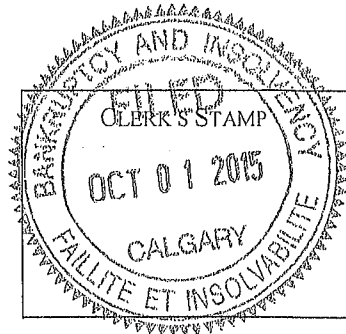


I hereby certify this to be a true copy of the original Order of which it purports to be a copy.

Dated this 1st day of Oct 2015  
for the Registrar at Calgary  
Bankruptcy Division of the  
Court of Queen's Bench of Alberta



COURT/ESTATE NO. 25-2038923

COURT COURT OF QUEEN'S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985 c B-3, AS AMENDED

AND IN THE MATTER OF APACHE SUPERIOR PRINTING SOLUTIONS LTD.

DOCUMENT ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
BENNETT JONES LLP  
Barristers and Solicitors  
4500, 855 – 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 4K7

Attention: Chris Simard/Jennie Buchanan  
Telephone No.: (403) 298-4485/3130  
Facsimile No.: (403) 265-7219  
Client File No.: 58368.9

DATE ON WHICH ORDER WAS PRONOUNCED: October 1, 2015

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary

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

UPON the application of Hardie & Kelly Inc., in its capacity as Trustee in Bankruptcy (the "Trustee") of Apache Superior Printing Ltd. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an Agreement of Purchase and Sale (the "Sale Agreement") between the Trustee and The Times Press Limited (the "Purchaser") made as of September 28, 2015 vesting in the Purchaser the Debtor's right title and interest, if any, in and to the assets described in the Sale Agreement (the "Purchased Assets") and appended to the First

Report of the Trustee dated September 28, 2015 (the "Trustee's Report"), and the Supplement to the Sale Agreement made as of September 30, 2015 (the "Supplemental Agreement") and appended to the Supplement to the First Report of the Trustee dated September 30, 2015 (the "Supplemental Trustee's Report") (the Sale Agreement and the Supplemental Agreement hereafter are collectively referred to as the "Agreement"); AND UPON having read the Application, the Trustee's Report, the Supplemental Trustee's Report, the Affidavit of David Gordon-Cooper sworn September 28, 2015, and the Supplemental Affidavit of David Gordon-Cooper sworn September 30, 2015; AND UPON hearing from counsel for the Trustee and any other interested party present;

IT IS HEREBY ORDERED AND DECLARED THAT:

#### DEFINED TERMS

1. All capitalized terms not otherwise defined in this Order shall bear the meaning given to them in the Agreement.

#### SERVICE

2. The application for this Order is properly returnable as of the date hereof, and the time for service of the notice of the application for this Order is hereby abridged and service thereof is validated and deemed good and sufficient, and no persons other than those actually served are entitled to service of the said notice of application.

#### APPROVAL OF THE SALE AGREEMENT AND THE TRANSACTION

3. The Trustee is hereby authorized and directed, *nunc pro tunc*, to execute and deliver the Agreement to the Purchaser, conclude the Transaction contemplated by the Agreement, and to take all such steps and execute all such deeds, documents and instruments as may reasonably be necessary or desirable to complete the Transaction contemplated therein substantially in accordance with its terms. Following execution and delivery of the Agreement, the Trustee and the Purchaser may agree to amendments to the Agreement which do not materially or adversely alter the Agreement or the Transaction.

4. For greater certainty, the Trustee is hereby authorized and directed to transfer the Customer Data, the Internet Assets, the Computer Equipment and Discs, and the Former Employee E-mails to the Purchaser in accordance with the terms of the Agreement.
5. The Agreement and the Transaction are hereby approved and ratified and it is hereby declared that the Agreement is commercially reasonable and in the best interests of the Debtor's estate and its creditors.

#### VESTING OF PROPERTY

6. Upon the Trustee filing a certificate (the "Trustee's Certificate"), substantially in the form attached as Schedule "A" hereto, all of the Debtor's right, title and interest, if any, in and to the Purchased Assets described in the Agreement shall hereby vest absolutely in the Purchaser, 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, all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system (all of which are collectively referred to as the "Encumbrances") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets, **except that** the Purchased Assets shall remain subject to:
  - (a) the right of any of the Debtor's customers to request the return of, and the obligation of the Purchaser to convey, any information or property related to that customer pursuant to paragraphs 7 and 8 hereof; and
  - (b) the right of the Trustee to request the return of, and the obligation of the Purchaser to convey, any information or property related to any of the Debtor's customers pursuant to paragraph 8 hereof.

