



NO. S-138873
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT
OF ARTHON INDUSTRIES LIMITED, ARTHON CONTRACTORS INC.,
ARTHON EQUIPMENT LTD., COALMONT ENERGY CORP.,
ROBEKA PROJECTS INC. and 0755049 B.C. LTD.

PETITIONERS

ORDER MADE AFTER APPLICATION

BEFORE)	THE HONOURABLE)	THURSDAY, THE 30 TH DAY OF
)	MR. JUSTICE SEWELL)	OCTOBER, 2014
))	

THE APPLICATION of Arthon Industries Limited, Arthon Equipment Ltd., Coalmont Energy Corp., Robeka Projects Inc. and 0755049 B.C. Ltd. coming on for hearing at 800 Smithe Street, Vancouver, British Columbia, on October 30, 2014; AND ON HEARING Mary I.A. Buttery and H. Lance Williams, counsel for the Petitioners, and those other counsel listed on **Schedule A** hereto; AND UPON READING the materials filed herein;

THIS COURT ORDERS AND DECLARES THAT:

SERVICE AND DEFINED TERMS

1. Service of notice of this application and the supporting materials is deemed to be good and sufficient and the time for service is abridged to the time actually given.
2. For the purposes of this Order, all capitalized terms not otherwise defined shall have the definitions set out in **Schedule B** hereto.

STAY EXTENSION

3. All relief granted to the Remaining Petitioners in the Initial Order, including the stay of proceedings, is hereby continued and extended to January 30, 2015.

DEFINITIONS AND INTERPRETATION

4. All references herein as to time shall mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein and any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.
5. All references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. The Claims Process, including the Claims Bar Date and the Restructuring Claims Bar Date, is hereby approved.
7. The Affected Petitioners and the Monitor are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms, and may request any further documentation from a Creditor that the Affected Petitioners or the Monitor may require in order to enable them to determine the validity of a Claim.
8. Any Claims denominated in a currency other than Canadian Dollars shall be converted to Canadian Dollars at the Bank of Canada noon spot rate in effect on the Filing Date.
9. Copies of all forms delivered by or to a Creditor hereunder, as applicable, and determinations of Claims by the Monitor, or the Court, as the case may be, shall be maintained by the Monitor and, subject to further order of the Court, such Creditor will be entitled to have access thereto by appointment during normal business hours on reasonable written request to the Affected Petitioners and the Monitor.

MONITOR'S ROLE

10. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall assist the Affected Petitioners in connection with the

administration of the Claims Process, including the determination of Claims of Creditors and the referral of any Claim to the Court, as requested by the Affected Petitioners from time to time, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order.

NOTICE OF CLAIMS

11. Forthwith after the date of this Order, and in any event within three (3) Business Days following the date of this Order, the Monitor shall cause a Claims Package, in accordance with paragraph 29 hereof, to be sent to: (a) each Creditor with a Claim as evidenced by the books and records of the Affected Petitioners as of the Filing Date, and (b) each counter-party to any contract or agreement entered into prior to the Filing Date, in respect of which an Affected Petitioner has advised the Monitor that such counter-party has received a Notice of Disclaimer or Resiliation from such Affected Petitioner prior to the date of this Order, in each case to the address of such Creditor or counter-party set out in the applicable Affected Petitioner's records. Any Notice of Disclaimer or Resiliation delivered to a Person after the date of this Order shall be accompanied by a Claims Package. A Claim Amount Notice shall be included in a Claims Package if such Claim Amount Notice is provided to the Monitor by the Affected Petitioners prior to the Monitor sending such Claims Package.
12. Forthwith after the date of this Order, and in any event within four (4) Business Days following the date of this Order, the Monitor shall have taken the steps necessary to cause the Newspaper Notice to be published for one (1) Business Day in the Vancouver Sun and the Kelowna Daily Courier at the next available publication date for such newspaper.
13. Forthwith after the date of this Order, and in any event within two (2) Business Days following the date of this Order, the Monitor shall post on the Monitor's Website a copy of this Order, the Instruction Letter, a blank Proof of Claim form and a blank Notice of Dispute form.
14. To the extent that any Creditor requests documents relating to the Claims Process prior to the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, the Monitor shall forthwith cause a Claims Package to be sent to the Creditor and/or direct the Creditor to the documents posted on the Monitor's Website, and otherwise respond to the request relating to the Claims Process as the Monitor determines to be appropriate in the circumstances.
15. Subject to further order of the Court, any Notice of Disclaimer or Resiliation issued by the Affected Petitioners must be issued by the Affected Petitioners at least fifteen (15) days prior to a scheduled Meeting of Creditors, if any, or any adjournment thereof.

NOTICE SUFFICIENT

16. The forms of Instruction Letter, Proof of Claim, Notice of Revision or Disallowance, Notice of Dispute and Newspaper Notice substantially in the forms attached to this Order as **Schedule C**, **Schedule D**, **Schedule E**, **Schedule F** and **Schedule G** respectively, are hereby approved. Despite the foregoing, the Affected Petitioners and the Monitor may, from time to time, make minor changes to such forms as the Affected Petitioners and the Monitor consider necessary or desirable.
17. Publication of the Newspaper Notice, the sending to the Creditors of a Claims Package in accordance with this Order, and completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order, the Claims Bar Date and the Restructuring Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

FILING PROOFS OF CLAIM FOR CLAIMS OTHER THAN RESTRUCTURING CLAIMS

18. Subject to paragraphs 20 and 21 hereof, any Creditor who wishes to assert a Claim (other than a Restructuring Claim) against any of the Affected Petitioners and/or any Director and/or Officer shall file a Proof of Claim with the Monitor in the manner set out in paragraph 30 hereof so that the Proof of Claim is received by the Monitor by no later than the Claims Bar Date.
19. Subject to paragraphs 20 and 21 hereof, any Person that does not file a Proof of Claim as provided for in paragraph 18 hereof so that such Proof of Claim is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor and the Affected Petitioners may agree in writing or the Court may otherwise direct, shall:
 - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against any of the Affected Petitioners and/or any of the Directors and/or Officers;
 - (b) not be permitted to vote on any plan of arrangement or compromise proposed by the Affected Petitioners (the "**Plan**"), if applicable, on account of such Claim(s);
 - (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the Affected Petitioners' assets, or otherwise on account of such Claim(s); and
 - (d) not be entitled to receive further notice in respect of the Claims Process or these CCAA Proceedings.

20. Notwithstanding paragraphs 18 and 19 hereof, any Creditor who receives a Claim Amount Notice and who does not dispute the Claim as set forth in the Claim Amount Notice, is not required to file a Proof of Claim by the Claims Bar Date. If a Creditor who receives a Claim Amount Notice does not file a Proof of Claim by the Claims Bar Date, then such Creditor's Claim as set out in the Claim Amount Notice shall be an Allowed Claim for voting and distribution purposes. Any Creditor who receives a Claim Amount Notice and wishes to dispute the amount set out therein shall file a Proof of Claim with the Monitor in accordance with paragraph 18 hereof.
21. Notwithstanding anything contained in this Order, Exempted Claims shall not be extinguished or affected by this Order and, for greater certainty, paragraph 19 shall not apply to the Exempted Claims.

FILING PROOFS OF CLAIM FOR RESTRUCTURING CLAIMS

22. Notwithstanding paragraphs 18 and 19 hereof, any Creditor who wishes to assert a Restructuring Claim against any of the Affected Petitioners and/or any Director and/or Officer shall file a Proof of Claim with the Monitor in the manner set out in paragraph 30 hereof so that the Proof of Claim is received by the Monitor by no later than the Restructuring Claims Bar Date. All other dates contained herein (other than the Claims Bar Date), shall apply equally to any Restructuring Claims.
23. Any Person that does not file a Proof of Claim in respect of a Restructuring Claim as provided for in paragraph 22 hereof so that such Proof of Claim is received by the Monitor on or before the Restructuring Claims Bar Date, or such later date as the Monitor and the Affected Petitioners, may agree in writing or the Court may otherwise direct, shall:
 - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against any of the Affected Petitioners and/or any of the Directors and/or Officers;
 - (b) not be permitted to vote on the Plan, if applicable, on account of such Claim(s);
 - (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the Affected Petitioners' assets, or otherwise on account of such Claim(s); and
 - (d) not be entitled to receive further notice in respect of the Claims Process or these CCAA Proceedings.

ADJUDICATION OF CLAIMS

24. The Monitor shall provide the Affected Petitioners' counsel with copies of all Proofs of Claim and Notices of Dispute filed with the Monitor pursuant to the Claims Process.
25. The Affected Petitioners, in consultation with the Monitor, shall review all Proofs of Claim received on or before the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, and shall accept, revise or disallow each Claim as set out therein. If the Affected Petitioners wish to revise or disallow a Claim, the Affected Petitioners and/or the Monitor shall, by no later than five (5) days after the Claims Bar Date, the Restructuring Claims Bar Date, or such later date as the Monitor and the Affected Petitioners may agree in writing or the Court may otherwise direct, as applicable, send such Creditor a Notice of Revision or Disallowance advising that the Creditor's Claim as set out in its Proof of Claim has been revised or disallowed and the reasons therefor. If neither the Affected Petitioners nor the Monitor send a Notice of Revision or Disallowance to a Creditor by such date or such other date as may be agreed to by the Monitor and the Creditor, the Claim set out in the applicable Proof of Claim shall be an Allowed Claim. Unless otherwise agreed to by the Affected Petitioners and the Monitor or ordered by the Court, all Claims set out in Proofs of Claim that are filed after the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, are deemed to be disallowed and the Affected Petitioners and the Monitor need not deliver a Notice of Revision or Disallowance in respect of such Claim.
26. Any Creditor who is sent a Notice of Revision or Disallowance pursuant to paragraph 25 hereof and wishes to dispute such Notice of Revision or Disallowance shall deliver a completed Notice of Dispute to the Monitor by no later than 5:00 p.m. on the day which is ten (10) days after the date of the applicable Notice of Revision or Disallowance or such other date as may be agreed to by the Monitor and the Affected Petitioners. If a Creditor fails to deliver a Notice of Dispute by such date, the Claim set out in the applicable Notice of Revision or Disallowance, if any, shall be an Allowed Claim.
27. Upon receipt of a Notice of Dispute, the Affected Petitioners, in consultation with the Monitor, may: (i) attempt to consensually resolve the disputed Claim with the Creditor, or (ii) bring a motion before the Court in these proceedings to determine the disputed Claim. If the Affected Petitioners and the Creditor consensually resolve the disputed Claim, such Claim (as resolved) shall be an Allowed Claim. If a Claim is referred under this paragraph to the Court, the Court shall resolve the dispute between the Affected Petitioners and such Creditor as soon as practicable, in a summary manner.

NOTICE OF TRANSFEREES

28. If, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Affected Petitioners shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the relevant Affected Petitioner and the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with the Claims Process prior to receipt and acknowledgement by the relevant Affected Petitioner and the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which an Affected Petitioner may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such person to any of the Affected Petitioners. Reference to a transfer in this Order includes a transfer or assignment whether absolute or intended as security.

SERVICE AND NOTICES

29. The Affected Petitioners and the Monitor may, unless otherwise specified by this Order, serve and deliver the Claims Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to such Persons at their respective addresses or contact information as last shown on the records of the Affected Petitioners or set out in a Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within British Columbia, the fifth Business Day after mailing within Canada (other than within British Columbia), and the seventh Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic transmission, by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.
30. Any Proof of Claim, Notice of Dispute or other notice or communication required to be provided or delivered by a Creditor to the Monitor or the Affected Petitioners under this Order, shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email addressed to:

Alvarez & Marsal Canada Inc.
Court-appointed Monitor of Arthon Industries Limited et al.
400 Burrard Street, Suite 1680
Vancouver, BC V6C 3A6

Attention: Marianna Lee
Telephone: 604.639.0845
Fax: 604.638.7441
Email: arthonclaims@alvarezandmarsal.com

Any such notice or communication delivered by a Creditor shall be deemed to be received on actual receipt thereof by the Monitor before 5:00 p.m. (Vancouver time) on a Business Day or, if delivered after 5:00 p.m. (Vancouver time), on the next Business Day.

31. If during any period which notice or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notice or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.
32. In the event this Order is later amended by further Order of the Court after a hearing on at least two (2) Business Days' notice to the Service List, the Affected Petitioners or the Monitor may post such further Order on the Monitor's Website and serve such further Order on the Service List, and such posting and service shall constitute adequate notice to Creditors of such amended Claims Process.

MISCELLANEOUS

33. Notwithstanding any other provisions of this Order, the solicitation by the Monitor or the Affected Petitioners of Proofs of Claim and the filing by any Creditor of any Proof of Claim shall not, for that reason only, grant any Person standing in these CCAA Proceedings.
34. The Claims Bar Date and the Restructuring Claims Bar Date, and the amount and status of every Allowed Claim, as determined under the Claims Process, including any determination as to the nature, amount, value, priority or validity of any Claim, including any secured claim, shall continue in full force and effect and be final for all purposes (except as expressly stated in any Notice of Disallowance or Revision or settlement or order of the Court), including in respect of any Plan and voting thereon (unless provided for otherwise in any Order of the Court), and, including for any distribution made to Creditors of any of the Affected Petitioners, whether in these CCAA Proceedings or in any of the proceedings authorized by this Court or permitted by statute, including a receivership proceeding or a bankruptcy affecting any of the Affected Petitioners.

35. The Monitor (i) in carrying out the terms of this Order, shall have all of the protections given to it by the CCAA and the Initial Order or as an officer of this Court, including the stay of proceedings in its favour, (ii) shall incur no liability or obligation as a result of the carrying out of its obligations under this Order, (iii) shall be entitled to rely on the books and records of the Affected Petitioners, and any information provided by the Affected Petitioners, all without independent investigation, and (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.
36. Notwithstanding the terms of this Order, the Affected Petitioners and the Monitor may apply to this Court from time to time for directions from this Court with respect to this Order, including the Claims Process and the schedules to this Order, or for such further Order or Orders as either of them may consider necessary or desirable to amend, supplement or replace this Order, including any schedule to this Order.
37. Notwithstanding anything to the contrary herein:
- (a) an Affected Petitioner may, with the consent of the Monitor, at any time refer a Claim for resolution to the Court for any purpose where in the Affected Petitioner's discretion such a referral is preferable or necessary for the resolution of the valuation of the Claim;
 - (b) an Affected Petitioner may, with the consent of the Monitor, in writing and at any time, accept the amount of a Claim for voting purposes without prejudice to the right of the Affected Petitioner to contest liability of the Claim; and
 - (c) an Affected Petitioner may, with the consent of the Monitor, in writing and at any time, settle and resolve any disputed Claims.

APPROVAL

38. Endorsement of this Order by counsel appearing, other than counsel for the Petitioners, on this application is hereby dispensed with.

THIS COURT REQUESTS:

39. The aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to (i) make such orders and to provide such assistance to the Affected Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, (ii) grant representative status to any of the Affected

Petitioners, in any foreign proceeding, and (iii) assist the Affected Petitioners, the Monitor and the respective agents of each of the foregoing in carrying out the terms of this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of lawyer for the Petitioners
Davis LLP (Mary I.A. Buttery and H. Lance Williams)

BY THE COURT



REGISTRAR

 AS TO FOR
OR

SCHEDULE A
LIST OF COUNSEL

NAME	PARTY REPRESENTED
MAGNUS VERBRUGGE	CALLIDUS CAPITAL CORPORATION
VICKI TICKLE	HSBC BANK CANADA
HELEN SEVENOAKS	ALVAREZ & MARSAZ CANADA INC.
NEVA BECKIE	H.M.T.Q. IN RIGHT OF CANADA
D. HARRISON	CANWEST COMMUNICATIONS.

