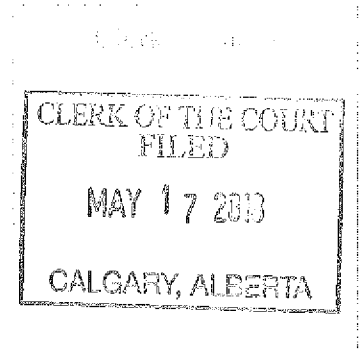


COURT FILE NUMBER 1801-06866

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY



IN THE MATTER OF THE RECEIVERSHIP OF MUSTANG WELL SERVICES LTD., KKSr ENTERPRISES LTD., COMPLETE OILFIELD MANUFACTURING INC., REACTION OILFIELD SUPPLY (2012) LTD. and MRBD LTD.

APPLICANT ATB FINANCIAL

RESPONDENT(S) MUSTANG WELL SERVICES LTD., KKSr ENTERPRISES LTD., COMPLETE OILFIELD MANUFACTURING INC., REACTION OILFIELD SUPPLY (2012) LTD. and MRBD LTD.

DOCUMENT **SALE APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

GOWLING WLG (CANADA) LLP
 Barristers & Solicitors
 Tom Cumming
 1600, 421 – 7th Avenue SW
 Calgary, Alberta, T2P 4K9
 Telephone: 403-298-1938
 Facsimile: 403-695-3538
 Email: tom.cumming@gowlingwlg.com
 File: A155881

DATE ON WHICH ORDER WAS PRONOUNCED: May 17, 2017

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice A.D. MacLeod

UPON THE APPLICATION of ATB Financial (“ATB”), the first mortgagee of the lands and premises legally described as Plan 1323928 Block 1 Lot 9, excepting thereout all mines and minerals, having an area of 2.44 hectares (6.03 acres) more or less and having a civic address of 135 46272 Highway 56, Rural Camrose County, Alberta (the “Property”), for an order

approving the sale transaction (the "**Transaction**") contemplated by the commercial purchase contract dated February 20, 2018 (the "**Sale Agreement**") between KKS SR Enterprises Ltd. (the "**Debtor**") as vendor and 1625066 Ontario Ltd. (the "**Purchaser**") as buyer and appended to the pre-filing report of FTI Consulting Canada Inc. ("**FTI**") dated May 14, 2018 (the "**Pre-Filing Report**") and vesting in the Purchaser the Debtor's right, title and interest in and to the Property, title to which Property is evidenced by Land Title Certificate No. 132 341 377 which is attached hereto as **Schedule "A"** (the "**Certificate of Title**"); **AND UPON HAVING READ** the Affidavit of Trina Holland, the Pre-Filing Report, and the Affidavit of Service of Kristy DeLure, filed; **AND UPON HEARING** the submissions of counsel for the ATB, FTI in its capacity as receiver of the assets, undertaking and property of the Debtor appointed pursuant to an Order of this Honourable Court pronounced on this date (in such capacity, the "**Receiver**", and such Order, the "**Receivership Order**"), and other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. 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.

Approval of Sale Agreement

2. The Transaction is hereby approved with such amendments as the Receiver may deem necessary. The Sale Agreement is hereby declared to be valid, binding and enforceable pursuant to its terms, and the requirement for KKS SR to execute the Sale Agreement is hereby dispensed with. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents, for and on behalf of the Debtor, as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Property to the Purchaser.

Vesting of Property

3. Upon the delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Property shall vest absolutely in

the name of the Purchaser (subject to paragraph 5(a) of this Order), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, caveats, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”), including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) the lease in favour of Mustang Well Services Ltd. registered against title to the Property by Instrument No. 142 049 655
- (c) a mortgage in favour of ATB registered against title to the Property by Instrument No. 132 341 378;
- (d) an assignment of rents and leases in favour of ATB registered against title to the Property by Instrument No. 132 341 379;
- (e) a tax notification registered by Camrose County against title to the Property as Instrument No. 182 089 420;
- (f) 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**”, which term shall not include the interests, caveats, easements and restrictive covenants listed on **Schedule “C”** (the “**Permitted Encumbrances**”)), and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Property are hereby expunged and discharged as against the Property.

