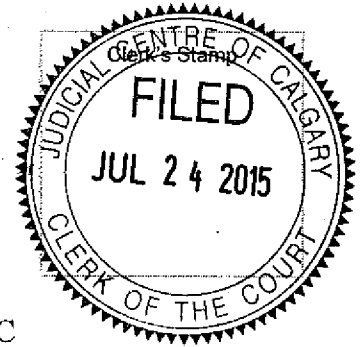


COURT FILE NO. 1501-06320
COURT COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF WELLS FARGO FOOTHILL CANADA ULC



DEFENDANTS BIG EAGLE HYDRO-VAC INC., BIG EAGLE LIMITED
PARTNERSHIP, BIG EAGLE HYDRO-VAC (NORTH) INC.,
and BIG EAGLE (NORTH) LIMITED PARTNERSHIP

DOCUMENT **AUCTION SERVICES APPROVAL
AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Gowling Lafleur Henderson LLP
Suite 1600, 421 7th Avenue SW
Calgary, AB T2P 4K9
Phone: (403) 298-1818
Fax: (403) 695-3558
File No.: A151267

*I hereby certify this to be a true copy of
the original VESTING ORDER
Dated this 23 day of JULY 2015
for Clerk of the Court*

Attention: Jeffrey Oliver

DATE ON WHICH ORDER WAS PRONOUNCED: July 23, 2015
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Mr. Justice
LoVecchio
LOCATION OF HEARING: Calgary, Alberta

UPON the application of Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the “Receiver”) of the undertaking, property and assets of Big Eagle Hydro-Vac Inc., Big Eagle Limited Partnership, Big Eagle Hydro-Vac (North) Inc., and Big Eagle (North) Limited Partnership (the “Debtors”) for an order (i) declaring the auction services agreement entered into between the Receiver and Great American Global Partners, LLC (“Great American”) dated June 25, 2015 (the “Auction Agreement”) to be the successful bid as contemplated by the Auction and Asset Solicitation Procedures Order dated June 29, 2015 (the “AASP Approval Order”), (ii) authorizing and approving the Auction Agreement and the transaction contemplated thereby, (iii) providing for the vesting of the Assets (as defined in the

Auction Agreement) in the purchasers as set out in the Auction Agreement, and (iv) approving and authorizing at the Receiver's election, the vesting of any remaining unsold Assets in and to the Agent in accordance with the Auction Agreement;

AND UPON having read the Receivership Order dated June 8, 2015 (the "**Receivership Order**"), the AASP Approval Order, and the Second Report of the Receiver dated July 17, 2015 (the "**Second Report**");

AND UPON HEARING the submissions of counsel for the Receiver, counsel for Great American, counsel for Wells Fargo Foothill Canada ULC and from counsel for other interested parties, and from other interested parties in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE AND DEFINITIONS

1. The time for service of the notice of application for this Order is hereby abridged and service thereof is deemed good and sufficient.
2. Unless otherwise indicated, capitalized terms used herein that are not otherwise defined herein shall have the meaning ascribed to such terms in the Auction Agreement.

SUCCESSFUL BID

3. The Auction Agreement is hereby declared to be the Successful Bid (as defined in the Auction and Asset Purchase Solicitation Procedures appended to the AASP Approval Order).

APPROVAL OF AUCTION AGREEMENT

4. The Auction Agreement (including all schedules attached thereto) and all steps or actions contemplated therein are hereby approved. The Receiver is hereby authorized and approved to proceed with the Auction Agreement and the transactions contemplated thereby. Subject to the provisions of this Order and the Receivership Order, the Receiver is hereby authorized and directed to take any and all actions as may be necessary or

desirable to implement the Auction Agreement and each of the transactions contemplated therein. Without limiting the foregoing, the Receiver is authorized to execute any other agreement, contract, deed or any other document, or take any other action, which could be required or be useful to give full and complete effect to the Auction Agreement.

MARKETING AND SALE OF ASSETS

5. Pursuant to the Auction Agreement, Great American is authorized to market and sell the Assets (the "**Asset Sale**") free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, assignments, actions, taxes, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order; and
 - (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system (collectively with the Claims, the "**Encumbrances**");
6. Upon completion of the Asset Sale and pursuant to the Auction Agreement, the Receiver is authorized, in its discretion, to elect to vest any remaining unsold Assets (collectively the "**Remaining Assets**" and each a "**Remaining Asset**") in Great American free and clear of any and all Encumbrances.

ASSET SALES AND VESTING

7. Upon Great American completing the sale of any of the Assets to a purchaser and upon receipt of the purchase price by Great American and delivery by Great American of a bill of sale or similar evidence of purchase to such purchaser (the "**Purchaser Bill of Sale**") all of the Debtors' right, title and interest in and to the Assets described in the Purchaser Bill of Sale shall vest absolutely in such purchaser free and clear of and from any and all

Encumbrances and all of the Encumbrances affecting or relating to such Assets shall be expunged and discharged as against such Assets; provided however that nothing herein shall discharge the obligations of Great American pursuant to the Auction Agreement, or the rights or claims of the Receiver in respect thereof, including without limitation, the obligations of Great American to account for and remit the proceeds of the Asset Sale to the designated trust account pursuant to the terms of the Auction Agreement.

8. Upon the election of the Receiver to vest any Remaining Asset in Great American pursuant to paragraph 6 of this Order, all of the Debtors' right, title and interest in and to any Remaining Asset so elected shall vest in Great American free and clear of any and all Encumbrances and all of the Encumbrances affecting or relating to such Assets shall be expunged and discharged as against such Assets.
9. For the purposes of determining the nature and priority of Claims, and subject to the Auction Agreement, the monies payable to the Receiver under the Auction Agreement from the Asset Sale shall stand in the place and stead of the Assets, and from and after the delivery of the Purchaser Bill of Sale all Encumbrances shall attach to the net proceeds from the Asset Sale with the same priority as they had with respect to the Assets immediately prior to the sale, as if the Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
10. From and after the closing of sale of any of the Asset to a purchaser or the vesting of any Remaining Asset in Great American, the Receiver is authorized to discharge from any personal property registry any Encumbrance registered against such Asset, to the extent the security interest is registered against the interest of a Debtor.
11. The Debtors and all persons who claim by, through or under the Debtors in respect of the Assets shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Assets and, to the extent that any such person remains in possession or control of any of the Assets, they shall forthwith deliver possession thereof to Great American.

12. Notwithstanding:

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

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

DESIGNATED ACCOUNT

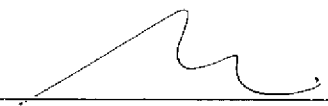
13. Amounts deposited in the Account by or on behalf of Great American or the Receiver pursuant to the Auction Agreement shall be and be deemed to be held in trust for the Receiver and Great American, as the case may be, and, for clarity, no Person shall have any claim, ownership interest or other entitlement in or against such amounts, including, without limitation, by reason of any claims, disputes, rights of offset, set-off, or claims for contribution or indemnity that it may have against or relating to the Receiver.

GENERAL

14. This Order shall have full force and effect in all provinces and territories in Canada.
15. This Court requests the aid and recognition of any Court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effects to this Order and to assist the Receiver and its respective agents in carrying

out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist The Receiver and its respective agents in carrying out the terms of this Order.

16. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
17. Service of this Order on any party not attending this application is hereby dispensed with.
18. The Receiver, Great American and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Asset Sale.


Justice of the Court of Queen's Bench of Alberta