



Form 27  
Rule 6.3

COURT FILE NO. 1301-13468

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF CANADIAN IMPERIAL BANK OF COMMERCE

DEFENDANTS CAMERON CONSTRUCTION SERVICES LTD. and  
CAMERON VENTURE GROUP INC.

DOCUMENT APPLICATION

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION  
OF PARTY  
FILING THIS  
DOCUMENT

Gowling Lafleur Henderson LLP  
Suite 1600, 421 7th Avenue S.W.  
Calgary, Alberta T2P 4K9

Telephone (403) 298-1818  
Facsimile (403) 695-3558

File No. A133282

**Attention: Jeffrey Oliver**

**NOTICE TO RESPONDENT:**

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:

Date: April 4, 2014

Time: 2:00 p.m.

Where: Calgary Courts Centre

Before Whom: **The Honourable Madam Justice Eidsvik** –  
**Commercial List**

Go to the end of this document to see what you can do and when you must do it.

**Remedy claimed or sought:**

Deloitte Restructuring Inc. (the “**Receiver**”), in its capacity as receiver and manager of the current and future assets, undertakings and properties (collectively, the “**Property**”) of Cameron Construction Services Ltd. (“**CCS**”) and Cameron Venture Group Inc. (“**CVG**”) (collectively, the “**Debtors**”) pursuant to the Receivership Order of the Honourable Mr. Justice Stevens dated November 14, 2013 (the “**Receivership Order**”) applies for:

1. Orders substantially in the form attached hereto as Schedules “A” and “B”, respectively, for, *inter alia*, the following relief:
  - (a) approving the sale of a property located at Unit 5, 285145 Wrangler Way SE in Rocky View County, Alberta and legally described as Condominium Plan 0711654, Unit 5 and 1257 Undivided One Ten Thousandth Shares in the Common Property Excepting Thereout All Mines and Minerals (the “**Calgary Bay**”) pursuant to an agreement of purchase and sale (the “**Calgary Bay Sale Agreement**”) attached as an Appendix to the Confidential Supplement to the Third Report of the Receiver dated April 1, 2014 (the “**Confidential Supplement**”) and any chattels listed on Schedule “B” to the Calgary Bay Sale Agreement, together with any plans, permits and approvals received by or in the possession of the Receiver relating to the Calgary Bay, and vesting title to the Calgary Bay in and to the purchaser thereof free and clear of all claims, mortgages, charges, liens and other encumbrances, which claims will attach to the proceeds thereof;
  - (b) ordering and declaring that Division 4 of Part 6 of the *Alberta Rules of Court*, AR 124/2010 does not apply to this Application and sealing the Confidential Supplement on the Court file;

- (c) approving the actions of the Receiver as disclosed by the Third Report of the Receiver dated April 1, 2014 (the "**Third Report**") and the Confidential Supplement.
2. Such further and other relief as counsel for the Receiver may advise.

**Grounds for making this application:**

3. The Receiver was appointed as receiver and manager of the Property pursuant to the Receivership Order.

**Sale of the Calgary Bay**

4. CVG owns the Calgary Bay.
5. By agreement dated November 30, 2012, CVG retained Advent Commercial Real Estate Corporation, operating as NAI Advent ("**NAI**"), as broker to market the Calgary Bay for sale. This listing agreement covered the 6-month period from November 30, 2012 to May 31, 2013 and included an asking price of \$975,000. However, at the date of the Receivership Order, NAI advised that they were still marketing the Calgary Bay for sale and they had multiple "For Sale" signs in and around the area.
6. The Receiver discussed the sale and marketing of the Calgary Bay with the former listing broker, NAI, and obtained a new listing proposal from NAI as well as from Barclay Street Real Estate Ltd. ("**Barclay**") and Cushman & Wakefield Ltd. ("**Cushman**"). Neither NAI, Barclay or Cushman were aware of any interested buyers at that time and NAI indicated that it had not received any offers for the Calgary Bay during the 6 month period it had the listing from November 30, 2012 to May 31, 2013 or until the date of the Receivership Order.
7. The listing proposals submitted by NAI, Barclay and Cushman each recommended a listing price within a 6% range of the others, and the listing prices of two of the proposals were within \$1,000. The other general terms of the proposals were similar in nature. The Receiver ultimately selected Cushman to market the Calgary Bay for sale at an initial asking price of \$850,000 before GST.