7. The Purchaser shall, within 30 days of the date of this Order, contact all of the Debtor's customers whose contact information is included in the Customer Data, for the purposes of asking whether each such customer requires the Purchaser to return any information or property related to that customer that was conveyed to the Purchaser as part of the Transaction, and the cost of contacting the Debtor's customers shall be borne solely by the Purchaser.
8. If any of the Debtor's customers requests the return of information or property related to that customer, or the Trustee requests the return of information or property related to any of the Debtor's customers, the Purchaser shall convey such information or property to such customer or the Trustee, as the case may be, within 15 days of the request for same, or October 24, 2015, whichever is later, and the cost of conveying such information or property shall be borne solely by the Purchaser.
9. Any request made by a customer to the Purchaser for the return of the customer's information or property shall not be deemed to be, and is not, a reclamation of property claim for the purposes of section 81 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended.
10. The Purchaser shall collect and review the Former Employee E-mails in the manner and for the purpose described in the Agreement and, to the extent that any of the Former Employee E-mails are found to contain information not related to the business of the Debtor, the Purchaser shall respond to and dispose of such e-mails in accordance with the applicable terms of the Agreement.
11. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Trustee'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 (the "Proceeds").

12. The Trustee shall hold the Proceeds in trust until further Order of the Court.
13. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor, except for requests for the return of information or property by the Debtor's customers or the Trustee as provided for in the Sale Agreement and paragraphs 6 to 8 of this Order.
14. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the rights of the Debtor's customers and the Trustee to request the return of property or information as provided for in the Sale Agreement and paragraphs 6 to 8 of this Order, shall stand absolutely barred and foreclosed from all right, title, interest 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.
15. The Purchaser shall be entitled to hold and enjoy the Purchased Assets for its own use and benefit without any interference by the Debtor or any person claiming by or through or against the Debtor, save and except the rights of the Debtor's customers and the Trustee to request the return of property or information as provided for in the Sale Agreement and paragraphs 6 to 8 of this Order.
16. The Trustee shall file with the Court a copy of the Trustee's Certificate, forthwith after delivery thereof to the Purchaser.
17. Pursuant to section 20(e) of the *Alberta Personal Information Protection Act*, the Trustee is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees, including personal information of those employees listed in the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.
18. The Transaction shall not be void or voidable at the instance of any creditor or creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue,

fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended 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.

19. The Trustee, the Purchaser, 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 Trustee and the Purchaser in closing the Transaction.

#### MISCELLANEOUS MATTERS

20. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Trustee 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 Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.
21. Service of this Order on the Service List by email facsimile, registered mail, courier or personal delivery shall constitute good and sufficient service of this Order, and no persons other than those on the Service List are entitled to be served with a copy of this Order.

"C.M. Jones"  
\_\_\_\_\_  
J.C.Q.B.A.

SCHEDULE "A"

COURT/ESTATE NO. 25-2038923  
COURT COURT OF QUEEN'S BENCH OF ALBERTA IN  
BANKRUPTCY AND INSOLVENCY  
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985 c B-3, AS AMENDED

AND IN THE MATTER OF APACHE SUPERIOR  
PRINTING SOLUTIONS LTD.

DOCUMENT TRUSTEE'S CERTIFICATE

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS  
DOCUMENT BENNETT JONES LLP  
Barristers and Solicitors  
4500, 855 – 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 4K7

Attention: Chris Simard/Jennie Buchanan  
Telephone No.: (403) 298-4485/3130  
Facsimile No.: (403) 265-7219  
Client File No.: 58368.9

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Approval and Vesting Order of the Honourable Mr. Justice Jones made in these proceedings on the 1<sup>st</sup> day of October, 2015 (the "Vesting Order");

Pursuant to a Certificate of Appointment dated September 23, 2015 (the "Certificate of Appointment"), the Trustee was appointed as Trustee of Apache;

**THE TRUSTEE HEREBY CERTIFIES** that the Transaction approved in the Vesting Order has closed, and the Sale Agreement and Vesting Order shall now be effective according to their terms.

DATED this \_\_\_\_ day of October, 2015.

HARDIE & KELLY INC., in its capacity  
as Trustee of Apache Superior Printing Ltd.

Per: \_\_\_\_\_  
Name:  
Title: