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JUDICIAL CENTRE
OF CALGARY

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 **ORDER**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY
FILING THIS
DOCUMENT

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File No. 90289

DATE ON WHICH ORDER WAS PRONOUNCED: Monday, June 8, 2015
NAME OF JUDGE WHO MADE THIS ORDER: Hon. Madam Justice J. Strekaf
LOCATION OF HEARING: Calgary, Alberta

UPON the application of Wells Fargo Foothill Canada ULC (the "**Applicant**") in respect of Big Eagle Hydro-Vac Inc., Big Eagle Limited Partnership, Big Eagle Hydro-Vac (North) Inc., and Big Eagle (North) Limited Partnership (the "**Debtors**"); **AND UPON** having read the Application, the Affidavit of Jonathan Boynton sworn June 5, 2015, filed, the Confidential Supplemental Affidavit of Jonathan Boynton sworn June 5, 2015, unfiled, the further Supplemental Affidavit of Jonathan Boynton, sworn June 5, 2015 (the "**Further Supplemental**

Affidavit) and the further Supplemental Affidavit of Jonathan Boynton, sworn June 8, 2015 (the "**June 8 Affidavit**"); **AND UPON** reading the consent of Deloitte Restructuring Inc. to act as receiver and manager ("**Receiver**") of the Debtors, filed; **AND UPON** hearing counsel for the Applicant and counsel for Big Eagle (Lux) S.a.r.l. ("**Apollo**"); **AND UPON** noting that the Debtors and Apollo have consented to this order **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("**BIA**") and section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2 Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof other than the Statutory Payments Reserve (as defined below) (the "**Property**"), including but not limited to the real property of Big Eagle Hydro-Vac Inc., more particularly known and described as

PLAN 8821687
BLOCK 1
LOT 8
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 8323083
BLOCK 3
LOT 15
EXCEPTING THEREOUT ALL MINES AND MINERALS.

(the "**Lands**")

3. This Order shall be registered against the Lands by the Registrar notwithstanding the requirements of Section 191(1) of the *Land Titles Act*, RSA 2000, c. L-4.

RECEIVER'S POWERS

4. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtors;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order, and without limiting the generality of the foregoing, the Receiver is hereby authorized to:
 - (i) enter into the Asset Realization Agreement with Realization Services, Inc., a copy of which is affixed as **Schedule "A"** hereto; and
 - (ii) engage the services of Chris Anderson and Morley Myden as consultants to the Receiver on the same or substantially similar terms as the agreements attached as **Schedule "B"** and **Schedule "C"** hereto;

- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$400,000, provided that the aggregate consideration for all such transactions does not exceed \$2,000,000; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required.

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 5. (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
- 6. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body’s investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or

before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. “**Regulatory Body**” means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods

or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. Except as provided in paragraph 14 below, all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver and/or the Debtors (with control thereof by the Receiver) (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

14. Notwithstanding any other provision of this Order, the Debtors shall be entitled to retain and administer a reserve (the “**Statutory Payments Reserve**”) for the sole purpose of enabling the Debtors to pay (i) to each employee of the Debtors each such employee’s entitlement to accrued and unpaid wages and vacation pay (but for greater certainty not severance and termination pay or salary continuance) outstanding at the Time of Termination (as defined below) in an aggregate amount not to exceed CAD\$615,000, (ii) to the Receiver General of Canada in respect of the Debtors’ liability to remit employee source deductions at the Time of Termination in an aggregate amount not to exceed CAD\$336,000, (iii) to the Receiver General of Canada or the applicable provincial taxing authority in respect of the Debtors’ liability to remit Goods and Services Tax and/or Harmonized Sales Tax and/or applicable provincial sales tax in an aggregate amount not to exceed CAD\$89,000 (the obligation of the Debtors to make the payments referred to in (i), (ii) and (iii) of this paragraph 14 being referred to herein as the “**Statutory**”).

Liabilities”), and the Receiver is hereby authorized and directed to permit the Debtors to retain and administer the Statutory Payments Reserve and to leave the Statutory Payments Reserve in the bank account of the Debtors. The Debtors are authorized and directed to pay from the Statutory Payments Reserve only the accrued Statutory Liabilities, and shall provide to the Receiver an accounting of all monies held in and disbursed from the Statutory Payments Reserve with supporting backup documentation. To the extent the funds in the Statutory Reserve are insufficient to cover the aggregate Statutory Liabilities, the Receiver shall pay and discharge such residual Statutory Liabilities after the Statutory Reserve has been exhausted. This paragraph shall survive any bankruptcy of the Debtors and be binding on any trustee in bankruptcy.

15. Any residual amounts remaining in the Statutory Payments Reserve following payment of the Statutory Liabilities shall be released to the Receiver and shall at that time be deemed to be “Property” for the purposes of this Order.

EMPLOYEES

16. The employment of all employees of the Debtors are hereby terminated effective as of 5:00 P.M. MST (“**Time of Termination**”) on June 8, 2015, and the Debtors are authorized and directed to pay all Statutory Liabilities from the Statutory Payments Reserve and issue records of employment to such terminated employees.
17. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 (“**WEPPA**”).

PIPEDA

18. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their

advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “Sale”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

19. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by section 14.06 of the BIA, any other applicable legislation, or the common law.

LIMITATION ON THE RECEIVER'S LIABILITY

20. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

21. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
22. The Receiver and its legal counsel shall pass their accounts from time to time.
23. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. The Receiver be at liberty and it is hereby empowered 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 \$3,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver's Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

25. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
26. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule “D”** hereto (the “**Receiver's Certificates**”) for any amount borrowed by it pursuant to this Order.
27. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

28. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

29. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
30. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
31. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
32. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
33. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
34. The Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

35. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SEALING ORDER

36. Division 4 of Part 6 of the *Alberta Rules of Court* does not apply. The Confidential Supplemental Affidavit of Jonathan Boynton sworn June 4, 2015 (the "**Confidential Affidavit**") contains confidential and commercially sensitive information which if made publicly available could be used to the detriment of the Debtors and its stakeholders. The Confidential Affidavit shall, until further Order of this Honourable Court, be sealed and kept confidential, and only to be shown only to a Justice of the Court of Queen's Bench of Alberta, and accordingly, shall be filed with the Clerk of the Court who shall keep the Confidential Affidavit in a sealed envelope, which shall clearly be marked "SEALED PURSUANT TO THE ORDER OF THE HON. MADAM JUSTICE STREKAF DATED JUNE 8, 2015".
37. Any party may apply to set aside paragraph 36 of this Order upon providing all interested parties with 7 days' notice of such application.
38. The Confidential Affidavit shall remain on the Court file in accordance with this Order pending the termination of the within proceedings, or such other insolvency proceedings as may be undertaken with respect to the Debtors, whichever occurs later (the latter event being referred to herein as the "**Insolvency Proceedings**"). Within five (5) business days of the termination of the Insolvency Proceedings, the Applicant shall file the Confidential Affidavit with the Court, failing which the Court Clerk shall be at liberty to do so.

FILING

39. The Receiver shall establish and maintain a website in respect of these proceedings at <http://www.insolvencies.deloitte.ca> under the link entitled the Big Eagle Group/ and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publically available;
and
- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

" J. STREKAF "

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

ASSET REALIZATION AGREEMENT

THIS ASSET REALIZATION AGREEMENT is dated as of June 8, 2015 between **Deloitte Restructuring Inc.**, in its capacity as court appointed receiver and manager 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** (in such capacity, the "**Receiver**"), and not in its personal capacity, and **Realization Services, Inc.** (the "**Sale Agent**")

CONTEXT:

A. The Receiver has been appointed receiver and manager of the undertaking, property and assets of **Big Eagle Hydro-Vac, Inc.** ("**BEHI**"), **Big Eagle Limited Partnership** ("**BELP**"), which together with BEHI is collectively, the "**Debtors**"), **Big Eagle Hydro-Vac (North) Inc.** and **Big Eagle (North) Limited Partnership** pursuant to an order of the Court of Queen's Bench of Alberta (the "**Court**") granted on June_, 2015 (the "**Receivership Order**").

B. Pursuant to a letter agreement dated May 29, 2015 (the "**Consulting Agreement**") between the Sale Agent and the Debtors, a true copy of which is attached hereto as **Schedule "A"**, the Debtors retained the Sale Agent as a consultant to develop and implement a strategy to liquidate their property and assets.

C. The Receivership Order authorized the Receiver to adopt the Consulting Agreement on the terms and subject to the provisions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Agreement or the context otherwise requires, capitalized terms which are defined in the Consulting Agreement have the terms given to them in the Consulting Agreement. The following capitalized terms have the meanings specified below, unless the context otherwise requires:

- (a) "**Agreement**" means this agreement and its attached Schedule, as amended, modified, supplemented or restated from time to time.
- (b) "**Applicable Laws**" means applicable laws (including common law), statutes, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, treaties, policies, notices, directions, decrees, judgments, awards or requirements, in each case of any Governmental Authority.

- (c) "**BEHI**" is defined in the Context paragraphs above.
- (d) "**BELP**" is defined in the Context paragraphs above.
- (e) "**Business Day**" means any day which is not a Saturday, Sunday or statutory holiday in the Province of Alberta.
- (f) "**Communication**" means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party.
- (g) "**Consulting Agreement**" is defined in the Context paragraphs above.
- (h) "**Contractors**" is defined in Section 2.6(d).
- (i) "**Court**" is defined in the Context paragraphs above.
- (j) "**Debtors**" is defined in the Context paragraphs above.
- (k) "**GAAP**" means Canadian generally accepted accounting principles applicable to private enterprises under Part II of the CPA Canada Handbook of the Chartered Professional Accountants of Canada, as amended at any time.
- (l) "**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal, dispute settlement panel or body or other law, rule or regulation-making entity having or purporting to have jurisdiction on behalf of any nation, province, state or other geographic or political subdivision thereof, or exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.
- (m) "**Liability**" means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise and all interest, fines, penalties and reasonable professional fees and disbursements.
- (n) "**Lien**" means any mortgage, charge, security interest, pledge, hypothec, lien (statutory, common law, equitable or otherwise), privilege, trust deemed to exist under any Applicable Law or other encumbrance of any kind, or any other agreement or arrangement creating in favour of any claimant or creditor a right relating to any particular property that is in priority to the right of any ordinary creditors relating to that property, and including the right of a lessor under a lease, and the right of a beneficiary under a statutory or contractual trust claim.
- (o) "**Operating Phase**" is defined in Section 2.5.

