, agency, partnership, or any other association with the Company or its affiliates. Should the Company or an affiliate breach this covenant, the Company shall pay to Camilla a fee equal to an amount of twenty-five (25%) percent of the annual compensation at which the Company or its affiliate hires the Personnel , which amount shall be due and payable on demand.

7. Severability

In the event any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, such provision shall be deemed severed from this Agreement to the extent required and the remainder of this Agreement shall remain in full force and effect.