

THIS SUPPORT AGREEMENT is made this 6th day of January, 2012.

BETWEEN:

SEAWAY ENERGY SERVICES INC., a corporation incorporated pursuant to the provisions of the *Business Corporations Act* (Alberta) (hereinafter referred to as the “**Corporation**”)

- **AND** -

JERRY J. BUDZIAK, an individual residing in the City of Calgary in the Province of Alberta (hereinafter referred to as “**Budziak**”)

- **AND** -

DAVID BURROUGHS, an individual residing in the City of Edmonton in the Province of Alberta (hereinafter referred to as “**Burroughs**”)

- **AND** -

ELIAS FOSCOLOS, an individual residing in the City of Calgary in the Province of Alberta (hereinafter referred to as “**Foscolos**”)

(each of the Corporation and Budziak, Burroughs and Foscolos are referred to as a “**Party**” and collectively, the “**Parties**”)

RECITALS:

- A. Defined terms in these recitals have the meaning ascribed to them in the body of this Agreement.
- B. The Corporation wishes to proceed with the Going Private Transaction, which transaction is intended to be carried out by way of the Redemption;
- C. In order to proceed with the Redemption the Corporation requires the approval of its Shareholders (including the approval of its Minority Shareholders) to the Amendment Resolution.
- D. The Corporation has agreed, pursuant to this Agreement, to call the Meeting in order for Shareholders to consider and, if deemed advisable, approve the Amendment Resolution.
- E. It is intended that as soon as practicable following the Effective Time, the Redemption will proceed and immediately following the Redemption the Interested Shareholders will be the only remaining Shareholders.

F. The Parties desire to enter into this Agreement in order to establish, among other things, the terms upon which Budziak, Burroughs and Foscolos will support the Amendment, the Redemption and the Going Private Transaction.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. INTERPRETATION

In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following defined terms shall have the meanings hereinafter set forth:

“**ABCA**” means the *Business Corporations Act* (Alberta);

“**affiliate**” has the meaning ascribed to that term in the *Securities Act* (Alberta);

“**Agreement**” means this support agreement, and the expressions “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**”, “**hereby**” and similar expressions refer to this support agreement;

“**Amendment**” has the meaning ascribed thereto in Section 2.1(a);

“**Amendment Resolution**” has the meaning ascribed thereto in Section 2.1(b);

“**Articles of Amalgamation**” means the articles of amalgamation of the Corporation filed on September 30, 2008, including any amendments thereto;

“**associate**” has the meaning ascribed to that term in the *Securities Act* (Alberta);

“**Board**” means the board of directors of the Corporation;

“**Business Day**” means any day on which commercial banks are generally open for business in Calgary, Alberta, other than a Saturday, Sunday or a day observed as a holiday in Calgary, Alberta under applicable laws;

“**Circular**” means the management information circular of the Corporation to be prepared and delivered to Shareholders in connection with the Meeting and all amendments or supplements thereto, if any, together with any other required documents;

“**Completion Date**” means the date on which the Redemption Funds have been forwarded to the Depository and the Depository has been instructed or caused by the Corporation, in accordance with Sections 2.2(a)(iii) and 3.1.2(l), to deliver the Consideration to the Minority Shareholders;

“**Consideration**” means \$0.040 per Share, to be paid by the Corporation to the Minority Shareholders (other than a Dissenting Shareholder) pursuant to the Redemption;

“**Corporation**” means Seaway Energy Services Inc.;

“**Depository**” means Equity Financial Trust Company or such other person to act as depository for the Shares that the Parties may agree in writing;

“**Depository Agreement**” has the meaning ascribed thereto in Section 3.1.2(e);

“**Dissent Rights**” means the rights of dissent in respect of the Amendment set out in Section 191 of the ABCA;

“**Dissenting Shareholder**” means a registered Shareholder who has validly exercised his, her or its dissent rights in respect of the Amendment, under and strictly in accordance with the provisions of Section 191 of the ABCA;

