

COURT FILE NUMBER 2001-06194
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

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

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF REDROCK CAMPS INC., SOCKEYE
ENTERPRISES INC., SWEETWATER HOSPITALITY INC.
and BALDR CONSTRUCTION MANAGEMENT INC.

APPLICANTS INVICO DIVERSIFIED INCOME L.P. and INVICO TRADE
CAPITAL L.P.

RESPONDENTS REDROCK CAMPS INC., SOCKEYE ENTERPRISES INC.,
SWEETWATER HOSPITALITY INC. and BALDR
CONSTRUCTION MANAGEMENT INC.

DOCUMENT **APPLICATION (Plan Sanction and Stay Extension)**

ADDRESS FOR SERVICE **Gowling WLG (Canada) LLP**
AND CONTACT 1600, 421 – 7th Avenue SW
INFORMATION OF Calgary, AB T2P 4K9
PARTY FILING THIS
DOCUMENT Attn: **Tom Cumming/Caireen E. Hanert/Stephen Kroeger**
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File No.: A163514

NOTICE TO THE RESPONDENTS

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court.

To do so, you must attend Court by videoconference or phone when the application is heard as shown below:

Date: February 2, 2021
 Time: 10:00 am
 Where: Calgary Courts Centre – via Webex. Videoconference details are enclosed as **Appendix “A”** to this Application
 Before: The Honourable Justice C.M. Jones

Go to the end of this document to see what you can do and when you must do it.

Remedy claimed or sought:

1. The Applicants, Invico Diversified Income L.P. (“**IDI**”) and Invico Trade Capital L.P. (“**ITC**” and together with IDI, “**Invico**”) seek the following orders pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”):
 - (a) An Order, substantially in the form attached as **Schedule “A”** hereto, sanctioning and approving the Plan of Compromise and Arrangement (the “**Plan**”), substantially in the form attached to the Affidavit of David Hawkins affirmed on January 26, 2021 as Exhibit “A”, as may be further amended, varied or supplemented from time to time in accordance with the terms thereof, and granting the related relief (the “**Sanction Order**”);
 - (b) An Order, substantially in the for attached as **Schedule “B”** hereto, extending the Stay Period as defined in the Initial Order granted in these proceedings by the Honourable Justice B.E.C. Romaine on May 13, 2020 (the “**Initial Order**”), up to and including March 31, 2021 (the “**Stay Extension Order**”);
 - (c) As part of each of the Sanction Order and the Stay Extension Order, abridging the time for service of notice of this Application and supporting materials, abridging the time for service to the time provided, deeming service good and sufficient, and declaring that no other person is required to have been served with notice; and
 - (d) Such further and other relief as counsel requests and this Honourable Court may grant.

Basis for this Relief:**Background**

2. On May 13, 2020, this Court granted the Initial Order which, among other things: (a) declared Redrock Camps Inc. (“**Redrock**”), Sockeye Enterprises Inc. (“**Sockeye**”), Sweetwater Hospitality Inc. and Baldr (collectively the “**Companies**”) are companies to which the *Companies’ Creditors Arrangement Act*, R.S.C 1985, c C-36, applies; (b) granted a stay of proceedings up to and including May 25, 2020 (the “**Stay Period**”); (c) approved the interim financing agreement among the Companies, as borrowers, and IDI, as lender (the “**Interim Financing Agreement**”); and (d) appointed BDO as Monitor of the Companies in these proceedings.
3. Invico is the senior secured lender of the Companies and the interim lender of the Companies, approved by this Court in the Initial Order.
4. Since then, the Court has granted the following orders:
 - (a) On May 25, 2020, this Court granted the Amended and Restated Initial Order, which among other things, extended the Stay Period up to and including July 24, 2020 and approved the Amended Financing Agreement;
 - (b) On July 14, 2020, the Court granted:
 - (i) an order approving the sale and investment solicitation process (as amended, the “**SISP**”), the engagement of KPMG Corporate Finance Inc. (the “**Sale Advisor**”) as the sale advisor in respect of the SISP, and granted certain charges against the Respondents’ Property (as defined in the Amended and Restated Initial Order); and
 - (ii) an order empowering BDO, in its capacity as Monitor of the Companies, to execute any definitive asset sale agreements or investment agreements for and on behalf of the Respondents in connection with the SISP and extending the Stay Period up to and including September 30, 2020;

- (c) On September 15, 2020, the Court granted *inter alia*:
 - (i) an order extending the Stay Period to November 27, 2020; and
 - (ii) an order increasing the maximum amount of the approved borrowing under the Interim Financing Agreement as set out at paragraph 33 of the Initial Order and the maximum amount of the Interim Lender's Charge as set out in paragraph 36 and 39 of the Initial Order;
 - (d) On September 15, 2020, the Court granted:
 - (i) an order authorizing the BDO, in its capacity as Monitor of the Companies, to complete the sale of all of the assets, properties and undertakings of Sockeye to Invico or their designated nominee;
 - (e) On November 26, 2020, the Court granted an order extending the Stay Period to February 12, 2021.
5. BDO, in its capacity as Monitor of the Companies, in tandem with the Sales Advisor (as that term is defined in the SISP) conducted the SISP in respect of the property, assets and undertakings of Redrock. Invico placed the Successful Bid. If approved by this Honourable Court, the Redrock Transaction would transfer substantially all of the property, assets and undertakings of Redrock in Invico Holdings Canada Inc. ("**IHC**") and Redrock Camps L.P. ("**RC LP**") (the "**Redrock Transaction**").

Sanction Order

6. The Plan provides for the following (all capitalized terms are as defined in the Plan):
- (a) all existing securities in the capital of Redrock are acquired by Redrock for no consideration, free and clear of any interest of the Existing Security Holders or any other Person and are cancelled;
 - (b) the articles of Redrock are amended to terminate all classes of shares in Redrock and the New Shares Class is created and the New Shares are issued to IHC;

- (c) the portion of the Invico Debt not set off to pay the Purchase Price is arranged, such that RC LP and Redrock Camps GP Ltd. are deemed to have assumed the Remaining Invico Debt and the Invico Security;
 - (d) Redrock and RC GP are amalgamated to create Amalco; and
 - (e) Amalco ceases to be an applicant within and subject to the CCAA Proceedings.
7. The Plan meets the statutory requirements of the CCAA, and is fair and reasonable and ought to be sanctioned and approved.
8. Granting the Sanction Order is a condition precedent to the implementation of the Plan.

Stay Extension Order

9. The stay of proceedings granted by the Initial Order and subsequently extended currently expires on February 12, 2021 (the “**Stay Period**”).
10. Invico are seeking a further extension of the Stay Period pursuant to the Stay Extension Order to and including March 31, 2021.
11. Since November 26, 2020, when the Stay Period was most recently extended by this Honourable Court, Invico has continued to act diligently and in good faith in these proceedings by:
- (a) negotiating with the Monitor and the Sale Advisor regarding the completion of the transaction to purchase assets from Sockeye (the “**Sockeye Transaction**”) and the Transactions contemplated by the Plan (the “**Redrock Transactions**”);
 - (b) reviewing the 13-week cash flows of the Companies; and
 - (c) advancing funds under the Amended Financing Agreement to maintain the operation of active Service Camps (as those terms are defined in the Affidavit of David Hawkins, affirmed January 26, 2021).
12. Invico requires an extension of the Stay Period to implement to the Redrock Transactions, to address various post-closing matters, and to implement the Sockeye Transaction approved by this

Honourable Court on September 15, 2020, among other matters. The Redrock Transactions are anticipated to close on or before February 28, 2021.

13. Invico believes that the stakeholders will not be prejudiced by the proposed extension of the Stay Period.
14. The Monitor is supportive of the proposed extension of the Stay Period up to and including March 31, 2021.
15. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

16. Pleadings and materials filed in the within proceedings;
17. Sixth Report of the Monitor, to be filed;
18. Affidavit of David Hawkins, affirmed January 26, 2021, filed concurrently with the within Application; and
19. Such further and other materials or evidence as counsel may advise and this Honourable Court may permit.

Applicable Rules:

20. Rules 1.3, 1.4 and Division 4 of Part 6 of the *Alberta Rules of Court*, Alta Reg 124/2010; and
21. Such further and other rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

22. *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended; and
23. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

Any Irregularity Complained of or Objection Relied On:

24. N/A

How the Application is Proposed to be Heard or Considered:

25. By Webex.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

APPENDIX “A” – WEBEX VIDEOCONFERENCE INFORMATION

Virtual Courtroom 60 has been assigned for the following matter:

Date: Feb 02, 2021 10:00 AM

Style of Cause: 2001 06194 - INVICO DIVERSIFIED INCOME LP v. REDROCK CAMPS INC

Presiding Justice: JONES, J

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom60>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
- 4. Note: Recording or rebroadcasting of the video is prohibited.**
- 5. Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

If you are a non-lawyer attending this hearing remotely, **you must** complete the undertaking located here:

<https://www.albertacourts.ca/qb/resources/announcements/undertaking-and-agreement-for-non-lawyers>

For more information relating to Webex protocols and procedures, please visit:

<https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the “Cisco Webex Meetings” App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

SCHEDULE "A"
[Sanction Order]

Clerk's Stamp

COURT FILE NO. 2001-06194
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, RSC 1985, c C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF REDROCK CAMPS INC., SOCKEYE
ENTERPRISES INC., SWEETWATER HOSPITALITY INC. and
BALDR CONSTRUCTION MANAGEMENT INC.

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF
REDROCK CAMPS INC. and REDROCK CAMPS GP LTD. UNDER
THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c
C-36, as amended, and the *BUSINESS CORPORATIONS ACT*, RSA
2000, c B-9, as amended

APPLICANTS REDROCK CAMPS INC., REDROCK CAMPS LP and REDROCK
CAMPS GP LTD., the general partner of REDROCK CAMPS LP

DOCUMENT **ORDER (Plan Sanction)**

ADDRESS FOR **Gowling WLG (Canada) LLP**
SERVICE AND 1600, 421 – 7th Avenue SW
CONTACT Calgary, AB T2P 4K9

INFORMATION OF Attn: **Tom Cumming/Caireen E. Hanert/Stephen Kroeger**
PARTY FILING
THIS DOCUMENT Phone: 403.298.1938/403.298.1992/403.298.1018
Fax: 403.263.9193
File No.: A163514

DATE ON WHICH ORDER WAS PRONOUNCED: February 2, 2021

LOCATION AT WHICH ORDER WAS MADE: Calgary Court House

NAME OF JUSTICE WHO MADE THIS ORDER: Honourable Justice C.M. Jones

UPON THE APPLICATION of Redrock Camps Inc. ("**Redrock**"), Redrock Camps LP ("**RC LP**"), and Redrock Camps GP Ltd., general partner of RC LP ("**RC GP**", and together with Redrock and RC LP, the "**Plan Applicants**"), each a company or partnership existing under the

laws of Alberta, for an Order pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "CCAA") and section 193 of the *Business Corporations Act*, RSA 2000, c B-9, as amended (the "ABCA") to sanction and approve the Plan of Arrangement of the Plan Applicants (as further amended, varied or supplemented from time to time in accordance with the terms thereof, the "Plan") substantially in the form attached hereto as **Exhibit "A"** to the Affidavit of David Hawkins affirmed January 26, 2021 (the "**Hawkins Affidavit**");

AND UPON HAVING READ this Application, the Hawkins Affidavit, the sixth report (the "**Sixth Report**") of BDO Canada Limited in its capacity as the Court-appointed Monitor (the "**Monitor**") of Redrock, Sockeye Enterprises Inc., Sweetwater Hospitality Inc. and Baldr Construction Management Inc. ("**Baldr**"), the confidential supplement (the "**Confidential Supplement**") to the Sixth Report, and the pleadings and proceedings in this Action, including the Initial Order granted in the within proceedings on May 13, 2020, as amended and restated on May 25, 2020, all filed; **AND UPON** hearing the submissions of counsel for the Plan Applicants, counsel for the Monitor and from any other affected parties that may be present;

AND UPON it appearing that it is impracticable to effect the Transaction and the arrangement (the "**Arrangement**") contemplated by the Purchase Agreement and provided for in the Plan under any other provision of the ABCA;

AND UPON the Court being satisfied that the statutory requirements to approve the Plan have been fulfilled and that the Plan has been put forward in good faith;

AND UPON the Court being satisfied that the terms and conditions of the Plan and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to the Affected Creditors and Existing Security Holders (as defined in the Plan) and that the Plan ought to be sanctioned and approved; **IT IS HEREBY ORDERED AND DECLARED THAT:**

Defined Terms

1. Capitalized terms used in this Order and not otherwise defined shall have the meanings given to them in the Plan. The following capitalized terms used in this Order shall have the following meanings:

- (a) “**Acquisition Closing**” means the completion of the Purchase and Sale Transaction;
- (b) “**CCAA Charges**” means the charges created by the Initial Order or by any other Order pronounced by this Honourable in the CCAA Proceedings;
- (c) “**CCAA Proceedings**” means the proceedings pursuant to the CCAA commenced by the Initial Order;
- (d) “**Final Order**” means an Order which has not been stayed, reversed or amended and all applicable appeal periods shall have expired, and in the event of an appeal or application for leave to appeal, a final determination shall have been made by the applicable appellate Court;
- (e) “**Initial Order**” means the Order of the Honourable Madam Justice B.E.C. Romaine pronounced on May 13, 2020, as amended and restated by the Order of Justice Romaine pronounced on May 26, 2020;
- (f) “**Plan Implementation**” means the fulfillment, satisfaction or waiver of the conditions set out in Article 6.1 of the Plan and the occurrence or effecting of the steps set out in Article 4.3 of the Plan;
- (g) “**Plan Implementation Date**” means the date on which Plan Implementation occurs;
- (h) “**Registrar**” means the Registrar of Corporations or a Deputy Registrar of Corporations for the Province of Alberta duly appointed under section 263 of the ABCA;
- (i) “**Released Party**” has the meaning given to that term in the Plan;
- (j) “**RVO**” has the meaning given to that Order of this Honourable Court contemplated by the Plan; and
- (k) “**SAVO**” has the meaning given to that Order of this Honourable Court contemplated by the Plan.

Service of Application

2. Service of this Application and supporting documents is hereby deemed to be good, sufficient and validated on all Persons affected by the Plan, including without limitation all Affected Creditors and Existing Security Holders.
3. The time for notice is hereby abridged to the time provided, and no other Person is required to have been served with notice of this Application.

Deemed Corporate Approvals of Redrock, and Approvals of RC LP and RC GP

4. All necessary approvals of and from the Existing Security Holders and directors or officers of the Redrock (including all necessary resolutions, whether ordinary, special or otherwise, of the Existing Security Holders, directors or officers) to approve or take any and all actions under the Plan or contemplated thereby (including but not limited to the adoption, execution, delivery, implementation and consummation of all matters contemplated under the Plan) shall be deemed to have been made, given, passed or obtained, and no agreement between or among the Existing Security Holders, or any of them, or between an Existing Security Holder and another Person, that limits or purports to limit in any way the right to vote Existing Securities held by such Existing Security Holder with respect to any of the steps or transactions contemplated by the Plan shall be effective, and all such agreements shall be deemed to be of no force or effect.
5. The adoption, execution, delivery and implementation of the Plan and the consummation of all matters and steps contemplated by the Plan requiring authorization of the directors and shareholders of RC GP and limited partners of RC LP have been duly authorized by such directors, shareholders and limited partners and are authorized and approved by this Court in all respects and for all purposes without any requirement of further action by the directors, shareholders or limited partners of RC GP and RC LP.

Voting and Acceptance of the Plan

6. The only Creditors affected by and are entitled to vote upon the Plan pursuant to section 6 of the CCAA are the Affected Creditors and the Affected Creditors constitute a single class for the purposes of considering and voting upon the Plan.
7. The only Affected Creditors are IDI, ITC and RC LP.
8. The validity, quantum and priority of the Affected Claims of the Affected Creditors are hereby confirmed.
9. All of the Affected Creditors having delivered to the Monitor their duly executed Proxies, the requirement for a Creditors' Meeting is hereby dispensed with.
10. Neither the Unaffected Creditors nor the Existing Security Holders shall be entitled to vote upon whether or not to approve the Plan and any meetings of such Unaffected Creditors and Existing Security Holders to consider and vote upon whether to accept or vote in favour of the Plan are hereby dispensed with.

Sanction and Approval of the Plan

11. The Plan Applicants have complied in all material respects with the provisions of the CCAA and previous Orders issued in the CCAA Proceedings.
12. Each of the Affected Creditors having voted in favour of the approval of the Plan, the Plan is hereby declared to have been adopted and approved by all of the Affected Creditors in accordance with section 6 of the CCAA and section 193 of the ABCA.
13. The Plan Applicants are declared to have acted and be acting in good faith and with due diligence, and have not done or purported to do (nor does the Plan do or purport to do) anything that is not authorized by the CCAA.
14. The Plan, and all the terms and conditions thereof, and matters and transactions contemplated thereby, are fair and reasonable to the Affected Creditors, are in the best interests of the Plan Applicants and the Affected Creditors, and are hereby finally and

absolutely sanctioned and approved pursuant to the provisions of the CCAA and the ABCA.

Vesting of Existing Securities in Redrock

15. The Existing Securities and all of the right, title and interest of the Existing Security Holders therein shall vest in and be deemed to be acquired by Redrock for cancellation, free and clear of any interest of the Existing Security Holders or any Security Interest, Encumbrance or Claim of any other Person, without consideration being payable by Redrock or any other Person in respect of such vesting, acquisition and cancellation, and any and all claims of the Existing Security Holders and any other Persons in respect of or arising from the Existing Securities will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred.
16. All Existing Security Holders are hereby directed to surrender all certificates in respect of the Existing Securities (the “**Certificates**”) to Redrock for cancellation. Notwithstanding the failure of an Existing Security Holder to return such Certificates, all of the Existing Securities are hereby declared to be acquired and fully, finally and irrevocably cancelled and terminated upon Plan Implementation.

Articles of Amendment

17. The Articles of Amendment are hereby approved by this Court and are deemed to have been approved and adopted as the articles of amendment of Redrock pursuant to sections 173 and 192 of the ABCA.
18. Redrock is hereby authorized and directed to file the Articles of Amendment with the Registrar, whereupon Redrock shall have as its articles its existing articles of incorporation, as amended from time to time, and as further amended by the Articles of Amendment.

Issuance of the New Shares

19. The New Shares created by the Articles of Amendment are hereby issued to and in favour of IHC.

20. All of the right, title, and interest in and to the New Shares, as described in the Purchase Agreement, shall vest absolutely, exclusively, and entirely in the name of IHC, free and clear of and from any and all Claims including, without limiting the generality of the foregoing, any Security Interests created by the Initial Order, and for greater certainty, this Court orders that all Claims, affecting or relating to the New Shares are hereby expunged, discharged and terminated as against the New Shares.
21. IHC shall be entitled to hold and enjoy the New Shares for its own use and benefit without any interference of or by Redrock, or any Person claiming by, through or against Redrock.

Arrangement

22. RC LP and RC GP are deemed in accordance with Article 4.1(a) of the Plan to have assumed and become liable for the Remaining Invico Debt and to have assumed and become a party to the Invico Loan Agreement as principal debtor thereunder, and the rights and obligations of RC LP, RC GP and IDI in respect of the Remaining Invico Debt shall be governed by the Exit Invico Loan Agreement, which amends and restates the Invico Loan Agreement.
23. RC LP and RC GP are deemed in accordance with Article 4.1(b) of the Plan to have assumed and become liable under the Invico Loan Security as debtor and the Security Interests created by the Invico Loan Security are deemed to have attached to the right, title and interest of RC LP and RC GP in and to the Included Assets as security for the Remaining Invico Debt, and the rights and obligations of RC LP, RC GP and IDI thereunder shall be governed by the Exit Invico Loan Security, which amends and restates the Invico Loan Security.
24. The Articles of Arrangement for Redrock and RC GP are hereby approved by this Court and are deemed to have been approved and adopted as the articles of arrangement of Redrock and RC GP pursuant to sections 173 and 192 of the ABCA.
25. Redrock and RC GP are hereby authorized and directed to file the Articles of Arrangement with the Registrar, whereupon pursuant to the Articles of Arrangement the Amalgamation of Redrock and RC GP to form Amalco shall become effective, with the effect that:

- (a) all of the property (except amounts receivable between Redrock and RC GP and shares of the capital stock of Redrock and RC GP) of Redrock and RC GP immediately prior to the Amalgamation, including without limitation all of the Included Assets, shall become the property of Amalco by virtue of the Amalgamation;
 - (b) all of the liabilities (except amounts payable between Redrock and RC GP) of Redrock and RC GP immediately prior to the Amalgamation, including without limitation the Assumed Liabilities and Remaining Invico Debt, shall become liabilities of Amalco by virtue of the Amalgamation;
 - (c) each of the issued and outstanding New Shares shall be exchanged for one (1) fully paid and non-assessable Amalco Share, without any act or formality on the part of the holder thereof;
 - (d) each issued and outstanding shares in the capital of RC GP shall be exchanged for one (1) fully paid and non-assessable Amalco Share, without any act or formality on the part of the holder thereof;
 - (e) the Amalco Shares issued pursuant to the Articles of Arrangement shall be the only issued and outstanding shares in the capital of Amalco;
 - (f) the rights, privileges, restrictions and conditions attaching to the shares of Amalco shall be as set forth in the Articles of Arrangement; and
 - (g) the Articles of Arrangement filed shall be deemed to be the articles of amalgamation of Amalco and the Certificate of Arrangement issued in respect of such Articles of Arrangement by the Registrar under the ABCA that gives effect to the Arrangement shall be deemed to be the certificate of amalgamation of Amalco.
26. All Included Permits shall be and remain in full force and effect, unamended, as at Plan Implementation, and no Governmental Authority shall on or following Plan Implementation terminate, rescind or refuse to renew in Amalco any Included Permit, or

enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of such Included Permit or the Applicable Laws governing it by reason of:

- (a) any event that occurred prior to, and not continuing after, Plan Implementation or that is or continues to be suspended or waived under the Plan that would have entitled such Governmental Authority to enforce those rights or remedies;
- (b) Redrock having sought or obtained relief under the CCAA or ABCA or as part of the Plan;
- (c) any default or event of default arising as a result of the financial condition or insolvency of Redrock;
- (d) the effect upon Redrock of the completion of any of the transactions contemplated under the Plan; or
- (e) the Arrangement or any other restructurings or reorganizations effected pursuant to the Plan.

Releases

- 27. The compromises and releases set out in Article 7 of the Plan are approved and shall be binding and effective as at the Plan Implementation Date.
- 28. On the Plan Implementation Date, the releases set out in Article 7 of the Plan shall become effective and the ability of any Person to proceed against any Released Party in respect of any demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders (collectively, “**Claims**”) released and discharged thereby shall be forever discharged, barred and restrained, and all proceedings with respect to, in connection with, or relating to any such matter is enjoined and permanently stayed, provided that nothing herein or in the Plan shall release or discharge
 - (a) the right to enforce the obligation of any Person under the Plan; or

- (b) any Claim against a Released Party that is determined by a Final Order of a Court of competent jurisdiction to arise from criminal acts, fraud or wilful misconduct of such Released Part;
 - (c) any Claim that is not permitted to be released pursuant to section 19(2) of the CCAA; or
 - (d) any Claim against a Released Party that is not permitted to be released pursuant to section 5.1(2) of the CCAA, as determined by a Final Order of a Court of competent jurisdiction.
29. Notwithstanding paragraph 28, from and after the Plan Implementation Date, a Person may only commence an action against a Released Party contemplated by paragraphs 28(b), (c) or (d) above if such Person has first obtained leave of this Court on notice to the applicable Released Party, the Plan Applicants and the Monitor (unless previously discharged); provided that no Person shall be prevented from commencing such an action against a Released Party where such an action must be taken in order to comply with statutory time limitations in order to preserve such Person's rights at law, provided further that no further steps shall be taken by such Person except in accordance with the other provisions of the Plan (including the requirement herein to obtain the leave of the Court at the first available opportunity), and notice in writing of such action be given to the applicable Released Party, the Plan Applicants and the Monitor (unless previously discharged) at the first available opportunity.

Plan Implementation

30. Commencing at the Effective Time, the Plan shall be implemented in the sequential order contemplated by Section 4.3 of the Plan.
31. Effective upon Plan Implementation:
- (a) Redrock shall cease to be an Applicant in the CCAA Proceedings;
 - (b) the CCAA Charges shall cease to attach to or charge any property or assets of Redrock;

- (c) Redrock shall be released from the purview of the Initial Order and all other orders of this Court granted in respect of these CCAA Proceedings, save and except for the Sanction Order, the RVO and the SAVO, which Orders shall continue to apply to Redrock in all respects; and
 - (d) the Plan shall be binding upon the Plan Applicants, the Affected Creditors and the Existing Security Holders and their respective heirs, executors, administrators, and other legal representatives, successors, and assigns, and shall enure to the benefit of the Plan Applicants and the Affected Creditors.
32. The Plan Applicants, the Monitor and any other Person required to make any deliveries or take any steps or actions in accordance with or pursuant to the Plan are hereby authorized and directed to take and complete all such steps and actions, and to do all things necessary or appropriate to implement the Plan in accordance with its terms and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, deliveries, allocations, instruments and agreements contemplated in and pursuant to the Plan, and such steps and actions are hereby authorized, ratified and approved, and none of the Plan Applicants or the Monitor shall incur any liability as a result of acting in accordance with terms of the Plan or this Sanction Order.
33. The Plan Applicants and the Monitor shall be authorized, in connection with the taking of any step or transaction or performance of any function under or in connection with the Plan, to apply to any Governmental Authority for any consent, authorization, certificate or approval in connection therewith.

Authorization of the Monitor

34. The Monitor is hereby authorized and empowered to perform its functions and fulfil its obligations under the Plan and the Sanction Order in order to facilitate the Plan Implementation.
35. The Monitor shall issue to Redrock, IHC, RC GP and the Affected Creditors a certificate signed by the Monitor and substantially in the form attached hereto as **Schedule “A”** (the **“Monitor's Conditions Certificate”**, the form of which is hereby approved) upon the

satisfaction, fulfilment or waiver of the conditions set out in Article 6.1 of the Plan. As soon as possible thereafter, the Monitor shall file the Monitor's Conditions Certificate with this Court and post it on its website.

36. Upon the completion of the Plan Implementation in accordance with Article 4.4 of the Plan, the Monitor shall issue to the Plan Applicants, IHC and the Affected Creditors a certificate substantially in the form attached hereto as **Schedule "B"** (the "**Monitor's Plan Completion Certificate**", the form of which is hereby approved) signed by the Monitor. As soon as possible thereafter, the Monitor shall file the Monitor's Plan Completion Certificate with this Court and post it on its website.
37. In carrying out the terms of this Sanction Order and the Plan:
- (a) the Monitor shall have all the protections given to it by the CCAA, the Initial Order, and any other Order in the CCAA Proceedings, and as an officer of the Court, including the stay of proceedings in its favour;
 - (b) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Sanction Order and/or the Plan; and
 - (c) the Monitor shall be entitled to rely on the books and records of the Plan Applicants and any information provided by the Plan Applicants without independent investigation and shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

General

38. The Plan Applicants, Amalco, IHC, the Affected Creditors and the Monitor may apply to the Court from time to time for advice and direction in respect of any matters arising from or under the Plan and to the extent that any Person (including any of the Plan Applicants, Amalco, IHC, the Affected Creditors or the Monitor) seeks any advice or direction with respect to any matter arising from or under the Plan or this Sanction Order, such motion shall be brought in the Court of Queen's Bench of Alberta.

No Fraudulent Preference or Conveyance

39. Notwithstanding:

- (a) the pendency of these proceedings;
- (b) a bankruptcy of the Plan Applicants; and
- (c) the provisions of any federal or provincial statute,

none of the transactions contemplated by the Plan will be void or voidable at the instance of Creditors and shall not constitute nor shall they be deemed to be settlements, fraudulent preferences, assignments, fraudulent conveyances or other reviewable transactions under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislations, and they do not constitute conduct meriting an oppression remedy and shall be binding on a trustee in bankruptcy in respect of the Plan Applicants.

Request for Assistance of Foreign Courts

40. This Sanction Order shall have full force and effect in all provinces and territories of Canada, outside Canada and against all Persons against whom it may be enforceable. The Plan Applicants and the Monitor may apply to a Court of competent jurisdiction to recognize the Plan or this Sanction Order and to confirm the Plan and the Sanction Order as binding and effective in any foreign jurisdiction.

41. This Court hereby requests the aid and recognition of any Court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States, or in any other foreign jurisdiction, to give effect to this Sanction Order and to assist the Plan Applicants, the Monitor and their respective agents in carrying out the terms of this Sanction Order. All Courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Plan Applicants, and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Sanction Order, or to assist the Plan Applicants, and the Monitor and their respective agents in carrying out the terms of this Sanction Order.

Service of Order

42. Service of this Sanction Order shall be deemed good and sufficient by:

- (a) serving this Sanction Order upon those interested parties attending or represented at the within Application;
- (b) posting a copy of this Sanction Order on the Monitor's website at <https://www.bdo.ca/en-ca/extranets/redrock/>; and

and service of this Sanction Order on any other person is hereby dispensed with.

J.C.C.Q.B.A.

SCHEDULE "A"
FORM OF MONITOR'S CONDITIONS CERTIFICATE

Clerk's Stamp

COURT FILE NO. 2001-06194
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, RSC 1985, c C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR
 ARRANGEMENT OF REDROCK CAMPS INC., SOCKEYE
 ENTERPRISES INC., SWEETWATER HOSPITALITY INC. and
 BALDR CONSTRUCTION MANAGEMENT INC.

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF
 REDROCK CAMPS INC. and REDROCK CAMPS GP LTD. UNDER
 THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c
 C-36, as amended, and the *BUSINESS CORPORATIONS ACT*, RSA
 2000, c B-9, as amended

APPLICANTS REDROCK CAMPS INC., REDROCK CAMPS LP and REDROCK
 CAMPS GP LTD., the general partner of REDROCK CAMPS LP

DOCUMENT **MONITOR'S PLAN CONDITIONS CERTIFICATE**

ADDRESS FOR **MLT Aikins**
 SERVICE AND 222 – 3rd Ave SW, Suite #2100
 CONTACT Calgary, AB T2P 0B4
 INFORMATION OF Attn: **Ryan Zahara**
 PARTY FILING Fax: 403-508-4349
 THIS DOCUMENT File No.: 0128056.00002

MONITOR'S CERTIFICATE
(Satisfaction or Waiver of Conditions)

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan of Arrangement dated January 26, 2021, as may be further amended, varied or supplemented from time to time in accordance with the terms thereof (the "**Plan**").

Pursuant to paragraph 35 of the Order of the Honourable Justice C.M. Jones made in these proceedings on February 2, 2021 (the "**Sanction Order**") and Article 6.2(a) of the Plan, BDO Canada Limited in its capacity as Court-appointed Monitor of the Plan Applicants (the "**Monitor**")

delivers to the Plan Applicants this certificate and hereby certifies that the conditions set out in Article 6 of the Plan have been satisfied, fulfilled or waived in accordance with the terms of the Plan.

DATED at the City of Calgary, in the Province of Alberta, this _____ day of _____, 2021.

BDO Canada Limited, solely in its capacity as Court-appointed Monitor of Redrock Camps Inc., Sockeye Enterprises Inc., Sweetwater Hospitality Inc. and Baldr Construction Management Inc. and not in its personal or corporate capacity

By:

Name:

Title:

SCHEDULE "B"
FORM OF MONITOR'S PLAN IMPLEMENTATION CERTIFICATE

COURT FILE NO. 2001-06194
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE COMPANIES' CREDITORS
 ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended
 AND IN THE MATTER OF THE COMPROMISE OR
 ARRANGEMENT OF REDROCK CAMPS INC., SOCKEYE
 ENTERPRISES INC., SWEETWATER HOSPITALITY INC. and
 BALDR CONSTRUCTION MANAGEMENT INC.

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF
 REDROCK CAMPS INC. and REDROCK CAMPS GP LTD. UNDER
 THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c
 C-36, as amended, and the *BUSINESS CORPORATIONS ACT*, RSA
 2000, c B-9, as amended

APPLICANTS REDROCK CAMPS INC., REDROCK CAMPS LP and REDROCK
 CAMPS GP LTD., the general partner of REDROCK CAMPS LP

DOCUMENT **MONITOR'S PLAN COMPLETION CERTIFICATE**

ADDRESS FOR **MLT Aikins**
 SERVICE AND 222 – 3rd Ave SW, Suite #2100
 CONTACT Calgary, AB T2P 0B4
 INFORMATION OF Attn: **Ryan Zahara**
 PARTY FILING Fax: 403-508-4349
 THIS DOCUMENT File No.: 0128056.00002

MONITOR'S CERTIFICATE
(Plan Completion)

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan of Arrangement dated January 26, 2021, as may be further amended, varied or supplemented from time to time in accordance with the terms thereof (the "**Plan**").

Pursuant to paragraph 36 of the Order of the Honourable Justice C.M. Jones made in these proceedings on February 2, 2021 (the "**Sanction Order**") and Article 6.2(b) of the Plan, BDO

Canada Limited in its capacity as Court-appointed Monitor of the Plan Applicants (the “**Monitor**”) delivers to the Plan Applicants this certificate and hereby certifies that Plan Implementation has been completed and is effective in accordance with the terms of the Plan and the Sanction Order.

DATED at the City of Calgary, in the Province of Alberta, this _____ day of _____, 2021.

BDO Canada Limited, solely in its capacity as Court-appointed Monitor of Redrock Camps Inc., Sockeye Enterprises Inc., Sweetwater Hospitality Inc. and Baldr Construction Management Inc. and not in its personal or corporate capacity

By:

Name:

Title:

SCHEDULE "B"
[Stay Extension Order]

Clerk's Stamp

COURT FILE NO. 2001-06194
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, RSC 1985, c C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF REDROCK CAMPS INC., SOCKEYE
ENTERPRISES INC., SWEETWATER HOSPITALITY INC. and
BALDR CONSTRUCTION MANAGEMENT INC.

APPLICANTS INVICO DIVERSIFIED INCOME LP and INVICO TRADE
CAPITAL LP

DOCUMENT **STAY EXTENSION ORDER**

ADDRESS FOR **Gowling WLG (Canada) LLP**
SERVICE AND 1600, 421 – 7th Avenue SW
CONTACT Calgary, AB T2P 4K9

INFORMATION OF Attn: **Tom Cumming/Caireen E. Hanert/Stephen Kroeger**
PARTY FILING
THIS DOCUMENT Phone: 403.298.1938/403.298.1992/403.298.1018
Fax: 403.263.9193
File No.: A163844

DATE ON WHICH ORDER WAS PRONOUNCED: February 2, 2021

LOCATION AT WHICH ORDER WAS MADE: Calgary Court House

NAME OF JUSTICE WHO MADE THIS ORDER: Honourable Justice C.M. Jones

UPON THE APPLICATION of Invico Diversified Income LP and Invico Trade Capital LP (collectively, the “**Applicants**”); **AND UPON** having read the Application and the Affidavit of David Hawkins affirmed January 26, 2021, both filed; **AND UPON** reading the Sixth Report of BDO Canada Limited in its capacity as Monitor, to be filed; **AND UPON** hearing the submissions of counsel for the Applicants, counsel for the Monitor and those other parties present; **IT IS HEREBY ORDERED THAT:**

1. Service of this Application and supporting materials is hereby deemed to be good and sufficient, the time for notice is hereby abridged to the time provided, this application is properly returnable today, and no other person is required to have been served with notice of this Application.

2. The Stay Period referred to in paragraph 15 of the Amended and Restated Initial Order dated May 25, 2020 is hereby extended until and including March 31, 2021.

J.C.Q.B.A.