

COURT FILE NUMBER 2001-06722

**COURT OF QUEEN'S BENCH
OF ALBERTA**

JUDICIAL CENTRE CALGARY

PLAINTIFF HSBC BANK CANADA, AS AGENT

DEFENDANT Q'MAX SOLUTIONS INC., FLUID HOLDINGS
CORP., Q'MAX SOLUTIONS HOLDINGS INC.,
1356760 ALBERTA LTD., and QMAX CANADA
OPERATIONS INC.

APPLICANT KPMG INC., IN ITS CAPACITY AS COURT-
APPOINTED RECEIVER AND MANAGER OF
Q'MAX SOLUTIONS INC., FLUID HOLDINGS
CORP., Q'MAX SOLUTIONS HOLDINGS INC.,
1356760 ALBERTA LTD., and QMAX CANADA
OPERATIONS INC.

DOCUMENT SECOND REPORT TO THE COURT
SUBMITTED BY KPMG INC., IN ITS
CAPACITY AS COURT-APPOINTED RECEIVER
AND MANAGER OF Q'MAX SOLUTIONS INC.,
FLUID HOLDINGS CORP., Q'MAX SOLUTIONS
HOLDINGS INC., 1356760 ALBERTA LTD., and
QMAX CANADA OPERATIONS INC. DATED
MARCH 1, 2021

**ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT** **KPMG INC.**
3100, 205 – 5 Ave. S.W.
Calgary, AB T2P 4B9
Attn: Neil Honess/Anamika Gadia
Telephone: 403-691-8014/416-777-3842
Facsimile: 403-691-8008
Email: neilhonest@kpmg.ca / agadia@kpmg.ca

OSLER, HOSKIN & HARCOURT LLP
Suite 2700, Brookfield Place
225 – 6th Avenue SW
Calgary, AB T2P IN2
Attn: Randal Van de Mosselaer
Telephone: 403-260-7060
Facsimile: 403-260-7024
Email: rvandemosselaer@osler.com

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1. INTRODUCTION

1. On May 27, 2020, HSBC Canada, as administrative agent (“**HSBC Canada**”) for certain lenders, which include HSBC Canada, Bank of Montreal, Business Development Bank of Canada, Export Development Canada and HSBC Bank USA (collectively, the “**Lenders**”), brought an application pursuant to section 243 of the *Bankruptcy and Insolvency Act* (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2, seeking the appointment of KPMG Inc. (“**KPMG**”) as receiver and manager over the assets, undertakings and property (the “**Property**”) of Q’Max Solutions Inc. (“**QSI**”), Fluid Holdings Corp. (“**Fluid Holdings**”), Q’Max Solutions Holdings Inc. (“**QSHI**”), 1356760 Alberta Ltd. (“**1356760**”), and QMax Canada Operations Inc. (“**QCOI**” and together with, QSI, Fluid Holdings, QSHI and 1356760, the “**Receivership Entities**”).
2. The Court of Queen’s Bench of Alberta (the “**Court**”) pronounced an Order (the “**Receivership Order**”) on May 28, 2020 (the “**Receivership Date**”), pursuant to which KPMG was appointed receiver and manager (in such capacity, the “**Receiver**”) of the Property of the Receivership Entities (the “**Receivership Proceedings**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**.
3. Prior to the Receiver’s appointment, on May 24, 2020, Q’Max America Inc. (“**QAI**”) and Anchor Drilling Fluids US, LLC (“**Anchor**”), two indirect subsidiaries of QSI that were operating entities in the United States, filed voluntary petitions (the “**Chapter 7 Proceedings**”) for relief under chapter 7 of the United States Bankruptcy Code (the “**U.S. Bankruptcy Code**”). On the same day, the United States Trustee appointed Christopher R. Murray as the chapter 7 trustee (the “**U.S. Trustee**”).
4. On September 30, 2020, the Receiver filed a verified petition pursuant to Chapter 15 of the U.S. Bankruptcy Code for (a) recognition of QSI’s Receivership Proceedings as a foreign main proceeding; (b) recognition of the Receiver as the foreign representative of QSI; and (c) related relief under Chapter 15 of the U.S. Bankruptcy Code.
5. The United States Bankruptcy Court for the Southern District of Texas Houston Division (the “**U.S. Bankruptcy Court**”) granted an Order on October 29, 2020 (the “**Recognition Order**”), among other things, recognizing QSI’s Receivership Proceedings as a foreign main proceeding, enforcing the Receivership Order in the United States and granting the Receiver all of the relief afforded under Chapter 15 of the U.S. Bankruptcy Code (the “**Chapter 15 Proceedings**”).
6. The Receiver filed its first report to the Court on December 18, 2020 (the “**First Report**”) in support of a motion for advice and directions from the Court in respect of litigation involving QSI’s proprietary

software known as “**MAXSITE**”. The First Report also provided background information on the Receivership Entities and their subsidiaries and affiliates (collectively, the “**Q’Max Group**”) and an overview of the realization process in respect of the Receivership Entities and the sale processes being undertaken by the Receiver in respect of certain foreign subsidiaries of QSI.

7. The Receiver’s motion for advice and directions was scheduled to be heard on January 15, 2021; however, as discussed further below, the Receiver did not proceed with its application and instead withdrew its application. As a result, M-I LLC (“**M-I**”), the plaintiff in the United States District Court for the Southern District of Texas, Houston Division, Case No. 4:18-cv-01099, being an action against QSI (as well as QAI and others) in respect of MAXSITE (the “**M-I Action**”), obtained an Order, lifting the stay of proceedings, to the extent necessary, for the sole purpose of permitting the U.S. Bankruptcy Court to take steps or provide directions in respect of the M-I Action. No further steps have been taken by M-I in the M-I Action as of the date hereof.

2. PURPOSE OF THE REPORT

8. This is the Receiver's second report to the Court (the "**Second Report**") and is filed to provide this Honourable Court with:
- a) Background information on the Property of the Receivership Entities, the liquidation process in respect of the Receivership Entities and the sale processes being undertaken by the Receiver in respect of certain foreign operating entities in the Q'Max Group;
 - b) An update on the realization process in respect of QCOI;
 - c) Details of the sale process undertaken in respect of Q'Max Mexico, S.A de C.V. ("**Q'Max Mexico**") and the proposed sale transaction (the "**Mexico Transaction**") contemplated by a share purchase agreement between the Receiver and BP Enermex II, S.A.P.I de C.V. and Enermex BP, S.A.P.I de C.V. (collectively, the "**Mexico Purchasers**") dated February 2, 2021 and an addendum to the share purchase agreement dated February 10, 2021 (collectively, the "**Mexico SPA**");
 - d) Details of the sale process undertaken in respect of the Q'Max Group's Colombian branch ("**Q'Max Colombia**") and the proposed sale transaction (the "**Colombia Transaction**") contemplated by a share purchase agreement between the Receiver and Q'DFSC Holdings, LLC (the "**Colombia Purchaser**") dated February 26, 2021 (the "**Colombia SPA**");
 - e) Details of the sale process undertaken in respect of International Drilling Fluids & Engineering Services Co. (IDEC) LTD. ("**IDEC**") and the proposed sale transaction (the "**IDEC Transaction**") contemplated by a share purchase agreement between the Receiver, Wael Moustafa Abdel Salam Elessawy (the "**IDEC Purchaser**"), IDEC and Abdussamad Ahmed Seedat dated February 28, 2021 (the "**IDEC SPA**");
 - f) Information regarding the settlement of intercompany amounts owing as between entities in the Q'Max Group;
 - g) Information in support of the Receiver's disclaimer of QSI and 1356760's shares of QMax do Brasil Solucoes do Petroleo Ltda ("**QMax Brazil**");
 - h) An update on the activities of the Receiver since its appointment; and
 - i) The Receiver's recommendations in support of the following relief:
 - i) An Approval and Vesting Order (the "**Mexico Approval and Vesting Order**"), among other things, approving the Mexico Transaction and vesting in the Mexico Purchasers (or their nominee) all right, title and interest of QSHI and 1356760 in and to the shares of Q'Max Mexico and its subsidiaries (the "**Mexico Purchased Shares**");

- ii) An Approval and Vesting Order (the “**Colombia Approval and Vesting Order**”), among other things, approving the Colombia Transaction and vesting in the Colombia Purchaser (or its nominee) all right, title and interest of QSI in and to all equity interests (the “**Colombia Equity Interests**”) of Central Procurement Inc. (“**CPI Barbados**”);
 - iii) An Approval and Vesting Order (the “**IDEC Approval and Vesting Order**”), among other things, approving the IDEC Transaction and vesting in the IDEC Purchaser all right, title and interest of QSI in and to the shares of IDEC owned by QSI (being 85% of all of the issued and outstanding shares of IDEC) (the “**IDEC Purchased Shares**”); and
 - iv) An order:
 - A) Approving an increase in the transaction thresholds set out in paragraph 3(l)(i) of the Receivership Order to CDN\$2 million for an individual transaction and CDN\$4 million in the aggregate;
 - B) Approving the settlement of the intercompany amounts owing between the entities in the Q’Max Group and the related debt forgiveness by QSI;
 - C) Authorizing and directing the Receiver’s to disclaim QSI and 1356760’s shares of QMax Brazil; and
 - D) Approving the Receiver’s activities from the Receivership Date to the date of the Second Report.
9. A confidential supplement to the Second Report (the “**Second Report Confidential Supplement**”) has been prepared by the Receiver, which provides further details on the financial circumstances of Q’Max Mexico, Q’Max Colombia and IDEC which are commercially sensitive in nature given that those entities are not subject to the Receivership Proceedings. The Second Report Confidential Supplement also provides confidential details on the sale processes undertaken by the Receiver and commercially sensitive details of the share purchase agreements. The Second Report Confidential Supplement will be filed separately with the Court and the Receiver requests that the Court grant a restricted court access order in respect of the Second Report Confidential Supplement.

Terms of Reference

10. All materials filed with the Court in connection with the Receivership Proceedings and the U.S. Bankruptcy Court in connection with the Chapter 15 Proceedings have been made available to interested parties in electronic format on the Receiver’s website: home.kpmg/ca/qmax (the “**Receiver’s Website**”).

11. In preparing this report, the Receiver has been provided with, and has relied upon, unaudited and other financial information, books and records (collectively, the “**Information**”) prepared by the Q’Max Group and/or their representatives, and discussions with the Q’Max Group’s management and/or representatives.
12. The Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“CAS”) pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of the Information.
13. The information contained in this report is not intended to be relied upon by any prospective purchaser or investor in any transaction with the Receiver.
14. All references to monetary amounts in this report are in U.S. dollars unless otherwise specified.

3. PROPERTY AND OVERVIEW OF SALE AND LIQUIDATION PROCESSES

Property of the Receivership Entities

15. As at the Receivership Date, the Property of the Receivership Entities was comprised of the following:
- a) The operating assets of QCOI including inventory, equipment and real property;
 - b) QSI, QSHI and 1356760's share interests in currently or formerly operating and non-operating entities in the Q'Max Group as detailed in the First Report and as set out in the corporate structure chart attached to the Second Report as **Appendix "B"**, including:
 - i) Q'Max Mexico;
 - ii) CPI Barbados, a Barbadian entity which operates Q'Max Colombia; and
 - iii) IDEC; and
 - c) Intellectual property, including MAXSITE, owned by QSI.

Liquidation of QCOI

16. QCOI was the primary operating entity in Canada and the only Receivership Entity with any material and saleable operating assets. As discussed in the First Report, shortly after the Receiver's appointment, the Receiver determined that QCOI could not be sold as a going concern business. Accordingly, the Receiver immediately ceased QCOI's operations and commenced a liquidation process which is discussed further below.

Foreign Entity Sale Processes

17. As discussed in the First Report, prior to the Receiver's appointment, in or around April 2020, QSI commenced sale processes (the "**Sale Processes**") in respect of QSI, QSHI and 1356760's share interests in Q'Max Mexico and Q'Max Colombia (through CPI Barbados). QSI also commenced Sale Processes in respect of certain Q'Max Group entities, including IDEC, operating in the Middle East and North Africa (the "**MENA Entities**"). QSI engaged Lazard Frères & Co. LLC ("**Lazard**") to market Q'Max Mexico and Q'Max Colombia for sale. QSI also engaged Simmons Energy ("**Simmons**"), a division of Piper Sandler & Co., to market the MENA Entities for sale either on a combined or individual basis.

18. As at the Receivership Date, Lazard and Simmons (collectively, the “**Sales Agents**”), with the assistance of QSI, had prepared marketing materials, including prospective buyers lists, teasers and confidential information memoranda (“**CIM**”), and the Sales Agents had started reaching out to prospective purchasers.
19. Since its appointment, the Receiver has continued to undertake and advance the Sale Processes through the Sales Agents that were previously engaged by QSI.
20. Further details on the Sale Processes in respect of Q’Max Mexico, Q’Max Colombia and IDEC are provided below. The Sale Processes in respect of certain other entities in the Q’Max Group continue to be advanced by the Receiver.

Impact of the M-I Action on the Sale Processes

21. As discussed in detail in the First Report, the M-I Action has had a significant impact on and caused delay in the Sale Processes given the importance of MAXSITE to the operations of the foreign entities in the Q’Max Group. As of the date of the First Report, based on discussions and negotiations that the Sales Agents and the Receiver had had with interested parties, it appeared that in order for the Receiver to be able to complete going-concern sales of the various foreign entities in the Q’Max Group, it would be necessary for the Receiver to provide an instance of MAXSITE, subject to a license agreement to any purchaser of those businesses.
22. After filing the First Report, and in consultation with the Lenders, the Receiver determined that the resolution of the M-I Action, even on an expedited basis, would require an investment of time and money that the Receivership Entities’ estates and the Sales Processes could not afford. Apart from the significant costs which would have been associated with pursuing the M-I Action, the Receiver concluded that it was possible that even with a successful outcome, the resulting delay could, in and of itself, impede the Receiver’s ability to complete going-concern sales. In addition, the Sales Agents and the Receiver determined that sales of certain Q’Max Group entities might be possible even if MAXSITE was not included in such transactions. Accordingly, the Receiver determined that it was not in the best interests of the estates of the Receivership Entities to incur further costs to pursue resolution of the M-I Action, and accordingly, the Receiver withdrew its application.
23. Following the decision not to pursue resolution of the M-I Action, the Receiver advised potential purchasers that any license agreement for any QSI-owned intellectual property provided in conjunction with the contemplated sale transactions would exclude MAXSITE. Accordingly, the Mexico Transaction, the Colombia Transaction, and the IDEC Transaction have all been structured to make it clear that MAXSITE is specifically excluded from those transactions.

4. QCOI REALIZATION PROCESS

24. As discussed above, the assets of QCOI as at the Receivership Date consisted of inventory and equipment (collectively, the “**Assets**”) and two properties located in Clairmont, Alberta (the “**Clairmont Property**”) and Drayton Valley, Alberta (the “**Drayton Valley Property**”), respectively.
25. Following the wind-down of the operations of QCOI, the Receiver commenced an asset realization process in respect of QCOI’s Assets and real property.

Inventory and Equipment Realization Process

Solicitation of Bids

26. Given the nature of the Assets and the non-operating status of QCOI, the Receiver determined that the most appropriate process for realizing on the Assets was to solicit sale and auction proposals.
27. Accordingly, in July 2020, the Receiver contacted five auctioneers and liquidators and provided them with a Request for Proposal (“**RFP**”) detailing the Assets. A bid deadline of July 31, 2020 (the “**Bid Deadline**”) was set. In addition to the auctioneers and liquidators who were provided with the RFP, the Receiver identified and approached nineteen additional parties, including parties that had previously expressed an interest in the Assets of QCOI either to QCOI directly or to the Receiver, and other parties who the Receiver identified as potentially interested in the Assets by virtue of similar operations in Alberta.
28. The RFP requested that parties submit offers for the entirety of the Assets *en bloc* or for certain individual Assets. Furthermore, the RFP requested offers on a straightforward sale basis, an auction basis and a net minimum guarantee (“**NMG**”) auction basis.
29. In total 24 parties viewed the Assets at the Clairmont Property. All parties who visited the Clairmont Property to inspect the Assets were provided with a general listing of the Assets.
30. At the Bid Deadline, the Receiver received 18 bids: ten purchase offers for various Assets from former competitors of QCOI, four commission-only auctions proposals and four NMG proposals. Following receipt of the bids, the Receiver corresponded with certain parties that had submitted bids in order to clarify certain terms of their respective bids.

Successful Bid

31. After completing a detailed review of the bids and seeking clarification from parties on the terms of their bids, the Receiver determined that the NMG auction bid (the “**GD NMG Bid**”) received from GD Auctions & Appraisals (“**GD Auctions**”) was superior to all other bids received.
32. The Receiver accepted the GD NMG Bid. The GD NMG Bid provided for:
 - a) A net minimum guarantee of \$1.1 million;
 - b) Fees due to GD Auctions of \$206,655 for sales above \$1.1 million;
 - c) Commissions of 15% due to GD Auctions for sales above \$1.3 million; and
 - d) Other fees associated with running the auction.
33. Pursuant to paragraph 3(1)(i) of the Receivership Order, the Receiver is authorized to sell the Property or any parts thereof out of the ordinary course of business without the approval of the Court in respect of any transaction not exceeding CDN\$1.5 million (approximately US\$1.2 million). Accordingly, given the value of the GD NMG Bid, the Receiver did not seek the Court’s approval.

Auction Process

34. In order to maximize recoveries and considering the significant logistical challenges in safely transferring and transporting the mud drilling fluid inventory, GD Auctions elected to sell all inventory to one purchaser prior to the auction date.
35. The auction for the remaining equipment Assets was held on October 15, 2020. All purchased Assets were removed from the Clairmont Property on or before October 29, 2020.
36. Pursuant to the GD NMG Bid, the Receiver recovered approximately \$1.2 million from the auction and the sale of inventory.

Receiver’s Conclusions

37. The Receiver is of the view that the inventory and equipment realization process was fair, reasonable, transparent and provided the highest and best value for the Assets in the circumstances given the following:
 - a) The current COVID-19 pandemic has limited the options available to the Receiver to realize on the Assets;

- b) The RFP process allowed for a two-week period for interested parties to review and assess the Assets. In the Receiver's view, this timeline was sufficient to allow interested parties to perform any necessary due diligence and submit bids for the Assets;
- c) The GD NMG Bid provided the highest realization for the Assets and contained a net minimum guarantee, which provided a level of certainty for the QCOI estate; and
- d) The GD NMG Bid allowed the Receiver to benefit from an upside on recoveries, as gross proceeds exceeded the stated net minimum guarantee threshold of \$1.1 million.

Real Property

Listing Agreement and Marketing of the Real Property

- 38. The Receiver has entered into a listing agreement with Colliers International (“**Colliers**”) to market the Clairmont Property and Drayton Valley Property given Colliers reputation, local knowledge and familiarity with the market. The commission arrangement with Colliers is in accordance with normal market terms.
- 39. The Clairmont Property has been listed for \$4.6 million and the Drayton Valley Property has been listed for \$1.0 million.
- 40. As at the Receivership Date, the Drayton Valley Property was leased to a third party. The Receiver has elected to continue this lease arrangement while marketing the property for sale in order to defray some of the carrying costs of the property.
- 41. Certain environmental concerns have been noted on each property, as discussed further below. The Receiver is remediating these environmental concerns in order to facilitate sales and maximize recoveries.

Environmental Remediation

Clairmont Property

- 42. The Clairmont Property is a designated fluid facility with the Alberta Energy Regulator (“**AER**”). This designation required security in the form of a letter of credit in the amount of approximately \$570,000, which has been provided by HSBC Canada.
- 43. Release of this letter of credit requires the cancellation of the AER designation. Such cancellation requires remediation of the land and certain satisfactory testing for soil and water contaminants.

44. Upon completion of the auction, the Receiver engaged a contractor to complete remediation of the land at the Clairmont Property. The remediation work was complete on or around November 30, 2020.
45. As required by the AER to cancel the designation, a Phase II environmental site assessment (“**Phase II ESA**”) was ordered and completed on the Clairmont Property. No issues were noted in the Phase II ESA report.
46. All documentation required for the cancellation of the AER designation has been submitted by the Receiver. The AER has reviewed the submitted documents and has requested further water testing. The Receiver has engaged a contractor to perform this water testing and expects the results to be delivered to the AER shortly.
47. The Receiver has been informed that it will take anywhere from nine to 12 months after remediation for the facility designation to be cancelled. As such, the Receiver expects the process to be complete by November 30, 2021.

Drayton Valley Property

48. In order to facilitate a sale of the Drayton Valley Property, a Phase I environmental site assessment was ordered by the Receiver. As certain issues were noted, the Receiver followed the report recommendations and ordered a Phase II ESA.
49. The results of the Phase II ESA indicated that the site was contaminated with methanol. The recommendations of the Phase II ESA were as follows:
 - a) Excavate and treat impacted soil through aeration of the impacted soil; or
 - b) Excavate and dispose of impacted soil.
50. The Receiver has obtained quotes from multiple parties to perform the recommended remediation. The work is expected to be complete in March 2021, at which point, the Receiver will obtain an update letter as an addendum to the Phase II ESA report to confirm no further issues remain at the Drayton Valley Property.

Increase in the Property Sale Thresholds

51. To date, pursuant to paragraph 3(l)(i) of the Receivership Order, the Receiver has completed sales of the Property of the Receivership Entities in the aggregate amount of \$1.2 million.

52. The Receiver is seeking the approval of the Court to increase the transaction thresholds set out in paragraph 3(1)(i) of the Receivership Order to CDN\$2 million for an individual transaction and CDN\$4 million in the aggregate, as the Receiver expects that the Clairmont Property and the Drayton Valley Property will sell at different times and the Receiver would like to minimize the costs associated with seeking Court approval of multiple sale transactions given the limited expected recoveries to the Receivership Entities' estates and the Lenders.

5. MEXICO SALE PROCESS AND TRANSACTION

Details Relating to the Sale Process

53. In late April 2020, QSI, with the assistance of Lazard, commenced a Sale Process in respect of Q'Max Mexico. Lazard approached 25 prospective buyers, comprised of 15 financial parties and ten strategic parties, based in Mexico and internationally and provided these parties with a teaser.
54. From the initial outreach, seven parties (two financial and five strategic) signed non-disclosure agreements (“**NDA**”) and received more fulsome marketing materials, including a CIM.
55. The Sale Process was structured with two phases whereby interested parties were asked to submit an initial expression of interest (“**EOI**”), after which, select parties would be invited to complete more fulsome diligence and asked to submit a binding letter of intent (“**LOI**”).
56. The phase I bid deadline was June 12, 2020. No bids were received on the bid deadline; however, two EOIs were received shortly after the deadline, both from strategic parties based in Mexico. One of the EOIs received was from the Mexico Purchasers, who are affiliated with Sistemas Electricos Metropolitanos S.A.P.I. de C.V. Both parties who submitted EOIs were invited to the due diligence phase of the Sale Process in late June 2020 and were provided access to a fulsome electronic data room.
57. The phase II bid deadline was August 7, 2020 and neither party submitted a LOI by this deadline. The other party eventually dropped out of the Sale Process in mid September 2020. The Mexico Purchasers submitted a LOI on November 25, 2020 which, subject to further negotiation, was ultimately accepted by the Receiver.

Mexico Transaction

58. The Receiver, with the assistance of its counsel and Lazard, negotiated and executed the Mexico SPA on February 2, 2021 (the “**Signature Date**”). A copy of the Mexico SPA (redacted to remove commercially sensitive terms) is attached to this Second Report as **Appendix “C”**. An unredacted confidential copy of the Mexico SPA is attached to the Second Report Confidential Supplement as **Confidential Appendix “A”**.
59. The principal terms of the Mexico SPA are set out below. Capitalized terms not defined in this section of the Second Report shall have the meaning ascribed to them in the Mexico SPA.

- a) *Purchased Shares*: 100% of the shares of Q’Max Mexico and its three subsidiaries;
- b) *Purchase Price*: The Purchase Price is comprised of i) a cash purchase price payable on Closing and ii) contingent consideration subject to the collection of Accounts Receivable existing as at the Signature Date during the 30-month period from the Signature Date (i.e. August 2, 2023) (the “**Adjustment Period**”). The Mexico Purchasers can deduct from the amounts in (ii) above any amounts that the Mexico Purchasers are required to pay following the Closing Date until August 2, 2023 with respect to: (A) tax liabilities for tax years prior to 2020; and (B) claims made by employees and former employees relating to the period prior to the Closing Date that are not known as of the Signature Date;
- c) *Deposit*: The Mexico Purchasers have paid a Deposit to the Receiver pursuant to the terms of the Mexico SPA;
- d) *Funding Loans*: To the extent necessary, and on the terms set out in the Mexico SPA, the Mexico Purchasers have agreed to provide Q’Max Mexico, by way of an unsecured Mexican prime rate loan, amounts necessary to satisfy Q’Max Mexico’s ongoing funding requirements between the Signature Date and the Closing Date;
- e) *Treatment of Accounts Receivable*: During the Adjustment Period, the Mexico Purchasers are restricted from compromising, granting any discounts in respect of or otherwise setting off any Accounts Receivable. All payments received from counterparties will first be counted toward existing Accounts Receivable. The Receiver also has audit rights and rights to review back-up information with respect to the Accounts Receivable;
- f) *Conditions to Closing*: The conditions to closing the Mexico Transaction include the following:
 - i) The Mexico Approval and Vesting Order being granted by the Court;
 - ii) Antitrust approval by the Comisión Federal de Competencia Económica (“COFECE”), the competition bureau in Mexico;
 - iii) Settlement of intercompany amounts owing as between Q’Max Mexico and its subsidiaries and other entities in the Q’Max Group; and
 - iv) A license agreement licensing the use of certain trademarks and other intellectual property owned by QSI to Q’Max Mexico and its subsidiaries executed by the Receiver and Q’Max Mexico. As discussed above, the license agreement specifically excludes MAXSITE; and
- g) *Representations and Warranties*: The Mexico Transaction is on an “as-is, where-is” basis, except for the permitted deductions from future Accounts Receivable payments noted above.

60. The Receiver and the Mexico Purchasers are working to satisfy the conditions to closing. As of the date of this Second Report, all of the conditions to closing remain outstanding. The Receiver and the Mexico Purchasers have agreed to a form of license agreement which will be executed on and effective as of the Closing Date. A copy of the unsigned license agreement (the “**Mexico License Agreement**”) is attached to this Second Report as **Appendix “D”**. The Receiver and the Mexico Purchasers, with the assistance of their respective counsel, have prepared and will be submitting shortly, the notification of concentration to COFECE to begin the antitrust approval process which is expected to take approximately two months. Once COFECE approval is received, and subject to the satisfaction of the other conditions to closing, including the granting of the Mexico Approval and Vesting Order by the Court and the settlement of intercompany amounts (as discussed further below), the Receiver and the Mexico Purchasers will move towards closing the Mexico Transaction.

Receiver’s Conclusions and Recommendations

61. The Receiver is of the view that the Sale Process undertaken by Lazard was fulsome but was impacted by the COVID-19 pandemic and the depressed oil and gas market. Given the limited interest generated through the Sale Process, the Mexico Transaction represents the only available transaction in respect of Q’Max Mexico. The Receiver is further of the view that the Mexico Transaction is fair and reasonable, and the form of the Mexico Approval and Vesting Order is appropriate in the circumstances and respectfully requests that the Court grant same.

6. COLOMBIA SALE PROCESS AND TRANSACTION

Details Relating to the Sale Process

62. In late April 2020, QSI, with the assistance of Lazard, commenced a Sale Process in respect of Q'Max Colombia. Lazard approached 31 prospective buyers, comprised of 20 financial parties and 11 strategic parties based in Colombia, South America and internationally and provided these parties with a teaser.
63. From the initial outreach, three parties (all financial and no strategic) signed NDAs and received more fulsome marketing materials, including a CIM.
64. The Sale Process was structured with two phases whereby interested parties were asked to submit an initial EOI, after which, select parties would be invited to complete more fulsome diligence and asked to submit a binding LOI.
65. The phase I bid deadline was June 19, 2020. Of the three parties that executed NDAs, only one party submitted an EOI. That party was invited to the due diligence phase of the Sale Process in late June 2020 and was provided access to a fulsome electronic data room.
66. The due diligence phase was slow and interrupted by the government-imposed COVID-19 restrictions in Colombia which made it impossible for the one interested party to perform site visits throughout the summer, which they cited as a critical aspect of their diligence process. In late September 2020, with no prospect of the restrictions lifting such that site visits could be completed, the one interested party withdrew from the Sale Process.
67. In mid-August 2020, an unsolicited EOI was received from the Colombian Purchaser, which is an entity backed by a consortium of investors including certain members of the Q'Max Colombia management team. Following the withdrawal of the other interested party, Lazard engaged with the Colombia Purchaser and on November 23, 2020, the Colombian Purchaser submitted a LOI that, subject to further negotiation, was ultimately accepted by the Receiver.

Colombia Transaction

68. The Receiver, with the assistance of its counsel, negotiated and executed the Colombia SPA on February 26, 2021. A copy of the Colombia SPA (redacted to remove commercially sensitive terms) is attached to the Second Report as **Appendix "E"**. An unredacted confidential copy of the Colombia SPA is attached to the Second Report Confidential Supplement as **Confidential Appendix "B"**.

69. The principal terms of the Colombia SPA are set out below. Capitalized terms not defined in this section of the Second Report shall have the meaning ascribed to them in the Colombia SPA.
- a) *Equity Interests*: 100% of the equity interests of CPI Barbados, the entity which owns Q’Max Colombia, which is a Colombian branch;
 - b) *Purchase Price*: The Purchase Price is comprised of i) a cash purchase price plus an amount equal to the Advanced Funding payable on Closing and ii) a capped earn-out based on an annual EBITDA threshold to be paid over the three year period from January 1, 2021 to December 31, 2023;
 - c) *Conditions to Closing*: The conditions to closing the Colombia Transaction include the following:
 - i) The Colombia Approval and Vesting Order being granted by the Court;
 - ii) Settlement of intercompany amounts owing as between CPI Barbados and/or Q’Max Colombia and other entities in the Q’Max Group;
 - iii) Release of CPI Barbados and Q’Max Colombia from any Guarantees, sureties, promissory notes and indemnities provided by CPI Barbados and Q’Max Colombia in connection with credit facilities entered into by entities in the Q’Max Group other than CPI Barbados and/or Q’Max Colombia; and
 - iv) A license agreement licensing the use of certain trademarks and other intellectual property owned by QSI to the Colombia Purchaser executed by the Receiver and the Colombia Purchaser. As discussed above, the license agreement specifically excludes MAXSITE; and
 - d) *Representations and Warranties*: The Colombia Transaction is on an “as-is, where-is” basis.
70. The Receiver and the Colombia Purchaser are working to satisfy the conditions to closing. As of the date of this Second Report, all of the conditions to closing remain outstanding. The Receiver and the Colombia Purchaser have agreed to a form of license agreement which will be executed on and effective as of the Closing Date. A copy of the unsigned license agreement (the “**Colombia License Agreement**”) is attached as Exhibit 2 to the Colombia SPA. Subject to the satisfaction of the other conditions to closing, including the granting of the Colombia Approval and Vesting Order by the Court and the settlement of intercompany amounts (as discussed further below), the Receiver and the Colombia Purchaser will move towards closing the Colombia Transaction.

Receiver's Conclusions and Recommendations

71. The Receiver is of the view that the Sale Process undertaken by Lazard was fulsome but was impacted by the COVID-19 pandemic and the depressed oil and gas market. Given the limited interest generated through the Sale Process, the Colombia Transaction represents the only available transaction in respect of Q'Max Colombia. The Receiver is further of the view that the Colombia Transaction is fair and reasonable, and the form of the Colombia Approval and Vesting Order is appropriate in the circumstances and respectfully requests that the Court grant same.

