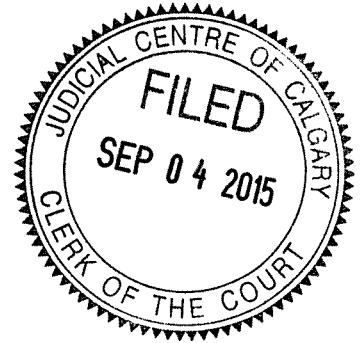


I hereby certify this to be a true copy of
the original Order

Dated this 4th day of September, 2015

[Signature]
for Clerk of the Court

Clerk's stamp:



COURT FILE NUMBER	1501-02652
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY
PLAINTIFF	PACER CONSTRUCTION HOLDINGS CORPORATION
DEFENDANT	PACER PROMEC ENERGY CORPORATION AND PACER PROMEC ENERGY CONSTRUCTION CORPORATION
DOCUMENT	Order (re: Approval and Vesting Order – Auction Sale)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DENTONS CANADA LLP Bankers Court 15 th Floor, 850 - 2 nd Street S.W. Calgary, Alberta T2P 0R8 Attention: David W. Mann / David LeGeyt Ph. (403) 268-7097/3075 Fx. (403) 268-3100 File No.: 548476-5
DATE ON WHICH ORDER WAS PRONOUNCED	September 4, 2015
LOCATION WHERE ORDER WAS PRONOUNCED	Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER	Honourable Madam Justice K.M. Horner

UPON the application of FTI Consulting Canada Inc., in its capacity as receiver manager (the "**Receiver**") of Pacer Promec Energy Corporation and Pacer Promec Energy Construction Corporation (collectively, "**PPEC**") in these proceedings; **AND UPON** having read the Application of the Receiver, dated August 21, 2015, the Second Report of the Receiver, dated August 19, 2015 (the "**Second Report**"), the Affidavit of Gail Wheatley, dated August 31, 2015 (the "**Service Affidavit**"), and such other material in the pleadings and proceedings as deemed necessary; **AND UPON** hearing counsel for the Receiver and other interested parties; **IT IS HEREBY ORDERED AND DECLARED THAT:**

Service

1. The time for service of notice of this application is abridged to the time actually given and service of the Application and supporting material as described in the Service Affidavit is good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.
2. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Second Report and the following terms shall have the following meaning:

- (a) **“Liquidation Agreement”** means the letter agreement between the Receiver and Century Services Inc. dated July 24, 2015;
- (b) **“Assets”** means the assets sold pursuant to the Liquidation Agreement, and **“Asset”** means any of them;
- (c) **“Net Proceeds”** means the proceeds from the sale of the Assets, less all reasonable and ordinary costs as outlined in the Liquidation Agreement, including without limitation, goods and services and other applicable sales taxes, merchant charges relating to payments by debit or credit cards, taxes, commissions, and applicable disbursements;
- (d) **“PPEC”** means, collectively, Pacer Promec Energy Corporation and Pacer Promec Energy Construction Corporation; and
- (e) **“Purchaser”** means any person or persons who purchase an Asset pursuant to the Liquidation Agreement or at an auction sale held in accordance with the Liquidation Agreement.

Approval of Sale and Vesting of the Assets

- 3. The Receiver is hereby authorized and directed to execute all deeds, documents, and agreements, and to do all things reasonably necessary to complete the transfer of the Assets pursuant to the terms of the Liquidation Agreement and carry out the terms of this Order. The sale and transfer of the Assets to the Purchaser in accordance with the terms of the Liquidation Agreement is hereby authorized and approved
- 4. Upon the Receiver delivering a certificate (the **“Receiver’s Certificate”**) in the form attached hereto as Schedule “A” certifying that the sale of the Assets has closed in accordance with the terms of the Liquidation Agreement and all purchase monies due and owing in respect of such sale have been tendered to the Receiver, then:
 - (a) the Assets shall be vested in the name of the Purchaser free of all estate, right, title, interest, royalty, rental, and equity of redemption of PPEC and all persons who claim by, through or under PPEC in respect of the Assets;
 - (b) PPEC and all persons who claim by, through or under PPEC 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 person remains in possession or control of any of the Assets, they shall forthwith deliver possession of same to the Purchaser or its nominee; and
 - (c) the Purchaser shall be entitled to enter into and upon, hold and enjoy the Asset for its own use and benefit without any interference of or by PPEC, or any person claiming by or through or against PPEC.
- 5. The Receiver is authorized and empowered, in respect of the Assets, to execute and deliver such additional, related and ancillary documents and assurances governing or giving effect to the transfer of the Assets, which, in the Receiver’s discretion are reasonably necessary or advisable to conclude the transactions contemplated in or in furtherance of the transfer of the Assets and/or this Order.

6. Upon the filing of the Receiver's Certificate, the Receiver shall discharge, or authorize the discharge of, any security registration or registrations in the Personal Property Registry of the Province of Alberta, or equivalent registry in any other Province or Territory of Canada, as may be required to properly convey clear title in the Assets to the Purchaser.
7. Upon the filing of the Receiver's Certificate, the Net Proceeds shall be held by the Receiver in the place and stead of the Assets transferred pursuant to this Order, and not disbursed to any party without the consent of the Receiver or upon further Order of this Honourable Court (the "**Claims Reserve**").
8. All claims of whatsoever nature or kind, including without limitation, all, liens, claims, encumbrances, mortgages, proprietary claims, trust claims, lease claims, royalty claims, and other interests, (the "**Claims**") shall attach solely to the Claims Reserve with the same validity, priority and in the same amounts and subject to the same defences that were or may have been available when the Claims were attached to the Asset itself.

Miscellaneous

9. Any conveyance or transfer of the Assets made pursuant to the provisions of this Order shall be valid and enforceable and not be rendered invalid or unenforceable and the rights and remedies of the parties thereto shall not otherwise be limited or impaired in any way by: (i) the pendency of these receivership proceedings and the declaration of PPEC's insolvency made herein; (ii) any Bankruptcy Order sought or issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") in respect of PPEC; or (iii) 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 PPEC (a "**Third Party Agreement**"), and notwithstanding any provision to the contrary in any Third Party Agreement:
 - (a) the transaction contemplated hereby shall not create or be deemed to constitute a breach by PPEC of any Third Party Agreement to which they are a party; and
 - (b) 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 any transaction contemplated hereby.
10. Notwithstanding (i) the pendency of these proceedings and the declaration of PPEC's insolvency made herein, (ii) any Bankruptcy Order sought or issued pursuant to the BIA in respect of PPEC, and (iii) the provisions under the BIA, or any other applicable federal or provincial legislation or common law, the purchase and transaction contemplated hereby shall constitute legal, valid and binding obligations of PPEC enforceable against it in accordance with the terms thereof, and no transaction contemplated herein will be void or voidable at the instance of creditors and claimants and do not constitute nor shall they be deemed to constitute settlements, fraudulent preferences, assignments, fraudulent conveyances, oppressive conduct, or other reviewable transactions under the BIA, or any other applicable federal or provincial legislation or common law.
11. The Receiver, the Purchaser, or any interested party may apply to this Court for advice and direction on notice to any party likely to be affected by the Order sought or on such notice as this Court directs.

General

12. The Receiver shall serve, by courier, facsimile transmission, e-mail transmission, or ordinary post, a copy of this Order on all parties present at this application and on all parties who received notice of this application or who are presently on the service list established in these proceedings, and service on any or all other parties is hereby dispensed with. Service affected as aforesaid shall be good and sufficient service.

"K.M. Horner"

Justice of the Court of Queen's Bench of Alberta

SCHEDULE A
RECEIVER'S CERTIFICATE

Clerk's stamp:

COURT FILE NUMBER 1501-02652
COURT OF QUEEN'S
BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF **PACER CONSTRUCTION HOLDINGS CORPORATION**
DEFENDANT **PACER PROMEC ENERGY CORPORATION AND PACER
PROMEC ENERGY CONSTSTRUCTION CORPORATION**

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **DENTONS CANADA LLP**
Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8
Attention: David W. Mann / David LeGeyt
Ph. (403) 268-7097/3075 Fx. (403) 268-3100
File No.: 548476-5

RECEIVER'S CERTIFICATE

WHEREAS the Order of the Honourable Justice K.M. Horner, made in these proceedings on September 4, 2015 (the "**Order**"), authorizes FTI Consulting Canada Inc., the Receiver in these proceedings, to issue a Receiver's Certificate in respect of the sale of the Assets;

NOW THEREFORE by filing this Receiver's Certificate within these proceedings the Receiver hereby certifies that:

1. All capitalized terms used in this Receiver's Certificate shall have the meaning ascribed to them in the Order unless otherwise defined herein.
2. I am an authorized officer of FTI Consulting Canada Inc., the Receiver in these proceedings.
3. I have reviewed the circumstances surrounding the sale of the Assets and certify as follows:
 - (a) The sale of the Assets has been completed substantially in accordance with the terms of the Liquidation Agreement; and
 - (b) All purchase monies due and owing in respect of the Asset sale have been tendered to the Receiver, or its legal counsel, pursuant to the Liquidation Agreement.

4. I make this certificate pursuant to the provisions of the Order, knowing it to be true after having made due inquiry, and not in my personal capacity.

DATED at Calgary, Alberta, this ____ day of _____, 2015.

**FTI CONSULTING CANADA INC., in its
capacity as receiver and manager of the
current and future assets, undertakings and
properties of PACER PROMEC ENERGY
CORPORATION and PACER PROMEC
ENERGY CONSTRUCTION CORPORATION**

Per: