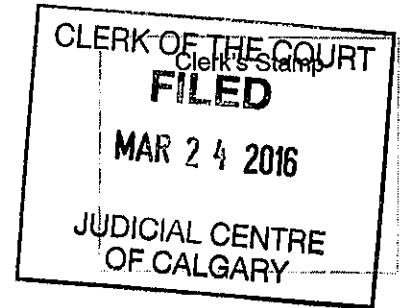


COURT FILE NUMBER 1501-15223
COURT Court of Queen's Bench of Alberta
(In Bankruptcy and Insolvency)
JUDICIAL CENTRE Calgary
PLAINTIFF **CENTURY SERVICES LP,
by its General Partner CENTURY SERVICES INC.**
DEFENDANTS **CHRIS MECHANICAL SERVICES LTD., DUFFY
HOLDINGS LTD. and DUFFY BUILDING
CORPORATION**
DOCUMENT **SEALING ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Fasken Martineau DuMoulin LLP
Barristers and Solicitors
3400 First Canadian Centre
350 – 7 Avenue SW
Calgary, Alberta T2P 3N9**



Attention: Travis Lysak and Theodore Fong
Telephone: (403) 261- 5350
Facsimile: (403) 261-5351
Email: tlysak@fasken.com / tfong@fasken.com
File No.: 261990.17929

NOTICE TO DEFENDANT

DATE ON WHICH ORDER WAS PRONOUNCED: **March 23, 2016**

LOCATION WHERE ORDER WAS PRONOUNCED: **Calgary, Alberta**

NAME OF JUSTICE WHO MADE THIS ORDER: **The Honourable Justice C. M. Jones**

SEALING ORDER

UPON the application of FTI Consulting Canada Inc. in its capacity as the receiver and manager (the "**Receiver**") of the undertaking, property and assets of the Defendant Chris Mechanical Services Ltd. for a Sealing Order; **AND UPON READING** the First Report of the

Receiver dated March 8, 2016 (the "**Report**") and the transactions contemplated thereby; **AND UPON HEARING** from counsel for the Applicant;

IT IS HEREBY ORDERED THAT:

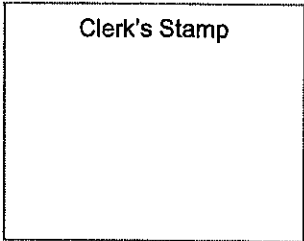
1. The Applicant is directed to file an Amended Application as attached at Schedule "A" to this Order;
2. The Application filed March 10, 2016, the Confidential Appendix "A" to the Report - "Summary of Auction Proposals" ("**Appendix A**") and the un-redacted Appendix "B" to the Report - "Hilco Auction Agreement" dated February 26, 2016 ("**Un-redacted Appendix B**") shall be filed with the Court under seal in an envelope labelled with (a) the style of cause in this action; (b) the following description: "Appendix A and B to the Report dated March 18, 2016"; and (c) the words "Confidential – SUBJECT TO THE ORDER OF THE COURT MADE March 18, 2016", and shall not be opened unless ordered by the Court;
3. The Application filed March 10, 2016, Appendix A and Un-redacted Appendix B are to be sealed in the court file in these proceedings and be segregated from, and not form part of, the public record, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*, until further order of the Court.

" Jans "

J.C.C.Q.B.A.

Schedule "A"

COURT FILE NUMBER 1501-15223
COURT Court of Queen's Bench of Alberta
(In Bankruptcy and Insolvency)
JUDICIAL CENTRE Calgary
PLAINTIFF **CENTURY SERVICES LP,
by its General Partner CENTURY SERVICES INC.**
DEFENDANTS **CHRIS MECHANICAL SERVICES LTD., DUFFY
HOLDINGS LTD. and DUFFY BUILDING
CORPORATION**
DOCUMENT **AMENDED APPLICATION FOR AUCTION APPROVAL
AND VESTING ORDER and SEALING ORDER**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Fasken Martineau DuMoulin LLP**
Barristers and Solicitors
3400 First Canadian Centre
350 - 7 Avenue S.W.
Calgary, Alberta T2P 3N9

Attention: Travis Lysak and Theodore Fong
Telephone: (403) 261- 5350
Facsimile: (403) 261-5351
Email: tlysak@fasken.com / tfong@fasken.com
File No.: 261990.17929

NOTICE TO RESPONDENT(S):

This application is made against you. You are the respondent

You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:

Date: March 18, 2016

Time: 3:00 p.m.

Where: Calgary Court Centre, 601 - 5 Street S.W., Calgary, Alberta, T2P 5P7

Before Whom: Justice K.M. Horner

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. An Auction Approval and Vesting Order substantially in the form attached as **Schedule "A"** hereto, or on such further and other terms as this Court may direct, *inter alia*:
 - (a) approving the activities of FTI Consulting Canada Inc. (the "**Receiver**") as disclosed in the First Report of the Receiver dated March 8, 2016 (the "**Report**");
 - (b) approving the auction agreement between Hilco Acquisitions Canada, ULC (the "**Auctioneer**") and the Receiver, in its capacity as receiver of Chris Mechanical Services Ltd., dated February 26, 2016 (the "**Auction Agreement**"), and authorizing the Receiver to proceed with the transactions contemplated within the Auction Agreement (the "**Asset Sales**");
 - (c) vesting title to the Chris Mechanical Equipment, as defined in the Report (the "**CMS Equipment**"), in any person or persons who purchase any of the CMS Equipment pursuant to the Auction Agreement (a "**Purchaser**") free and clear of all claims, liens and encumbrances; and
 - (d) authorizing the Receiver to disburse and distribute the sale proceeds of the CMS Equipment, net of standard deductions related to the Asset Sales, to Century Services Corp. ("**Century Services**"), less an amount to be held back by the Receiver, in its sole discretion, to complete the remaining administrative tasks in the receivership proceedings;
2. A Sealing Order substantially in the form attached as **Schedule "B"** hereto, or on such further and other terms as this Court may direct; and
3. Such further and other relief as this Court may grant.

Grounds for making this Application:**(A) Receivership of the CMS Group**

4. On December 18, 2015, the Receiver was appointed receiver and manager of all current and future assets, undertakings and properties of the Defendants Chris Mechanical Services Ltd. ("CMS"), Duffy Building Corporation and Duffy Holdings Ltd. (collectively the "CMS Group") pursuant to a Receivership Order granted by Justice C.M. Jones on December 18, 2015 (the "Receivership Order").

(B) The Receiver's Report

5. The Receiver's actions and activities up to the date of this Application are described in the Report, which include, *inter alia*:
 - (a) freezing of the CMS Group's bank accounts;
 - (b) amending the CMS Group's insurance policies;
 - (c) addressing two 30-day good claims pursuant to section 81.1 of the *Bankruptcy Insolvency Act* (Canada);
 - (d) working to collect CMS' accounts receivables;
 - (e) terminating CMS employees, and administering related *Wage Earners Protection Program Act* (Canada) applications; and
 - (f) working with a third party, Catalyst Group, to examine CMS' eligibility for scientific research and experimental development claims.
6. The Receiver's actions and activities are lawful, proper, and consistent with its powers under the Receivership Order.

(C) Auction of CMS Equipment

7. Given the nature of the CMS Equipment, the Receiver concluded that the most efficient and effective way of realizing on the CMS Equipment was through a liquidation auction conducted by a professional liquidator as agent for the Receiver, which will ensure full exposure of these assets to the market.
8. Accordingly the Receiver, pursuant to its authority under the Receivership Order, has engaged the Auctioneer to perform the Asset Sales by marketing and selling the CMS Equipment by way of private auction. The Auction Agreement provides, *inter alia*, that:
 - (a) the Auctioneer will sell the CMS Equipment by no later than April 31, 2016 and that the proceeds of the sale of the CMS Equipment (the “Proceeds”) will be remitted to the Receiver.
9. The Receiver obtained the Auction Agreement by way of a competitive tender process:
 - (a) the Receiver contacted 5 liquidators and requested that they submit proposals for the liquidation of the CMS Equipment;
 - (b) 1 liquidator declined to participate, and another observed the CMS Equipment but declined to enter a proposal;
 - (c) the Receiver assessed 3 proposals (the “Proposals”) based on their terms and projected recovery to the Receiver under various assumptions of gross proceeds of realization; and
 - (d) the Proposals were comparable in terms of potential recoveries, but the proposal submitted by the Auctioneer provided the highest net minimum guarantee which would protect the downside risk to the Asset Sales while leaving the potential for upside.

