EXECUTION COPY

FIFTH SUPPLEMENTAL SENIOR SECURED INDENTURE

BETWEEN:

CLEARSTREAM ENERGY SERVICES INC., a corporation incorporated under the laws of the Province of Ontario

(including its successors and assigns, the "**Corporation**")

- and -

BNY TRUST COMPANY OF CANADA, a trust company existing under the federal laws of Canada, in its capacity as the debenture trustee under the Senior Secured Trust Indenture (as defined below) on its own behalf and on behalf of the Debentureholders (as defined therein)

(in such capacity, the "**Existing Debenture Trustee**")

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company licensed to carry on business in all provinces in Canada, in its capacity as the new debenture trustee under the Senior Secured Trust Indenture on its own behalf and on behalf of the Debentureholders

(in such capacity, the "**New Debenture Trustee**")

RECITALS:

A. The Corporation and the Existing Debenture Trustee entered into a senior secured trust indenture dated as of March 23, 2016 to provide for the creation and issuance of 8.00% senior secured debentures (as the same has been amended and supplemented by (i) a first supplemental trust indenture effective as of June 30, 2016 dated August 11, 2016; (ii) a second supplemental trust indenture dated January 12, 2018, (iii) a third supplemental indenture dated November 30, 2018, and (iv) a fourth supplemental indenture dated June 26, 2019 (collectively, the "**Supplemental Indentures**"), the "**Senior Secured Trust Indenture**").

B. Pursuant to the Senior Secured Trust Indenture, the Corporation issued $176,228,000 aggregate principal amount of 8.00% senior secured debentures due March 23, 2026 (collectively, the "**Senior Secured Debentures**").

C. The Existing Debenture Trustee desires, pursuant to Section 14.2 of the Senior Secured Trust Indenture and in accordance with the terms of the Senior Secured Trust Indenture, to resign as trustee thereunder and to be discharged from the trusts thereof and all duties, responsibilities, liabilities, and obligations thereunder, and to transfer to the New Debenture Trustee all of the Existing Debenture Trustee's powers, rights, duties, responsibilities, obligations and the trusts under the Senior Secured Trust Indenture. The

Corporation is prepared to accept such resignation and to appoint the New Debenture Trustee as the successor debenture trustee, and the New Debenture Trustee is prepared to accept such appointment, with such resignation and appointment to take effect as of the date hereof (the "**Transfer Date**").

D. With the unanimous consent of all Debentureholders, an extraordinary resolution was passed as of June 2, 2020 by Debentureholders representing 100% of the total principal amount of Senior Secured Debentures outstanding pursuant to which, and in accordance with Sections 12.11 and 12.15 of the Senior Secured Trust Indenture, the resignation of the Existing Debenture Trustee and appointment of the New Debenture Trustee (the "**2020 Extraordinary Resolution**") were approved on the terms set out herein.

E. The Corporation, the Existing Debenture Trustee and the New Debenture Trustee are entering into this Fifth Supplemental Senior Secured Indenture pursuant to Section 15.1(f) of the Senior Secured Trust Indenture in order to give effect to the 2020 Extraordinary Resolution and to amend the Senior Secured Trust Indenture and the other Indenture Documents on the terms set out herein.

F. The foregoing recitals are made as representations and statements of fact by the Corporation and not by the Existing Debenture Trustee or the New Debenture Trustee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, it is hereby covenanted, agreed and declared as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

All capitalized terms (including those in the recitals hereto) not defined herein shall have the meanings given to them in the Senior Secured Trust Indenture.

1.2 Interpretation

(a) This Fifth Supplemental Senior Secured Indenture is supplemental to the Senior Secured Trust Indenture and the other Indenture Documents, and this Fifth Supplemental Senior Secured Indenture shall hereafter be read together and shall have effect, so far as practicable, with respect to the Senior Secured Debentures and the other Indenture Documents as if all the provisions of the Senior Secured Trust Indenture and this Fifth Supplemental Senior Secured Indenture were contained in one instrument and the provisions of each other Indenture Document and this Fifth Supplemental Senior Secured Indenture were contained in one instrument, as applicable. The Senior Secured Trust Indenture and each other Indenture Document is and shall remain in full force and effect with regards to all matters governing the Senior Secured Debentures, as amended and supplemented by the Supplemental Indentures and this Fifth Supplemental Senior Secured Indenture.