7. IDEC SALE PROCESS AND TRANSACTION

Details Relating to the Sale Process

72. Prior to the Receiver's appointment, in early May 2020, QSI, with the assistance of Simmons, commenced a Sale Process in respect of the MENA Entities, including IDEC.
73. QSI is an 85% shareholder of IDEC, with two other individuals (the "**IDEC Minority Shareholders**") holding the other 15%. In July 2020, in conjunction with the Receiver's counsel's review of the constating documents of IDEC, the Receiver became aware that IDEC's Amended and Restated Memorandum of Association and Articles of Association (the "**IDEC Articles**") gave a right of first offer ("**ROFO**") to the IDEC Minority Shareholders should QSI wish to sell its 85% share interest in IDEC to any person.
74. Pursuant to the terms of the ROFO, the Receiver issued an offer notice (the "**Offer Notice**") to the IDEC Minority Shareholders in mid-July 2020. In mid-August 2020, the IDEC Minority Shareholders advised the Receiver that, in their view, the Offer Notice did not comply with the terms of the ROFO. Accordingly, the Receiver issued a revised offer notice (the "**Revised Offer Notice**") in early September 2020 and in mid-September 2020, the IDEC Minority Shareholders advised the Receiver of their intention to exercise their ROFO rights set out in the Revised Offer Notice, subject to the completion of satisfactory due diligence.
75. Following the IDEC Minority Shareholders' notice of intention to exercise their ROFO rights set out in the Revised Offer Notice, the Receiver provided the IDEC Minority Shareholders with due diligence information including access to an electronic data room and arranged for site visits.
76. Following the due diligence period, one of the IDEC Minority Shareholders submitted an offer on January 21, 2021 which, subject to further negotiation, was ultimately accepted by the Receiver.

IDEC Transaction

77. The Receiver, with the assistance of its counsel, negotiated and executed the IDEC SPA on February 28, 2021. A copy of the IDEC SPA (redacted to remove commercially sensitive terms) is attached to the Second Report as **Appendix "F"**. An unredacted confidential copy of the IDEC SPA is attached to the Second Report Confidential Supplement as **Confidential Appendix "C"**.
78. The principal terms of the IDEC SPA are set out below. Capitalized terms not defined in this section of the Second Report shall have the meaning ascribed to them in the IDEC SPA.

- a) *Purchaser*: The IDEC Purchaser is one of the IDEC Minority Shareholders, Wael Elessawy. The other IDEC Minority Shareholder is a party to the IDEC SPA along with IDEC.
- b) *Purchased Shares*: 85% of the shares of IDEC;
- c) *Purchase Price*: The Purchase Price is a cash purchase price payable on Closing;
- d) *Transition Services*: The Receiver will provide IDEC with certain Services for a period of up to 60 days from the Closing Date and IDEC will pay the Receiver a Service Fee for provision of the Services;
- e) *Conditions to Closing*: The conditions to closing the IDEC Transaction include the following:
 - i) The IDEC Approval and Vesting Order being granted by the Court;
 - ii) Settlement of intercompany amounts owing as between IDEC and other entities in the Q’Max Group;
 - iii) Receipt by HSBC Bank USA of the SWIFT Release or such other confirmation satisfactory to HSBC Bank USA that the HSBC Letter of Credit will be released at or immediately following Closing;
 - iv) Partial repayment of the Receiver Loan by the Purchaser;
 - v) A non-interest bearing promissory note payable within six months following the Closing Date; and
 - vi) A license agreement licensing the use of certain trademarks and other intellectual property owned by QSI to IDEC executed by the Receiver and IDEC. As discussed above, the license agreement specifically excludes MAXSITE; and
- f) *Representations and Warranties*: The IDEC Transaction is on an “as-is, where-is” basis.

79. The Receiver and the IDEC Purchaser are working to satisfy the conditions to closing. As of the date of this Second Report, all of the conditions to closing remain outstanding. The Receiver and the IDEC Purchaser have agreed to a form of license agreement which will be executed on and effective as of the Closing Date. A copy of the unsigned license agreement (the “**IDEC License Agreement**”) is attached as Schedule A to the IDEC SPA. Subject to the satisfaction of the other conditions to closing, including the granting of the IDEC Approval and Vesting Order by the Court and the settlement of intercompany amounts (as discussed further below), the Receiver and the IDEC Purchaser will move towards closing the IDEC Transaction.

Receiver's Conclusions and Recommendations

80. Given the IDEC Minority Shareholders' exercise of their rights under the ROFO, the Receiver was limited in its ability to broadly market IDEC. Accordingly, the IDEC Transaction represents the only available transaction in respect of IDEC. The Receiver is of the view that the IDEC Transaction is fair and reasonable, and the form of the IDEC Approval and Vesting Order is appropriate in the circumstances and respectfully requests that the Court grant same.

8. SETTLEMENT OF INTERCOMPANY AMOUNTS

Background

81. Prior to the commencement of the Chapter 7 Proceedings and the Receivership Proceedings, the Q'Max Group operated as a highly integrated global conglomerate in order to efficiently utilize inventory and equipment resources, provide centralized shared services and support the funding and capital requirements of the various operating entities.
82. As a result of this operating structure, QSI and the other entities in the Q'Max Group entered into intercompany transactions with one another on a regular basis. Generally speaking, these intercompany transactions were not cash settled and accordingly, as at the Receivership Date there were (and continue to be) significant intercompany amounts owing as between the entities in the Q'Max Group.

Need to Settle Intercompany Amounts

83. As discussed above, one of the conditions to closing each of the Mexico Transaction, the Colombia Transaction and the IDEC Transaction is the settlement of intercompany accounts owing between the entities subject to those transactions and the other entities in the Q'Max Group, including QSI.

Intercompany Settlement Steps

84. The Receiver, with the assistance of its tax advisors, has reviewed the intercompany amounts owing to and from the entities in the Q'Max Group subject to the Sale Processes and has determined the steps necessary to settle those intercompany amounts.
85. The settlement steps contemplate set-off of intercompany receivables and payables where possible. The intercompany balances remaining following the available set-off will need to be forgiven by certain entities in the Q'Max Group, including QSI, in order to fully extinguish the intercompany amounts owing to and from Q'Max Mexico, CPI Barbados and/or Q'Max Colombia, IDEC and the other entities in the Q'Max Group subject to the Sale Processes.

Receiver's Conclusions and Recommendations

86. As a result of the Receivership Proceedings and the Chapter 7 Proceedings, any amounts owing from the Receivership Entities, QAI and/or Anchor are not collectible. The foreign entities in the Q'Max Group have also been impacted by the Receivership Proceedings and Chapter 7 Proceedings. Prior to

the commencement of these proceedings, those entities relied on QSI and QAI for funding and do not have access to independent funding sources to settle any intercompany amounts owing to the other entities in the Q'Max Group prior to closing of the contemplated sale transactions.

87. Given that the Mexico Transaction, the Colombia Transaction and the IDEC Transaction can only be completed if the intercompany amounts are settled and those transactions, along with any other potential sale transactions, represent the only source of realization in respect of the Receivership Entities' share interests in the foreign entities in the Q'Max Group, the Receiver is of the view that the contemplated intercompany settlement steps are in the best interests of the estates of the Receivership Entities. Accordingly, the Receiver respectfully requests that the Court approve the settlement of the intercompany amounts owing between the entities in the Q'Max Group and the related debt forgiveness by QSI.

9. DISCLAIMER OF QMAX BRAZIL SHARES

88. One of the international subsidiaries which is a member of the Q'Max Group is QMax Brazil. QMax Brazil is a Brazilian corporation incorporated on February 9, 2009. QSI owns approximately 99.93% of QMax Brazil's shares and 1356760 owns approximately .07% of QMax Brazil's shares.
89. QMax Brazil has no assets or operations. Insofar as the Receiver is aware there is nothing of value in QMax Brazil. Indeed, the Receiver understands that there is a judgment in Brazil against QMax Brazil for approximately US\$5,000,000. In addition, the Receiver understands that there are outstanding tax liabilities in Brazil against QMax Brazil.
90. Given the lack of assets or operations in QMax Brazil, and the fact that QMax Brazil has significant negative value, there is obviously no point in running a sales process in respect of QMax Brazil. In fact, QMax Brazil has some ongoing expenses and obligations and QMax Brazil is unable to meet those obligations.
91. The Receiver has investigated the possibility of simply removing the legal representative and abandoning QMax Brazil, but the Receiver has been advised that this is not possible without a formal winding up of QMax Brazil. The Receiver has also been advised that a formal winding up could cost hundreds of thousands of dollars and take many months. The Receivership Entities estates do not have funds to pay for such a winding up of QMax Brazil, and neither the Lenders nor the Receiver are inclined to pay for such a process.
92. Given the lack of value in QMax Brazil and in the shares of QMax Brazil, the Receiver is of the view that it would be in the best interests of the estates of QSI and 1356760 for the Receiver to disclaim any interest in the shares of QMax Brazil. Accordingly, the Receiver respectfully requests the Court's authorization and direction to disclaim QSI and 1356760's shares of QMax Brazil.

10. RECEIVER'S ACTIVITIES

Initial Receivership Activities

93. Immediately following its appointment, the Receiver attended at QSI's office located in Calgary, Alberta (the "**Calgary Office**"), the Clairmont Property and Drayton Valley Property and undertook the following activities:
- a) Informed the employees of the Receivership Order and the Receiver's appointment;
 - b) Identified and secured assets;
 - c) Identified and secured the Receivership Entities' books and records; and
 - d) Inventoried the assets at the Clairmont Property and the Drayton Valley Property.
94. The Receiver initially maintained operations at QCOI in order to allow the Receiver to assess the ability to sell QCOI a going concern. However, the Receiver quickly determined that there was little likelihood of selling QCOI as a going concern and the risks and costs of continuing operations did not outweigh the potential benefits. Accordingly, the Receiver ceased operations of QCOI.

Cash and Banking

95. The Receiver sent notice to QCOI and QSI's financial institution, HSBC Canada, that all bank accounts were to be immediately frozen and the balances forwarded to the Receiver for deposit into the Receiver's trust accounts. QCOI and QSI's bank accounts initially remained open for receipts only.
96. The Receiver immediately opened new trust accounts and subsequently transferred all available cash from the QCOI and QSI's bank accounts to the Receiver's trust accounts.

Notice and Service

97. Pursuant to the requirements of the BIA, the Receiver prepared a notice and statement of the Receiver in respect of each of the Receivership Entities (the "**Receiver's Notices**") and posted copies of the Receiver's Notices on the Receiver's Website. Copies of the Receiver's Notices are attached to this Second Report as **Appendix "G"**.
98. Pursuant to the requirement of paragraph 35 of the Receivership Order, the Receiver served copies of the Receivership Order on the required persons and posted a copy of the Receivership Order on the Receiver's Website.

99. The Receiver has maintained the Receiver's Website in order to post information relevant to the Receivership Proceedings and the Chapter 15 Proceedings, and a telephone number and email address in order to respond to queries from creditors and/or other stakeholders.

Books and Records

100. All books and records of QSI and QCOI located at the Calgary Office were secured. Access to the books and records was limited to the Receiver.
101. Subsequently, upon vacating the Calgary Office, the Receiver took inventory of the books and records and relocated them to a secure storage facility.

Insurance

102. Prior to Receivership Proceedings, QSI, coordinated through one broker, insurance coverage for the worldwide operations of the Q'Max Group. The Receiver has elected to continue this coordinated worldwide insurance coverage, under modified terms to take into account certain changes and requirements brought on by the Receivership Proceedings and Chapter 7 Proceedings. As assets and foreign subsidiaries are sold, the Receiver anticipates a lowering of insurance rates, and a potential refund of premiums previously paid by the Receiver on behalf of the Q'Max Group entities. The Receiver has been added as a loss payee to all relevant policies.

QCOI Management, Employees and Contractors

103. As at the Receivership Date, QCOI had twenty-nine active employees, including management. Following the decision to wind-down operations, the Receiver gradually began advising employees of the termination of their employment. All employees were terminated on or before June 15, 2020 and received their accumulated wages and vacation pay owing up to and including their date of termination.
104. The Receiver subsequently engaged four former QCOI employees on a contract basis to assist the Receiver with its duties.
105. Certain former QCOI employees were owed termination and severance pay as at the Receivership Date. All such amounts were reviewed by the Receiver and, where applicable, were paid through the Wage Earner Protection Program Act.

U.S. Contractors

106. Immediately prior to the commencement of the Chapter 7 Proceedings and Receivership Proceedings, the former management of the Q'Max Group caused QSI to retain approximately 20 former employees of the Q'Max Group, including several members of the former senior management team, as consultants (the "**QSI Consultants**"). Following its appointment, the Receiver liaised with these QSI Consultants to understand, amongst other things:
- a) The Q'Max Group's corporate structure;
 - b) The location of QSI's assets in the U.S.;
 - c) The Q'Max Group's cash management system and IT infrastructure;
 - d) The current operating and financial status of the operating and non-operating foreign entities in the Q'Max Group;
 - e) Ongoing legal proceedings against entities within the Q'Max Group;
 - f) The status of insurance policies; and
 - g) The status of the Sales Processes.
107. The Receiver identified nine QSI Consultants that it determined were necessary to support the Sale Processes and the operations of the foreign entities in the Q'Max Group. These nine QSI Consultants were retained by the Receiver (the "**U.S. Contractors**").
108. All remaining QSI Consultants were ultimately terminated by the Receiver.

Foreign Entities

109. The Receiver has attended weekly calls with the local management teams of the foreign operating entities in the Q'Max Group in order to understand the operating status and financial position of each of those entities.
110. The Receiver has provided ongoing oversight and support and working capital funding to the foreign operating entities and has paid certain shared services costs, including insurance, centralized IT and other costs on behalf of those entities.

Sale Processes

111. The Receiver has had weekly status calls with the Sales Agents and worked with the Sales Agents to advance the Sale Processes, including facilitating the provision of due diligence information through the U.S. Contractors and the local management teams of the foreign entities.
112. The Receiver has engaged in direct discussions and negotiations with prospective purchasers in respect of the proposed sale transactions. The Receiver has engaged and worked with various foreign counsel and tax advisors in relation to the Sale Processes.

Chapter 7 Proceedings

113. Since its appointment, the Receiver has liaised with and worked alongside the U.S. Trustee's financial advisor, CR3, to help facilitate coordination between the Chapter 7 estates of QAI and Anchor and the estates of the Receivership Entities, to the extent necessary.

Chapter 15 Proceedings

114. The Receiver has worked with its Canadian and U.S. counsel to obtain the Recognition Order and in relation to other matters related to the Chapter 15 Proceedings and the M-I Action.

Receiver's Conclusions and Recommendations

115. In the Receiver's view, the Receiver has undertaken its duties in the best interests of the estates of the Receivership Entities, with a view to maximizing recoveries to the estates and to the Lenders. Accordingly, the Receiver respectfully requests that the Court approve its activities from the date of its appointment to the date of this Second Report.

11. RECEIVER'S RECOMMENDATIONS

116. The Receiver submits this Second Report in support of the Receiver's application respectfully requesting this Honourable Court to grant the following:

- a) The Mexico Approval and Vesting Order;
- b) The Colombia Approval and Vesting Order;
- c) The IDEC Approval and Vesting Order;
- d) An order:
 - i) Approving an increase in the transaction thresholds set out in paragraph 3(l)(i) of the Receivership Order to CDN\$2 million for an individual transaction and CDN\$4 million in the aggregate;
 - ii) Approving the settlement of the intercompany amounts owing between the entities in the Q'Max Group and the related debt forgiveness by QSI;
 - iii) Authorizing and directing the Receiver to disclaim QSI and 1356760's shares of Q'Max Brazil; and
 - iv) Approving the Receiver's activities from the Receivership Date to the date of the Second Report; and
- e) A restricted court access order in respect of the Second Report Confidential Supplement

All of which is respectfully submitted this 1st day of March 2021.

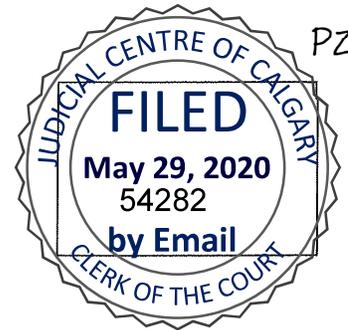
**KPMG INC.,
COURT-APPOINTED RECEIVER
AND MANAGER OF Q'MAX SOLUTIONS INC., FLUID HOLDINGS CORP., Q'MAX
SOLUTIONS HOLDINGS INC., 1356760 ALBERTA LTD AND Q'MAX CANADA
OPERATIONS INC.
and not in its personal or corporate capacity**

Per: Neil A. Honess
Senior Vice-President

Per: Anamika Gadia
Senior Vice-President

Appendix “A”

Clerk's Stamp:



COURT FILE NUMBER 2001-06722
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF CALGARY
APPLICANT: HSBC BANK CANADA, AS AGENT
RESPONDENTS: Q'MAX SOLUTIONS INC., FLUID HOLDINGS
CORP., Q'MAX SOLUTIONS HOLDINGS INC.,
1356760 ALBERTA LTD. and QMAX CANADA
OPERATIONS INC.

DOCUMENT **CONSENT RECEIVERSHIP ORDER**
CONTACT INFORMATION OF PARTY **Norton Rose Fulbright Canada LLP**
FILING THIS DOCUMENT: 400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Howard A. Gorman Q.C. / D. Aaron Stephenson
howard.gorman@nortonrosefulbright.com
aaron.stephenson@nortonrosefulbright.com
Tel: 403-267-8222
Fax: 403-264-5973

Counsel for HSBC Bank Canada, as Agent
File No. 1001115678

**DATE ON WHICH ORDER WAS
PRONOUNCED:** MAY 28, 2020
**NAME OF JUDGE WHO MADE THIS
ORDER:** GROSSE J.
LOCATION OF HEARING: CALGARY

UPON the application of HSBC Bank Canada, as Agent (the "**Agent**"), in respect of Q'Max Solutions Inc, Fluid Holdings Corp., Q'Max Solutions Holdings Inc., 1356760 Alberta Ltd. and QMax Canada Operations Inc. (collectively, the "**Debtors**"); **AND UPON** having read the Application, the Affidavit of Carmon Bailey, and the Affidavit of Service, filed; **AND UPON** reading the consent of KPMG Inc. to act as receiver and manager (the "**Receiver**") of the Debtors (excluding certain assets, as provided below), filed; **AND UPON** hearing counsel for the Agent, counsel for the Respondents, counsel for Encina

Business Credit, LLC (“**Encina**”), counsel for the proposed Receiver, and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2 and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7, KPMG Inc. is hereby appointed Receiver, without security, of all of the Debtors’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”). For greater certainty, the Property does not include the current and future assets, undertakings or properties of any Defendants other than the Debtors, pending further Order of this Court. The Applicants reserve the right to bring future Applications with respect to Defendants other than the Debtors.

RECEIVER’S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver’s ability to abandon, dispose of or otherwise release any interest in any of the Debtors’ real property, or any right in any immovable, and any license or authorization issued by the Alberta Energy Regulator, or any other similar government authority, in respect of such interest in real property or immovable, including pursuant to section 14.06(4) of the BIA, notwithstanding the provisions of the *Oil and Gas Conservation Act*, RSA 2000, c O-6, the *Pipeline Act*, RSA 2000, or any other similar provincial legislation;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

- (i) without the approval of this Court in respect of any transaction not exceeding \$1,500,000, provided that the aggregate consideration for all such transactions does not exceed \$2,500,000; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtors, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the

Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, including, without limitation, any rights or remedies or provisions in any agreement, construction, ownership and operating agreement, joint venture agreement or any such similar agreement or agreements to which the Debtors are parties that purport to effect or cause a cessation of operatorship as a result of the occurrence of any default or non-performance by or the insolvency of the Debtors, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings and under no circumstances shall the Debtors be replaced as operator pursuant to any such

agreements without further order of this Court provided, however, that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this Order shall:

- (a) empower the Debtors to carry on any business that the Debtors are not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of the Debtor and the Receiver, or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Debtors, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtors

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtors in accordance with the payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such

information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1,000,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$8,000,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. The Receiver shall be permitted, at its exclusive discretion, to assign one or more of the Debtors into bankruptcy under the BIA. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at home.kpmg/ca/qmax (the "Receiver's Website") and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. Service of this Order shall be deemed good and sufficient by:
- (a) serving the same on:
 - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
 - (b) posting a copy of this Order on the Receiver's Website
- and service on any other person is hereby dispensed with.
36. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.


Justice of the Court of Queen's Bench of Alberta

CONSENTED TO:

McCARTHY TETRAULT LLP

Per: 

Solicitors for Q'Max Solutions Inc, Fluid Holdings Corp., Q'Max Solutions Holdings Inc., 1356760 Alberta Ltd. and QMax Canada Operations Inc.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KPMG Inc., the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Q'Max Solutions Inc, Fluid Holdings Corp., Q'Max Solutions Holdings Inc., 1356760 Alberta Ltd. and QMax Canada Operations Inc., appointed by Order of the Court of Queen's Bench of Alberta (the "**Court**") dated the 28th day of May, 2020 (the "**Order**") made in action number [●], has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of [\$], being part of the total principal sum of \$8,000,000 that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ● day of each month] after the date hereof at a notional rate per annum equal to the rate of [●] per cent above the prime commercial lending rate of [●] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [●].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

KPMG Inc., solely in its capacity as Receiver of
the Property (as defined in the Order), and not in
its personal capacity

Per: _____
Name:
Title:

Appendix “B”

Appendix “C”

SHARE PURCHASE AGREEMENT

THIS AGREEMENT has been entered into as of February 2, 2021 (the “**Signature Date**”).

BETWEEN:

KPMG INC., in its capacity as court appointed receiver and manager of Q’Max Solutions Holdings Inc. (“**QSI**”) and 1356760 Alberta Ltd. (“**135**” and, collectively with QSI, the “**Q’Max Entities**”), and not in its personal or corporate capacity

(the “**Vendor**”)

- and -

BP ENERMEX II, S.A.P.I. DE C.V.

(“**BP Enermex**”)

- and -

ENERMEX BP, S.A.P.I. DE C.V.

(“**Enermex BP**”, and together with BP Enermex, collectively, the “**Purchasers**”)

RECITALS:

- A. Pursuant to a Consent Receivership Order of the Court of Queen’s Bench (Alberta) (the “**Court**”) made as of May 28, 2020 (the “**Appointment Order**”), the Vendor was appointed as receiver and manager, without security, of all of the Q’Max Entities’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof.
- B. The Q’Max Entities own legal and beneficial title to the Purchased Shares (as defined herein).
- C. The Vendor has agreed to sell the Purchased Shares to the Purchasers and the Purchasers have agreed to purchase the Purchased Shares from the Vendor upon the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree with each other as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

The following terms and expressions shall have the meanings set forth below wherever used in this Agreement:

“**135**” has the meaning ascribed thereto in the preamble to this Agreement;

“**Accounts Receivable**” means accounts receivable, bills receivable, trade accounts, book debts and insurance claims recorded as receivable in the books and records of the Company and the Subsidiaries and other amounts due or deemed to be due to the Company or any Subsidiary including refunds and rebates receivable as at the Signature Date, as indicated in Appendix 1;

“**Accounts Receivable Statement**” has the meaning set out in Section 2.5(b);

“**Adjustment Period**” means the period commencing on the Signature Date and ending on (and including) the day that is 30 months following the Signature Date;

“**Affiliate**” means, in respect of a Person, any other Person, directly or indirectly, that controls, is controlled by or under common control with the first mentioned Person, and for the purposes of this definition “control” means the possession, directly or indirectly, by a Person or a group of Persons acting in concert of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities or otherwise;

“**Agreement**” means this Share Purchase Agreement;

“**Alternative Funding Proposal**” has the meaning set out in Section 5.5(b)(iii);

“**Antitrust Clearances**” means all Consents, clearances, approvals, permissions, license, variance, exemption, authorization, acknowledgement, permits, non-actions, orders and waivers required to be obtained from, and all registrations, applications, notices and filings required to be made with or provided to, any Governmental Authority or other third party, under or in connection with any Antitrust Laws, in connection with this Agreement. Without limiting the generality of the foregoing, Antitrust Clearances will include, but would not be limited to, (i) the clearance related to the Mexican Federal Economic Competition Law issued by the Federal Economic Competition Commission, or (ii) any other consents, clearances, approvals, permissions, license, variance, exemption, authorization, acknowledgement, permits, non-actions, orders and waivers required to be obtained from, and all registrations, applications, notices and filings required to be made with or provided to, any governmental entity or other third party, under or in connection with any Antitrust Laws;

“**Antitrust Laws**” mean any antitrust, competition or trade regulation Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening competition through merger or acquisition, including the Federal Economic Competition Law;

“**Appointment Order**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Approval and Vesting Order**” means an order to be granted by the Court which authorizes, approves and confirms this Agreement and the completion of the Transaction contemplated hereunder and vests the Purchased Shares in the Purchasers, free and clear of all Encumbrances, in a form acceptable to the Vendor and the Purchasers;

“**AR Objection Notice**” has the meaning set out in Section 2.5(e);

“Books and Records” means originals or copies of all books and records, data, information, ledgers, files, reports, plans, records, manuals and other materials (in whatever form maintained) in the possession or control of the Vendor;

“Business Day” means any day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;

“Closing” means the completion of the sale to and purchase by the Purchasers of the Purchased Shares under this Agreement;

“Closing Date” means that date that is five (5) Business Days after the later of: (a) grant of the Approval and Vesting Order (or, if stayed, the date on which the stay ceases to have effect), and (b) the date on which both the Purchasers and the Vendor shall have obtained all required Antitrust Clearances, or such other date as the Parties hereto may agree upon in writing;

“Company” means QMax Mexico, S.A. de C.V., a corporation existing under the laws of Mexico;

“Consent” means any approval, authorization, consent, ratification, permission, exemption or waiver or the expiration, lapse or termination of any waiting period (including any extension thereof) under any applicable Law;

“Court” has the meaning ascribed thereto in the recitals to this Agreement;

“Deposit” means the ████████ deposit provided to the Vendor, evidence of initiation of which was provided to the Vendor on the Signature Date, but the receipt of which could be delayed by up to two Business Days due to issues related to the international wire transfer process;

“Encumbrance” means pledges, liens, charges, security interest, mortgages, or adverse claims or encumbrances of any kind or character;

“Financial Statements” means the Company’s and the Subsidiaries’ unaudited financial statements as at December 31, 2020 (Appendix 3);

“Fixed Assets Statements” mean the Company’s and the Subsidiaries’ fixed assets statements updated to December 31, 2020 (Appendix 4);

“Governmental Authorities” means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law, rule or regulation-making organizations or entities:

- (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or
- (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

“Independent Auditor” means any one of Deloitte LLP, PricewaterhouseCoopers LLP or Ernst & Young LLP, as selected by the Vendor, that is not, at the relevant time, auditor to the Vendor, the Purchasers, the Company or the Subsidiaries;

“**Law**” means currently existing applicable laws, international treaties, codes, statutes, by-laws, rules, regulations, orders, ordinances or judgments, and any action, in each case of any Governmental Authority having the force of law;

“**Mexican ITA**” means the Mexican Income Tax Act (*Ley del Impuesto Sobre la Renta*), as amended;

“**Mexican Prime Rate**” means the last Interbank Equilibrium Interest Rate (*Tasa de Interés Interbancaria de Equilibrio*) for 91 days, published by Bank of Mexico in the Federal Official Gazette, as the reference rate of interest for determining the interest rate on Mexican peso loans in Mexico;

“**Mexican VAT**” means the Mexican Value Added Tax (*Impuesto al Valor Agregado*);

“**Outside Date**” means July 30, 2021; provided that either the Vendor or the Purchasers may elect by notice in writing delivered to the other Party prior to July 23, 2021 to extend the Outside Date to September 30, 2021 if the Closing has not occurred by July 23, 2021 as a result of the failure to obtain the Antitrust Clearances if the Party extending the Outside Date reasonably believes that the Antitrust Clearances are capable of being obtained prior to the Outside Date as it may be so extended;

“**Parties**” means the Vendor and the Purchasers, collectively, and “**Party**” means either of the Vendor or the Purchasers;

“**Person**” means a natural person, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity or organization;

“**Pre-Closing Tax Period**” means:

- (a) any Tax period ending on or before the Closing Date, and
- (b) the portion of any Straddle Period that relates to the period ending on the Closing Date;

“**Purchase Price**” has the meaning set out in Section 2.2;

“**Purchased Shares**” means, collectively:

- (a) 50,000 Fixed shares and 348,499,220 Variable shares in the capital of the Company;
- (b) 1 Fixed share in the capital of QMax Servicios Administrativos, S.A. de C.V., a corporation existing under the laws of Mexico;
- (c) 1 Fixed share in the capital of QMax Servicios Técnicos, S.A. de C.V., a corporation existing under the laws of Mexico; and
- (d) 1 Fixed share in the capital of QMax Servicios de Ingeniería, S.A. de C.V., a corporation existing under the laws of Mexico;

“**Purchasers**” has the meaning ascribed thereto in the preamble to this Agreement;

“**Q’Max Entities**” has the meaning ascribed thereto in the preamble to this Agreement;

“**QSI**” has the meaning ascribed thereto in the preamble to this Agreement;

“**Receivership Loan**” means a loan advanced by the Vendor to the Company following the initiation of the Receivership Proceedings in an amount not exceeding [REDACTED] in the aggregate;

“**Receivership Proceedings**” means the receivership proceedings commenced in respect of the Q’Max Entities pursuant to the Consent Receivership Order of the Court in Action No. 2001-06722;

“**Signature Date**” has the meaning given thereto on the first page of this Agreement;

“**Straddle Period**” means any taxable period that includes (but does not end on) the Closing Date;

“**Subsidiaries**” means QMax Servicios Administrativos, S.A. de C.V., QMax Servicios Técnicos, S.A. de C.V. and QMax Servicios de Ingeniería, S.A. de C.V., and “**Subsidiary**” means any one of them;

“**Tax**” or “**Taxes**” means, with respect to any Person:

- (a) any federal, state, local or foreign income, gross receipts, property, sales, use, license, excise, franchise, employment, payroll, estimated, severance, occupation, production, capital gains, goods and services, environmental stamps, withholding, alternative or add-on minimum, *ad valorem*, value added, asset, transfer tax, charges, levies, social security contribution quotas (to the *Instituto Mexicano del Seguro Social* – IMSS), housing fund contributions quotas (to the *Instituto del Fondo Nacional de la Vivienda para los Trabajadores* – INFONAVIT), and retirement fund contributions (to the *Sistema de Ahorro para el Retiro* – SAR), or any other tax, custom, duty, countervailing duties, contribution, governmental fee or other like assessment or charge of any kind whatsoever, whether or not disputed, together with any interest, adjustment and surcharges or penalty, imposed by any Governmental Authorities;
- (b) any liability for the payment of any amount of a type described in (a) above arising as a result of being or having been a member of any consolidated, combined, unitary or other group or being or having been included or required to be included in any Tax Return related thereto; and
- (c) any liability for the payment of any amount of a type described in (a) or (b) as a result of any obligation to indemnify or otherwise assume or succeed to the liability of any Person;

“**Tax Return**” means all returns, declarations of estimated tax payments, reports, estimates, information returns, claim for refund, notices, disclosures and statements, including any amendments of, or related or supporting information and attached schedules with respect to, any

of the foregoing, filed or to be filed, physically or electronically, with any Taxing Authority in connection with the determination, assessment, collection or administration of any Taxes;

“**Taxing Authority**” means any federal, state, local or foreign Governmental Authority responsible for the imposition, collection, or making determinations with respect to any Taxes;

“**Time of Closing**” has the meaning ascribed thereto in Section 3.1, or such other time as may be agreed to in writing between the Vendor and the Purchasers;

“**Transaction**” means the transaction of purchase and sale contemplated by this Agreement;

“**Transfer Tax**” means all sales, use, transfer, securities transaction, real property transfer, reporting, share transfer, and other similar Taxes and fees arising out of or in connection with the transactions effected pursuant to this Agreement, **provided that such term shall not include any Tax (including any withholding tax) imposed on the Vendor or the Q’Max Entities in respect of any income or gain resulting from the sale or other transfer of the Purchased Shares;** and

“**Vendor**” has the meaning ascribed thereto in the preamble to this Agreement.

1.2 **Headings, etc.** The division of this Agreement into articles, sections and paragraphs and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise stated, all references herein to articles or sections are to those of this Agreement.

1.3 **Including.** Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

1.4 **Plurality and Gender.** Words used herein importing the singular number only shall include the plural and vice versa and words importing gender shall include all genders and words importing individuals shall include corporations, partnerships, trusts, syndicates, joint ventures, governments and governmental agents and authorities and vice versa.

1.5 **Governing Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to its conflict of law rules. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the Province of Alberta over any action or proceeding arising out of or relating to this Agreement or the Transaction and the Parties hereto irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such courts of the Province of Alberta.

1.6 **Currency.** Unless otherwise specified, all references to money amounts are to lawful currency of the United States of America.

1.7 **Time.** Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and, in the case of calculation of the Closing Date, by extending the period to the next Business Day following if the last day of the period is not a Business Day.

