Nov 6 - Now unsealed
as Transaction closed
Please place on file - CB

ENTERED
by C.S.

Clerk's Stamp
JUDICIAL CENTRE OF EDMONTON
FILED
JUL 02 2019
Clerk of the Court of Queen's Bench

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.
DOCUMENT	**CONFIDENTIAL SUPPLEMENT TO THE RECEIVER'S FIRST REPORT** **JUNE 14, 2019**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**RECEIVER** ERNST & YOUNG INC. EPCOR Tower 10423 - 101 Street, Suite 1400 PO Box 44 Edmonton, Alberta T5H 0E7 Attention: Matt McCulloch / Dan McCulloch Telephone: 780-638-6642 / 780-441-4695 Fax: 780-428-8977 Email: matt.mcculloch@ca.ey.com dan.mcculloch@ca.ey.com **COUNSEL** MLT AIKINS LLP Dana M. Nowak / Catrina Webster 2200, 10235 - 101 Street Edmonton, AB T5J 3G1 Telephone: 780-969-3506 / 403-693-4347 Fax: 780-969-3549 Email: dnowak@mltaikins.com cwebster@mltaikins.com

TABLE OF CONTENTS

SCHEDULES

PURPOSE OF THE REPORT

1. The purpose of this Confidential Supplement to the Receiver's First Report (the "**First Confidential Supplement**") is to provide the Court (and certain stakeholders as requested and as deemed appropriate by the Receiver, subject to a suitable confidentiality undertaking) with the detailed information in relation to the results of the Asset Sale Invitation and the Receiver's recommendation in relation thereto.

2. As noted in the Receiver's First Report, the Receiver considers the information contained herein to be commercially sensitive in nature, and as such, should remain confidential and not be made available to the public at this time.

DISCLAIMER

3. In preparing the First Confidential Supplement, the Receiver has relied upon DLM's unaudited financial information, DLM's books and records, certain financial information prepared by DLM, and discussions with DLM's management ("**Management**"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information provided. Accordingly, the Receiver expresses no opinion or other form of assurance on the information contained in this First Confidential Supplement or relied upon in its preparation. Future oriented financial information reported or relied on in order to prepare this First Confidential Supplement (if any) is based on Management's assumptions regarding future events; actual results will vary from forecast, and such variations may be material.

4. This First Confidential Supplement should be read in conjunction with the Receiver's First Report and any other materials filed before the date of the upcoming application to Court which has currently been set for June 27, 2019. All reports and Orders, save for items directed to be sealed for confidentiality purposes, are available on the Receiver's website established for these proceedings that is located at www.ey.com/ca/dlm.

5. Unless otherwise stated, all references to monetary amounts contained herein are expressed in Canadian currency. Capitalized terms used herein, not otherwise defined, are as defined in the Receiver's First Report.

RESULTS OF THE ASSET SALE INVITATION

6. As discussed in the Receiver's First Report, the Receiver conducted an Asset Sale Invitation for the assets of DLM with a deadline for submission of offers/proposals of 4:00 P.M. MDT on May 23, 2019. The deadline for the Receiver to consider the offers/proposals received was May 30, 2019. All bidders were advised in the Asset Sale Invitation that final acceptance of the offers/proposals was subject to approval by the Court of Queen's Bench of Alberta.

7. In choosing a period of 4 weeks to expose the Assets to the market, the Receiver applied the following rationale:

   a. based on the Receiver's prior experience, 4 weeks has been a reasonable time-period for conducting an asset sale process;
   b. mindful of the Secured Creditor's best interests, the Receiver endeavoured to complete the asset sale process in a timely manner; and
   c. to accommodate any serious offers outside of the 4-week period, the Receiver structured the asset sale process to be flexible, if required.

   Since the conclusion of the Asset Sale Invitation, no party has approached the Receiver requesting additional time to submit an offer or expressed any concerns with the timeframe selected by the Receiver.

8. The Asset Sale Invitation was comprised of a large number of assorted assets, located at the Bonnyville Head Office, the Main Elk Point Shop, and the Secondary Shop, which were grouped into 70 lots (the "**Lots**"). In an effort to maximize the number of offers, the Receiver encouraged potential buyers to bid on either individual assets or specific Lots.

9. Between May 8, 2019, and May 10, 2019, the Receiver scheduled and facilitated 26 separate requests for physical inspections of DLM's assets at each of the DLM premises in Bonnyville and Elk Point, Alberta. The Receiver also accommodated an additional 11 requests for physical inspections for prospective buyers unable to attend the originally scheduled viewings between May 14, 2019 and May 16, 2019 and then again between May 21, 2019 and May 22, 2019. In all instances, the former DLM employees retained by the Receiver assisted by attending the locations during viewings to address questions from prospective buyers.

10. In response to the Asset Sale Invitation, the Receiver received 27 offers/proposals comprised of 19 offers to purchase either individual assets or specific Lots and 8 proposals from auctioneers to liquidate the assets.

11. A summary of the 27 initial offers received as noted above, including the Lot descriptions and amounts of the offers/proposals received ("**Summary of Offers**"), is attached hereto as **Schedule "A"**.

12. Of the offers/proposals received, as outlined in Schedule "A", the top 5 proposals ranged between $5,000,000 and $7,100,000 and were submitted by auctioneers for either the purchase or liquidation of all of DLM's assets.

13. Of the top 5 offers initially received, 2 were significantly more attractive to the Receiver, the details of which are as follows:

    a) an outright purchase offer of $7,100,000 from C3 Crescent Commercial Corporation ("**C3**") (which did not provide for any additional compensation to the Receiver other than the purchase price offered), for all of DLM's assets (hereinafter referred to as the "**Initial C3 Offer**"), and

    b) a Letter of Intention from Maynards to liquidate all of DLM's assets, through an auction process, within 60 days of Court approval, with a net minimum guarantee ("**NMG**") of $6,600,000, and an additional payment of 90% of the proceeds exceeding $6,750,000 to be provided to the Receiver (hereinafter referred to as the "**Maynards Offer**").

14. After carefully examining the two offers above, the Receiver concluded that it would be in the best interest of the estate to advise both C3 and Maynards that their respective offers were short-listed and being considered (without any disclosure whatsoever in relation to the number of offers being considered, amounts or other details); however, at the same time the Receiver requested one final best offer from both parties. As a result, the Receiver received the following amended offers from C3 and Maynards:

    a) a proposal from C3 comprised of the following 2 options:

        i. as noted above, the Initial C3 Offer; or

ii. a NMG of $7,000,000, with a 15% commission of the gross sale proceeds from dollar one plus expenses which are not to exceed $500,000, both of which would be deducted from any sale proceeds exceeding $7,000,000, and any surplus provided to the Receiver (hereinafter referred to as the "**Amended C3 Offer**").

and

b) a Letter of Intention from Maynards to liquidate all of DLM's assets, through an auction process, within 60 days of Court approval, with a NMG of $6,825,000, and 100% of the proceeds exceeding $7,025,000 to be provided to the Receiver (hereinafter referred to as the "**Amended Maynards Offer**").

15. Copies of the Amended C3 Offer and the Amended Maynards Offer (collectively the "**Amended Offers**") are attached hereto as **Schedule "B"**.

16. As noted in the Receiver's First Report, the Receiver considered the following while reviewing the offers/proposals received:

- the amounts offered and whether the offer was an outright purchase, a NMG proposal or a combination thereof;

- the forced liquidation value ("**FLV**"), estimated to be $9,178,956, as per a "desk-top" appraisal of DLM's assets completed by the Receiver's in-house capital asset valuation team; and

- 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 notes that the estimated FLV (as discussed above) is significantly higher than the Amended Offers; however, the Receiver advises the Court of the following additional considerations:

- the FLV was determined based on a "desk-top" valuation obtained prior to the onset of the receivership proceedings without the benefit of a physical inspection of the DLM assets;

- it is the Receiver's experience that liquidators who provide for NMGs in an auction proposal typically anticipate achieving at least the NMG amount and, more often than not, significantly more; and

- the DLM assets are, in fact, in a greater state of disrepair than originally communicated to the Receiver.

18. It is the opinion of the Receiver that, although the face value of the Amended Maynards Offer is lower than the face value of the Amended C3 Offer, if the sale results are strong and the actual sale proceeds approach the estimated FLV, there is the potential for a greater realization for the creditors with the split provided to the Receiver in the Amended Maynards Offer as opposed to the Amended C3 Offer.

19. A chart illustrating the potential net proceeds that would be recovered by the Receiver under a few different sale scenarios using the Amended Offers, is attached hereto as **Schedule "C"**.

20. On May 31, 2019 upon completion of its review and evaluation of the offers, the Receiver notified Maynards by telephone, and subsequently by email, of the acceptance of the Amended Maynards Offer, subject to obtaining the Court's approval.

21. On May 31, 2019, the Receiver sent letters by registered mail, to the offerors who submitted formal offers/proposals along with a deposit, and emails, to the offerors that submitted informal offers/proposals without a deposit, advising of the rejection of their offers. Any deposits received in relation to the rejected offers were returned to the offerors by the Receiver.

22. Based on the information outlined in this First Confidential Supplement, the Receiver is of the view that the Amended Maynards Offer will likely provide the highest recovery for the creditors in the circumstances, and as such, respectfully requests that this Honorable Court grant an Order that approves the Receiver to finalize the auction agreement with Maynards, attached hereto as **Schedule "D"**, in accordance with the Asset Sale Invitation conducted by the Receiver.

Respectfully submitted this 14th day of June 2019.

Ernst & Young Inc.
In its capacity as Receiver of
D.L.M. Oilfield Enterprises Ltd.
and not in its Personal Capacity

Per:

Dan McCulloch, CIRP, LIT
Vice President

Schedule "A"

D.L.M. Oilfield Enterprises Ltd. - in Receivership

SCHEDULE "A"

Ernst & Young Inc., Receiver

Summary of Offers Received

LOT Number	UNIT Number	Bidder:	Taz Well Servicing Ltd.	North 55 Contracting	Xiang Dong Chang	CDM Oilfield Services Ltd.	Marcel Shtay	Top Yield Fertilizers Ltd.	Al's Truck Service Ltd.
		Date Rec'd.:	May 14, 2019	May 17, 2019	May 21, 2019	May 22, 2019	May 23, 2019	May 23, 2019	May 23, 2019
		Top Bids / Offers							
	42-2	1,500.00							
	ALL	850.00							
43		0.00							
44	44-1	200.00							
45		0.00							
46		0.00							
47		0.00							
48	ALL	2,500.00							
	48-2	4,000.00							
	ALL	1,000.00							
49		0.00							
50		0.00							
51		0.00							
52		0.00							
53		0.00							
54	54-1	400.00							
55	55-1	1,000.00	1,000.00						
	55-2	200.00							
	ALL	2,000.00							
	ALL	2,000.00							
56	56-2	1,400.00							
57	ALL	200.00							
	ALL	6,000.00							
	ALL	505.00							
58	58-1; 58-2	70.00			70.00				
59		0.00							
60		0.00							
61	ALL	610.00							
62	ALL	500.00							
63		0.00							
64		0.00							
65		0.00							
66		0.00							
67	ALL	31,500.00							
68	ALL	2,050.00							
69	69-1; 69-2; 69-3	30.00			30.00				
	ALL	450.00							
70	222T	10,000.00		10,000.00					

D.L.M. Oilfield Enterprises Ltd. - in Receivership
Ernst & Young Inc., Receiver
Summary of Offers Received

SCHEDULE "A"

LOT Number	UNIT Number	Bidder:	Taz Well Servicing Ltd.	North 55 Contracting	Xiang Dong Chang	CDM Oilfield Services Ltd.	Marcel Shtay	Top Yield Fertilizers Ltd.	Al's Truck Service Ltd.
		Date Rec'd.:	May 14, 2019	May 17, 2019	May 21, 2019	May 22, 2019	May 23, 2019	May 23, 2019	May 23, 2019
		Top Bids / Offers							
Other	Misc. equip.	1,550.00							
En Bloc		7,100,000.00							
TOTAL BIDS RECEIVED			1,000.00	10,000.00	2,400.00	44,500.00	10,000.00	493,000.00	206,500.00

D.L.M. Oilfield Enterprises Ltd. - in Receivership
Ernst & Young Inc., Receiver
Summary of Offers Received

LOT Number	UNIT Number	Bidder:	Danco Coil Tubing	Darryl Heidel (1651248 AB Ltd.)	XE Leasing Inc.	Mike Ganser	Micah Allen (101144967 Saskatchewan Ltd.)	Bayshore Groups	T-Rock CT Services Ltd.	Perfection Industrial Sales Canada
		Date Rec'd.:	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019
		Top Bids / Offers								
1	ALL	51,250.00								
2	302; 303	20,000.00								
	ALL	45,000.00	45,000.00							
	301	75,000.00								
3		0.00								
4		0.00								
5	ALL	301,000.00								
	22	10,000.00	10,000.00							
6	52-	0.00								
7	52; 53; 55; 56	280,000.00			280,000.00					
8	119	10,000.00	10,000.00							
9	ALL	151,000.00								
10	125	115,000.00								
11	230	75,000.00								
12	224; 224T	10,000.00								
13	225; 225T	10,000.00								
	249; 249T; 252T	122,500.00								
14	232; 232T	50,000.00								
15	234	100.00								
16	253; 253T	146,500.00								
	253	42,000.00								
17	258	50,000.00								
18	704	55,000.00	55,000.00							
	ALL	251,000.00				251,000.00				
	704	45,000.00							45,000.00	
19	CT1; CT2; CT4	9,000.00			9,000.00					
	ALL	10,750.00				10,750.00				
20	20-7; 20-9	41,700.00		700.00		41,000.00				
	ALL	13,000.00			13,000.00					
	Class II BOP; 20-3; 20-9	9,500.00							9,500.00	
21	ALL	85,000.00								
	ALL	25,000.00			25,000.00					
	Ruby 1	15,000.00					15,000.00			
	ALL	900.00								
22	22-1; 22-2; 22-4	4,500.00								
	All	41,000.00								
	C-1	3,500.00	3,500.00							

D.L.M. Oilfield Enterprises Ltd. - in Receivership
Ernst & Young Inc., Receiver
Summary of Offers Received

LOT Number	UNIT Number	Bidder:	Danco Coil Tubing	Darryl Heidel (1651248 AB Ltd.)	XE Leasing Inc.	Mike Ganser	Micah Allen (101144967 Saskatchewan Ltd.)	Bayshore Groups	T-Rock CT Services Ltd.	Perfection Industrial Sales Canada
		Date Rec'd.:	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019
		Top Bids / Offers								
	401; C-1	18,000.00							18,000.00	
	401; 22-4; 22-6	22,865.00								
	22-2	1,000.00								
23	ALL	1,000.00								
	ALL	12,500.00								
24	P13; P16; P19	2,000.00								
	P28	10,000.00								
	P15; P27; P28	9,000.00	9,000.00							
	P123; P28	29,500.00								
25		0.00								
26	T3; T-08	200.00								
27	ALL	25,000.00			25,000.00					
	27-20	1,000.00								
	ALL	800.00								
	27-11	350.00								
28		0.00								
29		0.00								
30	30-1	200.00	200.00							
	30-3	1,500.00			1,500.00					
	ALL	5,100.00				5,100.00				
31		0.00								
32	ALL	3,000.00			3,000.00					
	32-5	750.00							750.00	
	ALL	2,100.00								
33	33-9	1,800.00								
34	ALL	5,000.00			5,000.00					
35	ALL	5,000.00			5,000.00					
36		0.00								
37	ALL	1,100.00				1,100.00				
38		0.00								
39		0.00								
40		0.00								
41	ALL	6,500.00								
	41-1	500.00			500.00					
	41-2; 41-4	400.00	400.00							
42	42-1; 42-2; 42-4; 42-6	600.00	600.00							
	42-5	800.00							800.00	

LOT Number	UNIT Number	Bidder:	Danco Coil Tubing	Darryl Heidel (1651248 AB Ltd.)	XE Leasing Inc.	Mike Ganser	Micah Allen (101144967 Saskatchewan Ltd.)	Bayshore Groups	T-Rock CT Services Ltd.	Perfection Industrial Sales Canada
		Date Rec'd.:	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019
		Top Bids / Offers								
	42-2	1,500.00								
	ALL	850.00								
43		0.00								
44	44-1	200.00	200.00							
45		0.00								
46		0.00								
47		0.00								
48	ALL	2,500.00			2,500.00					
	48-2	4,000.00								
	ALL	1,000.00								
49		0.00								
50		0.00								
51		0.00								
52		0.00								
53		0.00								
54	54-1	400.00							400.00	
55	55-1	1,000.00								
	55-2	200.00	200.00							
	ALL	2,000.00			2,000.00					
	ALL	2,000.00							2,000.00	
56	56-2	1,400.00								
57	ALL	200.00	200.00							
	ALL	6,000.00			6,000.00					
	ALL	505.00								
58	58-1; 58-2	70.00								
59		0.00								
60		0.00								
61	ALL	610.00								
62	ALL	500.00								
63		0.00								
64		0.00								
65		0.00								
66		0.00								
67	ALL	31,500.00								
68	ALL	2,050.00								
69	69-1; 69-2; 69-3	30.00								
	ALL	450.00								
70	222T	10,000.00								

D.L.M. Oilfield Enterprises Ltd. - in Receivership
Ernst & Young Inc., Receiver
Summary of Offers Received

LOT Number	UNIT Number	Bidder:	Danco Coil Tubing	Darryl Heidel (1651248 AB Ltd.)	XE Leasing Inc.	Mike Ganser	Micah Allen (101144967 Saskatchewan Ltd.)	Bayshore Groups	T-Rock CT Services Ltd.	Perfection Industrial Sales Canada
		Date Rec'd.:	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019
		Top Bids / Offers								
Other	Misc. equip.	1,550.00								
En Bloc		7,100,000.00						5,580,000.00		5,400,000.00
TOTAL BIDS RECEIVED			134,300.00	700.00	377,500.00	308,950.00	15,000.00	5,580,000.00	76,450.00	5,400,000.00

D.L.M. Oilfield Enterprises Ltd. - in Receivership
Ernst & Young Inc., Receiver
Summary of Offers Received

LOT Number	UNIT Number	Bidder:	Maynards Industries Canada Ltd.	Osman Auction	McDougall Auctioneers Ltd.	Century Auctions & Tiger Group	C3 - Crescent Commercial Corporation	Ritchie Bros.	John Theriault	KMC Oilfield
		Date Rec'd.:	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019
		Top Bids / Offers								
1	ALL	51,250.00								
2	302; 303	20,000.00								
	ALL	45,000.00								
	301	75,000.00								75,000.00
3		0.00								
4		0.00								
5	ALL	301,000.00								
	22	10,000.00								
6	52-	0.00								
7	52; 53; 55; 56	280,000.00								
8	119	10,000.00								
9	ALL	151,000.00								
10	125	115,000.00								
11	230	75,000.00								75,000.00
12	224; 224T	10,000.00								
13	225; 225T	10,000.00								
	249; 249T; 252T	122,500.00								
14	232; 232T	50,000.00								50,000.00
15	234	100.00								
16	253; 253T	146,500.00								
	253	42,000.00								
17	258	50,000.00								
18	704	55,000.00								
	ALL	251,000.00								
	704	45,000.00								
19	CT1; CT2; CT4	9,000.00								
	ALL	10,750.00								
20	20-7; 20-9	41,700.00								
	ALL	13,000.00								
	Class II BOP; 20-3; 20-9	9,500.00								
21	ALL	85,000.00								
	ALL	25,000.00								
	Ruby 1	15,000.00								
	ALL	900.00								
22	22-1; 22-2; 22-4	4,500.00								
	All	41,000.00								
	C-1	3,500.00								

LOT Number	UNIT Number	Bidder:	Maynards Industries Canada Ltd.	Osman Auction	McDougall Auctioneers Ltd.	Century Auctions & Tiger Group	C3 - Crescent Commercial Corporation	Ritchie Bros.	John Theriault	KMC Oilfield
		Date Rec'd.:	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019
		Top Bids / Offers								
	401; C-1	18,000.00								
	401; 22-4; 22-6	22,865.00								
	22-2	1,000.00								1,000.00
23	ALL	1,000.00								1,000.00
	ALL	12,500.00								
24	P13; P16; P19	2,000.00								
	P28	10,000.00								
	P15; P27; P28	9,000.00								
	P123; P28	29,500.00								
25		0.00								
26	T3; T-08	200.00								
27	ALL	25,000.00								
	27-20	1,000.00							1,000.00	
	ALL	800.00								
	27-11	350.00								
28		0.00								
29		0.00								
30	30-1	200.00								
	30-3	1,500.00								
	ALL	5,100.00								
31		0.00								
32	ALL	3,000.00								
	32-5	750.00								
	ALL	2,100.00								
33	33-9	1,800.00								
34	ALL	5,000.00								
35	ALL	5,000.00								
36		0.00								
37	ALL	1,100.00								
38		0.00								
39		0.00								
40		0.00								
41	ALL	6,500.00								
	41-1	500.00								
	41-2; 41-4	400.00								
42	42-1; 42-2; 42-4; 42-6	600.00								
	42-5	800.00								

D.L.M. Oilfield Enterprises Ltd. - in Receivership
Ernst & Young Inc., Receiver
Summary of Offers Received

LOT Number	UNIT Number	Bidder:	Maynards Industries Canada Ltd.	Osman Auction	McDougall Auctioneers Ltd.	Century Auctions & Tiger Group	C3 - Crescent Commercial Corporation	Ritchie Bros.	John Theriault	KMC Oilfield
		Date Rec'd.:	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019
		Top Bids / Offers								
	42-2	1,500.00							1,500.00	
	ALL	850.00								
43		0.00								
44	44-1	200.00								
45		0.00								
46		0.00								
47		0.00								
48	ALL	2,500.00								
	48-2	4,000.00								
	ALL	1,000.00								1,000.00
49		0.00								
50		0.00								
51		0.00								
52		0.00								
53		0.00								
54	54-1	400.00								
55	55-1	1,000.00								
	55-2	200.00								
	ALL	2,000.00								
	ALL	2,000.00								
56	56-2	1,400.00								
57	ALL	200.00								
	ALL	6,000.00								
	ALL	505.00								
58	58-1; 58-2	70.00								
59		0.00								
60		0.00								
61	ALL	610.00								
62	ALL	500.00								500.00
63		0.00								
64		0.00								
65		0.00								
66		0.00								
67	ALL	31,500.00								
68	ALL	2,050.00								
69	69-1; 69-2; 69-3	30.00								
	ALL	450.00								
70	222T	10,000.00								

D.L.M. Oilfield Enterprises Ltd. - in Receivership
Ernst & Young Inc., Receiver
Summary of Offers Received

LOT Number	UNIT Number	Bidder:	Maynards Industries Canada Ltd.	Osman Auction	McDougall Auctioneers Ltd.	Century Auctions & Tiger Group	C3 - Crescent Commercial Corporation	Ritchie Bros.	John Theriault	KMC Oilfield
		Date Rec'd.:	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019
		Top Bids / Offers								
Other	Misc. equip.	1,550.00								
En Bloc		7,100,000.00	6,825,000.00	5,000,000.00	5,091,491.00	4,619,000.00	7,100,000.00	4,391,000.00		
TOTAL BIDS RECEIVED			6,825,000.00	5,000,000.00	5,091,491.00	4,619,000.00	7,100,000.00	4,391,000.00	2,500.00	203,500.00

D.L.M. Oilfield Enterprises Ltd. - in Receivership
Ernst & Young Inc., Receiver
Summary of Offers Received

LOT Number	UNIT Number	Bidder:	Prairie Tech Oilfield Services	Boon Energy	Movac Mobile Vacuum Services Ltd.	1263943 Alberta Ltd.
		Date Rec'd.:	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019
		Top Bids / Offers				
1	ALL	51,250.00			51,250.00	
2	302; 303	20,000.00				
	ALL	45,000.00				
	301	75,000.00				
3		0.00				
4		0.00				
5	ALL	301,000.00				
	22	10,000.00				
6	52-	0.00				
7	52; 53; 55; 56	280,000.00				
8	119	10,000.00				
9	ALL	151,000.00				
10	125	115,000.00				
11	230	75,000.00				
12	224; 224T	10,000.00				
13	225; 225T	10,000.00				
	249; 249T; 252T	122,500.00			122,500.00	
14	232; 232T	50,000.00				
15	234	100.00				
16	253; 253T	146,500.00	146,500.00			
	253	42,000.00				42,000.00
17	258	50,000.00	50,000.00			
18	704	55,000.00				
	ALL	251,000.00				
	704	45,000.00				
19	CT1; CT2; CT4	9,000.00				
	ALL	10,750.00				
20	20-7; 20-9	41,700.00				
	ALL	13,000.00				
	Class II BOP; 20-3; 20-9	9,500.00				
21	ALL	85,000.00				
	ALL	25,000.00				
	Ruby 1	15,000.00				
	ALL	900.00		900.00		
22	22-1; 22-2; 22-4	4,500.00				
	All	41,000.00				
	C-1	3,500.00				

D.L.M. Oilfield Enterprises Ltd. - in Receivership
Ernst & Young Inc., Receiver
Summary of Offers Received

LOT Number	UNIT Number	Bidder:	Prairie Tech Oilfield Services	Boon Energy	Movac Mobile Vacuum Services Ltd.	1263943 Alberta Ltd.
		Date Rec'd.:	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019
		Top Bids / Offers				
	401; C-1	18,000.00				
	401; 22-4; 22-6	22,865.00			22,865.00	
	22-2	1,000.00				
23	ALL	1,000.00				
	ALL	12,500.00			12,500.00	
24	P13; P16; P19	2,000.00				
	P28	10,000.00				
	P15; P27; P28	9,000.00				
	P123; P28	29,500.00			29,500.00	
25		0.00				
26	T3; T-08	200.00				
27	ALL	25,000.00				
	27-20	1,000.00				
	ALL	800.00		800.00		
	27-11	350.00			350.00	
28		0.00				
29		0.00				
30	30-1	200.00				
	30-3	1,500.00				
	ALL	5,100.00				
31		0.00				
32	ALL	3,000.00				
	32-5	750.00				
	ALL	2,100.00		2,100.00		
33	33-9	1,800.00		1,800.00		
34	ALL	5,000.00				
35	ALL	5,000.00				
36		0.00				
37	ALL	1,100.00				
38		0.00				
39		0.00				
40		0.00				
41	ALL	6,500.00				
	41-1	500.00				
	41-2; 41-4	400.00				
42	42-1; 42-2; 42-4; 42-6	600.00				
	42-5	800.00				

D.L.M. Oilfield Enterprises Ltd. - in Receivership
Ernst & Young Inc., Receiver
Summary of Offers Received

LOT Number	UNIT Number	Bidder:	Prairie Tech Oilfield Services	Boon Energy	Movac Mobile Vacuum Services Ltd.	1263943 Alberta Ltd.
		Date Rec'd.:	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019
		Top Bids / Offers				
	42-2	1,500.00				
	ALL	850.00		850.00		
43		0.00				
44	44-1	200.00				
45		0.00				
46		0.00				
47		0.00				
48	ALL	2,500.00				
	48-2	4,000.00		4,000.00		
	ALL	1,000.00				
49		0.00				
50		0.00				
51		0.00				
52		0.00				
53		0.00				
54	54-1	400.00				
55	55-1	1,000.00				
	55-2	200.00				
	ALL	2,000.00				
	ALL	2,000.00				
56	56-2	1,400.00		1,400.00		
57	ALL	200.00				
	ALL	6,000.00				
	ALL	505.00			505.00	
58	58-1; 58-2	70.00				
59		0.00				
60		0.00				
61	ALL	610.00			610.00	
62	ALL	500.00				
63		0.00				
64		0.00				
65		0.00				
66		0.00				
67	ALL	31,500.00			31,500.00	
68	ALL	2,050.00			2,050.00	
69	69-1; 69-2; 69-3	30.00				
	ALL	450.00			450.00	
70	222T	10,000.00				

D.L.M. Oilfield Enterprises Ltd. - in Receivership
Ernst & Young Inc., Receiver
Summary of Offers Received

LOT Number	UNIT Number	Bidder:	Prairie Tech Oilfield Services	Boon Energy	Movac Mobile Vacuum Services Ltd.	1263943 Alberta Ltd.
		Date Rec'd.:	May 23, 2019	May 23, 2019	May 23, 2019	May 23, 2019
		Top Bids / Offers				
Other	Misc. equip.	1,550.00		1,550.00		
En Bloc		7,100,000.00				
TOTAL BIDS RECEIVED			196,500.00	13,400.00	274,080.00	42,000.00

Schedule "B"

Crescent
Commercial
Corporation

5430 Royalmount
Montreal (Quebec)
H4P 1H7 Canada

Mtl: 514.345.8000
TO: 416.283.2221
Fax: 514.342.7874

www.c3.com

May 29, 2019

Ernst & Young Inc.
Suite 1400
PO Box 44
10423-101 St.
Edmonton, AB
T5H 0E7

Re: D.L.M Oilfield Enterprises Ltd

Dear Mr. McCulloch,

In connection with the Ernst & Young Inc call for tenders for the assets of **D.L.M Oilfield Enterprises Ltd.** (the "Company") as stated in the Call for Tenders Package, dated April 29 , 2019 (the "Package"), C3-Crescent Commercial Corporation, in partnership with Capital Recovery Group and PPL Group (together "C3") are pleased to make the following alternative offers for all of the assets and all of the contents thereof (the "Assets") located at the Company's facilities at 61219 Range Road 461 Suite #2, Box 7616 Bonnyville, AB, T9A 2H9 and 4725 Railway Ave, Elk Point, AB, T0A 1A0 (together the "Facilities") floor to ceiling, wall to wall, including, but not limited to, the assets identified as "SCHEDULE A" in the Package.

Offer #1 - Outright Purchase:

A global offer for the total amount of **CDN$7,100,000** for the Assets.

Or

Crescent Commercial Corporation

Offer #2 – Net Minimum Guarantee:

We hereby offer to conduct a sale of the Assets on your behalf, based on a net minimum guaranteed amount of **CDN$7,000,000**. Our fee for conducting the sale is 15% of the gross proceeds of the sale from dollar one, plus our expenses which are not to exceed CDN$500,000. In addition, we shall be permitted to collect and keep for our own account, any buyers' premium. We will pay the 15% deposit in accordance with the conditions below, and the remainder of the guarantee will be paid from the proceeds of the sale. Once the guarantee has been paid, we will be entitled to collect our entire fee, expenses, and any buyers' premium. Any surplus amounts will be paid to the Receiver. We reserve the right to pre-sell assets as we deem appropriate.

Our offer is subject to the following conditions:

1. Verification of assets and any shorts will be adjusted on a mutually agreeable basis.
2. All vehicles must be remitted to us in functional, road worthy, working condition, which includes, but is not limited to vehicles having all their tires, functioning and charged batteries, motors, transmission, brakes, mechanical and electrical systems unless the vehicle was described as non-functioning in the Package.
3. All items must be free and clear of any and all liens and encumbrances and the vendor must convey good and valid titles and registration documents to the Assets, by way of full and unencumbered ownership rights free of all third-party rights (including rights of lessors, vendors and/or lessees), as well as keys for each vehicle, by no later than the commencement of the Occupancy Period.
4. Any toxic or hazardous waste, or environmental pollutants of any kind, including, paints, and other chemicals found on or about the Assets or the premises remain the property and responsibility of the vendor. We reserve the right to abandon unsalable items.
5. We reserve the right to use the name and logo of the Company in all our marketing materials.

Crescent
Commercial
Corporation

6. We require exclusive use of the Facilities for a period of 120 days, excluding statutory holidays (the "Occupancy Period"), occupancy free, including appropriate security. In addition, we require an option to extend the Occupancy Period on a month by month basis at a rate to be mutually agreed upon. The Occupancy Period shall commence after acceptance of our offer and upon receiving keys & exclusive access to the Facilities.

7. This offer letter and the terms and conditions contained herein, shall form an integral part of any final purchase and sale agreement.

8. The parties recognize that time is of the essence and that it is essential to finalize the sale as quickly as possible. The Receiver acknowledges that an excessive delay in concluding the sale after the acceptance of our offer may materially harm our ability to sell the Assets.

9. Upon acceptance of our offer a deposit (15%) will be wired to the Receiver.

10. This offer is valid until Thursday May 30, 2019 at 5:00 p.m. EDT.

If you have any questions or require any further information, please do not hesitate to contact the undersigned at +1-514-999-3355.

Yours truly,
C3 – Crescent Commercial Corporation

s/ Jasen Kisber
Managing Director

ASSET SALE PROPOSAL FOR

D.L.M. OIL FIELD ENTERPRISES LTD.

May 28, 2019

Ernst & Young Inc
10423-101 Street Suite 1400
Edmonton, AB
T5H 0E7

Maynards

Maynards

Maynards Industries Canada Ltd
75 International Blvd., Suite 102
Toronto ON M9W 6L9
Canada

T: 416.242.3560
F: 416.242.5085

www.maynards.com

May 28, 2019

Daniel.Pintaric@ca.ey.com

Ernst & Young Inc.
10423-101 Street, Suite 14000
Edmonton, AB
T5H 0E7

Attention: Mr. Daniel Pintaric

Dear Mr. Pintaric:

Re: PROPOSED AUCTION OF D.LM. OIL FIELD ENTERPRISES LTD. (The Company)

This letter and proposal is with respect to Maynards Industries Canada Ltd. (Maynards) acting as sales agent for Ernst & Young Inc (The Receiver), to sell the assets of The Company.

Maynards has 117 years of business expertise in specialized global auction and liquidation services, and in the appraisal of industrial equipment and commercial/retail inventories. Working from offices in the United States, Canada, Europe, Japan and China, Maynards offers leading-edge recovery strategies for both large and small asset monetization projects.

Maynards has significant experience in the Oil & Gas and related industries where we generate sales in the tens of millions of dollars in any given year.

We welcome the opportunity to be of service to you on this project. We are confident, based on our experience in this industry and managing large-scale industrial sales, that Maynards is the ideal firm to manage this sale on your behalf.

Should you have any questions or require additional information, please do not hesitate to contact me at 647-828-8895

Yours truly,

M. McIntosh

Mike McIntosh
Executive Vice-President
mmcintosh@maynards.com

METHOD OF SALE

Having viewed certain assets of The Company, Maynards Industries Canada Ltd. (Maynards) here-with submits its proposal to The Receiver to liquidate these same assets.

Our offer encompasses all assets and inventory as described in the information package provided and listed and as per our inspection.

To maximize the total proceeds to The Receiver, as sales agent, Maynards recommends holding a 1-2 day on-site auction in July 2019

We offer the following proposal structure for your consideration:

Commission

Maynards will charge a 0% commission. For all sales, Maynards will collect and retain an industry standard of a 18% buyer's premium for onsite/online sales.

Maynards will charge an expense budget not to exceed $125,000.

Net Minimum Guarantee (NMG)

Maynards' NMG would be $6,825,000; the next $200,000 will be for Maynards' account. All sales over $7,025,000 will be go to the Receiver..

Maynards will charge and retain from buyers a 18% Buyer's Premium (BP) for Maynards' account.

All out of pocket costs associated with advertising, travel, etc., will be borne by Maynards.

FINANCIAL REPORTING

Maynards maintains state-of-the-art asset tracking and financial management systems, providing unquestionable accountability throughout the sale process. All funds collected will be remitted three weeks following the auction date and complete audit trails of all sales will exist.