(b) In this Fifth Supplemental Senior Secured Indenture:

(i) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa;

(ii) all references to Articles and Schedules refer, unless otherwise specified, to articles of and schedules to this Fifth Supplemental Senior Secured Indenture;

(iii) all references to Sections refer, unless otherwise specified, to sections, subsections or clauses of this Fifth Supplemental Senior Secured Indenture; and

(iv) words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by and do not imply limitation of their context or the words or phrases which precede or succeed them.

1.3 Amendments to the Senior Secured Trust Indenture

The Senior Secured Trust Indenture is further amended as follows:

(a) The following defined terms are hereby added to Section 1.1 of the Senior Secured Trust Indenture in alphabetical order:

""**2020 Interest**" means the aggregate amount of interest that will become due and payable by the Issuer to the Debentureholders on June 30, 2020 and December 31, 2020 pursuant to Section 2.4(2);

"**Beneficial Holders' Request**" means an instrument signed in one or more counterparts by (a) in the case of any consent or resolution relating to matters contemplated in Section 12.11(1), one or more Beneficial Holders (whether directly or through any Person having full investment and management control in respect of the beneficial interests held by such Beneficial Holders in a Global Debenture) who hold, collectively, not less than 66 $^{2/3}$% of the beneficial interests in the outstanding principal amount of all Debentures then outstanding; (b) in the case of any consent or resolution relating to matters contemplated in Section 12.11(2), one or more Beneficial Holders (whether directly or through any Person having full investment and management control in respect of the beneficial interests held by such Beneficial Holders in a Global Debenture) who hold, collectively, not less than 100% of the beneficial interests in the outstanding principal amount of all Debentures then outstanding; or (c) in the case of any consent or resolution relating to matters contemplated in Section 12.11(3), one or more Beneficial Holders (whether directly or through any Person having full investment and management control in respect of the beneficial interests held by such Beneficial Holders in a Global Debenture) who hold, collectively, not less than a simple majority of the beneficial interests in the outstanding principal amount of all Debentures then outstanding, in either case, requesting that the

Debenture Trustee take the action or proceeding specified therein. The Debenture Trustee shall be entitled to rely solely upon a letter from counsel to the Issuer or counsel to any Beneficial Holder (or Person having full investment and management control in respect of the beneficial interests held by such Beneficial Holder in a Global Debenture) in determining if the thresholds set forth above have been satisfied. The Debenture Trustee shall be entitled to rely exclusively on such letter from counsel without independent verification and will be fully protected in so doing;"

(b) The definition of "Debenture Trustee" in Section 1.1 of the Senior Secured Trust Indenture is hereby amended by deleting the definition of "Debenture Trustee" in its entirety and replacing it with the following new definition:

""**Debenture Trustee**" means Computershare Trust Company of Canada, a trust company a trust company licensed to carry on business in all provinces in Canada, and includes any successor thereof in compliance with Article 14 hereof or otherwise;"

(c) The definition of "Senior PIK Debentures" included in Section 1.1 of the Senior Secured Trust Indenture is hereby amended by deleting the definition of "Senior PIK Debentures" in its entirety and replacing it with the following new definition:

""**Senior PIK Debentures**" means additional debentures issued by the Issuer in accordance with Section 2.4(2)(B) to satisfy the Issuer's obligation to pay 2020 Interest as and when such 2020 Interest becomes due and payable;"

(d) Article 1 of the Senior Secured Trust Indenture is hereby amended by inserting the following new Section 1.21 at the end thereof:

"**1.21 Calculations.**

The Issuer shall be responsible for making all calculations called for hereunder. The Issuer shall make such calculations in good faith and, absent manifest error, the Issuer's calculations shall be final and binding on Debentureholders, Beneficial Holders and the Debenture Trustee. The Issuer will provide a schedule of any calculations required to be made hereunder to the Debenture Trustee and the Debenture Trustee shall be entitled to rely conclusively on the accuracy of such calculations without independent verification."

(e) Section 2.4(2) of the Senior Secured Trust Indenture is hereby amended by deleting such section in its entirety and replacing it with the following new Section 2.4(2):

"(2) The Debentures (other than any Senior PIK Debentures) shall be dated as of the Effective Date, and all Debentures shall mature on March 23, 2026. The Debentures shall bear interest from the date of issue at the rate of 8.00% per annum, payable in arrears in semi-annual payments on June 30 and December 31 in each year, the first such payment to fall due on June 30, 2016 and the last such payment (representing interest payable from the Interest Payment Date immediately preceding the Maturity Date to, but excluding, the Maturity Date of the Debentures) to fall due on the Maturity Date, payable after as well as before maturity and after as well as before default, with interest on amounts in default at the same rate. All interest payable under this Indenture (other than (x) the 2019 Interest and (y) the 2020 Interest) shall be paid by the Issuer in cash when due and payable.

(A) The Issuer's obligation to pay the amount of 2019 Interest payable to each Debentureholder shall be satisfied in accordance with the following provisions:

(a) the Issuer shall, on the 2019 Interest Prepayment Date, issue one (1) 2019 Interest Preferred Share for each $1,000 tranche of 2019 Interest owing to such Debentureholder;

(b) subject to compliance with all reasonable requirements of the Debenture Trustee, the Issuer shall enter such Debentureholder or his or her nominee(s) or assignee(s) in the books of the Issuer on the 2019 Interest Payment Date as provided for herein, as the holder of the number of 2019 Interest Preferred Shares that the Issuer is required to issue to such Debentureholder in accordance with Section 2.4(2)(A)(a), net of applicable withholding taxes, if any, in accordance with the provisions of this Indenture and, as soon as practicable thereafter, the Issuer shall (i) deliver or cause to be delivered to such Debentureholder, or subject as aforesaid, his or her nominee(s) or assignee(s) a certificate or certificates for such 2019 Interest Preferred Shares, provided that with respect to a global certificate, the obligation to deliver a certificate or certificates for such 2019 Interest Preferred Shares shall be satisfied if the applicable nominee holder makes notation on the applicable global certificate representing 2019 Interest Preferred Shares of the applicable number of 2019 Interest Preferred Shares; and (ii) make or cause to be made any payment to which such Debentureholder is entitled in respect of fractional 2019 Interest Preferred Shares as provided in Section 2.4(2)(A)(e);

(c) upon completion of the steps specified in Section 2.4(2)(A)(b), the Issuer's obligation to pay the amount of 2019 Interest payable to such Debentureholder shall be satisfied in full;

(d) the Issuer shall not be required to issue fractional 2019 Interest Preferred Shares to such Debentureholder and the number of whole 2019 Interest Preferred Shares issuable to such Debentureholder in accordance with Section 2.4(2)(A)(a) shall be computed on the basis of the aggregate amount of 2019 Interest owing to such Debentureholder;

(e) if any fractional interest in a Preferred Share would, except for the provisions of Section 2.4(2)(A)(d), be deliverable to such Debentureholder, the Issuer shall, in lieu of delivering, or causing the delivery of, any certificate representing such fractional interest, make a cash payment to the benefit of such Debentureholder of an amount equal to the fractional interest which would have been issuable multiplied by $1,000;

(f) 2019 Interest Preferred Shares issued in accordance with this Section 2.4(2)(A) shall rank only in respect of distributions or dividends declared in favour of preferred shareholders of record on and after the 2019 Interest Prepayment Date, from which date they will for all purposes be and be deemed to be issued and outstanding as fully paid and non-assessable 2019 Interest Preferred Shares;

(g) the Debenture Trustee (i) shall not be accountable with respect to the validity or value (or the kind or amount) of any 2019 Interest Preferred Shares which may at any time be issued or delivered pursuant to this Section 2.4(2)(A), and (ii) shall not be responsible for any failure of the Issuer to make any cash payment or to cause the Issuer to issue, transfer or deliver 2019 Interest Preferred Shares pursuant to this Section 2.4(2)(A), or to comply with any of the covenants contained in this Section 2.4(2)(A); and

(h) any certificate representing 2019 Interest Preferred Shares issued pursuant to this Section 2.4(2)(A), as well as all certificates issued in exchange for or in substitution of the foregoing securities, may have imprinted or otherwise reproduced thereon such legend or legends or endorsements, not inconsistent with the provisions of this Indenture, as may be required to comply with any Applicable Law including any Applicable Securities Legislation or to conform to general usage, all as may be determined by the Issuer, as conclusively evidenced by the issue of such certificates.

(B) The Issuer's obligation to pay the amount of 2020 Interest payable to each Debentureholder shall be satisfied in accordance with the following provisions:

(a) the Issuer shall satisfy its obligation to pay (i) the portion of the 2020 Interest that will become due and payable on June 30, 2020 by issuing Senior PIK Debentures on such date in accordance with this Section 2.4(2)(B), provided that such date is not a Put Date, a Redemption Date or an acceleration date; and (ii) the portion of the 2020 Interest that will become due and payable on December 31, 2020 by issuing Senior PIK Debentures on such date in accordance with this Section 2.4(2)(B), provided that such date is not a Put Date, a Redemption Date or an acceleration date;

(b) the obligation to pay 2020 Interest and issue Senior PIK Debentures pursuant to this Section 2.4(2)(B) shall be satisfied (i) with respect to Debentures represented by a Global Debenture registered in the name of, or held by, the Depository or its nominee on the relevant Interest Payment Date, by increasing the principal amount of the outstanding Global Debenture by an amount equal to the amount of such 2020 Interest on the applicable Interest Payment Date (rounded down to the nearest whole dollar) and the Debenture Trustee will, at the written request of the Issuer, instruct the Depository to do so in writing, or (ii) with respect to Debentures in certificated form, by indicating payment thereof and an increase in the principal amount of the Debentures in the register for the Debentures and by issuing Senior PIK Debentures in certificated form in an aggregate principal amount equal to such 2020 Interest (rounded down to the nearest whole dollar) and the Debenture Trustee will, at the written request of the Issuer, certify and deliver such Senior PIK Debentures in certificated form for original issuance to the holders thereof on the relevant Interest Payment Date, as shown in the register for the Debentures; provided that a holder of a Debenture represented by a physical certificate shall be entitled to 2020 Interest so long as the increase in the principal amount of the Debentures is recorded in the register for the Debentures, whether or not Senior PIK Debentures represented by a physical certificate representing such 2020 Interest have been issued to such holder. Following an increase in the principal amount of a Global Debenture in accordance with this Section 2.4(2)(B)(b), such Global Debenture will bear interest on such increased principal amount from and after the applicable Interest Payment Date as otherwise set forth in this Section 2.4(2). Any Senior PIK Debentures issued in certificated form will be dated as of the applicable Interest Payment Date and will bear interest from and after such date as otherwise set forth in this Section 2.4(2); and

(c) Senior PIK Debentures issued in accordance with this Section 2.4(2)(B) shall be subject to the same terms and conditions as the Debentures issued on the Effective Date and shall also be designated as "8.00% Senior Secured Debentures due 2026"; provided, however, that notwithstanding Section 2.5, the Issuer shall not be required to (i) provide the documents and instruments referred to in Sections 2.5(1)(b), 2.5(1)(c) and 2.5(1)(d) in connection with the issuance of Senior PIK Debentures in accordance with clause (i) of Section 2.4(2)(B)(b), or (ii) fulfill the conditions specified in Section 2.5(2) in connection with the issuance of any Senior PIK Debentures in accordance with this Section 2.4(2)(B). Such Senior PIK Debentures shall constitute part of the same series of securities as the Debentures issued on the Effective Date and the holders thereof will have the right to vote together with the holders of all other outstanding Debentures as one class on all matters with respect to this Indenture and the Debentures."

(f) Section 2.10 of the Senior Secured Trust Indenture is hereby amended by inserting the words "a surety bond and" immediately after the words "and shall also furnish" in the second to last line thereof.

(g) Section 3.2 of the Senior Secured Trust Indenture is hereby amended by inserting the following new clause (8) at the end thereof:

"(8) Notwithstanding any provisions made in this Indenture with respect to redemptions, either in full (at maturity or otherwise) or partial, expiry dates, payment dates and acts that may be required to be taken in connection with redemptions pursuant to this Indenture, may be altered due to the internal procedures and processes regarding cut-off times of the Depository. It is understood and agreed by the parties hereto that the Debenture Trustee shall have no responsibility in connection with any cut-off time imposed by the Depository."

(h) Section 10.1 of the Senior Secured Trust Indenture is hereby amended by deleting the words "destroyed" and "destruction" where used therein and replacing them with the words "cancelled" or "cancellation", as applicable.

(i) Section 12.11(2) of the Senior Secured Trust Indenture is hereby amended by inserting the words "and subject to Section 3.2(8)" immediately after the words "Notwithstanding the provisions of Section 12.11(1)" in the first line thereof.

(j) Section 12.15 of the Senior Secured Trust Indenture is hereby amended by deleting such section in its entirety and replacing it with the following new Section 12.15:

"All actions which may be taken and all powers that may be exercised by the Debentureholders at a meeting held as hereinbefore in this Article 12 provided may also be taken and exercised by the holders of not less than a simple majority, 66 2/3% or 100%, as applicable, of the principal amount of all the outstanding Debentures by an instrument in writing, including without limitation a Beneficial Holders' Request, signed in one or more counterparts and the expression "Ordinary Resolution", "Extraordinary Resolution" or "Unanimous Resolution", respectively, when used in this Indenture shall include an instrument so signed. For clarity, the provision of a Beneficial Holders' Request shall eliminate the need for the Debentureholders or the Issuer to provide further evidence of the receipt of the requisite consent of the Debentureholders hereunder, and the Debenture Trustee shall be entitled to rely on such Beneficial Holders' Request without requiring anything further."

(k) Section 13.3 of the Senior Secured Trust Indenture is hereby amended by deleting such section in its entirety and replacing it with the following new Section 13.3:

"Any notice to the Debenture Trustee under the provisions of this Indenture shall be valid and effective if delivered to the Debenture Trustee at its principal office in the City of Toronto, at 100 University Avenue, 11th Floor, Toronto, Ontario M5J 2Y1, Attention: General Manager, Corporate Trust, or if given by registered letter, postage prepaid, to such office and so addressed and, if mailed, shall be deemed to have been effectively given three Business Days following the mailing thereof. Notwithstanding the foregoing, the Debenture Trustee shall be entitled to rely, and act upon, any direction, order, instruction, notice or other communication provided to it hereunder which is sent to it by facsimile transmission or other Electronic Methods."

(l) Section 14.4 of the Senior Secured Trust Indenture is hereby amended by deleting the first paragraph thereof in its entirety and replacing it with the following new paragraph:

"In the exercise of its rights, duties and obligations hereunder the Debenture Trustee may, if acting in good faith, rely, as to the truth of the statements and accuracy of the opinions expressed therein, upon statutory declarations, opinions, directions, reports, letters or certificates furnished pursuant to any covenant, condition or requirement of this Indenture or required by the Debenture Trustee to be furnished to it in the exercise of its rights and duties hereunder, including without limitation in connection with any Beneficial Holders' Request, if the Debenture Trustee examines such statutory declarations, opinions, directions, reports, letters, certificates, or Beneficial Holders' Request and determines that they comply with Section 14.5, if applicable, and with any other applicable requirements of this Indenture. The Debenture Trustee may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. Without restricting the foregoing, the Debenture Trustee may rely on an opinion of Counsel satisfactory to the Debenture Trustee notwithstanding that it is delivered by a solicitor or firm which acts as solicitors for the Issuer, any Debentureholder or any Beneficial Holder (or Person having full investment and management control in respect of the beneficial interests held by such Beneficial Holders in a Global Debenture)."

(m) Section 14.15(1) of the Senior Secured Trust Indenture is hereby amended by adding the following new sentence at the end thereof:

"The Issuer's obligations under this Section 14.15(1) will survive the termination and discharge of this Indenture and the resignation or removal of the Debenture Trustee."

(n) Section 14.15(2) of the Senior Secured Trust Indenture is hereby amended by inserting the words "affiliates and their respective" immediately after the words "Debenture Trustee and its" in the first line thereof.

