

COURT FILE NUMBER 1803-22289

COURT COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF ATB FINANCIAL

DEFENDANT D.L.M. OILFIELD ENTERPRISES
LTD.

APPLICANT ERNST & YOUNG INC., in its capacity
as the Court-appointed Receiver of
D.L.M. OILFIELD ENTERPRISES
LTD.



DOCUMENT APPLICATION

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

MLT AIKINS LLP
Barristers and Solicitors
10235 101 Street NW, Suite 2200
Edmonton, Alberta T5J 3G1
Phone: 780.969.3506/403.693.4347
Fax: 780.969.3549
Attention: Dana M. Nowak / Catrina J. Webster
File: 7230-35

NOTICE TO RESPONDENTS (Service List, attached hereto as Schedule "A"):

This application is made against you. You are a respondent. You have the right to state your side of this matter before the master.

To do so, you must be in Court when the application is heard as shown below:

Date June 27, 2019
Time 10:00 a.m.
Where Edmonton Law Courts
Before The Honourable Justice J.H. Goss in Chambers
(Booked on the Commercial List)

Go to the end of this document to see what else you can do and when you must do it.

Remedy Claimed or Sought:

Procedural Relief

1. An abridgement, if necessary, of the time for service of this Application and materials in support thereof, and an Order declaring service of same to be good and sufficient.

Sale Approval and Vesting Order

2. An Order substantially in the form attached hereto as **Schedule "B"** approving the sale of certain assets (collectively, the "**Assets**" or the "**Equipment**") of D.L.M Oilfield Enterprises Ltd. ("**DLM**") in accordance with an auction and liquidation agreement (the "**Auction Agreement**") between Ernst & Young Inc., in its capacity as the Court-appointed Receiver of DLM (the "**Receiver**") and Maynards Industries Canada Ltd. ("**Maynards**") received pursuant to the Asset Sale Invitation (as defined below) conducted by the Receiver.
3. An Order vesting right, title, and interest in and to DLM's Assets to the end purchasers after Maynards completes the proposed auction sale (the "**Auction Sale**") free and clear of all encumbrances upon the fulfillment and waiver of the respective conditions, and closing of the transactions as contemplated, in accordance with the terms of the Auction Agreement or otherwise deemed appropriate by the Court.
4. An Order authorizing and directing the Receiver to take all steps reasonably required to carry out the terms of the Auction Agreement and the Auction Sale.

Order Directing Release of Personal Property

5. An Order substantially in the form attached hereto as **Schedule "C"** directing Diamond International Trucks Ltd. ("**Diamond International**") to surrender possession of certain personal property (as described below) so that same may be sold in the Auction Sale pursuant to the terms of the Auction Agreement.

Sealing Order

6. An Order substantially in the form attached hereto as **Schedule "D"** sealing the offers and proposals received by the Receiver as a result of the Auction Sale Invitation (as defined below) as set out in the Confidential Supplement (the "**First Confidential Supplement**") to the Receiver's First Report dated June 14, 2019 (the "**Receiver's First Report**") until such time as the transactions contemplated by the Auction Agreement closes.

Miscellaneous Relief

7. An Order approving the actions of the Receiver to date as set out in the Receiver's First Report and the First Confidential Supplement.
8. An Order granting leave to the Receiver to apply to this Court for advice and directions as may be necessary to carry out the terms of any Orders granted at the within Application.
9. Costs of this Application, in particular as they relate to Diamond International further described below.
10. An Order granting such other and further relief as the circumstances may require and as this Honourable Court shall deem appropriate.

Grounds for Making the Application:

Sale Approval and Vesting Order

11. On February 8, 2019, Ernst & Young Inc. was appointed the receiver and manager over all of the current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the "**Property**") of DLM by Order of the Honourable Justice K.P. Feehan of the Court of Queen's Bench of Alberta.

12. DLM operated as an oilfield service business for conventional oil production and SAGD facilities in the greater Bonnyville, Elk Pont, Lloydminster and Wabasca areas in Northern Alberta.
13. The Assets and Equipment of DLM consist of various types of equipment and rolling stock, including a fleet of heavy equipment that includes flushbys, pressure trucks, semi-vacs, bodyjob-vacs, fluid haulers, coil tubing units, steamer-vacs and steamers.
14. In April 2019, the Receiver commenced a sale process to generate interest and offers/proposals for the sale of DLM's Assets (the "**Asset Sale Invitation**").
15. The Receiver took the following steps respecting the Asset Sale Invitation:
 - a. repairing and cleaning a large portion of DLM's Assets to maximize sales proceeds;
 - b. compiling a list of prospective purchasers, including several liquidators for DLM's Assets, and providing those prospective purchasers with the Asset Sale Invitation;
 - c. posting the Asset Sale Invitation to the Receiver's web page;
 - d. advertising the Asset Sale Invitation in the following publications: the Edmonton Sun, the Daily Oil Bulletin, the Bonnyville Nouvelle, and the Insolvency Insider;
 - e. with the assistance of a trade association in the U.S.A., distributing the AssetSale Invitation to approximately 200 members of the trade association.
16. As set out in the Receiver's First Report, in reviewing the offers and proposals received in response to the Asset Sale Invitation, the Receiver considered the following:
 - a. the amounts offered and whether the offer was an outright purchase, a net minimum guarantee proposal or a combination thereof;
 - b. the forced liquidation value of the desk-top appraisal of DLM's assets completed by the Receiver's in-house capital asset valuation team;
 - c. the impact of any other requirements of the Receiver in relation to such offers such as timing issues and the anticipated costs to the estate in each scenario (if any). For the information of the Court, the estimated monthly costs for insurance, rent, security, and other related costs (based primarily on expenses paid to date) to maintain DLM's locations are approximately \$64,500.

17. The Receiver is of the view that the Asset Sale Invitation has been broadly exposed to the market for a substantial period of time and the Letter of Intent submitted by Maynards, as detailed in the First Confidential Supplement, represents the highest net realization value to the stakeholders of DLM which is available in the circumstances.
18. The Receiver is of the view that and has recommended that, based on the offers and proposals received in response to the Asset Sale Invitation, the Maynards Auction Agreement should be approved by this Honourable Court.