ARTICLE 2 PURCHASE AND SALE

2.1 Sale of Purchased Shares. Upon the terms and subject to the conditions stated herein (which conditions, for greater certainty, include the granting by the Court of the Approval and Vesting Order, and the Antitrust Clearances), effective as of the Closing Date, the Purchasers shall purchase from the Vendor, and the Vendor shall sell to the Purchasers, the Purchased Shares in accordance with the following:

- (a) 49,999 Fixed shares in the capital of the Company held by QSI shall be purchased by Enermex BP;
- (b) 1 Fixed share in the capital of the Company held by 135 shall be purchased by BP Enermex;
- (c) 348,499,220 Variable shares in the capital of the Company held by QSI shall be purchased by Enermex BP;
- (d) 1 Fixed share in the capital of QMax Servicios Administrativos, S.A. de C.V. held by 135 shall be purchased by BP Enermex;
- (e) 1 Fixed share in the capital of QMax Servicios Técnicos, S.A. de C.V. held by 135 shall be purchased by BP Enermex;
- (f) 1 Fixed share in the capital of QMax Servicios de Ingeniería, S.A. de C.V. held by 135 shall be purchased by BP Enermex.

2.2 Purchase Price. Subject to any adjustments pursuant to Section 2.5, the aggregate purchase price payable by the Purchasers to the Vendor for the Purchased Shares shall be the amount of [REDACTED] less the amount of any indebtedness, up to an aggregate amount not exceeding [REDACTED], owing by the Company to the Vendor on the Closing Date pursuant to the Receivership Loan (the "**Purchase Price**"). Not later than two Business Days prior to the Closing Date, the Vendor shall provide written notice to the Purchasers of the amount of any indebtedness owing by the Company to the Vendor on the Closing Date pursuant to the Receivership Loan.

2.3 Payment of Purchase Price. Subject to this Agreement, at the Time of Closing, the Purchasers shall make the following payments:

- (a) the Purchasers shall repay, for and on behalf of the Company, the Receivership Loan by:
 - (i) directing that the Deposit be released to the Vendor in payment, on behalf of the Company, of a portion of the Receivership Loan owing by the Company to the Vendor; and
 - (ii) making a cash payment to the Vendor equal to the amount of the Receivership Loan owing by the Company to the Vendor minus the Deposit; and

- (b) the Purchasers shall pay the Purchase Price to the Vendor, which, for greater certainty, will be an amount equal to the excess of [REDACTED] over the amount of the Receivership Loan, plus any amounts that are payable to the Vendor as of the Closing Time under Section 2.5(a)(ii), plus applicable Transfer Tax, if any.

Unless otherwise agreed by the Parties, all amounts payable to the Vendor in this Section 2.3 and Section 2.8 below shall be paid to the Vendor in United States dollars and by wire transfer of immediately available funds.

2.4 Deposit.

- (a) If the Closing does not occur for any reason other than the default of the Purchasers, the full amount of the Deposit shall be returned forthwith to the Purchasers. It is understood that non-completion of the transaction of purchase and sale contemplated by this Agreement by the Purchasers because of the non-fulfilment of any conditions precedent set out in Article 3 shall not be considered to be a default of the Purchasers, nor shall termination of this Agreement in accordance with Section 5.5(d) be considered to be a default of the Purchasers.
- (b) If the Closing does not occur solely by reason of the default of the Purchasers, the full amount of the Deposit shall become the property of and be retained by the Vendor to compensate it for expenses incurred in connection with the transactions contemplated in this Agreement.

2.5 Future Payments on Existing Accounts Receivable.

- (a) Adjustment to Purchase Price for Accounts Receivable Collected – The Parties agree that, subject to Section 2.5(j), and provided that Closing has occurred:
 - (i) the Purchasers shall be entitled to the benefit of the first [REDACTED] (inclusive of Mexican VAT) of Accounts Receivable collected by the Company and the Subsidiaries during the Adjustment Period, which shall be applied to fund the requirements of the Company and its Subsidiaries in the ordinary course of business;
 - (ii) the Purchase Price will be adjusted upwards to the extent of any further collection of Accounts Receivable in excess of [REDACTED] (inclusive of Mexican VAT) during the Adjustment Period by an amount equal to [REDACTED] of the amounts collected in excess of [REDACTED] (inclusive of Mexican VAT), net of any reductions pursuant to Section 2.5(j); and
 - (iii) following the Time of Closing, within ten (10) days after the end of each calendar month during the Adjustment Period, the Purchasers shall pay to the Vendor any amounts owing to the Vendor in accordance with paragraph (ii) above.

Any payment made to the Vendor pursuant to Section 2.5 shall constitute an increase in the Purchase Price.

For greater certainty, in the event that Accounts Receivable in excess of [REDACTED] (inclusive of Mexican VAT) are collected during the period between the Signature Date and the Closing Date, no adjustment to the Purchase Price will be made and no such collected amounts shall be paid to the Vendor by the Company or the Subsidiaries prior to Closing.

- (b) Pre-Closing Delivery of Accounts Receivable Statement by the Vendor – As soon as reasonably practicable and in any event not later than ten (10) days after the end of each calendar month during the Adjustment Period prior to the Closing Date, the Vendor shall prepare and deliver to the Purchasers a statement (an “**Accounts Receivable Statement**”) setting out full details of all Accounts Receivable collected during such calendar month.
- (c) Post-Closing Delivery of Accounts Receivable Statement by the Purchasers – As soon as reasonably practicable and in any event not later than ten (10) days after the end of each calendar month during the Adjustment Period on and following the Closing Date, the Purchasers shall prepare and deliver to the Vendor an Accounts Receivable Statement setting out full details of all Accounts Receivable collected during such calendar month and any amounts paid or payable to the Vendor in connection therewith in accordance with Section 2.5(a)(ii). The Purchasers shall, from time to time, promptly provide such additional reasonable supporting documentation and access to the books and records of the Company and the Subsidiaries as the Vendor may request for purposes of verifying the Accounts Receivable collected during the Adjustment Period.
- (d) Failure to Deliver Accounts Receivable Statement – If the Purchasers fail to timely deliver an Accounts Receivable Statement in accordance with Section 2.5(c), the Vendor shall be entitled to retain, at the expense of the Purchasers, a nationally-recognized, independent firm of chartered accountants to provide an audit of the books and records of the Company and the Subsidiaries (which books and records will be made available by the Purchasers for such purpose) and make any necessary determination of the Accounts Receivable collected during the applicable calendar month, any such determination to be final, conclusive and binding on the Parties.
- (e) Delivery of AR Objection Notice – In the event that the Vendor objects in good faith to any item on an Accounts Receivable Statement, the Vendor shall so advise the Purchasers by delivery to the Purchasers of a written notice (the “**AR Objection Notice**”) within ten (10) days after the delivery to the Vendor of such Accounts Receivable Statement. The AR Objection Notice shall set out the reasons for the Vendor’s objection as well as the amount in dispute and reasonable details of the calculation of such amount.
- (f) Resolution of Disputes – The Purchasers shall give the Vendor and its accountant sufficient access to the books and records of the Company and the Subsidiaries and working papers of the Purchasers used in the preparation of the applicable Accounts Receivable Statement to enable the Vendor to exercise its rights under this Section. The Vendor and the Purchasers shall attempt to resolve all of the items in dispute set out in any AR Objection Notice within thirty (30) days of receipt of the AR Objection Notice by the Purchasers. Any items in dispute not resolved within such

thirty (30) day period shall be referred as soon as possible thereafter by the Vendor and the Purchasers to the Independent Auditor. The Independent Auditor shall act as expert and not as arbitrator and shall be required to determine the items in dispute that have been referred to it as soon as reasonably practicable but in any event not later than thirty (30) days after the date of referral of the dispute to it. In making its determination, the Independent Auditor will only consider the issues in dispute placed before it. The Vendor and the Purchasers shall provide or make available all documents and information as are reasonably required by the Independent Auditor to make its determination. The determination of the Independent Auditor shall be final and binding on the Parties and the Accounts Receivable Statement shall be (or not be) adjusted in accordance with such determination.

- (g) Audit Expenses – The Party whose position is not substantially accepted by the Independent Auditor (as determined by the Independent Auditor) will be responsible for all of the fees and expenses of the Independent Auditor. If the Independent Auditor neither substantially accepts nor substantially rejects a Party’s position (as determined by the Independent Auditor) then the Vendor, on the one hand, and the Purchasers, on the other hand, shall share equally the costs of the Independent Auditor.
- (h) Payment in Accordance with Determination – Within five (5) days after resolution, by agreement of the Parties, of the dispute which was the subject of the AR Objection Notice or, failing such resolution, within five (5) days after the final determination of the Independent Auditor, the Purchasers shall pay to the Vendor any amount owing as a result of such resolution or final determination pursuant to Section 2.5(a)(ii).
- (i) Ordering of Payments Received – The Parties agree that any amount paid to the Company or any Subsidiary by a counterparty during the Adjustment Period shall be, for greater certainty, in payment of amounts owing by such counterparty in respect of the Accounts Receivable (and not, for greater certainty, in respect of any other amount(s) that may from time to time be owing by the counterparty to the Company or any Subsidiary) until such time as all amounts owing by such counterparty in respect of the Accounts Receivable have been satisfied in full.
- (j) Permitted Deductions from Amounts Payable to the Vendor – Provided that the Purchasers have complied with Sections 2.5(k) and 2.7(b) below, notwithstanding anything else contained in this Agreement, any amounts payable by the Purchasers to the Vendor in accordance with Section 2.5(a)(ii) shall be decreased by such amounts actually paid to a third party by the Company or the Subsidiaries during the Adjustment Period on account of:
 - (i) any liability for Taxes owing by the Company or the Subsidiaries in respect of any taxation year for which Tax Returns were required to be filed prior to the Signature Date; or
 - (ii) claims made by employees or former employees of the Company or the Subsidiaries pursuant to Laws regarding employment standards, human rights, labour relations, occupational health and safety, workers’

compensation, accessibility, privacy, or pay equity relating to the period prior to the Closing Date; provided, however, that no adjustment shall be made with respect to any of the claims described in Appendix 2;

- (k) Notice and Settlement of Claims – During the Adjustment Period:
- (i) upon becoming aware of any liability or claim referenced in Sections 2.5(j)(i) or (ii), any facts upon which such a liability or claims could be based, or any material development with respect to any such liability or claim, the Purchasers shall promptly, and in any event within three Business Days, give notice thereof with full details to the Vendor;
 - (ii) the Vendor shall have the right to participate in the preparation of any representations or responses to any written audit inquiries received with respect to Taxes of the Company or the Subsidiaries which could give rise to liability or claim referenced in Sections 2.5(j)(i);
 - (iii) the Vendor shall have the right, at its own expense and employing counsel of its own choice, to assume the defence, compromise or settlement or participate in the defence, compromise or settlement of any claim, proceeding or any action which could give rise to a liability or claim referenced in Sections 2.5(j)(i) or (ii);
 - (iv) the Purchasers shall not, and shall cause the Company and the Subsidiaries to not, make any payments in respect of any liability or claim referenced in Sections 2.5(j)(i) or (ii) prior to the final resolution of the liability or claim without the prior written consent of the Vendor, such consent not to be unreasonably withheld or delayed;
 - (v) the Purchasers shall not, and shall cause the Company and the Subsidiaries to not, settle any liability or claim referenced in Sections 2.5(j)(i) or (ii) without the prior written consent of the Vendor, such consent not to be unreasonably withheld or delayed; and
 - (vi) on request of the Vendor, the Purchasers shall provide the Vendor with full details and reasonable supporting documentation evidencing any amounts paid to a third party by the Company or the Subsidiaries on account of any liability or claim referenced in Sections 2.5(j)(i) or (ii).

2.6 Adjustments to and Allocation to the Purchase Price. The Purchase Price following any reduction for indebtedness owing by the Company to the Vendor on the Closing Date pursuant to the Receivership Loan, but before any adjustments under Section 2.5, shall be allocated among the Purchased Shares in the manner set out below:

- (a) 1 Fixed share in the capital of QMax Servicios Administrativos, S.A. de C.V.: ■;
- (b) 1 Fixed share in the capital of QMax Servicios Técnicos, S.A. de C.V.: ■;

- (c) 1 Fixed share in the capital of QMax Servicios de Ingeniería, S.A. de C.V.: ■; and
- (d) 50,000 Fixed shares and 348,499,220 Variable shares in the capital of the Company: the Purchase Price remaining after the amounts allocated in paragraphs (a), (b) and (c) above shall be allocated on a pro rata basis based on the number of shares among the Fixed shares and Variable shares of the Company.

If the Purchase Price shall be adjusted pursuant to Section 2.5, the amount of adjustment required shall be allocated on a pro rata basis based on the number of shares among the Fixed shares and Variable shares of the Company.

Each of the Vendor and the Purchasers shall report the purchase and sale of the Purchased Shares in any Tax Return in accordance with this Section 2.6.

2.7 Taxes.

- (a) Cooperation – The Purchasers agree and accept that the Vendor is a receiver and is acting on behalf of the Q’Max Entities; accordingly, the Vendor shall be under no obligation to provide the Purchasers with such cooperation and information with respect to any Tax Return, amended Tax Return or claim for refund with respect to the Company or any Subsidiary.
- (b) Tax Returns – The Purchasers shall prepare and file, or cause to be prepared and filed, (i) all Tax Returns required to be filed by the Company and the Subsidiaries for any period which ends on or before the Closing Date and for which Tax Returns have not been filed as of such date and (ii) all Tax Returns required to be filed by the Company and the Subsidiaries that are due after the Closing Date and the Purchasers shall cause the Company and the Subsidiaries to pay or cause to be paid the Taxes shown to be due on the Tax Returns in (i) and (ii). Tax Returns prepared by the Purchasers under this Section 2.7(b) shall be submitted in draft form to the Vendor for review and comment prior to filing. The Vendor shall, subject to Law, have the right to require the Purchasers to cause reasonable changes to be made to any such Tax Return by communicating such changes in writing to the Purchasers within 30 days of receipt of the draft Tax Return. The Purchasers shall make, or cause to be made, such changes required by the Vendor and file only such Tax Return. Without the prior written consent of the Vendor, the Purchasers shall not amend, refile or otherwise modify, or cause or permit the Company or any of the Subsidiaries to amend, refile or otherwise modify, any Tax Return of or relating to the Company or any Subsidiary with respect to any Pre-Closing Tax Period.
- (c) Control of Proceedings – The Purchasers shall control all audits and any other proceedings with respect to any Tax claim of the Company or any Subsidiary, except for any audits or other proceedings which could give rise to (or relate to) a liability described in Section 2.5(j)(i) which, for greater certainty, shall be governed by Section 2.5(k). Further, in the case any Governmental Authorities assess any deficiency against any of the Company or the Subsidiaries based on Pre-Closing Tax Periods, the Company and the Subsidiaries shall have the economic burden to pay the Tax claim to prevent any enforcement action by the relevant Governmental Authority. If as a result of any challenge or procedure against any such Tax claim

it is finally determined by any Governmental Authority that such payment should not have been made, the Purchasers shall file and complete all applicable procedures to obtain the refund of any amount so paid to any Governmental Authority which will be for its benefit.

- (d) Requirement to Withhold – Under article 161 of the Mexican ITA, the Purchasers shall withhold and pay to the applicable Governmental Authorities 25% of the Purchase Price allocable to the sale of the Purchased Shares on or before the day fifteen (15) following the Closing Date and will provide the Vendor with stamped copies of any such payment.
- (e) Election to Pay Income Tax – Notwithstanding Section 2.7(d), if the Vendor, on behalf of the Q’Max Entities, elects to pay the income tax arising from the sale of the Purchased Shares on the net gain, under paragraph 6 of article 161 of the Mexican ITA, then the Vendor, on behalf of the Q’Max Entities, shall: (i) deliver to the Purchasers, prior to the Closing Date, true and correct copies of the documents evidencing the appointment of their legal representative in Mexico for purposes of the provisions of article 161, paragraph 6, of the Mexican ITA, which appointment shall be made pursuant to article 174 of the Mexican ITA; (ii) prepare and cause their legal representative appointed pursuant to section (i) above to file, within fifteen (15) days after Closing Date, the tax return required by the Mexican Governmental Authorities, accompanied by payment of any income tax due on the sale of the capital shares of the Company or the Subsidiaries, as applicable; (iii) file, within fifteen (15) days after the filing of the Tax Return, the notice required by the Governmental Authorities to apply for the 35% Tax; and (iv) cause to be prepared and filed with the Governmental Authorities, within thirty (30) days after the filing of the Tax Return, an opinion (a statutory tax report “*dictamen*”) of an authorized certified public accountant authorized by the Governmental Authorities that the Q’Max Entities’ income from the sale of the Purchased Shares is not subject to a preferential tax regime for income tax purposes and they are not residents of a country with a territorial taxation system as provided in article 161 of the Mexican ITA and, consequently, the option to pay the income tax arising from the sale of the Purchased Shares on the net gain is applicable.

2.8 Transfer Taxes. At Closing, the Purchasers shall be solely responsible for all Transfer Tax pertaining to their acquisition of the Purchased Shares. The Purchase Price does not include Transfer Tax. The Vendor and the Purchasers agree to use their commercially reasonable efforts to minimize Transfer Tax payable in connection with the completion of the Transaction. If Transfer Tax is nonetheless payable in respect of the purchase of the Purchased Shares pursuant hereto, the Purchasers shall be responsible for the payment of, and shall indemnify and save harmless the Vendor in respect of, the Transfer Tax and all interest and penalties payable pursuant to any applicable laws in respect thereof.

2.9 Deliveries by the Vendor at Signature. At the Signature Date, the Vendor hereby delivers, without representation or warranty, the following to the Purchasers:

- (a) a copy of the Account Receivable statement (Appendix 1);
- (b) a copy of the Excluded Claims statement (Appendix 2);

- (c) a copy of the Financial Statements (Appendix 3); and
- (d) a copy of the Fixed Assets Statements (Appendix 4).

ARTICLE 3 CLOSING

3.1 Time of Closing. The Closing of the Transaction shall occur at 9:00 a.m. (Calgary time) on the Closing Date (the “**Time of Closing**”), at the office of the Vendor’s solicitor.

3.2 Mutual Condition to Closing. The obligation of the Purchasers and the Vendor to proceed with the Closing of the Transaction is subject to:

- (a) the Vendor obtaining the Approval and Vesting Order, which shall not have been stayed, varied, vacated or be subject to any pending appeal and no order shall have been issued which restrains or prohibits the completion of the Transaction;
- (b) both the Purchasers and the Vendor obtaining all required Antitrust Clearances of any governmental entity before Closing is effective, having them been remaining in full force and effect and all applicable waiting periods having expired, lapsed or been terminated (as appropriate), in each case in connection with this Agreement, under the Antitrust Laws of any and all applicable antitrust jurisdiction. Therefore, the Parties shall use their respective reasonable best efforts to (i) file with the Mexico’s Federal Economic Competition Commission a notification of concentration in connection with the Transaction promptly following the Signature Date; and (ii) to the extent permitted by applicable Antitrust Laws, each of the Parties shall consult and cooperate with one another, and consider in good faith the views of one another, in connection with any documentation and arguments to be made or submitted by or on behalf of any party hereto in connection with proceedings under or relating to the Federal Economic Competition Law; and
- (c) the Company making all registrations, filings and applications, given all notices and obtaining all Consents, transfers, approvals, orders, qualifications and waivers necessary or desirable for the consummation of the Transaction.

3.3 Purchasers’ Conditions. The obligation of the Purchasers to complete the Transaction on the Closing Date is subject to the following conditions being fulfilled or performed at or prior to the time indicated:

- (a) at or prior to the Time of Closing, all representations and warranties of the Vendor contained in this Agreement shall be true and correct in all material respects with the same effect as though made on and as of that date;
- (b) prior to the Time of Closing, the Vendor shall have performed or complied with each of its agreements, covenants and obligations under this Agreement to the extent required to be performed on or before the Closing Date;
- (c) prior to the Time of Closing the Vendor shall have executed (as applicable) and delivered all deliverables required under Section 4.1; and

- (d) there will not be any judicial restraining order or injunction, preliminary or otherwise, in effect prohibiting the Closing or the Transaction.

The foregoing conditions are for the exclusive benefit of the Purchasers. Any condition may be waived by the Purchasers in whole or in part. Any such waiver shall be binding on the Purchasers only if made in writing. In the event that any of the foregoing conditions is not satisfied or waived by the Closing Date, the Purchasers shall be entitled to terminate this Agreement by notice in writing given to the Vendor on the Closing Date.

3.4 Vendor's Conditions. The obligation of the Vendor to complete the Transaction on the Closing Date is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing, as applicable:

- (a) at or Prior to the Time of Closing, all representations and warranties of the Purchasers contained in this Agreement shall be true and correct in all material respects with the same effect as though made on and as of that date; and
- (b) prior to the Time of Closing the Purchasers shall have performed or complied with, in all material respects, each of their agreements, covenants and obligations under this Agreement, to the extent required to be performed on or before the Closing Date;
- (c) prior to the Time of Closing the Purchasers shall have executed (as applicable) and delivered all deliverables required under Section 4.2; and
- (d) there will not be any judicial restraining order or injunction, preliminary or otherwise, in effect prohibiting the Closing or the Transaction.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition may be waived by the Vendor in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. In the event that any of the foregoing conditions is not satisfied or waived by the Closing Date, the Vendor shall be entitled to terminate this Agreement by notice in writing given to the Purchasers on the Closing Date.

3.5 Termination at Outside Date. This Agreement may be terminated by either the Purchasers or the Vendor by notice in writing given to the other Party if the Closing Date has not occurred or on before the Outside Date, except that the right to terminate this Agreement under this Section 3.5 shall not be available to any Party whose failure to fulfill any of its obligations or breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, the failure of the Closing Date to occur by the Outside Date.

ARTICLE 4 CLOSING DELIVERIES

4.1 Deliveries by the Vendor at Closing. At the Time of Closing the Vendor shall deliver, or cause to be delivered, the following to the Purchasers:

- (a) a certified copy of the Approval and Vesting Order;

- (b) a certified copy of the Antitrust Clearances, if not granted by an automatic approval (*afirmativa ficta*);
- (c) stock certificates representing the Purchased Shares, duly endorsed in property (*endoso en propiedad*) in favor of the Purchasers, as applicable, or accompanied by duly signed powers of attorney for transfer in blank;
- (d) the Books and Records, including Company's and the Subsidiaries' stock ledger entries, executed by the Company's or the Subsidiaries' secretary or other authorized Person, as applicable, evidencing the sale, conveyance, transfer, assignment and delivery of the Purchased Shares to the Purchasers;
- (e) a Trademark License Agreement authorizing the Company and the Subsidiaries to use certain trademarks and other intellectual property, including the "QMAX" trademark, in Mexico in perpetuity at no cost to the Company, the Subsidiaries or the Purchasers, duly executed by the licensor; and
- (f) such further and other documentation as is referred to in this Agreement or as the Purchasers may reasonably require to give effect to this Agreement.

4.2 Deliveries by the Purchasers at Closing. At the Time of Closing the Purchasers shall deliver, or cause to be delivered, the following to the Vendor:

- (a) the payments specified under Section 2.3; and
- (b) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

ARTICLE 5 COVENANTS

5.1 Conduct of Business Prior to Closing.

During the period from the Signature Date to the Closing Date, the Vendor shall cause the Company and each Subsidiary to do the following:

- (a) Conduct Business in the Ordinary Course – except as otherwise contemplated or permitted by this Agreement or with the prior written consent of the Purchasers, and subject to receipt of funding in accordance with Section 5.5(b)(i), conduct its business in all material respects in the ordinary course, consistent with past practice, including, as applicable, from time to time entering into new customer contracts;
- (b) Provision of Financial Statements and Fixed Assets Statements – promptly following preparation thereof, to provide to the Purchasers a copy of the Company's and the Subsidiaries' unaudited financial statements and fixed asset statements for each month subsequent to those reflected in the Financial Statements and the Fixed Assets Statements;

- (c) No Changes to Management – not, without the prior written consent of the Purchasers, terminate the employment of Carlos Castro as Country Manager of the Company; and
- (d) Continue Insurance – use commercially reasonable efforts to continue in force all policies of insurance maintained by or for its benefit.
- (e) Maintain working software – maintain working software consistent with past practice available and in use for the Company and the Subsidiaries until the Closing Date.
- (f) Maintain trademarks – use commercially reasonable efforts to maintain all trademarks used by the Company and the Subsidiaries.

5.2 Preservation of Books and Records.

The Purchasers shall take all reasonable steps to preserve and keep the Books and Records of the Company and the Subsidiaries delivered to it in connection with the completion of the transactions contemplated by this Agreement for a period of five (5) years from the Closing Date, or for any longer period as may be required by any Law or Governmental Authority, and shall make such Books and Records available to the Vendor on a timely basis, as may be requested by it.

5.3 Settlement of Intercompany Indebtedness.

Prior to the Time of Closing, the Vendor shall cause the Company and the Subsidiaries to settle all intercompany indebtedness owing between them and any affiliate thereof other than the Company or the Subsidiaries, other than intercompany indebtedness owing pursuant to the Receivership Loan, which will be settled in full at the Time of Closing in accordance with Section 2.3.

5.4 Treatment of Accounts Receivable.

Following the Time of Closing until the end of the Adjustment Period:

- (a) the Purchasers shall, and shall cause the Company and the Subsidiaries to, use commercially reasonable efforts to pursue the collection of the Accounts Receivable; and
- (b) unless otherwise consented to by the Vendor in writing, the Purchasers shall not, and shall not permit any of the Company or the Subsidiaries to:
 - (i) compromise or adjust;
 - (ii) assign;
 - (iii) permit the assignment by the counterparty of;
 - (iv) extend the time of payment of;
 - (v) grant any discounts, allowances or credits in respect of; or

- (vi) set-off,
any of the Accounts Receivable.

5.5 **Funding Loans.**

- (a) During the period from the Signature Date to the Closing Date, the Vendor will, at or prior to 5:00 p.m. Eastern Time on Monday of each week, provide written notice (the “**Funding Notice**”) to the Purchasers of its good faith estimate (determined in consultation with management of the Company) of all funding requirements for the Company and the Subsidiaries during the calendar week (Monday through Sunday) following the week in which such Funding Notice is given.
- (b) Upon receipt of such notice, the Purchasers may, at their option:
 - (i) elect to fund such requirements by paying the amount set out in such Funding Notice to the Company by wire transfer received at or prior to noon Eastern Time on Friday immediately following such Funding Notice, such payment to be advanced as a loan on the terms described in Section 5.5(e) below;
 - (ii) decline to fund such requirements by written notice to the Vendor at or prior to 5:00 p.m. Eastern Time on Wednesday immediately following such Funding Notice without any proposal of alternative funding terms; or
 - (iii) decline to fund such requirements by written notice to the Vendor at or prior to 5:00 p.m. Eastern Time on Wednesday immediately following such Funding Notice, together with a written statement explaining the reasons for the decision and proposing new funding terms for the week (an “**Alternative Funding Proposal**”).
- (c) In the event that an Alternative Funding Proposal is delivered by the Purchasers in accordance with Section 5.5(b)(iii):
 - (i) the Vendor shall deliver a written notice to the Purchasers at or prior to 5:00 p.m. Eastern Time on Thursday immediately following the Alternative Funding Notice, accepting or rejecting the new funding terms proposed by the Purchasers; and
 - (ii) if:
 - (A) the Vendor accepts the new funding terms proposed by the Purchasers in the Alternative Funding Proposal; or
 - (B) the Vendor, the Purchasers and management of the Company otherwise agree on an alternative funding amount,

the Purchasers shall fund such requirements by paying such agreed amount to the Company by wire transfer received at or prior to noon Eastern Time on Friday immediately following such Alternative Funding Proposal, such

payment to be advanced as a loan on the terms described in Section 5.5(e) below.

- (d) In the event that the Purchasers deliver a notice declining to fund in accordance with Section 5.5(b)(ii), the Vendor delivers a notice rejecting new funding terms set forth in an Alternative Funding Notice in accordance with Section 5.5(c)(i), or the Purchasers otherwise fail to fund any payment by the applicable deadline in accordance with Section 5.5(b)(i) or Section 5.5(c)(ii), as applicable, this Agreement will be deemed terminated, the Deposit will be returned to the Purchasers and neither Party will have any further obligations under the Agreement.
- (e) All funding advanced in accordance with Section 5.5(b)(i) or Section 5.5(c)(ii) shall be advanced as a loan on the following terms:
 - (i) the loan shall bear interest at the Mexican Prime Rate, calculated quarterly, as at the first day of such fiscal quarter;
 - (ii) the loan shall be repayable upon demand by the Purchasers following the earliest to occur of:
 - (A) the Time of Closing;
 - (B) the termination of this Agreement where Closing does not occur for any reason other than the default of the Purchasers; and
 - (C) the first anniversary of the Signature Date;
 - (iii) prior to demand, the Company shall be entitled to prepay all of the principal amount outstanding without notice, bonus or penalty; and
 - (iv) the loan shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the federal laws of Mexico applicable therein, without regard to its conflict of law rules.

Upon request of the Purchasers prior to the Closing Date, the Vendor shall cause the Company to issue promissory note(s) evidencing such loan(s).

- (f) In the event that the Vendor determines in good faith prior to the Closing Date that the Company has sufficient funds to meet all of its funding requirements in the foreseeable future, the Vendor shall cause the Company to use any excess funds not required to meet such funding requirements, as determined by the Vendor in good faith, to repay a portion of the principal amount outstanding under such loan(s).
- (g) Upon termination of this Agreement, to the extent the Company has available funds, the Vendor shall cause the Company to use such available funds to repay a portion of the principal amount outstanding under such loan(s) at such time.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

6.1 Vendor's Representations and Warranties. The Vendor represents and warrants, and acknowledges that the Purchasers are relying upon such representations and warranties in connection with the Transaction, that, as at the Closing Date:

- (a) the Vendor has been appointed by the Court as receiver and manager of the assets, undertakings and properties of the Q'Max Entities pursuant to the Appointment Order, a copy of which has been provided to the Purchasers; and
- (b) subject to the Appointment Order, the issuance of the Approval and Vesting Order and any further order made by the Court in the Receivership Proceedings, the Vendor, in its capacity as court-appointed receiver and manager of the assets, undertakings and properties of the Q'Max Entities and not in its personal or corporate capacity, has all necessary power and authority to execute and deliver this Agreement and all related documents and to perform its obligations under this Agreement.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

7.1 Purchasers' Representations and Warranties. The Purchasers represent and warrant, and acknowledge that the Vendor is relying upon such representations and warranties in connection with the Transaction, that, as at the Closing Date:

- (a) each of the Purchasers is a validly existing corporation under the laws of Mexico, and has all necessary corporate power and authority to execute and deliver this Agreement and all related documents and perform its obligations under this Agreement;
- (b) the execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action of the Purchasers;
- (c) this Agreement constitutes a valid and binding obligation of the Purchasers enforceable against them in accordance with its terms subject to any limitations imposed by Law;
- (d) the Purchasers have conducted to their satisfaction an independent investigation of the financial condition, liabilities, results of operations and projected operations of the Company and each Subsidiary and the nature and condition of its properties and assets and, in making the determination to proceed with the Transaction, has relied solely on the results of its own independent investigation and, except as otherwise expressly provided herein, is purchasing the Purchased Shares on an "as is, where is and without recourse or liability" basis.

**ARTICLE 8
AS IS, WHERE IS**

- 8.1 As Is, Where Is.** The representations and warranties made by the Vendor in Article 6 are the exclusive representations and warranties made by the Vendor. The Purchasers acknowledge and agree that, except as otherwise expressly provided herein, the Purchased Shares are being acquired on an “as is, where is and without recourse or liability” basis, without any representations or warranties from the Vendor.
- 8.2 Purchasers’ Waiver.** Except for its express rights under this Agreement, the Purchasers hereby waive all rights and remedies (whether now existing or hereinafter arising and including all equitable, common law, tort, contractual and statutory rights and remedies) against the Vendor or any of the Q’Max Entities in respect of the Transaction or any representations or statements made, direct or indirect, express or implied, or information or data furnished to the Purchasers or their representatives, in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means).

**ARTICLE 9
NOTICES**

- 9.1 Notices.** Any notices or other communications required or given under this Agreement shall be in writing, shall be delivered in person or by email and shall be deemed to have been given and received when delivered in person or when communicated by email during normal business hours on a Business Day (and otherwise on the next Business Day):

if to the Vendor, addressed to:

KPMG Inc., in its capacity as court appointed receiver and manager of Q’Max Solutions Holdings Inc. and 1356760 Alberta Ltd., and not in its personal or corporate capacity
3100, 205 – 5th Avenue S.W.
Calgary, Alberta
Canada T2P 4B9

Attn: Anamika Gadia
Email: agadia@kpmg.ca

with a copy to:

Osler, Hoskin & Harcourt LLP
Suite 2700, 225 – 6th Avenue SW
Calgary, Alberta
Canada T2P 1N2

Attention: Randal Van de Mosselaer
Email: rvandemosselaer@osler.com

if to the Purchasers, addressed to:

ENERMEX BP, S.A.P.I. de C.V., and
BP ENERMEX II, S.A.P.I. de C.V.
Florenxia 14 piso 3 Oficina B Anexo 1
Colonia Juárez, Alcaldía Cuauhtémoc, CP 06600, CDMX

Attention: Luis Enrique Corcuera Dellavedova
Email: luis.corcuera@r9.com.mx

with a copy to:

Palomino Flores Hernández Abogados
Florenxia 14 piso 2
Colonia Juárez, Alcaldía Cuauhtémoc, CP 06600, CDMX

Attention: Luis Fernando Palomino Bernal
Email: luis.palomino@palominoabogados.mx

Attention: Óscar Javier Palomino Bernal
Email: oscar.palomino@palominoabogados.mx

or at such other place or places or to such other Person or Persons as shall be designated in writing by a Party to this Agreement in the manner herein provided.

ARTICLE 10 MISCELLANEOUS

- 10.1 Enurement.** This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their legal representatives, successors and permitted assigns.
- 10.2 Assignment.** The Purchasers shall not assign any right or interest in this Agreement without the Vendor's prior written consent, which consent may be withheld in the Vendor's sole and absolute discretion, provided that the Purchasers shall be entitled, upon giving notice to the Vendor at any time not less than ten (10) Business Days prior to the Closing Date, to assign all of their rights and obligations under this Agreement to any Affiliate of the Purchasers. Any such assignment will not release the Purchasers from any of their obligations or liabilities hereunder.
- 10.3 Severability.** In case any provision in this Agreement shall be prohibited, invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective only to the extent of such prohibition, invalidity, illegality or unenforceability in such jurisdiction without affecting or impairing the validity, legality or enforceability of the remaining provisions hereof, and any such prohibition, invalidity, illegality or unenforceability shall not affect or impair such provision in any other jurisdiction.
- 10.4 Further Assurances.** Each of the Parties hereto shall at the request and expense of the other Party hereto so requesting execute and deliver such further or additional documents and instruments as may reasonably be considered necessary or desirable to properly reflect and carry out the true intent and meaning of this Agreement.

10.5 Survival.

- (a) In addition to the circumstances where the survival of certain representations, warranties, covenants and agreements is expressly provided for, the representations, warranties, covenants and agreements made by the Purchasers to the Vendor in or pursuant to this Agreement shall survive the Closing of the Transaction provided for herein.
- (b) The representations, warranties, covenants and agreements of the Vendor shall terminate upon the Vendor's sale of the Purchased Shares upon Closing, except for the covenants and agreements of the Vendor set forth in Section 2.5 and Section 2.7, which shall survive the Closing of the Transaction provided for herein.

10.6 Time of Essence. Time shall be of the essence of this Agreement.

10.7 Waiver. Failure by either Party hereto to insist in any one or more instances upon the strict performance of any one of the covenants contained herein shall not be construed as a waiver or relinquishment of such covenant. No waiver by any Party hereto of any such covenant shall be deemed to have been made unless expressed in writing and signed by the waiving Party.

10.8 Amendment. This Agreement may not be amended, modified or terminated except by an instrument in writing signed by the Parties hereto.

10.9 Expenses. Except as otherwise expressly provided in this Agreement, all expenses incurred in connection with this Agreement and the Transaction shall be paid by the Party incurring such expenses, except that the Vendor, on the one hand, and the Purchasers, on the other hand, shall share equally the filing fees incurred in connection with any filings under any Antitrust Laws.

10.10 Entire Agreement. This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all of the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered hereunder or thereunder.

[Remainder of Page Intentionally Left Blank]

10.11 Counterparts and Facsimile. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all counterparts together shall constitute one and the same instrument. A signed counterpart provided by way of facsimile transmission or by e-mail in PDF shall be as binding upon the Parties as an originally signed counterpart.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed and delivered by its duly authorized officer, to be effective as of the date first written above.

KPMG INC., in its capacity as court appointed receiver and manager of Q'Max Solutions Holdings Inc. and 1356760 Alberta Ltd., and not in its personal or corporate capacity

Per:



Name: Anamika Gadia
Title: Senior Vice President

BP ENERMEX II, S.A.P.I. DE C.V.

Per: _____

Name:
Title:

ENERMEX BP, S.A.P.I. DE C.V.

Per: _____

Name:
Title:

10.11 Counterparts and Facsimile. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all counterparts together shall constitute one and the same instrument. A signed counterpart provided by way of facsimile transmission or by e-mail in PDF shall be as binding upon the Parties as an originally signed counterpart.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed and delivered by its duly authorized officer, to be effective as of the date first written above.

KPMG INC., in its capacity as court appointed receiver and manager of Q'Max Solutions Holdings Inc. and 1356760 Alberta Ltd., and not in its personal or corporate capacity

Per: _____
Name:
Title:

BP ENERMEX II, S.A.P.I. DE C.V.

Per: _____
Name: _____
Title: **LUIS ENRIQUE GARCERA DELCAJEDDA
LEGAL REPRESENTATIVE**

ENERMEX BP, S.A.P.I. DE C.V.

Per: _____
Name: _____
Title: **LUIS ENRIQUE GARCERA DELCAJEDDA
LEGAL REPRESENTATIVE**

Appendix 1
Accounts Receivable

Appendix 3
Financial Statements

Appendix 4
Fixed Assets Statement

ADDENDUM TO SHARE PURCHASE AGREEMENT

THIS ADENDUM has been entered into as of February 10, 2021

BETWEEN:

KPMG INC., in its capacity as court appointed receiver and manager of Q'Max Solutions Holdings Inc. ("**QSI**") and 1356760 Alberta Ltd. ("**135**" and, collectively with QSI, the "**Q'Max Entities**"), and not in its personal or corporate capacity

(the "**Vendor**")

- and -

BP ENERMEX II, S.A.P.I. DE C.V.

(**BP Enermex**)

- and -

ENERMEX BP, S.A.P.I. DE C.V.

(**Enermex BP**", and together with BP Enermex, collectively, the "**Purchasers**")

RECITALS:

- A. The Vendor and the Purchasers entered a Share Purchase Agreement on February 2, 2021 ("**Agreement**").
- B. The Parties desire to modify Section 1.1. of the Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree with each other to modify a part of Section 1.1. as follows:

**ARTICLE 1
AMENDMENT**

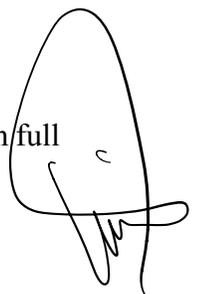
1.1 Amended Section

Section 1.1. of the Agreement is hereby amended only about "Deposit" definition, as follows:

"**Deposit**" means the [REDACTED] deposit provided to the Vendor by the Purchasers, which Deposit was received by the Vendor on February 10, 2021.

1.2 No Amended Sections

Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.



IN WITNESS WHEREOF the Parties hereto have caused this Addendum to be executed and delivered by its duly authorized officer, to be effective as of the date first written above.

KPMG INC., in its capacity as court appointed receiver and manager of Q'Max Solutions Holdings Inc. and 1356760 Alberta Ltd., and not in its personal or corporate capacity

Per:



Name: Anamika Gadia
Title: Senior Vice-President

BP ENERMEX II, S.A.P.I. DE C.V.

Per: _____

Name:
Title:

ENERMEX BP, S.A.P.I. DE C.V.

Per: _____

Name:
Title:

IN WITNESS WHEREOF the Parties hereto have caused this Addendum to be executed and delivered by its duly authorized officer, to be effective as of the date first written above.

KPMG INC., in its capacity as court appointed receiver and manager of Q'Max Solutions Holdings Inc. and 1356760 Alberta Ltd., and not in its personal or corporate capacity

Per: _____
Name:
Title:

BP ENERMEX II, S.A.P.I. DE C.V.

Per:

(
I
)

Name: WIS E CORCUERA DE LA CRUZ
Title: FEBRUARY 10th 2021

ENERMEX BP, S.A.P.I. DE C.V.

Per:

(
I
)

Name: WIS E CORCUERA DE LA CRUZ
Title: FEBRUARY 10th 2021

Appendix “D”

QMAX INTELLECTUAL PROPERTY LICENSE AGREEMENT

This QMax Intellectual Property License Agreement is made the [●] day of [●], 2021 (the “**Effective Date**”) between KPMG Inc., in its capacity as court appointed receiver and manager of Q'Max Solutions Inc., a corporation incorporated in British Columbia, Canada with registration number BC 10003177 (“**QSI**”), and not in its personal or corporate capacity (“**Licensor**”) and QMax Mexico, S.A. de C.V., a corporation existing under the laws of Mexico with RFC QME000424KB1 (“**Licensee**”). “**Parties**” means Licensor and Licensee, and “**Party**” means either one of them as the context requires.

Background:

(A) Pursuant to a Consent Receivership Order of the Court of Queen’s Bench (Alberta) made as of May 28, 2020, Licensor was appointed as receiver and manager, without security, of all of QSI’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds therefrom.

(B) Licensor and Licensee have agreed to terminate the existing intellectual property license agreement made between QSI and Licensee as of May 22, 2020 (the “**Original License Agreement**”).

(C) In connection with the sale of all of the shares of Licensee to third party purchasers pursuant to a share purchase agreement dated as of February 2, 2021, as amended pursuant to an addendum dated as of February 10, 2021, Licensor agreed to enter into a license agreement with Licensee in respect of the QMax IP, as defined below, upon the terms and conditions set out herein.

The Parties agree as follows:

1. Definitions

Capitalized terms used and not otherwise defined in this Agreement will have the meaning ascribed to them in Schedule A (Definitions).

2. Termination of Original License Agreement

Licensor and Licensee agree that as of the Effective Date, notwithstanding Section 1.6 of the Original License Agreement, the Original License Agreement is hereby terminated (including, for greater clarity, any license granted therein) and of no further force and effect.

3. Term

This Agreement will commence on the Effective Date and will continue in perpetuity unless terminated in accordance with the terms set out herein (the “**Term**”).

4. Grant of License

- (a) Subject to Section 5, Licensor hereby grants to Licensee a non-transferable, non-sublicensable license (the “**License**”) to use the QMax IP in the country of Mexico during the Term.

- (b) Licensors agree that it will not grant a license to the QMax IP, or any part thereof, to any third parties for use in Mexico. Notwithstanding the foregoing, nothing in this Agreement will limit Licensors' right to grant a license to the QMax IP, or any part thereof, to third parties located outside of Mexico, which may permit a third party to use the QMax IP in any jurisdiction for ancillary purposes.

5. License Restrictions

Except as otherwise explicitly set out in this Agreement, Licensee will not:

- (a) use the QMax IP, or any part thereof, outside of the country of Mexico;
- (b) distribute, resell, rent, sub-license, lease, or otherwise make the QMax IP, or any part thereof available to any third party that is not an affiliate of Licensee;
- (c) use the QMax IP other than permitted under the License; or
- (d) remove any copyright, trademark, trade name, or other proprietary notices from the QMax IP.

6. No Support or Maintenance

The Parties agree that no support, maintenance or other professional services will be provided under this Agreement.

7. Ownership of QMax Intellectual Property

Licensee acknowledges that the QMax IP, and any derivative works, modifications, compilations, adaptations, translations, or enhancements thereto, and the Intellectual Property Rights therein, whether made by Licensee, Licensors or any other third party, are and will remain the sole and exclusive property of Licensors and that Licensee acquires no right, title or interest therein, except for the License granted to Licensee herein.

8. Confidential Information

- (a) Licensee will protect the Confidential Information with the same degree of care as it uses to protect its own confidential information, which, in any event, will not be less than a reasonable degree of care. Licensee may only use the Confidential Information to the extent necessary to exercise its rights under this Agreement and for no other purposes. Licensee will not disclose any Confidential Information, to any individual, person, or entity except to its Representatives on a "need-to-know" basis that have entered into written obligations of confidentiality no less protective of such Confidential Information than this Agreement. Licensee will cause its Representatives to comply with this Section 8 and will be responsible for any breach of this Section 8 by its Representatives.
- (b) Licensee will not be considered to have breached its obligations by:
 - (i) disclosing Confidential Information as required to satisfy any legal requirement of a governmental authority provided that, immediately upon

receiving any such request from such governmental authority and to the extent that it may legally do so, Licensee advises Licensor of the request prior to making such disclosure in order that Licensor may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information; or

- (ii) disclosing Confidential Information to its lawyers, auditors and other professional advisors in connection with services rendered by such advisors, provided that Licensee enters into confidentiality agreements with such advisors or such advisors are legally regulated professionals who owe confidentiality obligations to the Party under applicable law.
- (c) In the event of any actual or suspected misuse, disclosure, unauthorized access or use, or loss of, or inability to account for, any Confidential Information, Licensee promptly will:
- (i) notify Licensor upon becoming aware thereof;
 - (ii) promptly furnish to Licensor full details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist Licensor in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information;
 - (iii) take such actions as may be necessary or reasonably requested by Licensor to minimize the violation; and
 - (iv) cooperate in all reasonable respects with Licensor to minimize the violation and any damage resulting therefrom.

9. **Disclaimer of Warranties**

Notwithstanding anything to the contrary herein, the QMax IP is licensed “as-is” and “where-is” and there are no warranties or conditions, whether express or implied, and whether written or oral, related to the QMax IP, whether statutory or collateral, including implied warranties or conditions of merchantable quality and fitness for a particular purpose.

10. **Limitation of Liability**

In no event, whether in contract or tort (including negligence), breach of warranty, strict liability, or otherwise, will Licensor be liable to Licensee other for any Losses in connection with or arising from this Agreement, including for any: (i) direct, indirect, consequential, exemplary, incidental, or special damages; or (ii) loss of savings and loss of profits, even if, in either case, the other Party has been advised of the possibilities of such Losses in advance.

11. **Termination**

- (a) Licensor may terminate this Agreement, and the License granted hereunder, upon providing 30 days prior written notice to Licensee, if Licensee breaches any

material terms or conditions of this Agreement and it does not remedy them within 30 days from Licensor's notice of such breach.

- (b) Licensee may terminate this Agreement at any time by one month's written notice to Licensor.
- (c) Upon termination or expiration of this Agreement, Licensee will promptly:
 - (i) cease any and all use of the QMax IP; and
 - (ii) destroy all Confidential Information, including all copies of the QMax IP or any part thereof, in its possession or control.
- (d) The provisions of Section 1 (Definitions), Section 2 (Termination of Original License Agreement), Section 5 (License Restrictions), Section 9 (Disclaimer of Warranties), Section 10 (Limitation of Liability), and this Section 11 (Termination) will survive termination or expiration of this Agreement together with such other provisions of this Agreement which expressly or by their nature survive termination or expiration.
- (e) The provisions of Section 8 (Confidential Information) will survive termination of this Agreement for a period of ten (10) years.
- (f) Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.

12. Notices

- (a) Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail:

- (i) in the case of a Notice to Licensor, to it at:

KPMG Inc., in its capacity as court appointed receiver and manager of Q'Max Solutions Inc., and not in its personal or corporate capacity
3100, 205 – 5th Avenue S.W.
Calgary, AB T2P 4B9

Attn: Anamika Gadia
Email: agadia@kpmg.ca

with a copy to:

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

Attention: Randal Van de Mosselaer
Email: rvandemosselaer@osler.com

- (ii) in the case of a Notice to Licensee, to it at:

c/o ENERMEX BP, S.A.P.I. de C.V., and
BP ENERMEX II, S.A.P.I. de C.V.
Flores 14 piso 3 Oficina B Anexo 1
Colonia Juárez, Alcaldía Cuauhtémoc, CP 06600, CDMX

Attention: Luis Enrique Corcuera Dellavedova
Email: luis.corcuera@r9.com.mx

with a copy to:

Palomino Flores Hernández Abogados
Flores 14 piso 2
Colonia Juárez, Alcaldía Cuauhtémoc, CP 06600, CDMX

Attention: Luis Fernando Palomino Bernal
Email: luis.palomino@palominoabogados.mx

Attention: Óscar Javier Palomino Bernal
Email: oscar.palomino@palominoabogados.mx

- (b) Any Notice delivered or transmitted to a Party as provided above will be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice is delivered or transmitted after 5:00 p.m. local time or if the day is not a Business Day then the notice will be deemed to have been given and received on the next Business Day. Any Party may, from time to time, change its address by giving notice to the other Party in accordance with the provisions of this Section.

13. **General**

- (a) No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, will be binding unless executed in writing by the Party to be bound thereby.
- (b) This Agreement is a contract made under and will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta. The Parties agree to attorn to the exclusive jurisdiction of the courts of Calgary located in Calgary, Alberta in the event of any dispute. Notwithstanding the foregoing, nothing will prevent Licensor from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of Intellectual Property Rights or confidentiality obligations. The 1980 United

Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

- (c) Licensee will comply with all applicable export laws and regulations that may apply to its use of the QMax IP.
- (d) Licensee may not assign this Agreement or any of Licensee's rights or obligations hereunder (including the License) without Licensor's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensee may assign this Agreement to any third party that acquires all or substantially all of Licensee's assets or business operations related to the business to which this Agreement pertains. Licensor may assign this Agreement and any of Licensor's rights and obligations hereunder without Licensee's consent, including to any third party that acquires all or substantially all of Licensor's assets or business operations related to the QMax IP.
- (e) If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, the provision will, as to that jurisdiction, be ineffective only to the extent of the restriction, prohibition or unenforceability without:
 - (i) invalidating the remaining provisions of this Agreement,
 - (ii) affecting the validity or enforceability of such provision in any other jurisdiction, or
 - (iii) affecting its application to other Parties or circumstances.

The Parties will endeavour through good faith negotiations to replace the restricted, prohibited or unenforceable provision with a valid provision, the economic effect of which comes closest to the intention of the Parties underlying the restricted, unenforceable provision.

- (f) This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and sets out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties concerning the subject matter thereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement and any document required to be delivered pursuant to this Agreement.
- (g) This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

- (h) The Parties will with reasonable diligence do all things and provide all reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party will provide further documents or instruments required by any other Party as may be reasonably necessary or desirable to fulfill the purpose of this Agreement and carry out its provisions.
- (i) This Agreement may be executed by the Parties in counterparts and may be executed and delivered by electronic delivery and all the counterparts will together constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS OF WHICH the Parties have duly executed this Agreement.

QMAX MEXICO, S.A. DE C.V.

KPMG INC.

**In its capacity as receiver and manager of
Q'Max Solutions Inc.**

and not in its personal or corporate capacity

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE A DEFINITIONS

1. Definitions

Whenever used in this Agreement, the following words and terms have the following meanings:

- (a) “**Agreement**” means this QMax Intellectual Property License Agreement and the schedules attached hereto.
- (b) “**Business Day**” means Monday through Friday, excluding holidays, statutory or otherwise recognized by QSI at its offices in Calgary, Alberta.
- (c) “**Confidential Information**” means any and all information of Licensor or QSI, including QSI’s suppliers and licensors that has been identified as confidential or proprietary prior to its disclosure to Licensee under this Agreement or that a reasonable person would understand to be confidential or proprietary, and that has or will come into the possession or knowledge of Licensee in connection with or as a result of entering into this Agreement. For the avoidance of doubt, the Confidential Information includes the QMax IP in whole and in part. Notwithstanding the foregoing, “Confidential Information” does not include information that is:
 - (i) publicly available when it is received by or becomes known to Licensee or that subsequently becomes publicly available other than through a direct or indirect act or omission of Licensee (but only after it becomes publicly available);
 - (ii) established by evidence to have been already known to Licensee at the time of its disclosure to Licensee and is not known by Licensee to be the subject of an obligation of confidence of any kind;
 - (iii) independently developed by Licensee without any use of or reference to the Confidential Information as established by evidence that would be determinative to a court of competent jurisdiction; or
 - (iv) received by Licensee in good faith without an obligation of confidence of any kind from a third party who Licensee had no reason to believe was not lawfully in possession of such information free of any obligation of confidence of any kind, but only until Licensee subsequently comes to have reason to believe that such information was subject to an obligation of confidence of any kind when originally received.
- (d) “**Effective Date**” has the meaning set out on the first page of this Agreement.
- (e) “**Excluded Intellectual Property**” means the intellectual property and associated Intellectual Property Rights set out in Schedule C.

- (f) “**Intellectual Property Rights**” means all rights protectable by copyright, trademark, patent, industrial design or trade secret and other intellectual property rights under any law including common law.
- (g) “**License**” has the meaning set out in Section 4 of this Agreement.
- (h) “**Licensee**” has the meaning set out on the first page of this Agreement.
- (i) “**Licensor**” has the meaning set out on the first page of this Agreement.
- (j) “**Losses**” means all losses, liabilities, fines, damages and claims (including third party claims) and all related costs and expenses (including any and all reasonable lawyers’ fees).
- (k) “**Notice**” has the meaning set out in Section 12 of this Agreement.
- (l) “**Original License Agreement**” has the meaning set out on the first page of this Agreement.
- (m) “**Parties**” and “**Party**” have the meaning set out on the first page of this Agreement.
- (n) “**QMax IP**” means the Intellectual Property Rights set out in Schedule B. QMax IP excludes, for greater certainty, the Excluded Intellectual Property.
- (o) “**QSI**” has the meaning set out on the first page of this Agreement.
- (p) “**Representatives**” means each of Licensee’s employees, directors, trustees, officers, agents, representatives, professional advisors (including lawyers, accountants and auditors), and affiliates, and the term “**Representative**” means any one of the foregoing.
- (q) “**Term**” has the meaning set out in Section 3 of this Agreement.

SCHEDULE B
QMAX IP

1. **Patents**

With respect to Patents, the QMax IP includes the patents in QSI's patent portfolio, including the issued patents and the patents for which QSI has pending applications, as set out in Exhibit A to this Schedule B, but excluding any Excluded Intellectual Property.

2. **Trademarks**

With respect to Trademarks, the QMax IP includes the marks in QSI's trademark portfolio, including the registered or approved marks and marks for which QSI has pending applications, as set out in Exhibit B to this Schedule B, but excluding any Excluded Intellectual Property.

3. **Mud Systems, Formulations and Materials**

With respect to Mud systems, materials and formulations, the QMax IP includes all the mud systems and formulations used by QSI in drilling and completion operations worldwide, and also all materials, additives, lubricants, minerals and compounds used in these formulations, whether generic or specialized, as defined in the QMax Item Master List (TIM), as set out in Exhibit C to this Schedule B, but excluding any Excluded Intellectual Property.

**EXHIBIT A TO SCHEDULE B
QSI PATENT PORTFOLIO**

Ref.	Patent Title	Country	Application Number	Patent Number	Status as of October 2020	Active
1	Thermal Process for Treating Hydrocarbon-Contaminated Drill Cuttings	US	10/080,993	6,695,077	All Maintenance Fees Paid	Yes
		MX	PA/A/04/008112	247576	Quinquennial Tax Due: February 10, 2022	Yes
2	Fluid Treatment Process and Apparatus (MudStripper)	CA	2,533,953	2,533,953	Maintenance Fee Due: January 25, 2021	Yes
		MX	PA/A/06/001191	293759	Quinquennial Tax Due: January 30, 2021	Yes
		MX	MX/A/11/008113	320445	Quinquennial Tax Due: January 30, 2024	Yes
		US	11/307,143	7,527,726	Maintenance Fee Due: November 5, 2020 (12 th year)	Yes
		US	12/410,248	7,964,101	Maintenance Fee Due: December 21, 2022 (12 th year)	Yes
3	Drilling Fluid	CA	2,481,543	2,481,543	Maintenance Fee Due: September 14, 2021	Yes
		US	10/815,826	7,332,458	All Maintenance Fees Paid	Yes
		US	11/582,311	7,338,593	All Maintenance Fees Paid	Yes
4	Sistema de Emulsion Salina de Baja Densidad (Low Density Saline Emulsion System)	MX	MX/A/10/009639	324847	Quinquennial Tax Due: August 24, 2024	Yes
5	New Technology Dehydrator - DNT	EC	IEPI-2015-10430	---	Annuity Fee Due: March 18, 2021 Application Pending	Yes
6	Q Obturoil (CBJ), Sistema Obturante Para Zonas de Pérdida en Pozos Petroleros Y Geotérmicos	MX	MX/a/2015/000725	---	No Information since April 25, 2016 Handled by Legarreta Y Asociados in MX	Yes

Ref.	Patent Title	Country	Application Number	Patent Number	Status as of October 2020	Active
7	Rheology Drilling Fluid and method (TriMAX)	US	15893920	10,683,449	Maintenance Fee Due: December 16, 2023	Yes
		US	16865919	N/A	Response to Missing Parts to be filed before November 4, 2020 with 4 mo. extension of time	Yes
		BR	BR1120190164995	N/A	Annuity Due: February 12, 2021; Request for Examination Due: February 12, 2021	Yes
		CA	3052814	N/A	Maintenance fee due: February 12, 2021	Yes
		MX	MXa2019009545	N/A	No outstanding deadlines	Yes
		TT	TTA201900076	N/A	Annuity Due: February 12, 2021	Yes
8	Methods and systems for managing drilling wastes (QENVIRO) ¹	DZ	200491	N/A	Annuity Due: March 1, 2021	Yes
		EG	12512020	N/A	Power of attorney legalization in process; annuity payment due: February 12, 2021	Yes
9	Dehydrator system and methods of using the same (MudStripper Max)	US	15275064	10086316	Maintenance Fee Due: April 2, 2022	Yes
		US	16113821	10640405	Maintenance Fee Due: November 5, 2023	Yes
10	Methods And Devices For Maintaining Emulsion Stability Of Non-Aqueous Drilling Fluids ²	US	63002922	---	Provisional application filed	No

¹ A PCT application was filed claiming priority to this provisional application. A national phase was entered in only Algeria and Egypt. In process.

² A provisional application was filed on March 31, 2020. Patents are not granted on provisional applications. While there is a grace period in the US, a provisional application expires after 1 year. Within a year of the filing of the provisional application, one or more conventional patent applications and/or a PCT (international) application must be filed claiming priority to this application. If an international application is filed, a national phase or a regional phase patent application(s) must be subsequently filed in the jurisdiction(s) where patent rights are desired. After the filing of the conventional application or upon entry into the national/regional phase, the application is examined and it is then that patent rights are issued.

**EXHIBIT B TO SCHEDULE B
QSI TRADEMARK PORTFOLIO**

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QMAX SOLUTIONS INC.	Drilling fluid services, namely consulting services, implementation and management of drilling fluid systems, preparing, monitoring, testing, handling, transporting and disposing of drilling fluids and laboratory analysis.	22M01CA	Canada	Registered	1125697	Dec 18, 2001	TMA598329	Dec 22, 2003
QMAX SOLUTIONS INC. & Design	Materials for the servicing of oil and gas well drilling operations, namely drilling fluid systems, drilling fluids, drilling fluid additives and completion fluids, namely alkalinity controls, bactericides, calcium removers, corrosion inhibitors, foam control agents, emulsifying agents, filtration control agents, flocculants, lost circulation control agents, lubricants, shale control inhibitors, surface active agents, fluid thinners, dispersants, viscosifying agents, and weighting materials.	22M02CA	Canada	Registered	1125698	Dec 18, 2001	TMA598331	Dec 22, 2003
MICRONAIRE	Fluids used in the construction and maintenance of wells, namely drilling fluids. Fluids used in the construction and maintenance of wells, namely workover fluids, completion fluids, stimulation fluids and spotting fluids. Services related to the construction and maintenance of wells.	22M03CA	Canada	Registered	1095726	Mar 12, 2001	TMA578678	Apr 1, 2003

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
CBMAX	Polymers used as a drilling fluid for coal bed methane drilling	22M04CA	Canada	Registered	1268966	Aug 17, 2005	TMA668514	Jul 24, 2006
		22M04US	USA	Registered	78815906	Feb 15, 2006	3394888	Mar 11, 2008
POLYTAR SYSTEM	Drilling fluid services, namely consulting services, implementation and management of drilling fluid systems, preparing, monitoring, testing, handling, transporting and disposing of drilling fluids and laboratory analysis. Materials for the servicing of oil and gas well drilling operations, namely drilling fluid systems, drilling fluids, drilling additives and completion fluids.	22M05CA	Canada	Registered	1174477	Apr 9, 2003	TMA619977	Sep 20, 2004
Q-STAR ENV	Derivative starch for use in combination with other products in drilling fluid systems.	22M06CA	Canada	Registered	1308168	Jul 6, 2006	TMA743313	Jul 10, 2009
QMAXDRILL	Drilling fluid additive.	22M07CA	Canada	Registered	1330102	Jan 3, 2007	TMA706618	Feb 6, 2008
		22M07IN	India	Registered	1528025	Feb 5, 2007	863079	Mar 30, 2007
SMART SEAL	Materials for the servicing of oil and gas well drilling operations, namely drilling fluid systems, namely drilling fluids, drilling fluid additives namely, seepage loss control agents and loss circulation control agents.	22M08CA	Canada	Registered	1384442	Feb 21, 2008	TMA763694	Apr 8, 2010

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
MUDSTRIPPER & Design (COLOR)	Wastewater, effluent, sludge and slurry treatment systems for the purpose of clarifying wastewater for water reclamation, recycling and re-use; drilling fluid treatment systems for the purpose of removing cuttings and recovering and re-using drilling fluid; receiving boxes for wastewater, effluent, sludge, slurry and drilling fluid treatment systems.	22M09CA	Canada	Registered	1624995	May 1, 2013	TMA882070	Jul 14, 2014
		22M09US	USA	Registered	85923298	May 3, 2013	4806315	Sep 8, 2015
MUDSTRIPPER	Custom design of wastewater, effluent, sludge, slurry and drilling fluid treatment systems; installation and operation of wastewater, effluent, sludge, slurry and drilling fluid treatment systems; consulting services in the field of water treatment, including wastewater clarification, process water management, and the treatment of wastewater, effluent, sludge, slurry and drilling fluid for the purpose of recovering and re-using clarified water and drilling fluid.	22M10CA	Canada	Registered	1624991	May 1, 2013	TMA882353	Jul 17, 2014
		22M10US	USA	Registered	85923318	May 3, 2013	4806316	Sep 8, 2015
MUDSTRIPPER & Design	Custom design of wastewater, effluent, sludge, slurry and drilling fluid treatment systems; installation and operation of wastewater, effluent, sludge, slurry and drilling fluid treatment systems; consulting services in the field of water treatment, including wastewater clarification, process water management, and the treatment of wastewater, effluent, sludge, slurry and drilling fluid for the purpose of recovering and re-using clarified water and drilling fluid.	22M11CA	Canada	Registered	1624993	May 1, 2013	TMA894019	Jan 15, 2015
		22M11US	USA	Registered	85923308	May 3, 2013	4810801	Sep 15, 2015

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QMAX	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M12BR1	Brazil	Registered	908742517	Dec 11, 2014	908742517	Jun 6, 2017
		22M12BR2	Brazil	Registered	908742703	Dec 11, 2014	908742703	May 8, 2018
		22M12BR3	Brazil	Registered	908742797	Dec 11, 2014	908742797	Jun 6, 2017
	Engineering services in connection with drilling fluids and drilling fluid use, cost and risk analysis, environmental and waste management planning, analysis of data from wellsites and technical advice on products.	22M12CA	Canada	Registered	1706048	Dec 5, 2014	TMA982433	Oct 10, 2017
		22M12CO	Colombia	Registered	14267531	Dec 4, 2014	612632	Jan 22, 2019
	Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.	22M12EC1	Ecuador	Pending	IEPI2015142	Jan 6, 2015	N/A	N/A
		22M12EC2	Ecuador	Pending	IEPI2015139	Jan 6, 2015	N/A	N/A
		22M12EC3	Ecuador	Pending	IEPI2015140	Jan 6, 2015	N/A	N/A
		22M12MX1	Mexico	Registered	1563820	Jan 7, 2015	1541496	May 26, 2015
		22M12MX3	Mexico	Registered	1563824	Jan 7, 2015	1541497	May 26, 2015
		22M12PE	Peru	Registered	601529	Dec 30, 2014	11136	Jul 9, 2015
	22M12US	USA	Registered	86422347	Oct 13, 2014	4991090	Jul 5, 2016	

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
Q Logo Design	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M13BR1	Brazil	Registered	908742207	Dec 11, 2014	908742207	Jun 6, 2017
		22M13BR2	Brazil	Registered	908742266	Dec 11, 2014	908742266	Jun 6, 2017
		22M13BR3	Brazil	Registered	908742312	Dec 11, 2014	908742797	Jun 6, 2017
	Engineering services in connection with drilling fluids and drilling fluid use, cost and risk analysis, environmental and waste management planning, analysis of data from wellsites and technical advice on products.	22M13CA	Canada	Registered	1706049	Dec 5, 2014	TMA954100	Nov 2, 2016
		22M13CO	Colombia	Registered	14267512	Dec 4, 2014	524797	Sep 23, 2015
	Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.	22M13EC1	Ecuador	Pending	IEPI2015132	Jan 6, 2015	N/A	N/A
		22M13EC2	Ecuador	Pending	IEPI2015134	Jan 6, 2015	N/A	N/A
		22M13EC3	Ecuador	Pending	IEPI2015135	Jan 6, 2015	N/A	N/A
		22M13MX1	Mexico	Registered	1563822	Jan 7, 2015	1544760	May 26, 2015
		22M13MX2	Mexico	Registered	1563825	Jan 7, 2015	1580188	Jan 7, 2015
		22M13MX3	Mexico	Registered	1563826	Jan 7, 2015	1541498	May 26, 2015
		22M13PE	Peru	Registered	601396	Dec 29, 2014	11064	Jul 24, 2015
	22M13US	USA	Registered	86422422	Oct 13, 2014	4887728	Jan 19, 2016	

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
Q'MAX	<p>Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.</p> <p>Engineering services in connection with drilling fluids and drilling fluid use, cost and risk analysis, environmental and waste management planning, analysis of data from wellsites and technical advice on products.</p> <p>Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.</p>	22M14US	USA	Registered	86422393	Oct 13, 2014	5010534	Aug 2, 2016

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QVERT	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M16MX1	Mexico	Registered	1575303	Feb 6, 2015	1550780	Feb 6, 2015
	Engineering services in connection with drilling fluids and drilling fluid use, cost and risk analysis, environmental and waste management planning, analysis of data from wellsites and technical advice on products.	22M16MX2	Mexico	Registered	1575306	Feb 6, 2015	1543659	Feb 6, 2015
	Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.	22M16MX3	Mexico	Registered	1575307	Feb 6, 2015	1547416	Feb 6, 2015

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
Q'DNT		22M17EC1	Ecuador	Registered	44995	Aug 12, 2013	527914	Mar 17, 2014
		22M17EC2	Ecuador	Registered	44993	Aug 12, 2013	470014	Mar 17, 2014
		22M17EC3	Ecuador	Registered	44991	Aug 12, 2013	264714	Mar 18, 2014
		22M17EC4	Ecuador	Registered	44990	Aug 12, 2013	209514	Mar 18, 2014
		22M17EC5	Ecuador	Registered	44983	Aug 12, 2013	209314	Mar 18, 2014
		22M17EC6	Ecuador	Registered	44987	Aug 12, 2013	209414	Mar 18, 2014
Q OBTUROIL	Fluid sealing systems that form a network of high temperature and pressure resistance in a formation in order to prevent the migration of fluids into the formation	22M18MX	Mexico	Registered	1627959	Jun 30, 2015	1577791	Jun 30, 2015
		22M18MX2	Mexico	Registered	1627960	Jun 30, 2015	1642576	Jun 3, 2016

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QMAX Words+Design	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M19BR1	Brazil	Registered	910145067	Oct 19, 2015	910145067	Jan 30, 2018
		22M19BR2	Brazil	Registered	910145385	Oct 19, 2015	910145385	Aug 7, 2018
		22M19BR3	Brazil	Registered	910145814	Oct 19, 2015	910145814	Jan 23, 2018
	Engineering services in connection with drilling fluids and drilling fluid use, environmental planning, analysis of data from well sites, namely, data about well fluid design, well drill cuttings, well formation stability, well borehole stability and well fluid circulation, and technical engineering advice on the use of products for drilling, namely, drilling fluids, mud products, mud systems, and solids and control equipment.	22M19CA	Canada	Registered	1748906	Oct 2, 2015	TMA1006893	Oct 17, 2018
		22M19CO	Colombia	Registered	15278692	Nov 23, 2015	593165	May 8, 2018
		22M19EC1	Ecuador	Registered	IEPI201542246	Oct 5, 2015	5363	Sep 18, 2017
	Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.	22M19EC2	Ecuador	Registered	201542247	Oct 5, 2015	IEPI2016TI006326	May 11, 2016
		22M19EC3	Ecuador	Registered	201542250	Oct 5, 2015	SENADI2019TI6765	Feb 22, 2019
		22M19MX1	Mexico	Registered	1664247	Oct 2, 2015	1615878	Feb 19, 2016
	Cost analysis; business risk management analysis; providing advice to consumers regarding the selection of products to be purchased.	22M19MX3	Mexico	Registered	1664249	Oct 2, 2015	1613359	Feb 12, 2016
		22M19PE	Peru	Registered	636411	Oct 7, 2015	13648	Jun 21, 2016
	Waste management planning.	22M19US	USA	Registered	86779606	Oct 6, 2015	5237677	Jul 4, 2017
All goods in the class.								

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QFLOW	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for oil drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M22US	USA	Allowed	87128061	Aug 4, 2016	N/A	N/A
QPLUG	Chemicals used in industry, science and photography, as well as in agriculture, horticulture and forestry; unprocessed artificial resins, unprocessed plastics; manures; fire extinguishing compositions; tempering and soldering preparations; chemical substances for preserving foodstuffs; tanning substances; adhesives used in industry, namely, treated sea water used as a drilling fluid. Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for oil drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M23MX	Mexico	Registered	1710375	Feb 5, 2016	1734514	Feb 5, 2016
		22M23US	USA	Registered	87128075	Aug 4, 2016	5543403	Aug 21, 2018
TRIMAX	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for oil drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling	22M24CO	Colombia	Pending	SD20170002457	Jan 17, 2017	N/A	N/A
		22M24MX	Mexico	Registered	1832864	Dec 15, 2016	1733815	Dec 16, 2016
		22M24TT	Trinidad and Tobago	Registered	52289	Jan 5, 2017	52289	Feb 7, 2018
		22M24US	USA	Registered	87270230	Dec 15, 2016	5414032	Feb 27, 2018

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
Q-ENVIRO	Waste treatment apparatus for chemical treatment, oil removal, water separation and recycling, sedimentation, filtration, and flocculation of wastes from oil and gas drilling processes, shale gas drilling and fracking operations, and oil production and refinery processes; Waste water treatment apparatus for wastes in the nature of drill cuttings, oily slop wastes, water, solids and sludge including oil removal, solids removal, solids filtration and water separation and recycling; Apparatus for segregating liquid wastes from drilling cuttings; Apparatus for mud separation processes; Apparatus for solidification and stabilization of wet drilling cuttings; apparatus for dewatering sludge, waste, solids, drill cuttings, and drilling mud, and recycling waste water from oil and gas drilling operations. Waste treatment in the nature oil removal, solids removal, solids filtration and water separation and recycling of drill cuttings, oily slop wastes, water, solids and sludge from oil and gas drilling and fracking processes; Chemical treatment of drilling wastes from oil and gas drilling operations including chemical flocculation; dewatering wastes from oil and gas drilling processes, fracking operations, and oil and gas production and refinery processes; Segregating liquid wastes from dry cuttings; collection and recycling of waste	22M25CO	Colombia	Registered	SD20180065166	Aug 10, 2018	646540	May 7, 2020
		22M25DZ	Algeria	Registered	DZT2018004138	Aug 9, 2018	109817	Aug 9, 2020
		22M25EG	Egypt	Pending	374916	Aug 8, 2018	N/A	N/A
		22M25KE	Kenya	Registered	103409	Aug 6, 2018	103409	Feb 12, 2018
		22M25MX1	Mexico	Registered	2085963	Aug 8, 2018	1936224	Aug 8, 2018
		22M25MX2	Mexico	Registered	2085969	Aug 8, 2018	1936227	Aug 8, 2018
		22M25UAE1	UAE	Registered	296927	Aug 12, 2018	296927	Feb 7, 2019

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
	water from oil and gas drilling processes and fracking operations; Solids control and mud separation processes; Consulting services in the field of waste treatments including technical consulting in the field of solid waste management, waste water removal and recycling of water from oil and gas drilling process and fracking operations.	22M25UAE2	UAE	Registered	296928	Aug 12, 2018	296928	Feb 7, 2019
		22M25US	USA	Allowed	87794363	Feb 12, 2018	N/A	N/A

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
MUDSTRIPPER MAX	Wastewater, effluent, sludge and slurry treatment systems for the purpose of clarifying wastewater for water reclamation, recycling and re-use, comprised of chemical treatment units, solids coagulation and flocculation units, solids separation and dewatering units, water and solids containment tanks; drilling fluid treatment systems for the purpose of removing cuttings and recovering and re-using drilling fluid, comprised of chemical treatment units, solids coagulation and flocculation units, solids separation and dewatering units, water and solids containment tanks; receiving boxes, sold as components for wastewater, effluent, sludge, slurry and drilling fluid treatment systems. Installation of wastewater, effluent, sludge, slurry and drilling fluid treatment systems. Consulting services in the field of water treatment, including wastewater clarification, process water management, and the treatment of wastewater, effluent, sludge, slurry and drilling fluid for the purpose of recovering and re-using clarified water and drilling fluid. Custom design of wastewater, effluent, sludge, slurry and drilling fluid treatment systems.	22M27DZ	Algeria	Pending	DZT2018004294	Aug 27, 2018	N/A	N/A
		22M27EG1	Egypt	Pending	375602	Aug 26, 2018	N/A	N/A
		22M27EG2	Egypt	Registered	375603	Aug 26, 2018	375603	Jan 30, 2020
		22M27EG3	Egypt	Registered	375604	Aug 26, 2018	375604	Dec 22, 2019
		22M27EG4	Egypt	Registered	375605	Aug 26, 2018	375605	Dec 22, 2019
		22M27IQ	Iraq	Pending	80611	Nov 20, 2019	N/A	N/A
		22M27KE	Kenya	Registered	103586	Aug 17, 2018	103586	Mar 1, 2018
		22M27UAE1	UAE	Registered	297500	Aug 28, 2018	297500	Feb 13, 2019
		22M27UAE2	UAE	Registered	297501	Aug 28, 2018	297501	Feb 13, 2019
22M27US	USA	Allowed	87816021	Mar 1, 2018	N/A	N/A		

**EXHIBIT C TO SCHEDULE B
QSI MUD SYSTEMS PORTFOLIO**

Mud System Name	Description
CBMAX 100	Coal bed methane drilling, coring and/or drill-in fluid
CBMAX 200	Coal bed methane drilling, coring and/or drill-in fluid
DRILSMOOTH	MMO (Mixed Metal Oxide) system
HYBRIDRILL EDE	Oil sands drilling fluid
HYBRIDRILL ES	Oil sands drilling fluid
MAXDIRECT	Low density direct emulsion water based mud
MAXDIRECT PLUS	Low density direct emulsion water based mud
MAXSIL P	Potassium silicate-based drilling fluid
QMAXDRILL	Amine / PHPA /Polymer mud system
QMAXVERT	Oil-based drilling fluid system
QMAXVERT M	Oil-based drilling fluid system containing mineral oil as base oil
QMAXVERT M HT	Oil-based drilling fluid system containing mineral oil as base oil
QMAXVERT SYN	Non-aqueous based drilling fluid system (NAF) containing synthetic oil as base fluid
MICRONAIRE	Natural Gel – MMH with surfactant
PERFORMANCE	Formate-based drilling fluid
PERFORMANCE SP	Inhibitive sodium and potassium formate-based fluid
QBAM L	Inhibitive water-based drilling fluid
QBAM PLUS	Inhibitive water-based drilling fluid
QBAM PRO	Inhibitive water-based drilling fluid
QCLEAR	Solids-free drilling fluid
QCORE	Water-based drilling fluid using amine for clay inhibition
QDRILL	Inhibitive fluid system having a potassium source
QDRILL IN	Non-damaging drilling fluid used for reservoir section.
QNCa	Water based polymer system with calcium nitrate
QPLUG	Mixture for plugging high loss zones
QVERT	Oil-based drilling fluid system
TriMAX	Synthetic Invert Emulsion with Engineered Rheological Behavior at Downhole Temperature and Pressure for both Deepwater and Ultra Deepwater environments

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QMax Item Master
List.xlsx

SCHEDULE C
EXCLUDED INTELLECTUAL PROPERTY

All intellectual property related to the MAXSITE software, including:

(a) Marks:

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
MAXSITE	Computer software for hydraulic simulation of downhole drilling operations; computer software for optimizing and customizing drilling fluids to achieve a temperature and pressure profile in a well, a wellbore, or a borehole; computer software for drilling fluid calculations performed daily in drilling and drilling fluid management including capacity, mass balance, rheology, equivalent circulating density, pressure, temperature, and other parameters of overall well stability.	22M26CA	Canada	Pending	1913632	Aug 7, 2018	N/A	N/A
		22M26CO	Colombia	Registered	SD20180065162	Aug 10, 2018	618710	May 14, 2019
		22M26DZ	Algeria	Registered	DZT201800413	Aug 9, 2018	108147	Aug 9, 2020
		22M26EG	Egypt	Registered	374915	Aug 8, 2018	374915	Mar 3, 2020
		22M26MX	Mexico	Registered	2083373	Aug 2, 2018	1936665	Aug 2, 2018
		22M26UAE	UAE	Registered	296926	Aug 12, 2018	296926	Feb 7, 2019
		22M26US	USA	Registered	87794749	Feb 12, 2018	5565681	Sep 18, 2018

(b) Source code for the MAXSITE software, and all documents, communications, and notes regarding the development or substance of the MAXSITE software, including for the following MaxSite Suite applications:

1. Drilling fluids Calculator
2. MAXSITE Enviro

3. MAXSITE Hydraulics
 4. MAXSITE Query
 5. MAXSITE Reporter
 6. MAXSITE Toolbox
 7. QSeal 1.2
 8. QSeal 2.0
- (c) any data or information which the Vendor has obtained from M-I related to the MAXSITE software, including software, source code, documents, presentations, charts, images, files, emails, communications, notes and architecture diagrams related to the MAXSITE software; and
- (d) all copies and backups of all of the foregoing.

Appendix “E”

SHARE PURCHASE AGREEMENT

THIS AGREEMENT has been entered into as of February 26, 2021.

BETWEEN:

KPMG INC., in its capacity as court appointed receiver and manager of Q'Max Solutions Inc. ("**QSI**"), and not in its personal or corporate capacity,

(the "**Vendor**")

- and -

Q'DFSC HOLDINGS, LLC, a Texas limited liability company

(the "**Purchaser**")

RECITALS:

- A. Pursuant to a Consent Receivership Order of the Court of Queen's Bench (Alberta) (the "**Court**") made as of May 28, 2020 (the "**Appointment Order**"), the Vendor was appointed as receiver and manager, without security, of all of QSI's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof.
- B. QSI owns legal and beneficial title to the Purchased Shares (as defined herein) of the Company (as defined herein).
- C. The Vendor has agreed to sell the Purchased Shares to the Purchaser and the Purchaser has agreed to purchase the Purchased Shares from the Vendor upon the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree with each other as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

The following terms and expressions shall have the meanings set forth below wherever used in this Agreement:

"Advanced Funding" means aggregate funds, previously informed by the Vendor to the Purchaser and authorized by Guido Rivas on behalf on the Purchaser, advanced to the Company by the Vendor during the period commencing on December 17, 2020 and ending on the Closing Date;

"Affiliate" means, in respect of a Person, any other Person, directly or indirectly, that controls, is controlled by or under common control with the first mentioned Person, and for the purposes of

this definition “control” means the possession, directly or indirectly, by a Person or a group of Persons acting in concert of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities or otherwise;

“**Agreement**” means this Share Purchase Agreement;

“**Antitrust Laws**” mean any antitrust, competition or trade regulation Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening competition through merger or acquisition, including Colombian Law 155, 1959; Law 1340, 2009, and Decree 2153, 1992.

“**Appointment Order**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Approval and Vesting Order**” means an order to be granted by the Court which authorizes, approves and confirms this Agreement and the completion of the Transaction contemplated hereunder and vests the Purchased Shares in the Purchaser, free and clear of all Encumbrances, in a form acceptable to the Vendor and the Purchaser;

“**Audited Financial Statements**” has the meaning set out in Section 2.4(a);

“**Authorized Capital**” means the issued and outstanding capital of the Company, being a total of 200 common shares, representing 100% of the issued and outstanding capital of the Company on a fully diluted basis;

“**Books and Records**” means originals or copies of all books and records, data, information, ledgers, files, reports, plans, records, manuals and other materials (in whatever form maintained) of the Company and QMax Colombia;

“**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;

“**Change of Ownership Form**” has the meaning set out in Section 2.7;

“**Closing**” means the completion of the sale to and purchase by the Purchaser of the Purchased Shares under this Agreement;

“**Closing Date**” means that date that is twenty (20) Business Days after grant of the Approval and Vesting Order (or, if stayed, the date on which the stay ceases to have effect), or such other date as the Parties hereto may agree upon in writing;

“**Company**” means Central Procurement Inc., a corporation existing under the laws of Barbados;

“**Consent**” means any approval, authorization, consent, ratification, permission, exemption or waiver or the expiration, lapse or termination of any waiting period (including any extension thereof) under any applicable Law;

“**Court**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Credit Facilities**” mean any credit facility entered into or guaranteed by any legal entity of the QMax Group, including the credit facilities provided pursuant to the second amended and restated

credit agreement dated July 31, 2018, as amended from time to time, among QSI, Q'Max America Inc. and QMax Canada Operations Inc., as borrowers, HSBC Bank Canada, as agent, and certain lenders party thereto;

“Earn Out Payment” means, in respect of each 12-month period ending on the last day of a calendar year during the Earn Out Period, an amount equal [REDACTED] of the difference between the EBITDA for such period and the EBITDA Threshold, provided such difference is positive;

“Earn Out Period” means the period commencing January 1, 2021 and ending December 31, 2023;

“EBITDA” means, in respect of a period, an amount equal to:

- (a) net income (loss) for such period, as set forth in the Audited Financial Statements; plus
- (b) interest and financing expenses for such period, as set forth in the Audited Financial Statements; plus
- (c) income tax expense for such period, as set forth in the Audited Financial Statements; plus
- (d) depletion, depreciation and amortization for such period, as set forth in the Audited Financial Statements;

calculated in a manner consistent with the illustrative calculation set forth in Exhibit 1, but excluding one-time costs and extraordinary costs, including:

- (e) information technology implementation incurred outside of the ordinary course of business;
- (f) capital expenditures in excess of [REDACTED] per calendar year;
- (g) any payments directed to any shareholders, investors or other non-arm's length parties;
- (h) expenses for legal or accounting fees or expenses arising out of this Agreement or the Transaction; and
- (i) expenses incurred to restructure the Company's existing debt facility or to raise any capital;

“EBITDA Threshold” means [REDACTED];

“Encumbrances” means caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether

or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise;

“**Equity Interests**” means all equity interests of the Company, including the issued and outstanding share capital and any options, warrants or other rights to purchase shares or other securities of the Company and all securities or obligations convertible into or exchangeable for shares or other securities of the Company;

“**Governmental Authorities**” means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law, rule or regulation-making organizations or entities:

- (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or
- (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

“**Guarantee**” means any agreement by which any legal entity of QMax Group assumes, guarantees, indemnifies, endorses, contingently agrees to purchase or provide funds for the payment of, or otherwise becomes liable upon, the obligation of any other Person;

“**IFRS**” means the International Financial Reporting Standards;

“**Independent Auditor**” means Ernst & Young;

“**Intellectual Property**” means the intellectual property licensed to the Purchaser pursuant to the License Agreement;

“**Law**” means currently existing applicable statutes, by-laws, rules, regulations, orders, ordinances or judgments, in each case of any Governmental Authority having the force of law;

“**License Agreement**” has the meaning set out in Section 2.1(b);

“**Municipal Tax Returns**” means the Tax Returns related to the turnover tax (*Impuesto de Industria y Comercio, ICA*);

“**Outside Date**” means June 30, 2021;

“**Parties**” means the Vendor and the Purchaser, collectively, and “**Party**” means either of them;

“**Person**” means a natural person, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity or organization;

“**Pre-Closing Tax Period**” means:

- (a) any Tax period ending on or before the Closing Date, and

- (b) the portion of any Straddle Period that relates to the period ending on the Closing Date;

“**Purchase Price**” has the meaning set out in Section 2.2(a);

“**Purchased Shares**” means 200 common shares of no par value in the capital of the Company, representing the Authorized Capital of the Company;

“**Purchaser**” has the meaning ascribed thereto in the preamble to this Agreement;

“**QMax Colombia**” means QMax Solutions Colombia, a branch existing under the laws of Colombia identified with commercial registration number 01142136 and Colombian Tax ID (NIT) 830.095.262.1, owned by the Company;

“**QMax Group**” shall mean: (i) QSI and (ii) any or all Persons directly or indirectly owned by QSI, but excluding the Company and QMax Colombia;

“**QSI**” has the meaning ascribed thereto in the preamble to this Agreement;

“**Receivership Proceedings**” means the receivership proceedings commenced in respect of QSI pursuant to the Consent Receivership Order of the Court in Action No. 2001-06722;

“**Straddle Period**” means any taxable period that includes (but does not end on) the Closing Date;

“**Tax**” or “**Taxes**” means, with respect to any Person:

- (a) any federal, state, local or foreign income, gross receipts, property, sales, use, license, excise, franchise, employment, payroll, estimated, severance, occupation, production, capital gains, goods and services, environmental stamps, withholding, alternative or add-on minimum, ad valorem, value added, asset, transfer tax, charges, levies, or any other tax, custom, duty, contribution, governmental fee or other like assessment or charge of any kind whatsoever, whether or not disputed, together with any interest or penalty, imposed by any Governmental Authorities;
- (b) any liability for the payment of any amount of a type described in (a) above arising as a result of being or having been a member of any consolidated, combined, unitary or other group or being or having been included or required to be included in any Tax Return related thereto; and
- (c) any liability for the payment of any amount of a type described in (a) or (b) as a result of any obligation to indemnify or otherwise assume or succeed to the liability of any Person;

“**Tax Return**” means all returns, declarations of estimated tax payments, reports, estimates, information returns, claim for refund, notices and statements, including any amendments of, or related or supporting information and attached schedules with respect to, any of the foregoing, filed or to be filed, physically or electronically, with any Taxing Authority in connection with the determination, assessment, collection or administration of any Taxes;

“**Taxing Authority**” means any federal, state, local or foreign Governmental Authority responsible for the imposition, collection, or making determinations with respect to any Taxes, including the Colombian Tax and Customs National Authority (DIAN) and any departmental, municipal or district entity that according to Colombian Law has the authority in respect to Taxes;

“**Time of Closing**” has the meaning ascribed thereto in Section 3.1, or such other time as may be agreed to in writing between the Vendor and the Purchaser;

“**Transaction**” means the transaction of purchase and sale contemplated by this Agreement;

“**Transfer Tax**” means all sales, use, transfer, securities transaction, real property transfer, reporting, share transfer, and other similar Taxes and fees arising out of or in connection with the transactions contemplated by this Agreement, provided that such term shall not include any Tax (including any withholding tax) imposed on income or gain resulting from the sale or other transfer of the shares of the Company; and

“**Vendor**” has the meaning ascribed thereto in the preamble to this Agreement.

1.2 **Headings, etc.** The division of this Agreement into articles, sections and paragraphs and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise stated, all references herein to articles or sections are to those of this Agreement.

1.3 **Including.** Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

1.4 **Plurality and Gender.** Words used herein importing the singular number only shall include the plural and vice versa and words importing gender shall include all genders and words importing individuals shall include corporations, partnerships, trusts, syndicates, joint ventures, governments and governmental agents and authorities and vice versa.

1.5 **Governing Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to its conflict of law rules. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the Province of Alberta over any action or proceeding arising out of or relating to this Agreement or the Transaction and the Parties hereto irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such courts of the Province of Alberta.

1.6 **Currency.** Unless otherwise specified, all references to money amounts are to lawful currency of the United States of America.

1.7 **Time.** Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and, in the case of calculation of the Closing Date, by extending the period to the next Business Day following if the last day of the period is not a Business Day.

1.8 **Exhibits.** The exhibits to this Agreement is an integral part of this Agreement.

ARTICLE 2 PURCHASE AND SALE

2.1 **Sale of Purchased Shares.** Upon the terms and conditions stated herein (which conditions, for greater certainty, include the granting by the Court of the Approval and Vesting Order), effective as of the Closing Date:

- (a) the Purchaser shall purchase from the Vendor, and the Vendor shall sell to the Purchaser all right, title and interest of the Vendor in and to the Equity Interests, including the Purchased Shares, free and clear of all Encumbrances; and
- (b) the Purchaser and the Vendor shall enter into a license agreement with the Vendor in the form attached as Exhibit 2 (the “**License Agreement**”).

2.2 **Purchase Price.**

- (a) Subject to any adjustments pursuant to Section 2.4, the aggregate purchase price payable by the Purchaser to the Vendor for the Purchased Shares and the license of the Intellectual Property under the License Agreement shall be the amount of [REDACTED] plus an amount equal to the Advanced Funding (collectively, the “**Purchase Price**”).
- (b) Not less than two Business Days prior to the Closing Date, the Vendor shall prepare and deliver to the Purchaser a statement setting forth the amount of the Advanced Funding.
- (c) The Purchase Price shall be allocated: (i) [REDACTED] to the license of the Intellectual Property under the License Agreement; and (ii) the balance of the Purchase Price to the Purchased Shares. For greater certainty, any adjustment to the Purchase Price under Section 2.4 shall be allocated to the Purchased Shares. Each of the Vendor and the Purchaser shall report the purchase and sale of the Purchased Shares and the license of the Intellectual Property in any Tax Return in accordance with this Section 2.2(c).

2.3 **Payment of Purchase Price.** Subject to this Agreement, on or prior to the Closing Date, the Purchaser shall pay the Purchase Price to the Vendor. Unless otherwise agreed by the Parties, all amounts payable to the Vendor in this Section 2.3, Section 2.4 and Section 2.6 below shall be paid to the Vendor in United States dollars and by wire transfer of immediately available funds.

2.4 **Earn Out.**

- (a) **Earn Out.** Subject to paragraphs (c) to (g) below, not later than April 30 in the year following each calendar year during the Earn Out Period, the Purchaser shall pay to the Vendor the Earn Out Payment, if any, in respect of the 12 month period ended on the last day of such prior calendar year; provided, however, that in no event shall aggregate Earn Out Payments payable pursuant to this Section 2.4 in respect of all

periods during the Earn Out Period exceed [REDACTED]. For greater certainty, the Vendor shall not be entitled to any Earn Out Payment from the Purchaser with respect to any periods following the expiry of the Earn Out Period.

- (b) Delivery of Audited Financial Statements. As soon as reasonably practicable and in any event not later than ninety (90) days after the end of each calendar year during the Earn Out Period, the Purchaser shall prepare, or cause to be prepared, and deliver to the Vendor: (i) audited financial statements of QMax Colombia for the 12 month period ended on the last day of such calendar year, prepared on a basis consistent with IFRS and audited by PWC Colombia or another internationally-recognized, independent audit firm reasonably acceptable to the Vendor, at the Purchaser's expense (the "**Audited Financial Statements**"); (ii) the Purchaser's calculation of EBITDA for such period in accordance with such Audited Financial Statements; and (iii) such other supporting financial information as the Vendor may reasonably request.
- (c) Failure to Deliver Audited Financial Statements. If the Purchaser fails to timely deliver any Audited Financial Statement in accordance with Section 2.4(c), the Vendor shall be entitled to retain, at the expense of the Purchaser, a nationally-recognized, independent firm of chartered accountants to provide an audit of the books and records of the Company (which books and records will be made available by the Purchaser for such purpose) and make any necessary determination of the EBITDA for the applicable period, any such determination to be final, conclusive and binding on the Parties.
- (d) Delivery of Objection Notice – In the event that the Vendor objects in good faith to any item in the Audited Financial Statements or the Purchaser's calculation of EBITDA, the Vendor shall so advise the Purchaser by delivery to the Purchaser of a written notice (the "**Objection Notice**") within ten (10) days after the delivery to the Vendor thereof. The Objection Notice shall set out the reasons for the Vendor's objection as well as the amount in dispute and reasonable details of the calculation of such amount.
- (e) Resolution of Disputes – The Purchaser shall give the Vendor and its accountant sufficient access to the books and records of the Company and working papers of the Purchaser used in the preparation of the applicable Annual Financial Statements to enable the Vendor to exercise its rights under this Section. The Vendor and the Purchaser shall attempt to resolve all of the items in dispute set out in any Objection Notice within thirty (30) days of receipt of the Objection Notice by the Purchaser. Any items in dispute not resolved within such thirty (30) day period shall be referred as soon as possible thereafter by the Vendor and the Purchaser to the Independent Auditor. The Independent Auditor shall act as expert and not as arbitrator and shall be required to determine the items in dispute that have been referred to it as soon as reasonably practicable but in any event not later than thirty (30) days after the date of referral of the dispute to it. In making its determination, the Independent Auditor will only consider the issues in dispute placed before it. The Vendor and the Purchaser shall provide or make available all documents and information as are reasonably required by the Independent Auditor to make its determination. The determination of the Independent Auditor shall be final and

binding on the Parties and the calculation of EBITDA shall be adjusted in accordance with such determination.

- (f) Audit Expenses – The Party whose position is not substantially accepted by the Independent Auditor (as determined by the Independent Auditor) will be responsible for all of the fees and expenses of the Independent Auditor. If the Independent Auditor neither substantially accepts nor substantially rejects a Party's position (as determined by the Independent Auditor) then the Vendor and the Purchaser shall share equally the costs of the Independent Auditor.
- (g) Payment in Accordance with Determination – Within five (5) days after resolution, by agreement of the Parties, of the dispute which was the subject of the Objection Notice or, failing such resolution, within five (5) days after the final determination of the Independent Auditor, the Purchaser shall pay to the Vendor any amount owing as a result of such resolution or final determination pursuant to Section 2.4(a).
- (h) Increase to Purchase Price – The amount of any Earn Out Payment paid pursuant to this Section 2.4 shall constitute an upward adjustment to the Purchase Price.

2.5 Taxes.

- (a) Cooperation: The Purchaser agrees and accepts that the Vendor is a receiver and is acting on behalf of QSI; accordingly, the Vendor shall be under no obligation to provide the Purchaser with such cooperation and information with respect to any Tax Return, amended Tax Return or claim for refund with respect to the Company or QMax Colombia. However, the Vendor has, to the knowledge of the relevant senior representatives of the Vendor, provided access to the Purchaser or its representatives to all Tax Returns and financial records of the Company and QMax Colombia prior to the execution of this Agreement.
- (b) Tax Returns: The Purchaser shall prepare and file, or cause to be prepared and filed, (i) all Tax Returns required to be filed by the Company and/or QMax Colombia for any period which ends on or before the Closing Date and for which Tax Returns have not been filed as of such date and (ii) all Tax Returns required to be filed by the Company and/or QMax Colombia that are due after the Closing Date and the Purchaser shall cause the Company and/or QMax Colombia to pay or cause to be paid the Taxes shown to be due on the Tax Returns in (i) and (ii). Within ten (10) Business Days of (i) filing a Tax Return (other than Municipal Tax Returns) or (ii) amending, refile or otherwise modifying a Tax Return (other than Municipal Tax Returns), in each case of, or relating to, the Company or QMax Colombia with respect to any Pre-Closing Tax Period, the Purchaser shall provide a copy of such Tax Return to the Vendor, together with any such financial records, data or other information relied upon, or relevant to, such Tax Return as the Vendor may reasonably request.
- (c) Control of Proceedings: The Purchaser shall control all audits and any other proceedings with respect to any Tax claim relating to the Company or QMax Colombia. Further, in the case that any Taxing Authority assesses any deficiency

against any of the Company and/or QMax Colombia based on Pre-Closing Tax Period, the Purchaser will assume full control and economic burden to pay the Tax claim to prevent any enforcement action by the relevant Taxing Authority. If as a result of any challenge or procedure against any such Tax claim it is finally determined by any Governmental Authority that such payment should not have been made, the Purchaser shall file and complete all applicable procedures to obtain the refund of any amount so paid to any Governmental Authority which will be for its benefit. Upon final resolution of an audit or any other proceeding with respect to any Tax claim that relates to, or impacts, a Pre-Closing Tax Period of the Company or QMax Colombia (other than Tax claims that relate to Municipal Tax Returns), the Purchaser shall provide the Vendor, within ten (10) Business Days of such resolution, with full details of the audit or proceeding and the resolution of such audit or proceeding, including copies of all such correspondence with the relevant Tax Authority, submissions, assessments, and any other information related to the audit or proceeding or the final resolution thereof as the Vendor may reasonably request.