10. The Receiver is of the view that it has sufficiently marketed the auction sales process to potential auctioneers, and that the Auction Agreement is fair and commercially reasonable in the circumstances.
11. In the circumstances, it is reasonable, fair and appropriate that the Auction Agreement be approved and that the transactions contemplated thereunder be completed.

(D) Vesting of CMS Equipment

12. Following the Asset Sales, the Receiver seeks the Court's approval, in accordance with the Receivership Order, to vest the CMS Equipment to the Purchasers, free and clear of all claims, liens and encumbrances.

(E) Distribution of Proceeds from sale of CMS Equipment

13. Subsequent to the Receivership Order, Century Services LP by its general partner Century Services Inc. assigned all of the indebtedness owed to it by CMS, and the security relating to same (the "**Century Security**"), to Century Services pursuant to an acknowledgement agreement dated December 21, 2015.
14. The Century Security has been reviewed by the Receiver's counsel who has advised that the security creates a valid security interest in favour of Century Services in the right, title and interest of CMS in its real and personal property.
15. In consultation with the Receiver's counsel, based upon the foregoing security review, the Receiver is seeking court approval to make an interim distribution of the Proceeds collected by the Receiver to Century Services (the "**Century Interim Distribution**"), net of standard deductions related to the Asset Sales, less an amount to be held back by the Receiver, in its sole discretion, in order to complete remaining administrative tasks in the receivership proceedings.

(F) Sealing Order

16. The Receiver is of the view that disclosure of the financial terms of the un-redacted Auction Agreement and Proposals may be detrimental to the realization process, and is therefore seeking a Sealing Order in respect of the un-redacted Auction Agreement and Appendix A - "Summary of Auction Proposals" to the Report.

Material or evidence to be relied on:

17. The First Report of the Receiver dated March 8, 2016;
18. Such further and other material as counsel may advise and this Honourable Court may permit.

Applicable rules:

19. Rules 1.3, 1.4, 6.3, and 13.5(2) of the *Rules of Court*; and
20. Such further and other rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and Regulations:

21. *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
22. *Judicature Act*, R.S.A. c. J-2; and
23. Such further and other Acts and Regulations as counsel for the Receiver may advise or this Honourable Court may permit.

Any irregularity complained of or objection relied on:

24. Not applicable.

How the application is proposed to be heard or considered:

25. Before the presiding Justice Karen M. Horner in Commercial Chambers.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicants what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE "A"
AUCTION APPROVAL AND VESTING ORDER

COURT FILE NUMBER 1501-15223

Clerk's Stamp

COURT Court of Queen's Bench of Alberta
(In Bankruptcy and Insolvency)

JUDICIAL CENTRE Calgary

PLAINTIFF **CENTURY SERVICES LP,
by its General Partner CENTURY SERVICES INC.**

DEFENDANTS **CHRIS MECHANICAL SERVICES LTD., DUFFY
HOLDINGS LTD. and DUFFY BUILDING
CORPORATION**

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

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT **Fasken Martineau DuMoulin LLP
Barristers and Solicitors
3400 First Canadian Centre
350 – 7 Avenue SW
Calgary, Alberta T2P 3N9**

Attention: Travis Lysak and Theodore Fong
Telephone: (403) 261- 5350
Facsimile: (403) 261-5351
Email: tlysak@fasken.com / tfong@fasken.com
File No.: 261990.17929

