



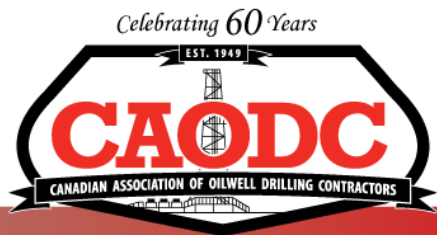
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**CANADIAN ASSOCIATION OF OILWELL DRILLING CONTRACTORS
ATLANTIC DIVISION
2010 MEMBERSHIP AGREEMENT**

WHEREAS the Canadian Association of Oilwell Drilling Contractors (the "CAODC") is dedicated to the establishment of high standards of integrity, operating skill, care and efficiency, and business conduct for its members so as to improve and enhance the well-being of the oilwell drilling industry in Canada and to make the services of its members available to the public in a competent, safe and efficient manner;

NOW THEREFORE in consideration of being admitted to membership and/or being allowed to continue its membership in the CAODC, the undersigned Atlantic Division Member agrees with the CAODC, in respect to the operation of its Canadian-based drilling rigs, as follows:

1. In accordance with appropriate Occupational, Health and Safety and Employment Standards Legislation for the province in which the work is completed.
2. To discharge its duties to its clients, CAODC, members of the public and other drilling contractors with integrity.
3. To endeavour to perform all services that it undertakes to perform on behalf of any client in a competent, safe, efficient, diligent and workmanlike manner and in accordance with good drilling practices and to maintain its rigs and equipment in good working order in keeping with the prevailing standards in the jurisdiction in which the undersigned is performing its services.
4. In addition to their basic hourly wages, to pay its rig employees in respect of their regular employment on a rig in accordance with the laws and regulations in force in any jurisdiction in which the undersigned is performing its services.
5. To require its personnel to obtain and thereafter maintain at least the training as specified in the current revision of the Training and Qualifications Standard (TQS).
6. To comply at all times with the Employment Insurance and Workers' Compensation laws and regulations in force in each jurisdiction in which the undersigned performs its services and to make and pay promptly and in a timely manner all contributions, assessments, costs and premiums required by such laws and regulations.
7. To acquire and maintain with a reputable insurance company, or companies, insurance at least equivalent to the following for each separate claim:
 - (i) Comprehensive General Liability Insurance with a bodily injury, death and property damage limit of \$2,000,000 inclusive;
 - (ii) Employer's Liability Insurance to the extent of \$1,000,000 per occurrence; and,

- (iii) Automobile Liability Insurance covering all motor vehicles, owned or non-owned, operated and/or licensed by the undersigned with a bodily injury, death and property damage limit of \$1,000,000 inclusive.

8. To pay its annual dues to the CAODC in the amount prescribed by the Board of Directors of the CAODC within the time stipulated in the By-Laws of the CAODC (i.e., on or before the fifteenth day of January in each calendar year) and to pay all other amounts payable to the CAODC within 45 days following receipt by the undersigned of each invoice therefore.

9. To furnish to the CAODC, at any time upon demand, such non-proprietary information as may reasonably be required to enable the CAODC to verify whether or not the undersigned is complying with this Agreement.

10. To participate in the CAODC *Injury Analysis Reporting Program*. Completion of this form will have the effect of enrolling the member in the CAODC Safety Awards Program, and the member recognizes and accepts such participation.


11. To be bound by and observe all By-Laws, rulings and policies of the CAODC in force and in effect from time to time.

12. If the Board of Directors of the CAODC determines that the undersigned has defaulted in the performance of one or more of its obligations set forth in this Agreement, the Board of Directors may, by a simple majority vote of all the Directors, do one or more of the following:

- (i) reprimand the undersigned;
- (ii) suspend the membership of the undersigned in the CAODC for a specified period of time or until the Board of Directors revokes the suspension;
- (iii) and may, by a two-thirds vote of all the Directors, expel the undersigned from membership in the CAODC.

This Agreement will remain in effect until December 31, 2010.

DATED, SEALED and DELIVERED this _____ day of _____, in the year 20_____.



CAODC Chairman or Atlantic Division Chairman

Seal*
«Company»



CAODC Vice Chairman or CAODC Chairman

* Full Execution of this Agreement requires that a corporate seal be affixed.



MEMBERSHIP APPLICATION FORM

COMPANY NAME: _____

DESIGNATED REPRESENTATIVE: _____

| | | |
|------|---------------|-------------|
| | Name | Title |
| | Street / P.O. | Box |
| City | Province | Postal Code |
| | Telephone | Facsimile |
| | | E-Mail |

HEAD OFFICE (if other than above): _____

| | | |
|------|---------------|-------------|
| | Street / P.O. | Box |
| City | Province | Postal Code |
| | Telephone | Facsimile |
| | | E-Mail |

Do you have a *web site* you wish to link to the CAODC? http://www. _____

CHECK MEMBERSHIP CLASSIFICATION AND COMPLETE ATTACHED INFORMATION SHEET(S):

Drilling Rig Contractor
 Service Rig Contractor
 Associate

ANNUAL MEMBERSHIP DUES are on a calendar year basis and are taxable for GST purposes (GST #106842784RT). Drilling and Service Rig memberships are based on both a company levy plus a fee for each rig owned; Associate memberships are established rates per company or individual. Partial year assessments, as noted, are provided for membership after July 1.

Following are the rates for each class of membership.

| | Full Year | Partial Year (July 1 to December 31) |
|----------------------------------|----------------|---|
| Drilling Rig Contractor | | |
| • Initiation Fee (one time only) | \$2000 | \$2000 |
| • Company Dues | \$4500 | \$2250 |
| • Rig Dues | \$400/rig | \$200/rig |
| Atlantic Contractor | | |
| • Company Dues | \$4000/Company | \$2000 |
| Service Rig Contractor | | |
| • Initiation (one time only) | \$1000 | \$1000 |
| • Company Dues | \$1950 | \$975 |
| • Rig Dues | \$300/rig | \$150/rig |
| Associate | \$825 | \$412.50 |

Payment (in Canadian funds) must accompany application.

| | |
|----------|----------|
| Dues | \$ _____ |
| GST @ 5% | \$ _____ |
| Total | \$ _____ |

 Date Authorized Signature Title