

LOCK-UP AGREEMENT

STRICTLY CONFIDENTIAL

December 17, 2009

TO: THE PERSONS LISTED ON SCHEDULE "A" HERETO
(each such person a "Seller" and collectively the "Sellers")

Enerflex Systems Income Fund

Toromont Industries Ltd. ("**Toromont**"), Enerflex Systems Income Fund ("**Enerflex**"), Enerflex Holdings General Partner Ltd. ("**Enerflex GP**") and Enerflex Holdings Limited Partnership ("**Enerflex LP**") have entered into a support agreement (the "**Support Agreement**") dated of even date herewith. Capitalized terms used in this lock-up agreement (this "**Lock-Up Agreement**") and not otherwise defined herein that are defined in the Support Agreement shall have the respective meanings ascribed thereto in the Support Agreement.

This Lock-Up Agreement sets out the terms and conditions of the several and not joint agreements of each Seller: (i) to support the Offer; (ii) to deposit or cause to be deposited under the Offer the Trust Units (the "**Currently Held Trust Units**") and Exchangeable LP Units currently owned or controlled by such Seller as listed on Schedule A beside such Seller's name; (iii) in the case of each Seller holding outstanding Options (each a "**Convertible Securityholder**" and collectively, the "**Convertible Securityholders**"), to exercise the Options currently owned by such Convertible Securityholder for Trust Units pursuant to one or more of the alternatives permitted by Section 2.4(a) of the Support Agreement; and (iv) to deposit (A) the Trust Units acquired or obtained by such Seller on the exercise of Convertible Securities, and (B) any other Trust Units or Exchangeable LP Units of which beneficial ownership or over which control is otherwise acquired or obtained by such Seller after the date hereof (all of the Trust Units and Exchangeable LP Units referred to in (B) of this (iv) being collectively referred to as "**Market Acquired Units**", and such Market Acquired Units together with all of the Trust Units referred to in (A) of this (iv) being collectively referred to as "**Subsequently Acquired Units**") under the Offer (the Trust Units and Exchangeable LP Units referred to in (ii) above and the Subsequently Acquired Units are hereinafter collectively referred to as the "**Subject Units**", including as such term may be modified pursuant to Section 3.5).

ARTICLE 1 **THE OFFER**

1.1 Not later than the Latest Mailing Time, Toromont shall mail the Notice of Variation in accordance with the Support Agreement. Subject to the satisfaction of the conditions of the Offer as contemplated in Section 1.2 below, Toromont shall take up and pay for the Trust Units and Exchangeable LP Units deposited under the Offer promptly and, in any event, not later than three business days following the time at which Toromont becomes entitled to take up such Trust Units and Exchangeable LP Units under the Offer pursuant to Applicable Securities Laws.

1.2 The obligation of Toromont to take up and pay for Subject Units under the Offer shall not be subject to any conditions, save and except for those conditions set out in Schedule A to the Support Agreement. The conditions of the Offer are for the sole benefit of Toromont.

1.3 Each Seller acknowledges and agrees that Toromont may, in its sole discretion, modify or waive any term or condition of the Offer, provided that Toromont shall not, without the prior consent of Enerflex in writing: (i) increase the Minimum Tender Condition; (ii) decrease the Minimum Tender Condition to a number of Trust Units that is less than the Minimum Required Securities; (iii) impose additional conditions to the Offer; (iv) decrease the consideration offered per Unit; (v) decrease the maximum cash consideration or maximum share consideration; (vi) decrease the number of Units in respect of which the Offer is made; (vii) change the form of consideration payable under the Offer (other than to increase the total consideration offered per Unit and/or add additional consideration or consideration alternatives); (viii) remove its commitment to use commercially reasonable efforts to complete the acquisition of all the outstanding Units through a Compulsory Acquisition or Subsequent Acquisition Transaction unless prohibited by Law or by court injunction; (ix) remove the Rollover Option (with the conditions for withdrawal as modified in Section 2.1(a) of the Support Agreement) as a term of the Offer; or (x) otherwise vary the Offer or any terms or conditions thereof (which for greater certainty does not include a waiver of a condition) in a manner which is adverse to Unitholders generally.

ARTICLE 2

COVENANTS OF THE SELLERS

2.1 Each Seller hereby agrees, from the date hereof until the earlier of: (i) the termination of this Lock-Up Agreement pursuant to Article 5; and (ii) the Expiry Time, except in accordance with the terms of this Lock-Up Agreement, not to:

- (a) grant or agree to grant any proxy or other right to the Subject Units, or enter into any voting trust or pooling agreement or arrangement or enter into or subject any of such Subject Units to any other agreement, arrangement, understanding or commitment, formal or informal, with respect to or relating to the voting thereof; and
- (b) option, sell, assign, dispose of, pledge, create an Encumbrance on, grant a security interest in or otherwise convey any Options or Subject Units or any right or interest therein, or agree to do any of the foregoing except pursuant to the Offer and this Lock-Up Agreement.

2.2 Each Seller hereby agrees, from the date hereof until the earlier of: (i) the termination of this Lock-Up Agreement pursuant to Article 5; and (ii) the Expiry Time, except in accordance with the terms of this Lock-Up Agreement, to exercise the voting rights attaching to the Subject Units (including the right to direct the Enerflex Trustee to vote that number of votes attached to the Special Voting Unit that is equal to the number of Exchangeable LP Units held) and otherwise use the Seller's commercially reasonable efforts in the Seller's capacity as a holder of Trust Units and, if applicable, Exchangeable LP Units to oppose any proposed action by Enerflex, Enerflex GP, Enerflex LP, any Trust Unitholder, any Exchangeable LP Unitholder, any

of the other Enerflex Subsidiaries or any other person (A) in respect of any merger, take-over bid, amalgamation, plan of arrangement, business combination or similar transaction involving Enerflex, Enerflex GP, Enerflex LP or any other Enerflex Subsidiary, other than the Offer, (B) which would reasonably be regarded as being directed towards or likely to prevent or delay the take-up of and payment for Trust Units or Exchangeable LP Units deposited under the Offer or the successful completion of the Offer, including without limitation, any amendment to the Deed of Trust or to the limited partnership agreement dated August 23, 2006 governing the affairs of Enerflex LP, or (C) which would reasonably be expected to result in a Material Adverse Effect in respect of Enerflex.

2.3 Each Seller covenants to co-operate with Toromont in making all requisite regulatory filings in connection with the Offer.

2.4 Other than as permitted pursuant to Section 6.2 of the Support Agreement and subject to Section 2.5 hereof, the Seller agrees that the Seller will not directly or indirectly:

- (a) solicit, assist, initiate or knowingly encourage or otherwise facilitate an Acquisition Proposal or potential Acquisition Proposal;
- (b) encourage or participate in any discussions or negotiations regarding, or which may reasonably be expected to lead to, an Acquisition Proposal or potential Acquisition Proposal, or otherwise cooperate in any way with, or assist or participate in, or facilitate or encourage any effort or attempt by any other person to do any of the foregoing;
- (c) furnish to any person any non-public information concerning Enerflex or the Enerflex Subsidiaries or their respective business, properties and assets in connection with, or which may reasonably be expected to lead to, an Acquisition Proposal or potential Acquisition Proposal;
- (d) cooperate with, assist or participate in, facilitate or encourage any effort or attempt by any other person to do or seek to do any of the foregoing; or
- (e) accept, approve, recommend or enter into any agreement relating to an Acquisition Proposal.

2.5 Nothing in this Lock-Up Agreement shall interfere with, restrict or constrain the ability of a Seller who is a member of the Enerflex GP Board of Directors or is an officer of Enerflex or Enerflex GP to perform his or her fiduciary or legal duties in that capacity.

ARTICLE 3 **AGREEMENT TO TENDER**

3.1 If Toromont amends and conducts the Offer in compliance with Sections 1.1 and 1.2, this Lock-Up Agreement, when signed and delivered by a Seller, will constitute the agreement of such Seller, among other things, to accept the Offer and validly deposit and cause to be deposited and cause all acts and things to be done to deposit under the Offer (A) all of the

Trust Units and Exchangeable LP Units currently owned or controlled by such Seller and, in any event, not less than the number of Trust Units and Exchangeable LP Units set forth opposite such Seller's name on Schedule A hereto, and (B) all Trust Units and Exchangeable LP Units of which beneficial ownership or over which control or direction is acquired or obtained by such Seller after the date hereof, in each case together with a duly completed and executed letter of transmittal or, if any such Units are not held in registered form, through instructions to tender delivered to the Seller's broker or other intermediary, on the terms and conditions set out herein.

3.2 If Toromont amends and conducts the Offer in compliance with Sections 1.1 and 1.2, this Lock-Up Agreement, when signed and delivered by a Convertible Securityholder will constitute the agreement of such Convertible Securityholder, among other things, to exercise or cashless exercise, conditionally or otherwise (as contemplated by Section 2.4 of the Support Agreement) the Options set forth opposite such Convertible Securityholder's name on Schedule A hereto and to accept the Offer and validly deposit and cause to be deposited under the Offer and cause all acts and things to be done to deposit under the Offer all of the Subsequently Acquired Units issued on such exercise of Options, together with a duly completed and executed letter of transmittal, or, if any such Units are not held in registered form, through instructions to tender delivered to the Seller's broker or other intermediary, on the terms and conditions set out herein or as otherwise contemplated by Section 2.4 of the Support Agreement.

3.3 Each Seller agrees that, if Toromont amends and conducts the Offer in compliance with Sections 1.1 and 1.2, such Seller shall deposit or cause to be deposited with the depository under the Offer (a) by the later of December 31, 2009 and the day that is 5 calendar days after the mailing of the Notice of Variation, all of the Subject Units then outstanding, and (b) no later than two business days prior to the first scheduled expiry time of the Offer after the date of this Lock-Up Agreement, all such documents as may be necessary or desirable to deposit or cause to be deposited all of the Subsequently Acquired Units (including those to be acquired pursuant to the conditional exercise of Options), in each case in accordance with the terms of the Offer or as otherwise contemplated by Section 2.4 of the Support Agreement, and thereafter, except as may be permitted by this Lock-Up Agreement or by Section 2.4 of the Support Agreement or unless this Lock-Up Agreement is terminated in accordance with Article 5, such Seller shall not withdraw or take any action to withdraw any of such Seller's Subject Units deposited under the Offer (notwithstanding any statutory rights or other rights under the terms of the Offer or otherwise which such Seller might have and whether or not the Enerflex GP Board of Directors recommends or fails to recommend the Offer or withdraws, changes, modifies or qualifies its approval or recommendation of the Offer).

3.4 For greater certainty, the obligation to tender the Subject Units shall terminate upon termination of this Lock-Up Agreement pursuant to Section 5.1(b)(v) hereof.

3.5 For greater certainty, for the purposes of this Lock-Up Agreement, the term "Subject Units" shall refer to all the Trust Units and Exchangeable LP Units which the Sellers are required to tender under the Offer pursuant to the terms of this Lock-Up Agreement (including those subject to the withdrawal right provided in Section 3.6, until so withdrawn) and shall include all units or other securities into or for which the Subject Units may be converted, exchanged or otherwise changed pursuant to any reorganization, merger, amalgamation or other

transaction involving Enerflex and/or Enerflex LP, as applicable, prior to the acquisition of the Subject Units by Toromont.

3.6 Notwithstanding any other provision of this Lock-Up Agreement, at any time prior to the take-up of such Units, each Seller shall be entitled to withdraw from the Offer any of his or her Market Acquired Units and Mr. Williams shall be entitled to withdraw from the Offer any of his Currently Held Trust Units, in each case in order to deposit or tender such Units to another take-over bid or to vote such Units in favour of another Acquisition Proposal, provided that such take-over bid or Acquisition Proposal, as the case may be, offers a price or value per Unit that exceeds the price or value per Unit offered under the Offer. The withdrawal right provided in this Section 3.6 shall not otherwise restrict or limit the obligations of each Seller under this Lock-Up Agreement.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Each Seller by its acceptance hereof represents and warrants as follows and acknowledges that Toromont is relying upon such representations and warranties in connection with entering into this Lock-Up Agreement and making the Offer and purchasing the Subject Units:

- (a) such Seller is the beneficial owner of, or controls, all of the Trust Units, Exchangeable LP Units and/or Options set forth opposite such Seller's name on Schedule A;
- (b) (i) the only securities of Enerflex or any Enerflex Subsidiary beneficially owned, directly or indirectly, or over which control or direction is exercised by such Seller are those listed on Schedule A beside such Seller's name, and (ii) other than any Options listed opposite the name of the Seller in Schedule A, such Seller has no Convertible Securities and has no other agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by such Seller or transfer to such Seller of additional securities of Enerflex or any Enerflex Subsidiary (other than any Exchangeable LP Units listed on Schedule A beside such Seller's name and the Rights associated with the Trust Units listed on Schedule A beside such Seller's name);
- (c) such Seller has the sole right to sell and vote all the Subject Units now held, and will have the right to sell and vote all the Subject Units hereafter acquired by such Seller;
- (d) all the Subject Units held by such Seller will, at the time at which Toromont takes up and pays for such Subject Units, be beneficially owned or controlled by such Seller with good and marketable title thereto, free and clear of any and all Encumbrances;

- (e) no person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from such Seller of any of the Subject Units owned by such Seller or any interest therein or right thereto, except Toromont pursuant to this Lock-Up Agreement;
- (f) the execution and delivery by such Seller of this Lock-Up Agreement, the authorization of this Lock-Up Agreement by such Seller and the performance by such Seller of its obligations under this Lock-Up Agreement, (i) do not require any Authorization to be obtained by such Seller, and (ii) will not result (with or without notice or the passage of time) in a violation or breach of or constitute a default under any provision of (A) any applicable Laws, or (B) any note, bond, mortgage, indenture or contract or agreement to which such Seller is party or by which such Seller is bound; and
- (g) this Lock-Up Agreement has been duly executed and delivered by such Seller and constitutes a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity.

4.2 Toromont hereby makes to each Seller the representations and warranties set out in Schedule B to the Support Agreement and acknowledges that each Seller is relying upon such representations and warranties in connection with the entering into of this Lock-Up Agreement and the sale to Toromont of the Subject Units.

ARTICLE 5 **TERMINATION**

5.1 This Lock-Up Agreement may be terminated by notice in writing:

- (a) with respect to a given Seller, at any time by mutual consent of Toromont and such Seller;
- (b) by the Sellers if:
 - (i) Toromont is in material default of any covenant or obligation under this Lock-Up Agreement (without giving effect to, applying or taking into consideration any materiality qualification already contained in such covenant or obligation) or if any representation or warranty made by Toromont in this Lock-Up Agreement shall have been at the date hereof untrue or incorrect (without giving effect to, applying or taking into consideration any materiality or Material Adverse Effect qualification already contained in such representation or warranty) where such inaccuracies in the representations and warranties, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect in respect of Toromont or would be reasonably likely to prevent or

materially delay consummation of the Offer, and such default or inaccuracy is not curable or, if curable, is not cured by the earlier of the date which is 10 calendar days from the date of written notice of such breach and the business day prior to the Expiry Date;

- (ii) Toromont has not mailed the Notice of Variation within the time provided for in Section 1.1;
 - (iii) the terms of the Offer (as amended in the Notice of Variation) do not conform in all material respects with the description of the Offer contained in Section 1.1 and the Support Agreement;
 - (iv) Toromont has not (for any reason other than the failure of any Seller to deposit its Subject Units for purchase) taken up and paid for all Trust Units and Exchangeable LP Units deposited under the Offer by the Outside Date; or
 - (v) the Support Agreement is terminated in accordance with the provisions thereof and no Termination Payment Event has occurred, or if a Termination Payment Event has occurred, the Termination Payment has been paid; and
- (c) by Toromont if:
- (i) any Seller is in material default of any covenant or obligation under this Lock-Up Agreement (without giving effect to, applying or taking into consideration any materiality qualification already contained in such covenant or obligation) or if any representation or warranty made by any Seller in this Lock-Up Agreement shall have been at the date hereof untrue or incorrect in any material respect where such inaccuracies in the representations and warranties, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect in respect of Enerflex or would be reasonably likely to prevent or materially delay consummation of the Offer, and such default or inaccuracy is not curable or, if curable, is not cured by the earlier of the date which is 10 calendar days from the date of written notice of such breach and the business day prior to the Expiry Date;
 - (ii) any of the conditions of the Offer is not satisfied or waived at the Expiry Time and Toromont elects not to waive such condition; or
 - (iii) the Support Agreement is terminated in accordance with the provisions thereof.

