

COURT FILE NUMBER 2001-04485  
 COURT COURT OF QUEEN'S BENCH OF ALBERTA  
 JUDICIAL CENTRE CALGARY  
 PLAINTIFF SANDTON CREDIT SOLUTIONS MASTER FUND IV, LP  
 DEFENDANTS ACCEDE ENERGY SERVICES LTD., ACCEDE FIRE & SAFETY LTD., 1537723 ALBERTA LTD. and ACCESS VALVE LTD.  
 APPLICANT FTI CONSULTING CANADA INC., in its capacity as receiver and manager of ACCEDE ENERGY SERVICES LTD., ACCEDE FIRE & SAFETY LTD., 1537723 ALBERTA LTD. and ACCESS VALVE LTD.



DOCUMENT **APPROVAL AND VESTING ORDER (Sale by Receiver)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

MLT AIKINS LLP  
 Barristers and Solicitors  
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 Attention: Ryan Zahara/Catrina Webster  
 File: 0052752.00002

I hereby certify this to be a true copy of the original ORDER Dated this 26 day of June 2020  
*[Signature]*  
 for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: JUNE 25, 2020

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE C.M. JONES

UPON THE APPLICATION of FTI Consulting Canada Inc., filed on June 18, 2020 (the "Application") in its capacity as the Court-appointed receiver (the "Receiver") of the current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate, including the proceeds thereof, of Accede Energy Services Ltd., Accede Fire & Safety Ltd., 1537723 Alberta Ltd. and Access Valve Ltd. (collectively, the "Debtors"), for an Order: (i) approving the sale transaction (the "Transaction") contemplated by an Asset Purchase Agreement dated June 25, 2020 (the "Purchase Agreement") between the Receiver

and Captive Rentals Ltd., or its nominee (the "**Purchaser**") and appended to the Confidential Addendum to the Receiver's First Report dated June 18, 2020 (the "**Confidential Addendum**"); and (ii) vesting in the Purchaser (or its nominee) Debtors' right, title and interest in and to the assets described in the Purchase Agreement (the "**Purchased Assets**"); **AND UPON HAVING READ** the Application, the Receivership Order granted by the on March 23, 2020 (the "**Receivership Order**"), the Receiver's First Report, the Confidential Addendum, and the Affidavit of Service; **AND UPON IT** appearing that all interested and affected parties have been served with notice of the Application; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. Service of notice of the Application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of the Application, and time for service of the Application is abridged to that actually given.

**APPROVAL OF TRANSACTION**

2. The Transaction is hereby approved and execution of the Purchase Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser or its nominee (as that term is defined in the Purchase Agreement).

**VESTING OF PROPERTY**

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets as listed in **Schedule "B"** hereto, as described in the Purchase Agreement, shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests,

assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. The Transaction is hereby approved and ratified and it is hereby declared that the Transaction is commercially reasonable.
5. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser (or its nominee) clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:
  - (a) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of

this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtors in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Purchase Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
7. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Purchase Agreement.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Closing Certificate pursuant to the Receivership Order.
9. Except as expressly provided for in the Purchase Agreement or by section 5 of the *Alberta Employment Standards Code*, the Purchaser (or its nominee) shall not, by

completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtors.

10. Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by, through or against the Debtors.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtors were entitled.

## MISCELLANEOUS MATTERS

15. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtors; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may

be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

18. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at: [cfcanada.fticonsulting.com](http://cfcanada.fticonsulting.com) and service on any other person is hereby dispensed with.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



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The Honourable Justice C.M. Jones  
Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "A"**

**Form of Receiver's Certificate**

COURT FILE NUMBER	2001-04485
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	SANDTON CREDIT SOLUTIONS MASTER FUND IV, LP
DEFENDANTS	ACCEDE ENERGY SERVICES LTD., ACCEDE FIRE & SAFETY LTD., 1537723 ALBERTA LTD. and ACCESS VALVE LTD.
APPLICANT	FTI CONSULTING CANADA INC., in its capacity as receiver and manager of ACCEDE ENERGY SERVICES LTD., ACCEDE FIRE & SAFETY LTD., 1537723 ALBERTA LTD. and ACCESS VALVE LTD.
DOCUMENT	<b>RECEIVER'S CERTIFICATE</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 2100, 222 3 <sup>rd</sup> Avenue S.W. Calgary, Alberta T2P 0B4 Phone: 403.693.5420 Fax: 403.508.4349 Attention: Ryan Zahara/Catrina Webster File: 0052752.00002