SCHEDULE B

DEFINITIONS

"Affected Petitioners" means collectively Arthon Industries Limited, Coalmont Energy Corp., Robeka Projects Inc. and 0755049 B.C. Ltd. and **"Affected Petitioner"** means any one of them;

"Allowed Claim" means the amount, status and/or validity of the Claim of a Creditor finally determined in accordance with the Claims Process which shall be final and binding for voting and/or distribution purposes under the Plan or otherwise. Any other Claim will be "finally determined" and become an Allowed Claim in accordance with the Claims Process if:

- (a) the Creditor was sent a Claim Amount Notice by the Affected Petitioner or Monitor and the Creditor does not file a Proof of Claim by the Claims Bar Date;
- (b) a Creditor files a Proof of Claim by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, and the Affected Petitioner or the Monitor has not sent a Notice of Revision or Disallowance by the deadline set out in paragraph 25 of this Order;
- (c) the Affected Petitioner or the Monitor has sent the Creditor a Notice of Revision or Disallowance in accordance with the Claims Process and the Creditor has not sent a Notice of Dispute in response by the deadline set out in paragraph 26 of this Order;
- (d) the Creditor sent a Notice of Dispute by the deadline set out in paragraph 26 and the Affected Petitioners and Creditor have consensually resolved the disputed Claim; and
- (e) the Court has made a determination with respect to the Claim and no appeal or application for leave to appeal therefrom has been taken or served on either party, or if any appeal(s) or application(s) for leave to appeal or further appeal have been taken therefrom or served on either party, any (and all) such appeal(s) or application(s) have been dismissed, determined or withdrawn.

"Business Day" means any day other than a Saturday, Sunday or a day on which banks in Vancouver, British Columbia are authorized or obligated by applicable law to close or otherwise are generally closed;

"CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

"CCAA Charge" means, collectively, the Administration Charge and the D&O Charge, and any other charge over the Debtors' assets created by other Order of the Court, as such terms are defined in the Initial Order dated November 29, 2013, and as such charges may be amended, modified or varied by further Order of the Court;

"CCAA Proceedings" means the CCAA proceedings commenced by the Petitioners, being British Columbia Supreme Court Action No. S-138873, on the Filing Date pursuant to the Initial Order;

"Claim" means (i) any Pre-Filing Claim, (ii) any Restructuring Claim; or (iii) any Directors/Officers Claim; provided, however, that, in each case, a "Claim" shall not include an Exempted Claim;

"Claim Amount Notice" means a form of notice which the Monitor may include with any Claims Package setting out the Affected Petitioners' determination of such Creditor's Claim;

"Claims Bar Date" means November 28, 2014 (Vancouver time), or such other date as may be ordered by the Court;

"Claims Package" means the document package which includes a copy of: (i) the Instruction Letter; (ii) a blank Proof of Claim; (iii) a Claim Amount Notice (if applicable); and (iv) such other materials as the Monitor, in consultation with the Affected Petitioners, considers necessary or appropriate;

"Claims Process" means the call for claims to be administered by the Monitor, in consultation with the Affected Petitioners, pursuant to the terms of this Order;

"Court" means the Supreme Court of British Columbia;

"Creditor" means any Person having a Claim and includes, without limitation, the transferee or assignee of a transferred Claim that is recognized as a Creditor in accordance with paragraph 28 hereof, or a trustee, liquidator, receiver, manager, or other Person acting on behalf of such Person;

"Director" means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director of any one or more of the Petitioners;

"Directors/Officers Claim" means any right or claim of any Person against one or more of the Directors and/or Officers that relates to a Pre-Filing Claim or a Restructuring Claim, howsoever arising, for which the Directors and/or Officers are by statute or otherwise by law liable to pay in their capacity as Directors and/or Officers;

"Dispute Package" means, with respect to any Claim, a copy of the related Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute;

"Exempted Claim" means, subject to further order of this Court,

- (a) any right or claim of any Person that may be asserted or made in whole or in part against the Affected Petitioners (or any of them) in connection with any indebtedness, liability or obligation of any kind which arose in respect of obligations first incurred on or after the Filing Date (other than Restructuring Claims and Directors/Officers Claims) and any interest thereon, including any obligation of the Affected Petitioners toward creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Affected Petitioners on or after the Filing Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds on or after the Filing Date;
- (b) any claim secured by any CCAA Charge;
- (c) any claim by Callidus Capital Corporation;
- (d) that portion of a Claim arising from a cause of action for which the Affected Petitioners are covered by insurance, but only to the extent of such coverage;
- (e) any Intercompany Claim;
- (f) any Claim referred to in sections 6(3), 6(5) and 6(6) of the CCAA;
- (g) any claims with respect to reasonable fees and disbursements of counsel of any Affected Petitioner, the Monitor, or any financial advisor retained by any of the foregoing, as approved by the Court to the extent required;
- (h) any Claim of any employee of the Affected Petitioners (or any of them) employed by the Affected Petitioners (or any of them) as of the Filing Date, but only in respect of a claim for wages, including vacation pay and banked time; and
- (i) any claim which is not a "claim" as defined in the CCAA.

"Filing Date" means November 29, 2013;

"includes" means includes, without limitation, and **"including"** means including, without limitation;

"Initial Order" means the Order of the Court dated November 29, 2013, as modified, amended, supplemented, extended or varied by the Court;

"Instruction Letter" means the letter regarding completion of a Proof of Claim, which letter shall be substantially in the form attached hereto as **Schedule C**;

"Intercompany Claim" means any Claim of an Affected Petitioner against another Affected Petitioner or of any wholly owned, direct or indirect non-Affected Petitioner subsidiary of an Affected Petitioner against an Affected Petitioner;

"Meeting of Creditors" means a subsequent meeting of the Creditors ordered by the Court;

"Monitor" means Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Monitor pursuant to the Initial Order;

"Monitor's Website" means the Monitor's website located at www.alvarezandmarsal.com/arthon;

"Newspaper Notice" means the notice of the Claims Process to be published in the newspapers listed in paragraph 12 of this Order, calling for any and all Claims of creditors against the Affected Petitioners, in substantially the form attached hereto as **Schedule G**;

"Notice of Disclaimer or Resiliation" means a written notice in any form issued on or after the Filing Date by the Affected Petitioners advising a Person of the restructuring, disclaimer, resiliation, termination or breach of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach which took place or takes place before or after the date of this Order;

"Notice of Dispute" means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as **Schedule F**;

"Notice of Revision or Disallowance" means the notice that may be delivered by the Monitor to a Creditor advising that the Monitor has revised or disallowed in whole or in part such Creditor's Claim as set out in its Proof of Claim, which notice shall be substantially the form attached hereto as **Schedule E**;

"Officer" means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer of any one or more of the Affected Petitioners;

"Person" means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status;

"Plan" has the meaning given to it in paragraph 19(b) hereof;

"Pre-Filing Claim" means any right or claim of any Person that may be asserted or made in whole or in part against the Affected Petitioners (or any of them), whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on, an event, fact, act or omission which occurred in whole or in part prior to the Filing Date, at law or in equity, by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach

of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against any of the Affected Petitioners or any of their property or assets, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims not referred to above that are or would be claims provable in bankruptcy had the Affected Petitioners (or any one of them) become bankrupt on the Filing Date, and for greater certainty, includes any Tax Claim; provided, however, that "Pre-Filing Claim" shall not include an Exempted Claim;

"Proof of Claim" means the form to be completed and filed by a Creditor setting forth its proposed Claim, substantially in the form attached hereto as **Schedule D**;

"Remaining Petitioners" means Arthon Industries Limited, Arthon Equipment Ltd., Coalmont Energy Corp., Robeka Projects Inc. and 0755049 B.C. Ltd.;

"Restructuring Claim" means any right or claim of any Person against the Affected Petitioners (or any one of them) in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Affected Petitioners (or any one of them) to such Person arising out of the restructuring, disclaimer, resiliation, termination, or breach on or after the Filing Date of any contract, employment agreement, lease or other agreement or arrangement, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of this Order, and includes for greater certainty any right or claim of an employee of any of the Affected Petitioners arising from a termination of its employment after the Filing Date; provided, however that "Restructuring Claim" shall not include an Exempted Claim;

"Restructuring Claims Bar Date" means the later of: (i) the Claims Bar Date; and (ii) 5:00 p.m. on the day that is ten (10) days after the date of the applicable Notice of Disclaimer or Resiliation, or such other date as may be ordered by the Court;

"Tax Claim" means any Claim against the Affected Petitioners (or any of them) for any Taxes in respect of any taxation year or period ending on or prior to the Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any Taxes in respect of or attributable to the portion of the taxation period commencing prior to the Filing Date and up to and including the Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident Tax related thereto; and

"Taxing Authorities" means Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, the Internal Revenue Service and any similar revenue or taxing authority of the federal or state governments of the United States of America, and any Canadian or foreign governmental authority, and "Taxing Authority" means any one of the Taxing Authorities.

SCHEDULE C
FORM OF INSTRUCTION LETTER

INSTRUCTION LETTER

FOR THE CLAIMS PROCESS FOR CREDITORS OF
ARTHON INDUSTRIES LIMITED, COALMONT ENERGY CORP.,
ROBEKA PROJECTS INC. and 0755049 B.C. LTD.

(hereinafter referred to collectively as the "Affected Petitioners")

Claims Process

By order of the Supreme Court of British Columbia (the "**Court**") dated **[date]** (as may be amended, restated or supplemented from time to time, the "**Claims Process Order**"), in the proceeding commenced by, among others, the Affected Petitioners under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the Affected Petitioners have been authorized to conduct a claims process (the "**Claims Process**"). A copy of the Claims Process Order, with all schedules, may be found on the Monitor's Website at: www.alvarezandmarsal.com/arthon. Capitalized terms used in this letter, which are not defined in this letter shall have the meaning ascribed to them in the Claims Process Order.

PLEASE NOTE THAT THIS LETTER AND THE CLAIMS PROCESS ORDER APPLIES ONLY TO THE AFFECTED PETITIONERS. IT DOES NOT APPLY TO CLAIMS AGAINST ANY OTHER ENTITIES (INCLUDING ARTHON CONTRACTORS INC. AND ARTHON EQUIPMENT LTD.).

This letter provides instructions for Creditors for completing the Proof of Claim. A blank Proof of Claim form is included with this letter.

The Claims Process is intended for any Person asserting a Claim (other than an Exempted Claim) of any kind or nature whatsoever against any of the Affected Petitioners and/or any of their Directors and/or Officers arising before the Filing Date, and/or any Restructuring Claim arising on or after the Filing Date as a result of a restructuring, disclaimer, resiliation, termination or breach by any of the Affected Petitioners on or after the Filing Date of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of the Claims Process Order.

Current employees of the Affected Petitioners are not required to submit a Proof of Claim in respect of any Claim pertaining to wages, including vacation pay and banked time due to them.

If a notice setting out the amount which the Affected Petitioners have determined to be the amount of your Claim (a "Claim Amount Notice") is enclosed with this letter, and you do not dispute the nature or amount of such Claim as set out in the Claim Amount Notice, you are not required to file a Proof of Claim. If a Claim Amount Notice is enclosed and you dispute the nature or amount of our Claim as set out in the Claim Amount Notice you must file a Proof of Claim (as referenced in section 2 below) to avoid the barring of that portion of your Claim that exceeds the amount set out in the Claim Amount Notice. Any Creditor who receives a Claim Amount Notice and who does not file a Proof of Claim by the Claims Bar Date in accordance with section 2 below is deemed to have accepted the nature and amount of such Claim, as set out in the applicable Claim Amount Notice.

If a Claim Amount Notice is not enclosed with this letter and you wish to file a Claim, you must file a Proof of Claim (as referenced in section 2 below) to avoid the barring of any Claim which you may have against any of the Affected Petitioners and/or any of their Directors and/or Officers.

If you have any questions regarding the Claims Process, please contact the Court-appointed Monitor at the address provided below.

All enquiries with respect to the Claims Process should be addressed to:

Alvarez & Marsal Canada Inc.
Court-appointed Monitor of the Petitioners
400 Burrard Street, Suite 1680
Vancouver, BC V6C 3A6

Attention: Marianna Lee
Telephone: 604.639.0845
Fax: 604.638.7441
Email: arthonclaims@alvarezandmarsal.com

1. For Creditors Submitting a Proof of Claim

If you have not received a Claim Amount Notice, or you have received a Claim Amount Notice and you dispute the nature or amount of the Claim as set out in such Claim Amount Notice, you are required to file a Proof of Claim, in the form enclosed herewith, and ensure **that it is received by the Monitor by 5:00 p.m. (Vancouver time) on November 28, 2014** (the "**Claims Bar Date**"), to avoid the barring of any Claim (other than a Restructuring Claim) you may have against any of the Affected Petitioners and/or any of their Directors and/or Officers in excess of any amount set out in the Claim Amount Notice enclosed herewith, if any.

To avoid the barring of any Restructuring Claim you may have against any of the Affected Petitioners and/or any of their Directors and/or Officers, you are required to file a Proof of Claim, in the form enclosed herewith, and ensure **that it is received by the Monitor by the later of: (a) the Claims Bar Date, and (b) 5:00 p.m. (Vancouver time) on the day which is ten (10) days after the date of the Notice of Disclaimer or Resiliation** sent to you (the "**Restructuring Claims Bar Date**").

For the avoidance of doubt, any Claim or Restructuring Claim you may have against any of the Affected Petitioners must be filed in accordance with the Process set forth herein.

Additional Proof of Claim forms can be found on the Monitor's website at www.alvarezandmarsal.com/arthon or obtained by contacting the Monitor at the address indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

If you are submitting your Proof of Claim electronically, please submit it in one PDF file and ensure the name of the file is **[legal name of creditor]poc.pdf**.

2. Claims Order

While this Instruction Letter, along with its accompanying Proof of Claim form, is provided to assist you in the Claims Process, you must comply with the terms of the Claims Process Order pronounced **[date]**.

UNLESS YOU ARE A HOLDER OF A CLAIM FOR WHICH YOU HAVE RECEIVED A CLAIM AMOUNT NOTICE THAT YOU DO NOT DISPUTE; IF A PROOF OF CLAIM IN RESPECT OF YOUR CLAIM IS

NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE OR RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE:

- (A) YOUR CLAIM SHALL BE FOREVER BARRED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST ANY OF THE AFFECTED PETITIONERS AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS;
- (B) YOU SHALL NOT BE PERMITTED TO VOTE ON ANY PLAN OF ARRANGEMENT OR COMPROMISE OR ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER THE PLAN, IF ANY;
- (C) YOU SHALL NOT BE ENTITLED TO ANY PROCEEDS OF SALE OF ANY OF THE AFFECTED PETITIONERS' ASSETS; AND
- (D) YOU SHALL NOT BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THE CCAA PROCEEDINGS OF THE AFFECTED PETITIONERS.

SCHEDULE D

FORM OF PROOF OF CLAIM

PROOF OF CLAIM AGAINST ARTHON INDUSTRIES LIMITED, COALMONT ENERGY CORP., ROBEKA PROJECTS INC. and 0755049 B.C. LTD.

(hereinafter referred to collectively as the "Affected Petitioners")

Please read the enclosed Instruction Letter carefully prior to completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Claims Process Order dated ♦, 2014, as may be amended, restated or supplemented from time to time.

1. Particulars of Creditor

(a) Please complete the following:

Full Legal Name: <i>(Full legal name should be the name of the original Creditor, regardless of whether an assignment of a Claim, or a portion thereof, has occurred prior to or following the Filing Date.)</i>	
Full Mailing Address: <i>(Full Mailing Address should be that of the Creditor, not of the Assignee.)</i>	
Telephone Number:	
Facsimile Number:	
E-mail address:	
Attention (Contact Person):	

(b) Has the Claim been sold, transferred or assigned by the Creditor to another party (an "Assignee")?

Yes: []

No: []

2. Particulars of Assignee(s) (if any):

- (a) Please complete the following if all or a portion of the Claim has been assigned. Insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information:

Full Legal Name of Assignee(s):	
Full Mailing Address of Assignee(s):	
Telephone Number of Assignee(s):	
Facsimile Number of Assignee(s):	
E-mail address of Assignee(s):	
Attention (Contact Person):	

Proof of Claim:

I, _____ (name of individual Creditor or Representative of corporate Creditor), of _____ (City, Province or State) do hereby certify:

- (a) that I ☐ am a Creditor; OR

☐ am _____ (state position or title) of _____ (name of corporate Creditor), which is a Creditor;

that I have knowledge of all the circumstances connected with the Claim referred to below;

- (b) that _____ (name of applicable Affected Petitioners and/or Directors and/or Officers) was and still is indebted to the Creditor as follows:

CLAIM (other than Restructuring Claim):

\$ _____ (insert \$ value of Claim)

RESTRUCTURING CLAIM:

\$ _____ (insert \$ value of Claim arising after the Filing Date resulting from the restructuring, disclaimer, resiliation, termination or breach after the Filing Date of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral);

A. TOTAL CLAIM(S) \$ _____

(Note: Claims in a currency other than Canadian Dollars will be converted to Canadian Dollars at the noon spot rate of the Bank of Canada as at the Filing Date, November 29, 2013. Please indicate currency of claim if not Canadian Dollars).

Nature of Claim:

(Check and complete appropriate category)

- [] A. UNSECURED CLAIM OF \$_____. That in respect of this debt, no assets of any of the Affected Petitioners are pledged as security.
- [] B. SECURED CLAIM OF \$_____. That in respect of this debt, assets of _____ *(insert name of applicable Affected Petitioners)* valued at \$_____ are pledged to me as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

Particulars of Claims:

Other than as already set out herein, the particulars of the undersigned's total Claim and/or Restructuring Claim are attached.

(Provide all particulars of the claims and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the claims, name of any guarantor which has guaranteed the claims, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Affected Petitioners to the Creditor and estimated value of such security. Where a claim is advanced against any Directors or Officers, please provide either a reference to a statutory authority for your claim or enclose a draft Notice of Civil Claim.)

Filing of Claims:

This Proof of Claim **must be received by the Monitor by no later than 5:00 p.m. (Vancouver time) on November 28, 2014** (the "Claims Bar Date") unless your claim is a Restructuring Claim.

Proofs of Claim for Restructuring Claims arising after the Filing Date resulting from a restructuring, disclaimer, resiliation, termination, or breach after the Filing Date of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, **must be received by the Monitor by the later of: (a) the Claims Bar Date, and (b) by 5:00 p.m. (Vancouver time) on the day which is 10 days after the date of the applicable Notice of Disclaimer or Resiliation** (the "Restructuring Claims Bar Date").

FAILURE TO FILE YOUR PROOF OF CLAIM AS DIRECTED BY THE CLAIMS BAR DATE OR RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, WILL RESULT IN YOUR CLAIM BEING FOREVER BARRED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST ANY OF THE AFFECTED PETITIONERS AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS.

This Proof of Claim must be delivered by prepaid registered mail, personal delivery, e-mail, courier or facsimile transmission at the following addresses:

Alvarez & Marsal Canada Inc.
Court-appointed Monitor of the Petitioners
400 Burrard Street, Suite 1680
Vancouver, BC V6C 3A6

Attention: Marianna Lee
Telephone: 604.639.0845
Fax: 604. 638.7441
Email: arthonclaims@alvarezandmarsal.com

DATED this _____ day of _____, 2014.

Witness:

Per: _____

Print name of Creditor:

*If Creditor is other than an individual, print
name and title of authorized signatory*

Name: _____

Title: _____

SCHEDULE E

FORM OF NOTICE OF REVISION OR DISALLOWANCE

NOTICE OF REVISION OR DISALLOWANCE
OF ARTHON INDUSTRIES LIMITED, COALMONT ENERGY CORP.,
ROBEKA PROJECTS INC. and 0755049 B.C. LTD.

(hereinafter referred to collectively as the "Affected Petitioners")

Full Legal Name of Creditor: _____

Reference #: _____

Pursuant to the order of the Supreme Court of British Columbia dated **[date]** (as may be amended, restated or supplemented from time to time), Alvarez & Marsal Canada Inc., in its capacity as Monitor of the Petitioners, hereby gives you notice that the Affected Petitioners, in consultation with the Monitor, have reviewed your Proof of Claim and have revised or disallowed your Claim as follows:

	Proof of Claim as Submitted (\$CDN)	Revised Claim as Accepted (\$CDN)	Secured (\$CDN)	Unsecured (\$CDN)
Total Claim				

Reason for the Revision or Disallowance:

If you do not agree with this Notice of Revision or Disallowance, please take notice of the following:

If you intend to dispute a Notice of Revision or Disallowance, you must deliver a Notice of Dispute, in the form attached hereto, by prepaid registered mail, personal delivery, e-mail (in PDF format), courier or facsimile transmission to the address indicated herein so that such Notice of Dispute is received by the Monitor by 5:00 p.m. (Vancouver time) on [date] [being ten (10) days after the date of this Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor. The form of Notice of Disallowance is attached to this Notice.

Where a Notice of Dispute is being submitted electronically, please submit one pdf file with the file named as follows: **[legal name of creditor]pocdispute.pdf**.

If you do not deliver a Notice of Dispute by the time specified, the nature and amount of your Claim, if any, shall be as set out in this Notice of Revision or Disallowance for voting and/or distribution purposes.

Address for Service of Notices of Dispute:

Alvarez & Marsal Canada Inc.
Court-appointed Monitor of the Petitioners
400 Burrard Street, Suite 1680
Vancouver, BC V6C 3A6

Attention: Marianna Lee
Telephone: 604.639.0845
Fax: 604.638.7441
Email: arthonclaims@alvarezandmarsal.com

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

Dated at _____ this _____ day of _____, 2014.

ALVAREZ & MARSAL CANADA INC.

In its capacity as the Court-appointed Monitor
of the Petitioners

Per: _____

Name: _____

Title: _____

SCHEDULE F

FORM OF NOTICE OF DISPUTE

NOTICE OF DISPUTE
OF ARTHON INDUSTRIES LIMITED, COALMONT ENERGY CORP.,
ROBEKA PROJECTS INC. and 0755049 B.C. LTD.

(hereinafter referred to collectively as the "Affected Petitioners")

Pursuant to the order of the Supreme Court of British Columbia dated ♦, (as may be amended, restated or supplemented from time to time), I/we hereby give you notice of my/our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____ issued by Alvarez & Marsal Canada Inc., in its capacity as Monitor of the Petitioners, in respect of my/our Claim.

Full Legal Name of Creditor: _____

	Reviewed as (\$CDN)	Claim Accepted	Reviewed Claim as Disputed (\$CDN)	Secured (\$CDN)	Unsecured (\$CDN)
Total Claim					

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

Signature of Individual: _____

Date: _____

(Please print name): _____

Telephone Number: (____) _____

Facsimile Number: (____) _____

Email Address: _____

Full Mailing Address:

This form and supporting documentation is to be returned by prepaid registered mail, personal delivery, e-mail (in pdf format), courier or facsimile transmission to the address indicated herein and is to be received by the Monitor by 5:00 p.m. (Vancouver time) on [date] [being ten (10) days after the date of the Notice of Revision or Disallowance], or such other date as may be agreed to by the Monitor.

Where this Notice of Dispute is being submitted electronically, please submit one pdf file with the file named as follows: **[legal name of creditor]pocdispute.pdf**.

Address for Service of Notices of Dispute:

Alvarez & Marsal Canada Inc.
Court-appointed Monitor of the Petitioners
400 Burrard Street, Suite 1680
Vancouver, BC V6C 3A6

Attention: Marianna Lee
Telephone: 604.639.0845
Fax: 604.638.7441
Email: arthonclaims@alvarezandmarsal.com

SCHEDULE G

FORM OF NEWSPAPER NOTICE

NOTICE TO CREDITORS OF
ARTHON INDUSTRIES LIMITED, COALMONT ENERGY CORP.,
ROBEKA PROJECTS INC. and 0755049 B.C. LTD.

(hereinafter referred to collectively as the "Affected Petitioners")

RE: NOTICE OF CLAIMS PROCESS FOR THE AFFECTED PETITIONERS PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT ("CCAA")

This notice is being published pursuant to an order of the Supreme Court of British Columbia dated ♦, (the "Claims Process Order") which approved a claims process for the determination of certain claims against the Affected Petitioners and/or their Directors and/or Officers. The claims process only applies to the Claims of Creditors described in the Claims Process Order. A copy of the Claims Process Order and other public information concerning the CCAA proceedings can be obtained on the website of Alvarez & Marsal Canada Inc., the Court-Appointed Monitor of the Petitioners (the "Monitor") at www.alvarezandmarsal.com/arthon. Any person who may have a claim against any of the Affected Petitioners and/or any of their Directors and/or Officers should carefully review and comply with the Claims Process Order.

Any person having a Claim against any of the Affected Petitioners and/or any of their Directors and/or Officers arising or relating to the period prior to November 29, 2013, (the "Filing Date"), which would have been a claim provable in bankruptcy had the Affected Petitioners become bankrupt on the Filing Date and who does not receive a Claim Amount Notice with their Claims Package, or who receives a Claim Amount Notice with their Claims Package but disputes the amount or nature of their Claim as listed in their Claim Amount Notice, must send a Proof of Claim to the Monitor, **to be received by the Monitor by no later than 5:00 p.m. (Vancouver time) on November 28, 2014 (the "Claims Bar Date").**

Proofs of Claim for Claims arising as a result of a restructuring, disclaimer, rescission, termination, or breach by any of the Affected Petitioners on or after the Filing Date of any contract, lease, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, **must be received by the Monitor by no later than: (a) the Claims Bar Date; and (b) 5:00 p.m. (Vancouver time) on the day which is ten (10) days after the date of the Notice of Disclaimer or Resiliation sent by the Monitor to such creditor.**

For the avoidance of doubt, any claim a creditor may have against any of the Affected Petitioners must be filed in accordance with the process set forth in the Claims Process Order. Creditors requiring more information or who have not received a Proof of Claim form or Claims Package should contact the Monitor by telephone at 604.639.0845, fax at 604.638.7441, or email at:

arthonclaims@alvarezandmarsal.com
www.alvarezandmarsal.com/arthon

UNLESS EXPRESSLY PROVIDED IN THE CLAIMS PROCESS ORDER, HOLDERS OF CLAIMS THAT DO NOT FILE PROOFS OF CLAIM WITH THE MONITOR BY THE APPLICABLE DEADLINE SPECIFIED ABOVE SHALL NOT BE ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER A PLAN, IF ANY, OR OF ANY PROCEEDS OF SALE OF ANY OF THE AFFECTED PETITIONERS' ASSETS, OR TO PARTICIPATE AS A CREDITOR IN THE CCAA PROCEEDINGS OF THE AFFECTED PETITIONERS, AND SHALL BE PROHIBITED FROM MAKING OR ENFORCING ANY CLAIM AGAINST ANY OF THE AFFECTED PETITIONERS AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS. ADDITIONALLY, ANY CLAIMS SUCH CREDITOR MAY HAVE

AGAINST ANY OF THE AFFECTED PETITIONERS AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS SHALL BE FOREVER BARRED.