

BANKRUPTCY ESTATE      25-2004629  
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COURT FILE NO.

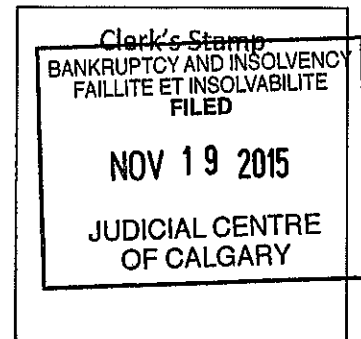
COURT                      COURT OF QUEEN'S BENCH OF ALBERTA  
(IN BANKRUPTCY AND INSOLVENCY)

JUDICIAL CENTRE          CALGARY

BANKRUPTCY MATTER      **IN THE MATTER OF THE BANKRUPTCY OF  
HC PIPER MANUFACTURING INC.**

DOCUMENT                APPROVAL AND VESTING ORDER  
(Sale by Trustee)

ADDRESS FOR SERVICE    **Fasken Martineau DuMoulin LLP**  
AND CONTACT              Barristers & Solicitors  
INFORMATION OF          3400 First Canadian Centre  
PARTY FILING THIS        350 – 7<sup>th</sup> Avenue S.W.  
DOCUMENT                  Calgary, AB T2P 3N9  
  
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File No. 285937.00006



**DATE ON WHICH ORDER WAS PRONOUNCED: November 19, 2015**

**LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, AB**

**NAME OF JUSTICE WHO MADE THIS ORDER: Justice A. D. MacLeod**

UPON THE APPLICATION by Alvarez & Marsal Canada Inc. in its capacity as the Trustee in Bankruptcy (the "**Trustee**") of HC Piper Manufacturing Inc. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an Offer (the "**Offer**") made by Hilco Acquisitions Canada ULC (the "**Purchaser**") dated November 9, 2015 and appended to the First Report of the Trustee dated November 13, 2015 (the "**Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and

interest in and to the assets described in the Offer (the "**Purchased Assets**"); **AND UPON HAVING READ** the Bankruptcy Assignment dated June 11, 2015 (the "**Assignment**"), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Trustee and counsel to other interested parties.

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

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

**APPROVAL OF TRUSTEE'S ACTIONS**

2. The actions of the Trustee to date as reported on the First Report are hereby ratified and approved.

**APPROVAL OF TRANSACTIONS**

3. The Transaction is hereby approved, and the acceptance and execution of the Offer by the Trustee is hereby authorized and approved, with such minor amendments as the Trustee may deem necessary. The Trustee is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser (or its nominee).

**VESTING OF PROPERTY**

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

6. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (to be held in a trust account by the Trustee) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
7. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
8. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
9. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
10. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Trustee or the Debtor.
11. The Trustee is to file with the Court a copy of the Trustee's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).
12. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* and section 20(e) of the Alberta *Personal Information Protection Act*, the Trustee is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees, including personal information of those employees listed in the Sale Agreement. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.
13. Notwithstanding:

The pendency of these proceedings;

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

Any assignment in bankruptcy made in respect of the Debtor

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

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

#### MISCELLANEOUS MATTERS

15. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Trustee and its agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.
16. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
17. Service of this Order on any party not attending this application is hereby dispensed with.

"A. D. Macleod"  
 \_\_\_\_\_  
 J.C. C.Q.B.A.

# **SCHEDULE “A”**

To the Approval and Vesting Order

**Schedule "A"****Form of Trustee's Certificate**

COURT FILE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

PLAINTIFF

DEFENDANT

DOCUMENT

**TRUSTEE'S CERTIFICATE**

Clerk's Stamp

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice **[Name]** of the Court of Queen's Bench of Alberta, Judicial District of \_\_\_\_\_ (the "Court") dated **[Date of Order]**, **[Name of Trustee]** was appointed as the Trustee (the "Trustee") of the undertaking, property and assets of **[Debtor]** (the "Debtor").
- B. Pursuant to an Order of the Court dated **[Date]**, the Court approved the agreement of purchase and sale made as of **[Date of Agreement]** (the "Sale Agreement") between the Trustee and **[Name of Purchaser]** (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 Trustee 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 Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Trustee.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE TRUSTEE CERTIFIES** the following:

1. The Purchaser (or its nominee) has paid and the Trustee 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 section \* of the Sale Agreement have been satisfied or waived by the Trustee and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Trustee.
4. This Certificate was delivered by the Trustee at **[Time]** on **[Date]**.

**[Name of Trustee], in its capacity as Trustee of the undertaking, property and assets of [Debtor], and not in its personal capacity.**

**Per;** \_\_\_\_\_

**Name:**

**Title:**

# **SCHEDULE “B”**

To the Approval and Vesting Order

HC Piper Asset Listing

Item #	Qty.	Description
1		Assorted inventory and stainless steel contents on pallet racking & floor consisting of: large valves, flanges, elbows, Etc. <i>excluding any</i>
2		Omega 7.5 hp vertical air compressor
3		Lincoln model Idealero DC-800 electric powered welder c/w Lincoln wire feeder on cart
4		Lincoln model Ranger 250 GXT portable diesel powered welder c/w leads & steel safety frame
5		Raymond electric powered reach truck c/w battery charger
6		Stainless steel fittings, sturdy trays etc on pallet racking
7		(5) Sturdy aluminum trays
8		Stainless steel elbows
9		(5) Miller assorted electric powered welders on pallets
10		Five gallon pails of stainless steel hardware
11		JLG model G10-55A boom type forklift
12		International model 4800 tandem axle flat deck truck p/w DT-486E diesel powered engine
13		Shop press, ladders, tripod vice & assorted tooling
14		Case model 440 Series 3 skid steer loader
15		Toyota model 35 forklift, gas powered, cushion tires, short mast, 10,000 lbs capacity
16		Skyjack model S3111-3219 electric powered scissor lifts
17		Steel storage rack c/w assorted lifting chains, nylon slings, shackles & beam clamps, Etc.
18		Electric powered welding positioner c/w foot controller mounted on cart

*Meq or ETA contract related inventory or materials.*



HC Pipor Asset Listing		
Item #	Qty.	Description
19		Miller model XMT 304 electric powered welder
20		Miller model PipeWorx electric powered welder c/w Miller twin feed wire feeder, digital read-out & mounted on cart
21		Contents of welding area, steel table, c/a set, Miller welder c/w twin head wire feeder etc.
22		Custom built fixed head welding positioner c/w adjustable height setting
23		2012 Redrock model MV6050-PT rail mounted manipulator, 19.68' travel up, 18.4' travel E/W, 3/60/575 volts, Lincoln model AC/DC 1000 SD Power Wave power supply, controls
24		Redrock rail mounted electric powered tank turning rolls c/w idler
25		Lincoln model tig electric powered welder c/w Lincoln model LF-72 wire feeder, DRO, mounted on cart
26		Miller model Syncrowave 250 electric powered welder
27		Fixed head model PT 750 electric powered welding positioner, 2/1 F.L. Amps, 3/60/230/460 volts, s/n 070402102
28		Lincoln model Invertek 350 Pro welder
29		Assorted steel saw horses
30		Stainless steel scrap
31		Assorted old Miller welder, small tools, drill press,
32		(2) Electric powered tank turning rolls c/w idler
33		Pair of tank turning idlers
34		(2) Miller model Gold Star 302 electric powered welder, DRO, stand & leads
35		Plasma cutting system
36		(3) Gulico rod storage ovens



**HC Piper Asset Listing**

Item #	Qty.	Description
37		Lincoln model Invertek V350-Pro electric powered welder c/w Lincoln model LF-72 wire feeder, DRO mounted on cart
38		Miller model Maxtron 450 electric powered welder c/w wire feeder, DRO mounted on cart
39		Ridgid model 635 threader, floor type drill press, light stand, bench grinder
40		Miller model XMT 350 electric powered welder c/w Miller model 75 Series wire feeder c/w cart
41		Pallet racking c/w assorted electrical inventory
42		Lincoln model Precision Tig 275 electric powered welder, DRO, on casters
43		(2) Miller mig welders
44		Lincoln model Precision Tig 275 electric powered welder, DRO, on casters
45		(4) Assorted electric powered welders
46		2008 FabMaster model IW-135S,SD hydraulic powered Ironworker, 135 ton capacity, 15 hp, 3/60/440 volts, foot controller, 6"x8"x11/16 angle shearing capacity, s/n 362702
47		Skyjack model SJIII-3210 electric powered scissor lift
48		Contents of tool storage room consisting of: rod storage oven, welding wire, lock-up storage cages, tool chests, pallet racking, electric powered hand tools, magnetic portable drill, Miller welder, 5,000 lbs capacity pallet jack, etc.
50		Miller model XMT 350 electric powered welder c/w Miller model 22A wire feeder, DRO mounted on cart
51		Miller model XMT 350 electric powered welder c/w Miller model 22A wire feeder, DRO mounted on cart
53		2013 Omega portable air compressor



RC Piper Asset Listing

Item #	Qty.	Description
54		Miller model PipeWorx 400 electric powered welder c/w Miller twin feed wire feeder, digital read-out & mounted on cart
55		Custom built fixed head welding positioner c/w adjustable height setting
56		Lincoln model Power Tig 255 electric powered welder on casters
57		Miller model PipeWorx 400 electric powered welder c/w Miller twin feed wire feeder, digital read-out & mounted on cart
58		Custom built fixed head welding positioner c/w adjustable height setting
59		Miller model XMT 350 Series electric powered welder c/w Miller model 22A wire feeder, DRO mounted on cart
60		Miller model XMT 350 Series electric powered welder c/w Miller model 22A wire feeder, DRO mounted on cart
61		(3) Pipe stands
62		Miller model XMT 304 Series electric powered welder c/w Miller model 22A wire feeder, DRO mounted on cart
63		Miller model XMT 304 Series electric powered welder c/w Miller model 22A wire feeder, DRO mounted on cart
64		Welding positioner
65		Hyd-Mech model S-20 Series II metal cutting bandsaw
67		Lincoln model Vantage 300 welder
68		Air Compressor & dryer ? - excludes
		Outside Yard
69		20' long container c/w contents
70		Outdoor scrap in Yard Area
71		Stands & Jacks
72		15' container
73		I beam

compressor + related equipment that are fixtures.

**HC Piper Asset Listing**

Item #	Qty.	Description
74		Big Tex tandem axle flatdeck trailer
75		40' long blue shipping container
76		(2) Kone 5 ton capacity 50' span double girder overhead crane ways
77		Patriot forklift
78		(2) Sea containers
79		20' long sea container
80		Groove model MZ90C boom type manlift
81		Building w/ Hyd-Mech model S23 metal cutting bandsaw & chop saw
82		40' long shipping container w/ stainless steel piping
83		Dodge model Ram 2500 pick-up (Note not working)
84		Nuclear Measuring Gun <sup>Archives</sup> (needs permit)
85		All Office furnishings etc.

*excludes server & related in server room & Intellectual Property.*

*RN*

*[Signature]*