Order Directing Release of Personal Property

19. Pursuant to s. 3 of the *Garage Keepers' Lien Act*, R.S.A. 2000, c. G-2 (the "**GKLA**"), Diamond International asserts a possessory statutory lien against a 2013 International Flush-By Truck having Serial No. 1HTNWSMT6DJ328935 and all accessories thereto (the "**Flush-By**"), which is in addition to Diamond International having registered two lien interests against the Flush-By at the Alberta Personal Property Registry as follows:
 - (a) January 3, 2019: \$10,472.48 (in relation to repairs completed); and
 - (b) May 13, 2019: \$6,825.00 (in relation to storage fees).
20. The Receiver advised Diamond International that it was necessary to sell the Flush-By in the Auction Sale so as to liquidate the Assets of DLM in the most efficient and cost-effective manner as possible and further confirmed that the Receiver would not take the position that Diamond International's voluntary surrender of the Flush-By to the Receiver would invalidate its lien claim. Otherwise put, the Receiver demanded return of the Flush-By without prejudice to Diamond International's right to later assert a lien interest against the proceeds of the sale of the Flush-By.
21. Diamond International refuses to release the Flush-By to the Receiver.
22. Consequently, the Receiver is seeking an Order directing Diamond International to surrender possession of the Flush-By so that it may be sold at the Auction Sale. The surrender of the Flush-By would be without prejudice to Diamond International's right to later assert a lien interest in the proceeds of the sale of the Flush-By.

Sealing Order

23. The First Confidential Supplement contains confidential information with respect to the terms of the Auction Sale.
24. There will be negative impact and prejudice to stakeholders in the event such confidential information were disclosed to the public and the transactions contemplated by the Auction Sale were to not close and the sales process regarding the sale of the Assets were resumed.

Miscellaneous Relief

25. All of the actions of the Receiver in the court of the administration of the Receivership of DLM to date are reasonable and appropriate in the circumstances.
26. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or Evidence To Be Relied Upon:

- (a) This notice of Application, filed;
- (b) The Receiver's First Report dated June 14, 2019, filed;
- (c) The First Confidential Supplement to the Receiver's First Report dated June 14, 2019;
- (d) The Receivership Order granted February 8, 2019 and in particular paragraph 3 thereof;
- (e) The inherent jurisdiction of this Honourable Court to control its own process; and
- (f) Such further and other material as counsel may advise and this Honourable Court may permit.

Applicable Rules:

- (a) Rules 11.27 and 13.5 of the Alberta *Rules of Court*.

Applicable Acts and Regulations:

- (a) The *Judicature Act*, R.S.A. 2000, c. J-2, as amended, specifically section 8.

How the Application is Proposed to be Heard or Considered:

- (a) In person before the Honourable Justice J.H. Goss in Chambers (booked on the Commercial List).

WARNING TO THE RESPONDENT:

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE "A"
SERVICE LIST

SERVICE LIST

Receiver

Party	Counsel
Ernst & Young Inc. EPCOR Tower 10423 - 101 Street, Suite 1400 Edmonton AB T5H 0E7 Attention: Matt McCulloch Email: matt.mcculloch@ca.ey.com Attention: Daniel Pintaric Email: Daniel.Pintaric@ca.ey.com	MLT Aikins LLP 2200, 10235 – 101 Street NW Edmonton, AB T5J 3G1 Attention: Dana M. Nowak Email: dnowak@mltaikins.com Attention: Catrina Webster Email: cwebster@mltaikins.com

Secured Creditors

Party	Counsel
Alberta Treasury Branches Equipment Finance 585 – 8 Avenue SW Calgary, AB T2P 1G1 ATB Financial 25 th Floor, 10020 – 100 Street Edmonton, AB T5J 0N3	McCarthy Tétrault LLP Suite 4000, 421 - 7th Avenue SW Calgary AB T2P 4K9 Attention: Sean Collins Email: scollins@mccarthy.ca Attention: Pantelis Kyriakakis Email: pkyriakakis@mccarthy.ca
ARI Financial Services Inc. 600 – 1270 Central Parkway West Mississauga, ON L5C 4P4 Fax: 905.803.8644	

Bank of Montreal 5750 Explorer Drive Mississauga, ON L4W 0A9 Attention: Cameron Ferris Email: cameron.ferris@bmo.com	
Bond Mezzanine Fund III Limited Partnership Suite 1730, 1111 West Georgia Street Vancouver, BC V6E 4M3	Duncan Craig LLP 2800 Scotia Place, 10090 Jasper Avenue Edmonton, Alberta T5J 3V9 Attention: Darren Bieganek, QC Email: dbieganek@dcclp.com
De Lage Landen Financial Services Canada Inc. Attention: Karren Viersen Email: kviersen@leasedirect.com	
GM Financial Canada Leasing Ltd. 2001 Sheppard Ave. Ste 600 Toronto, ON M2J 4Z8	
RCAP Leasing Inc. 5575 North Service Rd., Suite 300 Burlington, ON L7L 6M1 Email: rcap.collections@rcapleasing.com	
Greatwest Truck Lease & Rentals Ltd. 5909 6 Street SE Calgary, AB T2H 1L8 Attention: Russell M. Email: Russelm@greatwestkenworth.com	
Paccar Financial Services Ltd. 6711 Mississauga Rd. N., Ste 500 Mississauga, ON L5N 4J8 Attention: Deon Herbert Email: dean.herbert@paccar.com	

Triton Enterprises Ltd. Box 237 Neilburg, SK S0M 2C0 Shaun Herle Box 237 Neilburg, SK S0M 2C0	Robertson Moskal Sarsons 3801A – 51 Avenue (Southridge Commons) P.O. Box 1680 Lloydminster, SK/AB S9V 1K6 Attention: Thomas WJ Hall Email: thall@lloydlaw.ca
Xerox Canada Ltd. 33 Bloor St. E. 3 rd Floor Toronto, ON M4W 3H1 Phone: 416.921.0210	

Landlords

Party	Counsel
Alco Enterprises Ltd. PO Box 383 Elk Point, AB T0A 1A0	Miller Thomson LLP 2700 Commerce Place 10155 - 102 Street Edmonton, Alberta T5J 4G8 Attention: Stephanie Wanke Email: swanke@millerthomson.com
1242284 AB Ltd. Box 6961 Bonnyville, AB T9N 2H9	

Lien Claimants

Party	Counsel
Diamond International Trucks Ltd.	Prowse Chowne Suite 1300, 10020 101A Avenue NW Edmonton, AB T5J 3G2 Attention: Amber Kruger Email: akruger@prorowsechowne.com

Truck Zone Inc. 6015 – 50 Ave. Bonnyville, AB T9N 2L3 Email: service.bv@truckzone.ca Attention: Christina Chomyk Email: cchomyk@truckzone.ca	
New-Line Products Ltd. 9415 189 th Street Surrey, BC V4N 5L8 Email: sales@new-line.com	
T. Fowler Mechanical Ltd. Box 663 Glendon, AB T0A 1P0	
Edmonton Kenworth Ltd. 17335 118 Avenue Edmonton, AB T5S 2P5	

Other Interested Parties

Party	Counsel
Maynards Industries Canada Ltd.	Fasken Martineau LLP 3400, 350 – 7 Avenue SW Calgary, AB T2P 3N9 Attention: Travis P. Lysak Email: tlysak@fasken.com Attention: Andrew Burt Email: aburt@fasken.com
Canada Revenue Agency 9700 Jasper Avenue NW Edmonton, AB T5J 4C8	With a copy to: Department of Justice (Canada) #300, 10423 – 101 Street NW Edmonton, AB T5H 0E7 Attention: George F. Body Email: George.Body@justice.gc.ca

D.L.M. Oilfield Enterprises Ltd.	Bennett Jones LLP 3200 Telus House, South Tower 10020 – 100 Street Edmonton, AB T5J 0N3 Attention: Drew Broughton Email: broughtona@bennettjones.com Attention: Alexis Teasdale Email: treasdalea@bennettjones.ca
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Unsecured Creditors

See attached spreadsheet

Creditor Name	Street	City	Province/State	Postal Code
1242284 Alberta Ltd.	Box 7671	Bonnyville	AB	T9N 2H9
1287105 AB Ltd.	PO Box 6217, Station Main	Bonnyville	AB	T9N 2G8
1361514 Alberta Ltd.	Box 373	Clyde	AB	T0G 0P0
1403187 Alberta Ltd.	E, 2404 - 57A Avenue	Lloydminster	AB	T9V 2W4
1658888 Alberta Ltd.	22, 2715 - 73 Avenue	Lloydminster	AB	T9V 3L7
1787825 Alberta Ltd.	Box 4775	Bonnyville	AB	T9N 0H2
2049823 Alberta Ltd.	Box 1118	Elk Point	AB	T9N 2H9
984636 Alberta Ltd.	Box 267	Elk Point	AB	T0A 1A0
99 Street Tire & Auto Centre	9845 - 41 Avenue	Edmonton	AB	T6E 0A2
AGD Trucking Ltd.	Box 777	Saddle Lake	AB	T0A 3T0
ARI Financial Services	PO Box 46163, Postal Station A	Toronto	ON	M5W 4K9
ATB Financial	Suite 600, 585 - 8 Avenue SW	Calgary	AB	T2P 1G1
ATCO Energy Ltd.	5302 Forand Street SW	Calgary	AB	T3E 8B4
Action Towing & Recovery	PO Box 938	Lloydminster	AB	S9V 1C4
Air Liquide Canada Inc.	10020 - 56 Avenue	Edmonton	AB	T6E 5Z2
Alco Enterprises Ltd.	Box 383	Elk Point	AB	T0A 1A0
Alsco	406 - 45 Street E	Saskatoon	SK	S7K 0W2
AltaGas	Box 2597	Calgary	AB	T2P 0C8
Amex Bank of Canada	PO Box 2000	West Hill	ON	M1E 5H4
Ark Autowash & Pet Spa	Box 1094	Elk Point	AB	T0A 1A0
Axon Development Corp	304, 15 Innovation Place	Saskatoon	SK	S7N 2X8
Ayobami Oyeboode	Box 10, 5334 - 50 Avenue	Elk Point	AB	T0A 1A0
B-Line Tire & Auto Supply	32 Rayborn Crescent	St. Albert	AB	T8N 4A9
BDI a division of Bell Mobility	Box 4100, PO A	Etobicoke	ON	M9C 0A8
Bear Bum Septic Services	Box 1274	Lloydminster	AB	T9V 3B5
Bearing Transport Inc.	30279 River Ridge Drive SW	Calgary	AB	T3Z 3K9
Bell Mobility Inc.	PO Box 5480, Station Terminal	Vancouver	BC	V6B 4B5
Bennett Jones LLP	4500 Bankers Hall East, 855 - 2nd Street SW	Calgary	AB	T2P 4K7
Bob's Portables	Box 7602	Bonnyville	AB	T9N 2H9
Bond Mezzanine Fund III	1730, 1111 West Georgia Street	Vancouver	BC	V6E 4M3
Bonnyville East End Service (2007) Ltd.	Box 5622	Bonnyville	AB	T9N 2G6
Bradorah Holdings Ltd.	Box 1029	Elk Point	AB	T0A 1A0
Brant Evans	Box 908	Elk Point	AB	T0A 1A0

Bridgestone Canada Inc.	5770 Hurlontaroi Street, Suite 400	Mississauga	ON	L5R 3G5
Buck Wild Trucking	Box 946	Elk Point	AB	T0A 1A0
CRJ Trucking	5617 - 48 Avenue	St. Paul	AB	T0A 3A3
Cal's Hardware Ltd.	Box 99	Elk Point	AB	T0A 1A0
CannAmm Occupational Health & Testing	200, 9636 - 51 Avenue	Edmonton	AB	T6E 6A5
Cansafe Inc.	Bay 3, 4720 - 50 Street	Lloydminster	SK	S9V 0M7
Certified Laboratories	PO Box 2413T, Station A	Toronto	ON	M5W 2K6
Champion Commercial Products Inc.	3151 Wharton Way	Mississauga	ON	L4X 2B6
Claresholm Rentals & Oilfield	PO Box 1681, 7 Alberta Road	Claresholm	AB	T0L 0T0
Classic Oilfield Services Ltd.	5222 - 65 Street	Lloydminster	AB	T9V 2T3
Continential Tire Canada Inc.	PO Box 11073, Station A	Toronto	ON	M5W 2G5
Control Flow Hydraulics Ltd.	11031 - 166A Street	Edmonton	AB	T5P 3V4
Cornerstone Cooperative	3, 5017 - 42 Street	St. Paul	AB	T0A 3A2
Dako Inspections Ltd.	Box 3121	Lloydminster	SK	S9V 1P9
Dark Horse Media	Box 5409	Bonnyville	AB	T9N 2G5
Dark Knight Semi Vac Ltd.	PO Box 6181	Bonnyville	AB	T9N 2G8
Deerborn Oilfield Services	PO Box 7671	Bonnyville	AB	T9N 2H9
Diamond International Trucking	17020 - 118 Avenue	Edmonton	AB	T5S 1S4
Direct Drug Testing	Box 6950	Bonnyville	AB	T9N 2H4
Direct Energy Regulated Services	PO Box 1520, 639 - 5 Avenue SW	Calgary	AB	T2P 5R6
Donrite Directional Services	Box 323	Elk Point	AB	T0A 1A0
Drift Oilfield Services	Box 1080	Elk Point	AB	T0A 1A0
ENZee Tech Inc.	6404 - 50 Avenue	Bonnyville	AB	T9N 2M1
Edmonton Kenworth Ltd.	17335 - 118 Avenue	Edmonton	AB	T5S 2P5
Elk Point Pioneer Circle	Box 488	Elk Point	AB	T0A 1A0
Enviroway Detergent Man	9 - 2241 Hanselman Avenue	Saskatoon	SK	S7L 6A7
Eric Auger & Sons Contracting	Box 360	Wabasca	AB	T0G 2K0
Fastenal Canada Ltd.	900 Wabanaki Drive	Kitchener	ON	N2C 0B7
Fort Garry Industries Ltd.	16230 - 118 Avenue	Edmonton	AB	T5V 1C6
GEOTrac Systems Inc.	Suite 401, 5940 Macleod Trail SW	Calgary	AB	T2H 2G4
Gary Blythe Vacuum Services	Box 10675	Lloydminster	AB	T9V 3A7
Gold Drop Enterprises Ltd.	PO Box 12957	Lloydminster	AB	T9V 2J3
Gregg Distributors	16215 - 118 Avenue	Edmonton	AB	T5V 1C7
Hahn Welding & Oilfield Services	Box 556	Elk Point	AB	T0A 1A0

High Caliber Contracting	Box 5061	Bonnyville	AB	T9N 2G3
Husky Oil Marketing	Box 6525, Station D	Calgary	AB	T2P 3G7
ISN Software Canada Ltd.	Lockbox 310390, PO Box 578, Station M	Calgary	AB	T2P 2J2
Innovative Production Inc.	GPS 12, Comp 19, RR5	Lloydminster	AB	T9V 3A1
JC Inspections & Associates	Box 1986	Lloydminster	AB	S9V 1R5
JMB Crushing Systems Ltd.	Box 6977	Bonnyville	AB	T9N 2H4
Jena Machining Ltd.	5715 - 52 Avenue	Bonnyville	AB	T9N 2P5
Jerin Bezpalko	Box 1151	Elk Point	AB	T0A 1A0
John HC Pinsent Professional Corporation	1653 - 91 Street SW	Edmonton	AB	T6X 0W8
John O'Dell	5102 - 59 Street	Cold Lake	AB	T9M 1S3
KMC Oilfield	2270 Airport Road	Wabasca	AB	T0G 2K0
Kal Tire (Terrox Industries)	254, 5737 - 50 Avenue	St. Paul	AB	T0A 3A1
Karasiuk Oilfield	PO Box 99	Fort Kent	AB	T0A 1H0
Kwik-Fab Energy Services	Box 2258	Sundre	AB	T0M 1X0
Lakeland Co-op	6020 - 54 Avenue	Bonnyville	AB	T9M 2M8
Lash Enterprises	5510 - 63 Avenue	Lloydminster	AB	T9V 3T8
Lloyd Tires Inc.	5916 - 44 Street	Lloydminster	AB	T9V 1V7
Lyn-Den Oilfield	Box 5056	Bonnyville	AB	T9N 2G3
MCS Net	Box 98	St. Paul	AB	T0A 3A0
MD of Bonnyville no. 87	Bag Service 1010	Bonnyville	AB	T9N 2J7
MRC Global Canada ULC	Lockbox 310130, PO Box 578, Station M	Calgary	AB	T2P 2J2
Max Fuel Distributors Ltd.	Box 236	Slave Lake	AB	T0G 2A0
NCSG Hauling & Rigging Ltd.	28765 Acheson Road	Acheson	AB	T7X 6A8
North 55 Contracting Ltd.	Box 4684	Bonnyville	AB	T9N 0H1
North American Land Corporation	PO Box 12628, RPO 10	Lloydminster	AB	T9V 0Y4
Northern Truck & Ind Supply	6201C - 50 Avenue	Bonnyville	AB	T9N 2L9
Oil Country Tires Ltd.	Box 3373	Spruce Grove	AB	T7X 3A7
Praxair Canada Inc.	PO Box 2531, Station M	Calgary	AB	T2P 0S6
Pricewaterhousecoopers LLP	354 Davis Road, Suite 600	Oakville	ON	L6J 0C6
Purolator Courier Ltd.	Box 1100, Station A	Etobicoke	ON	M9C 5K2
Quick Print Graphic Services	1, 5508 - 1 Street SE	Calgary	AB	T2H 2W9
Rebel Metal Fabricators Ltd.	7911 Edgar Ind Drive	Red Deer	AB	T4P 3R2
Rebel NDT Inspections Ltd.	Box 7282	Bonnyville	AB	T9N 2H8
Red-L Distributors Ltd.	3675 - 13 Street	Nisku	AB	T9E 1C5

Rees NDT Inspection Services	15612 - 89 Street	Grande Prairie	AB	T8V 2N8
Relay Distributing	6005 - 50 Avenue	Lloydminster	SK	S9V 2A4
Rems Wedling Ltd.	Box 985	Elk Point	AB	T0A 1A0
Rick Crouse	2103 - 48 Avenue	Lloydminster	SK	S9V 1L5
Ring Central Inc.	Dep CH 19585	Palatine	IL	60055-9585
Safety Buzz Ltd.	4401 - 52 Avenue	Bonnyville	AB	T9N 1B1
Samax Industries Inc.	Box 5999	Westlock	AB	T7P 2P7
Secure Energy Services Inc.	Box Valley Square 2, 3600, 205 - 5 Avenue SW	Calgary	AB	T2P 2V7
Seven Lakes Oilfield Services	Box 779	Cold Lake	AB	T9M 1P2
Shamrock Valley Enterprises	PO Box 505	Elk Point	AB	T0A 1A0
Site Ventures Inc.	PO Box 10074	Bonnyville	AB	T9N 0A6
St. Paul Glass & Mirror	Box 1384	St. Paul	AB	T0A 3A0
Stahl Peterbilt Inc.	18020 - 118 Avenue	Edmonton	AB	T5S 2G2
Stanchuck Trucking Ltd.	6404 - 66 Street	Lloydminster	AB	T9V 3T6
Stinger Oilfield Services Ltd.	Box 735	Elk Point	AB	T0A 1A0
Stone Ridge Transport Ltd.	Box 649	Kitiscoty	AB	T0B 2P0
Straight Vac Service Ltd.	Box 185	Tofield	AB	T0B 4J0
Suncor Energy	Box 8500	Don Mills	ON	M3C 3B2
TNT Tank & Trailer Repair	Box 10676	Lloydminster	AB	T9V 3A7
T&E Pumps Ltd.	Box 460	Consort	AB	T0C 1B0
Telus	Box 7575	Vancouver	BC	V6B 8N9
Tervita Corporation	C3025, PO Box 2572, Station M	Calgary	AB	T2P 3L4
The Gear Centre	14811 - 116 Avenue	Edmonton	AB	T5M 3E8
Town of Bonnyville	4817 - 49 Avenue, Bag 1006	Bonnyville	AB	T9N 2J7
Town of Elk Point	Box 448	Elk Point	AB	T0A 1A0
Triton Enterprises Ltd.	PO Box 237	Neilburg	SK	S0M 2C0
Truck Zone Inc.	5205 - 65 Street	Lloydminster	AB	T9V 2E8
Truck-In 2000 Wash & Lube	Box 1226	Elk Point	AB	T0A 1A0
Unfirst Canada Ltd.	3691 - 98 Street	Edmonton	AB	T6E 5N2
Wabasca Rescue & Storage	PO Box 219	Wabasca	AB	T0G 2K0
Westward Partners LLC	PO Box 9080	Seattle	WA	98109
Wilter Auto & Ind Supply Bonnyville	5502 - 52 Avenue	Bonnyville	AB	T9N 2P2
Wilter Auto & Ind Supply Elk Point	Box 809	Elk Point	AB	T0A 1A0
Wolf Lake Ranch Ltd.	PO Box 4569	Bonnyville	AB	T9N 0H1

Xceed Machine Works Inc.	5316 - 72A Avenue	Edmonton	AB	T6B 2H9
Xerox Canada	Box 4539, Station A	Toronto	ON	M5W 4P5
Yellowhead Home & Glass	Box 6128	Bonnyville	AB	T9N 2G7
Yokohama	500, 9325 - 200 Street	Langley	BC	V1M 3A7
Arvin Espejo	5609 52 Ave	St. Paul	AB	T0A 3A1
Brent Domingo	5313 - 52 Ave	St. Paul	AB	T0A 3A1
Mike Rogers	5416 56 ST	Cold Lake	AB	T9M 1R4
Benjamin Delos Santos	4405 48 Ave	St. Paul	AB	T0A 3A3
Tyler Hislop	3421 - 48 Ave	Lloydminster	SK	S9V 1A8
Michael Bosch	Box 1063	Elk Point	AB	T0A 1A0
Domingo Apigo Jr.	Box 743	Elk Point	AB	T0A 1A0
David Vachon	Box 5098	Bonnyville	AB	T9N 2O3
Ken Smiley	Box 7879	Bonnyville	AB	T9N 2J2
Jim Yarmuch	4705 45 Ave	St. Paul	AB	T0A 3A3
Giuseppe Petrucci	Suite 106, 10308 119 ST	Edmonton	AB	T5K 1Z6
Nolie B. Espejo	5210 55 ST	St. Paul	AB	T0A 3A1
William Shaw	Box 392	Marwayne	AB	T0B 2X0
Curtis Lomax	4805 46 Ave	St. Paul	AB	T0A 3A3
Jason Schneider	5020 44 Ave	Vermilion	AB	T9X 1Y2
Gateway Supply	Box 457	Elk Point	AB	T0A 1A0
Cornerstone Co-op	5008 - 51ST Ave	Vermilion	AB	T9X 1B3
Cal's Hardware Ltd. (RONA)	P.O. Box 99, 4819 - 50 Street	Elk Point	AB	T0A 1A0
Commercial Credit Adjusters	300-317 Donald ST.	Winnipeg	MB	R3B 2H6
Joseph Amyotte	Box 646	Elk Point	AB	T0A 1A0
Dennis Heather	Box 5582	Bonnyville	AB	T9N 2G6
Genesis Ordona	5105 46 ST	St. Paul	AB	T0A 3A2
Jenisson Layno	8006 166A Ave	Edmonton	AB	T5Z 3V9
Travis Baycroft	Box 5593 Stn Main	Bonnyville	AB	T9N 2G6
John Salvador	4113 48 Ave	St. Paul	AB	T0A 3A2
Holly Breault	Box 6774	Bonnyville	AB	T9N 2H2
William Tremblett	4716 52 Ave	Bonnyville	AB	T9N 1B2
Rowel Guerzon	4633 46 Ave	St. Paul	AB	T0A 3A3
Jerin Bezpaiko	Box 1151	Elk Point	AB	T0A 1A0
Dwayne Kostyniuk	4808 Riverside Drive	Vermilion	AB	T9X 1S4

Roger G. Guerzon	Box 1213, 5302 - 48 Avenue	Elk Point	AB	T0A 1A0
Jamie Barton	Apt. # 211, 3350 - 72 Avenue	Lloydminster	AB	T9V 3R5
William Rice	Box 8	Lafond	AB	T0A 2G0
Kevin Condon	Box 1202	Elk Point	AB	T0A 1A0
Michael Chafe	4717 - 49 Avenue	Bonnyville	AB	T9N 1B5
Casey Gillard	4123 - 40 Street	Bonnyville	AB	T9N 1T5
Joseph Olinan	Box 175	Elk Point	AB	T0A 1A0
Shelby Boettger	25 Eastwood Trailer Park	Lloydminster	SK	S9V 0L4
Valere Vachon	#90 Sportmans Trailer Park	Bonnyville	AB	T9N 2B6
Marjoerey Busto	5517 - 51 Avenue	St. Paul	AB	T0A 3A1
Dave Hughes	946 Cottage Farms Road	KINGSTON	ON	K7L 4V1
Jaxom Willman	5111 - 54A Street	Lloydminster	AB	T9V 0S4
Joe-Art Meneses	4502 - 50 Avenue	St. Paul	AB	T0A 3A2
Florante Sapigao	4210 - 48 Avenue	St. Paul	AB	T0A 3A3
Alberto Nieves Coria	#304, 4102 - 43 Avenue	Bonnyville	AB	T9N 1S9
Van Llendel Costales	5313 - 52 Avenue	St. Paul	AB	T0A 3A1
Leroy Chambers	PO Box 1412	Elk Point	AB	T0A 1A0
Robert Smith	Box 985	Elk Point	AB	T0A 1A0
Dire Huxted	Box 895	Elk Point	AB	T0A 1A0
Dale L. Gadwa	Box 56	Kehewin	AB	T0A 1C0
Rodney Bradshaw	Box 5332	Bonnyville	AB	T9N 2G5
Sean D. Hannah	Box 849	Elk Point	AB	T0A 1A0
Gerald Powell	4249 - 47 Avenue	Vermilion	AB	T9X 1P1
April Reid	Box 298	Glendon	AB	T0A 1P0
Gregory Starko	5218 - 47 Street	Lloydminster	AB	T9V 0G4
Clever Ortiguero	Box 1251	Elk Point	AB	T0A 1A0
Dante Ginez	Box 1287	Elk Point	AB	T0A 1A0
Dean P. Frank	Box 567	Porcupine Plain	SK	S0E 1H0
Jacques Richard	Box 7631	Bonnyville	AB	T9N 2H9
Curtis Watchmaker	Box 115	La Corey	AB	T0A 2E0
James D. Mickelson	4804 54 Street	Bonnyville	AB	T9N 1Z1
Christopher Vernon	6105 - 51 Avenue	Cold Lake	AB	T9M 1T6
Bryon Mickelson	4804 - 54 Street	Bonnyville	AB	T9N 1Z1
Dianne LaCerte	Box 1063	Elk Point	AB	T0A 1A0

Andrew W. McQuinn	Box 986	Elk Point	AB	T0A 1A0
Brant R. Evans	Box 908	Elk Point	AB	T0A 1A0
Chester Campbell	PO Box 112	Elk Point	AB	T0A 1A0
Crystal Campbell	Box 7987	Bonnyville	AB	T9N 2J3
John O'Dell	5102 - 59 Street	Cold Lake	AB	T9M 1S3
Jennifer Severyn	Box 165	Fort Kent	AB	T0A 1H0
Nicole Jacknife	Box 7056	Bonnyville	AB	T9N 2J6
Jose Advincula	5313 - 52 Avenue	St. Paul	AB	T0A 3A1
Paul Coates	201B, 4508 - 42 Street	Bonnyville	AB	T9N 1K7
Megan Edmunds	Box 1383	Cold Lake	AB	T9M 1P3
Melissa McCormack	4414 - 43 Avenue	Bonnyville	AB	T9N 1R4
Matthew Hackett	PO Box 10027	Bonnyville	AB	T9N 0A6
Lillian Blize	Box 7172	Lloydminster	AB	T9N 2H5
Ruthann Kennedy	Box 1104	Cold Lake	AB	T9M 1P3
Kelvin Sadowinski	Box 795	Elk Point	AB	T0A 1A0
Romeo Cardines	5410 - 52 Avenue	St. Paul	AB	T0A 3A1
Robert J. Duval	3927 Bluebird Road	Kelowna	BC	V1W 1X7
Bradley Sharp	510 - 17 Avenue	Cold Lake	AB	T9M 1L4
Travis Bretzer	Box 1321	Elk Point	AB	T0A 1A0
David Tekatch	4806 - 47 Avenue	Bonnyville	AB	T9N 1M4
Nadine Parsons	PO Box 1060	Elk Point	AB	T0A 1A0
Nakita Pittman	Box 210	Elk Point	AB	T0A 1A0
Hodari Brown	D2, 4801 - 53A Street	Bonnyville	AB	T9N 1N7
Arden LaBoucane	5013 - 46 Avenue	St. Paul	AB	T0A 3A4
Cameron Hubbard	111, 5508 - 55 Street	Bonnyville	AB	T9N 2B6
Steve Seabourne	PO Box 974	Elk Point	AB	T0A 1A0
Jonathan Janzen	Box 954	Elk Point	AB	T0A 1A0
Brandon Suttis	151 Patricia Road	Stratford	ON	N5A 7A6
Quentin Hunter	Box 12	Marwayne	AB	T0B 2X0
Kevin L. Costante	Box 89	Fort Kent	AB	T0A 1H0
Daniel McMullen	PO Box 4233, Stn Forces	Cold Lake	AB	T9M 2C1
Thomas Voros	Box 202	Forestburg	AB	T0B 1N0
Great West Truck Lease & Rentals Ltd.	5909 - 6 Street S.E.	Calgary	AB	T2H 1L8
Colin Saulnier	PO Box 1771	St. Paul	AB	T0A 3A0

Nicholas Owen
Cody Constantine
Bumper to Bumper

Box 5098
Box 1404, Apt. 208, 5705 - 51 Street

Bonnyville
Elk Point

AB
AB

T9N 2G3
T0A 1A0

SCHEDULE "B"

**PROPOSED FORM OF ORDER
(Sale Approval and Vesting)**

COURT FILE NUMBER	1803-22289
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	ATB FINANCIAL
DEFENDANT	D.L.M. OILFIELD ENTERPRISES LTD.
APPLICANT	ERNST & YOUNG INC. in its capacity as the Court-appointed Receiver of D.L.M. OILFIELD ENTERPRISES LTD.
DOCUMENT	APPROVAL AND VESTING ORDER and OTHER ANCILLARY RELIEF (Sale by Receiver)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 10235 101 Street NW, Suite 2200 Edmonton, Alberta T5J 3G1 Phone: 780.969.3506/403.693.4347 Fax: 780.969.3549 Attention: Dana M. Nowak / Catrina J. Webster File: 7230-35 Counsel for the Receiver, Ernst & Young Inc.

DATE ON WHICH ORDER WAS PRONOUNCED:	JUNE 27, 2019
LOCATION OF HEARING OR TRIAL:	EDMONTON, ALBERTA
NAME OF JUDGE WHO MADE THIS ORDER:	MADAM JUSTICE J.H. GOSS

UPON THE APPLICATION of Ernst & Young Inc. in its capacity as the Court-appointed Receiver (the "**Receiver**") of the undertakings, property and assets of D.L.M. Oilfield Enterprises Ltd. ("**DLM**" or the "**Debtor**"), for an order approving the sale transaction (the

"Transaction") contemplated by an auction agreement (the **"Auction Agreement"**) between the Receiver and Maynards Industries Canada Ltd. (**"Maynards"**) in accordance with a sale process to generate interest and offers (the **"Asset Sale Invitation"**) for the sale of DLM's assets (the **"Purchased Assets"**); and (ii) vesting the right, title, and interest in and to DLM's Assets to the end purchasers (**"Purchaser"** or **"Purchasers"**) after Maynards completes the proposed auction sale (the **"Auction Sale"**), filed June 14, 2019 (the **"Application"**);

AND UPON HAVING READ the Receivership Order granted by the Honourable Mr. Justice K.P. Feehan on February 8, 2019 (the **"Receivership Order"**), the Receiver's First Report dated June 14, 2019 (the **"Receiver's First Report"**), the Confidential Supplement to the Receiver's First Report (the **"First Confidential Supplement"**), and the Affidavit of Service of Ameena Quazi (**"Affidavit of Service"**); **AND UPON HEARING** the submissions of counsel for the Receiver, counsel for Maynards, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF THE AUCTION AGREEMENT

2. The Auction Agreement and Auction Sale are hereby approved and execution of the Auction Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Auction Agreement and Auction Sale for the conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to a Purchaser (or its nominee) substantially in the form set out in **Appendix "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets, listed in **Appendix "B"** hereto, shall vest absolutely in the name of the Purchaser(s) (or its/their nominee(s)), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, 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; and
 - b. any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system:and for greater certainty, this Court orders that all Claims including Encumbrances affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.
4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser(s) or its/their nominee(s) clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- a. the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Auction Agreement. Presentment of this Order and the Receiver’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, 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 Auction Agreement.
7. For the purposes of determining the nature and priority of Claims, net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver’s Closing Certificate and all Claims including Encumbrances shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, 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 sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from the sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any

amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

8. Except as expressly provided for in the Auction Agreement or by section 5 of the *Alberta Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
9. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
10. The Purchaser(s) (or its/their nominee(s)) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
11. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser(s) (or its/their nominee(s)).
12. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchasers (or its/their nominee(s)) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all

material respects identical to the prior use (of such information) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

13. The activities of the Receiver as set out in the Receiver's First Report and the First Confidential Supplement, are hereby ratified and approved.

14. Notwithstanding:

- a. the pendency of these proceedings;
- b. the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
- c. any assignment in bankruptcy made in respect of the Debtor; and
- d. the provisions of any federal or provincial statute:

the vesting of the Purchased Assets by the Purchaser(s) (or its/their nominee(s)) 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 transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA 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(s) (or its/their nominee(s)) and any other interested party, shall be at liberty to apply for further advice, assistance and direction 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.

16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the 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.
17. Service of this Order shall be deemed good and sufficient by:
- a. Serving the same on:
 - i. the persons listed on the service list created in these proceedings;
 - ii. any other person served with notice of the application for this Order;
 - iii. any other parties attending or represented at the application for this Order;
 - iv. the Purchaser(s) or the Purchaser(s)' solicitors; and
 - b. Posting a copy of this Order on the Receiver's website at: www.ey.com/ca/dlm.
- and service on any other person is hereby dispensed with.
18. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

The Honourable Justice J.H. Goss
Justice of the Court of Queen's Bench of Alberta

Appendix "A"

FORM OF RECEIVER'S CERTIFICATE

COURT FILE NUMBER	1803-22289
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	ATB FINANCIAL
DEFENDANT	D.L.M. OILFIELD ENTERPRISES LTD.
APPLICANT	ERNST & YOUNG INC. in its capacity as the Court-appointed Receiver of D.L.M. OILFIELD ENTERPRISES LTD.
DOCUMENT	RECEIVER'S CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 10235 101 Street NW, Suite 2200 Edmonton, Alberta T5J 3G1 Phone: 780.969.3506/403.693.4347 Fax: 780.969.3549 Attention: Dana M. Nowak / Catrina J. Webster File: 7230-35 Counsel for the Receiver, Ernst & Young Inc.

RECITALS

- A. Pursuant to an Order of the Honourable Justice K.P. Feehan on February 8, 2019 in the Court of Queen's Bench of Alberta (the "**Court**"), Ernst & Young Inc. was appointed as the receiver (the "**Receiver**") of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of D.L.M. Oilfield Enterprises Ltd. ("**DLM**").
- B. Pursuant to an Order of the Honourable Justice J.H. Goss of the Court dated June 27, 2019 (the "**Sale Approval and Vesting Order**"), the Court approved the an auction and liquidation agreement (the "**Auction Agreement**") between Ernst & Young Inc., in its capacity as the Court-appointed Receiver of DLM (the "**Receiver**") and Maynards Industries Canada Ltd. ("**Maynards**") and the related auction sale (the "**Action Sale**") of

the assets of DLM (the "**Purchased Assets**") and provided for the vesting of the Purchased Assets to the end purchasers ("**Purchaser**" or "**Purchasers**") after Maynards completes the proposed Auction Sale of the right, title and interest in and to the Purchased Assets (as such term is defined in the Sale Approval and Vesting Order), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser (or its nominee) of a certificate confirming: (i) the payment by the Purchaser (or its nominee) of the purchase price for the Purchased Assets; (ii) that the conditions to closing as set out in the Auction Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee) (as applicable); and (iii) the Auction Sale (as such term is defined in the Sale Approval and Vesting Order) has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meaning set out in the Auction Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the purchase price for the Purchased Assets payable on the date of closing of the Auction Sale pursuant to the terms of the Auction Agreement.
2. The conditions to closing as set out in the Auction Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee) (as applicable).
3. The Auction Sale has been completed to the satisfaction of the Receiver.
4. The Certificate was delivered by the Receiver at _____ on the ____ day of _____, 2019.

Ernst & Young Inc., in its capacity as the Court-appointed Receiver of D.L.M Oilfield Enterprises Ltd., and not in its personal capacity.

Per:

Name:

Title:

Appendix "B"
PURCHASED ASSETS

SCHEDULE "C"

**PROPOSED FORM OF ORDER
(Replevin)**

COURT FILE NUMBER	1803-22289
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	ATB FINANCIAL
DEFENDANT	D.L.M. OILFIELD ENTERPRISES LTD.
APPLICANT	ERNST & YOUNG INC. in its capacity as the Court-appointed Receiver of D.L.M. OILFIELD ENTERPRISES LTD.
DOCUMENT	ORDER (Replevin)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 10235 101 Street NW, Suite 2200 Edmonton, Alberta T5J 3G1 Phone: 780.969.3506/403.693.4347 Fax: 780.969.3549 Attention: Dana M. Nowak / Catrina J. Webster File: 7230-35 Counsel for the Receiver, Ernst & Young Inc.

DATE ON WHICH ORDER WAS PRONOUNCED:	JUNE 27, 2019
LOCATION OF HEARING OR TRIAL:	EDMONTON, ALBERTA
NAME OF JUDGE WHO MADE THIS ORDER:	MADAM JUSTICE J.H. GOSS

UPON THE APPLICATION of Ernst & Young Inc. in its capacity as the Court-appointed Receiver (the "**Receiver**") of the undertakings, property and assets of D.L.M. Oilfield Enterprises Ltd. ("**DLM**" or the "**Debtor**"), for an order directing Diamond International Trucks

Ltd. ("**Diamond International**") to surrender possession of a 2013 International Flush-By Truck having Serial No. 1HTNWSMT6DJ328935 and all accessories thereto (the "**Flush-By**") to be sold at the Receiver's proposed auction sale, filed June 14, 2019 (the "**Application**");

AND UPON HAVING READ the Receivership Order granted by the Honourable Mr. Justice K.P. Feehan on February 8, 2019 (the "**Receivership Order**"), the Receiver's First Report dated June 14, 2019 (the "**Receiver's First Report**"), the Confidential Supplement to the Receiver's First Report (the "**First Confidential Supplement**"), and the Affidavit of Service of Ameena Quazi ("**Affidavit of Service**"); **AND UPON HEARING** the submissions of counsel for the Receiver, counsel for Diamond International, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of the Application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of the Application, and time for service of the Application is abridged to that actually given.
2. Diamond International shall forthwith release the Flush-By to the Receiver without prejudice to Diamond International to assert a lien claim against the proceeds thereof in accordance with the provisions of the Receivership Order.
3. Diamond International shall forthwith pay costs to the Receiver in respect of this Application in an amount totalling \$_____.

The Honourable Justice J.H. Goss,
Justice of the Court of Queen's Bench of Alberta

SCHEDULE "D"

PROPOSED FORM OF ORDER (Sealing Order)

COURT FILE NUMBER	1803-22289
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	ATB FINANCIAL
DEFENDANT	D.L.M. OILFIELD ENTERPRISES LTD.
APPLICANT	ERNST & YOUNG INC. in its capacity as the Court-appointed Receiver of D.L.M. OILFIELD ENTERPRISES LTD.
DOCUMENT	SEALING ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 10235 101 Street NW, Suite 2200 Edmonton, Alberta T5J 3G1 Phone: 780.969.3506/403.693.4347 Fax: 780.969.3549 Attention: Dana M. Nowak / Catrina J. Webster File: 7230-35 Counsel for the Receiver, Ernst & Young Inc.

DATE ON WHICH ORDER WAS PRONOUNCED:	JUNE 27, 2019
LOCATION OF HEARING OR TRIAL:	EDMONTON, ALBERTA
NAME OF JUDGE WHO MADE THIS ORDER:	MADAM JUSTICE J.H. GOSS

UPON THE APPLICATION of Ernst & Young Inc. in its capacity as the Court-appointed Receiver (the "**Receiver**") of the undertakings, property and assets of D.L.M. Oilfield Enterprises Ltd. ("**DLM**" or the "**Debtor**"), for an order sealing the Confidential Supplement to the Receiver's First Report (the "**First Confidential Supplement**"), (the "**Application**");

AND UPON HAVING READ the Receivership Order granted by the Honourable Mr. Justice K.P. Feehan on February 8, 2019 (the "**Receivership Order**"), the Receiver's First Report dated June 14, 2019 (the "**Receiver's First Report**"), the First Confidential Supplement and the Affidavit of Service of Ameena Quazi ("**Affidavit of Service**"); **AND UPON HEARING** the submissions of counsel for the Receiver, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of the Application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of the Application, and time for service of the Application is abridged to that actually given.
2. Part 6, Division 4 of the Alberta *Rules of Court* does not apply hereto.
3. The Clerk of the Court shall file the Confidential Addendum, including the appendices thereto, in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY ERNST & YOUNG INC. IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF THE UNDERTAKINGS, PROPERTY AND ASSETS OF D.L.M. OILFIELD ENTERPRISES LTD.; and

THE CONFIDENTIAL MATERIALS ARE SEALED UNTIL FURTHER ORDER OR FILING OF THE RECEIVER'S CERTIFICATE EVIDENCING THE CLOSING OF THE TRANSACTION PURSUANT TO THE ORDER ISSUED BY THE HONOURABLE MADAM JUSTICE J.H. GOSS ON JUNE 27, 2019

4. Application to unseal the Confidential Addendum may be made at any time upon fourteen days' written notice to counsel for the Receiver.
5. The 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.

6. Service of this Order on any party not attending this application is hereby dispensed with.

The Honourable Justice J.H. Goss,
Justice of the Court of Queen's Bench of Alberta