

COURT FILE NUMBER 1801-05326
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY
 APPLICANT ATB FINANCIAL
 RESPONDENTS GEMINI CORPORATION AND GEMEC SERVICES INC.

DOCUMENT **FIRST REPORT OF FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF GEMINI CORPORATION AND GEMEC SERVICES LTD.**

September 11, 2018

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

RECEIVER
 FTI Consulting Canada Inc.
 Suite 1610, 520 Fifth Avenue S.W.
 Calgary, AB T2P 3R7
 Deryck Helkaa / Dustin Olver
 Telephone: (403) 454-6031 / (403) 454-6032
 Fax: (403) 232-6116
 E-mail: deryck.helkaa@fticonsulting.com
dustin.olver@fticonsulting.com

COUNSEL
 Fasken Martineau DuMoulin LLP
 Suite 3400, 350 Seventh Avenue S.W.
 Calgary, AB T2P 3N9
 Travis Lysak
 John Grieve
 Mihai Tomos
 Telephone: (403) 261-5501 / (587) 233-4107
 Fax: (403) 261-5351
 Email: tlysak@fasken.com
jgrieve@fasken.com
mtomos@fasken.com

INTRODUCTION

1. On April 19, 2018 (the “**Date of Appointment**”), FTI Consulting Canada Inc. was appointed as receiver and manager (the “**Receiver**”) of all the assets, undertakings and properties (the “**Property**” or “**Business**”) of Gemini Corporation (“**Gemini**”) and Gemec Services Ltd. (“**Gemec**” and collectively with Gemini, the “**Debtors**” or the “**Company**”) pursuant to an Order of the Honourable Justice Romaine (the “**Receivership Order**”) pronounced in the Court of Queen’s Bench of Alberta Court File Number 1801-05326 (the “**Receivership Proceedings**”).
2. The Receivership Order authorized the Receiver, among other things, to manage, operate and carry on the Business of the Company, to market any or all of the Property including advertising and soliciting offers to purchase the Property, and to make such arrangements or agreements as deemed necessary by the Receiver. Any sale of the Property in excess of a value of \$1,000,000 was subject to further approval of the Court in the Receivership Proceedings.
3. The Receiver’s reports and other publicly available information filed in connection with the Receivership Proceedings are posted on the Receiver’s website at <http://cfcanada.fticonsulting.com/Gemini> (the “**Receiver’s Website**”).
4. The purpose of this report (“**First Report**”) is to provide this Honourable Court with:
 - (a) A summary of the activities of the Receiver since the Date of Appointment, including its receipts and disbursements from the Date of Appointment to August 31, 2018; and

- (b) The Receiver's summary and recommendations with respect to the proposed sale (the "**Proposed Sale**") of the Debtors' fabrication business and other miscellaneous assets. The Receiver and 2129156 Alberta Ltd. ("**212 AB**") have executed a definitive purchase and sale agreement (the "**212 PSA**") in connection with the Proposed Sale as further described below.
5. The Receiver is requesting the following relief from this Honourable Court:
- (a) approval of the activities of the Receiver since the Date of Appointment, including its receipts and disbursements;
 - (b) an order (the "**Approval and Vesting Order**") in respect of the proposed 212 PSA; and
 - (c) a Sealing Order in respect of the Confidential Supplement to the First Report (the "**Confidential Supplement**").

TERMS OF REFERENCE

6. In preparing this First Report, the Receiver has relied upon audited and unaudited financial information, other information available to the Receiver and, where appropriate, the Company's books and records and discussions with various parties (collectively, the "**Information**").
7. Except as described in this First Report:
- (a) The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook; and

- (b) The Receiver has not examined or reviewed financial forecasts and projections referred to in this First Report in a manner that would comply with the procedures described in the Canadian Institute of Chartered Accountants Handbook.
8. Future oriented financial information reported or relied on in preparing this First Report is based on assumptions regarding future events. Actual results may vary from forecasts and such variations may be material.
9. The Receiver has prepared this First Report in connection with the Receiver's Application on September 17, 2018. This First Report should not be relied on for other purposes.
10. Information and advice described in this First Report that has been provided to the Receiver by its legal counsel, Fasken Martineau DuMoulin LLP (the "**Receiver's Counsel**"), was provided to assist the Receiver in considering its course of action, is not intended as legal or other advice to, and may not be relied upon by, any other person.
11. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

BACKGROUND

Corporate Structure and Assets

12. The Debtors are related parties and carry on business in various fields within the oilfield service industry in Western Canada. A summary of the operating activities and assets held by each of the Debtors are described below.

13. Gemini was a public company incorporated in Alberta with shares that traded on the TSX Venture Exchange under the symbol “GKX”. Gemini provides fabrication, construction, maintenance and environmental / regulatory support to customers in the upstream and midstream oil and gas industry. Gemini operates in Western Canada with corporate headquarters in Calgary, Alberta with offices and leased facilities located in: Ponoka (Alberta), Fort Saskatchewan (Alberta) and Fort St. John, British Columbia.
14. Gemec is a wholly owned subsidiary that employs certain of the Debtors’ hourly field and construction employees. At the Date of Appointment, the only operations relating to Gemec was the employment of certain hourly employees and administering a corporate bank account held solely for the purposes of funding payroll. Gemec does not have any assets.

Business Segments

15. At the Date of Appointment Gemini, operated four business segments as described below.

Fabrication Division

16. The “**Fabrication Division**” fabricates well pad modules, equipment modules, pipe racks and other packages for various applications mainly servicing the oil and gas sector. The Fabrication Division is the largest division of Gemini operated out of a leased facility in Ponoka, Alberta. On the date of Appointment, the Fabrication Division had approximately two-hundred and forty-three (243) employees.

17. The Fabrication Division's assets include:
- (a) various vehicles, trailers, equipment and tools used in connection with and in support of fabrication projects ("**Fabrication Assets**"). The Receiver has commissioned and received an Appraisal on the Fabrication Assets which is further set out in the Confidential Supplemental to the First Report;
 - (b) accounts receivables; and
 - (c) a backlog of work for current customers.

Field Solutions Division

18. The "**Field Solutions Division**" provides onsite installation and maintenance services to oil and gas facilities. The Field Solutions Division operated out of:
- (a) a leased office in Sherwood Park, Alberta;
 - (b) a leased office in Fort Saskatchewan, Alberta;
 - (c) and a leased shop in Fort Saskatchewan (the "**Fort Sask Shop**").
19. At the Date of Appointment, the Field Solutions Division had approximately twenty-nine (29) employees.
20. The main assets of the Field Solutions Division were:
- (a) various small tools, pumps and generators used for oil and gas facility field installation and maintenance, with an aggregate value of approximately \$100,000 ("**Field Assets**"); and
 - (b) a 2013 Python CNC Robotic Plasma machine ("**Python**").

Engineering Solutions Division

21. The “**Engineering Solutions Division**” employed engineers and technical staff who provided multi-discipline engineering, procurement and project management generally to the oil and gas sector and operated out of Gemini’s leased head office in Calgary, Alberta. The Engineering Solutions Division had no materials assets other than an ongoing project and related accounts receivables owing from Inter Pipeline Ltd. (“**IPL**”), as further described below. At the Date of Appointment, the Engineering Solutions Division had approximately thirty-one (31) employees and contractors.

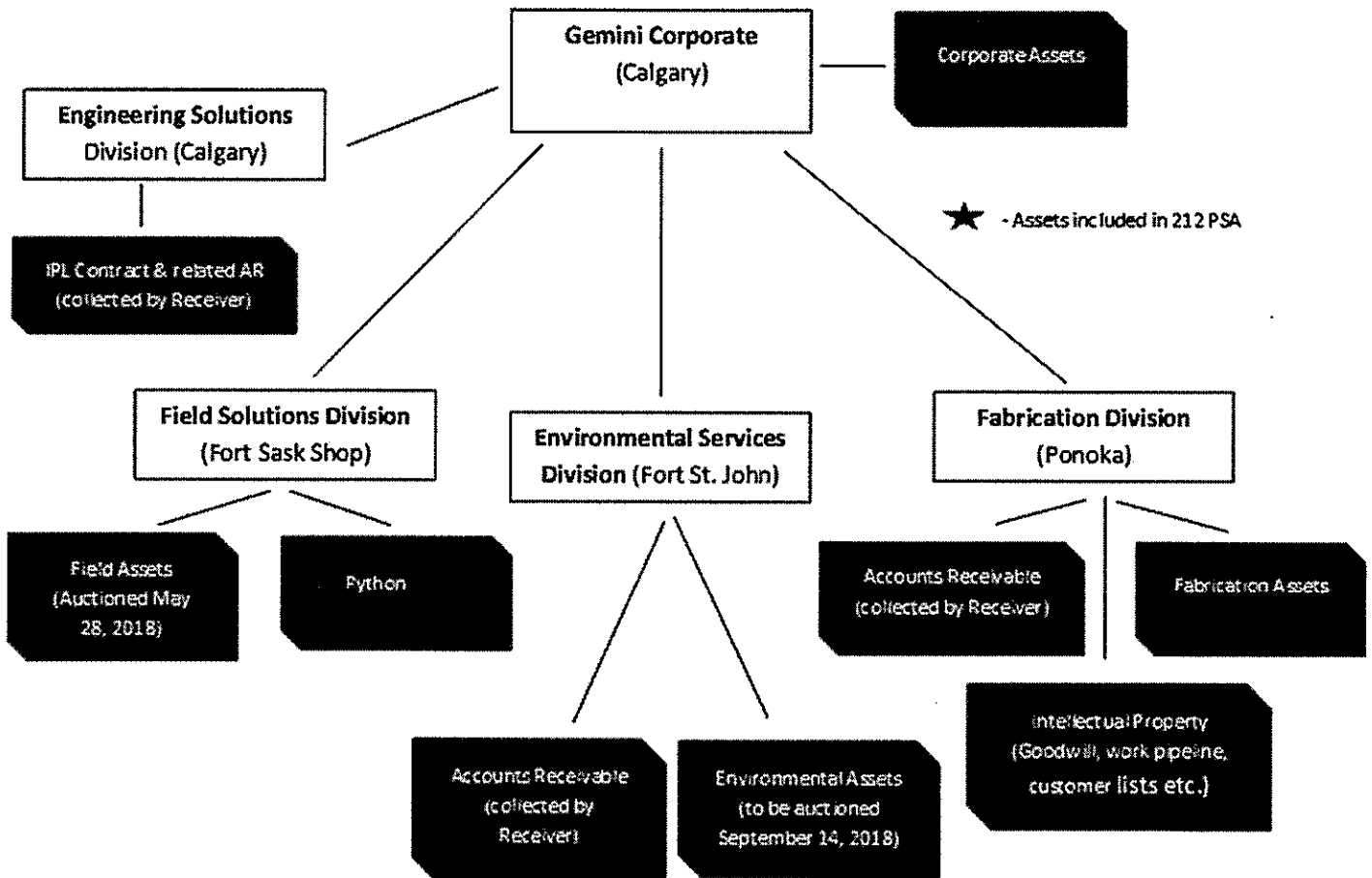
Environmental Services Division

22. The “**Environmental Services Division**” provided environmental and regulatory advisory services to clients in a variety of industries predominantly in the energy industry in Western Canada and operated out of a leased facility in Fort St. John, British Columbia. At the Date of Appointment, the Environmental Services Division had approximately fourteen (14) contractors and employees
23. The Environmental Services Divisions’ assets include;
 - (a) various trucks, trailers, all-terrain vehicles, equipment and tools (the “**Environmental Assets**”), valued at approximately \$150,000; and
 - (b) nominal accounts receivable and ongoing work.

Corporate

24. The “**Corporate Division**” was a cost centre which completed the accounting, billings, payroll, treasury, regulatory, human resources and business development for the Debtors. The only assets of the Corporate division are office furniture and computer equipment (the “**Corporate Assets**”) with nominal value.

25. The figure below provides a visual representation of the various divisions, assets held in the divisions and a summary of the recovery on those assets by the Receiver (ie. included in the 212 PSA, sold at auction, collected by Receiver, etc.).



Liabilities

26. On or around the Date of Appointment the Debtors' books and records indicated approximately \$5.7 million owing to trade and other creditors. ATB Financial (the "**Secured Creditor**") is the primary secured creditor in these Receivership Proceedings and was owed approximately \$12.9 million pursuant to the terms of a loan facility (the "**ATB Secured Loan**") dated May 25, 2017 and amended December 19, 2017. The ATB Secured Loan is secured by a General Security Agreement dated May 25, 2017 and a Securities Pledge Agreement dated May 25, 2017 (the "**ATB Security**").
27. The Receiver has received an opinion from the Receiver's Counsel opining that the ATB Security is, subject to the usual assumptions, validly authorized, executed, issued and registered. Based on the results of the Marketing Process, as defined and described later in this First Report and the Receiver's preliminary recovery analysis of the estates remaining assets, the Receiver does not anticipate recoveries sufficient to repay the ATB Secured Loan in full. Accordingly, it is the Receiver's view that the Secured Creditor is the fulcrum creditor in these receivership proceedings.

RECEIVER'S ACTIVITIES

Custody and Control

28. On the Date of Appointment, the Receiver attended the Company's leased premises at Suite 400, 839 Fifth Avenue S.W., Calgary, Alberta to:
 - (a) meet with the Company's corporate employees and the employees of the Engineering Solutions Division;
 - (b) advise the Company that the Receivership Order had been granted; and

- (c) to take possession of the Company's Property in accordance with the terms of the Receivership Order.
29. With respect to Gemini's various divisions, the Receiver completed the following:
- (a) the Receiver attended the Fabrication Division in Ponoka immediately following its appointment. A series of 'townhall' meetings were held with the onsite senior management and all employees and the Receiver explained its intended course of action to complete current work in progress and attempt to sell the Fabrication Division on an expedited manner;
 - (b) the Receiver arranged a conference call with the senior management and employees of each of the Environmental Services Division and the Field Solutions Services to advise of the receivership proceedings. The Receiver immediate shut down the Field Solutions Division due to the lack of any on-going work. The Receiver advised the Environmental Services Division of the Receiver's intended course of action to complete current projects and attempt to sell the operations on an expedited basis.
30. The Receiver's overall intent was to continue the Debtors' operations in the interim to complete several on-going jobs, retrieve the Debtors' assets and facilitate an orderly sale of the Property or Business in order to maximize the return for all of the Company's stakeholders.

Meeting with Customers

31. The Receiver also arranged for meetings with all the major customers of Gemini who current had on-going projects with Gemini. These major customers included:
- (a) Canadian Natural Resources Limited ("CNRL");
 - (b) Husky Energy Inc. ("**Husky**"); and

- (c) IPL.
32. The purpose of these meetings with the customers was to:
- (a) discuss the alternatives for the Receiver to complete the ongoing work;
 - (b) the terms and financial condition that would be required to complete the work in progress; and
 - (c) determine if the customers were willing to work with the Receiver in order to facilitate the completion of the ongoing work.
33. The Receiver notes that the meetings with the various customers were extremely positive which allowed the Receiver to continue with its efforts to complete the ongoing work and attempt to sell the Business as a going concern rather than an immediate liquidation of all assets and a termination of most employees.

Leased Premises

34. At the Date of Appointment, Gemini had leased premises in Calgary, Ponoka, Fort Saskatchewan (shop and office) and Sherwood Park, Alberta and Fort St. John, British Columbia.
35. Subsequent to the Date of Appointment, the Receiver gave notice of its intention to disclaim Gemini's interest in its leased premises in Sherwood Park and Fort Saskatchewan (office) given there were substantially no operations at these locations.
36. The Receiver maintained Gemini's leased premises in Ponoka, Fort Saskatchewan (shop), Alberta and Fort St. John, British Columbia on a month to month basis to allow for an orderly realization of the related assets.

37. Gemini had a significant amount of surplus office space at its head office in Calgary due to the ongoing downsizing of Gemini that occurred prior to the receivership. The surplus office space was further increased due to the additional downsizing of the Corporate Division and winddown of the Engineering Solutions Division. Gemini had various sub-leases in place with respect to the surplus office space at its Calgary office. The Receiver negotiated with the Calgary landlord to facilitate the following:

- (a) arrange for the sub-leases to be transferred to the landlord;
- (b) disclaim the lease between the landlord and Gemini with respect to the Calgary office; and
- (c) negotiate a revised month to month lease between the Receiver and landlord for the space the Receiver required going-forward.

Cash management

38. On the Date of Appointment, in accordance with the Receivership Order, the Receiver froze the Debtors' bank accounts (maintained for deposit only). The Receiver set up its own banking facility and arranged for an initial draw of \$1.0 million under the Receiver's Borrowing Charge (subsequently repaid).

Statutory Notices

39. On April 29, 2018, the Receiver mailed the notice and statement of receiver in accordance with subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* to the Superintendent of Bankruptcy and to all known creditors of the Debtors.

40. The Receiver notified Canada Revenue Agency (“CRA”) of the Receiver’s appointment and established new remittance accounts for the goods and sales tax and employee payroll deduction obligations arising subsequent to the Date of Appointment.

Website and Receiver Contacts

41. The Receiver established a website at <http://cfcanada.fticonsulting.com/Gemini>, where the Receiver will post periodic updates on the progress of the Receivership Proceedings, along with all publicly available information filed in connection with these Receivership Proceedings. The Receiver posted its Calgary office contact information including its phone number, fax number and e-mail address, for creditors, employees, interested parties and other stakeholders to contact the Receiver.

Insurance

42. The Receiver contacted the Company’s insurance provider to amend the Company’s existing insurance policies to reflect the Receiver’s interest in the Property, to review the adequacy of the insurance and to discuss the status of the insurance coverage.
43. The Debtors’ insurance policies were set to expire on July 1, 2018. The Receiver contacted the insurance provider to extend the coverage, however the Receiver was advised that the current providers were not willing to extend the coverage due to the Receivership Proceedings.
44. The Receiver has since replaced the Debtors’ existing insurance policies with the same or similar coverage through Gallagher Energy Risk Services. The currently policy is set to expire on October 1, 2018.

SUMMARY OF RECEIPTS AND DISBURSEMENTS

45. A summary of receipts and disbursements from the Date of Appointment to August 31, 2018 is provided below:

Schedule of Receipts and Disbursements	
As at August 31, 2018	
Receipts	
Accounts receivable collections	14,668,824
Receiver's Borrowings	1,000,000
GST / PST collected	669,282
GST refund(s)	237,370
Sale of assets	118,028
Other receipts / refunds	89,661
Total - Receipts	16,783,165
Disbursements	
Payroll and employee related obligations	5,668,017
Operating expenses	4,937,697
Repayment of Receiver's Borrowings	1,000,000
Occupation rent and utilities	643,796
GST / PST paid	480,874
Receiver's fees and expenses	334,044
Insurance	166,824
Receiver's Counsel fees and disbursements	123,815
Selling Agent fees	75,000
Lease buyout(s)	47,824
Receiver's Certificate interest	15,518
Other miscellaneous expenses	6,522
Total - Disbursements	13,499,930
Net Cash on Hand	3,283,235

- (a) Accounts receivable collections – amounts collected from customers related to work completed prior to receivership proceedings and the Ongoing Projects;

- (b) Receiver's Borrowings – amounts borrowed in accordance with the terms of the receivership Order to provide sufficient working capital to fund the completion of the Ongoing Projects;
- (c) GST / PST collected – amounts collected in connection with accounts receivable collections and asset sales;
- (d) Sale of assets – amounts collected in connection the auction completed by Miterra at public auction on May 28, 2018 and other miscellaneous asset sales (all transactions have been below the \$100,000 threshold in accordance with paragraph 3(1)(i) of the Receivership Order);
- (e) Other receipts / refunds – miscellaneous receipts and refunds;
- (f) Payroll and employee related obligations – costs relating to employee and contractor wages, payroll remittances, benefits and payroll service charges;
- (g) Operating expenses – operating costs incurred relating to completing Ongoing Projects;
- (h) Repayment of Receiver's Borrowings – repayment of amounts borrowed in accordance with the terms of the receivership Order;
- (i) GST/PST paid – relates to goods and services tax remittances;
- (j) Receiver's fees and expenses – fees and expenses paid to the Receiver in connection with the administration of the Receivership Proceedings to date;
- (k) Insurance – costs incurred relating to insurance on the Property;

- (l) Receiver's Counsel Fees and disbursements – fees and disbursements paid to the Receiver's Counsel in connection with the administration of the Receivership Proceedings to date;
- (m) Selling Agent fees – work fee paid to ATB M&A in connection with the Marketing Process;
- (n) Lease buyout(s) – amounts paid by the Receiver to purchase equipment with equity in the lease at the end of its term;
- (o) Receiver's Certificate interest – amounts paid by the Receiver in respect of accrued interest on the amounts borrowed under the terms of the Receiver's Certificate; and
- (p) Bank & interest charges – amounts paid by the Receiver for online banking fees and wire fees.

46. As at August 31, 2018 the Receiver held \$3.3 million in cash on hand.

STRATEGY/OPERATIONS BY BUSINESS SEGMENT

Fabrication Division

- 47. At the Date of Appointment, the Fabrication division had two ongoing projects (the “**Ongoing Projects**”) with Husky and CNRL.
- 48. The Receiver reviewed the terms of the contracts, the status of the Ongoing Projects and the ability to continue to perform the Ongoing Projects within the Receivership Proceedings. After reviewing, the Receiver determined that it was in the best interest of the estate to complete the Ongoing Projects for the following reasons:

- (a) the Ongoing Projects had accrued significant accounts receivable for past work, completing the contracts would increase the Receiver's ability to collect the accounts receivable accrued prior to the Date of Appointment and minimize potential set-offs;
 - (b) the completion of the Ongoing Projects provided additional net profit to the estate; and
 - (c) completing the Ongoing Projects would maintain the existing work force, customers and back log of work which would allow the Receiver the time and ability to market the Fabrication Division and solicit offers as a going concern business rather than a liquidation of assets.
49. As discussed above, within the first week of the Receivership Proceedings the Receiver met with Husky and CNRL to advise of its intention to complete the Ongoing Projects. Both Husky and CNRL were supportive of the Receiver completing the Ongoing Projects. Additionally, the Secured Creditor was also supportive of the Receiver completing the Ongoing Projects.
50. The Fabrication Division and its assets are the main assets that are being sold in the Proposed Sale to 212 AB.

Field Solutions Division

51. At the Date of Appointment, the Field Solutions Division had no material ongoing work. Given the limited scope of the operations, the Receiver determined the Field Solutions Division should be wound down and the Receiver should liquidate the Field Assets and exit the leased premises. Accordingly, the Receiver vacated the Sherwood Park and Fort Saskatchewan office leases and terminated all staff with the exception of one hourly staff to assist with liquidating the Field Assets.

52. The Receiver maintained the Fort Sask Shop to hold a public auction for the Field Assets and store the Python pending future sale. The Python contemplated to be included as part of the purchased assets in the Proposed Sale.
53. On May 28, 2018, the Receiver held a public auction¹ completed by Mirterra Corp. (“**Miterra**”). The auction generated net proceeds of \$113,968.10.

Engineering Solutions Division

54. At the Date of Appointment, the Engineering Solutions Division had one large ongoing contract (the “**IPL Contract**”) for IPL. The IPL Contract had significant accounts receivable that had accrued for work completed prior to the Date of Appointment. The Receiver reviewed the IPL Contract and noted that because it was a long term multi-phase contract it would not be practical for the Receiver to complete the entire contract. The Receiver, in consultation with the Company, determined that there may be a natural point to transition the project back to IPL or to a third party.
55. Accordingly, the Receiver met with IPL, who advised that they wished to have the Receiver complete the project to a certain milestone and then assist in transitioning the work back to IPL. The Receiver agreed to complete the project to the specified milestone and transition the work back to IPL under the condition that all accrued accounts receivable be paid in addition to all time spent completing and transitioning the project back to IPL (the “**IPL Transition Services Agreement**”).
56. In accordance with the IPL Transition Services Agreement, the Receiver completed the transition back to IPL on May 16, 2018. At this date all staff who worked in the Engineering Solutions Division were terminated given the lack of work.

¹ The public auction excluded the Python, which has a liquidation value that is in excess of \$100,000

57. The Receiver has collected substantially all of the amounts owing pursuant to the IPL Transition Services Agreement with the exception of a nominal holdback for potential lien claims which the Receiver anticipates will be collected in due course.

Environmental Services Division

58. The Environmental Services Division provided environmental and regulatory advisory services to clients in a variety of industries predominantly in the energy industry in Western Canada and is operated out of a leased facility in Fort St. John, British Columbia.
59. The Environmental Services Divisions' assets include various trucks, trailers, all-terrain vehicles, equipment (the "**Environmental Assets**"), valued at approximately \$150,000, as well as some minor accounts receivable and ongoing work. The Receiver attempted to sell the Environmental Services Division as a going concern and included it in the sales process, as defined and discussed in further detail below.
60. However, there was a general lack of interest in the Environmental Services Division and no transaction was consummated. Accordingly, on August 15, 2018 the Receiver shut-down the Environmental Services Division. The Receiver intends to liquidate the Environmental Assets by way of public auction to be conducted by Mirterra on September 14, 2018.
61. The Receiver anticipates the proceeds from each of the individual transactions will be below the \$100,000 threshold in accordance with paragraph 3(l)(i) of the Receivership Order, with the total anticipated value to be less than \$150,000.

Accounts Receivable

62. Since the Date of Appointment, the Receiver has made significant efforts to collect outstanding accounts receivable owing to the Debtors. The Receiver has also continued the Ongoing Projects, the IPL Contract and various other minor projects. These projects have generated additional accounts receivables.
63. The Receiver recognizes the significant support and efforts of the following groups that allowed the Receiver to continue with certain operations and attempt to complete a transaction on a going concern basis as opposed to an immediate shut-down and liquidation:
- (a) the senior management and employees at Gemini's various divisions who have continued to support the completion of the ongoing projects/work in progress while the sale process was completed;
 - (b) the Secured Creditor for providing interim funding (and use of collateral) to continue the operations; and
 - (c) The various customers (including CNRL, Husky and IPL) who have supported the ongoing efforts to complete the work in progress (including continual payment of outstanding receivables, etc.).
64. Since the Date of Appointment, the Receiver, with the assistance of the remaining employees, has collected approximately 14.7 million in accounts receivable. The Receiver continues collection efforts in connection with the remaining outstanding accounts receivable of \$2.3 million as at August 31, 2018 in addition to billing additional work in progress for the Ongoing Projects.

MARKETING PROCESS AND OFFERS TO PURCHASE

65. The Receiver, in consultation the Secured Creditor, determined that a selling agent should be retained to market the Property to maximize the return for the stakeholders. As set out above, the Receiver's analysis indicated a significant upside if certain of Gemini's operations could be sold on a going concern basis as opposed to a liquidation. A going concern sale would provide incremental recovery and would also preserve employment.
66. On April 23, 2018, the Receiver engaged ATB Treasury Branches' M&A Advisory Services (the "**Selling Agent**") with a mandate to sell all or parts of the Fabrication Division, the Environmental Services Division and other remaining assets. The Selling Agent was selected based the following:
- (a) general industry knowledge and experience;
 - (b) familiarity with the Business as the Selling Agent had previously been engaged by Gemini and completed a process to sell certain divisions;
 - (c) its proposed timeline for the marketing process (the "**Marketing Process**"); and
 - (d) it's fee structure.
67. The Receiver recognized that the Selling Agent was related to the Secured Creditor but considered that potential of conflict was outweighed by the positive attributes recited above and the fact that the Selling Agent had a complete commonality of interest with the Receiver and the Secured Creditor to find the highest and best price so that the Secured Creditor would not have a shortfall. The Receiver is satisfied that the highest and best price is being obtained and is fully supportive of efforts and professionalism of the Selling Agent during these proceedings.

68. A summary of the Selling Agent's Marketing Process is summarized as follows:
- (a) the Selling Agent prepared a teaser that was distributed to seventy (70) parties on April 26, 2018 which had previously expressed interest in the Debtors' Business as well as potential strategic buyers. Determination of the other potential strategic buyers was done in concert with the Receiver and the Receiver believes that all realistic potential purchasers were made aware of the Marketing Process;
 - (b) throughout the Marketing Process, twenty-nine (29) parties signed a confidentiality agreement ("CA");
 - (c) the Selling Agent, with the assistance of the Receiver, prepared a confidential information memorandum (the "CIM") which was distributed to parties that signed a CA;
 - (d) targeted phone calls to industry contacts were made throughout the Marketing Process;
 - (e) a bid deadline of May 24, 2018 was established for offers to be submitted in the form of non-binding letters of intent; and
 - (f) sixteen (16) parties requested a management presentation and/or a tour of the fabrication facility in Ponoka.
69. The CIM summarized the assets and opportunities relating to the Fabrication Division and the Environmental Division (along with the Python). At that time, the Receiver had shut-down the Field Solutions Division and was in the process of winding down the Engineering Solutions Division upon completion of the IPL Transition Services Agreement.

70. On May 24, 2018, the Selling Agent received a total six (6) non-binding offers (the “**Non-Binding Offers**”) for all or a portion of the Debtors’ Business. A summary of the Non-Binding Offers is included in the Confidential Supplement Report to the First Report.
71. The Receiver, the Receiver’s Counsel and the Selling Agent reviewed the Non-Binding Offers with consideration to the following:
- (a) Overall purchase price;
 - (b) Assets being purchased;
 - (c) treatment of current employees;
 - (d) Statutory, regulatory or internal approvals required, if any;
 - (e) Key dates, including the proposed effective date and the closing date of the transaction;
 - (f) Closing risk, including any remaining due diligence or financing conditions, if any; and
 - (g) Whether the bid was submitted with a deposit and terms upon which the deposit was provided.
72. In consultation with the Selling Agent, the Receiver concluded that the offer submitted by 212 AB was the most appropriate and reasonable in the circumstances and provided the highest and best overall recovery in the circumstances. The 212 PSA included the majority of the Debtors’ assets including the Python and the Fabrication Assets. Additionally, the 212 PSA contemplates the continuation of the Fabrication Divisions operations and would allow for the continuation of employment for the majority of the employees.

73. Certain offers were received for the Environmental Services Division, however, ultimately a transaction could not be completed that provided recoveries above the liquidation value of the Environmental Assets. Accordingly, the Receiver discontinued the operations of the Environmental Services Division and has arranged for an on-site auction of the assets to be completed September 14, 2018.

PROPOSED SALE TO 212 AB

74. The Receiver is seeking approval from this Honourable Court to complete the 212 PSA. A redacted copy of the 212 PSA is attached hereto as Appendix A and an unredacted copy is attached as Appendix A to the Confidential Supplement. A summary of key terms of the 212 PSA are as follows:

- (a) the purchased assets (collectively “**Purchased Assets**”) include;
- i. the Fabrication Assets;
 - ii. the Python;
 - iii. certain of the Corporate Assets; and
 - iv. intangible assets associated with the Fabrication Division including the back log of work, safety/operational procedures, customer lists, historical design data and goodwill.
- (b) Purchase Price – the Receiver is of the view that the Purchase Price is commercially sensitive information and that disclosing the Purchase Price publicly prior to the closing of the transaction set out in the 212 PSA could cause significant financial harm to a future sales process in the event the Proposed Sale does not close. Accordingly, the Receiver has disclosed the purchase price in the Confidential Supplemental to the First Report and seeks to seal that report until the sale is approved and ultimately closes;

- (c) closing date and effective date of October 1, 2018;
- (d) the 212 PSA also includes a transitional services agreement (the “TSA”) whereby the Receiver will provide certain services to assist in the transition of the operations to the purchaser. The Receiver will be reimbursed direct costs it incurs in providing the services under the TSA (including retention of current Gemini employees);
- (e) the 212 PSA is subject to the following conditions precedent (collectively, the “**Purchaser Conditions**”):
 - i. this Honourable Court approving the 212 PSA and granting the Approval and Vesting Order;
 - ii. prior to Court approval, the purchaser shall have either been assigned or entered into a new services agreement with Husky in connection with certain of the Ongoing Projects; and
 - iii. prior to Court approval the purchaser signing a revised lease agreement with the landlord of the leased premise in Ponoka;
- (f) the purchaser has paid a deposit of 10% of the purchase price, which is refundable only if Court approval cannot be obtained or in the event the Purchaser Conditions are not waived prior to Court approval.

THE RECEIVER’S ANALYSIS OF THE PROPOSED SALE

75. The Receiver has concluded that the 212 PSA represents the best value and overall outcome that could reasonably be obtained for the Purchased Assets in the present circumstances based on following:

- (a) it is the Receiver's view that the Purchased Assets have been adequately exposed to the market through the Marketing Process completed by the Selling Agent. Furthermore, the Selling Agent has significant expertise and experience in selling oil and gas services businesses and the timelines of the Marketing Process were appropriate and consistent with prior receivership sales of this nature;
- (b) the Marketing Process created competing interest in the assets and operations of the Company as supported by the number of bids received;
- (c) the Purchase Price is significantly greater than the liquidation value of the Purchased Assets (as set out in the Confidential Supplement);
- (d) the purchaser is an unrelated third party;
- (e) the Receiver understands that it is the purchaser's intention to hire the majority of the current Fabrication Division workforce and continue the operations; and
- (f) the Secured Creditor in these receivership proceedings and supports the Receiver closing the 212 PSA.

NEXT STEPS

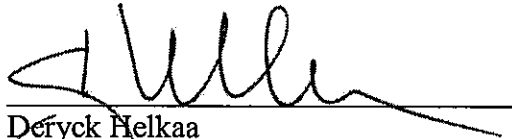
76. Should this Honourable Court approve the 212 PSA, the remaining steps in the administration of the Receivership Proceedings would include:
- (a) completing and closing the 212 PSA;
 - (b) collecting the remaining accounts receivable, including those that accrue up to the date of the scheduled closing of the 212 PSA;
 - (c) completing the transitional services under the TSA;
 - (d) completing its review of any priority claims and reporting to this Honourable Court in respect of any potential distributions from the estate's recoveries including the proceeds from the completion of the 212 PSA; and
 - (e) completing the remaining administrative tasks in connection with the administration of the Receivership Proceedings.

RECEIVER'S RECOMMENDATIONS

77. The Receiver respectfully requests that this Honourable Court grant the following relief:
- (a) approving the Receiver's activities to date, including its receipts and disbursements;
 - (b) a sale approval and vesting order in respect of the 212 PSA; and
 - (c) a sealing Order in respect of the Confidential Supplement.

All of which is respectfully submitted this 11th day September 2018.

FTI Consulting Canada Inc.,
in its capacity as receiver of Gemini
Corporation and Gemec Services Ltd.



Deryck Helkaa
Senior Managing Director



Dustin Olver
Managing Director

APPENDIX A

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the 10th day of September, 2018.

BETWEEN:

GEMINI CORPORATION, and **GEMEC SERVICES LTD.**, (collectively, the “**Debtors**”) by and through their receiver and manager, **FTI CONSULTING CANADA INC.**, acting solely in its capacity as the receiver and manager of the Debtors, and not in its personal or corporate capacity (hereinafter referred to as “**Vendor**”)

- and -

2129156 ALBERTA LTD., a corporation formed pursuant to the laws of Alberta (hereinafter referred to as “**Purchaser**”)

WHEREAS FTI Consulting Canada Inc. (the “**Receiver**”) was appointed as receiver and manager of the property of the Debtors pursuant to the terms of the Receivership Order (the “**Appointment Order**”) granted by the Alberta Court of Queen’s Bench (the “**Court**”) on April 19, 2018 (the “**Date of Appointment**”);

AND WHEREAS Vendor wishes to sell, and Purchaser wishes to purchase, all of the interest of Vendor in and to the Purchased Assets, subject to and in accordance with the terms and conditions hereof;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

- (a) “**Affiliate**” means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person. The term “**control**” as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership or more than fifty percent (50%) of the voting securities of such Person, by contract or otherwise;
- (b) “**Applicable Law**” means, in relation to any Person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental

Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, and includes the provisions and conditions of any permit, license or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such Person, property or circumstance;

- (c) **“Appointment Order”** has the meaning set forth in the recitals to this Agreement;
- (d) **“Approval Order”** means an order to be granted by the Court which authorizes, approves and confirms this Agreement and the sale of the Purchased Assets by Vendor to Purchaser in accordance with the terms and conditions contained herein, and vests beneficial title to the Purchased Assets in Purchaser free and clear of all Encumbrances and encumbrances, liens, security interests or claims, which order is substantially and in all material respects in the form attached hereto as Schedule “C”;
- (e) **“Assets”** means all of the assets used in the operation of the Business and which are comprised of the Intellectual Property, Tangibles and the Miscellaneous Interests, including but not limited to those assets described in Schedule “A” but for certainty does not include any of the Excluded Assets;
- (f) **“Business”** means the business related to the Assets operated by Vendor immediately prior to the Closing Date;
- (g) **“Business Day”** means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (h) **“Calgary Assets”** means the Assets located in Calgary;
- (i) **“Closing”** means the transfer of possession, beneficial ownership and risks of the Purchased Assets from Vendor to Purchaser, the exchange of the General Conveyance, Specific Conveyances, and payment of the Purchase Price by Purchaser to Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto;
- (j) **“Closing Date”** means the day that is the later of (i) five (5) Business Days after receipt of the Approval Order, and (ii) October 1, 2018, but prior to October 8, 2018, or such other time and date as may be agreed upon in writing by the Parties;
- (k) **“Closing Place”** means the office of the Receiver, or such other place as may be agreed upon in writing by the Parties;
- (l) **“Court”** has the meaning set forth in the recitals to this Agreement;
- (m) **“Date of Appointment”** has the meaning set forth in the recitals to this Agreement;

- (n) **“Debtors”** has the meaning set forth in the recitals to this Agreement;
- (o) **“Deposit Amount”** means the sum of [REDACTED]
- (p) **“Effective Date”** means the date of this Agreement as first written above;
- (q) **“Employees”** means the individuals who are employees of the Debtors exclusively in respect of Vendor, including individuals employed on a full-time or part-time basis;
- (r) **“Encumbrance”** means any lien, mortgage, charge, hypothecation, security interest, option, right of first refusal, pre-emptive right, easement, servitude, indenture, deed of trust, statutory or deemed trust, right of way, encroachment, licence or lease to third parties, security agreement or other encumbrance, restriction or limitation on the use of real or personal property, whether fixed or floating, or any irregularity or imperfection in title thereto;
- (s) **“Environment”** means the environment or natural environment as defined in any Environmental Laws and includes air, surface water, ground water, land surface, soil and subsurface strata;
- (t) **“Environmental Law(s)”** means any statute, law, regulation, order, bylaw, standard, direction, policy, interpretation, rule, code, order, guideline, permit or other requirement or decision of any Governmental Authority, or any amendment thereto, now or hereafter in legal force, relating in any way to the Environment, human health, wildlife, occupational health and safety, transportation or the control or other regulation of Hazardous Substances, including principles of common law and equity and including any permits, approvals, authorizations issued or required for the Business and any activities and operations carried on at the premises of the Business;
- (u) **“Environmental Liabilities”** means, in respect of the Assets and the Business, any and all legal obligations and Losses related to any Release, Hazardous Substance, environmental damage or contamination, including all Losses arising from or related to any surface, underground, air, ground water or surface water contamination and property damage arising from the foregoing;
- (v) **“Excluded Assets”** means all assets related to the Debtor’s environmental services division located in Fort St. John;
- (w) **“General Conveyance”** means the form of general conveyance attached hereto as Schedule “B”;
- (x) **“Governmental Authority”** means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, bureau, office, or

department, including any government-owned entity, having jurisdiction over a Party, the Assets or the Transaction;

