

**NATIONAL INSTRUMENT 62-103
EARLY WARNING REPORT**

Item 1 - Security and Reporting Issuer

- 1.1 *State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.*

This report relates to common shares in the capital of Ceiba Energy Services Inc. ("**Ceiba**").

Ceiba's head office address is:

#910 – 521 3 Avenue SW,
Calgary, Alberta T2P 3T3

- 1.2 *State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.*

See Item 2.2 below.

Item 2 - Identity of the Acquiror

- 2.1 *State the name and address of the Acquiror*

Secure Energy Services Inc.
("**Secure**")

#3600, 205-5th Ave SW,
Calgary, Alberta, T2P 2V7

- 2.2 *State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.*

On August 1, 2017, pursuant to a plan of arrangement under section 193 of the *Business Corporations Act* (Alberta) (the "**Arrangement**") implemented in accordance with the provisions of an arrangement agreement dated as of May 14, 2017, as amended and restated as of June 5, 2017, between Secure and Ceiba, Secure acquired all of the issued and outstanding common shares in the capital of Ceiba (the "**Ceiba Shares**") and all of the outstanding 9% unsecured convertible debentures of Ceiba with a principal amount of \$1,000 per debenture and an aggregate principal amount outstanding of \$2,402,000 which mature on June 30, 2020 (the "**Ceiba Debentures**").

Under the terms of the Arrangement, each holder of Ceiba Shares received either: (i) \$0.205 in cash per Ceiba Share (the "**Cash Consideration**"); (ii) 0.02115 of a common share in the capital of Secure per Ceiba Share (the "**Share Consideration**"); or (iii) a combination of the Cash Consideration and Share Consideration at the election of the holder. Each holder of Ceiba Debentures received \$1,215 for each \$1,000 principal amount of Ceiba Debentures. The completion of the Arrangement resulted in an aggregate cash payment of \$27,184,362,82 and the issuance of 189,965 common shares in the capital of Secure.

Following the completion of the Arrangement, Secure acquired ownership and control over 127,352,226 Ceiba Shares and a certificate representing \$2,402,000 principal amount of Ceiba Debentures, representing 100% of the issued and outstanding Ceiba Shares and 100% of the issued and outstanding Ceiba Debentures, respectively.

2.3 *State the names of any joint actors.*

Not Applicable.

Item 3 - Interest in the Securities of the Reporting Issuer

3.1 *State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in the acquiror's securityholding percentage in the class of securities.*

See Item 2.2 above.

3.2 *State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.*

See Item 2.2 above.

3.3 *If the transaction involved a securities lending arrangement, state that fact.*

Not applicable.

3.4 *State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.*

Prior to the completion of the Arrangement, Secure did not own or exercise control or direction over any of the Ceiba Shares or the Ceiba Debentures.

Following the completion of the Arrangement, Secure acquired ownership and control over 127,352,226 Ceiba Shares and a certificate representing \$2,402,000 principal amount of Ceiba Debentures, representing 100% of the issued and outstanding Ceiba Shares and 100% of the issued and outstanding Ceiba Debentures, respectively.

3.5 *State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which*

(a) *the acquiror, either alone or together with any joint actors, has ownership and control,*

See Item 3.4 above.

(b) *the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and*

Not applicable.

(c) *the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.*

Not applicable.

3.6 *If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.*

Not applicable.

3.7 *If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.*

Not applicable.

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

- 3.8 *If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.*

Not applicable.

Item 4 - Consideration Paid

- 4.1 *State the value, in Canadian dollars, of any consideration paid or received per security and in total.*

See Item 2.2 above.

- 4.2 *In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.*

See Item 2.2 above.

- 4.3 *If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.*

Not applicable.

Item 5 - Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;*
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;*
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;*

- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;*
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;*
- (f) a material change in the reporting issuer's business or corporate structure;*
- (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;*
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;*
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;*
- (j) a solicitation of proxies from securityholders;*
- (k) an action similar to any of those enumerated above.*

The purpose of the Arrangement is to permit Secure to acquire all of the issued and outstanding Ceiba Shares and Ceiba Debentures such that Ceiba will become a wholly-owned subsidiary of Secure. Immediately following the completion of the Arrangement, Secure intends to amalgamate with Ceiba and to continue business as "Secure Energy Services Inc.". The Ceiba Shares will be delisted from the Toronto Stock Exchange within 2-3 business days following the completion of the Arrangement.

Item 6 - Agreements, Arrangements, Commitments or Understandings with Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

Not applicable.

Item 7 - Change in Material Fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not applicable.

Item 8 - Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item 9 - Certification

The acquiror must certify that the information is true and complete in every respect. In the case of an agent, the certificate is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

Certificate

I certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Dated this 1st day of August, 2017.

SECURE ENERGY SERVICES INC.

Per: "Allen Gransch" (signed)
Name: Allen Gransch
Title: Chief Financial Officer