



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 4K9

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

File No. A133282

Attention: Jeffrey Oliver

I hereby certify this to be a true copy of the original order
 Dated this 4 day of April 2014

 for Clerk of the Court

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.



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	RECEIVER'S CERTIFICATE	

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Gowling Lafleur Henderson LLP
 1600, 421 – 7th 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: _____

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

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)

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

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

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).