SECOND AMENDMENT TO CREDIT AGREEMENT

October 5, 2022

THIS AMENDMENT TO CREDIT AGREEMENT (this "**Amendment**") is made by and among:

> **THE TORONTO-DOMINION BANK** (the "**Lender**"), with offices at TD Tower, 66 Wellington Street West, 12th Floor, Toronto, Ontario M5K 1A2
>
> and
>
> **CLEARSTREAM ENERGY SERVICES INC.** (the "**Borrower**"), an Alberta corporation with its principal executive offices at 3500, 205 – 5th Avenue S.W., Calgary, Alberta, T2P 2V7

Background:

WHEREAS the Lender and the Borrower, among others, are parties to a certain loan arrangement evidenced by, among other documents, instruments, and agreements, the Credit Agreement dated April 14, 2022, as amended by an Amendment To Credit Agreement dated June 23, 2022 (as so amended and as further amended, supplemented, restated or otherwise modified from time to time, collectively, the "**Credit Agreement**");

AND WHEREAS the Borrower and the Lender wish to amend certain terms and conditions contained in the Credit Agreement.

NOW WITNESS THAT, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the Borrower and the Lender, as follows:

ARTICLE 1
AMENDMENTS TO CREDIT AGREEMENT

1.1 Amendment to Credit Agreement.

Effective as of the date hereof, the Credit Agreement is hereby amended as follows:

(a) the definition of "Commitment" in Section 1(a) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"Commitment" shall mean Fifty Million Canadian Dollars (Cdn. $50,000,000) or as otherwise increased or reduced from time to time pursuant to the terms hereunder.";

(b) the definition of "Eligible Inventory" in Section 1(a) of the Credit Agreement is hereby deleted in its entirety;

(c) the definition of "Net Orderly Liquidation Value" in Section 1(a) of the Credit Agreement is hereby deleted in its entirety;

(d) Section 2(b)(i)(D) of the Credit Agreement is hereby deleted in its entirety and replaced with "[intentionally deleted]; minus";

(e) Section 2(e) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"(e) Letters of Credit.

Subject to the terms and conditions of this Agreement and the Loan Documents, the Lender shall, absent the existence of a Default, from time to time issue or cause the issuance of, upon Borrower's request, Letters of Credit in Canadian Dollars; provided, that the aggregate amount of all outstanding L/C Liabilities shall at no time exceed Ten Million Canadian Dollars (Cdn. $10,000,000), and provided, further that such Letters of Credit shall be in form and substance acceptable to the Lender in its discretion, and shall not have an expiry date more than three hundred sixty five (365) days from the date of issuance or beyond the date which is thirty (30) days prior to the Maturity Date. The Borrower's reimbursement obligation in respect of the Letters of Credit shall automatically reduce, in accordance with subsection 2(b), the amount which Borrower may borrow based upon the Commitment. Any unreimbursed payment made by the Lender to any Person on account of any Letter of Credit shall constitute a Loan hereunder, in the case of any unreimbursed payments in Canadian Dollars as a Prime Rate Loan (until any Conversion thereof permitted pursuant to the provisions hereof).";

(f) Section 8(b) of the Credit Agreement is hereby amended by deleting the reference to "and Eligible Inventory" therein;

(g) Section 8(c) of the Credit Agreement is hereby deleted in its entirety and replaced with "(c) [Intentionally deleted]";

(h) Section 10(r) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"(r) Accounts.

Each Account which the Borrower shall, expressly or by implication, request the Lender to classify as an Eligible Account shall, as of the time when such request is made, conform in all material respects to the requirements of such classification as set forth in the definition of Eligible Account and as otherwise established by the Lender from time to time, and the Borrower shall promptly notify the Lender in writing within five (5) days of the Borrower becoming aware if any such Eligible Account shall subsequently become ineligible.";

(i) Section 11(c)(iii) of the Credit Agreement is hereby deleted in its entirety;

(j) Section 12(a)(xiii) of the Credit Agreement is hereby amended by deleting the reference to "all Collateral Access Agreements where any margined Eligible Inventory is located and" therein;

(k) Section 14(a) of the Credit Agreement is hereby amended by deleting the reference to "and Eligible Inventory" therein; and

(l) Exhibit 8(b) (Form of Borrowing Base Certificate) to the Credit Agreement is hereby deleted in its entirety and replaced with Exhibit A hereto.

1.2 Conditions Precedent:

(a) The amendments contained herein are subject to:

(i) receipt by the Lender of a duly executed copy of this Amendment;

(ii) receipt by the Lender of an acknowledgment and confirmation of security duly executed by the Guarantors in favour of the Lender, in form and substance acceptable to the Lender, acting reasonably;

(iii) receipt by the Lender of officer's certificates duly executed by a senior official of each Loan Party in respect of certain corporate matters;

(iv) receipt by the Lender of an opinion from counsel to the Loan Parties;

(v) receipt by the Lender of certificates of status (or the equivalent thereof) in respect of each Loan Party in the jurisdiction of formation of such Loan Party; and

(vi) an amendment fee in the amount of $**[amount redacted]**, which fee shall be fully earned and payable upon the execution by the Borrower of this Amendment.

ARTICLE 2
MISCELLANEOUS

2.1 Ratification of Loan Documents. No Claims against the Lender:

(a) Except as provided herein, all terms and conditions of the Loan Documents remain in full force and effect. Each of the Loan Parties hereby ratifies, confirms, and re-affirms all terms and provisions of the Loan Documents.

(b) Each of Loan Parties represents and warrants to the Lender that as of the date of this Amendment, no Event of Default exists, or solely with the passage of time or notice, would exist under the Loan Documents.

(c) Each of Loan Parties acknowledges and agrees that there is no basis nor set of facts on which any amount (or any portion thereof) owed by the Borrower under the Loan Documents that could be reduced, offset, waived, or forgiven, by rescission or otherwise; nor is there any claim, counterclaim, offset, or defense (or other right, remedy, or basis having a similar effect) available to the Loan Parties with regard thereto; nor is there any basis on which the terms and conditions of any of the Liabilities could be claimed to be other than as stated on the written instruments which evidence such Liabilities.

2.2 Miscellaneous:

(a) Capitalized terms used in this Amendment which are defined in the Credit Agreement are used as so defined.

(b) This Amendment may be executed in counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one agreement. This Amendment may be delivered by “pdf” or other forms of electronic transmission acceptable to the Lender.

(c) This Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

(d) The Loan Parties shall execute and deliver to the Lender whatever additional documents, instruments, and agreements that the Lender may require in order to give effect to, and implement the terms and conditions of this Amendment.

(e) Any determination that any provision of this Amendment or any application hereof is invalid, illegal, or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality, or enforceability of any other provisions of this Amendment.

(f) The Borrower shall pay on demand all costs and expenses of the Lender, including, without limitation, attorneys' fees incurred by the Lender in connection with the preparation, negotiation, execution, and delivery of this Amendment and all documents, instruments, and agreements incidental hereto. The Lender is hereby authorized by the Borrower to make an advance under the Loans to pay all such costs, expenses, and attorneys' fees and expenses. The Lender agrees to provide the Borrower with supporting invoices and accounts for all such costs, expenses and attorneys' fee and expenses.

(g) In connection with the interpretation of this Amendment and all other documents, instruments, and agreements incidental hereto:

(i) All rights and obligations hereunder and thereunder, including matters of construction, validity, and performance, shall be governed by and construed in accordance with the law of the Province of Alberta.

(ii) The captions of this Amendment are for convenience purposes only, and shall not be used in construing the intent of the Lender and the Borrower under this Amendment.