5.2 No termination pursuant to Section 5.1 shall prejudice the rights of a party as a result of any breach by any other party of its obligations hereunder.

5.3 Upon termination of this Lock-Up Agreement, each Seller shall be entitled to withdraw any of such Seller's Trust Units and Exchangeable LP Units deposited under the Offer.

5.4 Notwithstanding anything contained in this Article 5, this Lock-Up Agreement will terminate without any further action by the parties hereto upon the acquisition by Toromont of all of the Subject Units in accordance with the Offer.

ARTICLE 6 **GENERAL**

6.1 In this Lock-Up Agreement, unless otherwise expressly stated or the context otherwise requires:

- (a) references to "herein", "hereby", "hereunder", "hereof" and similar expressions are references to this Lock-Up Agreement and not to any particular Section of or Schedule to this Lock-Up Agreement;
- (b) references to a "Section", "Article" or a "Schedule" are references to a Section of or Schedule to this Lock-Up Agreement;
- (c) words importing the singular shall include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders;
- (d) the terms "person" and "business day" shall have the meanings ascribed thereto in the Support Agreement;
- (e) the use of headings is for convenience of reference only and shall not affect the construction or interpretation hereof; and
- (f) wherever the term "includes" or "including" is used, it shall be deemed to mean "includes, without limitation" or "including, without limitation", respectively.

6.2 The parties waive the application of any rule of Law which otherwise would be applicable in connection with the construction of this Lock-Up Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

6.3 This Lock-Up Agreement shall become effective in respect of each Seller upon execution and delivery thereof by such Seller.

6.4 This Lock-Up Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed to be original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Lock-Up Agreement to produce more than one counterpart.

6.5 Subject to the terms and conditions of this Lock-Up Agreement, each Seller agrees to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or advisable for the discharge by such Seller of its respective obligations under this

Lock-Up Agreement, including taking or causing to be taken all such actions as may be necessary or advisable to cause the registered and beneficial owner of any of the Subject Units (if not the Seller) to deposit such Subject Units to the Offer in accordance with this Lock-Up Agreement.

6.6 Each Seller hereby consents to the disclosure of the substance of this Lock-Up Agreement in any press release and any circular relating to the Offer and to the filing of this Lock-Up Agreement as may be required pursuant to Applicable Securities Laws.

6.7 This Lock-Up Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors, assigns, heirs, executors and personal representatives. This Lock-Up Agreement shall not be assignable by any party without the prior written consent of the other parties.

6.8 Time shall be of the essence of this Lock-Up Agreement.

6.9 If any term, provision, covenant or restriction of this Lock-Up Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Lock-Up Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated and the parties shall negotiate in good faith to modify the agreement to preserve each party's anticipated benefits under this Lock-Up Agreement.

6.10 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if delivered or sent by facsimile transmission as follows:

(a) in the case of a Seller:

c/o Enerflex Systems Income Fund
4700 – 47th Street SE
Calgary, AB T2B 3R1

Attention: J. Blair Goertzen
Fax: 403.720.4385

(b) in the case of Toromont:

3131 Highway 7 West
Concord, ON L4K 1B7

Attention: David C. Wetherald, Vice President, Human Resources and Legal
Fax: 416.667.5555

(c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this Section,

and if so given shall be deemed to have been given and received at the time of receipt (if a business day, if not then on the next succeeding business day) unless actually received after

4:30 p.m. (local time) at the point of delivery in which case it shall be deemed to have been given and received on the next business day.

6.11 This Lock-Up Agreement (together with all other documents and instruments referred to herein) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

6.12 This Lock-Up Agreement shall be governed in all respects, including validity, interpretation and effect, by the Laws of the Province of Ontario and the federal Laws of Canada applicable therein, without giving effect to any principles of conflict of Laws thereof which would result in the application of the Laws of any other jurisdiction.

6.13 Unless otherwise indicated, all dollar amounts referred to in this Lock-Up Agreement are expressed in Canadian dollars.

6.14 Each Seller recognizes and acknowledges that this Lock-Up Agreement is an integral part of Toromont varying the Original Offer as contemplated in the Support Agreement and that Toromont would not proceed with varying the Original Offer unless this Lock-Up Agreement was entered into by each Seller, and that a breach by such Seller of any covenants or other commitments contained in this Lock-Up Agreement will cause Toromont to sustain injury for which it would not have an adequate remedy at law for money damages. Therefore, each Seller agrees that, in the event of any such breach, Toromont shall be entitled to the remedy of specific performance of such covenants or commitments and preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which they may be entitled, at law or in equity, and such Seller further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

This Lock-Up Agreement may be signed in counterparts that together shall be deemed to constitute one valid and binding agreement.

Yours very truly,

TOROMONT INDUSTRIES LTD.

by (signed) Paul Jewer

Name: Paul Jewer

Title: Vice President, Finance and
Chief Financial Officer

by (signed) David Wetherald

Name: David Wetherald

Title: Vice President, Human
Resources and Legal

Irrevocably accepted and agreed to this 17th day of December, 2009.

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) P. John Aldred

P. John Aldred

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) Patrick D. Daniel

Patrick D. Daniel

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) Timothy W. Faithfull

Timothy W. Faithfull

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) J. Blair Goertzen

J. Blair Goertzen

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) Douglas J. Haughey

Douglas J. Haughey

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) Robert B. Hodgins

Robert B. Hodgins

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) Geoffrey F. Hyland

Geoffrey F. Hyland

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) Nancy M. Laird

Nancy M. Laird

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) J. Nicholas Ross

J. Nicholas Ross

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) Robert C. Williams

Robert C. Williams

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) D. James Harbilas

D. James Harbilas

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) Rachel M. Moore

Rachel M. Moore

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) William A. Moore

William A. Moore

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) Steven Dropulich

Steven Dropulich

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) Spencer J. Fried

Spencer J. Fried

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)

Witness

(signed) Gregory Stewart

Gregory Stewart

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)
Witness

(signed) Gerald Allard
Gerald Allard

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)
Witness

(signed) Bradley Beebe
Bradley Beebe

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)
Witness

(signed) Gail Boehm
Gail Boehm

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)
Witness

(signed) Donald Fisher
Donald Fisher

SIGNED, SEALED & DELIVERED
in the presence of:

(signed)
Witness

(signed) Steven Graham
Steven Graham

SCHEDULE A

SELLERS' OWNERSHIP OF SECURITIES OF ENERFLEX AND ENERFLEX LP

Name of Seller	Number of Trust Units	Number of Exchangeable LP Units	Number of Options
1. P. John Aldred	1,118,236	2,508,800	72,000
2. Patrick D. Daniel	8,000	-	-
3. Timothy W. Faithfull	10,000	-	6,400
4. J. Blair Goertzen	155,300	-	354,963
5. Douglas J. Haughey	8,000	-	20,740
6. Robert B. Hodgins	8,000	-	-
7. Geoffrey F. Hyland	8,000	-	-
8. Nancy M. Laird	4,000	-	10,300
9. J. Nicholas Ross	23,696	-	37,170
10. Robert C. Williams	974,714	71,844	22,570
11. D. James Harbilas	7,670	-	154,576
12. Rachel M. Moore	4,384	-	62,368
13. William A. Moore	16,434	-	148,834
14. Steven Dropulich	24,436	-	-
15. Spencer Fried	13,588	-	71,509
16. Gregory Stewart	-	-	20,020
17. Gail Boehm	200	-	38,859
18. Gerald Allard	-	-	25,272
19. Bradley Beebe	-	-	16,366
20. Donald Fisher	-	-	7,000
21. Steven Graham	-	-	23,500