COURT FILE NUMBER	1901-00238
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ATB FINANCIAL
DEFENDANTS	KODIAK SERVICES PARTNERSHIP, KODIAK WIRELINE SERVICES LTD., KODIAK ENERGY SOLUTIONS LTD., KODIAK TOOLS LTD., 1623360 ALBERTA LTD., KODIAK SERVICES USA, INC., KODIAK SERVICES MEXICO, SA. DE CV AND KODIAK SERVICES INT'L INC.
DOCUMENT	**ORDER - APPROVING SALE AND VESTING TITLE**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15th Floor, 850 - 2nd Street S.W. Calgary, Alberta T2P 0R8 Attn: David Mann / John Regush Ph. (403) 268-7097 / 7086 Fx. (403) 268-3100 File No.: 131079-100

DATE ON WHICH ORDER WAS PRONOUNCED:	June 7, 2019
LOCATION WHERE ORDER WAS PRONOUNCED:	Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Justice CM Jones

UPON THE APPLICATION by Ernst & Young Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of Kodiak Services Partnership, Kodiak Wireline Services Ltd., Kodiak Energy Solutions Ltd., Kodiak Tools Ltd., 1623360 Alberta Ltd., and Kodiak Services USA, Inc. (collectively, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Lancaster Capital Advisory Corp. or its designate (the "**Purchaser**"), dated May 5, 2019 a redacted copy of which is appended to this Order and to the Receiver's Third Report dated May 30, 2019 (the "**Report**"), and an unredacted copy of which is appended to the Confidential Supplement to the Third Report (the "**Confidential Supplement**"), and vesting in the Purchaser (or its nominee) the Debtors' right, title and interest in and to the property described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order pronounced January 10, 2019 as amended March 13, 2019 (the "**Receivership Order**"), the Report, and the Affidavit of Service of Izzy Kowalcze sworn June 6, 2019, filed; **AND UPON HEARING** the submissions of counsel for the Receiver and the Purchaser, ATB Financial, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTIONS

2. The Transaction is hereby approved, and the execution of the Sale 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 Transaction or for the conveyance of the Purchased Assets to the Purchaser (or its nominee).

3. The sale process and all actions taken by the Receiver to date, as outlined in the Report, are commercially reasonable and are hereby ratified and approved.

4. The Transaction is commercially reasonable and in the best interests of the Debtors and their stakeholders.

VESTING OF PROPERTY

5. Upon the delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement attached as **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from all rights of first refusal and pre-emptive rights of third parties, any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing, any encumbrances or charges created by the Receivership Order and all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system. For greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. For the purposes of determining the nature and priority of Claims, net proceeds from 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 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 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 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 borrowing certificate pursuant to the Receivership Order.

7. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

8. The Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such person remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

9. The Purchaser (or its nominee) 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 Debtors, or any person claiming by or through or against the Debtors.

10. The Registrar of the Alberta Personal Property Registry, Registrar of Land Titles of Alberta (notwithstanding the requirements of subsection 191(1) of the *Land Titles Act*, RSA 2000 c L-4), and any other registrar or officials of public registries in Alberta are hereby directed to transfer each of the registrations identified in the Sale Agreement to the name of the Purchaser (or its nominee), irrespective of whether the registration stands in the name of the Debtors or some other third party, and this Order shall be good and sufficient authority for doing so.

11. The aid and assistance of the officials of the public registries in any Province of Canada or State in the United States of America is requested to give effect to this Order by transferring each of the registrations identified in the Sale Agreement to the name of the Purchaser (or its nominee), irrespective of whether the registration stands in the name of the Debtors or some other third party.

12. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).

13. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* and section 20(e) of the Alberta *Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser, i) any personal information of customers of the Debtors and users of the Debtors' Property, including all persons or entities who have had or continue to have any interface with the Purchased Assets in the course of the Debtors' business; and 2) all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees, including personal information of those employees listed in the Sale Agreement. The Purchaser (or its nominee) 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 by the Debtors.

14. Notwithstanding:

a) the pendency of these proceedings;

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

c) any assignment in bankruptcy made in respect of the Debtors

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

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

MISCELLANEOUS MATTERS

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

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

18. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by posting a copy of this order to the Receiver's website maintained for these proceedings. Service is deemed to be effected the next business day following the posting of such documents.

Justice of the Court of Queen's Bench of Alberta

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER	1901-00238
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ATB FINANCIAL
DEFENDANTS	KODIAK SERVICES PARTNERSHIP, KODIAK WIRELINE SERVICES LTD., KODIAK ENERGY SOLUTIONS LTD., KODIAK TOOLS LTD., 1623360 ALBERTA LTD., KODIAK SERVICES USA, INC., KODIAK SERVICES MEXICO, SA. DE CV AND KODIAK SERVICES INT'L INC.
DOCUMENT	**RECEIVER'S CERTIFICATE**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15th Floor, 850 - 2nd Street S.W. Calgary, Alberta T2P 0R8 Attn: David Mann / John Regush Ph. (403) 268-7097 / 7086 Fx. (403) 268-3100 File No.: 131079-100

RECITALS

A. Pursuant to an Order of the Honourable Justice Jones of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") pronounced January 10, 2019, as amended by an Order of the Honourable Justice Yamauchi on March 13, 2019, Ernst & Young Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of Kodiak Services Partnership, Kodiak Wireline Services Ltd., Kodiak Energy Solutions Ltd., Kodiak Tools Ltd.,1623360 Alberta Ltd., and Kodiak Services USA, Inc. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Court dated June 7, 2019, the Court approved the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale made as of May 5, 2019 (the "**Sale Agreement**") between the Receiver and Lancaster Capital Advisory Corp. or its designate (the "**Purchaser**") and provided for the vesting in the Purchaser (or its nominee) of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and

3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

ERNST & YOUNG INC., in its capacity as receiver and manager of the undertaking, property and assets of Kodiak Services Partnership, Kodiak Wireline Services Ltd., Kodiak Energy Solutions Ltd., Kodiak Tools Ltd.,1623360 Alberta Ltd., and Kodiak Services USA, Inc., and not in its personal or corporate capacity.

Per:____________________________

Name:

Title:

Schedule "B"

AGREEMENT OF PURCHASE AND SALE

BETWEEN

ERNST & YOUNG INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF THE ASSETS, PROPERTY, AND UNDERTAKING OF KODIAK SERVICES PARTNERSHIP, KODIAK WIRELINE SERVICES LTD., KODIAK ENERGY SOLUTIONS LTD., KODIAK TOOLS LTD., 1623360 ALBERTA LTD., AND KODIAK SERVICES USA, INC., AND NOT IN ITS PERSONAL CAPACITY
as Vendor

– and –

LANCASTER CAPITAL ADVISORY CORP. OR ITS DESIGNATE
as Purchaser

MAY 5, 2019

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated as of May 5, 2019

BETWEEN:

Ernst & Young Inc., in its capacity as court-appointed receiver and manager of the assets, property, and undertaking of Kodiak Services Partnership, Kodiak Wireline Services Ltd., Kodiak Energy Solutions Ltd., Kodiak Tools Ltd., and 1623360 Alberta Ltd., and Kodiak Services USA, Inc., and not in its personal capacity

(the "**Vendor**")

\- and -

Lancaster Capital Advisory Corp., a corporation existing under the laws of Alberta, or its designate

(the "**Purchaser**")

WHEREAS:

A. Ernst & Young Inc. is appointed as receiver and manager (the "**Receiver**") of the assets, property, and undertaking of Kodiak Services Partnership, Kodiak Wireline Services Ltd., Kodiak Energy Solutions Ltd., Kodiak Tools Ltd., and 1623360 Alberta Ltd. (collectively, the "**Kodiak Receivership Entities**") pursuant to an Order of the Court of Queen's Bench of Alberta (the "**Court**") granted January 10, 2019, and thereafter amended on March 13, 2019 to expand the Receiver's authority to include the assets, property, and undertaking of Kodiak Services USA, Inc. (collectively, the "**Receivership Order**").

B. ATB Financial ("**ATB**") made certain loans to the Kodiak Receivership Entities and applied for the Receivership Order.

C. Export Development Canada ("**EDC**", collectively with ATB the "**Lenders**") has additionally made certain loans to Kodiak Services USA, Inc. ("**Kodiak USA**").

D. Kodiak USA is a wholly owned subsidiary of the Kodiak Receivership Entities. In order to secure payment obligations under the loans provided by EDC, Kodiak USA granted to EDC security interests over its personal property by way of certain security agreements entered into between EDC and Kodiak USA and further registered pursuant to the Uniform Commercial Code. Kodiak USA granted to ATB security interests over its personal property by way of certain security agreements entered into between ATB and Kodiak USA.

E. Kodiak Services Int'l Inc., a company incorporated pursuant to the laws of Barbados ("**Kodiak Int'l**"), and Kodiak Services Mexico, SA. de CV., a company incorporated pursuant to the laws of Mexico ("**Kodiak Mexico**"), are each wholly owned subsidiaries of the Kodiak Receivership Entities.

F. The Purchaser wishes to purchase the Assets (as defined below) upon and subject to the terms and conditions of this Agreement (the "**Transaction**").

G. It is anticipated that the Receiver will:

(a) seek an order recognizing the Receivership Order from the United States Bankruptcy Court for the Western District of Texas (the "**US Receivership Recognition Order**");

(b) obtain the Court's approval of the Transaction (the "**Canadian Approval Order**"); and

(c) seek an order from the United States Bankruptcy Court for the Western District of Texas recognizing and implementing the Canadian Approval Order (the "**US Transaction Recognition Order**").

THEREFORE, in consideration of the promises, mutual covenants, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties (as defined below), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement the following terms have the following meanings:

1.1.1 "**Agreement**" means this agreement of purchase and sale, including all Schedules and Exhibits, as it may be supplemented, amended, restated or replaced from time to time by written agreement between the Parties.

1.1.2 "**Applicable Law**" means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, order and policies of any Governmental Authority having authority over that Person, property, transaction or event.

1.1.3 "**Apportioned Obligations**" has the meaning given to it in Section 6.1.2.

1.1.4 "**Assets**" has the meaning given to it in Section 2.1.

1.1.5 "**Assumed Obligations**" means all right, title, interest to and obligations of the applicant (including any reimbursement obligations of the applicant in connection therewith) pursuant to and connection with the letter of credit dated February 23, 2018 and issued by Wells Fargo Bank, N.A. to Itau Corpbanca Columbia SA with a face amount of USD$500,000, a copy of which is attached as Schedule "A" and which secures certain obligations of Kodiak USA.

1.1.6 "**ATB**" has the meaning given to it in Recital B.

1.1.7 "**Business Day**" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Alberta, and also excluding any day on which the principal chartered banks located in the City of Calgary are not open for business during normal banking hours.

1.1.8 "**Canadian Approval Order**" means an order of the Court as set out in Recital G(b), and shall be substantially in the form attached as Schedule "B" to this Agreement.

1.1.9 "**Closing**" means the successful completion of the Transaction.

1.1.10 "**Closing Date**" means: (i) the later of 45 days from the date the Deposit is received by the Receiver and 10 days after the US Transaction Recognition Order is granted; or (ii) such other date as the Parties may agree in writing.

1.1.11 "**Communication**" means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party.

1.1.12 "**Court**" has the meaning given to it in Recital A.

1.1.13 "**Deposit**" has the meaning given to it in Section 2.5.

1.1.14 "**EDC**" has the meaning given to it in Recital C.

1.1.15 "**Encumbrances**" means any pledges, liens, security interests, encumbrances, claims, charges, options or interests.

1.1.16 "**Explosive Materials**" has the meaning given to it in Section 2.1.

1.1.17 "**Final Order**" means an order of the court that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal and all opportunities for rehearing, reargument, petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying, enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by Applicable Law or order having been satisfied.

1.1.18 "**Governmental Authority**" means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, transnational or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of the foregoing exercising or entitled or purporting to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; or any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

1.1.19 "**Int'l Shares**" means all the issued and outstanding shares of Kodiak Int'l.

1.1.20 "**Kodiak Int'l**" has the meaning given to it in Recital E.

1.1.21 "**Kodiak Mexico**" has the meaning given to it in Recital E.

1.1.22 "**Kodiak Receivership Entities**" has the meaning given to it in Recital A.

1.1.23 "**Kodiak USA**" has the meaning given to it in Recital C.

1.1.24 "**Lenders**" has the meaning given to it in Recital C.

1.1.25 "**Mexico Shares**" means all the issued and outstanding shares of Kodiak Mexico.

1.1.26 "**Parties**" means the Vendor and the Purchaser, and "**Party**" means either one of them.

1.1.27 "**Permitted Encumbrances**" means:

1.1.27.1 Encumbrances given as security to a public utility or any Governmental Authority when required in the ordinary course of business but only insofar as they relate to any obligations or amounts not due as at the Closing Date;

1.1.27.2 all rights reserved to or vested in any Governmental Authority pursuant to Applicable Law to control or regulate any of the Assets in any manner;

1.1.27.3 applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements, servicing agreements, cost sharing reciprocal agreements and building and zoning restrictions and other similar agreements which do not materially impair the use of the applicable real property (based on the current use of such affected property) affected thereby;

1.1.27.4 any easements, servitudes, rights-of-way, licenses, agreements, restrictions that run with the land and other Encumbrances (including easements, rights-of-way and agreements for railways, sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables) which do not materially impair the use, operation or marketability of the applicable real property (based on the current use of such affected property) affected thereby;

1.1.27.5 any privilege in favour of any lessor, licensor or permitter for rent to become due or for other obligations or acts, the performance of which is required under contracts of the Kodiak Receivership Entities and Kodiak USA, as applicable, so long as the payment or the performance of such other obligation or act is not delinquent and provided that such Encumbrances or privileges do not materially affect the use or the operation of the assets affected thereby; and

1.1.27.6 only such other encumbrances as are listed in Schedule "C".

1.1.28 "**Person**" means an individual, body corporate, sole proprietorship, partnership or trust or unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person, acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Authority.

1.1.29 "**Post-Closing Tax Period**" has the meaning given to it in Section 6.1.2.

1.1.30 "**Pre-Closing Tax Period**" means (i) any Tax period ending on or before the Closing Date and (ii) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

1.1.31 "**Property**" has the meaning ascribed to it in Section 2.1.

1.1.32 "**Purchase Price**" means [redacted] to be paid in accordance with Section 2.4 and allocated in accordance with Section 2.7.

1.1.33 "**Receiver**" has the meaning given to it in Recital A.

1.1.34 "**Receivership Order**" has the meaning given to it in Recital A.

1.1.35 "**Tax**" means (i) any and all taxes, charges, levies or other similar assessments or liabilities in the nature of a tax, including income, gross receipts, ad valorem, premium, value added, net worth, capital stock, capital gains, documentary, recapture, alternative or add-on minimum, disability, estimated, registration, recording, excise, real property, personal property, extraction, sales, use, license, lease, service, service use, transfer, withholding, employment, unemployment, insurance, social security, business license, business organization, environmental, workers compensation, payroll, employer health, profits, severance, stamp, occupation, windfall profits, customs, duties, gift, estate, franchise, production, inventory, unclaimed property, escheat and other taxes of any kind whatsoever imposed by a Governmental Authority, and any interest, fines, penalties, assessments or additions to tax imposed with respect to such items or any contest or dispute thereof or (ii) liability for the payment of any amounts of the type described in (i) as a result of being party to any agreement or any express or implied legal or contractual obligation to indemnify or otherwise assume or succeed to the liability of any other Person.

1.1.36 "**Taxing Authority**" means any Governmental Authority having or purporting to exercise jurisdiction with respect to any Tax.

1.1.37 "**Tax Return**" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

1.1.38 "**Time of Closing**" means 1:00 p.m. (MST) on the Closing Date or such other time on the Closing Date as the Parties may mutually agree.

1.1.39 "**Transaction**" has the meaning given to it in Recital F.

1.1.40 "**Transfer Taxes**" has the meaning given to it in Section 6.1.3.

1.1.41 "**United States Dollars**" or "**USD $**" each means the currency of the United States of America which, as at the time of payment or determination, is legal tender in the United States of America for the payment or determination of public or private debts.

1.1.42 "**US Court**" means United States Bankruptcy Court for the Western District of Texas.

1.1.43 "**US Receivership Recognition Order**" means a recognition order of the US Court as set out in Recital G(a), and shall be substantially in the form attached as Schedule "D" to this Agreement.

1.1.44 "**US Transaction Recognition Order**" means a recognition order of the US Court as set out in Recital G(c), and shall be substantially in the form attached as Schedule "E" to this Agreement.

1.2 Entire Agreement

This Agreement, together with the agreements and other documents to be delivered pursuant to this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement or the other agreements and documents delivered pursuant to this Agreement. This Agreement may not be amended or modified in any respect, except by written instrument signed by the Parties.

1.3 Time of Day

Unless otherwise specified, references to time of day or date mean the local time or date in Calgary, Alberta.

1.4 Business Day

Whenever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the payment is to be made or action taken on the next Business Day following.

1.5 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of Alberta and the laws of Canada applicable in Alberta.

1.6 Certain Rules of Interpretation

1.6.1 In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".

1.6.2 The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.6.3 References in this Agreement to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Agreement unless the context requires otherwise.

1.6.4 Unless otherwise specified in this Agreement, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.

1.6.5 Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute, and is to be construed as a reference to that statute as amended, supplemented or replaced.

1.6.6 Whenever an amount of money is referred to in this Agreement, that amount will, unless otherwise expressly stated, be in United States Dollars.

ARTICLE 2
SALE AND PURCHASE

2.1 Sale and Purchase of Assets

Subject to the terms and conditions of this Agreement, and relying upon the representations and warranties herein, at the Closing Time on the Closing Date, the Vendor hereby agrees to sell, assign, convey, and transfer to the Purchaser and the Purchaser hereby agrees to purchase: (a) all of Kodiak USA's right, title, and interest to the assets owned or otherwise held by Kodiak USA wherever situated, including, without limitation, those assets listed in the attached Schedule "F" attached, but excluding all the property described in Schedule "G" (the "**Explosive Materials**"), current assets, including all cash, accounts receivables, and prepaid deposits, but specifically including inventory (hereinafter referred to as the "**Property**"); and (b) all of the Kodiak Receivership Entities' right, title, and interest in the Int'l Shares and the Mexico Shares, collectively with the Int'l Shares and the Property, the "**Assets**"), in all cases free and clear of all Encumbrances, other than Permitted Encumbrances.

2.2 Assumed Obligations

On Closing the Purchaser will assume the Assumed Obligations by paying out the letter of credit more particularly described in Schedule "A" (the "**Letter of Credit**") in full and will cause the Letter of Credit to be returned to the issuing bank for cancellation. In the event that the Letter of Credit is presented for payment prior to cancellation, any repayment obligations of the Vendor pursuant to or in connection with the Letter of Credit will be assumed by the Purchaser and paid on the Closing Date.

2.3 "As is, Where is"

The Purchaser acknowledges that the Vendor is selling the Assets on an "as is, where is" basis as they exist on the Closing Date, and that as of the Closing Date, the Vendor will have no further liability to the Purchaser. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Assets and that the Purchaser has conducted any inspections of the condition of and title to the Assets that it deemed appropriate, and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality, assignability or in respect of any other matter or thing concerning the Assets or the right of the Vendor to sell them, save as expressly represented or warranted in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Alberta) or similar legislation do not apply to this transaction of purchase and sale and have been waived by the Purchaser. The description of the Assets contained in the Schedules is for purposes of identification only. No representation, warranty or condition has or will be given by the Vendor concerning the completeness or accuracy of those descriptions.

2.4 Payment of the Purchase Price

The Purchaser will satisfy the Purchase Price to the Vendor by payment of the sum of [redacted] to the Receiver on Closing.

2.5 Deposit

2.5.1 The sum of [redacted] shall be paid in cash by the Purchaser within three (3) Business Days of the execution of this Agreement by all Parties as a deposit (the

"**Deposit**"), which Deposit shall be delivered to and held by the Receiver or its legal counsel.

2.5.2 If Closing occurs in accordance with the terms and conditions of this Agreement, the Deposit and interest earned thereon shall be credited against the Purchase Price, in partial satisfaction of the Purchaser's obligation to pay the Purchase Price at Closing and shall be released to the Receiver in immediately available funds.

2.5.3 If Closing does not occur for any reason, other than a failure to achieve one or more of the conditions in Section 4.3, the full amount of the Deposit shall be forfeited to the Receiver.

2.5.4 If Closing does not occur because one or more of the conditions in Section 4.3 are not achieved, then the Deposit and all interest earned thereon shall be refunded to the Purchaser.

2.5.5 The Purchaser hereby waives any claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Receiver's damages.

2.6 Taxes

It is understood that the Purchase Price is exclusive of any Taxes, fees, levies, or charges owing to any Governmental Authority on the Purchase Price of the Assets and any such amounts payable on account of this Transaction shall be remitted by the Purchaser and be the responsibility of the Purchaser and the Purchaser shall indemnify the Vendor with respect to any demand by a Governmental Authority for the remittance or collection of any Taxes on the Purchase Price.

2.7 Purchase Price Allocation

2.7.1 The Purchase Price shall be allocated as follows:

2.7.1.1 intangibles - [redacted]

2.7.1.2 tangibles - [redacted]

2.7.1.3 Int'l Shares - [redacted]

2.7.1.4 Mexico Shares - [redacted]

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Vendor that:

3.1.1 the Purchaser is a corporation duly incorporated, organized and subsisting under the laws of Alberta;

3.1.2 the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Purchaser;

3.1.3 the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained in this Agreement;

3.1.4 to the best of the Purchaser's knowledge, no actions or proceedings are pending or have been threatened to restrain or prohibit the completion of the Transaction;

3.1.5 this Agreement and each of the other documents contemplated under this Agreement to which the Purchaser is or will be a party have been or will be, as at the Time of Closing, duly and validly executed and delivered by the Purchaser and constitutes or will, as at the Time of Closing, constitute legal, valid, and binding obligations of the Purchaser, as the case may be, enforceable in accordance with their terms; and

3.1.6 the Purchaser has all governmental and regulatory approvals necessary or required to purchase the Assets and that it is in compliance with all applicable laws relating to the purchase of the Assets, including but not limited to having all necessary or required approvals, licenses, authorizations, and authorities from all applicable Government Agencies to own the Assets, included but not limited to any Assets that are explosives or nuclear material.

3.2 Vendor's Representations and Warranties

The Vendor represents and warrants to the Purchaser that:

3.2.1 the Vendor is duly registered and validly subsisting and has the power to sell the Property, the Int'l Shares, and the Mexican Shares and to enter into this Agreement and to complete the transactions contemplated herein;

3.2.2 to the best of the Vendor's knowledge, no actions or proceedings are pending and none have been threatened to restrain or prohibit the completion of the Transaction; and

3.2.3 the Vendor acknowledges that the Purchaser is working with [redacted] to secure the financing.