“**Effective Date**” means, with respect to both the Amendment and the Redemption, the date that the Amendment is approved by the Shareholders and the Minority Shareholders;

“**Effective Time**” means, with respect to both the Amendment and the Redemption the time on the Effective Date when the Amendment is approved by the Shareholders and the Minority Shareholders;

“**Going Private Transaction**” means the going private transaction contemplated by this Agreement which includes the Amendment and the Redemption, and after the Completion Date, the applications to delist the Shares on the TSX Venture Exchange and to cease to be a reporting issuer in the provinces of Alberta and British Columbia;

“**Interested Shareholders**” means, collectively, those Shareholders listed in Schedule “B” attached hereto;

“**Letter of Transmittal**” means the letter of transmittal to be delivered to holders of Shares on the Record Date, together with the Circular, in connection with the Meeting;

“**Meeting**” means the annual general and special meeting of Shareholders of the Corporation called for the purposes of, *inter alia*, considering and voting on the Amendment Resolution;

“**Meeting Date**” means February 2, 2012, unless the Meeting is adjourned, delayed or postponed in accordance with Section 3.1.1(b) in which case “**Meeting Date**” shall refer to the date on which the Meeting is held;

“**Minority Shareholders**” means all of the holders of Shares, other than the Interested Shareholders;

“**MI 61-101**” means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*;

“**Non-Dissenting Minority Shareholders**” has the meaning ascribed thereto in Section 2.2(a)(iv)(1);

“**Outside Date**” means February 29, 2012;

“**Record Date**” means the record date for the Meeting, such date to be not later than December 28, 2011;

“**Redemption**” has the meaning ascribed thereto in Section 2.2(a)(i);

“**Redemption Funds**” means an amount equal to the aggregate Consideration to be paid to the Minority Shareholders in accordance with the Redemption;

“**Redemption Resolution**” has the meaning ascribed thereto in Section 2.2(a)(i);

“**Register of Shareholders**” means the register of Shareholders kept by the Registrar and Transfer Agent;

“**Registrar and Transfer Agent**” means Equity Financial Trust Company;

“**Shares**” means common shares in the capital of the Corporation;

“**Shareholders**” means persons listed in the Register of Shareholders as the holders of Shares;

“**Special Committee**” means the special committee of the Board comprised of Michael Windle, which was established on November 25, 2011, in order to consider, inter alia, the proposed Going Private Transaction;

“**Subject Shares**” means the aggregate of 11,698,000 Shares beneficially owned or over which control or direction is exercised, directly or indirectly, by the Interested Shareholders, as described in Schedule “B”; and

“**TSX Venture Exchange Policy 5.9**” means the TSX Venture Exchange Policy 5.9 – *Protection of Minority Security Holders in Special Transactions*.

2. THE AMENDMENT, THE REDEMPTION AND THE POST-REDEMPTION STEPS

2.1 Terms of the Amendment

- (a) Subject to satisfaction or, if capable of waiver, waiver of the terms and conditions set out in this Agreement, as at the Effective Time of the Amendment, the Articles of Amalgamation will be amended so as to give the Corporation the right to redeem, prior to March 1, 2012, any or all of its then outstanding Shares, at a price of \$0.040 per Share (the “**Amendment**”).
- (b) The Parties acknowledge that the resolution required to approve the Amendment (the “**Amendment Resolution**”) must be approved by:
 - (i) not less than two-thirds of the votes cast in favour thereof by Shareholders attending the Meeting in person or represented by proxy; and

- (ii) a “majority of the minority” of the votes cast in favour thereof, for the purposes of TSX Venture Exchange Policy 5.9 (which incorporates the provisions of MI 61-101), by Minority Shareholders attending the Meeting in person or represented by proxy.
- (c) The text of the Amendment Resolution to be voted on at the Meeting is set out in Schedule “B” attached hereto.

2.2 Terms of the Redemption

- (a) Subject to satisfaction or, if capable of waiver, waiver of the terms and conditions set out in this Agreement:
 - (i) not less than ten (10) Business Days prior to the Meeting Date, the Corporation may make a written request to Budziak, Burroughs and Foscolos for delivery of the Redemption Funds or a portion thereof, if any, required by the Corporation to ensure it has sufficient funds to pay for the Redemption in accordance with the terms contemplated herein, and not less than two (2) Business Days prior to the Meeting Date, Budziak, Burroughs and Foscolos shall deliver the Redemption Funds or such portion thereof, if any (by way of loan repayable in cash on the terms and conditions to be determined by the Corporation and Budziak, Burroughs and Foscolos) to the Depositary;
 - (ii) not less than two Business Days prior to the Meeting Date the Board shall pass a resolution to redeem (the “**Redemption**”) all Shares held by the Minority Shareholders (the “**Redemption Resolution**”) which Redemption Resolution shall specify that the Redemption shall become effective immediately after, and only in the case where: (1) the Amendment is approved by the Shareholders and Minority Shareholders at the Meeting; and (2) not more than **15%** of the Shareholders have exercised, or taken steps to exercise, Dissent Rights in connection with the Amendment;
 - (iii) as soon as practicable after the Effective Date the Corporation will forward, or cause to be forwarded, the Redemption Funds to the Depositary and cause the Depositary to: (1) deliver the Consideration, in accordance with the terms of the Depositary Agreement (less all applicable withholding tax, if any), to the Minority Shareholders who tender their Shares to the Depositary accompanied by a duly executed Letter of Transmittal; and (2) remove all such Minority Shareholders (including relevant Dissenting Shareholders) from the Register of Shareholders, with the result that the Interested Shareholders shall as of the Completion Date be the only holders of Shares;

- (iv) as and from the Effective Time, no Minority Shareholder shall be entitled to, or exercise, any of the rights of a Shareholder in respect of any Share other than:
 - (1) in the case of Minority Shareholders (the “**Non-Dissenting Minority Shareholders**”) that are not Dissenting Shareholders, the right to receive an amount determined by multiplying the Consideration by the number of Shares held by such Shareholders immediately prior to the Effective Time (less all applicable withholding tax, if any), such payment to be made without interest or deduction by the Depositary as soon as practicable following the Effective Time and the performance by the Corporation of its required obligations contemplated under Section 2.2(a)(iii). Such Non-Dissenting Minority Shareholders shall be entitled to receive payment of the relevant amount referred to above following the presentation and surrender to the Depositary for cancellation of the certificate(s) representing the Shares held by them immediately prior to the Effective Time of the Redemption, along with a properly executed Letter of Transmittal; and
 - (2) in the case of a Dissenting Shareholder, such Shareholder shall only have the right to be paid the fair value for their Shares in accordance with the provisions of Section 191 of the ABCA.

2.3 Post-Redemption Steps

- (a) Should the Amendment and Redemption become effective, as soon as practicable after the Completion Date, the Corporation shall:
 - (i) make application to the TSX Venture Exchange to delist its Shares; and
 - (ii) make application to cease to be a reporting issuer in the provinces of Alberta and British Columbia.

3. COVENANTS

3.1 Covenants of the Corporation

- 3.1.1. The Corporation covenants and agrees that from the date hereof until the earlier of the Completion Date and termination of this Agreement, except as otherwise expressly permitted or specifically provided by this Agreement or as is otherwise required by applicable law:
 - (a) not to take any action that would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect at any time prior to the Completion Date;

