

COURT FILE NUMBER 783 of 2017
COURT COURT OF QUEEN'S BENCH OF SASKATCHEWAN
JUDICIAL CENTRE SASKATOON
PLAINTIFF **AFFINITY CREDIT UNION 2013**
DEFENDANT **VORTEX DRILLING LTD.**
DOCUMENT **FIRST REPORT OF DELOITTE RESTRUCTURING INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF VORTEX DRILLING LTD.**

October 20, 2017

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

RECEIVER

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg, MB R3C 3Z3
Brent Warga
Telephone: (204) 942-0051
Fax: (204) 947-2689
E-mail: bwarga@deloitte.ca

COUNSEL TO THE RECEIVER

McDougall Gauley LLP
Suite 500, 616 Main Street
Saskatoon, SK S7H 0J6
Ian A. Sutherland
Telephone: (306) 665-5417
Fax: (306) 652-1323
Email: isutherland@mcdouallgauley.com

TABLE OF CONTENTS

Introduction.....	1
Terms of Reference.....	2
Background.....	2
Operations.....	6
Assets.....	6
Sales Process.....	7
Creditor Claims.....	9
Statement of Receipts and Disbursements.....	12
Approvals Sought.....	12

EXHIBITS

Exhibit A – Sales and Information Package

Exhibit B – Statement of Receipts and Disbursements for the period July 24, 2017 to October 17, 2017

INTRODUCTION

1. On June 23, 2017 (the “**Date of the Interim Receiver Appointment**”), Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as interim receiver (the “**Interim Receiver**”), without security, of all the assets, undertakings, and properties (the “**Property**”) acquired for, or used in relation to the business carried on by Vortex Drilling Ltd. (“**Vortex**” or the “**Company**”), pursuant to an Order (the “**Interim Receivership Order**”) of the Court of Queen’s Bench of Saskatchewan (the “**Court**”).
2. The Interim Receivership Order was granted as a result of an initial application filed by Affinity Credit Union 2013 (“**Affinity**”) to appoint a receiver (the “**Receivership Application**”) over the Property in accordance with section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”). As the Receivership Application was opposed by the Company, in order to ensure that its security would not dissipate, Affinity sought the appointment of the Interim Receiver. Affinity holds registered security over all of the Company’s present and after-acquired personal property (the “**Affinity Security**”).
3. The Interim Receivership Order provided for an initial stay of proceedings to and including July 23, 2017 (the “**Stay Period**”), or until further Order of the Court.
4. On July 20, 2017, prior to the expiration of the Stay Period, Affinity continued with its Receivership Application. At the same time, the Company made its own application to the Court seeking an initial order under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”). The Honourable Justice J. Scherman reserved any decision at the July 20, 2017 hearing.
5. On July 24, 2017 the Honourable Justice J. Scherman rendered a decision (the “**July 24, 2017 Decision**”) dismissing Vortex’s application for relief under the CCAA and ordering that Deloitte be appointed as the receiver (the “**Receiver**”) of Vortex effective immediately. The July 24, 2017 Decision also approved the actions of the Interim Receiver since the Date of the Interim Receiver Appointment to the termination of the Interim Receivership Order on July 23, 2017.
6. In accordance with the July 24, 2017 Decision, an Order (the “**Receivership Order**”) was

granted by the Court on July 24, 2017 (the “**Date of Receivership**”) and was signed by the Court on July 27, 2017. A copy of the Receivership Order and other information regarding the receivership proceedings can be accessed on Deloitte’s website (the “**Receiver’s Website**”) at www.insolvencies.deloitte.ca/en-ca/vortex.

TERMS OF REFERENCE

7. In preparing this first report (the “**First Report**”), the Receiver has relied upon unaudited financial information, the books and records of the Company and discussions with former management of the Company (“**Management**”), interested parties, and the stakeholders of the Company.
8. The financial information of the Company has not been audited, reviewed or otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that the First Report may not disclose all significant matters about the Company. Additionally, none of the Receiver’s procedures were intended to disclose defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Receiver’s attention. Accordingly, the Receiver does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of the First Report.
9. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.
10. Capitalized terms used in this First Report but not defined herein are as defined in the Receivership Order.

BACKGROUND

11. Vortex is a private company incorporated in November of 2010 under the laws of the Province of Saskatchewan. The Company provided land-based oil and gas drilling

services to exploration and development companies primarily in and around Southeastern Saskatchewan. As of April 24, 2017, according to the Saskatchewan Corporate Registry, the sole directors of Vortex were Mr. Derrick Big Eagle (President of Vortex), Mr. Kordel Korf, and Mr. Matthew Lawson, and the Company had approximately thirty-two (32) individual and corporate shareholders (the largest of which was the Kordel Family Trust with approximately 23% of the outstanding shares).

12. Vortex's head office was located in leased premises in Carlyle, Saskatchewan. The Company's primary assets consisted of three (3) drilling rigs (collectively the "**Rigs**" and individually referred to as "**Vortex 1**", "**Vortex 2**", and "**Vortex 3**") which were built by the Company. Based on discussions with Management and review of the Company's May 31, 2017 internal financial statements, the age and approximate construction costs of the Rigs, their components, and associated equipment are as follows:

- (a) Vortex 1 was completed in June 2011 at a cost of approximately \$8.6 million;
- (b) Vortex 2 was completed in October 2011 at a cost of approximately \$8.1 million; and
- (c) Vortex 3 was completed in January 2014 at a cost of approximately \$8.8 million.

13. Affinity is the principal lender to the Company and holds various first ranking security positions as against the Company and its assets. Affinity was owed approximately \$8.5 million (the "**Affinity Indebtedness**") from the Company at the Date of Receivership.

14. This report constitutes the First Report of the Receiver. The First Report, along with the confidential supplement to the First Report dated October 20, 2017 (the "**Confidential Report**"), are being filed in support of the Receiver's application to this Honourable Court on October 25, 2017 seeking the following:

- (a) Approval of the reported actions of the Receiver to date in respect of administering these receivership proceedings;

- (b) Approval of the Matrix Energy Technologies Inc. (“**Matrix**”) offer (the “**Amended Final Matrix Offer**”) and respective Asset Purchase Agreement for the sale of the Company’s assets;
- (c) Approval of payment of the Canada Revenue Agency (“**CRA**”) deemed trust claims (the “**CRA Trust Claims**”), not expected to exceed \$200,000;
- (d) Approval of the repayment of the Receiver’s borrowings under the Borrowing Facility (as defined below);
- (e) Approval of the future distribution of funds, after payment of the CRA Trust Claims, repayment of the Borrowing Facility, and retention of the Mains Holdback (as defined below), to Affinity as they relate to the Affinity Security and as they become available up to the amount of the Affinity Indebtedness; and
- (f) An Order sealing the Confidential Report in the Court file.

Powers of the Receiver

- 15. The Receiver’s powers are detailed in Paragraph 3 of the Receivership Order and include the power to take and maintain possession and control of the Property; the power to manage, operate, and carry on the business of the Company; and the power to market and sell the Property (subject to Court approval if one sale exceeds \$100,000 or if in the aggregate the sales exceed \$500,000), among others.
- 16. The Receivership Order also empowers the Receiver to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$750,000 (or such greater amount as the Court may by further Order authorize) (the “**Borrowing Facility**”).

Possession and Control of the Property

17. Vortex's corporate head office was located in leased premises at 404 8th Street West, Carlyle, Saskatchewan (the "**Carlyle Office**").
18. At the Date of Receivership, the majority of the inventory and parts owned by the Company were located at the Carlyle Office. The physical locations of the Rigs were as follows:
 - (a) Vortex 1 was racked and stored on leased well site 01-13-005-07 W2 near Lampman, Saskatchewan;
 - (b) Vortex 2 was set up and ready to begin drilling at leased well site 03-20-008-10 W2 near Stoughton, Saskatchewan; and
 - (c) Vortex 3 was racked and stored at Integrity Oilfield Hauling Ltd. near Carnduff, Saskatchewan (collectively the "**Rig Locations**").
19. The Receiver took the following steps with respect to the assets and operations of the Company:
 - (a) Attended at the Carlyle Office and the Rig Locations on July 25, 2017 to take possession and control of the assets, take an inventory of the assets, and meet with employees;
 - (b) Secured manual and electronic books and records of the Company;
 - (c) Terminated all remaining Vortex employees (not already laid off and previously terminated by the Company) effective on the Date of Receivership;
 - (d) Arranged to retain key employees to assist with administrative duties, financial reporting, and locating, transporting, and securing of the Property;
 - (e) Arranged to maintain the insurance coverage over the Property and had the Receiver added as a loss payee on the existing insurance policies of the Company;

- (f) Arranged for alternate property and liability insurance coverage for the Property effective September 6, 2017 as the Company's existing policy was expiring;
- (g) Arranged for ongoing occupancy of the Carlyle Office;
- (h) Arranged for the redirection of the mail of the Company to the Receiver's office;
- (i) Contacted third parties storing any assets of the Company and provided a copy of the Receivership Order and ensured the assets were safe and secure;
- (j) Arranged for the removal of consignment goods located at the Carlyle Office; and
- (k) Engaged a third party transportation company to assist with moving Vortex 1 and Vortex 2 to the Carlyle Office.

OPERATIONS

20. On the Date of Receivership, Vortex 1 and Vortex 3 were not operating, and Vortex 2 was setup at a well site, but drilling had not yet commenced. As the Company's Rigs were not fully utilized prior to the Date of Receivership and the Company was incurring operating losses, ongoing operations were not viable and the likelihood of completing a going concern sale was remote. Accordingly, the Receiver, with the concurrence of Affinity, decided to cease the Company's operations at the Date of Receivership.
21. As was previously noted, the Receiver has arranged for continued occupancy of the Carlyle Office with the landlord.

ASSETS

Accounts Receivable

22. At the Date of Receivership, the Receiver obtained a copy of the Company's accounts receivable sub-ledger, which indicated that Vortex was owed approximately \$373,000 from two customers. The Receiver notified both customers of the appointment of the

Receiver and requested payment for the outstanding invoices. As at the date of this First Report, the Receiver has collected all accounts in full.

Inventory

23. The Company has various spare parts and other inventory (the “**Inventory**”) being stored at the Carlyle Office. The Company provided the Receiver with a detailed listing of the inventory and the inventory was included in the sales process further detailed below.

Rigs, Vehicles, and other Equipment

24. The net book value of the shop and office equipment, Rigs and related equipment, and vehicles of Vortex (the “**Equipment and Vehicles**”) was reported by Management to be approximately \$21.2 million as at June 30, 2017. The Equipment and Vehicles consist of three (3) drilling rigs, doghouses, mud pumps, pipe carriers, water trucks, loaders, trailers, pickup trucks, a forklift, and other machinery used by Vortex.

25. As at the date of the First Report, Vortex 3 is being stored at Integrity Oilfield Hauling Ltd. near Carnduff, Saskatchewan at a nominal monthly storage cost. Vortex 1, Vortex 2, and all of the other Equipment and Vehicles and Inventory are being stored at the Carlyle Office.

26. Prior to the Date of Receivership, the Company engaged JR’s Appraisals and Auction Co. Ltd. to perform an independent appraisal (the “**Appraisal**”) of the significant Equipment and Vehicles of the Company. The Appraisal was finalized on February 15, 2017 and was provided to the Company. The Receiver has not released the Appraisal to any other party due to the risk of impeding or limiting the potential realization of the Equipment and Vehicles. A copy of the Appraisal is attached as Exhibit A to the Confidential Report.

27. The Receiver is not aware of any other Property of the Company.

SALES PROCESS

28. The Receiver engaged in discussions with several parties, including Management, with respect to a process to sell the Property of the Company and to determine who may be interested parties (including those parties that had expressed interest in the Property in the past).

29. Commencing in early August 2017, the Receiver also began discussions with several auction companies and equipment brokers to gain insight on the market for the Property and potential marketing and sales strategies. Concurrently, the Receiver also reviewed a process for seeking offers for the purchase of some or all of the Property and discussed a sales process with Affinity. With the agreement of Affinity, the Receiver decided to conduct a formal sales process (the “**Sales Process**”) to gauge the interest levels in the market and the amounts that parties may be willing to offer for the Property.
30. As part of the Sales Process the Receiver prepared a Sales and Information Package (the “**SIP**”) which included a detailed listing of the significant Equipment and Vehicles and Inventory being offered for sale, along with the related terms and conditions of the Sales Process. The SIP was distributed to auctioneers and various other interested parties on August 14, 2017. A copy of the SIP is attached to the First Report as Exhibit A.
31. Terms and conditions of sale included in the SIP included the following:
 - (a) The Receiver was seeking offers and/or proposals from auction companies, brokers, and other parties for the realization of all of the Property;
 - (b) The Property was being offered for sale on an “as is, where is” basis;
 - (c) The Receiver would not be obligated to accept the highest offer, or any proposal;
 - (d) Asset viewings were to be coordinated with the Receiver;
 - (e) Proposals and offers were to be submitted by September 7, 2017 (the “**Submission Deadline**”); and
 - (f) Parties seeking to purchase some or all of the Property would be required to submit a standard form of offer prepared by the Receiver, a 20% deposit, and would have to be prepared to close the sale on or around October 6, 2017.
32. Interested parties were identified through discussions with Management, discussions with

Affinity, industry contacts, and industry contact lists. In addition, certain parties contacted the Receiver directly, or through Affinity, expressing an interest in purchasing the Property.

33. The SIP was provided to 68 interested parties (62 in Canada and six (6) in the United States) (collectively the “**Interested Parties**”) and eight (8) auctioneers.
34. Based on the Sales Process and the results therefrom, discussions with Interested Parties subsequent to the Submission Deadline, and the current state of the oilfield services industry and oil and gas market in general, the Receiver is of the view that proceeding with the Amended Final Matrix Offer will result in the highest return to the creditors.
35. The Receiver is recommending that the Court approve the Amended Final Matrix Offer and the respective Asset Purchase Agreement for the reasons outlined in the Confidential Report. The Amended Final Matrix Offer, the other offers and auction proposals received, and the Sales Process are more fully described in the Confidential Report.

The Receiver has discussed and shared all the offers and proposals received before, during, and subsequent to the Sales Process with Affinity, and Affinity is in support of accepting the Amended Final Matrix Offer for the Property of the Company.

CREDITOR CLAIMS

36. The Receiver and the Receiver’s independent legal counsel, McDougall Gauley LLP (“**McDougall Gauley**”) have reviewed the validity and priority of the secured and priority claims that have been identified, and the Receiver advises as follows:
 - (a) McDougall Gauley has conducted an independent review of the validity and enforceability of the Affinity Security (the “**Security Opinion**”) and has opined that the Affinity Security:
 - (i) is valid and enforceable;
 - (ii) ranks in priority to the unsecured creditors of Vortex and any subsequently appointed trustee in bankruptcy; and

- (iii) subject to certain exceptions noted below, ranks in priority to the other secured creditors of Vortex.
 - (b) The Company's records indicate debts owing to CRA in the amount of \$120,575 in relation to unremitted payroll source deductions. CRA has conducted both payroll and goods and services tax ("GST") trust audits as at the date of the First Report. The payroll examination statement of account provided by CRA indicates a total outstanding balance of \$156,767, and the GST examination statement of account indicates a total outstanding balance of \$40,528. Collectively, the CRA Trust Claims total \$197,295.
37. As between Affinity and the other registrations in the Saskatchewan Personal Property Registry:
- (a) there is a prior security interest registration against all present and after acquired property of Vortex in favour of the Radius Credit Union ("**Radius**") that is limited to the accounts receivable and inventory of the Company by virtue of a priority agreement between Radius and Affinity. As at the Date of Receivership, Radius was not owed any money by the Company;
 - (b) on August 1, 2017 Mains Welding Ltd. ("**Mains Welding**") registered a commercial lien against certain items of the Property which are to be included in the proposed Asset Purchase Agreement. Counsel for Mains Welding has provided documentation indicating that the claimed total of the commercial lien is \$72,873.30. The Receiver and McDougall Gauley are continuing to gather information with respect to the validity and potential priority of the commercial lien, and it is the intention of the Receiver to hold back \$72,873.30 (the "**Mains Holdback**") from the proceeds to be realized pursuant to the proposed Asset Purchase Agreement (the "**Proceeds**") pending a final determination and further report to this Honourable Court; and

- (c) the Royal Bank of Canada (“**RBC**”) registered a purchase money security interest on August 16, 2017. The Receiver contacted RBC with respect to this registration and has been advised that RBC is in the process of discharging this registration given that it does not have any interest in the Property or credit facilities with the Company and therefore no claim to the Proceeds.
38. Subject to the payment of the CRA Trust Claims, repayment of the Receiver’s Borrowing Charge (discussed below), the Mains Holdback, and any other necessary reserves from the Proceeds the Receiver determines may be necessary, the Receiver is proposing to distribute the balance of the Proceeds to Affinity on account of the priority of the Affinity Security.
39. Other creditors include rental and leasing companies who are claiming ownership of certain pieces of equipment. The Receiver and counsel are reviewing the agreements between the creditors and Vortex, if any, and are assessing ownership rights and any priority claims. The Receiver has released, and will release, assets once ownership has been determined.
40. At the Date of Receivership, there were thirty-one (31) individuals with unpaid wages and vacation pay totaling approximately \$59,000. Twenty-eight (28) of these individuals were former employees who were terminated by the Company prior to the Date of Receivership in accordance with their terms of employment; the remaining three (3) employees were part of Management. In order to retain certain employees to assist with inventorying, securing, and moving the Property, and to assist the Receiver with ongoing administration, with the consent of Affinity, the Receiver paid all the outstanding employee wages and vacation pay immediately after the Date of Receivership. Furthermore, as the three (3) remaining employees at the Date of Receivership were determined to be part of management, there has been no need for any filing by the Receiver under the Wage Earner Protection Program.
41. As at the Date of Receivership, Vortex listed unsecured creditors with claims of approximately \$240,000.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

42. The Receiver has prepared a Statement of Receipts and Disbursements for the period of July 24, 2017 to October 17, 2017 for Vortex, a copy of which is attached to the First Report as Exhibit B.
43. As at the date of this First Report, in accordance with paragraph 19 of the Receivership Order, the Receiver has borrowed \$500,000 from the Court authorized Borrowing Facility to fund the receivership proceedings.

APPROVALS SOUGHT

44. As a result of the foregoing, the Receiver respectfully requests the following:
- (a) Approval of the reported actions of the Receiver to date in respect of administering these receivership proceedings;
 - (b) Approval of the Amended Final Matrix Offer for the sale of the Company's Property and the respective Asset Purchase Agreement;
 - (c) Approval of payment of the CRA Trust Claims, not expected to exceed \$200,000;
 - (d) Approval of the repayment of the Receiver's borrowings under the Borrowing Facility;
 - (e) Approval of the future distribution of funds, after payment of the CRA Trust Claims, repayment of the Borrowing Facility, retention of the Mains Holdback, and any other reserves determined necessary by the Receiver, to Affinity as they relate to the Affinity Security and as they become available up to the amount of the Affinity Indebtedness; and
 - (f) An Order sealing the Confidential Report in the Court file.

All of which is respectfully submitted at Saskatoon, Saskatchewan, this 20th day of October 2017.

DELOITTE RESTRUCTURING INC.

In its capacity as Receiver of
Vortex Drilling Ltd.,
and not in its personal capacity.



Per: Brent Warga, CPA, CA, CIRP, LIT
Senior Vice-President

Exhibit A – Sales and Information Package



Sales and Information Package

Vortex Drilling Ltd.

August 14, 2017

Deloitte Restructuring Inc.,
Receiver of Vortex Drilling Ltd.
360 Main Street
Suite 2300
Winnipeg MB R3C 3Z3

Tel.: 204-944-3586
Fax: 204-947-2689

Attention: John Fritz

Table of Contents

Invitation for offers	1
Terms and conditions of sale	4
Schedule A	9
Parcel 1 – Vortex Rig 1	11
Parcel 2 – Vortex Rig 2	27
Parcel 3 – Vortex Rig 3	43
Parcel 4 – Other equipment and inventory	62

Invitation for offers

On July 24, 2017, Deloitte Restructuring Inc. was appointed as Receiver (the “**Receiver**”) of Vortex Drilling Ltd. (“**Vortex**” or the “**Company**”) pursuant to an Order of the Honorable Justice B. J. Scherman of the Court of Queen’s Bench for Saskatchewan (the “**Court**”). The Receiver is offering for sale herein its interest, if any, in the assets of Vortex.

Sealed offers for the purchase of the Receiver’s interest in the assets of Vortex will be received by The Receiver, until **5:00 p.m. (CDT) on Thursday September 7, 2017**. The Receiver is accepting offers on the capital equipment and inventory of Vortex.

Vortex provided contract drilling services to the oil and gas industry, primarily in southern Saskatchewan. The Company operated three (3) drilling rigs with varying capabilities. Certain specifications of the rigs are summarized below¹:

Component	Vortex Rig 1 (“VD1”) and Rig 2 (“VD2”)	Vortex Rig 3
Manufacture Date	<ul style="list-style-type: none"> • VD1: June 2011, VD2: October 2011 	<ul style="list-style-type: none"> • January 2014
Mast	<ul style="list-style-type: none"> • 104’ telescoping double mast • 400,000 lb static hook load capacity 	<ul style="list-style-type: none"> • 106’ telescoping double mast • 422,400 lb static hook load capacity
Substructure	<ul style="list-style-type: none"> • 14’ step down structure • 337,000 lb maximum static rotary capacity 	<ul style="list-style-type: none"> • 14’ step down structure • 400,000 lb maximum static rotary capacity
Drawworks	<ul style="list-style-type: none"> • Ratmaster 750 • 19L Cummins (780hp) engine • Allison CLT6061 transmission 	<ul style="list-style-type: none"> • Revolution Equipment REM-850 • 19L Cummins (780hp) engine • Allison transmission
Combination Building	<ul style="list-style-type: none"> • 15L Cummins (630hp) generator engine • 19,500L fuel tank • 5 station Mustang accumulator with an 8x11 US gallon capacity 	<ul style="list-style-type: none"> • 15L Cummins (630hp) generator engine • 19,500L fuel tank • 5 station CPC accumulator with an 8x11 US gallon capacity
Mud Pump Building #1	<ul style="list-style-type: none"> • F-1000 tri-plex pump • Cummins (VD1: 950hp, VD2: 980hp) engine • Two-speed Rouse transmission 	<ul style="list-style-type: none"> • F-1000 tri-plex pump • Cummins (950hp) engine • Two-speed Rouse transmission
Mud Pump Building #2	<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • F-1300 tri-plex pump • Cummins (950hp) engine • Two-speed Rouse transmission
Water tank/ Doghouse	<ul style="list-style-type: none"> • 80m³ water tank • Slide out style doghouse • Mustang control console 	<ul style="list-style-type: none"> • 80m³ water tank • Slide out style doghouse • Mustang control console
Mud Tank	<ul style="list-style-type: none"> • 5 compartment roof covered tank • King Cobra Shaker • Dual vertical agitators 	<ul style="list-style-type: none"> • 5 compartment roof covered tank • King Cobra Shaker • Dual vertical agitators
Catwalk/ Manifold Shack	<ul style="list-style-type: none"> • Hydraulic skate catwalk • Integrated building housing skate controls and vertically mounted choke and kill manifold 	<ul style="list-style-type: none"> • Hydraulic skate catwalk • Integrated building housing skate controls and vertically mounted choke and kill manifold

¹ Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Boiler Building	<ul style="list-style-type: none"> • Saskatoon firetube boiler • Integrally mounted diesel fuel tank 	<ul style="list-style-type: none"> • Saskatoon firetube boiler • Integrally mounted diesel fuel tank
Other Equipment	<ul style="list-style-type: none"> • 8 steel pipe tubs, pipe and drill collars • Komatsu WA200PZ-6 loader • 2012 Western Star 4900FA water truck • Water truck trailer • Flock (2), shale and flare tanks • Rig manager's trailer 	<ul style="list-style-type: none"> • 8 steel pipe tubs, pipe and drill collars • Komatsu WA200 loader • 2014 Western Star 4900FA water truck • Water truck trailer • Flock (1), shale and flare tanks • Rig manager's trailer

Further details on each of the Vortex drilling rigs, inventories, and other operating equipment can be found in the parcels (the "**Parcels**") attached to this sales and information package (the "**Sales and Information Package**"). Vortex is no longer operating its business.

This Sales and Information Package is not intended for general circulation or publication, nor is it to be reproduced or used for any purpose other than that outlined herein. The Receiver does not assume responsibility or liability for losses occasioned to any parties as a result of the circulation, publication, reproduction, or use of this Sales and Information Package.

The information provided herein was obtained from the books and records of Vortex and information compiled since the Receiver's appointment on July 24, 2017. The information is being provided for the sole use of prospective purchasers in considering their interest in acquiring any or all of the assets (sometimes also referred to as "**Assets**") of Vortex and does not purport to contain all of the information that a prospective purchaser may require. Prospective purchasers should conduct their own investigations and due diligence on the assets and the information contained in this Sales and Information Package. The Receiver specifically notes that it has not independently verified or audited any of the information contained herein. The Receiver provides no representation or warranty as to the accuracy or completeness of the information contained in this Sales and Information Package and shall have no liability for any representations expressed or implied herein, or for any omissions from this Sales and Information Package or for any other written or oral communication transmitted to prospective purchasers in the course of their evaluation of the assets. Under no circumstances shall any of Vortex's employees or former employees be contacted directly or indirectly by any prospective purchaser: (i) to answer any questions regarding the possible acquisition of all or part of the Assets; or (ii) to request additional information.

The assets are being offered for sale on an "as is, where is" basis. The Receiver makes no representations, expressed or implied, as to the description, condition, state of repair, size, quantity, or value. Any prospective purchaser will be asked as a condition of sale to sign an acknowledgement that they have inspected and satisfied themselves as to the condition of the assets.

The terms and conditions of sale (the "**Terms and Conditions of Sale**") are detailed later in this Sales and Information Package along with the following key dates for the process:

Event	Timing
Asset viewings	By appointment on the following days: August 14-18, 21-25, August 28-September 1, and September 5-7, 2017
Offer deadline	5:00 p.m. CDT on September 7, 2017
Closing date	On or before October 6, 2017, or such other date as agreed to by the Receiver and the Purchaser
Asset removal date	On or before 15 days after the date of granting of a vesting order by the Court, or such other date as agreed to by the Receiver and the Purchaser

The highest or any offer need not be accepted by the Receiver. Offers shall be subject to the Terms and Conditions of Sale which shall be deemed to form part of the offer.

To make an arrangement to view the assets, please contact John Fritz by phone at 204-944-3586 or by email at jofritz@deloitte.ca.

Terms and conditions of sale

Deloitte Restructuring Ind., in its capacity as Court Appointed Receiver (the "**Receiver**") of Vortex Drilling Ltd. ("**Vortex**" or the "**Company**") and not in its personal capacity, is offering for sale herein its interest, if any, in the assets of Vortex (the "**Assets**") on the following terms and conditions:

Offers

1. The Assets are being offered for sale on an "as is, where is" without recourse basis and with no representations or warranties from the Receiver or any other party as to title, encumbrances, description, fitness for use, condition (environmental or otherwise), defect (patent or latent), collectability, merchantability, quantity, quality, value or the validity, invalidity, or enforceability of any patent, copyright or trademark right, or any other matter or thing whatsoever, either stated or implied.
2. All offers made for all, or a portion of, the Assets (the "**Offers**") must be submitted by completing the form of offer to purchase (the "**Offer to Purchase**") attached hereto as Schedule A. Sealed envelopes marked "**OFFER – Vortex Drilling Ltd.**" shall be delivered or mailed, postage prepaid, to the Receiver at 360 Main Street, Suite 2300, Winnipeg, Manitoba R3C 3Z3, Attention: John Fritz, so as to be in its hands by **5:00 p.m. (CDT) on Thursday, September 7, 2017** (the "**Offer Deadline**"). Offers that do not strictly comply with these Terms and Conditions of Sale may, at the absolute discretion of the Receiver, be rejected for that reason alone.
3. All Offers must be accompanied by a bank draft or certified cheque, in each case drawn on a Canadian Chartered Bank or Credit Union, payable to "Deloitte Restructuring Inc., in Trust", in an amount equal to twenty percent (20%) of the offered purchase price for the Assets (the "**Deposit**").
4. The Assets have been segregated into the following Parcels and are more particularly described in the Asset Parcel sections of the Sales and Information Package:
 - Parcel 1: Vortex Rig 1
 - Parcel 2: Vortex Rig 2
 - Parcel 3: Vortex Rig 3
 - Parcel 4: Other equipment and inventory

Offers can be made *en bloc* or on an individual Parcel basis, but *en bloc* Offers must stipulate a separate price for each Parcel. Offers submitted for more than one Parcel will be considered as a separate Offer for each Parcel unless the offer specifically states that the acceptance of one Parcel is conditional upon the acceptance of one or more Parcels.

5. Each party making an offer (the "**Offeror**") must rely on its own judgment, inspection and investigation of the Assets. Each Offeror acknowledges and agrees that it has had a full opportunity to conduct, and has conducted, such tests, examinations, inspections, and investigations as it deems necessary or advisable to fully acquaint itself with the Assets, their title, fitness for particular purpose, location, existence, condition, quality, quantity, merchantability, suitability for intended purpose and with any other attributes that the Offeror considers relevant.
6. Proposals from auctioneers to auction any of the Parcels on behalf of the Receiver will be considered.

7. Viewing of the Assets will be by appointment only. Appointments can be made by contacting John Fritz by phone at 204-944-3586 or by email at jofritz@deloitte.ca at the offices of the Receiver. The following dates are scheduled for viewing of the Assets:
 - August 14 through 18;
 - August 21 through 25;
 - August 28 through September 1; and
 - September 5 through 7.
8. The submission of any Offer to the Receiver shall constitute an acknowledgement and an acceptance by the Offeror of the terms of the Offer to Purchase, and the Terms and Conditions of Sale.
9. Offerors will have until the expiration of the Offer Deadline to proceed with further due diligence.
10. Each Offeror acknowledges that it has had the opportunity to consult with, and has consulted with, its own independent legal counsel prior to making the Offer.
11. Any Offer accepted by the Receiver will be subject to approval by the Court of Queen's Bench for Saskatchewan (the "**Court**"). The Order respecting Court approval shall be in a format acceptable to the Receiver.

Sales Process

12. The Receiver reserves the right to amend or terminate this sales process, or to withdraw or amend any of the Assets, at any time, at its sole discretion. With respect to any withdrawal or amendment, the sole obligation of the Receiver to the Offeror shall be to inform the Offeror of the withdrawal or amendment. With respect to the termination of the sales process, the sole obligation of the Receiver to the Offeror shall be to return any Deposit it has received without interest or deduction.

Acceptance of Offers and the Asset Purchase Agreement

13. The Receiver shall be entitled to accept Offers prior to the Offer Deadline.
14. Each Offeror acknowledges that the Receiver is not obligated to accept any Offer and the highest Offer shall not necessarily be accepted. The Receiver reserves the right to reject any or all Offers without explanation.
15. After receipt of the Offers, the Receiver may, in its sole discretion, negotiate with any Offeror to seek clarification and negotiate further with any Offeror in respect of any Offer. The Receiver shall not be obliged to negotiate with any Offeror or give any Offeror the opportunity to resubmit an Offer, whether or not the Receiver negotiates with other Offeror(s).
16. Upon submission of an Offer to the Receiver, no Offeror shall be entitled to retract, withdraw, vary or amend the Offer prior to acceptance or rejection thereof by the Receiver, without the prior written consent of the Receiver.
17. Deposits accompanying Offers that are not accepted by the Receiver shall be returned without interest thereon by prepaid registered mail or courier to the unsuccessful Offeror at the address set forth in the Offer, on or before Friday, October 6, 2017.
18. Upon the acceptance of an Offer in writing by the Receiver:
 - a. the successful Offeror (the "**Purchaser**") and the Receiver shall in good faith, within seven (7) days, draft, execute and deliver an Asset Purchase Agreement respecting the portion of the Assets being purchased by the Purchaser (the "**Purchased Assets**") in a form acceptable to the Receiver (the "**APA**");

- b. the APA must incorporate these Terms and Conditions of Sale and closing of the sale shall occur in accordance with the terms of the APA;
 - c. the Receiver will apply to the Court for a sale approval and vesting Order (the "**Sale Approval and Vesting Order**"), in a form acceptable to the Receiver which will, amongst other things:
 - i. approve the APA and the transaction contemplated by the APA; and
 - ii. vest the Purchased Assets in the Purchaser free and clear of 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.
 - d. the APA shall provide for a closing date on or before October 6, 2017, or such other date as agreed to by the Receiver and the Purchaser in writing (the "**Closing Date**"); and
 - e. the Deposit made by the Purchaser shall be non-refundable, except as set out herein.
19. If the sale contemplated by the APA is completed, the Purchaser's Deposit will be applied, without interest, against the purchase price.
20. If an Offer is accepted by the Receiver, but the sale of the Purchased Assets is not completed as a result of any act or omission on the part of the Purchaser, the Purchaser's Deposit shall be forfeited to the Receiver as a genuine pre-estimate of liquidated damages and not as a penalty. Furthermore, the Receiver shall be entitled to pursue all of its rights and remedies against the Purchaser.
21. The Purchased Assets shall remain at the risk of the Receiver until the Closing Date. The Purchased Assets thereafter shall be at the risk of the Purchaser. Until the closing, the Receiver shall hold all insurance policies or proceeds thereof in trust for the parties as their interests may appear and, in the event of substantial damage to the Purchased Assets, the Purchaser may either have the net proceeds of the insurance and complete the APA or may cancel the APA and have all monies theretofore paid returned without interest, cost or compensation of any kind whatsoever. Where any damage is not substantial, the Purchaser shall be obliged to complete the APA and be entitled to the net proceeds of insurance referenced to such damage.
22. The Offeror shall cause to be paid and delivered to the Receiver on the Closing Date the offered purchase price plus any applicable goods and services tax, provincial sales tax, and any other applicable taxes. These amounts shall be paid to the Receiver on the Closing Date by solicitor's trust cheque, certified cheque, bank draft, or wire, in each case drawn on a Canadian Chartered Bank or Credit Union by the Purchaser (except in the case of a solicitor's trust cheque). After payment the Purchaser shall take delivery and possession of the Purchased Assets on an "as is, where is" basis on the Closing Date, without recourse to the Receiver or its respective employees, servants and agents.
23. Without limitation, the Purchased Assets shall be as they exist on the Closing Date with no adjustments to be allowed to the Purchaser for changes in condition, qualities or quantities from the date of viewing to the Closing Date. The Purchaser acknowledges and agrees that the Receiver shall not be required to inspect the Purchased Assets or any part thereof and the Purchaser shall be deemed at its own expense to have relied entirely on its own inspection and investigation.
24. Parcel 1, Parcel 2, and Parcel 4 shall be surrendered to the Purchaser at closing at the office of Vortex located at Bay 1 and 2 - 404 8th Street West in Carlyle, Saskatchewan, and Parcel 3 shall be surrendered to the Purchaser at closing at the office of Integrity Oilfield Hauling Ltd. located in Carnduff Saskatchewan (collectively the "**Premises**"). The Purchaser of any individual Purchased Asset Parcel shall remove the Purchased Assets from the Premises or other such location on or before fifteen (15) days next after the date of Court approval and granting of a vesting order and shall notify the Receiver, not less than 48 hours in advance, of the date and time which it intends to remove the Purchased

Assets. The Purchaser shall have no right to occupy or otherwise gain access to the Premises or other such location following closing, save for access to remove the Purchased Assets. The Purchaser shall be responsible for the cost of removal and shall immediately repair or pay for any damage caused to the Premises or other such location by or in any way arising out of the removal of the Purchased Assets.

25. The Purchaser acknowledges that no warranties or conditions, express or implied, pursuant to *The Sale of Goods Act* (Saskatchewan) or similar legislation in other jurisdictions apply hereto and all of the same are hereby waived by the Purchaser.
26. The Purchaser agrees that all the insurance maintained by the Receiver in respect of the subject Assets shall be cancelled on the Closing Date and that the Purchaser shall be responsible for placing its own insurance thereafter.
27. The Purchaser shall indemnify the Receiver and hold the Receiver harmless against and from all losses, costs, damages and expenses which the Receiver may sustain, incur or be or become liable for by reason of or arising from any operations of the Purchaser in relation to any Assets.
28. At the Closing Date, the Purchaser shall be entitled to such deeds or assignments as may be considered necessary by the Receiver to convey the Purchased Assets to the Purchaser provided that the Purchaser shall remain liable under the APA notwithstanding any assignment thereof by the Purchaser. Any such deeds or assignments shall contain only a release of the Receiver's interest in the Assets and shall not contain any covenant other than a covenant that the Receiver has not done any act to encumber the Assets. The Receiver shall not be required to produce any abstract of title, title deeds or documents thereof or any evidence as to title, other than those in its possession.
29. If Court approval of the APA is not obtained, neither the Purchaser nor the Receiver will be obligated to complete the contemplated purchase and the Deposit accompanying the Offer shall be returned to the Purchaser without interest as soon as reasonably practicable.
30. The Offeror and the Receiver mutually agree to do all such further acts and execute all such further documents and instruments as may reasonably be necessary or convenient to give full effect to the APA.

General

31. Deloitte Restructuring Inc. is acting solely in its capacity as Receiver of Vortex, and not in its personal capacity, and Deloitte Restructuring Inc. (and its employees, servants, agents, and legal counsel) shall have no liability whatsoever in any way related to the Sales and Information Package, the Offer to Purchase, the Terms and Conditions of Sale, the APA, or in any way related to the Assets (as these terms are defined herein), whether in contract, in tort, under statute or otherwise.
32. All stipulations as to time are strictly of the essence.
33. The Sales and Information Package, the Offer to Purchase, Terms and Conditions of Sale, and APA shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the Offeror irrevocably attorns to the jurisdiction of the Court of Queen's Bench of Saskatchewan, Judicial Centre of Saskatoon.

DATED at Winnipeg, Manitoba this 14th day of August, 2017.

DELOITTE RESTRUCTURING INC.,

In its capacity as Receiver of
Vortex Drilling Ltd. and not in its
personal capacity.

360 Main Street
Suite 2300
Winnipeg MB R3C 3Z3

Tel.: 204-944-3586
Fax: 204-947-2689

Schedule A

Deloitte Restructuring Inc., Receiver
Vortex Drilling Ltd.

OFFER TO PURCHASE

**TO: DELOITTE RESTRUCTURING INC.,
RECEIVER OF VORTEX DRILLING LTD.**
360 Main Street
Suite 2300
Winnipeg, MB R3C 3Z3

Attention: John Fritz

1. Name of Offeror: _____
2. Address of Offeror: _____
3. Telephone and fax: _____
4. E-mail address: _____

The undersigned acknowledges having received and reviewed the Terms and Conditions of Sale pertaining to the sale of the assets of Vortex Drilling Ltd., that the Offeror has inspected and satisfied themselves as to the condition of the Assets, and that this Offer is submitted pursuant to the said Terms and Conditions of Sale and the undersigned agrees to be bound thereby as if the same were set out herein as part of this Offer.

The undersigned hereby acknowledges and agrees that this Offer is not subject to any conditions precedent, and should it be the successful Offeror, the Offeror agrees to execute an asset purchase agreement in a form acceptable to the Receiver.

<i>En bloc</i>	<i>Offer in Canadian dollars (excluding any applicable taxes)</i>
Offer Price	\$
Deposit enclosed (20%)*	\$

<i>Parcel 1 – Vortex Rig 1</i>	<i>Offer in Canadian dollars (excluding any applicable taxes)</i>
Offer Price	\$
Deposit enclosed (20%)*	\$

Parcel 2 – Vortex Rig 2	Offer in Canadian dollars (excluding any applicable taxes)
Offer Price	\$
Deposit enclosed (20%)*	\$

Parcel 3 – Vortex Rig 3	Offer in Canadian dollars (excluding any applicable taxes)
Offer Price	\$
Deposit enclosed (20%)*	\$

Parcel 4 – Other Equipment and Inventory	Offer in Canadian dollars (excluding any applicable taxes)
Offer Price	\$
Deposit enclosed (20%)*	\$

* All Deposits must be made by certified cheque or bank draft, drawn on a Canadian Chartered Bank or Credit Union, payable to “Deloitte Restructuring Inc., in Trust”.

Please confirm, by ticking the appropriate box below, if the Offer is contingent upon the Receiver accepting all of the above Parcels included in the Offer.

- No, the above Offer is not contingent upon the Receiver accepting the Offer on all of the above Parcels bid on. As detailed in the Terms and Conditions of Sale, the Receiver, at its sole option, may accept the Offer in respect of any one or more Parcels, but not necessarily all of them.
- Yes, the above Offer is contingent upon the Receiver accepting the Offer on all of the above Parcels bid on. If the Receiver does not accept the Offer, the entire Offer will be void.

DATED at the City of _____ in the Province of _____ this _____ day of _____, 2017.

Signature of Offeror: _____

Parcel 1 – Vortex Rig 1

1 Rig 1

One complete modular drilling rig package with major equipment asset components, as follows:

1.1 Mast

One telescopic double mast, steel constructed, complete with plumbed electrical and hydraulic components, 4 sheave crown with fast line and monkey board.

Mast Manufacturer:	Do All Industries
Mast Design:	R.A. Hodgson Industrial Engineering
Mast File #:	5044-M
Mast Model #:	MT104-9.5-400E
Mast Type:	Telescoping Double
Mast Serial #:	M-0103011-G
Mast Height:	104'/31.7m
Mast Base Width:	9'6"/2.90m
Maximum Static Hook Load:	400,000 lbs/177,900 daN (8 lines)
Maximum Static Hook Load w/ Setback:	135 Kph
Maximum Static Hook Load w/o Setback:	160 Kph
Mast Date of Manufacture:	January 2011
Mast Certification Date:	March 15, 2011
Mast Monkey Board:	Integrally mounted
Mast Raising Cylinders:	Dual, multi stage hydraulic cylinders
Mast Ladder:	Integrally mounted to mast
Mast Crown:	4 sheave crown, 1 fast line sheave
Mast Stand Pipe:	Integrally mounted
Mast Tugger Winch Manufacturer:	Dual Pullmaster winches
Mast Tugger Winch Model #:	PL8
Travelling Block Manufacturer:	McKinney Machine
Travelling Block Model:	Arctic
Travelling Block Rated Capacity:	160 Ton
Travelling Block Serial #:	10-435
Travelling Block Sheaves:	4-30" grooved for 1 1/8" wireline
Travelling Block Certification:	Material Testing Services
Travelling Block Certification Date:	April 21, 2016
Rotary Swivel Manufacturer:	McKinney Machine

Rotary Swivel Model #:	Arctic P200
Rotary Swivel Serial #:	3765
Rotary Swivel Capacity:	200 Ton
Rotary Swivel Certification:	Material Testing Services
Rotary Swivel Certification Date:	November 23, 2015
Rotary Tong Manufacturer:	Rostel Industries
Rotary Tong Model:	AAX
Rotary Tong Serial #:	IM0005-IM0006
Rotary Tong Type:	Manual
Rotary Tong Jaws:	5 lug jaws, at time of inspection
Rotary Tong Certification:	Buffalo Inspections
Rotary Tong Certification Date:	May 17, 2016
Elevator Bail Link Manufacturer:	King Oil Tools
Elevator Bail Link Size:	2 ¼" x 96"
Elevator Bail Link Serial #:	MP120710-88/MP120710-8B
Elevator Bail Link Capacity:	250 Ton/500,000 lbs/222,400 daN
Elevator Bail Link Inspection:	Buffalo Inspections
Elevator Bail Link Certification:	Kodiak Engineering
Elevator Bail Link Certification Date:	April 16, 2016
Drill Pipe Elevator Size:	To accommodate 4 ½" drill pipe
Drill Pipe Elevator Rating:	175 Ton
Drill Pipe Elevator Serial #:	40846
Drill Pipe Elevator Certification:	Material Testing Services
Drill Pipe Elevator Certification Date:	April 21, 2016

1.2 Substructure

One step-down substructure to accommodate the above mast, complete with loading beams, drawworks carrier deck, rotary beams, drawworks master skid, working floor and BOP cellar area.

Substructure Manufacturer:	Do All Industries
Substructure Serial #:	DOALL-S-0103011
Substructure Model #:	ST14-14.2-340E
Substructure Type:	Step Down
Substructure Floor Height:	14'
Substructure Max Static Rotary Capacity:	337,000 lbs
Substructure Certification:	AM Inspection Ltd.
Substructure Certification #:	13649
Substructure Certification Date:	April 11, 2016

Substructure Walls:	Steel crossed crimped panels
Substructure BOP Handling:	Integral BOP lift system
Substructure Heaters:	Dual Ruffneck steam heaters
Rotary Table:	Mounted at well center
Rotary Table Size:	17 ½" x 44"
Rotary Table Drive:	Elevated chain drive from drawworks
Annular BOP Manufacturer:	Shenkai Petroleum
Annular BOP Size:	9"
Annular BOP Pressure Rating:	3000 psi
Annular BOP Litres to Open:	19.03
Annular BOP Litres to Close:	27.36
Annular BOP Serial #:	111
Annular BOP Job#:	67858
Annular BOP Trim:	NACE
Annular BOP Certification:	Alberta Petroleum Industries
Annular BOP Certification Date:	March 11, 2013
Annular BOP Certification Renewal:	May 1, 2018
Blind Ram Manufacturer:	Shenkai Petroleum
Blind Ram Size:	9"
Blind Ram Pressure Rating:	3000 psi
Blind Ram Litres to Open:	2.57
Blind Ram Litres to Close:	2.91
Blind Ram Model:	LWP
Blind Ram Serial #:	218
Blind Ram Job #:	67858
Blind Ram Trim:	NACE
Blind Ram Certification:	Alberta Petroleum Industries
Blind Ram Certification Date:	August 22, 2013
Blind Ram Certification Renewal:	May 1, 2018
Pipe Ram Manufacturer:	Shenkai Petroleum
Pipe Ram Size:	9"
Pipe Ram Pressure Rating:	3000 psi
Pipe Ram Litres to Open:	2.57
Pipe Ram Litres to Close:	2.91
Pipe Ram Model:	LWP
Pipe Ram Serial #:	217
Pipe Ram Job #:	67858

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Pipe Ram Trim:	NACE
Pipe Ram Certification:	Alberta Petroleum Industries
Pipe Ram Certification Date:	August 21, 2013
Pipe Ram Certification Renewal:	May 1, 2018
Working Spool Manufacturer:	Alberta Petroleum Industries
Working Spool Flange Size:	9' 3000
Working Spool #1 Outlet Size:	3 1/8" 3000
Working Spool #2 Outlet Size:	2 1/16" 5000
Working Spool Overall Length:	17"
Working Spool Serial #:	65904-01
Working Spool Job #:	65904
Working Spool Pressure Rating:	3000
Working Spool Trim:	NACE
Working Spool Certification:	Alberta Petroleum Industries
Working Spool Certification Date:	June 4, 2012
Working Spool Certification Renewal:	May 1, 2018
Change Over Spool Manufacturer:	Alberta Petroleum Industries
Change Over Spool Upper Flange:	11" 3000/2000
Change Over Spool Lower Flange:	9" 3000
Change Over Spool Outlet Size:	Dual 2 1/16" 5000# @ 180 degree
Change Over Spool Overall Length:	16"
Change Over Spool Serial #:	63494-01
Change Over Spool Job #:	71001
Change Over Spool Trim:	NACE
Change Over Spool Certification:	Alberta Petroleum Industries
Change Over Spool Certification Date:	April 10, 2015
Change Over Spool Certification Renewal:	May 1, 2018
#1 HCR Valve Manufacturer:	CNV Valve & Control Co.
#1 HCR Valve Size:	3 1/8"
#1 HCR Valve Pressure Rating:	3000 psi
#1 HCR Valve Serial #:	D1012026
#1 HCR Valve Type:	Ball valve
#1 HCR Valve Trim:	NACE
#1 HCR Valve Certification:	Alberta Petroleum Industries
#1 HCR Valve Certification Date:	November 19, 2015
#2 HCR Valve Manufacturer:	KBV
#2 HCR Valve Size:	3 1/8"

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

#2 HCR Valve Pressure Rating:	3000 psi
#2 HCR Valve Serial #:	014143124
#2 HCR Valve Type:	Gate valve
#2 HCR Valve Trim:	NACE
#2 HCR Valve Certification:	Alberta Petroleum Industries
#2 HCR Valve Certification Date:	November 06, 2015
Number of Kill Line Valves:	4
Kill Line Valve Manufacturer:	KBV
Kill Line Valve Size:	2 1/16"
Kill Line Valve Pressure Rating:	5000 psi
Kill Line Valve Serial#:	L1212207/L1212156/L1212098/L1212081
Kill Line Valve Type:	Gate valve
Kill Line Valve Certification:	Alberta Petroleum Industries
Kill Line Valve Certification Date:	January 1, 2014

1.3 Drawworks

One drawworks master skid complete with one Ratmaster 750 drawworks, Cummins drive engine, elevated chain case drive, hydraulic survey line winch, glycol and hydraulic tanks as follows:

Drawworks Manufacturer:	Ratmaster
Drawworks Model #:	750
Drawworks Type:	Single drum
Drawworks Band Brakes:	Integrally mounted at drawworks drum
Drawworks Water Brakes:	Eaton 136
Drawworks Drive:	Input to right angle gear box
Drawworks Skid:	To accommodate drawworks and engine
Drawworks Canopy:	Integrally mounted drawworks roof canopy
Drawworks Canopy Lights:	4-48" dual fluorescent lights
Drawworks Engine Manufacturer:	Cummins
Drawworks Engine Model:	QSX19
Drawworks Engine Serial #:	37239189
Drawworks Engine Horsepower:	780
Drawworks Engine Fuel Type:	Diesel
Drawworks Engine Radiator:	Integrally mounted to engine
Drawworks Engine Exhaust:	Single horizontal exhaust
Drawworks Engine Transmission MFR:	Allison
Drawworks Engine Transmission Model:	CLT6061
Drawworks Engine Transmission Serial#:	3110114060

Survey Line Winch:	Post mounted near drawworks drum
Survey Line Winch Type:	Hydraulically actuated
Survey Line Winch Size:	.092" Wire
Drilling Line Spool:	Mounted on drawworks master skid
Drilling Line Size:	1-1/8"
Hydraulic Oil Tank:	Mounted on drawworks master skid
Glycol Tank:	Mounted on drawworks master skid
Drill Floor Access Stairs:	From drawworks floor to drill floor
Mud Tank Access Platform:	From drawworks skid to mud tank
Ground Level Access Stairs:	From drawworks skid to ground level

1.4 Combination Building

One skidded combination building compartmentalized to accommodate the Cummins diesel engine/generator, electrical controls, fuel tank, accumulator, and tool room.

