

COURT FILE NUMBER 1301-13468

COURT COURT OF QUEEN'S BENCH OF ALBERTA

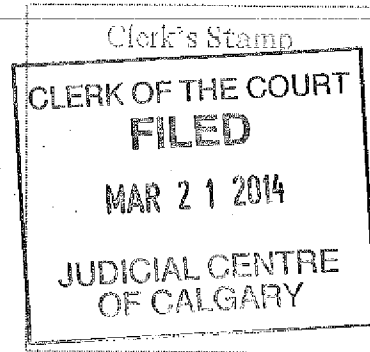
JUDICIAL CENTRE CALGARY

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 Street 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 21 day of March 2014
 [Signature]
 for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: March 21, 2014

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Jeffrey – 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 March 18, 2014 (the "Sale Agreement") between the Receiver as vendor and Charlie Tango LLC as the purchaser (the "Purchaser"), which Sale Agreement is appended as Appendix "B" to the Confidential ^{Supplement} Addendum to the Second Report of the Receiver dated March 18, 2014 (the "Confidential Second Report"), and vesting in the Purchaser the right, title and interest of CCS in and to a 2007 R44 Raven II helicopter, s/n 11693, C-FMYD


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; and (ii) 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 (ii) above shall be 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. 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.
6. The Receiver shall not distribute the Proceeds without further order of this Honourable Court.
7. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.
8. Nothing in this Order shall prejudice any person's *in personam* claim against CCS.
9. 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 the Purchaser 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

10. The Receiver and the Purchaser 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.
11. 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

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JUDICIAL CENTRE CALGARY

Clerk's Stamp:

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

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 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 March 21, 2014, the Court approved the agreement of purchase and sale made as of March 18, 2014 (the "Sale Agreement") between the Receiver and Charlie Tango LLC (the "Purchaser") and provided for the vesting in the Purchaser 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 the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Property; (ii) that the conditions precedent as set out in section 7 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. The Purchaser 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 precedent as set out in section 7 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 the Purchaser at 9:00am/pm on 9, 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