- (p) "**Operating Divisions**" means the Swift Current, CNRL and Drilling Vacuum and Water divisions.
- (q) "**Parties**" means, collectively, the Receiver and the Sale Agent, and "**Party**" means any one of them.
- (r) "**Receiver**" is defined in the introductory paragraph of this Agreement.
- (s) "**Receiver Parties**" is defined in Section 2.9.
- (t) "**Receivership Accounts**" is defined in Section 2.3(h).
- (u) "**Receivership Order**" is defined in the Context paragraphs above.
- (v) "**Receivership Proceedings**" means the application of the Secured Creditor to the Court for the appointment of the Receiver.
- (w) "**Sale Agent**" is defined in the introductory paragraph of this Agreement.
- (x) "**Secured Creditor**" means Wells Fargo Foothill Canada ULC.
- (y) "**Senior Contractors**" is defined in Section 2.6(c).
- (z) "**Services**" means the Services as defined in the Consulting Agreement, together with the obligations to be performed by the Sale Agent under this Agreement.
- (aa) "**Term**" is defined in Section 2.8.

1.2 Certain Rules of Interpretation

- (a) In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.
- (b) The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. •
- (c) References in this Agreement to a Section or Schedule are to be construed as references to a Section or Schedule of or to this Agreement unless otherwise specified.
- (d) Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and

including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.

- (e) Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.
- (f) This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.
- (g) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the parties, express or implied. No party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

2. ADOPTION OF CONSULTING AGREEMENT

2.1 Adoption of the Consulting Agreement by the Receiver

Subject to the satisfaction of the condition precedent set out in Section 2.7:

- (a) the Receiver hereby adopts the Consulting Agreement as the Client, and the Sale Agent hereby consents to such adoption, on and subject to the terms and provisions of this Agreement;
- (b) the Receiver grants to the Sale Agent the right to provide the Services and to supervise, manage and operate the Operating Divisions during the Operating Phase upon the terms and conditions contained herein;
- (c) the Sale Agent will report to the Receiver as to its activities in connection with the Services and the Operating Divisions;
- (d) the Receiver will be entitled to provide the Sale Agent with advice, directions and instructions from time to time as the Receiver deems appropriate, acting reasonably, and the Sale Agent will follow or implement such advice, direction or instructions; and
- (e) the Sale Agent accepts its appointment in accordance with the terms of the Consulting Agreement and this Agreement, and agrees to perform the Services in

a competent, efficient, honest and diligent manner and in accordance with the Consulting Agreement, this Agreement, the Liquidation Plan and the Thirteen Week Budget.

2.2 Amendments to the Consulting Agreement

Upon the satisfaction of the condition precedent in Section 2.7, the Consulting Agreement will be deemed to be subject to and amended by this Agreement, including the following specific amendments:

- (a) Section 1(b) of the Consulting Agreement is amended to replace all references to the board of directors of BEHI or the Board with references to the Receiver, with the effect that the Receiver shall be the sole Person that the Sale Agent will take instructions from, give recommendations to, obtain approvals from, and/or report to in connection with the Consulting Agreement and this Agreement.
- (b) Section 2 of the Consulting Agreement is amended such that the primary contacts of the Receiver will be Jeff Keeble and Cassie Poon and such other Persons as the Receiver identifies.
- (c) Sections 2 and 3 of the Consulting Agreement are amended to replace any references therein to Mr. Morley and Mr. Anderson and their designees with the Senior Contractors. -
- (d) Section 6(c) of the Consulting Agreement is deleted.
- (e) Section 8 of the Consulting Agreement is deleted.
- (f) The first sentence of section 9 of the Consulting Agreement is deleted.
- (g) The first sentence of section 10 of the Consulting Agreement is deleted.
- (h) The last sentence of section 11 of the Consulting Agreement is deleted and replaced by the following:

"This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province."
- (i) Section 12(a) of the Consulting Agreement is deleted.
- (j) Section 13 of the Consulting Agreement is deleted.
- (k) The first sentence of section 14 of the Consulting Agreement is deleted.

2.3 Covenants of the Sale Agent

The Sale Agent covenants and agrees as follows in favour of the Receiver:

- (a) the Sale Agent will, forthwith upon the commencement of the Term, prepare the Liquidation Plan and Thirteen Week Budget in accordance with the Consulting Agreement and in consultation with the Receiver, which will be subject to the written approval of the Receiver;
- (b) the Sale Agent will supervise and direct the day to day activities of the Consultants and the Senior Consultants, subject to the overall direction and control of the Receiver;
- (c) in connection with the performance of the Services under the Consulting Agreement, as amended by this Agreement, the Sale Agent will not enter into any contract or incur any expense on behalf of the Receiver unless contemplated by the Thirteen Week Budget and unless it receives the prior written approval for such contract or expense by the Receiver;
- (d) the Sale Agent will not sell, lease or otherwise dispose of, or grant or suffer to exist any Lien (other than a Lien existing prior to the issuance of the Receivership Order or granted under the Receivership Order) on or against, any property or assets of the Debtors without the prior written consent of the Receiver;
- (e) the Sale Agent shall deposit all moneys collected or realized from the Debtors or their property or assets into the Receivership Accounts;
- (f) the Sale Agent shall collect and otherwise realize upon the Debtors' accounts receivable and promptly remit the proceeds thereof to Receiver;
- (g) the Receiver will maintain one or more operating accounts with the Secured Creditor or such other financial institution that the Receiver has selected (the "**Receivership Accounts**") in connection with the administration of the property and assets of the Debtor and grant to the officers of the Sale Agent signing authority for cheques and other withdrawals in an amount up a threshold stipulated in writing by the Receiver (provided that prior to issuing such cheques or making such withdrawals, the Sale Agent will send a report to the Receiver providing the details thereof, along with supporting documents, and obtains the Receiver's consent thereto);
- (h) the Sale Agent shall supervise, approve and submit for payment all expenses incurred in the operation of the Operating Divisions;
- (i) the Sale Agent shall promptly investigate and make full and timely written reports to the Receiver and the applicable insurer with respect to all accidents and claims relating to the property and assets of the Debtors or any other matters;
- (j) the Sale Agent shall purchase such inventories, provisions, supplies, equipment and services as are reasonably necessary for the proper and efficient maintenance and operation of the Operating Divisions provided that the costs and expenses

incurred in connection with such purchases shall not exceed the amounts contemplated in the Thirteen Week Budget and with the prior written consent of the Receiver;

- (k) the Sale Agent shall maintain proper records and books of account in accordance with good accounting procedure and GAAP wherein it records the income and expenses relating to the Debtors, all of which records and books shall be the property of the Receiver;
- (l) the Sale Agent shall report to the Receiver on a weekly basis with respect to the Services and twice weekly basis with respect to the operation of the Operating Divisions, in each case at a time and place acceptable to the Receiver and Sale Agent, acting reasonably, and promptly provide any other information to the Receiver that is requested by the Receiver; and
- (m) the Sale Agent shall do all acts and things as required from time to time by Applicable Law with respect to the Operating Divisions and perform the Services and its obligations under the Consulting Agreement, as amended by this Agreement.

2.4 Inspection by the Receiver

For greater certainty, the Receiver and its representatives and agents will at all times and from time to time have access to and the right upon reasonable notice to inspect: (a) the books and records maintained by the Sale Agent in respect of any premises, property and assets of the Debtors, and (b) the premises, property and assets of the Debtors.

2.5 Operating Phase

The Sale Agent shall operate and maintain each of the Operating Divisions for and on behalf of the Receiver during the period (the "Operating Phase") commencing upon the later of:

- (a) the satisfaction of the condition in Section 2.7; and
- (b) the Receiver confirming in writing to the Sale Agent that it has sufficient funding and or the Debtors have sufficient working capital to permit such operations,

and for each Operating Division, terminating upon either:

- (c) the Receiver giving notice in writing to the Sale Agent requiring the Sale Agent to cease operating such Operating Divisions; or
- (d) the Sale Agent electing to cease operating such Operating Division by notice in writing to the Receiver.

Upon the termination of the Operating Phase in respect of an Operating Division, the Sale Agent shall forthwith cease all operations in respect of such Operating Division.

2.6 Receiver's Obligations

Provided that the Receiver is able to obtain sufficient funding, either through the working capital of the Debtors or advances from the Secured Creditor at rates and on terms acceptable to the Receiver, acting reasonably, the Receiver shall:

- (a) reimburse the Sale Agent for all costs and expenses incurred by the Sale Agent in carrying out its obligations under the Consulting Agreement, as amended by this Agreement, provided further that such costs and expenses are contemplated by the Thirteen Week Budget and are authorized by the Receiver in writing, and provided further that in no event will the Sale Agent be entitled to be reimbursed for any of its head office administrative or overhead or indirect costs;
- (b) pay to the Sale Agent in accordance with the Consulting Agreement all amounts owing to the Sale Agent as of the date of the granting of the Receivership Order;
- (c) make available to the Sale Agent such former senior officers or employees of the Debtors who are requested by the Sale Agent and acceptable to the Receiver to assist the Sale Agent in the preparation of the Liquidation Plan and Thirteen Week Budget pursuant to Section 1(b) of the Consulting Agreement and in the provision of such other Services as the Sale Agent requires, provided that the Receiver's obligation to make such former officers and employees available is subject to the Receiver being able to retain them on terms acceptable to the Receiver, acting reasonably (such retained former officers or employees being, collectively, the "**Senior Contractors**");
- (d) provided that the Receiver is able to retain, on a fixed term and task basis and on such terms as are satisfactory to the Receiver, former employees of the Debtors (such employees being the "**Contractors**"), the Receiver will make the Contractors available to the Sale Agent to assist the Agent in providing the Services; and
- (e) maintain and keep in force the Debtors' current property and casualty and professional and public liability insurance coverage, and cause the insurers to name the Secured Creditor, Sale Agent and the Receiver as additional named insured, and reporting to the Receiver with respect to such insurance and its status.

2.7 Condition Precedent

The adoption by the Receiver of the Consulting Agreement provided for in Section 2.1 shall be conditional upon the approval by the Court of this Agreement and the Consulting Agreement.

2.8 Term

The term of this Agreement (the "**Term**") shall commence upon the satisfaction of the condition precedent in Section 2.7 and shall terminate on the earlier of:

- (a) the Receiver giving three (3) Business Days' written notice to the Sale Agent of the termination of the Consulting Agreement and this Agreement;
- (b) the Sale Agent giving three (3) Business Days' written notice to the Receiver of the termination of the Consulting Agreement and this Agreement; and
- (c) the discharge of the Receiver,

whereupon the Sale Agent will promptly:

- (d) render a final accounting to the Receiver;
- (e) surrender to the Receiver in an organized manner all documents, contracts, records, files and other information and items included therein which are or may be pertinent to the Operating Divisions and to the provision of the Services and the performance of the duties and obligations of the Sale Agent under the Consulting Agreement, as amended by this Agreement;
- (f) surrender all property and assets of the Debtors in the possession and control of the Sale Agent; and
- (g) generally provide its reasonable assistance and cooperation to the Receiver to ensure a smooth transition.

The Receiver will pay to the Sale Agent any amounts owing to the Sale Agent under the Consulting Agreement, as amended by this Agreement. This Section 2.8, Sections 2.9 and 2.10, and sections 4, 5 and 9 of the Consulting Agreement will survive for a period of two (2) years after the termination of this Agreement and the Consulting Agreement.

2.9 Indemnity by the Sale Agent

The Sale Agent will indemnify and will save harmless the Receiver and its shareholders, officers and directors (collectively, the "Receiver Parties") from the full amount of any Liability which the Receiver Parties may suffer in respect of the performance by the Sale Agent or any Person under its direction or control of its obligations under the Consulting Agreement, as amended by this Agreement, other than Liabilities arising from the negligence or wilful misconduct of any Receiver Party.

2.10 Indemnity by the Receiver

The Receiver, in its capacity as such and not in its personal capacity, will indemnify and will save harmless the Sale Agent and its shareholders, officers and directors (collectively, the "Sale Agent Parties") from the full amount of any Liability which the Sale Agent Parties may suffer resulting from any acts or omissions of the Receiver Parties, other than Liabilities arising from the negligence or wilful misconduct of any Sale Agent Party, provided that any claim under such indemnity shall rank subsequent in priority to any fees, expenses and costs of the estate.

3. GENERAL

3.1 Capacity of the Receiver

This Agreement and the obligations of the Receiver hereunder shall bind the Receiver only in its capacity as Receiver and not in its personal capacity and any recourse of the Sale Agent against the Receiver shall be limited to the property and assets of the Debtors. Any amounts owing to the Sale Agent by the Receiver under the Consulting Agreement shall be deemed to be an administrative expense in the Receivership Proceedings and shall rank subsequent in priority to the fees and disbursements of the Receiver.

3.2 Paramountcy

In the event of any conflict between a term or provision of the Consulting Agreement and a term or provision of this Agreement or an Order of the Court in the Receivership Proceedings, the term or provision of this Agreement or such Order will govern to the extent of that conflict and the term or provision of the Consulting Agreement will be deemed to be amended to the extent necessary to make it consistent with the term or provision of this Agreement or such Order.

3.3 No Partnership

Nothing contained in the Consulting Agreement, as amended by this Agreement, will constitute or be construed to be or create a partnership or joint venture between the Receiver and the Sale Agent. In addition, the duties to be performed and obligations to be assumed by the Sale Agent under the Consulting Agreement, as amended by this Agreement, will be as an independent contractor and not as an agent except to the extent authorized by this Agreement to incur obligations on behalf of the Receiver.

3.4 Communications

Any Communication must be in writing and either delivered personally or by courier, sent by prepaid registered mail or transmitted by e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid. Any Communication sent by one Party to another must be sent to the intended recipient at its address as follows:

to the Receiver at:

Deloitte Restructuring Inc.
700, 850 - 2 Street SW
Calgary, Alberta T2P 0R8
Attention: Jeff Keeble, CA, CIRP, CBV
Tel No.: 403-503-1458
E-mail: jkeeble(d)deloitte.ca

with a copy to:

Gowling Lafleur Henderson LLP

Suite 1600, 421 7th Avenue S.W.
Calgary, Alberta T2P 4K9
Attention: Jeff Oliver
Tel No.: 403-298-1818
E-mail: Jeffrey.oliver@gowlings.com

to the Sale Agent at:

Realization Services, Inc.
P.O. Box 189,
Bedford Hills, New York 10507
Attention: Barry L. Kasoff, President
Tel No.: 914-659-4700
E-mail: bkasoff@realizationservices.com

with a copy to:

McMillan LLP
TD Canada Trust Tower, Suite 1700
421 7th Avenue S.W.
Calgary, Alberta T2P 4K9
Attention: Adam Maerov
Tel No.: 403-215-2752
E-mail: adam.maerov@mcmillan.ca

or at any other address as any party may at any time advise the other by Communication given or made in accordance with this Section 3.4. Any Communication delivered to the party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication sent by prepaid registered mail will be deemed to have been given or made and received on the fifth Business Day after which it is mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Communication must be delivered personally or by courier or transmitted by e-mail or functionally equivalent electronic means of transmission. Any Communication transmitted by e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 5:00 pm (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

3.5 Severability

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

3.6 Attornment

Each of the Parties irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the Court to determine all issues, whether at law or in equity arising from this Agreement. To the extent permitted by applicable Law, each of the parties:

- (a) irrevocably waives any objection, including any Claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province, or that the subject matter of this Agreement may not be enforced in those courts;
- (b) irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section, of the substantive merits of any suit, action or proceeding; and
- (c) to the extent a party has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, that party irrevocably waives that immunity in respect of its obligations under this Agreement.

3.7 Amendments and Waivers

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

3.8 Further Assurances

Each Party will execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting party to give effect to this Agreement and, without limiting the generality of this Section 3.8, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required at any time by all Governmental Authorities.

3.9 Assignment

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either party without the prior written consent of the other party. This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.

3.10 Counterpart Execution

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

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

Deloitte Restructuring Inc. acting solely in its capacity as Receiver and Manager of **Big Eagle Hydro-Vac, Inc., Big Eagle Limited Partnership, Big Eagle Hydro-Vac (North) Inc. and Big Eagle (North) Limited Partnership**, and not in its personal capacity

By: _____

Name:

Title:

Realization Services, Inc.

By: _____

Name:

Title:

Schedule "A"
The Consulting Agreement

SCHEDULE "B"

[Receiver's Letterhead]

June [8], 2015

Christopher Anderson
26 Overand Place,
Red Deer, Alberta.
T4P-0E7

Dear Mr. Anderson:

As you are aware, pursuant to the Order of the Court of Queen's Bench of Alberta dated June 8, 2015 (the "**Receivership Order**"), Deloitte Restructuring Inc. was appointed as receiver and manager (in such capacities, the "**Receiver**") of Big Eagle Hydro-Vac Inc., Big Eagle Limited Partnership, Big Eagle Hydro-Vac (North) Inc. and Big Eagle (North) Limited Partnership (collectively, the "**Company**").

The Receivership Order provides that the employment of all employees of the Company was terminated effective 5:00 p.m. on June 8, 2015.

In our capacity as Receiver and not in our corporate or personal capacity, we wish to retain your services and your valuable expertise on the following terms and conditions:

1. Consulting Period. You will be retained in an advisory and consulting capacity for the Company for a term commencing on your acceptance hereof and ending July 31, 2015 or such earlier date as this agreement is terminated in accordance with paragraph 9 (the "**Consulting Period**"). You understand and agree that you will not receive recognition or credit from the Receiver for your past service with the Company.
2. Duties. During the Consulting Period, you will perform such duties as directed by the Receiver or its sales agent, Realization Services, Inc., and as specified herein, to the best of your ability. Generally, your role is to assist the Receiver and the sales agent in maximizing sales and recoveries of the Company's assets.
3. Base Compensation. The Receiver will pay you the same daily base compensation that you were paid by the Company immediately prior to the Receiver's appointment of \$1,637.00 per day worked, which figure includes the same parking and vehicle allowance provided to you by the Company immediately prior to the Receiver's appointment. Such fees will be paid in arrears on the 15th and 30th day of each month commencing on June 15, 2015.
4. Schedule. You will work a minimum of 30 days during the Consulting Period. The Receiver acknowledges and agrees that you will not work during the first two weeks of July, 2015. Other than as set out above, the days on which you will work will be agreed to by you and the Receiver, acting reasonably. You will work 8 hours per day on each such day. During

such time, you will render your full time and attention to the advisory and consulting services as set out in paragraph 2.

5. Benefits. No insurance or other benefits will be provided to you.
6. Success Bonus. In addition to the base compensation set out in paragraph 3, in the event that the Receiver completes a sale of any of the Company's equipment (a "**Transaction**"), and such Transaction was Consultant Sourced, you will receive 5.0% of the gross proceeds (net of any sale tax and buyer's premium) of such Transaction (the "**Success Bonus**"). The Success Bonus will only be payable to you if you have not terminated this agreement in accordance with paragraph 9 below, the Receiver has not terminated this agreement for Cause, and you have added value. For greater certainty, you will still be entitled to the full Success Bonus if the Receiver has terminated this agreement for any reason other than for Cause. The term "**Consultant Sourced**" means that in the Receiver's discretion, acting reasonably, the Transaction arose and was consummated primarily as a result of you and/or Morley Myden having initially solicited the purchaser's interest in the Transaction. If a Transaction is substantially advanced prior to the end of the Consulting Period but not consummated until after that date, the Consultant shall be entitled to the Success Bonus provided that the Consultant has otherwise complied with the conditions of this paragraph (a "**Post Consulting Period Transaction**"). For any Post Consulting Period Transaction, the Receiver remains entitled to determine, in its sole discretion, whether such Transaction is Consultant Sourced.
7. Termination. The Receiver may terminate this agreement and all of its obligations under this agreement without advance notice, or payment in lieu of notice for any breach of this agreement by you or for anything that would constitute just cause at law ("**Cause**"). Either party may, at any time, in either party's absolute and sole discretion, upon providing five days' written notice, terminate this agreement. In the event of the termination of this agreement pursuant to this paragraph 7, notwithstanding any provisions hereunder to the contrary, the Consulting Period will end upon such termination of this agreement, and no sums will be payable hereunder by the Receiver thereafter, except any base compensation specified in paragraph 3 which is due for services performed prior to the date of termination of this agreement. The Success Bonus as provided for in paragraph 6 shall only be payable following termination of this agreement if the agreement is terminated by the Receiver other than for Cause.
8. Confidential Information. All intellectual property rights (including, without limitation, copyrights and trade secrets) to information and materials developed or owned by the Company and disclosed or supplied to you while performing the services under this agreement or during your previous employment with the Company shall belong exclusively to the Company. During the course of this agreement and thereafter, you shall hold in strictest confidence and not use in any manner whatsoever or disclose to any third person any Confidential Information other than in the normal and proper course of performing the services contemplated hereunder. Following the termination of this Agreement, you shall promptly return to the Company all copies of any tangible items, if any, which are or which contain Confidential Information. "**Confidential Information**" means information (and all

documents and other tangible items which record information) relating to the past, present or future research, development or business activities of the Company and/or the Receiver to which you may be exposed or have had access at any time while working for or on the Company's premises or while providing the services contemplated hereunder or during your previous employment with the Company, whether or not such information is identified as Confidential Information. However, the term "Confidential Information" shall not include any information (i) which becomes generally available to the public other than as a result of disclosure by you, or (ii) is rightfully disclosed to you by a third party without obligation of confidentiality.

9. Independent Contractor. Except as specifically provided in this agreement, you shall not be entitled to any commissions, fees, profits, salaries, reimbursements, or other compensation or remuneration during the Consulting Period, or thereafter, for any services performed by you during the Consulting Period. You shall not be deemed an employee of the Receiver or the Company but rather an independent contractor for all purposes. The Receiver shall not be obligated to make any deductions, withholdings or contributions for federal and provincial income tax, GST, government pension, employment insurance or any other similar source deductions or contributions ("**Taxes**"). You are responsible for deducting the applicable Taxes on any payments made to you pursuant to this agreement and remitting same to the Canada Revenue Agency or other applicable authority as prescribed by law.
10. Indemnity. In the event that Canada Revenue Agency or any other applicable authority, for whatever reason, seeks from the Receiver, Taxes with respect to payments made to you under this agreement, you agree to indemnify the Receiver the amount of any such Taxes (including applicable interest, fines and penalties on the Taxes) within 30 days after any such Taxes are payable by the Receiver.
11. Assignment. This agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, but neither this agreement nor any of the rights, interests or obligations hereunder shall be assigned by you.
12. Neutral Interpretation. This agreement constitutes the product of the negotiation of the parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof.
13. Dispute Resolution. In the event of a dispute between any of the parties hereto with respect to the subject matter hereof, such parties shall work in good faith to attempt to resolve such dispute. If the matter is not resolved within a reasonable period of time, the dispute shall be determined by the Court of Queen's Bench of Alberta within the Company's receivership proceedings.
14. Independent Legal Advice. Each of the parties hereto acknowledges that, in executing and delivering this Agreement, it has acted and continues to act freely and without duress. Each of the parties hereto confirms that it has had the benefit of independent legal advice in connection with the preparation and negotiation of this agreement.

15. Miscellaneous. This agreement shall be governed by, construed, applied and enforced in accordance with the laws of Alberta. This Agreement constitutes the entire agreement between the parties hereto and supersedes all previous negotiations, understandings and agreements whether oral or written with respect to the matters herein referred to. If any covenant or provision herein is determined to be unenforceable or void, it shall not be deemed to affect or impair the validity or enforceability of the remainder of this agreement.

Please confirm your agreement with the terms of this letter agreement by signing the provided duplicate copy and returning it to Jeff Keeble. We look forward to receiving your co-operation, input and assistance during the ongoing receivership.

Yours very truly,

Deloitte Restructuring Inc.,
in its capacity as interim receiver and receiver and manager of
Big Eagle Hydro-Vac Inc., Big Eagle Limited Partnership, Big
Eagle Hydro-Vac (North) Inc. and Big Eagle (North) Limited
Partnership, and not in its personal or corporate capacity

Per: [•]

AGREED AND ACCEPTED:

DATED at _____ this _____ day of June, 2015

Witness:

Signature:

Name:

Name: Christopher Anderson

SCHEDULE "C"

[Receiver's Letterhead]

June [8], 2015

Morley Myden
141 - Riverwood Close S.E.
Calgary, Alberta
T2C 3Z6

Dear Mr. Myden:

As you are aware, pursuant to the Order of the Court of Queen's Bench of Alberta dated June 8, 2015 (the "**Receivership Order**"), Deloitte Restructuring Inc. was appointed as receiver and manager (in such capacities, the "**Receiver**") of Big Eagle Hydro-Vac Inc., Big Eagle Limited Partnership, Big Eagle Hydro-Vac (North) Inc. and Big Eagle (North) Limited Partnership (collectively, the "**Company**").

The Receivership Order provides that the employment of all employees of the Company was terminated effective 5:00 p.m. on June 8, 2015.

In our capacity as Receiver and not in our corporate or personal capacity, we wish to retain your services and your valuable expertise on the following terms and conditions:

1. Consulting Period. You will be retained in an advisory and consulting capacity for the Company for a term commencing on your acceptance hereof and ending July 31, 2015 or such earlier date as this agreement is terminated in accordance with paragraph 9 (the "**Consulting Period**"). You understand and agree that you will not receive recognition or credit from the Receiver for your past service with the Company.
2. Duties. During the Consulting Period, you will perform such duties as directed by the Receiver or its sales agent, Realization Services, Inc., and as specified herein, to the best of your ability. Generally, your role is to assist the Receiver and the sales agent in maximizing sales and recoveries of the Company's assets.
3. Base Compensation. The Receiver will pay you the same daily base compensation that you were paid by the Company immediately prior to the Receiver's appointment of \$1,384.00 per day worked, which figure includes the same parking and vehicle allowance provided to you by the Company immediately prior to the Receiver's appointment. Such fees will be paid in arrears on the 15th and 30th day of each month commencing on June 15, 2015.
4. Schedule. You will work three days per week in June, specifically, every Tuesday, Wednesday and Thursday in June. You will work two days per week in July, specifically, every Tuesday and Wednesday in July. You will work 8 hours per day on each such day.

During such time, you will render your full time and attention to the advisory and consulting services as set out in paragraph 2.

5. Benefits. No insurance or other benefits will be provided to you.
6. Initial Retainer. In addition to all other compensation provided herein, you will be paid \$15,000 as a one-time lump sum payment immediately upon your acceptance of this offer.
7. Retention Bonus. In addition to all other compensation provided herein, you will be paid \$15,000 as a one-time lump sum payment (the "**Retention Bonus**") on July 2, 2015 if you have not terminated this Agreement in accordance with paragraph 9 below and the Receiver has not terminated this agreement for Cause (as defined below).
8. Success Bonus. In addition to all other compensation provided herein, in the event that the Receiver completes a sale of any of the Company's equipment (a "**Transaction**"), and such Transaction was Consultant Sourced, you will receive 2.5% of the gross proceeds (net of any sale tax and buyer's premium) of such Transaction (the "**Success Bonus**"). The Success Bonus will be payable to you if you have not terminated this Agreement in accordance with paragraph 9 below, the Receiver has not terminated this agreement for Cause, and you have added value. For greater certainty, you will still be entitled to the full Success Bonus if the Receiver has terminated this agreement for any reason other than for Cause. The term "**Consultant Sourced**" means that in the Receiver's discretion, acting reasonably, the Transaction arose and was consummated primarily as a result of you and/or Chris Anderson having initially solicited the purchaser's interest in the Transaction. If a Transaction is substantially advanced prior to the end of the Consulting Period but not consummated until after that date, the Consultant shall be entitled to the Success Bonus provided that the Consultant has otherwise complied with the conditions of this paragraph (a "**Post Consulting Period Transaction**"). For any Post Consulting Period Transaction, the Receiver remains entitled to determine, in its sole discretion, whether such Transaction is Consultant Sourced.
9. Termination. The Receiver may terminate this agreement and all of its obligations under this agreement without advance notice, or payment in lieu of notice for any breach of this agreement by you or for anything that would constitute just cause at law ("**Cause**"). Either party may, at any time, in either party's absolute and sole discretion, upon providing five days' written notice, terminate this agreement. In the event of the termination of this agreement pursuant to this paragraph 9, notwithstanding any provisions hereunder to the contrary, the Consulting Period will end upon such termination of this agreement, and no sums will be payable hereunder by the Receiver thereafter, except any base compensation specified in paragraph 3 which is due for services performed prior to the date of termination of this agreement. The Retention Bonus as provided for in paragraph 7 and the Success Bonus as provided for in paragraph 8 shall only be payable following termination of this agreement if the agreement is terminated by the Receiver other than for Cause.
10. Confidential Information. All intellectual property rights (including, without limitation, copyrights and trade secrets) to information and materials developed or owned by the Company and disclosed or supplied to you while performing the services under this agreement or during your previous employment with the Company shall belong exclusively

to the Company. During the course of this agreement and thereafter, you shall hold in strictest confidence and not use in any manner whatsoever or disclose to any third person any Confidential Information other than in the normal and proper course of performing the services contemplated hereunder. Following the termination of this agreement, you shall promptly return to the Company all copies of any tangible items, if any, which are or which contain Confidential Information. "**Confidential Information**" means information (and all documents and other tangible items which record information) relating to the past, present or future research, development or business activities of the Company and/or the Receiver to which you may be exposed or have had access at any time while working for or on the Company's premises or while providing the services contemplated hereunder or during your previous employment with the Company, whether or not such information is identified as Confidential Information. However, the term "Confidential Information" shall not include any information (i) which becomes generally available to the public other than as a result of disclosure by you, or (ii) is rightfully disclosed to you by a third party without obligation of confidentiality.

11. Independent Contractor. Except as specifically provided in this agreement, you shall not be entitled to any commissions, fees, profits, salaries, reimbursements, or other compensation or remuneration during the Consulting Period, or thereafter, for any services performed by you during the Consulting Period. You shall not be deemed an employee of the Receiver or the Company but rather an independent contractor for all purposes. The Receiver shall not be obligated to make any deductions, withholdings or contributions for federal and provincial income tax, GST, government pension, employment insurance or any other similar source deductions or contributions ("**Taxes**"). You are responsible for deducting the applicable Taxes on any payments made to you pursuant to this agreement and remitting same to the Canada Revenue Agency or other applicable authority as prescribed by law.
12. Indemnity. In the event that Canada Revenue Agency or any other applicable authority, for whatever reason, seeks from the Receiver, Taxes with respect to payments made to you under this agreement, you agree to indemnify the Receiver the amount of any such Taxes (including applicable interest, fines and penalties on the Taxes) within 30 days after any such Taxes are payable by the Receiver.
13. Assignment. This agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, but neither this agreement nor any of the rights, interests or obligations hereunder shall be assigned by you.
14. Neutral Interpretation. This agreement constitutes the product of the negotiation of the parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof.
15. Dispute Resolution. In the event of a dispute between any of the parties hereto with respect to the subject matter hereof, such parties shall work in good faith to attempt to resolve such dispute. If the matter is not resolved within a reasonable period of time, the dispute shall be determined by the Court of Queen's Bench of Alberta within the Company's receivership proceedings.

16. Independent Legal Advice. Each of the parties hereto acknowledges that, in executing and delivering this agreement, it has acted and continues to act freely and without duress. Each of the parties hereto confirms that it has had the benefit of independent legal advice in connection with the preparation and negotiation of this agreement.
17. Miscellaneous. This agreement shall be governed by, construed, applied and enforced in accordance with the laws of Alberta. This Agreement constitutes the entire agreement between the parties hereto and supersedes all previous negotiations, understandings and agreements whether oral or written with respect to the matters herein referred to. If any covenant or provision herein is determined to be unenforceable or void, it shall not be deemed to affect or impair the validity or enforceability of the remainder of this agreement.

Please confirm your agreement with the terms of this letter agreement by signing the provided duplicate copy and returning it to Jeff Keeble. We look forward to receiving your co-operation, input and assistance during the ongoing receivership.

Yours very truly,

Deloitte Restructuring Inc.,
in its capacity as interim receiver and receiver and manager of
Big Eagle Hydro-Vac Inc., Big Eagle Limited Partnership, Big
Eagle Hydro-Vac (North) Inc. and Big Eagle (North) Limited
Partnership, and not in its personal or corporate capacity

Per: [•]

AGREED AND ACCEPTED:

DATED at _____ this _____ day of June, 2015

Witness:

Signature:

Name:

Name: Morley Myden

SCHEDULE "D"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that., the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Big Eagle Hydro-Vac Inc. , Big Eagle Limited Partnership, Big Eagle Hydro-Vac (North) Inc., and Big Eagle (North) Limited Partnership appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the ____ day of _____, _____ (the "Order") made in action number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ●.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

Deloitte Restructuring Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title: