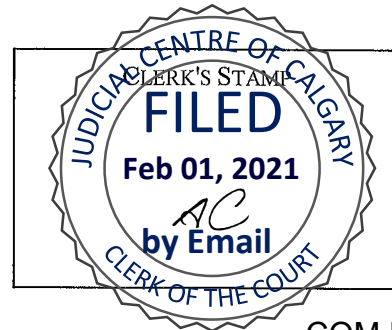


**ENTERED**

FORM 49  
[RULE 13.19]



COURT FILE NUMBER

25-2681862

COM Feb 10 2021

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE *BANKRUPTCY  
AND INSOLVENCY ACT*, RSC 1985, C. B-3,  
AS AMENDED

AND IN THE MATTER OF THE NOTICE OF  
INTENTION TO MAKE A PROPOSAL OF  
NEWSCO INTERNATIONAL ENERGY  
SERVICES INC.

DOCUMENT

**AFFIDAVIT**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

**BENNETT JONES LLP**  
Barristers and Solicitors  
4500, 855 – 2nd Street S.W.  
Calgary, Alberta T2P 4K7

Attention: Chris Simard / Dylan Gibbs  
Telephone No.: 403-298-4485 / 3449  
Fax No.: 403-265-7219  
Client File No.: 88912.3

**AFFIDAVIT NO. 4 OF WILLIAM MELVILLE**

**Sworn on February 1, 2021**

**INTRODUCTION**

I, William Melville, of Calgary, Alberta, SWEAR AND SAY THAT:

1. I am the Chief Executive Officer of Newsco International Energy Services Inc. ("**Newsco**") and, as such, I have personal knowledge of the matters hereinafter deposed to except where

stated to be based on information and belief, in which case I believe those matters to be true.

2. I have previously sworn three affidavits in this action, on November 9, 2020 (the "**Melville Affidavit No. 1**"), December 7, 2020 (the "**Melville Affidavit No. 2**") and on January 11, 2021 (the "**Melville Affidavit No. 3**") (collectively, the "**Melville Affidavits**").
3. All capitalized terms that are used but not defined in this affidavit are intended to bear their meanings as defined in the Melville Affidavits.
4. This affidavit is made in support of an application by Newsco for Orders, among other things:
  - (a) declaring service of Newsco's Application good and sufficient, and abridging the time for notice of the Application to the time actually given, if necessary;
  - (b) approving the transaction (the "**Transaction**") contemplated by the February 1, 2021 Asset Purchase Agreement to be entered into between Sawafi Newsco USA, LLC (the "**Purchaser**"), Sawafi Al-Jazeera Oilfield Products and Services Co Ltd. ("**Sawafi**"), Buffalo Oilpatch Supply Inc. and Newsco (as vendor) (the "**Asset Purchase Agreement**"), a redacted copy of which is marked as **Exhibit "1"** to this affidavit;
  - (c) authorizing Newsco to complete the Transaction;
  - (d) ordering that, upon delivery by BDO Canada Limited, the Proposal Trustee of Newsco (the "**Proposal Trustee**") to the Purchaser of the certificate contemplated in the Asset Purchase Agreement, all of Newsco's right, title and interest in and to the Purchased Assets (as defined in the Sale Approval and Vesting Order) shall vest in the Purchaser, free and clear of all Claims (as defined in the Sale Approval and Vesting Order); and
  - (e) sealing on the Court file the unredacted copy of the Asset Purchase Agreement attached to the Confidential Supplement to the Proposal Trustee's Fourth Report,

until three months after the closing of the transaction contemplated in the Asset Purchase Agreement.

## **BACKGROUND**

5. Newsco is an international directional drilling and measurement-while-drilling ("**MWD**") service company with operations in North America, India, and Peru.
6. Newsco's operations in Canada and India are conducted through divisions of Newsco. Newsco has no active jobs in Canada but continues to generate income from ongoing projects in India (the "**Indian Operations**").
7. Newsco's customers are upstream oil and gas producers in Canada and around the world. Given the sustained long-term pressure on oil and gas commodity prices in recent years, Newsco's revenues have been affected by lower drilling activity by its customers. This challenge has been severely exacerbated by the recent COVID-19 pandemic and further decreases in commodity prices.

## **THE TRANSACTION**

8. As a result of the decreased demand for Newsco's services in Canada, Newsco has not had active jobs in Canada since June, 2019. As such, Newsco has not been utilizing its drilling equipment located in Canada. That equipment is comprised of:
  - (a) MWD equipment;
  - (b) positive displacement motors ("mud" motors);
  - (c) downhole tools (non-magnetic drill collars, stabilizers, cross-over subs, UBHO subs, pick-up subs);
  - (d) spare parts inventory; and
  - (e) other miscellaneous equipment (kit boxes, sub baskets).

9. The equipment is located at secure yards in Calgary, Edmonton, Estevan, Saskatchewan and Houston, Texas.
10. The equipment is not required to generate income from the Indian Operations.
11. In July 2019, Newsco decided to try to sell this equipment, as it had no work secured for the 2019-2020 fall/winter drilling season. Newsco aggressively contacted most directional drilling companies in North America, and also international equipment brokers, and its contacts in the Middle East. Over the next six months, Newsco was able to complete some small equipment sales. However, the prices being offered for assets of this type were very low, because many of our peers in Canada were also being affected by the lack of drilling activity, and were also seeking to sell their equipment, leading to a substantial oversupply. This problem was only exacerbated by the COVID-19 pandemic and the OPEC+ price war in early 2020, which led to a severe slump in oil prices and drilling activity. As a result, sales of Newsco's assets ceased entirely at that time.
12. In March 2020, I was approached by Sawafi, who asked if Newsco was interested in pursuing MWD and directional drilling opportunities in the Kingdom of Saudi Arabia ("KSA"). I indicated that Newsco was interested in doing so, but was not in a position to do so without a strong financial partner. Sawafi was in the process of upgrading its business to establish a directional drilling center in the KSA through joint ventures. Newsco and Sawafi continued their discussions, and the discussion shifted to the possibility of Sawafi purchasing Newsco's assets. In June 2020, Sawafi engaged Simmons Energy, a well-known and established international financial advisor that is focused on energy, as Sawafi's agent to conduct due diligence on Newsco.
13. Sawafi, the Purchaser and Simmons Energy are all arm's length from Newsco. Prior to Sawafi reaching out to me in March 2020, neither I nor Newsco had ever had any dealings with Sawafi. I am advised by representatives of Sawafi and believe that the Purchaser is an indirect wholly-owned subsidiary of Sawafi.
14. Commencing in or about September 2020, Newsco and Sawafi began negotiations regarding the purchase of all of Newsco's remaining equipment, other than its equipment

being utilized in the Indian Operations. Concurrently, Newsco International Energy Services USA Inc. (Newsco's US sub, currently in Chapter 11 proceedings) and other affiliates of Newsco also began negotiating the sales of some or all of their respective assets, to Sawafi.

15. As reported to this Honourable Court in the Melville Affidavit No. 2 and the Melville Affidavit No. 3, negotiations between Newsco, Sawafi and their respective counsel, have progressed over the past few months.
16. Newsco has kept the Proposal Trustee regularly apprised as to the progress of these negotiations.
17. Exhibit "1" is the Asset Purchase Agreement in its substantially final form, which I expect to be executed imminently by Newsco, Buffalo Oilpatch Supply Inc., Sawafi and the Purchaser. It is Newsco's intention to use the sale proceeds received from the Purchaser to enable it to make a Proposal to its creditors.

#### **THE ASSET PURCHASE AGREEMENT**

18. The following are certain of the key terms of the Asset Purchase Agreement (capitalized terms used in the following paragraphs of this section but not defined are intended to bear their meanings as defined in the Asset Purchase Agreement):
  - (a) the Purchase Price has been redacted from Exhibit "1". I understand that the Proposal Trustee will attach an unredacted copy of the Asset Purchase Agreement in a confidential supplement to its Fourth Report, with respect to which Newsco seeks a sealing order, until three months after closing;
  - (b) the date of closing (the "**Closing Date**") for the sale of the Purchased Assets is the earlier of February 10, 2021 or two Business Days following the satisfaction or waiver of the conditions set out in the Asset Purchase Agreement (and shall not be later than the Outside Date of March 1, 2021);
  - (c) on the Closing Date, possession, risk, and legal and beneficial ownership of the Purchased Assets will transfer from Newsco to the Purchaser who agrees to assume

and to discharge all obligations and liabilities in respect of the Purchased Assets from and after the Closing Date;

- (d) the material conditions precedent to closing include, among other things, that the Approval and Vesting Order will have been granted and will be in full force and effect and not stayed or overturned;
- (e) the Purchaser will pay all Transfer Taxes associated with the purchase and sale of the Purchased Assets; and
- (f) the Purchaser is taking the Purchased Assets materially on an "as-is, where-is" basis.

#### **APPROVAL OF THE SALE TRANSACTION**

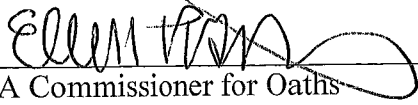
- 19. Newsco has not conducted a formal sale process for the Purchased Assets. However, given the extremely depressed state of the energy services industry in Canada, and internationally, I do not believe that conducting a formal sale process would result in a superior offer for the Purchased Assets.
- 20. I am advised by the Proposal Trustee and believe that it has commissioned an independent appraisal of the Purchased Assets, and I expect that the Proposal Trustee will report thereon in its Fourth Report.
- 21. In summary, based on my experience and my knowledge of the Purchased Assets, the current state of the energy services industry, I believe that:
  - (a) Newsco has made a sufficient effort to get the best price for the Purchased Assets, and has not acted improvidently, as described in paragraph 11 of this Affidavit;
  - (b) while there was no formal sale process, Newsco's NOI proceedings have been publicly known since October, and if there were other parties interested in the Purchased Assets, they had ample opportunity to contact Newsco. None did;

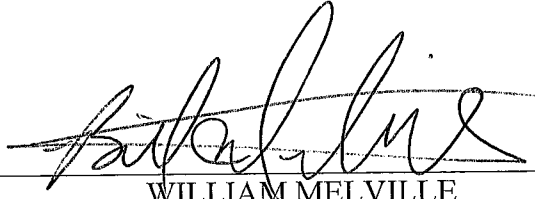
- (c) there has been no unfairness in the process by which Newsco sought a buyer for the Purchased Assets prior to these NOI proceedings, nor in the process Newsco has followed with Sawafi subsequently;
  - (d) the process followed by Newsco was reasonable in the circumstances;
  - (e) I understand that the Proposal Trustee is supportive of the Transaction; and
  - (f) the Purchase Price in the Asset Purchase Agreement is reasonable and fair, taking into account the market value of the Purchased Assets.
22. If Newsco closes the Transaction, its receipt of the Purchase Price will form the basis for it to make a proposal to its creditors in these proceedings.

### **SEALING ORDER**

23. I understand that the Confidential Supplement to the Fourth Report of the Proposal Trustee will contain an unredacted copy of the Asset Purchase Agreement. I therefore believe that it will contain information of a highly sensitive commercial nature, namely the Purchase Price. Publication of the Purchase Price before the approval and closing of the Transaction could result in serious commercial damage to Newsco as it could prejudice any future sales process, in the event that the Transaction does not close, to the detriment of Newsco's stakeholders.
24. I believe that the sealing order being sought is the least restrictive and prejudicial alternative to prevent the dissemination of commercially sensitive information regarding the Transaction.

25. I swear this Affidavit in support of Newsco's application filed concurrently with this affidavit, and for no other or improper purpose.

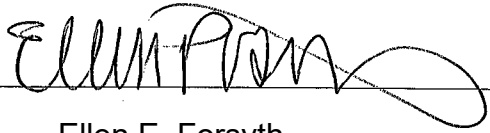
SWORN BEFORE ME )  
at Calgary, Alberta, this )  
1st day of February, 2021. )  
 )  
A Commissioner for Oaths )  
in and for Alberta )

  
WILLIAM MELVILLE

Ellen E. Forsyth  
Student-at-Law



THIS IS **EXHIBIT "1"** REFERRED TO  
IN THE AFFIDAVIT NO. 4 OF WILLIAM  
MELVILLE SWORN THE 1<sup>ST</sup> DAY OF  
FEBRUARY, 2021.

A handwritten signature in black ink, appearing to read "Ellen E. Forsyth", written over a horizontal line. The signature is cursive and includes a large, decorative flourish at the end.

Ellen E. Forsyth  
Student-at-Law

**NEWSCO INTERNATIONAL ENERGY SERVICES INC.**

**and**

**BUFFALO OILPATCH SUPPLY INC.**

**and**

**SAWAFI AL-JAZEERA OILFIELD PRODUCTS AND SERVICES CO. LTD.**

**and**

**SAWAFI NEWSCO USA LLC**

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**AGREEMENT OF PURCHASE AND SALE**

**February 1, 2021**

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**AGREEMENT OF PURCHASE AND SALE**

**THIS AGREEMENT OF PURCHASE AND SALE** dated as of February 1, 2021,

**BETWEEN:**

**NEWSCO INTERNATIONAL ENERGY SERVICES INC.**, a corporation existing under the laws of the Province of Alberta (the "**Vendor**")

- and -

**BUFFALO OILPATCH SUPPLY INC.**, a corporation existing under the laws of the Province of Alberta ("**Beneficial Owner**")

- and -

**SAWAFI AL-JAZEERA OILFIELD PRODUCTS AND SERVICES CO. LTD.**, a corporation existing under the laws of the Kingdom of Saudi Arabia (the "**Parent**")

- and -

**SAWAFI NEWSCO USA LLC**, a limited liability corporation existing under the laws of the State of Delaware, USA (the "**Purchaser**")

**WHEREAS:**

- A. The Parent (a controlling Affiliate and beneficial owner of the Purchaser), and the Beneficial Owner (a controlling Affiliate and beneficial owner of the Vendor) have entered into a letter of intent dated November 9, 2020 (the "**Letter of Intent**");
- B. The Vendor is the legal and beneficial owner of the Purchased Assets;
- C. On October 20, 2020, the Vendor filed a Notice of Intention to Make a Proposal (the "**NOI**") under the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the "**BIA**");
- D. BDO Canada Limited was appointed as Proposal Trustee of the proposal to be conducted pursuant to the NOI; and
- E. The Vendor wishes to sell to the Purchaser, and the Purchaser wishes to purchase from the Vendor, the Purchased Assets, subject to the terms and conditions set forth herein and subject to Court Approval (as defined below).

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

**ARTICLE 1**  
**INTERPRETATION**

**1.1 Definitions**

In this Agreement:

- (a) "**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with that specified Person. For the purposes of this definition, "control" (including with correlative meanings, controlling, controlled by and under common control with) means the power to direct or cause the direction of the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and, it being understood and agreed that with respect to a corporation or partnership, control shall mean direct or indirect ownership of more than 50% of the voting shares in any such corporation or of the general partnership interest or voting interest in any such partnership;
- (b) "**Agreement**" means this agreement of purchase and sale and any schedules attached hereto which are referred to in this agreement, together with any amendment or supplement thereto;
- (c) "**Applicable Law**" means, in respect of any Person, asset, transaction, event or circumstance: (i) statutes (including regulations enacted thereunder); (ii) judgments, decrees and orders of courts of competent jurisdiction (including the common law); (iii) regulations, orders, ordinances and directives issued by Governmental Authorities; and (iv) the terms and conditions of all permits, licenses, approvals and authorizations, in each case which are applicable to such Person, asset, transaction, event or circumstance;
- (d) "**Approval and Vesting Order**" means an order of the Court approving the Transaction in accordance with the provisions of this Agreement, and vesting all of the Vendor's Interest in and to the Purchased Assets in the Purchaser, such order to be substantially in the form attached hereto as Schedule 1.1(d) together with such modifications and amendments to such form as may be approved by the Vendor and the Purchaser, acting reasonably;
- (e) "**Assumed Liabilities**" means all liabilities and obligations arising from the possession, ownership and/or use of the Purchased Assets following Closing;
- (f) "**Business Day**" means any day other than a Friday, Saturday, Sunday or a statutory holiday in the City of Calgary in the Province of Alberta, or the City of Al Khobar in the Kingdom of Saudi Arabia;
- (g) "**BIA**" has the meaning ascribed to that term in the recitals hereto;
- (h) "**BIA Proceedings**" means the proceedings commenced under the BIA by the Vendor pursuant to the NOI;
- (i) "**Claim**" means any right, claim, cause of action or complaint of any Person that may be asserted or made in whole or in part against the Vendor, its Affiliates or their respective Representatives, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs

payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right, claim, cause of action or complaint is executory or anticipatory in nature;

- (j) "**Closing**" means the completion of the purchase by the Purchaser, and sale by the Vendor, of the Vendor's Interest in and to the Purchased Assets and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such purchase and sale, all subject to and in accordance with the terms and conditions of this Agreement;
- (k) "**Closing Date**" means the date on which Closing occurs, being the earlier of February 10, 2021 or the date that is 2 Business Days following the date upon which all conditions in Sections 10.1, 10.2 and 10.3 have been satisfied or waived, *provided, however*, that the Closing Date shall not be later than the Outside Date;
- (l) "**Conditions Certificates**" has the meaning ascribed to that term in Section 10.5;
- (m) "**Confidentiality Agreement**" means the confidentiality agreement between the Parent and the Beneficial Owner dated April 16, 2020, as amended from time to time;
- (n) "**Consequential Damages**" has the meaning ascribed to that term in Section 13.5;
- (o) "**Court**" means the Court of Queen's Bench of Alberta, Judicial Centre of Calgary;
- (p) "**Court Approval**" means both the issuance of the Approval and Vesting Order by the Court approving the sale of the Purchased Assets, and the Approval and Vesting Order having become a Final Order;
- (q) "**Data Room**" means that certain virtual data room maintained by Simmons Energy, a division of Piper Sandler, on Box, Inc.'s platform in connection with the transactions contemplated by this Agreement in the folder named "Newsco Info Request" (located at the following internet protocol address: <https://app.box.com/folder/114616057568?s=paaih4otfq3h3svry0xwll1ui8k8u5xc>) and its subfolders;
- (r) "**Data Room Information**" means all information made available in the Data Room (by the Vendor or otherwise) for the Purchaser's review in electronic form in relation to the Vendor, its Affiliates and/or the Purchased Assets;
- (s) "**Encumbrances**" means any pledges, liens, encumbrances, claims, charges, options or other security interests of any kind or other agreement or arrangement having the effect of conferring security;

- (t) "**Final Order**" means an order of the Court that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal and all opportunities for rehearing, reargument, petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying, enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by Applicable Law or order having been satisfied;
- (u) "**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, tribunal, commission, bureau, board, court (including the Court) or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, having jurisdiction over a Party, the Purchased Assets or this Transaction;
- (v) "**GST**" means taxes, interest, penalties and fines imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder; and "**GST Legislation**" means such act and regulations collectively;
- (w) "**Harmonized Sales Tax**" means the applicable component of any harmonized sales taxes imposed under any provincial legislation similar to the GST Legislation;
- (x) "**Legal Proceeding**" means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding and includes any appeal or review or retrial of any of the foregoing and any application for same;
- (y) "**Letter of Intent**" has the meaning ascribed thereto in the Recitals;
- (z) "**Losses and Liabilities**" means any and all assessments, charges, costs, damages, debts, expenses, fines, liabilities, losses, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority, and those arising under any contract, agreement, arrangement, commitment or undertaking and costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis);
- (aa) "**Notice Period**" has the meaning ascribed to that term in Section 8.2(b);
- (bb) "**Official Receiver**" means the Office of the Superintendent of Bankruptcy;
- (cc) "**Outside Date**" means March 1 , 2021 or such other date as the Parties may agree, with the consent of the Proposal Trustee;



- (dd) "**Parties**" means, collectively, the Beneficial Owner, the Vendor, the Parent and the Purchaser, and "**Party**" means any one of them;
- (ee) "**Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executory, Governmental Authority, or other entity however designated or instituted;
- (ff) "**Proposal Trustee**" means BDO Canada Limited, in its capacity as the Official Receiver-appointed proposal trustee of the Vendor in the BIA Proceedings and not in its personal or corporate capacity;
- (gg) "**Proposal Trustee's Certificate**" means the certificate, substantially in the form attached as Schedule "A" to the Approval and Vesting Order, to be delivered by the Proposal Trustee to the Vendor and the Purchaser on Closing and thereafter filed by the Proposal Trustee with the Court certifying that it has received the Conditions Certificates;
- (hh) "**Proposal Trustee's Solicitors**" means Osler, Hoskin & Harcourt LLP;
- (ii) "**Purchased Assets**" means the assets, tools and equipment set forth in Schedule 1.1(ii) hereto;
- (jj) "**Purchase Price**" has the meaning ascribed to that term in Section 3.1;
- (kk) "**Purchaser**" has the meaning ascribed to that term in the preamble hereto;
- (ll) "**Purchaser's Solicitors**" means DLA Piper (Canada) LLP;
- (mm) "**Representative**" means, in respect of a Person, each director, officer, employee, agent, legal counsel, accountant, consultant, contractor, professional advisor and other representative of such Person and its Affiliates;
- (nn) "**Tax**" means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Authority under any applicable federal, provincial, territorial, municipal and local, foreign, or other statutes, ordinances or regulations imposing a tax, including income, capital, capital gains, goods and services, sales, use, consumption, excise, value added (including GST and any Harmonized Sales Tax), business, real property, personal property, transfer, franchise, withholding, payroll, or employer health taxes, Canada Pension Plan contributions, employment insurance premiums, and provincial workers' compensation payments, levy, assessment, whether computed on a separate, combined, unitary, or consolidated basis or any other manner, including any interest, penalties and fines associated therewith;
- (oo) "**Third Party**" means any Person who is not a Party;
- (pp) "**Third Party Claim**" means any Claim by a Third Party asserted against the Vendor for which the Purchaser has indemnified the Vendor or is otherwise responsible pursuant to this Agreement;

- (qq) "**Transaction**" means the transaction for the purchase and sale of the Purchased Assets as contemplated in this Agreement, together with such other transactions which are provided for herein;
- (rr) "**Transfer Taxes**" means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including GST and Harmonized Sales Tax;
- (ss) "**Vendor**" has the meaning ascribed to that term in the preamble hereto;
- (tt) "**Vendor's Interest**" means, when used in relation to any asset, undertaking or property, all the right, title and interest, if any, of the Vendor in such asset, undertaking or property;
- (uu) "**Vendor's Proposal**" means that the Proposal to be made by the Vendor to some or all of its creditors pursuant to Part III, Division I of the BIA; and
- (vv) "**Vendor's Solicitors**" means the law firm of Bennett Jones LLP.

## 1.2 Interpretation

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

- (a) All references to monetary amounts, unless indicated to the contrary, are to the lawful currency of the United States of America.
- (b) Words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.
- (c) The word "include" and "including" and derivatives thereof shall be read as if followed by the phrase "without limitation".
- (d) The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement and not to any particular provision of this Agreement.
- (e) The headings contained in this Agreement are for convenience of reference only, and shall not affect the meaning or interpretation hereof.
- (f) Reference to any Article, Section or Schedule means an Article, Section or Schedule of this Agreement unless otherwise specified.
- (g) If any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict.
- (h) All documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict.

- (i) This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party does not apply to the construction or interpretation of this Agreement.
- (j) Reference to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof.
- (k) References to an Applicable Law means such Applicable Law as amended from time to time and includes any successor Applicable Law thereto any regulations promulgated thereunder.

### **1.3 Schedules**

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

Schedule 1.1(d)	Form of Approval and Vesting Order
Schedule 1.1(ii)	Purchased Assets
Schedule 10.2(a)	Form of Bring-Down Certificate
Schedule 10.5	Form of Conditions Certificate

### **1.4 Interpretation if Closing Does Not Occur**

If Closing does not occur, each provision of this Agreement which presumes that the Purchaser has acquired the Purchased Assets shall be construed as having been contingent upon Closing having occurred.

## **ARTICLE 2 PURCHASE AND SALE**

### **2.1 Agreement of Purchase and Sale**

Subject to the terms and conditions of this Agreement, and in consideration of the Purchase Price and the assumption of the Assumed Liabilities, the Vendor hereby agrees to, and the Beneficial Owner agrees to cause the Vendor to, sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, accept and receive from the Vendor, all of the Vendor's Interest in and to the Purchased Assets, free and clear of all Encumbrances.

### **2.2 Transfer of Purchased Assets and Assumption of Liabilities**

Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, and legal and beneficial ownership of the Purchased Assets shall transfer from the Vendor to the Purchaser on the Closing Date, and the Purchaser agrees to assume, discharge, perform and fulfil all obligations and liabilities, known or unknown, of the Vendor with respect to the Purchased Assets (including the Assumed Liabilities) from and after the Closing Date.

### **2.3 Excluded Assets**

For greater certainty and the avoidance of doubt, the assets being acquired by the Purchaser pursuant to this Agreement shall be limited to the Purchased Assets and shall not include any other assets, contracts or rights of the Vendor or its Affiliates, whether tangible or intangible.

### ARTICLE 3 PURCHASE PRICE

#### 3.1 Purchase Price

The consideration payable by the Purchaser for the Purchased Assets shall be the sum of [REDACTED] (the "**Purchase Price**"), excluding applicable Transfer Taxes. The Purchase Price shall be satisfied in accordance with Section 3.3.

#### 3.2 Satisfaction of the Purchase Price

At Closing, the Purchaser shall pay to the Vendor's Solicitors (in trust for and on behalf of the Vendor) the Purchase Price by certified cheque, bank draft, solicitor's certified trust cheque or electronic wire transfer.

#### 3.3 Withholding Tax

The Purchaser is entitled to withhold any taxes from any amounts payable to another Party under this Agreement where it is required to so withhold by applicable law (and any amount withheld under this Section 3.3 will be treated as having been paid to the applicable Party).

### ARTICLE 4 TRANSFER TAXES

#### 4.1 Transfer Taxes

The Parties agree that:

- (a) the Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay, and be solely responsible for, any and all Transfer Taxes pertaining to the Purchaser's acquisition of the Purchased Assets; and
- (b) the Purchaser shall indemnify the Vendor for, from and against any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) that the Vendor is required to pay or for which the Vendor may become liable as a result of any failure by the Purchaser to pay or remit such Transfer Taxes (including GST and Harmonized Sales Tax in accordance with Section 4.2).

#### 4.2 Delivery of Assets

As the Purchased Assets will be shipped out of Canada by the Purchaser forthwith after Closing, no GST is payable by the Purchaser hereunder, nor required to be collected by the Vendor.

**ARTICLE 5**  
**REPRESENTATIONS AND WARRANTIES**

**5.1 Representations and Warranties of the Vendor and the Beneficial Owner**

The Vendor and the Beneficial Owner each hereby jointly and severally represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying on such representations and warranties in entering into this Agreement and in connection with the completion of the transactions contemplated by this Agreement, that:

- (a) each of the Vendor and the Beneficial Owner is a corporation duly incorporated and validly subsisting under the laws of the Province of Alberta and has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) subject to Court Approval being obtained, the Vendor has taken all necessary corporate or other acts to authorize the execution and delivery by it of this Agreement;
- (c) the Vendor is a resident of Canada within the meaning of such term under the *Income Tax Act* (Canada);
- (d) except for: (i) the Court Approval; and (iii) as otherwise expressly provided in this Agreement; the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Vendor of the Transaction;
- (e) subject to Court Approval being obtained, this Agreement has been duly executed and delivered by each of the Vendor and the Beneficial Owner and constitutes a legal, valid and binding obligation of the Vendor or the Beneficial Owner, as the case may be, and is enforceable against the Vendor or the Beneficial Owner in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;
- (f) the Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by the Vendor or the Beneficial Owner; and
- (g) the Purchased Assets are comprised only of assets located within the jurisdictions Alberta, Canada, Saskatchewan, Canada and Texas, USA.

**5.2 Purchaser's Representations**

The Purchaser hereby represents and warrants to the Vendor that:

- (a) it is a corporation duly incorporated under the laws of the jurisdiction of its incorporation and has the requisite power and authority to enter into this Agreement and to complete the Transaction;

- (b) it has taken all necessary corporate or other acts to authorize the execution, delivery and performance by it of this Agreement;
- (c) except for: (i) the Court Approval; and (iii) as otherwise expressly provided in this Agreement; the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Purchaser of this Transaction;
- (d) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;
- (e) the Purchaser is a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) and the *Excise Tax Act* (Canada), and is not registered under Subdivision d of Division V of Part IX of the *Excise Tax Act* (Canada);
- (f) the Vendor will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by, the Purchaser; and
- (g) the Purchaser will have the financial resources necessary to pay, as and when due from the Purchaser, the Purchase Price, the Transfer Taxes, its legal fees and expenses, registration costs and any other amounts payable by the Purchaser pursuant hereto.

### **5.3 Enforcement of Representations and Warranties**

- (a) The representations and warranties of each Party contained in this Agreement shall merge on Closing and shall thereafter be of no further force and effect. Effective upon the occurrence of Closing, each Party hereby releases and forever discharges each other Party from any breach of any representations and warranties set forth in this Agreement. For greater certainty, none of representations and warranties contained in this Article 5 shall survive Closing and the Purchaser's sole recourse for any material breach of representation or warranty by the Vendor shall be for the Purchaser to not complete the Transaction in accordance with this Agreement.
- (b) The representations and warranties of the Vendor made herein or pursuant hereto are made for the exclusive benefit of the Purchaser, and the representations and warranties of the Purchaser made herein or pursuant hereto are made for the exclusive benefit of the Vendor, as the case may be, and are not transferable and may not be made the subject of any right of subrogation in favour of any other Person.
- (c) The Parties expressly acknowledge and agree that the provisions of this Section 5.3 and the limit on each Party's liability set out in this Section 5.3 are intended by the Parties as a limitation of liability that represents a fair and equitable allocation of the risks and liabilities that each Party has agreed to assume in connection with the subject matter hereof and is not an agreement within the provision of subsection 7(2) of the *Limitations Act* (Alberta).

**ARTICLE 6**  
**"AS IS, WHERE IS" AND NO ADDITIONAL**  
**REPRESENTATIONS AND WARRANTIES**

**6.1 Due Diligence Acknowledgement**

The Purchaser acknowledges and agrees that:

- (a) it was solely responsible to perform any inspections it deemed pertinent to the purchase of the Purchased Assets and to be satisfied as to the condition of the Purchased Assets prior to entering into this Agreement with the Vendor;
- (b) notwithstanding the fact that it was permitted to review any diligence materials and disclosures provided by the Vendor, including the Data Room Information, the Vendor assumes no liability for errors or omissions in such diligence materials and disclosure or any other property listings or advertising, promotional or publicity statements and materials, and makes no representations or warranties in respect thereof;
- (c) by entering into this Agreement with the Vendor, the Purchaser shall be deemed to represent, warrant and agree with respect to the Purchased Assets that:
  - (i) the Purchaser has inspected the Purchased Assets and is familiar and satisfied with the physical condition thereof and has conducted such investigation of the Purchased Assets as the Purchaser has determined appropriate;
  - (ii) none of the Vendor, the Proposal Trustee, their Affiliates or their respective Representatives have made any oral or written representation, warranty, promise or guarantee whatsoever to the Purchaser, expressed or implied, and in particular, that no such representations, warranties, guarantees, or promises have been made with respect to the physical condition, operation, or any other matter or thing affecting or related to the Purchased Assets and/or the offering or sale of the Purchased Assets;
  - (iii) the Purchaser has not relied upon any representation, warranty, guarantee or promise or upon any statement made or any information provided concerning the Purchased Assets, including the Data Room Information made available to the Purchaser by the Vendor, the Proposal Trustee, their Affiliates or their respective Representatives;
  - (iv) the Purchaser has entered into this Agreement after having relied solely on its own independent investigation, inspection, analysis, appraisal and evaluation of the Purchased Assets and the facts and circumstances related thereto;
  - (v) any information provided or to be provided by or on behalf of the Vendor with respect to the Purchased Assets, including all Data Room Information, was obtained from information provided to the Vendor and the Vendor has not made any independent investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information;
  - (vi) without limiting the generality of the foregoing, the Vendor was not under any obligation to disclose to the Purchaser, and shall have no liability for its failure to

disclose to the Purchaser, any information known to it relating to the Purchased Assets except as may be required by any Applicable Law; and

- (vii) none of the Vendor, the Proposal Trustee, their Affiliates or their respective Representatives are liable or bound in any manner by any oral or written statements, representations or information pertaining to the Purchased Assets, or the operation thereof, made or furnished by any real estate broker, agent, employee, or other Person.

## 6.2 "As Is, Where Is", No Additional Representations

- (a) Without limiting any other provision of this Agreement, the Purchaser acknowledges and agrees that it is acquiring the Purchased Assets on an "as is, where is" and "without recourse" basis with all defects, both patent and latent, and with all faults, whether known or unknown, presently existing or that may hereafter arise. The Purchaser acknowledges and agrees that the Vendor, the Proposal Trustee, their Affiliates and their respective Representatives have not made, do not make and specifically negate and disclaim any representation, warranty, promise, covenant, agreement or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Purchased Assets. For greater certainty, but without limitation, except as expressly set forth in this Agreement, none of the Vendor, the Proposal Trustee, their Affiliates or their respective Representatives make any condition, representation or warranty whatsoever, express or implied, with respect to:
  - (i) the suitability of the Purchased Assets for any and all purposes, activities and uses which the Purchaser may desire to conduct thereon;
  - (ii) the compliance of or by the Purchased Assets or its operation with any Applicable Law;
  - (iii) the merchantability, marketability, profitability or fitness for a particular purpose of the Purchased Assets;
  - (iv) any regulatory approvals, permits and licenses, consents or authorizations that may be needed to complete the purchase of the Purchased Assets contemplated by this Agreement;
  - (v) the manner or quality of the construction or materials, if any, incorporated into the Purchased Assets;
  - (vi) the manner, quality, state of repair or lack of repair of the Purchased Assets;
  - (vii) the conformity of any plans or specifications for the Purchased Assets that may be provided to the Purchaser;
  - (viii) the nature and quantum of the Assumed Liabilities; and
  - (ix) any other matter with respect to the Purchased Assets.
- (b) The Purchaser acknowledges that the release and disclaimer described in this Article 6 is intended to be very broad and the Purchaser expressly waives and relinquishes any rights



or benefits it may have under any Applicable Law designed to invalidate releases of unknown or unsuspected claims.

- (c) Except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Vendor, the Proposal Trustee, their Affiliates and their respective Representatives in respect of the Purchased Assets and any representations or statements made or information or data furnished to the Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Sale of Goods Act* (Alberta) (or similar applicable statutes, all as may be amended, repealed or replaced), warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

## ARTICLE 7 RISK, INSURANCE AND EXPROPRIATION

### 7.1 Risk

The Purchased Assets will be at the sole risk and responsibility of the Vendor until the Closing Date, and thereafter at the sole risk and responsibility of the Purchaser.

### 7.2 Insurance

Any liability and other insurance maintained by the Vendor shall not be transferred at Closing, but shall remain the responsibility of the Vendor until the Closing Date. The Purchaser shall be responsible for placing its own liability and other insurance coverage with respect to the Purchased Assets in respect of the period from and after 12:01 a.m. on the Closing Date.

## ARTICLE 8 INDEMNIFICATION

### 8.1 Indemnification Given by Purchaser

If Closing occurs, the Purchaser shall:

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

all Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates or their respective Representatives related to or in connection with the Purchased Assets and the Assumed Liabilities, arising or accruing on or after the Closing Date; including: (i) all Losses and Liabilities attributable to the ownership, operation, use, construction or maintenance of the Purchased Assets following the Closing Date; and (ii) any other Losses and Liabilities for which the Purchaser has agreed to indemnify the Vendor pursuant to this Agreement. The Purchaser's indemnity obligations set forth in this Section 8.1 shall survive

the Closing Date for a period of two (2) years from the Closing Date pursuant to Section 13.3, provided that no Claim may be made or will be enforceable by the Vendor pursuant to or based in any way upon the Purchaser's indemnity unless written notice of such Claim with reasonable particulars shall have been provided by the Vendor to the Purchaser within two (2) years from the Closing Date.

## **8.2 Third Party Claims**

- (a) If the Vendor receives written notice of the commencement or assertion of any Third Party Claim for which the Purchaser is liable (or has otherwise agreed to indemnify the Vendor, its Affiliates or their respective Representatives against) pursuant to this Agreement, the Vendor shall give the Purchaser reasonably prompt notice thereof, but in any event no later than ten (10) days after receipt of such notice of such Third Party Claim. Such notice to the Purchaser shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount (or the method of computation of the amount) of the Losses and Liabilities that has been or may be sustained by the Vendor, and a reference to the provisions of this Agreement upon which such claim is based.
- (b) The Purchaser may participate in the defence of any Third Party Claim by giving notice to that effect to the Vendor not later than ten (10) days after receiving notice of that Third Party Claim (the "**Notice Period**") so long as: (i) the Purchaser first acknowledges to the Vendor, in writing, liability to the Vendor under this Agreement with respect to such Third Party Claim and that the outcome of such Third Party Claim does not alter or diminish the Purchaser's obligation to indemnify the Vendor pursuant to this Agreement, subject to the Purchaser's right to contest in good faith the Third Party Claim; (ii) the Purchaser has the financial resources to defend against the Third Party Claim and fulfill any indemnification obligations and has provided the Vendor with evidence thereof; (iii) the Third Party Claim involves monetary damages; and (iv) the Purchaser participates in the defence of the Third Party Claim actively and diligently. The Purchaser's right to do so shall be subject to the rights of any insurer or other third party who has potential liability in respect of that Third Party Claim. The Purchaser shall pay all of its own expenses of participating in or assuming such defence. In the event that the Purchaser elects to participate in the defence of a Third Party Claim pursuant to this Section 8.2(b), then the Vendor shall cooperate in good faith in the defence of each Third Party Claim and may participate in such defence assisted by counsel of its own choice at its own expense.
- (c) If the Vendor has not received notice within the Notice Period that the Purchaser has elected to participate in the defence of such Third Party Claim in accordance with Section 8.2(b), or if the Purchaser has given such notice but thereafter fails or is unable to participate in the defence of such Third Party Claim actively and diligently, the Vendor may, at its option, elect to settle or compromise the Third Party Claim on terms of its choosing, or assume such defence assisted by counsel of its own choosing, and the Purchaser shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any Losses and Liabilities suffered or incurred by the Vendor with respect to such Third Party Claim.