- (b) not to adjourn, delay or postpone the Meeting or the Meeting Date without the prior written consent of Budziak, Burroughs and Foscolos unless (i) required by applicable law or the rules of the TSX Venture Exchange; or (ii) required by a court of competent jurisdiction or required by or as a result of any requirements imposed by any securities regulatory authority having jurisdiction over the Corporation, provided that any adjournment, delay or postponement permitted pursuant to (i) and (ii) above shall be limited to the minimum length of time necessary;
 - (c) not to issue any additional Shares or any securities which may be exercised for or converted into Shares (other than Shares issuable pursuant to the exercise of previously issued convertible securities of the Corporation outstanding on the date hereof); and
 - (d) not to purchase for cancellation any additional Shares under the normal course issuer bid of the Corporation as described in its Form 4G - *Notice of Intention to Make a Normal Course Issuer Bid* dated February 10, 2011.
- 3.1.2. The Corporation shall use its commercially reasonable efforts to perform all obligations required to be performed by it under this Agreement and to perform all such other acts as may be necessary in order to consummate the transactions contemplated by this Agreement, and without limiting the generality of the foregoing, the Corporation shall:
- (a) if not already done so, as promptly as possible after the execution of this Agreement (i) set and publish notice of the Record Date; and (ii) in compliance with all applicable laws, prepare the Circular and provide Budziak, Burroughs and Foscolos with reasonable opportunity to review and comment on drafts thereof, shall include all of Budziak's, Burroughs' and Foscolos' reasonable comments thereon, and shall ensure that the Circular provides the Shareholders (including the Minority Shareholders) with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them, and the Circular shall include the unanimous determination of the Special Committee that the Redemption is fair to the Minority Shareholders, that the Going Private Transaction as a whole is in the best interests of the Corporation and the Minority Shareholders, and include the unanimous recommendation of the Board, subject to the disclosure of interests and abstentions by all interested directors, that the Shareholders and Minority Shareholders vote in favour of the Amendment;
 - (b) use its commercially reasonable efforts to mail to the Shareholders the Circular and such other documentation required in order to convene and hold the Meeting by the Meeting Date in compliance with all applicable laws;
 - (c) use its commercially reasonable efforts to fulfill or cause to be fulfilled the conditions relating to it set forth in Section 5 as soon as reasonably practicable;

- (d) conduct and hold the Meeting in accordance with the by-laws of the Corporation and as required by law;
- (e) prior to the date of mailing of the Circular, appoint the Depositary and enter into a depositary agreement with the Depositary in form and substance satisfactory to the Budziak, Burroughs and Foscolos acting reasonably (the “**Depositary Agreement**”);
- (f) make all necessary filings and applications under Canadian federal and provincial laws and regulations required to be made on the part of the Corporation in connection with the Going Private Transaction and the Meeting and take all commercially reasonable action necessary to be in compliance with such laws and regulations;
- (g) do all things necessary to implement the Amendment and the Redemption, and cooperate with all reasonable requests of Budziak, Burroughs and Foscolos in respect thereof;
- (h) do all things necessary to obtain the approval of the Going Private Transaction from the TSX Venture Exchange;
- (i) consult with Budziak, Burroughs and Foscolos on all correspondence and dealings with the TSX Venture Exchange and securities regulators;
- (j) not less than ten (10) Business Days prior to the Meeting Date, make a written request to Budziak, Burroughs and Foscolos for delivery of the Redemption Funds or a portion thereof, if required to ensure the Corporation has sufficient funds to pay for the Redemption in accordance with the terms contemplated herein;
- (k) not less than two Business Days prior to the Meeting Date, convene a meeting of the Board to consider, and if thought fit, pass the Redemption Resolution;
- (l) as soon as practicable after the Effective Date, forward, or cause to be forwarded, the Redemption Funds to the Depositary and cause the Depositary to: (1) deliver the Consideration, in accordance with the terms of the Depositary Agreement (less applicable withholding tax, if any), to the Minority Shareholders who tender their Shares to the Depositary accompanied by a duly executed Letter of Transmittal; and (2) remove all such Minority Shareholders (including relevant Dissenting Shareholders) from the Register of Shareholders;
- (m) take such steps as are necessary to ensure that the Corporation has sufficient funds to enable the Corporation to (i) deliver the Redemption Funds required by Section 3.1.2 (k) hereof, and (ii) satisfy the tests in Section 36(2) of the ABCA; and
- (n) as soon as practicable after the Completion Date, the Corporation shall: (i) make application to the TSX Venture Exchange to (i) delist its Shares, and (ii) make

application to cease to be a reporting issuer in the provinces of Alberta and British Columbia.

3.2 Covenants of Budziak, Burroughs and Foscolos

3.2.1. Budziak, Burroughs and Foscolos jointly and severally covenant and agree that from the date hereof until the earlier of the Completion Date or termination of this Agreement, except as otherwise expressly permitted or specifically provided by this Agreement:

- (a) not to take or permit any action that would render, or may reasonably be expected to render, any representation or warranty made by any of them in this Agreement untrue in any material respect at any time prior to the Completion Date;
- (b) to provide the Corporation immediate notice of any additional Shares that Budziak, Burroughs or Foscolos may hereafter become the beneficial owner of or exercise control or direction over; and
- (c) use their commercially reasonable efforts not to permit the sale or gifting of any of the Subject Shares.

3.2.2. Budziak, Burroughs and Foscolos shall use commercially reasonable efforts to perform all obligations required to be performed by any of them under this Agreement and to perform all such other acts as may be necessary in order to consummate the transactions contemplated by this Agreement, and without limiting the generality of the foregoing, Budziak, Burroughs and Foscolos shall:

- (a) use commercially reasonable efforts to fulfill or cause to be fulfilled of the conditions relating to them set forth in Section 5 herein as soon as reasonably practicable;
- (b) cause all of the Subject Shares to be voted in favour of the Amendment Resolution at the Meeting;
- (c) cause the Interested Shareholders not to withdraw any proxies (if any) delivered to the Corporation, the Registrar and Transfer Agent or the Depository in connection with the Meeting;
- (d) use commercially reasonable efforts to have the Interested Shareholders (other than Budziak, Burroughs and Foscolos), to execute and deliver to the Corporation, a consent letter, in a form acceptable to Budziak, Burroughs and Foscolos and the Corporation, expressing the Interested Shareholders (other than Budziak, Burroughs and Foscolos) understanding of the effects of the Going Private Transaction, and expressing their support (including their agreement to vote in favour of the Amendment Resolution) for the transactions contemplated in this Agreement;

- (e) provide the Corporation with all relevant information concerning them and the Interested Shareholders for inclusion in the Circular to enable the Corporation to comply with applicable laws; and
- (f) subject to receiving a written request of the Corporation as contemplated under Section 3.1.2 (j), deliver the Redemption Funds or a portion thereof, to the Depository not less than two (2) Business Days prior to the Meeting Date.

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Corporation

The Corporation represents and warrants to and with Budziak, Burroughs and Foscolos as follows and acknowledges that Budziak, Burroughs and Foscolos are relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- 4.1.1. the Board, upon consultation with its legal and financial advisors and having considered the favourable recommendation of the Special Committee, has, subject to the disclosure of interests and abstentions by all interested directors, unanimously determined that the Consideration offered to the Minority Shareholders pursuant to the Redemption is fair and that the Going Private Transaction as a whole is in the best interests of the Corporation and its Minority Shareholders, and has, subject to the disclosure of interests and abstentions by all interested directors, unanimously approved the Going Private Transaction and the entering into of this Agreement, and has resolved to unanimously recommend that the Shareholders and Minority Shareholders vote in favour of the Amendment;
- 4.1.2. the Corporation has sufficient funds, or adequate arrangements for financing are in place to ensure that it will have sufficient funds, to deliver the Redemption Funds to the Registrar and Transfer Agent not less than two Business Days prior to the Meeting Date;
- 4.1.3. the payment of the aggregate Consideration payable in connection with the Redemption is, and on the Effective Date and on the Completion Date shall be, permitted by all applicable laws, including Section 36(2) of the ABCA;
- 4.1.4. the Corporation has, in respect of the Going Private Transaction contemplated hereunder, filed, or will file prior to the Completion Date, all documents required to be filed under applicable laws and has filed with securities regulators in each such jurisdiction all documents required to be filed under applicable Canadian securities laws (it being understood that no representation or warranty is being given as to the timeliness of any such filing);
- 4.1.5. the Corporation has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder;
- 4.1.6. the Corporation has been duly incorporated, formed and organized and is a validly existing company under the laws of the jurisdiction of its incorporation or formation, as

applicable and has the corporate power and authority to own or lease its property and assets and to carry on any business currently conducted by it; and

- 4.1.7. other than as contemplated herein, no consent, waiver, approval, authorization, order, exemption, registration, license or declaration of or by, or filing with, or notification to any governmental authority which has not been made or obtained, is required to be made or obtained by the Corporation in connection with the execution, delivery and performance of this Agreement or the completion of the Going Private Transaction.

4.2 Representations and Warranties of Budziak, Burroughs and Foscolos

Budziak, Burroughs and Foscolos individually, but not jointly, with respect only to matters pertaining to themselves or their activities, hereby represent and warrant to and with the Corporation as follows and acknowledges that the Corporation is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- 4.2.1. as of the date hereof, the Subject Shares represent all of the Shares beneficially owned, or over which control and direction is exercised, by the Interested Shareholders;
- 4.2.2. each Interested Shareholder has the sole right to vote, or direct the sale and voting of the Subject Shares;
- 4.2.3. no individual, corporation or other legal entity has any agreement to which any Interested Shareholder is a party, or any right or privilege capable of becoming an agreement or option to which any Interested Shareholder is a party, for the purchase, acquisition or transfer of any of the Subject Shares or any interest therein or right thereto;
- 4.2.4. each of Budziak, Burroughs and Foscolos has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder;
- 4.2.5. the execution and delivery of this Agreement and each and every agreement or document to be executed and delivered hereunder by each of Budziak, Burroughs and Foscolos, and the consummation of transactions contemplated herein will not, as a result of such member's involvement, violate nor be in conflict with any provision of any material agreement or instrument to which any of Budziak, Burroughs and Foscolos is a party or is bound or, to the best of their respective knowledge, information and belief, any judgment, decree, order, statute, rule or regulation applicable to such Party;
- 4.2.6. this Agreement has been duly executed and delivered by Budziak, Burroughs and Foscolos and all documents required hereunder to be executed and delivered by each of such Budziak, Burroughs and Foscolos shall have been duly executed and delivered and this Agreement does, and such documents will, constitute legal, valid and binding obligations of each of Budziak, Burroughs and Foscolos enforceable in accordance with their respective terms; and
- 4.2.7. no consent, waiver, approval, authorization, order, exemption, registration, license or declaration of or by, or filing with, or notification to any governmental authority which

has not been made or obtained is required to be made or obtained by any of Budziak, Burroughs and Foscolos in connection with the execution, delivery and performance of this Agreement or the completion of the Going Private Transaction.

5. CONDITIONS PRECEDENT

5.1 Conditions to Obligations of the Corporation

The obligations of the Corporation to complete the transactions as contemplated by this Agreement, are subject to the satisfaction, at or before the applicable time of the following conditions:

5.1.1. the Amendment Resolution shall have been approved by:

- (a) not less than two-thirds of the votes cast in respect thereof by Shareholders attending the Meeting in person or represented by proxy; and
- (b) a “majority of the minority” of the votes cast in respect thereof, for the purposes of TSX-V Policy 5.9 (which incorporates the provisions of MI 61-101), by Minority Shareholders attending the Meeting in person or represented by proxy;

5.1.2. Shareholders will not have exercised Dissent Rights or similar rights, or have instituted proceedings to exercise Dissent Rights or similar rights, in connection with the Amendment, other than Shareholders representing not more than **15%** of the issued and outstanding (on a fully diluted basis) Shares;

5.1.3. each of the acts and undertakings of Budziak, Burroughs and Foscolos to be performed pursuant to the terms of this Agreement shall have been duly and timely performed in all material respects;

5.1.4. except as affected by the transactions contemplated by this Agreement, the representations and warranties of each of Budziak, Burroughs and Foscolos contained in this Agreement shall be true in all material respects immediately prior to the Completion Date with the same effect as though such representations and warranties had been made at and as of such date; and

5.1.5. the Corporation has received all necessary regulatory approvals and/or third party consents to complete the Going Private Transaction, including the approval of the Going Private Transaction from the TSX Venture Exchange.

The conditions in this Section 5.1 are for the exclusive benefit of the Corporation and may be asserted by the Corporation regardless of the circumstances or may be waived by the Corporation in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Corporation may have.

5.2 Conditions to Obligations of Budziak, Burroughs and Foscolos

The obligations of Budziak, Burroughs and Foscolos to complete the transactions as contemplated by this Agreement, are subject to the satisfaction, at or before applicable time of the following conditions:

- 5.2.1. each of the acts and undertakings of the Corporation to be performed pursuant to the terms of this Agreement shall have been duly performed in all material respects; and
- 5.2.2. except as affected by the transactions contemplated by this Agreement, the representations and warranties of the Corporation contained in this Agreement shall be true in all material respects immediately prior to the Completion Date, with the same effect as though such representations and warranties had been made at and as of such date.

The conditions in this Section 5.2 are for the exclusive benefit of Budziak, Burroughs and Foscolos and may be asserted by Budziak, Burroughs and Foscolos regardless of the circumstances or may be waived by Budziak, Burroughs and Foscolos in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Budziak, Burroughs and Foscolos may have.

6. MISCELLANEOUS

6.1 Amendment

This Agreement may, at any time and from time to time before or after the holding of the Meeting, be amended by written agreement of the Parties hereto without, subject to applicable law, further notice to or authorization on the part of the Shareholders, and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties hereto;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties hereto; or
- (d) waive compliance with or modify any other conditions precedent contained herein,

provided that no amendment shall be made to the amount of Consideration without further authorization of the Shareholders in accordance with applicable law.

6.2 Termination

- (a) This Agreement may, prior to the Effective Time, be terminated by mutual written agreement of the Parties without further action on the part of the Shareholders;
- (b) This Agreement shall terminate automatically if the Amendment is not approved by the Shareholders at the Meeting in the manner set forth in Section 5.1;
- (c) Notwithstanding any other rights contained herein, this Agreement may be terminated by either Party (the “**Terminating Party**”) upon written notice to the other Party if a condition precedent of the Terminating Party’s obligations set forth in Section 5 shall not have been satisfied on or before the date required for the satisfaction thereof, provided that the failure to so satisfy is not caused by the fault of the Terminating Party;
- (d) This Agreement may be terminated by the Budziak, Burroughs and Foscolos if the Meeting is adjourned, delayed or postponed to a date that is on or after the Outside Date or the Completion Date does not occur on or before the Outside Date, provided that Budziak, Burroughs and Foscolos are not in default under this Agreement; or
- (e) This Agreement may be terminated by either Party if the Completion Date does not occur on or before the Outside Date.

The Parties hereto acknowledge and agree that Section 6.2 shall survive the termination and expiration of this Agreement and continue in full force and effect following any termination or expiration of this Agreement.

6.3 Expenses

Each Party shall pay all fees, costs and expenses incurred by such Party in connection with this Agreement, the Redemption and all related matters.

6.4 Fiduciary Duties of Directors

No provision of this Agreement shall require the Corporation to cause any of its directors to take any action, or refrain from taking any action, that would prevent such individual from fulfilling his fiduciary obligations as a director of the Corporation. The foregoing shall not be interpreted to diminish, limit, restrict or otherwise affect in any way any covenant or agreement of the Corporation under this Agreement or be construed as a forgiveness or waiver of any breach.

6.5 Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

6.6 Further Assurances

Each Party hereto shall, from time to time, and at all times hereafter, at the request of the other Party hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

6.7 Entire Agreement

This Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements and understandings, oral and written, between such Parties with respect to the subject matter hereof. This Agreement may be amended only by written instrument executed by all of the Parties hereto.