ARTICLE 4
CONDITIONS

4.1 Conditions in favour of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or prior to the Time of Closing:

4.1.1 all representations and warranties of the Vendor contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of that date;

4.1.2 no action or proceedings will be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement;

4.1.3 the Vendor will have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date;

4.1.4 no material loss or damage to the Assets when taken as a whole will have occurred on or before the Closing Date;

4.1.5 the Receiver will waive any restriction on current management of Kodiak USA (Joseph Hickey) working for the Purchaser and will use reasonable best efforts to ensure Joseph Hickey is available for employment with, or to otherwise assist, the Purchaser subsequent to Closing; and

4.1.6 within a period of 25 days after the date of this Agreement, the Purchaser shall have secured funding sufficient to Close the Transaction and shall provide proof of such funding to the Vendor.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition may be waived by the Purchaser in whole or in part. Any such waiver will be binding on the Purchaser only if made in writing.

4.2 Conditions in favour of the Vendor

The obligation of the Vendor to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or prior to the Time of Closing:

4.2.1 all representations and warranties of the Purchaser contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of that date;

4.2.2 no action or proceedings will be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement;

4.2.3 the Purchaser shall pay the Deposit in the manner and within the time specified in Section 2.5.1.

4.2.4 the Purchaser shall have satisfied the Vendor, to the Vendor's satisfaction with the Vendor acting reasonably, that the value of the Int'l Shares and the Mexico Shares each equal [redacted]

4.2.5 the Purchaser will have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date; and

4.2.6 no material loss or damage to the Assets when taken as a whole will have occurred on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition may be waived by the Vendor in whole or in part. Any such waiver will be binding on the Vendor only if made in writing.

4.3 Conditions—Court Approval and Recognition

The obligations of the Vendor and Purchaser to complete the Transaction are subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

4.3.1 the Court will have granted the Canadian Approval Order;

4.3.2 the US Court will have granted the US Receivership Recognition Order; and

4.3.3 the US Court will have granted the US Transaction Recognition Order providing for the conveyance of the Assets to the Purchaser free and clear of all Encumbrances, except for Permitted Encumbrances, and shall not materially alter the terms of this Agreement.

The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and are subject to amendment by mutual written agreement of the parties.

4.4 Non-Satisfaction of Conditions

If any condition set out in this Article is not satisfied or performed prior to the time specified therefor, a Party for whose benefit the condition is inserted may in writing:

4.4.1 waive compliance with the condition in whole or in part in its sole discretion by written notice to the other Party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or

4.4.2 elect on written notice to the other Party to terminate this Agreement before Closing.

ARTICLE 5
CLOSING

5.1 Closing

The completion of the Transaction will take place on the Closing Date at the Time of Closing or as otherwise determined by mutual agreement of the Parties in writing.

5.2 Purchaser's Deliveries on Closing

At or before the Time of Closing, the Purchaser will execute and deliver to the Receiver the following:

5.2.1 payment of the Purchase Price as contemplated in Section 2.4;

5.2.2 proof of assumption of the Assumed Obligations as contemplated by Section 2.2;

5.2.3 a duly executed conveyance agreement in a form to be agreed to by the Parties conveying the Property to the Purchaser;

5.2.4 a certificate dated the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;

5.2.5 a certificate dated the Closing Date, confirming that each of the conditions in Section 4.1 of this Agreement have been fulfilled, performed or waived as of the Closing Date;

5.2.6 a certificate addressed to the Vendor setting out the certifications required by the Receiver's Certificate (as defined in the Canadian Approval Order);

5.2.7 if necessary, payment or evidence of payment of applicable Taxes or, if applicable, appropriate tax exemption certificates; and

5.2.8 such other documents as the Vendor or its solicitors may reasonably require to give effect to the intent of this Agreement.

5.3 Vendor's Deliveries on Closing

At or before the Time of Closing, the Vendor will execute and deliver to the Purchaser the following, each of which will be in form and substance satisfactory to the Purchaser, acting reasonably:

5.3.1 a duly executed conveyance agreement in a form to be agreed to by the Parties conveying the Property to the Purchaser;

5.3.2 a duly executed share transfer power of attorney in a form to be agreed to by the Parties conveying the Int'l Shares and the Mexican Shares to the Purchaser;

5.3.3 where applicable and available, certificates of title to all or any portion of the Property listed on Schedule "H" attached hereto and share certificates for the Int'l Shares and Mexican Shares;

5.3.4 assignments of all permits and licenses that have been issued to Kodiak USA that are listed on Schedule "I" attached hereto, if applicable;

5.3.5 a certificate dated the Closing Date confirming that all of the representations and warranties of the Vendor contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;

5.3.6 the Canadian Approval Order, US Receivership Recognition Order, and US Transaction Recognition Order;

5.3.7 an executed copy of the Receiver's Certificate (as defined in the Canadian Approval Order);

5.3.8 a certificate dated the Closing Date confirming that each of the conditions in Section 4.2 of this Agreement have been fulfilled, performed or waived as of the Closing Date; and

5.3.9 such other documents as the Purchaser or its solicitors may reasonably require to give effect to the intent of this Agreement.

5.4 Possession of Assets

The Vendor will remain in possession of the Assets until the Time of Closing. On Closing, the Purchaser will take possession of the Assets where situate at the Time of Closing. The Purchaser acknowledges that the Vendor has no obligation to deliver physical possession of the Assets to the Purchaser. In no event will the Assets be sold, assigned, transferred or set over to the Purchaser until the Purchaser has satisfied all delivery requirements outlined in Section 5.2.

5.5 Access to and Removal of Assets

5.5.1 After the Canadian Approval Order is obtained, the Purchaser may have reasonable access to the Assets during normal business hours prior to the Time of Closing for the purpose of enabling the Purchaser to conduct any inspections of the Assets as it deems appropriate. Those inspections will only be conducted in the presence of a representative of the Receiver if so required at the discretion of the Receiver. The Purchaser will remove the Assets from the Premises promptly after Closing.

5.5.2 The Purchaser agrees to indemnify and save the Vendor harmless from and against all claims, demands, losses, damages, actions and costs incurred or arising from or in any way directly related to the inspection of the Assets or the attendance of the Purchaser, its employees contractors or agents.

5.6 Risk

Until the Time of Closing, the Property shall be and remain at the risk of the Vendor. In the event of damage which is reasonably likely to cost more than [redacted] to repair occurring subsequent to the US Recognition Order becoming a Final Order and prior to the Time of Closing, the Purchaser shall have the right to elect to take the proceeds of any insurance and complete the purchase, or to terminate the Transaction. In the event of lesser damage, reasonable wear and tear excepted, occurring subsequent to the US Recognition Order becoming a Final Order and prior to the Time of Closing, the Vendor shall repair such damage prior to the Time of Closing or shall allow the Purchaser an abatement in the Purchase Price equal to the reasonable cost of such repair.

5.7 Termination

If either the Vendor or the Purchaser validly terminates this Agreement under the provisions of Sections 4.4 or 5.6:

5.7.1 all the obligations of both the Vendor and Purchaser under this Agreement, except for the Receiver's obligation to return the Deposit if required by Section 2.5.4, will be at an end; and

5.7.2 neither Party will have any right to specific performance or other remedy against, or any right to recover damages or expenses from, the other.

ARTICLE 6
TAX MATTERS

6.1 Tax Cooperation Responsibility for Taxes; FIRPTA.

6.1.1 The Vendor and the Purchaser agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Assets and Assumed Obligations (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax. The Purchaser shall retain all books and records with respect to Taxes pertaining to the Assets and the Assumed Obligations for any Pre-Closing Tax Period for a period of at least six (6) years following the Closing Date. The Vendor and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Assets or the Assumed Obligations. The Vendor shall use commercially reasonable efforts to provide the Purchaser with such information that is in any of the Vendors' possession and is reasonably requested by the Purchaser to identify the jurisdictions in which Tax Returns are required to be filed, or Taxes are required to be paid, and the types of Tax Returns required to be filed, in each case with respect to the Assets.

6.1.2 All real property taxes, personal property taxes and similar *ad valorem* obligations levied with respect to the Assets for a taxable period that includes (but does not end on) the Closing Date (collectively, the "**Apportioned Obligations**") shall be apportioned between the Vendor and the Purchaser based on the number of days of such taxable period included in the Pre-Closing Tax Period and the number of days of such taxable period after the Closing Date (such portion of such taxable period, the "**Post-Closing Tax Period**"). The Vendor shall be liable for the proportionate amount of such taxes that is attributable to the Pre-Closing Tax Period, and the Purchaser shall be liable for the proportionate amount of such taxes that is attributable to the Post-Closing Tax Period.

6.1.3 The Purchaser shall bear one hundred percent (100%) of all excise, sales, use, value added, registration stamp, recording, documentary, conveyancing, franchise, property, transfer and similar Taxes, levies, charges and fees not excepted or exempted by the Canadian Approval Order and US Transaction Recognition Order, incurred in connection with the transactions contemplated by this Agreement, and expenses associated with the preparation and filing of such Tax Return (collectively, "**Transfer Taxes**"). The Vendor and the Purchaser shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation.

6.1.4 The Purchaser shall file any Tax Returns and other documentation that must be filed in connection with such Transfer Taxes or Apportioned Obligations, and shall use its commercially reasonable efforts to provide such Tax Returns to the Vendor at least ten (10) Business Days prior to the date such Tax Returns are due to be filed. If required by Applicable Law, the Parties will join in the execution of any such Tax Returns or other documentation.

6.1.5 Apportioned Obligations or Transfer Taxes shall be timely paid, and all applicable filings, reports and returns shall be filed, as provided by Applicable Law. The paying Party shall be entitled to reimbursement from or shall provide a refund to the non-paying Party in accordance with Sections 6.1.1, or 6.1.2, as the case may be. Upon payment of any such Apportioned Obligations or Transfer Taxes, the paying Party shall present a statement to the non-paying Party setting forth the amount of reimbursement to which the paying Party is entitled under Sections 6.1.1, or 6.1.2, as the case may be, together with such supporting evidence as is reasonably necessary to calculate the amount to be reimbursed or refunded. The applicable Party shall make the payment in the foregoing sentence promptly but in no event later than ten (10) days after the presentation of such statement. Any payment not made within such time shall bear interest at the federal underpayment rate for each day until paid. Notwithstanding the foregoing, the Party with the primary legal obligation to pay any Apportioned Obligations or Transfer Taxes may, in its sole discretion, seek reimbursement under this Section 6.1 from the non-paying Party prior to such Party's payment of any such Apportioned Obligations or Transfer Taxes, and the non-paying Party shall make such reimbursement promptly but in no event later than ten (10) days after the presentation of such statement; provided, that the non-paying Party shall not be required to make such reimbursement earlier than ten (10) days prior to the date on which such Apportioned Obligations or Transfer Taxes are due. Notwithstanding the provisions of this paragraph, in the event the non-paying Party disputes the amount of reimbursement sought by the paying Party pursuant to a statement and supporting evidence, the non-paying Party may file the appropriate motion for determination of the amount owed under Section 7.9 of this Agreement before the expiration of ten (10) days after the presentment of the statement.

6.1.6 The Purchaser shall not, for U.S. federal Tax purposes, make any election with respect to the Transaction in respect of any Pre-Closing Tax Period of any Vendor without such Vendor's consent (which consent may be withheld in such Vendor's sole and absolute discretion).

ARTICLE 7
GENERAL

7.1 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered by the Vendor in connection with this Transaction or this Agreement, the provisions of this Agreement will prevail to the extent of that conflict or inconsistency.

7.2 Commission

The Purchaser acknowledges that it has not entered into any agreement with any party resulting in an obligation by the Vendor to pay agent fees, broker fees, commissions or other amount payable on the Purchase Price or otherwise in connection with the Transaction, and the Purchaser agrees to indemnify the Vendor against any claim for compensation or commission by any third party or agent retained by the Purchaser in connection with, or in contemplation of, the Transaction.

7.3 Confidentiality

Each Party agrees to keep in strict confidence:

(a) all information regarding the terms of this Agreement; and

(b) any information exchanged or received in connection with:

   (i) the performance of due diligence by the Purchaser prior to or after the date hereof (including due diligence conducted under or in connection with this Agreement); or

   (ii) negotiation or drafting of this Agreement;

provided that, except as otherwise agreed by the Parties, a Party shall be entitled to disclose all information as may be required or desirable in connection with obtaining the Canadian Approval Order, US Receivership Recognition Order, and US Transaction Recognition Order. Further, a Party shall be entitled to disclose all information as may be required or desirable to their financial and legal advisors as may be necessary and the Purchaser shall be entitled to disclose all information as may be required or desirable with such parties who are providing financing for the Purchase Price. If this Agreement is terminated, each Party upon request will promptly return to the other Party all documents, contracts, records or other information received by it that disclose or embody confidential information of the other Party.

7.4 Costs and Expenses

Except as otherwise specified in this Agreement, all costs and expenses (including the fees and disbursements of accountants, legal counsel and other professional advisers) incurred in connection with this Agreement and the completion of the Transaction are to be paid by the Party incurring those costs and expenses.

7.5 Time of Essence

Time is of the essence in all respects of this Agreement.

7.6 Notices

Any Communication must be in writing and either:

7.6.1 personally delivered;

7.6.2 sent by prepaid registered mail; or

7.6.3 sent by email or functionally equivalent electronic means of communication, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as follows:

to the Receiver:

Ernst & Young Inc.
Epcor Tower, 10423 101 Street NW #1400
Edmonton, Alberta T5H 0E7

Attention: Mr. Dan McCulloch
Email: dan.mcculloch@ca.ey.com

with a copy to:

Dentons Canada LLP
1500 850-2nd Street SW
Calgary, Alberta T2P 0R8
Attention: Mr. David Mann
Email: david.mann@dentons.com

to the Purchaser:

Lancaster Capital Advisory Corp.
c/o EnerNext Counsel
Suite 800, 400 – 5th Avenue SW
Calgary, Alberta T2P 0L6
Attention: Mr. Peter Yates
Email: peter.yates@enernext.ca

or at any other address that any Party may from time to time advise the other by Communication given in accordance with this Section 7.6. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given and received on the next Business Day. Any Communication transmitted by PDF or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the Communication is transmitted on a day which is not a Business Day or after 3:00 p.m. (local time in Calgary, Alberta the Communication will be deemed to have been received on the next Business Day). Any Communication given by registered mail will be deemed to have been received on the fifth (5^{th}) Business Day after which it is so mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Communication must be effected by personal delivery or by PDF or other form of electronic communication.

7.7 Further Assurances

Each Party will, at the requesting Party's cost, execute and deliver all further agreements and documents and provide all further assurances as may be reasonably required by the other Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide all assurances, undertakings and information as may be required from time to time by all Governmental Authorities and regulatory or governmental bodies.

7.8 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

7.9 Submission to Jurisdiction

Without prejudice to the ability of any Party to enforce this Agreement in any other proper jurisdiction, each of the Parties irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of Alberta to determine all issues, whether at law or in equity arising from this Agreement. To the extent permitted by Applicable Law, each of the Parties irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province or that the subject matter of this Agreement may not be enforced in the courts and irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 7.9, of the substantive merits of any such suit, action or proceeding. To the extent a Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

7.10 Assignment and Enurement

The Purchaser shall have the right to assign its interest in this Agreement provided however that the Purchaser shall remain liable for the Purchaser's covenants and obligations herein until the Time of Closing. Such assignee then shall inherit all of the Purchaser's rights and obligations under this Offer. This Offer shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

7.11 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect: the legality, validity or enforceability of the remaining provisions of this Agreement; or the legality, validity or enforceability of that provision in any other jurisdiction.

7.12 Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Each of the Parties has executed and delivered this Agreement, as of the date noted at the beginning of the Agreement.

ERNST & YOUNG INC., in its capacity as Court-appointed receiver and manager of the assets, property, and undertaking of Kodiak Services Partnership, Kodiak Wireline Services Ltd., Kodiak Energy Solutions Ltd., Kodiak Tools Ltd., And 1623360 Alberta Ltd., and not in its personal capacity

Per:

Name:

Title: Vice President

LANCASTER CAPITAL ADVISORY CORP.

Per:

Name:

Title:

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Per:

Name: ____________________________

Title:

LANCASTER CAPITAL ADVISORY CORP.

Per:

Name: Christopher Reid

Title: President

Schedule "A" – Letter of Credit

[redacted]

[redacted]

[redacted]

------------------ End of Message Text -------------------

[redacted]

[redacted]

[redacted]

------------------ End of Message Text -------------------

[redacted]

Schedule "B" – Form of Canadian Approval Order

COURT FILE NUMBER	1901-00238
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ATB FINANCIAL
DEFENDANTS	KODIAK SERVICES PARTNERSHIP, KODIAK WIRELINE SERVICES LTD., KODIAK ENERGY SOLUTIONS LTD., KODIAK TOOLS LTD., 1623360 ALBERTA LTD., KODIAK SERVICES USA, INC., KODIAK SERVICES MEXICO, SA. DE CV AND KODIAK SERVICES INT'L INC.
DOCUMENT	**ORDER - APPROVING SALE AND VESTING TITLE**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15th Floor, 850 - 2nd Street S.W. Calgary, Alberta T2P 0R8 Attn: David Mann / John Regush Ph. (403) 268-7097 / 7086 Fx. (403) 268-3100 File No.: 131079-100

DATE ON WHICH ORDER WAS PRONOUNCED:	●
LOCATION WHERE ORDER WAS PRONOUNCED:	Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Justice ●

UPON THE APPLICATION by Ernst & Young Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of Kodiak Services Partnership, Kodiak Wireline Services Ltd., Kodiak Energy Solutions Ltd., Kodiak Tools Ltd., 1623360 Alberta Ltd., Kodiak Services USA, Inc. (collectively, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Lancaster Capital Advisory SAS (the "**Purchaser**"), dated April ●,2019 as appended to the Receivers' ● Report dated May ●, 2019 (the "**Report**"), and vesting in the Purchaser (or its nominee) the Debtors' right, title and interest in and to the property described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order pronounced January 10, 2019 as amended March 13, 2019 (the "**Receivership Order**"), the Report, and the Affidavit of Service of ● sworn May ●, 2019, to be filed; **AND UPON HEARING** the submissions of counsel for the Receiver and the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTIONS

2. The Transaction is hereby approved, and the execution of the Sale 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 Transaction or for the conveyance of the Purchased Assets to the Purchaser (or its nominee).

3. The sale process and all actions taken by the Receiver to date, as outlined in the Report, are commercially reasonable and are hereby ratified and approved.

4. The Transaction is commercially reasonable and in the best interests of the Debtors and their stakeholders.

VESTING OF PROPERTY

5. Upon the delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement attached as **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from all rights of first refusal and pre-emptive rights of third parties, any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing, any encumbrances or charges created by the Receivership Order and all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system. For greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such

person remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

8. The Purchaser (or its nominee) 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 Debtors, or any person claiming by or through or against the Debtors.

9. The Registrar of the Alberta Personal Property Registry, Registrar of Land Titles of Alberta (notwithstanding the requirements of subsection 191(1) of the *Land Titles Act*, RSA 2000 c L-4), and any other registrar or officials of public registries in Alberta are hereby directed to transfer each of the registrations identified in the Sale Agreement to the name of the Purchaser (or its nominee), irrespective of whether the registration stands in the name of the Debtors or some other third party, and this Order shall be good and sufficient authority for doing so.

10. The aid and assistance of the officials of the public registries in any Province of Canada or State in the United States of America is requested to give effect to this Order by transferring each of the registrations identified in the Sale Agreement to the name of the Purchaser (or its nominee), irrespective of whether the registration stands in the name of the Debtors or some other third party.

11. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).

12. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* and section 20(e) of the Alberta *Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser, i) any personal information of customers of the Debtors and users of the Debtors' Property, including all persons or entities who have had or continue to have any interface with the Purchased Assets in the course of the Debtors' business; and 2) all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees, including personal information of those employees listed in the Sale Agreement. The Purchaser (or its nominee) 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 by the Debtors.

13. Notwithstanding:

   a) the pendency of these proceedings;

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

   c) any assignment in bankruptcy made in respect of the Debtors

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

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

MISCELLANEOUS MATTERS

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

16. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

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

____
Justice of the Court of Queen's Bench of Alberta

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER	1901-00238
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ATB FINANCIAL
DEFENDANTS	KODIAK SERVICES PARTNERSHIP, KODIAK WIRELINE SERVICES LTD., KODIAK ENERGY SOLUTIONS LTD., KODIAK TOOLS LTD., 1623360 ALBERTA LTD., KODIAK SERVICES USA, INC., KODIAK SERVICES MEXICO, SA. DE CV AND KODIAK SERVICES INT'L INC.
DOCUMENT	**APPLICATION BY ERNST & YOUNG INC., COURT-APPOINTED RECEIVER AND MANAGER - APPROVING SALE AND VESTING TITLE**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15th Floor, 850 - 2nd Street S.W. Calgary, Alberta T2P 0R8 Attn: David Mann / John Regush Ph. (403) 268-7097 / 7086 Fx. (403) 268-3100 File No.: 131079-100

RECITALS

A. Pursuant to an Order of the Honourable Justice Jones of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") pronounced January 10, 2019, as amended by an Order of the Honourable Justice Yamauchi on March 13, 2019, Ernst & Young Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of Kodiak Services Partnership, Kodiak Wireline Services Ltd., Kodiak Energy Solutions Ltd., Kodiak Tools Ltd.,1623360 Alberta Ltd., and Kodiak Services USA, Inc. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Court dated May ●, 2019, the Court approved the agreement of purchase and sale made as of ● (the "**Sale Agreement**") between the Receiver and Lancaster Capital Advisory SAS (the "**Purchaser**") and provided for the vesting in the Purchaser (or its nominee) of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale 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 Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and

3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

ERNST & YOUNG INC., in its capacity as receiver and manager of the undertaking, property and assets of Kodiak Services Partnership, Kodiak Wireline Services Ltd., Kodiak Energy Solutions Ltd., Kodiak Tools Ltd.,1623360 Alberta Ltd., and Kodiak Services USA, Inc., and not in its personal or corporate capacity.

Per:______________________________

Name:

Title:

Schedule "B"

Schedule "C" – Permitted Encumbrances

None.

Schedule "D" – Form of US Receivership Recognition Order

IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: April 26, 2019.

TONY M. DAVIS
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS

In re:	Chapter 15
KODIAK SERVICES USA, INC., *et al.*,	Case No. 19-70031 (TMD)
Debtors.[1]	Jointly Administered

ORDER GRANTING FINAL RELIEF FOR RECOGNITION OF A FOREIGN MAIN PROCEEDING PURSUANT TO 11 U.S.C. §§ 105(a), 1517, 1519, 1520, AND 1521

Upon consideration of the motion (the "Motion")[2] of Ernst & Young Inc. as receiver (the "Receiver"), in its capacity as the authorized foreign representative for the above-captioned

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[1] The last four digits of the United States Tax Identification Number or Canadian Business Number of the Debtors, as applicable, follow in parentheses: Kodiak Services USA, Inc. (0169) ("Kodiak USA"), Kodiak Services Partnership (9809) ("Kodiak Partnership"), Kodiak Wireline Services Ltd. (2948) ("Kodiak Wireline"), Kodiak Energy Solutions Ltd. (2892) ("Kodiak Solutions"), Kodiak Tools Ltd. (3099) ("Kodiak Tools"), and 1623360 Alberta Ltd. (1045) ("162 Alberta", collectively with Kodiak Partnership, Kodiak Wireline, Kodiak Solutions, and Kodiak Tools, the "Canadian Debtors"). The Debtors' headquarters is located at #2230, 13 Mission Avenue, St. Alberta, Alberta. Kodiak's principal place of business in the US is located at its leased premises in Midland, Texas.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion

debtors (collectively, the "Debtors" or "Kodiak") in a proceeding (the "Receivership Proceeding") under Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and Section 13(2) of the *Judicature Act*, RSA 2000 c J-2, as amended (the "Judicature Act") before the Court of Queen's Bench of Alberta (the "Canadian Court"), pursuant to sections 105(a), 1517, 1519, 1520 and 1521 of title 11 of the United States Code (the "Bankruptcy Code") for: (a) entry of a provisional order (the "Provisional Relief Order") applying sections 1519(a), 362 and 365(e) of the Bankruptcy Code in the above-captioned chapter 15 cases (the "Chapter 15 Cases") and granting related relief on an interim basis, pursuant to sections 1519(a)(1)–(a)(3), 1521(a)(3), 1521(a)(5)–(a)(7), 542, 543,and 105(a) of the Bankruptcy Code; (b) entry of a final order (the "Recognition Order" or, in the alternative, the "Alternative Recognition Order") after a notice and a hearing (i) granting the petitions in these cases and, under section 1517 of the Bankruptcy Code, recognizing the Receivership Proceeding as a "foreign main proceeding" or, in the alternative, recognizing the Receivership Proceeding as a "foreign main proceeding" with respect to the Canadian Debtors (as defined below) and a "foreign non-main proceeding" with respect to Kodiak USA (as defined below), and (ii) giving full force and effect in the United States to any and all orders that have been or will be made or entered in the Receivership Proceeding, including without limitation, the Receivership Order (as defined below) and any forthcoming final order approving the sale of Kodiak's business and/or assets (collectively, the "Canadian Orders"), including any extensions or amendments thereof authorized by the Canadian Court; (c) declaring that the Motion satisfies any applicable requirements under Local Rule 9013; and (d) granting such other and further relief as this Court deems just and proper, including, as appropriate, under sections 1520 and 1521 of the Bankruptcy Code; and upon the McCulloch Declaration; and upon the Provisional Relief Order previously entered by this Court;

and the Court having considered the any objections and replies; and any objections to the Motion that have not been withdrawn or resolved having been overruled; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of the Chapter 15 Cases and the Motion in this District is proper pursuant to 28 U.S.C. § 1410(1); and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and due and sufficient notice of the Motion having been given; and it appearing that no other or further notice need be given under the circumstances; and upon the record of the hearing on the Motion; and the Court having found and determined that the relief sought in the Motion is consistent with the purpose of chapter 15 of the Bankruptcy Code and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. The Receiver is a person within the meaning of section 101(41) of the Bankruptcy Code and is the duly appointed foreign representative of each of the Debtors within the meaning of section 101(24) of the Bankruptcy Code.

B. The Chapter 15 Cases were properly commenced pursuant to Sections 1504 and 1515 of the Bankruptcy Code.

C. The Chapter 15 Petitions meet the requirements of Section 1515 of the Bankruptcy Code.

D. The Receivership Proceeding is entitled to recognition by this Court pursuant to section 1517 of the Bankruptcy Code.

E. The Receivership Proceeding in the Canadian Court is in the location that is the Debtors' center of main interests and constitutes a foreign main proceeding pursuant to Section 1502(4) of the Bankruptcy Code and is entitled to recognition as a foreign main proceeding pursuant to Section 1517(b)(1) of the Bankruptcy Code.

F. The Receiver as a foreign representative pursuant to Section 101(24) of the Bankruptcy Code and is entitled, to the extent not inconsistent with the Receivership Order, to all of the relief provided pursuant to Section 1520 on the Bankruptcy Code.

G. The relief granted herein is necessary and appropriate, in the interest of the public and international comity, consistent with the public policy of the United States, warranted pursuant to sections 1520 and 1521 of the Bankruptcy Code, and will not cause any hardship to any parties in interest that is not outweighed by the benefits of the relief granted.

Based on the foregoing findings of fact and conclusions of law,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

2. The Motion meets the requirements of Local Rule 9013, to the extent applicable.

3. The Chapter 15 Petitions are granted. The Receivership Proceeding is hereby recognized as a "foreign main proceeding" pursuant to Section 1517(b)(1) of the Bankruptcy Code and orders that have been or will be made or entered in the Receivership Proceeding are hereby recognized for all purposes under Chapter 15 of the Bankruptcy Code, regardless of whether expressly discussed below.

4. The Receiver is recognized as the foreign representative (as defined in Section 101(24) of the Bankruptcy Code) of the Debtors.

5. The Canadian Orders, including any extensions or amendments thereto, are hereby enforced and recognized on a final basis and given full force and effect in the United States.

6. All relief afforded a foreign main proceeding pursuant to section 1520 of the Bankruptcy Code is hereby granted without limitation. Specifically, the automatic stay provisions of section 362 and the provisions of section 365(e) (but not any other subsection of Section 365, or Section 365 generally) of the Bankruptcy Code apply with respect to the Debtors and any property of the Debtors that is within the territorial jurisdiction of the United States throughout the duration of the Chapter 15 Cases or until otherwise ordered by this Court.

7. Upon entry of this Order, no creditor or counterparty affected by the Receivership Proceeding shall have the right to make, commence, or enforce any rights, claims or remedies in respect of or arising from any obligations under their respective agreements, guarantees or security documents to which the Debtors are party.

8. Pursuant to Sections 1521(a)(5)–(a)(7) of the Bankruptcy Code, all other prior relief granted pursuant to the Provisional Relief Order pursuant to Section 1519(a) of the Bankruptcy Code is hereby extended on a final basis, specifically:

a. any right the Debtors may claim to transfer, encumber or otherwise dispose of any assets of the Debtors located in the United States is suspended;

b. Section 362 of the Bankruptcy Code is applicable to the Debtors and the property of the Debtors within the territorial jurisdiction of the United States in the Chapter 15 Cases;

c. Section 365(e) (but not any other subsection of Section 365, or Section 365 generally) of the Bankruptcy Code is applicable to the Debtors in the Chapter 15 Cases. Any provision of the type described in section 365(e)(1) is unenforceable against the Debtors until such time as an order disposing of the Chapter 15 Petitions is entered;

d. no creditor or counterparty affected by the Receivership Proceeding has the right to make, commence, or enforce any rights, claims or remedies in respect of or arising from any obligations under their respective agreements, guarantees or security documents to which the Debtors are party; and

e. the Receiver, in connection with its appointment as the foreign representative, is entitled to the protections and rights available pursuant to Sections 1519(a)(1), (a)(2) and (a)(3) of the Bankruptcy Code, to the extent such relief is not inconsistent with the Canadian Orders.

9. Any person or entity in possession of property of the Debtors in the United States, including as a trustee or a custodian, shall turn over to the Receiver and account for such property or its value. Any person or entity in possession of property of the Debtors in the United States, including as a trustee or a custodian, shall turn over to the Receiver and account for such property or its value. Notwithstanding anything, nothing in this Order shall mandate the turnover of actual possession of Kodiak USA's explosives which are the subject of Federal Explosives License/Permit No. 5-TX-329-33-0G-01972 (the "<u>Explosives License</u>") until further order of the Court, or the Receiver transfers or otherwise disposes of the subject explosives with any required governmental or Court approval. Joseph James Hickey and Terry Edward Butt shall remain responsible for maintaining the Explosives License and compliance therewith, and shall not take any action with respect to the subject explosives without first obtaining approval of the Receiver or further Court order. The Receivership shall be responsible for any and all out of pocket expenses or insurance premium payments required to maintain and comply with the Explosives License.

10. Nothing herein shall enjoin a police or regulatory act of a governmental unit, including a criminal action or proceeding against any party to the extent set forth in Sections 362(b) or 1521(d) of the Bankruptcy Code.

11. No action taken by the Receiver, the Debtors, or each of their successors, agents, representatives, advisors, or counsel, in preparing, disseminating, applying for, implementing, or otherwise acting in furtherance of or in connection with the Receivership Proceeding, this Recognition Order, or the Chapter 15 Cases or any adversary proceeding therein, or any further proceeding commenced thereunder, shall be deemed to constitute a waiver of the immunity afforded such person under sections 306 and 1510 of the Bankruptcy Code.

12. Notwithstanding any provision in the Bankruptcy Rules to the contrary: (a) this Recognition Order shall be effective immediately and enforceable upon its entry; (b) the Receiver is not subject to any stay in the implementation, enforcement or realization of the relief granted in this Recognition Order; and (c) the Receiver is authorized and empowered, and may in its discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Recognition Order.

13. This Court shall retain jurisdiction with respect to the enforcement, amendment, or modification of this Recognition Order, any requests for additional relief or any adversary proceeding brought in and through the Chapter 15 Cases, and any request by an entity for relief from the provisions of this Recognition Order, for cause shown, that is properly commenced and within the jurisdiction of this Court.

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Submitted by:

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Counsel for Ernst & Young Inc., in its capacity as receiver for the Debtors

Schedule "E" – Form of US Transaction Recognition Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS

In re:	:	Chapter 15
KODIAK SERVICES USA, INC., *et al.*,	:	Case No. 19-70031 (TMD)
Debtors. [1]	:	Jointly Administered

ORDER (A) RECOGNIZING AND GIVING FULL FORCE AND EFFECT TO THE ORDER APPROVING SALE OF SUBSTANTIALLY ALL ASSETS RELATED TO DEBTORS' CANADIAN BUSINESSES FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, AND (B) GRANTING RELATED RELIEF

Upon consideration of the motion of Ernst & Young Inc. in its capacity as the authorized

[1] The last four digits of the United States Tax Identification Number or Canadian Business Number of the Debtors, as applicable, follow in parentheses: Kodiak Services USA, Inc. (0169) ("Kodiak USA"), Kodiak Services Partnership (9809) ("Kodiak Partnership"), Kodiak Wireline Services Ltd. (2948) ("Kodiak Wireline"), Kodiak Energy Solutions Ltd. (2892) ("Kodiak Solutions"), Kodiak Tools Ltd. (3099) ("Kodiak Tools"), and 1623360 Alberta Ltd. (1045) ("162 Alberta", collectively with Kodiak Partnership, Kodiak Wireline, Kodiak Solutions, and Kodiak Tools, the "Canadian Debtors"). The Debtors' headquarters is located at #2230, 13 Mission Avenue, St. Alberta, Alberta. Kodiak's principal place of business in the US is located at its leased premises in Midland, Texas.

foreign representative (the "Foreign Representative") for the above-captioned debtors (collectively, the "Debtors" or "Kodiak") for *Entry of an Order (A) Recognizing and Giving Full Force and Effect to the Order Approving Sale of Substantially all Assets Related to Debtors' Canadian Business Free and Clear of Liens, Claims, Encumbrances, and Interests, and (B) Granting Related Relief* (the "Motion")[2] seeking an order recognizing the Order attached hereto as **Exhibit A** (the "Canadian Approval Order") entered in the pending Canadian insolvency proceedings for the applicable Debtors under the Bankruptcy and Insolvency Act (the "Canadian Proceedings") concerning the sale (the "Transaction") of the Assets (as defined in the Sale Agreement (as defined below)) to Lancaster Capital Advisory SAS (and/or its designees, the "Purchaser") pursuant to the terms and conditions of that certain *Agreement of Purchase and Sale* dated as of May __, 2019, (such agreement, and all exhibits, schedules, and agreements ancillary thereto, as amended, collectively the "Sale Agreement"). The Court finds that it has jurisdiction to hear and determine the Motion, this is a core proceeding, and venue is proper in this District and in this Court. The Court also finds that notice was proper given the circumstances and that no party in interest made any response in opposition to the Motion or, if so, the relief requested in any such response was denied. Based upon all evidence submitted and argument at the hearing on the Motion, including all declarations and affidavits filed and the proffer or testimony of witnesses, as well as the record of and docket filings in these cases, of which the Court takes judicial notice, the Court further finds that the relief requested is in the best interest of the Debtors, their creditors, and all other parties in interest and should be granted:

THE COURT HEREBY ORDERS THAT:[3]

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2 Capitalized terms used herein but not otherwise defined have the meanings given to such terms in the Sale Agreement.

3 The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), made applicable

1. The relief requested in the Motion is GRANTED. The Foreign Representative and the Debtors are authorized and directed to take all actions necessary or appropriate to effect the relief granted pursuant to this Order.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to this Court at the hearing or by filing with this Court are hereby overruled on the merits.

3. The Canadian Approval Order, attached hereto as **Exhibit A**, and all of its terms are hereby recognized and given full force and effect in the United States.

4. In light of the recognition and full force and effect of the Canadian Approval Order in the United States, the Foreign Representative and the Debtors are authorized and directed to: (A) consummate the Transaction for sale of the Assets to the Purchaser pursuant to the terms and conditions of the Sale Agreement, the Canadian Approval Order and this Order, which Transaction, upon the Foreign Representative's receipt of the Purchase Price, shall be free and clear of any and all liens, encumbrances, claims (as defined in Section 101(5) of the Bankruptcy Code (as defined below), including, but not limited to, any and all claims pursuant to any successor or successor-in-interest liability theory), and interests, except as otherwise set forth expressly in the Sale Agreement, in accordance with the terms thereof without further notice or order of the Court.

5. In light of the recognition and full force and effect of the Canadian Approval Order in the United States, all liens, claims, encumbrances and interests shall attach solely to the proceeds of the Transaction (net of taxes, fees and expenses incurred in effecting the Transaction) received by

to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the findings of fact set forth herein constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law set forth herein constitute findings of fact, they are adopted as such.

the Foreign Representative with the same validity, priority, force, and effect that they now have as against the Assets, and subject to any claims and defenses the Foreign Representative or the Debtors may possess with respect thereto. The Foreign Representative shall hold such proceeds and is authorized to deal with them in accordance with Canadian Approval Order and further order of the Canadian Court.

6. Nothing contained in any order of any type or kind entered in (a) these Chapter 15 cases, (b) any subsequent Chapter 11 or Chapter 7 case into which any such Chapter 15 cases may be converted, or (c) any related proceeding subsequent to entry of this Order, shall affect, conflict with or derogate from the provisions of the Sale Agreement, the terms of the Canadian Approval Order, or the terms of this Order. To the extent this Order is inconsistent with any prior order in these Chapter 15 cases, the terms of this Order shall govern. To the extent that this Order is inconsistent with the Canadian Approval Order, the terms of the Canadian Approval Order shall govern.

7. This Order shall be effective immediately upon entry, and any stay periods in Bankruptcy Rules 7062 or 6004(h), or otherwise, are expressly waived. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding anything to the contrary, including Bankruptcy Rule 6004(h), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs that this Order constitute an entry of judgment.

8. This Order is binding upon and governs the acts of all persons, entities, and governmental departments or agencies, including the Foreign Representative, the Debtors, their

creditors, any holders of liens, claims, encumbrances and/or interests against or in the Debtors or against or on all or any portion of the Assets, any parties in interest, the Purchaser, and any trustees, examiners, responsible officers, estate representatives, or similar entities for any of the Debtors, if any, subsequently appointed in any of the Debtors' cases or upon a conversion to Chapter 11 or Chapter 7 under the Bankruptcy Code of any of the Debtors' cases, and all of their respective successors and assigns.

9. This Court shall retain jurisdiction to interpret, implement, and enforce the terms and provisions of this Order, and to adjudicate disputes concerning or relating to this Order.

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Submitted by:

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Counsel for Ernst & Young Inc., in its capacity as Foreign Representative for the Debtors

Schedule "F" – Property

UNIT	DESCRIPTION
414	2005 Peterbilt Tri Drive Mast Unit
470	2007 Western Star Tri Drive Mast Unit
404	2011 Western Star Pump down Unit w tools
405	2011 Western Star Pump down Unit w tools
104	2007 Western Start Slickline unit w tools
906	15k Grease Injector
PCE01	Grease Injector and 10k PCE

CABLES DOWNHOLE TOOLS

UNIT	DESCRIPTION	S/N-VIN
NA	9/36 - 40k	NA
NA	9/36 - 32k | TBD	NA
NA	9/36 - 30 k | Mast	NA
NA	9/36 - 40k	NA
NA	9/36 - 40k | 9/36 - 45k	NA
NA	9/32 45k	NA
NA	9/32 40k	NA
NA	Setting Tools X 6	NA
NA	3 1/8 OD CCL Assy w/o Quick Change	NA
NA	3 1/8 OD CCL Assy w/o Quick Change	NA
NA	3 1/8 OD CCL Assy w/o Quick Change	NA
NA	T-SET/3,5" GO SHORTY ASSY	NA
NA	T-SET/3,5" GO SHORTY ASSY	NA
NA	T-SET/3,5" GO SHORTY ASSY	NA
NA	Sinker Bars Adapters	NA
NA	Sinker Bar	NA
NA	2 3/4 OD CCL Assy w/o Quick Change	NA
NA	Gun Slinger	NA
NA	Size #20 W/L Setting Tool	NA
NA	Size #20 W/L Setting Tool	NA
NA	3 1/8 OD CCL ASSY w/o Q Chg	NA
NA	3 1/8 OD CCL ASSY w/o Q Chg	NA
NA	3 1/8" x 7' OTL Weight Steel	NA
NA	3 1/8 OD CCL Assy w/o Quick Change	NA
NA	3 1/8 OD CCL Assy w/o Quick Change	NA
NA	3 1/8 OD CCL Assy w/o Quick Change	NA
NA	3 1/8 OD CCL Assy w/o Quick Change	NA
NA	3 1/8 OD CCL Assy w/o Quick Change	NA
NA	3 1/8 OD CCL Assy w/o Quick Change	NA
NA	2 3/4 OD CCL Assy w/o Quick Change	NA
NA	2 3/4 OD CCL Assy w/o Quick Change	NA
NA	2 3/4 OD CCL Assy w/o Quick Change	NA
NA	2 3/4 OD CCL Assy w/o Quick Change	NA
NA	2 3/4 OD CCL Assy w/o Quick Change	NA
NA	Perforating GR 3 1/8	NA
NA	GR-CCL 2 3/4	NA
NA	Tecko 2 3/4 Bond Tool	NA
NA	Bowspring Centralizer	NA
NA	Bowspring Centralizer	NA
NA	Bowspring Centralizer	NA
NA	Ballistic Release Tool	NA
NA	Ballistic Release Tool	NA
NA	Ballistic Release Tool	NA
NA	Ballistic Release Tool	NA
NA	Midland Furniture	NA
NA	Houston Furniture	NA
NA	Explosives Magazine Type II Outdoor (PA)	NA
3302017	Explosives magazine Type II Outdoor 8x8x10	NA
3312017	Explosives magazine Type II Outdoor 4x4x4	NA
NA	Explosives Magazine Type II Outdoor (PA)	NA
NA	Bleed Sub 10k	NA
NA	Hoses	GNLS32-302LP
PCE # 02	10K 5 1/8 PCE Package	NA

PCE # 02	Quick Test Sub	NA
PCE # 02	Lub Entry Guide	NA
PCE # 02	Bleed off Manifold	NA
PCE # 02	Crash Frame	NA
PCE #02	15k GI Unit Lee	SET 3
PCE #03	10k cross over 7,5 in to 5 in acme	SET 3
PCE #03	10k cross over 7,5 in to 7 in acme X 3	SET 3
PCE #03	10k 5,5 in triple BOP1	SET 3
PCE #03	10k 7 7/8 in pump in sub assy	SET 3
PCE #03	10k 2 in NPT plug X 2	SET 3
PCE #03	Tool Trap 7 in	SET 3
PCE #03	10k 5 in lube assy	SET 3
PCE #03	10k 5 in lube 5 ft	SET 3
PCE #03	5 ton spreader bar	SET 3
PCE #03	10k 7 in test cap	SET 3
PCE #03	10k 7 in test stump assy w/ 1/2 in side port X3	SET 3
PCE #03	lift cap assy	SET 3
PCE #03	10k grease head C/W packoff and line wiper	SET 3
PCE #03	10k grease head bottom assy	SET 3
PCE #03	10k 4,5 in cross over to 7 7/8	SET 3
PCE #03	7 7/8 in mounting stump X 3	SET 3
PCE #03	7 in lube dolly	SET 3
PCE #03	lifting sling leg X 2	SET 3
PCE #03	10k 7 in lube 10' long X 5	SET 3
PCE #03	frame assy for triple BPO	SET 3
PCE #03	lifting cap	SET 3
	7,06-10 x 3	SET 4
	5,12-10	SET 4
NA	TRIPLE 5,12 WLV ASSEMBLY 7,875"	SET 4
NA	PUMP IN SUB ASSEMBLY 7-7/8"	SET 4
NA	HYD TOOL TRAP ASSY 7,875"	SET 4
NA	LUBRICATOR ASSY 7,875 5,12" X 6	SET 4
NA	LIGHTWEIGHT LUBE ASSY 5FT	SET 4
	SAFETY CHAIN	SET 4
	SWL	SET 4
NA	TEST CAP ASSY X 3	SET 4
NA	SLIMLINE GREASE HEAD	SET 4
NA	GREASE HEAD BOTTOM	SET 4
	LTWT	SET 4
NA	OVERSIZED LUB DOLLY	SET 4
NA	CRASH FRAME ASSEMBLE	SET 4
PCE # 02	15K Grease Pounder	SET 2
PCE # 04	15K Grease Pounder	SET 3
4602	7-1/16" Flange 15K	NA
4605	7-1/16" Flange 15K	NA
4606	7-1/16" Flange 15K	NA
4890	Night Cap/Lifting Cap	NA
4892	Night Cap/Lifting Cap	NA
4895	Night Cap/Lifting Cap	NA
4842	10K to 15K Crossover	NA
PCE #04	10K 5 1/8 PCE Package	NA
201328062	Slab Boxes + KEY	NA
201328061	Slab Boxes + KEY	NA
NA	Sheaves	NA

NA	Verifire Panel Assembly	NA
NA	Overshot Bowl 3 1/8"	NA
NA	Verifire Panel Assembly	NA
NA	Verifire Panel Assembly	NA
654	2018 Hot shot flat decks	17YGN4023HB065864
655	2018 Hot shot flat decks	17YGN4025HB064683
656	2017 Gun Loading Facility	17YBP262XJB066841
658	2017 Gun Loading Facility	17YBP2628JB067096
653	2017 Trailer for PCE	17YGN3227HB065924
657	2017 Trailer for PCE	17YGN3224JB066583
1	Coring Unit #C302	
2	Coring Unit #M315	
3	Coring Unit #M316	
4	Coring Unit #M304	
PCE06	15K 3" PCE	

Schedule "G" – Explosive Materials

Kodiak

OUTDOOR MAGAZINE
MAG-1
SECONDARY EXPLOSIVE

WEEKLY MAGAZINE INSPECTION

Must be Filled out every 7 Days minimum

	Magazine 1			
Date	Name	Condition	Comment	Signature
17/12/2018	Killingsworth	Good	yearly inventory	M.Killingsworth

Kodiak

Magazine 1	
Part #:DET E-L 085 Details: RJ 211 / RJ 210	1
Part #:CFA-A140F-T-V1.8 Details:Control Fire Switch to A-140F	2
Part #:V70995-1-1 Details: Det A-140 F Oil-Star	3
Part #: H-437440001 Details: Frng HD Igntr Prim 5 - BP 5	4
Part #:DET-2700-074 Details: Det Go Style Igniter C1-1/C1-3	5
Part #:DET-A85 Details: Det A-85	6
Part #: Det-3050-134 A Details: CLCP initiator	7
P# - H437442200 BAKER IGNITER- BP 3S	8
Part# A 140S Oil-Star Detonator	9
Part# DET-2700-075(3) BP-3 Igniter	10
Part# Det A105.AP	11
	12
	13
	14
	15

MAG 1

Part Number	Details	Proper Shipping Name	Vendor	D/C	Stored in Mag	Class	UN ID	N.E.Q. lbs	Total N.E.Q. lbs	Cost Per Unit USD	Value on Hand USD	QTY Available	Scrap	QTY IN THE L.T.C.
DET-2700-074	Det Go Style Igniter	Go Style Igniter	DiamondBack	12-20-2017 C1-3	M1	1.4	UN 0454	.0037	0.0962	[redacted]		26	0	0
DET-2700-074	Det Go Style Igniter	Go Style Igniter	DiamondBack	12-28-2017 C1-1	M1	1.4	UN 0454	.0037	0.1776			48	0	0
DET-2700-074	Det Go Style Igniter	Go Style Igniter	DiamondBack	17-NOV-17C1-3	M1	1.4	UN 0454	.0037	0.074			20	0	0
DET-2700-074	Det Go Style Igniter	Go Style Igniter	DiamondBack	25-JAN-18C1-6	M1	1.4	UN 0454	.0037	0.1332			36	0	0
DET-2700-074	Det Go Style Igniter	Go Style Igniter	DiamondBack	21-DEC-17-C1-3	M1	1.4	UN 0454	.0037	0.1813			49	0	0
Det-2700-075(4)	BP-4 Igniter DiamondBack	BP-4 Igniter DiamondBack	DiamondBack	10-Sept-18 C1-23	M1	1.4S	UN0454	.03	0.39			13	0	

Kodiak	Part #:DET E-L 085 Details: RJ 211 Shipping Name:Resistorized fluid disabled electric DSC: JAN 2015				
	Magazine 1				
Explanation	IN	OUT	Total Inv.	Date	Signature
New Stock	97	0	97	01/13/2018	
Waste	0	47	50	01/14/2018	
Total			50		

Kodiak	Part #:Det-E-RJ-210 Details: RJ 210 Name:Detnator,Disabled,(RJ210) DSC: Sept 2017				
	Magazine 1				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
New Stock	250	0	250	3/28/2018	
Energen Elmer 33-67 702H		250	0	3/29/2018	
Energen Elmer 33-67 702H	27		27	15/04/2018	
Total			27		

Kodiak

Part #:CFA-A140F-T-V1.8 Details:Control Fire Switch to A-140F
Shipping Name: CFA-A140F-T-V1.8
DSC: 12-02-17A

	Magazine 1				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
New Stock	400	0	400	12/07/2017	
INVENTORY	0	0	400	01/25/2018	
EOG MAGELLA 22-23 H	0	30	370	08/02/2018	
INVENTORY	0	0	370	12/02/2018	
EOG APACHE 57-103 H	0	350	20	02/20/2018	
INVENTORY	0	0	20	02/25/2018	
Return EOG St.Apache 57-0103H	30	0	50	01/03/2018	
Iskandia Energy Christopher #3		5	45	24/03/2018	
Energen UL Stripes 38-47 604 H		40	5	24/07/2018	
Total			5		

Kodiak	Part #:A-140 F Details: Det A-140 F Oil-Star Shipping Name:A-140 F/Block Detonator DSC: 31MY18K2				
	Magazine 1				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
New Stock	440		440	05/11/2018	
Energen Kath 603 H		220	220	10/11/2018	
Energen Kath 605 H		187	33	28/11/2018	
Total			33		

Kodiak	Part #: H-437440001 Details: **HD Igntr Prim BP 5** Shipping Name: Hunting Titan Inc. DSC: **01-NOV-2017**				
	Magazine 1				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
New Stock	60	0	60	11/10/2017	
FORGE ENERGY	0	40	20	11/27/2017	
RETURN FORGE ENERGY	13	0	33	12/07/2017	
FORGE ENERGY STAMPEDE 2H	0	2	31	12/09/2017	
RETURN FORGE STAMPEDE	2	0	33	12/18/2017	
EOG RUSTLER PATHFINDER 2H	0	33	0	01/11/2018	
RETUN RUSTLER PATHFINDER 2H	32	0	32	02/07/2018	
EOG STATE MAGELLAN 22-23 H	0	11	21	02/08/2018	
RETURN EOG STATE MAG 22-23 H	1	0	22	17/02/2018	
Iskandia STCTC A #9		1	21	23/05/2018	
Energen Express 601H		1	20	23/05/2018	
Energen Kath 605H		8	12	28/11/2018	
Parsley Massey Unit 4313 H		2	10	07/12/2018	
Energen Kath 605H		10	0	07/12/2018	
Parsley Massey Unit 4313 H	1		1	08/12/2018	
Total			1		

Kodiak

Part #:DET-2700-075(4) Details: BP 4 Igniter
Shipping Name: Diamondback Ind.
DSC:10-SEPT-18 C1-23

Magazine 1					
Explanation	IN	OUT	Total Inv.	Date	Signatutre
New Stock	20	0	20	09/12/2018	
Energen Kath 605H		20	0	09/12/2018	
Energen Kath 605H	13		13	12/12/2018	
Total			13		

Kodiak	Part #:DET-2700-074 Details: Det Go Style Igniter Shipping Name: Diamondback Ind. DSC: 12-28-2017 C1-1				
	Magazine 1				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
New Stock	80	0	80	02/06/2018	
EOG State Magallan Wells # 22,23H	0	32	48	02/08/2018	
Total			48		

Kodiak

Part #:DET-2700-074 Details: Det Go Style Igniter
Shipping Name: Diamondback Ind.
DSC: 12-20-2017 C1-3

	Magazine 1				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
New Stock	100	0	100	01/10/2018	
Inventory	0	50	50	01/25/2018	
EOG PathFinder		8	42	02/06/2018	
EOG PathFinder *return	5		47	02/07/2018	
Inventory	0	0	47	02/12/2018	
For Job EOG Apache 57#0103H		25	22	02/20/2018	
Return EOG St. Apac. 57/0103H	5	0	27	03/01/2018	
Inventory	0	0	27	03/12/2018	
Inventory	0	0	27	03/23/2018	
Parsely Massey Unit 4213H		2	25	16/12/2018	
Parsely Massey Unit 4213H	1		26	16/12/2018	
Total			26		

Kodiak	Part #:DET-2700-074 Details: Det Go Style Igniter Shipping Name: Diamondback Ind. DSC: 17-NOV-17C1-3				
	Magazine 1				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
Transfer from Pennsylvania	20		20	12/06/2018	
Total			20		

Kodiak	Part #:DET-2700-074 Details: Det Go Style Igniter Shipping Name: Diamondback Ind. DSC: 25-Jan-18C1-6				
	Magazine 1				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
Transfer from Pennsylvania	36		36	12/06/2018	
Total			36		

Kodiak	Part #:DET-2700-074 Details: Det Go Style Igniter Shipping Name: Diamondback Ind. DSC: 21-DEC-17-C1-3				
	Magazine 1				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
Transfer from Pennsylvania	49		49	12/06/2018	
Total			49		

Kodiak

Part #: Det-3050-134 A Details: CLCP initiator
Shipping Name: Core Lab CLCP initiator
DSC: Feb 01,2017

	Magazine 2				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
New Stock	10	0	10	10/27/2017	
INVENTORY	0	0	10	02/25/2018	
INVENTORY	0	0	10	03/01/1900	
INVENTORY	0	0	10	03-23-2018	
			10		

Kodiak

Part #: DET A105.AP Details: A105.AP
Shipping Name: Hunting Titan Inc.
DSC: 06MY15K1

	Magazine 1				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
Transfer From Pennsylvania	12		12	12/06/2018	
Energen Stripes 605H		6	6	13/08/2018	
Energen Stripes 605H	6		12	20/08/2018	
Energen Kath Unit 3-11 601 H		6	6	31/10/2018	
Energen 603 H		6	0	10/11/2018	
Energen 605 H	4		4	12/12/2018	
Total			4		

Kodiak

Part #: DET A105.AP Details: A105.AP
Shipping Name: Hunting Titan Inc.
DSC: **06AU18K1**

Magazine 1					
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
New Stock	50		50	27/11/2018	
Total			**50**		

Kodiak

OUTDOOR MAGAZINE
MAG-2
SECONDARY EXPLOSIVE

Kodiak

WEEKLY MAGAZINE INSPECTION

Must be Filled out every 7 Days minimum

	Magazine 1			
Date	Name	Condition	Comment	Signature
18/12/2018	Killingsworth	Good	yearly Inventory	M.Killingsworth

Kodiak

Magazine 2	
Part #: H437431000 Details:SECONDARY IGNITER, BKR	1
Part #: CORD-80RDX-LS-DT Details: DET. CORD; 80 GRAIN RDX LS	2
Part #: EXP-3321-321T Details:CHARGE 3 3/8" 21G RDX SDP	3
Part #: EXP-3323-323T Details:CHARGE 3 3/8" 22.7G RDX SDP	4
Part #: DP-RDX-021 Details:CHG, 210 MAXFORCE-FRAC, RDX,21 GR	5
Part #: EEC2-33A2341-RC Details:CHARGE 3 3/8" 22.7 G RDX ECGS	6
Part #: BPC-1300-010S Details:#10 STANDART P CHARGE	7
Part #: SSP-5610-100 Details:PC 7 Eliminator DIAMONDBACK	8
Part #: H-437642113 Details: POWER C STANDAR #10 BAKER	9
Part #: H-437643223 Details: POWER C STANDAR #20 BAKER	10
Core Lab	11
Part #: EXP-2818-321T Details:CHARGE 2 7/8" 18G RDX SDP	12
Part # Det-2700-076 Secondary Igniter Diamondback	13
	14
	15

