

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR
ARRANGEMENT OF H.B. WHITE CANADA CORP.**

(the "**Applicant**")

APPLICATION RECORD

July 6, 2016

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TAB 1

**ONTARIO
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(the "Applicant")

NOTICE OF APPLICATION

TO THE RESPONDENT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The Claim made by the Applicant appears on the following pages.


THIS APPLICATION will come on for a hearing on July 7, 2016, at 8:45 a.m., at 330 University Avenue, Toronto, Ontario, M5G 1R7.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date July 7, 2016

Issued by 
Local Registrar

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APPLICATION

1. The applicant, H.B. White Canada Corp. ("**HBW**") makes an application for:
 - (a) an Order substantially in the form attached hereto as Schedule "A" (the "**Initial Order**"), *inter alia*:
 - (i) abridging the time for service of the Notice of Application and the Application Record herein, if necessary, and validating service thereof;
 - (ii) declaring that HBW is a company to which the *Companies' Creditors Arrangement Act* R.S.C. 1985, c. C-36, as amended (the "**CCAA**") applies;
 - (iii) granting a stay of proceedings in favour of HBW, its director and officers and certain other affected parties;
 - (iv) appointing Ankura Consulting Group, LLC ("**Ankura**") as Chief Restructuring Organization ("**CRO**") of the Applicant and granting Ankura certain protections to assist in the restructuring;
 - (v) appointing Alvarez & Marsal Canada Inc. ("**A&M**") as Monitor of the Applicant in these proceedings; and
 - (vi) authorizing HBW to obtain and borrow the maximum amount of USD\$5 million pursuant to a credit facility (the "**DIP Financing**") from HBW's ultimate parent, Infrastructure and Energy Alternatives, LLC ("**IEA**"); and
 - (b) such further and other Relief as to this Court may deem just.

2. The grounds for the application are:

- (a) HBW is an engineering, procurement, and construction ("**EPC**") contractor. It provides a range of traditional, design-build and EPC services for the renewable energy market, including utility-scale wind and solar power and associated high voltage, transmission, and distribution work;
- (b) HBW's current projects are all renewable energy power projects. Its business involves entering into large scale construction contracts under which unionized labour employees provide a majority of the self-performed services and additional services are subcontracted out;
- (c) HBW has two current project contracts for which final completion has not occurred, and 24 projects for which HBW's only remaining obligation is "warranty and repair" work;
- (d) HBW is a Nova Scotia unlimited liability company and its sole member is White Construction, Inc. ("**WCI**"), an Indiana corporation. Both HBW and WCI are indirect subsidiaries of IEA, a Delaware limited liability company (collectively with all of its subsidiaries including WCI and HBW, the "**IEA Group**");
- (e) HBW has struggled under the weight of certain construction projects that have proven to be unprofitable. Further, HBW has spent the last 18 months engaged in disputes with one of its former major customers, Northland Power Inc. ("**NPI**") in connection with termination of a significant contract and matters involving two other contracts. NPI has asserted damages in excess of \$170 million in ongoing civil proceedings;

- (f) HBW has guaranteed two secured credit facilities of the larger IEA Group. The total amount owing in the credit facilities as of June 30, 2016 was approximately \$41 million. At this time, HBW intends to treat these creditors as unaffected under a plan;
- (g) HBW also has liabilities in respect of certain intercompany debts totalling approximately \$57 million, as of May 31, 2016;
- (h) Prior to filing the Application, HBW, IEA and WCI (the “**HBW Parties**”) entered into settlement and support agreements with NPI and certain of its affiliates (the “**NPI Parties**”) providing for the resolution of the claims between the HBW Parties and the NPI Parties (other than the guarantees provided by WCI) (the “**Settlement and Support Agreements**”);
- (i) Through these proceedings, HBW intends to propose a plan of compromise which would implement the settlements between the HBW Parties and the NPI Parties, facilitate the pro rata payment of construction lien claims from “holdback” funds, compromise unsecured claims (including lien deficiency claims) against HBW and ultimately allow HBW to emerge from these proceedings to continue to provide warranty and repair services to certain existing customers;
- (j) If HBW is unable to reach a plan of compromise with its creditors, HBW will be forced to assign its assets to a trustee in bankruptcy. As an unlimited liability company, upon a winding up, HBW has a claim against its member (WCI) for any debts it cannot pay. As a result, a bankruptcy of HBW would result in significant claims against WCI, and likely force WCI into US bankruptcy proceedings where senior secured creditors would be expected to have only limited recoveries such that none of HBW’s unsecured creditors would receive any recovery;

- (k) IEA has agreed to provide HBW with debtor-in-possession financing as set out in a commitment letter dated as of June 29, 2016 to allow HBW to pay the costs of these proceedings and continue to develop and implement its proposed plan;
 - (l) A&M has consented to act as Monitor of the Applicant, subject to Court approval;
 - (m) Those further grounds set out in the affidavit of Philip J. Gund, sworn July 6, 2016 (the "**Gund Affidavit**");
 - (n) The provisions of the CCAA and the inherent and equitable jurisdiction of this Court;
 - (o) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05(2), 16, and 38 of the *Rules of Civil Procedures*, R.R.O 1990, Reg. 194, as amended; and
 - (p) Such further and other grounds as the lawyers may advise.
3. The following documentary evidence will be used at the hearing of the application:
- (a) The Gund Affidavit and the exhibits thereto;
 - (b) The Pre-filing Report of the Proposed Monitor, to be filed; and
 - (c) Such further and other evidence as the lawyers may advise and this Court may permit.

7
July 6, 2016
A

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**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

NOTICE OF APPLICATION

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TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS
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**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
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(the "**Applicant**")

**AFFIDAVIT OF PHILIP J. GUND
SWORN JULY 6, 2016**

I, Philip J. Gund, of the County of Nassau in the State of New York, MAKE OATH AND SAY:

1. I am a senior managing director of Ankura Consulting Group, LLC ("**Ankura**"), which along with the predecessor firm Marotta Gund Budd & Dzera, LLC ("**MGBD**"), has been engaged as restructuring advisor to Infrastructure and Energy Alternatives, LLC ("**IEA**") for the last 18 months, assisting with the business and operations of IEA's direct and indirect subsidiaries, including H.B. White Canada Corp. ("**HBW**", or the "**Applicant**"). Recently, Ankura entered into a separate engagement letter with HBW (for which Court approval is sought as described further below) specifically providing Ankura with the power to take actions on behalf of HBW, including with respect to these proceedings. As such, I have personal knowledge of the facts to which I depose, except where I have indicated that I have obtained facts from other sources, in which case I verily believe those facts to be true.
2. All references to currency in this affidavit are references to Canadian dollars unless otherwise indicated.
3. This affidavit is sworn in support of an application by HBW for an initial order substantially in the form included in HBW's application record (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**"), among other things: (i) providing a stay of proceedings to allow the Applicant to complete certain work in progress and implement a plan of compromise or arrangement; (ii) appointing Ankura as Chief Restructuring Organization ("**CRO**") of the Applicant and granting

Ankura certain protections to assist in the restructuring; (iii) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as Monitor of the Applicant in these proceedings; and (iv) authorizing HBW to obtain and borrow the maximum amount of US\$5 million pursuant to a credit facility (the “**DIP Financing**”) from HBW’s ultimate parent, IEA. The affidavit also supports HBW’s motion for an order approving a claims process.

OVERVIEW AND OBJECTIVES

4. HBW is a Nova Scotia unlimited liability company and its sole member is White Construction, Inc. (“**WCI**”), an Indiana corporation. Both HBW and WCI are indirect subsidiaries of IEA, a Delaware limited liability company. IEA, through its subsidiaries (collectively with IEA, the “**IEA Group**”), owns an integrated portfolio of companies focused on the development, construction and maintenance of energy and other infrastructure projects. A simplified organizational chart showing the relationship among IEA, WCI and HBW is attached as **Exhibit “A”** to this my affidavit.
5. The IEA Group is a privately-owned, specialized, self-performing contractor, headquartered in Indianapolis, Indiana. The IEA Group combines a broad, integrated set of services, requisite scale and operating structure and a specialized workforce to support the development, construction and maintenance of energy and other infrastructure projects.
6. HBW, the Canadian operating company, is the only applicant in these proceedings. The remaining entities within the IEA Group are not seeking protection as applicants under the CCAA or any other similar statute. The only other Canadian company in the IEA Group, RMT Canada Construction, Inc., is a dormant New Brunswick corporation with no operations, assets, or liabilities.
7. HBW has struggled under the weight of certain construction projects that have proven to be unprofitable. As discussed in detail below, HBW has spent the last 18 months engaged in disputes with one of its major customers, Northland Power Inc. (“**NPI**”) in connection with termination of a significant contract and matters involving two other contracts. NPI and its direct and indirect subsidiaries and affiliates (the “**NPI Parties**”) have asserted damages in excess of \$170 million. The parties are currently engaged in mandatory arbitration under several of the applicable contracts. In addition, lien claims in excess of \$26 million have been registered against the project lands by HBW subcontractors and sub-subcontractors.

8. Prior to filing the CCAA application, HBW, IEA and WCI (the “**HBW Parties**”) entered into settlement and support agreements with the NPI Parties providing for resolution of the claims between the HBW Parties and the NPI Parties (other than the guarantees provided by WCI) (the “**Settlement and Support Agreements**”). Copies of the Settlement and Support Agreements are attached as **Exhibit “B”** and **Exhibit “C”** to this my affidavit. In addition, I understand that IEA and WCI have entered into settlements with the same NPI Parties with respect to the guarantees previously provided by WCI to NPI. HBW is not a party to the guarantee settlements, but I am advised that it is a condition to the guarantee settlements that HBW implement the plan contemplated in the Settlement and Support Agreements.
9. As described in greater detail below, HBW has guaranteed and granted security for two secured credit facilities of the larger IEA Group. At this time, HBW intends to treat these creditors as unaffected under the contemplated plan.
10. If HBW is unable to reach a plan of compromise with its creditors, HBW will be forced to assign itself into bankruptcy. I understand from counsel to HBW that, as an unlimited liability company, upon a winding up, HBW would have an unsecured claim against WCI, as the sole member of HBW in respect of any debts HBW cannot pay (the “**ULC Claims**”). As a result, a bankruptcy of HBW would result in significant ULC Claims against WCI and would likely force WCI into U.S. bankruptcy proceedings where senior secured creditors would likely suffer a shortfall and none of WCI’s unsecured creditors would receive any recovery.
11. Through these proceedings, HBW intends to propose a plan of compromise which would implement the settlements between HBW and the NPI Parties, facilitate payment of construction lien claims from “holdback” funds on a pro-rata basis, compromise unsecured claims (including lien deficiency claims) against HBW and effectively subordinate significant intercompany claims (as discussed below).
12. It is intended that the funding for the CCAA plan would be provided by IEA under its credit facilities with Wells Fargo Bank, National Association (“**Wells Fargo**”). The only reason for such funding is to resolve the guarantee claims and ULC Claims against WCI arising from the operations of HBW. Such a plan would allow HBW to emerge from these proceedings to continue to provide warranty and repair services to certain existing

customers and allow the U.S. business of IEA, including WCI, to continue without the burden of significant contingent liabilities.

BACKGROUND

A. The Applicant

13. HBW is incorporated pursuant to the *Companies Act* (Nova Scotia) R.S.N.S. 1989, c.81. HBW's registered office is located at 1959 Upper Water St., Ste. 900, Halifax, NS B3J 3N2 (which is the address of the law firm Stewart McKelvey). It has a registered agent at 2 Queen Street East, Suite 1500, Toronto, Ontario M5C 3G5. Until December 2015, HBW leased office space at 70 Summerlea Rd., Brampton, ON L6T 4X3, but ultimately determined that the expense of the space outweighed its utility.
14. HBW was incorporated in 2005 to expand WCI's ability to provide services to customers in Canada. Although it has previously undertaken projects in Nova Scotia, Manitoba and Alberta, those projects are now complete. The Applicant has ongoing warranty obligations in Ontario and Nova Scotia. Other than warranty service, the Applicant has no operations in Canada, other than Ontario.

