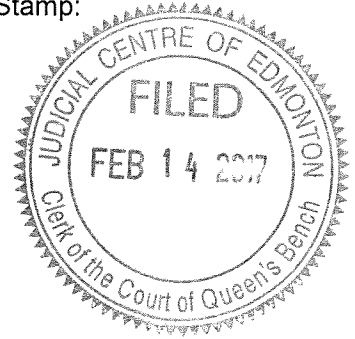


Clerk's Stamp:



COURT FILE NUMBER

1603 16074

COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

THE TORONTO DOMINION BANK

DEFENDANTS

TARTAN CONTROLS INC., TARTAN
COMPLETION SYSTEMS INC., TARTAN
CONTROLS CORP. and MILES MCGILLIVRAY
also known as MILES MCGILLIVRAY

DOCUMENT

SALE APPROVAL AND VESTING ORDER
(PERSONAL PROPERTY) AND TEMPORARY
SEALING ORDER (TCC)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

Brian W. Summers
Dentons Canada LLP
2900 Manulife Place
10180 – 101 Street
Edmonton, Alberta T5J 3V5
Phone: 780.423.7312 Fax: 780.423.7276
File No.: 174886-46/BWS

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


Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: Tuesday, February 14, 2017

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. P. Belzil

LOCATION: EDMONTON

UPON the application of PricewaterhouseCoopers Inc., in its capacity as court-appointed receiver (the "**Receiver**") of Tartan Controls Corp. ("**TCC**") and all of TCC's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**TCC Property**") under the Receivership Order granted by the Honourable Justice S.D. Hillier dated September 28, 2016 (the "**Receivership Order**"), for an Order (i) approving the sale transaction (the "**TCC Transaction**") contemplated by the Asset Purchase Agreement effective February 9, 2017 (the "**TCC Sale Agreement**") between the Receiver as receiver of TCC, and not in its personal or corporate capacity, and Eastar Premium Pipe Inc. (the "**Purchaser**"); (ii) vesting in the Purchaser all of the right, title and interest of TCC in and to the assets described therein ("Purchased Assets") free and clear of all Claims (as defined below) and (iii) granting related relief; AND UPON reviewing the First Report of the Receiver dated February 6, 2017 (the "**First Report**") and the Second Report of the Receiver dated February 10, 2017 (the

"Second Report"), AND UPON hearing from counsel for the Receiver and counsel for other interested persons; AND UPON it appearing that the sale of the Purchased Assets under the TCC Sale Agreement is in the best interests of the creditors of TCC; AND UPON noting that an order restricting access to the unfiled Confidential Appendices being the TCC Sale Agreement and the Receiver's Estimated Realization Analysis with respect to TCC Property (which are collectively called "Confidential Appendices") is appropriate in these circumstances; AND UPON noting that the benefits of an order restricting access to these aforementioned documents before closing of the sale outweigh the deleterious effects on the right to free expression;

IT IS HEREBY ORDERED, ADJUDGED AND DECLARED THAT:

SERVICE

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

APPROVAL OF THE ACTIVITIES OF THE RECEIVER

2. The manner in which the Receiver has dealt with the TCC Property as set out in the Second Report is hereby approved.
3. The actions, conduct and activities of the Receiver in respect of the TCC Property as outlined in the Second Report.

DEFINED TERMS

4. All capitalized terms not defined herein shall have the respective meanings ascribed to them in the TCC Sale Agreement.

APPROVAL OF TRANSACTION

5. The TCC Transaction is hereby approved, and the execution of the TCC Sale Agreement by the Receiver is hereby authorized, approved and ratified, and it is hereby declared that the TCC Sale Agreement and any other agreements delivered in connection with the TCC Sale Agreement are validly executed and commercially reasonable.
6. The Receiver is hereby authorized and directed to conclude the TCC Transaction on the terms as set out in the TCC Sale Agreement and to take all such steps and execute all such documents as may reasonably be necessary to complete the transactions contemplated therein substantially in accordance with its terms, subject to such amendments as the parties thereto may approve which do not materially and adversely alter the TCC Transaction.

VESTING OF PURCHASED ASSETS

7. 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 Certificate"**), all of the right, title and interest of TCC in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** hereto shall, without further instrument of transfer or assignment, vest in

the Purchaser, absolutely and forever, free and clear of and from any and all claims, estate, right, title, interest, and liens by, through or under any of TCC, including but not limited to, claims, hypothecs, interests, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory, registered or otherwise), options, agreements, disputes, debts, debentures, easements, covenants, caveats, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of TCC whether or not they have attached or been perfected, registered or filed, whether secured, unsecured, registered or otherwise, whether by payment, set or otherwise, whether liquidated, unliquidated or contingent (all of the foregoing being collectively referred to hereinafter as the "**Claims**"), and whether such Claims came into existence prior to, subsequent to, or as a result of any previous order of this Court, by or of all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executives, administrators or other legal representatives (collectively, the "**Claimants**"), including for greater certainty and without limiting the generality of the foregoing: (i) the Claims held by or in favour of the individuals and entities served (either directly or through their solicitors) with notice of this Application; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order of this Court in these proceeding, including, without limiting the generality of the foregoing:

- (a) Any encumbrances or charges created by the Receivership Order including, without limitation, the Receiver's Charge (as defined in the Receivership Order) and Receiver's Borrowings Charge (as defined in the receivership Order); and
- (b) All charges, security interests or Claims evidenced by registration, filing or publication pursuant to the Personal Property Security Act, RSA 2000, c P-7 (the "**PPSA**") or any other personal registry system,

for greater certainty, this Court orders that all of the encumbrances affecting or relating to the Purchased Assets and all charges, security interests and claims evidenced by registrations pursuant to the PPSA are expunged, vacated, and otherwise unconditionally ordered removed, discharged and terminated as against the Purchased Assets, in each case effective as of the applicable date and time of the Receiver's Certificate.

- 8. For greater certainty, the Purchased Assets described in the TCC Sale Agreement and listed on Schedule "B" hereto shall exclude the Excluded Assets as defined in the TCC Sale Agreement.
- 9. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.
- 10. No further authorization or approval or any other action by any authority or regulatory body in Canada exercising jurisdiction over the Purchased Assets shall be required for the closing and post-closing implementation of the TCC Transaction contemplated in the Sale Agreement.

RECOGNITION ORDER FROM THE UNITED STATES OF AMERICA

11. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction 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 such courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and 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. More specifically, and not to limit the generality of the foregoing, this Court respectfully requests an order allowing and authorizing the Receiver to take all steps necessary to complete the TCC Transaction and thereupon to vest all right, title and interest of TCC in the Purchased Assets in the Purchaser, free and clear of any interest whatsoever.
12. The Purchaser 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 any person claiming by or through or against TCC or the Receiver.
13. TCC and all persons or entities who claim by, through or under TCC in respect of the Purchased Assets shall stand absolutely and forever barred, estopped, and foreclosed from and permanently enjoined from pursuing, asserting, or claiming any and all estate, right, title, interest, royalty, rental, equity of redemption, or Claim in respect of or to the Purchased Assets and, to the extent that any such persons or entities remain in possession or control of any of the Purchased Assets, or any artifacts or any 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.

CANCELLATION OF SECURITY REGISTRATION

14. Upon delivery of the Receiver's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, the appropriate governmental authorities (which shall include the Registrar of Alberta's Personal Property Registry) are hereby directed to register such transfers, assignments, interest authorizations, discharges, discharge statements of conveyances, as may be required to convey clear title to the Purchased Assets to the Purchaser.
15. In order to affect the discharges and transfers described above this Court requests that the governmental authorities each take such steps as are necessary to give effect to the terms of this Order and the TCC Sale Agreement authorized herein. Presentment of this Order and a copy of the Receiver's Certificate shall be the sole and sufficient authority of the governmental authorities to make and register the said transfers and cancel and discharge the registrations of Claims and any encumbrances on the Purchased Assets.
16. Nothing herein shall require deletion or amendment to the registration in Alberta's Personal Property Registry in favour of the Toronto Dominion Bank as Registration number 15060932264.

NET PROCEEDS

17. From and after the delivery of the Receiver's Certificate, any and all Claims of any Claimants in any or all of the Purchased Assets shall vest in the place and in the stead thereof in and to the net sale proceeds of the sale of the Purchased Assets, in the same priorities as existed prior to the granting of this Order, after payment in full of all reasonable costs, charges and expenses, including without limitation, all professional fees and disbursements incurred by the Receiver on a solicitor and his own client full indemnity basis, in connection with the Receivership Order or the TCC Transaction, and subject to the priority of the Court ordered charges provided in the Receivership Order.
18. From and after the delivery of the Receiver's Certificate, the Purchaser shall have no liability of any kind whatsoever to any Claimants in respect of any Claims they may have against the TCC or the Purchased Assets.
19. The TCC Transaction shall not be void or voidable at the instance of Claimants and shall not constitute nor shall be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other challengeable or reviewable transaction under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") or any other applicable federal or provincial legislation, and the TCC Transaction, or any actions taken in connection therewith, shall not constitute conduct meriting an oppression remedy.
20. Nothing in this Order shall prejudice any person's *in personam* claim against TCC.
21. The Receiver is hereby authorized and directed to:
 - (a) perform the covenants in the TCC Sale Agreement substantially in accordance with their terms and conditions, subject to such amendments as the Receiver and the Purchaser may approve which do not materially and adversely alter the Transaction, including without limitation, reasonable extensions of the closing date; and
 - (b) execute all deeds and documents, and to take all such steps as may be necessary or advisable in the sole discretion of the Receiver to consummate the TCC Transaction.

SEALING ORDER

22. The Confidential Appendices in the Report (being Appendices A and C) shall immediately be sealed by the Clerk of the Court, kept confidential and not form part of the public record, and not be available for public inspection unless and until filing of the Receiver's Certificate evidencing the closing the Transaction pursuant to this Order, or otherwise ordered by this Court, upon seven days' notice to all interested parties.
23. The Clerk of the Court is hereby directed to place the sealed Confidential Appendices separate and apart from all other contents of the Court file in a sealed envelope attached to a notice that sets out the title to these proceedings, the aforementioned description of the documents contained therein and a statement that the contents of the envelope are sealed pursuant to this Order.

MISCELLANEOUS MATTERS

24. Service of this Order may be effected upon those persons (directly or through legal counsel) who were served with a copy of the Application for this Order by facsimile or electronic mail, and such service shall constitute good and sufficient service. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
25. Service on any other person is hereby dispensed with.
26. The Receiver is at liberty to reapply for further advise, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

" R. P. Belzil "

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

Schedule "A"

TO THE SALE APPROVAL AND VESTING ORDER (PERSONAL PROPERTY) GRANTED BY THE
HONOURABLE JUSTICE R. P. BELZIL DATED FEBRUARY 14, 2017

RECEIVER'S CERTIFICATE

COURT FILE NUMBER	1603 16074
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
APPLICANT	PRICEWATERHOUSECOOPERS INC. in its capacity as Receiver of TARTAN CONTROLS INC. and TARTAN CONTROLS CORP.
DOCUMENT	RECEIVER'S CERTIFICATE (TCC)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Brian W. Summers Dentons Canada LLP 2900 Manulife Place 10180 – 101 Street Edmonton, Alberta T5J 3V5 Phone: 780.423.7312 Fax: 780.423.7276 File No.: 174886-46/BWS

RECITALS

A. Pursuant to an Order of the Honourable Justice S.D. Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated September 28, 2016, PricewaterhouseCoopers Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of Tartan Controls Inc. ("**TCI**") and Tartan Controls Corp. ("**TCC**"), (collectively the "**Company**").

B. Pursuant to an Order of the Court dated February 14, 2017, the Court approved the Asset Purchase Agreement of purchase and sale made as of February 9, 2017 (the "**TCC APA**") between the Receiver and Eastar Premium Pipe Inc. ("**Eastar**") or its nominee purchaser (the "**Purchaser**"), and provided for the vesting in the Purchaser of TCC's right, title and interest in and to the assets of TCC described in the APA (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 section 9 of the APA have been satisfied or waived by the Receiver and the Purchaser; and (iii) the TCC Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the APA.

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 Date pursuant to the TCC APA;
2. The conditions to Closing as set out in section 9 of the APA have been satisfied or waived by the Receiver and the Purchaser (or its nominee);
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at _____ on _____, 2017.

PRICEWATERHOUSECOOPERS INC., in its capacity as
Receiver of the undertaking, property and assets of
Tartan Controls Inc. and Tartan Controls Corp. and
not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B"

TO THE SALE APPROVAL AND VESTING ORDER (PERSONAL PROPERTY) GRANTED BY THE
HONOURABLE JUSTICE R.P. BELZIL DATED FEBRUARY 14, 2017

PURCHASED ASSETS

SCHEDULE "B"

TO THE ASSETS PURCHASE AGREEMENT DATED FEBRUARY 10, 2017 BETWEEN PRICEWATERHOUSECOOPERS INC., IN ITS CAPACITY AS RECEIVER OF TARTAN CONTROLS CORP. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY (THE "**VENDOR**") AND EASTAR PREMIUM PIPE INC. (THE "**PURCHASER**")

PURCHASED ASSETS

1. Assets of Tartan Controls Corp.

All the assets, properties and undertaking of TCC used in the United States and located at the premises of TCC at 2327 Colman Circle, Casper, Wyoming and Suite 2800S, 600-17 Street, Denver, Colorado as of the Closing Date in connection with the Business of TCC including but not limited to:

- (a) the capital assets of TCC for the period ending September 28, 2016 as listed in a form attached to this Schedule as Appendix "I" (Capital Assets of TCC); and
- (b) the intellectual property owned by TCC including the related designs, drawings, data sheets and any electronic versions of such materials; and
- (c) all other assets of TCC including:
 - (i) all prepaid expenses;
 - (ii) assumed contracts,
 - (iii) inventory, books and records,
 - (iv) all rights under non-disclosure and confidentiality, non-compete, or non-solicitation agreements with employees and agents of TCC or with third parties to the extent assignable and related to the business of TCC;
 - (v) all rights of TCC under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to products sold, or services provided, to TCC or to the extent affecting any Purchased Assets; and
 - (vi) all goodwill and other intellectual property and intangible assets, undertakings and properties of TCC associated with the Business of TCC and the Purchased Assets.

[illegible][illegible]

