

COURT FILE NUMBER 1101-04438

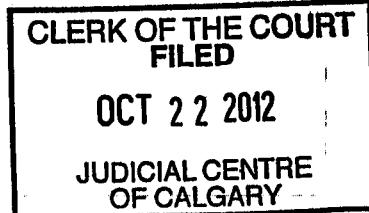
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COURT COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF SERVUS CREDIT UNION LTD.

DEFENDANT CALIBER SYSTEMS INC.



IN THE MATTER OF THE RECEIVERSHIP
OF CALIBER SYSTEMS INC.

APPLICANT PRICEWATERHOUSECOOPERS INC. in
its capacity as Receiver and Manager of
the assets, undertakings and property of
CALIBER SYSTEMS INC.

DOCUMENT **ORDER (Sale Approval and Vesting Order,
Interim Distribution)**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

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Attention: Kyle D. Kashuba
File No. 280984

I hereby certify this to be a true copy of
the original Order
Dated this 22 day of Oct, 2012
for Clerk of the Court

DATE UPON WHICH ORDER WAS PRONOUNCED: Monday, October 22, 2012

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice K.D. Yamauchi

ORDER

(Sale Approval and Vesting Order, Interim Distribution)

UPON THE APPLICATION of counsel for PricewaterhouseCoopers Inc. in its capacity
as receiver and manager (the "Receiver") of the assets, undertakings and property (the
"Property") of the Defendant Caliber Systems Inc. ("Caliber"); AND UPON having read the
sixth report of the Receiver, filed October 15, 2012 (the "Sixth Report"); AND UPON hearing
counsel for the Receiver, the Plaintiff Servus Credit Union Ltd. ("Servus") and/or their counsel,
and from any other parties who may be present or their counsel; AND UPON it appearing that

all interested and affected parties have been served with notice of this Application; **AND UPON** it appearing that the sale of certain of Caliber's Property as described below as proposed is just, fair and appropriate in all the circumstances and in the best interests of the administration of the receivership estate;

THE COURT IS CONVINCED AND HEREBY ORDERS AND DECLARES THAT:

Service:

1. Service of the notice of this Application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this Application, and the time for service of this Application is abridged to that actually given.

Defined Terms:

2. All capitalized terms not defined herein shall have the meanings defined in the Sixth Report.
3. The real property that has been transferred to the purchaser, Smith Trucking Services (1976) Ltd. (the "Purchaser"), by the Receiver, is legally described as follows:

MERIDIAN 4 RANGE 20 TOWNSHIP 21 SECTION 28
QUARTER SOUTHWEST
WHICH LIES NORTH AND WEST OF THE NORTH WESTERLY
LIMITS OF THE RAILWAY AND BALLAST PIT ON PLAN RY11
CONTAINING 22.728 HECTARES (56.07 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS AND
THE RIGHT TO WORK THE SAME
(the "Land").

Actions of the Receiver:

4. The actions taken by the Receiver and its counsel to date, and in particular the actions of the Receiver regarding the sale process pertaining to the Land, and the professional fees, receipts and disbursements associated therewith and as reported in the Sixth Report, are hereby approved and ratified.

Approval of Transactions:

5. The agreement for the sale of the Land (the "Agreement") between the Purchaser and the Receiver that is described in the Sixth Report is commercially reasonable and is hereby approved and ratified.

6. The Receiver is hereby authorized to conclude the transactions contemplated by the Agreement (the "Transactions") and to perform or cause to be performed the covenants of the Agreement substantially in accordance with the terms of the Agreement, and to take all such steps and execute all such documents as may reasonably be necessary to complete the Transactions contemplated therein.

Vesting of the Land:

7. Upon closing of the Transactions, all of Caliber's right, title, interest and estate, in and to the Land shall, without further instrument of transfer or assignment, vest in the Purchaser as contemplated by the Agreement, absolutely and forever, free and clear of and from any and all claims by, through, or under Caliber, free and clear of and from any and all right, title, interest and estate, including but not limited to, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, easements, covenants, caveats, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of Caliber whether or not they have attached or have been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or contingent (all of the foregoing being collectively referred to hereinafter as the "Claims"), excepting only to that permitted encumbrances (the "Permitted Encumbrance" as that term is defined herein), and whether such Claims came into existence prior to, subsequent to, or as a result of any previous order of this Court, by or of all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executives, administrators or other legal representatives (collectively, the "Claimants"), including for greater certainty and without limiting the generality of the foregoing: (i) the Claims held by or in favour of the individuals and entities served (either directly or through their solicitors) with this Application; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order of this Court in these proceedings.
8. Without limiting the generality of the foregoing paragraph 7, Caliber and all those registrants of encumbrances against the Land which are not Permitted Encumbrances

do stand absolutely debarred and foreclosed of and from all of their respective estate, right, title, interest and equity of redemption in the Land.

9. The Purchaser shall, by virtue of the completion of the Transactions, have no liability of any kind whatsoever to any Claimants in respect of any Claims any of the Claimants may have against Caliber.

Discharge of Registrations and Transfer of Land:

10. No further authorization or approval or any other action by any authority or regulatory body exercising jurisdiction over the Land shall be required for the closing and post-closing implementation of the Transactions contemplated in the Agreement.
11. Upon the delivery of a Receiver's certificate to the Purchasers substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), and upon the filing of a certified copy of this Order, together with any applicable registration fees, the appropriate government authorities, and in particular the Registrar of Land Titles of Alberta Registration District (the "**Registrar**") shall and is hereby directed to cancel the existing Certificate of Title for the Land described herein and to issue a new Certificate of Title for the Land in the name of Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Land to the Purchaser, which Certificate of Title shall be subject only to that encumbrance (the "**Permitted Encumbrance**") listed below, as follows:

1.	Registration No. 121 083 509 - Tax Notification by Wheatland County. HWY #1, R.R. 1, Strathmore, Alberta T1P 1J6.
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12. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c L-7.

Proceeds:

13. The net proceeds of the sale of the Land shall be distributed to Servus and Lafarge Canada Inc., in the amount of 50% each, with each party receiving \$47,683.65.
14. In addition, the Receiver is authorized and directed to distribute further and other amounts to Servus, in the cumulative amount (including the amount set out in paragraph 13 of this Order) of \$264,000.00 as an interim distribution in partial satisfaction of amounts owing by Caliber to Servus, as Servus has a valid and enforceable current first

ranking charge over certain of the Property of Caliber, and a valid and enforceable floating first ranking charge over Caliber's otherwise unencumbered Property, both real and personal, and the proceeds realized therefrom.

Miscellaneous:

15. The Transactions contemplated in the Agreement are approved notwithstanding the provisions of section 60(11) of the *Personal Property and Security Act*, RSA 2000, c P-7 or any parallel provisions of similar legislation in the Province of Saskatchewan, and shall not be void or voidable at the instance of the Claimants and shall not constitute nor shall be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance, oppressive, or other challengeable or reviewable transaction under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended or any other applicable federal or provincial legislation, and the Transactions, or any actions taken in connection therewith, shall not constitute conduct meriting an oppression remedy.
16. Nothing in this Order shall prejudice any person's *in personam* claim against Caliber.
17. The Purchaser shall have possession of the Land immediately upon closing of the Transactions, at which time Caliber and any other person having possession of the Land shall deliver up possession of same to the Purchaser, and in default of possession being delivered up as aforesaid, a Writ of Possession shall issue without further Order.
18. This Honourable 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, or any other foreign courts or any administrative body or other tribunal to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order.
19. This Order must be served only upon those interested parties attending or represented at the within Application and service may be effected by facsimile, electronic mail, personal delivery or courier and, if served by facsimile or courier, service is deemed to be effected the next business day following the transmission or delivery of such documents.
20. Service of this Order on any party not attending this Application is hereby dispensed with.

21. The Receiver is at liberty and is hereby authorized and empowered to apply to any Court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for advice, assistance and direction as may be necessary to give full force and effect to, and in carrying out the terms of, this Order.

"K.D.Yamauchi"

Justice of the Court of Queen's Bench of Alberta

Schedule "A"

Receiver's Certificate

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the purchase price for the Land payable at the Transaction Closing Date pursuant to the Agreement;
2. The conditions to be met as at the Transaction Closing Date as set out in the Agreement have been satisfied or waived by the Receiver and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

PricewaterhouseCoopers Inc. in its capacity as in its capacity as Court-appointed receiver and manager of Caliber Systems Inc., and not in its personal capacity

Per: _____
Name: _____
Title: _____