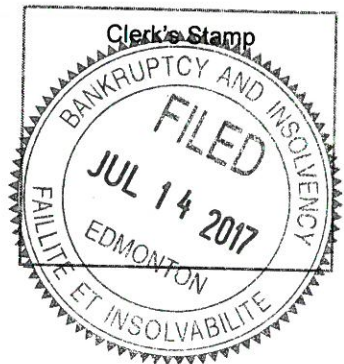


COURT FILE NUMBER 24-2252839 AND 24-2252841

COURT IN THE COURT OF QUEEN'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE OF EDMONTON

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF DECHEN GP CORPORATION



-AND -

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE OF EDMONTON

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF DECHEN LIMITED PARTNERSHIP

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

[Signature]
for Registrar in Bankruptcy

DOCUMENT

ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY PREPARING THIS DOCUMENT

OGILVIE LLP
Kentigern A. Rowan, Q.C.
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File Number: 64586.1/KAR

Service will be accepted by delivery or fax.
No other form of service will be accepted.

DATE ON WHICH ORDER WAS PRONOUNCED: July 13, 2017

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF REGISTRAR WHO MADE THIS ORDER: W.S. Schlosser

ORDER

UPON THE APPLICATION of Dechen GP Corporation ("Dechen GP") and Dechen Limited Partnership ("Dechen LP") (Dechen GP and Dechen LP are hereinafter collectively referred to as "Dechen") AND UPON noting that Dechen filed Notices of Intention to Make a Proposal to its creditors

on May 17, 2017; AND UPON reading the Second Report of the Proposal Trustee; AND UPON hearing counsel for Dechen; AND UPON being satisfied that:

- (a) Dechen has acted and is acting in good faith and with due diligence;
- (b) Dechen will likely be able to make viable Proposals if the extension being requested is granted;
- (c) no creditor of Dechen will be materially prejudiced if the extension being applied for is granted;

AND UPON noting that Dechen requires interim financing in order to pay for insurance premiums due with respect to insurance on its assets and for other corporate purposes to assist it in realizing on its assets; AND UPON being informed that Royal Bank of Canada ("RBC") paid the most recent insurance premium payment in the sum of \$12,503.59 on July 4, 2017 in order to maintain insurance on the property of Dechen; IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. Time for service of the notice of the within Application is hereby abridged.
2. The time by which Dechen is to file Proposals to their creditors pursuant to the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-7 be and is hereby extended for a period of forty-five (45) days from July 16, 2017.

INTERIM FINANCING

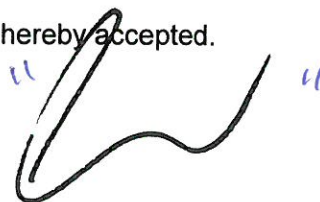
3. Dechen is hereby authorized and empowered to obtain and borrow under a credit facility from the Cold Lake First Nations ("CLFN") (the "Interim Lender") in order to finance the following:
 - (a) Payment of insurance premiums; and
 - (b) Payment of third party services and claims in order to assist in the recovery of the maximum value for the assets of Dechen.
4. The borrowings under the credit facility authorized by this Order shall not exceed fifty thousand dollars (\$50,000.00) unless permitted by further Order of this Court.
5. The credit facility authorized by this Order shall be on the terms and subject to the conditions as set forth in a commitment letter between Dechen and the Interim Lender and as approved by MNP Ltd., the Proposal Trustee (the "Commitment Letter"). The Commitment Letter shall be filed with this Honourable Court upon approval by MNP Ltd.

6. Subject to Paragraphs 8 and 9 of this Order, Dechen is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees, and other definitive documents (collectively, the foregoing and the Commitment Letter are hereinafter referred to as the "Definitive Documents") as are contemplated by the Commitment Letter or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and Dechen is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed notwithstanding any other provision of this Order with the exception of Paragraphs 8 and 9 of this Order.
7. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the "Interim Lender's Charge") on all of the property and undertaking of Dechen (the "Property") to secure all obligations under the Definitive Documents incurred on or after the date of this Order, which charge shall not exceed fifty thousand dollars (\$50,000.00) plus fees, interest and costs as specified in the Commitment Letter, unless otherwise ordered by the Court.
8. The priority of charges on the Property shall be ranked as follows:
 - (a) RBC, to the extent of security and charges held by RBC on the Property;
 - (b) Caterpillar Financial Services Limited ("CAT"), to the extent of security and charges held by CAT against a 2015 CAT Hydraulic Excavator, S/N CAT0326FPWGL00196, together with hydraulic thumbs, 36" dig bucket and 42" dig bucket;
 - (c) Interim Lender's Charge; and
 - (d) The claims of such other creditors of Dechen who have claims against the Property.
9. No payment shall be made by Dechen to the Interim Lender in accordance with Paragraph 6 of this Order without prior written consent of RBC.
10. Nothing in this Order has the effect of changing the relative priority of RBC and CAT under their respective security to claims as against the Property.
11. Notwithstanding any other provision of this Order:
 - (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;

- (b) upon the occurrence of an event of default under the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon 10 days' notice to Dechen and the Proposal Trustee, may exercise any and all of its rights and remedies against Dechen or the Property under or pursuant to the Commitment Letter, Definitive Documents and the Interim Lender's Charge, including without limitation, to cease making advances to Dechen and set off and/or consolidate any amounts owing by the Interim Lender to Dechen against the obligations of Dechen to the Interim Lender under the Commitment Letter, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against Dechen and for the appointment of a trustee in bankruptcy of Dechen; and
- (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of Dechen or the Property.
10. The Interim Lender shall be treated as unaffected under any Proposal filed by Dechen with respect to the advances made under the Definitive Documents.
11. Dechen be and is hereby authorized and directed to pay to RBC on or before July 21, 2017, and from the Interim Financing, the sum of \$12,503.59 in reimbursement to RBC of the insurance premium paid by RBC on July 4, 2017.
12. Dechen is hereby directed to notify its insurance company that the insurance company is no longer authorized to directly debit Dechen's account with RBC to pay Dechen's insurance premiums.
13. Unless otherwise authorized by further Order of this Honourable Court, Dechen shall not use the Interim Financing for any other purpose except as authorized by this Order.

PROPOSAL TRUSTEE'S REPORT

14. The Second Report of the Proposal Trustee be and is hereby accepted.



REGISTRAR OF THE COURT OF QUEEN'S
BENCH OF ALBERTA IN BANKRUPTCY