(o) Article 14 of the Senior Secured Trust Indenture is hereby amended by inserting the following new Section 14.23 and new Section 14.24 and at the end thereof:

"**14.23 Not a SEC Issuer.**

The Issuer is not filing with the U.S. Securities and Exchange Commission ("**SEC**") as a Foreign Private Issuer (as such term is defined in the Securities Exchange Act of 1934) and covenants that, in the event that it shall begin to file as a Foreign Private Issuer, the Issuer shall promptly deliver to the Debenture Trustee an Officer's Certificate (substantially in a form provided by the Debenture Trustee) certifying such "reporting issuer" status and such other information as the Debenture Trustee may require at such given time including, but not limited to, the Central Index Key that has been assigned for filing purposes. The Issuer understands that the Debenture Trustee is relying upon the foregoing representation, warranty and covenant in order to meet certain SEC obligations with respect to those clients who are filing with the SEC.

14.24 Capacity and Limitation of Liability.

Computershare Trust Company of Canada has entered into this Indenture and any document delivered in connection herewith solely in its capacity as Debenture Trustee for and on behalf of the Debentureholders and not in its personal capacity. Whenever any reference is made in this Indenture or in any document delivered in connection herewith, to an act to be performed by the Debenture Trustee, such reference shall be construed and applied for all purposes as if it referred to an act to be performed by the Debenture Trustee for and on behalf of the

Debentureholders. Any and all of the representations, undertakings, covenants, indemnities, agreements and other obligations (in this Section, collectively "**obligations**") made on the part of the Debenture Trustee herein or therein are made and intended not as personal obligations of or by Computershare Trust Company of Canada or for the purpose or with the intention of binding Computershare Trust Company of Canada in its personal capacity, but are made and intended for the purpose of binding Computershare Trust Company of Canada only in its capacity as Debenture Trustee for the Debentureholders. No property or assets of Computershare Trust Company of Canada, whether owned beneficially by it in its personal capacity or otherwise, will be subject to levy, execution or other enforcement procedures with regard to any of the Debenture Trustee's obligations hereunder or thereunder. No recourse may be had or taken, directly or indirectly, against Computershare Trust Company of Canada in its personal capacity, or any incorporator, shareholder, officer, director, employee or agent of Computershare Trust Company of Canada or any predecessor or successor of Computershare Trust Company of Canada, in its personal capacity, by way of merger, amalgamation or other fundamental change, with regard to the Debenture Trustee's obligations hereunder."

ARTICLE 2
TRUSTEE RESIGNATION AND TRANSITION

2.1 Resignation of Existing Debenture Trustee

The Existing Debenture Trustee hereby resigns as trustee under, and is hereby discharged as trustee from all further duties, responsibilities, liabilities and obligations under, and the trusts of, the Senior Secured Trust Indenture effective as of the Transfer Date, including any paying agent or registrar duties. The Corporation hereby accepts such resignation effective as of the Transfer Date and waives any required period of notice that may be set forth in the Senior Secured Trust Indenture. For greater certainty, however, nothing in this Fifth Supplemental Senior Secured Trust Indenture shall in any way release the Existing Debenture Trustee from or affect its liabilities, duties or obligations under the Senior Secured Trust Indenture, or any document delivered in connection therewith, arising prior to the Transfer Date.

2.2 Appointment of New Debenture Trustee

The Corporation hereby appoints the New Debenture Trustee as successor trustee under the Senior Secured Trust Indenture in the place and stead of the Existing Debenture Trustee and with like effect as if originally named as trustee under the Senior Secured Trust Indenture, effective as of the Transfer Date, and the New Debenture Trustee hereby accepts such appointment effective as of the Transfer Date. The Corporation hereby agrees that the Existing Debenture Trustee shall not be responsible for any liabilities that may arise pursuant to the New Debenture Trustee's administration of the trusteeship after the Transfer Date.

2.3 Transfer and Assignment

The Existing Debenture Trustee hereby transfers and assigns to the New Debenture Trustee, upon the trusts expressed in the Senior Secured Trust Indenture, all of the mortgaged premises, mortgages, charges, security interests, rights, powers and trusts of the Existing Debenture Trustee under or pursuant to the Senior Secured Trust Indenture and the other Indenture Documents, effective as of the Transfer Date. The Corporation, the Existing Debenture Trustee and the New Debenture Trustee acknowledge and agree that, effective as of the Transfer Date, the Existing Debenture Trustee will immediately vacate the office of the debenture trustee and that all of the estates, properties, rights, powers, duties, responsibilities and trusts arising or existing under or pursuant to the Senior Secured Trust Indenture and the other Indenture Documents will immediately vest in the New Debenture Trustee, as successor debenture trustee, as if it had been originally named therein as "Debenture Trustee", "Senior Debenture Trustee", "Trustee" or "Senior Secured Indenture Trustee", as the case may be. Effective as of the Transfer Date, the Existing Debenture Trustee hereby authorizes the Corporation and any designee of the Corporation, including for certainty Norton Rose Fulbright Canada LLP, to file such PPSA (as defined in the Security Agreement) financing change statements and such other documents, deeds or instruments that may be required in respect of the Collateral, including for certainty the Mortgaged Property, to reflect the New Debenture Trustee as the new trustee under the Senior Secured Trust Indenture.

2.4 New Trustee Qualifications

The New Debenture Trustee hereby represents that it meets all of the qualifications required for a new trustee under the Senior Secured Trust Indenture.

2.5 Records, Documents, and other Property

The Existing Debenture Trustee agrees to transfer and deliver to the New Debenture Trustee, and the New Debenture Trustee agrees to accept, any and all records, documents, monies and other property that may be held by the Existing Debenture Trustee pursuant to or in connection with the Senior Secured Trust Indenture and the other Indenture Documents, as amended by the Supplemental Indentures and this Fifth Supplemental Senior Secured Indenture. Such transfers, deliveries and acceptances shall be made as soon as practicable upon, after, or in anticipation of, the Transfer Date as may be agreed between such parties.

2.6 Effectiveness of Resignation and Transition

Notwithstanding any of the foregoing, the resignation, discharge, appointment, transfers, assignments and other agreements provided for herein will not be effective unless the Fifth Supplemental Senior Secured Indenture has been executed by all of the parties hereto and unless all preconditions to such resignation, discharge, appointment, transfers, assignments and other agreements as may be set forth in the Senior Secured Trust Indenture have been fulfilled.

2.7 Form of Debenture

The form of any debenture to be certified by the trustee from and after the Transfer Date shall be amended, stamped or legended to identify the New Debenture Trustee as the successor debenture trustee, if applicable, but the validity of any debenture certified prior to the Transfer Date shall not be affected by the appointment of the New Debenture Trustee as successor debenture trustee.

2.8 Acceptance of Trusts

The New Debenture Trustee as successor trustee hereby accepts the trusts in the Senior Secured Trust Indenture as amended by this Fifth Supplemental Senior Secured Indenture declared and provided and agrees to perform the same upon the terms and conditions therein set forth and to hold all rights, privileges and benefits conferred thereby and by law in trust for the various Persons who shall from time to time be Debentureholders, subject to all the terms and conditions therein set forth.

ARTICLE 3
GENERAL PROVISIONS

3.1 Confirmation of Senior Secured Trust Indenture

The Senior Secured Trust Indenture, as amended by this Fifth Supplemental Senior Secured Indenture and each other Indenture Document, as amended by the Supplemental Indentures and this Fifth Supplemental Senior Secured Indenture, shall in each case, as applicable, be and continue in full force and effect and is in all respects hereby confirmed. The Senior Secured Debentures shall continue in full force and effect as originally issued pursuant to the Senior Secured Trust Indenture, except as amended by the Supplemental Indentures and hereunder, and are in all respects hereby confirmed.

On and after the date hereof, in any of the Indenture Documents (other than this Fifth Supplemental Senior Secured Indenture), a reference to (A) the Senior Secured Trust Indenture, "this Indenture", the "Indenture" or any similar reference shall be construed as a reference to the Senior Secured Trust Indenture as amended and supplemented by the Supplemental Indentures and this Fifth Supplemental Senior Secured Indenture; (B) the Senior Secured Debentures or "the Debentures" shall be construed as a reference to the Senior Secured Debentures as amended and supplemented by the Supplemental Indentures and this Fifth Supplemental Senior Secured Indenture, (C) any Indenture Document howsoever described shall be construed as a reference to such Indenture Document as amended by the Supplemental Indentures and this Fifth Supplemental Senior Secured Indenture, and (D) the "Debenture Trustee" or any similar reference shall be construed as a reference to the New Debenture Trustee.

3.2 Governing Law

This Fifth Supplemental Senior Secured Indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

3.3 Further Assurances

Each party hereto shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Fifth Supplemental Senior Secured Indenture, and such party shall execute and deliver such further agreements, documents, acknowledgements or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Fifth Supplemental Senior Secured Indenture and carry out its provisions.

3.4 Acceptance of Trust

The New Debenture Trustee hereby accepts the trusts in this Fifth Supplemental Senior Secured Indenture declared and provided for and agrees to perform the same upon the terms and conditions herein set forth.

3.5 Effective Date, etc.

This Fifth Supplemental Senior Secured Indenture shall be effective as of June 2, 2020 (the "**Effective Date**"), regardless of the actual date of execution hereof and the amendments specified in Section 1.3 shall be effective as of the Effective Date upon receipt by the New Debenture Trustee of the following:

(a) duly executed and delivered Fifth Supplemental Senior Secured Indenture; and

(b) all reasonable out-of-pocket fees and expenses (including without limitation, reasonable legal fees and expenses) of the Existing Debenture Trustee and New Debenture Trustee in connection with the execution of this Fifth Supplemental Senior Secured Indenture, and the preparation, review, negotiation, execution and delivery of this Fifth Supplemental Senior Secured Indenture and all documents or instruments required to effect the purpose of this Fifth Supplemental Senior Secured Indenture.

3.6 Acknowledgment of New Debenture Trustee

(a) The New Debenture Trustee hereby acknowledges and confirms that it accepts all rights, duties, responsibilities and obligations prescribed or conferred by the terms of the Senior Secured Trust Indenture as amended by this Fifth Supplemental Senior Secured Indenture on it as trustee. In the exercise of such rights, duties, responsibilities and obligations, the New Debenture Trustee shall act honestly and in good faith and exercise that degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances.

(b) The New Debenture Trustee represents to the Issuer that at the date of execution and delivery by it of this Fifth Supplemental Senior Secured Indenture there exists no material conflict of interest in the role of the New Debenture Trustee as a fiduciary under the Senior Secured Trust Indenture, as amended by this Fifth Supplemental Senior Secured Indenture but if, notwithstanding the provisions of this Section 3.6(b), such a material conflict of interest exists, or hereafter arises, the validity and enforceability of Senior Secured Trust Indenture, as amended by this Fifth Supplemental Senior Secured Indenture, and the Senior Secured Debentures, as amended by the Supplemental Indentures and this Fifth Supplemental Senior Secured Indenture, shall not be affected in any manner whatsoever by reason only that such material conflict of interest exists or arises but the New Debenture Trustee shall, within 30 days after ascertaining that it has a material conflict of interest, either eliminate such material conflict of interest or resign in the manner and with the effect specified in Section 14.2 of the Senior Secured Trust Indenture.

3.7 Expenses

The Corporation agrees to reimburse Canso Investment Counsel Ltd. ("**Canso**") and its affiliates promptly upon receipt of invoices for all reasonable out-of-pocket fees and expenses (including, without limitation, reasonable legal fees and expenses) of Canso and its affiliates and all reasonable printing, reproduction, document delivery and communication costs incurred in connection with the execution of this Fifth Supplemental Senior Secured Indenture, and the preparation, review, negotiation, execution and delivery of this Fifth Supplemental Senior Secured Indenture and all documents or instruments required to effect the purpose of this Fifth Supplemental Senior Secured Indenture.

3.8 Counterparts

This Fifth Supplemental Senior Secured Indenture may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Fifth Supplemental Senior Secured Indenture on this 2nd day of June, 2020.

CLEARSTREAM ENERGY SERVICES INC.

Per: (signed) *David Randall Watt*
Name: David Randall Watt
Title: Authorized Signatory

BNY TRUST COMPANY OF CANADA, in its capacity as Existing Debenture Trustee

Per: (signed) *Sameer Khan*
Name: Sameer Khan
Title:

COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as New Debenture Trustee

Per: (signed) *Neil Scott*
Name: Neil Scott
Title: Corporate Trust Officer

Per: (signed) *Robert Morrison*
Name: Robert Morrison
Title: Corporate Trust Officer