Building Skid:	3 runner wide flange beam skid
Building Skid Loading Rolls:	Skid loading rolls both ends
Building Roof Fold Down Handrail:	Handrails w/ kick plate around perimeter
Building Walkways:	Fold-down walkways on one side
Building Wall Panels:	Straight steel wall panels
Building Cable Arm:	Swing out exterior cable arm
Building Access Doors:	1 double & 2 single access doors
Building Roof Access:	Roof access ladder one end
Building Plug Board Access:	Exterior access door to plug board
Building Electrical:	Electrical control panel/function boxes
Fuel Tank Capacity:	19,500 liters
Fuel Tank Serial #:	V1001
Fuel Tank TC Spec #:	TC44
Fuel Tank TCRN #:	25-0853
Fuel Tank Certification Date:	February 2011
Generator Room Lights:	2-48" dual led interior lights
Generator Room Fuel Tank:	Diesel fuel day tank
Generator Room Roof Hatch:	Fresh air roof hatch
Generator Engine Manufacturer:	Cummins
Generator Engine Model:	QSX15-G9
Generator Engine Displacement:	15 liters
Generator Engine #:	79435117
Generator Engine Family #:	ACEXL015.AA

Generator Engine Reference #:	0100-389101
Generator Engine Mount:	Independent skid, bolt lugged to floor
Generator Engine Radiator:	Integrally mounted to engine
Generator Engine Exhaust:	Single vertical exhaust
Generator Engine Battery Box:	Mounted adjacent to engine
Generator Engine Generator:	Coupled to Stamford generator
Accumulator Manufacturer:	Mustang
Accumulator Serial #:	V14470
Accumulator Type:	5 station
Accumulator Capacity:	8 x 11 US gal
Accumulator Pump MFR:	Weatherford
Accumulator Pump Type:	Triplex
Accumulator Pump Model:	T1-32m
Accumulator Pump DOM:	March 2011
Accumulator Pump Motor MFR:	Teco Westinghouse
Accumulator Pump Motor Cat #:	0254
Accumulator Pump Motor Frame #:	284T
Accumulator Pump Motor Horsepower:	25
Accumulator Pump Motor Voltage:	230/460
Transformer Manufacturer:	Bemag
Transformer Model #:	UA3015P480
Transformer Serial #:	VSN101119S03-5
Air Compressor MFR:	Sullair
Air Compressor Model #:	ST1109ACSULL
Air Compressor Serial #:	C03CC22138
Air Compressor Mount:	Horizontally mounted on 80 gal air receiver
Tool Room Lights:	2-48" dual fluorescent interior lights
Oil Storage Tanks:	4-rectangular fluid storage tanks on stand
Oil Storage Tank Capacity:	45 gallon tanks
Oil Storage Tank Contents:	Glycol, hydraulic oil, gear oil and 1540
Tool Room Storage Cabinet:	3 door upright parts storage cabinet
Tool Room Bolt Bin:	Single door upright cabinet/bolt bin
Tool Room Storage Cupboard:	2 door wall mounted parts cupboard
Tool Room Work Bench:	Steel wall mounted work bench
Tool Room Safety:	Eyewash station
Tool Room Heater MFR:	Ruffneck
Tool Room Heater Model:	FX5-480360-200-WT
Tool Room Heater Serial #:	RH157672

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

1.5 Mud Pump Building

One skidded building that houses the F-1000 mud pump, Cummins diesel engine, drive assembly, suction/discharge lines, instrumentation gauges and wash gun pump as follows:

Building Skid:	3 runner wide flange beam skid
Building Skid Loading Rolls:	Skid loading rolls both ends
Building Walls:	Steel straight panel walls
Building Roof Access:	Roof access ladder on one end
Building Roof Fold Down Handrail:	Handrail w/ kick plate around perimeter
Building Access Doors:	5-single, 3-double access doors
Building Door Cover:	Fold down door cover
Building Fold Down Walkways:	Walkways around building perimeter
Building Cable Holder:	Swing out cable arm
Building Interior Lights:	5-48" dual fluorescent interior lights
Building Storage Cabinet:	Single door, corner wall mounted cabinet
Building Storage Cabinet:	2-door upright parts storage cabinet
Building Work Bench:	Work bench with 2 door storage cabinet
Building Fire Safety:	20 pound fire extinguisher
Building Safety:	Eye wash station
Building Heater MFR:	Ruffneck
Building Heater Type:	Steam
Building Fuel Tank:	Upright cylindrical diesel fuel day tank
Building Air Receiver:	Upright cylindrical air receiver
Shaker Storage Stand:	Storage stand with 8 shaker screens
Wash Gun Pump Manufacturer:	Cat
Wash Gun Pump Model:	310S
Wash Gun Pump Type:	Triplex
Wash Gun Pump Mount:	Mounted on independent skid
Wash Gun Pump Drive:	Belt driven to electric motor
Wash Gun Hose Reel & Wand:	Complete with hose reel and wash wand
Mud Pump Model:	F-1000
Mud Pump Type:	Triplex hydraulic mud pump
Mud Pump Serial #:	JA-0574
Pulsation Dampener Capacity:	20 gallon
Pressure Gauge Manufacturer:	Control Drilling Service
Pressure Gauge Type:	"D"
Pressure Gauge Serial #:	34895
Pressure Gauge Pressure Rating:	0-42,000 Kpa

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Shear Relief Valve Manufacturer:	Oteco
2" Gate Valve Manufacturer:	Oteco
4" Gate Valve Manufacturer:	Oteco
Mud Pump Engine Radiator:	Integrally mounted to engine
Mud Pump Engine MFR:	Cummins
Mud Pump Engine Serial #:	321544
Mud Pump Horsepower:	950
Mud Pump Engine Batteries:	Battery box mounted beside engine
Mud Pump Engine Skid :	Mounted on independent master skid
Mud Pump Engine Mount:	Bolt lugged to floor
Mud Pump Engine Adjusters:	Adjustment sliders to adjust engine
Mud Pump Engine Exhaust:	Single vertical exhaust
Mud Pump Engine Transmission MFR:	Rouse
Mud Pump Engine Transmission Speed:	2 speed
Mud Pump Engine Transmission Serial#:	1102

1.6 Water Tank/Doghouse

Water tank and Doghouse are manufactured for unison use. The doghouse houses the rig instrumentation and control center. The doghouse scopes into the water tank during rig moves. The water tank is manufactured with a separate pump and crew change rooms.

Water Tank Skid:	3 runner wide flange beam skid
Water Tank Loading Rolls:	Skid loading rolls both ends
Water Tank Access Ladders:	Access ladders on two sides
Water Tank Access Stairs:	Fold down access stairs one side
Water Tank Fold Down Handrail:	Handrail w/ kick plate around perimeter
Change Shack Access:	Single access door
Change Shack Lights:	2-48" dual fluorescent interior lights
Change Shack Heater MFR:	Ruffneck
Change Shack Heater Model:	FX5-480360-200-WT
Change Shack Heater Serial #:	RH157671
Change Shack Bench:	Steel sit bench
Change Shack Lockers:	16-mesh steel crew lockers
Change Shack Safety:	Stretcher
Change Shack Amenities:	Microwave, Mini Fridge
Pump Room Access:	Single access door
Pump Room Lights:	1-48" dual fluorescent interior light
Pump Room Transformer MFR:	Bemag
Pump Room Transformer Model:	UA3015P480

Pump Room Pressure Washer MFR:	Cat
Pump Room Pressure Washer Model:	310S
Pump Room Pressure Washer Type:	Triplex
Pump Room Pressure Washer Mount:	Mounted on independent skid
Pump Room Pressure Washer Motor MFR:	Baldor
Pressure Washer Hose Reel & Wand:	Wall mounted hose reel & wash wand
Pump Room Heater Manufacturer:	Ruffneck
Pump Room Heater Model:	FX5-480360-100-WT
Pump Room Heater Serial #:	RH157666
Pump Room Water Pump MFR:	Monarch
Pump Room Water Pump Mount:	Mounted on independent skid
Pump Room Water Pump Drive:	Electrically direct driven
Pump Room Water Pump Size:	2 x 3
Doghouse Type:	Slide out style doghouse
Doghouse Raising System:	Sling line/cable raised
Doghouse Roof Access:	Roof access ladder
Doghouse Fold Down Handrail:	Handrail w/ kick plate around roof perimeter
Doghouse Stairs:	Removable stairs into doghouse from tank
Doghouse Access Doors:	2-single access doors with windows
Doghouse Lights:	3-48" dual fluorescent interior lights
Doghouse Safety:	Lockout box, ear plug dispenser
Doghouse Fire Safety:	40 pound fire extinguisher
Doghouse Exterior Lights:	4-square halogen exterior lights
Doghouse Windows:	7 full view safety glass windows
Doghouse Heater #1 MFR:	Ruffneck
Doghouse Heater #1 Model:	FX5-480360-200-WT
Doghouse Heater #1 Serial #:	RH157677
Doghouse Heater #2 MFR:	Ruffneck
Doghouse Lockers:	4-steel crew lockers
Doghouse Knowledge Box:	Dual knowledge box on dual door cabinet
Doghouse Parts Storage Cabinet:	2 door upright parts storage cabinet
Doghouse Storage Bench:	Steel storage bench
Doghouse Controls:	Mustang control console
Doghouse Amenities:	Hand cleaner & paper towel dispenser

1.7 Mud Tank

The single mud tank consists of a skidded sloped bottom, 5 compartment tank, with grated tank top, King Cobra shale shaker, dual agitators, degasser and mud mix room.

Mud Tank Skid:	3 runner wide flange beam skid
Mud Tank Loading Rolls:	Skid loading rolls both ends
Mud Tank Type:	Slope bottom tank
Mud Tank Dump Gates:	5 dump gates
Mud Tank Configuration:	5 compartment mud tank
Mud Tank Top:	Grated steel tank top
Mud Tank Roof:	Fold down roof over tank
Mud Tank Walkway:	Walkway located around shaker
Mud Tank Cable Arm:	Swing out cable arm
Mud Tank Access Stairs:	Fold down stairs shack side & shaker end
Mud Tank Chemical Barrel:	Chemical mixing barrel on tank top
Mud Tank Degasser:	36" degasser
Shale Shaker Manufacturer:	King Cobra
Shale Shaker Serial #:	11150-0038
Mud Tank Agitator Manufacturer:	SEW Eurodrive
Mud Tank Agitators:	2- vertical agitators
Mud Tank Heater Manufacturer:	Ruffneck
Mud Tank Heater Type:	Steam
Mud Tank Mix Shack:	Integrally mounted to tank
Mix Shack Access:	Double access door
Mix Shack Lights:	2-48" dual fluorescent interior lights
Mix Shack Manifold:	Manifold with 9 butterfly valves
Mix Shack Fire Safety:	20 pound fire extinguisher
Mix Shack Safety:	Eye wash station
Mix Shack Storage Cabinets:	2-single door wall mounted cabinets
Mix Shack Mud Hopper:	Venturi style mud hopper
Mix Shack Pumps:	3 vertically mounted centrifugal pumps

1.8 Catwalk/Manifold Shack

One hydraulically actuated skate catwalk complete with fabricated steel building to accommodate the hydraulic skate controls and vertically mounted choke & kill manifold.

Catwalk Construction:	Square tubing frame
Catwalk Loading Rolls:	Loading rolls both ends
Catwalk Swing Arms:	4-swing out pipe arms
Catwalk Skate:	Hydraulically actuated skate catwalk

Catwalk Stairs:	3-removable stairways
Manifold Shack:	Integrally mounted to catwalk
Manifold Shack Access:	1 double door, 1 single door
Manifold Shack Windows:	2- windows, 1- with safety bars
Manifold Shack Walls:	Straight steel paneled walls
Manifold Shack Interior Walls:	Insulated steel paneled interior walls
Manifold Shack Heater MFR:	Ruffneck
Manifold Shack Heater Model:	FX412-480360-10
Manifold Shack Serial #:	4164-1934
Manifold Shack Interior Lights:	2-48" dual fluorescent interior lights
Manifold Shack Controls:	Hydraulic lever panels
Manifold Size:	3 x 2 choke & kill manifold
Manifold Valve Type:	Gate valve, NACE trim
Manifold Mount:	Vertically mounted
Manifold Blind Flanges:	2-2 1/16" S/N-56734-1,56734-2
Manifold Blind Flanges Certification Date:	December 23, 2010
Manifold Weld Neck Flange:	1- 3 1/8" 3000 S/N-36600
Manifold Weld Neck Flange Certification:	December 23, 2010
Manifold Companion Flanges:	2 1/16 x 5000
Manifold Companion Flanges Serial #:	56773-5/56773-6/56896-1
Manifold Companion Flanges Certification:	December 23, 2010

1.9 Boiler Building

One skidded oilfield building that accommodates the Saskatoon boiler and self-contained diesel fuel tank.

Building Skid:	3 runner wide flange beam skid
Building Loading Rolls:	Skid Loading rolls both ends
Building Fold Down Handrail:	Handrail w/ kick plate around perimeter
Building Wall Panels:	Straight steel wall panels
Building Dump Gate:	1-dump gate
Building Roof Access:	Roof access ladder on one end
Building Interior Lights:	4-48" dual fluorescent interior lights
Building Exterior Lights:	3- Square halogen exterior lights
Building Access Doors:	1-single door, 1-double door
Building Storage Cabinet:	2 door upright parts storage cabinet
Building Fuel Tank:	Integrally mounted diesel fuel tank
Building Fuel Level Indicator:	Fuel level sight gauge w/ mesh guard
Building Heater MFR:	Ruffneck

Building Heater Model:	FX5-480360-200-WT
Building Heater Serial #:	RH151275
Building Fire Safety:	1-20 pound fire extinguisher
Building Safety:	Eyewash station
Boiler Manufacturer:	Saskatoon Boiler
Boiler Serial #:	4532
Boiler Type:	Firetube
Boiler Certification #:	01 018 780
Boiler License #:	00016345
Boiler Inspection Date:	September 2, 2015
Boiler Certification:	Technical Safety Authority of Sask.

1.10 Miscellaneous Equipment Assets

Miscellaneous equipment components and complimentary assets are as follows:

1.10.1 Rig Matting:	14 steel/wood constructed mats
1.10.2 Pipe Rack	
1.10.3 Pipe Tubs:	8 steel constructed pipe tubs
1.10.4 Drill Pipe Racks:	4-36' triangular racks
1.10.5 Drill Pipe:	Approximately 300- 4 ½", NC 40 range II
1.10.6 Heavy Weight Drill Pipe:	Approximately 80-4 ½" NC 40
1.10.7 Drill Collars:	Approximately 12-6 ½" diameter
1.10.8 Front End Loader:	
– Loader Manufacturer:	Komatsu
– Loader Model:	WA200PZ-6
– Loader Serial #:	KMTWA105T01071200
1.10.9 Water Truck	
– Water Truck Manufacturer:	Western Star
– Water Truck Date of Manufacture:	2012
– Water Truck Model #:	4900FA
– Water Truck Engine:	Detroit DD15
– Water Truck Serial #:	5KKHAEDR4CPBL4853
– Water Truck Front Tire Size:	385/65R22.5
– Water Truck Rear Tire Size:	11R24.5
– Water Tank Mount:	Elliptical tank mounted to truck
1.10.10 Water Truck Trailer	
1.10.11 Flock Tank	2-50m ³
1.10.12 Shale Tank	10' x 40'
1.10.13 Flare Tank	9m ³
1.10.14 Counterweight	
1.10.15 Rig Manager's Trailer	

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Selected Photographs



1.1 Mast



1.2 Substructure



1.3 Drawworks



1.4 Combination Building



1.5 Mud Pump Building



1.6 Water Tank and Dog house



1.7 Mud Tank



1.8 Catwalk and Manifold Shack



1.9 Boiler Building



1.10.1 Rig Mats



1.10.1 Rig Mats



1.10.2 Pipe Rack



1.10.3 Pipe Tub VDI-222A



1.10.3 Pipe Tub VDI-222B



1.10.3 Pipe Tub VDI-222C



1.10.3 Pipe Tub VDI-222D



1.10.3 Pipe Tub VDI-222E



1.10.3 Pipe Tub VDI-222F



1.10.3 Pipe Tub VDI-222G



1.10.3 Pipe Tub VDI-222H



1.10.8 Loader



1.10.8 Loader Bucket



1.10.9 Water Truck



1.10.10 Water Truck Trailer



1.10.11 Flock Tank



1.10.12 Shale Tank



1.10.13 Flare Tank



1.10.14 Counterweight



1.10.15 Rig Manager's Trailer

Parcel 2 – Vortex Rig 2

2 Rig 2

One complete modular drilling rig package with major equipment asset components, as follows:

2.1 Mast

One telescopic double mast, steel constructed, complete with plumbed electrical and hydraulic components, 4 sheave crown with fast line and monkey board.

Mast Manufacturer:	Do All Industries
Mast Design:	R.A. Hodgson Industrial Engineering
Mast File #:	5121-M
Mast Model #:	MT104-9.5-400E
Mast Type:	Telescoping Double
Mast Serial #:	DOALL-M-0208011-G
Mast Height:	104'/31.7m
Mast Base Width:	9'6"/2.90m
Maximum Static Hook Load:	400,000 lbs/177,900 daN (8 lines)
Maximum Static Hook Load w/ Setback:	135 Kph
Maximum Static Hook Load w/o Setback:	160 Kph
Mast Certification:	R.A. Hodgson Industrial Engineering
Mast Certification Date:	September 30, 2011
Mast Monkey Board:	Integrally mounted
Mast Raising Cylinders:	Dual, multi stage hydraulic cylinders
Mast Ladder:	Integrally mounted to mast
Mast Stand Pipe:	Integrally mounted
Mast Tugger Winch Manufacturer:	Dual Pullmaster winches
Mast Tugger Winch Model #:	PL8
Travelling Block Manufacturer:	McKinney Machine
Travelling Block Model:	Arctic
Travelling Block Rated Capacity:	160 Ton
Travelling Block Serial #:	10-435
Travelling Block Sheaves:	4-30" grooved for 1 1/8" wireline
Travelling Block Certification:	Material Testing Services
Travelling Block Certification Date:	April 21, 2016
Rotary Swivel Manufacturer:	McKinney Machine
Rotary Swivel Model #:	Arctic T-200
Rotary Swivel Serial #:	3941

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Rotary Swivel Capacity:	200 Ton
Rotary Swivel Wash Pipe Assembly:	Quick change wash pipe packing box
Rotary Swivel Certification:	Material Testing Services
Rotary Swivel Certification Date:	April 21, 2016
Rotary Tong Manufacturer:	Rostel Industries
Rotary Tong Model:	AAX
Rotary Tong Serial #:	IM0007-IM0008
Rotary Tong Type:	Manual
Rotary Tong Jaws:	5 lug jaws, at time of inspection
Rotary Tong Certification:	Irwin's Machining & Welding
Rotary Tong Certification Date:	May 17, 2016
Rotary Tong Inspection:	Buffalo Inspection
Rotary Tong Inspection Date:	April 15, 2016
Elevator Bail Link Manufacturer:	King Oil Tools
Elevator Bail Link Size:	2 ¼" x 96"
Elevator Bail Link Serial #:	22969-1A/22969-1B
Elevator Bail Link Capacity:	250 Ton/500,000 lbs/222,400 daN
Elevator Bail Link Inspection:	Buffalo Inspections
Elevator Bail Link Inspection File #:	16-28840R007
Elevator Bail Link Certification:	Kodiak Engineering
Elevator Bail Link Certification File #:	16-05-947610
Elevator Bail Link Certification Date:	April 16, 2016
Drill Pipe Elevator Size:	To accommodate 4" drill pipe
Drill Pipe Elevator Rating:	175 Ton
Drill Pipe Elevator Serial #:	130432193
Drill Pipe Elevator Certification:	Material Testing Services
Drill Pipe Elevator Certification Date:	April 21, 2016

2.2 Substructure

One step-down substructure to accommodate the above mast, complete with loading beams, drawworks carrier deck, rotary beams, drawworks master skid, working floor and BOP cellar area.

Substructure Manufacturer:	Do All Industries
Substructure Serial #:	-S-0208011
Substructure Model #:	ST14-14.2-340E
Substructure File #:	5121-S
Substructure Date of Manufacture:	August 2011
Substructure Type:	Step Down

Substructure Floor Height:	14'
Substructure Max Static Rotary Capacity:	337,000 lbs
Substructure Setback Capacity:	281,000
Substructure Certification:	R.A. Hodgson Industrial Engineering
Substructure Certification #:	13649
Substructure Certification Date:	September 30, 2011
Substructure Walls:	Steel crossed crimped panels
Substructure BOP Handling:	Integral BOP lift system
Substructure Heaters:	Dual steam heaters
Rotary Table:	Mounted at well center
Rotary Table Size:	17 ½" x 44"
Rotary Table Drive:	Elevated chain drive from drawworks
Annular BOP Manufacturer:	Shenkai Petroleum
Annular BOP Model:	Shenkai Spherical Annular
Annular BOP Size:	9"
Annular BOP Pressure Rating:	3000 psi
Annular BOP Litres to Open:	19.03
Annular BOP Litres to Close:	27.36
Annular BOP Serial #:	98
Annular BOP Job#:	71032
Annular BOP Trim:	NACE
Annular BOP Certification:	Alberta Petroleum Industries
Annular BOP Certification Date:	June 14, 2015
Annular BOP Certification Renewal:	September 1, 2018
Blind Ram Manufacturer:	Shenkai Petroleum
Blind Ram Size:	9"
Blind Ram Pressure Rating:	3000 psi
Blind Ram Litres to Open:	2.57
Blind Ram Litres to Close:	2.91
Blind Ram Model:	LWP
Blind Ram Serial #:	186
Blind Ram Job #:	71035
Blind Ram Trim:	NACE
Blind Ram Certification:	Alberta Petroleum Industries
Blind Ram Certification Date:	June 9, 2015
Blind Ram Certification Renewal:	September 1, 2018
Pipe Ram Manufacturer:	Shenkai Petroleum

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Pipe Ram Size:	9"
Pipe Ram Pressure Rating:	3000 psi
Pipe Ram Litres to Open:	2.57
Pipe Ram Litres to Close:	2.91
Pipe Ram Model:	LWP
Pipe Ram Serial #:	192
Pipe Ram Job #:	71033
Pipe Ram Trim:	NACE
Pipe Ram Certification:	Alberta Petroleum Industries
Pipe Ram Certification Date:	July 7, 2015
Pipe Ram Certification Renewal:	September 1, 2018
Working Spool Manufacturer:	Alberta Petroleum Industries
Working Spool Flange Size:	9' 3000
Working Spool #1 Outlet Size:	3 1/8" 3000
Working Spool #2 Outlet Size:	2 1/16" 5000
Working Spool Overall Length:	17"
Working Spool Serial #:	63607-1
Working Spool Job #:	71034
Working Spool Pressure Rating:	3000
Working Spool Trim:	NACE
Working Spool Certification:	Alberta Petroleum Industries
Working Spool Certification Date:	April 30, 2015
Working Spool Certification Renewal:	September 1, 2018
Change Over Spool Manufacturer:	Alberta Petroleum Industries
Change Over Spool Upper Flange:	11" 3000/2000
Change Over Spool Lower Flange:	9" 3000
Change Over Spool Outlet Size:	Dual 2 1/16" 5000# @ 180 degree
Change Over Spool Overall Length:	17"
Change Over Spool Serial #:	71627-01-01
Change Over Spool Job #:	71627
Change Over Spool Trim:	NACE
Change Over Spool Certification:	Alberta Petroleum Industries
Change Over Spool Certification Date:	November 5, 2015
Change Over Spool Certification Renewal:	November 6, 2018
#1 HCR Valve Manufacturer:	CNV Valve & Control Co.
#1 HCR Valve Size:	3 1/8"
#1 HCR Valve Pressure Rating:	3000 psi

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

#1 HCR Valve Serial #:	AV0807023
#1 HCR Valve Type:	Ball valve
#1 HCR Valve Trim:	NACE
#1 HCR Valve Certification:	Alberta Petroleum Industries
#1 HCR Valve Certification Date:	May 19, 2015

2.3 Drawworks

One drawworks master skid complete with one Ratmaster 750 drawworks, Cummins drive engine, elevated chain case drive, hydraulic survey line winch, glycol and hydraulic tanks as follows:

Drawworks Manufacturer:	Ratmaster
Drawworks Model #:	750
Drawworks Type:	Single drum
Drawworks Band Brakes:	Integrally mounted at drawworks drum
Drawworks Water Brakes:	Eaton 136
Drawworks Drive:	Input to right angle gear box
Drawworks Skid:	To accommodate drawworks and engine
Drawworks Fold-Down Handrail:	Handrail w/ kick plate around perimeter
Drawworks Lights:	4-48" dual fluorescent lights
Drawworks Engine Manufacturer:	Cummins
Drawworks Engine Model:	QSX19
Drawworks Engine Serial #:	37239190
Drawworks Engine Horsepower:	780
Drawworks Engine Fuel Type:	Diesel
Drawworks Engine Radiator:	Integrally mounted to engine
Drawworks Engine Exhaust:	Single exhaust directed to front of skid
Drawworks Engine Battery Box:	Mounted adjacent to engine
Drawworks Engine Transmission MFR:	Allison
Drawworks Engine Transmission Model:	CLT6061-4
Survey Line Winch:	Post mounted near drawworks drum
Survey Line Winch Type:	Hydraulically actuated
Survey Line Winch Size:	.092" Wire
Drilling Line Spool:	Mounted on drawworks master skid
Drilling Line Size:	1-1/8"
Hydraulic Oil Tank:	Mounted on drawworks master skid
Hydraulic Pump:	Direct coupled to Leeson motor
Glycol Tank:	Mounted on drawworks master skid
Drill Floor Access Stairs:	From drawworks floor to drill floor

Mud Tank Access Platform:	From drawworks skid to mud tank
Ground Level Access Stairs:	From drawworks skid to ground level

2.4 Combination Building

One skidded combination building compartmentalized to accommodate the Cummins diesel engine/generator, electrical controls, fuel tank, accumulator, and tool room.

Building Skid:	3 runner wide flange beam skid
Building Skid Loading Rolls:	Skid loading rolls both ends
Building Roof Fold Down Handrail:	Handrails w/ kick plate around perimeter
Building Walkways:	Fold-down walkways on one side
Building Wall Panels:	Straight steel wall panels
Building Cable Arm:	Swing out exterior cable arm
Building Access Doors:	1 double & 2 single access doors
Building Roof Access:	Roof access ladder one end
Building Plug Board Access:	Exterior access door to plug board
Fuel Tank Capacity:	19,500 liters
Fuel Tank Serial #:	V2001
Fuel Tank TC Spec #:	TC44
Fuel Tank TCRN #:	25-0853
Fuel Tank Certification Date:	June 2011
Fuel Level Indicator:	Level indicator on tank exterior
Generator Room Electrical:	Plug board access, electrical function panels
Generator Room Lights:	3-48" dual led interior lights
Generator Room Fuel Tank:	Diesel fuel day tank
Generator Room Roof Hatch:	Fresh air roof hatch
Generator Engine Manufacturer:	Cummins
Generator Engine Model:	QSX15-G9
Generator Engine Displacement:	15 liters
Generator Engine #:	79476629
Generator Engine Family #:	ACEXL060.AAD
Generator Engine Reference #:	A034D657
Generator Engine Mount:	Independent skid, bolt lugged to floor
Generator Engine Radiator:	Integrally mounted to engine
Generator Engine Exhaust:	Single vertical exhaust
Generator Engine Battery Box:	Mounted adjacent to engine
Engine Generator Manufacturer:	Cummins
Engine Generator Model:	DFEK-A040B390

Engine Generator Serial #:	E110213057
Accumulator Manufacturer:	Mustang
Accumulator Serial #:	V24471
Accumulator Type:	5 station
Accumulator Back Up:	4-15 gallon back-up bottles
Accumulator Capacity:	8 x 11 US gal
Accumulator Pump MFR:	Weatherford
Accumulator Pump Type:	Triplex
Accumulator Pump Model:	T1-32m
Accumulator Pump DOM:	June 2011
Transformer Manufacturer:	Bemag
Transformer Model #:	UA3015P480
Air Compressor MFR:	Sullair
Air Compressor Model #:	ST1109AC
Air Compressor Serial #:	C03CC22329
Air Compressor Mount:	Horizontally mounted on 80 gal air receiver
Tool Room Lights:	2-48" dual fluorescent interior lights
Tool Room Heater MFR:	Ruffneck
Tool Room Heater Model:	FX5-480360-200-WT
Tool Room Heater Serial #:	RH162911
Oil Storage Tanks:	4-rectangular fluid storage tanks on stand
Oil Storage Tank Capacity:	45 gallon tanks
Oil Storage Tank Contents:	Anti -freeze, hydraulic oil, gear oil and 1540
Tool Room Bolt Bin:	Single door, upright multi compartment bins
Tool Room Storage Cabinet:	3 door upright parts storage cabinet
Tool Room Storage Cupboard:	2 door wall mounted parts cupboard
Tool Room Work Bench:	Steel work bench w/ Record #8 bench vise

2.5 Mud Pump Building

One skidded building that houses the F-1000 mud pump, Cummins diesel engine, drive assembly, suction/discharge lines, instrumentation gauges and wash gun pump as follows:

Building Skid:	3 runner wide flange beam skid
Building Skid Loading Rolls:	Skid loading rolls both ends
Building Walls:	Steel straight panel walls
Building Roof Access:	Roof access ladder on one end
Building Roof Fold Down Handrail:	Handrail w/ kick plate around perimeter
Building Access Doors:	3-single, 3-double access doors

Building Fold Down Walkways:	Walkways around 3 sides
Building Interior Lights:	5-48" dual fluorescent interior lights
Building Storage Cabinet:	2 door upright parts storage cabinet
Building Fuel Tank:	Vertical cylindrical diesel fuel day tank
Building Air Receiver:	Vertical cylindrical air receiver
Building Heater MFR:	Ruffneck
Building Heater Serial #:	RH116778
Liner Rack Table:	Steel rack, holds 6 liners
Shaker Screen Rack:	Complete with shaker screens
Building Storage Cupboard:	Corner wall mounted single door cupboard
Building Work Bench:	Steel bench with 2 door parts storage cabinet
Wash Gun Pump Manufacturer:	Cat Pump
Wash Gun Pump Model:	310
Wash Gun Pump Type:	Triplex
Wash Gun Pump Mount:	Mounted on independent skid
Wash Gun Hose Reel & Wand:	Complete with hose, hose reel and wand
Liner Wash Pump Manufacturer:	Jacuzzi
Liner Wash Pump Drive:	Direct coupled to electric motor
Liner Wash Pump Motor MFR:	Baldor Electric
Mud Pump Engine Manufacturer:	Cummins
Mud Pump Engine Serial #:	321645
Mud Pump Engine Exhaust:	Single vertical exhaust
Mud Pump Engine Horsepower:	980
Mud Pump Engine Transmission:	Rouse
Mud Pump Engine Drive:	Belt driven into mud pump
Mud Pump Engine Mount:	Cross mounted into pump
Mud Pump Engine Anchor:	Independent skid, bolt lugged to floor
Mud Pump Engine Radiator:	Integrally mounted to engine
Mud Pump Model:	F-1000
Mud Pump Type:	Triplex
Mud Pump Stroke Length:	10"
Mud Pump Rated Input Power:	1000 Hp
Mud Pump Maximum Strokes/Min:	140
Mud Pump Gear Ratio:	4.207 to 1
Pulsation Dampener:	20 gallon
Pressure Gauge Manufacturer:	Control Drilling
Pressure Gauge Type:	"D"

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Pressure Gauge Rating:	0-42,000 Kpa
Pressure Gauge Serial #:	43334
2" Gate Valve Manufacturer:	Oteco
4" Gate Valve Manufacturer:	Oteco
Shear Relief Valve Manufacturer:	Oteco

2.6 Water Tank/Doghouse

Water tank and Doghouse are manufactured for unison use. The doghouse houses the rig instrumentation and control center. The doghouse scopes into the water tank during rig moves. The water tank is manufactured with a separate pump and crew change rooms.

Water Tank Skid:	3 runner wide flange beam skid
Water Tank Loading Rolls:	Skid loading rolls both ends
Water Tank Access Ladder:	Access ladders on one side
Water Tank Access Stairs:	Fold down access stairs one side
Water Tank Fold Down Handrail:	Handrail w/ kick plate around perimeter
Water Tank Dump Gate:	Single dump gate
Change Shack Access:	Single access door
Change Shack Lights:	1-48" dual fluorescent interior lights
Change Shack Bench:	Steel sit bench
Change Shack Lockers:	16-mesh steel crew lockers
Change Shack Heater MFR:	Ruffneck
Change Shack Heater Model:	FX5-480360-200-WT
Change Shack Heater Serial #:	RH162909
Change Shack Amenities:	Mini-fridge, microwave
Change Shack Contents:	19-Square halogen exterior lights
Pump Room Access:	Single access door
Pump Room:	Unable to access at time of inspection
Doghouse Type:	Slide out style doghouse
Doghouse Raising System:	Sling line/cable raised
Doghouse Roof Access:	Roof access ladder
Doghouse Fold Down Handrail:	Handrail w/ kick plate around roof perimeter
Doghouse Stairs:	Removable stairs into doghouse from tank
Doghouse Access Doors:	2-single access doors with windows
Doghouse Interior Lights:	3-48" dual fluorescent interior lights
Doghouse Storage Bench:	Steel storage bench
Doghouse Knowledge Box:	Dual knowledge boxes w/ 2 door cabinet
Doghouse Parts Storage Cabinet:	2 door upright parts storage cabinet
Doghouse Lockers:	4-steel crew lockers

Doghouse Heater #1 MFR	Ruffneck
Doghouse Heater #1 Model:	FX5-480360-200-WT
Doghouse Heater #1 Serial #:	RH162912
Doghouse Heater #2 MFR:	Ruffneck
Doghouse Windows:	8 full view safety glass windows
Doghouse Electrical:	Electrical control panels
Doghouse Control Console:	Mustang control console
Doghouse Tool Storage Board:	Tool wall pegs to store/hold tools
Doghouse Safety:	Lockout box, earplug dispenser, eyewash

2.7 Mud Tank

The single mud tank consists of a skidded sloped bottom, 5 compartment tank, with grated tank top, King Cobra shale shaker, dual agitators, degasser and mud mix room.

Mud Tank Skid:	3 runner wide flange beam skid
Mud Tank Loading Rolls:	Skid loading rolls both ends
Mud Tank Type:	Slope bottom tank
Mud Tank Configuration:	5 compartment mud tank
Mud Tank Dump Gates:	5 dump gates
Mud Tank Top:	Grated steel tank top
Mud Tank Roof:	Fold down roof over tank
Mud Tank Access Stairs:	Fold down stairs shack side & shaker end
Mud Tank Degasser:	36" degasser
Shale Shaker Manufacturer:	King Cobra
Shale Shaker Serial #:	11150-0038
Mud Tank Agitators:	2-vertical agitators
Mud Tank Chemical Barrel:	Chemical mixing barrel on tank top
Mud Tank Mix Shack:	Integrally mounted to tank
Mix Shack Access:	Double access door
Mix Shack Lights:	2-48" dual fluorescent interior lights
Mix Shack Manifold:	Manifold with 9 butterfly valves
Mix Shack Mud Hopper:	Venturi style mud hopper
Mix Shack Pumps:	3 vertically mounted centrifugal pumps
Mix Shack Pump Size:	5 x 6 x 11
Mix Shack Screen Box:	Complete with suction screen box
Mix Shack Cabinets:	2-single door wall mounted storage cabinets
Mix Shack Heater MFR:	Ruffneck steam heater
Mix Shack Amenities:	Paper towel dispenser

Mix Shack Safety:	Eye wash station
-------------------	------------------

2.8 Catwalk/Manifold Shack

One hydraulically actuated skate catwalk complete with fabricated steel building to accommodate the hydraulic skate controls and vertically mounted choke & kill manifold.

Catwalk Construction:	Square tubing frame
Catwalk Loading Rolls:	Loading rolls both ends
Catwalk Swing Arms:	4-swing out pipe arms
Catwalk Skate:	Hydraulically actuated skate catwalk
Catwalk Stairs:	3-removable stairways
Manifold Shack:	Integrally mounted to catwalk
Manifold Shack Access:	1 double door, 1 single door
Manifold Shack Windows:	2-windows, 1-with safety bars
Manifold Shack Walls:	Straight steel panelled walls
Manifold Shack Interior Walls:	Insulated steel panelled interior walls
Manifold Shack Heater MFR:	Ruffneck
Manifold Shack Heater Model:	FX412-480360-10
Manifold Shack Interior Lights:	2-48" dual fluorescent interior lights
Manifold Shack Controls:	Hydraulic lever panels
Manifold Size:	3 x 2 choke & kill manifold
Manifold Valve Type:	Gate valve, NACE trim
Manifold Mount:	Vertically mounted
Manifold Blind Flanges:	2-2 1/16"
Manifold Weld Neck Flange:	1- 3 1/8" 3000
Manifold Companion Flanges:	2 1/16 - 5000 x 2" LP
Manifold Companion Flanges Serial #:	72098-1/72098-2

2.9 Boiler Building

One skidded oilfield building that accommodates the Saskatoon boiler and self-contained diesel fuel tank.

Building Skid:	3 runner wide flange beam skid
Building Loading Rolls:	Skid Loading rolls both ends
Building Fold Down Handrail:	Handrail w/ kick plate around perimeter
Building Dump Gate:	1-dump gate
Building Wall Panels:	Straight steel wall panels
Building Roof Access:	Roof access ladder on one end
Building Interior Lights:	4-48" dual fluorescent interior lights
Building Exterior Lights:	3-Square halogen exterior lights
Building Access Doors:	1-single door, 1-double door

Building Storage Cabinet:	2 door upright parts storage cabinet
Building Electrical:	Electrical control switches
Building Fuel Tank:	Integrally mounted diesel fuel tank
Building Fuel Level Indicator:	Fuel level sight gauge w/ mesh guard
Building Heater Manufacturer:	Ruffneck
Building Heater Model#:	FX5-480360-200-WT
Building Fire Safety:	1-20 pound fire extinguisher
Building Safety:	Eyewash station
Boiler Manufacturer:	Saskatoon Boiler
Boiler Serial #:	4533
Boiler Type:	Firetube
Boiler Licence #:	00019026
Boiler Certification:	Technical Safety Authority of Sask.

2.10 Miscellaneous Equipment Assets

Miscellaneous equipment components and complimentary assets are as follows:

2.10.1 Rig Matting:	14 steel/wood constructed mats
2.10.2 Pipe Rack	
2.10.3 Pipe Tubs:	8 steel constructed pipe tubs
2.10.4 Drill Pipe Racks	4-36' triangular racks
2.10.5 Drill Pipe:	Approximately 300-4", NC40 range II
2.10.6 Heavy Weight Drill Pipe:	Approximately 80-4" HWDP
2.10.7 Drill Collars:	Approximately 12-6 ½" diameter
2.10.8 Front End Loader	
– Loader Manufacturer:	Komatsu
– Loader Model:	WA200PZ-6
– Loader Serial #:	K0684
2.10.9 Water Truck	
– Water Truck Manufacturer:	Western Star
– Water Truck Date of Manufacture:	2012
– Water Truck Model #:	4900FA
– Water Truck Engine:	Detroit DD15
– Water Truck Serial #:	5KKHAEDRXCPBF4844
– Water Truck Front Tire Size:	385/65R22.5
– Water Truck Rear Tire Size:	11R24.5
– Water Tank Mount:	Elliptical tank mounted to truck
2.10.10 Water Truck Trailer	

2.10.11 Flock Tank	2-50m ³
2.10.12 Shale Tank	10' x 40'
2.10.13 Flare Tank	9m ³
2.10.14 Counterweight	
2.10.15 Rig Manager's Trailer	

Selected Photographs



2.1 Mast



2.2 Substructure



2.3 Drawworks



2.4 Combination Building



2.5 Mud Pump Building



2.6 Water Tank and Dog house



2.7 Mud Tank



2.8 Catwalk and Manifold Shack



2.9 Boiler Building



2.10.1 Rig Mats



2.10.1 Rig Mats



2.10.2 Pipe Rack



2.10.3 Pipe Tub VD2-222A



2.10.3 Pipe Tub VD2-222B



2.10.3 Pipe Tub VD2-222C



2.10.3 Pipe Tub VD2-222D



2.10.3 Pipe Tub VD2-222E



2.10.3 Pipe Tub VD2-222F



2.10.3 Pipe Tub VD2-222G



2.10.3 Pipe Tub VD2-222H



2.10.8 Front End Loader



2.10.8 Loader Bucket



2.10.9 Water Truck



2.10.10 Water Truck Trailer



2.10.11 Flock Tank



2.10.12 Shale Tank



2.10.13 Flare Tank



2.10.14 Counterweight



2.10.15 Rig Manager's Trailer

Parcel 3 – Vortex Rig 3

3 Rig 3

One complete modular drilling rig package with major equipment asset components, as follows:

3.1 Mast

One telescopic double mast, steel constructed, complete with plumbed electrical and hydraulic components, 4 sheave crown with fast line and monkey board.

Mast Design:	R.A. Hodgson Industrial Engineering
Mast Model #:	MT104-9.5-400E
Mast Date of Manufacture:	October 2013
Mast Type:	Telescoping Double
Mast Serial #:	QF-2815-13-82
Mast Height:	106' / 32.3m
Mast Base Width:	9'6" / 2.90m
Maximum Static Hook Load:	422,400 lbs / 188,000 daN (8 lines)
Mast Monkey Board:	Integrally mounted
Mast Raising Cylinders:	Dual, multi stage hydraulic cylinders
Mast Ladder:	Integrally mounted to mast
Mast Stand Pipe:	Integrally mounted
Mast Tugger Winch Manufacturer:	Dual Pullmaster winches
Mast Tugger Winch Model #:	PL8
Block & Hook Manufacturer:	McKinney Machine
Block & Hook Model:	Arctic T250
Block & Hook Static Load Capacity:	250 Ton
Block Serial #:	41332-2
Hook Serial #:	40902
Block & Hook Inspection:	Nortech Advanced NDT
Block & Hook Inspection File #:	M-156438
Block & Hook Inspection:	T & T Inspections
Block & Hook Inspection Report #:	42652
Block & Hook Inspection:	Iris NDT
Block & Hook Inspection Report #:	CG34-UT15
Load Test Report:	Alco
Load Test Work Order #:	28215/34835
Block & Hook Certification:	Johansson Engineering Ltd.

Block & Hook Certification Date:	October 8, 2013
Rotary Swivel Manufacturer:	McKinney Machine
Rotary Swivel Model #:	Arctic T-200
Rotary Swivel Serial #:	40951
Rotary Swivel Capacity:	200 Ton
Rotary Swivel Inspection:	T&T Inspections
Rotary Swivel Inspection Report#:	43631
Rotary Swivel Engineering File #:	140421652
Rotary Swivel Certification:	T&T Inspections
Rotary Swivel Certification Date:	April 7, 2014
Rotary Tong Model:	AAX
Rotary Tong Serial #:	IM0007-IM0008
Rotary Tong Type:	Manual
Rotary Tong Jaws:	16 lug jaws
Rotary Tong Inspection:	Nortech Advanced NDT
Rotary Tong Inspection Stamp/Report#:	M-151150
Rotary Tong Certification:	Nortech Advanced NDT
Rotary Tong Certification Date:	May 16, 2013
Rotary Tong Engineering File #:	E-31734
Rotary Tong Load Test #:	LTT-0513-48001-2016
Rotary Tong Rated Capacity:	55,000 ft lbs
Elevator Bail Link Size:	2 ¼" x 96"
Elevator Bail Link Identification #:	M-148596
Elevator Bail Link Capacity:	250 Ton
Elevator Bail Link Inspection:	Nortech Advanced NDT
Elevator Bail Link Engineering File #:	E-31568
Elevator Bail Link Certification:	Nortech Advanced NDT
Elevator Bail Link Certification File #:	E-31568
Elevator Bail Link Certification Date:	March 28, 2013
Drill Pipe Elevator Manufacturer:	Mud King
Drill Pipe Elevator Size:	To accommodate 4" drill pipe
Drill Pipe Elevator Rating:	175 Ton
Drill Pipe Elevator Serial #:	40905
Drill Pipe Elevator Work Order #:	ICE-04219
Drill Pipe Elevator Certification:	Icon Energy Services
Drill Pipe Elevator Certification Date:	November 24, 2014

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

3.2 Substructure

One step-down substructure to accommodate the above mast, complete with loading beams, drawworks carrier deck, rotary beams, drawworks master skid, working floor and BOP cellar area.

Substructure Model:	Hodgson ST14-14.2-400G
Substructure Serial #:	QF-2814-13-87
Substructure Date of Manufacture:	October 2013
Substructure Type:	Step Down
Substructure Floor Height:	14'
Substructure Max Static Rotary Capacity:	400,000 lbs
Substructure Setback Capacity:	350,000 lbs
Substructure Certification:	R.A. Hodgson Industrial Engineering
Substructure Certification File #:	5670-S
Substructure Certification Date:	2013
Substructure Walls:	Steel crossed crimped panels
Substructure Lights:	2-48" LED exterior lights
Substructure BOP Handling:	Integral BOP lift system
Substructure Heaters:	Dual Ruffneck steam heaters
Rotary Table:	Mounted at well center
Rotary Table Size:	17 ½" x 44"
Rotary Table Drive:	Elevated chain drive from drawworks
Annular BOP Manufacturer:	Shenkai Petroleum
Annular BOP Model:	Shenkai Spherical Annular
Annular BOP Size:	9"
Annular BOP Pressure Rating:	3000 psi
Annular BOP Litres to Open:	19.03
Annular BOP Litres to Close:	27.36
Annular BOP Serial #:	101
Annular BOP Job#:	71637
Annular BOP Trim:	NACE
Annular BOP Certification:	Alberta Petroleum Industries
Annular BOP Certification Date:	December 2, 2015
Annular BOP Certification Renewal:	November 30, 2019
Blind Ram Manufacturer:	Shenkai Petroleum
Blind Ram Size:	9"
Blind Ram Pressure Rating:	3000 psi
Blind Ram Litres to Open:	2.57
Blind Ram Litres to Close:	2.91

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Blind Ram Model:	LWP
Blind Ram Serial #:	212
Blind Ram Job #:	71639
Blind Ram Trim:	NACE
Blind Ram Certification:	Alberta Petroleum Industries
Blind Ram Certification Date:	December 10, 2015
Blind Ram Certification Renewal:	November 30, 2019
Pipe Ram Manufacturer:	Shenkai Petroleum
Pipe Ram Size:	9"
Pipe Ram Pressure Rating:	3000 psi
Pipe Ram Litres to Open:	2.57
Pipe Ram Litres to Close:	2.91
Pipe Ram Model:	LWP
Pipe Ram Serial #:	190
Pipe Ram Job #:	71638
Pipe Ram Trim:	NACE
Pipe Ram Certification:	Alberta Petroleum Industries
Pipe Ram Certification Date:	December 2, 2015
Pipe Ram Certification Renewal:	November 30, 2019
Working Spool Manufacturer:	Alberta Petroleum Industries
Working Spool Flange Size:	9' 3000
Working Spool #1 Outlet Size:	3 1/8" 3000
Working Spool #2 Outlet Size:	2 1/16" 5000
Working Spool Overall Length:	17"
Working Spool Serial #:	64054-03
Working Spool Job #:	71643
Working Spool Pressure Rating:	3000
Working Spool Trim:	NACE
Working Spool Certification:	Alberta Petroleum Industries
Working Spool Certification Date:	December 17, 2016
Working Spool Certification Renewal:	November 30, 2019
Change Over Spool Manufacturer:	Alberta Petroleum Industries
Change Over Spool Upper Flange:	11" 3000/2000
Change Over Spool Lower Flange:	9" 3000
Change Over Spool Outlet Size:	Dual 2 1/16" 5000# @ 180 degree
Change Over Spool Overall Length:	16"
Change Over Spool Serial #:	64054-08

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Change Over Spool Job #:	71641
Change Over Spool Trim:	NACE
Change Over Spool Certification:	Alberta Petroleum Industries
Change Over Spool Certification Date:	December 16, 2016
Change Over Spool Certification Renewal:	November 30, 2019
#1 HCR Valve Manufacturer:	KBV
#1 HCR Valve Size:	3 1/8"
#1 HCR Valve Pressure Rating:	3000 psi
#1 HCR Valve Serial #:	014143057
#1 HCR Valve Type:	Gate valve
#1 HCR Valve Trim:	NACE
#1 HCR Valve Certification:	Alberta Petroleum Industries
#1 HCR Valve Certification Date:	October 3, 2016
#2 HCR Valve Manufacturer:	KBV
#2 HCR Valve Size:	2 1/6"
#2 HCR Valve Pressure Rating:	5000 psi
#2 HCR Valve Serial #:	L1212207/L1212156/L1212098/L1212081
#2 HCR Valve Type:	Gate valve
#2 HCR Valve Trim:	NACE
#2 HCR Valve Certification:	Alberta Petroleum Industries
#2 HCR Valve Certification Date:	January 1, 2014

3.3 Drawworks

One drawworks master skid complete with one Ratmaster 750 drawworks, Cummins drive engine, elevated chain case drive, hydraulic survey line winch, glycol and hydraulic tanks as follows:

Drawworks Manufacturer:	Revolution Equipment
Drawworks Model #:	REM-850
Drawworks Serial #:	850-2484018
Drawworks Date of Manufacture:	October 2013
Drawworks Wire Line Anchor:	On off-drillers side
Drawworks Horsepower Rating:	850
Drawworks Brake Flange Size:	46" x 10"
Drawworks Auxiliary Brake:	Eaton 236WCBD
Drawworks Drive:	Input to right angle gear box
Drawworks Skid:	To accommodate drawworks and engine
Drawworks Fold-Down Handrail:	Handrail w/kick plate around perimeter
Drawworks Skid Mast Rack:	Located at front of drawworks skid

Drawworks Lights:	4-48" LED lights
Drawworks Engine Manufacturer:	Cummins
Drawworks Engine Model:	QSX19
Drawworks Engine Serial #:	37239189
Drawworks Engine Horsepower:	780
Drawworks Engine Fuel Type:	Diesel
Drawworks Engine Radiator:	Integrally mounted to engine
Drawworks Engine Exhaust:	Single exhaust directed to front of skid
Drawworks Engine Battery Box:	Mounted adjacent to engine
Drawworks Engine Transmission MFR:	Allison
Drawworks Engine Transmission Serial #:	3110117961
Drilling Line Spool:	Mounted on drawworks master skid
Drilling Line Size:	1-1/8"
Survey Line Winch Manufacturer:	Grayco
Survey Line Winch Model #:	FW-12-20-1
Survey Line Winch Serial #:	GML-0338-GSL-R093
Survey Line Winch:	Post mounted near drawworks drum
Survey Line Winch Type:	Hydraulically actuated
Survey Line Winch Size:	.092" Wire
Hydraulic Oil Tank Configuration:	Rectangular steel tank
Hydraulic Oil Tank Plumbing:	To 3 stage hydraulic pump
Hydraulic Oil Tank Cooler:	Remote oil cooler rad
Hydraulic Oil Tank Cooler Rad Drive:	Direct driven by electric motor
Cooler Rad Drive Motor Horsepower:	10
Cooler Rad Drive Motor Cat #:	NIPZ1511C-4
Drill Floor Access Stairs:	From drawworks floor to drill floor
Mud Tank Access Platform:	From drawworks skid to mud tank
Ground Level Access Stairs:	From drawworks skid to ground level

3.4 Combination Building

One skidded combination building compartmentalized to accommodate the Cummins diesel engine/generator, electrical controls, fuel tank, accumulator, and tool room.

Building Skid:	3 runner wide flange beam skid
Building Skid Loading Rolls:	Skid loading rolls both ends
Building Roof Fold Down Handrail:	Handrails w/ kick plate around perimeter
Building Walkways:	Fold-down walkways on one side
Building Wall Panels:	Straight steel wall panels
Building Cable Arm:	Swing out exterior cable arm
Building Access Doors:	1 double louvered & 2 single access doors
Building Roof Access:	Roof access ladder one end
Building Plug Board Access:	Exterior access door to plug board
Building Exterior Lights:	7-square halogen exterior lights
Fuel Tank Manufacturer:	Thunder & Lightning
Fuel Tank Capacity:	19,500 liters
Fuel Tank Serial #:	TW21149
Fuel Tank TC Spec #:	TC44
Fuel Tank Date of Manufacture #:	February 2014
Fuel Tank Certification Date:	August 2014
Fuel Level Indicator:	Level indicator on tank exterior
Generator Room Electrical:	Plug board access, electrical function panels
Generator Room Lights:	4-48" LED interior lights
Generator Room Fire Safety:	1-40 pound fire extinguisher
Generator Room Safety:	Emergency stretcher
Generator Room Fuel Tank:	Diesel fuel day tank
Generator Room Roof Hatch:	Fresh air roof hatch
Generator Engine Manufacturer:	Cummins
Generator Engine Model:	QSX15-G9
Generator Engine Displacement:	15 liters
Generator Engine #:	79608131
Generator Engine Family #:	ACEXL060.AAD
Generator Engine Reference #:	A034D657
Generator Engine Mount:	Independent skid, bolt lugged to floor
Generator Engine Radiator:	Integrally mounted to engine
Generator Engine Exhaust:	Single vertical exhaust
Generator Engine Battery Box:	Mounted adjacent to engine
Engine Generator Model:	DFEK-A043T573

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Engine Generator Serial #:	E110213057
Accumulator Serial #:	4855
Accumulator Type:	5 station
Accumulator Back Up:	4-15 gallon back-up bottles
Accumulator Capacity:	8 x 11 Us gal
Accumulator Pump MFR:	Weatherford
Accumulator Pump Type:	Triplex
Accumulator Pump Model:	T1-32
Accumulator Pump Motor Manufacturer:	Baldor
Accumulator Pump Motor Serial #:	1207010005
Transformer Manufacturer:	Hammond Power
Transformer Part #:	NMK075KB
Air Compressor MFR:	Ingersol Rand
Air Compressor Serial #'s:	CBV257478/CBV257270
Air Compressor Mount:	Horizontally mounted on 60 gal air receiver
Tool Room Lights:	2-48" dual LED interior lights
Tool Room Heater MFR:	Ruffneck
Tool Room Heater Model:	FX5-480360-50-WT
Tool Room Heater Serial #:	RH190866
Oil Storage Tanks:	4-rectangular fluid storage tanks on stand
Oil Storage Tank Capacity:	45 gallon tanks
Oil Storage Tank Contents:	Motor oil, hydraulic oil, & gear oil
Tool Room Bolt Bin:	Single door, upright multi compartment bins
Tool Room Storage Cabinet:	3 door upright parts storage cabinet
Tool Room Storage Cupboard:	2 door wall mounted parts cupboard
Tool Room Work Bench:	Steel work bench w/ bench vise
Tool Room Tool Storage Pegs:	Wall mounted tool storage pegs
Tool Room Amenities:	Paper towel dispenser
Tool Room Fire Safety:	1-40 pound fire extinguisher

3.5 Mud Pump

3.5A Mud Pump Building #1

Two skidded buildings that houses the F-1000 mud pump, Cummins diesel engine, drive assembly, suction/discharge lines, instrumentation gauges and wash gun pump as follows:

Building Skid:	3 runner wide flange beam skid
Building Skid Loading Rolls:	Skid loading rolls both ends
Building Walls:	Steel straight panel walls
Building Roof Access:	Roof access ladder on one end

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Building Roof Fold Down Handrail:	Handrail w/ kick plate around perimeter
Building Access Doors:	3-single access
Building Louvered Door:	1 Louvered door on rad end
Building Fold Down Walkways:	Walkways around 2 sides
Building Interior Lights:	4-48" LED interior lights
Building Exterior Lights:	4-square halogen exterior lights
Building Storage Cabinet:	Corner mounted single door cabinet
Building Fuel Tank:	Vertical cylindrical diesel fuel day tank
Building Air Receiver:	Vertical cylindrical air receiver
Building Fire Safety:	1-20 pound fire extinguisher
Building Safety:	Eyewash station
Mud Pump Engine Radiator:	Remote radiator
Mud Pump Engine Radiator MFR:	Cummins
Mud Pump Engine Radiator Mount:	Independent skid
Mud Pump Engine Radiator Drive:	Electric motor
Mud Pump Engine Radiator Motor MFR:	CE
Mud Pump Engine Radiator Motor Model:	MCC-48V
Mud Pump Engine Radiator Motor Serial #:	45668
Mud Pump Engine Radiator Motor Design:	"C"
Mud Pump Engine Radiator Motor Code:	"G"
Mud Pump Engine Radiator Motor HP:	25
Mud Pump Engine Radiator Motor Type:	TEFC
Mud Pump Engine Manufacturer:	Cummins
Mud Pump Engine Serial #:	323272
Mud Pump Engine Exhaust:	Single vertical exhaust
Mud Pump Engine Horsepower:	950
Mud Pump Engine Transmission:	Rouse
Mud Pump Engine Transmission Serial #:	1338
Mud Pump Engine Drive:	Belt driven into mud pump
Mud Pump Engine Mount:	Independent skid, bolt lugged to floor
Mud Pump Engine Adjustment:	Turnbuckle style adjustment sliders
Mud Pump Model:	F-1300
Mud Pump Type:	Triplex
Mud Pump Serial #:	11015C
Pulsation Dampener:	20 gallon
Pressure Gauge:	Could not read tag at time of inspection
2" Gate Valve Manufacturer:	Oteco

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

2" Gate Valve Serial #:	108597
4" Gate Valve Manufacturer:	Oteco
Shear Relief Valve Manufacturer:	Oteco
Wash Gun Pump Manufacturer:	Cat Pumps
Wash Gun Pump Model:	550
Wash Gun Pump Type:	Triplex
Wash Gun Pump Drive:	Belt driven to electric motor
Wash Gun Pump Assembly Mount:	Steel wall mounted shelf
Wash Gun Pump Hose Reel & Wand:	Complete with hose, hose reel & wand
Lubricator Pump Manufacturer:	Tuthill
Lubricator Pump Serial #:	CC110P917CV
Lubricator Pump Drive:	Direct coupled to electric motor
Lubricator Pump Motor Manufacturer:	Baldor
Lubricator Pump Motor Cat#:	M3558
Lubricator Pump Motor Spec #:	35H1876F8059
Lubricator Pump Motor Horsepower:	2
Lubricator Pump Motor Voltage:	230/460
Lubricator Pump Motor Amperage:	6.5/6.3
Lubricator Pump Motor RPM:	1725
Liner Wash Pump Manufacturer:	Franklin
Liner Wash Pump Drive:	Direct coupled to electric motor

3.5B Mud Pump Building #2

Building Skid:	3 runner wide flange beam skid
Building Skid Loading Rolls:	Skid loading rolls both ends
Building Walls:	Steel straight panel walls
Building Roof Access:	Roof access ladder on one end
Building Roof Fold Down Handrail:	Handrail w/ kick plate around perimeter
Building Access Doors:	3-single access
Building Louvered Door:	1 Louvered door on rad end
Building Fold Down Walkways:	Walkways around 2 sides
Building Interior Lights:	4-48" LED interior lights
Building Fire Safety:	1-20 pound fire extinguisher
Building Storage Cupboard:	3 door parts storage cupboard
Building Work Bench:	Steel work bench w/bench vise
Building Heater #1 Manufacturer:	Ruffneck
Building Heater #1 Model:	FRI24

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Building Heater #2 Manufacturer:	Ruffneck
Building Heater #2 Model:	FRI24
Building Transformer Manufacturer:	Hammond Power
Building Fuel Tank:	Vertical cylindrical diesel fuel day tank
Building Air Receiver:	Vertical cylindrical air receiver
Mud Pump Engine Radiator:	Remote radiator
Mud Pump Engine Radiator Mount:	Independent skid
Mud Pump Engine Radiator Drive:	Electric motor
Mud Pump Engine Radiator Motor MFR:	Leeson
Mud Pump Engine Radiator Motor Cat #:	G150003.00
Mud Pump Engine Radiator Motor Model:	C324T11FB5D
Mud Pump Engine Radiator Motor Frame #:	324T
Mud Pump Engine Radiator Motor Serial #:	110007
Mud Pump Engine Radiator Motor Design:	"B"
Mud Pump Engine Radiator Motor Type:	TEFC
Mud Pump Engine Radiator Motor Volts:	190/300
Mud Pump Engine Radiator Motor Amps:	63/31.5
Mud Pump Engine Manufacturer:	Cummins
Mud Pump Engine Serial #:	325666
Mud Pump Engine Exhaust:	Single vertical exhaust
Mud Pump Engine Horsepower:	950
Mud Pump Engine Transmission:	Rouse
Mud Pump Engine Transmission Serial #:	1337
Mud Pump Engine Drive:	Belt driven into mud pump
Mud Pump Engine Mount:	Independent skid, bolt lugged to floor
Mud Pump Engine Adjustment:	Turnbuckle style adjustment sliders
Mud Pump Model:	F-1300
Mud Pump Type:	Triplex
Mud Pump Serial #:	11014C
Pulsation Dampener:	20 gallon
2" Gate Valve Manufacturer:	Oteco
4" Gate Valve Manufacturer:	Oteco
Shear Relief Valve Manufacturer:	Oteco
Liner Wash Pump Manufacturer:	Jacuzzi
Liner Wash Pump Drive:	Direct coupled to electric motor
Liner Wash Pump Motor MFR:	Marathon
Liner Wash Pump Motor Model:	15KC33MN2502BX
Liner Wash Pump Motor RPM:	3450
Liner Wash Pump Motor Code:	"M"

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

3.6 Water Tank/Doghouse

Water tank and Doghouse are manufactured for unison use. The doghouse houses the rig instrumentation and control center. The doghouse scopes into the water tank during rig moves. The water tank is manufactured with a separate pump and crew change rooms.

Water Tank Skid:	3 runner wide flange beam skid
Water Tank Loading Rolls:	Skid loading rolls both ends
Water Tank Access Ladder:	Access ladders on tank side
Water Tank Access Stairs:	Fold down access stairs one side
Water Tank Fold Down Handrail:	Handrail w/ kick plate around perimeter
Water Tank Dump Gate:	Single dump gate
Change Shack Access:	Single access door
Change Shack Lights:	2-48" LED interior lights
Change Shack Interior Panels:	Insulated interior wall panels
Change Shack Bench:	Steel sit bench
Change Shack Lockers:	16-mesh steel crew lockers
Change Shack Heater MFR:	Ruffneck
Change Shack Heater Model:	FX5-480360-150-WT
Change Shack Heater Serial #:	RH167198
Change Shack Amenities:	Mini-fridge, paper towel dispenser
Change Shack Safety:	Eyewash station, ear plug dispenser
Pump Room Access:	Single access door
Pump Room Interior Lights:	1-48" LED interior light
Pump Room Transformer MFR:	Hammond
Pump Room Transformer Serial #:	CB551876
Pump Room Transformer Part#:	C3F009KBS
Pump Room Heater Manufacturer:	Ruffneck
Pump Room Heater Model:	FX5-480360-100-WT
Pump Room Heater Serial #:	RH179282
Wash Gun Pump Manufacturer:	Cat Pumps
Wash Gun Pump Model:	Cat 550
Wash Gun Pump Mount:	Mounted on independent skid
Wash Gun Pump Hose Reel & Wand:	Complete with hose, reel & wash wand
Wash Gun Pump Drive:	Driven by an electric motor
Wash Gun Pump Motor MFR:	Optimum
Water Pumps:	Dual water pumps
Water Pump Drive:	Dual pumps driven by electric motors
Doghouse Type:	Slide out style doghouse

Doghouse Raising System:	Sling line/cable raised
Doghouse Roof Access:	Roof access ladder
Doghouse Fold Down Handrail:	Handrail w/ kick plate around roof perimeter
Doghouse Stairs:	Removable stairs into doghouse from tank
Doghouse Access Doors:	2-single access doors with windows
Doghouse Interior Lights:	3-48" LED interior lights
Doghouse Exterior Lights:	4-square halogen exterior lights
Doghouse Storage Bench:	Steel storage bench
Doghouse Knowledge Box:	Dual knowledge boxes w/2 door cabinet
Doghouse Parts Storage Cabinet:	3 door upright parts storage cabinet
Doghouse Lockers:	4-steel crew lockers
Doghouse Heater #1 MFR	Ruffneck
Doghouse Heater #1 Model:	FX5-480360-200-WT
Doghouse Heater #1 Serial #:	RH179274
Doghouse Heater #2 MFR:	Ruffneck
Doghouse Windows:	7 full view safety glass windows
Doghouse Electrical:	Electrical control panels
Doghouse Control Console:	Mustang control console
Doghouse Tool Storage Board:	Tool wall pegs to store/hold tools
Doghouse Safety:	Lockout box, earplug dispenser, eyewash
Doghouse Amenities:	Paper towel dispenser
Doghouse Fire Safety:	1-20 pound fire extinguisher

3.7 Mud Tank

The single mud tank consists of a skidded sloped bottom, 5 compartment tank, with grated tank top, King Cobra shale shaker, dual agitators, degasser and mud mix room.

Mud Tank Skid:	3 runner wide flange beam skid
Mud Tank Loading Rolls:	Skid loading rolls both ends
Mud Tank Type:	Slope bottom tank
Mud Tank Configuration:	5 compartment mud tank
Mud Tank Dump Gates:	5 dump gates
Mud Tank Top:	Grated steel tank top
Mud Tank Roof:	Fold down roof over tank
Mud Tank Lights:	5-48" LED lights
Mud Tank Access Stairs:	Fold down stairs shack side & shaker end
Mud Tank Fold Down Platform:	Fold down platform on shaker side
Mud Tank Degasser:	36" degasser

Shale Shaker Manufacturer:	King Cobra
Shale Shaker Serial #:	130134
Mud Tank Agitators:	2-vertical agitators
Mud Tank Chemical Barrel:	Chemical mixing barrel on tank top
Mud Tank Heater Manufacturer:	Ruffneck
Mud Tank Heater Model:	FR1-24-A1A1-2A
Mud Tank Heater Serial #:	RH190704
Mud Tank Mix Shack:	Integrally mounted to tank
Mix Shack Access:	Double access door
Mix Shack Interior Lights:	2-48" LED interior lights
Mix Shack Cabinets:	2-single door, wall mounted cabinets
Mix Shack Heater Manufacturer:	Ruffneck
Mix Shack Manifold:	Manifold with 11 butterfly valves
Mix Shack Mud Hopper:	Venturi style mud hopper
Mix Shack Pumps:	3 vertically mounted centrifugal pumps
Mix Shack Pump Size:	5 x 6 x 11
Mix Shack Pump Drive:	All driven by electric motors
Mix Shack Amenities:	Paper towel dispenser
Mix Shack Safety:	Eyewash station

3.8 Catwalk/Manifold Shack

One hydraulically actuated skate catwalk complete with fabricated steel building to accommodate the hydraulic skate controls and vertically mounted choke & kill manifold.

Catwalk Construction:	Square tubing frame
Catwalk Loading Rolls:	Loading rolls both ends
Catwalk Swing Arms:	4-swing out pipe arms
Catwalk Skate:	Hydraulically actuated skate catwalk
Catwalk Stairs:	4-removable stairways
Catwalk Levelling Jacks:	8 levelling jacks
Manifold Shack:	Integrally mounted to catwalk
Manifold Shack Access:	1 double door, 1 single door
Manifold Shack Windows:	2-windows with safety bars
Manifold Shack Walls:	Straight steel paneled walls
Manifold Shack Interior Walls:	Insulated steel paneled interior walls
Manifold Shack Fire Safety:	1-20 pound fire extinguisher
Manifold Shack Safety:	Eyewash station
Manifold Shack Interior Lights:	2-48" LED interior lights

Manifold Shack Controls:	Hydraulic lever panels
Manifold Size:	3 x 2 choke & kill manifold
Manifold Valve Type:	Gate valve, NACE trim
Manifold Mount:	Vertically mounted

3.9 Boiler Building

One skidded oilfield building that accommodates the Saskatoon boiler and self-contained diesel fuel tank.

Building Skid:	3 runner wide flange beam skid
Building Loading Rolls:	Skid Loading rolls both ends
Building Fold Down Handrail:	Handrail w/kick plate around perimeter
Building Dump Gate:	1-dump gate
Building Wall Panels:	Straight steel wall panels
Building Roof Access:	Roof access ladder on one end
Building Interior Lights:	4-48" LED interior lights
Building Access Doors:	1-single door, 1-double door
Building Storage Cabinet:	2 door upright parts storage cabinet
Building Fire Safety:	1-20 pound fire extinguisher
Building Safety:	Eyewash station
Building Electrical:	Electrical control switches
Building Fuel Tank:	Integrally mounted diesel fuel tank
Building Fuel Level Indicator:	Fuel level sight gauge w/mesh guard
Building Transformer Manufacturer:	Hammond Power
Building Transformer Serial #:	CB551703
Building Transformer Part#:	C3F009KBS
Building Heater Manufacturer:	Ruffneck
Building Heater Model:	FX5-480360-200-WT
Building Heater Serial #:	RH190876
Boiler Manufacturer:	Saskatoon Boiler
Boiler Type:	Firetube
Boiler Serial #:	4743
Boiler Licence #:	0029573

3.10 Miscellaneous Equipment Assets

Miscellaneous equipment components and complimentary assets are as follows:

3.10.1	Rig Matting:	20 steel/wood constructed mats
3.10.2	Pipe Rack	
3.10.3	Pipe Tubs:	8 steel constructed pipe tubs
3.10.4	Drill Pipe Racks:	4-36' triangular racks
3.10.5	Drill Pipe:	Approximately 300-4" NC40 range II
3.10.6	Heavy Weight Drill Pipe:	Approximately 80-4" NC40
3.10.7	Drill Collars:	Approximately 12-6 ½" diameter
3.10.8	Front End Loader:	
	– Loader Manufacturer:	Komatsu
	– Loader Model:	WA200
	– Loader Serial #:	K3146
3.10.9	Water Truck:	
	– Water Truck Manufacturer:	Western Star
	– Water Truck Date of Manufacture:	2014
	– Water Truck Model #:	4900FA
	– Water Truck Engine:	Detroit DD16
	– Water Truck Serial #:	SKKHAED13EPFS1844
	– Water Truck Front Tire Size:	385/65R22.5
	– Water Truck Rear Tire Size:	11R24.5
	– Water Tank Mount:	Elliptical tank mounted to truck
3.10.10	Water Truck Trailer:	
3.10.11	Flock Tank	1-50m ³
3.10.12	Shale Tank	10' x 40'
3.10.13	Flare Tank	
3.10.14	Counterweight	9m ³
3.10.15	Rig Manager's Trailer	

Selected Photographs



3.1 Mast



3.2 Substructure



3.3 Drawworks



3.4 Combination Building



3.5A Mud Pump Building #1



3.5B Mud Pump Building #2



3.6 Water Tank and Doghouse



3.7 Mud Tank



3.8 Catwalk and Manifold Shack



3.9 Boiler Building



3.10.1 Rig Mats



3.10.1 Rig Mats



3.10.2 Pipe Rack and
3.10.3 Pipe Tub VD3 - 222A



3.10.3 Pipe Tub VD3 - 222B



3.10.3 Pipe Tub VD3 - 222C



3.10.3 Pipe Tub VD3 - 222D



3.10.3 Pipe Tub VD3 - 222E



3.10.3 Pipe Tub VD3 - 222F



3.10.3 Pipe Tub VD3 - 222G



3.10.3 Pipe Tub VD3 - 222I



3.10.8 Front End Loader



3.10.8 Front End Loader



3.10.9 Water Truck



3.10.10 Water Truck Trailer



3.10.11 Flock Tank



3.10.12 Shale Tank



3.10.13 Flare Tank



3.10.14 Counterweight



3.10.15 Rig Manager's Trailer

Parcel 4 – Other equipment and inventory

4.1 Equipment

Description	Quantity	Size	Serial #
2008 Dodge Truck	1		3D6WD78A48G239590
2013 Dodge Ram 2500 Crew cab 4x4	1		3C6TR5GT8DG606204
30' x 7' wooden platforms	2		
Arctic T-200 Swivel	1		40954
Brake Bands	2	4' round by 10" high	
Drill Pipe	5	7" x 20' long	
Drill Pipe	82	30' long x 4 1/4"	
Drill Pipe	83	32' long x 4 1/4"	
Fiberglass water lines	6	30' long	
Friedrich Room Air Conditioner	2		
Green Drill Pipe	2	38' long x 6"	
JMB Company Inc. Forks for loader	1		1104-141003-1
Komatsu Loader WA380	1		71662
Lifts of assorted pre fabs	2		
Load Max Trailer	1	30' trailer 9' hitch	34282
Loader tire and rim	1		
Pipe Racking	2	35' long	
Pipe Racking	2	30' long	
Pipe Tub	1	35'	
RG ZP175 Rotary Table	1		08156
Top Drive Block	1		
TrailTech flat deck	1	32' trailer / 9' hitch	2CU59ATL1E2034445
TrailTech flat deck	1	20' long	2CU53ALA0D2033561

4.2 Parts Inventory/Shop Equipment

Description	Quantity	Model	Serial #
10,000' of survey line	1		
130' sala blocks	4		
16" Rotary hoisting clutch bag	1		
19 litre floor motor fan for a Cummins	1		

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Description	Quantity	Model	Serial #
20 Gallon Dampener	1		
20' Sala block	1		
200' Boom line	1		
25 gallon air tank	1		305570
3" water pump	1		
6" heads for F1000	5		
85' sala block	1		
Aluminum reservoir	1		
Annular bag	1		
Assorted lengths of blue water hose	3		
Assorted pumps, motors, valves and flanges	8		
Assorted rig phone parts (wired)	1		
Assortment of Crown saver parts	1		
Barksdale heat sensor	1		
Battery Charger	1		
Battery Chargers	2		
Bell subs	2		
Bit sub 3 1/2"	1		
Bit sub 4 1/2"	1		
Block heater for 19 LT	1		
Boiler fan	1		
Boiler fuel pump motor	1		
Boiler pop valve	1		
BOP shut off	1		
Box of hardware for an air bag	1		
Box of repair parts for agitators for mud tanks	1		
Bumper block for a catwalk	1		
Burks E57M water pump for boiler (blue)	1		C16/0841/1212
Cable straps	2		
Cables	2		
Chelsea pump	1		
Crossover 4" full hole	1		
Cub-Cadet Zero-Turn riding mower	1		
Cummins Diesel Generator QSX15 Litre	1		
Double pin subs	4		

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Description	Quantity	Model	Serial #
Drawworks chain	1		
Drilling spool	1		
Extra hole 4 1/2"	2		
F1300 6" heads and liners	3		
Fast throttle	1		
Filter for an oil tank pump	1		
Hoisting clutch	1		
Hydraulic filtration system	1		
Hydraulic HCR	1		
Hydraulic HCR	1		
Hydraulic parts for a chop drive setup	2		
Hydraulic pump	1		
Inside BOP 4"	1		
Kelly Bushings	1		
Kicker hose	1		
Kill line hose	1		
Kill line valves	2		
Lifting lugs	4		
Line pole gauge (red crate)	1		
Lugs for spreaders	9		
Manifold gauges	3		
Manual HCR	1		
Max motion inverter duty hydraulic pump motor	1	Model MQC-48W	4567
McDonnell & Miller flow switch	1		
Metal storage box	1		
Miscellaneous fuel and hydraulic hoses	1		
Module for an F1000	1		
Morris coupler	1		
Mr. Heater 210,000 btu	1		
Nissan 60 forklift	1		MUG1F2A30LV
Old air tank	1		
Outside flood light	1		
Parts for a wired phone set	1		
Phone set (wireless)	1		
Phone set (wireless)	1		
Pipe shredder	1		

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Description	Quantity	Model	Serial #
Pipe Spinner Can 700	1		
Porta Power Enerpac	1		
Rotary chain	1		
Rotary clutch	1		
Rotary table lugs	4		
Ruffneck Heater	1		FX412-480360-10-4164-1884
Scott air packs	6		
Set of collar slips	1		
Set of pump belts for F1000	1		
Set of rotary table bushings	1		
Set of tongs	1		
Set of tongs with jaws	1		
Shells for mixers on mud tanks	3		
Shop vac	1		
Spare air bottles	4		
Spare cord	1		
Stand up cabinets with assorted tools and equipment	2		
Tong jaws for tongs machine (wooden box)	2		
Tool box	1		
Tow rope	1		
Trays of BOP gaskets and rubbers	6		
Turbo off floor motor	1		
Upright tool cabinet	1		
Water pump motor for boiler (green)	1		
Weight indicators	2		
Yard sprayer	1		

4.3 Office Equipment

Description	Quantity
Cleaning supplies	Various
Desks	4
Fridge	1
Office cabinets	8
Office chairs	5

Deloitte Restructuring Inc., in its capacity as Receiver of Vortex Drilling Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

Office supplies	Various
Paper shredders	2
Printer	1
Studio chairs	8

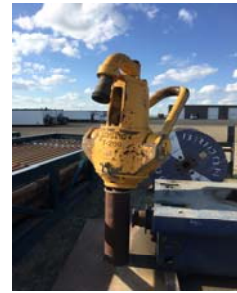
Selected Photographs



2008 Dodge Truck



2013 Dodge Ram 2500 Crew cab



Arctic T-200 Swivel



Drill Pipe



Drill Pipe



Drill Pipe



Load Max Trailer



RG ZP175 Rotary Table



Komatsu Loader WA380



TrailTech Flat Deck Trailer



20 Gallon Dampener



25 Gallon Air Tank



Cummins Diesel Generator
QSX15 Litre



Cummins Diesel Generator
QSX15 Litre



Hydraulic Filtration System



Kelly Bushing



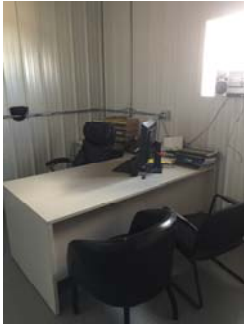
Kill Line Valves



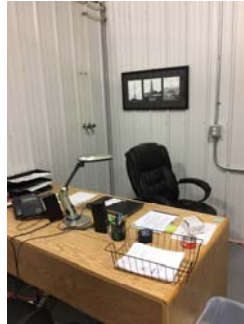
Nissan 60 Forklift



Pipe Spinner Can 700



Desk and chairs



Desk and chair



Office Cabinet



Fridge



Printer



Office Supplies



www.deloitte.ca

Deloitte, one of Canada's leading professional services firms, provides audit, tax, consulting, and financial advisory services. Deloitte LLP, an Ontario limited liability partnership, is the Canadian member firm of Deloitte Touche Tohmatsu Limited.

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee, and its network of member firms, each of which is a legally separate and independent entity. Please see www.deloitte.com/about for a detailed description of the legal structure of Deloitte Touche Tohmatsu Limited and its member firms.

© Deloitte LLP and affiliated entities.

**Exhibit B – Statement of Receipts and Disbursements for the period July 24, 2017 to
October 17, 2017**

VORTEX DRILLING LTD.
STATEMENT OF RECEIPTS AND DISBURSEMENTS
for the period of July 24, 2017 to October 17, 2017

Accounts receivable collections	\$	349,551
Cash on hand		126,368
Deposit		1,220,000
GST collections (A/R)		17,537
Interest		26
Refunds		673
PST collections (A/R)		5,462
Receiver's borrowings - Affinity		500,000
Total Receipts		2,219,617
Bank fees		229
Contract wages		11,073
Filing fee		70
GST paid on disbursements		3,809
GST paid on Interim Receiver fees and disbursements		3,512
GST paid on legal fees and disbursements		3,788
GST paid on Receiver fees and disbursements		7,725
Insurance		25,203
Interest		7,397
Interim Receiver's borrowings - Staheli		252,351
Interim Receiver's fees and disbursements		70,241
Legal fees and disbursements		75,750
Locks		876
Miscellaneous		199
Moving costs		64,220
PST paid on legal fees and disbursements		4,526
PST paid on disbursements		1,539
Receiver's fees and disbursements		154,498
Rental costs		10,250
Utilities		1,287
Wage arrears and final payroll		62,943
Total Disbursements		761,485
Excess of Receipts over Disbursements	\$	1,458,132