

CLERK OF THE COURT
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JUN 12 2017
JUDICIAL CENTRE
OF CALGARY

RECEIVER'S CERTIFICATE

COURT FILE NUMBER 1601-10510

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT ROYAL BANK OF CANADA.

RESPONDENT MJ'S WATER HAULING CO. LTD., 1825377
ALBERTA LTD., DARREN BISHOP, VANESSA
BISHOP, 1521580 ALBERTA LTD.

DOCUMENT RECEIVER'S CERTIFICATE

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

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File No.: 48086-00025

RECITALS

- A. Pursuant to an Order of the Honourable Justice C. Dario of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated August 10, 2016, Grant Thornton Limited was appointed as the receiver (the "Receiver") of the undertaking, property and assets of MJ's Water Hauling Co. Ltd. and 1825377 Alberta Ltd. (the "Debtor").
- B. Pursuant to an Order of the Court dated April 24, 2017, the Court approved the agreement of purchase and sale made as of April 18, 2017 (the "Sale Agreement") between the Receiver and 2015166 Alberta Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased

Assets; (ii) that the conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 2 and 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at 12:30 a.m./p.m. on May 16, 2017.

Grant Thornton Limited, in its capacity as Receiver of the undertaking, property and assets of MJ's Water Hauling Co. Ltd. and 1825377 Alberta Ltd., and not in its personal capacity.

Per: [Signature]
Name: Andrew Baur
Title: SVP