Job Name	Job Number	Job Description	Job Status	Job Type	Job Category	Job Location	Job Start Date	Job End Date	Job Duration	Job Cost	Job Revenue	Job Profit	Job Margin
Job 1	1001	Job 1 Description	Completed	Residential	General	Job 1 Location	2020-01-01	2020-01-31	30 Days	1000	1200	200	20%
Job 2	1002	Job 2 Description	In Progress	Commercial	General	Job 2 Location	2020-02-01	2020-02-28	28 Days	2000	2400	400	20%
Job 3	1003	Job 3 Description	On Hold	Residential	General	Job 3 Location	2020-03-01	2020-03-31	31 Days	3000	3600	600	20%
Job 4	1004	Job 4 Description	Completed	Commercial	General	Job 4 Location	2020-04-01	2020-04-30	30 Days	4000	4800	800	20%
Job 5	1005	Job 5 Description	In Progress	Residential	General	Job 5 Location	2020-05-01	2020-05-31	31 Days	5000	6000	1000	20%
Job 6	1006	Job 6 Description	On Hold	Commercial	General	Job 6 Location	2020-06-01	2020-06-30	30 Days	6000	7200	1200	20%
Job 7	1007	Job 7 Description	Completed	Residential	General	Job 7 Location	2020-07-01	2020-07-31	31 Days	7000	8400	1400	20%
Job 8	1008	Job 8 Description	In Progress	Commercial	General	Job 8 Location	2020-08-01	2020-08-31	31 Days	8000	9600	1600	20%
Job 9	1009	Job 9 Description	On Hold	Residential	General	Job 9 Location	2020-09-01	2020-09-30	30 Days	9000	10800	1800	20%
Job 10	1010	Job 10 Description	Completed	Commercial	General	Job 10 Location	2020-10-01	2020-10-31	31 Days	10000	12000	2000	20%
Job 11	1011	Job 11 Description	In Progress	Residential	General	Job 11 Location	2020-11-01	2020-11-30	30 Days	11000	13200	2200	20%
Job 12	1012	Job 12 Description	On Hold	Commercial	General	Job 12 Location	2020-12-01	2020-12-31	31 Days	12000	14400	2400	20%
Job 13	1013	Job 13 Description	Completed	Residential	General	Job 13 Location	2021-01-01	2021-01-31	31 Days	13000	15600	2600	20%
Job 14	1014	Job 14 Description	In Progress	Commercial	General	Job 14 Location	2021-02-01	2021-02-28	28 Days	14000	16800	2800	20%
Job 15	1015	Job 15 Description	On Hold	Residential	General	Job 15 Location	2021-03-01	2021-03-31	31 Days	15000	18000	3000	20%
Job 16	1016	Job 16 Description	Completed	Commercial	General	Job 16 Location	2021-04-01	2021-04-30	30 Days	16000	19200	3200	20%
Job 17	1017	Job 17 Description	In Progress	Residential	General	Job 17 Location	2021-05-01	2021-05-31	31 Days	17000	20400	3400	20%
Job 18	1018	Job 18 Description	On Hold	Commercial	General	Job 18 Location	2021-06-01	2021-06-30	30 Days	18000	21600	3600	20%
Job 19	1019	Job 19 Description	Completed	Residential	General	Job 19 Location	2021-07-01	2021-07-31	31 Days	19000	22800	3800	20%
Job 20	1020	Job 20 Description	In Progress	Commercial	General	Job 20 Location	2021-08-01	2021-08-31	31 Days	20000	24000	4000	20%
Job 21	1021	Job 21 Description	On Hold	Residential	General	Job 21 Location	2021-09-01	2021-09-30	30 Days	21000	25200	4200	20%
Job 22	1022	Job 22 Description	Completed	Commercial	General	Job 22 Location	2021-10-01	2021-10-31	31 Days	22000	26400	4400	20%
Job 23	1023	Job 23 Description	In Progress	Residential	General	Job 23 Location	2021-11-01	2021-11-30	30 Days	23000	27600	4600	20%
Job 24	1024	Job 24 Description	On Hold	Commercial	General	Job 24 Location	2021-12-01	2021-12-31	31 Days	24000	28800	4800	20%
Job 25	1025	Job 25 Description	Completed	Residential	General	Job 25 Location	2022-01-01	2022-01-31	31 Days	25000	30000	5000	20%
Job 26	1026	Job 26 Description	In Progress	Commercial	General	Job 26 Location	2022-02-01	2022-02-28	28 Days	26000	31200	5200	20%
Job 27	1027	Job 27 Description	On Hold	Residential	General	Job 27 Location	2022-03-01	2022-03-31	31 Days	27000	32400	5400	20%
Job 28	1028	Job 28 Description	Completed	Commercial	General	Job 28 Location	2022-04-01	2022-04-30	30 Days	28000	33600	5600	20%
Job 29	1029	Job 29 Description	In Progress	Residential	General	Job 29 Location	2022-05-01	2022-05-31	31 Days	29000	34800	5800	20%
Job 30	1030	Job 30 Description	On Hold	Commercial	General	Job 30 Location	2022-06-01	2022-06-30	30 Days	30000	36000	6000	20%
Job 31	1031	Job 31 Description	Completed	Residential	General	Job 31 Location	2022-07-01	2022-07-31	31 Days	31000	37200	6200	20%
Job 32	1032	Job 32 Description	In Progress	Commercial	General	Job 32 Location	2022-08-01	2022-08-31	31 Days	32000	38400	6400	20%
Job 33	1033	Job 33 Description	On Hold	Residential	General	Job 33 Location	2022-09-01	2022-09-30	30 Days	33000	39600	6600	20%
Job 34	1034	Job 34 Description	Completed	Commercial	General	Job 34 Location	2022-10-01	2022-10-31	31 Days	34000	40800	6800	20%
Job 35	1035	Job 35 Description	In Progress	Residential	General	Job 35 Location	2022-11-01	2022-11-30	30 Days	35000	42000	7000	20%
Job 36	1036	Job 36 Description	On Hold	Commercial	General	Job 36 Location	2022-12-01	2022-12-31	31 Days	36000	43200	7200	20%
Job 37	1037	Job 37 Description	Completed	Residential	General	Job 37 Location	2023-01-01	2023-01-31	31 Days	37000	44400	7400	20%
Job 38	1038	Job 38 Description	In Progress	Commercial	General	Job 38 Location	2023-02-01	2023-02-28	28 Days	38000	45600	7600	20%
Job 39	1039	Job 39 Description	On Hold	Residential	General	Job 39 Location	2023-03-01	2023-03-31	31 Days	39000	46800	7800	20%
Job 40	1040	Job 40 Description	Completed	Commercial	General	Job 40 Location	2023-04-01	2023-04-30	30 Days	40000	48000	8000	20%
Job 41	1041	Job 41 Description	In Progress	Residential	General	Job 41 Location	2023-05-01	2023-05-31	31 Days	41000	49200	8200	20%
Job 42	1042	Job 42 Description	On Hold	Commercial	General	Job 42 Location	2023-06-01	2023-06-30	30 Days	42000	50400	8400	20%
Job 43	1043	Job 43 Description	Completed	Residential	General	Job 43 Location	2023-07-01	2023-07-31	31 Days	43000	51600	8600	20%
Job 44	1044	Job 44 Description	In Progress	Commercial	General	Job 44 Location	2023-08-01	2023-08-31	31 Days	44000	52800	8800	20%
Job 45	1045	Job 45 Description	On Hold	Residential	General	Job 45 Location	2023-09-01	2023-09-30	30 Days	45000	54000	9000	20%
Job 46	1046	Job 46 Description	Completed	Commercial	General	Job 46 Location	2023-10-01	2023-10-31	31 Days	46000	55200	9200	20%
Job 47	1047	Job 47 Description	In Progress	Residential	General	Job 47 Location	2023-11-01	2023-11-30	30 Days	47000	56400	9400	20%
Job 48	1048	Job 48 Description	On Hold	Commercial	General	Job 48 Location	2023-12-01	2023-12-31	31 Days	48000	57600	9600	20%
Job 49	1049	Job 49 Description	Completed	Residential	General	Job 49 Location	2024-01-01	2024-01-31	31 Days	49000	58800	9800	20%
Job 50	1050	Job 50 Description	In Progress	Commercial	General	Job 50 Location	2024-02-01	2024-02-28	28 Days	50000	60000	10000	20%

Job #										Job Name										Job Description										Job Location										Job Status										Job Type										Job Category										Job Location										Job Status										Job Type										Job Category										Job Location										Job Status										Job Type										Job Category										Job Location										Job Status										Job Type										Job Category										Job Location										Job Status										Job Type										Job Category										Job Location										Job Status										Job Type										Job Category										Job Location										Job Status										Job Type										Job Category										Job Location										Job Status										Job Type										Job Category										Job Location										Job Status										Job Type										Job Category										Job Location										Job Status										Job Type										Job Category										Job Location										Job Status										Job Type										Job Category										Job Location										Job 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Appendix "III"

TO SCHEDULE "B" (PURCHASED ASSETS) TO THE SALE APPROVAL AND VESTING ORDER (PERSONAL PROPERTY) GRANTED BY THE HONOURABLE JUSTICE R. P. BELZIL DATED FEBRUARY 14, 2017

Purchased Intellectual Property

(a) Patents Owned by TCI

TCI File No.	Application/ Patent No.	Title	Country	Status
	App. No 2,874,639	Axially Amplified Pulsing Tool	CA	Filing Date: December 11, 2014 Application currently pending
1359-3CA	App. No. 2272798 Pat. No. 2272798	Method of Earth Drilling Using a Sealed Downhole Bearing Assembly, Method of Sealing a Downhole Bearing Assembly and a Downhole Bearing Assembly	CA	Filing Date: May 28, 1999 Issued May 17, 2008
1359-5US	App. No. 11/297,956 Pat. No. 7,520,340	Method of Avoiding the Need for a Scraper Run in Drill out Operations and a Downhole Drilling Motor Assembly	US	Filing Date: December 19, 2005 Issued April 21, 2009
1359-5CA	App. No. 2,487,380 Pat. No. 2,487,380	Method of Avoiding the Need for a Scraper Run in Drill out Operations and a Downhole DRILLING Motor Assembly	CA	Filing Date: December 10, 2004 Issued: February 19, 2013
	Pat. No. 2279145	Downhole Universal Joint Assembly	CA	Filing Date: April 16, 1999 Issued: July 5, 2005
	Pat. No. 2237309	Method and Apparatus for Controlling Reactive Torque on a Drill String while Drilling	CA	Filing Date: May 8, 1998 Issued: June 22, 1999

(b) Trade-Mark Owned by TCI

Country	Trade-mark	Status	Goods and Services	Recorded Owner
CA	Tartan Completions Drilling Services	App 12-JAN-2015 App 1710797 Allowed (Pending)	(1) Oilfield drilling and completion services.	Tartan Controls Inc. 4003 - 53 Avenue Edmonton ALBERTA T6B 3R5

SCHEDULE "C"

SECURITY INTERESTS

1. All claims and encumbrances howsoever arising as against the Purchased Assets including, without limitation, all personal property registrations or Bank Act registrations encumbering any of the Purchased Assets (other than those registered against the Purchaser) including but not limited to the registrations of: HSBC Bank Canada, The Toronto-Dominion Bank, Derrick Dodge (1980) Ltd., 927948 Alberta Ltd. and 916943 Alberta Ltd. registered at the Bank of Canada (by reason of section 427 Bank Act Security) or at the Personal Property Registry for the Province of Alberta registered as instrument numbers 01120603285, 10092028918, 11011913342, 14042121721, 14042121742, 14051227941, 14052628457, 14052628494, 14052628664, 14062332663, 14111019912, 14111019967, 14120908413, 14120908553, 16081825803 and 16081826193 relating to TCI.

Notwithstanding anything to the contrary contain herein, the registration of The Toronto-Dominion Bank shall remain intact in order to preserve its claims and encumbrances as against the Excluded Assets and, instead of the discharge or termination thereof, instrument number 10092028918 ("TD Registration") shall be amended so that the serial number goods listed below will be added as "Collateral: Serial Number Goods" and the following additional information will be inserted as "Additional Information" at the Personal Property Registry for the Province of Alberta:

"COLLATERAL: SERIAL NUMBER GOODS

Block	Serial Number	Year	Make and Model	Category
1	69019	2004	MAZAK MODEL VQC-30/50A	TR - Trailer
2	041115212	2004	MODERN MODEL BNC 2280XL	TR - Trailer
3	11415543194	2004	DMU 50 DECKEL MAHO	TR - Trailer
4	0171000042E	2005	DMG GILDEMEISTER NEF 400	TR - Trailer
5	8043943251C	2006	DMG GILDEMEISTER CTX 510	TR - Trailer
6	071110025	2007	MODERN BNC 30120 XXL CNC	TR - Trailer
7	228204	2011	MAZAK NC INTEGREGX 400-IV	TR - Trailer

ADDITIONAL INFORMATION:

The "Collateral: General" description in the TD Registration is limited to: (a) all accounts; and (b) all present and after acquired personal property now or hereafter situated on the lands described below or which is now or at any time may be annexed to, comprised in, pertaining or relating to or used in connection with the lands and all accessions thereto and substitutions thereof:

1. Bay 103, 7002 - 98 Street, Clairmont, Alberta, T0H 0W0;
2. Bay 1 & 2, 405 - 19 Avenue SE, Weyburn, Saskatchewan, S4H 2K3; and
3. 11119 Tahltan Road, Fort St. John, British Columbia, V1J 6G8."