

SEP 12 2019

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGOLD DRILLING CORP., CROS-MAN DIRECT
UNDERGROUND LTD., EGD SERVICES LTD., BERTRAM DRILLING CORP., AND
OMNITERRA INTERNATIONAL DRILLING INC.

PETITIONERS

PETITION TO THE COURT

This proceeding has been started by the petitioners for the relief set out in Part 1 below.

If you intend to respond to this Petition, you or your lawyer must

- (a) file a Response to Petition in Form 67 in the above-named registry of this court within the time for Response to Petition described below, and
- (b) serve on the Petitioner
 - (i) 2 copies of the filed Response to Petition, and
 - (ii) 2 copies of each filed Affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the Response to Petition within the time for response.

Time for Response to Petition

A Response to Petition must be filed and served on the Petitioner,

- (a) if you were served with the Petition anywhere in Canada, within 21 days after that service,
- (b) if you were served with the Petition anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the Petition anywhere else, within 49 days after that service, or
- (d) if the time for response has been set by order of the court, within that time.

(1) The address of the registry is:	800 Smith Street Vancouver, British Columbia V6Z 2E1
(2) The ADDRESS FOR SERVICE of the petitioners is:	BORDEN LADNER GERVAIS LLP 1200 Waterfront Centre 200 Burrard Street P.O. Box 48600 Vancouver, British Columbia V7X 1T2 Attention: Lisa Hiebert and Ryan Laity
Fax number address for service (if any) of the petitioners:	N /A
E-mail address for service (if any) of the petitioners:	All of: lhiebert@blg.com, rlaity@blg.com and mchong@blg.com
(3) The name and office address of the petitioners' lawyer is:	BORDEN LADNER GERVAIS LLP 1200 Waterfront Centre 200 Burrard Street P.O. Box 48600 Vancouver, British Columbia V7X 1T2 Attention: Lisa Hiebert and Ryan Laity

CLAIM OF THE PETITIONERS

PART 1: ORDERS SOUGHT

1. An order in substantially the form of the draft Order attached hereto as **Schedule "A"** (the "**Initial Order**"), seeking, among other things:
 - (a) a declaration that the Petitioners are companies to which the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") applies;
 - (b) an order that FTI Consulting Canada Inc. be appointed an officer of this Court to monitor the assets, business and affairs of the Petitioners (in such capacity, the "**Monitor**");
 - (c) an order approving the appointment and continued involvement of Mr. Mark Berger of Portage Point Partners, LLC as the chief restructuring officer of Energold Drilling Corp.

(in such capacity, the “**CRO**”) pursuant to the terms and conditions of an engagement letter agreed to by Energold on June 28, 2019 (the “**CRO Engagement Letter**”);

- (d) an order approving the appointment and continued involvement of Ernst & Young Orenda Corporate Finance Inc. as financial advisor to the Petitioners (in such capacity, the “**Financial Advisor**”);
 - (e) an order approving the Interim Financing (as defined below); and
 - (f) an order granting the following charges over the assets, properties and undertakings of the Petitioners, with the relative priorities set out in the Initial Order, as security for the obligations of the Petitioners to the beneficiaries of such charges:
 - (A) a charge in favour of the proposed Monitor, the CRO, counsel to the proposed Monitor, and counsel to the Petitioners (the “**Administration Charge**”);
 - (B) a charge in favour of the Financial Advisor (the “**Financial Advisor Charge**”)
 - (C) a charge in favour of the Interim Lender (the “**Interim Lender’s Charge**”); and
 - (D) a charge in favour of the directors and officers of the Petitioners (the “**D&O Charge**”).
2. An order substantially in the form of draft order attached hereto as **Schedule “B”** (the “**Sealing Order**”) ordering that the Affidavit #2 of Mark Berger, including all exhibits thereto (the “**Confidential Affidavit**”) be filed under seal pending further order of the Court.
 3. An order substantially in the form of draft order attached hereto as **Schedule “C”** (the “**Auction Proposal Order**”) authorizing the Petitioners to conclude the transaction contemplated by the asset disposition proposal from Century Services Corp.;
 4. An order substantially in the form of draft order attached hereto as **Schedule “D”** (the “**Sales Process Approval Order**”) authorizing and directing the Petitioners to conduct the sale solicitation process on the terms and conditions set out in the Sales Process Approval Order.

PART 2: FACTUAL BASIS

1. Defined terms used in this Petition and not otherwise defined have the meaning set out in the Affidavit #1 of Frederick W. Davidson sworn on August 22, 2019 (the “**Davidson Affidavit**”). For this Petition, the Petitioners rely on the facts set out in the Affidavits listed under Part 4 below.
2. Energold is the ultimate parent company and direct or indirect shareholder of each of the Petitioners. Together, the Petitioners and Energold’s other subsidiaries provide drilling contracting services across a range of industries, including mining, energy and infrastructure.

Financial Distress and Urgency

3. The Petitioners, and the Energold Group, are in severe financial distress and require relief on an urgent basis. The Petitioners are insolvent and collectively owe their secured creditors approximately \$28 million and their unsecured creditors approximately \$8 million.
4. The Petitioners have sought to work with their creditors to restructure their affairs on an out-of-court basis, but have been unsuccessful in doing so. As a result, the Petitioners seek CCAA protection, with the support of their primary secured creditor (a group of Noteholders represented by Extract as administrative agent). This support includes certain Noteholders agreeing to provide Interim Financing for these proceedings, the Petitioners developing a sale process for its assets in consultation with Extract and the Interim Lender and Extract, as administrative agent, submitting credit bids in the sale process.
5. The Petitioners require CCAA protection in order to fulfill the sale process developed with its stakeholders, and to ensure that it can meet its obligations going forward. In particular, the Petitioners will be unable to meet their obligations without access to the Interim Financing. The Interim Financing is conditional on the Initial Order (and Interim Lender’s Charge) being granted and on the Petitioners filing an application for approval of the sale process (and adhering to the timelines set out in the sale procedure, described further below).
6. Further, Extract (on behalf of the Noteholders) and EDC are each in a position to make demand and begin enforcement proceedings at any time. The Petitioners are concerned that such realization

proceedings would prevent the Petitioners from completing the sale process (described below) and concluding transactions which the Petitioners believe will benefit their stakeholders and preserve value.

The Affected Subsidiaries

7. The Petitioners seek to have the stay of proceedings extend to the Affected Subsidiaries, which are also obligors under the secured debt owed to Extract and the Noteholders. Each of the Affected Subsidiaries is incorporated outside of Canada. The Affected Subsidiaries do not have assets in Canada, other than a Canadian bank account held by Energold Mexico.
8. The Petitioners seek the stay over the Affected Subsidiaries because the Petitioners and Affected Subsidiaries operate as a fully integrated business unit. The Petitioners' business operations depend, in part, on the Affected Subsidiaries for their value generating capacity, such that a stay in favour of the Affected Subsidiaries preserves the enterprise value of the Petitioners and the Energold Group.

Assets

9. The Petitioners' primary assets are:
 - a. The assets and equipment owned by Bertram Drilling and Cros-Man, which are used in their operations in Alberta and Manitoba, respectively; and
 - b. The shares of subsidiaries which are owned by Energold, Bertram Drilling and Omniterra. These subsidiaries are incorporated outside of Canada, and operate in various jurisdictions around the world, including Mexico and Africa. The map of the Energold Group's operations is attached as Exhibit A to the Davidson Affidavit.
10. The Petitioners intend to conduct a sale process for its assets, which will solicit offers to acquire the right, title and interest of the Petitioners in shares of certain foreign subsidiaries and the shares or assets of Cros-Man.
11. In connection with the sale process, Extract, as administrative agent for the Noteholders, has submitted credit bids for certain business units, on the basis that Extract will acquire the Petitioners' right, title and interest in the shares of the subsidiaries.

12. The Petitioners' assets are described in further detail in the Affidavit #1 of Mark Berger.

Appointment of the CRO

13. On June 28, 2019, the Energold board of directors (the "**Board**") engaged Portage Point Partners LLC to provide resources to assist the Energold Group with its restructuring. As part of this engagement, the CRO was appointed.
14. The CRO's appointment was made in consultation with Extract, as administrative agent for the Petitioners' primary secured creditor.
15. Since the end of June 2019, the CRO has been working with the Energold Group in an effort to restructure their affairs on an out-of-court basis. In consultation with stakeholders, the Petitioners determined that these proceedings were necessary to facilitate their restructuring and to maximize value for stakeholders.
16. The CRO was, and continues to be, necessary to support the Petitioners' management team through the restructuring, these proceedings and the sales process. The Petitioners submit that the CRO's continued involvement is necessary to maximize enterprise value for the Petitioners' stakeholders and to execute the sale process. Accordingly, the Petitioners seek to confirm the engagement of the CRO through these proceedings and an order authorizing them to pay the CRO's expenses at its standard rates and charges.

Restructuring Plan

17. The Petitioners, with the assistance of the CRO, considered various strategic alternatives, and concluded that the Energold Group's restructuring will include:
 - a. A sale of Bertram Drilling's assets pursuant to the Auction Proposal (described below);
 - b. A sale process to solicit offers for all assets and divisions of the Energold Group;
 - c. Strategically winding down subsidiaries that are underperforming; and
 - d. Strategically reducing operating expenses, including reducing head office expenses and making the operations more efficient.

18. The Petitioners believe that the above will allow the Petitioners to maximize enterprise value and preserve operations as a going concern. In particular, the sale process contemplates a sale of the shares of Energold's subsidiaries outside Canada, with a view to having those operations continue as going concerns following conclusion of the successful transaction. The Petitioners and CRO believe that a sale of the Petitioners' assets as a going concern will generate the best value for the Petitioners' assets.

The Interim Financing

19. Energold DIP Lender, LLC (the "**Interim Lender**") has provided Energold with a term sheet outlining the terms and conditions on which it is willing to advance interim financing to the Petitioners (the "**Interim Facility**"). The Interim Lender is a Noteholder, and the Petitioners understand from the Interim Lender that all Noteholders will have the opportunity to participate in funding the Interim Facility.
20. The terms and conditions of the Interim Facility include:
- a. a loan in the aggregate principal amount of approximately \$3,750,000 to be advanced in two tranches of \$1,350,000 and \$2,400,000, respectively, such amount being sufficient to satisfy the Petitioners' funding needs as evidenced by the Cash Flow Statement;
 - b. interest payable at the rate of 8.00% per annum for the first 45 days post-filing, 12.00% per annum for the next 30 days, and 14.00% per annum thereafter;
 - c. a closing fee in the amount of \$90,000 and an agent fee in the amount of \$90,000, each payable on closing of the Interim Facility and an exit fee of \$90,000 payable on repayment of the Interim Facility in the amount of \$90,000;
 - d. the closing fee and the exit fee will not be payable if, but that fee the Petitioners would be able to make a distribution to their other creditors, and to the extent that the fee(s) have been paid, the Interim Lender will repay those amounts;
 - e. various collateral security, including a court-ordered charge against on all real and personal property now leased, owned or hereafter acquired by the Petitioners; and

- f. a maturity date of November 15, 2019, or such later date as may be agreed to in writing by the Interim Lender.
21. The Petitioners intend to use the Interim Financing to fund operations and preserve value of the Petitioners' assets during the course of these proceeds and to implement the sale process.
22. The Interim Financing contemplates an advancement in two tranches:
- a. A first tranche, to be used to fund the Petitioners' working capital needs and costs associated with these proceedings;
 - b. A second tranche, to be used, at least in part, to fund the working capital needs of Energold Mexico.
23. The second tranche will be available when certain conditions are met, including satisfactory arrangements between EDC and the Interim Lender, and Energold Mexico granting security in Mexico in favour of the Interim Lender.
24. Energold Mexico is a subsidiary of Energold, and it is a significant asset of the Energold Group. The Petitioners believe that providing liquidity to Energold Mexico in the course of these proceedings is commercially reasonable and necessary to preserve value for the Petitioners and their stakeholders.
25. The Petitioners submit that given their current financial circumstances, the Interim Financing terms are reasonable, and that the Interim Facility is necessary to allow the Petitioners to restructure their affairs and complete the sale process.

Proposed Monitor

26. FTI has consented to act in these proceedings to provide court supervision and monitoring, and to generally assist the Petitioners with their restructuring efforts. That includes, without limitation, overseeing the SSP.

Administration Charge

27. The Petitioners seek an Administration Charge to secure the payment of the fees of the Petitioners' legal counsel, the CRO, the Monitor and the Monitor's legal counsel. The Administration Charge is

sought by the Petitioners to rank in priority to all other encumbrances on the assets, properties and undertakings of the Petitioners, *pari passu* with the Financial Advisor Charge.

28. The Administration Charge is necessary because the Petitioners require the expertise and continued participation of the intended beneficiaries of the Administration Charge in order to advance these proceedings and to conclude the SSP, and these professionals will not continue to provide these essential services if the Administration Charge is not granted.

Financial Advisor Charge

29. The Petitioners seek a Financial Advisor Charge to secure the payment of the fees of the Financial Advisor. The Financial Advisor Charge is sought by the Petitioners to rank in priority to all other encumbrances on the assets, properties and undertakings of the Petitioners, *pari passu* with the Administration Charge.
30. The Financial Advisor Charge is necessary because the Petitioners require the expertise and continued participation of the Financial Advisor to conclude the SSP, and the Financial Advisor will not continue to provide these essential services if the Financial Advisor Charge is not granted.

Interim Lending and Interim Lender's Charge

31. The Petitioners seek approval of the Interim Financing Term Sheet between the Petitioners and the Interim Lender.
32. As noted above, the Petitioners require the Interim Financing to complete the SSP (defined below) and conclude a transaction which the Petitioners believe will benefit their stakeholders. The CRO believes that the interim financing contemplated by the Interim Financing Term Sheet is the best option available to the Petitioners at this time and that the terms of the Interim Financing are fair and reasonable in the circumstances.
33. The Petitioners seek the Interim Lender's Charge to secure the amounts advanced by the Interim Lender to the Petitioners under the Interim Financing Term Sheet, along with interest and fees payable under the Interim Financing Term Sheet. The Interim Lender's charge is proposed to rank

in priority to all other encumbrances on the assets, properties and undertakings of the Petitioners, other than the Administration Charge and the Financial Advisor Charge.

Director's and Officer's Charge

34. The Petitioners seek the D&O Charge to indemnify their directors and officers in respect of any liabilities they may incur in their capacities as directors during these proceedings that are not covered by insurance, up to the maximum principal amount of \$200,000.
35. The Petitioners maintain insurance policies in respect of the potential liabilities of their directors and officers; however these policies contain several exclusions and limitations to the coverage such that there is the potential for insufficient coverage. Further, the directors and officers of the Petitioners have expressed concern with respect to potential personal liability if they continue.
36. The D&O Charge has been calculated based on estimated payroll, and the amount sought is supported by the proposed Monitor.
37. The D&O Charge is proposed to rank in priority to all other encumbrances on the assets, properties and undertakings of the Petitioners, other than the Administration Charge the Financial Advisor Charge and the Interim Lender's Charge.

Priority Ranking of Charges

38. The Petitioners proposed that the charges they are seeking be secured against all of their assets, properties and undertakings and rank in priority as follows:
 - a. First (*pari passu*) – the Administration Charge (up to the maximum amount of \$450,000)
 - b. First (*pari passu*)- the Financial Advisor Charge (up to the maximum amount of \$200,000)
 - c. Second – The Interim Lender's Charge (up to the maximum amount of the Interim Facility, plus interest, costs and disbursements under the Term Sheet); and
 - d. Third- the D&O Charge (up to the maximum amount of \$200,000).

Sealing Order

39. The Petitioners seek a sealing order in respect of the Affidavit #2 of Mark Berger made September 12, 2019. This Affidavit attaches an appraisal of Cros-Man's assets and a summary of offers received

for Bertram Drilling, and the Petitioners are of the view that maintaining the confidentiality of this information is necessary to protect the market for the Cros-Man and Bertram Drilling assets. Disclosing this information on the public record would be prejudicial to the sales process in this proceeding, and would be harmful to the Petitioners' commercial interests and the interests of its stakeholders.

BDC Sale Process

Engagement the Financial Advisor and commencement of the BDC Sale Process

40. In February 2019, the Petitioners engaged Ernst & Young Inc. (“EY”) to act as financial advisor and assist in a strategic review of its business and operations. In May 2019, the Petitioners engaged Ernst & Young Orenda Corporate Finance Inc (an affiliate of EY, and in this affidavit “EYO” and together with EY, the “**Financial Advisor**”) to assist with a marketing and sales process in respect of the Energold Group's assets.
41. The initial stages of the sale and marketing process focused on the assets and business of Bertram Drilling, which was the business unit in the most financial distress.
42. The sale process for the Bertram Drilling assets (the “**BDC Sale Process**”) is set out in more detail in the Affidavit of Michael Bell.
43. The BDC Sale Process included identifying a broad pool of prospective purchasers, and narrowing the list to the 15 prospective purchasers that were the most likely buyers for the Bertram Drilling business as a going concern, in addition to continuing discussions with Bertram Drilling's management in respect of a potential management buy-out.
44. Four (4) of the 15 prospective purchasers executed non-disclosure agreements and conducted due diligence.
45. None of the prospective purchasers expressed interest or made offers to acquire Bertram Drilling as a going concern.
46. As a result, the Financial Advisor approached four (4) liquidators, which the Financial Advisor viewed as the most active in the market, and requested that they submit liquidation proposals.

47. The above resulted in seven (7) bids submitted by six (6) parties, including all four liquidators being received prior to the initial bid deadline of August 23, 2019. The Financial Advisor gave four parties an opportunity to improve their bids by the final bid deadline of August 28, 2019. The two parties that were not asked to submit a “highest and best” bid were parties that had submitted lower quality bids and which the Financial Advisor and CRO did not believe were capable of submitting a bid on better terms than the other parties.

The Century Bid

48. Of the offers received, the Petitioners accepted the asset disposition proposal (the “**Auction Proposal**”) from Century (“**Century**”) as the superior offer. Among other things:
- a. The Auction Proposal included the highest net minimum guarantee and the proposed consideration was commercially reasonable in light of the other offers received;
 - b. Century is based in Calgary, and able to mobilize quickly to the assets, which are primarily located approximately one (1) hour from Calgary;
 - c. The Auction Proposal contemplated assistance from Century in securing the assets until they are ready for auction;
 - d. Century could complete the auction on a shorter timeline than the other proposals received;
and
 - e. The Financial Advisor was of the view that Century had greater confidence in their ability to monetize the assets.
49. The Petitioners submit that the Auction Proposal is reasonable in the circumstances, and that going back to the market for a further sale process in respect of the Bertram Drilling assets is unlikely to yield consideration that is superior to the Auction Proposal.

Sale Solicitation Process

50. The Petitioners seek approval of a sale solicitation process (the “**SSP**”). The SSP has been developed by the Petitioners in consultation with the Monitor, the Financial Advisor, Extract and the Interim Lender.

51. The SSP provides for bidders to submit offers to acquire the Petitioners' right, title and interest in shares of subsidiaries operating outside Canada, Energold's right title and interest in the shares of Cros-Man or Cros-Man's right title and interest in certain assets.
52. The SSP contains detailed terms for the sale process, including how bids will be assessed and how an auction (if appropriate) will be conducted. The key terms and timelines of the SSP are:
 - a. September 16, 2019 – commencement of marketing activities, including delivering a draft form of purchase agreement;
 - b. a four-week due diligence period for prospective bidders;
 - c. October 11, 2019- receipt of non-binding offers, including a blackline to the draft form of purchase agreement;
 - d. October 28, 2019- conclusion of definitive documents by qualified purchasers;
 - e. October 31, 2019- an auction, if appropriate;
 - f. on or before November 7, 2019- hearing for approval of the successful transaction(s); and
 - g. on or before November 30, 2019- closing of the successful transaction(s).
53. The SSP includes stalking horse bids submitted by Extract, as administrative agent for the Noteholders, in respect of certain business units. The Petitioners are not seeking approval of agreements for those bids at this time.
54. The SSP is intended to maximize value for the Energold Group's assets, and in particular its operations outside of Canada. The Petitioners submit the SSP represents the best way for the Petitioners to realize the value of the Energold Group's operations outside Canada.

PART 3: LEGAL BASIS

1. The Petitioners rely on:
 - (a) *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "CCAA");
 - (b) *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA");
 - (c) *Business Corporations Act* (British Columbia), S.B.C. 2002, c.57;
 - (d) *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9;

- (e) *Supreme Court Civil Rules*, in particular Rules 2-1(2), 16-1, 22-1, and 22-4;
- (f) *The Corporations Act* (Manitoba), C.C.S.M. c. C225;
- (g) the inherent jurisdiction of this Honourable Court; and
- (h) such further and other legal basis as counsel may advise and this Honourable Court may allow.

The Remedial Purpose of the CCAA

2. The CCAA is remedial legislation, which affords Canadian courts with broad jurisdiction to approve and implement restructuring arrangements:

The legislation is remedial in the purest sense in that it provides a means whereby the devastating social and economic effects of bankruptcy or creditor initiated termination of ongoing business operations can be avoided while a court-supervised attempt to reorganize the financial affairs of the debtor company is made.

Century Services Inc. v. Canada (Attorney General), 2010 SCC 60, at para. 59 [*Century Services*].

The CCAA Applies to the Petitioners

3. The CCAA applies in respect of a “debtor company” or “affiliated debtor companies” where the total amount of claims against the debtor or its affiliates exceeds five million dollars (\$5,000,000). The term “debtor company” is defined in Section 2 of the CCAA to include any company that is bankrupt or insolvent.

CCAA, ss. 2(1) and 3(1)

4. Each of the Petitioners are “companies” incorporated under either the *Business Corporations Act* (British Columbia), the *Business Corporations Act* (Alberta), or *The Corporations Act* (Manitoba). The definition of “company” includes a company incorporated under an Act of the legislature of a province.

CCAA, s. 2(1)

5. Since all of the Petitioners are, directly or indirectly, wholly owned subsidiaries of Energold, the Petitioners are affiliated debtor companies pursuant to Section 3(2) of the CCAA.

CCAA, s. 3(2)

6. The Petitioners are also insolvent, and collectively owe over \$30 million. Although insolvency is not defined in the CCAA, the *Bankruptcy and Insolvency Act* defines an “insolvent person” as:

...a person who is not bankrupt and who resides, carries on business or has property in Canada, whose liabilities to creditors provable as claims under this Act amount to one thousand dollars, and

- (a) who is for any reason unable to meet his obligations as they generally become due,
- (b) who has ceased paying his current obligations in the ordinary course of business as they generally become due, or
- (c) the aggregate of whose property is not, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would not be sufficient to enable payment of all his obligations, due and accruing due;

BIA, s. 2

Re Stelco Inc., 2004 CanLII 24933, 48 C.B.R. (4th) 299 (Ont. S.C.), at paras. 21-22, 28 [*Stelco*]; leave to appeal to C.A. refused, 2004 CarswellOnt 2936; leave to appeal to S.C.C. refused, [2004] S.C.C.A. No. 336

7. In the context of the CCAA, this test has been interpreted expansively to include a financially troubled corporation that is “reasonably expected to run out of liquidity within reasonable proximity of time as compared with the time reasonably required to implement a restructuring.”

Stelco, at para. 26.

8. Under either definition, the Petitioners are insolvent: they are unable to meet obligations as they come due and would run out of liquidity before they could be able to implement a restructuring.
9. The Petitioners have complied with the obligations of Subsection 10(2) of the CCAA, which sets out the documentation required in connection with a petition for an initial order. For ease of reference, this required documentation consists of:

- (a) a statement indicating, on a weekly basis, the projected cash flow of the debtor company;
- (b) a report containing the prescribed representations of the debtor company regarding the preparation of the cash-flow statement; and
- (c) copies of all financial statements, audited or unaudited, prepared during the year before the application or, if no such statements were prepared in that year, a copy of the most recent such statement.

CCAA, s. 10(2)

This Court is the Appropriate Forum

10. This Court is the appropriate forum in which to initiate these proceedings. The head office and chief place of business of Energold and the other Petitioners is located in British Columbia. In particular:
- (a) the operating mind and management of the Petitioners is located at the Energold head office in Vancouver, British Columbia;
 - (b) financing and investment decisions for each of the Petitioners is made by senior management based in the Energold head office in Vancouver, British Columbia;
 - (c) all accounting and finance functions for Bertram Drilling, Cros-man, EGD and Omniterra are made by the Energold head office in Vancouver, British Columbia;
 - (d) investor relations for the Petitioners is managed by the Energold head office in Vancouver, British Columbia;
 - (e) corporate governance functions of the Petitioners are consolidated and directed from Vancouver, British Columbia; and
 - (f) all strategic and key operational decisions for the Petitioners are made by senior management located in Vancouver.

CCAA, s. 9(1)

The Requested Stay of Proceeding is Appropriate

11. The Petitioners request that this Court impose a stay of proceedings in favour of the Petitioners and in favour of four direct and indirect wholly-owned foreign subsidiaries which have not been joined as petitioners in these proceedings, namely Energold de Mexico, S.A. de C.V. Bertram Drilling Inc., E Global Drilling Corp., Energold Drilling (EMEA) Limited, and Dando Drilling International Limited (collectively, the “**Affected Subsidiaries**”).
12. Section 11.02 of the CCAA vests with the Court the power to order a stay of proceedings that temporarily prevents creditors from proceeding with claims against the debtor company and its affiliates. Courts may order a stay when it furthers the remedial purpose of the CCAA:

The Court may grant a stay of proceedings pursuant to s. 11.02 of the CCAA in respect of a debtor company if it is satisfied that circumstances exist that make the order appropriate. In order to determine whether a stay order is

appropriate the Court should consider the purpose behind the CCAA. The primary purpose of the CCAA is to maintain the *status quo* for a period while the debtor company consults with its creditors and stakeholders with a view to continuing the company's operations for the benefit of the company and its creditors. [Emphasis added]

CCAA, s.11.02

Re JTI-Macdonald Corp., 2019 ONSC 1625, at para. 12 [*JTI-Macdonald*].

13. A stay of enforcement actions preserves the *status quo* for the debtor company and prevents a creditor from gaining an unfair advantage over other creditors. The stay also facilitates the ongoing operations of the debtor company's business, preserves the value of such business, and provides the debtor company with the necessary time, flexibility and "breathing room" to carry out a court-supervised restructuring or organized sale process.

Re Lehndorf General Partners Ltd., 1993 CarswellOnt 183, 17 C.B.R. (3d) 24 (Ont. Gen. Div.), at paras. 5-7.

14. Accordingly, imposing a stay of proceedings is the first step in all CCAA proceedings as it creates the necessary conditions within which the debtor company can advance a court-supervised attempt to reorganize its financial affairs.

Century Services, at paras. 58-60.

15. This Court has discretion under Section 11 of the CCAA to impose stays of proceedings in favour of "non-applicant third parties" where it is just and reasonable to do so.

CCAA, s. 11

Re JTI-Macdonald Corp., at para. 14.

Re Imperial Tobacco Canada Limited, et al, 2019 ONSC 1684, at para. 12.

16. In CCAA proceedings, stays are extended to non-applicants if they do not qualify as "companies" under the Act. In general, courts have permitted stays in favour of third parties where the operations of the business group, consisting of the debtor company and the third parties, are so intertwined that failure to do so would compromise the stay in respect of the debtor company.

I am satisfied that if the stay against the applicant contained in the Initial Order is maintained, it should extend to CLCA and the outstanding Castor litigation. A CCAA court may exercise its jurisdiction to extend protection by way of the stay of proceedings to a partnership related to an applicant where it is just and reasonable or just and convenient to do so. The courts have held that this relief is appropriate where the operations of a debtor company are so

intertwined with those of a partner or limited partnership in question that not extending the stay would significantly impair the effectiveness of a stay in respect of the debtor company. See *Re Prizm Income Fund* (2011), 75 C.B.R. (5th) 213 per Morawetz J. The stay is not granted under section 11 of the CCAA but rather under the court's inherent jurisdiction. It has its genesis in *Re Lehdorff General Partner Ltd.* (1993), 17 C.B.R. (3d) 24 and has been followed in several cases, including *Camwest Publishing Inc.* (2010) 2010 ONSC 222 (CanLII), 63 C.B.R. (5th) 115 per Pepall J. (as she then was) and *Re Calpine Energy Canada Ltd.* (2006), 2006 ABQB 153 (CanLII), 19 C.B.R. (5th) 187 per Romaine J. [Emphasis added]

Re 4519922 Canada Inc., 2015 ONSC 124, at para. 37.

17. Courts have found it “just and reasonable” to extend the stay of proceedings to non-applicant third parties in a number of circumstances, including:

- (a) where the business operations of the debtor company and the non-applicant third parties are significantly intertwined, and the third parties are not subject to the jurisdiction of the CCAA, such as partnerships that do not qualify as “companies” within the meaning of the CCAA;
- (b) where extending the stay to the third party would help maintain stability and value during the CCAA process;
- (c) against non-applicant subsidiaries of the debtor company where such subsidiaries are guarantors under note indentures issued by the debtor company;
- (d) against non-applicant subsidiaries relating to any guarantee, contribution or indemnity obligation, liability or claim in respect of obligations and claims against the debtor companies;
- (e) where failure to extend the stay to the third party would have a negative impact on the debtor company's ability to restructure, potentially jeopardizing the success of the restructuring and the continuance of the debtor company;
- (f) where preventing the debtor company from concluding a successful restructuring with its creditors would cause far-reaching and significant economic harm;
- (g) where the failure of the restructuring would be even more harmful to customers, suppliers, landlords and other counterparties whose rights would otherwise be stayed under the third party stay;
- (h) if the restructuring proceedings are successful, where the debtor company will continue to operate for the benefit of all of its stakeholders, and its stakeholders will retain all of its remedies in the event of future breaches by the debtor company or breaches that are not related to the released claims; and

- (i) where the balance of convenience favours extending the stay to the third party.

Re Cinram International Inc., 2012 ONSC 3767, at paras. 63-64.

Re Jaguar Mining Inc., 2014 ONSC 494, at paras. 38-39.

Re JTI-Macdonald Corp., at para. 15.

18. Extending the stay of proceedings to include the Affected Subsidiaries is necessary in the circumstances of this case for two key reasons. First, the Petitioners and Affected Subsidiaries operate as a fully integrated business unit. The Petitioners' business operations depend, in part, on the Affected Subsidiaries for their value generating capacity such that a stay in favour of the Affected Subsidiaries preserves the enterprise value of the Energold Group. Second, each of the Affected Subsidiaries has guaranteed Energold's payment and performance obligations pursuant to certain convertible secured notes issued in favour of the Petitioners' primary secured creditor, Extract.
19. The requested stay of proceedings is sought to enable the Petitioners to implement a sales process that the Petitioners believe will enable them to restructure and present a plan that will benefit their creditors and stakeholders, and in particular will provide greater benefit than a liquidation or a bankruptcy. The commencement of any proceedings or the exercise of rights or remedies against the Petitioners or the Affected Subsidiaries would be detrimental to such restructuring efforts and would undermine a process that would otherwise benefit the Petitioners' stakeholders as a whole.
20. Extending a stay of proceedings to include the Affected Subsidiaries is appropriate and consistent with the remedial purpose of the CCAA.

The Interim Financing Facility and Charge are Appropriate

21. The Petitioners seek approval of the debtor-in-possession loan facility (the "**DIP Financing**"), and the granting of the related Interim Lender's Charge in the maximum amount of \$3,750,000 plus interest and fees. The Interim Lender's Charge is to rank in priority to all other encumbrances on the assets, properties and undertakings of the Petitioners, other than the Administration Charge.
22. The Court has the jurisdiction to approve the DIP Financing under Section 11 of the CCAA.

CCAA, s. 11

Re U.S. Steel Canada Inc., 2014 ONSC 6145, at para. 11.

23. The purpose of DIP Financing is to benefit all stakeholders by allowing the debtors to protect the company's going-concern value while they attempt to devise a plan acceptable to creditors.

Canvest Global Communications Corp., 2009 CarswellOnt 6184, 59 C.B.R. (5th) 72 (Ont. S.C.), at para. 31 [*Canvest Global*].

24. Section 11.2 of the CCAA vests the Court with the jurisdiction to grant an interim financing charge over the assets of a debtor company in priority to the claim of any secured creditor of the debtor company, on notice to the secured creditors who are likely to be affected by such security or charge.

CCAA, s. 11.2

25. In deciding whether to make an order, the Court is to consider, among other things:

- (a) the period during which the debtor company is expected to be subject to proceedings under the CCAA;
- (b) how the debtor company's business and financial affairs are to be managed during the proceedings;
- (c) whether the debtor company's management has the confidence of its major creditors;
- (d) whether the loan would enhance the prospects of a viable compromise or arrangement being made in respect of the debtor company;
- (e) the nature and value of the debtor company's property;
- (f) whether any creditor would be materially prejudiced as a result of the security or charge; and
- (g) the monitor's report, if any.

CCAA, s. 11.2(4)

26. These factors support the granting of the Interim Lender's Charge in this proceeding. If the Initial Order is granted, the Petitioners intend to move expeditiously to conclude the sales process. During these proceedings, the Petitioners' operations will continue under the guidance of the Petitioners' existing management, the CRO, the Financial Advisor, and the Monitor. The Petitioners' primary secured creditor supports these proceedings, through credit bids submitted by the administrative agent in the sales process and certain Noteholders advancing the Interim Facility. Further, without

the provision of interim financing during these proceedings, the Petitioners will not be able to carry on their business or protect and preserve the value of their assets, to the detriment of their stakeholders.

27. Accordingly, the Petitioners submit the Interim Financing and the corresponding Interim Lender's Charge is necessary and appropriate in the circumstances.

The Appointment of a Chief Restructuring Officer is Appropriate

28. The Petitioners seek approval of the engagement and continued involvement of the CRO pursuant to the terms and conditions set out in the CRO Engagement Letter. The CRO Engagement Letter also sets out the compensation to be received by the CRO for its services to be provided throughout these CCAA proceedings.

29. This Court has the jurisdiction to approve the engagement of the CRO under Section 11 of the CCAA.

CCAA, s. 11

30. This Court has held that the appointment of a chief restructuring officer is appropriate where such expertise will assist the debtor company to proceed with its restructuring efforts under the CCAA. Courts have frequently appointed a chief restructuring officer as part of the initial stay order where there are creditor concerns that the debtor company's directors and officers, who may have skills appropriate to oversight of financially healthy corporations, may not have the skills or expertise to deal with a restructuring.

Re Walter Energy Canada Holdings, Inc., 2016 BCSC 107, at para. 35 [*Walter Energy*].

Pascan Aviation inc. (Arrangement relatif à), 2015 QCCS 4227, at para. 57 [*Pascan Aviation*].

31. Courts consider the following factors in determining whether to approve the appointment of a chief restructuring officer:

- (a) Whether the appointment enhances the likelihood of generating maximum value for the debtor company's stakeholders;
- (b) Whether the appointment will allow the debtor company's operations to continue in an orderly fashion, pending a transaction;

- (c) Whether the proposed CRO has experience in restructuring;
- (d) Whether the proposed CRO has experience and necessary skills to oversee the debtor company;
- (e) Whether the monitor supports the appointment of the CRO;
- (f) Whether the proposed CRO has a good knowledge of industry in which the debtor company operates so that the CRO's presence is reassuring to all the industry stakeholders;
- (g) Whether the proposed CRO is independent from the parties; and
- (h) Whether the proposed CRO will incur reasonable costs.

Walter Energy, at paras. 27, 31-35.

JTI-Macdonald, at paras. 26-27.

Pascan Aviation, at paras. 68-69.

32. In June 2019, the Petitioners, in consultation with their primary secured creditor, determined that additional management support was required and that appointment of a chief restructuring officer would be beneficial to the Petitioners and their stakeholders.
33. The Petitioners require management support, particularly in respect of these CCAA proceedings and their restructuring. The CRO is experienced in large, complex restructurings in capital-intensive industries, and accordingly has the skills necessary to oversee the Petitioners' business and restructuring through these proceedings.
34. The CRO is also very familiar with the Petitioners and the issues they face, having worked closely with the Board, Senior Management and the management of Energold's subsidiaries outside Canada since June 28, 2019.
35. As a result of the Petitioners' need for management support, the CRO's experience with the Petitioners and the CRO's experience in restructuring matters, the Petitioners submit that the CRO's continued engagement enhances the likelihood of maximizing stakeholder value. The Proposed

Monitor has reviewed the CRO Engagement Letter and supports the continued involvement of the CRO.

The Administration Charge and Financial Advisor Charge are Appropriate

36. The Petitioners seek an Administration Charge in the amount of \$450,000 to secure the collective fees and disbursements incurred both before and after the commencement of these proceedings of legal counsel for the Petitioners, the CRO, the proposed Monitor, and legal counsel for the proposed Monitor.
37. The Petitioners also seek a Financial Advisor Charge in the amount in the amount of \$200,000 to secure the fees and disbursements incurred both before and after the commencement of these proceedings of the Financial Advisor.
38. Section 11.52 of the CCAA expressly provides the Court with the power to grant a charge in respect of professional fees and disbursements on notice to affected secured creditors.

CCAA, s. 11.52

39. Courts have recognized that, unless professional advisor fees are protected with the benefit of a charge over the assets of a debtor company, the objectives of the CCAA would be frustrated because professionals would be unlikely to risk offering their services without any assurance of ultimately being paid. Specifically, any failure to provide protection for professional fees will “result in the overwhelming likelihood that the CCAA proceedings would come to an abrupt halt, followed, in all likelihood, by bankruptcy proceedings”.

Re Timminco Ltd., 2012 ONSC 506, at para. 66.

40. The non-exhaustive factors to be considered in determining whether to approve an administration charge and a financial advisor charge are set out below. This Court has held that the test for approval of an administration charge is the same as that for approving a financial advisor charge:
 - (a) the size and complexity of the business being restructured;
 - (b) the proposed role of the beneficiaries of the charge;
 - (c) whether there is unwarranted duplication of roles;

- (d) whether the quantum of the proposed charge appears to be fair and reasonable;
- (e) the position of the secured creditors likely to be affected by the charge; and
- (f) the position of the Monitor.

Re Canvest Publishing Inc./Publications Canvest Inc., 2010 ONSC 222, at para. 54 [*Canvest Publishing*].

Walter Energy, at para. 42.

- 41. The Petitioners require the specialized expertise, knowledge and continuing participation of the proposed beneficiaries of the Administration Charge and Financial Advisor Charge in order to implement a sale process and restructuring, and the Administration Charge and Financial Advisor Charge are necessary to ensure their continued assistance and participation in these proceedings.
- 42. It is not expected that there will be any duplication of the roles of the beneficiaries of the Administration Charge and Financial Advisor Charge. Each of these professional will have a unique and distinct focus in the restructuring, and their joint efforts will produce a better result overall. Further, the Petitioners' primary secured creditor supports the engagement of each of the beneficiaries of the Administration Charge and the Financial Advisor Charge.
- 43. The amount of the proposed Administration Charge and Financial Advisor Charge were determined in consultation with the proposed Monitor and is fair and reasonable in light of the number of beneficiaries, the size and complexity of the business and the scope, and complexity of the proposed restructuring.

The D&O Charge is Appropriate

- 44. The Petitioners seek a D&O Charge in the amount of \$200,000 to secure the indemnity of the Petitioners' directors and officers. The D&O Charge is necessary to ensure the participation of the Petitioners' directors and officers in the course of these proceedings.
- 45. On notice to the affected secured creditors, this Court is vested with the jurisdiction to grant a charge over the assets of a debtor company with respect to directors' and officers' indemnification on a priority basis pursuant to Section 11.51 of the CCAA. The Court must be satisfied with the amount

of the proposed charge, and the proposed charge may not provide coverage for the wilful misconduct or gross negligence of any director or officer of a debtor company.

CCAA, s. 11.51

Canvest Global, at para. 46.

Canvest Publishing, at paras. 56-57.

46. Consistent with both the foregoing and the British Columbia Model CCAA Initial Order, the D&O Charge is not intended to duplicate coverage already in place under the Petitioners' existing directors' and officers' liability insurance policies, but rather, to supplement such coverage in the event that any particular claim is not insured under those policies. The proposed Monitor is supportive of the D&O Charge.

The Auction Proposal Order is Appropriate

47. Section 36 of the CCAA specifically establishes a process for a debtor company to sell assets outside of the ordinary course of business while in CCAA protection. Canadian courts have recognized that such transactions are consistent with the principle that the CCAA can be a vehicle to downsize or wind-down a debtor company's business (or portions thereof).

Re Sanjel Corporation, 2016 ABQB 257, at para. 63 [*Sanjel*], citing Morawetz J. in *Re Target Canada Co.*, 2015 ONSC 303, at paras. 32 and 33.

48. It is entirely permissible, in CCAA proceedings, to conclude a transaction that was identified, or even negotiated, prior to the CCAA proceedings. In doing so, Canadian courts consider whether the transaction fulfills the CCAA's remedial purpose of avoiding the "social and economic cost" of insolvency, and whether the resulting transaction satisfies the requirements of Section 36 of the CCAA and the *Soundair* principles.

Re 8640025 Canada Inc., 2018 BCCA 93, at para 45.

Sanjel, at para 70.

49. The Petitioners rely on BDC Sale Process conducted prior to these proceedings on the basis that it satisfies the test necessary for this Court to approve the transaction at common law and pursuant to Section 36 of the CCAA.

50. In *Royal Bank v. Soundair Corp.*, the Ontario Court of Appeal articulated the general principles governing sale approval applications by receivers, which apply equally to sale approval applications under the CCAA generally and where the sale process took place prior to the initial filing under the CCAA:

- (a) whether there was sufficient effort made to get the best price and whether the debtor company acted improvidently;
- (b) the interests of all the parties;
- (c) the efficacy and integrity of the process by which offers are obtained; and
- (d) whether there has been unfairness in the working out of the process.

Royal Bank v. Soundair Corp., 1991 CarswellOnt 205, 4 O.R. (3d) 1 (Ont. C.A.), at para. 16.

Sanjel, at paras. 56 and 70.

51. Section 36 of the CCAA, which was enacted after *Soundair* was decided, now sets out six non-exhaustive factors that must be considered in approving a sale of assets outside the ordinary course of business, which are applied in conjunction with the *Soundair* principles:

36 (1) A debtor company in respect of which an order has been made under this Act may not sell or otherwise dispose of assets outside the ordinary course of business unless authorized to do so by a court order. Despite any requirement for shareholder approval, including one under federal or provincial law, the court may authorize the sale or disposition even if shareholder approval was not obtained.

...

(3) In deciding whether to grant the authorization, the court is to consider, among other things,

- (a) whether the process leading to the proposed sale or disposition was reasonable in the circumstances;
- (b) whether the monitor approved the process leading to the proposed sale or disposition;
- (c) whether the monitor filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;
- (d) the extent to which the creditors were consulted;
- (e) the effects of the proposed sale or disposition on the creditors and other interested parties; and

- (f) whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.

CCAA, s. 36

Sanjel, at para. 70.

52. The Petitioners submit that the Auction Proposal resulting from the BDC Sale Process satisfies all of the above criteria, and is in the best interests of the Petitioners, their creditors, and their other stakeholders.

(a) The BDC Sale Process was reasonable in the circumstances

53. In assessing sales processes in insolvencies, Canadian courts require that the sale process adequately canvassed the relevant market for the assets to be sold. The process must be reasonable, but it is not required to be perfect.

Sanjel, at para. 80.

Bloom Lake, g.p.l. (Arrangement relatif à), 2015 QCCS 1920, at para. 39.

54. As described in the Affidavit of Michael Bell, the Financial Advisor conducted a sales process for the business and assets of Bertram Drilling. No offers were received as a going concern, and as a result, the Financial Advisor approached several liquidators to solicit liquidation proposals for the assets. The Petitioners submit the sales process for the Bertram Drilling business and assets is commercially reasonable in the circumstances and was conducted over a reasonable period of time in light of the financial distress of the Company.

(b) The Proposed Monitor approves of the Auction Proposal

55. As set out in the Proposed Monitor's pre-filing report, the Proposed Monitor concludes that the Auction Proposal is commercially reasonable, and that conducting a further sales or marketing process or soliciting further auction proposals is unlikely to result in a more favourable result.

(c) Purchase price for the BDC Assets is commercially reasonable

56. In assessing whether to approve a sale transaction, Canadian courts consider (a) the business judgment rule, in that the court will not lightly interfere with the commercial and business judgment of the company's management; and (b) the recommendation of the monitor.

Sanjel, supra, at para 57, citing Gascon J. (as he then was) in *Re AbitibiBowater, Inc.* 2010 QCCS 1742 (C.S. Que.), at paras. 70-72.

57. The Petitioners' existing management, in consultation with the Financial Advisor determined that the Auction Proposal is the preferred bid, and that the Auction Proposal is provident and commercially reasonable, and in the best interests of the Petitioners' stakeholders.
58. The Petitioners' senior management, in consultation with the Financial Advisor have further determined that reconvassing the market is unlikely to result in a materially better transaction becoming available.
59. The Monitor is supportive of the Auction Proposal, and the Petitioners seek approval by this Court of the Auction Proposal pursuant to the terms and conditions set out in the Affidavit #1 of Michael Bell.

The Sales Process Approval Order is Appropriate

60. The Petitioners also seek the court's approval of a sale solicitation process to permit the Petitioners to sell their assets outside the ordinary course of business. The overall objective of the proposed SSP is to procure a sale that will satisfy the requirements for a court-approved sale under Section 36 of the CCAA.
61. Approvals of SSPs are a common feature in CCAA restructuring proceedings. In reviewing the reasonableness of a proposed sale process under the CCAA, the court considers the following factors:
 - (i) the fairness, transparency and integrity of the proposed process;
 - (ii) the commercial efficacy of the proposed process in light of the specific circumstances facing the receiver; and,
 - (iii) whether the sales process will optimize the chances, in the particular circumstances, of securing the best possible price for the assets up for sale.

Walter Energy, at paras. 20-21.

CCM Master Qualified Fund v. blutip Power Technologies, 2012 ONSC 1750, at para. 6.

62. A court-approved SSP should optimize the chances to secure the best consideration for the assets for sale for the continued operation of the business as a going concern. A proposed SSP should effect a

fair, transparent, and commercially efficacious process that will provide interested parties with sufficient opportunity to make such offers.

Re PCAS Patient Care Automation Services Inc., 2012 ONSC 2840, at para. 19.

63. The SSP is also a condition of the Interim Financing being made available to the Petitioners.
64. The proposed SSP was developed in consultation with the proposed Monitor, the Financial Advisor, Extract and the Interim Lender. The Petitioners submit that the SSP is reasonable in the circumstances and represents the best opportunity for the Petitioners to maximize enterprise value and preserve operations as a going concern.

Need for the Sealing Order

65. Energold requires the Sealing Order authorizing it to file under seal the Confidential Affidavit, which sets out the appraised value of the equipment and assets of one of Energold's subsidiaries and a summary of the offers received for Bertram Drilling.
66. The Petitioners submit that public disclosure of this information would be detrimental to the Petitioners' commercial interests, prejudicial to the sale process in these proceedings and ultimately harmful to the Petitioners' stakeholders.
67. The Court has jurisdiction to order that certain materials be filed with the Court under seal. The Supreme Court of Canada held in *Sierra Club* that a sealing order ought to be granted where:
 - (a) such an order is necessary in order to prevent a serious risk to an important interest, including a commercial interest, in the context of litigation because reasonably alternative measures will not prevent the risk; and
 - (b) the salutary effects of the confidentiality order, including the effects on the right of civil litigants to a fair trial, outweigh its deleterious effects, including the effects on the right to free expression, which in this context includes the public interest in open and accessible court proceedings.

Sierra Club of Canada (Minister of Finance), 2002 SCC 41, at para. 53 [*Sierra Club*].

68. The materials sought to be sealed fit squarely within the test established by *Sierra Club*. Keeping the contents of the Confidential Affidavit confidential is of great commercial interest to the Petitioners and its stakeholders, and will benefit the restructuring process.

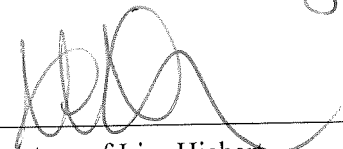
69. The Petitioners respectfully submit that the benefits of sealing the Confidential Affidavit outweigh any possible deleterious effects.
70. The procedure to be followed in British Columbia for seeking a sealing order is set out in the “*BC Supreme Court Practice Directive PD-35, Practice Direction, Sealing Orders, in Civil and Family Proceedings, June 1, 2012*”, which Energold has complied with.

PART 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Frederick W. Davidson, sworn on August 22, 2019.
2. Affidavit #1 of Mark Berger, sworn on September 12, 2019.
3. Affidavit #2 of Mark Berger, sworn on September 12, 2019 [to be filed under seal].
4. Affidavit #1 of Michael Bell, sworn on September 11, 2019.
5. Affidavit #1 of Parvathi Shivakumar, sworn on September 6, 2019.
6. Affidavit #1 of Randall Lau, to be sworn on or about September 12, 2019.
7. The proposed monitor’s pre-filing report.
8. Such further and other materials as counsel may advise and this Honourable Court may allow.

The Petitioners estimate that the hearing of the petition will take ~~3 hours~~ 1 day

Date: September 12, 2019



Signature of Lisa Hiebert
Lawyer for the Petitioners

To be completed by the court only:

Order made

in the terms requested in paragraphs _____ of Part 1 of this petition

with the following variations and additional terms:

Date: _____

Signature of Judge Master

Schedule "A"

FORM OF INITIAL ORDER

Please see attached.

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGOLD DRILLING CORP., CROS-MAN DIRECT
UNDERGROUND LTD., EGD SERVICES LTD., BERTRAM DRILLING CORP., AND
OMNITERRA INTERNATIONAL DRILLING INC.

PETITIONERS

ORDER MADE AFTER APPLICATION

(INITIAL ORDER)

BEFORE THE HONOURABLE

)
)
)

September 13, 2019

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 13th day of September, 2019 (the "**Order Date**"); AND ON HEARING Lisa Hiebert, counsel for the Petitioners and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the Affidavit #1 of Frederick W. Davidson sworn on August 22, 2019, Affidavit #1 of Mark Berger sworn on September 12, 2019, Affidavit #1 of Parvathi Shivakumar sworn on September 6, 2019, and the Pre-filing Report of FTI Consulting Canada Inc. ("**FTI**") as the proposed Monitor of the Petitioners, and the consent of FTI to act as Monitor (in such capacity, the "**Monitor**"); AND UPON BEING ADVISED that the secured creditors and others who are likely to be affected by the charges created herein were given notice; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

JURISDICTION

1. Each Petitioner is a company to which the CCAA applies.

SUBSEQUENT HEARING DATE

2. The hearing of the Petitioners' application for an extension of the Stay Period (as defined in paragraph 14 of this Order) and for any ancillary relief shall be held at the Courthouse at 800 Smithe Street, Vancouver, British Columbia on or before the 15th day of October, 2019 (the "**Return Date**") or such other date as this Court may order.

PLAN OF ARRANGEMENT

3. The Petitioners shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. Subject to this Order and any further Order of this Court, each Petitioner shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), and continue to carry on its business (the "**Business**") in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Petitioners shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively, "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.
5. The Petitioners shall be entitled, but not required, subject to the Term Sheet (as defined in paragraph 43) and the cash flow projections attached thereto, to pay the following expenses which may have been incurred prior to the Order Date:
 - (a) all outstanding wages, salaries, employee and pension benefits (including long and short term disability payments), vacation pay and expenses (but excluding severance pay) payable before or after the Order Date, in each case incurred in the ordinary course of business and consistent

with the relevant compensation policies and arrangements existing at the time incurred (collectively “**Wages**”) and

- (b) the fees and disbursements of any Assistants retained or employed by the Petitioners, including the Financial Advisor (defined below) which are related to any Petitioners and Affected Subsidiaries’ restructuring, at their standard rates and charges, including payment of the fees and disbursements of legal counsel retained by the Petitioners, whenever and wherever incurred, in respect of:
 - (i) these proceedings or any other similar proceedings in other jurisdictions in which the Petitioners or any subsidiaries or affiliated companies of any Petitioner are domiciled;
 - (ii) any litigation in which any Petitioner is named as a party or is otherwise involved, whether commenced before or after the Order Date; and
 - (iii) any related corporate matters.
6. Except as otherwise provided herein, each Petitioner shall be entitled, subject to the Term Sheet and the cash flow projections attached thereto, to pay all expenses reasonably incurred by such Petitioner in carrying on the Business in the ordinary course following the Order Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
- (a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors’ and officers’ insurance), maintenance and security services, provided that any capital expenditure exceeding \$50,000 shall be approved by the Monitor;
 - (b) all obligations incurred by the Petitioners after the Order Date, including without limitation, with respect to goods and services actually supplied to the Petitioners following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on any Petitioner’s obligations incurred prior to the Order Date); and
 - (c) fees and disbursements of the kind referred to in paragraph 5(b) which may be incurred after the Order Date.
7. The Petitioners are authorized to remit, in accordance with legal requirements, or pay:
- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from

Wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA;

- (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by any Petitioner in connection with the sale of goods and services by any Petitioner, but only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order Date; and
 - (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property taxes, municipal business taxes or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors.
8. Until such time as a real property lease is disclaimed in accordance with the CCAA, the Petitioners shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated between any Petitioner and its landlord from time to time (“**Rent**”), for the period commencing from and including the Order Date, twice-monthly in equal payments on the first and fifteenth day of the month in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including Order Date shall also be paid.
9. Except as specifically permitted herein, the Petitioners are hereby directed, until further Order of this Court:
- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Petitioners to any of its creditors as of the Order Date except as authorized by this Order;
 - (b) to make no payments in respect of any financing leases which create security interests;
 - (c) to grant no security interests, trust, mortgages, liens, charges or encumbrances upon or in respect of any of its Property, nor become a guarantor or surety, nor otherwise become liable in any manner with respect to any other person or entity except as authorized by this Order;

- (d) to not grant credit except in the ordinary course of the Business only to its customers for goods and services actually supplied to those customers, provided such customers agree that there is no right of set-off in respect of amounts owing for such goods and services against any debt owing by any Petitioner to such customers as of the Order Date; and
- (e) to not incur liabilities except in the ordinary course of Business.

FINANCIAL ARRANGEMENTS

- 10. Notwithstanding any other provision in this Order, the Petitioners are hereby authorized and empowered to repay Royal Bank of Canada (“**RBC**”) amounts due to RBC pursuant to the loan agreement dated December 5, 2018 among Bertram Drilling Corp. (as Borrower) and Energold (as guarantor), provided such repayments are made from the accounts receivable collected by Bertram Drilling Corp. in the course of these proceedings.

RESTRUCTURING

- 11. Subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), the Petitioners through the CRO (as defined below) shall have the right to:
 - (a) permanently or temporarily cease, downsize or shut down all or any part of the Petitioners’ Business or operations and commence marketing efforts in respect of any of its redundant or non-material assets;
 - (b) dispose of any redundant or non-material assets of the Petitioners as approved by the Monitor but without any further approval of this Court up to a maximum value of \$100,000 per transaction or \$500,000 in the aggregate;
 - (c) terminate the employment of such of the Petitioners’ employees or temporarily lay off such of its employees as it deems appropriate;
 - (d) pursue all avenues of refinancing for its Business or Property, in whole or part; andall of the foregoing to permit the Petitioners to preserve asset value and/or proceed with an orderly restructuring of the Business (the "**Restructuring**").

12. The Petitioners through the CRO shall provide each of the relevant landlords with notice of such Petitioner's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes any Petitioner's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors who claim a security interest in the fixtures, such landlord and Petitioner, or by further Order of this Court upon application by the Petitioners, CRO, the landlord or the applicable secured creditors on at least two (2) clear days' notice to the other parties. If any Petitioner or CRO disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any dispute concerning such fixtures (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to any Petitioner's claim to the fixtures in dispute.
13. If a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then: (a) during the period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours on giving the Petitioners and the Monitor 24 hours' prior written notice; and (b) at the effective time of the disclaimer, the landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims the landlord may have against the Petitioners, or any other rights the landlord might have, in respect of such lease or leased premises and the landlord shall be entitled to notify the Petitioners of the basis on which it is taking possession and gain possession of and re-lease such leased premises to any third party or parties on such terms as the landlord considers advisable, provided that nothing herein shall relieve the landlord of its obligation to mitigate any damages claimed in connection therewith.
14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c. 5 and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any regulations promulgated under authority of either Act, as applicable (the "**Relevant Enactment**"), each Petitioner, in the course of these proceedings, is permitted to, and hereby shall, disclose personal information of identifiable individuals in its possession or control to stakeholders, its advisors, prospective investors, financiers, buyers or strategic partners (collectively, "**Third Parties**"), but only to the extent desirable or required to negotiate and complete the Restructuring or to prepare and implement the Plan or transactions for that purpose; provided that the Third Parties to whom such personal information is disclosed enter into confidentiality agreements with the Petitioners binding them in the same manner and to the same extent with respect to the collection,

use and disclosure of that information as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or to prepare and implement the Plan or transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall return the personal information to the Petitioners or destroy it. If the Third Parties acquire personal information as part of the Restructuring or the preparation and implementation of the Plan or transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Petitioners.

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

15. Until and including the Return Date, or such later date as this Court may order (the “**Stay Period**”), no action, suit or proceeding in any court or tribunal (each, a “**Proceeding**”) against or in respect of any Petitioner, any of Energold de Mexico, S.A. de C.V., Bertram Drilling, Inc., E Global Drilling Corp., Energold Drilling (EMEA) Limited, Dando Drilling International Limited (collectively, the “**Affected Subsidiaries**”, and each an “**Affected Subsidiary**”), the Monitor, or affecting the Business or the Property, shall be commenced or continued except with the written consent of the Petitioners and the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of any Petitioner, Affected Subsidiary, or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.
16. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of any Petitioner, any Affected Subsidiary, or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Petitioners and the Monitor or leave of this Court.
17. Nothing in this Order, including paragraphs 15 and 16, shall: (i) empower any Petitioner or any Affected Subsidiary to carry on any business which such Petitioner or Affected Subsidiary is not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest (subject to the provisions of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien

or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Petitioners.

NO INTERFERENCE WITH RIGHTS

18. During the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any Petitioner or Affected Subsidiary, except with the written consent of the Petitioners and the Monitor or leave of this Court.

CONTINUATION OF SERVICES

19. During the Stay Period, all Persons having oral or written agreements with any Petitioner or Affected Subsidiary, or mandates under an enactment for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or any Petitioner or Affected Subsidiary, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services as may be required by any Petitioner or Affected Subsidiary, and that any Petitioner or Affected Subsidiary shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Order Date are paid by the Petitioners or Affected Subsidiaries (as the case may be) in accordance with normal payment practices of the Petitioners or Affected Subsidiary, or such other practices as may be agreed upon by the supplier or service provider and the Petitioners or Affected Subsidiaries and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

20. Notwithstanding any provision in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Order Date, nor shall any Person be under any obligation to advance or re-advance any monies or otherwise extend any credit to any Petitioner or Affected Subsidiary on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

21. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against the directors or officers of any Petitioner or Affected Subsidiary with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Petitioners or Affected Subsidiaries whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Petitioners or Affected Subsidiaries, if one is filed, is sanctioned by this Court or is refused by the creditors of the Petitioners or Affected Subsidiaries or this Court. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a director or officer of any Petitioner or Affected Subsidiary that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

DIRECTORS AND OFFICERS INDEMNIFICATION AND CHARGE

22. Each Petitioner shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of any Petitioner after the commencement of the within proceedings, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.
23. The directors and officers of each Petitioner shall be entitled to the benefit of and are hereby granted a charge (the "**D&O Charge**") on the Property, which charge shall not exceed an aggregate amount of \$200,000 as security for the indemnity provided in paragraph 22 of this Order, allocated *pari passu* among the directors and officers of the Petitioners. The D&O Charge shall have the priority set out in paragraph 48.
24. Notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge, and (b) each Petitioner's directors and officers shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 22 of this Order.

APPOINTMENT OF CHIEF RESTRUCTURING OFFICER

25. The appointment of Mark Berger as Chief Restructuring Officer (in such capacity, the “**CRO**”) of the Petitioners and Affected Subsidiaries is hereby confirmed and shall continue pending further order of this Court. The agreement entered into between Portage Point Partners LLC (“**Portage Point**”) and Energold Drilling Corp. dated June 28, 2019 (the “**CRO Agreement**”) is hereby approved and the Petitioners are authorized and directed to comply with all of their obligations under the CRO Agreement, including the payment of fees and expenses contemplated by the CRO Agreement in accordance with the Term Sheet. In the event of any conflict between the CRO Agreement and this Order, the provisions of this Order shall govern.
26. Portage Point and the CRO shall not incur any liability or obligation as a result of his appointment or the carrying out of his duties as CRO, whether before or after the granting of this Order, save and except for any gross negligence or wilful misconduct, provided that any liability of Portage Point and the CRO with respect to the carrying out of his duties as CRO shall in no event exceed the quantum of the fees paid under the CRO Agreement.
27. No action or proceeding shall be commenced against or in respect of Portage Point and the CRO, except with the written consent of the CRO or with leave of this Court on notice to the CRO, the Monitor and the Petitioners.
28. The Petitioners shall indemnify Portage Point and the CRO against obligations and liabilities that he may incur as CRO of the Petitioners, except to the extent that such obligations or liabilities were incurred as a result of the CRO’s gross negligence or wilful misconduct. All such indemnity obligations of the Petitioners to Portage Point and the CRO shall be secured by the D&O Charge.
29. Neither Portage Point nor the CRO shall, as a result of the appointment as CRO, be deemed to be in Possession of any of the Property within the meaning of Environmental Legislation; provided however, if Portage Point or the CRO is nevertheless later found to be in Possession of any Property, then Portage Point or the CRO, as the case may be, shall be entitled to the benefits and protections in relation to the Energold Group and such Property as are provided to a monitor under section 11.8(3) of the CCAA; provided further however, that nothing in this subparagraph shall exempt Portage Point or the CRO from any duty to report or make disclosure imposed by a law and incorporated by reference in section 11.8(4) of the CCAA.

POWERS OF THE CRO

30. In addition to and in no way derogating from the powers and duties of the CRO as otherwise set out in the CRO Agreement and this Order, the CRO is hereby granted the following powers to be exercised in his discretion and when he considers it appropriate:
- (a) to exercise all powers necessary to operate the Business;
 - (b) to exercise the restructuring powers set out in paragraph 10 of this Order, including filing a Plan;
 - (c) to disclaim or resiliate agreements to which the Petitioners are parties, pursuant to section 32 of the CCAA without the agreement or consent of the Petitioners, including without limitation, taking all ancillary and necessary steps in relation to such disclaimers or resiliations;
 - (d) to take all steps and execute such necessary documents, certificates and agreements, on behalf of the Petitioners, in respect of or reasonably incidental to the Term Sheet (as defined in paragraph 44), including preparation of budgets and cash flows, without the agreement or consent of the Petitioners;
 - (e) to continue, implement, conduct and complete the SSP (as defined in the Affidavit #1 of Mark Berger) without the agreement or consent of the board of directors of the Petitioners, including without limitation taking all ancillary and necessary steps in relation to the SISP such as evaluating offers, negotiating and executing agreements on behalf of the Petitioners and causing the Petitioners to apply for court orders related to the SISP;
 - (f) to exercise the powers and authority granted to the Petitioners under paragraph 4 of this Order, take all steps and execute such necessary documents, certificates and agreements, on behalf of the Petitioners, in respect of or reasonably incidental to the banking, financial or administrative activities of such Petitioner, without the agreement or consent of the board of the Petitioners; and

(g) to perform such other duties or take steps reasonably incidental to the exercise of any powers and obligations conferred upon the CRO by this Order or any further order of this Court.

31. No provision of this Order is intended, or shall be deemed, to appoint or otherwise obligate the CRO as a director or employee of any of the Petitioners. Additionally, nothing in this Order shall be deemed to constitute the CRO as a receiver, trustee, assignee, liquidator or receiver and manager of any of the Petitioners.

APPOINTMENT OF MONITOR

32. FTI is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Petitioners with the powers and obligations set out in the CCAA or set forth herein, and that the Petitioners, its shareholders, officers, directors, Assistants, and the CRO shall advise the Monitor of all material steps taken by the Petitioners and the CRO pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

33. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Petitioners' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Petitioners and the CRO, to the extent required by the Petitioners, in its dissemination, to the Interim Lender (as hereinafter defined), its counsel and its advisors of financial and other information as agreed to between the Petitioners and the Interim Lender which may be used in these proceedings, including reporting on a basis to be agreed with the Interim Lender;
- (d) advise the Petitioners in their preparation of the Petitioners' cash flow statements and reporting required by the Interim Lender, which information shall be reviewed with the Monitor and

delivered to the Interim Lender, its counsel and its advisors on such basis as may be agreed by the Petitioners and the Interim Lender;

- (e) advise the Petitioners and the CRO in their development of the Plan and any amendments to the Plan;
- (f) assist the Petitioners, to the extent required by the Petitioners, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Petitioners, to the extent that is necessary to adequately assess the Petitioners' business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (i) apply to this Court for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court, including for advice and directions with respect to any matter; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

34. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof, and nothing in this Order shall be construed as resulting in the Monitor being an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

35. Nothing herein contained shall require or allow the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of

the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Fisheries Act*, the *British Columbia Environmental Management Act*, the *British Columbia Fish Protection Act* and regulations thereunder, or any analogous legislation in the Provinces of Alberta or Manitoba (collectively, the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. For greater certainty, the Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

36. The Monitor shall provide any creditor of the Petitioners and the Interim Lender with information provided by the Petitioners in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Petitioners is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Petitioners may agree.
37. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the rights and protections afforded the Monitor by the CCAA or any applicable legislation.

ADMINISTRATION CHARGE

38. The Monitor, the CRO, counsel to the Monitor, if any, and counsel to the Petitioners shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Petitioners as part of the cost of these proceedings. The Petitioners are hereby authorized and directed to pay the accounts of the Monitor, the CRO, counsel to the Monitor and counsel to the Petitioners on a periodic basis.
39. The Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the British Columbia Supreme Court who may determine the manner in which such accounts are to be passed,

including by hearing the matter on a summary basis or referring the matter to a Registrar of this Court.

40. The Monitor, counsel to the Monitor, the CRO and counsel to the Petitioners shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$450,000 as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor, CRO and such counsel, both before and after the making of this Order which are related to the Petitioners’ restructuring. The Administration Charge shall have the priority set out in paragraph 49 hereof, and the priority shall be divided among the Monitor, counsel to the Monitor, the CRO and counsel to the Petitioners as follows:
- (a) \$150,000 as security for the fees and disbursements of the Monitor and its counsel, incurred at the standard rates and charges of the Monitor and its counsel;
 - (b) \$150,000 as security for the fees and disbursements of the CRO, incurred at the standard rates and charges of the CRO; and
 - (c) \$150,000 as security for the fees and disbursements of the Petitioners’ counsel, incurred at the standard rate and charges of the Petitioners’ counsel.

FINANCIAL ADVISOR CHARGE

41. The engagement letter entered into between Ernst & Young Orenda Corporate Finance Inc. (“**EYO**”) and Energold Drilling Corp. dated May 22, 2019 is hereby approved, and the Petitioners are authorized and directed to continue the engagement of the EYO and Ernst & Young Inc. (together, the “**Financial Advisor**”) as Assistants.
42. The Financial Advisor is hereby granted a charge in the amount of \$200,000 (the “**Financial Advisor’s Charge**”) on the Property to secure all obligations under the Financial Advisor engagement letter. The Financial Advisor Charge shall have the priority set out in paragraph 49 of this Order.

INTERIM FINANCING

43. The Petitioners are hereby authorized and empowered to obtain and borrow under a credit facility from Energold DIP Lender, LLC (the “**Interim Lender**”) in order to finance the continuation of the

Business and preservation of the Property, provided that borrowings under such credit facility shall not exceed \$3,500,000 unless permitted by further Order of this Court.

44. Such credit facility shall be on the terms and subject to the conditions set forth in the DIP Facility Term Sheet between the Petitioners and the Interim Lender dated as of September 12, 2019 (the "**Term Sheet**"), filed.
45. The Petitioners are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Petitioners are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.
46. The Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property. The Interim Lender's Charge shall not secure an obligation that exists before this Order is made. The Interim Lender's Charge shall have the priority set out in paragraph 49 hereof.
47. Notwithstanding any other provision of this Order:
 - (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;
 - (b) upon the occurrence of an event of default under any of the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon three (3) business days' notice to the Petitioners and the Monitor, may exercise any and all of its rights and remedies against the Petitioners or the Property under or pursuant to the Term Sheet, Definitive Documents and the Interim Lender's Charge, including without limitation, to cease making advances to the Petitioners and set off and/or consolidate any amounts owing by the Interim Lender to the Petitioners against the obligations of the Petitioners to the Interim Lender under the Term Sheet, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Petitioners and

for the appointment of a trustee in bankruptcy of the Petitioners; and the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Petitioners or the Property.

48. The Interim Lender, in such capacity, shall be treated as unaffected in any plan of arrangement or compromise filed by the Petitioners under the CCAA, or any proposal filed by any Petitioner under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

49. The priorities of the Administration Charge, the D&O Charge and the Interim Lender's Charge, as among them, shall be as follows:

First - Administration Charge (to the maximum amount of
pari passu \$450,000)

First - Financial Advisor Charge (to the maximum amount of
pari passu \$200,000)

Third - Interim Lender's Charge (up to the maximum amount of
\$3,750,000, plus interest, costs fees and disbursements
payable under the Term Sheet)

Fourth - D&O Charge (to the maximum amount of \$200,000)

50. Any security documentation evidencing, or the filing, registration or perfection of, the Administration Charge, the Financial Advisor Charge, the Interim Lender's Charge and the D&O Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register or perfect any such Charges.
51. Each of the Charges shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, save and except those claims contemplated by section 11.8(8) of the CCAA.

52. Except as otherwise expressly provided herein, or as may be approved by this Court, the Petitioners shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with the Charges, unless the Petitioners obtains the prior written consent of the Monitor, the Interim Lender and the beneficiaries of the Administration Charge, the Financial Advisor Charge, and the D&O Charge.
53. The Administration Charge, the Financial Advisor Charge, the D&O Charge, the Term Sheet, the Definitive Documents and the Interim Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the Interim Lender shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Petitioners; and notwithstanding any provision to the contrary in any Agreement:
- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by any Petitioner of any Agreement to which it is a party;
 - (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Petitioners entering into the Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
 - (c) the payments made by any Petitioner pursuant to this Order, the Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.
54. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Petitioner's interest in such real property leases.

SERVICE AND NOTICE

55. The Monitor shall (i) without delay, publish in one national Canadian newspaper a notice containing the information prescribed under the CCAA, (ii) within five days after Order Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against any Petitioner of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.
56. The Petitioners and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Petitioners' creditors or other interested parties at their respective addresses as last shown on the records of the Petitioners and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.
57. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the "**Service List**") to be maintained by the Monitor. The Monitor shall post and maintain an up to date form of the Service List on its website at: <http://cfcanada.fticonsulting.com/energold/>.
58. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on its website at: <http://cfcanada.fticonsulting.com/energold/>.
59. Notwithstanding paragraphs 56 and 57 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal and British Columbia, Alberta and Manitoba Crowns in accordance with: (i) the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the Federal Crown; (ii) the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown, (iii) *The Proceedings Against the Crown Act*, R.S.A. 2000, c P-25, in respect of the Alberta Crown; or (iv) *The Proceedings Against the Crown Act*, CCSM c P140, in respect of the Manitoba Crown.

GENERAL

60. The Petitioners, the Monitor, the CRO or the Financial Advisor may from time to time apply to this Court for directions in the discharge of its powers and duties hereunder.
61. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any Petitioner, the Business or the Property.
62. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.
63. Each of the Petitioners and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including acting as a foreign representative of any Petitioner to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended.
64. Any Petitioner may (subject to the provisions of the CCAA and the BIA) at any time file a voluntary assignment in bankruptcy or a proposal pursuant to the commercial reorganization provisions of the BIA if and when the Petitioners determine that such a filing is appropriate.
65. The Petitioners are hereby at liberty to apply for such further interim or interlocutory relief as it deems advisable within the time limited for Persons to file and serve Responses to the Petition.
66. Leave is hereby granted to hear any application in these proceedings on two (2) clear days' notice after delivery to all parties on the Service List of such Notice of Application and all affidavits in support, subject to the Court in its discretion further abridging or extending the time for service.

67. Any interested party (including the Petitioners, the CRO, and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to all parties on the Service List and to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
68. Endorsement of this Order by counsel appearing on this application, except for counsel to the Petitioners, is hereby dispensed with.
69. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the Order Date.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT

Signature of Lisa Hiebert
 Party Lawyer for the Petitioners

BY THE COURT

REGISTRAR

Schedule "A"
LIST OF COUNSEL

Name of Counsel	Party Represented
Lisa Hiebert Ryan Laity	The Petitioners, Energold Drilling Corp. and others
Mary Buttery	The proposed Monitor, FTI Consulting Canada Inc.
Chris Ramsay	The proposed interim financing lender, Energold DIP Lender, LLC and Extract Capital LLC as the administrative agent for secured noteholders

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGOLD DRILLING CORP., CROS-MAN DIRECT
UNDERGROUND LTD., EGD SERVICES LTD., BERTRAM DRILLING
CORP., AND OMNITERRA INTERNATIONAL DRILLING INC.

PETITIONERS

ORDER MADE AFTER APPLICATION (INITIAL ORDER)

BORDEN LADNER GERVAIS LLP
1200 Waterfront Centre
200 Burrard Street
P.O. Box 48600
Vancouver, BC V7X 1T2
Telephone: (604) 632-3544
Attn: Lisa Hiebert
Email: lhiebert@blg.com
File: 035456.000004

Schedule "B"

FORM OF SEALING ORDER

Please see attached.

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGOLD DRILLING CORP., CROS-MAN DIRECT
UNDERGROUND LTD., EGD SERVICES LTD., BERTRAM DRILLING CORP., AND
OMNITERRA INTERNATIONAL DRILLING INC.

PETITIONERS

SEALING ORDER

BEFORE THE HONOURABLE

)
)
)

September ____, 2019

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the ____ day of September, 2019; AND ON HEARING Lisa Hiebert, counsel for the Petitioners and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the Affidavit #2 of Mark Berger sworn on September 12, 2019 AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "CCAA"), the British Columbia Supreme Court Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. Access to Sealed Items permitted by:

- Counsel of Record
 Parties on Record
 Further Court Order
 Others _____

2. Items to be sealed

Document Name	Date filed: <i>(Date on Court Stamp)</i>	Number of copies filed, including any extra copies for the judge	Duration of sealing order: <i>(to specific date or until further order)</i>	Sought:	Granted	
					YES	NO
(1) <u>Entire File</u>	N/A	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <u>Specific Document</u> Affidavit # 2 of Mark Berger	September 12, 2019	2	Until further order	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <u>Clerk's Notes</u>	N/A	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <u>Order</u>	N/A	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

Signature of Lisa Hiebert
 Party Lawyer for the Petitioners

BY THE COURT

REGISTRAR

Schedule "A"

LIST OF COUNSEL

Name of Counsel	Party Represented
Lisa Hiebert Ryan Laity	The Petitioners, Energold Drilling Corp. et al
Mary Buttery	The proposed Monitor, FTI Consulting Canada Inc.
Chris Ramsay	The proposed interim financing lender, Energold DIP Lender, LLC and Extract Capital LLC as the administrative agent for secured noteholders

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGOLD DRILLING CORP., CROS-MAN DIRECT
UNDERGROUND LTD., EGD SERVICES LTD., BERTRAM DRILLING CORP.,
AND OMNITERRA INTERNATIONAL DRILLING INC.

ORDER MADE AFTER APPLICATION (SEALING ORDER)

BORDEN LADNER GERVAIS LLP
1200 Waterfront Centre
200 Burrard Street
P.O. Box 48600
Vancouver, BC V7X 1T2
Telephone: (604) 632-3544
Attn: Lisa Hiebert
Email: lhiebert@blg.com
File: 445044/000001

Schedule "C"

FORM OF AUCTION PROPOSAL ORDER

Please see attached.

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGOLD DRILLING CORP., CROS-MAN DIRECT
UNDERGROUND LTD., EGD SERVICES LTD., BERTRAM DRILLING CORP., AND
OMNITERRA INTERNATIONAL DRILLING INC.

PETITIONERS

ORDER MADE AFTER APPLICATION

(APPROVAL AND VESTING ORDER)

BEFORE THE HONOURABLE

)
)
)

September ___, 2019

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the ___ day of September, 2019; AND ON HEARING Lisa Hiebert, counsel for the Petitioners and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the Affidavit #1 of Michael Bell sworn on September 11, 2019 and the Pre-filing Report of FTI Consulting Canada Inc. as the proposed Monitor of the Petitioners (in such capacity, the "**Monitor**"); AND UPON BEING ADVISED that the secured creditors who are likely to be affected by the orders set out herein were given notice; AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**") and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the notice of application for this Order is hereby abridged and deemed good and sufficient, and this application is properly returnable today.
2. The sale of assets described in Schedule A (the “**BDC Assets**”) of the asset disposition proposal dated September 3, 2019 (the “**Auction Agreement**”) between Energold Drilling Corp., in its capacity as the sole shareholder of Bertram Drilling Corp. (the “**Vendor Petitioner**”) and Century Services Corp. (“**Century**”), a copy of which is attached as “**Schedule “B”** is hereby approved and the Auction Agreement is commercially reasonable. The execution of the Auction Agreement by the Vendor Petitioner is hereby authorized and approved, and the Vendor Petitioner and Century are hereby authorized and directed to execute and deliver such additional, related and ancillary documents and assurances governing or giving effect to the transactions contemplated in the Auction Agreement as the Vendor Petitioner and Century, in consultation with the Monitor, deem reasonably necessary or advisable to conclude the transactions effected by the auction. Without restricting the scope of the foregoing, the Vendor Petitioner is authorized to deliver to Century one or more general conveyances and/or specific conveyances signed by the Vendor Petitioner.
3. Century is authorized to market and sell the BDC Assets in accordance with the terms of the Auction Agreement.
4. Upon Century receiving the proceeds of sale from the BDC Assets which are to be paid to the Vendor Petitioner in accordance with the Auction Agreement (the “**Net Sale Proceeds**”), all such proceeds shall immediately be impressed with a charge in favour of the Vendor Petitioner and shall be held in trust for the benefit of the Vendor Petitioner until such time as the Net Sale Proceeds are received by the Vendor Petitioner. While held by Century, the Net Sale Proceeds shall be held in a separate trust account for the benefit of the Vendor Petitioner.
5. Upon Century paying to the Vendor Petitioner the Net Sale Proceeds together with an accounting for same and delivery by the Monitor to Century of a certificate substantially in the form attached

as **Schedule "C"** hereto (the "**Monitor's Certificate**"), the BDC Assets and all right, title and interest in and to the BDC Assets shall vest absolutely in the person or persons acquiring same including Century itself with respect to those remaining BDC Assets not sold by auction (collectively, the "**Purchasers**") free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, 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: (i) any encumbrances or charges created by the Order of this Court dated September 13, 2019; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of Alberta or any other personal property registry system (collectively, the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the BDC Assets are expunged and discharged as against the BDC Assets upon payment of the Net Sale Proceeds by Century to the Vendor Petitioner and delivery by the Monitor of the Monitor's Certificate to Century. From and after the completion of the auction (including the payment of the Net Sale Proceeds by Century to the Vendor Petitioner), the Vendor Petitioner is authorized to discharge from the Personal Property Registry (Alberta) any claim registered against any of the BDC Assets being auctioned and/or sold by Century, to the extent the security interest is registered against the interest of the Petitioners or against any serial number of the BDC Assets.

6. The Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed upon the request of the Vendor Petitioner to forthwith cancel and discharge any registrations in the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests in Bertram Drilling Corp. or Energold Drilling Corp. in any of the BDC Assets.

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 BDC Assets is required for the due execution, delivery and performance by the Vendor Petitioner of the Auction Agreement.
8. For the purposes of determining the nature and priority of Claims, the Net Sale Proceeds shall stand in the place and stead of the BDC Assets, and from and after the delivery of the Monitor's Certificate all Claims shall attach to the Net Sale Proceeds with the same priority as they had with respect to the BDC Assets immediately prior to the sale, as if the BDC Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
9. The Monitor is to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof.
10. Upon the completion of the transactions contemplated by this Order and the Auction Agreement, the Petitioners and all persons who claim by, through or under the Petitioners in respect of the BDC Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the BDC Assets shall stand absolutely and forever barred, estopped, foreclosed from and permanently enjoined from pursuing, asserting, or claiming any right, title, interest or other Claims whatsoever in respect of or to the BDC Assets and to the extent that any such persons or entities remain in possession or control of any of the BDC Assets, certificates, instruments, or other indicia or title representing or evidencing any right, title or interest in and to the BDC Assets, they shall forthwith deliver possession thereof to the Purchasers (or its nominee) or to Century.
11. The Purchasers shall, by virtue of completion of the transactions contemplated by this Order and the Auction Agreement, have no liability of any kind whatsoever in respect of any Claims against the Petitioners.

12. The Purchasers (or its nominee) shall be entitled to enter into and upon, hold and enjoy the BDC Assets for its own use and benefit without any interference of or by the Petitioners or any person claiming by through or against the Petitioners.

13. Notwithstanding:

(a) these proceedings under the CCAA;

(b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made by or in respect of the Debtor,

the vesting of the BDC Assets pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* 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.

14. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Monitor 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 and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Petitioners or the Monitor and its agents in carrying out the terms of this Order.

15. Century, the Monitor or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

16. Endorsement of this Order by counsel appearing on this application, except for counsel to the Petitioners, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Lisa Hiebert
 Party Lawyer for the Petitioners

BY THE COURT

REGISTRAR

Schedule "A"

List of Counsel

Name of Counsel	Party Represented
Lisa Hiebert Ryan Laity	Energold Corp. and the other Petitioners
Mary Buttery	The proposed Monitor, FTI Consulting Canada Inc.
Chris Ramsay	The proposed interim financing lender, Energold DIP Lender, LLC and Extract Capital LLC as the administrative agent for secured noteholders

Schedule "B"

Century Auction Proposal

Please see attached.

ASSET DISPOSITION PROPOSAL

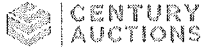
SUBMITTED: September 3, 2019
IN THE MATTER OF: Bertram Drilling Corp – ASSET DISPOSITION PROPOSAL
PRESENTED TO: ENERGOLD
Lisa Hiebert, BLG



CENTURY SERVICES CORP.
21314 TWP 554
FORT SASKATCHEWAN, ALBERTA T8L 4A4
PH. 780-944-9144

Anthony Alberda, Regional Manager | Northern Alberta
AAlberda@centuryservices.com
Ph. 780-935-2619

I. INTRODUCTION



September 3, 2019

Sent via Email: LHiebert@blg.com

ENERGOLD GROUP
c/o Borden Ladner Gervais LLP
1200 – 200 Burrard St
Vancouver BC V6B 1E6

Attention: Lisa Hiebert

RE: Bertram Drilling Corp– ASSET DISPOSITION PROPOSAL

Century Services Corp. (“Century”) has prepared this proposal to address the disposition requirements of Energold Drilling Corp. (“ENERGOLD”) as owner of Bertram Drilling Corp (“BD” or “Bertram Drilling”). Century’s 40 years of liquidation experience, our extensive experience in the heavy industrial marketplace and our global buyer network make us the ideal company to extract maximum value and minimize selling costs from the BD assets in this challenging economic environment.

Thank you for the opportunity to submit this proposal. I look forward to the opportunity to further dialog and assist you with your asset disposition needs.

Respectfully yours,
CENTURY SERVICES CORP.

Per:

A handwritten signature in black ink, appearing to read 'Anthony Alberda', written over a horizontal line.

Anthony Alberda, Regional Manager Northern Alberta

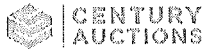




TABLE OF CONTENTS

I. INTRODUCTION	1
II. SUBJECT ASSETS	4
III. EXECUTIVE SUMMARY	4
IV. ASSET DISPOSITION PROPOSAL.....	4
V. SALES STRATEGY	9
VI. SALES MARKETING & ADVERTISING	9
VII. SALES PROCESS	10
VIII. SAMPLES OF BROCHURE & NEWSPAPER ADVERTISING	11
IX. PAST & PRESENT CLIENTS	12
X. ABOUT OUR CENTURY TEAM	13
XI. THE CENTURY GUARANTEE.....	14
XII. SCHEDULES	15





II. SUBJECT ASSETS

This proposal relates to an offer to liquidate a total slate of assets provided by ENERGOLD and as summarized here in Schedule A. Century will further include in an auction process all sundry and misc items not enumerated in Schedule A as may be present on the site/sites of BD and as needed to ensure all such assets are also liquidated.

III. EXECUTIVE SUMMARY

Century Services Corp. ("Century") has reviewed the listing of fixed assets ("Assets") of Bertram Drilling, per the listing provided by ENERGOLD, and is offering Three alternate disposal proposals for consideration.

IV. ASSET DISPOSITION PROPOSALS

Subject to such Court approval as may be necessary, ENERGOLD shall have the right to choose any one of the Three proposals outlined below:

Proposals A, B & C :

PROPOSAL A - NET MINIMUM GUARANTEE "NMG": \$ 4,800,000
with Gross Auction Revenue exceeding \$ 5,700,000 the "Sharing Threshold", to be split 75% to ENERGOLD and 25% to Century

- * [REDACTED] Adjustment; in the event [REDACTED] Purchases Units 722, 781 and 652 for no less than \$1,250,000, subject to Completion of the transaction through Century, the NMG shall increase to \$5,100,000 with a new sharing Threshold of \$6,000,000, to be split 75% to ENERGOLD and 25% to Century

PROPOSAL B - OUTRIGHT PURCHASE \$ 5,100,000

- * [REDACTED] Adjustment; in the event [REDACTED] Purchases Units 722, 781 and 652 for no less than \$1,250,000, subject to Completion of the transaction through Century, the OUTRIGHT PURCHASE shall increase to \$5,400,000

PROPOSAL C - STRAIGHT COMMISSION 0% Commission plus \$190,000 in expenses to be paid to Century

* Note - In the event of any other pre-sale of assets to a party other than [REDACTED] Century's base NMG and Outright Purchase offers shall apply.

V. APPRAISALS

If this proposal is accepted, Century will conduct appraisals of the assets of EGD Services, Cros-Man Direct Underground Ltd. and Bertram Drilling, Inc. (together, the "Appraisals"), at no cost to ENERGOLD.



GENERAL LIMITING CONDITIONS AND CRITICAL ASSUMPTIONS:

These Proposals are subject to the following General Limiting Conditions and Critical Assumptions:

1. ENERGOOLD accepts responsibility to ensure the assets are physically secure, and not exposed to tampering, theft, and improper use throughout the period between Century's physical inspection and the time of release of all Assets to ultimate buyers at the auction. Century will assist ENERGOOLD in securing the assets on a best-efforts basis.
2. This proposal assumes all Assets are in average operating condition and is based on information supplied by ENERGOOLD. Century viewed the equipment present at the BD yard in Carbon the week of August 12 2019 but did not inspect the operating and mechanical condition of said assets. Century's offer includes all viewed and not viewed assets of BD on a wall to wall, floor to ceiling basis not limited to the site in Carbon Alberta. Any such assets not in Carbon Alberta, Century, on a best efforts basis, will work with ENERGOOLD to transport or ascertain a secure facility to sell such assets on a mutually agreed upon case by case basis. In the event, any time up to and including pickup of the Assets by the ultimate buyer following an auction sale, Assets are not present, are not as physically inspected, or are not in reasonable working condition, Century shall have the right to adjust this offering in any manner acting reasonably.
3. In the event this proposal relates to a dispersal sale that is not a receivership or bankruptcy under the control of a receiver or bankruptcy trustee, or a sale approved in proceedings under the *Companies Creditors Arrangement Act* (Canada), this offer is based on seller supporting all necessary steps to facilitate transfer of assets free and clear. Seller must support pre-sale due diligence procedures including confirming "free and clear" status and where necessary seeking and obtaining "No Interest" letters or other documentation as may be required from all applicable creditors who either have charges against assets and/or charges against the seller entity generally (such as General Security Agreements). In the event, all such release documents are not received prior to 72 hours before the start of the close of the auction, it shall be at Century's sole discretion to remove any or all applicable assets from the NMG offering and conclude the auction based on selling any or all assets on the basis of the higher of the straight Commission rate outlined in this proposal or a straight Commission rate of 10%. Century shall not have the responsibility to communicate this to the seller prior to the sale as it is an obligation of the seller to receive and deliver all required release documentation from creditors to Century to support the sale process.
4. Century shall be either indemnified and held harmless by ENERGOOLD against any claim or action arising as a result of dealing with said Assets in a disposal process, or in the case of a receivership or bankruptcy shall be granted clearance via a Court certification process whereby Assets shall be free and clear, whichever shall be the applicable case.
5. In the event any asset included in this proposal is not physically available to Century to support viewing, writing up, photos, detailing as may be the case to support the sale of such asset prior to 14 days before the start of the close of the auction, Century shall have the sole discretion to remove said asset from the NMG offering and shall sell the asset in the auction based on the straight Commission rate outlined in this proposal. It is the seller's obligation to manage the process of ensuring all assets are available to Century.
6. The nature of the assets and in some cases the combination of assets to be included in a disposal can have a significant bearing on the overall appeal of a sale to the marketplace. As such, any changes to the asset listing (as compared against the Schedule A listing) to be included in the disposal process

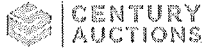




could change the marketability of the overall disposal sale. Therefore, any changes to the asset listing can result in Century adjusting these Proposals upto and including retracting our NMG offering, at its sole discretion.

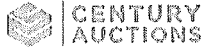
7. Whereas Century has been engaged to and shall liquidate all assets of Bertram Drilling Corp not only the Assets specifically listed in Schedule A. This shall include all non-fixed, non-fixture, miscellaneous and sundry assets of every kind ("Sundry Assets") on a wall-to-wall, floor-to-ceiling basis that may ultimately carry any reasonable value through an auction process. The total of all such Sundry Assets shall be included in sale results and contribute to Century meeting the NMG and Sharing Threshold values and is not separate from the Assets for this purpose. **ENERGOLD** shall be responsible to ensure it reviews all such Sundry Items 7 days prior to the close of the Auction and confirm all are appropriate for sale and notify Century prior to that date to request removal in the event any Sundry Asset is not to be included in the sale for any reason.
8. Century will be permitted the use of "Bertram Drilling Corp" in advertising an Onsite Timed Online Auction sale related to the Assets. Century will be allowed to advertise the Onsite Timed Online Auction Sale as a Receivership Sale.
9. If any of these Proposals is accepted, the financial terms of all Proposals will be kept confidential by all parties until Century has completed disposition of the Assets. In the event that court approval is required for acceptance of any of these Proposals, an order will be obtained in conjunction with the court approval order sealing any court documents containing the financial terms of these Proposals until Century has completed disposition of the Assets.
10. Century will have unrestricted, free use of the premises throughout the period to prepare the assets for the auction. **ENERGOLD** will be responsible for all costs associated with this occupancy without limitation. Century shall set up and close the auction on a best efforts basis sometime on or before mutually agreed upon date, presently anticipated to be October 17, 2019. Century anticipates its use of the premises shall end on November 1, 2019 or a mutually agreed upon date. To support the above proposed schedule, Century would require final authorization to proceed with the auction no later than Sept 19, 2019.
11. Century will have an inspection period prior to the Onsite Timed Online Auction.
12. Century will set-up, detail and catalogue the Assets to be sold by Auction.
13. Century will advertise where applicable an Onsite Timed Online Auction Sale through relevant daily, weekly and trade papers; through exposure on the Internet (including social media); trade related companies; to Century contacts from previous like sales; and through direct telephone solicitation to relevant potential purchasers.
14. **Gross Auction Revenue** is the total of all proceeds of sale of all assets made available to Century for sale associated with this file regardless of whether assets were known to Century at the time of the proposal. Century reserves the right to sell any Assets prior to the auction sale. All such sales shall be included in calculating **Gross Auction Revenue**.
15. Century will operate a **Timed Online Auction Sale** on a mutually agreed upon date.
16. Century will be responsible for charging, collecting and remitting the GST which it shall do in all cases except where it has been confirmed that an asset or group of assets is GST exempt. In all cases in this proposal, on all amounts, GST where it is applicable, is extra.





17. Century shall continue to carry a \$5 million Comprehensive General Liability insurance policy covering personal injury and property damage that may occur during the Onsite Timed Online Auction Sale as described above. ENERGOOLD shall satisfactorily insure the Assets Century is liquidating.
18. Century will be responsible for collection of monies for all sales and will guarantee payment once collected. All sale proceeds shall be deposited and held in a trust account. ENERGOOLD will not hold Century responsible for funds associated with any auction buyers who fail to complete payment of auction/disposal invoices. Century will assist on a best-efforts basis to conclude alternative sales of assets under such circumstances.
19. ENERGOOLD shall be responsible for merchant charges related to funds received from bank card or any other payments where extra charges are applied to the payee's account.
20. Century reserves the right to charge a Buyer's Premium which for this disposal auction shall be up to 15%. For Proposal A, any Buyer's Premium collected will be included in the **Gross Auction Revenue**. For Proposals B and C, any Buyer's Premium collected will be to the sole account of Century and will not be included in the Gross Auction Revenue.
21. Century shall have the right to add any other assets to the sale at their sole discretion. All monetary proceeds associated with the sale of such additions shall be to Century's account alone and shall not be included in any way in **Gross Auction Revenue** for the purposes of this Agreement.
22. In the case the NMG proposal is selected, during the sale process Century shall have the right in its sole discretion, to establish a price for any Asset as the minimum price at which such Asset may be sold in the Auction Sale. Any Asset which does not sell at or prior to the Auction Sale, shall, upon Century's election and without further evidence of conveyance, in consideration of the payment of the NMG, be conveyed to and vested in Century, Century shall also have the right to bid on and acquire any Asset in the Auction Sale (each such asset so conveyed or acquired, referred to as an "Acquired Asset"). All Acquired Assets shall be free and clear of any and all encumbrances and ENERGOOLD shall have no interest or entitlement in respect of the proceeds of any subsequent sale of any Acquired Asset. In the event the assets are not moved to Century's site, Century may also abandon any Asset which it does not elect to acquire.
23. Century does not assume responsibility for disposal or proper treatment of any hazardous materials as defined by municipal, provincial or federal legislation.
24. Clean up and garbage disposal costs incurred shall be deducted from the Auction proceeds payable to ENERGOOLD
25. Any costs to transport, detail or repair equipment for Auction shall be agreed upon between Century and ENERGOOLD before work is completed and deducted from Auction proceeds payable to ENERGOOLD.
26. Century reserves the right to abandon any unsold Assets.
27. Within 21 days of the Auction sale, Century shall provide a full report of all sales of the Assets together with sale proceeds in the form of a cheque.
28. Century reserves the right to amend these Proposals in the event that between the date of this letter and the date or proposed date of the auction or sale there occurs an event of *force majeure* which shall include, but not be limited to, acts of God, riots, civil disturbances, strikes, lock-outs, acts of war, terrorism, insurrection and the like.





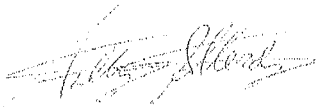
In order to comply with the timetable as outlined, the above offers are open until 12:00 PM, September 6, 2019 unless extended by mutual agreement.

We trust the above is to your satisfaction. We are ready to proceed immediately.

PROPOSAL ACCEPTED: 9/8/19

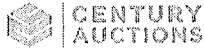
Respectfully yours,
CENTURY SERVICES CORP.

ENERGOLD DRILLING CORP., in its capacity
as the sole shareholder of BERTRAM
DRILLING CORP

Per: 
Anthony Alberda

Per: 





V. SALES STRATEGY

Century will setup and operate a two component Asset Disposition Strategy consisting of a Pre-Sales opportunity concurrently with an Online Public Auction Sale. Potential Buyers will have the opportunity to view the Assets either onsite or online, and will be able to submit competing Bids before or during the Auction.

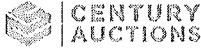
The Pre-Sales opportunity has been shown to attract serious potential Buyers willing to pay top dollars for an Asset, and meanwhile creating an increasingly competitive environment that will benefit the Liquidation and Auction Sale in maximizing overall returns.

VI. SALES MARKETING & ADVERTISING

Century may incorporate any of the following combination of techniques to facilitate an effective and efficient marketing campaign, to maximize exposure, market penetration and reach potential buyers, and to meet budgetary requirements.

- Trade & Industry Related Publications
- Newspapers – Local, Regional, National, and North American wide
- Social Media & Other Online Marketing Techniques & Paid Promotions
- Pay Per Click Keyword Searches on Internet Search Engines
- Email Marketing Campaigns
- Internet Marketing, Web Banners, E-Newsletters
- Website Marketing
- Upcoming Auction Postings & Teasers
- Buy & Sell Listings
- Brokers & Dealers
- Marketing Brochures, Flyers, Post Cards, Handouts, and other printed matter
- Trade Shows & Events
- Targeted Mail, Email, Fax, and Telemarketing
- Addressed and Unaddressed Admail Campaigns
- Press Release, Television and Radio Campaigns
- Past and Present Clients
- Other

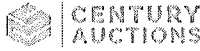




VII. SALES PROCESS

The Sales Process will be comprised of the following order:

- 1) Proposal acceptance.
- 2) Planning Stage:
 - Project Management & Budgeting
 - Inspect Premises & Secure Assets
 - Deploy Staff & Resources
 - Preliminary Checks – Inspect Equipment, Equipment Listing, Photos, Documents
 - Clean, Prep, and Service Assets for maximum return
 - Organize The Premises and Organize the Assets
 - Create Marketing Plan & Design Ad Materials
- 3) Marketing Stage & Pre-Sales:
 - Identify Target Market
 - Implement Marketing and Advertising Campaign
 - Post Asset Descriptions For Online Viewing
 - Respond To Inquiries, and Schedule Viewing Appointments
 - Negotiate Pre-Sales
 - Register Bidders
- 4) Liquidation & Auction Setup
 - Continue to Prepare Venue for Liquidation & Auction
 - Obtain Cleaner Photos and Descriptions of Assets
 - Prelotting & Cataloging
- 5) Auction Previewing & Bidder Registrations
- 6) Auction Day
- 7) Auction Loadout
- 8) Final Accounting & Reporting
- 9) Distribution of Proceeds



VIII. SAMPLES OF BROCHURE & NEWSPAPER ADVERTISING

TIMED ONLINE AUCTION
 LATE MODEL FRACKING & COIL TUBING EQUIPMENT
MILLENNIUM
BIDDING NOW OPEN!
 BIDDING CLOSES: WEDNESDAY, AUGUST 19, 10:00 AM (MST)
 Location: Hwy. 111, Box #17, Rocky Mountain, AB
 ** AS NEW AS 2013 - EXCEPTIONAL QUALITY & CONDITION **
CENTURY SERVICES INC. Ph. 780-944-9144 • www.CenturyServices.com

RECEIVERSHIP SALE
FOR SALE BY OFFER
RECEIVERSHIP LIQUIDATION
AVIM
CENTURY SERVICES INC. Ph. 780-944-9144 • www.CenturyServices.com

RECEIVERSHIP AUCTION
MJ's WATER HAULING
THURSDAY, OCTOBER 15, 2015
AT 10:00 AM (MST)
CENTURY SERVICES INC. Ph. 403-870-1177 • 1-877-294-9488

UNRESERVED AUCTION
SHEPARD ROAD PLANT CLOSURE
TUESDAY, NOVEMBER 24TH, 2015 AT 10:00 AM
IF-FOREMOST
CENTURY SERVICES INC. Ph. 403-289-8600 • 800-786-0057

UPCOMING PLANT CLOSURE
THURSDAY, OCTOBER 15, 2015
AT 10:00 AM (MST)
CENTURY SERVICES INC. Ph. 403-870-1177 • 1-877-294-9488

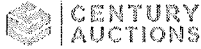
UNRESERVED AUCTION
PPEC OIL SANDS EXPEDITING LTD.
Auction: Thursday, Oct 15, 2015 - 9am MST
Previews: Oct 13 & 14 - 8:30am MST
Location: PPEC Site, Fort McMurray, Alberta, Canada
SELLING 512 MILLION FEET OF INDUSTRIAL & CONSTRUCTION EQUIPMENT
CENTURY SERVICES INC. Ph. 403-870-1177 • 1-877-294-9488

UNRESERVED AUCTION
G.L.M. Industries L.L. and G.L.M. Industries Inc.
Auction: Wed, Oct 28, 2015 - 9am CDT
Previews: Oct 26 & 27 - 8:30am CDT
Location: 14 Street & 4 Ave, Edmonton, Saskatchewan
SELLING 110 MILLION FEET OF CONSTRUCTION EQUIPMENT & CRANES & ROLLING STOCK & MORE...
CENTURY SERVICES INC. Ph. 403-870-1177 • 1-877-294-9488

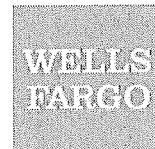
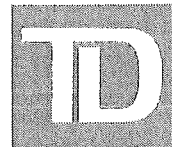
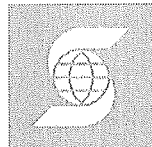
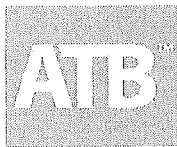
OILFIELD EQUIPMENT FOR SALE
X-TRAILS
CENTURY SERVICES INC. Ph. 780-944-9144 • www.CenturyServices.com

UNRESERVED AUCTION
RECEIVERSHIP LIQUIDATION BY M.P.L.M., NEWELL & MANNING
Event 1: Auction: Wed, Oct 28, 2015 - 9am CDT
Previews: Oct 26 & 27 - 8:30am CDT
Location: 11011 Ave, Fort Saskatchewan, Alberta
SELLING OVER 1000+ LOTS
Event 2: Auction: Wed, Nov 4, 2015 - 9am MST
Previews: Nov 2 & 3 - 8:30am MST
Location: 11011 Ave, Fort Saskatchewan, Alberta
SELLING OVER 1000+ LOTS
CENTURY SERVICES INC. Ph. 403-870-1177 • 780-560-1031

UNRESERVED AUCTION
HOTEL & CONFERENCE CENTRE CLOSURE
SAWRIDGE INN
WEDNESDAY, JANUARY 14, 2017
AT 9:00 AM (MST)
COMPLETE CONTENTS OF HOTEL & CONFERENCE CENTRE UP FOR AUCTION
CENTURY SERVICES INC. Ph. 403-870-1177 • 1-877-294-9488



IX. PAST & PRESENT CLIENTS





X. ABOUT OUR CENTURY TEAM

Century Services was established in 1983 and has offices in Calgary, Edmonton, Grande Prairie, Toronto, Vancouver, and Montreal. We provide an array of business services ranging from appraisals, auctions, liquidations, asset dispersals, inventory valuation, leasing and financing solutions.

APPRAISALS

Appraisals comprise a significant portion of our business, and often become the backbone to decision-making in all business areas and corporate developments.

Our diverse industry experience in appraisals and other business services has allowed Century Services to become a reputable and reliable source for many private businesses, corporations, financial institutions, law firms, accounting firms, government institutions, and in mergers & acquisitions.

We rely heavily on product knowledge, historical data, experience, and reliable external industry sources, and apply these to various sectors, from industrial machinery, manufacturing, heavy equipment, agricultural, oil & gas, forestry, mining, real estate, automotive & trucking, food & hospitality, to consumer retail.

AUCTIONS

With over 30 years of cross industry experience and marketing knowledge, Century can effectively bring buyers and sellers together in a highly competitive bidding environment to maximize returns. From live auctions to online webcast auctions, we have the expertise.

LIQUIDATIONS

Century's team will provide a custom tailored liquidation recovery strategy which is best suited to maximize the asset-to-cash realization for clients in Retail, Wholesale, Commercial, and Industrial settings.

ASSET DISPERSAL OPTIONS

We can market less commonly traded assets by employing different sales strategies, which may include Tenders, Offers for Sale, and Direct Sales campaigns.

Century will sell assets on a straight commission or fixed fee basis. Alternately, we can provide a net minimum guaranteed return or outright purchase option.

FINANCING

Century provides a variety of asset based financing solutions to North American based companies who require short-term capital where conventional sources may be unavailable.

- Bridge Loans
- Cash Advance Program
- Debtor-in-Possession Financing
- Distressed Lending
- Inventory Factoring
- Sale & Leaseback
- Take Out Loans
- Terms Loans





XI. THE CENTURY GUARANTEE

Clients rely on Century's advisory services and appraisal valuations for their most important business decisions. We will guarantee our Forced Sale Value appraisals with a net minimum guaranteed return, or an outright purchase.

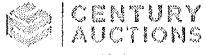
We maintain a group of Certified Appraisers and Consultants, and Equipment Specialists from a wide variety of industries. Our network of Auctioneers and Liquidators are pioneers in the field and continue to lead in their respective specialties.

Our Financing Team consists of former Bankers and Professional Accountants, and we maintain a strong network of legal advisors and corporate advisory services. We can custom tailor a financing package to your Company's needs.

We also have the capital to buy large groups of assets to expedite the liquidation and auction process, and we have the expertise in asset-to-cash recoveries in a broad range of retail, wholesale, business, and industrial sectors.

Please contact us for more information on any of these services.





XII. SCHEDULES



- ▶ Glass; **clear**, minor, mod, severe
- ▶ Tires; matched & remaining tread good, **average**, poor.
- ▶ CVIP **Current**, Expired
- ▶ Overhead **Current**, Expired

596 1979 Ingersoll Rand TH60 DRILL; 400-M

SN - 0449

Cert. Expiry - Nov 2019

- ▶ Mast; 37.7-ft (11.5-m) long rated at 40,000-lbs static hook load capacity with (2) lines strung. Head travel: 27-ft 4-in, width: 36-in, depth: 28-in. Feed System; single cylinder cable-feed system, feed cylinder is connected to the head with pre-stretched cables to transmit pullback capacity of 40,000-lbs and pulldown capacity of approx. 29,990-lbs c/w 24 ½-in sheaves with a D:d ratio of 28:1 between sheave and ¾-in cable. Drill feed rate: 20-ft/min, fast feed up/down at 150 ft./min. Retractable table, fixed position carousel, pipe rack/slide and hydraulic cylinder actuated make up and break out wrenches.

- ▶ Integral hydraulic system including; pumps, common reservoir, thermal exchanger and infrastructure for interconnecting plumbing.
- ▶ Atlas Copco Model GD2000 single speed rotary head top drive rated at; 5500 ft-lbs, 145 rpm.
- ▶ Gardner Denver Model FXX-172 duplex pump rated at 52-hp (39-kW) maximum BHP and 330-RPM maximum on jackshaft. Pump features an 8-in stroke x 6-in bore, 4-in NPT suction connection x 3-in NPT discharge connection and is energized via hydraulic motor.

- ▶ Ingersoll Rand Model Spiro Flow air compressor

- ▶ 2002 INTERNATIONAL Model 5600i6X4 single steer tandem truck powered by a CAT C-15 diesel engine rated at 470-hp unitized with maxi torque 18-speed manual transmission. Truck is mounted on (1) 20,000-lb axle and (2) 23,000-lb rears.

VIN-1HTXHAST32J028069
 Odometer - 457,925-km
 Hours - 32,397-hr
 CVIP - Nov 2019

Condition Observations (2019)

- ▶ Drive train leaks; clear, **minor**, mod, severe
- ▶ Body/Paint Appearance; clear, **minor**, mod, severe
- ▶ Interior Appearance; clean, minor, **mod**, severe
- ▶ Glass; **clear**, minor, mod, severe
- ▶ Tires; matched & remaining tread good, **average**, poor.

- ▶ CVIP Current, **Current**, Expired
- ▶ Overhead Current, **Current**, Expired

597 1979 Ingersoll Rand TH60-750 DRILL; 400-M

SN - 0505

Cert. Expiry - Dec 2019

- ▶ Mast; 35-ft 6-in long rated at 40,000-lbs static hook load capacity, head travel: 27-ft 4-in, width: 36-in, depth: 28-in. Feed System; single cylinder cable-feed system, feed cylinder is connected to the head with pre-stretched cables to transmit pullback capacity of 40,000-lbs and pulldown capacity of approx. 25,000-lbs 24 ½-in sheaves with a D:d ratio of 28:1 between sheave and ¾-in cable. Drill feed rate: 20-ft/min, fast feed up/down at 150 ft./min. Retractable table, fixed position carousel, pipe rack/slide and hydraulic cylinder actuated make up and break out wrenches.

- ▶ Integral hydraulic system including; pumps, common reservoir, thermal exchanger and infrastructure for interconnecting plumbing.
- ▶ Atlas Copco Model GD2000 single speed rotary head top drive rated at; 5500 ft-lbs, 145 rpm.
- ▶ Gardner Denver Model FXX-172 duplex pump rated at 52-hp (39-kW) maximum BHP and 330-RPM maximum on jackshaft. Pump features an 8-in stroke x 6-in bore, 4-in NPT suction connection x 3-in NPT discharge connection and is energized via hydraulic motor.

- ▶ Ingersoll Rand Model Spiro Flow air compressor
- ▶ 2002 International Model 5600i6X4 single steer tandem truck powered by Cummins N14-460E diesel engine rated at 460-hp unitized with maxi torque 18-speed manual transmission. Truck is mounted on (1) 20,000-lb axle and (2) 23,000-lb rears.

VIN -
1HTXHAET22J034862
Odometer - 313,412-km
Hours - 23,613-hrs
CVIP - Jan 2020

Condition Observations (2019)

- ▶ Drive train leaks; clear, **minor**, mod, severe
- ▶ Body/Paint Appearance; clear, **minor**, mod, severe
- ▶ Interior Appearance; clean, **minor**, mod, severe
- ▶ Glass; **clear**, minor, mod, severe
- ▶ Tires; matched & remaining tread good, **average**, poor.
- ▶ CVIP **Current**, Expired
- ▶ Overhead **Current**, Expired

***652 2006 Atlas Copco TH60-900 HR2.0 DRILL; 400-M**

SN - 21017

- ▶ Mast; 37.7-ft (11.5-m) long rated at 40,000-lbs static hook load capacity, head travel: 27-ft 4-in, width: 36-in, depth: 28-in. Feed System; single cylinder cable-feed system, feed cylinder is connected to the head with pre-stretched cables to transmit pullback capacity of 40,000-lbs and pulldown capacity of approx. 25,000-lbs c/w 24 ½-in sheaves with a D:d ratio of 28:1 between sheave and ⅝-in cable. Drill feed rate: 20-ft/min, fast feed up/down at 150 ft./min. Retractable table, fixed position carousel, pipe rack/slide and hydraulic cylinder actuated make up and break out wrenches.

- ▶ Integral hydraulic system including; pumps, common reservoir, thermal exchanger and infrastructure for interconnecting plumbing.
- ▶ Atlas Copco Model GD2000 single speed rotary head top drive rated at; 5500 ft-lbs, 145 rpm.
- ▶ Gardner Denver Model FXX-172 duplex pump rated at 52-hp (39-kW) maximum BHP and 330-RPM maximum on jackshaft. Pump features an 8-in stroke x 6-in bore, 4-in NPT suction connection x 3-in NPT discharge connection and is energized via hydraulic motor.

- ▶ Ingersoll Rand Model Spiro Flow air compressor
- ▶ 2006 Peterbilt Model 357 single steer tri-axle truck powered by Cummins ISX565 diesel engine rated at 565-hp @ 2000-rpm unitized with Fuller 18918B, 18-speed manual transmission. Truck is mounted on (1) 20,000-lb front axle and 52,000-lbs rears.

VIN -
 1NPAX4EX46D648240
 Odometer - 368,900-km
 Hours - 13,794-hrs

Condition Observations

- ▶ Drive train leaks; clear, **minor**, mod, severe
- ▶ Body/Paint Appearance; clear, **minor**, mod, severe
- ▶ Interior Appearance; clean, **minor**, mod, severe
- ▶ Glass; **clear**, minor, mod, severe
- ▶ Tires; matched & remaining tread good, **average**, poor.
- ▶ CVIP Current, **Expired**
- ▶ Overhead Current, **Expired**

655 2007 Atlas Copco TH60 900 HR2 DRILL; 400-M

SN - 21085

- ▶ Mast; 37.7-ft long rated at 40,000-lbs static hook load capacity, head travel: 27-ft 4-in, width: 36-in, depth: 28-in. Feed System; single cylinder cable-feed system, feed cylinder is connected to the head with pre-stretched cables to transmit pull(11.5-m) rack capacity of 40,000-lbs and pulldown capacity of approx. 29,990-lbs c/w 24 ½-in sheaves with a D:d ratio of 28:1 between sheave and ¾-in cable. Drill feed rate: 20-ft/min, fast feed up/down at 150 ft./min. Retractable table, fixed position carousel, pipe rack/slide and hydraulic cylinder actuated make up and break out wrenches.

- ▶ Integral hydraulic system including; pumps, common reservoir, thermal exchanger and infrastructure for interconnecting plumbing.
- ▶ Atlas Copco Model GD2000 single speed rotary head top drive rated at; 5500 ft-lbs, 145 rpm.
- ▶ Gardner Denver Model FXX-172 duplex pump rated at 52-hp (39-kW) maximum BHP and 330-RPM maximum on jackshaft. Pump features an 8-in stroke x 6-in bore, 4-in NPT suction connection x 3-in NPT discharge connection and is energized via hydraulic motor.
- ▶ Ingersoll Rand Model Spiro Flow air compressor
- ▶ 2007 Peterbilt single steer tri-axle truck powered by Cummins ISX565 diesel engine rated at 565-hp @ 2000-rpm unitized with Eaton Fuller 18-speed manual transmission. Truck is mounted on (1) 20,000-lb axle and (2) 46,000-lb rears. (3) 66,000-lb rears.
- ▶ New oil cooler installed on engine December 2014

Cert Expiry - Oct 2019

VIN -
 1NPAL40X27D661587
 Odometer - N/A
 Hours - N/A
 CVIP Expiry - Oct 2019

Condition Observations (2019)

- ▶ Drive train leaks; clear, **minor**, mod, severe
- ▶ Body/Paint Appearance; clear, **minor**, mod, severe.
- ▶ Interior Appearance; clean, **minor**, mod, severe
- ▶ Glass; **clear**, minor, mod, severe
- ▶ Tires; matched & remaining tread good, **average**, poor.
- ▶ CVIP **Current**, Expired
- ▶ Overhead **Current**, Expired

695 2007 Atlas Copco TH60 DRILL; 400-M

SN - 21074

- ▶ Mast; 37.7-ft (11.5-m) long rated at 40,000-lbs static hook load capacity, head travel: 27-ft 4-in, width: 36-in, depth: 28-in. Feed System; single cylinder cable-feed system, feed cylinder is connected to the head with pre-stretched cables to transmit pullback capacity of 40,000-lbs and pulldown capacity of approx. 25,000-lbs c/w 24 ½-in sheaves with a D:d ratio of 28:1 between sheave and ¾-in cable. Drill feed rate: 20-ft/min, fast feed up/down at 150 ft./min. Retractable table, fixed position carousel, pipe rack/slide and hydraulic cylinder actuated make up and break out wrenches.

- ▶ Integral hydraulic system including; pumps, common reservoir, thermal exchanger and infrastructure for interconnecting plumbing.
- ▶ Atlas Copco Model GD2000 single speed rotary head top drive rated at; 5500 ft-lbs, 145 rpm.
- ▶ Gardner Denver Model FXX-172 duplex pump rated at 52-hp (39-kW) maximum BHP and 330-RPM maximum on jackshaft. Pump features an 8-in stroke x 6-in bore, 4-in NPT suction connection x 3-in NPT discharge connection and is energized via hydraulic motor.
- ▶ Ingersoll Rand Model Spiro Flow air compressor
- ▶ 2007 Peterbilt Model 357 single steer tandem axle truck powered by Cummins ISX565 diesel engine rated at 565-hp @ 2,000-rpm unitized with Eaton Fuller 18-speed manual transmission. Truck is mounted on (1) 20,000-lb axle and (2) 46,000-lb rears.

Cert. Expiry - Nov 2019

VIN -
 1NPAL40X97D661585
 Odometer - 37,414-miles
 Hours - 27,422
 CVIP - Nov 2019

Condition Observations (2019)

- ▶ Drive train leaks; **clear**, minor, mod, severe
- ▶ Body/Paint Appearance; clear, **minor**, mod, severe
- ▶ Interior Appearance; clean, **minor**, mod, severe
- ▶ Glass; **clear**, minor, mod, severe
- ▶ Tires; matched & remaining tread good, **average**, poor.
- ▶ CVIP **Current**, Expired
- ▶ Overhead **Current**, Expired

721 2006 Atlas Copco TH60 DRILL; 400-M

SN - U5021175

- ▶ Mast; 35-ft 6-in long rated at 45,000-lbs static hook load capacity, head travel: 27-ft 4-in, width: 36-in, depth: 28-in. Feed System; single cylinder cable-feed system, feed cylinder is connected to the head with pre-stretched cables to transmit pullback capacity of 40,000-lbs and pulldown capacity of approx. 25,000-lbs c/w 24 ½-in sheaves with a D:d ratio of 28:1 between sheave and 7/8-in cable. Drill feed rate: 20-ft/min, fast feed up/down at 150 ft./min. Retractable table, fixed position carousel, pipe rack/slide and hydraulic cylinder actuated make up and break out wrenches.

Cert. Expired - Sept. 2015

- ▶ Integral hydraulic system including; pumps, common reservoir, thermal exchanger and infrastructure for interconnecting plumbing.
- ▶ Atlas Copco Model GD2000 single speed rotary head top drive rated at; 5500 ft-lbs, 145 rpm.
- ▶ Gardner Denver Model FXX-172 duplex pump rated at 52-hp (39-kW) maximum BHP and 330-RPM maximum on jackshaft. Pump features an 8-in stroke x 6-in bore, 4-in NPT suction connection x 3-in NPT discharge connection and is energized via hydraulic motor.

- ▶ Ingersoll Rand Model Spiro Flow air compressor
- ▶ 2007 PETERBILT 367 single steer tri-axle truck powered by Cummins ISX565 14.9L diesel engine rated at 565-hp @ 2000-rpm unitized with Fuller 18918B, 18-speed manual transmission. Truck is mounted on (1) 20,000-lb axle and (3) 66,000-lb rears.

VIN-1NPTX4EX68D758508
 Odometer - 98,096-km
 Hours - 11,669
 CVIP Expired - August 2015

Condition Observations (2019)

- ▶ Drive train leaks; clear, **minor**, mod, severe
- ▶ Body/Paint Appearance; clear, **minor**, mod, severe.
- ▶ Interior Appearance; clean, **minor**, mod, severe
- ▶ Glass; **clear**, minor, mod, severe
- ▶ Tires; matched & remaining tread good, **average**, poor.
- ▶ CVIP Current, **Expired**
- ▶ Overhead Current, **Expired**

***722 2006 Atlas Copco TH60 DRILL; 400-M**

SN - U5021175

- ▶ Mast; 35-ft 6-in long rated at 45,000-lbs static hook load capacity, head travel: 27-ft 4-in, width: 36-in, depth: 28-in. Feed System; single cylinder cable-feed system, feed cylinder is connected to the head with pre-stretched cables to transmit pullback capacity of 40,000-lbs and pulldown capacity of approx. 25,000-lbs c/w 24 ½-in sheaves with a D:d ratio of 28:1 between sheave and ⅞-in cable. Drill feed rate: 20-ft/min, fast feed up/down at 150 ft./min. Retractable table, fixed position carousel, pipe rack/slide and hydraulic cylinder actuated Petol make up and break out wrenches.

- ▶ Integral hydraulic system including; pumps, common reservoir, thermal exchanger and infrastructure for interconnecting plumbing.

- ▶ Atlas Copco Model GD2000 single speed rotary head top drive rated at; 5500 ft-lbs, 145 rpm.

- ▶ Gardner Denver Model FXX-172 duplex pump rated at 52-hp (39-kW) maximum BHP and 330-RPM maximum on jackshaft. Pump features an 8-in stroke x 6-in bore, 4-in NPT suction connection x 3-in NPT discharge connection and is energized via hydraulic motor.

- ▶ Ingersoll Rand Model Spiro Flow air compressor

- ▶ 2008 Peterbilt single steer tri-axle truck powered by Cummins ISX565 diesel engine rated at 565-hp @ 2000-rpm unitized with Eaton Fuller 18-speed manual transmission. Truck is mounted on (1) 20,000-lb axle and (3) 66,000-lb rears.

VIN-1NPTX4EX38D757753
 Odometer - 24,150-km
 Hours - NA

746 2008 Atlas Copco TH60 DRILL; 400-M

SN - 21176

- ▶ Mast; 35-ft 6-in long rated at 45,000-lbs static hook load capacity, head travel: 27-ft 4-in, width: 36-in, depth: 28-in. Feed System; single cylinder cable-feed system, feed cylinder is connected to the head with pre-stretched cables to transmit pullback capacity of 40,000-lbs and pulldown capacity of approx. 25,000-lbs c/w 24 ½-in sheaves with a D:d ratio of 28:1 between sheave and ⅞-in cable. Drill feed rate: 20-ft/min, fast feed up/down at 150 ft./min. Retractable table, fixed position carousel, pipe rack/slide and hydraulic cylinder actuated make up and break out wrenches.

- ▶ Integral hydraulic system including; pumps, common reservoir, thermal exchanger and infrastructure for interconnecting plumbing.

- ▶ Atlas Copco Model GD2000 single speed rotary head top drive rated at; 5500 ft-lbs, 145 rpm.

Cert. Expiry - Dec 2019

- ▶ Gardner Denver Model FXX-172 duplex pump rated at 52-hp (39-kW) maximum BHP and 330-RPM maximum on jackshaft. Pump features an 8-in stroke x 6-in bore, 4-in NPT suction connection x 3-in NPT discharge connection and is energized via hydraulic motor.
- ▶ Ingersoll Rand Model Spiro Flow air compressor
- ▶ 2008 Peterbilt Model 367 single steer tri-axle truck powered by Cummins ISX565 diesel engine rated at 565-hp @ 2000-rpm unitized with Eaton Fuller 18-speed manual transmission. Truck is mounted on (1) 20,000-lb axle and (3) 66,000-lb rears.

VIN -
 1NPTX4EX18D758707
 Odometer -27,454-kms
 Hours - 10,342
 CVIP Expired - Nov 2019

Condition Observations (2019)

- ▶ Drive train leaks; **clear**, minor, mod, severe
- ▶ Body/Paint Appearance; clear, **minor**, mod, severe
- ▶ Interior Appearance; **clean**, minor, mod, severe
- ▶ Glass; **clear**, minor, mod, severe
- ▶ Tires; matched & remaining tread good, **average**, poor.
- ▶ CVIP **Current**, Expired
- ▶ Overhead **Current**, Expired

747 2006 Atlas Copco TH60 DRILL; 400-M

SN - 21237

- ▶ Mast; 35-ft 6-in long rated at 45,000-lbs static hook load capacity, head travel: 27-ft 4-in, width: 36-in, depth: 28-in. Feed System; single cylinder cable-feed system, feed cylinder is connected to the head with pre-stretched cables to transmit pullback capacity of 40,000-lbs and pulldown capacity of approx. 25,000-lbs c/w 24 ½-in sheaves with a D:d ratio of 28:1 between sheave and ⅞-in cable. Drill feed rate: 20-ft/min, fast feed up/down at 150 ft./min. Retractable table, fixed position carousel, pipe rack/slide and hydraulic cylinder actuated make up and break out wrenches.
- ▶ Integral hydraulic system including; pumps, common reservoir, thermal exchanger and infrastructure for interconnecting plumbing.
- ▶ Atlas Copco Model GD2000 single speed rotary head top drive rated at; 5500 ft-lbs, 145 rpm.
- ▶ Gardner Denver Model FXX-172 duplex pump rated at 52-hp (39-kW) maximum BHP and 330-RPM maximum on jackshaft. Pump features an 8-in stroke x 6-in bore, 4-in NPT suction connection x 3-in NPT discharge connection and is energized via hydraulic motor.

Cert. Expiry - Dec 2019

- ▶ Ingersoll Rand Model Spiro Flow air compressor
- ▶ 2008 Peterbilt single steer tri-axle truck powered by Cummins ISX565 diesel engine rated at 565-hp @ 2000-rpm unitized with Eaton Fuller 18-speed manual transmission. Truck is mounted on (1) 20,000-lb axle and (3) 66,000-lb rears.

VIN -
 1NPTX4EX98D766344
 Odometer - 37,265-km
 Hours - 12,172
 CVIP - Sep 2019

Condition Observations (2019)

- ▶ Drive train leaks; clear, **minor**, mod, severe
- ▶ Body/Paint Appearance; clear, **minor**, mod, severe.
- ▶ Interior Appearance; clean, **minor**, mod, severe
- ▶ Glass; **clear**, minor, mod, severe
- ▶ Tires; matched & remaining tread good, **average**, poor.
- ▶ CVIP **Current**, Expired
- ▶ Overhead **Current**, Expired

***781 2012 Kenworth w/ 2012 Foremost Model DR24HD Dual Rotary Mobile Drill;**

- ▶ Truck: 2012 Kenworth single steer tri-drive truck. Truck is powered by Cummins ISX15 diesel engine rated at approximately 525-hp s w/ conventional day cab, tire chains, drivers air-ride seat beacon lights, & duel fuel tanks.
- ▶ Drill: 2001 truck mounted Model DR-24HD dual rotary drill w/ capacity for simultaneous drilling & casing operations, 84,000-lb pullback & 25,900-lb pulldown top drive w/ 26-in stroke, 117,000-lb pullback & 42,000-lb pulldown lower drive w/ 12-in stroke, 205,000-ft/lbs. of torque, 116-rpm rotation speed, 24-in maximum casing diameter. Drill equipped with 350-psi air compressor, front & rear stabilization jacks, drillers platform w/ operator controls & storage compartments.

VIN -
 1NKDX4EX9CR952696
 Odometer - 45,938-km
 Odometer - 6,740-hrs
 CVIP Expired - March 2015

SN - 012195
 Compressor - AIP361998
 Cert Expired - Sept. 2015

815 2005 Peterbilt Tri-drive w/ 2004 IR TH75E Mobile Drill;

- ▶ Truck: 2005 Peterbilt Model 378 single steer tri-drive truck. Truck is powered by Cat Model C15 diesel engine rated at approximately 475-hp mounted on 18,700-lb front axle & (3) 18,000-lb rear axles w/ conventional day cab, tire chains, drivers air-ride seat beacon lights, & duel fuel tanks.

VIN -
 1NPFXBEX35D850317
 Engine - BXS30618
 Hrs. - 2,004-hrs
 Odometer -11,695-km
 CVIP - Nov 2019

SN - 3946A
Cert Expiry - Sep 2016

- ▶ Ingersoll Rand T3W mast 45-ft long rated at 100,000-lb (44,400-daN) pullback & static hook load capacity and 30,000-lb (13,500) pull down. Mast is complete with; ¾-in cabling, dual raising cylinders, 6-in crown sheaves, make-up/break-out wrench and Petol wrench. Cummins Model KTA-190 deck engine rated at approximately 480-hp.
- ▶ Integral hydraulic system including; (4) pumps, common reservoir, thermal exchanger and infrastructure for interconnecting plumbing.
- ▶ King Model CM25 swivel
- ▶ Deck mounted BOP controls
- ▶ 900/350 air compressor

Condition Observations (2019)

- ▶ Drive train leaks; **clear**, minor, mod, severe
- ▶ Body/Paint Appearance; clear, **minor**, mod, severe.
- ▶ Interior Appearance; **clean**, minor, mod, severe
- ▶ Glass; clear, minor, **mod**, severe
- ▶ Tires; matched & remaining tread good, **average**, poor.
- ▶ CVIP **Current**, Expired
- ▶ Overhead Current, **Expired**

Drill - Conventional Tracked Carriers

* Denotes Not Viewed

Unit No.	Description	Identification Number
235 306D	1980 Foremost Nodwell Model 110 Track Carrier w/ 1979 Gardner Denver Seismic top drive; <ul style="list-style-type: none"> ▶ Engine: Detroit Model 6V71 Diesel engine rated at approximately 240-hp. ▶ Hydraulic operated mast; 28,275-lbs retract & 18,650-lbs feed, 15,000-ft/lbs mechanical torque rotary. ▶ 200-ft drill depth capacity ▶ Roll over protection system ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power. ▶ Hydraulic pump ▶ (2) man tandem seat cab with lever controls ▶ Explosives storage magazines ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments & utility winch, etc. 	Carrier - 80-1052 SN - F80-114 TD -79143-3TD Hours - 3,876
236 232D	1980 Foremost Model F80 Nodwell Track Carrier w/ Gardner Denver Seismic top drive; <ul style="list-style-type: none"> ▶ Engine: Detroit Model 6V71 Diesel engine rated at approximately 240-hp. ▶ Hydraulic operated mast; 28,275-lbs retract & 18,650-lbs feed, 15,000-ft/lbs mechanical torque rotary. ▶ 200-ft drill depth capacity ▶ Roll over protection system ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power. ▶ Hydraulic pump ▶ (2) man tandem seat cab with lever controls ▶ Explosives storage magazines ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments & utility winch, etc. 	Carrier - 80-1051 SN - F80-113 TD - 80174-3TD
237 02C	1980 Foremost Nodwell Model 110 Track Carrier w/1982 Gardner Denver top drive;	SN - 80-1053 TD - 82242-3TD

	<ul style="list-style-type: none"> ▶ Engine: Detroit Model 6V71 Diesel engine rated at approximately 240-hp ▶ Hydraulic operated 28,275-lbs retract & 18,650-lbs feed, 15,000-ft/lbs mechanical torque rotary. ▶ 200-ft drill depth capacity ▶ Roll over protection system ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power. ▶ Hydraulic pump ▶ (2) man tandem seat cab with lever controls ▶ Explosives storage magazines ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments & utility winch, etc. 	Hrs - 7,212
238 368	1980 Foremost Model 110 Nodwell Track Carrier w/ Gardner Denver top drive;	SN - 80-1084 TD - 791515-3TD
	<ul style="list-style-type: none"> ▶ Engine: Detroit Model 6V71 Diesel engine rated at approximately 240-hp ▶ Hydraulic operated 28,275-lbs retract & 18,650-lbs feed, 15,000-ft/lbs mechanical torque rotary. ▶ 200-ft drill depth capacity ▶ Roll over protection system ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power. ▶ Hydraulic pump ▶ (2) man tandem seat cab with lever controls ▶ Explosives storage magazines ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments & utility winch, etc. 	Hrs - 9,816
		SN - 20740001
		SN - W0199
239 320D	1980 Foremost Model 110 Nodwell Track Carrier w/ Gardner Denver Top Drive;	Carrier SN - 80-1085 SN - F80-116
	<ul style="list-style-type: none"> ▶ Engine: Detroit Model 6V71 Diesel engine rated at approximately 240-hp ▶ Hydraulic operated 28,275-lbs retract & 18,650-lbs feed, 15,000-ft/lbs mechanical torque rotary. ▶ 200-ft drill depth capacity ▶ Roll over protection system ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power. ▶ Hydraulic pump ▶ (2) man tandem seat cab with lever controls ▶ Explosives storage magazines ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments & utility winch, etc. 	Hrs - 3,802
		SN - W0206
240 407D	1980 Foremost Model 110 Nodwell Track Carrier w/ 1991 casing drill;	Carrier SN - F 52736 SN - F80-171

- ▶ Engine: Cummins Model B3.9-C Diesel engine rated at approximately 116-hp Hours - 9,277
SN - 46164247
 - ▶ Hydraulic operated 28,275-lbs retract & 18,650-lbs feed, 15,000-ft/lbs mechanical torque rotary.
 - ▶ 200-ft drill depth capacity
 - ▶ Roll over protection system
 - ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
 - ▶ National Model NCA9-11GHD air compressor rated at 160-psi @ 300-CFM w/ receiver. Compressor is powered by Cummins Model B3.9-C diesel engine rated at 116-hp. Comp - 085-11-090-072
Eng. - 46164247
Hrs - 1,345
 - ▶ Hydraulic pump
 - ▶ (2) man tandem seat cab with lever controls
 - ▶ Explosives storage magazines
 - ▶ Carrier: Rubber tracks w/ drive system, storage compartments & utility winch, etc.
- *256 1981 Foremost Model 110 Nodwell Track Carrier** SN - 81-1284
303D w/B54 Auger Drill B61; TD - 79144
- ▶ Engine: Cummins Model 4BTA3.9C116 diesel drive engine rated at approximately 116-hp SN - 46752888
Hours - 4,508
 - ▶ 27-ft mast, hydraulic operated 28,275-lbs retract & 18,650-lbs feed, 15,000-ft/lbs mechanical torque rotary.
 - ▶ 200-ft drill depth capacity
 - ▶ Roll over protection system
 - ▶ Drill: Truck mounted 2011 Model B54 drill 16,000-lb pulldown & 24,000-lb retract force, 13-ft feed stroke, angle drill capable, adjustable auger guide support, 8,400-ft/lbs torque & 897-rpm maximum rotary speed, hydraulic self compensating hammer, 8,500-lb single line & 1,200-lb wireline capacity. Drill also includes driller platform with operator controls, Pull Master Model H8-4-30-1 winch, hydraulic pumps & tank, single front & dual rear stabilizing jacks, instrumentation & storage compartments. SN - 2011024
Winch - 97136
 - ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
 - ▶ National Model NCA9-11GHD air compressor rated at 160-psi @ 300-CFM w/ receiver. Compressor is powered by Cummins Model 4BTA3.9 diesel compressor engine rated at 116-hp. Eng. SN - 46752888
 - ▶ Hydraulic pump
 - ▶ Levelling jacks
 - ▶ (2) man tandem seat cab with lever controls
 - ▶ Explosives storage magazines
 - ▶ Carrier: Rubber tracks w/ drive system, storage compartments & utility winch, etc.

257 1981 Foremost Model 110 Nodwell Track Carrier
35C w/ GD seismic top drive

SN - 811285
TD - 78115-3TD
Hours - 7,116

- ▶ Engine: Detroit Model 6V71 Diesel drive engine rated at approximately 240-hp.
- ▶ 27-ft mast, hydraulic operated 28,275-lbs retract & 18,650-lbs feed, 15,000-ft/lbs mechanical torque rotary.
- ▶ 200-ft drill depth capacity
- ▶ Roll over protection system
- ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
- ▶ Cummins Model 4BT diesel compressor engine, (compressor was removed at time of viewing).
- ▶ Hydraulic pump
- ▶ Levelling jacks
- ▶ (2) man tandem seat cab with lever controls
- ▶ Explosives storage magazines
- ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments & utility winch, etc.

258 1981 Foremost Model 110 Nodwell Track Carrier
613D w/ Mobile 1989 B61 Auger Drill;

Carrier SN - 81-1286

- ▶ Engine: Detroit Model 6V71 Diesel drive engine rated at approximately 240-hp.
- ▶ 27-ft mast, hydraulic operated 28,275-lbs retract & 18,650-lbs feed, 15,000-ft/lbs mechanical torque rotary.
- ▶ 200-ft drill depth capacity
- ▶ Roll over protection system
- ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
- ▶ Cummins Model 4BT diesel compressor engine, (compressor was removed at time of viewing).
- ▶ Hydraulic pump
- ▶ Levelling jacks
- ▶ (2) man tandem seat cab with lever controls
- ▶ Explosives storage magazines
- ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments & utility winch, etc.

SN - 6A0411439
Hours - 6,628

269 1980 Foremost Nodwell Model 110 Track Carrier
54D w/ rebuilt Gardner Denver top drive, not viewed by appraiser.

SN - 80-1033
TD - 78114-3TD

- ▶ Engine: Detroit Model 6V53 Diesel engine rated at approximately 200-hp.
- ▶ 27-ft mast, hydraulic operated 28,275-lbs retract & 18,650-lbs feed, 15,000-ft/lbs mechanical torque rotary.
- ▶ 200-ft drill depth capacity

- ▶ Roll over protection system
- ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
- ▶ Hydraulic pump
- ▶ Levelling jacks
- ▶ (2) man tandem seat cab with lever controls
- ▶ Explosives storage magazines
- ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments & utility winch, etc.

387 1990 Nodwell Model 110 tracked carrier w/ Artic
387D shot-hole drill

Carrier SN - 901673
 Drill SN - 500182

- ▶ Engine: Detroit Model 6V53 Diesel engine rated at approximately 200-hp.
- ▶ 27-ft mast, hydraulic operated 28,275-lbs retract & 18,650-lbs feed, 15,000-ft/lbs mechanical torque rotary.
- ▶ 200-ft drill depth capacity
- ▶ Roll over protection system
- ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
- ▶ Hydraulic pump
- ▶ Levelling jacks
- ▶ (2) man tandem seat cab with lever controls
- ▶ Explosives storage magazines
- ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments & utility winch, etc.

575 1980 Foremost Model 110 Nodwell Track Carrier
575D w/ 1981 seismic top drive;

Carrier - SN - 80-1059
 Drill - 81216

- ▶ Engine: Detroit Model 6V53 Diesel engine rated at approximately 200-hp.
- ▶ 27-ft mast, hydraulic operated 28,275-lbs retract & 18,650-lbs feed, 15,000-ft/lbs mechanical torque rotary.
- ▶ 200-ft drill depth capacity
- ▶ Roll over protection system
- ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
- ▶ Hydraulic pump
- ▶ Levelling jacks
- ▶ (2) man tandem seat cab with lever controls
- ▶ Explosives storage magazines
- ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments & utility winch, etc.

Hours - 6,570
 SN - 6D198222

576 1981 Foremost Nodwell Model 110 Track Carrier
576D w/ 1981 seismic top drive

Carrier - SN - 81-1228
Drill - 81211

Hours - 7,511

- ▶ 27-ft mast, hydraulic operated 28,275-lbs retract & 18,650-lbs feed, 15,000-ft/lbs mechanical torque rotary.
- ▶ 200-ft drill depth capacity
- ▶ Roll over protection system
- ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
- ▶ National Model NCA9-11GHD air compressor rated at 160-psi @ 300-CFM w/ receiver. Compressor is powered by Cummins Model B3.9-C diesel engine rated at 116-hp.
- ▶ Hydraulic pump
- ▶ Levelling jacks
- ▶ (2) man tandem seat cab with lever controls
- ▶ Explosives storage magazines
- ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments & utility winch, etc.

577 1980 Foremost Model 110 Nodwell Track Carrier
577D w/ 1981 Seismic top drive;

Carrier - SN - 80-1070
Drill - 81214

Hours - 5,552
SN - 6D198222

- ▶ 27-ft mast, hydraulic operated 28,275-lbs retract & 18,650-lbs feed, 15,000-ft/lbs mechanical torque rotary.
- ▶ 200-ft drill depth capacity
- ▶ Roll over protection system
- ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
- ▶ National Model NCA9-11GHD air compressor rated at 160-psi @ 300-CFM w/ receiver. Compressor is powered by Cummins Model B3.9-C diesel engine rated at 116-hp.
- ▶ Hydraulic pump
- ▶ Levelling jacks
- ▶ (2) man tandem seat cab with lever controls
- ▶ Explosives storage magazines
- ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments & utility winch, etc.

SN - 24560001

SN - W0183

778 2008 IHI Model IC45-2 Track Carrier w/2008
Mobile B48 Auger Drill

Carrier SN - CE000786
Drill SN - 28003

Hours - 7,458

- ▶ Carrier is powered by an Isuzu diesel engine rated at approximately 110-hp @ 1,800-rpm unitized with 2-speed manual hydrostatic transmission. Payload is rated at 8,820-lbs, tracks are 24-in wide and is fitted with ROPS rated operator cabin.

- ▶ Hydraulic feed system w/ 16,200-lb pulldown & 24,000-lb retract force, 6-ft stroke, 897-rpm rotary speed, 8,400-ft/lbs torque, drill depth 175-ft - 1,600-ft. 8,500-lb single line hoist capacity, 1,200-lb wireline capacity & SPT automatic hammer.
- *810 1996 Morooka MST 1500V w/ Mobile B54 Drill, not viewed by appraiser.** SN - 06510108
- ▶ Track carrier, 4-roll w/ 24-in rubber pads. Carrier is powered by C6 diesel engine rated at 225hp unitized with hydrostatic transmission. Carrier has 6T payload and single man operators cab. Hours - 5,007
 - ▶ 2012 Mobile Drill Model B54 long stroke hydraulic drill; 13-ft feed stroke, 10 speed rotary head rated at 16,000-lbs pull down force and 24,000-lbs of retract force. SN -2012035
- *816 1990 Morooka Model MST 800E Dumper** SN - 2521
 Track carrier, 4-roll w/ 24-in rubber pads. Carrier is powered by C6 diesel engine rated at 225hp unitized with hydrostatic transmission. Carrier has 6T payload and single man operators cab. Hours - 3,668
- *817 1990 Morooka Model MST 800E Dumper** SN - 2682
 Track carrier, 4-roll w/ 24-in rubber pads. Carrier is powered by C6 diesel engine rated at 225hp unitized with hydrostatic transmission. Carrier has 6T payload and single man operators cab. Hours - 4,710

Drills - Low Impact Tracked Carriers

* Denotes Not Viewed

Unit No.	Description	Identification Number
416	1984 Bombardier Model MCD Tracked Carrier w/ 8-ft Utility Bed & Water Tank;	SN - 321840476
	▶ Engine: Cummins Model 48TA3.9-C116 rated at 116-hp.	SN - 46126583
	▶ Tank: 600-gallon capacity	
	▶ Man cab with lever controls	
	▶ (2) Explosives storage magazines	SN - W0299 & W0294
	▶ Carrier: Rubber tracks w/ drive system, access ladder & utility winch, etc.	
417	1984 Bombardier Model MCD Track Top drive Drill;	SN - 321840477
	▶ Engine: Cummins Model 48TA3.9-C116 rated at 116-hp.	
	▶ 75-m drill depth capacity	
	▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.	
	▶ Receiving pad for optional portable air compressor	
	▶ Hydraulic pump w/ thermal exchanger, reservoir & interconnecting plumbing.	
	▶ Man cab with lever controls	
	▶ Explosives storage magazines	
	▶ Carrier: Rubber tracks w/ drive system, storage compartments & utility winch, etc.	
420 171D	1981 Bombardier c/w Norhill drill (disassembled)	SN - 321810396 Drill - 11318-2-11-77
	▶ Engine: Cummins Model 48TA3.9-C116 rated at 116-hp @ 2,500-rpm.	SN - 46507854 Hours - 6,382
	▶ 75-m drill depth capacity	

- ▶ Staffa B45 hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
- ▶ Receiving pad for optional portable air compressor
- ▶ Hydraulic pump w/ thermal exchanger, reservoir & interconnecting plumbing.
- ▶ (2) man cab with lever controls
- ▶ Explosives storage magazines
- ▶ Carrier: Rubber tracks w/ drive system, storage compartments & utility winch, etc.

515 1981 Bombardier

SN - 321880561

- ▶ Engine: Cummins Model 48TA3.9-C116 rated at 116-hp @ 2,500-rpm.
- ▶ (1) man cab with lever controls
- ▶ Explosives storage magazines
- ▶ Carrier: Rubber tracks w/ drive system, storage compartments & utility winch, etc.

SN - ID33629U142470P

535 1980 Bombardier Model MCD Tracked Carrier w/ 8-ft Utility Bed & Water Tank;

SN - 321830449

- ▶ Engine: Cummins Model 48TA3.9-C116 rated at 116-hp.
- ▶ Tank: 600-gallon capacity
- ▶ (2) man cab with lever controls
- ▶ Carrier: Rubber tracks w/ drive system, access ladder & utility winch, etc.

SN - 46314456

573 1978 Bombardier Model MCD Tracked Carrier w/ 8-ft Utility Bed & Water Tank;

SN - MC-5559D

- ▶ Engine: Cummins Model 48TA3.9-C116 rated at 116-hp.
- ▶ Tank: 600-gallon capacity
- ▶ (2) man cab with lever controls
- ▶ Carrier: Rubber tracks w/ drive system, access ladder & utility winch, etc.

574 1978 Bombardier Model MCD Tracked Carrier w/ 8-ft Utility Bed & Water Tank;

SN - 322780168

- ▶ Engine: Cummins Model 48TA3.9-C116 rated at 116-hp.
- ▶ (2) man cab with lever controls
- ▶ (2) Explosives storage magazines

- ▶ Carrier: Rubber tracks w/ drive system, access ladder & utility winch, etc.
- 590 1980 Bombardier Model MCD Tracked Carrier w/ 8-ft Utility Bed & Water Tank;** SN - 321780080
- ▶ Engine: Cummins Model 48TA3.9-C116 rated at 116-hp.
- ▶ Tank: 600-gallon capacity
- ▶ (2) man cab with lever controls
- ▶ Carrier: Rubber tracks w/ drive system, access ladder & utility winch, etc.

- 591 1982 Bombardier Model MCD Tracked Carrier w/ 8-ft Utility Bed & Water Tank;** SN - 321820425
- ▶ Engine: Cummins Model 48TA3.9-C116 rated at 116-hp. SN - 46561462
- ▶ Tank: 600-gallon capacity
- ▶ (2) man cab with lever controls
- ▶ Carrier: Rubber tracks w/ drive system, access ladder & utility winch, etc.

- 592 1979 Bombardier Model MCD Tracked Carrier w/ 8-ft Utility Bed & Water Tank;** SN - 321790245
- ▶ Engine: Cummins Model 48TA3.9-C116 rated at 116-hp. SN - 46301980
- ▶ Tank: 600-gallon capacity
- ▶ (2) man cab with lever controls
- ▶ Carrier: Rubber tracks w/ drive system, access ladder & utility winch, etc.

- 607 1981 Bombardier Model MCD Tracked Carrier w/ 8-ft Utility Bed & Water Tank;** SN - 321810366
- ▶ Engine: Cummins Model 48TA3.9-C116 rated at 116-hp.
- ▶ Tank: 600-gallon capacity
- ▶ (2) man cab with lever controls
- ▶ Roll over protection system
- ▶ Carrier: Rubber tracks w/ drive system, access ladder & utility winch, etc.

- 684 2006 Bombardier Model GT 1600 L.I.S. Tracked Carrier Drill.** SN - 906160628
- ▶ Engine: Cummins Model QSB rated at 205-hp. SN - 46566562
Hours - 7,247
- ▶ Water Tank: 650-gallon capacity & triplex pump

- ▶ Water, auger & insert capability up to 250-ft (75-m) w/ 10-in auger pipe,
 - ▶ 10-ft drill w/ hydraulic top drive
 - ▶ man cab with conventional steering controls
 - ▶ Explosives storage magazines
 - ▶ Carrier: Rubber tracks w/ hydrostatic drive system, & utility winch, etc.
- SN - W2744 & W3282
-
- 685 2006 Bombardier Model GT1600 L.I.S. Tracked Carrier Drill.** SN - 906160631
- ▶ Engine: Cummins Model QSB rated at 205-hp @ 2,000-rpm/ SN - 46566542
Hours - 7,318
 - ▶ Tank: 650-gallon capacity & triplex pump
 - ▶ Water, auger & insert capability up to 75-m w/ 10-in auger pipe,
 - ▶ 10-ft drill w/ hydraulic top drive
 - ▶ Man cab with conventional steering controls
 - ▶ (2) Explosives storage magazines
 - ▶ Carrier: Rubber tracks w/ hydrostatic drive system, & utility winch, etc.
-
- 686 2006 Bombardier Model GT1600 L.I.S. Tracked Carrier Drill.** SN - 906160632
Hours - 7,584
- ▶ Engine: Cummins Model QSB rated at 205-hp SN - 46566550
 - ▶ Tank: 650-gallon capacity & triplex pump
 - ▶ Water, auger & insert capability up to 75-m w/ 10-in auger pipe,
 - ▶ Roll over protection system Model 142801166
 - ▶ 10-ft drill w/ hydraulic top drive
 - ▶ (2) man cab with conventional steering controls
 - ▶ Explosives storage magazines
 - ▶ Carrier: Rubber tracks w/ hydrostatic drive system, & utility winch, etc.
-
- 687 2006 Bombardier Model GT1600 L.I.S. Tracked Carrier Drill.** SN - 906160633
Hrs - 7,273
- ▶ Engine: Cummins Model QSB rated at 205-hp SN - 46566538
 - ▶ Tank: 650-gallon capacity & triplex pump
 - ▶ Water, auger & insert capability up to 75-m w/ 10-in auger pipe,

- ▶ Roll over protection system Model 142801166
- ▶ 10-ft drill w/ hydraulic top drive
- ▶ (2) man cab with conventional steering controls
- ▶ Explosives storage magazines SN - W2748 & W3283
- ▶ Carrier: Rubber tracks w/ hydrostatic drive system, & utility winch, etc.

688 2006 Bombardier Model GT1600 L.I.S. Tracked Carrier Drill. SN - 906160621
Hrs - 7,349

- ▶ Engine: Cummins Model QSB rated at 205-hp SN - 46566659
- ▶ Tank: 650-gallon capacity & triplex pump
- ▶ Water, auger & insert capability up to 75-m w/ 10-in auger pipe,
- ▶ Roll over protection system Model 142801166
- ▶ 10-ft drill w/ hydraulic top drive
- ▶ (2) man cab with conventional steering controls
- ▶ Explosives storage magazines SN - W1502 & W3200
- ▶ Carrier: Rubber tracks w/ hydrostatic drive system, & utility winch, etc.

536 1999 Gyro Trac Model MESSEK Carrier w/ BDC Air/Water Drill; SN - MSK12991007C

- ▶ Engine: Cummins Model 68TA rated at 210-hp. Hours - 6,220
SN - 45895866
- ▶ Air or mud drilling capability with conventional or auger pipe up to 75-m, 200-psi air compressor up to 300-cfm, 3-in Myno pump.
- ▶ (2) man cab with lever controls
- ▶ (2) Explosives storage magazines WO298 & WO293
- ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
- ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments, utility winch, etc.

537 1999 Gyro Trac Model MESSEK Carrier w/ BDC Air/Water Drill SN - MSK02001014C

- ▶ Engine: Cummins Model 68TA rated at 210-hp. Hours -1,218
SN - 45922037
- ▶ Air or mud drilling capability with conventional or auger pipe up to 75-m, 200-psi air compressor up to 300-cfm, 3-in Myno pump.

- ▶ (2) man cab with lever controls
- ▶ (2) Explosives storage magazines
- ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.

538 1999 Gyro Trac Model MESSEK Carrier w/ BDC Air/Water Drill; SN - MSK12991009C

- ▶ Engine: Cummins Model 68TA rated at 210-hp. SN - 45920458
Hrs - 2,847
- ▶ Air or mud drilling capability with conventional or auger pipe up to 75-m, 200-psi air compressor up to 300-cfm, 3-in Myno pump.
- ▶ (2) man cab with lever controls
- ▶ (2) Explosives storage magazines WO288 & WO289
- ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
- ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments, utility winch, etc.

539 1999 Gyro Trac Model MESSEK Carrier w/ BDC Air/Water Drill; SN - MSK01001013C

- ▶ Engine: Cummins Model 68TA rated at 210-hp. SN - 45922001
Hrs - 7,623
- ▶ Air or mud drilling capability with conventional or auger pipe up to 75-m, 200-psi air compressor up to 300-cfm, 3-in Myno pump.
- ▶ (2) man cab with lever controls
- ▶ (2) Explosives storage magazines
- ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
- ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments, utility winch, etc.

540 1999 Gyro Trac Model MESSEK Carrier w/ BDC Air/Water Drill SN - MSK01001010C

- ▶ Engine: Cummins Model 68TA rated at 210-hp. SN - 45921972
Hrs - 8,958
- ▶ Air or mud drilling capability with conventional or auger pipe up to 75-m, 200-psi air compressor up to 300-cfm, 3-in Myno pump.

- ▶ (2) man cab with lever controls
- ▶ (2) Explosives storage magazines
- ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
- ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments, utility winch, etc.

***541 1999 Gyro Trac Model MESSEK Carrier w/ BDC Air/Water Drill;**

SN - MSK12991008C

- ▶ Engine: Cummins Model 68TA rated at 210-hp.
- ▶ Air or mud drilling capability with conventional or auger pipe up to 75-m, 200-psi air compressor up to 300-cfm, 3-in Myno pump.
- ▶ (2) man cab with lever controls
- ▶ (2) Explosives storage magazines
- ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power.
- ▶ Carrier: Rubber tracks w/ hydrostatic drive system, storage compartments, utility winch, etc.

SN - 45896237
Hrs - 8,959

Drills - Wheeled All Terrain Carriers

* Denotes Not Viewed

Unit No.	Description	Identification Number
593	1997 Model Terradrill 400 Terra Buggy; <ul style="list-style-type: none"> ▶ Engine: Cat Model 3116 rated at approximately 200-hp. ▶ Drill up to 75-m w/ auger pipe ▶ (2) man cab with conventional steering controls ▶ Roll over protection system ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power. ▶ Carrier: oversized tires, storage compartments, utility winch, etc. 	SN - PO9750-203354-02
594	1997 Model Terradrill 400 Terra Buggy; <ul style="list-style-type: none"> ▶ Engine: Cat Model 3116 rated at approximately 230-hp. ▶ Drill up to 75-m w/ auger pipe ▶ (2) man cab with conventional steering controls ▶ Roll over protection system ▶ Staffa hydraulic top drive, hydro-mechanical high torque low speed, 492cc/rev & 60-kW shaft power. ▶ Carrier: oversized tires, storage compartments, utility winch, etc. 	SN - PO9750-203354-03 SN - 2WG06198 Hrs - 5,234

Miscellaneous Drills

IWA = Included with above

* Denotes Not Viewed

Unit No.	Description	Identification Number
----------	-------------	-----------------------

Heli Drills

- ▶ (25) Portable heli drill w/ Lombardini 36-hp air cooled motors, air & wet auger capable. Air drill depth up to 90-m & water drill depth up to 45-m. Drill complete with Cat model 390 triplex pump, Vickers hydraulic pump & hydraulic tank, Adjustable jacks, rotary torque limiter safety cover & supply basket.

Heli Compressors

- ▶ (21) Portable heli compressor w/ Cummins 116-hp motor, 250-psi & 300 CFM. Unit enclosed in steel constructed frame w/ fuel tank, explosives storage magazine, adjustable jacks & compressor operating instrumentation.

Casing Drills

- ▶ (2) Portable heli drills w/ 50-hp air cooled motors, air & wet auger capable. Drill complete with Cat model 390 triplex pump, Vickers hydraulic pump & hydraulic tank, Adjustable jacks, rotary torque limiter safety cover & supply basket.

*580	Casing Drill	SN - MA-CD-001
*581	Casing Drill	SN - MA-CD-002

Sonic Drills

- ▶ (3) 55-kW hydraulic powered sonic drills, 3.7-m mast height w/ compact sonic drill head, vibration oscillator, (2) synchronized extenders, rod clamp, flood light, 15-kN to 60-kN clamping force, foot clamp, casing rack, hydraulic pump & tank, operator controls, instrumentation, fire extinguisher & fork pockets for tractor to transport.

*723	Sonic Drill	SN -26264204
*725	Sonic Drill	SN - 27314302
*727	Sonic Drill	SN - 27316102

Heli Drill .

*853 / 2014 Dando Rig - Heli Track Rig
854

Heli-tec 2000 assembly c/w spares, tools, carriage and packing

858 (1) NEW - Heli Casing Drill built 2014 - 2015. Cert. Expired - Mar 2020

859 (1) NEW - Heli Casing Drill built 2017 Cert. Expired - Jan 2020

Discovery Drills

- ▶ (2) Discovery drill powered by Perkins Model 1104C-44TA turbo charged diesel engine rated at approximately 130-hp. Drill has 28,000-lb pull back, 72-in stroke, 45-90 degree working angle, air & mud rotary & twin cylinder feed, centralized controls, hydraulic pump & tank, heat exchanger, block heater, battery, winch & 55-gallon fuel tank.

704 2006 Discovery II Core Drill SN-MMP-001-2006-239471

705 2006 Discovery II Core Drill SN- MMP-001-2006-239472

Jackhammer Drills

- ▶ (6) Jackhammer air drills 180-rpm rotation speed, 3-m drill depth.

Trailer Mounted Drills

825 1994 TH75E Trailer Drill;

- ▶ Trailer: 1994 Mond Model 40-53 tri-axle dual wheel commercial trailer.

VIN - 2M9322182R1005044 License No. 4LA9-40

- ▶ Ingersoll Rand T3W mast 45-ft long rated at 100,000-lb (44,400-daN) pullback & static hook load capacity and 30,000-lb (13,500) pull down. Mast is complete with; 3/4-in cabling, dual raising cylinders, 6-in crown sheaves, make-up/break-out wrench and Petol wrench. Cummins Model KTA-190 deck engine rated at approximately 480-hp.

SN - 3423

- ▶ Integral hydraulic system including; (4) pumps, common reservoir, thermal exchanger and infrastructure for interconnecting plumbing.

- ▶ King Model CM25 swivel
- ▶ Deck mounted BOP controls
- ▶ 900/350 air compressor

EGD Drill

***861** New Complete Series III drill rig w 3 Kubota 1505 engines, large drill head and bhp safety pack, incl. Engine Isolators/Lockout, added Reservoir and Control Panel Guarding & + 1 E-Stop)

EGD 111 Rig

Mud Tanks

* Denotes Not Viewed

Unit No.	Description	Identification Number
823	2005 U-built Mud Tank Trailer; Rig 825	VIN - 2AT5072705U301014
	<ul style="list-style-type: none"> ▶ 2005 U-built Flat-Deck trailer, tridem axle, dual wheel, approximately 48-ft long. Sloped bottom mud tank approximately 18-M³, 3-compartments, level indicators, mix guns, chemical mix barrel, degasser & DFTS Model DF275XG shale shaker. Mix room w/ pumps & hopper. 	<p>CVIP - Sep 2016 License - 4LA9-38 Shaker - 2007</p>
844	Mud Tank; Rig 815	
	(3) - 28-M ³ , low profile mud tank C/W shale shakers, skimmers, interconnecting piping, mud guns etc.	
Misc. Mud Tanks		
	<ul style="list-style-type: none"> ▶ (4) new skid mounted mud tanks; 10-M³, 3-compartment, 8-ft wide x 30-ft long complete with hand rails, access stairs & mix room. ▶ (7) shallow hole sloped bottom mud tanks 8-ft wide x 15-ft long approximately 5-M³, 3-compartments complete with hand rails. ▶ (3) new single compartment mix tanks complete with Agitator powered by Baldor electric motor, hand rails & stabilization frame. ▶ (3) skid mounted sloped bottom mud tanks 8-ft wide x 40-ft long, approximately 16-m³ 4-compartment complete with Swaco adjustable linear shale shaker, trash pumps, walkways & hand rails. ▶ Skid mounted sloped bottom mud tank w/ mix guns, chemical mix barrel, degasser, choke manifold, drain ports access stairs & safety railings. Mix room consisting of mix hopper, steam heater & Forum Model 999881BE0 6x5x14 centrifugal pump powered by 50-hp electric motor. 	<p>Pump - 16634</p>

- ▶ Skid mounted sloped bottom mud tank w/ mix guns, chemical mix barrel, degasser, choke manifold, drain ports, access stairs & safety railings Mix room consisting of mix hopper, steam heater National Oilwell 6x5x11 centrifugal pump powered by electric motor.

Substructures

* Denotes Not Viewed

Unit No.	Description	Identification Number
822	2005 U-built Trailer Substructure; Rig 825	VIN - 2AT5072725U301015
▶	2005 tandem axle quad wheel trailer substructure w/ fold down ramps, access stairs, hand rails, levelling jacks, BOP handling system, hydraulic pump & tank.	SN – 1104 CVIP - Sep 2016 License No. 4LA9-36
831	Skid Mounted Substructure; Rig 815	
▶	Free standing skid mounted hydraulic substructure complete with fold down ramps, drill floor, access stairs, hand rails, hydraulic pump powered by electric motor & hydraulic tank, steam heater, BOP handling system & 3,000-lb pipe arm.	
720S- 725S	Substructures	
	(6) substructures w/ drive-on folding ramps, folding wing walks, hand rails & access stairs.	

Core Trucks

* Denotes Not Viewed

Unit No.	Description	Identification Number
755	2003 International Core / Steam Truck;	VIN - 1HTWGADRX3J072703
▶	Truck: 2003 International Model 7400 6X4 single-steer tandem-drive rear axle truck. Truck is powered by International Model DT530 diesel engine. Truck is fitted with drivers air-ride seat, air-ride suspension, dual fuel tanks and boiler blow down tank.	Eng SN - 531HM2U1390587 Odometer - 158,091-kms Proof Meter - 9,914-hrs CVIP Expires - Oct 2018
▶	Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approx. 54-hp.	Hrs. - 13,685
▶	Boiler: 2010 Columbia Type CT 20-hp boiler w/ igniter, water tank & pump.	SN - 159714 CRN - V2589.2
▶	Core shack: 8-ft wide x 30-ft long container equipped w/ side & rear access doors, fold down walkway, power tail platform, exterior lighting, tools, instrumentation, utility bench & safety equipment.	
756	2008 Sterling Core / Steam Truck;	VIN - 2FZHAZDEX8AZ29884
▶	Truck: 2008 Sterling Model L9500 single-steer tandem-drive rear axle truck. Truck is powered by Cat Model C13 diesel engine & is fitted with drivers air-ride seat, air-ride suspension, dual fuel tanks, boiler blow down tank & electronic controls.	Odometer - 25,422-km Proof Meter - 12,823-hrs CVIP Expired - Oct 2019
▶	Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approx. 54-hp.	Hrs. - 7,340
▶	Boiler: Columbia Type CT 20-hp boiler w/ igniter, water tank & pump.	SN - 161387 A No. - 632429

- ▶ Core shack: 8-ft wide x 30-ft long container equipped w/ side & rear access doors, fold down walkway, power tail platform, exterior lighting, tools, instrumentation, utility bench & safety equipment. SN - RY8034752
- 757 2008 Sterling Core / Steam truck** **VIN - 2FZHAZDE18AZ29885**
- Truck: 2008 Sterling Model L9500 single-steer tandem-drive rear axle truck. Truck is powered by Cat Model C13 diesel engine & is fitted with drivers air-ride seat, air-ride suspension, dual fuel tanks, boiler blow down tank & electronic controls. Odometer - 20,609-km
Proof Meter - 2,183-hrs
CVIP - CV5529234
CVIP Expires - Nov. 2016
- Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approximately 54-hp. Hrs. - 26,478
- ▶ Boiler: 2012 Columbia Type CT 20-hp boiler w/ igniter, water tank & pump. SN - 161078
CRN - V9213.2
- Core shack: 8-ft wide x 30-ft long container equipped w/ side & rear access doors, fold down walkway, power tail platform, exterior lighting, tools, instrumentation, utility bench & safety equipment.
- *758 2008 Sterling Core / Steam Truck;** **VIN - 2FZHAZDE38AZ29886**
- ▶ Truck: 2008 Sterling Model L9500 single-steer tandem-drive rear axle truck. Truck is powered by Cat Model C13 diesel engine & is fitted with drivers air-ride seat, air-ride suspension, dual fuel tanks, boiler blow down tank & electronic controls. Odometer - 13,770-km
Proof Meter - 5,940-hrs
Engine SN - LEE03044
CVIP - CV5529290
CVIP Expires - Jan. 2017
 - ▶ Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approximately 54-hp.
 - ▶ Boiler: 2012 Columbia Type CT 20-hp boiler w/ igniter, water tank & pump. SN - 161069
CRN - V9213
 - ▶ Core shack: 8-ft wide x 30-ft long container equipped w/ side & rear access doors, fold down walkway, power tail platform, exterior lighting, tools, instrumentation, utility bench & safety equipment. SN - RY8034731
- 759 2008 Sterling Core / Steam Truck;** **VIN - 2FZHAZDE78AZ29888**

- ▶ Truck: 2008 Sterling Model L9500 single-steer tandem-drive rear axle truck. Truck is powered by Cat Model C13 diesel engine & is fitted with drivers air-ride seat, air-ride suspension, dual fuel tanks, boiler blow down tank & electronic controls.
 - Odometer - 17,77-km
 - Proof Meter - 8,267-hrs
 - Engine SN - LEE03103
 - CVIP Expired - Oct 2019

- ▶ Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approx. 54-hp.
 - Hrs. - 20,416

- ▶ Boiler: 2013 Columbia Type CT-20 rate at 20-hp c/w igniter, water tank & pump.
 - SN - 161382
 - CRN No. - V9213.23
- ▶ Core shack: 8-ft wide x 30-ft long container equipped w/ side & rear access doors, fold down walkway, power tail platform, exterior lighting, tools, instrumentation, utility bench & safety equipment.
 - SN - RY8035124

- 760 2008 Sterling Core / Steam Truck;**
 - VIN - 2FZHAZDE58AZ29887**
 - Odometer - 19,432-km
 - Proof Meter - 8,252-hrs
 - Engine SN - LEE03052
 - CVIP Expired - June 2019

- ▶ Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approx. 54-hp.
 - Hrs. - 12,265

- ▶ Boiler: Columbia Type CT 20-hp boiler w/ igniter, water tank & pump.
 - SN - 159712
 - CRN - V2589.2
- ▶ Core shack: 8-ft wide x 30-ft long container equipped w/ side & rear access doors, fold down walkway, power tail platform, exterior lighting, tools, instrumentation, utility bench & safety equipment.
 - SN - RY8030531

- 762 2009 International Core / Steam Truck**
 - VIN - 1HTWNAZR69J139157**
 - Odometer - 16,812-kms
 - Proof Meter - 8,035-hrs
 - Engine SN - 449108
 - CVIP Expired - Nov. 2018

- ▶ Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approximately 54-hp.
 - Hrs. - 18,225

- ▶ Boiler: 2014 Columbia Type CT 20-hp boiler w/ igniter, water tank & pump. SN - 161068
CRN No. V9213.23
 - ▶ Core shack: 8-ft wide x 30-ft long container equipped w/ side & rear access doors, fold down walkway, power tail platform, exterior lighting, tools, instrumentation, utility bench & safety equipment. SN - RY10009189
- 763 2011 International Core / Steam Truck VIN - 1HTWNAZT9BJ394662**
- ▶ Truck: 2011 International Model Work Star 7500 single-steer tandem-drive rear axle truck. Truck is powered by Maxxforce Model GD1350 9.3-litre L6 diesel engine rated at 350-bhp @2,000-rpm. Truck is fitted with drivers air-ride seat, air-ride suspension, dual fuel tanks and boiler blow down tank. Odometer - 15,841-kms
Proof Meter - 5,217-hrs
CVIP Expired - Dec 2019
 - ▶ Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approx. 54-hp. Hrs. - 15,884
 - ▶ Boiler: Columbia Type CT 20-hp boiler w/ igniter, water tank & pump. SN - 161070
CRN No. - V9213.2
 - ▶ Core shack: 8-ft wide x 30-ft long container equipped w/ side & rear access doors, fold down walkway, power tail platform, exterior lighting, tools, instrumentation, utility bench & safety equipment. SN - RY10009189
- 783 2013 International Core / Steam Truck VIN - 1HTWNAZT2DJ381027**
- ▶ Truck: 2013 International Model Work Star 7500 single-steer tandem-drive rear axle truck. Truck is powered by Maxxforce 10 Model A350 9.3-litre diesel engine rated at 350-bhp @ 2,000-rpm. Truck is fitted with drivers air-ride seat, air-ride suspension, dual fuel tanks and boiler blow down tank. Odometer - 8,416-kms
Proof Meter - 2,459-hrs
CVIP Expired - May 2015
 - ▶ Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approx. 54-hp. Hours - 3,622
 - ▶ Boiler: 2012 Columbia Type CT 20-hp boiler w/ igniter, water tank & pump. SN -161073
 - ▶ Core shack: 8-ft wide x 30-ft long container equipped w/ side & rear access doors, fold down walkway, power tail platform, exterior lighting, tools, instrumentation, utility bench & safety equipment.

***784 2013 International Core / Steam Truck**

- ▶ Truck: 2013 International Model Work Star 7500 single-steer tandem-drive rear axle truck. Truck is powered by Maxxforce 10 Model A350 9.3-litre diesel engine rated at 350-bhp @ 2,000-rpm. Truck is fitted with drivers air-ride seat, air-ride suspension, dual fuel tanks and boiler blow down tank.

- ▶ Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approx. 54-hp.

- ▶ Boiler: 2012 Columbia Type CT 20-hp boiler w/ igniter, water tank & pump.

- ▶ Core shack: 8-ft wide x 30-ft long container equipped w/ side & rear access doors, fold down walkway, power tail platform, exterior lighting, tools, instrumentation, utility bench & safety equipment.

VIN - 1HTWNAZT4DJ381028

Odometer - - 10,287-km
Proof Meter - 1,866-hrs
CVIP - CV5529275
CVIP Expired - Dec. 2016

SN - 161071
CRN No. V9213.2

***785 2013 International Core / Steam Truck**

- ▶ Truck: 2013 International Model Work Star 7500 single-steer tandem-drive rear axle truck. Truck is powered by Maxxforce 10 Model A350 9.3-litre diesel engine rated at 350-bhp @ 2,000-rpm. Truck is fitted with drivers air-ride seat, air-ride suspension, dual fuel tanks and boiler blow down tank.

- ▶ Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approx. 54-hp.

- ▶ Boiler: 2012 Columbia Type CT 20-hp boiler w/ igniter, water tank & pump.

- ▶ Core shack: 8-ft wide x 30-ft long container equipped w/ side & rear access doors, fold down walkway, power tail platform, exterior lighting, tools, instrumentation, utility bench & safety equipment.

VIN - 1HTWNAZT0DJ381026

Odometer - 12,061-km
Proof Meter - 2,414-hrs
CVIP - CV6031804
Expires - May 2018

Hrs. - 4,426

SN - 161074

786 2013 International Core / Steam Truck

- ▶ Truck: 2013 International Model Work Star 7500 single-steer tandem-drive rear axle truck. Truck is powered by Maxxforce 9.3-litre L6 diesel engine & is fitted with drivers air-ride seat, air-ride suspension, dual fuel tanks and boiler blow down tank.

VIN - 1HTWNAZT9DJ381025

Odometer - 13,030-km
Proof Meter - 3,826-hrs
CVIP - Dec 2019

- ▶ Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approximately 54-hp. Hrs. - 7,689

- ▶ Boiler: 2012 Columbia Type CT 20-hp boiler w/ igniter, water tank & pump. SN - 161072

- ▶ Core shack: 8-ft wide x 30-ft long container equipped w/ side & rear access doors, fold down walkway, power tail platform, exterior lighting, tools, instrumentation, utility bench & safety equipment.

Boiler Trucks & Trailers

* Denotes Not Viewed

Unit No.	Description	Identification Number
777	2008 International Boiler Truck;	VIN - 1HTMKAAP78H642728
	<ul style="list-style-type: none"> ▶ Truck: 2008 International Model DuraStar 4400 single-steer, single-drive rear axle truck. Truck is powered by MaxxForce DT530E Model CH275 turbo-charged diesel engine rated at 275-hp @ 2,000-rpm with 8.7-litres of displacement. Truck is fitted with drivers air-ride seat, air-ride suspension, dual fuel tanks, boiler blow down tank & electronic controls. 	Km - 311,363 Hrs - 4,951 CVIP Expired - Sept. 2015 License No. - BBH-4903
	<ul style="list-style-type: none"> ▶ Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approximately 54-hp. 	Hrs - 14,128
	<ul style="list-style-type: none"> ▶ Boiler: Williams & Davis Model 780 boiler w/ igniter, water tank & transfer pump. 	SN - 9016 CRN No. - H-5927.2
	<ul style="list-style-type: none"> ▶ Boiler is housed in 8-ft wide x 24-ft long container equipped w/ side & rear access doors, tools, instrumentation, utility bench & safety equipment. 	
782	2001 International Boiler Truck;	VIN - 1HTSHADR91H367467
	<ul style="list-style-type: none"> ▶ Truck: 2001 International Model DuraStar 4900 6X4 single-steer tandem-drive rear axle truck. Truck is powered by DT530E Model CH275 turbo-charged diesel engine rated at 275-hp @ 2,000-rpm with 8.7-litres of displacement. Truck is fitted with drivers air-ride seat, air-ride suspension, dual fuel tanks, boiler blow down tank & electronic controls. 	Odometer - 356,169-km Engine - 531HM2U1262792 License No. - BFV -0572
	<ul style="list-style-type: none"> ▶ Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approximately 54-hp. 	Hrs - 4,007
	<ul style="list-style-type: none"> ▶ Boiler: Saskatoon Model OTS-020H boiler w/ igniter, water tank & transfer pump. 	SN - 4066
	<ul style="list-style-type: none"> ▶ Boiler is housed in 8-ft wide x 24-ft long container equipped w/ side & rear access doors, tools, instrumentation, utility bench & safety equipment. 	

- 809 2000 International Boiler Truck;** **VIN - 2HSCEAXR3YC077580**
 ▶ Truck: 2000 International Model 9200 I6X4 single-steer tandem-drive rear axle truck. Truck is powered by Cat Model C12 diesel turbo-charged engine rated at 455-hp @ 1,800-rpm with 11.9-litres of displacement. Truck is fitted with drivers air-ride seat, air-ride suspension, dual fuel tanks, boiler blow down tank & electronic controls. Odometer - 944,773-kms
 Engine SN - 2KS53340
 CVIP Expired - Jan 2019
 License No. - BJC-5692
- ▶ Genset: Stamford Model BCI184E1L-203A 25-kVA generator powered by Isuzu Model 4LE1 diesel engine rated at approximately 54-hp. HRs - 6,633
- ▶ Boiler: Fuel Master Model C0-45 boiler w/ igniter, water tank & transfer pump. SN - 0908-264
- ▶ Boiler is housed in 8-ft wide x 24-ft long container equipped w/ side & rear access doors, pressure washer, tools, instrumentation, utility bench & safety equipment.
- 832 Trailer mounted Hurst Boiler 80-hp;(Rig 825)** **VIN - LJTR0AL0512Y6211**
 ▶ 1999 Custom tandem axle dual wheel commercial trailer w/ mounted boiler building. CVIP - Jul 2015
- ▶ Boiler: Hurst Model 0550339 80-hp boiler w/ igniter, water tank & transfer pump. SN - S400-150-13M
- ▶ Boiler building also complete with fuel tank, access ladder, rear & side fold down walkways.
- 833 1999 Boiler Trailer;** **VIN - LJR01AL0Y52662149**
 ▶ 1999 Custom tandem axle dual wheel commercial trailer w/ mounted boiler building. CVIP - Sep 2016
- ▶ Boiler: Hurst Model 0550339 80-hp boiler w/ igniter, water tank & transfer pump. SN - DS400-150-4M
- ▶ Boiler building also complete with fuel tank, access ladder, rear & side fold down walkways.
- 834 Skid mounted Boiler Building; (Rig 815)** **VIN - DS400-150-19M**
 ▶ 2006 Boiler: Hurst Model 0630318 80-hp boiler w/ igniter, water tank & transfer pump. SN - DS400-150-19M
- ▶ Boiler building also includes fuel tank, storage compartments, drain ports & roof access ladder.
- 835 Skid mounted Boiler Building;** **VIN - DS400-150-19M**
 ▶ Boiler: Williams & Davis Model 777 80-hp boiler w/ igniter, water tank & transfer pump. SN - 8108
- ▶ Boiler building also includes fuel tank, storage compartments, drain ports & roof access ladder, *fuel tank out of service 12/31/12.*

836 Skid mounted Boiler Building;

- ▶ Boiler: Williams & Davis Model 777 80-hp boiler w/ igniter, water tank & transfer pump.
- ▶ Boiler building also includes fuel tank, storage compartments, drain ports, exterior storage basket & roof access ladder.

SN - 8152

837 Skid mounted Boiler Building;

- ▶ Boiler: Williams & Davis Model 780 60-hp boiler w/ igniter, water tank & transfer pump.
- ▶ Boiler building also includes fuel tank, storage compartments, drain ports, exterior storage basket & roof access ladder.

SN - 7668

838 Skid mounted Boiler Building;

- ▶ Boiler: Williams & Davis Model 777 80-hp boiler w/ igniter, water tank & transfer pump.
- ▶ Boiler building also includes fuel tank, storage compartments, drain ports & roof access ladder.

SN - 8185

Pipe Trucks

* Denotes Not Viewed

Unit No.	Description	Identification Number
393	1991 Freightliner Pipe Truck w/ Crane	VIN - 1FVYZSYB5ML443506
▶	Truck: 1991 Freightliner Model FLC11264T/ST single steer tandem drive truck. Truck is powered by Cat Model 3406B (14.6-litre) diesel engine. Truck is fitted with approximately 6-m ³ belly tank and drop-pocket railing, access stairwell etc.	Odometer - 563,836-km Hrs - 23,052 CVIP Expired Sept 2015
▶	Ferrari Folding Crane Model F560.A3 with a maximum lifting capacity of 42,700 ft-lbs and three stage (A3) hydraulic extension.	SN - 63423 Cert. Expired - Sept. 2015
394	1991 Freightliner Pipe Truck w/ Crane	VIN - 1FVXZXYB7LL443532
▶	Truck: 1991 Freightliner Model FLC11264T/ST single steer tandem drive rear axle truck. Truck is powered by Cat Model 3406B (14.6L) diesel engine. Truck is fitted with approximately 6-m ³ belly tank and drop-pocket railing, access stairwell etc.	Odometer - 266,467-km Hrs - 6,324 CVIP Expired - June 2016
▶	Crane: 2002 Hiab Model 060-3 with a maximum lifting capacity of 37,150-ft-lbs and hydraulic outreach of 29-ft 3-in.	SN - 5263 Cert. Expired - Sept. 2016
*622	2005 International Pipe Truck w/ Crane	VIN - 1HTMSAAR85H142283
▶	Truck: 2005 International Truck Model 4400 SBA 6X4 single steer tandem drive rear axle truck. Truck is powered by International Model DT466 (7.6L) diesel engine. Truck is fitted with approximately 6-m ³ belly tank and drop-pocket railing, access stairwell etc.	Odometer - 43,717-km Hrs - 13,051 CVIP Expired October 2018
▶	Crane: 2004 Hiab Model 060 with a maximum lifting capacity of 37,150-ft-lbs and hydraulic outreach of 29-ft 3-in.	SN - 5989 Certification - Sept. 2015
663	2007 Kenworth Pipe Truck w/ Crane	VIN - 2NKDLU0X67M930378

- ▶ Truck: 2007 Kenworth Model T800 single steer tandem drive rear axle truck. Truck is powered by CAT C13 diesel turbocharged engine rated at 525-hp @ 1,800-rpm unitized with Eaton Fuller Model RTL0169418B 18-speed manual transmission. Truck is fitted with approximately 6-m³ belly tank and drop-pocket railing, access stairwell etc.

Odometer - 31,294-km
Hrs - 19,768
Engine SN - KCB77952
CVIP - Nov 2019

- ▶ Crane: 2006 HIAB Picker Model 077CLX with a maximum lifting capacity of 50,600 ft-lbs.

SN - 1395
CVIP - Nov 2019

- *664 2007 Kenworth Pipe Truck w/ Crane** **VIN - 2NKDLU0X87M930379**
 - ▶ Truck: 2007 Kenworth Model T800 single steer tandem drive rear axle truck. Truck is powered by Cat Model C-12 335 (12.0 L) diesel engine unitized with Eaton Fuller Model RTL0169418B 18-speed manual transmission. Truck is fitted with approximately 6-m³ belly tank and drop-pocket railing, access stairwell etc.

Odometer - 32,844-km*
Hrs - 14,438*

 - ▶ Crane: 2006 HIAB Picker Model 077CLX with a maximum lifting capacity of 50,600 ft-lbs.

SN - 1394

- *665 2007 Kenworth Pipe Truck w/ Crane** **VIN - 2NKDLU0X47M930380**
 - ▶ Truck: 2007 Kenworth Model T800 single steer tandem drive rear axle truck. Truck is powered by Cat Model C-13 (12.5 L) diesel engine unitized with Eaton Fuller Model RTL0169418B 18-speed manual transmission. Truck is fitted with approximately 6-m³ belly tank and drop-pocket railing, access stairwell etc.

Odometer - 30,659-km
Hrs - 14,065
Engine SN - KCB77951
CVIP Expired - June 2018

 - ▶ Crane: 2006 HIAB Picker Model 077CLX with a maximum lifting capacity of 50,600 ft-lbs.

SN - 1396

- 683 2007 Kenworth Pipe Truck w/ Crane** **VIN - 2NKDLU0X67M930381**

- ▶ Truck: 2007 Kenworth Model T800 single steer tandem drive rear axle truck. Truck is powered by Cat Model C-12 diesel engine unitized with Eaton Fuller Model RTL0169418B 18-speed manual transmission. Truck is fitted with approximately 6-m³ belly tank and drop-pocket railing, access stairwell etc.

Odometer - N/A
Hrs - N/A
CVIP - Dec 2019

- ▶ Crane: 2006 HIAB Picker Model 077CLX with a maximum lifting capacity of 50,600 ft-lbs.

SN - 1397

- 709 2008 Kenworth Pipe Truck w/ Crane**

VIN - 1NKDLU0X68J935749

 - ▶ Truck: 2007 Kenworth Model T800 single steer tandem drive rear axle truck. Truck is powered by Cat Model C-13 (12.5 L) diesel engine. Truck is fitted with approximately 6-m³ belly tank and drop-pocket railing, access stairwell etc.

Odometer - 37,682-km
Hrs - N/A CVIP
- Nov 2019

 - ▶ Crane: 2006 HIAB Picker Model 077CLX with a maximum lifting capacity of 50,600 ft-lbs.

SN - 1597
Certification: Nov 2019

- 710 2008 Kenworth Pipe Truck w/ Crane**

VIN - 1NKDLU0X28J935750

 - ▶ Truck: 2007 Kenworth Model T800 single steer tandem drive rear axle truck. Truck is powered by Cat Model C-13 (12.5 L) diesel engine unitized with Eaton Fuller Model RTL0169418B 18-speed manual transmission. Truck is fitted with approximately 6-m³ belly tank and drop-pocket railing, access stairwell etc.

Odometer - 29,435-km
Hrs - 23,623
Engine SN - LEE04823
CVIP - Nov 2019

 - ▶ Crane: 2006 HIAB Picker Model 077CLX with a maximum lifting capacity of 50,600 ft-lbs.

SN - 1593
Cert. Expires: Nov 2019

- 711 2008 Kenworth Pipe Truck w/ Crane**

VIN - 1NKDLU0X48J935751

 - ▶ Truck: 2007 Kenworth Model T800 single steer tandem drive rear axle truck. Truck is powered by Cat Model C-13 (12.5 L) diesel engine rated at 525-hp @ 1,800-rpm. Truck is unitized with Eaton Fuller Model RTL0169418B 18-speed manual transmission. Truck is fitted with approximately 6-m³ belly tank and drop-pocket railing, access stairwell etc.

Odometer - 38,965-kms
Hrs - N/A
Engine SN - LEE04801
CVIP Expires - Nov. 2019

 - ▶ Crane: 2003 Hiab 060 with a maximum lifting capacity of 37,150-ft-lbs and hydraulic outreach of 29-ft 3-in.

SN - 5827
Cert. Expired - Nov 2019

- *712 2008 Kenworth Pipe Truck w/ Crane**

VIN - 1NKDLU0X68J935752

- ▶ Truck: 2007 Kenworth Model T800 single steer tandem drive rear axle truck. Truck is powered by Cat Model C13 turbocharged diesel engine rated at 525-hp @ 1,800-rpm. Engine is unitized with Eaton Fuller Model RTL016918B 18-speed manual transmission. Front suspension is equipped with spring-ride single steer front axles rated at 18,740-lbs fitted with dual power steering boxes, air-operated brakes and chrome wheels. Rear suspension is equipped with tandem axles rated at 46,000-lbs fitted with air-operated brakes and steel wheels mounted on 11R24.5 tires. Tractor is complete with; dual fuel tanks, 2-way radio, CB, etc. Truck is fitted with approximately 6-m³ belly tank and drop-pocket railing, access stairwell etc.

Odometer - 43,686-km
 Hrs - 11,324
 Engine SN - LEE02163
 CVIP Expires - June 2019

- ▶ Crane: 2006 HIAB Picker Model 077 CLX with a maximum lifting capacity of 50,600 ft-lbs.

SN - 1579

***753 2008 Kenworth Pipe Truck w/ Crane**

VIN - 1NKDL00X59R942218

- ▶ Truck: 2007 Kenworth Model T800 single steer tandem drive rear axle truck. Truck is powered by Cummins Model ISM-410 turbo-charged diesel engine rated at 550-hp @ 2,100-rpm. Truck is unitized with an Eaton Fuller Model RTL016918B 18-speed manual transmission. Truck is fitted with approximately 6-m³ belly tank and drop-pocket railing, access stairwell etc.

Odometer - 23,495-km
 Hrs - 8,176
 Engine SN - 5011513
 CVIP - CV5636515
 CVIP Expires - Jan 2017

- ▶ Crane: 2008 HIAB Model 077CLX with a maximum lifting capacity of 50,600 ft-lbs.

SN - C4-L077-002584
 Cert. Due - June 2017

Heavy Vehicles

* Denotes Not Viewed

Unit No.	Description	Identification Number
*506	1995 Western Star	VIN-2WLPCCCF7SK936087
	▶ Truck: 1995 Western Star Model 4964F single steer tandem drive rear axle truck. Truck is powered by Cat Model 3406 (14.6L) diesel engine unitized with Eaton Fuller Model RTL014613B 13-speed manual transmission.	KM - 236,818 Hrs - 4,466
	▶ Water Tank: 1997 Hamms water tank; 100BBL capacity.	SN - 129711546
*582	2002 Western Star Winch Tractor	VIN- 2WLPDD3J52K972898
	▶ Truck: 2002 Western Star Model 4964FX single steer tandem drive rear axle truck. Truck is powered by Cat Model C-15 diesel engine unitized with Eaton Fuller Model RTL018918B 18-speed manual transmission.	Engine SN - 6NZ48527 KM - 119,819 Hrs - 23,495
	▶ Winch: Model No. 62AAX1L5A	SN - 22040801L
612	2004 Western Star c/ Crane	VIN-5KJJALAV64PN01875
	▶ Truck: 2004 Western Star Model 4964FX single steer tandem drive rear axle truck. Truck is powered by Cat Model C-15 diesel engine unitized with Eaton Fuller Model RTL018918B 18-speed manual transmission.	KM - 638,577-km 12,414 Hrs - CVIP - Jun 2020
	▶ Crane: 1999 Ferrari Model F718A5 with a maximum lifting capacity of 1.5-T, 12.1-M maximum reach and five stage (A5) hydraulic extension.	SN - 42508 Expired - Jun 2019 Cert.
625	2006 Western Star Winch Tractor	VIN - 5KJJAEAVX6PV13543
	▶ Truck: 2006 Western Star Model 4900 FA single steer tandem drive rear axle truck. Truck is powered by Cat Model C-15 diesel engine unitized with Eaton Fuller Model RTL018918B 18-speed manual transmission.	KM - 932,171-kms Hrs - 13,810 CVIP Expires - Apr 2020

- *667** 2006 Sterling; 2006 Sterling tractor powered by MBE 926 (7.2L) engine. **VIN - 2FWBCHDJ56AW31051**
KM - 86,758
Hrs - 16,489
- *691** **2007 Sterling** *(not viewed by appraiser)* **VIN - 2FWBCHDJ67AY20308**

 - ▶ Truck: 2007 Sterling single-steer single axle tractor powered by MBE 926 (7.2L) engine rated at 300-hp @ 2,200-rpm. Odometer - 103,017-kms
Hrs - 17,347
Engine SN - 0906626611
CVIP Expired - Aug. 2015
- 692** **2004 International Single Truck Axle** **VIN - 1HTMMAAP64H656401**

 - ▶ Truck: 2004 International Durastar Model 4300 SBA 4X2 single-steer single axle truck. Truck is powered by International Model C230 diesel engine rated at approximately 230-hp unitized with Eaton Fuller transmission & dual fuel tanks. Odometer - N/A
Hours - N/A Engine
- 470HM2U1424218
CVIP - Sep 2019
- *749** **2009 Peterbilt** **VIN - 2NPRLN0X49M783454**

 - ▶ Truck: 2009 Peterbilt Model 340 powered by PX-8 (8.3L) engine. Odometer - N/A
CVIP Expired - Nov 2019
 - ▶ 2008 Reimer Volumetric Mixer w/ 10-M³ production capacity @ 50-m/hr. SN - R1096408
- 761** **2010 Peterbilt** **VIN - 2NPRLN0XXAM795595**

 - ▶ Truck: 2010 Peterbilt Model 340 powered by PX-8 (8.3L) engine. SN - R10122K05009SP
 - ▶ 2009 Reimer Volumetric Mixer w/ 9-m³ production capacity @ 50-m/hr.
- *780** **2012 Kenworth T800 Fuel/Lube Truck** **VIN-1NKDL40X2CJ333617**

 - ▶ Truck: 2012 Kenworth Model T800 single steer tandem drive rear axle truck. Truck is powered by Cummins ISX15 485 (14.9L) diesel engine. Truck is mounted on single-steer front axle rated at 20,000-lbs and 46,000- tandem rears. Engine SN - 79527368
KM - 43,087
Hrs - 5,890
 - ▶ QT Equipment enclosed mobile fuel-lube package consisting of (6) oil tanks, (1) diesel tank, (1) antifreeze tank, (1) salvage tank and common product dispensing-reclamation system c/w air compressor.
- *807** **2001 Freightliner FLD120 Fuel Truck** **VIN-1FVHAHCG41PK00755**

- ▶ Truck: 2001 Freightliner Model FLD120 single steer tandem drive rear axle truck. Truck is powered by Detroit Series 60 (12.7L) diesel engine. Truck is mounted on single-steer front axle rated at 20,000-lbs and 40,000- tandem rears.

Engine SN - 79527368
 KM - 683,280
 Hrs - 5,751

- ▶ Fuel tank w/ transfer pump, distribution hose and nozzle.

***808 2004 Freightliner M2 w/ Cement Mixer**

VIN-1FVACXDC64HN18151

- ▶ Truck: 2004 Freightliner Model M2 w/ single steer front axle and single rear axle. Truck is powered by Cat C7 (14.9L) diesel engine. Truck has ridged roof w/ tarped side curtains & rear power-lift gate.

Engine SN - KAL26629
 KMS - 453,919

- ▶ Cement mixing unit c/w integral hydraulic power unit, mixing barrel w/ hydraulic auger and powered distribution hose.
- ▶ Stamford-Issue 14-kW genset c/w electric start & day tank.
- ▶ Ingersoll Rand vertical air compressor

852 2013 Western Star Winch Tractor

VIN - 5KJJALDR6DPFA5857

- ▶ Truck; 2013 Western Star single steer tandem axle truck powered by a Detroit Diesel (DD15) turbocharged diesel engine rated at 560-hp @ 1,800-rpm with 14.8-litres of displacement and positive-air shut off. Engine is unitized with a Eaton Fuller RTLO-18918B manual transmission. Front suspension is equipped with spring-ride tandem front axles rated at 18,000-lbs fitted with dual power steering boxes, air-operated brakes and chrome wheels. Rear suspension is equipped with tandem rated at 46,000-lbs fitted with air- operated brakes and chrome wheels.

KM - 340,475
 Hrs - 5,775
 CVIP Expires - Aug 2019

***855 2004 Freightliner Vacuum Truck**

VIN - 1FVHALAV040M80779

- ▶ Truck; 2004 Freightliner single steer tandem axle truck powered by a Caterpillar Model C-15 turbocharged diesel engine rated at 475-hp with 14.8-litres of displacement and positive-air shut off. Engine is unitized with a Eaton Fuller manual transmission. Front suspension is equipped with spring-ride tandem front axles rated at 18,740-lbs fitted with dual power steering boxes, air-operated brakes and chrome wheels. Rear suspension is equipped with tandem rated at 46,000-lbs fitted with air-operated brakes and chrome wheels.

Odometer - 454,616-km
 Hours - 3,665
 Engine SN - MBN28301
 CVIP - CV5432608
 CVIP Expired - August 2016

- ▶ Tank; 2003 Proxy Weld Industries tank with 13,033-lites volumetric capacity. Tank is rated at MAWP 25-psi @ 200°F, MDMT -200F @ 25-psi. Design temperature range -29°C to 93°C. Head and shell material SA 36. W & RT3 stamp designations.

SN - 03-0646
 T-CRN - Z.02.468.01.02
 TC Spec - 407/412

856 2010 Peterbilt Vac Truck

- ▶ Truck; 2010 Peterbilt single steer tandem axle truck powered by a Cummins turbocharged diesel engine rated at 475-hp with 14.8-litres of displacement and positive-air shut off. Engine is unitized with a Eaton Fuller manual transmission. Front suspension is equipped with spring-ride tandem front axles rated at 18,740-lbs fitted with dual power steering boxes, air-operated brakes and chrome wheels. Rear suspension is equipped with tandem rated at 46,000-lbs fitted with air-operated brakes and chrome wheels.

VIN - 1NPTL40X3A0798361

Odometer - NA
 Hours - NA
 Engine SN - MBN28301
 CVIP - CV5829725
 CVIP Expired - October 2017

- ▶ Tank; 2010 Rebel Metal Fabricators tank with 13,183-lites volumetric capacity. Tank is rated at MAWP 25-psi @ 212°F, MDMT -200F @ 25-psi. Design temperature range -29°C to 100°C. Head and shell material SA 36. Max. loading rate and unloading rate 10,000-lpm. W & A stamp designations.

SN - PRTVAC.513.02.10
 T-CRN - Z.05.386.11.06
 TC Spec - 412

862 2006 Sterling Tandem Axle Water Truck

VIN - 2AESTGA086E000153

- ▶ Truck; 2006 Peterbilt single steer tri-drive truck powered by a Mercedes-Benz turbocharged diesel engine rated at 450-hp @ 1,900-rpm with 14.0-litres of displacement and positive-air shut off. Engine is unitized with a Eaton Fuller manual transmission. Front suspension is equipped with spring-ride tandem front axles rated at 18,740-lbs fitted with dual power steering boxes, air-operated brakes and chrome wheels. Rear suspension is equipped with tandem rated at 46,000-lbs fitted with air- operated brakes and chrome wheels.

Odometer - 171,979-km
Hours - 27,865
CVIP Expired - Feb 2019

- ▶ Advance, Alum Tank, 20-m³, Spec 406, 4-in production pump

***863 2006 Western Star Tri-Drive Water Truck**

- ▶ Truck; 2006 Peterbilt single steer tri-drive truck powered by a Detroit Diesel Series 60 turbocharged diesel engine rated at 515-hp @ 1,800-rpm with 14.0-litres of displacement and positive-air shut off. Engine is unitized with a Eaton Fuller manual transmission. Front suspension is equipped with spring-ride tandem front axles rated at 18,740-lbs fitted with dual power steering boxes, air-operated brakes and chrome wheels. Rear suspension is equipped with tri drive fitted with air- operated brakes and chrome wheels.

VIN - 5KKPALCK86PV00223

Odometer - 241,226-km
Hours - 33,817
Engine SN - 06R0855839
CVIP - CV5636513
CVIP Expired - Jan. 2017

Trailers

* Denotes Not Viewed

Unit No.	Description	Identification Number
270	1979 Willock Hi Boy Trailer	79WRL098
*384	1990 Scona Lowboy flat deck trailer; approximately 8-ft wide x 48-ft long, fifth wheel hitch; Tandem Axle, Double Wheel w/ hand-operated jacks.	VIN - 2E9L40D20L3003314 CV2750697 CVIP Exp. - July 2014 License No. 9227-56
*414	1992 Titan Flat Deck	VIN - 1T9F20200N1211292
*421	1980 Traileze 45-ft Hiboy trailer mounted on tandem axles.	SN - 5962480
*422	1980 Trail mobile 45-ft Hiboy trailer mounted on tandem axles.	SN - 18011010778004
423	1984 Manac 45-ft drop deck trailer	SN - 2M5121372E1010231
*424T	Trailer; approximately 7.5-ft wide x 16-ft long flat deck mounted on tandem axles w/ gooseneck hitch.	SN - NA
▶	1984 Ingersoll rand air compressor energized by diesel engine.	SN - 140224
459	1995 Aspen Scissor Trailer; approximately 8-ft wide x 40-ft long mounted on tri axle rated at 60,000-lbs.	SN - 2A9LB4031SS037332
*512	1998 Custom Built deck trailer	SN - BDC512
*513	1997 Trailtech CT220 trailer; approximately 7.5-ft wide x 18-ft long rated at 44,000-lbs, mounted on tandem axles w/ dual wheels.	SN - 2CUECERN7V2002794
*514	1998 HAYSHED 5X10 TILT TRAILER	VIN - 2H9FV1017W1058284
*545	16-ft Gooseneck flat deck trailer, not viewed by appraiser.	SN - 2WZGF1624Y0006551
566	1995 Kalyn drop deck trailer; approximately 40-ft long, mounted on tandem axles w/ dual wheels.	SN - 1K9F48246S1005351
*567	1995 Kalyn drop deck trailer; approximately 40-ft long, mounted on tandem axles w/ dual wheels.	SN - 1K9F48244S1005350

568	ATCO Sleigh Shop w/ 10-kW genset compartment	SN - 132005233
*572	1998 Doepker 53-ft drop deck trailer, TRA-DW	SN - 2DEDDFZ35W1010752
*578	1987 Chieftain 48-ft drop deck trailer	SN - 2C9SD4823HC034054
*588	2002 Wells Cargo enclosed trailer; approximately 16-ft long mounted on tandem axles.	SN - 1WC200G2X24045018
*595	2002 Wells Cargo enclosed Trailer approximately 20-ft long mounted on tandem axles.	SN - 1WC200J2224046432
*614	2001 Rainbow flat deck trailer, 6-ft long single axle	SN - 2R94P222211625055
616	2003 Lode King 53-ft drop down Trailer, TRA-DW	VIN - 2LDSA53333C038604 CVIP - Expired Dec 2019
617	2004 Columbia Remtec Fuel Bulker, Spec TC 406, 40,000-m ³ , alum tank, c/w 8-kW genset, mounted on tridem axle trailer	VIN - 2C9LCA3V941026070 CVIP - Expired Sep 2018
620	2004 Aspen 53-ft scissor neck trailer, TRA-DW	SN - 2A9LB40364N125391 CVIP - Expired Oct 2019
*633	2005 Wells Cargo 20-ft trailer	SN - 1WC200J2154055840
*634	2005 Wells Cargo 20-ft trailer	
636	2005 Wells Cargo 16-ft trailer mounted on tandem axles, c/w 5-kW genset	SN - 1WC200G2654058921 Hrs - 17,029
*637	2005 Wells Cargo 20-ft trailer	S/N 1WC200J2954056993
*649	1999 Lode King Trailer approximately 53-ft long mounted on tandem axles.	SN - N/A
650	1999 Lode King Trailer approximately 53-ft long mounted on tandem axles.	VIN - 2LDSD5321X9032169 CVIP - Expired Jul 2015
651	1999 Lode King Trailer approximately 53-ft long mounted on tandem axles.	SN - 2LDSD5323X9032173 CVIP - Expired Jan 2018
656	2007 Wells Cargo 20-ft Trailer mounted on tandem axles, c/w 24-kW genset.	SN - 1WC200J2074064693 CVIP - Aug 2017
*659	2007 Wells Cargo 16-ft trailer mounted on tandem axles.	SN - 1WC200G2074064698
660	2007 Wells Cargo 20-ft trailer mounted on tandem axles, c/w 20-kW genset	SN - 1WC200J2674064701 CVIP - Dec 2017
*671	2007 20' GOOSENECK TRAILER	SN - 2DAHC62137T007000
*674	2007 Wholesale Trailers flat deck trailer; approximately 7.5-ft wide x 20-ft long mounted on tandem 12,000-lb axles w/ goose neck hitch.	SN - 2DAHC62157T007001

*676	2007 20' GOOSENECK TRAILER	SN - 2DAHC62177T007002
697	2007 Columbia Remtec Fuel Bulker, Spec TC 406, 40,000-m ³ , alum tank, pump & hose assembly, mounted on tridem axle trailer	VIN - 2C9LCA3V471026059 CVIP - May 2019
*707	2008 Wells Cargo enclosed trailer; approximately 16-ft long mounted on tandem axles.	SN - 1WC200G2584068215
*708	2008 Wells Cargo enclosed trailer; approximately 16-ft long mounted on tandem axles.	SN - 1WC200G2984068217
*713	2007 Wells Cargo 20-ft Trailer mounted on tandem axles.	SN - 1WC200J2984068212
714	2008 Wells Cargo enclosed trailer; approximately 16-ft long mounted on tandem axles, c/w 20-kW a genset.	VIN - 1WC200J2084068213
720	2008 20-ft Flat deck trailer	VIN - 2DAHC62748T008243
*731	2008 fifth wheel Flat Deck Trailer	VIN - 2DAHC62188T008726
*734	2008 Double A flat deck trailer; 8-ft wide x 16-ft long mounted on tandem axles w/ gooseneck hitch, not viewed by the appraiser.	VIN - 2DAHC62728T008595
*743	2008 Double A flat deck trailer; 8-ft wide x 16-ft long mounted on tandem axles w/ gooseneck hitch.	SN - 2DAHC2118T008857
*752	2008 Double A flat deck trailer; 8-ft wide x 16-ft long mounted on tandem axles w/ gooseneck hitch.	SN - 46UFU202881120606
818	2005 Loadcraft Pipe Trailer approximately 8-ft wide x 40-ft long mounted on tandem axles w/ dual wheels and air-operated brakes. Trailer is c/w drop-pocket railing.	SN - 790496
*819	2006 Loadcraft Pipe Trailer approximately 8-ft wide x 40-ft long mounted on tandem axles w/ dual wheels and air-operated brakes. Trailer is c/w drop-pocket railing.	SN - 790498
*851	1998 Manac 53-ft tri-axle insulated dry van trailer.	VIN - 2M5931615W1052062
857	2013 Utility Trailer	VIN - 2CU138LA3D2032587 CVIP - Jan 2020
872	2018 Utility Gooseneck Trailer, c/w tandem axles, wooden deck w/ spring assisted beaver tail ramps, 8-ft x 28-ft	VIN - 16VGX2829J6009066 CVIP - Oct 2019

Misc. Buildings

* Denotes Not Viewed

Unit No.	Description	Identification Number
820	<p>Trailer Mounted Pump Building; Rig 825</p> <ul style="list-style-type: none"> ▶ Custom built tandem axle dual wheel trailer complete with front stabilizing jacks and spring-ride suspension. ▶ Pump building includes triplex mud pump powered by Volvo Model 1242 VE engine rated at approximately 515-hp, precharge & liner wash pumps. Pump is unitized with Eaton air shift transmission, pop valve, pulsation bottle & drop box. ▶ Building is also equipped w/ side & rear fold down walkways, storage racks, fuel tank & Ruffneck electric heater. 	<p>VIN - LJTR01AL0412Y5201 CVIP - Sep 2016</p>
821	<p>Trailer Mounted Doghouse & Fuel / Water Tanks; Rig 825</p> <ul style="list-style-type: none"> ▶ Trailer: 1997 Manac Model Double Drop commercial trailer approximately 50-ft in length, tandem axle dual wheel w/ air-ride suspension custom built to accommodate fuel / water tank & doghouse. ▶ Drop down doghouse: equipped standard amenities including; knowledge box, locking storage compartments, instrumentation, utility bench, steam heaters, access ladder & stairs, etc. ▶ Water tank: 20,000-litre capacity equipped with (2) transfer pumps. ▶ Fuel tank: includes transfer pump & level indicator. 	<p>VIN - 2M5121462V1044739</p> <p>CVIP - Sep 2016 License No. 4LA9-37</p> <p>SN - TK-304 (9015)</p>
824	<p>Combination Building; Rig 825</p> <ul style="list-style-type: none"> ▶ Accumulator, Genset, change room & utility room approximately 8-ft wide x 48-ft long w/ rear & side fold down walkways, exterior lighting, plug board & swing out cable support arm. 	

- ▶ Trailer: 1999 H-Made Model Chassey commercial trailer, tandem axle dual wheel custom built to accommodate combo building w/ wing walks, telescoping lighting, etc. VIN - LJTR01AL041Y5211
CVIP - Sep 2016
License No. 4LA9-39
 - ▶ Genset: Simpson-Maxwell Model 300VS-H4D-67 generator producing 270-kW & 337-kVa powered by Volvo Model TAD124GE 12.1-litre engine rated at approximately 500-hp. Gen - C05E2972
 - ▶ Accumulator: Electronic Control Systems Model 4-6505-0-15 PLC 75-gallon accumulator w/ (4) stations, 180-gallon tank capacity rated at 3,000-psi. Accumulator section also includes Speedaire air compressor. SN - 280505
 - ▶ Change room complete with lockers, bench and table.
 - ▶ Utility room includes bench w/ grinder, fastener storage bins & over head storage shelves.
- 826 Trailer Wellsite Building;** VIN - 2B953H03731004269
- ▶ 2003 BWS Model 53 Commercial trailer, tri-axle dual wheel with fold down access stairs & customized to accommodate wellsite unit. CVIP - Mar 2016
License No. 4LA9-41
 - ▶ Wellsite; 10-ft wide x 48-ft long w/ standard amenities including; bedroom, office, Landry, kitchen, storage room & (2) washrooms.
- *827 Wellsite Building;**
- 2003 Travco Industrial Housing wellsite; 10-ft wide x 40-ft long w/ standard amenities including; bedroom, office, Landry, kitchen, storage room & Ruffneck washroom. SN - WS1240314083
- 828 2012 Skid Mounted Core Shack; Rig 815**
- ▶ 2012 skid mounted elevated core shack complete with (4) hydraulic elevation cylinders, storage basket, (2) access doors, stairs, handrails, utility table, storage cabinets & steam heater.
- 829 Scissor Doghouse w/ Pipe tub; Rig 815**
- ▶ Doghouse: 12-ft x 12-ft skid mounted elevated doghouse w/ lockers, (2) access doors. Knowledge box, storage bench, etc....
 - ▶ Pipe tub: hydraulic operated pipe storage tub complete w/ swing out arms, stabilization jacks & storage bin on end.

830 Pump Building; Rig 815

- ▶ Continental Emsco Model D-375 duplex mud pump w pulsation bottle and 2-in pressure gauge. SN - 131
- ▶ Pump is energized by Detroit Series 60 14.0-litre diesel engine rated at approximately 665-hp SN - 06R0867347
- ▶ Pump building is also complete w/ Eagle high output single stage air compressor, spare parts, storage compartments & fuel tank.

860 Combination Building;

- ▶ Accumulator / Gen section, change room fuel tank & utility room approximately 8-ft wide x 48-ft long.
- ▶ Genset: Simpson-Maxwell Model 300VS-H4D-67 generator producing 270-kW & 337-kVa powered by Volvo Model TAD1240 GE 12.1-litre engine rated at approximately 500-hp. Gen - C05V3019
Hrs - 29,108
- ▶ Accumulator / Gen section complete with Model D03060-8S (4) station accumulator, small fuel tank, wiring & exhaust vent for genset (no genset in building). SN - 3765
- ▶ Change room equipped with lockers, bench, fastener storage bins, shelving & (2) fuel transfer pumps.
- ▶ Type 1A fuel tank; *expired certification*

Forklifts/Loaders & Transport Buses

* Denotes Not Viewed

Unit No.	Description	Identification Number	
229	Cat Model V40C propane powered forklift w/ 3,700-lb lifting capacity.	SN - 75Y471 Hrs - 6,012	
586	Komatsu Model FG30HT-12 gas powered forklift w/ 6,000-lb lifting capacity.	SN - 556814A Hrs - 5,761	
694	2007 John Deere Model 320 skid steer powered by Model 5024T liquid cooled turbo charged diesel engine rated at approximately 66-hp w/ 1,950-lb operating capacity, 66-in bucket, fork & power brush attachment.	SN - 135318 1,920	Hrs -
846	2012 John Deer 825i XUV Gator	SN - 1M0825GSVCM051678 Hrs - 2,251	
*849	2013 Cat Model 938K Loader complete with pipe grapple and forks.	Hours - N/A	
*850	2013 Cat Model 938K Loaders complete with pipe grapple and forks.	Hours - 2,015	

General Inventory

* Denotes Not Viewed

Unit No.	Description	Identification Number
----------	-------------	-----------------------

(25) Light Towers powered by diesel engine mounted on trailer w/ telescoping light poles.

767,769,773-
776 & 787, 792,
794-799, 801,
803-809 & 812-
814

(13) Storage sea cans w/ spare parts, tools, PPE, coveralls, SCBA etc....

One lot of (20) Rig mats

- ▶ **(20) Rig mats w/ boxed-in sides, units; BDC17 through BDC36.**

One lot of (43) Rig mats of various sizes

- ▶ 11 - 9'6" X 45' Rig Mats
- ▶ 12 - 9'6" X 30' X 6" Rig Mats
- ▶ 2 - 10' X 45' X 6" LISTER Rig Mats
- ▶ 8 - 10' X 45' X 6" LISTER Rig Mats
- ▶ 9'6" x 30' Rig Mat SN - BDC013
- ▶ 9'6" x 30' Rig Mat SN - BDC014
- ▶ 9'6" x 30' Rig Mat SN - BDC015
- ▶ 9'6" x 30' Rig Mat SN - BDC016
- ▶ (6) 10' X 45' X 6" LISTER Rig Mats

Communication Equipment

- ▶ (11) Mobile Radios
- ▶ (16) Kenwood Model TK-2212K hand held radios
- ▶ (16) Kenwood hand held radios
- ▶ (16) Kenwood TK280K handheld radios
- ▶ (36) Kenwood TK2180K hand held radios
- ▶ (40) 16 Channel HT1000 VHF
- ▶ (5) Midland Radios
- ▶ (9) Mobile Radios
- ▶ Midland radio 170-34B

(1) Lot of Spare Yard Equipment Including:

- ▶ 3-in 5,000-psi choke manifold & gate valves

- ▶ BOP stack including (2) T3 9-in single gate ram preventers w/ nace trim, (2) spools, annular, choke & kill lines. BOP SN - CN170024
Annular - L6720
- ▶ (3) Flare tanks
- ▶ Braden winch
- ▶ Gardner Denver Model FXG 172 3x5 mud pump
- ▶ 5X6 mud pump *(not viewed by appraiser)* SN - 565448
- ▶ Tumble style pipe racks
- ▶ Swaco shale shaker SN - 70211
- ▶ Fuel tanks
- ▶ (6) Type 6 explosive magazines
- ▶ (6) Type 10 explosive magazines
- ▶ (4) Submersible trash pumps
- ▶ (14) 3-in trash pumps
- ▶ (3) Rauch casing spinners
- ▶ (8) Hotsy steamers
- ▶ (4) static diverters *(not viewed by appraiser)*
- ▶ (15) Lombardini engines w/ flange additions *(not viewed by appraiser)*
- ▶ (6) 8-kW Ultralight Lombardini gensets *(not viewed by appraiser)*
- ▶ Mighty Mite Model MM9009 power tong *(not viewed by appraiser)*
- ▶ (4) water pumps *(not viewed by appraiser)*
- ▶ (3) Isuzu gensets
- ▶ 280-bbl cement silo *(not viewed by appraiser)* SN - 33372
- ▶ (6) 7-in elevators *(not viewed by appraiser)*
- ▶ 140-lb auto hammer w/ lift cylinder *(not viewed by appraiser)*
- ▶ (8) 6-in 250-psi firegaurd hoses *(not viewed by appraiser)*
- ▶ (12) aluminum handrails for platforms *(not viewed by appraiser)*
- ▶ (16) Aluminum jack stands *(not viewed by appraiser)*
- ▶ (12) lifeline fall restraints *(not viewed by appraiser)*
- ▶ (4) sets aluminum steps *(not viewed by appraiser)*

Schedule "C"

Form of Monitor's Certificate

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGOLD DRILLING CORP., CROS-MAN DIRECT
UNDERGROUND LTD., EGD SERVICES LTD., BERTRAM DRILLING CORP., AND
OMNITERRA INTERNATIONAL DRILLING INC.

PETITIONERS

MONITOR'S CERTIFICATE

- A. By order made September 13, 2019, this Court appointed FTI Consulting (Canada) Inc. as monitor (the "**Monitor**") of each of the Petitioners pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-46 (as amended, the "**CCAA**").
- B. Pursuant to an order of the Court dated September [●], 2019 (the "**Approval and Vesting Order**"), the Court approved the sale of the Purchased Assets to Century Services Corp. ("**Century**") pursuant to the Auction Agreement (as defined in the Approval and Vesting Order), providing for the vesting in Century of all of the Petitioners' right, title and interest in and to the Purchased Assets (as defined in the Approval and Vesting Order), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to Century of a certificate confirming: (i) the payment by Century of the Purchase Price for the Purchased Assets; and (ii) the Transaction (as defined in the Approval and Vesting Order) has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order.

THE MONITOR HEREBY CERTIFIES the following:

1. Century has paid and the Petitioners have received the Purchase Price for the Purchased Assets pursuant to the Auction Agreement; and
2. The Transaction is complete to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at _____ [TIME] on _____,
2019

FTI CONSULTING (CANADA) INC.,
in its capacity as the Monitor of the Petitioners,
and not in its personal capacity:

Per:

Name:

Title:

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE BUSINESS CORPORATIONS ACT,
S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGOLD DRILLING CORP., CROS-MAN DIRECT
UNDERGROUND LTD., EGD SERVICES LTD., BERTRAM DRILLING
CORP., AND OMNITERRA INTERNATIONAL DRILLING INC.

PETITIONERS

ORDER MADE AFTER APPLICATION
(APPROVAL AND VESTING ORDER)

BORDEN LADNER GERVAIS LLP
1200 Waterfront Centre
200 Burrard Street
P.O. Box 48600
Vancouver, BC V7X 1T2
Telephone: (604) 632-3544
Attn: Lisa Hiebert
Email: lhiebert@blg.com
File: 035456.000004

Schedule "D"

FORM OF SALES PROCESS APPROVAL ORDER

Please see attached.

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGOLD DRILLING CORP., CROS-MAN DIRECT
UNDERGROUND LTD., EGD SERVICES LTD., BERTRAM DRILLING CORP., AND
OMNITERRA INTERNATIONAL DRILLING INC.

PETITIONERS

ORDER MADE AFTER APPLICATION

(SALE SOLICITATION PROCESS)

BEFORE THE HONOURABLE

)

September ____, 2019

)

)

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the ____ day of September, 2019; AND ON HEARING Lisa Hiebert, counsel for the Petitioners and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "CCAA"), the British Columbia Supreme Court Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the notice of application for this Order is hereby abridged and deemed good and sufficient such that this application is properly returnable today.
2. Capitalized terms used in this Order and not otherwise defined have the meaning set out in the Initial Order made September 13, 2019.
3. The sale solicitation process in substantially the form attached as **Schedule "B"** (the "SSP"), is hereby approved and the Petitioners, the CRO, the Financial Advisor and the Monitor are

authorized and directed to carry out the SSP in accordance with its terms and this Order and are hereby authorized and directed to take such steps as they consider necessary or desirable in carrying out each of their obligations thereunder.

4. The Petitioners, the CRO, the Financial Advisor, and the Monitor may, from time to time, apply to this Court for advice and directions in the discharge of their powers and duties under the SSP.
5. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Monitor 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 and to provide such assistance to the Petitioners, the CRO and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Petitioners, the CRO or the Monitor and its agents in carrying out the terms of this Order.
6. The Petitioners, the CRO and the Monitor are each at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order.
7. Endorsement of this Order by counsel appearing on this application, except for counsel to the Petitioners, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Lisa Hiebert

Party Lawyer for the Petitioners

BY THE COURT

REGISTRAR

Schedule "A"

List of Counsel

Name of Counsel	Party Represented
Lisa Hiebert Ryan Laity	The Petitioners, Energold Drilling Corp. et al
Mary Buttery	The proposed Monitor, FTI Consulting Canada Inc.
Chris Ramsay	The proposed interim financing lender, Energold DIP Lender, LLC and Extract Capital LLC as the administrative agent for secured noteholders

Schedule "B"

SALE SOLICITATION PROCESS

Please see attached.

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGOLD DRILLING CORP., CROS-MAN DIRECT
UNDERGROUND LTD., EGD SERVICES LTD., BERTRAM DRILLING
CORP., AND OMNITERRA INTERNATIONAL DRILLING INC.

PETITIONERS

ORDER MADE AFTER APPLICATION
(SALE SOLICITATION PROCESS)

BORDEN LADNER GERVAIS LLP
1200 Waterfront Centre
200 Burrard Street
P.O. Box 48600
Vancouver, BC V7X 1T2
Telephone: (604) 632-3544
Attn: Lisa Hiebert
Email: lhiebert@blg.com
File: 035456.000004

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGOLD DRILLING CORP., CROS-MAN DIRECT
UNDERGROUND LTD., EGD SERVICES LTD., BERTRAM DRILLING
CORP., AND OMNITERRA INTERNATIONAL DRILLING INC.

PETITION TO THE COURT

BORDEN LADNER GERVAIS LLP
1200 Waterfront Centre
200 Burrard Street
P.O. Box 48600
Vancouver, BC V7X 1T2
Telephone: (604) 632-3544
Attn: Lisa Hiebert
Email: lhiebert@blg.com
File: 035456/000004