2.6 Transfer Taxes. The Purchaser shall be solely responsible for all Transfer Tax pertaining to the Transaction contemplated under this Agreement and the License Agreement and the Purchase Price is exclusive of applicable Transfer Taxes. The Vendor and the Purchaser agree and acknowledge that no Transfer Taxes imposed under the Laws of Canada, as of the date hereof, are applicable to the portion of the Purchase Price payable in respect of the Purchased Shares. The Vendor and the Purchaser agree to use their commercially reasonable efforts to minimize Transfer Tax payable in connection with the completion of the Transaction. If Transfer Tax is nonetheless payable in respect of the Transaction contemplated under this Agreement and the License Agreement, the Purchaser shall be responsible for the payment of, and shall indemnify and save harmless the Vendor in respect of, the Transfer Tax and all interest and penalties payable pursuant to any applicable laws in respect thereof.

2.7 Declaration of the Transaction to the Taxing Authority. Notwithstanding Section 2.6, the Parties agree that, in accordance with article 1.2.1.26.13. of Decree 1625 of 2016, the Vendor shall, no later than thirty (30) days following the Closing Date: (a) prepare and file, or cause to be prepared and filed, with the applicable Colombian Taxing Authority any documents or forms required under article 1.2.1.26.13. of the Decree 1625 of 2016 to be filed by a seller to declare the income tax and supplementary income tax triggered by the indirect transfer of QMax Colombia (the “**Change of Ownership Form**”) pursuant to the Transaction, in a form consented to by the Purchaser, such consent not to be unreasonably withheld or delayed; and (b) complete all applicable procedures in connection therewith. For this purpose, following the date of execution of this Agreement, the Vendor will reasonably consult with the Purchaser in preparing a draft Change of Ownership Form and the Purchaser will provide to the Vendor all reasonable assistance and effort to facilitate the preparation and filing of the Change of Ownership Form. The Parties undertake to use all commercially reasonable efforts to minimize the Transfer Tax or income tax, if any, payable in Colombia in connection with the completion of the Transaction. For greater certainty, all such Transfer Tax and income tax shall be the responsibility of the Purchaser. Within ten (10) Business Days of filing the Change of Ownership Form with the Taxing Authority, the Vendor shall deliver a copy of such filed Change of Ownership Form to the

Purchaser. The Parties acknowledge that any late filing of the Change of Ownership Form will trigger late penalty fees that will be paid by the Vendor to the Colombian Taxing Authority, but in no case will result in a breach of this Agreement by the Vendor.

ARTICLE 3 CLOSING

3.1 Time of Closing. The Closing of the Transaction shall occur at 9:00 a.m. (Calgary time) on the Closing Date (the “**Time of Closing**”), at the office of the Vendor’s solicitor.

3.2 Mutual Condition to Closing. The obligation of the Purchaser and the Vendor to proceed with the Closing of the Transaction is subject to:

- (a) the Vendor obtaining the Approval and Vesting Order, which shall not have been stayed, varied, vacated or be subject to any pending appeal and no order shall have been issued which restrains or prohibits the completion of the Transaction; and
- (b) the Vendor on behalf of the Company making all registrations, filings and applications, given all notices and obtaining all Consents, transfers, approvals, orders, qualifications and waivers necessary or desirable for the consummation of the Transaction.

3.3 Purchaser’s Conditions. The obligation of the Purchaser to complete the Transaction on the Closing Date is subject to the following conditions being fulfilled or performed at or prior to the time indicated:

- (a) at or prior to the Time of Closing, all representations and warranties of the Vendor contained in this Agreement shall be true and correct in all material respects with the same effect as though made on and as of that date;
- (b) prior to the Time of Closing, the Vendor shall have performed or complied with each of its agreements, covenants and obligations under this Agreement to the extent required to be performed on or before the Closing Date;
- (c) prior to the Time of Closing the Vendor shall have executed (as applicable) and delivered all deliverables required under Section 4.1;
- (d) the Purchaser shall have been provided with copies of all tax and other financial records of the Company within the possession and control of the Vendor and the Purchaser shall have not discovered or become aware of any information that would materially and adversely affect the Company after the Closing;
- (e) the Purchaser shall have received evidence satisfactory to the Purchaser that the Company has been released from the obligations described in Sections 5.4 and 5.5; and
- (f) there will not be any judicial restraining order or injunction, preliminary or otherwise, in effect prohibiting the Closing or the Transaction.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. In the event that any of the foregoing conditions is not satisfied or waived by the Closing Date, the Purchaser shall be entitled to terminate this Agreement by notice in writing given to the Vendor on the Closing Date.

3.4 Vendor's Conditions. The obligation of the Vendor to complete the Transaction on the Closing Date is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing, as applicable:

- (a) at or Prior to the Time of Closing, all representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects with the same effect as though made on and as of that date;
- (b) prior to the Time of Closing the Purchaser shall have performed or complied with, in all material respects, each of its agreements, covenants and obligations under this Agreement, to the extent required to be performed on or before the Closing Date;
- (c) prior to the Time of Closing the Purchaser shall have executed (as applicable) and delivered all deliverables required under Section 4.2; and
- (d) there will not be any judicial restraining order or injunction, preliminary or otherwise, in effect prohibiting the Closing or the Transaction.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition may be waived by the Vendor in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. In the event that any of the foregoing conditions is not satisfied or waived by the Closing Date, the Vendor shall be entitled to terminate this Agreement by notice in writing given to the Purchaser on the Closing Date.

3.5 Termination at Outside Date. This Agreement may be terminated by either the Purchaser or the Vendor by notice in writing given to the other Party if the Closing Date has not occurred or on before the Outside Date, except that the right to terminate this Agreement under this Section 0 shall not available to any Party whose failure to fulfill any of its obligations or breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, the failure of the Closing Date to occur by the Outside Date.

ARTICLE 4 CLOSING DELIVERIES

4.1 Deliveries by the Vendor at Closing. At the Time of Closing the Vendor shall deliver, or cause to be delivered, the following to the Purchaser:

- (a) a certified copy of the Approval and Vesting Order;
- (b) share certificates representing the Purchased Shares, and instruments of transfer of such certificates duly endorsed for transfer to the Purchaser;
- (c) duly signed resignations of directors and officers of the Company;

- (d) the Books and Records, to the extent in the possession or control of the Vendor;
- (e) a copy of the License Agreement, duly executed by the Vendor and the Company; and
- (f) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

4.2 Deliveries by the Purchaser at Closing. At the Time of Closing the Purchaser shall deliver, or cause to be delivered, the following to the Vendor:

- (a) the Purchase Price plus applicable Transfer Tax, if any;
- (b) a copy of the License Agreement, duly executed by the Purchaser; and
- (c) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

ARTICLE 5 COVENANTS

5.1 Conduct of Business Prior to Closing

During the period from the date of this Agreement to the Closing Date, the Vendor shall cause the Company to do the following:

- (a) Conduct Business in the Ordinary Course – except as otherwise contemplated or permitted by this Agreement, conduct its business in all material respects in the ordinary course, consistent with past practice and to provide access to the Purchaser and its representatives to all of the financial records, financial statements, properties, facilities and operations of the Company.
- (b) Continue Insurance – use commercially reasonable efforts to continue in force all policies of insurance maintained by or for the benefit of the Company.
- (c) Dividends – except if authorized by the Purchaser in writing, not to:
 - (i) declare or pay any dividends or make any other payments or distributions on or in respect of any of the Company’s shares, nor
 - (ii) transfer any of the Company’s assets, except as otherwise contemplated or permitted by this Agreement or in the ordinary course of business, consistent with past practice.

5.2 Conduct of Business During Earn Out Period

During the period from the Closing Date to the end of the Earn Out Period:

- (a) Conduct Business in the Ordinary Course – the Purchaser shall cause the Company to conduct its business in all material respects in the ordinary course, consistent with past practice;
- (b) No Bad Faith Reduction of Earn Out Payments – the Purchaser shall not take any action in bad faith for the purpose of avoiding or reducing any of the Earn Out Payments due and payable hereunder, including diverting any existing business or new business or the Company to any affiliate of the Purchaser or the Company; and
- (c) Observer Rights – if requested by the Vendor, the Purchaser shall permit the Company to designate an individual as a non-voting observer to the board of directors of the Company and/or the board of directors of the Purchaser who shall, subject to the provision of standard confidentiality covenants, be entitled to attend all meetings, and be provided with copies of all written resolutions, of such board.

5.3 Preservation of Books and Records

The Purchaser shall take all commercially reasonable steps to preserve and keep the Books and Records of the Company and QMax Colombia delivered to it in connection with the completion of the transactions contemplated by this Agreement for a period of five (5) years from the Closing Date, or for any longer period as may be required by any Law or Governmental Authority, and shall make such Books and Records available to the Vendor on a timely basis, as may be requested by it.

5.4 Settlement of Intercompany Indebtedness

Prior to the Time of Closing, the Vendor shall cause the Company and QMax Colombia, as applicable, to settle, cancel or release all intercompany indebtedness owing between the Company or QMax Colombia, as applicable, and any member of the QMax Group.

5.5 Release from Guarantees

Prior to the Time of Closing, the Vendor shall procure the release of the Company and QMax Colombia from any and all Guarantees, sureties, promissory notes and indemnities provided by the Company or QMax Colombia in connection with the Credit Facilities. For greater certainty, neither the Company nor QMax Colombia shall be released from any obligations in respect of any credit facility entered into by the Company or QMax Colombia as borrower.

5.6 Intellectual Property Rights Transfer

Effective on the Business Day immediately prior to the date on which the Vendor shall have been discharged as receiver of QSI in the Receivership Proceedings, or such other date as the Parties hereto may agree upon in writing, the Vendor shall sell, and the Purchaser shall purchase, all of the Vendor's right, title and interest in and to the Intellectual Property on an “**AS IS, WHERE IS AND WITHOUT RECOURSE OR LIABILITY**” basis (and subject, for greater certainty, to any and all existing license agreements) pursuant to an assignment agreement substantially in the form attached as Exhibit 3, for a purchase price of [REDACTED], plus applicable Transfer Taxes. The Vendor agrees that the Purchaser shall be entitled to seek specific performance as a remedy for any breach of this Section 5.6.

5.7 Compliance with Antitrust Laws

The Purchaser agrees that, during the period from the date of this Agreement to the Closing Date, it shall not, and shall not permit any of its Affiliates to, directly or indirectly, acquire, make any investment in, or agree to acquire or make any investment in, any Person or any division or assets of any Person, that would reasonably be expected to give rise to any filing or approval requirement under Antitrust Laws, delay or impede the consummation of the Transaction or otherwise materially adversely affect the Closing.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF THE VENDOR

6.1 Vendor's Representations and Warranties. The Vendor represents and warrants, and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the Transaction, that, as at the date hereof and the Closing Date:

- (a) the Vendor has been appointed by the Court as receiver and manager of the assets, undertakings and properties of QSI pursuant to the Appointment Order, a copy of which has been provided to the Purchaser; and
- (b) subject to the Appointment Order, the issuance of the Approval and Vesting Order and any further order made by the Court in the Receivership Proceedings, the Vendor, in its capacity as court-appointed receiver and manager of the assets, undertakings and properties of QSI and not in its personal or corporate capacity, has all necessary power and authority to execute and deliver this Agreement and all related documents and to perform its obligations under this Agreement.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

7.1 Purchaser's Representations and Warranties. The Purchaser represents and warrants, and acknowledges that the Vendor is relying upon such representations and warranties in connection with the Transaction, that, as at the date hereof and the Closing Date:

- (a) the Purchaser is a validly existing limited liability company under the laws of Texas, and has all necessary company power and authority to execute and deliver this Agreement and all related documents and perform its obligations under this Agreement;
- (b) the execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action of the Purchaser;
- (c) this Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms subject to any limitations imposed by Law;
- (d) the Purchaser has conducted to its satisfaction an independent investigation of the financial condition, liabilities, results of operations and projected operations of the

Company and the nature and condition of its properties and assets and, in making the determination to proceed with the Transaction, has relied solely on the results of its own independent investigation and is purchasing the Purchased Shares on an “**AS IS, WHERE IS AND WITHOUT RECOURSE OR LIABILITY**” basis; and

- (e) for purposes of determining the application of Antitrust Laws, the Purchaser and its Affiliates represent and warrant that the Transaction is in compliance with Antitrust Laws and so no merger control filing is required under the applicable Antitrust Law in connection with the Transaction.

ARTICLE 8 AS IS, WHERE IS

- 8.1 As Is, Where Is.** The representations and warranties made by the Vendor in Article 6 are the exclusive representations and warranties made by the Vendor. The Purchaser acknowledges and agrees that the Purchased Shares are being acquired on an “**AS IS, WHERE IS AND WITHOUT RECOURSE OR LIABILITY**” basis, without any representations or warranties from the Vendor.
- 8.2 Purchaser’s Waiver.** 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 equitable, common law, tort, contractual and statutory rights and remedies) against the Vendor or QSI in respect of the Transaction or any representations or statements made, direct or indirect, express or implied, 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).

ARTICLE 9 NON-DISCLOSURE

- 9.1 Non-Disclosure.** All information received by the Parties in respect of the Transaction which is made, known or ought to have been known to the Party receiving such information, including any information relating the to Purchase Price, other than information that is required to be disclosed by applicable Law (including, for certainty, information required to be disclosed in connection with any legal proceedings, including proceedings relating to the Receivership Proceedings) or to any governmental authority of competent jurisdiction, will be held by the Parties in the strictest confidence and will not be disclosed to any Person, except as provided in Section 9.2; provided, however, that:
 - (a) a Party shall be entitled to disclose all information as may be required or desirable in connection with obtaining the Approval and Vesting Order;
 - (b) a Party shall be entitled to disclose any such information to its and its Affiliates’ respective directors, officers, employees, agents, consultants, advisors, financing

sources, legal counsel, accountants, advisors and other representatives who have a reasonable need to know such information; and

- (c) the Vendor shall be entitled to disclose any such information to the lenders under the Credit Facilities.

9.2 Exceptions. Section 9.1 does not apply to information:

- (a) of a Party where that Party consents in writing to its disclosure;
- (b) which becomes part of the public domain through no fault of the Vendor;
- (c) received from a third party without restriction on further disclosure and which third party was not to the knowledge of the Vendor, under a duty of confidentiality at the time the information was so received;
- (d) developed independently without breach of Section 9.1;
- (e) which the Vendor can show was, prior to receipt thereof from the Purchaser, lawfully in the Vendor's possession and not then subject to any obligation on its part to the Purchaser to maintain confidentiality; or
- (f) to the extent required to be disclosed by order or direction of a court or governmental authority of competent jurisdiction or as otherwise required to be disclosed by applicable Law or by any subpoena or similar legal process.

9.3 Filing with Court. The Parties agree that this Agreement shall be filed with the Court on a confidential basis such that the Purchase Price and such other sensitive terms as the Parties may agree shall be sealed, kept confidential and not form part of the public record, and that the Vendor shall use commercially reasonable efforts to seek a sealing order to that effect in respect of this Agreement.

**ARTICLE 10
NOTICES**

10.1 Notices. Any notices or other communications required or given under this Agreement shall be in writing, shall be delivered in person or by email and shall be deemed to have been given and received when delivered in person or when communicated by email during normal business hours on a Business Day (and otherwise on the next Business Day):

if to the Vendor, addressed to:

KPMG Inc., in its capacity as court appointed receiver and manager of Q'Max Solutions Inc., and not in its personal or corporate capacity
3100, 205 – 5th Avenue S.W.
Calgary, AB T2P 4B9

Attn: Anamika Gadia
Email: agadia@kpmg.ca

with a copy to:

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

Attention: Randal Van de Mosselaer
Email: rvandemosselaer@osler.com

if to the Purchaser, addressed to:

Q'DFSC Holdings, LLC
1902 Emerald Cove
Houston, Texas 77077

Attention: Guido Rivas
Email: guidorivas1@gmail.com

with a copy to:

Schlanger Silver LLP
109 North Post Oak Lane
Suite 300
Houston, Texas 77024

Attention: Kyle Longhofer
Email: Klonghofer@schlangersilver.com

or at such other place or places or to such other Person or Persons as shall be designated in writing by a Party to this Agreement in the manner herein provided.

ARTICLE 11 MISCELLANEOUS

- 11.1 Inurement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their legal representatives, successors and permitted assigns.
- 11.2 Assignment.** The Purchaser shall not assign any right or interest in this Agreement without the Vendor's prior written consent, which consent may be withheld in the Vendor's sole and absolute discretion, provided that the Purchaser shall be entitled, upon giving notice to the Vendor at any time not less than ten (10) Business Days prior to the Closing Date, to assign all of their rights and obligations under this Agreement to any Affiliate of the Purchaser. Any such assignment will not release the Purchaser from any of its obligations or liabilities hereunder.
- 11.3 Severability.** In case any provision in this Agreement shall be prohibited, invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective only to the extent of such prohibition, invalidity, illegality or unenforceability in such jurisdiction without affecting or impairing the validity, legality or enforceability of the remaining provisions

hereof, and any such prohibition, invalidity, illegality or unenforceability shall not affect or impair such provision in any other jurisdiction.

11.4 Further Assurances. Each of the Parties hereto shall at the request and expense of the other Party hereto so requesting execute and deliver such further or additional documents and instruments as may reasonably be considered necessary or desirable to properly reflect and carry out the true intent and meaning of this Agreement.

11.5 Survival.

(a) In addition to the circumstances where the survival of certain representations, warranties, covenants and agreements is expressly provided for, the representations, warranties, covenants and agreements made by the Purchaser to the Vendor in or pursuant to this Agreement shall survive the Closing of the Transaction provided for herein.

(b) The representations, warranties, covenants and agreements of the Vendor shall terminate upon the Vendor's sale of the Purchased Shares upon Closing, except for the covenants and agreements of the Vendor set forth in Section 2.4, Section 2.6, Section 2.7 and Section 5.6, which shall survive the Closing of the Transaction provided for herein.

11.6 Time of Essence. Time shall be of the essence of this Agreement.

11.7 Waiver. Failure by either Party hereto to insist in any one or more instances upon the strict performance of any one of the covenants contained herein shall not be construed as a waiver or relinquishment of such covenant. No waiver by any Party hereto of any such covenant shall be deemed to have been made unless expressed in writing and signed by the waiving Party.

11.8 Amendment. This Agreement may not be amended, modified or terminated except by an instrument in writing signed by the Parties hereto.

11.9 Expenses. Except as otherwise expressly provided in this Agreement, all expenses incurred in connection with this Agreement and the Transaction shall be paid by the Party incurring such expenses.

11.10 Entire Agreement. This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all of the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered hereunder or thereunder.

[Remainder of Page Intentionally Left Blank]

11.11 Counterparts and Facsimile. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all counterparts together shall constitute one and the same instrument. A signed counterpart provided by way of facsimile transmission or by e-mail in PDF shall be as binding upon the Parties as an originally signed counterpart.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed and delivered by its duly authorized officer, to be effective as of the date first written above.

KPMG INC., in its capacity as court appointed receiver and manager of Q'Max Solutions Inc., and not in its personal or corporate capacity

Per:



Name: Anamika Gadia
Title: Senior Vice President

Q'DFSC HOLDINGS, LLC

Per: _____

Name:
Title:

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KPMG INC., in its capacity as court appointed receiver and manager of Q'Max Solutions Inc., and not in its personal or corporate capacity

Per: _____
Name:
Title:

Q'DFSC HOLDINGS, LLC

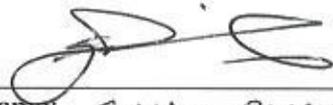
Per:  _____
Name: GUIDO RIVAS
Title: PRESIDENT

EXHIBIT 1
ILLUSTRATIVE EARN-OUT CALCULATION

In USD (\$000's)

Earn out calculation example

	FY21	FY22	FY23
Net income			
Addbacks:			
Interest			
Income tax			
Depreciation, amortization and depletion			
Costs for information technology implementation, not normal course			
Capital expenditures above [REDACTED]			
Payments directed to shareholders, investors or other non-arms length pa			
Professional fees related to the Transaction			
Expenses related to debt restructuring or to raise capital			
Management Addbacks			
EBITDA			
Less: EBITDA Threshold			
(Deficit)/Surplus			
Calculated Earn-out			
Calculated Earn-out			
Cumulative Earn-out			
Less: Earn-out threshold			
Earn-out paid to the Vendor			

EXHIBIT 2
FORM OF LICENSE AGREEMENT

QMAX INTELLECTUAL PROPERTY LICENSE AGREEMENT

This QMax Intellectual Property License Agreement is made the [●] day of [●], 2021 (the “**Effective Date**”) between KPMG Inc., in its capacity as court appointed receiver and manager of Q'Max Solutions Inc., a corporation incorporated in British Columbia, Canada with registration number BC 10003177 (“**QSI**”), and not in its personal or corporate capacity (“**Licensor**”), Q'DFSC Holdings, LLC, a Texas limited liability company with Employer Identification Number (EIN) 86-1539158 (“**Licensee**”) and Central Procurement Inc., a corporation existing under the laws of Barbados with Barbados corporation number 15133 (“**CPI**”). “**Parties**” means Licensor, Licensee and CPI, and “**Party**” means any one of them as the context requires.

Background:

(A) Pursuant to a Consent Receivership Order of the Court of Queen’s Bench (Alberta) made as of May 28, 2020, Licensor was appointed as receiver and manager, without security, of all of QSI’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds therefrom.

(B) CPI carries on business in Colombia under the name “QMax Solutions Colombia” through a Colombian branch office with commercial registration number 01142136 and tax ID number 830095262 (“**QMax Solutions Colombia**”), and has been commercially exploiting the QMax IP in Colombia since 2001.

(C) Licensor and CPI have agreed to terminate the existing intellectual property license agreement made between QSI and CPI as of May 22, 2020 (the “**Original License Agreement**”).

(D) In connection with the sale of all of the shares of CPI to the Licensee pursuant to a share purchase agreement dated as of February 26, 2021, Licensor agreed to enter into a license agreement with Licensee in respect of the QMax IP, as defined below, upon the terms and conditions set out herein.

The Parties agree as follows:

1. Definitions

Capitalized terms used and not otherwise defined in this Agreement will have the meaning ascribed to them in Schedule A (Definitions).

2. Termination of Original License Agreement

- (a) CPI acknowledges that, notwithstanding the fact that the Original License Agreement indicates that it was entered into between QSI and QMax Solutions Colombia, that it was entered into between QSI and CPI.
- (b) Licensor and CPI agree that as of the Effective Date, notwithstanding Section 1.6 of the Original License Agreement, the Original License Agreement is hereby terminated (including, for greater clarity, any license granted therein) and of no further force and effect.

3. **Term**

This Agreement will commence on the Effective Date and will continue in perpetuity unless terminated in accordance with the terms set out herein (the “**Term**”).

4. **Grant of License**

- (a) Subject to Section 5, Licensor hereby grants to Licensee a non-transferable, non-sublicensable license (the “**License**”) to use the QMax IP in the country of Colombia in perpetuity.
- (b) Licensor agrees that it will not grant a license to the QMax IP, or any part thereof, to any third parties, including Competitors, for use in Colombia. Notwithstanding the foregoing, nothing in this Agreement will limit Licensor’s right to grant a license to the QMax IP, or any part thereof, to third parties located outside of Colombia, which may permit a third party to use the QMax IP in any jurisdiction for ancillary purposes.

5. **License Restrictions**

Except as otherwise explicitly set out in this Agreement, Licensee will not:

- (a) use the QMax IP, or any part thereof, outside of the country of Colombia;
- (b) distribute, resell, rent, sub-license, lease, or otherwise make the QMax IP, or any part thereof available to any third party that is not an affiliate of Licensee;
- (c) use the QMax IP other than permitted under the License; or
- (d) remove any copyright, trademark, trade name, or other propriety notices from the QMax IP.

6. **No Support or Maintenance**

The Parties agree that no support, maintenance or other professional services will be provided under this Agreement. Notwithstanding the foregoing, during the Term, Licensor will pay the applicable maintenance fees set out in Exhibit A (QSI Patent Portfolio) of Schedule B to this Agreement as and when due.

7. **Ownership of QMax Intellectual Property**

Licensee acknowledges that the QMax IP, and any derivative works, modifications, compilations, adaptations, translations, or enhancements thereto, and the Intellectual Property Rights therein, whether made by Licensee, Licensor or any other third party, are and will remain the sole and exclusive property of Licensor and that Licensee acquires no right, title or interest therein, except for the License granted to Licensee herein.

8. Confidential Information

- (a) Licensee will protect the Confidential Information with the same degree of care as it uses to protect its own confidential information, which, in any event, will not be less than a reasonable degree of care. Licensee may only use the Confidential Information to the extent necessary to exercise its rights under this Agreement and for no other purposes. Licensee will not disclose any Confidential Information, to any individual, person, or entity except to its Representatives on a “need-to-know” basis that have entered into written obligations of confidentiality no less protective of such Confidential Information than this Agreement. Licensee will cause its Representatives to comply with this Section 8 and will be responsible for any breach of this Section 8 by its Representatives.
- (b) Licensee will not be considered to have breached its obligations by:
 - (i) disclosing Confidential Information as required to satisfy any legal requirement of a governmental authority provided that, immediately upon receiving any such request from such governmental authority and to the extent that it may legally do so, Licensee advises Licensor of the request prior to making such disclosure in order that Licensor may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information; or
 - (ii) disclosing Confidential Information to its lawyers, auditors and other professional advisors in connection with services rendered by such advisors, provided that Licensee enters into confidentiality agreements with such advisors or such advisors are legally regulated professionals who owe confidentiality obligations to the Party under applicable law.
- (c) In the event of any actual or suspected misuse, disclosure, unauthorized access or use, or loss of, or inability to account for, any Confidential Information, Licensee promptly will:
 - (i) notify Licensor upon becoming aware thereof;
 - (ii) promptly furnish to Licensor full details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist Licensor in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information;
 - (iii) take such actions as may be necessary or reasonably requested by Licensor to minimize the violation; and
 - (iv) cooperate in all reasonable respects with Licensor to minimize the violation and any damage resulting therefrom.

9. **Disclaimer of Warranties**

Notwithstanding anything to the contrary herein, the QMax IP is licensed “as-is” and “where-is” and there are no warranties or conditions, whether express or implied, and whether written or oral, related to the QMax IP, whether statutory or collateral, including implied warranties or conditions of merchantable quality and fitness for a particular purpose.

10. **Limitation of Liability**

In no event, whether in contract or tort (including negligence), breach of warranty, strict liability, or otherwise, will Licensor be liable to Licensee other for any Losses in connection with or arising from this Agreement, including for any: (i) direct, indirect, consequential, exemplary, incidental, or special damages; or (ii) loss of savings and loss of profits, even if, in either case, the other Party has been advised of the possibilities of such Losses in advance.

11. **Termination**

- (a) Licensor may terminate this Agreement, and the License granted hereunder, upon providing 30 days prior written notice to Licensee, if Licensee breaches any material terms or conditions of this Agreement and it does not remedy them within 30 days from Licensor’s notice of such breach.
- (b) Licensee may terminate this Agreement at any time by one month’s written notice to Licensor.
- (c) Upon termination or expiration of this Agreement, Licensee will promptly:
 - (i) cease any and all use of the QMax IP; and
 - (ii) destroy all Confidential Information, including all copies of the QMax IP or any part thereof, in its possession or control.
- (d) The provisions of Section 1 (Definitions), Section 2 (Termination of Original License Agreement), Section 5 (License Restrictions), Section 9 (Disclaimer of Warranties), Section 10 (Limitation of Liability), and this Section 11 (Termination) will survive termination or expiration of this Agreement together with such other provisions of this Agreement which expressly or by their nature survive termination or expiration.
- (e) The provisions of Section 8 (Confidential Information) will survive termination of this Agreement for a period of ten (10) years.
- (f) Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.

12. **Notices**

- (a) Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a “**Notice**”) will be in writing

and will be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail:

(i) in the case of a Notice to Licensor, to it at:

KPMG Inc., in its capacity as court appointed receiver and manager of Q'Max Solutions Inc., and not in its personal or corporate capacity
3100, 205 – 5th Avenue S.W.
Calgary, AB T2P 4B9

Attn: Anamika Gadia
Email: agadia@kpmg.ca

with a copy to:

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

Attention: Randal Van de Mosselaer
Email: rvandemosselaer@osler.com

(ii) in the case of a Notice to Licensee, to it at:

Q'DFSC Holdings, LLC
1902 Emerald Cove
Houston, TX 77077

Attention: Guido Rivas
Email: guidorivas1@gmail.com

with a copy to:

Schlanger Silver LLP
109 North Post Oak Lane
Suite 300
Houston, Texas 77024

Attention: Kyle Longhofer
Email: Klonghofer@schlangersilver.com

(b) Any Notice delivered or transmitted to a Party as provided above will be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice is delivered or transmitted after 5:00 p.m. local time or if the day is not a Business Day then the notice will be deemed to have been given and received on the next Business Day. Any Party may,

from time to time, change its address by giving notice to the other Party in accordance with the provisions of this Section.

13. **General**

- (a) No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, will be binding unless executed in writing by the Party to be bound thereby.
- (b) This Agreement is a contract made under and will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta. The Parties agree to attorn to the exclusive jurisdiction of the courts of Calgary located in Calgary, Alberta in the event of any dispute. Notwithstanding the foregoing, nothing will prevent Licensor from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of Intellectual Property Rights or confidentiality obligations. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
- (c) Licensee will comply with all applicable export laws and regulations that may apply to its use of the QMax IP.
- (d) Licensee may not assign this Agreement or any of Licensee's rights or obligations hereunder (including the License) without Licensor's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensee may assign this Agreement to any third party that acquires all or substantially all of Licensee's assets or business operations related to the business to which this Agreement pertains. Except for Competitors, Licensor may assign this Agreement and any of Licensor's rights and obligations hereunder without Licensee's consent, including to any third party that acquires all or substantially all of Licensor's assets or business operations related to the QMax IP.
- (e) If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, the provision will, as to that jurisdiction, be ineffective only to the extent of the restriction, prohibition or unenforceability without:
 - (i) invalidating the remaining provisions of this Agreement,
 - (ii) affecting the validity or enforceability of such provision in any other jurisdiction, or
 - (iii) affecting its application to other Parties or circumstances.

The Parties will endeavour through good faith negotiations to replace the restricted, prohibited or unenforceable provision with a valid provision, the economic effect of which comes closest to the intention of the Parties underlying the restricted, unenforceable provision.

- (f) This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and sets out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties concerning the subject matter thereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement and any document required to be delivered pursuant to this Agreement.
- (g) This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.
- (h) The Parties will with reasonable diligence do all things and provide all reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party will provide further documents or instruments required by any other Party as may be reasonably necessary or desirable to fulfill the purpose of this Agreement and carry out its provisions.
- (i) This Agreement may be executed by the Parties in counterparts and may be executed and delivered by electronic delivery and all the counterparts will together constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS OF WHICH the Parties have duly executed this Agreement.

CENTRAL PROCUREMENT INC.

By: _____
Name:
Title:

KPMG INC.

**In its capacity as receiver and manager of
Q'Max Solutions Inc.
and not in its personal or corporate capacity**

By: _____
Name:
Title:

Q'DFSC HOLDINGS, LLC

By: _____
Name:
Title:

SCHEDULE A DEFINITIONS

1. Definitions

Whenever used in this Agreement, the following words and terms have the following meanings:

- (a) **“Agreement”** means this QMax Intellectual Property License Agreement and the schedules attached hereto.
- (b) **“Business Day”** means Monday through Friday, excluding holidays, statutory or otherwise recognized by QSI at its offices in Calgary, Alberta.
- (c) **“Competitor”** means any Person (including its affiliates) engaged directly or indirectly, without distinction, in the provision of services in Colombia for: (a) drilling and completion fluids for oil wells; (b) solids control and management of drilling waste, and (c) tools for cleaning and maintenance of oil wells.
- (d) **“Confidential Information”** means any and all information of Licensor or QSI, including QSI’s suppliers and licensors that has been identified as confidential or proprietary prior to its disclosure to Licensee under this Agreement or that a reasonable person would understand to be confidential or proprietary, and that has or will come into the possession or knowledge of Licensee in connection with or as a result of entering into this Agreement. For the avoidance of doubt, the Confidential Information includes the QMax IP in whole and in part. Notwithstanding the foregoing, “Confidential Information” does not include information that is:
 - (i) publicly available when it is received by or becomes known to Licensee or that subsequently becomes publicly available other than through a direct or indirect act or omission of Licensee (but only after it becomes publicly available);
 - (ii) established by evidence to have been already known to Licensee at the time of its disclosure to Licensee and is not known by Licensee to be the subject of an obligation of confidence of any kind;
 - (iii) independently developed by Licensee without any use of or reference to the Confidential Information as established by evidence that would be determinative to a court of competent jurisdiction; or
 - (iv) received by Licensee in good faith without an obligation of confidence of any kind from a third party who Licensee had no reason to believe was not lawfully in possession of such information free of any obligation of confidence of any kind, but only until Licensee subsequently comes to have reason to believe that such information was subject to an obligation of confidence of any kind when originally received.
- (e) **“Effective Date”** has the meaning set out on the first page of this Agreement.

- (f) **“Excluded Intellectual Property”** means the intellectual property and associated Intellectual Property Rights set out in Schedule C.
- (g) **“Intellectual Property Rights”** means all rights protectable by copyright, trademark, patent, industrial design or trade secret and other intellectual property rights under any law including common law.
- (h) **“License”** has the meaning set out in Section 4 of this Agreement.
- (i) **“Licensee”** has the meaning set out on the first page of this Agreement.
- (j) **“Licensor”** has the meaning set out on the first page of this Agreement.
- (k) **“Losses”** means all losses, liabilities, fines, damages and claims (including third party claims) and all related costs and expenses (including any and all reasonable lawyers’ fees).
- (l) **“Notice”** has the meaning set out in Section 12 of this Agreement.
- (m) **“Original License Agreement”** has the meaning set out on the first page of this Agreement.
- (n) **“Parties”** and **“Party”** have the meaning set out on the first page of this Agreement.
- (o) **“QMax IP”** means all Intellectual Property Rights recognized in any jurisdiction in the world owned by QSI including, as applicable: (1) patents, patent applications, and invention disclosures; (2) copyrights, copyright registrations and applications, and mask work rights; (3) the protection of trade or industrial secrets or confidential information; (4) trademarks, service marks, and other designations of source or origin (collectively, “Trademarks”); (5) industrial designs; (6) mud systems, formulations and recipes; (7) databases and data collections; (8) all other intellectual property rights and proprietary rights; (9) for any items described in (1) through (8) above, any divisions, continuations, continuations-in-part, counterparts, reexaminations, post-grant reviews, inter parties reviews, supplemental examinations, provisionals, renewals, reissuances, extensions, and rights to apply for, file for, certify, register, record, or perfect; or (10) rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” or “droit moral.”, including but not limited to the Intellectual Property Rights set out in Schedule B. QMax IP excludes, for greater certainty, the Excluded Intellectual Property.
- (p) **“QMax Solutions Colombia”** has the meaning set out on the first page of this Agreement.
- (q) **“QSI”** has the meaning set out on the first page of this Agreement.
- (r) **“Representatives”** means each of Licensee’s employees, directors, trustees, officers, agents, representatives, professional advisors (including lawyers,

accountants and auditors), and affiliates, and the term “**Representative**” means any one of the foregoing.

- (s) “**Term**” has the meaning set out in Section 3 of this Agreement.

SCHEDULE B
QMAX IP

1. **Patents**

With respect to Patents, the QMax IP includes the patents in QSI's patent portfolio, including the issued patents and the patents for which QSI has pending applications, as set out in Exhibit A to this Schedule B, but excluding any Excluded Intellectual Property.

2. **Trademarks**

With respect to Trademarks, the QMax IP includes the marks in QSI's trademark portfolio, including the registered or approved marks and marks for which QSI has pending applications, as set out in Exhibit B to this Schedule B, but excluding any Excluded Intellectual Property.

3. **Mud Systems, Formulations and Materials**

With respect to Mud systems, materials and formulations, the QMax IP includes all the mud systems and formulations used by QSI in drilling and completion operations worldwide, and also all materials, additives, lubricants, minerals and compounds used in these formulations, whether generic or specialized, as defined in the QMax Item Master List (TIM), as set out in Exhibit C to this Schedule B, but excluding any Excluded Intellectual Property.

**EXHIBIT A TO SCHEDULE B
QSI PATENT PORTFOLIO**

Ref.	Patent Title	Country	Application Number	Patent Number	Status as of October 2020	Active
1	Thermal Process for Treating Hydrocarbon-Contaminated Drill Cuttings	US	10/080,993	6,695,077	All Maintenance Fees Paid	Yes
		MX	PA/A/04/008112	247576	Quinquennial Tax Due: February 10, 2022	Yes
2	Fluid Treatment Process and Apparatus (MudStripper)	CA	2,533,953	2,533,953	Maintenance Fee Due: January 25, 2021	Yes
		MX	PA/A/06/001191	293759	Quinquennial Tax Due: January 30, 2021	Yes
		MX	MX/A/11/008113	320445	Quinquennial Tax Due: January 30, 2024	Yes
		US	11/307,143	7,527,726	Maintenance Fee Due: November 5, 2020 (12 th year)	Yes
		US	12/410,248	7,964,101	Maintenance Fee Due: December 21, 2022 (12 th year)	Yes
3	Drilling Fluid	CA	2,481,543	2,481,543	Maintenance Fee Due: September 14, 2021	Yes
		US	10/815,826	7,332,458	All Maintenance Fees Paid	Yes
		US	11/582,311	7,338,593	All Maintenance Fees Paid	Yes
4	Sistema de Emulsion Salina de Baja Densidad (Low Density Saline Emulsion System)	MX	MX/A/10/009639	324847	Quinquennial Tax Due: August 24, 2024	Yes
5	New Technology Dehydrator – DNT	EC	IEPI-2015-10430	---	Annuity Fee Due: March 18, 2021 Application Pending	Yes
6	Q Obturoil (CBJ), Sistema Obturante Para Zonas de Pérdida en Pozos Petroleros Y Geotérmicos	MX	MX/a/2015/000725	---	No Information since April 25, 2016 Handled by Legarreta Y Asociados in MX	Yes

Ref.	Patent Title	Country	Application Number	Patent Number	Status as of October 2020	Active
7	Rheology Drilling Fluid and method (TriMAX)	US	15893920	10,683,449	Maintenance Fee Due: December 16, 2023	Yes
		US	16865919	N/A	Response to Missing Parts to be filed before November 4, 2020 with 4 mo. extension of time	Yes
		BR	BR1120190164995	N/A	Annuity Due: February 12, 2021; Request for Examination Due: February 12, 2021	Yes
		CA	3052814	N/A	Maintenance fee due: February 12, 2021	Yes
		MX	MXa2019009545	N/A	No outstanding deadlines	Yes
		TT	TTA201900076	N/A	Annuity Due: February 12, 2021	Yes
8	Methods and systems for managing drilling wastes (QENVIRO) ¹	DZ	200491	N/A	Annuity Due: March 1, 2021	Yes
		EG	12512020	N/A	Power of attorney legalization in process; annuity payment due: February 12, 2021	Yes
9	Dehydrator system and methods of using the same (MudStripper Max)	US	15275064	10086316	Maintenance Fee Due: April 2, 2022	Yes
		US	16113821	10640405	Maintenance Fee Due: November 5, 2023	Yes
10	Methods And Devices For Maintaining Emulsion Stability Of Non-Aqueous Drilling Fluids ²	US	63002922	---	Provisional application filed	No

¹ A PCT application was filed claiming priority to this provisional application. A national phase was entered in only Algeria and Egypt. In process.

² A provisional application was filed on March 31, 2020. Patents are not granted on provisional applications. While there is a grace period in the US, a provisional application expires after 1 year. Within a year of the filing of the provisional application, one or more conventional patent applications and/or a PCT (international) application must be filed claiming priority to this application. If an international application is filed, a national phase or a regional phase patent application(s) must be subsequently filed in the jurisdiction(s) where patent rights are desired. After the filing of the conventional application or upon entry into the national/regional phase, the application is examined and it is then that patent rights are issued.

**EXHIBIT B TO SCHEDULE B
QSI TRADEMARK PORTFOLIO**

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QMAX SOLUTIONS INC.	Drilling fluid services, namely consulting services, implementation and management of drilling fluid systems, preparing, monitoring, testing, handling, transporting and disposing of drilling fluids and laboratory analysis.	22M01CA	Canada	Registered	1125697	Dec 18, 2001	TMA598329	Dec 22, 2003
QMAX SOLUTIONS INC. & Design	Materials for the servicing of oil and gas well drilling operations, namely drilling fluid systems, drilling fluids, drilling fluid additives and completion fluids, namely alkalinity controls, bactericides, calcium removers, corrosion inhibitors, foam control agents, emulsifying agents, filtration control agents, flocculants, lost circulation control agents, lubricants, shale control inhibitors, surface active agents, fluid thinners, dispersants, viscosifying agents, and weighting materials.	22M02CA	Canada	Registered	1125698	Dec 18, 2001	TMA598331	Dec 22, 2003
MICRONAIRE	Fluids used in the construction and maintenance of wells, namely drilling fluids. Fluids used in the construction and maintenance of wells, namely workover fluids, completion fluids, stimulation fluids and spotting fluids. Services related to the construction and maintenance of wells.	22M03CA	Canada	Registered	1095726	Mar 12, 2001	TMA578678	Apr 1, 2003

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
CBMAX	Polymers used as a drilling fluid for coal bed methane drilling	22M04CA	Canada	Registered	1268966	Aug 17, 2005	TMA668514	Jul 24, 2006
		22M04US	USA	Registered	78815906	Feb 15, 2006	3394888	Mar 11, 2008
POLYTAR SYSTEM	Drilling fluid services, namely consulting services, implementation and management of drilling fluid systems, preparing, monitoring, testing, handling, transporting and disposing of drilling fluids and laboratory analysis. Materials for the servicing of oil and gas well drilling operations, namely drilling fluid systems, drilling fluids, drilling additives and completion fluids.	22M05CA	Canada	Registered	1174477	Apr 9, 2003	TMA619977	Sep 20, 2004
Q-STAR ENV	Derivative starch for use in combination with other products in drilling fluid systems.	22M06CA	Canada	Registered	1308168	Jul 6, 2006	TMA743313	Jul 10, 2009
QMAXDRILL	Drilling fluid additive.	22M07CA	Canada	Registered	1330102	Jan 3, 2007	TMA706618	Feb 6, 2008
		22M07IN	India	Registered	1528025	Feb 5, 2007	863079	Mar 30, 2007
SMART SEAL	Materials for the servicing of oil and gas well drilling operations, namely drilling fluid systems, namely drilling fluids, drilling fluid additives namely, seepage loss control agents and loss circulation control agents.	22M08CA	Canada	Registered	1384442	Feb 21, 2008	TMA763694	Apr 8, 2010

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
MUDSTRIPPER & Design (COLOR)	Wastewater, effluent, sludge and slurry treatment systems for the purpose of clarifying wastewater for water reclamation, recycling and re-use; drilling fluid treatment systems for the purpose of removing cuttings and recovering and re-using drilling fluid; receiving boxes for wastewater, effluent, sludge, slurry and drilling fluid treatment systems.	22M09CA	Canada	Registered	1624995	May 1, 2013	TMA882070	Jul 14, 2014
		22M09US	USA	Registered	85923298	May 3, 2013	4806315	Sep 8, 2015
MUDSTRIPPER	Custom design of wastewater, effluent, sludge, slurry and drilling fluid treatment systems; installation and operation of wastewater, effluent, sludge, slurry and drilling fluid treatment systems; consulting services in the field of water treatment, including wastewater clarification, process water management, and the treatment of wastewater, effluent, sludge, slurry and drilling fluid for the purpose of recovering and re-using clarified water and drilling fluid.	22M10CA	Canada	Registered	1624991	May 1, 2013	TMA882353	Jul 17, 2014
		22M10US	USA	Registered	85923318	May 3, 2013	4806316	Sep 8, 2015
MUDSTRIPPER & Design		22M11CA	Canada	Registered	1624993	May 1, 2013	TMA894019	Jan 15, 2015
		22M11US	USA	Registered	85923308	May 3, 2013	4810801	Sep 15, 2015

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QMAX	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M12BR1	Brazil	Registered	908742517	Dec 11, 2014	908742517	Jun 6, 2017
		22M12BR2	Brazil	Registered	908742703	Dec 11, 2014	908742703	May 8, 2018
		22M12BR3	Brazil	Registered	908742797	Dec 11, 2014	908742797	Jun 6, 2017
	Engineering services in connection with drilling fluids and drilling fluid use, cost and risk analysis, environmental and waste management planning, analysis of data from wellsites and technical advice on products.	22M12CA	Canada	Registered	1706048	Dec 5, 2014	TMA982433	Oct 10, 2017
		22M12CO	Colombia	Registered	14267531	Dec 4, 2014	612632	Jan 22, 2019
		22M12EC1	Ecuador	Pending	IEPI2015142	Jan 6, 2015	N/A	N/A
	Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.	22M12EC2	Ecuador	Pending	IEPI2015139	Jan 6, 2015	N/A	N/A
		22M12EC3	Ecuador	Pending	IEPI2015140	Jan 6, 2015	N/A	N/A
		22M12MX1	Mexico	Registered	1563820	Jan 7, 2015	1541496	May 26, 2015
		22M12MX3	Mexico	Registered	1563824	Jan 7, 2015	1541497	May 26, 2015
		22M12PE	Peru	Registered	601529	Dec 30, 2014	11136	Jul 9, 2015
		22M12US	USA	Registered	86422347	Oct 13, 2014	4991090	Jul 5, 2016

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
Q Logo Design	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M13BR1	Brazil	Registered	908742207	Dec 11, 2014	908742207	Jun 6, 2017
		22M13BR2	Brazil	Registered	908742266	Dec 11, 2014	908742266	Jun 6, 2017
		22M13BR3	Brazil	Registered	908742312	Dec 11, 2014	908742797	Jun 6, 2017
	Engineering services in connection with drilling fluids and drilling fluid use, cost and risk analysis, environmental and waste management planning, analysis of data from wellsites and technical advice on products.	22M13CA	Canada	Registered	1706049	Dec 5, 2014	TMA954100	Nov 2, 2016
		22M13CO	Colombia	Registered	14267512	Dec 4, 2014	524797	Sep 23, 2015
	Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.	22M13EC1	Ecuador	Pending	IEPI2015132	Jan 6, 2015	N/A	N/A
		22M13EC2	Ecuador	Pending	IEPI2015134	Jan 6, 2015	N/A	N/A
		22M13EC3	Ecuador	Pending	IEPI2015135	Jan 6, 2015	N/A	N/A
		22M13MX1	Mexico	Registered	1563822	Jan 7, 2015	1544760	May 26, 2015
		22M13MX2	Mexico	Registered	1563825	Jan 7, 2015	1580188	Jan 7, 2015
		22M13MX3	Mexico	Registered	1563826	Jan 7, 2015	1541498	May 26, 2015
		22M13PE	Peru	Registered	601396	Dec 29, 2014	11064	Jul 24, 2015
	22M13US	USA	Registered	86422422	Oct 13, 2014	4887728	Jan 19, 2016	

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
Q'MAX	<p>Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.</p> <p>Engineering services in connection with drilling fluids and drilling fluid use, cost and risk analysis, environmental and waste management planning, analysis of data from wellsites and technical advice on products.</p> <p>Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.</p>	22M14US	USA	Registered	86422393	Oct 13, 2014	5010534	Aug 2, 2016

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QVERT	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M16MX1	Mexico	Registered	1575303	Feb 6, 2015	1550780	Feb 6, 2015
	Engineering services in connection with drilling fluids and drilling fluid use, cost and risk analysis, environmental and waste management planning, analysis of data from wellsites and technical advice on products.	22M16MX2	Mexico	Registered	1575306	Feb 6, 2015	1543659	Feb 6, 2015
	Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.	22M16MX3	Mexico	Registered	1575307	Feb 6, 2015	1547416	Feb 6, 2015

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
Q'DNT		22M17EC1	Ecuador	Registered	44995	Aug 12, 2013	527914	Mar 17, 2014
		22M17EC2	Ecuador	Registered	44993	Aug 12, 2013	470014	Mar 17, 2014
		22M17EC3	Ecuador	Registered	44991	Aug 12, 2013	264714	Mar 18, 2014
		22M17EC4	Ecuador	Registered	44990	Aug 12, 2013	209514	Mar 18, 2014
		22M17EC5	Ecuador	Registered	44983	Aug 12, 2013	209314	Mar 18, 2014
		22M17EC6	Ecuador	Registered	44987	Aug 12, 2013	209414	Mar 18, 2014
Q OBTUROIL	Fluid sealing systems that form a network of high temperature and pressure resistance in a formation in order to prevent the migration of fluids into the formation	22M18MX	Mexico	Registered	1627959	Jun 30, 2015	1577791	Jun 30, 2015
		22M18MX2	Mexico	Registered	1627960	Jun 30, 2015	1642576	Jun 3, 2016

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QMAX Words+Design	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M19BR1	Brazil	Registered	910145067	Oct 19, 2015	910145067	Jan 30, 2018
		22M19BR2	Brazil	Registered	910145385	Oct 19, 2015	910145385	Aug 7, 2018
		22M19BR3	Brazil	Registered	910145814	Oct 19, 2015	910145814	Jan 23, 2018
	Engineering services in connection with drilling fluids and drilling fluid use, environmental planning, analysis of data from well sites, namely, data about well fluid design, well drill cuttings, well formation stability, well borehole stability and well fluid circulation, and technical engineering advice on the use of products for drilling, namely, drilling fluids, mud products, mud systems, and solids and control equipment.	22M19CA	Canada	Registered	1748906	Oct 2, 2015	TMA1006893	Oct 17, 2018
		22M19CO	Colombia	Registered	15278692	Nov 23, 2015	593165	May 8, 2018
		22M19EC1	Ecuador	Registered	IEPI201542246	Oct 5, 2015	5363	Sep 18, 2017
	Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.	22M19EC2	Ecuador	Registered	201542247	Oct 5, 2015	IEPI2016TI006326	May 11, 2016
		22M19EC3	Ecuador	Registered	201542250	Oct 5, 2015	SENADI2019TI6765	Feb 22, 2019
		22M19MX1	Mexico	Registered	1664247	Oct 2, 2015	1615878	Feb 19, 2016
	Cost analysis; business risk management analysis; providing advice to consumers regarding the selection of products to be purchased.	22M19MX3	Mexico	Registered	1664249	Oct 2, 2015	1613359	Feb 12, 2016
		22M19PE	Peru	Registered	636411	Oct 7, 2015	13648	Jun 21, 2016
	Waste management planning.	22M19US	USA	Registered	86779606	Oct 6, 2015	5237677	Jul 4, 2017
All goods in the class.								

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QFLOW	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for oil drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M22US	USA	Allowed	87128061	Aug 4, 2016	N/A	N/A
QPLUG	Chemicals used in industry, science and photography, as well as in agriculture, horticulture and forestry; unprocessed artificial resins, unprocessed plastics; manures; fire extinguishing compositions; tempering and soldering preparations; chemical substances for preserving foodstuffs; tanning substances; adhesives used in industry, namely, treated sea water used as a drilling fluid. Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for oil drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M23MX	Mexico	Registered	1710375	Feb 5, 2016	1734514	Feb 5, 2016
		22M23US	USA	Registered	87128075	Aug 4, 2016	5543403	Aug 21, 2018
TRIMAX	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for oil drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling	22M24CO	Colombia	Pending	SD20170002457	Jan 17, 2017	N/A	N/A
		22M24MX	Mexico	Registered	1832864	Dec 15, 2016	1733815	Dec 16, 2016
		22M24TT	Trinidad and Tobago	Registered	52289	Jan 5, 2017	52289	Feb 7, 2018
		22M24US	USA	Registered	87270230	Dec 15, 2016	5414032	Feb 27, 2018

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
Q-ENVIRO	Waste treatment apparatus for chemical treatment, oil removal, water separation and recycling, sedimentation, filtration, and flocculation of wastes from oil and gas drilling processes, shale gas drilling and fracking operations, and oil production and refinery processes; Waste water treatment apparatus for wastes in the nature of drill cuttings, oily slop wastes, water, solids and sludge including oil removal, solids removal, solids filtration and water separation and recycling; Apparatus for segregating liquid wastes from drilling cuttings; Apparatus for mud separation processes; Apparatus for solidification and stabilization of wet drilling cuttings; apparatus for dewatering sludge, waste, solids, drill cuttings, and drilling mud, and recycling waste water from oil and gas drilling operations. Waste treatment in the nature oil removal, solids removal, solids filtration and water separation and recycling of drill cuttings, oily slop wastes, water, solids and sludge from oil and gas drilling and fracking processes; Chemical treatment of drilling wastes from oil and gas drilling operations including chemical flocculation; dewatering wastes from oil and gas drilling processes, fracking operations, and oil and gas production and refinery processes; Segregating liquid wastes from dry cuttings; collection and recycling of waste	22M25CO	Colombia	Registered	SD20180065166	Aug 10, 2018	646540	May 7, 2020
		22M25DZ	Algeria	Registered	DZT2018004138	Aug 9, 2018	109817	Aug 9, 2020
		22M25EG	Egypt	Pending	374916	Aug 8, 2018	N/A	N/A
		22M25KE	Kenya	Registered	103409	Aug 6, 2018	103409	Feb 12, 2018
		22M25MX1	Mexico	Registered	2085963	Aug 8, 2018	1936224	Aug 8, 2018
		22M25MX2	Mexico	Registered	2085969	Aug 8, 2018	1936227	Aug 8, 2018
		22M25UAE1	UAE	Registered	296927	Aug 12, 2018	296927	Feb 7, 2019

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
	water from oil and gas drilling processes and fracking operations; Solids control and mud separation processes; Consulting services in the field of waste treatments including technical consulting in the field of solid waste management, waste water removal and recycling of water from oil and gas drilling process and fracking operations.	22M25UAE2	UAE	Registered	296928	Aug 12, 2018	296928	Feb 7, 2019
		22M25US	USA	Allowed	87794363	Feb 12, 2018	N/A	N/A

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
MUDSTRIPPER MAX	<p>Wastewater, effluent, sludge and slurry treatment systems for the purpose of clarifying wastewater for water reclamation, recycling and re-use, comprised of chemical treatment units, solids coagulation and flocculation units, solids separation and dewatering units, water and solids containment tanks; drilling fluid treatment systems for the purpose of removing cuttings and recovering and re-using drilling fluid, comprised of chemical treatment units, solids coagulation and flocculation units, solids separation and dewatering units, water and solids containment tanks; receiving boxes, sold as components for wastewater, effluent, sludge, slurry and drilling fluid treatment systems.</p> <p>Installation of wastewater, effluent, sludge, slurry and drilling fluid treatment systems.</p> <p>Consulting services in the field of water treatment, including wastewater clarification, process water management, and the treatment of wastewater, effluent, sludge, slurry and drilling fluid for the purpose of recovering and re-using clarified water and drilling fluid.</p> <p>Custom design of wastewater, effluent, sludge, slurry and drilling fluid treatment systems.</p>	22M27DZ	Algeria	Pending	DZT2018004294	Aug 27, 2018	N/A	N/A
		22M27EG1	Egypt	Pending	375602	Aug 26, 2018	N/A	N/A
		22M27EG2	Egypt	Registered	375603	Aug 26, 2018	375603	Jan 30, 2020
		22M27EG3	Egypt	Registered	375604	Aug 26, 2018	375604	Dec 22, 2019
		22M27EG4	Egypt	Registered	375605	Aug 26, 2018	375605	Dec 22, 2019
		22M27IQ	Iraq	Pending	80611	Nov 20, 2019	N/A	N/A
		22M27KE	Kenya	Registered	103586	Aug 17, 2018	103586	Mar 1, 2018
		22M27UAE1	UAE	Registered	297500	Aug 28, 2018	297500	Feb 13, 2019
		22M27UAE2	UAE	Registered	297501	Aug 28, 2018	297501	Feb 13, 2019
		22M27US	USA	Allowed	87816021	Mar 1, 2018	N/A	N/A

**EXHIBIT C TO SCHEDULE B
QSI MUD SYSTEMS PORTFOLIO**

Mud System Name	Description
CBMAX 100	Coal bed methane drilling, coring and/or drill-in fluid
CBMAX 200	Coal bed methane drilling, coring and/or drill-in fluid
DRILSMOOTH	MMO (Mixed Metal Oxide) system
HYBRIDRILL EDE	Oil sands drilling fluid
HYBRIDRILL ES	Oil sands drilling fluid
MAXDIRECT	Low density direct emulsion water based mud
MAXDIRECT PLUS	Low density direct emulsion water based mud
MAXSIL P	Potassium silicate-based drilling fluid
QMAXDRILL	Amine / PHPA /Polymer mud system
QMAXVERT	Oil-based drilling fluid system
QMAXVERT M	Oil-based drilling fluid system containing mineral oil as base oil
QMAXVERT M HT	Oil-based drilling fluid system containing mineral oil as base oil
QMAXVERT SYN	Non-aqueous based drilling fluid system (NAF) containing synthetic oil as base fluid
MICRONAIRE	Natural Gel – MMH with surfactant
PERFORMANCE	Formate-based drilling fluid
PERFORMANCE SP	Inhibitive sodium and potassium formate-based fluid
QBAM L	Inhibitive water-based drilling fluid
QBAM PLUS	Inhibitive water-based drilling fluid
QBAM PRO	Inhibitive water-based drilling fluid
QCLEAR	Solids-free drilling fluid
QCORE	Water-based drilling fluid using amine for clay inhibition
QDRILL	Inhibitive fluid system having a potassium source
QDRILL IN	Non-damaging drilling fluid used for reservoir section.
QNCa	Water based polymer system with calcium nitrate
QPLUG	Mixture for plugging high loss zones
QVERT	Oil-based drilling fluid system
TriMAX	Synthetic Invert Emulsion with Engineered Rheological Behavior at Downhole Temperature and Pressure for both Deepwater and Ultra Deepwater environments

**SCHEDULE C
EXCLUDED INTELLECTUAL PROPERTY**

All intellectual property related to the MAXSITE software, including:

(a) Marks:

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
MAXSITE	Computer software for hydraulic simulation of downhole drilling operations; computer software for optimizing and customizing drilling fluids to achieve a temperature and pressure profile in a well, a wellbore, or a borehole; computer software for drilling fluid calculations performed daily in drilling and drilling fluid management including capacity, mass balance, rheology, equivalent circulating density, pressure, temperature, and other parameters of overall well stability.	22M26CA	Canada	Pending	1913632	Aug 7, 2018	N/A	N/A
		22M26CO	Colombia	Registered	SD20180065162	Aug 10, 2018	618710	May 14, 2019
		22M26DZ	Algeria	Registered	DZT201800413	Aug 9, 2018	108147	Aug 9, 2020
		22M26EG	Egypt	Registered	374915	Aug 8, 2018	374915	Mar 3, 2020
		22M26MX	Mexico	Registered	2083373	Aug 2, 2018	1936665	Aug 2, 2018
		22M26UAE	UAE	Registered	296926	Aug 12, 2018	296926	Feb 7, 2019
		22M26US	USA	Registered	87794749	Feb 12, 2018	5565681	Sep 18, 2018

(b) Source code for the MAXSITE software, and all documents, communications, and notes regarding the development or substance of the MAXSITE software, including for the following MaxSite Suite applications:

1. Drilling fluids Calculator
2. MAXSITE Enviro

3. MAXSITE Hydraulics
 4. MAXSITE Query
 5. MAXSITE Reporter
 6. MAXSITE Toolbox
 7. QSeal 1.2
 8. QSeal 2.0
- (c) any data or information which the Vendor has obtained from M-I related to the MAXSITE software, including software, source code, documents, presentations, charts, images, files, emails, communications, notes and architecture diagrams related to the MAXSITE software; and
- (d) all copies and backups of all of the foregoing.

EXHIBIT 3
FORM OF ASSIGNMENT AGREEMENT

ASSIGNMENT AND ASSUMPTION OF QMAX IP AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF QMAX IP AGREEMENT (the “**Agreement**”) is made the [●] day of [●], 2021 (the “**Effective Date**”) between KPMG Inc., in its capacity as court appointed receiver and manager of Q'Max Solutions Inc., a corporation incorporated in British Columbia, Canada with registration number BC 10003177 (“**QSI**”), and not in its personal or corporate capacity (“**Assignor**”) and Q'DFSC Holdings, LLC, a Texas limited liability company with Employer Identification Number (EIN) 86-1539158 (“**Assignee**”). “**Parties**” means Assignor and Assignee, and “**Party**” means either one of them as the context requires.

Recitals:

(A) Pursuant to a Consent Receivership Order of the Court of Queen's Bench (Alberta) made as of May 28, 2020, Assignor was appointed as receiver and manager, without security, of all of QSI's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds therefrom.

(B) The Assignor has agreed to assign to the Assignee all right, title and interest in, to and arising out of the QMax IP, as defined below, upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, including the payment of [REDACTED] by Assignee to Assignor, plus applicable transfer taxes, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Definitions**

Capitalized terms used and not otherwise defined in this Agreement will have the meaning ascribed to them in Schedule A (Definitions).

2. **Assignment by Assignor**

Subject to Sections 3 and 4, the Assignor hereby grants, assigns, transfers and sets over unto the Assignee, as and from the Effective Date, all of the Assignor's right, title and interest in, to and under the QMax IP, including the License Agreements. The Assignor covenants, represents and warrants that it has not otherwise assigned the QMax IP to any other party.

3. **Assumption by Assignee**

The Assignee hereby accepts this assignment and, as from the Effective Date, agrees to assume, and shall observe and perform, all of the Assignor's obligations and liabilities under and in respect of the QMax IP which are to be observed or performed thereunder, including the License Agreements.

4. **Third Party Beneficiaries**

The Parties agree that each Licensee is a third party beneficiary of this Agreement. The Assignee acknowledges the right of each Licensee to continue using the QMax IP solely in accordance with

the terms and conditions of such Licensee's License Agreement and agrees that each Licensee will have the right to enforce its right to use the QMax IP pursuant to the applicable License Agreement against the Assignee.

5. Successors and Assigns

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

6. Further Assurances

Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this assignment and shall use its best efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

7. Governing Law

This Agreement is a contract made under and will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta. The Parties agree to attorn to the exclusive jurisdiction of the courts of Calgary located in Calgary, Alberta in the event of any dispute. Notwithstanding the foregoing, nothing will prevent Assignor from seeking injunctive relief in any appropriate jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

8. Counterparts

This Agreement may be executed in counterparts and may be executed and delivered by facsimile or PDF and each such counterpart shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

9. Severability

If any provision contained in this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held to be invalid or unenforceable shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

[Signature Page Follows]

IN WITNESS OF WHICH the Parties have duly executed this Agreement.

Q'DFSC HOLDINGS, LLC

By: _____

Name:

Title:

KPMG INC.

**In its capacity as receiver and manager of
Q'Max Solutions Inc.**

and not in its personal or corporate capacity

By: _____

Name:

Title:

SCHEDULE A DEFINITIONS

1. Definitions

Whenever used in this Agreement, the following words and terms have the following meanings:

- (a) “**Agreement**” means this Assignment and Assumption of QMax IP Agreement and the schedules attached hereto.
- (b) “**Assignee**” has the meaning set out on the first page of this Agreement.
- (c) “**Assignor**” has the meaning set out on the first page of this Agreement.
- (d) “**Effective Date**” has the meaning set out on the first page of this Agreement.
- (e) “**Excluded Intellectual Property**” means the intellectual property and associated Intellectual Property Rights set out in Schedule C.
- (f) “**Intellectual Property Rights**” means all rights protectable by copyright, trademark, patent, industrial design or trade secret and other intellectual property rights under any law including common law.
- (g) “**License Agreement**” means an agreement: (i) in which a third party is granted a license to use the QMax IP, or any component thereof; and (ii) that is listed in Schedule D.
- (h) “**Licensee**” means a third party that: (i) is a party to a License Agreement; and (ii) has been granted a license to use the QMax IP, or any component thereof, pursuant to such License Agreement.
- (i) “**Parties**” and “**Party**” have the meaning set out on the first page of this Agreement.
- (j) “**QMax IP**” means all Intellectual Property Rights recognized in any jurisdiction in the world owned by QSI including, as applicable: (1) patents, patent applications, and invention disclosures; (2) copyrights, copyright registrations and applications, and mask work rights; (3) the protection of trade or industrial secrets or confidential information; (4) trademarks, service marks, and other designations of source or origin (collectively, “Trademarks”); (5) industrial designs; (6) mud systems, formulations and recipes; (7) databases and data collections; (8) all other intellectual property rights and proprietary rights; (9) for any items described in (1) through (8) above, any divisions, continuations, continuations-in-part, counterparts, reexaminations, post-grant reviews, inter parties reviews, supplemental examinations, provisionals, renewals, reissuances, extensions, and rights to apply for, file for, certify, register, record, or perfect; or (10) rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” or “droit moral.”, including but not limited to the Intellectual Property Rights set out in Schedule B. QMax IP excludes, for greater certainty, the Excluded Intellectual Property.

(k) “**QSI**” has the meaning set out on the first page of this Agreement.

**SCHEDULE B
QMAX IP**

1. **Patents**

With respect to Patents, the QMax IP includes the patents in QSI's patent portfolio, including the issued patents and the patents for which QSI has pending applications, as set out in Exhibit A to this Schedule B, but excluding any Excluded Intellectual Property.

2. **Trademarks**

With respect to Trademarks, the QMax IP includes the marks in QSI's trademark portfolio, including the registered or approved marks and marks for which QSI has pending applications, as set out in Exhibit B to this Schedule B, but excluding any Excluded Intellectual Property.

3. **Mud Systems, Formulations and Materials**

With respect to Mud systems, materials and formulations, the QMax IP includes all the mud systems and formulations used by QSI in drilling and completion operations worldwide, and also all materials, additives, lubricants, minerals and compounds used in these formulations, whether generic or specialized, as defined in the QMax Item Master List (TIM), as set out in Exhibit C to this Schedule B, but excluding any Excluded Intellectual Property.

[Note to Draft: Exhibits to be updated to reflect QMax IP portfolio as at the Effective Date.]

**EXHIBIT A TO SCHEDULE B
QSI PATENT PORTFOLIO**

Ref.	Patent Title	Country	Application Number	Patent Number	Status as of October 2020	Active
1	Thermal Process for Treating Hydrocarbon-Contaminated Drill Cuttings	US	10/080,993	6,695,077	All Maintenance Fees Paid	Yes
		MX	PA/A/04/008112	247576	Quinquennial Tax Due: February 10, 2022	Yes
2	Fluid Treatment Process and Apparatus (MudStripper)	CA	2,533,953	2,533,953	Maintenance Fee Due: January 25, 2021	Yes
		MX	PA/A/06/001191	293759	Quinquennial Tax Due: January 30, 2021	Yes
		MX	MX/A/11/008113	320445	Quinquennial Tax Due: January 30, 2024	Yes
		US	11/307,143	7,527,726	Maintenance Fee Due: November 5, 2020 (12 th year)	Yes
		US	12/410,248	7,964,101	Maintenance Fee Due: December 21, 2022 (12 th year)	Yes
3	Drilling Fluid	CA	2,481,543	2,481,543	Maintenance Fee Due: September 14, 2021	Yes
		US	10/815,826	7,332,458	All Maintenance Fees Paid	Yes
		US	11/582,311	7,338,593	All Maintenance Fees Paid	Yes
4	Sistema de Emulsion Salina de Baja Densidad (Low Density Saline Emulsion System)	MX	MX/A/10/009639	324847	Quinquennial Tax Due: August 24, 2024	Yes
5	New Technology Dehydrator - DNT	EC	IEPI-2015-10430	---	Annuity Fee Due: March 18, 2021 Application Pending	Yes
6	Q Obturoil (CBJ), Sistema Obturante Para Zonas de Pérdida en Pozos Petroleros Y Geotérmicos	MX	MX/a/2015/000725	---	No Information since April 25, 2016 Handled by Legarreta Y Asociados in MX	Yes

Ref.	Patent Title	Country	Application Number	Patent Number	Status as of October 2020	Active
7	Rheology Drilling Fluid and method (TriMAX)	US	15893920	10,683,449	Maintenance Fee Due: December 16, 2023	Yes
		US	16865919	N/A	Response to Missing Parts to be filed before November 4, 2020 with 4 mo. extension of time	Yes
		BR	BR1120190164995	N/A	Annuity Due: February 12, 2021; Request for Examination Due: February 12, 2021	Yes
		CA	3052814	N/A	Maintenance fee due: February 12, 2021	Yes
		MX	MXa2019009545	N/A	No outstanding deadlines	Yes
		TT	TTA201900076	N/A	Annuity Due: February 12, 2021	Yes
8	Methods and systems for managing drilling wastes (QENVIRO)	DZ	200491	N/A	Annuity Due: March 1, 2021	Yes
		EG	12512020	N/A	Power of attorney legalization in process; annuity payment due: February 12, 2021	Yes
9	Dehydrator system and methods of using the same (MudStripper Max)	US	15275064	10086316	Maintenance Fee Due: April 2, 2022	Yes
		US	16113821	10640405	Maintenance Fee Due: November 5, 2023	Yes
10	Methods And Devices For Maintaining Emulsion Stability Of Non-Aqueous Drilling Fluids	US	63002922	---	Provisional application filed	No

**EXHIBIT B TO SCHEDULE B
QSI TRADEMARK PORTFOLIO**

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QMAX SOLUTIONS INC.	Drilling fluid services, namely consulting services, implementation and management of drilling fluid systems, preparing, monitoring, testing, handling, transporting and disposing of drilling fluids and laboratory analysis.	22M01CA	Canada	Registered	1125697	Dec 18, 2001	TMA598329	Dec 22, 2003
QMAX SOLUTIONS INC. & Design	Materials for the servicing of oil and gas well drilling operations, namely drilling fluid systems, drilling fluids, drilling fluid additives and completion fluids, namely alkalinity controls, bactericides, calcium removers, corrosion inhibitors, foam control agents, emulsifying agents, filtration control agents, flocculants, lost circulation control agents, lubricants, shale control inhibitors, surface active agents, fluid thinners, dispersants, viscosifying agents, and weighting materials.	22M02CA	Canada	Registered	1125698	Dec 18, 2001	TMA598331	Dec 22, 2003
MICRONAIRE	Fluids used in the construction and maintenance of wells, namely drilling fluids. Fluids used in the construction and maintenance of wells, namely workover fluids, completion fluids, stimulation fluids and spotting fluids. Services related to the construction and maintenance of wells.	22M03CA	Canada	Registered	1095726	Mar 12, 2001	TMA578678	Apr 1, 2003

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
CBMAX	Polymers used as a drilling fluid for coal bed methane drilling	22M04CA	Canada	Registered	1268966	Aug 17, 2005	TMA668514	Jul 24, 2006
		22M04US	USA	Registered	78815906	Feb 15, 2006	3394888	Mar 11, 2008
POLYTAR SYSTEM	Drilling fluid services, namely consulting services, implementation and management of drilling fluid systems, preparing, monitoring, testing, handling, transporting and disposing of drilling fluids and laboratory analysis. Materials for the servicing of oil and gas well drilling operations, namely drilling fluid systems, drilling fluids, drilling additives and completion fluids.	22M05CA	Canada	Registered	1174477	Apr 9, 2003	TMA619977	Sep 20, 2004
Q-STAR ENV	Derivative starch for use in combination with other products in drilling fluid systems.	22M06CA	Canada	Registered	1308168	Jul 6, 2006	TMA743313	Jul 10, 2009
QMAXDRILL	Drilling fluid additive.	22M07CA	Canada	Registered	1330102	Jan 3, 2007	TMA706618	Feb 6, 2008
		22M07IN	India	Registered	1528025	Feb 5, 2007	863079	Mar 30, 2007
SMART SEAL	Materials for the servicing of oil and gas well drilling operations, namely drilling fluid systems, namely drilling fluids, drilling fluid additives namely, seepage loss control agents and loss circulation control agents.	22M08CA	Canada	Registered	1384442	Feb 21, 2008	TMA763694	Apr 8, 2010

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
MUDSTRIPPER & Design (COLOR)	Wastewater, effluent, sludge and slurry treatment systems for the purpose of clarifying wastewater for water reclamation, recycling and re-use; drilling fluid treatment systems for the purpose of removing cuttings and recovering and re-using drilling fluid; receiving boxes for wastewater, effluent, sludge, slurry and drilling fluid treatment systems.	22M09CA	Canada	Registered	1624995	May 1, 2013	TMA882070	Jul 14, 2014
		22M09US	USA	Registered	85923298	May 3, 2013	4806315	Sep 8, 2015
MUDSTRIPPER	Custom design of wastewater, effluent, sludge, slurry and drilling fluid treatment systems; installation and operation of wastewater, effluent, sludge, slurry and drilling fluid treatment systems; consulting services in the field of water treatment, including wastewater clarification, process water management, and the treatment of wastewater, effluent, sludge, slurry and drilling fluid for the purpose of recovering and re-using clarified water and drilling fluid.	22M10CA	Canada	Registered	1624991	May 1, 2013	TMA882353	Jul 17, 2014
		22M10US	USA	Registered	85923318	May 3, 2013	4806316	Sep 8, 2015
MUDSTRIPPER & Design		22M11CA	Canada	Registered	1624993	May 1, 2013	TMA894019	Jan 15, 2015
		22M11US	USA	Registered	85923308	May 3, 2013	4810801	Sep 15, 2015

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QMAX	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M12BR1	Brazil	Registered	908742517	Dec 11, 2014	908742517	Jun 6, 2017
		22M12BR2	Brazil	Registered	908742703	Dec 11, 2014	908742703	May 8, 2018
		22M12BR3	Brazil	Registered	908742797	Dec 11, 2014	908742797	Jun 6, 2017
	Engineering services in connection with drilling fluids and drilling fluid use, cost and risk analysis, environmental and waste management planning, analysis of data from wellsites and technical advice on products.	22M12CA	Canada	Registered	1706048	Dec 5, 2014	TMA982433	Oct 10, 2017
		22M12CO	Colombia	Registered	14267531	Dec 4, 2014	612632	Jan 22, 2019
		22M12EC1	Ecuador	Pending	IEPI2015142	Jan 6, 2015	N/A	N/A
	Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.	22M12EC2	Ecuador	Pending	IEPI2015139	Jan 6, 2015	N/A	N/A
		22M12EC3	Ecuador	Pending	IEPI2015140	Jan 6, 2015	N/A	N/A
		22M12MX1	Mexico	Registered	1563820	Jan 7, 2015	1541496	May 26, 2015
		22M12MX3	Mexico	Registered	1563824	Jan 7, 2015	1541497	May 26, 2015
		22M12PE	Peru	Registered	601529	Dec 30, 2014	11136	Jul 9, 2015
		22M12US	USA	Registered	86422347	Oct 13, 2014	4991090	Jul 5, 2016

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
Q Logo Design	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M13BR1	Brazil	Registered	908742207	Dec 11, 2014	908742207	Jun 6, 2017
		22M13BR2	Brazil	Registered	908742266	Dec 11, 2014	908742266	Jun 6, 2017
		22M13BR3	Brazil	Registered	908742312	Dec 11, 2014	908742797	Jun 6, 2017
	Engineering services in connection with drilling fluids and drilling fluid use, cost and risk analysis, environmental and waste management planning, analysis of data from wellsites and technical advice on products.	22M13CA	Canada	Registered	1706049	Dec 5, 2014	TMA954100	Nov 2, 2016
		22M13CO	Colombia	Registered	14267512	Dec 4, 2014	524797	Sep 23, 2015
	Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.	22M13EC1	Ecuador	Pending	IEPI2015132	Jan 6, 2015	N/A	N/A
		22M13EC2	Ecuador	Pending	IEPI2015134	Jan 6, 2015	N/A	N/A
		22M13EC3	Ecuador	Pending	IEPI2015135	Jan 6, 2015	N/A	N/A
		22M13MX1	Mexico	Registered	1563822	Jan 7, 2015	1544760	May 26, 2015
		22M13MX2	Mexico	Registered	1563825	Jan 7, 2015	1580188	Jan 7, 2015
		22M13MX3	Mexico	Registered	1563826	Jan 7, 2015	1541498	May 26, 2015
		22M13PE	Peru	Registered	601396	Dec 29, 2014	11064	Jul 24, 2015
	22M13US	USA	Registered	86422422	Oct 13, 2014	4887728	Jan 19, 2016	

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
Q'MAX	<p>Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.</p> <p>Engineering services in connection with drilling fluids and drilling fluid use, cost and risk analysis, environmental and waste management planning, analysis of data from wellsites and technical advice on products.</p> <p>Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.</p>	22M14US	USA	Registered	86422393	Oct 13, 2014	5010534	Aug 2, 2016

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QVERT	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M16MX1	Mexico	Registered	1575303	Feb 6, 2015	1550780	Feb 6, 2015
	Engineering services in connection with drilling fluids and drilling fluid use, cost and risk analysis, environmental and waste management planning, analysis of data from wellsites and technical advice on products.	22M16MX2	Mexico	Registered	1575306	Feb 6, 2015	1543659	Feb 6, 2015
	Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.	22M16MX3	Mexico	Registered	1575307	Feb 6, 2015	1547416	Feb 6, 2015

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
Q'DNT		22M17EC1	Ecuador	Registered	44995	Aug 12, 2013	527914	Mar 17, 2014
		22M17EC2	Ecuador	Registered	44993	Aug 12, 2013	470014	Mar 17, 2014
		22M17EC3	Ecuador	Registered	44991	Aug 12, 2013	264714	Mar 18, 2014
		22M17EC4	Ecuador	Registered	44990	Aug 12, 2013	209514	Mar 18, 2014
		22M17EC5	Ecuador	Registered	44983	Aug 12, 2013	209314	Mar 18, 2014
		22M17EC6	Ecuador	Registered	44987	Aug 12, 2013	209414	Mar 18, 2014
Q OBTUROIL	Fluid sealing systems that form a network of high temperature and pressure resistance in a formation in order to prevent the migration of fluids into the formation	22M18MX	Mexico	Registered	1627959	Jun 30, 2015	1577791	Jun 30, 2015
		22M18MX2	Mexico	Registered	1627960	Jun 30, 2015	1642576	Jun 3, 2016

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QMAX Words+Design	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for use with drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M19BR1	Brazil	Registered	910145067	Oct 19, 2015	910145067	Jan 30, 2018
		22M19BR2	Brazil	Registered	910145385	Oct 19, 2015	910145385	Aug 7, 2018
		22M19BR3	Brazil	Registered	910145814	Oct 19, 2015	910145814	Jan 23, 2018
	Engineering services in connection with drilling fluids and drilling fluid use, environmental planning, analysis of data from well sites, namely, data about well fluid design, well drill cuttings, well formation stability, well borehole stability and well fluid circulation, and technical engineering advice on the use of products for drilling, namely, drilling fluids, mud products, mud systems, and solids and control equipment.	22M19CA	Canada	Registered	1748906	Oct 2, 2015	TMA1006893	Oct 17, 2018
		22M19CO	Colombia	Registered	15278692	Nov 23, 2015	593165	May 8, 2018
		22M19EC1	Ecuador	Registered	IEPI201542246	Oct 5, 2015	5363	Sep 18, 2017
	Petroleum industry power-operated equipment for drilling fluid processing and solids control, namely, shakers, desanders, desilters, mud cleaners, centrifuges and fluids processing units.	22M19EC2	Ecuador	Registered	201542247	Oct 5, 2015	IEPI2016TI006326	May 11, 2016
		22M19EC3	Ecuador	Registered	201542250	Oct 5, 2015	SENADI2019TI6765	Feb 22, 2019
	Cost analysis; business risk management analysis; providing advice to consumers regarding the selection of products to be purchased.	22M19MX1	Mexico	Registered	1664247	Oct 2, 2015	1615878	Feb 19, 2016
		22M19MX3	Mexico	Registered	1664249	Oct 2, 2015	1613359	Feb 12, 2016
	Waste management planning.	22M19PE	Peru	Registered	636411	Oct 7, 2015	13648	Jun 21, 2016
	All goods in the class.	22M19US	USA	Registered	86779606	Oct 6, 2015	5237677	Jul 4, 2017

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
QFLOW	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for oil drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M22US	USA	Allowed	87128061	Aug 4, 2016	N/A	N/A
QPLUG	Chemicals used in industry, science and photography, as well as in agriculture, horticulture and forestry; unprocessed artificial resins, unprocessed plastics; manures; fire extinguishing compositions; tempering and soldering preparations; chemical substances for preserving foodstuffs; tanning substances; adhesives used in industry, namely, treated sea water used as a drilling fluid. Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for oil drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling.	22M23MX	Mexico	Registered	1710375	Feb 5, 2016	1734514	Feb 5, 2016
		22M23US	USA	Registered	87128075	Aug 4, 2016	5543403	Aug 21, 2018
TRIMAX	Chemical drilling fluids for use in subterranean wells, namely, drilling muds, completion fluids, workover fluids and wellbore fluids; chemical additives for oil drilling fluids; drilling muds and chemical drilling fluids for use in oil well drilling	22M24CO	Colombia	Pending	SD20170002457	Jan 17, 2017	N/A	N/A
		22M24MX	Mexico	Registered	1832864	Dec 15, 2016	1733815	Dec 16, 2016
		22M24TT	Trinidad and Tobago	Registered	52289	Jan 5, 2017	52289	Feb 7, 2018
		22M24US	USA	Registered	87270230	Dec 15, 2016	5414032	Feb 27, 2018

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
Q-ENVIRO	<p>Waste treatment apparatus for chemical treatment, oil removal, water separation and recycling, sedimentation, filtration, and flocculation of wastes from oil and gas drilling processes, shale gas drilling and fracking operations, and oil production and refinery processes; Waste water treatment apparatus for wastes in the nature of drill cuttings, oily slop wastes, water, solids and sludge including oil removal, solids removal, solids filtration and water separation and recycling; Apparatus for segregating liquid wastes from drilling cuttings; Apparatus for mud separation processes; Apparatus for solidification and stabilization of wet drilling cuttings; apparatus for dewatering sludge, waste, solids, drill cuttings, and drilling mud, and recycling waste water from oil and gas drilling operations.</p> <p>Waste treatment in the nature oil removal, solids removal, solids filtration and water separation and recycling of drill cuttings, oily slop wastes, water, solids and sludge from oil and gas drilling and fracking processes; Chemical treatment of drilling wastes from oil and gas drilling operations including chemical flocculation; dewatering wastes from oil and gas drilling processes, fracking operations, and oil and gas production and refinery processes; Segregating liquid wastes from dry cuttings; collection and recycling of waste</p>	22M25CO	Colombia	Registered	SD20180065166	Aug 10, 2018	646540	May 7, 2020
		22M25DZ	Algeria	Registered	DZT2018004138	Aug 9, 2018	109817	Aug 9, 2020
		22M25EG	Egypt	Pending	374916	Aug 8, 2018	N/A	N/A
		22M25KE	Kenya	Registered	103409	Aug 6, 2018	103409	Feb 12, 2018
		22M25MX1	Mexico	Registered	2085963	Aug 8, 2018	1936224	Aug 8, 2018
		22M25MX2	Mexico	Registered	2085969	Aug 8, 2018	1936227	Aug 8, 2018
		22M25UAE1	UAE	Registered	296927	Aug 12, 2018	296927	Feb 7, 2019

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
	water from oil and gas drilling processes and fracking operations; Solids control and mud separation processes; Consulting services in the field of waste treatments including technical consulting in the field of solid waste management, waste water removal and recycling of water from oil and gas drilling process and fracking operations.	22M25UAE2	UAE	Registered	296928	Aug 12, 2018	296928	Feb 7, 2019
		22M25US	USA	Allowed	87794363	Feb 12, 2018	N/A	N/A

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
MUDSTRIPPER MAX	<p>Wastewater, effluent, sludge and slurry treatment systems for the purpose of clarifying wastewater for water reclamation, recycling and re-use, comprised of chemical treatment units, solids coagulation and flocculation units, solids separation and dewatering units, water and solids containment tanks; drilling fluid treatment systems for the purpose of removing cuttings and recovering and re-using drilling fluid, comprised of chemical treatment units, solids coagulation and flocculation units, solids separation and dewatering units, water and solids containment tanks; receiving boxes, sold as components for wastewater, effluent, sludge, slurry and drilling fluid treatment systems.</p> <p>Installation of wastewater, effluent, sludge, slurry and drilling fluid treatment systems.</p> <p>Consulting services in the field of water treatment, including wastewater clarification, process water management, and the treatment of wastewater, effluent, sludge, slurry and drilling fluid for the purpose of recovering and re-using clarified water and drilling fluid.</p> <p>Custom design of wastewater, effluent, sludge, slurry and drilling fluid treatment systems.</p>	22M27DZ	Algeria	Pending	DZT2018004294	Aug 27, 2018	N/A	N/A
		22M27EG1	Egypt	Pending	375602	Aug 26, 2018	N/A	N/A
		22M27EG2	Egypt	Registered	375603	Aug 26, 2018	375603	Jan 30, 2020
		22M27EG3	Egypt	Registered	375604	Aug 26, 2018	375604	Dec 22, 2019
		22M27EG4	Egypt	Registered	375605	Aug 26, 2018	375605	Dec 22, 2019
		22M27IQ	Iraq	Pending	80611	Nov 20, 2019	N/A	N/A
		22M27KE	Kenya	Registered	103586	Aug 17, 2018	103586	Mar 1, 2018
		22M27UAE1	UAE	Registered	297500	Aug 28, 2018	297500	Feb 13, 2019
		22M27UAE2	UAE	Registered	297501	Aug 28, 2018	297501	Feb 13, 2019
		22M27US	USA	Allowed	87816021	Mar 1, 2018	N/A	N/A

**EXHIBIT C TO SCHEDULE B
QSI MUD SYSTEMS PORTFOLIO**

Mud System Name	Description
CBMAX 100	Coal bed methane drilling, coring and/or drill-in fluid
CBMAX 200	Coal bed methane drilling, coring and/or drill-in fluid
DRILSMOOTH	MMO (Mixed Metal Oxide) system
HYBRIDRILL EDE	Oil sands drilling fluid
HYBRIDRILL ES	Oil sands drilling fluid
MAXDIRECT	Low density direct emulsion water based mud
MAXDIRECT PLUS	Low density direct emulsion water based mud
MAXSIL P	Potassium silicate-based drilling fluid
QMAXDRILL	Amine / PHPA /Polymer mud system
QMAXVERT	Oil-based drilling fluid system
QMAXVERT M	Oil-based drilling fluid system containing mineral oil as base oil
QMAXVERT M HT	Oil-based drilling fluid system containing mineral oil as base oil
QMAXVERT SYN	Non-aqueous based drilling fluid system (NAF) containing synthetic oil as base fluid
MICRONAIRE	Natural Gel – MMH with surfactant
PERFORMANCE	Formate-based drilling fluid
PERFORMANCE SP	Inhibitive sodium and potassium formate-based fluid
QBAM L	Inhibitive water-based drilling fluid
QBAM PLUS	Inhibitive water-based drilling fluid
QBAM PRO	Inhibitive water-based drilling fluid
QCLEAR	Solids-free drilling fluid
QCORE	Water-based drilling fluid using amine for clay inhibition
QDRILL	Inhibitive fluid system having a potassium source
QDRILL IN	Non-damaging drilling fluid used for reservoir section.
QNCa	Water based polymer system with calcium nitrate
QPLUG	Mixture for plugging high loss zones
QVERT	Oil-based drilling fluid system
TriMAX	Synthetic Invert Emulsion with Engineered Rheological Behavior at Downhole Temperature and Pressure for both Deepwater and Ultra Deepwater environments

**SCHEDULE C
EXCLUDED INTELLECTUAL PROPERTY**

All intellectual property related to the MAXSITE software, including:

(a) Marks:

Mark	Goods and Services Description	File No.	Country	Status	App. No.	Date Filed	Reg. No.	Reg. Date
MAXSITE	Computer software for hydraulic simulation of downhole drilling operations; computer software for optimizing and customizing drilling fluids to achieve a temperature and pressure profile in a well, a wellbore, or a borehole; computer software for drilling fluid calculations performed daily in drilling and drilling fluid management including capacity, mass balance, rheology, equivalent circulating density, pressure, temperature, and other parameters of overall well stability.	22M26CA	Canada	Pending	1913632	Aug 7, 2018	N/A	N/A
		22M26CO	Colombia	Registered	SD20180065162	Aug 10, 2018	618710	May 14, 2019
		22M26DZ	Algeria	Registered	DZT201800413	Aug 9, 2018	108147	Aug 9, 2020
		22M26EG	Egypt	Registered	374915	Aug 8, 2018	374915	Mar 3, 2020
		22M26MX	Mexico	Registered	2083373	Aug 2, 2018	1936665	Aug 2, 2018
		22M26UAE	UAE	Registered	296926	Aug 12, 2018	296926	Feb 7, 2019
		22M26US	USA	Registered	87794749	Feb 12, 2018	5565681	Sep 18, 2018

(b) Source code for the MAXSITE software, and all documents, communications, and notes regarding the development or substance of the MAXSITE software, including for the following MaxSite Suite applications:

1. Drilling fluids Calculator
2. MAXSITE Enviro

3. MAXSITE Hydraulics
 4. MAXSITE Query
 5. MAXSITE Reporter
 6. MAXSITE Toolbox
 7. QSeal 1.2
 8. QSeal 2.0
- (c) any data or information which the Vendor has obtained from M-I related to the MAXSITE software, including software, source code, documents, presentations, charts, images, files, emails, communications, notes and architecture diagrams related to the MAXSITE software; and
- (d) all copies and backups of all of the foregoing.

SCHEDULE D LICENSE AGREEMENTS

As of the Effective Date, the License Agreements pursuant to which Licensees have ongoing rights to use the QMax IP are as follows:

1. License Agreement dated [●], 2021 among QSI, Q'DFSC Holdings, LLC and Central Procurement Inc. (Colombia).
2. [●] (Mexico).
3. [●] (United Arab Emirates and Kurdistan).
4. [●].

[Note to Draft: Schedule to be completed by QSI at the Effective Date; to include all License Agreements granted in connection with the receiver's ongoing sales process and/or to subsidiaries of QSI. Copies of these License Agreements will be provided to the Assignor as of the Effective Date.]

Appendix “F”

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT has been entered into as of February 28, 2021.

BETWEEN:

KPMG INC., in its capacity as court appointed receiver and manager of Q'Max Solutions Inc., a corporation incorporated in British Columbia, Canada with registration number BC 10003177 ("**QSI**"), and not in its personal or corporate capacity

(the "**Vendor**")

- and -

Wael Moustafa Abdel Salam Elessawy, an individual residing in the city of Dubai

(the "**Purchaser**")

- and -

Abdussamad Ahmed Seedat, an individual residing in the city of Dubai

("Abdul")

- and -

INTERNATIONAL DRILLING FLUIDS & ENGINEERING SERVICES COMPANY (IDEC) LTD., a company limited by shares, incorporated in the British Virgin Islands under no. 1696871 (the "**Company**")

RECITALS:

- A. Pursuant to a Consent Receivership Order of the Court of Queen's Bench (Alberta) (the "**Court**") made as of May 28, 2020 (the "**Appointment Order**"), the Vendor was appointed as receiver and manager, without security, of all of QSI's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds therefrom.
- B. QSI owns legal and beneficial title to the Purchased Shares (as defined herein).
- C. The Vendor has agreed to sell the Purchased Shares to the Purchaser and the Purchaser have agreed to purchase the Purchased Shares from the Vendor upon the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree with each other as follows:



**ARTICLE 1
INTERPRETATION**

1.1 Definitions.

The following terms and expressions shall have the meanings set forth below wherever used in this Agreement:

“**Affiliate**” means, in respect of a Person, any other Person, directly or indirectly, that controls, is controlled by or under common control with the first mentioned Person, and for the purposes of this definition “control” means the possession, directly or indirectly, by a Person or a group of Persons acting in concert of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities or otherwise;

“**Agreement**” means this share purchase agreement;

“**Appointment Order**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Approval and Vesting Order**” means an order or orders to be granted by the Court which authorizes, approves and confirms this Agreement and the completion of the Transaction contemplated hereunder, including the settlement of the intercompany amounts owing between the Company and QSI other than the Receiver Loan, and vests the legal and beneficial title to the Purchased Shares in the Purchaser, free and clear of all Encumbrances;

“**Articles**” means the Amended and Restated Memorandum of Association and Articles of Association of the Company adopted on February 20, 2012, as amended and restated by a resolution of members passed on September 16, 2014 and as further amended and restated by a resolution of directors passed on September 25, 2014;

“**Books and Records**” means originals or copies of all books and records, data, information, ledgers, files, reports, plans, records, manuals and other materials (in whatever form maintained) of, or relating to, the Company, in the possession or control of the Vendor or QSI;

“**Business Day**” means any day, other than a Saturday, Sunday or statutory holiday in the Province of Alberta, Canada and a Saturday, Sunday or a public holiday in the British Virgin Islands;

“**Closing**” means the completion of the sale to, and purchase by, the Purchaser of the Purchased Shares under this Agreement;

“**Closing Date**” means March 20, 2021 or such later date that is no more than two Business Days following the date on which all of the conditions in Sections 3.2 and 3.3 have been satisfied (except for those conditions which cannot be satisfied until the Closing Date);

“**Company**” has the meaning ascribed thereto in the preamble to this Agreement;

“**Company Indemnifying Party**” has the meaning ascribed thereto in Section 6.12(b);

“**Court**” has the meaning ascribed thereto in the recitals to this Agreement;



“**Encumbrance**” means all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise;

“**ENDB Facility**” means the credit facilities made available under the Rollout Facility Amendment Letter dated September 23, 2019 between the Company and ENDB;

“**ENDB**” means Emirates NBD Bank P.J.S.C.;

“**Extended Service Term**” has the meaning ascribed thereto in Section 6.9;

“**Governmental Authorities**” means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law, rule or regulation-making organizations or entities:

- (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or
- (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

“**HSBC**” HSBC Bank, USA;

“**HSBC Letter of Credit**” means the irrevocable standby letter of credit dated June 9, 2015, issued by HSBC in favour of ENDB, in the amount of [REDACTED] which was issued as security for the ENDB Facility, as such letter of credit has been renewed from time to time;

“**IDEC Share Purchase Agreement**” means the Share Purchase Agreement dated 16 September 2014 among Mrs Sayeeda Ahmad and Mrs. Vibha Kumar (as the sellers), Abdul and the Purchaser (as the management) and QSI (as the buyer);

“**Initial Service Term**” has the meaning ascribed thereto in Section 6.9;

“**Kuwait JV**” means United QMax Drilling Fluids Co. (W.L.L.);

“**Law**” means currently existing applicable statutes, by-laws, rules, regulations, orders, ordinances or judgments, in each case of any Governmental Authority having the force of law;

“**License Agreement**” means the license agreement to be entered into between the Company and QSI in the form attached hereto as Schedule “A”;

“**Losses**” means all judgments, debts, liabilities, penalties, fines, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;



“**Outside Date**” means April 30, 2021;

“**Parties**” means the Vendor, the Company, the Purchaser and Abdul, collectively, and “**Party**” means any one of them;

“**Person**” means a natural person, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity or organization;

“**Pre-Closing Tax Period**” means:

- (a) any Tax period ending on or before the Closing Date, and
- (b) the portion of any Straddle Period that relates to the period ending on the Closing Date;

“**Purchase Price**” has the meaning set out in Section 2.2;

“**Purchased Shares**” means 42,500 shares of the Company;

“**Purchaser**” has the meaning ascribed thereto in the preamble to this Agreement;

“**QMax Group**” shall mean: (i) QSI and (ii) any or all Persons Affiliated with QSI, but excluding the Company;

“**QSI**” has the meaning ascribed thereto in the preamble to this Agreement;

“**Receiver Loan**” means the [REDACTED] loan from the Vendor to the Company;

“**Receivership Proceedings**” means the receivership proceedings commenced in respect of QSI pursuant to the Consent Receivership Order of the Court in Action No. 2001-06722;

“**Service Fee**” has the meaning ascribed thereto in Section 6.2(a);

“**Services**” has the meaning ascribed thereto in Section 6.1(a);

“**Straddle Period**” means any taxable period that includes (but does not end on) the Closing Date;

“**SWIFT Releases**” means the SWIFT telex messages to be issued by ENDB in favour of HSBC releasing the HSBC Letter of Credit;

“**Tax**” or “**Taxes**” means, with respect to any Person:

- (a) any federal, state, local or foreign income, gross receipts, property, sales, use, license, excise, franchise, employment, payroll, estimated, severance, occupation, production, capital gains, goods and services, environmental stamps, withholding, alternative or add-on minimum, *ad valorem*, value added, asset transfer tax, charges, levies, or any other tax, custom, duty, contribution, governmental fee or other like assessment or charge of any kind whatsoever, whether or not disputed, together with any interest or penalty, imposed by any Governmental Authorities;