- (y) “**GST**” means the goods and services tax payable pursuant to the GST Legislation;
- (z) “**GST Legislation**” means Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder;
- (aa) “**Hazardous Substances**” means any substance or constituent thereof, sound, vibration, ray, heat, odour, radiation, energy, which is or is deemed to be, alone or in any combination, a pollutant, contaminant, source of pollution or contamination, waste of any nature, hazardous substance, hazardous material, toxic substance, dangerous substance or dangerous good including as defined, judicially interpreted or identified in any Environmental Law;
- (bb) “**Husky MSA**” means the master services agreement dated January 31, 2017 between Husky Oil Operations Limited and Vendor, as amended;
- (cc) “**IFRS**” has the meaning set forth in Section 1.4;
- (dd) “**Intellectual Property**” means patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property that is owned or licensed by the Debtors, including without limitation the intellectual property as set forth and described in Schedule “A”;
- (ee) “**Interim Period**” means the period between the Effective Date and the Closing Date;
- (ff) “**Key Employees**” means [REDACTED]
- (gg) “**Losses**” means all losses, costs, claims, damages, expenses and liabilities which a Party suffers, sustains, pays or incurs, including reasonable legal fees on a solicitor and his own client basis but notwithstanding the foregoing shall not include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities (other than as it relates to such immediately forgoing liabilities suffered, sustained, paid or incurred by Third Parties for which a Party is liable);
- (hh) “**Miscellaneous Interests**” means:
 - (i) all contracts, agreements, benefit of warranties and other documents relating directly to the manufacture, ownership, maintenance, repair, operation or use of the Tangible Assets, or any rights in relation thereto; and

- (ii) all books, records, documents, files, reports and data, relating directly to the Tangibles and to the Business, and only excluding, (A) all books, records, documents, files, reports and data relating directly to the Excluded Assets, (B) all legal, financial, tax and accounting records of Vendor relating directly to the Excluded Assets, and (C) forecasts, economic evaluations and interpretive reports of Vendor relating directly to the Excluded Assets.
- (ii) **“Non-Completion Fee”** has the meaning set forth in Section 6.9;
- (jj) **“Officer’s Certificate”** means the form of officer’s certificate attached hereto as Schedule “D”;
- (kk) **“Parties”** means, collectively, Purchaser and Vendor, and **“Party”** means, individually, either Purchaser or Vendor, as applicable;
- (ll) **“Person”** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (mm) **“Ponoka Assets”** means those Assets located in Ponoka;
- (nn) **“Prime Rate”** means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary of ATB Financial as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate the “Prime Rate” shall correspondingly change effective on the date the change in such reference rate is effective;
- (oo) **“Purchase Price”** has the meaning specified in Section 2.4;
- (pp) **“Purchased Assets”** means the Assets and the Business;
- (qq) **“Purchaser Employees”** has the meaning specified in Section 6.6(a);
- (rr) **“Receiver”** has the meaning set forth in the recitals to this Agreement;
- (ss) **“Release(s)”** has the meaning prescribed in any Environmental Laws and includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction, of any volume, quantity or concentration, whether intentional, inadvertent or accidental;
- (tt) **“Representative”** means, with, respect to any Party, its Affiliates, and its and their respective directors, officers, servants, agents, advisors, employees and consultants;

- (uu) **“Sales Taxes”** means all transfer, sales, excise, stamp, license, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind, and includes, but is not limited to, additions by way of penalties, interest and other amounts with respect thereto, but excludes GST;
- (vv) **“Specific Conveyances”** means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required by the Purchaser or desirable to the Purchaser to convey, assign and transfer the interest of Vendor in and to the Purchased Assets to Purchaser and to novate Purchaser in the place and stead of Vendor with respect to the Purchased Assets;
- (ww) **“Tangibles”** means all buildings, structures, utilities, fixtures, furnishings, equipment, inventory, and other tangible personal property that is used in connection with the operation of the Business, including without limitation those items of tangible personal property that are set forth and described in Schedule “A”;
- (xx) **“Third Parties”** means any individual or entity other than the Receiver, Vendor, the Debtors and Purchaser, including without limitation any partnership, corporation, trust, unincorporated organization, union, government and any department and agency thereof and any heir, executor, administrator or other legal representative of an individual;
- (yy) **“Schedules”** has the meaning specified in Section 1.2;
- (zz) **“Transaction”** means the transaction for the purchase and sale of the Assets as contemplated by this Agreement; and
- (aaa) **“Transition Services Agreement”** means the transition services entered into as of the Closing Date by the Parties in the form set forth in Schedule “E”.

1.2 Schedules

The following schedules (the **“Schedules”**) are attached to and form a part of this Agreement:

Schedule “A”	-	Assets
Schedule “B”	-	General Conveyance
Schedule “C”	-	Form of Approval Order
Schedule “D”	-	Form of Officer’s Certificate
Schedule “E”	-	Form of Transition Services Agreement

Such schedules are incorporated herein by reference as though contained in the body hereof. Wherever any term or condition of such schedules conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of this Agreement shall prevail.

1.3 Interpretation

In this Agreement:

- (a) the insertion of headings is for convenience of reference only and does not affect the construction or interpretation hereof;
- (b) wherever any provision of a Schedule conflicts with any provision in the body of this Agreement, the provisions of the body of this Agreement shall prevail;
- (c) the terms “Agreement”, “hereof”, “herein”, “hereunder” and other similar expressions refer to this Agreement taken as a whole and not to any particular Article, Section or other subdivision hereof and include any agreement or instrument which amends, modifies or is supplementary to this Agreement;
- (d) words importing the singular shall include the plural and *vice versa*;
- (e) where a term is defined, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires;
- (f) any reference to (i) an agreement shall, unless the context otherwise requires, mean and refer to such agreement as modified, amended, restated or supplemented from time to time, and (ii) a statute (including any regulations) is a reference to it as re-enacted, varied, amended, modified, supplemented or replaced from time to time;
- (g) wherever the word “include” (and its derivatives) is used, such word(s) shall be deemed to be followed by the words “without limitation”;
- (h) references to dollars or to “\$” means a reference to the lawful currency of Canada; and
- (i) all references to a time of day means that time in Calgary, Alberta, unless otherwise specified.

1.4 Accounting Terms

In this Agreement, accounting terms and computations that are not defined herein shall be construed and computed in accordance with the accounting principles in effect from time to time for public enterprises in Canada, as published by the IFRS Foundation and International Accounting Standards Board from time to time (“IFRS”).

1.5 Interpretation not Affected by Party Drafting

The Parties have participated, directly and through their respective legal counsel, jointly in the negotiation, preparation and drafting of this Agreement. If, in connection with the construction or interpretation of this Agreement, any ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the Parties and no

presumption or burden of proof shall arise favouring or disfavouring a Party by virtue of the authorship of any provision of this Agreement, and any rule of construction to the effect that any such ambiguity is to be resolved against the drafting party shall not be applicable.

ARTICLE 2 PURCHASE AND SALE AND CLOSING

2.1 Purchase and Sale

Vendor, exercising the powers of sale granted pursuant to the Appointment Order and the Approval Order, hereby agrees to sell, assign, transfer, convey and set over to Purchaser or its nominee, and Purchaser or its nominee hereby agrees to purchase from Vendor, all of the right, title, estate and interest of Vendor (whether absolute or contingent, legal or beneficial) in and to the Purchased Assets, subject to and in accordance with the terms of this Agreement.

For greater certainty, the Purchaser will assume no responsibility or liability whatsoever for any known or unknown liabilities of whatsoever nature and kind in relation to the Purchased Assets, the Business and/or the Vendor, accruing or occurring before the Closing including without limitation, liabilities related to outstanding accounts payable, taxes, litigation (including any pending or potential lawsuits), Environmental Liabilities, product liability, employee claims for severance or termination pay excepting as provided in Section 6.7, contractor claims for unpaid fees or liabilities in respect of any leases.

2.2 Deposit

Purchaser has delivered, and Vendor acknowledges receipt of the Deposit Amount. If Closing occurs, the Deposit Amount shall be applied towards the Purchase Price. If Closing does not occur as a result of (i) the conditions in Section 3.2 not being satisfied or waived by the Parties (ii) the conditions in Section 3.3 not being satisfied or waived by Purchaser, or (iii) as a result of Vendor terminating the Agreement pursuant to Section 6.9, the Deposit Amount, shall be returned to Purchaser immediately and without deduction. If Closing does not occur for any other reason or circumstance, Vendor shall retain the Deposit Amount, and any interest earned thereon while held by Vendor, which amounts to (i) a genuine estimate by the Parties of the damages that Vendor will suffer for the failure of the Transaction to Close, having regard to such matters as the nature of the Purchased Assets, the amount of the Purchase Price, and the time and expense incurred by Vendor, and (ii) shall be liquidated damages and not a penalty, and which payment shall constitute Vendor's sole remedy in such instance, with no right to claim further damages or other remedies from Purchaser.

2.3 Form of Payment

All payments to be made pursuant to this Agreement shall be made in immediately available funds by bank draft, solicitor's trust check or wire transfer to an account specified by Vendor.

2.4 Purchase Price

The aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Purchased Assets shall be a payment of [REDACTED] (the "Purchase Price") plus applicable GST and/or Sales Taxes.

The Parties shall allocate the Purchase Price as follows:

Ponoka Assets	[REDACTED]
Calgary Assets	[REDACTED]
Tangibles	[REDACTED]
Intellectual Property	[REDACTED]
Total	[REDACTED]

2.5 Closing

Closing shall take place at the Closing Place on the Closing Date if there has been satisfaction or waiver of the conditions of Closing herein contained. Subject to all other provisions of this Agreement, possession, risk and beneficial ownership of Vendor's interest in and to the Purchased Assets shall pass from Vendor to Purchaser on Closing.

- (a) On the Closing Date, Vendor shall deliver to Purchaser:
- (i) the General Conveyance in the form attached as Schedule "B", duly executed by Vendor;
 - (ii) the Officer's Certificate substantially in the form attached as Schedule "D", duly executed by Vendor;
 - (iii) the Transition Services Agreement in the form attached as Schedule "E", duly executed by Vendor;
 - (iv) a receipt for the Purchase Price plus applicable GST and/or Sales Taxes;
 - (v) a certified copy of the Approval Order; and
 - (vi) such other items as may be specifically required hereunder or as reasonably required by Purchaser or its counsel.
- (b) On the Closing Date, Purchaser shall deliver to Vendor:
- (i) the General Conveyance in the form attached as Schedule "B", duly executed by Purchaser;

- (ii) the Officer's Certificate substantially in the form attached as Schedule "D", duly executed by Purchaser;
- (iii) the Transition Services Agreement in the form attached as Schedule "E", duly executed by Purchaser;
- (iv) the Purchase Price, plus applicable indemnity respecting GST and/or Sales Taxes; and
- (v) such other items as may be specifically required hereunder, or as reasonably required by Vendor or its counsel.

2.6 Specific Conveyances

The Parties shall cooperate in the preparation of the Specific Conveyances. At a reasonable time prior to Closing, Purchaser shall use reasonable efforts to prepare and provide for Vendor's review all Specific Conveyances at Purchaser's own cost and expense. The Parties shall execute such Specific Conveyances at Closing. None of the Specific Conveyances shall confer or impose upon either Party any greater right or obligation than as contemplated in this Agreement. Promptly after Closing, Purchaser shall register and/or distribute (as applicable) all such Specific Conveyances and shall bear all costs incurred therewith and in preparing and registering any further assurances required to convey the Purchased Assets to Purchaser.

2.7 Taxes

(a) GST

Each of Purchaser and Vendor is a registrant for GST purposes and will continue to be a registrant at the Closing Date in accordance with the provisions of the GST Legislation. Their respective GST registration numbers are:

Vendor 88648 3155 RT0002

Purchaser 74619 6682 RT0001

(b) Sales Taxes Generally

The Parties acknowledge that the Purchase Price is exclusive of all Sales Taxes. Purchaser shall be solely responsible for all Sales Taxes which may be imposed by any Governmental Authority and which pertain to Purchaser's acquisition of the Purchased Assets or to the registration of any Specific Conveyances necessitated hereby. Except where Vendor is required under Applicable Law to collect or pay such Sales Taxes, Purchaser shall pay such Sales Taxes directly to the appropriate Governmental Authority or other entity within the required time period and shall file all necessary documentation with respect to such Sales Taxes when due. Vendor will do and cause to be done such things as are reasonably requested to enable Purchaser to comply with such obligation in a timely manner.

If Vendor is required under Applicable Law to pay any such Sales Taxes, Purchaser shall promptly reimburse Vendor the full amount of such Sales Taxes upon delivery to Purchaser of copies of receipts showing payment of such Sales Taxes. Purchaser shall be responsible for the payment of any amount of Sales Taxes payable in respect of its purchase of the Purchased Assets pursuant hereto and any interest and penalties payable in respect thereto and shall indemnify and save harmless Vendor in respect thereof.

(c) Elections

The Parties agree to make such elections (including, without limitation, with respect to GST or Sales Tax) as prudent and available to minimize taxes payable as a result of the Transaction. Purchaser, acting reasonably, shall prepare, and each Party agrees to execute and file, any such elections in the form and within the time periods prescribed or specified under Applicable Law.

**ARTICLE 3
CONDITIONS OF CLOSING**

3.1 Required Consents

Both before and after Closing, each of the Parties shall use all reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit the Transaction to be completed.

3.2 Mutual Conditions

The obligation of Purchaser to purchase Vendor's interest in and to the Purchased Assets, and of Vendor to sell its interest in and to the Purchased Assets to Purchaser, is subject to the following conditions precedent:

- (a) Vendor obtaining the Approval Order;
- (b) there shall not have been instituted any legal proceedings to obtain, and no court or Governmental Authority of competent jurisdiction shall have issued, promulgated, enforced or entered any judgment, decree, injunction or other order, whether temporary, preliminary or permanent, that restrains, enjoins or otherwise prohibits consummation of the Transaction; and
- (c) the Parties entering into the Transition Services Agreement.

Unless otherwise agreed to by the Parties, if the conditions contained in this Section 3.2 have not been performed or satisfied on or before the Closing Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement shall automatically terminate (except as provided in Section 8.13) without any further action on the part of either Vendor or Purchaser.

3.3 Purchaser's Conditions

The obligation of Purchaser to purchase Vendor's interest in and to the Purchased Assets is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Purchaser and may be waived by Purchaser in whole or in part:

- (a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and as of the Closing Date;
- (b) prior to the date of the Approval Order, the Husky MSA shall have either been assigned to Purchaser or Purchaser shall have entered into a new agreement with Husky Oil Operations Limited, or one of its Affiliates, on terms reasonably satisfactory to Purchaser detailing Purchaser's ongoing relationship with Husky Oil Operations Limited or one of its Affiliates, as applicable;
- (c) prior to the date of the Approval Order, the Purchaser and 1735465 Alberta Ltd. being the landlord under the leases of the business premises located in Ponoka, Alberta with Gemini Corporation have entered into new leases on terms and conditions satisfactory to the Purchaser in its sole discretion and determination;
- (d) prior to the date of the Approval Order, the Key Employees have entered into new employment contracts with the Purchaser or its nominee, subject to Closing; and
- (e) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Purchaser, at or before the Closing Date, Purchaser may terminate this Agreement by written notice to Vendor. If Purchaser terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in Section 8.13.

3.4 Vendor's Conditions

The obligation of Vendor to sell its interest in and to the Purchased Assets to Purchaser is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Vendor and may be waived by Vendor in whole or in part:

- (a) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and as of the Closing Date;
- (b) all obligations of Purchaser contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects; and

- (c) all amounts to be paid by Purchaser to Vendor at Closing, including, without limitation, the Purchase Price, shall have been paid to Vendor in the form stipulated in this Agreement.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Date, Vendor may terminate this Agreement by written notice to Purchaser. If Vendor terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in Section 8.13.

3.5 Efforts to Fulfil Conditions Precedent

Subject to the express terms above, Purchaser and Vendor shall proceed diligently and in good faith and use all reasonable efforts to satisfy and comply with and assist in the satisfaction and compliance with the foregoing conditions precedent.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Vendor

Vendor makes only the following representations to Purchaser, no claim in respect of which shall be made or be enforceable by Purchaser unless written notice of such claim, with reasonable particulars, is given by Purchaser to Vendor within a period of one (1) year following the Closing Date:

- (a) Receiver has been appointed by the Court as receiver and manager of the Debtors and such appointment is valid and subsisting;
- (b) subject to obtaining the Approval Order, Vendor has the right to enter into this Agreement and to complete the Transaction;
- (c) provided the Approval Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Vendor, enforceable against Vendor in accordance with their terms.
- (d) Vendor is not a non-resident of Canada within the *Income Tax Act* (Canada); and
- (e) Vendor has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Purchaser shall have any obligation or liability.

4.2 Representations and Warranties of Purchaser

Purchaser makes the following representations and warranties to Vendor, no claim in respect of which shall be made or be enforceable by Vendor unless written notice of such claim, with reasonable particulars, is given by Vendor to Purchaser within a period of one (1) year following the Closing Date:

- (a) Purchaser is a corporation, duly formed, validly existing and is authorized to carry on business in the Province of Alberta;
- (b) Purchaser has good right, full power and absolute authority to purchase and acquire the interest of Vendor in and to the Purchased Assets according to the true intent and meaning of this Agreement;
- (c) except for obtaining the Approval Order, the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite partners' or equivalent actions and will not result in any violation of, be in conflict with, or constitute a default under, any limited partnership agreement or other governing document to which Purchaser is bound;
- (d) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, any term or provision of any agreement or document to which Purchaser is party or by which Purchaser is bound, nor under any judgement, decree, order, statute, regulation, rule or license applicable to Purchaser;
- (e) provided the Approval Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms;
- (f) no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by Purchaser of this Agreement, other than authorizations, approvals or exemptions from requirement therefor previously obtained and currently in force or to be obtained prior to or after Closing;
- (g) subject to Section 2.2 which overrides this provision, Purchaser, at Closing, will have adequate funds available in an aggregate amount sufficient to pay: (i) all amounts required to be paid by Purchaser under this Agreement; and (ii) all expenses which have been or will be incurred by Purchaser in connection with this Agreement and the Transaction;
- (h) Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Vendor shall have any obligation or liability;
- (i) Purchaser is not a non-resident of Canada within the *Income Tax Act* (Canada); and
- (j) Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act* (Canada).

4.3 Limitation of Representations by Vendor

- (a) Subject to Section 4.1, Vendor and Receiver expressly negate any representations or warranties, whether written or verbal, made by Vendor or its Representatives, or the Debtors or their Representatives or secured creditor, and in particular, without limiting the generality of the foregoing, Vendor and Receiver disclaim all liability and responsibility for any such representation, warranty, statement or information made or communicated, whether verbal or in writing, to Purchaser or any of its Representatives. Vendor's interest in and to the Assets shall be purchased on a strictly "as is, where is" basis and there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by Vendor or Receiver, express or implied, arising at law, by statute, in equity or otherwise, with respect to the Assets, and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by Vendor, express or implied, arising at law, by statute, in equity or otherwise with respect to:
- (i) any engineering or other interpretation or economic evaluations respecting the Assets;
 - (ii) any estimates of the value of the Assets or the revenues or cash flows from future revenue from the Business;
 - (iii) the quality, condition, fitness or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles);
 - (iv) the accuracy or completeness of data or information supplied by Vendor or any of its Representatives in connection with the Assets;
 - (v) the suitability of the Assets for any purpose;
 - (vi) compliance with Applicable Laws; or
 - (vii) the title and interest of Vendor in and to the Assets.
- (b) Without restricting the generality of the foregoing, Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of Vendor's interests in the Assets and the state and condition thereof and that it is satisfied with, and has relied solely on, such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets.
- (c) Any documents, materials and information provided by or on behalf of the Receiver to Purchaser with respect to the Purchased Assets (including any confidential information memoranda, management presentations, or materials made available in an electronic data room) have been provided to Purchaser solely to assist Purchaser in undertaking its own due diligence, and the Receiver has not

made and is not making any representations and warranties, implied or otherwise, to or for the benefit of Purchaser as to the accuracy and completeness of any such documents, materials or information or the achievability of any valuations, estimates or projections. Purchaser acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections or evaluations. The Receiver and its respective affiliates, directors, officers, employees, agents and advisors shall not be liable for any inaccuracy, incompleteness or subsequent changes to any such documents, materials or information.

- (d) Except with respect to the representations and warranties in section 4.1 or in the event of fraud, Purchaser forever releases and discharges Vendor and its Representatives from any claims and all liability to Purchaser or Purchaser's assigns and successors, as a result of the use or reliance upon advice, information or materials pertaining to the Assets which was delivered or made available to Purchaser by Vendor or its Representatives, or the Debtors or their Representatives or secured creditor, prior to or pursuant to this Agreement, including, without limitation, any evaluations, projections, reports and interpretive or non-factual materials prepared by or for Vendor or the Debtors, or otherwise in Vendor's possession.

ARTICLE 5 INDEMNITIES

5.1 Vendor's Indemnities for Representations and Warranties

Vendor shall be liable to Purchaser for and shall, in addition, indemnify Purchaser from and against, all Losses suffered, sustained, paid or incurred by Purchaser which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in Section 4.1 been accurate and truthful; provided, that nothing in this Section 5.1 shall be construed so as to cause Vendor to be liable to or indemnify Purchaser in connection with any representation or warranty contained in Section 4.1 if and to the extent Purchaser did not rely upon such representation or warranty. For greater clarity, Receiver provides no indemnity whatsoever.

5.2 Purchaser's Indemnities for Representations and Warranties

Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor from and against, all Losses suffered, sustained, paid or incurred by Vendor which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in Section 4.2 been accurate and truthful; provided, that nothing in this Section 5.2 shall be construed so as to cause Purchaser to be liable to or indemnify Vendor in connection with any representation or warranty contained in Section 4.2 if and to the extent that Vendor did not rely upon such representation or warranty.

5.3 Survival of Representations and Warranties

Each Party acknowledges that the other may rely on the representations and warranties made by such party pursuant to Section 4.1 or 4.2, as the case may be. The representations and warranties in Sections 4.1 and 4.2 shall be true as of the date hereof and on the Closing Date, and such representations and warranties shall continue in full force and effect and shall survive the Closing Date for a period of one (1) year, for the benefit of the Party to which such representations and warranties were made. In the absence of fraud, however, no claim or action shall be commenced with respect to a breach of any such representation and warranty, unless, within such period, written notice specifying such breach in reasonable details has been provided to the Party which made such representation or warranty.

5.4 Post-Closing Date Indemnity

Provided that Closing has occurred, Purchaser shall:

- (a) be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and
- (b) indemnify, release and save harmless Vendor and its Representatives from any and all Losses, actions, proceedings and demands, whatsoever which may be brought against or suffered by Vendor or which it may sustain, pay or incur,

as a result of any matter or thing resulting from, attributable to or connected with the Assets and that arise or accrue from or relate to acts, omissions, events or circumstances occurring after the Closing Date.

5.5 Third Party Claims

The following procedures shall be applicable to any claim by a Party (the “**Indemnitee**”) for indemnification pursuant to this Agreement from another Party (the “**Indemnitor**”) in respect of any Losses in relation to a Third Party (a “**Third Party Claim**”):

- (a) upon the Third Party Claim being made against or commenced against the Indemnitee, the Indemnitee shall within ten (10) Business Days of notice thereof provide written notice thereof to the Indemnitor. The notice shall describe the Third Party Claim in reasonable detail and indicate the estimated amount, if practicable, of the indemnifiable Losses that have been or may be sustained by the Indemnitee in respect thereof. If the Indemnitee does not provide notice to the Indemnitor within such ten (10) Business Day period, then such failure shall only lessen or limit the Indemnitee’s rights to indemnity hereunder to the extent that the defence of the Third Party Claim was prejudiced by such lack of timely notice;
- (b) if the Indemnitor acknowledges to the Indemnitee in writing that the Indemnitor is responsible to indemnify the Indemnitee in respect of the Third Party Claim

pursuant hereto, the Indemnitor shall have the right to do either or both of the following:

- (i) assume carriage of the defence of the Third Party Claim using legal counsel of its choice and at its sole cost; and/or
 - (ii) settle the Third Party Claim, provided the Indemnitor pays the full monetary amount of the settlement and the settlement does not impose any restrictions or obligations on the Indemnitee;
- (c) each Party shall co-operate with the other Party in the defence of the Third Party Claim, including making available to the other Party and its Representatives whose assistance, testimony or presence is of material assistance in evaluating and defending the Third Party Claim;
- (d) the Indemnitee shall not enter into any settlement, consent order or other compromise with respect to the Third Party Claim without the prior written consent of the Indemnitor (which consent shall not be unreasonably withheld or delayed), unless the Indemnitee waives its rights to indemnification in respect of the Third Party Claim; and
- (e) upon payment of the Third Party Claim, the Indemnitor shall be subrogated to all claims the Indemnitee may have relating thereto. The Indemnitee shall give such further assurances and co-operate with the Indemnitor to permit the Indemnitor to pursue such subrogated claims as reasonably requested by it.

ARTICLE 6 ADDITIONAL AGREEMENTS OF THE PARTIES

6.1 Access to the Purchased Assets

During the Interim Period, Vendor shall permit Purchaser to have reasonable access to the Purchased Assets at mutually agreeable times to view the Purchased Assets used in the operation of the Business.

6.2 Conduct of Business Prior to Closing

During the Interim Period, Vendor shall conduct the Business in the ordinary course, consistent with past practice, except as otherwise specifically contemplated or permitted by this Agreement. Without limiting the generality of the foregoing, Vendor shall retain possession and control of and preserve and protect the Purchased Assets including all appropriate and customary insurance coverages (normal wear and tear and depreciation excepted), preserve the confidentiality of any confidential and proprietary information of the Business, and comply in all material respects with all Applicable Laws.

6.3 Negative Covenants

During the Interim Period, Vendor shall not, without the prior written consent of Purchaser:

- (a) cause the Business to operate except in the ordinary course;
- (b) sell, lease, transfer or otherwise dispose of the Purchased Assets;
- (c) create any new Encumbrances on the Purchased Assets, other than the Encumbrances that will be discharged as of the Closing;
- (d) make any capital expenditures without the prior written consent of Purchaser;
- (e) enter into, amend, assign or terminate any material contracts;
- (f) take any step to dissolve, wind-up or otherwise affect the corporate existence of the Debtors; or
- (g) enter into any agreements or commitments to take any of the actions prohibited by any of the foregoing.

6.4 Post-Closing Transition

Following Closing and to the extent to which Purchaser must be novated into agreements or documents to which the Purchased Assets are subject, until the novation has been effected, Vendor shall:

- (a) not initiate any operation with respect to the Purchased Assets, except upon receiving Purchaser's written instructions, or if Vendor reasonably determines that such operation is required for the protection of life or property, in which case Vendor may take such actions as it reasonably determines are required, without Purchaser's written instructions, and shall promptly notify Purchaser of such intention or actions and of Vendor's estimate of the costs and expenses therewith associated;
- (b) forthwith deliver to Purchaser all revenues, proceeds and other benefits received by Vendor with respect to the Purchased Assets, provided that Vendor shall not be permitted to deduct from such revenues, proceeds and other benefits, any other costs and expenses which it incurs as a result of such delivery to Purchaser;
- (c) in a timely manner, deliver to Purchaser all Third Party notices and communications, including all notices and communications received in respect of the Purchased Assets or events and occurrences affecting the Purchased Assets, and Vendor shall respond to such notices pursuant to Purchaser's written instructions, if received on a timely basis, provided that Vendor may refuse to follow any instructions which it reasonably believes to be unlawful, unethical or in conflict with any applicable agreement or contract, and provided that nothing

shall preclude Vendor from taking such actions as Vendor reasonably determines are necessary for the protection of life or property, or as are required by all Applicable Laws, rules, regulations, orders and directions of Governmental Authorities and other competent authorities; and

- (d) in a timely manner, deliver to Third Parties all such notices and communications which Purchaser may reasonably request and all such monies and other items as Purchaser may reasonably provide in respect of the Purchased Assets, provided that Vendor may (but shall not be obligated to) refuse to follow instructions which it reasonably believes to be unlawful, unethical or in conflict with any applicable agreement or contract.

6.5 Vendor Deemed Purchaser's Agent

- (a) Insofar as Vendor holds or maintains the Purchased Assets and takes actions in relation thereto on Purchaser's behalf pursuant to this Article 6, Vendor shall be deemed to have been Purchaser's agent hereunder and to be holding or maintaining such Purchased Assets in trust as bare trustee for and on behalf of Purchaser. Purchaser ratifies all actions taken by Vendor or refrained from being taken by Vendor pursuant to this Article 6 in such capacity during such period, with the intention that all such actions shall be deemed to be Purchaser's actions.
- (b) Insofar as Vendor participates in either operations or the exercise of rights or options as Purchaser's agent pursuant to this Article 6, Vendor may require Purchaser to secure costs to be incurred by Vendor on Purchaser's behalf pursuant to such election in such manner as may be reasonably appropriate in the circumstances.
- (c) Purchaser shall indemnify Vendor and its Representatives against all Losses which Vendor or its Representatives may suffer or incur as a result of Vendor holding or maintaining the Purchased Assets as Purchaser's agent pursuant to this Article 6, insofar as such Losses are not a direct result of the gross negligence or wilful misconduct of Vendor or its Representatives. An action or omission of Vendor or of its Representatives shall not be regarded as gross negligence or wilful misconduct to the extent to which it was done or omitted from being done in accordance with Purchaser's instructions or concurrence.

6.6 Purchaser to Offer Employment.

- (a) Upon receipt of the Approval Order, Purchaser shall make individual written offers to employ certain of the Employees on terms and conditions which are substantially similar in the aggregate to those terms in effect on the date prior to the Closing Date. Those Employees who accept an offer of employment shall become employees of Purchaser, subject to and effective upon Closing (the "**Purchaser Employees**").
- (b) Purchaser shall recognize the length of service of the Purchaser Employees with Vendor prior to Closing in respect of any termination of employment by

Purchaser on or after the Closing. Purchaser shall recognize, and Purchaser's conditional written offer of employment shall expressly recognize, all past service of the Purchaser Employees, including for the purposes of determining future entitlements with Purchaser and eligibility to participate in benefit plans, if any.

6.7 Obligations and Liabilities Relating to Employment.

Purchaser shall be responsible for all costs and expenses related to or arising in connection with the employment of the Purchaser Employees from and after the Closing Date, and any claims by any Purchaser Employees relating to any termination of a Transferred Employee's employment with Purchaser, any break in service or any other event entitling a Transferred Employee to payment for such benefits that occurs on or after the Closing Date, including, without limitation, in respect of any pay in lieu of notice, termination pay, severance pay, accrued vacation pay, accrued sick leave, and any other similar obligations, including legal fees and other costs and shall indemnify Vendor for any Claim which may be made against them in respect thereof.

6.8 Conduct of Purchaser's Business Until Closing Time.

Except as expressly provided in this Agreement or with the prior written consent of Vendor, during the Interim Period, Purchaser shall conduct its business in the ordinary course of business.

6.9 Non-Completion Fee

If at any time after the execution of this Agreement and prior to the Approval Order, Vendor receives an offer from a third party to purchase the Purchased Assets or the Excluded Assets which is for an amount greater than the sum of the Purchase Price and the Non-Completion Fee, Vendor may terminate this Agreement. In such case Vendor shall pay to Purchaser, or as Purchaser otherwise directs, forthwith and in any event within two Business Days after such event, by way of wire transfer of immediately available funds to an account designated by Purchaser (or such other form of consideration as the Parties may agree), the sum of [REDACTED] (the "Non-Completion Fee") and the Deposit Amount. As of the moment the earliest of any of the events specified in this Section 6.9 occurs which causes the Non-Completion Fee to become payable, Vendor shall hold such amount in trust for Purchaser.

6.10 Effect of the Non-Completion Fee Payment

For greater certainty, the Parties agree that any Non-Completion Fee paid pursuant to Section 6.9 is a payment of liquidated damages which are a genuine pre-estimate of the damages that Purchaser will suffer or incur as a result of the event giving rise to such damages and are not penalties. Each Party irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive.

ARTICLE 7
PURCHASER'S REVIEW AND ACCESS TO BOOKS AND RECORDS

7.1 Vendor to Provide Access

Prior to Closing, Vendor shall, subject to all contractual and fiduciary obligations, at the Calgary offices of Vendor during normal business hours, provide reasonable access for Purchaser and its Representatives to Vendor's records, books, accounts, documents, files, reports, information, materials, filings, and data, to the extent they relate directly to the Purchased Assets, as well as physical access to the Purchased Assets (insofar as Vendor can reasonably provide such access) for the purpose of Purchaser's review of the Purchased Assets and title thereto.

7.2 Access to Information

After Closing and subject to contractual restrictions in favour of Third Parties relative to disclosure, Purchaser shall, on request from Vendor, provide reasonable access to Vendor at Purchaser's offices, during its normal business hours, to the agreements and documents to which the Purchased Assets are subject and the contracts, agreements, records, books, documents, licenses, reports and data included in the Miscellaneous Interests which are then in the possession or control of Purchaser and to make copies thereof, as Vendor may reasonably require, including, but not limited to, for purposes relating to:

- (a) the Debtors' or Vendor's ownership of the Purchased Assets (including taxation matters and liabilities and claims that arise from or relate to acts, omissions, events, circumstances or operations on or before the Closing Date);
- (b) enforcing its rights under this Agreement;
- (c) compliance with Applicable Law; or
- (d) any claim commenced or threatened by any Third Party against the Debtors or Vendor.

7.3 Maintenance of Information

All of the information, materials and other records delivered to Purchaser pursuant to the terms hereof shall be maintained in good order and good condition and kept in a reasonably accessible location by Purchaser for a period of two (2) years from the Closing Date.

ARTICLE 8
GENERAL

8.1 Further Assurances

Each Party will, from time to time and at all times after Closing, without further consideration, do such further acts and deliver all such further assurances, deeds and

documents as shall be reasonably required to fully perform and carry out the terms of this Agreement.

8.2 No Merger

The covenants, representations, warranties and indemnities contained in this Agreement shall be deemed to be restated in any and all assignments, conveyances, transfers and other documents conveying the interests of Vendor in and to the Purchased Assets to Purchaser, subject to any and all time and other limitations contained in this Agreement. There shall not be any merger of any covenant, representation, warranty or indemnity in such assignments, conveyances, transfers and other documents notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived.

8.3 Receiver

Purchaser acknowledges that the Receiver is acting solely in its capacity as the Court-appointed receiver and manager of the Debtors, and not in its personal or corporate capacity. Under no circumstances shall the Receiver or any of its Representatives have any liability pursuant to this Agreement, or in relation to the Transaction, in its or their personal or corporate capacity, whether such liability be in contract, tort or otherwise.

8.4 Entire Agreement

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. This Agreement supersedes all other agreements, documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

8.5 Governing Law

This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in every regard, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the jurisdiction of the Court of Queen's Bench of Alberta, judicial district of Calgary, and courts of appeal therefrom in respect of all matters arising out of this Agreement.

8.6 Signs and Notifications

Within thirty (30) days following the Closing Date, Purchaser shall remove any signage which indicates the Debtors' ownership or operation (as applicable) of the Purchased Assets. It shall be the responsibility of Purchaser to erect or install any signage required by applicable Governmental Authorities indicating Purchaser to be the owner or operator of the Purchased Assets.

8.7 Assignment and Enurement

This Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may be unreasonably and arbitrarily withheld; provided however, Purchaser shall be entitled to assign its rights and obligation hereunder to its nominee for purpose of receiving the conveyance of the Purchased Assets contemplated hereunder. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

8.8 Time of Essence

Time shall be of the essence in this Agreement.

8.9 Notices

The addresses and fax numbers of the Parties for delivery of notices hereunder shall be as follows:

Vendor - **FTI Consulting Canada Inc.**
720, 440 – 2nd Avenue S.W.
Calgary, AB T2P 5E9

Attention: Brett Wilson
Fax: 403-454-6033
Email: brett.wilson@FTIConsulting.com

with a copy to: **Fasken Martineau LLP**
350 – 7th Avenue SW, Suite 3400
Calgary, AB T2P 3N9

Attention: Brendan Sawatsky
Fax: 403-261-5506
Email: bsawatsky@fasken.com

Purchaser - **2129156 Alberta Ltd.**
Box 276
Blackfalds, AB T0M 0J0

Attention: Dallas Lenius
Email: dallas@hiveinnovations.ca

with a copy to: Weeks Law

Attention: Kevin Weeks
Fax: 403-444-6827
Email: corporate@weekslaw.com

All notices, communications and statements required, permitted or contemplated hereunder shall be in writing, and shall be delivered as follows:

- (a) by delivery to a Party between 8:00 a.m. and 4:00 p.m. on a Business Day at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party when it is delivered;
- (b) by facsimile or email to a Party to the facsimile number or email address of such Party for notices, in which case, if the notice was sent prior to 4:00 p.m. on a Business Day, the notice shall be deemed to have been received by that Party when it was sent and if it is sent on a day which is not a Business Day or is sent after 4:00 p.m. on a Business Day, it shall be deemed to have been received on the next following Business Day; or
- (c) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by first class registered postage prepaid mail to a Party at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party on the fourth (4th) Business Day following the date of mailing.

A Party may from time to time change its address for service, facsimile number or email address for service or designated representative by giving written notice of such change to the other Party.