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice K.M. Horner of the Court of Queen's Bench of Alberta (the "**Court**") dated March 23, 2020, FTI Consulting Canada Inc., was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Accede Energy Services Ltd., Accede Fire & Safety Ltd., 1537723 Alberta Ltd. and Access Valve Ltd. (collectively, the "**Debtors**"),
- B. Pursuant to an Order of the Court granted by the Honourable Justice C.M. Jones dated June 25, 2020, the Court approved the agreement of purchase and sale made as of June 25, 2020 (the "**Purchase Agreement**") between the Receiver and Captive Rentals

Ltd. (or its nominee) (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee) (as applicable); and (iii) the Transaction (as such term is defined in the Approval and Vesting Order) has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Purchase Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the closing of the Transaction pursuant to the Purchase Agreement;
2. The conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee) (as applicable); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2020.

**FTI Consulting Canada Inc., In Its Capacity as Receiver and Manager of Accede Energy Services Ltd., Accede Fire & Safety Ltd., 1537723 Alberta Ltd., and Access Valve Ltd.**

**Per:** \_\_\_\_\_

**Name:**

**Title:**

**SCHEDULE "B"**

**DESCRIPTION OF THE PURCHASED ASSETS**

ITEM	Category	UNIT	DESCRIPTION	Additional Description	VIN/SN	NOTES	LOCATION
2210	Office Trailer	CPV-OT-02	2013 TRIPLE E RV 8'X20'6" T/A OFFICE TRAILER PLT#4YE609 W/ A/C, TV, FRIDGE, MICROWAVE, WASHROOM	GOOD CONDITION CVP 4/2020	OT00	2TP2401Y3DW0 23838	ESTEVAN
656	Low Wall Shale Bin	LWS 2014	Low Wall Shale Bin	0	G30Psn.D2- 01324	0	ESTEVAN
2201	Low Wall Shale Bin	LWS 2001	Low Wall Shale Bin	0	LWS00		ESTEVAN
2202	Low Wall Shale Bin	LWS 2002	Low Wall Shale Bin	0	LWS00		ESTEVAN
2203	Low Wall Shale Bin	LWS 2003	Low Wall Shale Bin	0	LWS00		ESTEVAN
2204	Low Wall Shale Bin	LWS 2004	Low Wall Shale Bin	0	LWS00		ESTEVAN
2205	Low Wall Shale Bin	LWS 2005	11'6"X38' SKID MTD LOW WALL SHALE BIN	GOOD CONDITION	LWS00		ESTEVAN
2206	Low Wall Shale Bin	LWS 2006	Low Wall Shale Bin	0	LWS00		ESTEVAN
2208	Low Wall Shale Bin	LWS 2009	DO ALL 11'6"X38' SKID MTD LOW WALL SHALE BIN W/ RAMP (UNUSED)	V-GOOD CONDITION	LWS00		ESTEVAN
2209	Low Wall Shale Bin	LWS 2010	Low Wall Shale Bin	0	LWS00		ESTEVAN
2161	Low Profile Floc	FCT 102	DO ALL 12'X48' SKID MTD 4-COMPT LOW PROFILE FLOC TANK	GOOD CONDITION	FCT00		ESTEVAN
2164	Low Profile Floc	FCT 109	DO ALL 12'X48' SKID MTD 4-COMPT LOW PROFILE FLOC TANK	GOOD CONDITION	FCT00		ESTEVAN
2168	Low Profile Floc	FCT 114	Low Profile Floc Tank	0	FCT00		ESTEVAN
2199	Low Profile Floc	FCT 118	Low Wall Shale Bin	0	LWS00		ESTEVAN
2200	Low Profile Floc	FCT 119	Low Wall Shale Bin	0	LWS00		ESTEVAN
2398	Light Tower	WLT-20006	SA 20 KW ALLMAND, MOBILE PORTABLE LIGHT TOWER	WLT-20	SA2006		ESTEVAN
2401	Light Tower	WLT-20010	SA 20 KW ALLMAND, MOBILE PORTABLE LIGHT TOWER	WLT-20	SA2010		ESTEVAN

ITEM	Category	UNIT	DESCRIPTION	Additional Description	VIN/SN	NOTES	LOCATION
2412	Light Tower	WLT-20025	SA 20 KW ALLMAND, MOBILE PORTABLE LIGHT TOWER	WLT-20	SA2025		ESTEVAN
2346	Insulated BBL Tank	400 SBTI 4501	399 BBL INSULATED SLOPE BOTTOM STEAM COIL TANK INCLUSIVE ENERGY, MFG CODE; CR0119 YR 2012				
2349	Insulated BBL Tank	400 SBTI 4502	400 BBL INSULATED SLOPE BOTTOM STEAM COIL TANK INCLUSIVE ENERGY, MFG CODE; CR0119 YR 2012	0	SBT00	RLS4-1413	ESTEVAN
2350	Insulated BBL Tank	400 SBTI 4503	400 BBL INSULATED SLOPE BOTTOM STEAM COIL TANK INCLUSIVE ENERGY, MFG CODE; CR0145 YR 2012	0	SBT00	RLS4-1546	ESTEVAN
2351	Insulated BBL Tank	400 SBTI 4504	400 BBL INSULATED SLOPE BOTTOM STEAM COIL TANK INCLUSIVE ENERGY, MFG CODE; CR0110 YR 2012	0	SBT00	RLS4-1404	ESTEVAN
2352	Insulated BBL Tank	400 SBTI 4505	2012 AFC SKID MTD 400 BBL ACID LINED INSULATED SLOPE STEAM COIL TANK	GOOD CONDITION	SBT00	RLS4-1740	ESTEVAN
2353	Insulated BBL Tank	400 SBTI 4506	2012 AFC SKID MTD 400 BBL ACID LINED INSULATED SLOPE STEAM COIL TANK	GOOD CONDITION	SBT00	RLS4-1739	ESTEVAN
2356	Insulated BBL Tank	400 SBTI-A-4509	400 BBL INSULATED SLOPE BOTTOM STEAM COIL TANK SS INCLUSIVE ENERGY, MFG CODE; CR0156 YR 2012	0	SBT00	RLS4-1557	ESTEVAN
2358	Insulated BBL Tank	400 SBTI-SS-4513	400 BBL INSULATED SLOPE BOTTOM STEAM COIL TANK SS INCLUSIVE ENERGY, MFG CODE; CR0150 YR 2012	0	SBT00	RLS4-1551	ESTEVAN
2359	Insulated BBL Tank	400 SBTI-SS-4514	400 BBL INSULATED SLOPE BOTTOM STEAM COIL TANK SS INCLUSIVE ENERGY, MFG CODE; CR0205 YR 2012	0	SBT00	RLS4-1726	ESTEVAN