MAG 2

Part Number	Details	Proper Shipping Name	Vendor	DOM	Stored in Mag	Class	UN #	N.E.Q. lbs	Total N.E.Q. lbs	Cost Per Unit USD	Value on Hand USD	QTY Available @ Shop	Street	QTY IN THE FIELD
CL-2-450060	Core Lab 6 minutes time Delay	Core Lab 6 minutes time Delay	Core Lab	MAY 05,2017	M2	1.4S	UN 0455	0.0038	0.038	[redacted]	[redacted]	10	0	0
CL-116970-2-350220-1	Core Lab Percussion Primer	Core Lab Percusionion Primer	Core Lab	JUN 01,17	M2	1.4S	UN 0044	0.0000001	0.0000005	[redacted]	[redacted]	5	0	0
Q-003100	Core Lab Booster Super Bi-Direccional HMX	Core Lab Booster Super Bi-Direccional HMX	Core Lab	16AU17A1	M2	1.4S	UN 0384	0.00062	0.05518	[redacted]	[redacted]	89	0	0

Kodiak

Part #: DET-2700-076 Details:Secondary Igniter
Shipping Name: Diamond Back
DSC: 03-DEC-18 C1-20

	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
NEW STOCK	20		20	19/12/2018	
Total			20		

Kodiak	Part #: H437431000 Details:Secondary Igniter Shipping Name: BAKER HUGHES DSC: 26-OCT-2018				
	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
NEW STOCK	60		60	05/11/2018	
Energen Kath 603 H		31	29	10/11/2018	
Energen Kath 605 H		27	2	28/11/2018	
Parsley Massey Unit 4313		2	0	07/12/2018	
Parsley Massey Unit 4313	1		1	08/12/2018	
Parsley Massey Unit 4213H		1	0	16/12/2018	
Parsley Massey Unit 4213H	1		1	16/12/2018	
Total			1		

Kodiak

Part #: EX1992020035 Details: DET. CORD 17/80 RDX LS
Shipping Name: FIRELINE DYNO NOBEL
DSC: 27MA18G1

	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
New Stock	1500	0	1500	05/11/2018	
Energen Kath 603 H		690	810	10/11/2018	
Energen Kath 603 H	27		837	21/11/2018	
Loaded Gun Inventory		810	27	25/11/2018	
Total			27		

Kodiak

Part #: EX1992020035 Details: DET. CORD 17/80 RDX LS
Shipping Name: FIRELINE DYNO NOBEL
DSC: 06JU18G1

	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
New Stock	1500	0	1500	16/11/2018	
Loaded Gun Inventory		71	1429	25/11/2018	
Total			1429		

Kodiak	Part #: PFC-3121-342 Details:CHARGE 3 3/8" 21G Shipping Name: OWEN Core Lab DSC: 21DEC17C1				
	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
Transfer from Pennsylvania	274	0	274	12/06/2018	
Total			274		

Kodiak	Part #: EXP-3321-321T Details:CHARGE 3 3/8" 21G RDX SDP Shipping Name: Hunting Titan DSC: 08-10-17 A				
	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
New Stock	1250	0	1250	19/08/2017	
Iskandia Valley L3		34	1216	11/06/2018	
Iskandia		16	1200	17/06/2018	
Total			1200		

Kodiak

Part #: EXP-3326-321T Details:CHARGE 3 3/8" 26G RDX SDP
Shipping Name: Hunting Titan
DSC: 06-22-17A

	Magazine 2				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
Transfer from Pennsylvania	50		50	12/06/2018	
Total			50		

Kodiak

Part #: EXP-3326-321T Details:CHARGE 3 3/8" 26G RDX SDP
Shipping Name: Hunting Titan
DSC: 12-15-17A

	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
Transfer from Pennsylvania	700		700	12/06/2018	
Total			700		

Kodiak	Part #: EXP-3326-321T Details:CHARGE 3 3/8" 26G RDX SDP Shipping Name: Hunting Titan DSC: 1-09-18A				
	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
Transfer from Pennsylvania	150		150	12/06/2018	
Total			150		

Kodiak

Part #: EXP-3326-321T Details:CHARGE 3 3/8" 26G RDX SDP
Shipping Name: Hunting Titan
DSC: 1-11-18A

	Magazine 2				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
Transfer from Pennsylvania	200		200	12/06/2018	
Total			**200**		

Kodiak

Part #: EXP-3326-321T Details:CHARGE 3 3/8" 26G RDX SDP
Shipping Name: Hunting Titan
DSC: N/A

	Magazine 2				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
Transfer from Pennsylvania	290		290	12/06/2018	
Total			290		

Kodiak

Part #: EXP-3323-323T Details:CHARGE 3 3/8" 22.7G RDX SDP
Shipping Name: Hunting Titan **DSC: N/A**

	Magazine 2				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
Transfer from Pennsylvania	650	0	650	12/06/2018	
Total			**650**		

Kodiak

Part #: A1011713200 Details:Charge 2716 Truejet RDX
Shipping Name: Charge, Assembly 2716 Truejet RDX
DSC: 02-NOV-2018

	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
NEW STOCK	1560		1560	05/11/2018	
Energen Kath 603 H		1508	52	10/11/2018	
Energen Kath 603 H	72		124	21/11/2018	
Loaded Gun Inventory		52	72	25/11/2018	
Total			72		

Kodiak

Part #: A1011713200 Details:Charge 2716 Truejet RDX
Shipping Name: Charge, Assembly 2716 Truejet RDX
DSC: 06-NOV-2018

	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
NEW STOCK	1800		1800	16/11/2018	
Loaded Gun Inventory		1764	36	25/11/2018	
Total			36		

Kodiak

Part #: BPC-1300-010S Details:#10 STANDARD P CHARGE
Shipping Name: DIAMONDBACK
DSC: 22-OCT-18 C1-2

	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
New Stock	50	0	50	28/11/2018	
Energen Kath Unit 605 H		34	16	29/11/2018	
Energen Kath Unit 605 H	1		17	12/12/2018	
Total			17		

Kodiak

Part #: BPC-1300-010S Details:#10 STANDARD P CHARGE
Shipping Name: DIAMONDBACK
DSC: 01-NOV-2018 C1-2

	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
New Stock	20	0	20	09/12/2018	
Total			20		

Kodiak

Part #: SSP-5610-100 Details:PC 7 Eliminator DIAMONDBACK
Shipping Name: DIAMONDBACK
DSC: 02-FEB-2018

Magazine 2					
Explanation	IN	OUT	Total Inv.	Date	Signatutre
New Stock	10		10	4/13/2018	
Total			10		

Kodiak

Part #: H-437643223 Details: POWER C STANDAR #20 BAKER
Shipping Name: BAKER Hughes
DSC: 06-27-17

	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
New Stock	60	0	60	02/07/2018	
EOG STATE MAGELLA 22-23 H	0	30	30	02/09/2018	
INVENTORY	0	0	30	02/25/2018	
INVENTORY	0	0	30	02/25/2018	
INVENTORY	0	0	30	03/12/2018	
INVENTORY	0	0	30	03/23/2018	
			30		

Kodiak

Part #: H-437643223 Details: POWER C STANDARD #20 BAKER
Shipping Name: BAKER Hughes
DSC: 06-10-16

Magazine 2					
Explanation	IN	OUT	Total Inv.	Date	Signatutre
New Stock	20	0	20	02/07/2018	
EOG STATE MAGELLA 22-23 H	0	12	8	02/09/2018	
RETURN EOG S MAGELLA 22-23 H	1	0	9	02/18/2018	
Iskandia STCTC A#9		1	8	23/05/2018	
Halcon Apres Vous 1H		2	6	29/10/2018	
Halcon Apres Vous 1H	2		8	31/10/2018	
Parsley Massey unit 4313 H		1	7	07/12/2018	
Parsley Massey unit 4313 H	1		8	08/12/2018	
			8		

Kodiak	Part #: CL-2450060 Details:Core Lab 6 min Time Delay Shipping Name: Core Lab 6 min Time Delay DSC: May 05, 2017				
	Magazine 2				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
New Stock	10	0	10	10/27/2017	
INVENTORY	0	0	10	02/25/2018	
INVENTORY	0	0	10	03/12/2018	
INVENTORY	0	0	10	03/23/2018	
Total			**10**		

Kodiak

Part #: CL-116970-2-350220-1 Details: Core Lab Precussion Primer
Shipping Name: Core Lab Precussion Primer
DSC: JUN 01, 2017

	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
New Stock	5	0	5	10/27/2017	
INVENTORY	0	0	5	25/02/2018	
INVENTORY	0	0	5	12/03/2018	
INVENTORY	0	0	5	23/03/2018	
Total			5		

Kodiak

Part #: Q-003100 Details: Booster Super Bi-Directional HMX
Shipping Name: Core Lab Booster Super Bi-Directional HMX
DSC: AUG 16, 2017

	Magazine 2				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
New Stock	100	0	100	10/27/2017	
INVENTORY	0	11	89	02/25/2018	
Total			89		

Kodiak	Part #:HDO-3625-100 Details :3 5/8Compact PC Shipping Name: 3 5/8 Compact Power Charge DSC: 25-SEP-17 C1-2

	Magazine 2				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
Transfer from Pennsylvania	10		10	27/10/2017	
Total			**10**		

Kodiak

Part #:HDO-3625-100 Details :3 5/8Compact PC
Shipping Name: 3 5/8 Compact Power Charge
DSC: 23-JUN-17 C1-3

	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
Transfer from Pennsylvania	10		10	12/06/2018	
Total			10		

Kodiak	Part #:BPC-1500-020 Details :#20 Slow-Set PC Shipping Name: #20 Slow-Set Power Charge DSC: 10-AUG-16 C1-4				
	Magazine 2				
Explanation	IN	OUT	Total Inv.	Date	Signatutre
Transfer from Pennsylvania	10		10	12/06/2018	
Parsley Massey unit 4313 H		1	9	07/12/2018	
Parsley Massey unit 4213 H		2	7	16/12/2018	
Parsley Massey Unit 4213 H	1		8	16/12/2018	
Total			8		

Kodiak

Part #:HDO-3500-100 Details :3 1/2 Shorty PC
Shipping Name: 3 1/2 Shorty Power Charge
DSC: 09-Jun-17 C1-1

	Magazine 2				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
Transfer from Pennsylvania	**2**		**2**	**12/06/2018**	
Total			**2**		

Kodiak

Part #:HDO-3500-100 Details :3 1/2 Shorty PC
Shipping Name: 3 1/2 Shorty Power Charge
DSC: 20-NOV-17 C1-4

	Magazine 2				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
Transfer from Pennsylvania	10		10	12/06/2018	
Total			**10**		

Kodiak

Part #:HDO-3500-100 Details :3 1/2 Shorty PC
Shipping Name: 3 1/2 Shorty Power Charge
DSC: 25-NOV-17 C1-2

	Magazine 2				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
Transfer from Pennsylvania	40		40	12/06/2018	
Total			**40**		

Kodiak	Part #:HDO-3500-100 Details :3 1/2 Shorty PC Shipping Name: 3 1/2 Shorty Power Charge DSC: 07-DEC-17 C1-3				
	Magazine 2				
Explanation	**IN**	**OUT**	**Total Inv.**	**Date**	**Signatutre**
Transfer from Pennsylvania	40		40	12/06/2018	
Total			40		

Schedule "H" – Certificates of Title to be Transferred to Purchaser

None.

Schedule "I" – Permits and Licenses to be Transferred to Purchaser

None.