4. Upon the delivery of the Receiver’s Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of

Alberta (the "**Registrar**") is hereby authorized, requested, and directed to (a) cancel the Certificate of Title for the Property, (b) to transfer title to the Property to and in the name of the Purchaser, (c) to cancel any registrations of the Encumbrances against title to the Property, (d) to issue a new certificate of title for the Property in the name of the Purchaser, and (e) to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Property to the Purchaser, which certificate of title shall be subject only to the Permitted Encumbrances, and presentment of a certified copy of this Order together with the Receiver's Certificate shall be the Registrar's sole and sufficient authority.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.
6. For the purposes of determining the nature and priority of the Claims and Encumbrances, the net proceeds from the sale of the Property (the "**Proceeds**") shall stand in the place and stead of the Property and shall be held in trust by the Receiver, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the Proceeds with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
7. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
8. The Debtor and all persons who claim by, through or under the Debtor in respect of the Property, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Property and, to the extent that any such persons remains in possession or control of any of the Property, they shall forthwith deliver possession thereof to the Purchaser.

9. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Property for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
10. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
11. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.
12. Except for the payment of taxes evidence by the Encumbrance referred to in paragraph 3(e) hereof, the Receiver shall not distribute the Proceeds without further order of this Honourable Court.
13. Nothing in this Order shall prejudice any person's *in personam* claim against the Debtor.
14. 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 the Debtor and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made in respect of the Debtor,

the vesting of the Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. The Receiver, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

Miscellaneous

16. In connection with the completion of the Transaction, FTI shall act only in its capacity as Receiver and shall have no liability or obligations in its personal or corporate capacity in respect thereof or under the Sale Agreement, including without limitation with respect to any representations and warranties by the Debtor in favour of the Purchaser.
17. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
18. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
19. Service of this Order on any party not attending this application is hereby dispensed with.

"Justice A.D. MacLeod"
J.C.C.Q.B.A.

SCHEDULE "A"
CERTIFICATE OF TITLE

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

132 341 377

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T4V1X3
122 226 817	18/07/2012	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - FORTISALBERTA INC. 700, 801 - 7 AVE SW CALGARY ALBERTA T2P3P7 AGENT - JOSH DEAN
132 294 084	17/09/2013	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - CAMROSE COUNTY. 3755-43 AVENUE CAMROSE ALBERTA T4V3S8 AGENT - A HOWARD
132 294 085	17/09/2013	UTILITY RIGHT OF WAY GRANTEE - CAMROSE COUNTY.
132 294 086	17/09/2013	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - CAMROSE COUNTY. 3755-43 AVENUE CAMROSE ALBERTA T4V3S8 AGENT - A HOWARD
132 341 378	22/10/2013	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 700 7300 48 AVE CAMROSE ALBERTA T4V4W2 ORIGINAL PRINCIPAL AMOUNT: \$2,800,000
132 341 379	22/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ALBERTA TREASURY BRANCHES. 700 7300 48 AVE CAMROSE ALBERTA T4V4W2 AGENT - WAYNE THRONDSO
142 049 655	14/02/2014	CAVEAT RE : LEASE INTEREST CAVEATOR - MUSTANG WELL SERVICES LTD. 3200 MANULIFE PLACE, 10180 101 ST (CONTINUED)

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON
ALBERTA T5J3W8
AGENT - WESLEY M PEDRUSKI

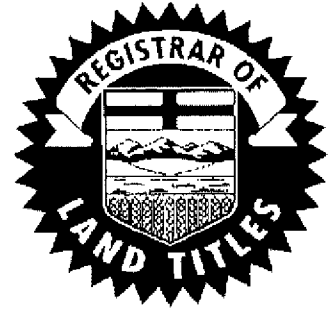
182 089 420 20/04/2018 TAX NOTIFICATION
BY - CAMROSE COUNTY,
3755-43 AVENUE
CAMROSE, ALBERTA
T4V3S8

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 11 DAY OF MAY,
2018 AT 12:28 P.M.