ITEM	Category	UNIT	DESCRIPTION	Additional Description	VIN/SN	NOTES	LOCATION
2360	Insulated BBL Tank	400	400 BBL INSULATED SLOPE BOTTOM STEAM COIL TANK SS INCLUSIVE ENERGY,MFG CODE; CR0146 YR 2012	0	SBT00	RLS4-1547	ESTEVAN
2361	Insulated BBL Tank	400	400 BBL INSULATED SLOPE BOTTOM STEAM COIL TANK SS INCLUSIVE ENERGY, MFG CODE; CR0197 YR 2012	0	SBT00	RLS4-1718	ESTEVAN
2362	Insulated BBL Tank	400	400 BBL INSULATED SLOPE BOTTOM STEAM COIL TANK SS INCLUSIVE ENERGY, MFG CODE; CR0199 YR 2012	0	SBT00	RLS4-1720	ESTEVAN
2363	Insulated BBL Tank	400	400 BBL INSULATED SLOPE BOTTOM STEAM COIL TANK SS INCLUSIVE ENERGY, MFG CODE; CR0174 YR 2012	0	SBT00	RLS4-1575	ESTEVAN
2481	Insulated BBL Tank	400	40' SKIDDED WATER TANK	FLOC00	SLPT202	0	GP
2482	Insulated BBL Tank	400	SLOP TANK FLUID STORAGE	FLOC00	SLPT101	0	GP
2178	High Wall Shale Bin	HWS 303	JAYS 13'X40'X8' HIGH WALL SHALE BIN	GOOD CONDITION	HWS00		ESTEVAN
2182	High Wall Shale Bin	HWS 308	13'2"X40'8' HIGH WALL SHALE BIN	GOOD CONDITION	HWS00		ESTEVAN
2669	Frac Manifold	FM-001	Frac Manifold	TCT-00	D-68065 50888	0	GP
2172	Flare Tank	FET 501	SKID MTD FLARE TANK	GOOD CONDITION	FET00		ESTEVAN
2237	Flare Tank	FET 502	Flare Tank	0	RGM-40-00		ESTEVAN
2223	DBA Booster	Rep409	WILSON TRI-BAND 4G-C AMPLIFIER RIG BOOSTER	0	REP00	2401366	ESTEVAN
2102	Data Hub	DATAHUB040	WI-FI INTERNET DATAHUB JASPER 15879636201	0	DATA00	86886302129453	ESTEVAN
2109	Data Hub	DATAHUB079	WI-FI INTERNET DATAHUB JASPER 15879674612	0	DATA00	86633903016740	ESTEVAN
2112	Data Hub	DATAHUB091	WI-FI INTERNET DATAHUB JASPER 15879655823	0	DATA00	86633903017962	ESTEVAN

ITEM	Category	UNIT	DESCRIPTION	Additional Description	VIN/SN	NOTES	LOCATION
2127	Cement Bin	Enviro 11-002	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2128	Cement Bin	Enviro 11-003	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2129	Cement Bin	Enviro 11-004	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2130	Cement Bin	Enviro 11-005	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2131	Cement Bin	Enviro 11-006	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2132	Cement Bin	Enviro 11-007	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2133	Cement Bin	Enviro 11-008	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2134	Cement Bin	Enviro 11-009	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2135	Cement Bin	Enviro 11-010	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2136	Cement Bin	Enviro 11-011	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2137	Cement Bin	Enviro 11-012	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2138	Cement Bin	Enviro 11-013	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2139	Cement Bin	Enviro 11-014	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2140	Cement Bin	Enviro 11-015	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2141	Cement Bin	Enviro 11-016	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2142	Cement Bin	Enviro 11-017	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2143	Cement Bin	Enviro 11-018	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2144	Cement Bin	Enviro 11-019	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2145	Cement Bin	Enviro 11-020	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2146	Cement Bin	Enviro 11-021	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2147	Cement Bin	Enviro 11-022	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2148	Cement Bin	Enviro 11-023	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2149	Cement Bin	Enviro 11-024	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2151	Cement Bin	Enviro 11-026	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2152	Cement Bin	Enviro 11-027	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2153	Cement Bin	Enviro 11-028	7'9"X20' ENVIRO BIN	GOOD CONDITION	ENVIRO-11-00		ESTEVAN
2154	Cement Bin	Enviro 11-029	ENVIRO BIN	0	ENVIRO-11-00		ESTEVAN
2213	Cement Bin	Enviro 11-031	ENVIRO BIN	GOOD CONDITION	PRK00		ESTEVAN

ITEM	Category	UNIT	DESCRIPTION	Additional Description	VIN/SN	NOTES	LOCATION
2244	8 X 40 Rig Mat	RGM 4014	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2248	8 X 40 Rig Mat	RGM 4034	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2260	8 X 40 Rig Mat	RGM 4059	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2265	8 X 40 Rig Mat	RGM 4081	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2278	8 X 40 Rig Mat	RGM 4088	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2281	8 X 40 Rig Mat	RGM 4063	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2284	8 X 40 Rig Mat	RGM 4075	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2286	8 X 40 Rig Mat	RGM 4069	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2289	8 X 40 Rig Mat	RGM 4079	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2291	8 X 40 Rig Mat	RGM 4087	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2295	8 X 40 Rig Mat	RGM 4019	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2297	8 X 40 Rig Mat	RGM 4008	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2302	8 X 40 Rig Mat	RGM 4056	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2829	8 X 40 Rig Mat	RGM 4044	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2830	8 X 40 Rig Mat	RGM 4091	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2831	8 X 40 Rig Mat	RGM 4064	8 X 40 Rig Mat	0	RGM-40-00		ESTEVAN
2867	8 X 40 Rig Mat	RGM 4067	8 X 40 Rig Mat	0	TRP00		ESTEVAN
	8 X 40 Rig Mat	RGM 4057	8 X 40 Rig Mat				ESTEVAN
	8 X 40 Rig Mat	RGM 4072	8 X 40 Rig Mat				ESTEVAN
2308	8 X 20 Rig Mat	RGM 2020	8 X 20 Rig Mat	0	RIG00	10A100294/ 134100757	ESTEVAN
2309	8 X 20 Rig Mat	RGM 2037	8 X 20 Rig Mat	0	RIG00	134100765/ 134100766	ESTEVAN
2318	400 BBL Tank	SBT 4006	2012 MERIDIAN SKID MTD 400 BBL SLOPE BOTTOM STEAM COIL TANK	GOOD CONDITION	SBT00	6220120438298	ESTEVAN
2319	400 BBL Tank	SBT 4007	2012 MERIDIAN SKID MTD 400 BBL SLOPE BOTTOM STEAM COIL TANK	GOOD CONDITION	SBT00	6220120538352	ESTEVAN
2322	400 BBL Tank	SBT 4012	2012 MERIDIAN SKID MTD 400 BBL SLOPE BOTTOM STEAM COIL TANK	GOOD CONDITION	SBT00	6220120738959	ESTEVAN

ITEM	Category	UNIT	DESCRIPTION	Additional Description	VIN/SN	NOTES	LOCATION
2328	400 BBL Tank	SBT 4019	400 BBL Slope Bottom Steam Coil Tank	0	SBT00		ESTEVAN
2330	400 BBL Tank	SBT 4022	2013 MERIDIAN SKID MTD 400 BBL SLOPE BOTTOM STEAM COIL TANK	GOOD CONDITION	SBT00	6220130743244	ESTEVAN
2337	400 BBL Tank	SBT 4030	2014 MERIDIAN SKID MTD 400 BBL SLOPE BOTTOM STEAM COIL TANK	GOOD CONDITION	SBT00	6220141149215	ESTEVAN
2338	400 BBL Tank	SBT 4031	2014 MERIDIAN SKID MTD 400 BBL SLOPE BOTTOM STEAM COIL TANK	GOOD CONDITION	SBT00	6220141149205	ESTEVAN
2341	400 BBL Tank	SBT 4034	2014 MERIDIAN SKID MTD 400 BBL SLOPE BOTTOM STEAM COIL TANK	GOOD CONDITION	SBT00	6220141149092	ESTEVAN
2342	400 BBL Tank	SBT 4035	400 BBL Slope Bottom Steam Coil Tank	0	SBT00		ESTEVAN
2344	400 BBL Tank	SBT 4037	2014 MERIDIAN SKID MTD 400 BBL SLOPE BOTTOM STEAM COIL ACID TANK	GOOD CONDITION	SBT00	6220141148994	ESTEVAN
2345	400 BBL Tank	SBT 4039	2014 MERIDIAN SKID MTD 400 BBL SLOPE BOTTOM STEAM COIL TANK	GOOD CONDITION	SBT00	6220141148968	ESTEVAN

**SCHEDULE "C"**  
**ENCUMBRANCES**

**SCHEDULE "D"**

**PERMITTED ENCUMBRANCES**

1. Encumbrances related to Taxes and utilities arising by operation of law (statutory or otherwise) which relate to or secure Liabilities that in each case are not yet due or are not in arrears or, if due or in arrears, the validity of which is being contested.
  
2. Liens, security interests and other similar encumbrances arising or incurred in the ordinary course of business or existing on the Purchased Assets and not materially impairing the value of any of the Purchased Assets or the operation or use thereof, or interfering with the rights to the Purchased Assets.