

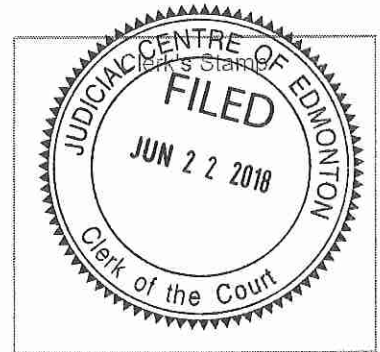
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for Clerk of the Court

COURT FILE NO. 1703 12327

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON



IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF 667402 ALBERTA
LTD., 18512398 ALBERTA LTD., 816956 ALBERTA LTD., 1371047 ALBERTA
LTD. and 1919209 ALBERTA LTD.

DOCUMENT **ORDER ADDING APPLICANT, EXTENDING THE STAY OF PROCEEDINGS,
AND VESTING TITLE**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
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DOCUMENT

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File #204-196164
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DATE ON WHICH ORDER WAS PRONOUNCED: June 21, 2018

LOCATION OF HEARING: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice K.G. Nielsen

UPON THE APPLICATION of Ernst & Young Inc. in its capacity as the Monitor (the "Monitor") of 667402 Alberta Ltd. ("667"), 18512398 Alberta Ltd. ("185"), 816956 Alberta Ltd. ("816"), 1371047 Alberta Ltd. ("137"), and 1919209 Alberta Ltd. ("191") (collectively the "Applicants") filed on June 11, 2018 to extend the stay of proceedings, add Canada North Group LP Holdings Ltd. as an Applicant to these proceedings, and to provide a Vesting Order in respect of certain Dorms in favour of Komplexe Modular Solutions Ltd. (the "Purchaser"), amongst other relief sought; AND UPON having read the Fifteenth Report of the Monitor and the Order of this Honourable Court dated April 20, 2018 (the "Expanded Powers Order"); AND UPON hearing from counsel for the Monitor and any other affected parties that may be present; **IT IS HEREBY ORDERED THAT:**

DEFINED TERMS

1. Capitalized terms not defined herein shall have the meanings ascribed to them in the Initial Order of this Court in these proceedings dated July 5, 2017 (the "Initial Order").

SERVICE

2. Service of the notice of application for this Order is hereby abridged and deemed good and sufficient and this application is properly returnable as of the date of this Order.

ADDING HOLDINGS AS APPLICANT IN THESE PROCEEDINGS

3. These proceedings are amended such that Canada North Group LP Holdings Ltd. be and is hereby added as an Applicant and the title of these proceedings is accordingly amended to:

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
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LTD., 18512398 ALBERTA LTD., 816956 ALBERTA LTD., 1371047 ALBERTA
LTD., 1919209 ALBERTA LTD. AND CANADA NORTH GROUP LP HOLDINGS
LTD.

4. The Court discharges the Monitor from the requirement to publish a notice with respect to Canada North Group LP Holdings Ltd. pursuant to s. 23(1)(a)(i) of the Companies' Creditors Arrangement Act, RSC 1985, c. C36, as amended.
5. Canada North Group LP Holdings Ltd. is hereby included in the definition of "Applicants" defined in the Initial Order as of the date of this Order.
6. The authority and powers granted to the Monitor in respect of Canada North Group LP Holdings Ltd. shall be the same as was granted to the Monitor in the Initial Order and Expanded Powers Order in respect of the other Applicants.
7. The addition of Canada North Group LP Holdings Ltd. as an Applicant is without prejudice to the parties affected by the addition of Canada North Group LP Holdings Ltd. to make later application to the Court pursuant to the Allocation provision of the Initial Order which reads:

47. Any Interested Person may apply to this Court on notice to any other party likely to be affected, for an order to allocate the Administration Charge, the Interim Lender's Charge and the Director's Charge amongst the various assets comprising the Property.

EXTENSION OF STAY

8. The Stay Period as referred to and defined in paragraph 13 of the Initial Order is hereby extended to and including December 31, 2018.

VESTING OF THE DORMS

9. The Agreement between the Monitor and Aurora Lodging Inc. ("Aurora") dated June 18, 2018 attached as Schedule "A" to the Fifteenth Report of the Monitor (the "Proceeds Agreement") in respect of the dorms listed in Schedule "B" of this Order (the "Purchased Assets") is hereby approved.
10. Upon the Monitor receiving from Purchaser (or its nominee) the full purchase price for the Purchased Assets it shall deliver to Aurora and the Purchaser a Monitor's certificate substantially in the form set out in Schedule "A" hereto (the "Monitor's Certificate").