ORDER NUMBER: 35086459

CUSTOMER FILE NUMBER: A155881



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

SCHEDULE "B"
RECEIVER'S CERTIFICATE

COURT FILE NUMBER	1801-
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY

Clerk's Stamp:

IN THE MATTER OF THE RECEIVERSHIP OF MUSTANG WELL
SERVICES LTD., KKSER ENTERPRISES LTD., COMPLETE
OILFIELD MANUFACTURING INC., REACTION OILFIELD
SUPPLY (2012) LTD. and MRBD LTD.

APPLICANTS	ATB FINANCIAL
RESPONDENT(S)	MUSTANG WELL SERVICES LTD., KKSER ENTERPRISES LTD., COMPLETE OILFIELD MANUFACTURING INC., REACTION OILFIELD SUPPLY (2012) LTD. and MRBD LTD.
DOCUMENT	CERTIFICATE

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

CASSELS BROCK & BLACKWELL LLP
Barristers & Solicitors
Jeffrey Oliver
Suite 3810, Bankers Hall West
888 3rd Street SW, Calgary, Alberta, T2P 5C5
Telephone: 403-351-2921
Facsimile: 403-648-1151
Email: joliver@casselsbrock.com

RECITALS

A. Pursuant to an Order of the Honourable Justice A.D. MacLeod of the Court of Queen's Bench of Alberta (the "**Court**") pronounced on May 17, 2018, FTI Consulting Canada Inc. ("**FTI**") was appointed as receiver of the assets, undertaking and property of KKSER Enterprises Ltd. (the "**Debtor**" and FTI, in such capacity, the "**Receiver**").

B. Pursuant to an Order of the Honourable Justice A.D. MacLeod of the Court of Queen's Bench of Alberta (the "**Order**") pronounced on May 17, 2018, the Court approved the sale

transaction contemplated by the commercial purchase contract dated February 20, 2018 (the “**Sale Agreement**” and such transaction being the “**Transaction**”) between KKSR Enterprises Ltd. (the “**Debtor**”) as vendor and 1625066 Ontario Ltd. (the “**Purchaser**”) as buyer and provided for the vesting in the Purchaser of KKSR’s right, title and interest in and to the KKSR Property, which vesting is to be effective with respect to the Property (as defined in the Order) upon the delivery to the Purchaser of a certificate of the Receiver confirming (i) the payment by the Purchaser of the purchase price for the Property (the “**Purchase Price**”); (ii) that the conditions to closing of the Transaction (the “**Conditions**”) have been satisfied or waived; and (iii) the Transaction has been completed.

ATB FINANCIAL CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Property payable on the closing pursuant to the Sale Agreement;
2. The Conditions have been satisfied or waived by the Receiver or Purchaser, as applicable; and
3. The Transaction has been completed.

This Certificate was delivered by the Receiver to the Purchaser at : pm on , 2018.

FTI CONSULTING CANADA INC., in its capacity as receiver of the assets, undertaking and property of **KKSR Enterprises Inc.**, and not in its personal or corporate capacity

Per: _____

Name:

Title:

SCHEDULE "C"
PERMITTED ENCUMBRANCES

Interest Number	Particulars
5578UT	Utility Right of Way GRANTEE - ANKERTON GAS CO-OP LTD.
052 245 832	Utility Right of Way GRANTEE - BATTLE RIVER RURAL ELECTRIFICATION ASSOCIATION LIMITED.
122 226 817	Utility Right of Way CAVEATOR - FORTISALBERTA INC
132 294 084	Caveat RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - CAMROSE COUNTY
132 294 085	Utility Right of Way GRANTEE - CAMROSE COUNTY
132 294 086	Caveat RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - CAMROSE COUNTY.