## **8.3 Failure to Give Timely Notice**

Notwithstanding that time is of the essence, a failure to give timely notice as provided in this Article 8 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under any applicable insurance coverage or was otherwise prejudiced as a result of such failure.

#### 8.4 No Merger

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

### ARTICLE 9 COVENANTS

#### 9.1 Advancement of The Transaction and Court Approval

- (a) The Vendor shall prepare all materials, and shall as soon as reasonably practicable after execution of this Agreement: (i) bring an application for the issuance of the Approval and Vesting Order in the Court; and (ii) serve such parties as the BIA, the Court and the Purchaser, acting reasonably, may require for applications and motions seeking the entry of the Approval and Vesting Order. The Purchaser, at its own expense, shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably request to obtain the Approval and Vesting Order, including such information as may be required to reasonably evaluate the Purchaser's financial ability to perform its obligations hereunder. The application for the Approval and Vesting Order may be adjourned or rescheduled by the Vendor or their Representatives upon notice to the Purchaser.
- (b) In the event an appeal is taken, or a stay pending appeal is requested, from the Approval and Vesting Order, the Vendor shall promptly notify the Purchaser of such appeal or stay request and shall provide to the Purchaser a copy of the related notice of appeal or order of stay. The Vendor shall also provide the Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders.
- (c) From and after the date of execution of this Agreement and prior to the Closing or the termination of this Agreement in accordance with Section 12.1, the Vendor shall not take any action that is intended to (or is reasonably likely to), or fail to take any action the intent (or the reasonably likely result) of which failure to act is to, result in the reversal, voiding, modification or staying of the Approval and Vesting Order, or this Agreement.

#### 9.2 Court Filings

- (a) From and after the date of execution of this Agreement and until the Closing Date, the Vendor shall use commercially reasonable efforts to deliver to the Purchaser copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers that relate, in whole or in part, to this Agreement, or to the Purchaser or its Representatives, that are to be filed by the Vendor in connection with the Court Approval in advance of their filing, before the filing of such papers, and shall provide the Purchaser with a reasonable opportunity to review and comment thereon.
- (b) The Vendor shall act reasonably and in good faith in considering any comments provided by the Purchaser to such papers; *provided, however* that, subject in each case to the foregoing good faith obligations of the Vendor, the Vendor shall have no obligation to accept and incorporate the Purchaser's comments to such papers and neither the Vendor's inadvertent failure to comply with this Section 9.1, nor the Vendor's failure to comply with

this Section 9.1 due to emergency circumstances, shall constitute a breach under this Agreement.

### **9.3 Conduct of Business Until Closing**

- (a) Except: (A) as expressly provided in this Agreement; (B) with the prior written consent of the Purchaser (not to be unreasonably withheld, conditioned or delayed); (C) as necessary or advisable in connection with the Transaction; or (D) as otherwise provided in the Approval and Vesting Order or any other order of the Court in connection with the Transaction; following the date hereof and prior to Closing, to the extent reasonably practicable having regard to the Transaction, the Vendor shall use commercially reasonable efforts to:
- (i) not convey, encumber or otherwise dispose of any part of the Purchased Assets;
  - (ii) not enter into any new agreements related to the sale of the Purchased Assets or amend any existing agreements relating to the Purchased Assets; or
  - (iii) not authorize or agree, in writing or otherwise, to take any of the actions in respect of the foregoing.
- (b) Until the Closing Date, the Vendor shall provide the Purchaser with all access to the Purchased Assets as reasonably required by the Purchaser in order to allow for and assist the Purchaser with an orderly passing of the Purchased Assets to the Purchaser following Closing in accordance herewith.
- (c) The access to the Purchased Assets to be afforded to the Purchaser and its Representatives pursuant to this Section 9.3 will be subject to all of the Vendor's health, safety and environmental rules, policies and procedures. Further, the Purchaser acknowledges and agrees that it shall:
- (i) be solely liable and responsible for any and all Losses and Liabilities which the Vendor or its Representatives may suffer, sustain, pay or incur; and
  - (ii) as a separate covenant, indemnify and save harmless the Vendor and its Representatives harmless from any and all Claims or Losses and Liabilities whatsoever which may be brought against, suffered by or incurred by the Vendor or its Representatives;

arising out of, resulting from, attributable to or in any way connected with any access provided to the Purchaser or its Representatives pursuant to this Section 9.3.

## **ARTICLE 10 CONDITIONS**

### **10.1 Mutual Conditions**

The respective obligations of the Parties to complete the purchase and sale of the Purchased Assets are subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) the Court shall have granted the Approval and Vesting Order and the Approval and Vesting Order shall be a Final Order;
- (b) no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable order or Applicable Law which has the effect of: (i) making any of the transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the Vendor from the sale of the Purchased Assets; and
- (c) the Closing is not otherwise prohibited by Applicable Law.

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

## **10.2 Conditions for the Benefit of the Purchaser**

The obligation of the Purchaser to complete the purchase of the Purchased Assets is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Vendor contained in Section 5.1 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time, and the Vendor shall have complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement, and the Vendor shall have delivered to the Purchaser a certificate to that effect substantially similar in form to that attached hereto as Schedule 10.2(a); and
- (b) the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at or before the Closing all the documents and deliverables contemplated in Section 11.2.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have.

## **10.3 Conditions for the Benefit of the Vendor**

The obligation of the Vendor to complete the sale of the Purchased Assets is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Purchaser contained in Section 5.2 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time, and the Purchaser shall have complied with and performed in all material respects all of its covenants and obligations contained in this Agreement, and the Purchaser shall have delivered to the Vendor a certificate to that effect substantially similar in form to that attached hereto as Schedule 10.2(a);
- (b) the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at or before the Closing all the documents and deliverables contemplated in Section 11.3; and

- (c) the Vendor has not lost its ability to convey the Purchased Assets due to the appointment of a receiver or a receiver-manager, an order of the Court or otherwise pursuant to the BIA Proceedings, provided such order or other action pursuant to the BIA Proceedings or is not at the voluntary initiative of the Vendor.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have.

#### **10.4 Satisfaction of Conditions**

Each of the Parties shall proceed diligently and in good faith and use all commercially reasonable efforts to fulfill and assist in the fulfillment of the conditions set forth in Sections 10.1, 10.2 and 10.3. In addition, each of the Parties agrees not to take any action that could reasonably be expected to preclude, delay or have an adverse effect on this Transaction or would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect.

#### **10.5 Proposal Trustee's Certificate**

When the conditions to Closing set out in Sections 10.1, 10.2 and 10.3 have been satisfied and/or waived by the each of the Vendor and the Purchaser, as applicable, the Vendor and the Purchaser will each deliver to the Proposal Trustee written confirmation: (a) that such conditions of Closing, as applicable, have been satisfied and/or waived; and (b) of the amount of the Transfer Taxes to be paid on Closing (in each case, to the extent applicable), in substantially the form of Schedule 10.5 (the "**Conditions Certificates**"). Upon receipt by the Proposal Trustee of: (i) payment in full of the Purchase Price to be paid on Closing; (ii) the applicable Transfer Taxes (to the extent applicable) to be paid on Closing (or evidence of payment of, or agreement to pay, all Transfer Taxes by the Purchaser to any relevant Governmental Authorities or counterparty); and (iii) each of the Conditions Certificates, the Proposal Trustee shall: (A) issue forthwith its Proposal Trustee's Certificate concurrently to the Vendor and the Purchaser, at which time the Closing will be deemed to have occurred; and (B) file as soon as practicable a copy of the Proposal Trustee's Certificate with the Court (and shall provide a true copy of such filed certificate to the Vendor and the Purchaser). In the case of (A) and (B), above, the Proposal Trustee will be relying exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

### **ARTICLE 11 CLOSING**

#### **11.1 Closing Date and Place of Closing**

Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date, or at such other time as the Parties may agree in writing.

#### **11.2 Deliveries on Closing by the Vendor**

The Vendor shall deliver (or cause to be delivered) to the Purchaser's Solicitor on or before the Closing Date:

- (a) a Court certified copy of the Approval and Vesting Order;
- (b) all documents listed in Section 11.3 which contemplate execution by the Vendor;

- (c) a receipt from the Vendor's Solicitors for the receipt of the Closing Cash Payment from the Purchaser;
- (d) the certificate of the Vendor referred to in Section 10.2(a);
- (e) a bill of sale and general conveyance duly executed by the Vendor evidencing the conveyance and transfer of the Purchased Assets to the Purchaser; and
- (f) any other documents, resolutions and certificates as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

### **11.3 Deliveries on Closing by the Purchaser**

The Purchaser shall deliver (or cause to be delivered) to the Vendor's Solicitors on or before the Closing Date:

- (a) delivery of the Purchase Price to the Vendor's Solicitors in accordance with Section 3.2;
- (b) payment of all Transfer Taxes payable on Closing to the Vendor's Solicitors (or evidence of payment by the Purchaser thereof to the relevant Governmental Authorities);
- (c) all documents listed in Section 11.2 which contemplate execution by the Purchaser;
- (d) the certificate of the Purchaser referred to in Section 10.3(a); and
- (e) a signed copy of the bill of sale and general conveyance provided for in Section 11.2(e);
- (f) any other documents, resolutions and certificates as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

## **ARTICLE 12 TERMINATION**

### **12.1 Grounds for Termination**

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

- (a) by the mutual written agreement of the Vendor and the Purchaser, provided however that if this Agreement has been approved by the Court, any such termination shall require either the consent of the Proposal Trustee, or approval of the Court;
- (b) by the Purchaser, upon written notice to the Vendor, if there has been a material breach by the Vendor of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 10.2 impossible by the Outside Date; or (ii) if such breach is curable, the Purchaser has provided prior written notice of such breach to the Vendor, and such breach has not been cured within ten (10) days (or, if not curable within ten (10) days, such longer period as is reasonable under the circumstances, not to exceed thirty (30) days) following the date upon which the Vendor received such notice;

- (c) by the Purchaser, upon written notice to the Vendor, any time after the Outside Date, if the Closing has not occurred by the Outside Date and such failure to close was not caused by or as a result of the Purchaser's breach of this Agreement;
- (d) by the Vendor, upon written notice to the Purchaser, if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendor, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 10.3 impossible by the Outside Date; or (ii) if such breach is curable, the Vendor has provided prior written notice of such breach to the Purchaser, and such breach has not been cured within ten (10) days (or, if not curable within ten (10) days, such longer period as is reasonable under the circumstances, not to exceed thirty (30) days) following the date upon which the Purchaser received such notice; or
- (e) by the Vendor, upon written notice to the Purchaser, any time after the Outside Date, if the Closing has not occurred by the Outside Date and such failure to close was not caused by or as a result of the Vendor's breach of this Agreement.

## **12.2 Effect of Termination**

Notwithstanding any termination of this Agreement by the Vendor or the Purchaser as permitted under Section 12.1, the provisions of Sections 3.2 (Deposit), 13.1 (Public Announcements), 13.4 (Governing Law), 13.5 (Consequential Damages), 13.11 (Costs and Expenses) and 13.15 (Third Party Beneficiaries) shall remain in full force and effect following any such permitted termination, and the Deposit shall be governed by Section 3.2.

## **ARTICLE 13 GENERAL**

### **13.1 Public Announcements**

- (a) Subject to Section 13.1(b), if a Party intends to issue a press release or other public disclosure of this Agreement, the terms hereof or the Transaction, the disclosing Party shall provide the other Parties with an advance copy of any such press release or public disclosure with sufficient time to enable the other Parties to review such press release or other public disclosure and provide any comments. The disclosing Party shall not issue such press release or other public disclosure without the prior written consent of the other Parties, such consent not to be unreasonably withheld.
- (b) Notwithstanding Section 13.1(a): (i) this Agreement may be filed by the Vendor with the Court; and (ii) the Transaction may be disclosed by the Vendor to the Court, subject to redacting confidential or sensitive information as permitted by Applicable Law. The Parties further agree that:
  - (i) the Proposal Trustee may prepare and file reports and other documents with the Court containing references to the Transaction and the terms of such Transaction; and
  - (ii) the Vendor and its professional advisors may prepare and file such reports and other documents with the Court containing references to the Transaction contemplated by this Agreement and the terms of such Transaction as may



reasonably be necessary to obtain the Court Approval and to complete the Transaction contemplated by this Agreement or to comply with their obligations to the Court.

### **13.2 Dissolution of Vendor**

The Purchaser acknowledges and agrees that nothing in this Agreement shall operate to prohibit or diminish in any way the right of the Vendor or any of its Affiliates to dissolve, wind-up or otherwise cease operations in any manner or at any time subsequent to the Closing Date as they may determine in their sole discretion, which may be exercised without regard to the impact any such action may have on the Vendor's ability to fulfil its obligations under this Agreement that survive Closing.

### **13.3 Survival**

Upon Closing, the obligations, covenants, representations and warranties of the Parties set out in this Agreement shall expire, be terminated and extinguished and of no further force or effect, provided that notwithstanding the Closing contemplated hereunder or the delivery of documents pursuant to this Agreement, the obligations and covenants of the Parties set out in Sections 5.3 (Enforcement of Representations and Warranties) and Article 4 (Transfer Taxes), Article 6 ("As Is, Where Is" and No Additional Representations and Warranties), Article 8 (Indemnification) and Article 13 (General), shall survive Closing, shall remain in full force and effect for a period of two (2) years from the Closing Date, shall not merge as a result of Closing and shall be binding on the Parties for a period of two (2) years from the Closing Date except as expressly stated to the contrary therein.

### **13.4 Governing Law**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein. The Parties consent to the jurisdiction and venue of the courts of Alberta for the resolution of any such dispute arising under this Agreement.
- (b) Notwithstanding Section 13.4(a), any and all documents or orders that may be filed, made or entered in the BIA Proceedings, and the rights and obligations of the Parties thereunder, including all matters of construction, validity and performance thereunder, shall in all respects be governed by, and interpreted, construed and determined in accordance with the BIA, without regard to the conflicts of law principles thereof. The Parties consent to the jurisdiction and venue of the Court, as applicable, for the resolution of any such disputes, regardless of whether such disputes arose under this Agreement. Each Party agrees that service of process on such Party as provided in Section 13.13 shall be deemed effective service of process on such Party.

### **13.5 Consequential Damages**

Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any punitive, exemplary, consequential or indirect damages (including for greater certainty, any loss of profits) (collectively, "**Consequential Damages**") that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transaction, other than Consequential Damages for which the Vendor is liable as a result of a Third Party Claim (which liability of the Vendor shall be subject to and recoverable under Article 8 (Indemnification)).

### **13.6 Further Assurances**

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

### **13.7 Assignment**

The Purchaser shall not, without the Vendor's prior written consent, assign any right or interest in this Agreement, which consent may be withheld in the Vendor's sole and absolute discretion, except that the Purchaser shall have the right to assign any or all of its rights, interests or obligations hereunder to one or more Affiliates of the Purchaser, provided that: (a) such Affiliate agrees to be bound by the terms of this Agreement; (b) the Purchaser shall remain liable hereunder for any breach of the terms of this Agreement by such Affiliate; (c) such assignment shall not release the Purchaser from any obligation or liability hereunder in favour of the Vendor; and (d) the Purchaser shall acknowledge and confirm its continuing obligations in favour of the Vendor in an assignment and assumption agreement in form and substance satisfactory to the Vendor.

### **13.8 Waiver**

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

### **13.9 Amendment**

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

### **13.10 Time of the Essence**

Time is of the essence in this Agreement.

### **13.11 Costs and Expenses**

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

### **13.12 Entire Agreement**

This Agreement and the Confidentiality Agreement (the terms and conditions of which are incorporated by reference into this Agreement, and binding upon the Parties) constitute the entire agreement

between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, express or implied, between the Parties with respect to the subject matter hereof, including the Letter of Intent. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement or in the Confidentiality Agreement.

### 13.13 Notices

Any notice, direction or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or electronic mail and addressed:

- (a) in the case of the Vendor:

Newsco International Energy Services Inc.  
Suite 214, 11929 - 40th Street S.E.  
Calgary, AB T2Z 4M8

Attention: Billy Melville  
E-mail: [billy.melville@newsco-drilling.com](mailto:billy.melville@newsco-drilling.com)

With a copy to the Proposal Trustee at:

BDO Canada Limited  
110, 5800 – 2<sup>nd</sup> Street SW  
Calgary, AB T2H 0H2

Attention: Marc Kelly  
Email: [makelly@bdo.ca](mailto:makelly@bdo.ca)

And with a further copy to the Vendor's Solicitors:

Bennett Jones LLP  
4500, 855 - 2<sup>nd</sup> Avenue S.W.  
Calgary, AB T2P 4K7

Attention: Kristos Iatridis; Chris Simard  
Email: [iatridisk@bennettjones.com](mailto:iatridisk@bennettjones.com); [simardc@bennettjones.com](mailto:simardc@bennettjones.com)

And with a further copy to the Proposal Trustee's Solicitors:

Osler, Hoskin & Harcourt LLP  
Suite 2700, 225 – 6th Avenue S.W.  
Calgary, AB T2P 1N2

Attention: Randal Van de Mosselaer  
Email: [rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)

(b) In the case of the Purchaser:

Sawafi Al-Jazeera Oilfield Products and Service Co. Ltd.  
 Prince Faisal Bin Fahad Road  
 Building B2 4<sup>th</sup> Floor  
 PO Box 31775  
 Khobar 31952  
 Saudi Arabia

Attention: Rami Alturki  
 E-mail: Rami.Alturki@Alturkiholdings.com

With a copy to the Purchaser's Solicitors:

DLA Piper (Canada) LLP  
 1000, 250 - 2<sup>nd</sup> Street S.W.  
 Calgary, AB T2P 0C1

Attention: Carole Hunter; Patrick Burgess  
 Email: carole.hunter@dlapiper.com; pat.burgess@dlapiper.com

A notice is deemed to be given and received if: (i) sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; or (ii) email, on the date of transmission if it is a Business Day and the transmission was made prior to 4:00 p.m. (local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice to that Party. The failure to send a copy of a notice to legal counsel does not invalidate delivery of that notice to a Party.

### **13.14 Enurement**

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

### **13.15 Third Party Beneficiaries**

Except as otherwise provided for in Article 8 (Indemnification), each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns, and, except for the Representatives indemnified by the Purchaser pursuant to Article 8 (Indemnification), no Person, other than the Parties and their successors and permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum. Despite the foregoing, the Purchaser acknowledges to each of the Vendor's Representatives its direct rights against them under Article 8 (Indemnification) of this Agreement. To the extent required by Applicable Law to give full effect to these direct rights, the Purchaser agrees and acknowledges that the Vendor is acting as agent and/or as trustee of its Representatives.

**13.16 Severability**

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

**13.17 Counterparts**

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

**[THE BALANCE OF THIS PAGE INTENTIONALLY BLANK]**

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

**SAWAFI AL-JAZEERA OILFIELD  
PRODUCTS AND SERVICES CO. LTD.**

**SAWAFI NEWS CO USA LLC**

Per: \_\_\_\_\_

Name: Rami Alturki

Title: President

Per: \_\_\_\_\_

Name: Ibrahim Al Mubarak

Title: President

**NEWS CO INTERNATIONAL ENERGY  
SERVICES INC.**

**BUFFALO OILPATCH SUPPLY INC.**

Per: \_\_\_\_\_

Name: William Melville

Title: Chief Executive Officer

Per: \_\_\_\_\_

Name: William Melville

Title: President

**SCHEDULE 1.1(d)**

**Form of Approval and Vesting Order**

(attached)

CLERK'S STAMP

COURT FILE NUMBER

25-2681862

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985, C. B-3, AS  
AMENDED

AND IN THE MATTER OF THE NOTICE OF  
INTENTION TO MAKE A PROPOSAL OF  
NEWSCO INTERNATIONAL ENERGY  
SERVICES INC.

DOCUMENT

**SALE APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

**BENNETT JONES LLP**  
Barristers and Solicitors  
4500, 855 – 2nd Street S.W.  
Calgary, Alberta T2P 4K7

Attention: Chris Simard / Dylan Gibbs  
Telephone No.: 403-298-4485 / 3449  
Fax No.: 403-265-7219  
Client File No.: 88912.3

**DATE ON WHICH ORDER WAS PRONOUNCED:** February 10, 2021

**LOCATION WHERE ORDER WAS PRONOUNCED:** Calgary

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Mr. Justice D.B. Nixon

**UPON THE APPLICATION** by Newsco International Energy Services Inc. (the "**Vendor**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an Agreement of Purchase and Sale between the Vendor, Sawafi Newsco USA, LLC (the "**Purchaser**"), Buffalo Oilpatch Supply Inc.



and Sawafi Al-Jazeera Oilfield Products and Services Co. Ltd., dated as of February 1, 2021 (the "**Asset Purchase Agreement**"), a redacted copy of which is attached as Exhibit "1" to the Affidavit No. 4 of William Melville, sworn February 1, 2021 ("**Melville Affidavit No. 4**"), and vesting in the Purchaser (or its nominee) the Vendor's right, title and interest in and to the Purchased Assets (as defined in the Asset Purchase Agreement) (the "**Purchased Assets**");

**AND UPON HAVING READ** Melville Affidavit No. 4, the Fourth Report of the Proposal Trustee, BDO Canada Limited (the "**Proposal Trustee**"), the Confidential Supplement thereto and the Affidavit of Service of [●] sworn on February [●], 2021; **AND UPON HEARING** the submissions of counsel for the Vendor, the Purchaser and other interested parties;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

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

**APPROVAL OF TRANSACTIONS**

2. The Asset Purchase Agreement, including the Transaction contemplated thereby, is authorized and approved, with such minor amendments as the Vendor considers necessary, with the approval of the Proposal Trustee.
3. The Vendor is authorized and directed to take all such steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser (or its nominee).

**VESTING OF PROPERTY**

4. Upon the delivery of the Proposal Trustee's Certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Proposal Trustee's Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** [INSERT SCHEDULE 1.1(ii) from APA] hereto will vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from all

security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other contractual, statutory, financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created in the Order granted by the Court of Queen's Bench of Alberta in this Action on November 19, 2020 (the "**First Extension Order**"), including the Administration Charge, as defined in the First Extension Order;
  - (b) any encumbrances or charges created by any other Order granted in this Action;
  - (c) any charges, security interests or claims evidenced by registrations under the *Personal Property Security Act* (Alberta) or any other personal property registry system;
  - (d) those Claims listed on **Schedule "C"** hereto, all of which are collectively referred to as the "**Encumbrances**"; and
  - (e) for greater certainty, this Court orders that all Claims including the Encumbrances affecting or relating to the Purchased Assets are expunged, discharged and terminated as against the Purchased Assets.
5. To determine the nature and priority of Claims, net proceeds from the sale of the Purchased Assets (to be held in an interest-bearing trust account by counsel to the Vendor) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Proposal Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Vendor.
7. Upon completion of the Transaction, the Vendor and all persons who claim by, through or under the Vendor in respect of the Purchased Assets and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets shall stand absolutely barred, estopped, foreclosed and permanently enjoined from pursuing or asserting or claiming any and all estate, right, title, interest, royalty, rental and equity of redemption or other claim in respect of the Purchased Assets and, to the extent that any such persons or entities remain in possession or control of any of the Purchased Assets, they shall immediately deliver possession thereof to the Purchaser (or its nominee).
8. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without interference of or by the Vendor, or any person claiming by, through or against the Vendor.
9. The Proposal Trustee is directed to file with the Court a copy of the Proposal Trustee's Certificate, immediately after delivery thereof to the Purchaser (or its nominee).
10. Notwithstanding:
  - (a) the pendency of these proceedings and any declarations of insolvency made herein;
  - (b) the pendency of any applications for a bankruptcy order now or hereafter issued under the *Bankruptcy and Insolvency Act* (Canada) in respect of the Vendor and any bankruptcy order issued pursuant to any such applications; and
  - (c) any assignment in bankruptcy made in respect of the Vendor,

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other

applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. The Proposal Trustee, the Vendor and the Purchaser (or its nominee) shall be at liberty to apply for further advice, assistance and directions as may be necessary to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

#### **MISCELLANEOUS MATTERS**

12. This Honourable Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Vendor, the Proposal Trustee, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Vendor, the Proposal Trustee, and their respective agents in carrying out the terms of this Order.
13. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
14. Service of this Order on any party not attending this application is hereby dispensed with.

---

J.C.C.Q.B.A.

**Schedule "A"**

**Form of Proposal Trustee's Certificate**

COURT FILE NUMBER 25-2681862

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF  
INTENTION TO MAKE A PROPOSAL OF NEWSCO  
INTERNATIONAL ENERGY SERVICES INC.

DOCUMENT **PROPOSAL TRUSTEE'S CERTIFICATE**

ADDRESS FOR SERVICE AND **BENNETT JONES LLP**

CONTACT INFORMATION OF BARRISTERS AND SOLICITORS  
PARTY FILING THIS 4500, 855 – 2nd Street S.W.  
DOCUMENT Calgary, Alberta T2P 4K7

Attention: Chris Simard  
Tel No.: 403-298-4485  
Fax No.: 403-265-7219  
Client File No. 88912.3

**RECITALS**

- A. Pursuant to a Notice of Intention to make a Proposal ("**NOI**") under s 50.4(1) of the *Bankruptcy and Insolvency Act* on October 20, 2020, BDO Canada Limited was appointed as Licensed

Insolvency Trustee (the "**Proposal Trustee**") in respect of the NOI proceedings of Newsco International Energy Services Inc. (the "**Vendor**").

- B. Pursuant to an Order of the Court dated February 10, 2021 the Court approved the Agreement of Purchase and Sale dated [●], 2021 between the Vendor, Sawafi Newsco USA, LLC (the "**Purchaser**"), Buffalo Oilpatch Supply Inc. and Sawafi Al-Jazeera Oilfield Products and Services Co. Ltd. (the "**Asset Purchase Agreement**") and provided for the vesting in the Purchaser of the Vendor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming: (i) the payment by the Purchaser (or its nominee) of the Purchase Price for the Purchased Assets; and (ii) that it has received the Conditions Certificates, pursuant to s. 10.5 of the Asset Purchase Agreement, from the Vendor and the Purchaser evidencing that all applicable conditions under the Asset Purchase Agreement have been satisfied or waived, as applicable.
- C. Unless otherwise indicated, capitalized terms used herein that are not defined, have the meanings as defined in the Asset Purchase Agreement.

**THE PROPOSAL TRUSTEE CERTIFIES** the following:

1. The Purchaser (or its nominee) has paid and counsel to the Vendor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Asset Purchase Agreement.
2. The Vendor and the Purchaser have each delivered to the Proposal Trustee the Conditions Certificates evidencing that all applicable conditions under the Asset Purchase Agreement have been satisfied or waived, as applicable.
3. This Certificate was delivered by the Proposal Trustee at [Time] on [Date].

**BDO CANADA LIMITED, in its  
capacity as Proposal Trustee of  
Newsco International Energy Services  
Inc., and not in its personal capacity.**

**Per:** \_\_\_\_\_  
**Name:**  
**Title:**

**SCHEDULE 1.1(ii)**

**Purchased Assets**

(attached)

**Project Nighthawk  
Canada Asset & Inventory Listing**

**Assets / Inventory to be acquired by Sawafi**

**Rotors - 4.75" & 5"**

4.75" & 5"	Serial Number	Configuration
	4754PV30R63	4563
	47556WF034R6	5660
	47556WF035R6	5660
	47556WF039R6	5660
	47556WF041R6	5660
	47556WF043R6	5660
	NR11187.7.26	7826
	NR11188.7.26	7826
	NR11189.7.26	7826
	NR11190.7.26	7826
	NR11191.7.26	7826
	NR27760991.7.26	7826
	NR27761002.7.26	7826
	NR27761011.7.26	7826
	NR27761011.7.26	7826
	Duplicate	
	NR28882973.7.26	7826
	NR7288.7.26	7826
	4757PV175R38	7838
	475BDD608R38	7838
	(NNM1792)	
	475DD1594R38	7838
	DM475738R13	7838
	DM475738R17	7838
	NR1127678.7.38	7838
	NR37645.7.38	7838
	NR63962258.7.38	7838
	NR771.7.38	7838
	4757WF194R50	7850
	4757WF219R50	7850
	50056WF040R6	5660
	50056NBT406R83	5683
	50056NBT407R83	5683
	50056NBT408R83	5683
	50056NBT409R83	5683
	50056NBT410R83	5683
	50056NBT411R83	5683
	50056NBT412R83	5683
	50067NBT1274R8	6780
	50067NWF944R8	6780
	50067NBT1278R9	6790
	50067NBT1279R9	6790
	50067NBT1280R9	6790
	50067NBT1281R9	6790
	50067NBT421R9C	6790
	50067NBT872R9C	6790
	50067NBT874R9C	6790



50067NBT883R9C	6790
50067NBT945R9	6790
50067NBT979R9	6790
50067NBT983R9c	6790
50067NBT985R9	6790
50067NBT989R9	6790
50067NBT996R9	6790
50067NBT999R90	6790
5006NBT879R9	6790
50078DD03R26	7826
DM500726R08C	7826
50078NWF888R37	7837
50078PV004R38C	7838
NR1127679.7.38	7838
NR13412.7.38	7838
NR13413.7.38	7838
NR2261.7.38	7838
NR30026720.7.38	7838
NR6185.7.38	7838
NR63962223.7.38	7838
NR6403.7.38	7838
NR6404.7.38	7838
NR6761.7.38	7838
NR9145.7.38	7838
NR9146.7.38	7838
NR13410.7.38	7838
NR46293700.7.37	7837
NR51417279.7.37	7837

**Rotors - 6.5" & 6.75"**

6.5" & 6.75"

Serial Number	Configurati on
NR23128.7.48	7848
NR28661.7.48	7848
NR40280465.7.48	7848
NR40280473.7.48	7848
NR52413.7.48	7848
NR6457.7.48	7848
NR1226.7.57	7857
NR13084.7.57	7857
NR1601.7.57	7857
NR7101.7.57	7857
NR9141.7.57	7857
NR98001.7.57	7857
6757192PV	7829
NNM1102	6750
6456WF22R50	6750
67567NPV409R50	6750
67567WF045R5	6750
6756DD146R50	6750
6756NPV410R50	6750
6756PV59R50	6750
6756PV65R5	6750
6756PV70R5	6750

6756PV72R5	6750
6756WF04R5	6750
6756WF170R50	6750
6756WF194R50	6750
6756WF195R50	6750
6756WF223R50	6750
6756WF290R50	6750
DM67565R42	6750
6757PV235R29	7829
6757PV243R29	7829
6757PV260R29	7829
6757PV277R29	7829
DM675729R02	7829
DM675729R03	7829
DM675729R04	7829
6757RM222R30	7830
6757WF377R30SL	7830
675PV98R3	7830
6757PV224R50	7850
6757PV171R50	7850
6758NPV697R5	7850
67578NRM824R64	7864
6757159PV	7829

**Rotors - 8"**

8"	Serial Number	Configurati on
	DDR23431-7-40	7840

**Stators - 4.75" & 5"**

4.75" & 5"	Serial Number	Configurati on
	47556PV100S6	5660
	47556WF126S6	5660
	47556WF129S6	5660
	47578DD088S26	7826
	NS11181.8.26	7826
	NS11182.8.26	7826
	NS11183.8.26	7826
	NS11184.8.26	7826
	NS11185.8.26	7826
	NS11186.8.26	7826
	NS27162211.8.26	7826
	NS27278117.8.26	7826
	NS27812551.8.26	7826
	NS27812560.8.26	7826
	NS39912445.1.8.37	7837
	NS51737221.8.37	7837
	NS51737301.1.8.37	7837
	4757837406	7838
	4758DD364S38	7838
	4758DD367S38	7838
	4758DD507S38HH	7838
	4758DD508S38HR	7838
	4758DD668S38	7838

4758WF490S38	7838
4758WF527S38	7838
475DD365S38	7838
NS13415.8.38	7838
NS51566231.8.38	7838
NS51566266.8.38	7838
NS38490623.8.48	7848
NS6417.8.48	7848
NS8346.8.48	7848
4758WF404S5	7850
50056WF127S6	5660
50056NBT082S83	5683
50056NBT083S83	5683
50056NBT085S83	5683
50056NBT086S83	5683
50056NBT660S83	5683
50056NBT661S83	5683
50056NBT685S83	5683
50056NBT750S83	5683
50056NR765S83	5683
50067NBT1258S8	6780
50067NBT1259S8	6780
50067NBT1260S8	6780
50067NBT1261S8	6780
50067NBT1262S8	6780
50067NBT1265S8	6780
50067NWF1080S8	6780
50067NWF1081S8	6780
50067NWF1083S8	6780
50067NBT087S9	6790
50067NBT091S9	6790
50067NBT1016S9	6790
50067NBT1069S9	6790
50067NBT1071S9	6790
50067NBT1130S9	6790
50067NBT1149S9	6790
50067NBT1169S9	6790
50067NBT1172S9	6790
50067NBT1266S9	6790
50067NBT1267S9	6790
50067NBT1268S9	6790
50067NBT1269S9	6790
50067NBT1270S9	6790
50067NBT1271S9	6790
50067NBT1272S9	6790
50067NBT1273S9	6790
50067NBT945S9	6790
50067NBT948S9	6790
50067NBT949S9	6790
50067NBT952S9	6790
50067NBT994S9	6790
50067NBT996S9	6790
5007NBT947S9	6790

50078DD04S26	7826
DM500826S10C	7826
DM500826S25C	7826
NS27278125.8.26	7826
NS7028.8.26	7826
NS7029.8.26	7826
50078NWF1052S37	7837
50078NWF1053S37	7837
50078NWF1055S37	7837
50078NWF926S37	7837
50078NWF927S37	7837
50078NWF928S37	7837
50078NWF929S37	7837
50078NWF976S37	7837
50078NWF977S37	7837
50078NWF978S37	7837
50078NWF979S37	7837
DM500838S30X	7838
DM500838S33X	7838
NS11983.8.38	7838
NS11984.8.38	7838
NS11985.8.38	7838
NS1218572.8.38	7838
NS1234296.8.38	7838
NS13414.8.38	7838
NS13416.8.38	7838
NS13417.8.38	7838
NS1351976.8.38	7838
NS1351978.8.38	7838
NS1351979.8.38	7838
NS1351981.8.38	7838
NS1351983.8.38	7838
NS1616.8.38	7838
NS1618.8.38	7838
NS29980031.8.38	7838
NS3279.8.38	7838
NS3281.8.38	7838
NS6191.8.38	7838
NS6983.8.38	7838
NS9147.8.38	7838
NS9148.8.38	7838
DS78801-8-40	7840
DDS23711.8.40	7840
DDS78601.8.40	7840

**Stators - 6.5" & 6.75"**

6.5" & 6.75"	Serial Number	Configurati on
	NS38490631.8.48	7848
	65067NWF849S5	6750
	65067NWF851S5	6750
	65067NWF853S5	6750
	65067WF132S5	6750
	65067WF803S5	6750

65078DD05S29	7829
6508PV438S29	7829
DM650829S01	7829
DM650829S02	7829
DM650829S03	7829
DM650829S04	7829
DM650829S23	7829
DM650829S24	7829
NS42133.8.48	7848
NS52520.8.48	7848
NS52526.8.48	7848
NS52534.8.48	7848
65078NWF855S5	7850
65078NWF856S5	7850
65078NWF858S5	7850
65078NWF874S5	7850
6507PV117S50	7850
6507PV160S50	7850
6507PV181S50	7850
6507WF170S50	7850
6507WF221S50STD	7850
6507WF261S50STD	7850
6508WF565S50	7850
6508WF597S50	7850
6508WF599S50	7850
6508WF626S50	7850
6508WF627S50	7850
DM65075S04H	7850
NS12898.8.57	7857
NS13082.8.57	7857
NS13213.8.57	7857
NS2689.8.57	7857
NS7068.8.57	7857
NS7520.8.57	7857
67567DD056S55	6750
67567NPV861S5	6750
67578DD06S29	7829
67578NPV785S5	7850
675NPV759S50	7850
67578NWF012S57	7857
NS12896.8.57	7857
NS9143.8.57	7857
NS9144.8.57	7857

### Drilling Collars

Description	Serial Number	Size
NMDC, Flex	121-NOSF-420	4.75
NMDC, Flex	NDF475092	4.75
NMDC, Flex	NDF475094	4.75
NMDC, Flex	165-NOSF-603	6.5
NMDC, Flex	FN165918	6.5
NMDC, Flex	FN165924	6.5
NMDC, Flex	FN165926	6.5
NMDC, Flex	FN165927	6.5

NMDC, Flex	FN165939	6.5
NMDC, Flex	FN165940	6.5
NMDC, Flex	FN165943	6.5
NMDC, Flex	N1165960	6.5
NMDC, Flex	SFN165307	6.5
NMDC, Spiral	N1165929	6.5
NMDC, Spiral	N1165930	6.5
NMDC, Spiral	N1165959	6.5
NMDC, Spiral	N1165962	6.5

<b>Drilling Subs</b>		
<b>Description</b>	<b>Serial Number</b>	<b>Size</b>
Sub, Bell	203NOS901	8
Sub, Bell	203NOS902	8
Sub, Crossover	312101	4.75
Sub, Crossover	N712102	4.75
Sub, Crossover	N712107	4.75
Sub, Crossover	N712111	4.75
Sub, Crossover	N712182	4.75
Sub, Crossover	N712500	4.75
Sub, Crossover	N712501	4.75
Sub, Crossover	N712504	5
Sub, Crossover	N713003	5
Sub, Crossover	N713009	5
Sub, Crossover	N5X0650302	6.25
Sub, Crossover	N715901	6.25
Sub, Crossover	N716520	6.25
Sub, Crossover	N716525	6.25
Sub, Crossover	N716532	6.25
Sub, Crossover	N716533	6.25
Sub, Crossover	N716534	6.25
Sub, Crossover	N716540	6.25
Sub, Crossover	N716545	6.25
Sub, Crossover	N716546	6.25
Sub, Crossover	NMA16517	6.5
Sub, Crossover	NMA716511	6.5
Sub, Crossover	NMA716514	6.5
Sub, Crossover	NMA716515	6.5
Sub, Crossover	NMA716516	6.5
Sub, Crossover	NMA716517	6.5
Sub, Crossover	NMA716518	6.5
Sub, Crossover	NMA716520	6.5
Sub, Crossover	NMA716530	6.5
Sub, Crossover	NMA716531	6.5
Sub, Crossover	N717119	6.75
Sub, Crossover	N717120	6.75
Sub, Crossover	N717121	6.75
Sub, Crossover	N717123	6.75
Sub, Crossover	N717124	6.75
Sub, Crossover	N717125	6.75
Sub, Crossover	N717126	6.75
Sub, Crossover	NMA717117	6.75
Sub, Crossover	NXO824	6.75
Sub, Crossover	N720301	8

Sub, Crossover	N720303	8
Sub, Crossover	N723001	9
Sub, Crossover	N723002	9
Sub, Crossover	133NOS901	5
Sub, Crossover	133NOS904	5
Sub, Crossover	133NOS905	5
Sub, Crossover	133NOS910	5
Sub, Crossover	134NOS907	5
Sub, Crossover	134NOS908	5
Sub, Crossover	133NOS912	5.25
Sub, Crossover	133NOS914	5.25
Sub, Crossover	133NOS915	5.25
Sub, Crossover	133NOS918	5.25
Sub, Crossover	133NOS966	5.25
Sub, Crossover	165NOS907	6.5
Sub, Crossover	165NOS908	6.5
Sub, Crossover	165NOS909	6.5
Sub, Crossover	165NOS910	6.5
Sub, Crossover	165NOS911	6.5
Sub, Crossover	165NOS912	6.5
Sub, Crossover	165NOS913	6.5
Sub, Crossover	165NOS914	6.5
Sub, Crossover	165NOS915	6.5
Sub, Crossover	165NOS916	6.5
Sub, Crossover	165NOS917	6.5
Sub, Crossover	165NOS918	6.5
Sub, Crossover	165NOS919	6.5
Sub, Crossover	165NOS920	6.5
Sub, Crossover	165NOS921	6.5
Sub, Crossover	203NOS903	8
Sub, Crossover	228NOS901	9
Sub, Crossover	TM2-40NOS904	4.75
Sub, Crossover	TM2-40NOS905	4.75
Sub, Crossover	SBD25653	4.75
Sub, Crossover	N712181	4.75
Sub, Crossover	N912106	4.75
Sub, Crossover	No Number	4.75
Sub, Crossover	N712167	4.75
Sub, Crossover	N712101	4.75
Sub, Crossover	N716501	6.5
Sub, Crossover	N712217	4.75
Sub, Crossover	N712175	4.75
Sub, Crossover	N712108	4.75
Sub, Crossover	HTW023234145	4.75
Sub, Crossover	NX650216	6.5
Sub, Crossover	203NOS311	8
Sub, Pick-up	45XH07	4.75
Sub, Pick-up	DM15073-05	4.75
Sub, Pick-up	DM3731-02	4.75
Sub, Pick-up	N512117	4.75
Sub, Pick-up	N535IF85	4.75
Sub, Pick-up	N535IF86	4.75
Sub, Pick-up	N535IF88	4.75

Sub, Pick-up	N535IF92	4.75
Sub, Pick-up	N535IF93	4.75
Sub, Pick-up	N535IF94	4.75
Sub, Pick-up	N535IF95	4.75
Sub, Pick-up	N535IF96	4.75
Sub, Pick-up	N535IF97	4.75
Sub, Pick-up	N535IF98	4.75
Sub, Pick-up	N535IF99	4.75
Sub, Pick-up	PU47-103	4.75
Sub, Pick-up	PU47-104	4.75
Sub, Pick-up	PU47-106	4.75
Sub, Pick-up	PU47-107	4.75
Sub, Pick-up	PU47-108	4.75
Sub, Pick-up	PU47-121	4.75
Sub, Pick-up	PU47-20	4.75
Sub, Pick-up	PU500.10	4.75
Sub, Pick-up	R3E-308	4.75
Sub, Pick-up	R3ENERGY	4.75
Sub, Pick-up	N545X04	6.5
Sub, Pick-up	N545XH04	6.5
Sub, Pick-up	N545XH07	6.5
Sub, Pick-up	N545XH08	6.5
Sub, Pick-up	N545XH09	6.5
Sub, Pick-up	N545XH101	6.5
Sub, Pick-up	N545XH102	6.5
Sub, Pick-up	N545XH103	6.5
Sub, Pick-up	N545XH104	6.5
Sub, Pick-up	N545XH106	6.5
Sub, Pick-up	N545XH108	6.5
Sub, Pick-up	N545XH11	6.5
Sub, Pick-up	N545XH111	6.5
Sub, Pick-up	N545XH12	6.5
Sub, Pick-up	N545XH13	6.5
Sub, Pick-up	NNM1134	6.5
Sub, Pick-up	NNM1135	6.5
Sub, Pick-up	NNM1137	6.5
Sub, Pick-up	NNM1138	6.5
Sub, Pick-up	NNM1140	6.5
Sub, Pick-up	NNM1402	6.5
Sub, Pick-up	NNM1583	6.5
Sub, Pick-up	NNM250	6.5
Sub, Pick-up	NNM317	6.5
Sub, Pick-up	NNM324	6.5
Sub, Pick-up	NNM926	6.5
Sub, Pick-up	NSPU47	6.5
Sub, Pick-up	PU097	6.5
Sub, Pick-up	PU208	6.5
Sub, Pick-up	YA	6.5
Sub, Pick-up	N5171002	6.75
Sub, Pick-up	No Number- 8" Pickup Sub	6.75
Sub, Pick-up Nubin	PU65104	6.5
Sub, Pick-up Nubin	PU65115	6.5



Sub, Pick-up Nubin	PU65118	6.5
Sub, UBHO	121NOS312	4.75
Sub, UBHO	121NOS318	4.75
Sub, UBHO	121NOS324	4.75
Sub, UBHO	121NOS329	4.75
Sub, UBHO	121NOS331	4.75
Sub, UBHO	121NOS334	4.75
Sub, UBHO	121NOS335	4.75
Sub, UBHO	121NOS336	4.75
Sub, UBHO	121NOS339	4.75
Sub, UBHO	121NOS340	4.75
Sub, UBHO	121NOS341	4.75
Sub, UBHO	N912101	4.75
Sub, UBHO	N912104	4.75
Sub, UBHO	N912107	4.75
Sub, UBHO	N912108	4.75
Sub, UBHO	N912109	4.75
Sub, UBHO	N912110	4.75
Sub, UBHO	N912111	4.75
Sub, UBHO	N912112	4.75
Sub, UBHO	NU475283	4.75
Sub, UBHO	NU475284	4.75
Sub, UBHO	NU475285	4.75
Sub, UBHO	NU475286	4.75
Sub, UBHO	165NOS301	6.5
Sub, UBHO	165NOS306	6.5
Sub, UBHO	165NOS307	6.5
Sub, UBHO	165NOS308	6.5
Sub, UBHO	165NOS314	6.5
Sub, UBHO	165NOS315	6.5
Sub, UBHO	165NOS316	6.5
Sub, UBHO	165NOS317	6.5
Sub, UBHO	165NOS318	6.5
Sub, UBHO	165NOS319	6.5
Sub, UBHO	165NOS320	6.5
Sub, UBHO	NU650277	6.5
Sub, UBHO	NU650278	6.5
Sub, UBHO	NU650279	6.5
Sub, UBHO	NU650280	6.5
Sub, UBHO	NU650281	6.5
Sub, UBHO	NU650282	6.5
Sub, UBHO	203NOS302	8
Sub, UBHO	203NOS305	8
Sub, UBHO	203NOS306	8
Sub, UBHO	203NOS311	8
Sub, UBHO	203NOS312	8

**Stabilizers**

Description	Serial Number	Size
Stabilizers	NMSTS15301	4.75
Stabilizers	NMSTS15303	4.75
Stabilizers	NMSTS15601	4.75
Stabilizers	NSST15303	4.75
Stabilizers	NSST15304	4.75

Stabilizers	NSST15305	4.75
Stabilizers	NST15402	4.75
Stabilizers	NST165216001	4.75
Stabilizers	NSTBY5143005	4.75
Stabilizers	NSTBY5143006	4.75
Stabilizers	NSTBY5143007	4.75
Stabilizers	NSTBY5143008	4.75
Stabilizers	NSTBY5143013	4.75
Stabilizers	NSTBY5143014	4.75
Stabilizers	NSTBY5143015	4.75
Stabilizers	NSTBY5143009	5
Stabilizers	NSTBY5143012	5
Stabilizers	NSTBY5146002	5
Stabilizers	N1165310	6.5
Stabilizers	NL121303	6.5
Stabilizers	NMSSTC1960	6.5
Stabilizers	NMST19301	6.5
Stabilizers	NMST19302	6.5
Stabilizers	NMSTC15402	6.5
Stabilizers	NMSTS19601	6.5
Stabilizers	NMSTS19602	6.5
Stabilizers	NMSTS21001	6.5
Stabilizers	NMSTS21002	6.5
Stabilizers	NSST19403	6.5
Stabilizers	NSST19404	6.5
Stabilizers	NSST19406	6.5
Stabilizers	NSST19602	6.5
Stabilizers	NSST19605	6.5
Stabilizers	NSST21601	6.5
Stabilizers	NSST21604	6.5
Stabilizers	NSST21605	6.5
Stabilizers	NST219602	6.5
Stabilizers	NST219603	6.5
Stabilizers	NST319001	8
Stabilizers	NST319002	8
Stabilizers	NSTBY5143016	5
Stabilizers	NSTBY5143010	5
Stabilizers	NSTBY5143004	5
Stabilizers	NSTBY5143011	5
Stabilizers	NSTBY5146001	5
Stabilizers	NMSTS15302	4.75
Stabilizers	NST15401	4.75

**Kit Boxes**

**MWD Kit Boxes**

**Serial Number**

- 35
- 50
- 52
- 53
- 104
- 105
- 106
- 107
- 108

109  
N/A49  
67  
40  
42

**Downhole Tools - EM Tools**

<b>EM Tools</b>	<b>Serial Number</b>
EM - DPGS Sizing Kit 4-3/4"	XGJ760
EM - DPGS Sizing Kit 8"	XGJ759

**Downhole Tools - PWD Tools**

<b>PWD Tools</b>	<b>Serial Number</b>
	PWDA0001
	PWDA0002

**Surface Equipment - PC - Field Computer**

<b>PC - Field Computer</b>	<b>Serial Number</b>
	PFOHMX7X
	ZA137165H
	5CD62519HZ
	5CD6252CMB
	5CD6252DB2

**Downhole Tools - Batteries**

<b>Batteries</b>	<b>Serial Number</b>	<b>In Service</b>
	501	01/01/14
	509	01/01/14
	521	09/30/11
	570	09/30/11
	583	01/01/14
	588	09/30/11
	600	01/01/14
	617	01/01/14
	623	01/01/14
	624	09/30/11
	628	#N/A
	641	01/01/14
	642	03/31/16
	644	#N/A
	646	01/01/14
	650	03/30/11
	653	01/01/14
	656	03/31/16
	709	01/01/14
	717	01/01/14
	718	01/01/14
	722	01/01/14
	576HH	01/01/14
	616HH	01/01/14
	651HH	01/01/14
	B012	11/30/15
	B014	12/01/15
	B015	12/02/15
	B062	12/31/15
	NIB0004	09/30/11
	NIB0006	09/30/11

VB005	01/01/14
VB010	01/01/14
VB011	01/01/14
VB012	01/01/14
VB018	01/01/14
VB035	01/01/14
VB045	01/01/14
VB047	01/01/14

**Downhole Tools - Directional Assemblies**

Directional Assemblies	Serial Number	In Service
	1002	01/01/14
	1038	07/22/15
	1044	01/01/14
	1045	01/01/14
	1048	01/01/14
	1092	09/30/11
	1102	09/30/11
	1225	01/01/14
	1226	09/30/11
	1365	01/01/14
	1553	01/01/14
	2569	09/30/11
	3004	01/01/14
	3033	09/30/11
	3046	03/31/16
	3047	01/01/14
	4000	09/30/11
	4001	01/01/14
	4002	01/01/14
	4007	01/01/14
	4010	01/01/14
	1035V	01/01/14
	E035	07/22/15
	E5001	07/22/15
	E5002	12/31/15
	E5008	01/02/17
	E5009	01/02/17
	ND5009	09/30/11
Enteq Probes	4119	11/01/19
Enteq Probes	NE1001	02/15/19
Enteq Probes	NE1002	02/22/19
Enteq Probes	NE1003	01/28/19

**Downhole Tools - Gamma**

Gamma	Serial Number	In Service
	1162	09/30/11
	1173	01/01/14
	1180	01/01/14
	1213	01/11/16
	1214	01/01/14
	1234	09/30/11
	1240	09/30/11
	1246	01/01/14
	G0108	01/02/17

G0143	08/03/16
G0149	08/03/16
G0160	01/02/17
G0174	11/25/16
NIG1001	04/09/18
NIG4011	04/09/18
NIG4013	01/09/18

**Downhole Tools - Pulser Linears**

Pulser Linears	Serial Number	In Service
	679	02/28/17
	5126	01/01/14
	5419	01/01/14
	5611	01/01/14
	5664	01/01/14
	5687	01/01/14
	5703	01/01/14
	P0143	08/03/16
	P0144	01/02/17
	P0176	08/03/16
	P5873	07/22/15
	P6013	11/30/15
	PH0004	01/01/14
	PH0013	01/01/14
	674	02/28/17
	5140	
	P0149	
	P5990	
	P6166	

**Downhole Tools - Pulser RTY**

Pulser RTY	Serial Number
	NV0001
	NV0003
	NV0004
	NV0005
	NV0008
	NV0011
	NV0012
	NV0014
	NV0015
	NV0022
	NV0030
	NV0031
	NV5099
	NV5248
	NV5416
	NV5418
	NV0007
	NV5133
	NV5163
	NV5246
	NV5247
	NV5294
	NV5310

NID1001

**Downhole Tools - Shock Reduction Tools**

<b>Shock Reduction Tools</b>	<b>Serial Number</b>
	SRT1037
	SRT181
	SRT200
	SRT201
	SRT202
	SRT271
	SRT386
	SRT388
	SRT389
	SRT963
	SRT964

**Downhole Tools - PDT Tools**

<b>PDT Tools</b>	<b>Serial Number</b>
PDT - 4-3/4" Gamma Sub	FLTX475129
PDT - 4-3/4" Gamma Sub	FLTX475130
PDT - 4-3/4" Gap Sub	GSA475140
PDT - 4-3/4" Gap Sub	GSA475141
PDT - 4-3/4" Gap Sub	GSA475142
PDT - BowSpring Spearpoint Assy	1
PDT - BowSpring Spearpoint Assy	2
PDT - BowSpring Spearpoint Assy	3
PDT - Pony Sub	NDPY475100
PDT - Pony Sub	NDPY475101
PDT - Programming Box	FPB016
PDT - Programming Box	FPB017
PDT - Programming Box	FPB018
PDT - Receiver Module	FLRX0032
PDT - Receiver Module	FLRX0033
PDT - Test Box	FTB041
PDT - Test Box	FTB042
PDT - Test Box	FTB043
PDT - Tool Stand	Newsc001
PDT - Tool Stand	Newsc002
PDT - Tool Stand	Newsc003
PDT - Tool Stand	Newsc004

**Surface Equipment - Rig Floor Displays**

<b>Rig Floor Displays</b>	<b>Serial Number</b>
Azonix	30139
Azonix	30147
Azonix	30155
Azonix	30228
Azonix	30281
Azonix	30282
Labersab	78207
Labersab	78367
Labersab	79722
Labersab	82242
Labersab	82764
Labersab	83098
Labersab	83341

Labersab	83342
Labersab	84856
Labersab	82766
Labersab	84850
Labersab	78366
Labersab	84917
Labersab	86288
Azonix	30141V2.1
Azonix	30154V2.1
Labersab	76552V2.1
Labersab	77906V2.0
Computer State	DW10001
Computer State	DW10012
Computer State	DW10013

**Surface Equipment - Safety Kits, H2S Monitors**

Safety Kits, H2S Monitors	Serial Number
	H2SK100
	H2SK101
	H2SK102
	H2SK103

**Surface Equipment - Transducers**

Transducers	Serial Number
	733822
	5200T

**Shop Tools**

Description	Serial Number	Model
Air Compressor	TEMP-02	
20 Ton Piston Press	Temp-04	05/07/12
Hotsy 555SS Hot 115V	Hotsy555SS	06/23/16
Storm King Presser Washer	TEMP-03	05/07/12

**Lab Equipment**

Description	Serial Number	Model
Western Polymer Mold (Fin)	Temp-05	
Purge Machine, Dual	APS1127012	

**Gauges**

Description	Serial Number	Model
TPF Gage Set Pin to Box	4775-4 TPI 3/8	4775-4 TPI 3/8

**Benches**

Description	Serial Number	Model
MWD Work Station, Pedestal	900	
MWD Work Station, Pedestal	901	
MWD Work Station, Pedestal	902	
MWD Work Station, Pedestal	903	
MWD Work Station, Pedestal	904	
Welders Work Bench	TEMP-01	

**Baskets**

Description	Serial Number	Model
Sub Basket	Newsco 008	
Sub Basket	Newsco 010	
Sub Basket	Newsco 011	
Sub Basket	Newsco 012	
Sub Basket	NUERA05	

Sub Basket	NUERA06
Sub Basket	Newsco 013
Sub Basket	Newsco 018
Sub Basket	Newsco 019
Sub Basket	Newsco 021
Sub Basket	Newsco 022

### Inventory In Calgary Warehouse - Main Inventory

Description	Serial Number	Available
POWER SUPPLY 30V 3AMP	0000-1002	7
Kintec+Housing+Molding Cable	0000-1003	7
Kintec+Housing+Molding Cable	0000-1004	7
12V, 1.4 A Battery	0000-1067	14
STANDOFF HEX NYLON FEMALE 6/6 THREADED	0000-1083	28
SCREW ROUND HEAD PHILIPS 4-40 .25"	0000-1084	95
SCREW ROUND HEAD PHILLIPS 4-40 .375"	0000-1085	365
SCREW FLAT HEAD PHILIPS 4-40 .375" BLACK	0000-1086	96
SCREW FLAT HEAD PHILIPS 4-40 .25" BLACK	0000-1087	130
SCREW FLAT HEAD PHILIPS 4-40 2"	0000-1088	36
NUT STEEL 4-40	0000-1089	107
Pelican Case 1450	0000-1092	7
Pelican Case Frame	0000-1093	12
SCREW, PAN HEAD 6-32 X 3/4" SS	0000-1094	35
1.000 Crest Spring 4 Turn	0000-1101	92
DRIVER MOTOR TORQUE TEST MAGNETIC PARTICLE BRAKE	0000-1137B	4
GAMMA CONTROLLER MODULE	0000-1149	7
GAMMA OPTICAL PAD	0000-1150	17
Chamber High End Cap	0000-1151	3
Scintillation Module Telemetry	0000-1154D	10
GAMMA SCINTILLATION CRYSTAL (THREADED HEAD)	0000-1180B	4
GAMMA PHOTOMULTIPLIER TUBE	0000-1181B	3
ZERO-LEAK GOLD THREAD PORT PLUG	0000-1182	7
ORING METRIC, 6x1.5, VITON, D75"	0000-1183	87
SERVO POPPET TESTER ADJUSTMENT PLUG	0000-1184	17
GAMMA CIRCUIT BOARD STRONGBACK, ALUMINUM	0000-1194C	12
GAMMA STRONGBACK END CAP, ALUMINUM	0000-1195	15
GAMMA PMT & CRYSTAL SLEEVE, PEEK	0000-1196C	14
PIGTAIL ASSEMBLY, DCM, 6 PIN HIGH TEMP KINTEC WITH SNUBBER	0000-1210B	30
SENSOR, TEMPERATURE, 1K ohm, class A, 200 degree C	0000-1216	167
MALE ROTARY HOUSING TO KINTEC CROSSOVER HOUSING	0000-1270B	1
ASSEMBLY, BLADDER, FOR LINEAR PULSERS	0000-1278	1
FEMALE CONNECTOR HOUSING (SLIDE ON CENTRALIZER)	0000-1282B	1
PIGTAIL ASSEMBLY, DCM, 4 PIN KINTEC WITH SNUBBER	0000-1293B	8



SCREW, SOCKET SET, 3/4"x 1-1/2", KNURLED POINT, BLACK OXIDE	0000-1331	10
Power Supply Module 24VDC 50W	0000-1388	8
CAPACITOR ASSEMBLY (DUAL)	0000-1389	1
MACHINED PDSI ENCLOSURE (TOP & BOTTOM)	0000-1399	1
Chamber Low End Cap	0000-1400	3
Coupler Hose 1/4" Female NPT	0000-1402	2
CABLE, GENDER CHANGER TO COMPLETE CBSR0008	0000-1404	27
BATTERY 150C, EXTREME EM, 14V, 8 DD EP CELLS	0000-1410	5
SCREW, SOCKET HEAD CAP, 1/4"-20 X 1", 17-4	0000-1411	19
Wave Spring 1.00X 0.583, 7 Turn, 25lbs	0000-1414	31
Gamma Crystal & Photomultiplier	0000-1443	9
ASSEMBLY, ROTARY DRIVER, 177C (TUFFSHOT, BODY)	0000-1452B	1
TEMPERATURE STRIP, WARRANTY, SINGLE DOT 360F/182C	0000-1460	3
ROTOR, TUFFSHOT 0.70" TANG (1.375 OD), 1 DOT	0000-1511B	1
ROTOR, TUFFSHOT 0.88" TANG (1.375 OD), 2 DOTS	0000-1522B	1
ROTOR, TUFFSHOT 0.96" TANG (1.375 OD), 3 DOTS	0000-1533B	1
ASSEMBLY, CARRIER SUB-ASSEMBLY FOR 177 DCM	0000-1535	2
ROTOR, TUFFSHOT 1.02" TANG (1.375 OD), 4 DOTS	0000-1544B	1
Rotary Dummy Switch (Slide on Centralizer)	0000-1662	2
FAST ORANGE HAND CLEANER	0000-1674	1
ASSEMBLY, ROTARY SHAFT, TUFFSHOT	0000-1681	4
NUT, HEX, 1/4"-20, ACORN, STAINLESS	0000-1705	23
PLANETARY GEAR BOX, ORIGINAL (UNMODIFIED)	0000-1717	11
ASSEMBLY, CROSSOVER, 6-PIN to 6-PIN KINTEC ADAPTER CABLE	0000-1720	5
WASHER, WEDGE LOCK 1/4" SCREW SIZE, 0.280" ID, 0.450" OD, TYPE 316 STAINLESS STEEL	0000-1725	44
ORING, 335, VITON V75	0000-1728	95
SNAP RING, INTERNAL, .25", Be-Cu	0000-1738	90
SHIM, 0.5X.003, SS	0000-1739	22
SHIM, 0.5X.005, SS	0000-1740	23
SHIM, 0.5X.007, SS	0000-1741	21
SHIM, 0.5X.010, SS	0000-1742	20
SWITCH, SPEARPOINT, (Nitride Oxide)	0000-1746	2
ORING 217 VITON D75	0000-1760	40
TVS DIODE 5VWM 9.2VC FLATPOWER	0000-1781	2
SENSOR BRONZE WIPER, STINGER	0000-1782	20
SENSOR MULESHOE KEYWAY ROLL PINS	0000-1783	14
SENSOR 3-1/8" MULESHOE KEY	0000-1786	6
SENSOR 1.086 CARBIDE POPPET TIP	0000-1787	2
Split Rings	0000-1789	6

3/4"-10 x 3/4" Hex Drive Knurled Cup Point Black Oxide Finish Alloy Steel Socket Set Screw	0000-1796	74
Screw, Set, 3/8-24 X 1/4, Cup, Socket, SS	0000-1807	9
Tensor Style Ram Stop 5.5"	0000-1818	3
Service Cart Steel Powdercoat Painted	0000-1823	1
Washer, Lock, 1/4", Belleville, SS	0000-1833	10
19P to 3P Transducer cable-100ft	0000-1836	2
Nut, Tee, 1/4"	0000-1838	18
Push Button, Round	0000-1853	4
Oil-Mist-Eliminating Muffler 3/8 NPT	0000-1854	1
EM ANT EXTENSION 100M	0000-1855	1
Cable Grip Black PG9	0000-1861	2
POWER CORD 10A 1,5M V-LOCK	0000-1863	1
Alloy Steel Shoulder Screw 3/8"D 5/16"-18	0000-1867	2
Aluminum 90° angle 0.25" thick x1.5"x1.5"x 3'	0000-1868	2
Aluminum Blind Rivet 3/16x5/8-3/4	0000-1870	50
PIN, DOWEL, 3/16" X 3/4", SS	0000-1890	20
Screw, Cap, Socket Head, 1/4-20 X 1", Steel	0000-1891	50
Muleshoe key 3-3/4"	0000-1908	2
1.60 Carbide Full Length Sleeve (Orifice)	0000-1910	5
1.40 Carbide Full Length Sleeve (Orifice)	0000-1923	2
1-1/2 in. Combination Wrench	0000-1924	1
Oring, 216 Viton D75	0000-1925	56
Oring 216 Nitrile D90 (Backup Ring)	0000-1926	50
Oring 218 Nitrile D90 (Backup Ring)	0000-1927	50
18-8 Stainless Steel, 8-32 Thread, 5/16"	0000-1928	200
Connector Housing 1750 (material BeCu)	0000-1931	2
EM Washer (material BeCu)	0000-1932	2
Upper Body 1750 (material BeCu)	0000-1933	1
Gamma Pressure Housing OAL 30.926" (material BeCu) OD 1.750/ ID 1.441	0000-1936	1
1/2"drive 7/8"shallow 6-point socket	0000-1939	2
X70 Blue shop towels	0000-1940	5
9.00" EM Rubber Fin	0000-1952	2
Oring-120 75D, Viton	0000-1959	50
Oring-120 90D, Nitrile	0000-1960	50
6.5" Ground Plug, Non Ported	0000-1965	4
8" Ground Plug, Non Ported	0000-1969	4
8" Ground Set Screw, Ported	0000-1970	4
Internal Snap ring, 5/8" bore, Stainless Steel	0000-1971	10
XEM Overshot Rotation Head	0000-1972	1
EM ANT EXTENTION 25M	0000-2005	2
EMTGap Joint	0000-2006	1
RockShox High-Pressure Shock Pump, 300 psi max	0000-2007	2
Castle Nut Wrench 4.75"	0000-2014	1
Reverse Polarity TNC(F) - N(M) Adapter	0000-2019	7
BATTERY PLUG, NITRONIC 50	BATC0002-02A	14
FUSE, PICO, 7AMP, FOR BATTERIES	BATC0005	50
N-M2M Shock & Vib SMART4 150°C	BATM2007	1
POWER SCREW	BLSC0001B	146
CABLE, 10 CONDUCTOR, 24 AWG SHIELDED, (PER METER)	CBCT0010	10

CABLE, DB9 SERIAL, 6FT, STRAIGHT THRU M/F	CBSR0004	4
CABLE, DB9 MALE TO DB9 FEMALE, 6FT	CBSR0008	1
CABLE, SERIAL, PASON/CHINO, 40.20, 25 FT	CBTE0007	2
SOLDER WICK, #2, YELLOW	CNSA0044	7
NOZZLE, LOCTITE, H/D SQ, SINGLE	CNSA0058B	33
COTTON TIP APPLICATORS 6"- BAG OF 100	CNSA0135	1
BRUSH, MG 851, BRASS	CNSA0136	2
KIMWIPES, MG, 4.4" X 8.4", 1 PLY, DELICATE TASK	CNSA0153	1
WAX, ESD, 5 GALLON PAIL	CNSA0171	1
SCUFF PAD, 6" X 9", MAROON, HEAVY DUTY, SCUFF AND CLEAN	CNSA0181	8
THREADLOCKER, RED, LOCTITE 2760, 50mL	CNSA0297	1
THREADLOCKER, BLUE, LOCTITE 243, 50mL	CNSA0298	1
A + B EPOXY PUTTY, 2 PART WHITE, 15.5oz KIT	CNSA0303	1
BATTERY, 6 VOLT LANTERN, ALKALINE	CNSB0001	5
BATTERY, AA, ALKALINE	CNSB0002	1
BATTERY, AAA, ALKALINE	CNSB0003	14
BATTERY, D, ALKALINE	CNSB0004	6
BATTERY, C, ALKALINE	CNSB0005	4
BATTERY, 9 VOLT, ALKALINE	CNSB0006	2
BATTERY, 1.5V BUTTON CELL, TYPE LR44, ALKALINE, FOR DIGITAL CALIPERS	CNSB0007	1
SPONGE, FOR SOLDER TIPS	CNSC0016	2
ELECTRONICS CLEANER, QD, 312GM	CNSC0021	2
OIL, NU-CAL 1 QT VACUUM PUMP OIL	CNSL0013	5
Jet Lube TF-15	CNSL0018	16
PAINT MARKER, WHITE	CNSM0002	5
PAINT MARKER, RED	CNSM0003	3
PAINT MARKER, YELLOW	CNSM0004	2
HEAT SHRINK 3/32" X 4", SEMI RIGID, KYNAR, PVDF (2:1)	CNSS0026	100
HEAT SHRINK, 3/4 X 4, Black	CNSS0041	36
HEAT SHRINK, FEP, 3:1 RATIO, HIGH TEMP (204C), 0.248"ID, CLEAR	CNSS0065	48
HEAT SHRINK, FEP, 3:1 RATIO, HIGH TEMP (204C), 1.250"	CNSS0066	16
TAPE, FLAGGING FLUORESCENT ORANGE 1"X150' ROLL	CNST0001	1
TAPE, ELECTRICAL, BLACK	CNST0003	3
TAPE, TEFLON, 1/2" x 180" ROLL	CNST0004	2
TAPE, TEFLON, 3/4"	CNST0007	9
TAPE, ELECTRICAL, RED	CNST0010	3
WIRE, 24 AWG, WHITE, TEFLON COATED, 100 FT ROLL	CNSW0010	2
KINTEC HOUSING	CNTR0008	3
THREAD PROTECTOR, MALE	CNTR0009B	149
SPLIT COLLAR (Pair)	CNTR0010	25
CENTRALIZER SPRING WASHER	CNTR0011	50
FIN, HIGH TEMP, FOR CENTRALIZER/DUMMY SWITCH, HNBR	CNTR0025	17
TOOL BOX, 16 COMPARTMENT	CONT0003B	2
TOOL BOX, 26", PLASTIC	CONT0009B	2

SOFTWARE KEY, MARX, (DONGLE)	CPED0071	12
INK CARTRIDGE, HP94, BLACK	CPPT9006	2
INK CARTRIDGE, HP95, COLOR	CPPT9007	1
POWER BAR 7 OUTLET SURGE PROTECTOR	CPPW0001	2
PRINTEX 8-3/4 x 140' ROLLED FAN FOLD THERMAL PAPER	CPTP0001	1
Printex 8.75"X6.25"FF 800 SH PREM THERM (BOX)	CPTP0002	8
MPRx RECEIVER PCB ASSEMBLY CARD PCI FORM FACTOR	DWCP0024	3
LAVERSAB - MHS031000 RUBBER DUCKY ANTENNA 900MHZ	DWCP0045	6
IP920A C1D20A 900 MHZ ETHERENT SPECTRANT RADIO MODEM (DRILLWELL SHACK)	DWCP0065	3
MPRx CARD FOR LAVERSAB W/O PCI	DWCP0090	17
BULKHEAD RETAINER, UPPER 6-PIN	ELBH0001	150
BULKHEAD RETAINER, LOWER 4-PIN	ELBH0002	9
SPLIT SHELLS, KINTEC (SET OF 2)	ELSS0001	202
SPRING, VALVE, 1F/2R, DART FLOAT	FLDP0004	10
REPAIR KIT, 2F/3R, DART FLOAT, METAL	FLKT0015	1
Repair kit, 3-1/2" IF, dart float, rubber	FLKT0018	1
Repair kit, 3-1/2" IF, dart float, metal, ported	FLKT0019	1
VALVE, 2F/3R, DART FLOAT (Ported)	FLOT2001	3
Valve, 3-1/2 IF, dart float, "FA", with baffle plate	FLOT6000B	2
HOUSING, TOP MDM, FOR SCINTILLATION DETECTOR	GAMA0013	47
MODULE END, FOR SCINTILLATION DETECTOR	GAMA0016	7
HOUSING, FOR MALE SCINTILLATION CONNECTOR, NEWSKO ROTARY	GAMA0018B	2
LANDING SLEEVE,3-1/8"	LSMS0013	2
ORIFICE COLLAR	LSOC0002	2
MOTOR WINDING HOUSING, FACE PLATE	MWHS0002C	2
MOTOR WINDING HOUSING, TOP PLATE	MWHS0003D	2
SPACER, MOTOR WINDING	MWHS0004	14
ORING, 004, VITON D75	ORNG0004	240
ORING, 006, VITON D75	ORNG0006	393
ORING, 012, VITON D75	ORNG0012	15
ORING, 013, VITON D75	ORNG0013	25
ORING, 015, VITON D75	ORNG0015	24
ORING, 016, VITON D75	ORNG0016	11
ORING, 017, VITON D75	ORNG0017	63
ORING, 018, VITON D75	ORNG0018	47
ORING, 020, VITON D75	ORNG0020	669
ORING, 022, VITON D75	ORNG0022	240
ORING, 023, VITON D75	ORNG0023	895
ORING, 030, VITON D75	ORNG0030	349
ORING, 118, VITON D75	ORNG0118	475
ORING, 124, VITON D75	ORNG0124	282
ORING, 125, VITON D75	ORNG0125	197
ORING, 127, VITON D75	ORNG0127	137
ORING, 128, VITON D75	ORNG0128	50
ORING, 130, VITON D75	ORNG0130	399

ORING, 131, VITON D75	ORNG0131	213
ORING, 136, VITON D75	ORNG0136	329
ORING, 149, VITON D75	ORNG0149	4
ORING, 215, VITON, D75	ORNG0215	73
ORING, 218, VITON, D75	ORNG0218	559
ORING, 220, VITON, D75	ORNG0220	79
ORING, 221, VITON, D75	ORNG0221	125
ORING, 226, VITON, D75	ORNG0226	262
ORING, 231, VITON, D75	ORNG0231	199
ORING, 233, VITON V75	ORNG0233	27
ORING, 238, VITON, D75	ORNG0238	39
ORING, 311, VITON, D75	ORNG0311	90
ORING, 321, VITON D75	ORNG0321	156
ORING, 316, VITON V50	ORNG5316	52
ORING, 319, VITON D50	ORNG5319	25
ORING, 320, VITON V50	ORNG5320	86
POLY-PAC, 1.75" X 2.00" X 0.125", POLY, LOW TEMP	ORNG9008	56
ORING, 118, VITON D90	ORNG9118	327
ORING, 006, VITON V1238	ORPV0006	98
ORING, 013, VITON V1238	ORPV0013	29
ORING, 015, VITON V1238	ORPV0015	228
ORING, 016, VITON V1238	ORPV0016	182
ORING, 020, VITON V1238	ORPV0020	1,622
ORING, 022, ORING V1238	ORPV0022	49
ORING, 023, VITON V1238	ORPV0023	791
ORING, 035, VITON V1238	ORPV0035	35
ORING, 118, VITON V1238	ORPV0118	1,891
ORING, 123, VITON V1238	ORPV0123	224
ORING, 124, VITON V1238	ORPV0124	1,299
ORING, 125, VITON V1238	ORPV0125	344
ORING, 127, VITON V1238	ORPV0127	374
ORING, 218, VITON V1238	ORPV0218	1,513
ORING, 220, VITON V1238	ORPV0220	89
ORING, 228, VITON V1238	ORPV0228	175
ORING, 231, VITON V1238	ORPV0231	72
ORING, 233, VITON V1238	ORPV0233	50
ORING, 236, VITON V1238	ORPV0236	50
ORING, 241, VITON V1238	ORPV0241	18
ORING, 248, VITON V1238	ORPV0248	21
ORING, 321, VITON V1238	ORPV0321	50
TEMPERATURE STRIP, THERMAX, RANGE C, LEVEL 10	PCBC0005B	14
PCB ASSY, TPSD (DRIVER SIDE) FOR 150C DCM	PCBC0012B	1
CAPACITOR, TH3, 330uF	PCBC0048	3
CAP CER 0.47UF 100V X7R RADIAL	PCBC0056	19
RESISTOR, 100 OHM, 0.25W, 1% 1206 SMD	PCBC0057	4,063
RESISTOR, 1K OHM, 1%, 0.5W, SMD	PCBC0058	1,414
RESISTOR, 10.0K OHM, 0.5W, 1% 1206 SMD	PCBC0060	4,100
RESISTOR, 20.0K OHM, 0.25W, 1%, 1206 SMD	PCBC0061	5,689
RESISTOR, 49.9K OHM, 0.25w, 1%, 1206 SMD	PCBC0062	365

RESISTOR, .10 OHM, 3W, 1%, SILICONE (ALSR3F-.10-ND)	PCBC0064	73
DIODE, 200V, 1A, THROUGH HOLE, AXIAL, MUR120RLOSCT-ND	PCBC0065	37
DIODE, ZENER, 500W, SA5V	PCBC0066	48
IC, MOSFET BRIDGE DRIVER, 3 PHASE, 200MA (IR2130S-ND)	PCBC0067	30
TRANSISTOR, MOSFET N-CHANNEL, 100V, 1A, 4-DIP	PCBC0144	26
RESISTOR, 200K, 0.25W, 1%, 1206 CASE	PCBC0202	4,560
DIODE GEN PURP 600V 2A DO214AA	PCBC0204	25
CAPACITOR, TANTALUM, 10uF, 35V, 10%, 175C	PCBC0206	1,164
CAP CER 10000PF 50V 10% RADIAL	PCBC0207	317
TVS, 600W, 15V, BIDIRECTIONAL	PCBC0208	1,316
CAP CER 10000PF 50V 10% X7R 0805	PCBC0464	184
ASSEMBLY, POWER SUPPLY BOARD FOR THE 177C	PCBC0585E	2
ASSEMBLY, TRANSORB BOARD, POPULATED	PCBC0674B	20
CAP CER 0.1UF 50V 5% C0G 1206	PCBC0676	66
CAP CER 820PF 500V 5% COG 1206	PCBC0677	168
CAP CER 0.47UF 50V 5% X8L 1206	PCBC0678	70
RESISTOR, 15.8k Ohm, 1/4W, 1%, 1206 SMD	PCBC0679	128
RESISTOR, 118k Ohm, 1/4W, 1%, 1206 SMD	PCBC0680	370
RESISTOR, 499k ohm, 1/4W, 1%, 1206 SMD	PCBC0681	383
IC MCU 8 bit, 48kb, flash, 28SOIC	PCBC0684	50
RESISTOR, 4.70k ohm, 0.5W, 1%, 1206 SMD	PCBC0685	373
IC OPAMP GP AD8629 R-R, 8SOIC	PCBC0688	165
TEST POINT SM WHT TERM	PCBC0689	601
CAP TANT 100UF 10V 10% 2917	PCBC0693	21
CAP CER 470PF 50V 5% NP0 0805	PCBC0696	102
CAP CER 0.047UF 25V 5% NP0 0805	PCBC0697	43
DIODE SCHOTTKY 100V 2A SMB	PCBC0707	31
DIODE ZENER 12V 400MW ALF2	PCBC0708	12
INDUCTOR POWER WW 100uH	PCBC0710	33
MSS1260T SERIES HTPOWER INDUCTOR 82uH	PCBC0712	28
TRANS NPN 100V 2A SOT-223	PCBC0713	191
MOSFET P-CH 60V 3A 8-SOIC(NDS9407)	PCBC0715	121
RES 10 OHM .5W 5% 1206 SMD	PCBC0718	20
RES 10.0K OHM .4W 1% 0805 SMD	PCBC0719	90
RES 68.1K OHM 1/8W 1% 0805 SMD	PCBC0722	53
RES 470 OHM .33W 1% 0805 SMD	PCBC0723	90
RES 0.02 OHM 1/2W 1206 1% SMD	PCBC0724	70
RES 49.9K OHM 1/8W 1% 0805 SMD	PCBC0726	79
CAP CER 0.22UF 50V 10% X8R 1206 (12065F224K4T2A)	PCBC0730	27
MOSFET N-CH 100V 48A DPAK	PCBC0743	35
SPLINE NUT REV A	PDCP0004A	35
LARGE COPPER CRIMP RING	PDCP0005	55
LOWER BELLOWS SEAL HOUSING (WITH LASER MARK OF PO#)	PDCP0007B	32
FLANGE BEARING	PDCP0008	52
FLANGE	PDCP0010	17
MOTOR COUPLING	PDCP0011	3