11. The Monitor 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 Proceeds Agreement or for the conveyance of the DORMS to the Purchaser (or its nominee).
12. Upon the delivery of the Monitor's Certificate to Aurora and the Purchaser (or its nominee), all of Aurora and the Applicants' right, title and interest in and to the Purchased Assets 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:
 - (a) any encumbrances or charges created by the Initial Order;
 - (b) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Alberta) or any other personal property registry system, but excluding the permitted encumbrances listed on Schedule "C"; and,for greater certainty, this Court orders that all of the Claims or Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
13. 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 an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor'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.
14. The Purchaser (and its nominee) shall, by virtue of the completion of the purchase of the Purchased Assets, have no liability of any kind whatsoever in respect of any Claims against the Applicants or Aurora.
15. The Applicants and Aurora, and all persons who claim by through or under the Applicants or Aurora 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).
16. Immediately after the closing of the sale of the Purchased Assets to the Purchaser (or its nominee), the holders of the Permitted Encumbrances shall have no claim whatsoever against the Monitor, Aurora or the Applicants.
17. The Monitor is to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to Aurora and the Purchaser (or its nominee).
18. From and after the filing of the Monitor's Certificate, any and all persons with financing statements registered at Personal Property Registry for the Province of Alberta in respect of the Applicants or Aurora shall, within ten (10) days of receipt of a notice from the Monitor or the Monitor's solicitors, discharge their Claims registered at the Personal Property Registry against the serial numbered goods sold as part of the Purchased Assets and shall provide evidence of such discharge to the solicitors for the Monitor. If such party shall fail to affect such discharge within the time stipulated

herein, then the solicitors for the Monitor are authorized to discharge from the Personal Property Registry any Claim registered against any of the Personal Property being purchased by the Purchasers, to the extent the security interest is registered against the interest of the Applicants or Aurora.

19. Notwithstanding:

- (a) The pendency of these proceedings;
- (b) Any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of one or more of the Applicants or Aurora, and any bankruptcy order issued pursuant to any such applications; and
- (c) Any assignment in bankruptcy made in respect of one or more of the Applicants or Aurora

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 Applicants or Aurora and shall not be void or voidable by creditors of the Applicants or Aurora, 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.

20. The Monitor, Aurora, 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 sale of the Purchased Assets.

FOREIGN ASSISTANCE

21. 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 Applicants, the Monitor and their respective agents in carrying out the terms of this Order.

APPROVAL OF REPORTS AND ACTIVITIES

22. The Fifteenth Report of the Monitor, and the activities of the Monitor outlined therein are hereby approved provided, however, that only the Monitor in its personal capacity and only with respect to its own personal liability shall be entitled to rely upon or utilize in any such approval.



Justice of the Court of Queen's Bench of Alberta

Schedule "A"

Form of Monitor's Certificate

COURT FILE NUMBER 1703-12327

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

Clerk's Stamp

IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, R.S.C.
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AND IN THE MATTER OF A PLAN OF
ARRANGEMENT OF 667402 ALBERTA LTD.,
18512398 ALBERTA LTD., 816956 ALBERTA
LTD., 1371047 ALBERTA LTD. and 1919209
ALBERTA LTD.

DOCUMENT

MONITOR'S CERTIFICATE

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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File No.: 204-196164

RECITALS

- A. Pursuant to an Order of the Honourable Justice K.G. Nielsen of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "Court") dated July 5, 2017, Ernst & Young Inc. was appointed as the Monitor of 667402 ALBERTA LTD., 18512398 ALBERTA LTD., 816956 ALBERTA LTD., 1371047 ALBERTA LTD. and 1919209 ALBERTA LTD. (collectively, the "Applicants").
- B. Pursuant to an Order of the Court dated June 21, 2018, the Court approved the agreement of purchase and sale (the "Sale Agreement") between the Aurora Lodging Inc. ("Aurora") and

Komplete Modular Solutions Ltd. (the "Purchaser"), and an ancillary agreement between Aurora and the Monitor dated June 18, 2018 (the "Proceeds Agreement") and provided for the vesting in the Purchaser of the Applicants and Aurora'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 Monitor 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 in the Proceeds Agreement have been satisfied or waived by the Monitor and the Purchaser; and (iii) the transaction has been completed to the satisfaction of the Monitor.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Monitor has received the Purchase Price for the Purchased Assets payable pursuant to the Sale Agreement and the Proceeds Agreement;
2. The conditions to closing as set out in the Sale Agreement and the Proceeds Agreement have been satisfied or waived by the Monitor, Aurora and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at _____ on _____.

**Ernst & Young Inc., in its capacity as
Monitor of the Applicants., and not in
its personal capacity.**

Per: _____

Name:

Title:

SCHEDULE "B"

Purchased Assets

2012 Alta-Fab Structures Ltd. 12' x. 56' (Skid) dorms bearing serial numbers:

NHAF4171-4178;

NHAF 4181-4188; and

NHAF 4191-4198.

SCHEDULE "C"

Permitted Encumbrances

None, except any registered encumbrances that may be accepted in writing by the Purchaser and the Purchaser provides such written notice of acceptance to the Monitor and Aurora.