DATE ON WHICH ORDER WAS PRONOUNCED: March 18, 2016

NAME OF JUDGE WHO MADE THIS ORDER: Justice Karen M. Horner

LOCATION OF HEARING: Calgary, Alberta

UPON the application of FTI Consulting Canada Inc. in its capacity as the receiver and manager (the "Receiver") of the undertaking, property and assets of the Defendant Chris Mechanical Services Ltd. (the "Debtor") for an order (i) approving the Offer-Guarantee NMG dated February 26, 2016 (the "Auction Agreement") between the Receiver and Hilco Acquisitions Canada, ULC (the "Auctioneer"), which is appended to the First Report of the Receiver dated March 8, 2016 (the "Report"), and the transactions contemplated thereby; (ii)

providing for the vesting of the Debtor's right, title and interest in and to the Chris Mechanical Equipment, as defined in the Report and listed in the attached Schedule "A" (referred to herein as the "Assets"), in any person or persons who purchase any of the Assets pursuant to the Auction Agreement (a "Purchaser"); and (iii) authorizing the Receiver to disburse and distribute the sale proceeds in respect of the Assets; **AND UPON HAVING READ** the Report; **AND HAVING READ** such other material in the pleadings and proceedings as deemed necessary; **AND UPON HEARING** the submissions of counsel for the Receiver and counsel to other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE AND DEFINITIONS

1. The time for service of the notice of application for this Order is hereby abridged and service of the Application and supporting materials is deemed good and sufficient.

APPROVAL OF RECEIVER'S ACTIONS & AUCTION AGREEMENT

2. The actions of the Receiver to date, as reported in the Report, are hereby approved.
3. The Auction Agreement (including all schedules attached thereto) is hereby approved.
4. Subject to the provisions of this Order and the Receivership Order granted by Justice C.M. Jones on December 18, 2015 (the "Receivership Order"), the Receiver is hereby authorized and directed to take any and all actions as may be necessary or desirable to implement the Auction Agreement. Without limiting the foregoing, the Receiver is authorized to execute any other agreement, contract, deed or any other document, or take any other action, which could be required or useful to give full and complete effect to the Auction Agreement.

MARKETING AND SALE OF ASSETS

5. The Auctioneer is authorized to market and sell the Assets in accordance with the terms of the Auction Agreement (the "Asset Sales"). The Asset Sales shall be free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or

otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively the “**Claims**”) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order; and
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system (collectively the “**Encumbrances**”);

ASSET SALE AND VESTING

- 6. Upon the Auctioneer completing the sale of any of the Assets to a Purchaser, and upon receipt of the purchase price by the Auctioneer and delivery by the Auctioneer of a bill of sale or similar evidence of purchase to such Purchaser (the “**Purchaser Bill of Sale**”):
 - (a) all of the Debtor’s right, title and interest in and to the Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all Claims, and all of the Encumbrances affecting or relating to such Assets shall be expunged and discharged as against such Assets;
 - (b) the Debtor and all persons who claim by, through or under the Debtor in respect of the Assets, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Assets and, to the extent that any such persons remain in possession or control of any of the Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee); and
 - (c) the Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
- 7. Nothing herein shall discharge the obligations of the Auctioneer pursuant to the Auction Agreement or otherwise, or the rights or claims of the Receiver in respect thereof

including, without limitation, the obligations of the Auctioneer to account for and remit the proceeds of the Asset Sales (the “**Sale Proceeds**”) to the Receiver.

8. For the purposes of determining the nature and priority of Claims, the monies payable to the Receiver under the Auction Agreement from the Asset Sales shall stand in the place and stead of the Assets, and from and after the delivery of the Purchaser Bill of Sale, all Claims shall attach to the net Sale Proceeds from the Asset Sales with the same priority as they had with respect to the Assets immediately prior to the sale, as if the 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.
9. From and after the closing of sale of any of the Assets to a Purchaser, the Receiver is authorized to take all such steps as may be necessary to effect the discharge of any security registration or registrations relating to the Claims registered against the Assets, including Encumbrances, as may be necessary, provided that the Receiver shall not be authorized to effect any discharge that would have the effect of releasing any collateral other than the Assets, and the Receiver shall be authorized to take any further steps by way of further application to this Court.
10. Notwithstanding (i) the pendency of these receivership proceedings; (ii) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to such applications; (iii) any assignment in bankruptcy made in respect of the Debtor; or (iv) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances contained in any existing agreement, lease, sub-lease, offer to lease or other arrangement which binds the Debtor, and notwithstanding any provision to the contrary in any such agreement (a “**Third Party Agreement**”):
 - (a) the vesting of the 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 Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment,

fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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; and

- (b) the vesting of the Assets in the Purchaser (or its nominee) pursuant to this Order shall not create nor be deemed to constitute a breach by the Debtor of any Third Party Agreement, and the Purchaser shall not have liability to any person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation, execution, delivery or performance of the transactions contemplated herein.

NET SALE PROCEEDS

- 11. The Receiver is authorized to disburse and distribute the Sale Proceeds to Century Services Corp. (the “**Century Interim Distribution**”), net of standard deductions related to the Asset Sales, less an amount to be held back by the Receiver, in its sole discretion, in order to complete remaining administrative tasks in the receivership proceedings. The Century Interim Distribution shall not exceed the total debt owed to Century Services Corp.

LIMITATION OF LIABILITY

- 12. Subject to the Receivership Order, nothing in this Order shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Assets. The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Assets within the meaning of environmental legislation or pursuant to the terms of the *Bankruptcy and Insolvency Act* (Canada).
- 13. No action lies against the Receiver by reason of this Order or to the performance of any act authorized by this Order.

MISCELLANEOUS MATTERS

- 14. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States 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 orders as to provide such assistance to the Receiver, as an officer of this 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.

15. This Order must be served only upon those interested parties attending or represented at the within Application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
16. The Receiver, the Auctioneer (or its nominee) and any other interested party shall be at liberty to apply for further advice, assistance and directions 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 Asset Sales.

J.C.C.Q.B.A.

**SCHEDULE "A" TO THE
AUCTION APPROVAL AND VESTING ORDER
(Sale by Receiver)**

SCHEDULE III

FTI Consulting Canada Inc. in its capacity as Receiver of CHRIS MECHANICAL SERVICES LTD. and not
in its personal capacity (the "Receiver")

Ref #	Unit #	Description
1		Pallet racking , parts 40' storage container
2		Assorted plywood boxes, pallets , container
3		(2) Steel storage racks c/w steel on the ground, reel
4		2007 Mack model 688S tandem axle coil tubing rig, tilt cab, twin steer, vin: 1M2K197C87M036298 c/w single or double reel capacity, crane, tank, control panel, 40k injector, quick connect hydraulics, hydraulic tool changer, P2 style pumping system, knuckle boom
5		2006 Mack model 688S tandem axle coil tubing rig, tilt cab, twin steer, vin: 1M2K197CX5M027731 c/w single or double reel capacity, Hiab model 0331crane, Hurricane model 908-85 compressor, tank, control panel, 40k injector, quick connect hydraulics, hydraulic tool changer, P2 style pumping system, knuckle boom
6	C-4	2006 Peterbuilt model 378 tri-axle tractor, 18 speed transmission, 18 speed transmission, Vin: 1XP-FDBOX-7-N675721
7	C-5	2006 Peerless tri-axle goose neck coil tubing trailer c/w hydraulically lifted control cab, 80,000 lbs coiled tubing injector, double reel s/n 2PLCO47357BF12840 2006 Peterbuilt model 378 tandem axle tractor, 18 speed transmission, Vin: 1NP-FXBEX-4-7D686482

- C-2 2006 Peerless tri-axle goose neck coil tubing trailer c/w National model 647E hydraulic powered crane & related support equipment, s/n 2PLC046397BF13197
- 8 (5) Lista Parts cabinets, job site tool storage box, shelving c/w contents
- 9 SE039 Caterpillar electric powered forklift, three stage mast, cushion tires,
- 10 ME012 Hyd-Mech model S-20A horizontal metal cutting bandsaw, s/n 8B0109016
- 11 Fume exhauster, (3) Miller 350P welder, (3) Miller welder, Lincoln welder, floor type drill press, steel table,
- 12 Coiled tubing injector CoCo Series
- 13 SE039 Clark propane powered forklift, enclosed cab, two stage mast
- 14 CoCo Goose neck unit
- 15 SE008 Sandblasting cabinet
- 16 SE006 Hotsy pressure washer
- 17 Coiled tubing injector CoCo Series
- 18 Chainfalls, steel, ladders, tables
- 19 SE011 Enclosed Parts Cleaning chamber
- 20 SE048 GMC 3500 pick-up
- 21 Grey shelving & assorted tools, bins & parts
- 22 SE015 Heavy duty shop press c/w electric powered hydraulic power pack

- 23 Coiled tubing injector CoCo Series
- 24 Assorted control gauges etc
- 25 SE073 **GBC model UNI 70B hydraulic tube bender on cart**
- 26 Arbour press c/w stand
- 27 Lista nine drawer storage cabinet c/w solvent cleaning tank
- 28 ME015 **Whacheon FMT 12" x 40" c.c. engine lathe, s/n 0-0007-74**
- 29 ME016 **Andrychow Dalimpex 12" x 72" c.c. engine lathe, s/n n/a**
- 30 ME017 **Tos model SN 500N engine lathe, 16" x 72" c.c., Newall two axis DRO controller, s/n n/a**
- 31 ME013 **Summit 20" x 120" c.c. engine lathe, 4.5" spindle bore, two axis DRO controller**
- 32 Coiled tubing injector CoCo Series
- 33 SE070 **(3) Burr King tumbler sanders**
- 34 ME002 **Jones Shipman surface grinder, drill press, drill bit grinder & tooling on carts**
- 35 ME001 **1978 Tos model FNK25 milling machine c/w dro controller & vise, s/n 24011**
- 36 ME010 **First milling machine, s/n 80101416**
- 37 **Trak model DPM CNC milling machine, s/n 012BF12203**
- 38 ME009 **EL 9 Engraver c/w cart**
- 39 SE046 **Snowblower & lawnmower**

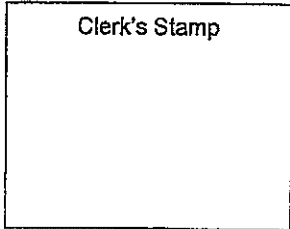
- 40 (7) shop tool carts & (3) Lista storage cabinets
- 41 ME003 2005 Haas model SL-20TARL vertical machining center, 3/60/208/230 volts, 8" chuck, ten station turret, tailstock, chip conveyor c/w APL auto parts loader, s/n 68923
- 42 ME004 2008 Haas model SL-30T turning center, 12 station turret, live tooling, tailstock, 12" chuck, 3/60/208/230 volts, s/n 3081663
- 43 ME006 2005 Haas model Minimill vertical machining center, 3/60/208/240 volts, s/n 41539
- 44 ME005 2004 Haas model TL-2 turning center, 3/60/208/240 volts, s/n 67644
- 45 ME046 2008 Haas model VF-4B vertical machining center, 20 hp, TSC system, 1000 IPM, (24) station tool changer, 3/60/208/240 volts, s/n 1067276
- 46 ME007 2012 Haas model VF-4 vertical machining center, 20 hp, TSC system, 1000 IPM, (24) station tool changer, 40 taper tooling, 3/60/195/260 volts, s/n 1093904
- ME041 Haas 4th axis rotary table
- 47 ME008 2012 Haas model VF-7/50 vertical machining center, (24) station tool changer, 3/60/195/260 volts, s/n 1094720
- ME042 2012 Haas 4th axis rotary head
- 48 ME014 2012 Haas model ST40 turning center, 3/60/195/260 volts, s/n 3092967
- 49 Office furnishings

- 50 **Rofin Starmark laser unit**
- 51 **Barbecue**
- 52 **Gray shelving c/w assorted parts**
- 53 **Intimus unit**
- 54 **Ricoh wide format printer**
- 55 **Assorted office equipment**
- 56 **Ricoh model MP CW 2200 SP copier**
- 57 **Server rack c/w contents**
- 58 **Hotsy pressure washer**
- 59 **Paint booth / Mudu blast booth**
- 60 **MJ 5060G Oven**
- 61 SE012 **Porn hydraulic testing unit**
- 63 SE001 **(2) Shop floor vice's**
- 64 **(2) Roller stand**
- 65 **(12) Extension cords**
- 66 **(14) Welding screens**
- 67 **(2) Mobile scaffolding**
- 68 SE018 **Hydraulic test bench for high pressure**
- 69 SE019 **Swivel test bench**
- 70 SE020 **Hydraulic test bench for low pressure**
- 71 **Transfer pump**
- 72 **(20) Blue shop carts**
- 73 **O/A set c/w cart**

- 74 (24) Fire extinguishers
- 75 Chain assembly press
- 76 Assorted vices, dollies, banding carts, pallet jack,
- 77 Forklift man cage
- 78 Delta chop saw
- 79 Tablesaw
- 80 Battery charger
- 81 Ridgid bandsaw
- 82 Belt sander
- 83 SE049 Tandem axle 20' long bed flat deck trailer
- 84 SE050 Tandem axle 12' long dump trailer
- 85 SE052 Gantry A-frame on castors
- 86 Bench grinder, drill bit sharpner, water tank, pressure washer, bottle cage, gas cans, ladders, battery charger,
- 87 Shrink fast heat gun
- 88 Welding table
- 89 Time clock, barrel lifter, tester units

SCHEDULE "B"
SEALING ORDER

COURT FILE NUMBER 1501-15223
COURT Court of Queen's Bench of Alberta
(In Bankruptcy and Insolvency)
JUDICIAL CENTRE Calgary
PLAINTIFF **CENTURY SERVICES LP,
by its General Partner CENTURY SERVICES INC.**
DEFENDANTS **CHRIS MECHANICAL SERVICES LTD., DUFFY
HOLDINGS LTD. and DUFFY BUILDING
CORPORATION**
DOCUMENT **SEALING ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Fasken Martineau DuMoulin LLP
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3400 First Canadian Centre
350 – 7 Avenue SW
Calgary, Alberta T2P 3N9**



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File No.: 261990.17929

NOTICE TO DEFENDANT

DATE ON WHICH ORDER WAS PRONOUNCED: **March 18, 2016**

LOCATION WHERE ORDER WAS PRONOUNCED: **Calgary, Alberta**

NAME OF JUSTICE WHO MADE THIS ORDER: **The Honourable Justice K.M. Horner**

SEALING ORDER

UPON the application of FTI Consulting Canada Inc. in its capacity as the receiver and manager (the "Receiver") of the undertaking, property and assets of the Defendant Chris Mechanical Services Ltd. for a Sealing Order; **AND UPON READING** the First Report of the

Receiver dated March 8, 2016 (the "Report") and the transactions contemplated thereby; AND UPON HEARING from counsel for the Applicant;

IT IS HEREBY ORDERED THAT:

1. The Confidential Appendix "A" to the Report - "Summary of Auction Proposals" ("Appendix A") and the un-redacted Appendix "B" to the Report - "Hilco Auction Agreement" dated February 26, 2016 ("Un-redacted Appendix B") shall be filed with the Court under seal in an envelope labelled with (a) the style of cause in this action; (b) the following description: "Appendix A and B to the Report dated March 18, 2016"; and (c) the words "Confidential – SUBJECT TO THE ORDER OF THE COURT MADE March 18, 2016", and shall not be opened unless ordered by the Court; and
2. Appendix A and Un-redacted Appendix B are to be sealed in the court file in these proceedings and be segregated from, and not form part of, the public record, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*, until further order of the Court.

J.C.C.Q.B.A.