TAXES

Maynards will collect and remit all applicable taxes according to government regulations and guidelines.

ADVERTISING CAMPAIGN

Our experience has proven that utilizing a variety of advertising and promotional media to support our marketing program will increase the overall return to the Receiver. The marketing program tailored specifically to the Company will include the following:

- **Brochures** | Maynards will design and mail colour brochures promoting the auction. These brochures will include numerous pictures and technical details of the assets and will be marketed to a global audience.

- **Direct Mail** | Maynards has developed and maintained an extensive global database of over 750,000 potential buyers and contacts, gathered and qualified from over 100 years in business and countless auctions. Utilizing this database, Maynards will specifically target customers in a variety of industries including, but not limited to, Oil & Gas Services, etc. Our primary marketing program will be targeted to end users, dealers and brokers in the related sectors.

- **E-Brochures** | Maynards also maintains an extensive listing of buyers who favour receiving industrial liquidation information electronically. The Company assets will be emailed to these potential buyers, detailing what equipment is available.

- **Email Marketing** | Maynards will send out detailed email marketing blasts to our internal contact lists as well as to relevant 3rd party lists. The e-blasts will contain sale information, contact details, photographs of assets available and links to Maynards' website for complete sale information.

- **Website** | The auction logistics, together with photographs and technical details of The Company assets and specific equipment, will be placed in The Companies customized event listing on our website (www.maynards.com). The event listing on our webpage will include sale information, list all equipment in detail, provide a link for visitors to download an eBrochure (PDF), and allow potential customers to search for specific pieces within the lot listings.

- **Newspaper Advertising/Trade Journals/Industry Publications** | Detailed advertising will be placed in appropriate newspapers, trade journals and industry publications, time permitting. Respondents to our advertising will also receive our colour brochure and be referred to our website. All advertising will be reviewed with Deloitte Restructuring Inc., in advance of publishing.

- **Advertising with Other Maynards Sales** | The Auction will be advertised together with our other industrial auction mailings, where appropriate. Doing this may effectively triple the number of potential buyers contacted.

- **Special Contact** | There are specific individuals, organizations, and professionals in the industry who will be important to the sale. Our contact management program will be utilized to telephone major companies in the industry, prioritize interest, and match equipment offerings with potential clients. This program should yield increased proceeds from the sale of specialized systems and complete production lines.

- **Lot-by-Lot Auction Catalogues** | Maynards will prepare a Lot-by-Lot auction catalogue, providing a full description and other pertinent information for the Company assets. Catalogues are available to all prospective buyers during the preview and auction days. Buyers can also download the catalogues directly from our website.

ONSITE AND ONLINE WEBCAST AUCTION

As organizations and individuals have become more comfortable purchasing items over the Internet, Maynards simultaneously webcasts onsite auctions over the Internet through our industry leading online auction portal BidSpotter. Our experience has been that approximately 15% to 30% of total auction sales are made over the Internet and in many instances, online buyers are the second highest Bidders, thus helping to increase prices. Buyers also benefit by saving time and money by bidding from the comfort of their office.

Due to the above, the Company assets will also be auctioned simultaneously over the Internet. Utilizing this medium may significantly increase the number of bidders, allowing participation by the global marketplace and raising the total auction proceeds.

ABSENTEE BIDDERS

In addition to the webcast, for buyers who are unable to physically attend the auction, the option of placing absentee bids will be marketed through both the Maynards website and the promotional brochure.

CONSIGNMENT

Where possible, we may like to add non-conflicting pieces of equipment to the sale that would improve the auction's drawing capacity.

PREPARATION OF THE AUCTION

Our plan is to immediately dedicate sufficient resources to work onsite to prepare the assets for sale and to develop a working relationship with The Company personnel.

A well-planned auction is critical to maximizing the overall return, and Maynards' success is an immediate result of the interactive approach to preparation taken on each and every sale. This includes looking not only at the big picture – ensuring the auction is well organized and laid out, key assets are properly marketed to the *right* customers, etc. – but also ensuring the small details have been looked after, such as having the equipment manuals, installation drawings and maintenance records readily available with the equipment.

To provide the Receiver with the highest return possible, Maynards' personnel will supervise the sale set-up site and will oversee operations to organize the assets to be sold at auction.

DISMANTLING AND EQUIPMENT REMOVAL

Maynards will work on-site for one week following the auction to oversee the removal or preparation of the removal of the equipment from the auction site.

SAFETY HEALTH REGULATIONS

Maynards' personnel will become cognizant of the Company's Safety Regulations and abide by these regulations when operating on the site. Maynards will make every effort to ensure that clients viewing and removing equipment operate within these guidelines. Maynards' personnel will work in cooperation with the Company's personnel at all times.

FORCE MAJEURE

In the event of fire, strike or natural disaster, Maynards shall be held harmless from any and all liability if such disaster shall affect the conduct or timing of the sale or any of the assets of the Company.

EN BLOC

Should an "entirety sale" offer be accepted at any time throughout the term of our contract, Maynards will be entitled to our full commission, based on the purchase price, and shall be reimbursed within a reasonable time for all costs of canceling the auction (i.e., advertising, travel, accommodation, etc.).

RESPONSIBILITIES OF THE RECEIVER

SYSTEM OPERATIONS

Throughout the duration of our contract, The Receiver shall be responsible for the following:

- Any existing security systems should remain in effect until all equipment has been removed from the property.
- Representatives of The Company who are familiar with the mechanical, electrical and fire protection systems are to be available as necessary to Maynards' Project Manager.
- Existing communications systems, such as telephones, internet and facsimile machines, should remain in place and operative until the completion of the sale and removal of the equipment.

OCCUPATIONAL USE OF THE PREMISES

The Receiver is to ensure that Maynards has occupational, rent-free use of the premises, with no interference as a result of labour strife and/or influence beyond our control.

INSURANCE

Maynards provides an umbrella policy of $5,000,000 covering public liability during the length of our contract. Maynards requires that it be provided with an endorsement naming Maynards as an Additional Insured on The Company policies on the assets throughout the term of Maynards' engagement.

The Recevier's insurance coverage on plant and equipment and other assets must remain in effect until all assets are removed from the sale site. Should an insurance claim be required as a result of damage caused by fire, flood, theft, etc., proceeds received on any assets that otherwise would have been sold shall be considered proceeds from sale and Maynards' commissions shall apply.

The Receiver shall indemnify and save harmless Maynards from and against all claims, liabilities, costs and expenses, including actual legal costs, incurred by Maynards as a result of any third party claiming an interest in any of the assets or the proceeds of the sale.

ENVIRONMENTAL

All environmental concerns will be the responsibility of The Receiver.

PROPOSAL CONDITIONS

The terms of this proposal are subject to an agreeable, signed Auction and Liquidation Services Agreement between Maynards and the Receiver, and final inspection and verification of the assets. Our proposal is based on the asset list provided by the Receiver, in the sales package and our physical inspection.

Schedule "C"

SCHEDULE "C"

SALE PROCEEDS	NET PROCEEDS RECOVERED BY RECEIVER		
	Initial C3 Offer	Amended C3 Offer	Amended Maynards Offer
$6,000,000	$7,100,000	$7,000,000	$6,825,000
$7,000,000	$7,100,000	$7,000,000	$6,825,000
$8,000,000	$7,100,000	$7,000,000	$7,800,000
$9,000,000	$7,100,000	$7,150,000	$8,800,000

Schedule "D"

THIS Auction and Liquidation Services Agreement dated for reference the __ day of June, 2019

MADE BETWEEN:

ERNST & YOUNG INC, in its capacity as the Court-Appointed Receiver of the assets, undertakings and properties of D.L.M. Oilfield Enterprises Ltd. and not in its personal or corporate capacity

(hereinafter referred to as the **"Receiver"**)

OF THE FIRST PART

AND:

MAYNARDS INDUSTRIES CANADA LTD.

(hereinafter referred to as the "**Auctioneer**")

OF THE SECOND PART

WHEREAS:

A. Pursuant to an Order of the Court of Queen's Bench of Alberta granted February 8, 2019 in Court File No. 1803-22289 (the "**Action**"), Ernst & Young Inc. was appointed as Receiver (the "**Receiver**") of the assets, undertaking and properties of D.L.M. Oilfield Enterprises Ltd. (the "**Debtor**");

B. The Auctioneer submitted a proposal to the Receiver dated May 28, 2019 to liquidate the assets of the Debtor listed in **Schedule "A"** attached hereto (the "**Assets**"); and

C. The Receiver wishes to retain the Auctioneer to sell the Assets on behalf of the Receiver, subject to the terms and conditions hereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Receiver and the Auctioneer agree as follows:

1. RETENTION OF THE AUCTIONEER

1.1 The Receiver hereby exclusively retains the Auctioneer to carry out, and the Auctioneer hereby agrees to carry out, a sales program and run an auction or auctions (the "**Auction**") with respect to the Assets on the terms and conditions as set forth in this Agreement.

1.2 The Receiver and the Auctioneer covenant and agree with each other to carry out their respective obligations under this Agreement, including without limitation the obligations as set forth in **Schedule "B"** to this Agreement.

1.3 The Auctioneer will not, and has no authority to, incur any liability or obligation on behalf of the Receiver, unless otherwise specifically authorized and approved in writing by the Receiver in its sole discretion.

2. THE AUCTION

2.1 The Auctioneer has guaranteed and does hereby guarantee a net minimum payment to the Receiver of **$6,825,000**, subject to adjustment pursuant to ~~Section~~ Sections 2.5 and 2.6 of this Agreement, (the "**NMG**"), regardless of the amount of proceeds received from sale of the Assets pursuant to this Agreement.

2.2 The Auctioneer will charge a 18% buyer's premium with respect to all sales of the Assets ("**Buyer's Premium**") for its account, which shall be an amount paid by the ultimate purchasers directly to the Auctioneer that is in addition to (and not part of) the purchase prices offered by the purchasers and accepted by the Auctioneer in respect of the Assets.

2.3 The "**Gross Sale Proceeds**" obtained from the Auction shall comprise:

(a) the purchase price bid by the purchasers and accepted by the Auctioneer in respect of the Assets; and

(b) the Buyer's Premium;

2.4 The Gross Sale Proceeds, net of (i) applicable taxes and (ii) Buyer's Premium (the "**Net Sale Proceeds**"), shall be distributed as follows:

(i) firstly, to the ~~Receiver~~ Auctioneer in the amount of ~~**$6,825,000** on account of the NMG~~the Affected Tank Costs (as defined below);

(ii) secondly, to the Receiver in the amount of $6,825,000 (on account of the NMG) less the amount of the Affected Tank Costs;

(iii) ~~(ii)secondly,~~ thirdly, to the Auctioneer in an amount of $200,000 on account of its services; and

~~(iii) thirdly, to the Auctioneer in an amount not to exceed **$125,000** in respect of the Auctioneer's expense budget as further described in Section 2.9 **[NTD: E&Y to confirm whether this is to paid independent of Section 2.9 or whether this is the amount to be paid if Section 2.9 is engaged]**; and~~

(iv) fourthly, all Net Sale Proceeds remaining after the amounts described in Sections 2.4(i)-(iii) have been distributed shall be paid to the Receiver.~~**[NTD: MLTA to revise if 2.4(iii) is removed]**~~

2.5 If any of the Assets are removed from the sales process of the Auction by the Receiver, the NMG shall be reduced by an amount equal to the reasonable liquidation value of the removed assets, as agreed to between the Receiver and Auctioneer. If the reasonable liquidation value of a removed assets cannot be agreed to between the Receiver and Auctioneer, the parties shall jointly retain a respected liquidator (the "**Third Party**

Liquidator") to determine the reasonable liquidation value of the assets removed by the Receiver and such amount determined by the Third Party Liquidator shall be binding on the parties, subject to appeal or judicial review to the Court of Queen's Bench of Alberta in the Action.

2.6 Any Assets that are removed from the sales process of the Auction due to damage or destruction that occurred after the execution of this Agreement and the subject of an insurance claim, for which insurance proceeds are paid, shall be dealt in the manner set forth in Section 2.5, and the Receiver shall keep the entirety of the insurance proceeds paid for the removed items.

2.7 The Auctioneer will pay any amounts payable to the Receiver from the Net Sale Proceeds within 10 days following the applicable sale date by way of wire transfer to the account stipulated by the Receiver.

2.8 Subject to Section 2.9, the Auctioneer shall be responsible for and shall pay at its sole cost and expense all marketing, advertising, travel and other expenses incurred by the Auctioneer in connection with the Auction.

2.9 In the event that a reasonably sufficient number and value of Assets are damaged or destroyed after the execution of this Agreement, and as such and otherwise are removed from the sales process of the Auction as contemplated in Section 2.5 and 2.6, such that the Auction reasonably cannot be effectively and profitably run in the reasonable discretion and determination of the Auctioneer:

(a) the Auctioneer shall be reimbursed by the Receiver for all reasonable out of pocket expenses incurred by the Auctioneer (excluding all legal costs) in connection with the Auction to the date that such determination is made; and

(b) the Auctioneer may, in consultation with and the agreement of the Receiver, either:

(i) proceed to sell the remaining Assets and reduce the NMG by an amount equal to the reasonable liquidation value of the removed assets, as agreed to between the Receiver and Auctioneer in accordance with the process set out in Section 2.5; or

(ii) abandon any remaining or unsold Assets, with any previously sold Assets still being dealt with in accordance with the terms of this Agreement.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS WITH RESPECT TO THE ASSETS

3.1 The Receiver shall, promptly following approval of this Agreement by the Court of Queen's Bench of Alberta in the form of the Approval Order (as defined below), deliver to the Auctioneer a copy of all pertinent documents that are at that time already in the possession of the Receiver relating to the Assets, including, without limitation, all documents of title, operating manuals, warranties, and all documents respecting registrations.

3.2 The Receiver shall provide, or make commercially reasonable efforts to provide, to the Auctioneer and its agents, employees and representatives, access to the Assets where they are located (the "**Premises**") from the date of court approval of the Approval Order (or such date earlier as agreed to by the Receiver) until ~~such date that is 75 days following the date of court approval of the Approval Order~~September 30, 2019, or such later date as agreed by the parties hereto (the "**General Deadline**"), for the purposes of showing the Assets to prospective purchasers, preparing for and conducting the Auction, completing all sales, and removing the Assets upon their sale. The Receiver agrees to pay, until the General Deadline at its sole cost, all applicable rent and shall be responsible for the continued supply of all utilities to the Premises including, without limitation, gas, water, heat and hydro, and for the maintenance of insurance coverage on the Premises and Assets~~ (the "**Occupancy Costs**"). **[NTD: E&Y to advise is this mechanism is appropriate given the location(s) of the Assets]**~~.

3.3 The Receiver shall provide, and upon reasonable request by the Auctioneer, do, execute and deliver all further assurances, acts and documents for the purpose of conveying right, title, and interest of the Assets to any purchaser contemplated herein.

3.4 Except as expressly provided herein, the Auctioneer acknowledges that the Assets are being provided for the Auction on an "as is, where is" basis and without any representation or warranty of any kind and that it has inspected the Assets in their state, condition and location existing as of the date of this Agreement. For greater certainty, the Auctioneer acknowledges that, except as expressly provided herein, the Receiver makes no representation, warranty or condition, whether statutory including under the *Sale of Goods Act* (Alberta), express or implied, oral or written, legal, equitable, conventional, collateral or otherwise in this Agreement or in any instrument furnished in connection with this Agreement as to title, outstanding liens, description, fitness for purpose, merchantability, condition, quality, value, suitability, durability, compliance or non-compliance with environmental rules, regulations or legislative provisions, or marketability thereof or in respect of any other matter or thing whatsoever including, without limitation, the right, title and interest of the Receiver, if any, therein and wherever all or part of the Assets are situate.

3.5 Without limiting the generality of Section 3.4, the Auctioneer:

(a) acknowledges that the Receiver makes no representations or warranties, whatsoever as to the existence or non-existence of any substances or things or mixture of them which alone, or in combination, or in concentrations, are flammable, corrosive, reactive or toxic or which might cause adverse effects or be deemed detrimental to living things or to the environment, including, but not limited to, any pollutant, contaminant, toxic or hazardous substance, such as, by way of example, urea formaldehyde, asbestos, polychlorinated biphenyl, radium, radon, radon progeny, pesticides, or any other substance, liquid or material with which the removal, manufacture, preparation, generation, use, maintenance, storage, transfer, handling or ownership is subject to any laws, rules or regulations, including without limitation any environmental laws, rules or regulations. The Receiver specifically makes no representation regarding the compliance of the Assets with any environmental legislation, whether federal, provincial or municipal or with respect to any rule, regulation, covenant or agreement whether statutory or non-statutory; and

(b) agrees to indemnify the Receiver and hold the Receiver harmless from and against all losses, costs, damages, expenses and costs (including legal fees calculated as between a solicitor and own client with a right to full indemnity) which the Receiver may sustain, incur be or become liable for by reason of or arising from anything done by the Auctioneer in relation to the Assets or the lands upon which the Assets are located in contravention of any environmental legislation or other law. This indemnity will survive any expiration or termination of this Agreement.

3.6 The Auctioneer shall sell the Assets on an "as is, where is" basis to any Purchasers, and neither the Receiver nor the Auctioneer shall make, vis-à-vis, any third party purchasers, any representations, conditions or warranties in respect of the Assets. The Parties agree there are no terms or conditions whatsoever, whether expressed, implied, statutory or otherwise (including, without limitation, those under the *Sale of Goods Act* (Alberta) and the *International Sale of Goods Contracts Convention Act* (Canada)) with respect to the Assets or any of them or any other matters whatsoever in any way related to the subject matter of this Agreement.

3.7 The Auctioneer has conducted its own due diligence, independent inspection, and investigation respecting the Assets and is satisfied with the Assets in all respects in proceeding with the transaction contemplated by this Agreement. The Auctioneer confirms that it has relied entirely on its own inspection, due diligence and investigation in preparing and finalizing the Schedules attached hereto and acknowledges that, except as expressly provided herein, the Receiver has made no representations as to the accuracy and completeness of the Schedules.

3.8 If there is a dispute respecting the ownership of any of the Assets sold by the Auctioneer or any claims relating thereto, the Auctioneer may pay the proceeds in respect of such Assets to the Receiver by way of separate cheque, deposit or transfer, and the Receiver shall hold continue to hold such amounts in its trust account until the Court of Queen's Bench of Alberta in the Action grants an Order that directs the release or distribution of such funds.

3.9 Upon completion of the Auction contemplated, the Auctioneer will oversee the removal or preparation of the removal of the Assets, in coordination with the Receiver, from the Premises for approximately 2 weeks. The Auctioneer shall otherwise have the right to abandon any remaining or unsold Assets. Any third party costs or expenses incurred in connection with the clean-up of the Premises or storage of the Assets on the Premises shall not be the responsibility of the Auctioneer.~~**[NTD: E&Y to advise is this timeline is appropriate given the location(s) and nature of the Assets]**~~

4. COURT APPROVAL

4.1 The obligation of both the Receiver and the Auctioneer to complete the transaction contemplated herein is conditional upon approval by the Court of Queen's Bench of Alberta in the Action of (i) the Receiver entering into this Agreement and (ii) a Sale Approval and Vesting Order to be in a form acceptable to both parties hereto (the "**Approval Order**"), and the Approval Order not having been permanently stayed, dismissed, or reversed on appeal.

4.2 If the Court of Queen's Bench of Alberta does not approve Receiver entering into this Agreement or approve the Approval Order, or vacates, sets aside or varies any such Order, for any reason whatsoever (except any wilful misconduct of the Receiver), then the Receiver and the Auctioneer will not be liable to each other or any other person in any way whatsoever, in connection therewith.

4.3 The Receiver will apply to the Court for the Approval Order by no later than June 30, 2019. ~~**[NTD: Extend if court application cannot be booked June 25, 26, 27, 2019]**~~

4.4 The Receiver will make reasonable efforts, but is not obligated or guaranteed, to obtain a Sealing Order respecting this Agreement when it applies to the Court of Queen's Bench of Alberta for the Approval Order.

5. DUTIES OF AUCTIONEER

5.1 Except as otherwise provided for in this Agreement, the Auctioneer shall at its own cost and expense:

(a) provide commercially reasonable best efforts to conduct the Auction in accordance with its terms and the terms of this Agreement;

(b) provide sufficient licensed auctioneers and other personnel as is generally required for the holding of the Auction;

(c) supervise the inspection of the Assets, in coordination with the Receiver, by potential purchasers prior to the Auction;

(d) prepare for, arrange, conduct and conclude the Auction including, but not limited to, advertising, auction-related set-up, administrative services, collection of proceeds, banking, security/check out personnel, etc.;

(e) advertise and promote the Auction. The Auctioneer shall seek the prior consent of the Receiver to the form and content of all advertising and such consent shall not to be unreasonably withheld;

(f) organize, inventory, tag and lot the Assets for the Auction;

(g) provide administrative services relating to the transfer of ownership of Assets to purchasers such that title to the Assets can be conveyed to the purchasers;

(h) allow representatives of the Receiver to be present at any pre-inspections of the Assets, set up related to the Auction, the Auction and to have access to all of the Auctioneer's records concerning the sale of the Assets; and

(i) provide the accounting described in Section 2 of Schedule "B" hereto.

6. DUTIES OF RECEIVER

6.1 The Receiver covenants and agrees to, on or before July 19, 2019, flush, remove and dispose of all products, chemicals and Contaminants (as defined below) from all tanks listed in Schedule "C" attached hereto (the "**Affected Tanks**"). Such flushing, removal and disposal shall be completed in accordance with all laws, rules or regulations, including without limitation any environmental laws, rules or regulations.

6.2 The Receiver shall indemnify, defend and hold harmless the Auctioneer, and its officers, directors, employees, agents and shareholders, and their respective successors and assigns, from any and all claims, liabilities, costs and expenses, including but not limited to actual legal costs, fines, penalties, damages and losses, which the Auctioneer may sustain, incur or be subject to, arising out of, with respect to, or as a direct or indirect result of, the presence of any products, chemicals or Contaminants, known or unknown, on, in or under, or the escape, seepage, leakage, spillage, discharge, transfer, disposal, emission or other release of the same, known or unknown, on, under or from any part of the Affected Tanks.

6.3 The Auctioneer shall have the right, but shall not be obliged to, cause the flushing, removal and disposal of all products, chemicals and Contaminants from any of the Affected Tanks, provided that:

(a) the indemnity provided by the Receiver in Section 6.2 shall not be affected or impacted in any way; and

(b) all sums expended by the Auctioneer in completion of such flushing, removal and disposal ("**Affected Tank Costs**") shall be due, owing and payable by the Receiver in accordance with Section 2.4.

7. ~~1.32~~ADDITIONAL REPRESENTATIONS, WARRANTIES AND CONDITIONS

7.1 ~~1.33~~The Receiver has, or will have after obtaining the Approval Order, all necessary authority to execute and deliver this Agreement and all other documents and instruments contemplated herein or therein, and all necessary authority to complete the transactions contemplated by this Agreement.

7.2 ~~1.34~~The Auctioneer represents, warrants and acknowledges to the Receiver that:

(a) the Auctioneer is a corporation duly incorporated, organized and subsisting under the laws of Alberta;

(b) the Auctioneer has good and sufficient power and authority to enter into this Agreement and to complete the transactions contemplated by this Agreement;

(c) this Agreement constitutes a valid and legally binding obligation of the Auctioneer, enforceable against the Auctioneer in accordance with its terms;

(d) the Auctioneer will, prior to conducting any sales pursuant to this agreement, be registered under Part IX of the *Excise Tax Act* (Canada) and shall have all necessary registrations and authority to collect, report and remit any applicable taxes on or with respect to any sale of any Assets by the Auctioneer pursuant to this agreement, in all applicable jurisdictions; and

(e) the Auctioneer has not jointly elected with the Receiver pursuant to section 177(1.3) of the *Excise Tax Act* (Canada); and

(f) the Auctioneer holds all required permits and licenses required to perform its obligations under this Agreement.

7.3 ~~1.35~~The representations, warranties and covenants of the Auctioneer set forth in this agreement will survive completion of the transactions contemplated by this Agreement.

8. ~~1.36~~MISCELLANEOUS

8.1 ~~1.37~~This Agreement may be terminated and the Auction contemplated hereby may be abandoned at any time prior to the Closing Date, as the case may be:

(a) by mutual written consent of the parties; and

(b) by either of the parties if any court of competent jurisdiction or other governmental authority shall have issued an order, decree or ruling, or taken any other action specifically restraining, enjoining or otherwise prohibiting the transaction or Auction, as a whole, which has not been set aside on or before~~,~~ ~~September 3~~ **July 19, 2019**.~~**[NTD: Date to be determined based on reply NTD at Section 4.3]**~~

8.2 ~~1.38~~All references to currency in this Agreement and in the schedules hereto are to lawful currency of Canada.

8.3 ~~1.39~~If the doing of any act pursuant to this Agreement falls on a day on a bank holiday or weekend, then the time for the doing of such act shall be deemed to be the next day that is not a bank holiday or weekend.

8.4 ~~1.40~~Any notice, request, instruction or other communication to be given hereunder by any party to the other shall be in writing and effective when delivered by fascmile or by electronic mail to the addresses and/or email addresses set forth as follows:

The Receiver:
Ernst & Young Inc.
10423- 101 Street
Suite 1400, PO Box 44

Edmonton, Alberta T5H 0E7
Attention: ~~Dan~~ Matt McCulloch / Daniel Pintaric
Email: Matt.McCulloch@ca.ey.com / Daniel.Pintaric@ca.ey.com
~~Email: dan.mcCulloch@ca.ey.com~~

with a copy to:
MLT Aikins LLP
2200, 10235 101 Street
Edmonton, Alberta, T5J 3G1
Attention: Dana Nowak
Email: dnowak@mltaikins.com

The Auctioneer:
Maynards Industries Canada Ltd.
1585 West 4th
Vancouver, British Columbia V6J 1L6
Attention: ____________________
Email: ______________________

with a copy to:
~~________________________~~
~~________________________~~
~~________________________~~
Fasken Martineau DuMoulin LLP
350 7 Ave SW
Calgary, AB T2P 3N9
Attention: ~~________________~~ Travis Lysak
Email: ~~__________________~~ tlysak@fasken.com

A party may from time to time change its address for service or its facsimile number for service by giving written notice of such change to the other party.

8.5 ~~1.41~~No waiver by either party of any of the conditions contained in this Agreement or of any breach of any of the covenants contained in this Agreement shall have effect or be binding upon that party unless expressed in writing and any waiver so given shall extend only to the particular condition or breach so waived and shall not limit or affect any rights with respect to any other condition or breach or any future breach.

8.6 ~~1.42~~This Agreement and the attached schedules constitute the entire agreement between the parties relating to the subject matter hereof and supersedes all prior proposals, communications and agreements, whether written or oral.

8.7 ~~1.43~~This Agreement may be amended or modified only by an instrument in writing executed and delivered by the parties hereto subsequent to the date hereof.

8.8 ~~1.44~~The parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this Agreement.

8.9 ~~1.45~~All stipulations in this Agreement as to time are strictly of the essence.

8.10 ~~1.46~~This Agreement shall be governed by the laws in effect in the Province of Alberta and the parties hereby attorn to the jurisdiction of the Courts of that Province.

8.11 ~~1.47~~This Agreement may be executed in counterparts by the parties hereto, and executed counterparts may be delivered by electronic mail and such execution and delivery shall be valid for all intents and purposes and the executed counterparts shall together form one document.

[THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

8.12 ~~1.48~~This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

EXECUTED at Edmonton, Alberta, this ____ day of June, 2019.

ERNST & YOUNG INC., in its capacity as Receiver of the assets, undertaking and properties D.L.M. Oilfield Enterprises Ltd. and not in its personal or corporate capacity

Per: ______________________________
Name:
Title:

MAYNARDS INDUSTRIES CANADA LTD.

Per: ______________________________
Name:
Title:

SCHEDULE "A"

ASSETS

[See attached]

SCHEDULE "B"
THE RECEIVER'S AND AUCTIONEER'S RESPONSIBILITIES

The following sets out the Receiver's and Auctioneer's respective responsibilities with respect to the disposition of the Assets. The parties acknowledge and agree that:

General

1. The Auctioneer is acting only in its capacity as an independent contractor dealing with the Receiver and is otherwise not the Receiver's employee or assign, nor is it assuming the legal responsibilities, duties or obligations of the Receiver or of a "Secured Party" including but not limited to as set out in Section 17 and Part 5 of the *Personal Property Security Act* (Alberta).

2. The Auctioneer will carry out the Auction in an orderly and professional manner, in accordance with industry practices. The Auctioneer shall, promptly following the Auction, provide the Receiver with a detailed written accounting describing each Asset sold and the purchase price attributed thereto and the applicable Sale Proceeds in a form satisfactory to the Receiver acting reasonably.

3. The Auctioneer agrees not to divulge, communicate or disclose, except as may be required by Law or for the performance of this Agreement, or use to the detriment of the Receiver or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Receiver related to the Assets. In the event that the Auctioneer is required to divulge, communicate or disclose any such confidential information pursuant to any law, the Auctioneer shall promptly provide written notice to the Receiver of such requirement so that the Receiver may seek a protective order or other appropriate remedy (in which case the Auctioneer will cooperate fully). If no such protective order or other remedy is obtained, the Auctioneer will disclose only that portion of such confidential information which it is advised by counsel it is legally required to disclose.

4. The Auctioneer will not be responsible for the following costs, claims, or liabilities, even if such are payable:

   (a) lease payments to third parties under any leases of the Assets;

   (b) any pre-existing environmental costs;

   (c) any legal costs associated with dealing with liens against the Assets; and,

   (d) any product warranties, conditions, or liabilities, including without limitation those set forth in the *Sale of Goods Act* (Alberta) and the *International Sale of Goods Contracts Convention Act* (Canada).

5. The Receiver shall be responsible for the following:

(a) any existing security systems should remain in effect until all Assets have been removed from the Premises;

(b) representatives of the Debtor who are familiar with the mechanical, electrical and fire protection systems are to be available as necessary to the Auctioneer's project manager; and

(c) existing communication systems, such as telephones, internet and facsimile machines, should remain in place and operative on the Premises until the completion of the sale and removal of the Assets.

6. The Receiver shall indemnify, defend and hold harmless the Auctioneer, and its officers, directors, employees, agents and shareholders, and their respective successors and assigns, from any and all claims, liabilities, costs and expenses, including but not limited to actual legal costs, fines, penalties, damages and losses, which the Auctioneer may sustain, incur or be subject to, arising out of, or by reason of, any third party claim or interest in any of the Assets or proceeds thereof.

Taxes

7. ~~5.~~The Auctioneer shall collect, and promptly pay to the applicable authority and confirm such payment to the Receiver, all social services tax, provincial sales tax (if applicable), goods and services tax and any other tax resulting from any sale transaction entered into by the Auctioneer with respect to any of the Assets.

8. ~~6.~~The Auctioneer shall indemnify, defend and hold harmless the Receiver, and its officers, directors, employees, agents and shareholders, and their respective successors and assigns, from any and all demands, liabilities or claims, including, but not limited to fines, penalties, damages, losses, costs and expenses, which the Receiver may sustain, incur or be subject to, arising out of, or by reason of, any failure by the Auctioneer to collect, pay or remit any applicable taxes under, or in accordance with, the provisions of the *Excise Tax Act* (Canada) or similar legislation, in relation to the sale of the Assets in accordance with the Auction (including without limiting the generality of the foregoing in respect of the ~~Buyers~~ Buyer's Premium ~~and Online Sale Charge~~ described in ~~Sections~~ Section 2.2 ~~and 2.3~~ of this Agreement).

Insurance

9. ~~7.~~The Auctioneer will maintain insurance, and will provide to the Receiver proof of insurance, with respect to any public liability which could flow from the Auctioneer's activities, naming the Receiver as beneficiary of such insurance, providing for coverage of not less than $5,000,000 per occurrence and otherwise in a form satisfactory to the Receiver acting reasonably.

10. ~~8.~~The Receiver shall maintain all existing insurance coverage on the Assets until all Assets are removed from the Premises.

Event of Force Majeure

11. ~~9.~~If the Auctioneer is materially delayed, interrupted or precluded from completing the Auction in accordance with this Agreement by reason of *force majeure* which includes, without limitation, any event or circumstance of any nature whatsoever that is beyond the reasonable control of the Auctioneer, including earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, any act or omission or delay by any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, or seasonal or climactic conditions, the Auctioneer shall be held harmless from any and all liability if such disaster shall affect the conduct or timing of any actions contemplated by this Agreement. The Auctioneer shall give immediate written notice of any circumstance which may constitute an indemnifiable event to the Receiver. The Auctioneer shall be entitled to be paid so much of the amounts payable to it pursuant to this Agreement to which it has become entitled as at the date of the event of *force majeure*. In the event that, acting reasonably, the parties hereto are unable to negotiate a settlement, the matter will be determined in accordance with directions from the Alberta Court of Queen's Bench.

Environmental Indemnity

12. For the purposes of this Schedule "B", "Contaminants" means any substance or thing or mixture of them which alone, or in combination, or in concentrations, are flammable, corrosive, reactive or toxic or which might cause adverse effects or be deemed detrimental to living things or to the environment, including, but not limited to, any pollutant, contaminant, toxic or hazardous substance, such as, by way of example, urea formaldehyde, asbestos, polychlorinated biphenyl, pesticides, or any other substance with which the removal, manufacture, preparation, generation, use, maintenance, storage, transfer, handling or ownership is subject to any laws, rules or regulations.

13. The Receiver will defend, indemnify and save harmless the Auctioneer and its directors, officers, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal (on a solicitor and his own client basis) and other professional costs and the costs of removal, abatement, treatment, storage or disposal of Contaminants and remediation of the Premises and any other property affected) which may be paid by, incurred by or asserted against the Auctioneer or its directors, officers, employees, agents, successors or assigns for, with respect to, or as a direct or indirect result of, the presence of any Contaminants, known or unknown, on, in or under, or the escape, seepage, leakage, spillage, discharge, emission or other release of any Contaminants, known or unknown, on, under or from any part of the Premises or the Assets existing or having occurred as of the date of this Agreement, including but not limited to the removal, relocation, disassembly, modification, or inspection of the Assets pursuant to this Agreement, to the extent that such issues, states or releases were caused by the Receiver and/or the Debtor. For the avoidance of doubt, such indemnity shall not extend to any costs associated with Contaminants brought on to or created on the Premises by the Auctioneer subsequent to the date of this Agreement or the remediation of any

contamination resulting therefrom. This indemnity will survive any expiration or termination of this Agreement.

SCHEDULE "C"

TANKS

Comparison Details	
Title	**compareDocs Comparison Results**
Date & Time	6/17/2019 11:41:05 AM
Comparison Time	4.60 seconds
compareDocs version	v4.3.306.6

Sources	
Original Document	[#19033153] [v1] Auction Agreement - Maynards.doc
Modified Document	93336405_v(3)_Auction Agreement - Maynards (Fasken Comments).doc

Comparison Statistics	
Insertions	32
Deletions	14
Changes	32
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	78

Word Rendering Set Markup Options	
Name	
Insertions	
~~Deletions~~	
Moves / ~~Moves~~	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark outside border.
Comments color	By Author.
Balloons	True

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True