8. No recent appraisal has been completed on the Calgary Bay.
9. In late January 2014, Cushman presented the Receiver with two offers on the Calgary Bay. Both offers were below the asking price and each contemplated including certain of the furniture and fixtures contained within the Calgary Bay as part of the purchase. Through its broker, the Receiver requested that each party submit their best offer for the Calgary Bay. Following negotiations, the Receiver entered into the Calgary Bay Sale Agreement with Earth Tek Landscape Construction Inc. ("**Earth Tek**"), on behalf of its nominee, 1709676 Alberta Ltd. ("**1709**"). The Calgary Bay Sale Agreement is attached as Appendix "A" to the Confidential Supplement.
10. The sale of the Calgary Bay is on an "as is where is" basis, subject to certain conditions as outlined in the Confidential Supplement, as well as Court approval. The sale is scheduled to close on or before April 15, 2014 or any other date as mutually agreed by Earth Tek and the Receiver.
11. Based on the Receiver's preliminary review of CVG's financial records and discussions with Mr. Cameron and other stakeholders, it appears that there are few, if any, creditors of CVG. The only potential creditor that the Receiver is aware of is CAT Financial Services Ltd. ("**CAT**"). The Receiver understands that CAT has a cross guarantee from CVG on assets leased by CCS. As the Receiver understands that all of the CAT leases in CVG are being assumed by third parties or are being paid out as part of the receivership, any debts should be minimal.
12. John Cameron, the former principal of Cameron Venture and one of the guarantors of the CIBC debt of the Debtors with his wife (the "**Guarantors**"), consented to the sale of the Calgary Bay and the sale terms contained within the Calgary Bay Sale Agreement when it was initially accepted by the Receiver. The Guarantors appear to be the primary parties that are impacted by the sale price of the Calgary Bay.
13. Mr. Cameron, through his counsel, has indicated that he may withdraw his consent to the sale of the Calgary Bay.

14. CIBC, as first secured creditor of CVG, has no objection to the sale of the Calgary Bay pursuant to the Calgary Bay Sale Agreement.
15. It is the Receiver's opinion that the sale of the Calgary Bay pursuant to the Calgary Bay Sale Agreement is commercially reasonable and is in the best interests of the estate. The Receiver also does not believe that further marketing of the Calgary Bay will yield a materially greater sale price.
16. In the circumstances, the Receiver recommends that the Calgary Bay Sale Agreement be accepted.
17. The Receiver will be making an application for an interim distribution of any proceeds of sale arising from the Calgary Bay Sale Agreement at a later date.

**Sealing Order**

18. The Receiver is concerned that the disclosure of the Calgary Bay Sale Agreement may undermine the Receiver's efforts to close that transaction. Further, in the event the Calgary Bay Sale Agreement does not close for any reason, the disclosure of the economic terms of this agreement may affect the Receiver's efforts to remarket the Calgary Bay. The Receiver therefore respectfully requests that this Honourable Court seal the Confidential Supplement until the Receiver files a certificate evidencing that the transaction contemplated by the Calgary Bay Sale Agreement has closed.

**Material or evidence to be relied on:**

19. Third Report of the Receiver, dated April 1, 2014;
20. Confidential Supplement to the Third Report of the Receiver, dated April 1, 2014; and
21. Such further and other grounds as counsel for the Receiver may advise.

**Applicable rules:**

22. Rules 1.2, 1.3, 6.28, and 13.5 of the *Alberta Rules of Court*.
23. Such further and other rules as counsel for the Receiver may advise.

**Applicable Acts and regulations:**

24. The *Bankruptcy and Insolvency Act* (Canada).
25. Such further and other acts and regulations as counsel for the Receiver may advise.

**Any irregularity complained of or objection relied on:**

26. None.

**How the application is proposed to be heard or considered:**

27. In person.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of this form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.



Clerk's Stamp

COURT FILE NUMBER 1301-13468

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF CANADIAN IMPERIAL BANK OF COMMERCE

DEFENDANTS CAMERON CONSTRUCTION SERVICES LTD. and CAMERON VENTURE GROUP INC.

DOCUMENT SALE APPROVAL AND VESTING ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Gowling Lafleur Henderson LLP  
1600, 421 7 Avenue SW  
Calgary, AB T2P 4K9Telephone 403-298-1818  
Facsimile 403-695-3558

File No. A133282

Attention: Jeffrey Oliver

DATE ON WHICH ORDER WAS PRONOUNCED: April 4, 2014

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice Eidsvik – Commercial List

UPON THE APPLICATION of Deloitte Restructuring Inc., in its capacity as receiver (the "Receiver") of the undertaking, property and assets of Cameron Construction Services Ltd. ("CCS") and Cameron Venture Group Inc. ("CVG"), for an order approving the agreement of purchase and sale made as of February 21, 2014 (the "Sale Agreement") between the Receiver as vendor and Earth Tek Landscape Construction Inc. ("Earth Tek") on behalf of its nominee, 1709676 Alberta Ltd. ("1709"), which Sale Agreement is appended as Appendix "A" to the Confidential Supplement to the Third Report of the Receiver dated April 1, 2014 (the "Confidential Supplement"), and vesting in 1709 the right, title and interest of CVG in and to



the lands and premises located at Unit 5, 285145 Wrangler Way SE in Rocky View County, Alberta and legally described as Condominium Plan 0711654, Unit 5 and 1257 Undivided One Ten Thousandth Shares in the Common Property Excepting Thereout All Mines and Minerals (the "**Lands**"), which Lands are evidenced by Land Title Certificate No. 081 302 682, a copy of which is attached hereto as **Schedule "B"**, and any chattels listed in Schedule "B" to the Sale Agreement, together with any plans, permits and approvals received by or in the possession of the Receiver relating to the Lands (collectively, the "**Property**"); **AND UPON** having read the Third Report of the Receiver dated April 1, 2014 (the "**Third Report**"), the Confidential Supplement, and the Affidavit of Service of Richard Comstock, filed; **AND UPON HEARING** counsel for the Receiver and other interested parties;

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

1. The time for service of the within application and the Report in respect of the application is hereby abridged to the date of actual service and that service is hereby approved, and that the application is properly returnable today and further service of the application and supporting materials is hereby dispensed with.

**Definitions**

2. Capitalized terms that are not defined herein shall have the meaning as defined in the Sale Agreement.

**Approval of Sale Agreement**

3. The transaction contemplated by the Sale Agreement (the "**Transaction**") and the Sale Agreement are hereby approved, and the Sale Agreement is commercially reasonable and in the best interests of CVG, CCS and their stakeholders. The acceptance and execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver 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 and for the conveyance of the Property to 1709.

### Vesting of Property

4. Upon the delivery of a Receiver's Certificate to 1709 substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of CVG's right, title and interest in and to the Property shall vest absolutely in 1709, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, 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: (i) any Claims of the Defendants; (ii) Interest No. 121 133 785, being a mortgage held Canadian Imperial Bank of Commerce; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system (collectively, (i) to (iii) above shall be collectively referred to as the "**Encumbrances**"), and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Property are hereby expunged and discharged as against the Property.
5. In relation to the Lands, and for greater certainty:
- (a) Notwithstanding section 191(1) of the *Land Titles Act* (Alberta), the Registrar of the South Alberta Land Registration District, upon being presented with a certified copy this Order, together with a copy of a certificate substantially in the form of the Receiver's Certificate, shall be and is hereby directed to cancel Certificate of Title No. 081 302 682, relating to the Lands legally described as:
- Condominium Plan 0711654  
Units 5 and 1257 Undivided One Ten Thousandth Shares in the Common Property  
Excepting Thereout All Mines and Minerals
- and issue a new Certificate of Title to the Lands in the name of 1709, free and clear of all encumbrances, save and except the following permitted encumbrances (collectively, the "**Permitted Encumbrances**"):