DRIVER SCREEN NEW	PDCP0014	1
SPLINE SHAFT COUPLING	PDCP0015	7
DRIVER BELLOW	PDCP0016B	262
VITON BLADDER MEMBRANE, 4"	PDCP0019	19
SPLINE SHAFT	PDCP0021A	4
MOTOR HOUSING (WITH LASER MARK OF PO# AND PART#)	PDCP0023B	27
Coupling insert, high temp, 85 durometer, shore A	PDCP0025	87
BALL COUPLING	PDCP0027	10
MOTOR BEARING	PDCP0030	20
COMPENSATOR MEMBRANE SUPPORT, HIGH TEMP (WITH LASER MARK OF PO# AND PART #)	PDCP0031B	81
LINEAR DRIVE LOCK NUT	PDCP0033D	13
LOWER MOTOR COLLAR	PDCP0037	2
UPPER MOTOR COLLAR	PDCP0038	39
SPLINE SHAFT COUPLING (Power Screw)	PDCP0039B	12
SPLINE SHAFT (Power Screw)	PDCP0040B	4
SHAFT & MAGNET ASSEMBLY, FOR NEWSKO DESIGN	PDCP0044	4
STEPPER MOTOR NVADER ASSEMBLY, MOTOR WITH CONNECTOR, ROTARY PULSER	PDCP0049B	1
ROTOR, HANGING, NVADER, 1.02" TANG (1.375 OD)	PDHG0003C	2
HOUSING, HANGING STATOR, 2" OD	PDHG0008	4
SHAFT, HANGING PULSAR ROTARY	PDHG0009C	6
WIPER, 1.375 x 1.750, HANGING PULSER, FOR RESISTIVITY	PDHG0011	37
UPPER BELLOWS SEAL HOUSING (WITH LASER MARK OF PO# AND PART #)	PDHS0002B	60
CIRCUIT CARRIER FOR 150C DCM, NON DETACHABLE PIGTAIL	PDHS0007H	1
CIRCUIT COLLAR (WITH LASER MARK OF PO# AND PART #)	PDHS0008B	115
CIRCUIT CARRIER FOR 177 DCM (MODULAR DESIGN)	PDHS0012C	59
CARRIER, CIRCUIT, 180 DCM	PDHS0016	4
LINEAR SHAFT HOUSING, HIGH TEMP	PDHT0004	21
BEARING FLANGE, HIGH TEMP	PDHT0005	11
NUT, LOCKING, HIGH TEMP	PDHT0011	15
HOUSING, PURGE, HT, FOR NEWSKO FEMALE ROTARY CONNECTOR	PDHT0012B	59
BEARING, FLANGED, (NON-SHIELDED), STAINLESS STEEL, FOR HIGH TEMP DRIVER (SSRF-4 )	PDHT0014	8
177C, PULSER DRIVER ASSEMBLY, MECHANICAL SUBASSEMBLY	PDND0177B	2
CONNECTOR, HOSE, 3/8" TUBE ADAPTER, 1/4"ID BRASS	PURG0003	7
PURGE VALVE CONNECTOR, MALE	PURG0052	1
1/2" THREADED TO NIPPLE	PURG0093	43
ELECTRIC ACTUATOR, 3-WAY BALL VALVE	PURG0351	2

SPRING, CANTED, 0.280" I/D, FOR ROTARY CONNECTORS	RCAC0001	4
SPRING, CANTED, 0.287" I/D, FOR ROTARY CONNECTORS	RCAC0002	9
SPRING, CANTED, 0.588" I/D, FOR ROTARY CONNECTORS	RCAC0003	3
SPRING, CANTED, 1.290" I/D, FOR LOCKING STINGER	RCAC0015	1
CONNECTOR, KINTEC 4 PIN 6 SOCKET HIGH TEMP (GOLD BAND)	RCKT0001	6
CONNECTOR, KINTEC 6 PIN 4 SOCKET HIGH TEMP (GOLD BAND)	RCKT0002	190
CONNECTOR KINTEC 4 PIN 6 SOCKET LOW TEMP (BLACK BAND)	RCKT0003	53
CONNECTOR, MDM, 15 SOCKET, MWDM1L-15S-6K5-18B	RCMD0002	13
CONNECTOR, MDM, 15 PIN, MWDM1L-15P-6K5-18F	RCMD0003	54
CONNECTOR, MDM, M83513/10-B03CP, MALE, PCB MOUNT	RCMD0005	103
CONNECTOR, MDM, M83513/13-B03CP, FEMALE, PCB MOUNT	RCMD0006	108
CONNECTOR, MDM, 21 SOCKET, MWDM1L-21S-6K5-18B	RCMD0008	61
PIGTAIL ASSEMBLY BATTERY AND GAMMA 4 PIN KINTEC	RCPT0003B	2
CONNECTOR, ROTARY, 10 WIRE CHANNEL MALE FLYING LEADS	RCPT0012	33
CONNECTOR ASSEMBLY PIGTAIL, FEMALE ROTARY, FOR MOTOR	RCPT0017	16
HARNESS, MAIN, FOR DRIVER BOARD	RCPT0023B	135
HARNESS, SECONDARY, FOR DRIVER BOARD	RCPT0024	153
PIGTAIL ASSEMBLY, BATTERY, NEWSKO MALE ROTARY, 9.75"	RCPT0033B	1
PIGTAIL, ASSEMBLY, GE SCINTILLATION, NEWSKO MALE ROTARY, 8.5"	RCPT0045	1
CONNECTOR ASSEMBLY, MALE NEWSKO ROTARY	RCRT0009D	69
CONNECTOR, DRIVER MOTOR, NEWSKO MALE ROTARY (WITH FLYING LEADS)	RCRT0012A	34
SUB, TOP, JAR DOWN, 1-3/8"	REOS0001	1
OVERSHOT BELL, 1.75"	REOS0009	5
ROPE SOCKET	REOS0012	1
OVERSHOT BELL, 2.25"	REOS0018	3
OVERSHOT COMPRESSOR	REOS0019	1
PIPE SCREEN RING ADAPTOR, SMALL TO LARGE SCREEN	REPS0013	4
PIPE SCREEN, SMALL HUB, 24" LENGTH	REPS0015	7
PIPE SCREEN, (1/4"TH), 2"OD X 3'L, 304SS	REPS0019	1
SCREEN FLANGE, 3-1/2"IF, 17-4HT, FOR THICK SCREENS	REPS0021	1
SCREEN FLANGE 4FH	REPS0022	1
RING BAR	RERB0002	2



SINKER BAR, 3 FT	RESB0002	2
SPANG JAR	RESJ0001	2
MALE CONNECTOR PROTECTOR	RTYC0002B	4
FEMALE CONNECTOR HOUSING (NEWSCO CONNECTORS)	RTYC0003D	7
MALE CONNECTOR BULKHEAD (NEWSCO CONNECTORS)	RTYC0004B	5
MALE CONNECTOR SLEEVE (NEWSCO CONNECTORS)	RTYC0006E	57
BATTERY CONNECTOR HOUSING (NEWSCO CONNECTORS)	RTYC0007B	3
FEMALE CONNECTOR PROTECTOR	RTYC0009	9
MALE CONNECTOR HOUSING (NEWSCO CONNECTORS)	RTYC0010B	2
MALE CONNECTOR SPLIT SHELLS (SET) (NEWSCO CONNECTORS)	RTYC0014A	4
2-1/4" TRIM TOOL for STRAIGHT BLADE FINS, ROTARY CENTRALIZERS	RTYC0021	6
2-11/16" TRIM TOOL for STRAIGHT BLADE FINS, ROTARY CENTRALIZERS	RTYC0022	3
CUTTER, FIN, 3-1/2" IF 17-4 HT (COLLAR MOUNTED FIN CUTTERS FOR CLAMSHELL R	RTYC0026	1
CARTRIDGE/FILTER (PAIR) FOR FULL FACE MASK (SAFE0012)	SAFE0013	8
GLASSES, SAFETY, CLEAR LENS	SAFE0102	1
GLOVES, LATEX, POWDER FREE, X-LGE, 100 PER BOX	SAFE1004	2
BLADE, BLANK, SCREWS INCLUDED, FOR TW/TWC-1 & TW/TWC-2 WIRE STRIPPER	SHEQ0078	1
FLEXISEAL, ROTARY SEAL	SLFS0002	54
SNAP RING, 112, FOR CENTRALIZER	SNAP0001	971
SNAP RING, INTERNAL, FOR MOTOR HOUSING	SNAP0004	412
SNAP RING, INTERNAL, 1/2" DIA., 0.035" THICK	SNAP0008	42
SNAP RING, 1-3/16", FOR NVADER, STAINLESS STEEL	SNAP0010	22
RING, LIGHT DUTY, 0.862"D	SNAP0014	43
RETAINER RING, 118, LIGHT DUTY SPIRAL	SNAP0118	57
SNUBBER, NEWSCO, FOR BATTERY/DRIVER/SCINTILLATION	SNBB0001	43
TENSOR DRIVER SNUBBER ASSEMBLY COMPLETE	SNBD0002	78
SNUBBER, UPPER DRIVER PIGTAIL	SNBD0003B	2
COMPLETE ELECTRONICS SNUBBER ASSEMBLY	SNBE0002	22
SNUBBER, TRANSORB, FOR GE ELECTRONICS ASSEMBLY	SNBE0003	6
SNUBBER, TRANSORB, FOR XXT ELECTRONICS ASSEMBLY	SNBE0004	4
SNUBBER INSERTS	SNBI0001	112
SNUBBER TAPERED DOWEL PIN, 5/0 X 1/2" STAINLESS	SNBP0001	391
SNUBBER BOTTOM	SNBP0002B	4
BATTERY SNUBBER TOP	SNBP0005A	4

SNUBBER ARM	SNBP0006C	60
SCREW, SOCKET SET, 6/32-32 X 1/4", CUP POINT, STAINLESS	SSCP0001	1,090
SCREW, SOCKET SET, 1/4-20 X 1/4", CUP POINT, STAINLESS	SSCP0003	77
SCREW, SOCKET SET, 8-32 X 1/8", CUP POINT, STAINLESS	SSCP0005	105
SCREW, SOCKET SET, 3/4" X 5/8", CUP POINT, BLACK OXIDE	SSCP0006	194
SCREW, SOCKET SET, 3/4" X 1-3/4", CUP POINT, BLACK OXIDE	SSCP0010	1
SCREW, SOCKET SET, 3/4" X 2", CUP POINT, BLACK OXIDE	SSCP0011	255
SCREW, SOCKET SET, 3/4" X 2-1/2", CUP POINT, BLACK OXIDE	SSCP0013	46
SCREW, SOCKET SET, 1/4"-20 X 3/8", CUP POINT, SST	SSCP0018	131
SCREW, SOCKET SET, 6-32 X 1/8", CUP POINT, STAINLESS	SSCP0019	131
SCREW, SOCKET SET, 8-32 X 1/4", CUP POINT, STAINLESS	SSCP0020	138
SCREW, SOCKET SET, 3/4" X 1-1/4", CUP POINT, BLACK OXIDE	SSCP0022	108
SCREW, SOCKET SET, 4-40 X 1/8", CUP POINT, STAINLESS	SSCP0023	553
SCREW, SOCKET HEAD CAP, 6-32 X 3/8", STAINLESS	SSCP0024	114
SCREW, SOCKET HEAD CAP, 6-32 X 3/16", BRASS	SSCP0027	270
SCREW, SOCKET SET, 3/4" X 3", CUP POINT, BLACK OXIDE	SSCP0032	224
SCREW, SOCKET SET, 1-72 X 1/8", CUP POINT, STAINLESS	SSCP0036	287
SCREW, FLAT HEAD PHILLIPS, 10-32 X 3/8", STAINLESS	SSCP0037	270
SCREW, SOCKET SET, 8-32 X 3/16", CUP POINT, STAINLESS	SSCP0039	341
SCREW, SOCKET SET, 6-32 X 1/8", CONE POINT, STAINLESS	SSCP0043	593
SCREW, 6-32 x 3/32" STANDARD SOCKET, STAINLESS	SSCP0044	558
SCREW, SOCKET SET, 1/4-20 x 3/8", DOG POINT, Alloy Steel	SSDP0003	93
SCREW, SOCKET SET, 10/32 X 1/4, FLAT POINT, STAINLESS W/ BRASS	SSFP0002	44
SCREW, SOCKET SET, 10-32 X 3/16, FLAT POINT, BRASS	SSFP0003	67
SCREW, SOCKET, 6-32 X 1/8" L, STAINLESS WITH BRASS TIP	SSFP0006	65
SCREW, SOCKET, 6-32 X 3/4", HEAD CAP, STAINLESS	SSHC0001	211
SCREW, SOCKET, 6-32 X 1/2", HEAD CAP, STAINLESS	SSHC0002	191

SCREW, SOCKET, 4-40 X 1/4", HEAD CAP, STAINLESS	SSHC0003	1,616
SCREW, SOCKET SET, 2-56 X 3/8", HEAD CAP, STAINLESS	SSHC0009	17
SCREW, SOCKET, METRIC, M3 / .50 X 12, HEAD CAP	SSHC0018	98
SCREW, SOCKET, 10-32 X 1/2", HEAD CAP, BRASS	SSHC0019	24
SCREW, SOCKET, 4-40 X 3/8", HEAD CAP, STAINLESS	SSHC0023	166
SCREW, SLOTTED, HEAD CAP, METRIC, 3MM (D) X 40MM (L), SS, 18-8	SSHC0037	45
SCREW, ROUND HEAD, COMBINATION, 1/4-20 X 1" L	SSHC0045	100
NUT, HEX, 7/16-20, ACORN, NVADER, STAINLESS with NITRITE COATING	SSLN0006	471
SCREW, PHILLIPS, 6-32 X 1/4", FLATHEAD, STAINLESS	SSPF0002	2,044
SCREW, PHILLIPS, 8-32 X 3/8", MACHINE FLAT UNDER CUT, STAINLESS	SSPF0008	172
SCREW, PHILLIPS, 10-32 x 5/16", UNDERCUT FLAT MACHINE, STAINLESS	SSPF0015	4
SCREW, PHILLIPS, 2-56 X 3/8", PAN MACHINE CAP, STAINLESS	SSPM0001	58
SCREW, PHILLIPS, 2-56 X 1/4", PAN MACHINE CAP, STAINLESS	SSPM0002	141
PIN, SPRING, 1/8" X 5/8", PIPE SCREEN, SS	SSRP0001	173
PIN, SCREEN, 1/8" X 1", PIPE SCREEN, SS	SSRP0005	104
WASHER, FLANGE SPACER, LINER DRIVE ASSEMBLY	SSWS0002	1,910
BRASS WASHERS, SIZE 2, 0.092 ID X 3/16" OD X .018 THK	SSWS0020	233
SHIM, ROUND, 3/8" OD X 1/4" ID	SSWS0032	15
WASHER, SPRING, 3 WAVE, 0.780" ID X 1" OD, 0.12" THICK	SSWW0002	421
WASHER, WAVE, SPRING, 0.750"D	SSWW0015	18
WASHER, WAVE, 0.397" ID X 0.484" OD, STEEL, PLAIN FINISH	SSWW0016	13
Tensor Style RAM Stop 5.5"	STNG0022	2
NUT, 2"FIG.1502 "WEDCO" 9LBS. (TRANSDUCER PART) HAMMER UNION	SUBP0016	5
FEMALE SUB: 2" FIG 1502 "WECO" W/SEAL RING THREADED 5LBS HAMMER UNION	SUBP0017	1
DUMMY SWITCH, ROTARY NEW STYLE (MODIFIED WITH HOLES)	SWCP0013C	2
FLUKE 440MA 1000V FUSE FOR 77 79 80 SERIES	TCBC0086	8
DRIVER CONTROL MODULE, 177C (W/O PIGTAIL)	TCMA1000C	2
IBOB METAL PLATE BATTERY, CUT, BENT, POWDER COAT	TEBB0005C	7
IBOB METAL PLATE, CUT, BENT, POWDER COAT	TEBB0007B	8

ASSEMBLY, MALE CONNECTOR (TELEMETRIX BOM)	TELE0005	2
MAGNET, DISC, 1/4" D, 0.100" TH, 2.8 PULL LBS, SAMARIUM COBALT TYPE 2-17	TEMG0001	67
Infrared Thermometer	TEMM0016	3
HOUSING, MALE ROTARY TO 4 PIN KINTEC CROSSOVER	TEXO0003A	5
HOUSING, FEMALE ROTARY TO 6 PIN KINTEC CROSSOVER	TEXO0004A	4
WRENCH, ALLEN, 7/64"	TLAW0003	9
WRENCH, ALLEN, 1/2", LONG HANDLE	TLAW0012	2
WRENCH, ALLEN, 3/8"	TLAW0022	1
WRENCH, ALLEN, 9/64"	TLAW0023	9
1/2 DRIVE IMPACT x 3/8 HEX BIT	TLAW0027	1
WRENCH, ALLEN, 0.050"	TLAW0060	19
CRIMP ARM CLAMP	TLCR0001B	1
CRIMP ARM 2 OF 2	TLCR0002B	3
CRIMP ARM 1 OF 2	TLCR0004B	3
COMPLETE ASSEMBLY, NEWSKO CRIMPING WRENCH	TLCR1000	2
FILE, 12", FLAT	TLFL0002	1
FILE, 8" THREE CORNER, 3 POINT COARSE CUT (BASTARD)	TLFL0004	2
FLASHLIGHT, LANTERN, SQUARE, EXPLOSION PROOF, ORANGE	TLLT0001	1
500W HALOGEN WORK LIGHT	TLLT0003	2
TORPEDO LEVEL	TLPD0002	1
PLIERS, SNAP RING, 377, LARGE	TLPL0008	1
PLIERS, LOCKING, NEEDLENOSE, 6"	TLPL0017	1
SCRIBE, DOUBLE ENDED	TLSC0002	2
SCREWDRIVER, MULTI-HEAD	TLSD0008	1
BIT, SCREWDRIVER, #1-#2 PHILLIPS, FOR TLSD0008 MULTI-HEAD SCREWDRIVER	TLSD0047	6
SOCKET BIT, HEX, 3/8" X 1/2"	TLSK0002	2
FLEX HANDLE 16" LONG, 1/2" DRIVE	TLSK0015	1
EXTENSION BAR, 10", FOR 1/2" DRIVE	TLSK0021	5
Socket, 3/8" drive, open stock, 6 points (5/8")	TLSK0027	10
1/2" Drive 6 point socket, 22mm	TLSK0030	8
HAKKO 2.4MM TIP FOR FX888 STATION T18D24	TLSO0004	10
HAKKO 1.6MM TIP FOR 926 STATIONS	TLSO0016	3
PACE TIP FLAT BLADE .25 1121-0402	TLSO0028	4
PACE 1/32" CONICAL TIP 1121-0336	TLSO0033	12
SOLDER LEAD FREE HIGH TEMP .020", 1 LB ROLL	TLSO0048	9
HACKSAW BLADES 12" 24 TOOTH	TLSW0001	6
HACKSAW	TLSW0006	1
KNIFE BLADE, UTILITY, OLFA REPLACEMENT (PKG OF 10)	TLSW0008	1
KNIFE, UTILITY, OLFA	TLSW0009	1
CALIPER FRICTION JOINT 12" INSIDE	TLTM0008	5
CALIPER 12" OUTSIDE LEG. 16" MAX OPENING FRICTION JOINT CALIPER	TLTM0009	2

CALIBRATED MAGNETIC-FIELD INDICATOR 50-0-50 GAUSS RANGE	TLTM0011	1
TAPE MEASURE, 50M/165FT SPEEDWIND	TLTM0020	1
TAP 3/4" 10 UCG PLUG TAP NCID PIPE THREAD CHASE	TLTP0006	9
TAP, 6/32" BOTTOM	TLTP0012	1
TAP, 7/16-20, BOTTOM	TLTP0032	8
TAP, 6-32, BOTTOM	TLTP0040	4
TAP, UCG BOTTOMING 10-32	TLTP0050	1
TAP, 1/4" X 20, Taper	TLTP0053	1
WIRE BRUSH, SMALL	TLWB0001	11
WIRE BRUSH, LARGE	TLWB0002	1
WRENCH, PIPE WRENCH 24" PROCORE	TLWR0003	1
WRENCH, CRESCENT 8"	TLWR0008	1
WRENCH, OPEN BOX, 30 MM, PISTON WRENCH	TLWR0015	2
WRENCH, TORQUE, 1/2" DRIVE, 25-250 ft lbs	TLWR0028	2
WRENCH, TORQUE, 3/8" DRIVE, 8-80 FT LBS	TLWR0029	6
WRENCH, BARREL, NVADER STATOR, 2"	TLWR0037	2
TRANSDUCER, 0-1000 PSI	TRAN0005	9
STRAIN RELIEF, 1/2"	TRCP0009	7
NIPPLE 2"X4" THREADED AT BOTH ENDS EXTRA HEAVY DUTY	TRCP0034	6
TRANSDUCER PIGTAIL	TRCP9001	22
SHAFT, ROTARY, NVADER	VDCP0001B	4
LANDING SLEEVE, 2-7/8" NVADER	VDCP0003	8
COUPLING, SHAFT, ROTARY	VDCP0006D	2
PLANETARY GEAR BOX, MODIFIED	VDCP0007	1
ROTARY, GEAR SLEEVE	VDCP0008	7
LANDING SLEEVE, 5" NVADER	VDCP0009	7
ROTARY, PRESSURE COMPENSATOR SUPPORT	VDCP0010B	3
GEAR COUPLING	VDCP0012	14
ROTARY DRIVER BEARING, UPPER (1615-2RS)	VDCP0015	38
ROTARY DRIVER BEARING, LOWER (R8-NSK)	VDCP0016	48
GEAR COLLAR FOR PLANETARY GEARBOX	VDCP0017	10
LANDING SLEEVE, W/BIT NOZZLES, 5", NVADER	VDCP0022A	5
ORIFICE, LANDING SLEEVE, 5", NVADER	VDCP0023A	6
STATOR INTERNAL CARBIDE SLEEVE	VDCP0024B	7
Cap, stator (long threads)	VDCP0025E	6
CAP, STATOR, ORIENTED, FOR NVADER	VDCP0026C	4
LANDING KEY, 2-7/8" NVADER	VDCP0028A	14
Insert, blank, for 5" Nvader landing sleeve	VDCP0029C	38
LANDING SLEEVE, ORIENTED, 5", NVADER	VDCP0032C	2
LANDING KEY, 5" NVADER	VDCP0033A	8
ORIENTED NVADER STATOR WEAR SLEEVE	VDCP0034A	6
NOZZLE, BYPASS, 0.375" ID, CARBIDE, FOR NVADER	VDCP0042B	103
NOZZLE, BYPASS, 0.500" ID, CARBIDE, FOR NVADER	VDCP0043B	81
NVADER ROTOR TRIMMED, 0.250" (1/4")	VDCP0047	5
NVADER ROTOR	VDHS0002M	16
ROTARY, LOWER SEAL HOUSING	VDHS0003B	6

ROTARY, GEAR HOUSING	VDHS0004B	7
NVADER BEARING HOUSING	VDHS0005	7
ROTARY, UPPER SEAL HOUSING	VDHS0006B	5
HOUSING, STATOR, used w/INTERNAL ORIFICE	VDHS0013D	2
1/4" HOSE X 1/8" NPT FITTING	VLFT0011	1
BREATHER VENT SILENCER, NICKEL PLATED STEEL	VLFT0017	4

### Inventory In Calgary Warehouse - Motor Shop

Inventory		
Description	Serial Number	Available
Catch Nut, 5.00"	0000-1408	8
5.00 Catch Rod	0000-1951	9
5" Thrust bearing	500-003	4
5" Piston	500-005	8
5" Drive shaft	500-010	42
5.000 THRUST BEARING-ON BOTTOM IMS-0865	5000-1003	14
DU Bearing 48DU64	5000-1021	97
O-ring 2-234 (Bearing Adapter O-ring) N90	5000-1026	25
5" Rotor Adapter	500-011	76
5" Rotor Adapter (USED)	500-011UD	8
5" Bonnet	500-012B	32
5" Bonnet (USED)	500-012BUD	28
5" Rubber sleeves	500-013B	63
5" Catch Ring	500-020	5
5" Catch bolt 14"	500-021	42
5" Adjustable lower housing	500-025	5
Seal, Polypak, 3750-4000, for 5" motor	500-026	111
Kalsi seal, for the 5" lower housing	500-027	6
56 DU 72	500-028	14
Kalsi seal, for 5" piston (OBSOLETE NPSL05-015-02)	500-029	4
Wiper, D3000, for 5" motor	500-031	68
Oring, 2-148, for bonnets for 5" mud motor	500-034	11
3/8" x 2-1/2" I.D. 316 Stainless Steel BAND-IT Smooth ID	500-039	76
Preformed Clamp (small clamp)		
5" Position sleeve	500-040	1
Oring, 2-149, for 5" mud motor	500-045	19
6.625 DRIVE SHAFT	6000-1015	3
6-1/2" Lower housing	650-002	2
6-1/2" Thrust bearing	650-003	9
6-1/2" Rotor adapter	650-011	13
6.50 Rubber Sleeve	650-013	18
6.500 Fixed Bend Housing	650-015	4
6-1/2" Top Sub	650-018	6
6.50 Catch Ring	650-020	9
6-1/2" Catch bolt	650-021	13
6-1/2" Adjustable lower housing	650-025	6
Polypak 3750-4750	650-026	23
Kalsi seal, for 6-1/2" lower housing	650-027	20
76TH80 (DU)	650-028	4
Oring, 2-348 (90D) for piston, for 6-1/2" mud motor	650-030	78
Wiper, D3750, piston	650-031	26

Oring, 2-342, for bearing adapters for 6-1/2" mud motors	650-033	111
Oring, 2-240 for bonnets for 6-1/2' mud motor	650-034	43
5/8"x 4" ID 201 Stainless Steel Center Punch Preformed Clamp	650-035	32
Oring, 2-249, for 6-1/2" mud motor	650-038	36
1/2" x 3-1/2" I.D. 201 Stainless Steel BAND-IT Jr.® Smooth ID Preformed Clamp	650-039	26
Oring, 2-242, for 6-1/2" mud motor	650-040	16
6-1/2" Bend sub 3 degree	650-041	6
6-1/2" Upper housing	650-042	6
6.5" Adjustable Housing O-Ring	650-049	46
Orings, 232, nitrile D90	ORNT9232	45

### Inventory In Calgary Warehouse - Repair Parts

#### Inventory

Description	Serial Number	Available
Pigtail Assembly, DCM, Male Rotary Snubber	0000-1211	7
Oring, 216 Viton D75	0000-1925	107
Oring 216 Nitrile D90 (Backup Ring)	0000-1926	78
Oring 218 Nitrile D90 (Backup Ring)	0000-1927	71
18-8 Stainless Steel, 8-32 Thread, 5/16"	0000-1928	145
Connector Housing 1750 (material BeCu)	0000-1931	3
EM Washer (material BeCu)	0000-1932	2
Oring-120 75D, Viton	0000-1959	42
Oring-120 90D, Nitrile	0000-1960	46
Internal Snap ring, 5/8" bore, Stainless Steel	0000-1971	17
33" Diectional Sensor Pressure Housing	0000-2002	1
20.5" DPG Pressure Housing	0000-2004	1
Gamma Battery Cell	0000-2027	7
PDT BOW Spring Blades	0000-2034	8
PDT Spring Collar/Hub	0000-2035	2
PDT 1/4-20 X 1/2: Bolt	0000-2036	100
PDT 8/32 X 1/2" Socket Head Screw	0000-2037	50
SILICONE, DOW CORNING 3145 RTV,	CNSA0001	1
BATTERY, AA, ALKALINE	CNSB0002	1
ELECTRONICS CLEANER, QD, 312GM	CNSC0021	12
LUBRICANT, DOW CORNING 111, 5 OZ	CNSL0003	1
TAPE, KAPTON, 3/4"	CNST0005	8
TAPE, KAPTON, 1"	CNST0009	1
HOUSING, BARREL, SCINTILLATION PRESSURE, BERYLLIUM COPPER	GAMA0001	1
ORING, 013, VITON D75	ORNG0013	76
ORING, 015, VITON D75	ORNG0015	55
ORING, 016, VITON D75	ORNG0016	2
ORING, 017, VITON D75	ORNG0017	54
ORING, 018, VITON D75	ORNG0018	12
ORING, 020, VITON D75	ORNG0020	52
ORING, 022, VITON D75	ORNG0022	53
ORING, 023, VITON D75	ORNG0023	7
ORING, 027, VITON D75	ORNG0027	24
ORING, 030, VITON D75	ORNG0030	65
ORING, 113, VITON D75	ORNG0113	88
ORING, 118, VITON D75	ORNG0118	140

ORING, 123, VITON D75	ORNG0123	105
ORING, 124, VITON D75	ORNG0124	13
ORING, 125, VITON D75	ORNG0125	45
ORING, 127, VITON D75	ORNG0127	11
ORING, 130, VITON D75	ORNG0130	13
ORING, 213, VITON, D75	ORNG0213	67
ORING, 215, VITON, D75	ORNG0215	15
ORING, 217, VITON, D75	ORNG0217	25
ORING, 220, VITON, D75	ORNG0220	117
ORING, 311, VITON, D75	ORNG0311	14
ORING, 315, VITON V50	ORNG5315	131
ORING, 316, VITON V50	ORNG5316	24
ORING, 317, VITON V50	ORNG5317	85
ORING, 318, VITON D50	ORNG5318	46
ORING, 319, VITON D50	ORNG5319	134
ORING, 320, VITON V50	ORNG5320	160
ORING, 006, VITON V1238	ORPV0006	24
ORING, 013, VITON V1238	ORPV0013	36
ORING, 015, VITON V1238	ORPV0015	93
ORING, 016, VITON V1238	ORPV0016	16
ORING, 017, VITON V1238	ORPV0017	92
ORING, 020, VITON V1238	ORPV0020	36
ORING, 022, ORING V1238	ORPV0022	24
ORING, 023, VITON V1238	ORPV0023	22
ORING, 118, VITON V1238	ORPV0118	13
ORING, 123, VITON V1238	ORPV0123	107
ORING, 124, VITON V1238	ORPV0124	32
ORING, 125, VITON V1238	ORPV0125	70
ORING, 127, VITON V1238	ORPV0127	55
ORING, 130, VITON V1238	ORPV0130	15
ORING, 131, VITON V1238	ORPV0131	19
ORING, 213, VITON V1238	ORPV0213	65
ORING, 218, VITON V1238	ORPV0218	51
ORING, 220, VITON V1238	ORPV0220	22
DRIVER SCREEN NEW	PDCP0014	3
MOTOR BEARING	PDCP0030	12
PIGTAIL ASSEMBLY, BATTERY, NEWSKO MALE ROTARY, 9.75"	RCPT0033B	3
MALE CONNECTOR PROTECTOR	RTYC0002B	1
CONNECTOR SLEEVE (NEWSKO CONNECTOR or WIRELINE)	RTYC0005	1
FEMALE CONNECTOR PROTECTOR	RTYC0009	5
MALE CONNECTOR HOUSING (NEWSKO CONNECTORS)	RTYC0010B	2
MALE CONNECTOR SPLIT SHELLS (SET) (NEWSKO CONNECTORS)	RTYC0014A	3
SCREW, SOCKET SET, 10-32 X 3/16, FLAT POINT, BRASS	SSFP0003	4
SCREW, SOCKET SET, 2-56 X 3/8", HEAD CAP, STAINLESS	SSHC0009	30
TAP, UCG BOTTOMING 10-32	TLTP0050	1
ROTARY, GEAR SLEEVE	VDCP0008	1
STATOR INTERNAL CARBIDE SLEEVE	VDCP0024B	15



Cap, stator (long threads)	VDCP0025E	9
CAP, STATOR, ORIENTED, FOR NVADER	VDCP0026C	8
ORIENTED NVADER STATOR WEAR SLEEVE	VDCP0034A	9
NVADER ROTOR TRIMMED, 0.1875" (3/16")	VDCP0045	11
ROTARY, GEAR HOUSING	VDHS0004	1
HOUSING, STATOR, used w/INTERNAL ORIFICE	VDHS0013D	15

**SCHEDULE 10.2(a)**

**Form of Bring-Down Certificate**

**TO:** [Name of Vendor/Purchaser] [(the "Vendor")] [(the "Purchaser")]

**RE:** Agreement of Purchase and Sale dated [•] between the Vendor and the Purchaser (the "Agreement")

Unless otherwise defined herein, the definitions provided for in the Agreement are adopted in this certificate (the "Certificate").

I, [Name], [Position] of [Name of Vendor/Purchaser] [(the "Vendor")] [(the "Purchaser")] hereby certify that as of the date of this Certificate:

1. The undersigned is personally familiar, in [his][her] capacity as an officer of [Vendor][Purchaser], with the matters hereinafter mentioned.
2. Each of the covenants, representations and warranties of the [Vendor][Purchaser] contained in Section [5.1 / 5.2] of the Agreement were true and correct in all material respects when made and are true and correct in all material respects as of the Closing Date.
3. All obligations of [Vendor][Purchaser] contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.
4. This Certificate is made for and on behalf of the [Vendor][Purchaser] and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.
5. This Certificate is made with full knowledge that the [Vendor][Purchaser] is relying on the same for the Closing of the Transaction.

IN WITNESS WHEREOF I have executed this Certificate this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**[Name of Vendor/Purchaser]**

Per: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE 10.5**

**Form of Conditions Certificate**

**VENDOR'S CONDITIONS CERTIFICATE**

**TO: BDO CANADA LIMITED** (the "Proposal Trustee")

This Conditions Certificate (this "**Certificate**") is delivered pursuant to Section 10.5 of that certain agreement of purchase and sale, dated as of February 1, 2021 (the "**Purchase Agreement**") between **NEWSCO INTERNATIONAL ENERGY SERVICES INC.** (the "**Vendor**"), **BUFFALO OILPATCH SUPPLY INC.**, **SAWAFI AL-JAZEERA OILFIELD PRODUCTS AND SERVICES CO. LTD.** and **SAWAFI NEWSCO USA LLC** (the "**Purchaser**"). All capitalized terms used herein which have not been defined herein shall have the same meaning attributed thereto in the Purchase Agreement unless the context requires otherwise.

The undersigned [**officer/director**] of the Vendor hereby confirms to the Proposal Trustee, for and on behalf of the Vendor, but solely in his or her capacity as an [**officer/director**] of the Vendor and not in his or her personal capacity (and without incurring any personal liability), that:

1. the conditions to Closing set out in Sections 10.1 and 10.3 of the Purchase Agreement for the benefit of the Vendor have been fulfilled or performed to the Vendor's satisfaction and/or waived by the Vendor; and
2. the amount of the Transfer Taxes to be paid by the Purchaser on Closing is equal to \$[●].

*[The remainder of this page is left intentionally blank]*

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate as of the [●] day of [●], 2021.

**NEWSCO INTERNATIONAL ENERGY  
SERVICES INC.**

Per:

\_\_\_\_\_  
Name: William Melville  
Title: Chief Executive Officer

## PURCHASER'S CONDITIONS CERTIFICATE

**TO: BDO CANADA LIMITED** (the "Proposal Trustee")

This Conditions Certificate (this "**Certificate**") is delivered pursuant to Section 10.5 of that certain agreement of purchase and sale, dated as of February 1, 2021 (the "**Purchase Agreement**") between **NEWSCO INTERNATIONAL ENERGY SERVICES INC.** (the "**Vendor**"), **BUFFALO OILPATCH SUPPLY INC.**, **SAWAFI AL-JAZEERA OILFIELD PRODUCTS AND SERVICES CO. LTD.** and **SAWAFI NEWSCO USA LLC** (the "**Purchaser**"). All capitalized terms used herein which have not been defined herein shall have the same meaning attributed thereto in the Purchase Agreement unless the context requires otherwise.

The undersigned officer of the Purchaser hereby confirms to the Proposal Trustee, for and on behalf of the Purchaser, but solely in his or her capacity as an officer of the Purchaser and not in his or her personal capacity (and without incurring any personal liability), that:

1. the conditions to Closing set out in Sections 10.1 and 10.2 of the Purchase Agreement for the benefit of the Purchaser have been fulfilled or performed to the Purchaser's satisfaction and/or waived by the Purchaser; and
2. there are no Transfer Taxes to be paid by the Purchaser on Closing.

*[The remainder of this page is left intentionally blank]*

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate as of the [●] day of [●], 2021.

**SAWAFI NEWS CO USA LLC**

Per:

\_\_\_\_\_  
Name: Ibrahim Al Mubarak  
Title: President