8.10 Invalidity of Provisions

In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8.11 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

8.12 Amendment

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

8.13 Confidentiality and Public Announcements

Until Closing has occurred (and if Closing does not occur, for a period of one (1) year from the date hereof), each Party shall keep confidential all information obtained from the other Party in connection with the Purchased Assets and shall not release any information concerning this Agreement and the Transaction without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information (i) to any Governmental Authority or regulatory authority or to the public if required by Applicable Law; or (ii) in connection with obtaining the Approval Order; or (iii) as required to the Debtors' secured creditors.

[Remainder of page intentionally left blank. Signature page follows.]

8.14 Counterpart Execution

This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GEMINI CORPORATION and GEMEC SERVICES LTD., by and through their receiver and manager, **FTI CONSULTING CANADA INC.**, acting solely in its capacity as the receiver and manager of Gemini Corporation and Gemec Services Ltd., and not in its personal or corporate capacity

2129156 ALBERTA LTD.

Per: _____

Name:
Title:

Per: _____



Name: Dallas Lenius
Title: President

Per: _____

Name:
Title:

Per: _____

Name:
Title:

8.13 Confidentiality and Public Announcements

Until Closing has occurred (and if Closing does not occur, for a period of one (1) year from the date hereof), each Party shall keep confidential all information obtained from the other Party in connection with the Purchased Assets and shall not release any information concerning this Agreement and the Transaction without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information (i) to any Governmental Authority or regulatory authority or to the public if required by Applicable Law; or (ii) in connection with obtaining the Approval Order; or (iii) as required to the Debtors' secured creditors.

[Remainder of page intentionally left blank. Signature page follows.]


8.14 Counterpart Execution

This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

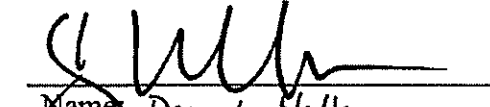
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GEMINI CORPORATION and GEMEC SERVICES LTD., by and through their receiver and manager, **FTI CONSULTING CANADA INC.**, acting solely in its capacity as the receiver and manager of Gemini Corporation and Gemec Services Ltd., and not in its personal or corporate capacity

2129156 ALBERTA LTD.

Per: 
Name: Dustin Olver
Title: Managing Director

Per: _____
Name:
Title:

Per: 
Name: Deryck Malkin
Title: Senior Managing Director

Per: _____
Name:
Title:

THE FOLLOWING COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 10th DAY OF SEPTEMBER, 2018 BETWEEN GEMINI CORPORATION and GEMEC SERVICES LTD., by and through their receiver and manager, FTI CONSULTING CANADA INC., acting solely in its capacity as the receiver and manager of Gemini Corporation and Gemec Services Ltd. and not in its personal or corporate capacity, and 2129156 ALBERTA LTD.

The following 42 pages comprise Schedule "A".

Schedule A

Tangible Capital Assets:

Ponoka Equipment & Python

Please see "GEMINI Schedule A.1 listing july 2018.pdf" for a list of assets

Calgary Assets

- Miscellaneous office furniture located on the main floor, 3rd floor, 6th 7th floor and 4th floor office location (839 - 5th Ave S.W. Calgary, Alberta, T2P 3C8)
- Servers, and miscellaneous desktops/laptops located on the main floor, 3rd floor, 6th 7th floor and 4th floor of the Calgary office location (839 - 5th Ave S.W. Calgary, Alberta, T2P 3C8) &
- Servers, switches, racks and miscellaneous computer equipment located at Shaw Data Centre located 7007 54th SE, Calgary Alberta, T2C 4B5

Intangible Capital Assets:

Ponoka Assets

Information contained on server including, but not limited to:

- "Ponoka Projects"
- "Ponoka General"

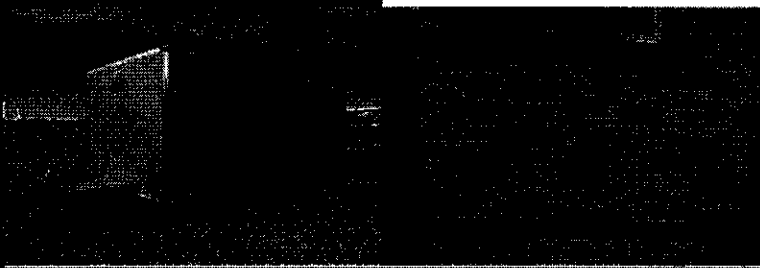

Calgary Assets

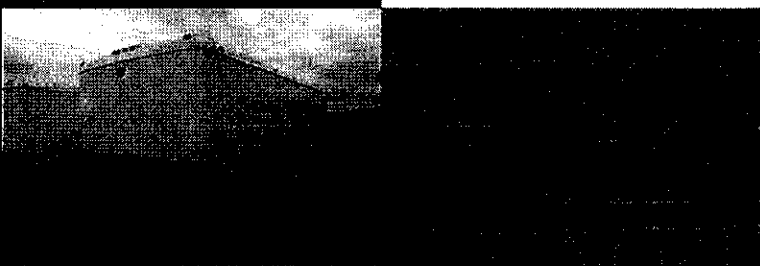

Information contained on server including, but not limited to:

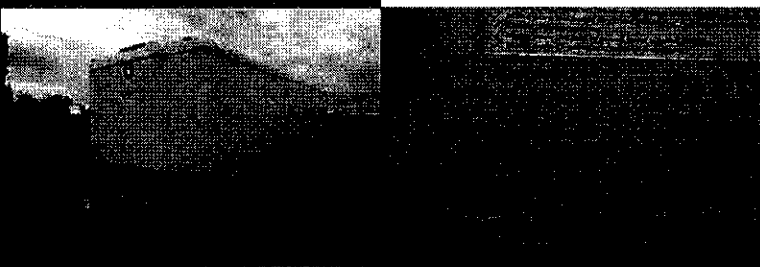

- "Work_1"
- "Work_2"
- "Calgary Projects"
- "BusDev"
- "Management"
- "Accounting"
- "Ft Sask Projects"
- "Ft Sask General"



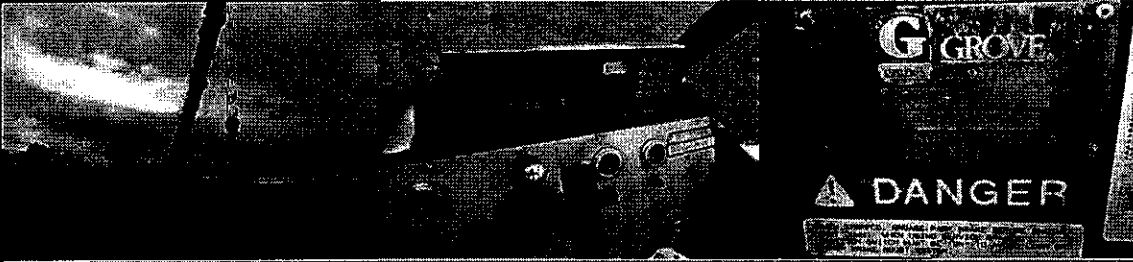
YARD ASSET INVENTORY

UNIT		
		
DESCRIPTION	VIN	OLV
2008 Charmac 24' T/A enclosed trailer	4RYC242058T111339	

UNIT		
		
DESCRIPTION	VIN	OLV
2006 Interstate 20' T/A enclosed trailer	4RACS20216N048698	

UNIT		
		
DESCRIPTION	VIN	OLV
2003 Interstate 16' T/A enclosed trailer, (some damage on front)	OBL	

UNIT



DESCRIPTION

VIN

OLV

82267

1996 Grove RT58D 20 ton 4 x 4 rough terrain crane, cab, outriggers, Johnson 3 sheave block, 60 ft 3 sec boom, w/ PAT load movement indicator DS350GW, unknown hours

UNIT



DESCRIPTION

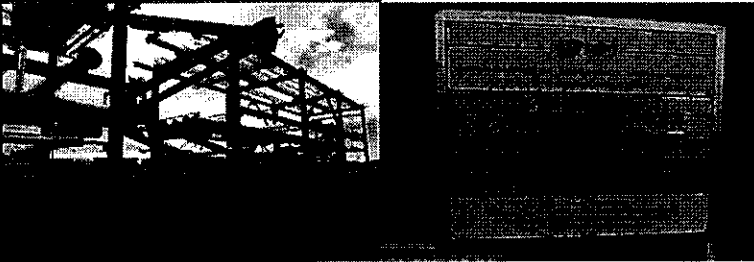
VIN

OLV

131218

2013 Everun ZL16D wheel loader, 8081 hrs showing, cab, 4x4, Q/A, 10/70-20 70% (Everrun model is ER20)

UNIT



DESCRIPTION

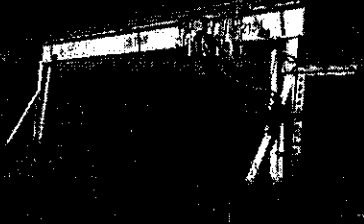
VIN

OLV

Z452508-30638

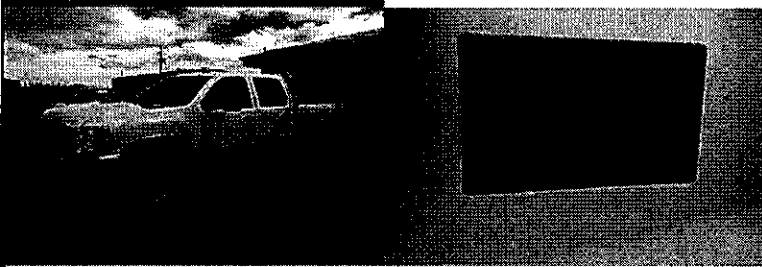
2006 Genie Z-45/25 articulating boom lift, 4 x 4, 4706 hrs showing

UNIT



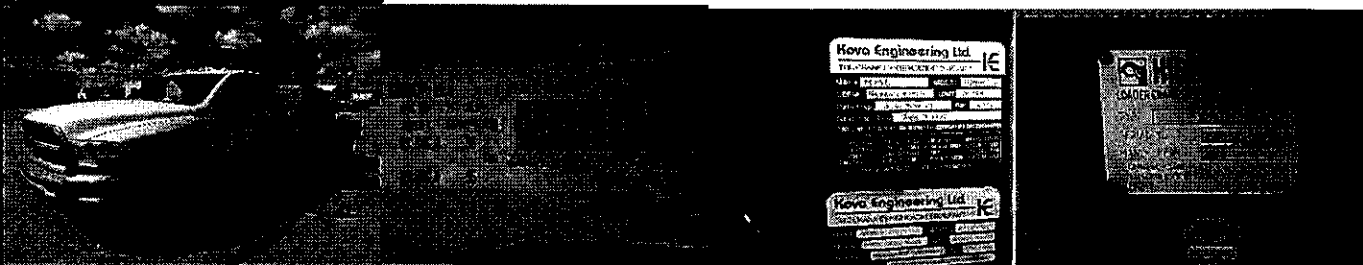
DESCRIPTION	VIN	OLV
3 ton Grantrix crane with rails, GIS hoist	W2013294	[REDACTED]

UNIT



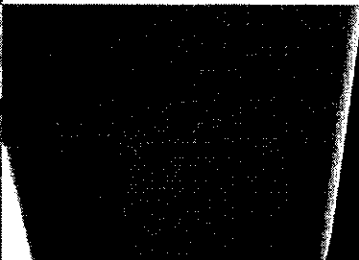
DESCRIPTION	VIN	OLV
2013 2500HD Silverado LT, 4 door, 4x4, shortbox, auto, 124,200 km		[REDACTED]

UNIT



DESCRIPTION	VIN	OLV
2011 Dodge Ram 5500 HD SLT Deck/boom truck, cummins 6' deck, auto, 4x4, Rey cab, 60,073 km with 2010 Hiab 055D-3CHX folding crane	3D6WU7EL8BG563039	[REDACTED]

UNIT

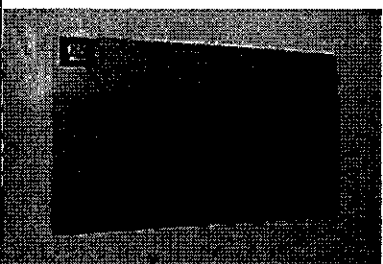
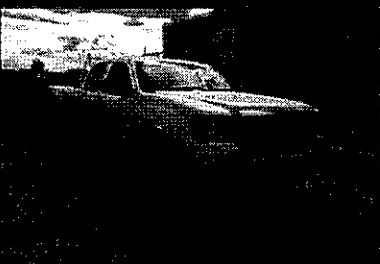


DESCRIPTION **VIN** **OLV**

1FDAW57P86EA31152

2006 Ford F550 x LT SD deck/boom truck, diesel, 4 door, 4x4, 97,056 km, 6' deck with 2005 Hiab x 5 077CL

UNIT



DESCRIPTION **VIN** **OLV**

1GTHK43KX9F130458

2009 GMC 2500 HD Sierra, 4 door, 4x4, long box, auto, 188,671 km

UNIT



DESCRIPTION **VIN** **OLV**

1GCHK29U17E101298

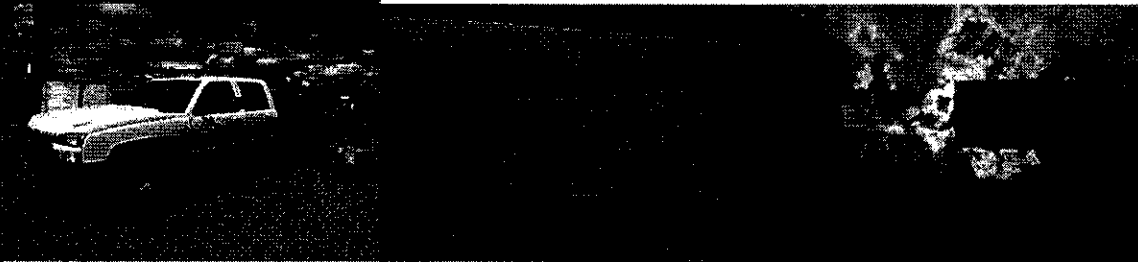
2007 Chev Silverado 2500 HD LS, auto, 4 door, long box, 4x4, 214,540 km showing (damage on right side)

UNIT



DESCRIPTION	VIN	OLV
2005 Chev 2500 HD LS, auto, 4x4, long box, extended cab, 163,060 km showing	1GCHK29U35E263964	[REDACTED]

UNIT



DESCRIPTION	VIN	OLV
2006 Chevrolet 3500, auto, deck truck, duramax, 4 door ,6' deck, 4x4, 218,862 km showing	1GBJK33D26F204260	[REDACTED]

UNIT



DESCRIPTION	VIN	OLV
2008 Big tex 25N 40' gooseneck trailer, T/A, duals	16VGX402X82609572	[REDACTED]

UNIT

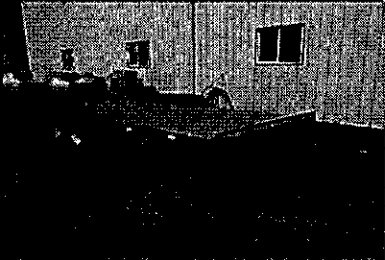


DESCRIPTION **VIN** **OLV**

2014 SWS triaxle 30' gooseneck trailer, duals, with ramps, beavertail

obl [REDACTED]

UNIT



DESCRIPTION **VIN** **OLV**

Alberta Trailers 18' T/A trailer

OBL [REDACTED]

UNIT

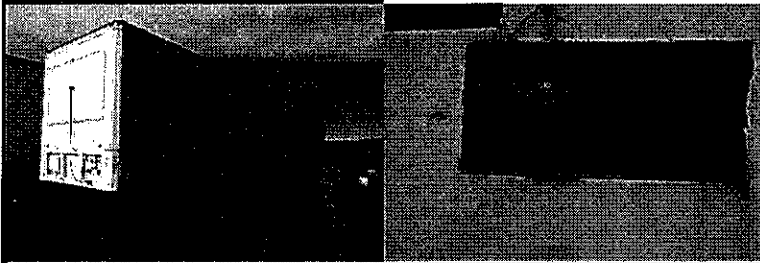


DESCRIPTION **VIN** **OLV**

2006 Felling S/A Reel trailer

5FTRE081061026208 [REDACTED]

UNIT



DESCRIPTION VIN OLV

2V04526CC001090

1982 Fruehaut 45' T/A Storage van

UNIT



DESCRIPTION VIN OLV

DXT-2851-68

1982 Fruehaut 45' T/A Storage van

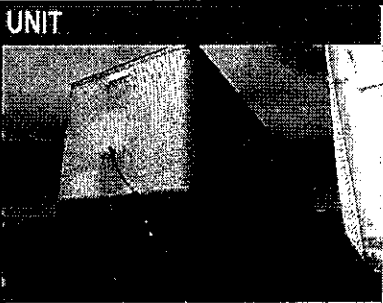
UNIT



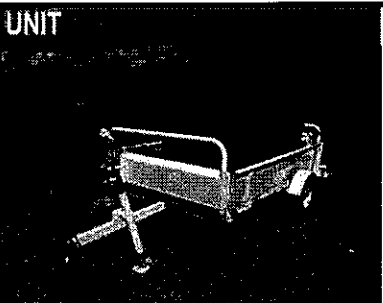
DESCRIPTION VIN OLV

N90449

Trailmobile T/A storage van



UNIT	VIN	OLV
T/A storage van	OBL	[REDACTED]



UNIT	VIN	OLV
BBQ trailer, 8' S/A trailer	OBL	[REDACTED]



UNIT	VIN	OLV
6 - Club Car gas golf carts		[REDACTED]

UNIT



DESCRIPTION **VIN** **OLV**

15452078R

██████████

JC office unit 10' x 40' skid office shack

UNIT



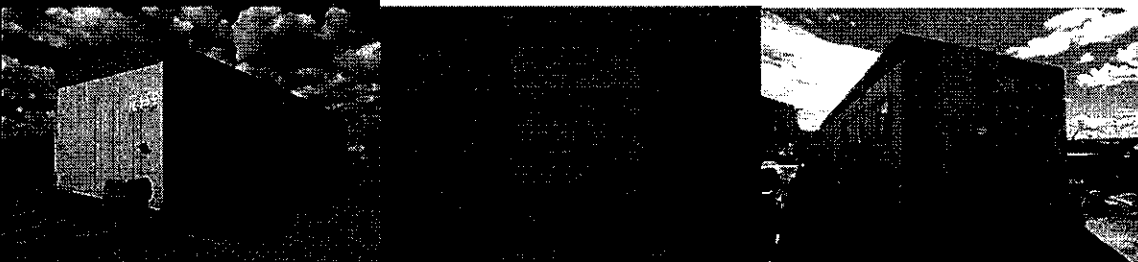
DESCRIPTION **VIN** **OLV**

12875-1260-0-5N98

██████████

1998 Northgate 12x60 lunch trailer

UNIT



DESCRIPTION **VIN** **OLV**

260981995

██████████

1998 Atco 12x60 office/lunch trailer

UNIT



DESCRIPTION

VIN

OLV

14508-1032-0-09N02

2002 Northgate 10x32 office/lunch trailer

UNIT



DESCRIPTION

VIN

OLV

OBL

40' sandblast trailer

UNIT



DESCRIPTION

VIN

OLV

OBL

Snow EX V-maxx 8550 Truck sander/spreader, 48" hopper width

UNIT



DESCRIPTION

VIN

OLV

1052531

Skidsteer sanding attachment

UNIT



DESCRIPTION

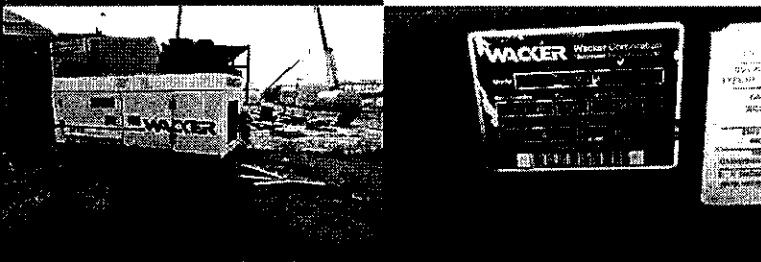
VIN

OLV

5442705

Wacker G25, model MGT1E, 16 KW generator, unknown hrs

UNIT



DESCRIPTION

VIN

OLV

5596596

Wacker G25, model MGT1, 16 KW generator, approx 29,000 hrs

UNIT



DESCRIPTION

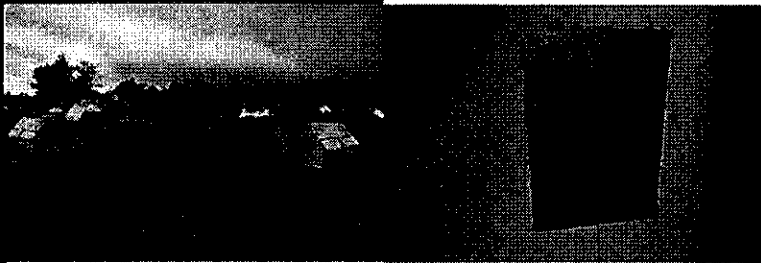
VIN

OLV

433030UJVD88

2012 Doosan L6-60 HZ-T4F light tower, 1027 hrs showing

UNIT



DESCRIPTION

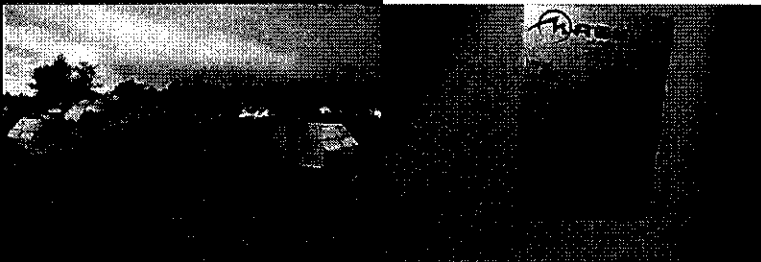
VIN

OLV

1112158

Magnum MLT4060K light tower, 6 kw, 7507 hrs

UNIT



DESCRIPTION

VIN

OLV

1114276

Magnum MLT4060K light tower, 6 kw, 8537 hrs

UNIT



DESCRIPTION

VIN

OLV

394781UKRC45

2008 IR L6D4MH light tower, 6 kw, 15039 hrs

UNIT



DESCRIPTION

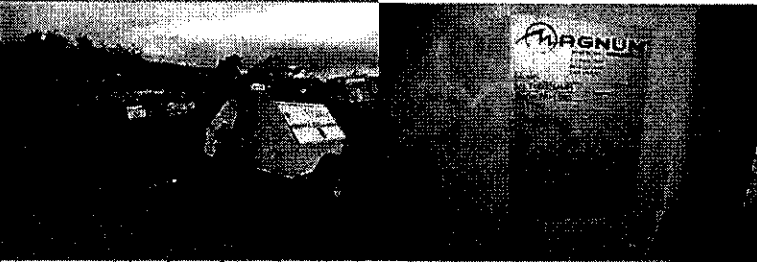
VIN

OLV

380556ULQC45

2007 IR L6D4MH light tower, 6 kw, 14227 hrs

UNIT



DESCRIPTION

VIN

OLV

057760

Magnum MLt4060MMH light tower, 6 kw, 3519 hrs

UNIT



DESCRIPTION

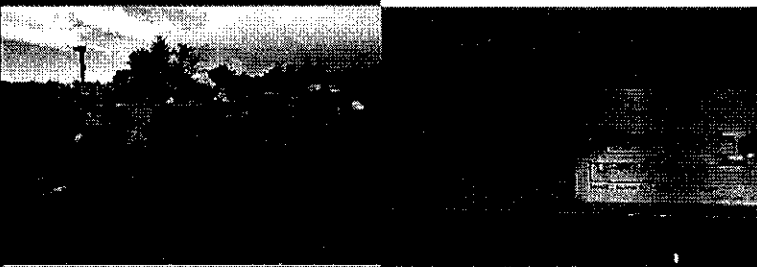
VIN

OLV

0247MXL09

2008 Allmand Bros Maxi-lite ML20 light tower, 20,387 hrs

UNIT



DESCRIPTION

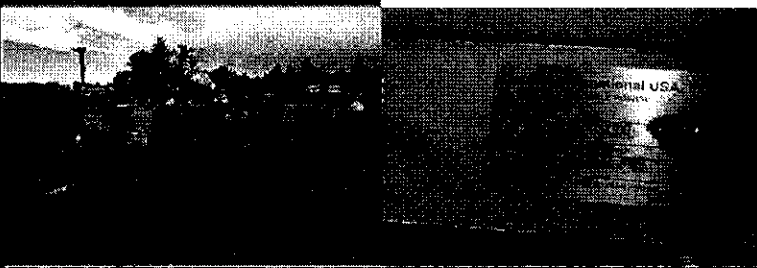
VIN

OLV

405991UKSD48

2008 IR L6-4MH light tower, 6 kw, 10,716 hrs

UNIT



DESCRIPTION

VIN

OLV

404816UISD48

2009 IR L6-4MH light tower, 6 kw, 17,849 hrs

UNIT



DESCRIPTION

VIN

OLV

0238MXL09

Allmand Bros Maxi-lite ML20 light tower, 6 kw, 2,202 hrs

UNIT



DESCRIPTION

VIN

OLV

376569UIQ822

2007 IR L6-4MH light tower, 6 kw, 8,904 hrs

UNIT



DESCRIPTION

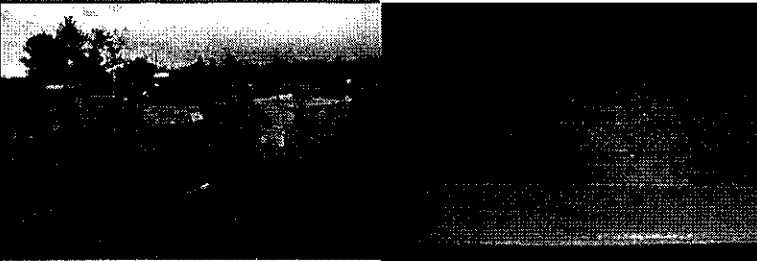
VIN

OLV

405744UKSD48

2009 IR L6-4MH light tower, 6 kw, 14,993 hrs

UNIT



DESCRIPTION

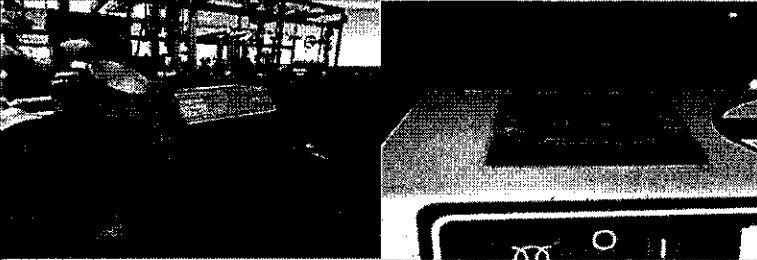
VIN

OLV

420785ULUD92

2011 IR LS-60H2-T4F light tower, 6 kw, 10,000 hrs

UNIT



DESCRIPTION

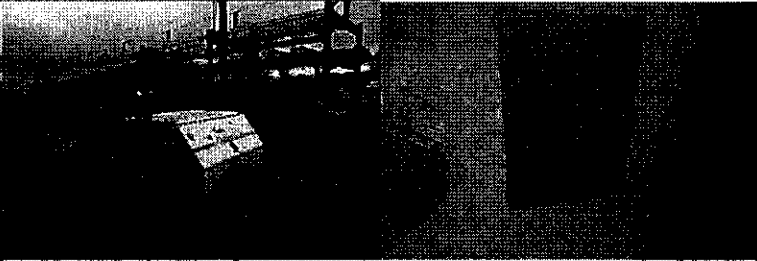
VIN

OLV

394056UKRC13

2008 IR lightsource A light tower, 6 kw, 20,504 hrs

UNIT



DESCRIPTION

VIN

OLV

056682

Magnum MLT5080MMH light tower, 6 kw, 7,260 hrs

UNIT



DESCRIPTION	VIN	OLV
Sullair 375 air compressor, 2,000 hrs	OBL	[REDACTED]

UNIT



DESCRIPTION	VIN	OLV
1998 IR P185WJD air compressor	284215ULI221	[REDACTED]

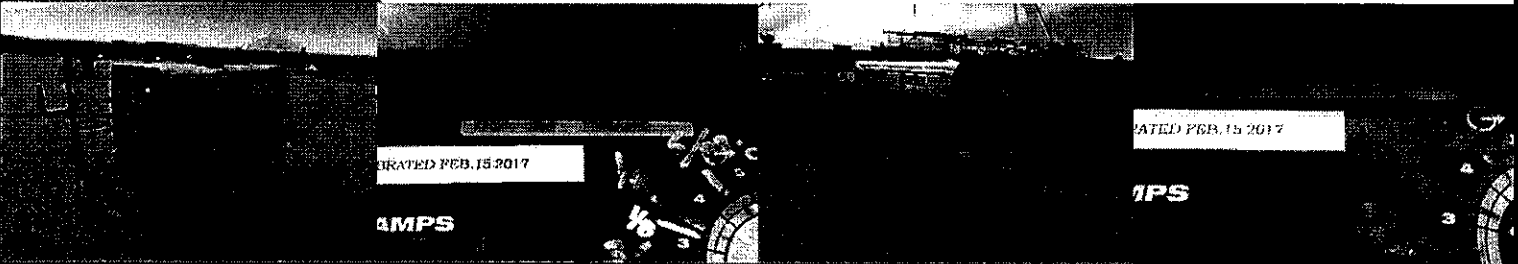
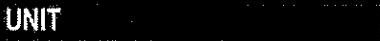
UNIT



DESCRIPTION	VIN	OLV
7- fuel tank/containment skid with fill-rite pumps		[REDACTED]



DESCRIPTION	VIN	OLV
6-Fuel tanks: 2012 Westeel 2290 L Cap	M1200185	
2013 Meridian 2300L	6020130137684	
2012 Westeel 4530L Cap	671204895	
2012 Westeel 2290L Cap	M1200229	
2010 Westeel 4530L cap	obl	
2012 Westeel 2290 L cap	obl	



DESCRIPTION	VIN	OLV
2 - Lincoln Vantage 300 welders, 2798 and 2819 hours showing	U1060116575 U1060123600	



DESCRIPTION	VIN	OLV
Procar Model 40 cardboard baler	75-167	

UNIT



DESCRIPTION

VIN

OLV

DESCRIPTION	VIN	OLV
17 - 40' seacans	JLAF409865	3750
	E-9104025	3500
	SH9546695	3750
	CIMC6001993	3750
	DCMCA035014	3750
	obi	4000
	GJ03-04938	3500
	HDTR83-100017	3000
	JLAF407280	3000
	CIMC00565600	3000
	402104	3000
	GJ01-32861	3000
	K-167530	3500
	ASF-005076	3500
	DCMC A035115	3500
	TH6533929	3500
	obi	3500

UNIT



DESCRIPTION

VIN

OLV

DESCRIPTION	VIN	OLV
4 - 20' seacans	DWCP74722	3000
	UD95-34214	3000
	Q931399	2500
	SJCL104047	3000

UNIT



DESCRIPTION

VIN

OLV

S-110804

40' seacan bottle storage building

UNIT



DESCRIPTION

VIN

OLV

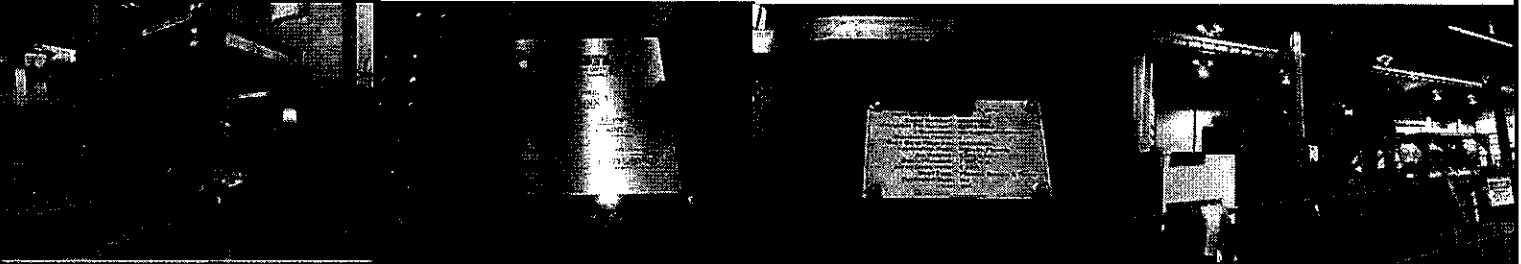
Masco Crane System

2 - 2015 Masco crane gantrys, each with 2 - 10 Tonne underslung D Street hoists, 60' crane spans, 400' runway length, (value based on crane sold and utilized on site with no removal costs)

Z06609.02A

Z06609.01A

UNIT



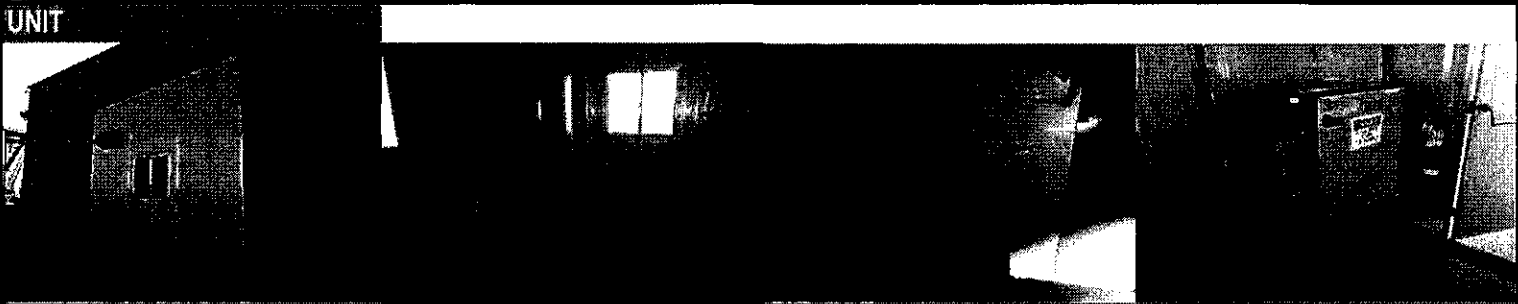
DESCRIPTION

VIN

OLV

C1319-129

2013 Python Model PYTHONX1 CNC Robotic Plasma machine, 7 axis, in and outfeed transfer tables, 68' length cap, 2012 ABBAB Model IRC5M2003 Robotic controller, Vin 24-67214, Gold Series Model GS4, vin A62406001, 4 filters, 2500 cfm volume, Plasma smoke and fume dust type, IR air compressor, hopper, Note: [REDACTED]
 US\$ license transfer fee to new purchaser



DESCRIPTION **VIN** **OLV**

Air compressor package - Sullivan palatek model SPRF-115A-116 air dryer, 1998 Kinetic air receiver 150PSI, 2006 kinetic air receiver 195psi, Champion 25hp air compressor, Curtis R/S10

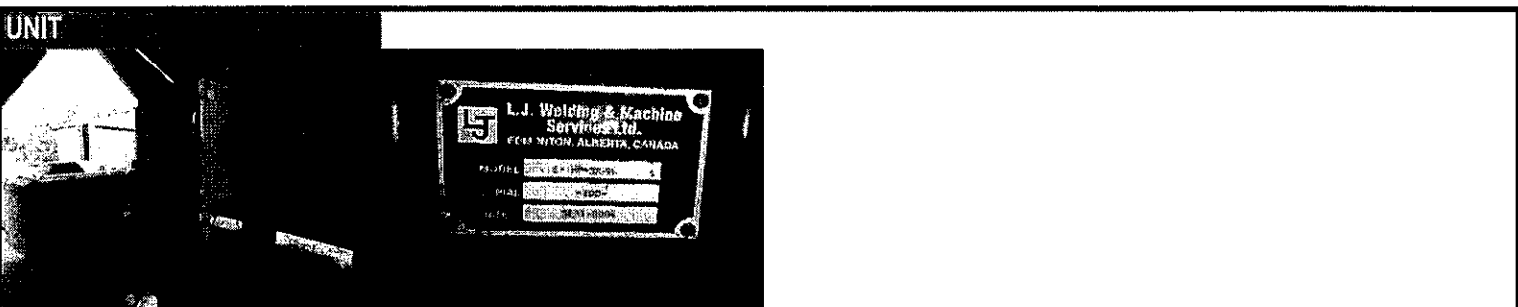
KPL-0001-98
980136037
SN06-108-001

PIPE FAB ASSET INVENTORY



DESCRIPTION **VIN** **OLV**

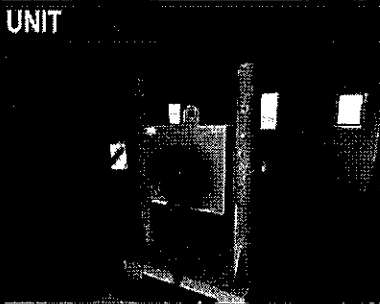
104 - LJ Welding elevated pipe support stands Models SHD-800A, HD2L-100, SHD-850, HD2-300, HD2-300



DESCRIPTION **VIN** **OLV**

2005 LJ welding 16-1HP-3RPM weld positioner

100



UNIT

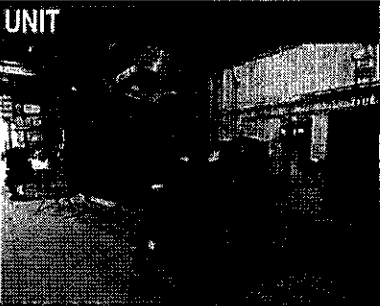
DESCRIPTION

VIN

OLV

OBL

Weld positioner with penta-drive



UNIT

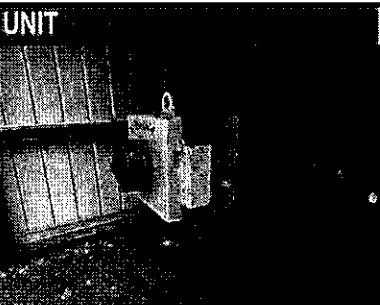
DESCRIPTION

VIN

OLV

OBL

12 - Shop built weld positions



UNIT

DESCRIPTION

VIN

OLV

172

2012 LJ welding 16P-700 weld positioner

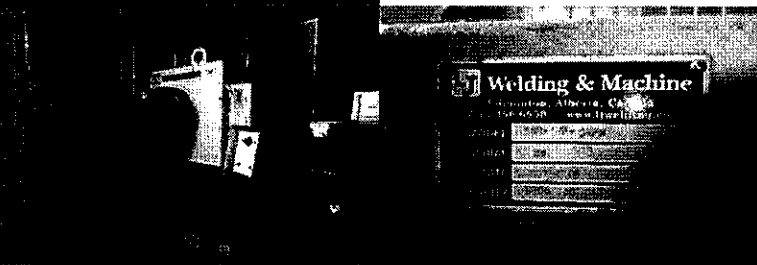
UNIT



DESCRIPTION VIN OLV

2015 LJ welding 16P-700 weld positioner 350 [REDACTED]

UNIT



DESCRIPTION VIN OLV

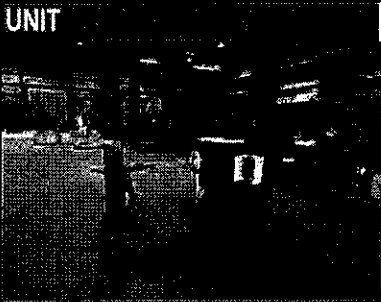
2008 LJ welding 16P-1HP-3RPM weld positioner 89 [REDACTED]

UNIT



DESCRIPTION VIN OLV

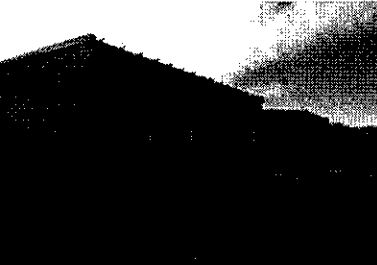
Weld positioner with penta drive OBL [REDACTED]



DESCRIPTION **VIN** **OLV**

Weld positioner with penta drive

OBL



DESCRIPTION **VIN** **OLV**

8 - 20' x 27' welding sheds, skidmount, lights, metal clad



DESCRIPTION **VIN** **OLV**

2 - 20' x 40' welding sheds, skidmount

UNIT



DESCRIPTION

VIN

OLV

13 - welding skid sheds

UNIT



DESCRIPTION

Welding Source

OLV

8 - Lincoln Powerwave 455M/STT Welding source with 3 powerfeed

U1080205022

U1031000219

U1041104097

U1080205021

U1040718421

U1080103189

U1031000214

U1041104100

Wire Feed

U1080204404

U1080204403

U1080204411

UNIT



DESCRIPTION

VIN

OLV

- 6 Gullco model 350 rod ovens
- 1 Gullco model 125 rod oven
- 7 carts for welding machines
- 12 sets of oxy/acetylene regulators
- 5 2" - 4" bevellers
- 6 6" - 8" bevellers
- 7 10" - 12" bevellers
- 3 20" bevellers
- 4 fitting benches
- 4 hand turning fab tables
- 1 STIHL BG55 leaf blower
- 49 pipe stands complete with rollers
- 6 large bore V-top stands
- 46 tall double stands
- 41 short double stands
- 11 double heads to combine single



UNIT



DESCRIPTION

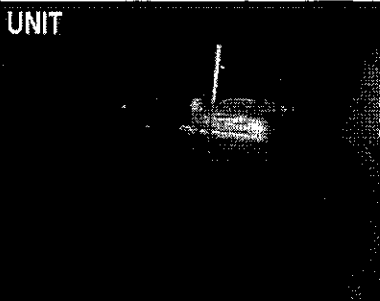
VIN

OLV

Rigid 535 power threader

EBE121510609





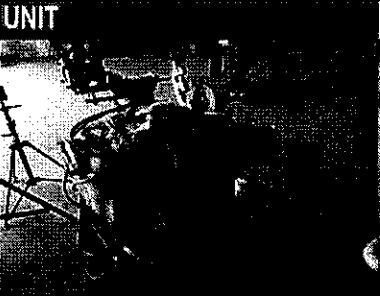
DESCRIPTION	VIN	OLV
-------------	-----	-----

Rigid 535 power threader	FC03338	[REDACTED]
--------------------------	---------	------------



DESCRIPTION	VIN	OLV
-------------	-----	-----

Ridgid 300-T2 power threader	ED69898C01	[REDACTED]
------------------------------	------------	------------



DESCRIPTION	VIN	OLV
-------------	-----	-----

Ridgid 535 power threader	ECO3340	[REDACTED]
---------------------------	---------	------------

UNIT



DESCRIPTION

VIN

OLV

OBL

Winco 5000 generator

UNIT



DESCRIPTION

VIN

OLV

8 - tool skids, forklift base with toolchest, tools and bench

UNIT



DESCRIPTION

VIN

OLV

Assorted pipe grabbers, double grabbers

STRUCTUAL ASSET INVENTORY



DESCRIPTION	VIN	OLV
42 sections of Pallet racking - 27 12' high, 6 18' high, 9 10' high		[REDACTED]



DESCRIPTION	VIN	OLV
Newage 8 kw generator with forklift skid	0091095/02	[REDACTED]



885,887,888



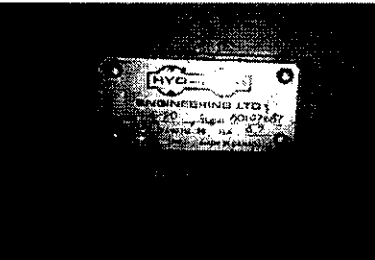
DESCRIPTION	VIN	OLV
1988 Pandjiris 1000MANIP Sub arc with Lincoln welding source	800-9849-1	[REDACTED]

UNIT



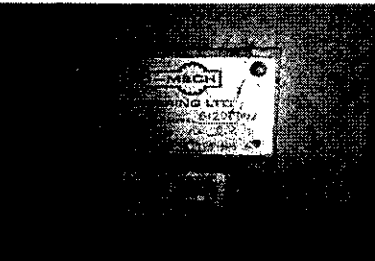
DESCRIPTION	VIN	OLV
Piranha P90 iron worker, 90 ton punch, dual station, 4" x 6" notch	OBL	[REDACTED]

UNIT



DESCRIPTION	VIN	OLV
Hyd-mech S-20 series II metal band saw	60197687	[REDACTED]

UNIT

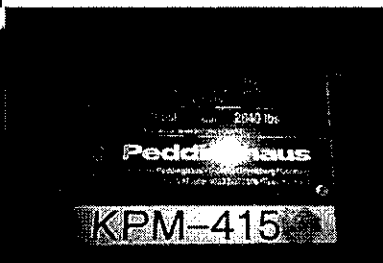
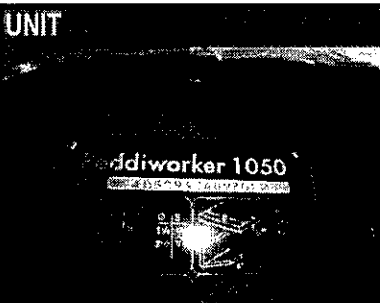


DESCRIPTION	VIN	OLV
Hyd-mech S-20 series II metal band saw	61297357	[REDACTED]



DESCRIPTION	VIN	OLV
-------------	-----	-----

2007 Modern W182488A metal band saw	0704800	[REDACTED]
-------------------------------------	---------	------------



DESCRIPTION	VIN	OLV
-------------	-----	-----

Peddinghaus Peddiworker 1050 ironworker, 50 Ton, 10" Throat Depth, Angle Shear Capacity 5 " x 5 " x 1/2" at 90° and 5 " x 1/2 "" at 45° , Flat Shear Blades	40629624597022	[REDACTED]
---	----------------	------------

UNIT

VIN

OLV



DESCRIPTION

Welding Source

Wire Feed

25 - Miller XMT350 CC/CU welding source with Miller S-745 wire feed and 70 series

- MD230709U MD230233U
- MD250105U MD230237U
- MF044218U MF020110U
- LH110053A LH230635W
- ME494227U LH230629W
- MD230712U MD230231U
- MD500086U ME012432U
- MD500089U ME012436U
- MD250108U LF208733
- MD510005U ME012427U
- MD500071U ME012428U
- MD500079U ME012429U
- LH220042A LH23005W
- MD500087U LF325981
- MF044209U MF020108U
- MD250107U MD23239U
- MD500379U ME012431U
- LG040219A LF276493
- MF044085U MF020109U
- MB290101A LF326093
- MD500088U ME012437U
- MD230708U MD230236U
- MF054020U MF020114U
- LG040225A LF354883
- LB045646 MD230234U

UNIT



DESCRIPTION

Welding Source

OLV

5 - Miller Gold Star 652 CC/CU Welding source

- MC250406C
- MC250405C
- MC250417C
- MC160590U
- MC160589U

UNIT

VIN

OLV



DESCRIPTION

Welding Source

3 - Miller XMT350 CC/CV Welding source with Miller 22A wire feed

LF430335A LH120241W
LJ020862A LJ110658U
LG040218A LJ110654U

UNIT



DESCRIPTION

VIN

OLV

9- Miller XMT350 CC/CV Welding Source

UNIT



DESCRIPTION

VIN

OLV

2 - Thermal dynamics cutmaster 82 Plasma cutters

US52256558
US52268244

UNIT



DESCRIPTION VIN OLV

MX1333024519

██████

Thermal Dynamics cutmaster 52 Plasma cutter

UNIT



DESCRIPTION VIN OLV

US52269991

██████

Thermal dynamics cutmaster 152 Plasma cutter

UNIT





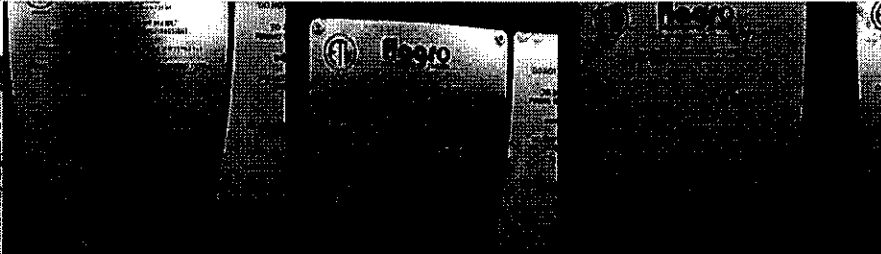

DESCRIPTION VIN OLV

1100-014874



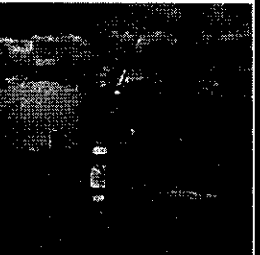
██████

Hypertherm Powermax 1100 Plasma cutting system

UNIT	VIN	OLV
		
DESCRIPTION	Welding Source	Wire Feed
Miller XMT350 CC/CV welder source with Miller S-64 wire feed	MD 230710U KH484264	

UNIT	VIN	OLV
		
DESCRIPTION	VIN	OLV
4 - Flagro Frost Fighters FVO-400, 390,000	OV400-8141 OV400-8700	

HYDRO ASSET INVENTORY

UNIT	VIN	OLV
		
DESCRIPTION	VIN	OLV
8 - Hydro skid, poly tanks, containment skid, hoses, pumps		

UNIT



DESCRIPTION

VIN

OLV

Assorted hydro testing industry and consumables, racks, tooling, box wrenches

UNIT



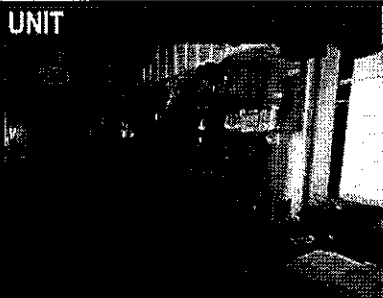
DESCRIPTION

VIN

OLV

DESCRIPTION	VIN	OLV
	BOX END WRENCHES	HAMMER WRENCHES
5	3/4"	3 1 13/16"
12	7/8"	1 2"
6	1"	2 2 3/16"
24	1 1/16"	1 2 1/8"
24	1 1/4"	BREAKER BAR HEADS
2	1 1/2"	2 1 1/4"
1	1 5/16"	3 1 7/16"
29	1 7/16"	1 1 5/8"
14	1 5/8"	1 1 7/8"
16	1 13/16"	3 2"
1	1 7/8"	1 2 3/16"
20	2"	1 2 3/8"
6	2 3/16"	PUMPS
1	2 9/16"	6 2" TRASH PUMPS
3	2 3/8"	7 BAKER PUMPS
	CRESENT WRENCH	4 HASKEL PUMPS
1	15"	MISC
2	18"	4 4 FT X 2FT JOB BOXES
1	24"	3 RIDGID TRI POD STANDS
	PIPE WRENCH	
1	14"	
4	18"	
2	24"	
3	36"	

ASSEMBLY ASSET INVENTORY



UNIT	DESCRIPTION	VIN	OLV
	Quantity	Description	
	8	Tool Box Skids	
	8	4FT Level	
	16	C-Clam p Vise Grips	
	16	18" Pipe Wrench	
	16	2FT Square	
	16	2FT Level	
	16	Plumb Bob	
	8	100FT Tape Measure	
	16	String Line	
	8	1/2" Socket Set	
	8	3/4" Socket Set	
	16	Chain Vise Grips	
	8	Sledge Hammer (short	
	16	Spud Wrenches 15"	
	8	Combination Square	
	16	Crescent Wrench 8"	
	64	1-1/16" Combination	
	64	1 1/4" Combination Wrenches	
	32	1-7/16" Combination	
	32	1-5/8" Combination Wrenches	
	32	1-13/16" Combination	
	32	2" Combination Wrenches	
	8	Handled Wire Brush	
	8	Kuny Tool Bag	

E & I ASSET INVENTORY

UNIT



DESCRIPTION VIN OLV

Quantity Description

- 2 1/2" HAND BENDER
- 2 3/4" HAND BENDER
- 5 1" HAND BENDER
- 3 1 1/4" HAND BENDER
- 1 CHICAGO BENDER
- 1 ELECTRIC BENDER
- 1 GREENLEE VAC
- 1 GREENLEE TUGGER
- 1 SHOP VAC
- 1 RECIPICATING SAW
- 1 R/A DRILL
- 1 LV 470 FASTENER
- 1 PORTABLE BAND SAW
- 2 HILTI HAMMER DRILL
- 1 GREENLEE K/O
- 1 GREENLEE HYD K/O
- 4 RIGID HAND THEADERS
- 4 1/2" RIGID DIES
- 2 3/4" RIGID DIES
- 2 1" RIGID DIES
- 3 1 1/4" RIGID DIES
- 2 1 1/2" RIGID DIES
- 5 2" RIGID DIES
- 2 RIGID REAMER
- 1 TRI STAND
- 1 RIGID ELECTRIC THREADER
- 2 RIGID CUTTER
- 1 BOLT CUTTERS
- 1 EXOTHERMIC MOLD
- 2 HY-PRESS
- 2 ONE SHOT
- 2 EAGLE BEAKS
- 6 BANDERS
- 1 HILTI GUN
- 2 SWAGELOK DEBURRING TOOL
- 2 HEAT GUN
- 3 Sets JACK STANDS

INSULATION ASSET INVENTORY

UNIT



DESCRIPTION

VIN

OLV

14817

Tennsmith HBU48-16 finger brake, 48"

UNIT



DESCRIPTION

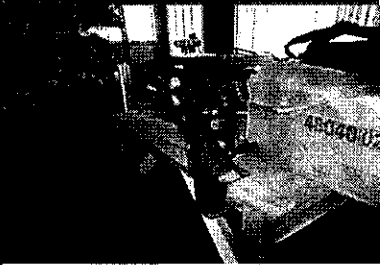
VIN

OLV

58621

Lockformer 24GA Pittsburgh rollformer, auto guide flanging attached

UNIT

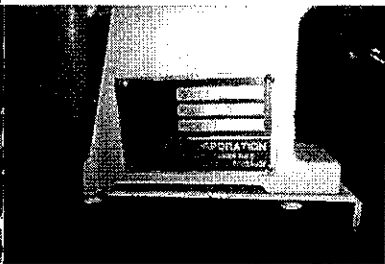
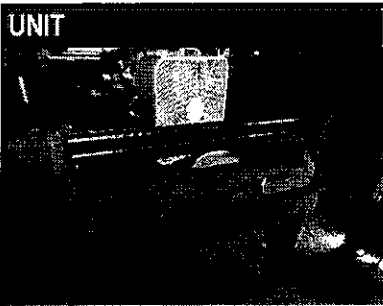


DESCRIPTION

VIN

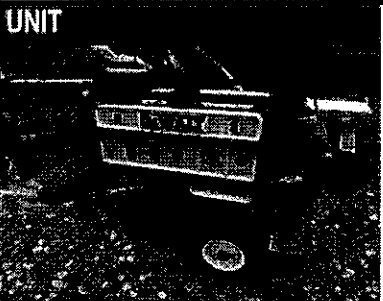
OLV

Flager hand flanger easy edger

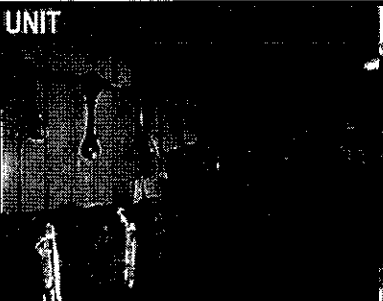


UNIT	VIN	OLV
2017 Em-Pro R-3622 rollformer, 30"	10647	[REDACTED]

TOOL CRIB ASSET INVENTORY



UNIT	VIN	OLV
2-Dewalt DG4300 generators	OBL	[REDACTED]



UNIT	VIN	OLV
13 Come-alongs 8 Chainfalls 1 Stabila laser level 1 Stabila laser level w/ tripod	6 4 5 2	1FT squares Torpedo levels Combination squares Angle finders

95 Harness'	8	Crescent wrenches
129 Landyards	6	Rubber mallots
74 Dog Leashes	9	Sledge hammers
19 Retractable Landyards	21	Pipe wrenches 14"-36"
58 5/6" Grinders	2	Bolt cutters
1 Cordless grinders	3	Quick squares
4 7" Grinders	2	Protractors
3 9" Grinders	3	Radius markers
6 Heat guns	2	Center finder
40 Pnumatic die grinders	2	Claw hammers
32 Electric die grinders	4	Plumb bobs
3 Circular saws	4	Flange pins
2 Cordless Circular saws	13	Chain vise grips
1 Palm sander	3	Tire gauge
2 Shears	1	Air chuck
2 Mag drills	2	Air nozzles
1 Rad gun	7	Chalk lines
1 Cordless resipricationg saw	3	Strap wrenches
1 Jig saw	2	Chain wrenches
12 Corded drills	5	C-clamps
7 Cordless Drills	26	Pin Bars
18 Torque Wrenches 150-600	12	Bessy clamps
1 Hitli epoxy gun	3	Mag tools
1 Hilti stamper w/ stamp set	1	Bristle blaster electric set
2 Hilti hammer drill	2	metal cutting saws
2 Hilti laser level	2	Metal devil saws
2 Hilti grating tools	5	Bottle jacks
1 Torque muliplier kit	6	Rivit guns
2 Greenlee knockout set	2	Center finder
1 Insulation tester	12	C-clamp vise grips
5 Port-a-powers assT rams	12	3/8"-1" drive ratchets
5 Pop-its	15	Chipping hammers
3 Pnumatic impacts	7	Tube cutters
13 Tubing benders 1/4"-3/4"	4	Halogen lamps
2 Radio graph w/ tracks	25	Crowfoot Wrenches
9 Cutting torches	Assorted	Sockets /adaptors /swivels
2 Rosebud torches	Assorted	Hammer combo wrenches
2 Cordless impacts	Assorted	Thread taps / dies
9 Beam clamps	Assorted	Screw drivers / nut drivers
12 Plate clamps	Assorted	Hole saws / kits
28 Portable rod ovens	8	Ridgid pipe threaders
5 Gouging whips	350	3ft -36ft Eyed round slings
10 Fish tapes		
20 100FT tape measures		
21 2FT levels		
6 4FT levels		
4 6FT levels		
7 Wood hand saws		
4 4FT T-squares		
9 2FT squares		

THE FOLLOWING COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 10th DAY OF SEPTEMBER, 2018 BETWEEN GEMINI CORPORATION and GEMEC SERVICES LTD., by and through their receiver and manager, FTI CONSULTING CANADA INC., acting solely in its capacity as the receiver and manager of Gemini Corporation and Gemec Services Ltd. and not in its personal or corporate capacity, and 2129156 ALBERTA LTD.

GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE made as of this _____ day of _____, 2018.

BETWEEN:

GEMINI CORPORATION, and GEMEC SERVICES LTD., (collectively, the "Debtors") by and through their receiver and manager, **FTI CONSULTING CANADA INC.**, acting solely in its capacity as the receiver and manager of the Debtors, and not in its personal or corporate capacity (hereinafter referred to as "Vendor")

- and -

2129156 ALBERTA LTD., a corporation formed pursuant to the laws of Alberta (hereinafter referred to as "**Purchaser**")

WHEREAS FTI Consulting Canada Inc. (the "**Receiver**") was appointed as receiver and manager of the property of the Debtors pursuant to the terms of the Receivership Order (the "**Appointment Order**") granted April 19, 2018 (the "**Date of Appointment**");

AND WHEREAS Vendor wishes to sell, and Purchaser wishes to purchase, the Purchased Assets subject to and in accordance with the terms and conditions contained herein;

NOW THEREFORE, for the consideration provided in the Purchase Agreement and in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the Parties covenant and agree as follows:

1. Definitions

In this General Conveyance, including the recitals hereto, the definitions set forth in the Purchase Agreement are adopted herein by reference and, in addition:

"**Purchase Agreement**" means that Purchase and Sale Agreement between Vendor and Purchaser dated September 10, 2018.

2. Conveyance

Pursuant to and for the consideration provided for in the Purchase Agreement, Vendor hereby sells, assigns, transfers, conveys and sets over to Purchaser the entire right, title, estate and interest of Vendor in and to the Purchased Assets, to have and to hold the same absolutely, together with all benefit and advantage to be derived therefrom free and clear of all Encumbrances.

3. Subordinate Document

This General Conveyance is executed and delivered by the Parties pursuant to the Purchase Agreement and the provisions of the Purchase Agreement shall prevail in the event of a conflict between the provisions of the Purchase Agreement and the provisions of this General Conveyance.

4. No Merger

The covenants, representations, warranties and indemnities contained in the Purchase Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall be no merger of any covenant, representation, warranty or indemnity contained in the Purchase Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.

5. Governing Law

This General Conveyance shall be subject to and interpreted, construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in every regard, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.

6. Enurement

This General Conveyance shall be binding upon and shall enure to the benefit of each of the Parties and their respective administrators, trustees, receivers, successors and assigns.

7. Further Assurances

Each Party will, from time to time and at all times hereafter, at the request of the other Party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

8. Counterpart Execution

This Agreement may be executed and delivered in counterpart and by facsimile or other electronic means and all such executed counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this General Conveyance on the date first above written.

GEMINI CORPORATION and GEMEC SERVICES LTD., by and through their receiver and manager, **FTI CONSULTING CANADA INC.**, acting solely in its capacity as the receiver and manager of Gemini Corporation and Gemec Services Ltd., and not in its personal or corporate capacity

2129156 ALBERTA LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

THE FOLLOWING COMPRISES SCHEDULE "C" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 10th DAY OF SEPTEMBER, 2018 BETWEEN GEMINI CORPORATION and GEMEC SERVICES LTD., by and through their receiver and manager, FTI CONSULTING CANADA INC., acting solely in its capacity as the receiver and manager of Gemini Corporation and Gemec Services Ltd. and not in its personal or corporate capacity, and 2129156 ALBERTA LTD.

APPROVAL ORDER

[See attached]

COURT FILE NUMBER **1801-05326**

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

**IN THE MATTER OF THE RECEIVERSHIP OF
GEMINI CORPORATION AND GEMEC SERVICES
LTD.**

PLAINTIFF ATB FINANCIAL

DEFENDANTS GEMINI CORPORATION AND GEMEC SERVICES LTD.

DOCUMENT **SALE APPROVAL AND VESTING ORDER**

ADDRESS FOR **Fasken Martineau DuMoulin LLP**

SERVICE AND Barristers & Solicitors
 3400 First Canadian Centre

CONTACT 350 - 7 Avenue S.W.

INFORMATION OF Calgary, AB T2P 3N9

PARTY FILING THIS **Attention: Travis Lysak / John Grieve/ Mihai Tomos**

DOCUMENT Telephone: (403) 261-5350 / (587) 233-4107 / (604) 631-4772

 Facsimile: (403) 261-5351

 Email: tlysak@fasken.com / jgrieve@fasken.com /

 mtomos@fasken.com

 File No.: 301498.00003

APPROVAL AND VESTING ORDER

DATE ON WHICH ORDER WAS PRONOUNCED: September 17, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF THE JUDGE WHO MADE THIS ORDER: The Honourable Justice C.M. Jones

UPON the application of FTI Consulting Canada Inc. (the "**Receiver**"), in its capacity as the court-appointed receiver of all of the assets, properties and undertakings of Gemini Corporation ("**Gemini**") and Gemec Services Ltd., (collectively, with Gemini, the "**Debtors**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the Purchase and Sale Agreement dated September <@>, 2017 (the "**Purchase Agreement**") entered into between Gemini, by and through the Receiver, and 2129156 Alberta Ltd. (the "**Purchaser**");

AND UPON having read the Application, the First Report of the Receiver dated September <@>, 2018 (the “**First Report**”), the Confidential Supplemental to the First Report of the Receiver dated September <@>, 2018 (the “**Confidential Supplemental Report**”), the Affidavit of Service and other materials filed in the within proceedings; **AND UPON** hearing the submissions of counsel for the Receiver and any other interested parties appearing at the hearing of the within application, **IT IS HEREBY ORDERED THAT:**

1. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.
2. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

RECEIVER’S ACTIVITIES

3. The actions, conduct and activities of the Receiver, as reported in the First Report, are hereby authorized and approved.

APPROVAL OF PURCHASE AGREEMENT

4. The Transaction as contemplated by the Purchase Agreement which is attached as Appendix “A” to the Confidential Supplemental Report is hereby approved and the Purchase Agreement is determined to be commercially reasonable and the Purchase Price contained therein represents, in the present circumstances, the best possible and realizable value for the subject matter of the Transaction.
5. The Purchase Agreement and the execution and acceptance thereof by the Receiver, (including any amendments that may be agreed upon by the parties), is hereby authorized and approved and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as the Receiver considers to be necessary or desirable for the completion of the Purchase Agreement, for the assignment and conveyance of the Purchased Assets to the Purchaser and to otherwise complete the Transaction.
6. The Receiver is hereby further authorized and directed, subject to the terms and conditions of this Order and the Purchase Agreement, to take such additional steps as the

Receiver considers to be necessary or desirable for the completion of the Transaction, and for the assignment and conveyance of Gemini's right, title and interest in the Purchased Assets to the Purchaser substantially as contemplated by the terms and conditions of this Order and the Purchase Agreement, and for greater certainty, the sale of the Purchased Assets is also approved pursuant to the Receivership Order granted on April 19, 2018 (the "**Receivership Order**").

VESTING PROVISIONS

7. Effective immediately upon the delivery by the Receiver to the Purchaser of a Receiver's Certificate substantially in the form attached hereto as **Schedule "A"** confirming the closing of the Transaction contemplated by the Purchase Agreement, all legal and beneficial ownership of and title to the Purchased Assets, shall vest and is hereby vested in the Purchaser, 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 whether contractual, statutory or otherwise (including without limitation any statutory or builders' liens), executions, levies, charges, or other financial or monetary claims, taxes and arrears of taxes, executions, levies and other rights, limitations, restrictions, interests and encumbrances, whatsoever, howsoever and wheresoever created or arising whether absolute or contingent, fixed or floating, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- a. any encumbrances or charges created by the Receivership Order or any further orders granted in this action; and
- b. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system,

(all of which are collectively referred to as the "**Encumbrances**").

For greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

8. For greater certainty, the Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever to any entity having a Claim.

CLOSING OF THE SALE TRANSACTION

9. The closing of the Transaction shall be effected in accordance with the terms of the Purchase Agreement and such amendments to the Purchase Agreement as may be agreed to in writing between the Purchaser and the Receiver.

10. For the purposes of determining the nature and priority of Claims, the net proceeds arising out of the Purchase Agreement shall stand in the place and stead of the Purchased Assets and all Claims shall attach solely to such net proceeds with the same validity, priority and in the same amounts and subject to the same defences that were or may have been available immediately prior to the closing of the Transaction as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the closing of the Transaction.

11. Upon the closing of the Transaction, Gemini and all persons who claim in respect of the Purchased Assets, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such person other than the Receiver remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession of same to the Purchaser or its nominee.

12. If the Transaction is for any reason not completed the Receiver and the Purchaser are hereby given leave to re-apply to this Honourable Court for such variations and modifications to the within Order as may be necessary and prudent in the circumstances, including without limitation reinstatement of affected Claims.

GENERAL

13. Notwithstanding:

- a. the pendency of these proceedings;

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

the vesting of the Purchased Assets and the assignment and conveyance of the Purchased Assets to the Purchaser pursuant to the Purchase Agreement as approved by this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable, shall not constitute or be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, and shall not constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

14. No authorization or approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Purchase Agreement, other than authorizations, approvals or exemptions from requirements therefor previously obtained and currently in force, if any.

15. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, United States or elsewhere to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

SERVICE OF THIS ORDER

16. This Order shall be sufficiently served by serving the same on the service list, in the same manner as the Application was served and by posting a copy of the same on the Receiver's website at: <http://cfcanada.fticonsulting.com/Gemini>.

17. Service of this Order on any other interested person in any other manner than set out above is hereby dispensed with.

Justice of the Court of Queen's Bench of Alberta

Schedule "A"

COURT FILE NUMBER **1801-05326**

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

**IN THE MATTER OF THE RECEIVERSHIP OF
GEMINI CORPORATION AND GEMEC SERVICES
LTD.**

PLAINTIFF ATB FINANCIAL

DEFENDANTS GEMINI CORPORATION AND GEMEC SERVICES LTD.

DOCUMENT **RECEIVER'S CERTIFICATE**

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

Attention: Travis Lysak / John Grieve/ Mihai Tomos
Telephone: (403) 261-5350 / (587) 233-4107 / (604) 631-4772
Facsimile: (403) 261-5351
Email: tlysak@fasken.com / jgrieve@fasken.com /
mtomos@fasken.com
File No.: 301498.00003

RECITALS

A. Pursuant to an Order of the Honourable Justice B.E.C. Romaine of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated April 19, 2018 FTI Consulting Canada Inc. was appointed as the receiver (the "**Receiver**") of assets, properties and undertakings of Gemini Corporation ("**Gemini**") and Gemec Services Ltd.

B. Pursuant to an Order of the Court dated September 17, 2018, the Court approved the Purchase and Sale Agreement made as of <@>, 2018 (the "**Purchase Agreement**") between the Receiver and 2129156 Alberta Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of Gemini's right, title and interest in and to the Purchased Assets, which vesting is to

be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) that the conditions to closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser; and (ii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The conditions to closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee);
2. The Transaction has been completed to the satisfaction of the Receiver; and
3. This Certificate was delivered by the Receiver at _____ on _____, 2018.

FTI Consulting Canada Inc., in its capacity as Receiver of the assets, properties and undertakings of Gemini Corporation and Gemec Services Ltd. and not in its personal capacity.

Per: _____

Name:

Title:

THE FOLLOWING COMPRISES SCHEDULE "D" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 10th DAY OF SEPTEMBER, 2018 BETWEEN GEMINI CORPORATION and GEMEC SERVICES LTD., by and through their receiver and manager, FTI CONSULTING CANADA INC., acting solely in its capacity as the receiver and manager of Gemini Corporation and Gemec Services Ltd. and not in its personal or corporate capacity, and 2129156 ALBERTA LTD.

[VENDOR'S][PURCHASER'S] OFFICER'S CERTIFICATE

TO: [Name of Vendor/Purchaser] [(the "Vendor")] [(the "Purchaser")]

RE: Purchase and Sale Agreement dated September 10, 2018 between Vendor and Purchaser (the "Agreement")

Unless otherwise defined herein, the definitions provided for in the Agreement are adopted in this certificate (the "Certificate").

I, [Name], [Position] of [Name of Vendor/Purchaser] [(the "Vendor")] [(the "Purchaser")] hereby certify that as of the date of this Certificate:

1. The undersigned is personally familiar, in [his][her] capacity as an officer of [Vendor][Purchaser], with the matters hereinafter mentioned.
2. Each of the covenants, representations and warranties of the [Vendor][Purchaser] contained in Article 4 of the Agreement were true and correct in all material respects when made and are true and correct in all material respects as of the Closing Date.
3. All obligations of [Vendor][Purchaser] contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.
4. This Certificate is made for and on behalf of the [Vendor][Purchaser] and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.
5. This Certificate is made with full knowledge that the [Vendor][Purchaser] is relying on the same for the Closing of the transactions contemplated by the Agreement.

IN WITNESS WHEREOF, I have executed this Certificate this ____ day of _____, 2018.

[Name of Vendor/Purchaser]

Per: _____

Name:

Title:

THE FOLLOWING COMPRISES SCHEDULE “E” ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 10th DAY OF SEPTEMBER, 2018 BETWEEN GEMINI CORPORATION and GEMEC SERVICES LTD., by and through their receiver and manager, FTI CONSULTING CANADA INC., acting solely in its capacity as the receiver and manager of Gemini Corporation and Gemec Services Ltd. and not in its personal or corporate capacity, and 2129156 ALBERTA LTD.

TRANSITION SERVICES AGREEMENT

[See attached]

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement (this "**Agreement**") dated this ____ day of _____, 2018 is made between **GEMINI CORPORATION**, by and through its receiver and manager, **FTI CONSULTING CANADA INC.**, acting solely in its capacity as the receiver and manager of Gemini Corporation, and not in its personal or corporate capacity ("**Seller**"), and **2129156 ALBERTA LTD.**, a corporation formed pursuant to the laws of Alberta ("**Buyer**") (Seller and Buyer, collectively, the "**Parties**").

RECITALS

WHEREAS Seller and Buyer are parties to an asset purchase agreement dated as of September 10, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**") pursuant to which Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller the Purchased Assets on and subject to the terms and conditions more particularly set out in the Purchase Agreement;

AND WHEREAS under Section 3.2(c) of the Purchase Agreement the Parties have agreed to enter into this Agreement whereby Seller shall provide to Buyer those Transition Services more fully described herein following Closing until the Termination Date on the terms and conditions set forth herein;

AND WHEREAS pursuant to an Approval and Vesting Order issued by the Court on September 17, 2018, the Purchase Agreement and the transactions contemplated therein, including the entry by the Parties into this Agreement, were approved by the Court;

NOW THEREFORE, in consideration of the premises, the mutual promises herein made, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

- (a) All capitalized terms used but not defined in this Agreement have the meanings set out in the Purchase Agreement.
- (b) The provisions of Section 1.3 of the Purchase Agreement shall apply to this Agreement *mutatis mutandis*.

2. Transition Services

- (a) From the date hereof to the Termination Date, and subject to the terms herein contained, Seller shall provide and make available the employees to provide the services listed in Schedule "A", as reasonably requested by Buyer and required to perform the requested services: Seller personnel, Books and Records, payroll systems and other systems to Buyer in order to assist Buyer in their operation of the Purchased Assets and to effect any licence transfer, if applicable, Specific Conveyance or do any other thing or take any other action reasonably necessary

to give timely effect to Seller's obligations under the Purchase Agreement (collectively, the "**Transition Services**").

- (b) Seller shall perform the Transition Services (i) in good faith on a commercially reasonable basis and in accordance with Applicable Law and generally accepted, sound and workmanlike industry accepted practices, and (ii) as an independent contractor (and nothing in this Agreement shall make Seller a partner, fiduciary, joint venturer or employee of Buyer). Without limiting the provisions of the Purchase Agreement, except as expressly appointed as Buyer's agent in writing (and then only in respect of such matters), the performance of the Transition Services shall not make Seller the legal representative or agent of Buyer, nor shall Seller have the right or authority, either express or implied, to assume, create or incur any Liability or obligation against, in the name of, or on behalf of any of Buyer.
- (c) Seller shall keep the lease for the downtown office located at 839 5 Avenue SW Calgary, AB T2P 3C8 for a period of sixty (60) days following the Closing Date at no cost to Buyer.
- (d) All employees and representatives of Seller engaged in the performance of the Transition Services, as set forth in Schedule "A" to this Agreement, shall continue to be employees and representatives of Seller, and shall not be deemed employees or representatives of Buyer, and Seller shall be fully and solely responsible for all wages, benefits, withholdings, termination pay, claims and other obligations to all such employees and representatives and shall have the sole right to exercise all authority with respect to the employment (including termination of employment) of such employees and representatives.
- (e) Buyer shall pay all of Seller's costs to perform the Transition Services without any mark-up by Seller.

3. **Term and Termination**

- (a) This Agreement shall have an initial term (the "**Initial Term**") of sixty (60) days from the date hereof. The Initial Term may be extended from time to time (each such extension, an "**Extension Term**") by the mutual agreement of the Parties.
- (b) This Agreement shall terminate on such date (the "**Termination Date**") that is the earlier of (i) the end of the Initial Term or any Extension Term, (ii) the mutual agreement of the Parties to terminate, and (iii) the election of Seller.

4. **Further Assurances**

Each Party shall from time to time hereafter, at the reasonable request of another Party, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

5. Governing Law

- (a) This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the Province of Alberta applicable hereto.
- (b) Each of the Parties acknowledges and agrees (i) that any proceeding relating to this Agreement may (but need not) be brought in the court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Alberta Court of Queen's Bench in the judicial centre of Calgary; and (ii) that it irrevocably waives any right to, and shall not, oppose any such proceeding in the court on any jurisdictional basis, including *forum non conveniens*.

6. Assignment

This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of law or otherwise without the express written consent of the other Party (which consent may be granted or withheld in the sole discretion of such other Party), but no such assignment shall relieve Seller of its obligations under this Agreement.

7. Entire Agreement; Amendments

Subject to the Purchase Agreement, this Agreement constitutes the complete and exclusive statement of the terms and conditions of the agreement between Seller and Buyer with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by each of Seller and Buyer.

8. Third Party Beneficiaries

Except as contemplated by Section 10, the Parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns, and, no Person, other than the Parties and their successors and permitted assigns, shall be entitled to rely on the provisions hereof in any action.

9. Severability

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

10. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

11. Counterparts

This Agreement and any amendment hereto may be executed in two or more counterparts, each of which shall be deemed to be an original of this Agreement or such amendment and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by facsimile or email attachment shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

[Signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

GEMINI CORPORATION, by and through its receiver and manager, **FTI CONSULTING CANADA INC.**, acting solely in its capacity as the receiver and manager of Gemini Corporation, and not in its personal or corporate capacity

2129156 ALBERTA LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

(Signature Page to the Transition Services Agreement)

SCHEDULE "A"
EMPLOYEE LIST

[See attached]