Interest Number	Particulars
041301031	Encumbrance
041301032	Restrictive Covenant
061065606	Utility Right of Way
061065608	Caveat Re: Deferred Services Agreement

- (b) For greater certainty, subject only to the Permitted Encumbrances, 1709 shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in relation to any Claims.
6. Presentment of a certified copy of this Order together with the Receiver's Certificate shall be the Registrar's sole and sufficient authority to cancel the existing title and registrations of encumbrances thereon and to issue a new title and register a transfer of interests in land to and in the name of 1709 in accordance with paragraph 5 hereof.
  7. For the purposes of determining the nature and priority of the Claims, the net proceeds from the sale of the Property (the "**Proceeds**") shall stand in the place and stead of the Property, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the Proceeds with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
  8. The Receiver shall not distribute the Proceeds without further order of this Honourable Court.
  9. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.
  10. Nothing in this Order shall prejudice any person's *in personam* claim against CVG.
  11. 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 Property in 1709 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 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.

### **Miscellaneous**

12. The Receiver, Earth Tek and 1709 are at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to, and in carrying out the terms of this Order and the transactions contemplated herein.
13. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories, 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.

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J.C.C.Q.B.A.

**SCHEDULE "A" - RECEIVER'S CERTIFICATE**

COURT FILE NUMBER	1301 – 13468	Clerk's Stamp:
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	CANADIAN IMPERIAL BANK OF COMMERCE	
DEFENDANTS	CAMERON CONSTRUCTION SERVICES LTD. and CAMERON VENTURE GROUP INC.	
DOCUMENT	<b>RECEIVER'S CERTIFICATE</b>	

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Gowling Lafleur Henderson LLP  
 1600, 421 – 7<sup>th</sup> Avenue S.W.  
 Calgary, Alberta, T2P 4K9  
 Lawyer: Jeffrey Oliver  
 Phone Number: (403) 298-1818  
 Fax Number: (403) 695-3558  
 Email Address: jeffrey.oliver@gowlings.com  
 File No.: A133282

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Stevens of the Court of Queen's Bench of Alberta (the "**Court**") dated November 14, 2013, Deloitte Restructuring Inc. was appointed as the receiver (in such capacity, the "**Receiver**") of all the undertaking, property and assets of Cameron Venture Group Inc. (the "**Debtor**").

B. Pursuant to an Order of the Court dated April 1, 2014, the Court approved the agreement of purchase and sale made as of February 21, 2014 (the "**Sale Agreement**") between the Receiver and Earth Tek Landscape Construction Inc. on behalf of its nominee, 1709676 Alberta Ltd. ("**1709**") and provided for the vesting in the 1709 of the Debtor's right, title and interest in and to the Property, which vesting is to be effective with respect to the Property upon the delivery by the Receiver to 1709 of a certificate confirming (i) the payment by 1709 of the Purchase Price for the Property; (ii) that the conditions to Closing as set out in Articles 5.0 and 6.0 of the Sale Agreement have been satisfied or waived; 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. 1709 has paid and the Receiver has received the Purchase Price for the Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Articles 5.0 and 6.0 of the Sale Agreement have been satisfied or waived; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver to 1709 at ●:00am/pm on ●, 2014.

**Deloitte Restructuring Inc.**, solely in its capacity as court-appointed receiver of the undertaking, property and assets of **Cameron Venture Group Inc.**, and not in its personal capacity

Per:

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Jeff Keeble, CA, CIRP, CBV  
Partner, Restructuring Services



SCHEDULE "B"

LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0032 337 131              0711654;5                      081 302 682

LEGAL DESCRIPTION

CONDOMINIUM PLAN 0711654

UNIT 5

AND 1257 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;28;23;31;S

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 071 327 821

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REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
081 302 682	18/08/2008	TRANSFER OF LAND	\$769,695	SEE INSTRUMENT

