

I hereby certify this to be a true copy of
the original ORDER

Dated this 17 day of June 2014

for Clerk of the Court

Rule 9.1

Clerk's Stamp

CLERK OF THE COURT
FILED

JUN 17 2014

JUDICIAL CENTRE
OF CALGARY

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

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File No. A133282

Attention: Jeffrey Oliver

DATE ON WHICH ORDER WAS PRONOUNCED: June 17, 2014

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice LoVecchio -
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 asset purchase
and sale agreement made as of June 11, 2014 (the "Sale Agreement") between the Receiver as

vendor and Advance Building Systems Ltd. ("**Advance**") as purchaser, which Sale Agreement is appended as Appendix "B" to the Confidential Supplement to the Fifth Report of the Receiver dated June 11, 2014 (the "**Confidential Supplement**"), and vesting in Advance the right, title and interest of CCS in and to the Assets, as that term is defined in the Sale Agreement (the "**Assets**"); AND UPON having read the Fifth Report of the Receiver dated June 11, 2014 (the "**Fifth 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 Fifth 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 Assets to Advance.

Vesting of Property

4. Upon the delivery of a Receiver's Certificate to Advance substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of CCS' right, title and interest in and to the Assets shall vest absolutely in Advance, free and clear of and

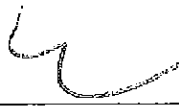
from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, 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) 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 Assets are hereby expunged and discharged as against the Assets.

5. For the purposes of determining the nature and priority of the Claims, the net proceeds from the sale of the Assets (the "Proceeds") shall stand in the place and stead of the Assets, 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 Assets immediately prior to the sale, as if the 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.
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 CCS and any bankruptcy order issued pursuant to any such applications, and any assignment in bankruptcy made in respect of CCS, the vesting of the Property in Advance pursuant to this Order shall be binding on any trustee in bankruptcy that may be

appointed in respect of CCS and shall not be void or voidable by creditors of CCS, 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 Advance 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.