6.8 Currency

All sums of money referred to in this Agreement, unless otherwise specified herein, are expressed in Canadian dollars.

6.9 No Assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

6.10 Waiver

The failure of any Party to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement or deprive the applicable Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. The exercise by any Party of any of its rights provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, notwithstanding any previous action or proceeding taken by it hereunder. Any waiver by any Party of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.

6.11 Notices

All notices and other communications which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be deemed to be validly given if served personally or by telecopy, in each case addressed to the particular party at:

(a) If to the Corporation:

Seaway Energy Services Inc.
Suite 1250, 700 - 4th Avenue S.W.
Calgary, Alberta T2P 3J4

Attention: Michael Windle
Facsimile: (403) 266 - 1181

with a copy to:

Davis LLP
Livingston Place
Suite 1000 - 250 - 2nd Street SW
Calgary, Alberta T2P 0C1

Attention: Leigh Stewart
Facsimile: (403) 697 - 6619

(b) If to Budziak, Burroughs and Foscolos:

Elias Foscolos
c/o Accretive Financial Corp.
Unit 1, 606 Meredith Road N.E.
Calgary, Alberta T2E 5A8

Facsimile: (403) 206-7185

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6.12 Execution and Counterparts

This Agreement may be executed by the Parties in counterpart and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement been executed as of the date first above written.

SEAWAY ENERGY SERVICES INC.

Per: (signed) Michael Windle
Michael Windle, director

signed _____ }
Witness
(signed) Jerry J. Budziak
Jerry J. Budziak

signed _____ }
Witness
(signed) David Burroughs
David Burroughs

signed _____ }
Witness
(signed) Elias Foscolos
Elias Foscolos

SCHEDULE A

Special Resolution

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT the Corporation's Articles of Amalgamation be amended with immediate effect as follows:

“Schedule A to Section 2 of Articles be amended by the addition of the following paragraphs:

(a) At any time prior to March 1, 2012, the Corporation may, on such terms and in such manner as the Directors may in their absolute discretion determine, without prior notice, redeem any or all of the then outstanding common shares of the Corporation, at a redemption price of \$0.040 per share.

(b) A redemption in (a) above will be deemed effective at the time and on the date the Directors may determine (the “**Redemption Date**”) provided that such Redemption Date shall not be earlier than the date the relevant resolution of the Directors is passed and shall not be later than February 29, 2012. As and from the Redemption Date on which the redemption of any common shares of the Corporation is effected, each common shareholder subject to the redemption shall cease to be entitled to any rights in respect of such common shares, including any right to participate in the profits of the Corporation, other than his, her or its right to receive any redemption proceeds (or his, her or its right as a dissenting shareholder under and subject to section 191 of the *Business Corporations Act* (Alberta), to receive fair value for his, her or its redeemed common shares) and accordingly his, her or its name shall be removed as a shareholder from the records of the Corporation with respect to the common shares so redeemed.

(c) Subject to the Directors' discretion to determine the terms and manner of redemption, redemption proceeds shall be paid as soon as reasonably practicable following the Redemption Date.

(d) If a common shareholder who is entitled to receive redemption proceeds pursuant to subparagraph (a) hereof fails to satisfy any relevant requirements (including without limitation, providing evidence of ownership and completed letters of transmittal) of the Directors, his entitlement shall lapse on the second anniversary of the Redemption Date. Upon a shareholder's entitlement having lapsed in accordance with this paragraph (d), such shareholder will be deemed to have donated and forfeited to the Corporation or its successor any such redemption proceeds, net of any applicable withholding or other taxes, held in trust for such shareholder and any certificate representing the common shares formerly held by such shareholder will cease to represent a claim of any nature whatsoever and will be deemed to have been surrendered to the Corporation and cancelled.”

SCHEDULE B

Subject Shares

Interested Shareholder	Subject Shares
Budziak	6,066,000
Burroughs	2,720,000
Foscolos	1,026,000
Accretive Financial Corp.	605,000
Simlie Foscolos	1,281,000
TOTAL	11,698,000