OWNERS

CAMERON VENTURE GROUP INC.  
OF 1923 BAY SHORE ROAD SW  
CALGARY  
ALBERTA T2V 3M3

(DATA UPDATED BY: CHANGE OF NAME 081419573)

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ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
041 301 031	12/08/2004	ENCUMBRANCE ENCUMBRANCEE - PATTON INDUSTRIAL CENTRE OWNERS' ASSOCIATION. R.R. #7 CALGARY ALBERTA T2P2G7
041 301 032	12/08/2004	RESTRICTIVE COVENANT

( CONTINUED )

## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
061 065 606	13/02/2006	UTILITY RIGHT OF WAY GRANTEE - TELUS COMMUNICATIONS INC. 411-1 STREET S.E, CALGARY ALBERTA T2G4Y5 GRANTEE - SHAW CABLESYSTEMS LIMITED. 900, 630-3 AVE SW CALGARY ALBERTA T2P4L4 GRANTEE - ATCO GAS AND PIPELINES LTD. 909 11 AVE SW CALGARY ALBERTA T2R1L8 GRANTEE - ENMAX POWER CORPORATION. 141 50 AVE SE CALGARY ALBERTA T2G4S7 AS TO PORTION OR PLAN:0610499
061 065 608	13/02/2006	CAVEAT RE : DEFERRED SERVICES AGREEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. 911 - 32ND AVENUE N E CALGARY ALBERTA T2M4L6
121 133 785	01/06/2012	MORTGAGE MORTGAGEE - CANADIAN IMPERIAL BANK OF COMMERCE. 309-8TH AVENUE S.W., CALGARY ALBERTA T2P1C6 ORIGINAL PRINCIPAL AMOUNT: \$696,000

\* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL  
PLAN SHEET

TOTAL INSTRUMENTS: 005



THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 31 DAY OF MARCH,  
2014 AT 07:35 A.M.

ORDER NUMBER: 25623146

CUSTOMER FILE NUMBER: A133282/LAB



\*END OF CERTIFICATE\*

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THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



SCHEDULE "B"

Rule 9.1

Clerk's Stamp

COURT FILE NUMBER 1301-13468

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF CANADIAN IMPERIAL BANK OF COMMERCE

DEFENDANTS CAMERON CONSTRUCTION SERVICES LTD. and CAMERON VENTURE GROUP INC.

DOCUMENT **SEALING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Gowling Lafleur Henderson LLP  
1600, 421 7 Avenue SW  
Calgary, AB T2P 4K9

Telephone 403-298-1818  
Facsimile 403-695-3558

File No. A133282

Attention: **Jeffrey Oliver**

DATE ON WHICH ORDER WAS PRONOUNCED: April 4, 2014

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice Eidsvik -- Commercial List

**UPON THE APPLICATION** of Deloitte Restructuring Inc., in its capacity as receiver (the "Receiver") of the undertaking, property and assets of Cameron Construction Services Ltd. ("CCS") and Cameron Venture Group Inc. ("CVG"); **AND UPON** having read the Third Report of the Receiver dated April 1, 2014 (the "Third Report"), the Confidential Supplement to the Third Report of the Receiver dated April 1, 2014 (the "Confidential Supplement"), and the Affidavit of Service of Richard Comstock, filed; **AND UPON HEARING** counsel for the Receiver and other interested parties;

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

1. Service of the Notice of Application, Third Report and supporting materials is deemed to be good and sufficient.
2. Division 4 of Part 6 of the Alberta Rules of Court does not apply to this Application.
3. The Confidential Supplement shall, until the filing of the Receiver's Certificate contemplated by paragraph 9 of the Sale Approval and Vesting Order relating to the sale of real property in Calgary, Alberta in these proceedings dated April 4, 2014, be sealed and kept confidential, 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 Second Report in a sealed envelope, which shall clearly be marked "SEALED PURSUANT TO THE ORDER OF THE HON. MADAM JUSTICE EIDSVIK DATED APRIL 4, 2014".

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J.C.C.Q.B.A.