(iii) In the event of any inconsistency between the provisions of this Amendment and any of the Loan Documents or other entered into by and between the Lender and the Loan Parties, the provisions of this Amendment shall govern and control.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

THE TORONTO-DOMINION BANK

By: (signed) "*Sean Noonan*"
Name: Sean Noonan
Title: Senior Manager Commercial Credit

By: (signed) "*Scott Cuddy*"
Name: Scott Cuddy
Title: Director, TD Asset Based Lending

CLEARSTREAM ENERGY SERVICES INC.

By: (signed) "*D. Randall Watt*"
Name: D. Randall Watt
Title: Chief Financial Officer

GUARANTORS' ACKNOWLEDGEMENT

The undersigned Guarantors hereby acknowledge and agree to the terms set out above as of the date first written above.

FLINT GP INC., in its own capacity, and in its capacity as general partner of **CLEARSTREAM ENERGY SERVICES LIMITED PARTNERSHIP**

By: (signed) "*D. Randall Watt*"
Name: D. Randall Watt
Title: Chief Financial Officer

CLEARSTREAM WEAR TECHNOLOGIES GP INC., in its own capacity, and in its capacity as general partner of **CLEARSTREAM WEAR TECHNOLOGIES LP**

By: (signed) "*D. Randall Watt*"
Name: D. Randall Watt
Title: Chief Financial Officer

CLEARSTREAM ENERGY EQUIPMENT LTD., in its own capacity, and in its capacity as general partner of **CLEARSTREAM EQUIPMENT LP**

By: (signed) "*Neil Wotton*"
Name: Neil Wotton
Title: President

CLEARSTREAM ENERGY EQUIPMENT LTD., in its capacity as general partner of **CLEARSTREAM REAL ESTATE LP**

By: (signed) "*Neil Wotton*"
Name: Neil Wotton
Title: President

CLEARWATER ENERGY SERVICES GP INC., in its own capacity, and its capacity as general partner of **CLEARWATER ENERGY SERVICES LP**

By: (signed) "*Neil Wotton*"
Name: Neil Wotton
Title: President

EXHIBIT A

EXHIBIT 8(B)

FORM OF BORROWING BASE CERTIFICATE

See attached.

EXHIBIT F - BORROWING BASE CERTIFICATE

Combined in CAD

for the period ending: _

	CAD$			TOTAL in CAD$
as of	-			
Investment Grade A/R - CSES	0.00			
Less Ineligibles	0.00			
Eligible Investment Grade A/R	0.00			
Adv rate	90.0%			
Avail from Investment Grade A/R				0.00
Non Investment Grade A/R - CSES	0.00			
Less Ineligibles	0.00			
Eligible Non-Investment Grade A/R	0.00			
Adv rate	85.0%			
Avail from Non-Investment Grade A/R				0.00
Unbilled A/R - CSES	0.00			
Less Ineligibles	0.00			
Eligible Non-Investment Grade A/R	0.00			
Adv rate	75.0%			
Avail from Non-Investment Grade A/R				0.00
Investment Grade A/R - CSW	0.00			
Less Ineligibles	0.00			
Eligible Investment Grade A/R	0.00			
Adv rate	90.0%			
Avail from Investment Grade A/R				0.00
Non Investment Grade A/R - CSW	0.00			
Less Ineligibles	0.00			
Eligible Non-Investment Grade A/R	0.00			
Adv rate	85.0%			
Avail from Non-Investment Grade A/R				0.00
Investment Grade A/R - CWES	0.00			
Less Ineligibles	0.00			
Eligible Investment Grade A/R	0.00			
Adv rate	90.0%			
Avail from Investment Grade A/R				0.00
Non Investment Grade A/R - CWES	0.00			
Less Ineligibles	0.00			
Eligible Non-Investment Grade A/R	0.00			
Adv rate	85.0%			
Avail from Non-Investment Grade A/R				0.00
Investment Grade A/R - UWO	0.00			
Less Ineligibles	0.00			
Eligible Non-Investment Grade A/R	0.00			
Adv rate	90.0%			
Avail from Non-Investment Grade A/R				0.00
Non Investment Grade A/R - UWO	0.00			
Less Ineligibles	0.00			
Eligible Non-Investment Grade A/R	0.00			
Adv rate	85.0%			
Avail from Non-Investment Grade A/R				0.00
Total Collateral Base				**0.00**

F/X Rate	1.00000			
As of:	-			
Less: (specify as applicable)	**CAD $**	**US $**		
Rent Reserve	0.00	0.00		0.00
WEPPA Reserve	0.00	0.00		0.00
WEPPA / Priority Payables	0.00	0.00		0.00
Dilution Reserve	0.00	0.00		0.00
AP over 60 days	0.00	0.00		0.00
LC Reserve	0.00	0.00		0.00
Visa Reserve	0.00	0.00		0.00
Closing Costs	0.00	0.00		0.00
Total Outstanding and Reserves	0.00	0.00		0.00
Collateral Availability				0.00
Line Limit	50,000,000.00			50,000,000.00
Borrowing Base Limit				0.00
	CAD $	**US $**		
Less:Matercard	0.00	0.00		0.00
Less: Outstanding LC	0.00	0.00		0.00
Less: Account XXXXXXX	0.00	0.00		0.00
	0.00	0.00		0.00
Less: Documentary Letters of Credit	0.00	0.00		0.00
Less: Standby Letters of Credit	0.00	0.00		0.00
Excess Availability in CAD$				**0.00**
Closing Date Funding (in CAD)				0.00
Closing Date Excess Availability (CAD)				0.00

Reference is hereby made to that certain Credit Agreement dated as of xxx (as amended, supplemented, restated or extended from time to time (the "Credit Agreement") between **Client Name** as Borrowers and The Toronto-Dominion Bank. This certificate is delivered pursuant to subsection 2 (a) of the Credit Agreement. The undersigned certify that as of the close of business on the date set forth below, the Borrowing Base is computed as set forth above. The undersigned represent and warrant that this Borrowing Base Certificate is a true, correct and complete statement of, and that the information contained herein is true, correct and complete in all respects regarding the status of Eligible Accounts and that the amounts reflected herein are in compliance with the provisions of the Credit Agreement.

The undersigned further represent and warrant that there exists no Event of Default and all representations and warranties contained in the Credit Agreement and the other Loan Documents are true, correct and complete as of the date of the Borrowing Base Certificate, except for representations and warranties that relate solely to an earlier date. The undersigned understands that The Toronto-Dominion Bank will extend loans in reliance upon the information contained herein. In the event of a conflict between the above summary of eligibility criteria and the Credit Agreement, the Credit Agreement shall govern.

By:________________________________ By:________________________________ (signing authority) Dated:______________________________

Combined in CAD

EXHIBIT F - BORROWING BASE CERTIFICATE

CSES

for the period ending: ____

F/X Rate	1.00000	1.26495			
As of:					
Accounts Receivable - Investment Grade	CAD$	USD$			TOTAL in CAD$
Previous Collateral Balance	**0.00**	**0.00**			**0.00**
Add: Gross Sales	0.00	0.00			0.00
Less: Credits	0.00	0.00			0.00
Less: Gross A/R Collections	0.00	0.00			0.00
Less: Return Items					0.00
Less/(Add)A/R Adjustment	0.00	0.00			0.00
(a) New Collateral Balance	**0.00**	**0.00**			**0.00**
Less Ineligibles:					
Past Dues	0.00	0.00			0.00
Credits in Prior	0.00	0.00			0.00
Cross-Age: 25% Rule	0.00	0.00			0.00
Concentration Reserve	0.00	0.00			0.00
Deferred Revenue	0.00	0.00			0.00
Rebates	0.00	0.00			0.00
Contras	0.00	0.00			0.00
Contra (Accrued Liabilites)	0.00	0.00			0.00
Service Revenue	0.00	0.00			0.00
Holdbacks	0.00	0.00			0.00
Progress/Milestone Billing	0.00	0.00			0.00
Marketing Allowance	0.00	0.00			0.00
Discrepancy Noted in the AR Verification	0.00	0.00			0.00
Foreign A/R	0.00	0.00			0.00
Other	0.00	0.00			0.00
(b) Sub-Total Ineligible Accounts	**0.00**	**0.00**			**0.00**
Eligible Investment Grade Accounts receivable (a-b)	0.00	0.00			0.00
Advance Rate	90%	90%			90.0%
Available from Accounts Receivable	**0.00**	**0.00**			
Total Avail. from Investment Grade A/R in CAD$	**0.00**	**0.00**			**0.00**

F/X Rate	1.00000	1.26495			
As of:					
Accounts Receivable - Non Investment Grade	CAD$	USD$			TOTAL in CAD$
Previous Collateral Balance	**0.00**	**0.00**			**0.00**
Add: Gross Sales	-	0.00			0.00
Less: Credits	-	0.00			0.00
Less: Gross A/R Collections	-	0.00			0.00
Less: Return Items	-				0.00
Less/(Add)A/R Adjustment	0.00	0.00			0.00
New Collateral Balance	**0.00**	**0.00**			**0.00**
Less Ineligibles:					
Past Dues	0.00	0.00			0.00
Credits in Prior	0.00	0.00			0.00
Cross-Age: 25% Rule	0.00	0.00			0.00
Contras	0.00	0.00			0.00
Contra (Accrued Liabilities)	0.00	0.00			0.00
Holdbacks	0.00	0.00			0.00
Concentration Reserve	0.00	0.00			0.00
Unapplied Cash (Customer Deposits)	0.00	0.00			0.00
Progress/Milestone Billing	0.00	0.00			0.00
Related/Interco	0.00	0.00			0.00
Remaining Eligible Balance from CSES-Others (Bison Contracting)	0.00	0.00			0.00
Cash	0.00	0.00			0.00
Government of Accounts (Net of Other Inel)	0.00	0.00			0.00
Deferred Revnue	0.00	0.00			0.00
Other	0.00	0.00			0.00
(b) Sub-Total Ineligible Accounts	**0.00**	**0.00**			**0.00**
Eligible Accounts receivable (a-b)	0.00	0.00			0.00
Advance Rate	85%	85%			85.0%
Available from Accounts Receivable	**0.00**	**0.00**			
Total Avail. from non Investment Grade A/R in CAD$	**0.00**	**0.00**			**0.00**

F/X Rate	1.00000	1.00000			
As of:		0-Jan-00			
Accounts Receivable - Unbilled AR	CAD$	USD$			TOTAL in CAD$
Previous Collateral Balance	**0.00**	**0.00**			**0.00**
Add: Gross Sales	-	0.00			0.00
Less: Credits	-	0.00			0.00
Less: Gross A/R Collections	-	0.00			0.00
Less: Return Items	-				0.00
Less/(Add)A/R Adjustment - Addback of deposits related to Covid-19 orders	0.00	0.00			0.00
New Collateral Balance	**0.00**	**0.00**			**0.00**
0					
Past Dues	0.00	0.00			0.00
WIP AR-CWEAR and UWO only	0.00	0.00			0.00
Related / Intercompany	0.00	0.00			0.00
Lump Sum Billing	0.00	0.00			0.00
Progress Billing	0.00	0.00			0.00
Accruals	0.00	0.00			0.00
Government A/R	0.00	0.00			0.00
Foreign A/R	0.00	0.00			0.00
Other	0.00	0.00			0.00
(b) Sub-Total Ineligible Accounts	**0.00**	**0.00**			**0.00**
Eligible Accounts receivable (a-b)	0.00	0.00			0.00
Advance Rate	75%	75%			75.0%
Available from Accounts Receivable	**0.00**	**0.00**			**0.00**
Capped	**5,000,000.00**				5,000,000.00
Total Avail. from non Investment Grade A/R in CAD$	**0.00**	**0.00**			**0.00**
(i) Total Avail. from A/R in CAD$	**0.00**	**0.00**			**0.00**
Specified Concentration Limits					
customer name & %					

Total Availability CSES A/R+ Unbilled CAD$				**(i) + (ii)**	**0.00**

EXHIBIT F - BORROWING BASE CERTIFICATE
CSW

for the period ending: _

F/X Rate	1.00000	1.26495			
As of:					
Accounts Receivable - Investment Grade	CAD$	USD$			TOTAL in CAD$
Previous Collateral Balance	**0.00**	**0.00**			**0.00**
Add: Gross Sales	0.00	0.00			0.00
Less: Credits	0.00	0.00			0.00
Less: Gross A/R Collections	0.00	0.00			0.00
Less: Return Items					0.00
Less/(Add)A/R Adjustment	0.00	0.00			0.00
(a) New Collateral Balance	**0.00**	**0.00**			**0.00**
Less Ineligibles:					
Past Dues	0.00	0.00			0.00
Claims	0.00	0.00			0.00
Cross-Age: 25% Rule	0.00	0.00			0.00
Credits in Prior	0.00	0.00			0.00
Concentration Reserve	0.00	0.00			0.00
Related / Intercompany	0.00	0.00			0.00
Unapplied Cash (Customer Deposits)		0.00			0.00
Deferred Revenue	0.00	0.00			0.00
Contras	0.00	0.00			0.00
Customers on Hold	0.00	0.00			0.00
Customer Deposits	0.00	0.00			0.00
Misc. Accounts	0.00	0.00			0.00
Government A/R	0.00	0.00			0.00
Foreign A/R	0.00	0.00			0.00
Other/Temp ineligibles	0.00	0.00			0.00
(b) Sub-Total Ineligible Accounts	**0.00**	**0.00**			**0.00**
Eligible Investment Grade Accounts receivable (a-b)	0.00	0.00			0.00
Advance Rate	90%	90%			90.0%
Available from Accounts Receivable	**0.00**	**0.00**			
Total Avail. from Investment Grade A/R in CAD$	**0.00**	**0.00**			**0.00**

F/X Rate	1.00000	1.26495			
As of:					
Accounts Receivable - Non Investment Grade	CAD$	USD$			TOTAL in CAD$
Previous Collateral Balance	**0.00**	**0.00**			**0.00**
Add: Gross Sales	0.00	0.00			0.00
Less: Credits	0.00	0.00			0.00
Less: Gross A/R Collections	0.00	0.00			0.00
Less: Return Items	0.00	0.00			0.00
Less/(Add)A/R Adjustment - variance between prior month ending and current month opening	0.00	0.00			0.00
New Collateral Balance	**0.00**	**0.00**			**0.00**
Less Ineligibles:					
Past Dues	0.00	0.00			0.00
Claims	0.00	0.00			0.00
Cross-Age: 25% Rule	0.00	0.00			0.00
Credits in Prior	0.00	0.00			0.00
Concentration Reserve	0.00	0.00			0.00
Related / Intercompany	0.00	0.00			0.00
Unapplied Cash (Customer Deposits)	0.00	0.00			0.00
Accrued Volume Rebates	0.00	0.00			0.00
Contras	0.00	0.00			0.00
Customers on Hold	0.00	0.00			0.00
Customer Deposits	0.00	0.00			0.00
Misc. Accounts	0.00	0.00			0.00
Government A/R	0.00	0.00			0.00
Foreign A/R	0.00	0.00			0.00
Other	0.00	0.00			0.00
(b) Sub-Total Ineligible Accounts	**0.00**	**0.00**			**0.00**
Eligible Accounts receivable (a-b)	0.00	0.00			0.00
Advance Rate	85%	85%			85.0%
Available from Accounts Receivable	**0.00**	**0.00**			
Total Avail. from non Investment Grade A/R in CAD$	**0.00**	**0.00**			**0.00**
(i) Total Avail. from A/R in CAD$	**0.00**	**0.00**			**0.00**
Specified Concentration Limits					
customer name & %					
Total Availability CSW A/R CAD$			**(i)**		**0.00**

EXHIBIT F - BORROWING BASE CERTIFICATE
STC

for the period ending: -

F/X Rate	1.00000	1.26495			
As of:					
Accounts Receivable - Investment Grade	CAD$	USD$			TOTAL in CAD$
Previous Collateral Balance	**0.00**	**0.00**			**0.00**
Add: Gross Sales	0.00	0.00			0.00
Less: Credits	0.00	0.00			0.00
Less: Gross A/R Collections	0.00	0.00			0.00
Less: Return Items					0.00
Less/(Add)A/R Adjustment	0.00	0.00			0.00
(a) New Collateral Balance	**0.00**	**0.00**			**0.00**
Less Ineligibles:					
Past Dues	0.00	0.00			0.00
Credits in Prior	0.00	0.00			0.00
Cross-Age: 25% Rule	0.00	0.00			0.00
Concentration Reserve	0.00	0.00			0.00
Contras	0.00	0.00			0.00
Deferred Revenue	0.00	0.00			0.00
Claims	0.00	0.00			0.00
Related / Intercompany	0.00	0.00			0.00
Unapplied Cash (Customer Deposits)	0.00	0.00			0.00
Accruals for Customers	0.00	0.00			0.00
Customer Deposits	0.00	0.00			0.00
Misc. Accounts	0.00	0.00			0.00
Chargebacks	0.00	0.00			0.00
Foreign A/R	0.00	0.00			0.00
Other	0.00	0.00			0.00
(b) Sub-Total Ineligible Accounts	**0.00**	**0.00**			**0.00**
Eligible Investment Grade Accounts receivable (a-b)	0.00	0.00			0.00
Advance Rate	95%	90%			90.0%
Available from Accounts Receivable	**0.00**	**0.00**			
Total Avail. from Investment Grade A/R in CAD$	**0.00**	**0.00**			**0.00**

F/X Rate	1.00000	1.26495			
As of:					
Accounts Receivable - Non Investment Grade	CAD$	USD$			TOTAL in CAD$
Previous Collateral Balance	**0.00**	**-**			**0.00**
Add: Gross Sales	0.00	-			0.00
Less: Credits	0.00	-			0.00
Less: Gross A/R Collections	0.00	-			0.00
Less: Return Items		-			0.00
Less/(Add)A/R Adjustment - variance between prior month ending and current month opening	0.00	-			0.00
New Collateral Balance	**0.00**	**-**			**0.00**
Less Ineligibles:					
Past Dues	0.00	0.00			0.00
Claims	0.00	0.00			0.00
Cross-Age: 25% Rule	0.00	0.00			0.00
Credits in Prior	0.00	0.00			0.00
Concentration Reserve	0.00	0.00			0.00
Related / Intercompany	0.00	0.00			0.00
Unapplied Cash (Customer Deposits)	0.00	0.00			0.00
Accruals for Customers	0.00	0.00			0.00
Contras	0.00	0.00			0.00
Customers on Hold	0.00	0.00			0.00
Customer Deposits	0.00	0.00			0.00
Misc. Accounts	0.00	0.00			0.00
Government A/R	0.00	0.00			0.00
Foreign A/R	0.00	0.00			0.00
Other	0.00	0.00			0.00
(b) Sub-Total Ineligible Accounts	**0.00**	**0.00**			**0.00**
Eligible Accounts receivable (a-b)	0.00	0.00			0.00
Advance Rate	85%	85%			85.0%
Available from Accounts Receivable	**0.00**	**0.00**			
Total Avail. from non Investment Grade A/R in CAD$	**0.00**	**0.00**			**0.00**
(i) Total Avail. from A/R in CAD$	**0.00**	**0.00**			**0.00**
Specified Concentration Limits					
customer name & %					
Total Availability CWES A/R CAD$					**0.00**

EXHIBIT F - BORROWING BASE CERTIFICATE

UWO

for the period ending: _

	CAD$	USD$			TOTAL in CAD$
F/X Rate	1.00000	1.26495			
As of:					
Accounts Receivable - Investment Grade					
Previous Collateral Balance	**0.00**	**0.00**			**0.00**
Add: Gross Sales	0.00	0.00			0.00
Less: Credits	0.00	0.00			0.00
Less: Gross A/R Collections	0.00	0.00			0.00
Less: Return Items					0.00
Less/(Add)A/R Adjustment	0.00	0.00			0.00
(a) New Collateral Balance	**0.00**	**0.00**			**0.00**
Less Ineligibles:					
Past Dues	0.00	0.00			0.00
Credits in Prior	0.00	0.00			0.00
Cross-Age: 25% Rule	0.00	0.00			0.00
Concentration Reserve	0.00	0.00			0.00
Deferred Revenue	0.00	0.00			0.00
Rebates	0.00	0.00			0.00
Contras	0.00	0.00			0.00
Concentration 15% Reserve	0.00	0.00			0.00
Service Revenue	0.00	0.00			0.00
Chargebacks	0.00	0.00			0.00
Claims	0.00	0.00			0.00
Marketing Allowance	0.00	0.00			0.00
Government A/R	0.00	0.00			0.00
Foreign A/R	0.00	0.00			0.00
Dilution	0.00	0.00			0.00
(b) Sub-Total Ineligible Accounts	**0.00**	**0.00**			**0.00**
Eligible Investment Grade Accounts receivable (a-b)	0.00	0.00			0.00
Advance Rate	90%	90%			90.0%
Available from Accounts Receivable	**0.00**	**0.00**			
Total Avail. from Investment Grade A/R in CAD$	**0.00**	**0.00**			**0.00**

	CAD$	USD$			TOTAL in CAD$
F/X Rate	1.00000	1.26495			
As of:					
Accounts Receivable - Non Investment Grade (all treated as)					
Previous Collateral Balance	**0.00**	**0.00**			**0.00**
Add: Gross Sales	-	0.00			0.00
Less: Credits	-	0.00			0.00
Less: Gross A/R Collections	-	0.00			0.00
Less: Return Items	-	0.00			0.00
Less/(Add)A/R Adjustment - Addback of deposits related to Covid-19 orders	0.00	0.00			0.00
New Collateral Balance	**0.00**	**0.00**			**0.00**
Less Ineligibles:					
Past Dues	0.00	0.00			0.00
Credits in Prior	0.00	0.00			0.00
Cross-Age: 25% Rule	0.00	0.00			0.00
Contras	0.00	0.00			0.00
Concentration Reserve	0.00	0.00			0.00
Related / Intercompany	0.00	0.00			0.00
Claims	0.00	0.00			0.00
Unapplied Cash (Customer Deposits)	0.00	0.00			0.00
Marketing Allowances	0.00	0.00			0.00
Chargebacks	0.00	0.00			0.00
Customer on Hold	0.00	0.00			0.00
Cash	0.00	0.00			0.00
Government A/R	0.00	0.00			0.00
Foreign A/R	0.00	0.00			0.00
Dilution	0.00	0.00			0.00
(b) Sub-Total Ineligible Accounts	**0.00**	**0.00**			**0.00**
Eligible Accounts receivable (a-b)	0.00	0.00			0.00
Advance Rate	85%	85%			85.0%
Available from Accounts Receivable	**0.00**	**0.00**			
Total Avail. from non Investment Grade A/R in CAD$	**0.00**	**0.00**			**0.00**
(i) Total Avail. from A/R in CAD$	**0.00**	**0.00**			**0.00**
Total Availability UWO AR CAD$					**0.00**