B. The Operations of the Applicant

15. HBW is an engineering, procurement, and construction ("**EPC**") contractor. It provides a range of traditional, design-build and EPC services for the renewable energy market, including utility-scale wind and solar power and associated high voltage, transmission, and distribution work.
16. HBW's current projects are all renewable energy power projects. Its business involves entering into large scale construction contracts under which unionized labour employees provide a majority of the self-performed services and additional services are subcontracted out.
17. Excluding the NPI Facilities (defined below), HBW has two project contracts for which contractual final completion has not occurred, and 22 projects for which the only remaining work is "warranty and repair" work. The Applicant also had 3 projects with NPI and its affiliates which are the subject of the Settlement and Support Agreements.
18. A chart detailing the name, customer, location, type of project, and the status of each project is attached as **Exhibit "D"** to this my affidavit.

19. As of June 15, 2016, HBW employed 19 employees all of which are located in Ontario, 12 of whom are members of the International Union of Operating Engineers, Local 793; 2 of whom are members of International Brotherhood of Electrical Workers, Local 303; and 5 of whom are not union members. Based on discussions with Kristin Taylor of Cassels Brock & Blackwell LLP ("**Cassels**"), I understand that all of the union employees are "construction employees" as defined in the *Employment Standards Act, 2000*.
20. HBW offers certain benefits to non-union employees including life insurance, extended healthcare coverage, and dental healthcare coverage. Non-union employees are also eligible for the statutory vacation required by the Ontario Ministry of Labour. Non-union employees are also entitled to participate in an RRSP plan held by Manulife Financial.
21. As of the date of this affidavit, all scheduled payrolls have been made as due.
22. HBW is dependent on the IEA Group for its corporate and administrative functions. The other members of the IEA Group provide a wide variety of corporate services to HBW from IEA's U.S. offices including, among other things: (i) equipment rentals and supply; (ii) estimating, maintenance and procurement; (iii) engineering services; (iv) human resources; and (v) accounting. The IEA Group has indicated to HBW that they currently do not intend to require payment from HBW for these services during the CCAA proceedings.
23. The majority of the treasury function is coordinated through an integrated system of bank accounts with Wells Fargo. Canadian funding needs and excess cash availability are monitored by management and transfers are completed manually.
24. The majority of HBW's transactions are conducted through a multi-currency account with Wells Fargo that is linked to two zero balance CAD accounts with Royal Bank of Canada ("**RBC**"). Incoming and outgoing wires are processed through Wells Fargo – with the ability to process incoming wires through RBC if necessary. Branch deposits, third party payroll debits and Canadian tax payments flow through one of the RBC accounts. Canadian checks are written on the other RBC account. When HBW requires funding, IEA draws on the Wells Facility and makes a transfer to WCI, which then makes a transfer to HBW's Wells Fargo account.
25. HBW maintains an account at Fifth Third Bank in Ontario, which has minimal funds and will be closed to streamline the Company's cash management system.

26. HBW relies on the use of certain company credit cards (the “**Credit Cards**”) in their project-level procurement process. The Credit Cards are issued by Comdata Network, Inc. (“**Comdata**”) and HBW is obligated to repay the amounts charged to the Credit Cards. As of the filing date, approximately 15 cards are open. HBW estimates that, on average, approximately \$20,000 is charged to the Credit Cards per month and that, as of May 31, 2016, approximately \$39,000 was accrued and unpaid under the Credit Cards. HBW will require the use of the Credit Cards in order to complete work on the remaining projects.

C. Disputes with the NPI Parties

27. HBW has historically provided services to a small number of repeat customers who own renewable energy projects during the construction phase and operate or sell the projects after completion. The NPI Parties entered into three separate contracts with HBW:
- (a) Engineering, Procurement and Construction Contract, dated as of November 20, 2013, as amended from time to time (as so amended, the “**BFW Contract**”) among Northland Power Solar Burks Falls West L.P. (“**BFW**”) and HBW for the engineering, design, procurement, construction and related services for BFW’s solar photovoltaic electric generating facility located near Burk’s Falls, Ontario (“**BFW Facility**”);
 - (b) Engineering, Procurement and Construction Contract, dated as of October 17, 2012, as amended by from time to time (as so amended, the “**MMWF Contract**”) among McLean’s Mountain Wind Limited Partnership (“**MMWF**”) and HBW for the engineering, design, procurement, construction and related services for the MMWF’s wind farm generation facility located in the district of Manitoulin, Ontario, Canada (the “**MMWF Facility**”); and
 - (c) Engineering, Procurement and Construction Contract, dated as of April 11, 2014, as amended from time to time (as so amended, the “**CLLSP Contract**”) among Northland Power Solar Abitibi L.P., Northland Power Solar Empire L.P., Northland Power Solar Martin’s Meadows L.P., and Northland Power Solar Long Lake L.P. (collectively “**CLLSP**”) and HBW for the engineering, design, procurement, construction and related services for CLLSP’s solar photovoltaic electric generating facilities located near Cochrane, Ontario (“**CLLSP Facility**”)

and collectively with the BFW Facility and the MMWF Facility, the “**NPI Facilities**”).

28. Since 2014, HBW and the NPI Parties have had various disputes over change orders, costs to complete, warranty issues, engineering information and payment of subcontractors. The claims between the parties include:
- (a) On December 24, 2014, CLLSP delivered a notice of termination of the CLLSP Contract to HBW. Pursuant to an arbitration clause in the governing contract, the parties entered into arbitration. CLLSP has alleged damages in excess of \$158 million and HBW has registered a construction lien in excess of \$32 million and alleged a counter claim in excess of \$50 million;
 - (b) Prior to substantial performance of the contract on the BFW Facility, HBW registered and perfected a lien claim under the *Construction Lien Act* (Ontario) (the “**CLA**”) against the BFW Facility in excess of \$22 million; and
 - (c) In connection with the MMWF Facility, MMWF has alleged claims against HBW of approximately \$13 million in connection with installation and maintenance of a crucial component of the facility and other damages. HBW has registered and perfected a lien claim under the CLA in excess of \$2 million against the MMWF Facility.
29. Since December 2014, HBW, IEA and the NPI Parties have engaged in extensive – and sometimes contentious – negotiations regarding a resolution of the issues among them. After 18 months, the parties have signed the Settlement and Support Agreements providing for the terms set out below.
30. Importantly, the Settlement and Support Agreements require HBW to obtain relief under the CCAA and request the assistance of this Court in connection with the resolution of the ongoing litigation and, with the support of IEA, compromise claims of unsecured creditors to allow HBW to continue operating.

ASSETS AND LIABILITIES OF HBW

31. Attached hereto as **Exhibit “E”** is a copy of the internal, unaudited financial reporting of HBW as at May 31, 2016 (the “**Internal Financial Reporting**”).

32. According to the Internal Financial Reporting, HBW owns assets of approximately \$14 million (book value) as at May 31, 2016. The most significant categories of assets are as follows:

Net Accounts Receivable:	11,942,813.87 ¹
Work in progress/Cost in Excess of Billings: ²	1,374,713.93
Cash and cash equivalents:	352,270.91

33. According to the Internal Financial Reporting, HBW has liabilities of approximately \$40 million (book value) as at May 31, 2016 (not including intercompany obligations of approximately \$57 million).

34. HBW's liabilities as at May 31, 2016 include:

Accounts Payable	31,693,355.43
Billings in Excess of Cost	5,856,776.02
Accrued Expenses	2,695,853.87

35. In addition to the liabilities described in the Internal Financial Reporting, HBW has guaranteed the Wells Facility and the Second Lien Facility (as discussed below) in the total amount of approximately US\$41 million, for which HBW has granted security over its assets, and currently faces litigation and arbitration claims in excess of \$190 million in the aggregate.

¹ This amount represents (i) Accounts Receivable of approximately \$12.8 million plus (ii) "Retainage" (the 10% holdback that owners have withheld pending completion of the projects pursuant to the applicable construction lien legislation) of approximately \$13.8 million less (iii) an allowance for doubtful accounts of about \$14.7 million.

² This amount relates to how HBW records its revenue. Under generally accepted accounting principles (GAAP), HBW can only record revenue actually performed. The timing differences between when the HBW invoices versus when work is performed will create under/overbilling. For example, if HBW has invoiced 100% of the project but only completed 80% of the work, it would be required to record a 20% liability for the "overbilling."

A. Wells Facility

36. IEA, IEA Energy Services, LLC (f/k/a Infrastructure Energy Services, LLC), IEA Management Services, Inc., WCI, IES Equipment Services, Inc. and IEA Renewable Energy, Inc. (f/k/a RMT, Inc.) and each other direct or indirect subsidiary of IEA designated as a borrower from time to time party thereto (collectively, the “**Borrowers**”), are borrowers under a credit facility (the “**Wells Facility**”) provided by Wells Fargo pursuant to a credit agreement dated as of March 8, 2013, as amended from time to time, save and except for HBW which is designated as a guarantor of the Wells Facility. The Wells Facility currently consists of a maximum aggregate commitment of US\$65 million consisting of a revolving line of credit facility (the “**Line of Credit**”) and letter-of-credit facility (the “**Letter of Credit Line**”). As of June 30, 2016, approximately US\$19 million was outstanding under the Wells Facility, consisting of : (i) US\$13 million in principal amount of revolving loans under the Line of Credit plus certain accrued and unpaid interest, fees, charges and expenses; and (ii) approximately US\$6 million outstanding under the Letter of Credit Line.
37. HBW, RMT International, Inc., IEA Engineering North Carolina, Inc. and IEA Engineering Inc. (the “**IEA Guarantors**”) are guarantors under the Wells Facility. In addition, the Wells Facility is guaranteed by Oaktree Power Opportunities Fund III, L.P. (“**Oaktree POF**”), and Oaktree Power Opportunities Fund III (Parallel), L.P. (“**Oaktree Parallel**” together with Oaktree POF and the IEA Guarantors, the “**Guarantors**”).
38. The obligations of HBW, as guarantor of the Wells Facility, are secured pursuant to a security agreement dated as of March 8, 2013, as may be amended from time to time, (the “**Wells Security Agreement**”). The obligations are secured by, among other things, all presently owned and hereafter acquired equipment, accounts, inventory, goods, tools and machinery and all proceeds thereof.
39. Prior to the commencement of these proceedings, the Borrowers, the Guarantors and Wells Fargo entered into a Waiver and Consent permitting IEA to continue to draw on the Wells Facility during these proceedings and the use the proceeds of such draws to fund these proceedings, subject to the certain limitations.

B. Second Lien Facility

40. On February 13, 2015, the Borrowers entered into a Second Lien Credit Agreement with Oaktree POF and Oaktree Parallel (collectively, "**Oaktree**") for a term loan of US \$20 million, with the ability to request additional loans of US\$30 million (the "**Second Lien Facility**"). As of June 30, 2016, approximately US\$22 million (including certain accrued and unpaid interest, fees, charges and expenses is outstanding under the Second Lien Facility).
41. The IEA Guarantors, including HBW, have guaranteed the Second Lien Facility. The obligations of HBW as guarantor of the Second Lien Facility are limited to: (i) US\$50 million; plus (ii) accrued and unpaid interest; plus (iii) costs and expenses pertaining to the enforcement of such guaranty. The obligations of HBW as guarantor are secured pursuant to a general security agreement dated as of February 13, 2015 (the "**Second Lien Security Agreement**")
42. Prior to the commencement of these proceedings, the Borrowers, the Guarantors and Oaktree entered into a Waiver and Consent permitting IEA to continue to draw on the Wells Facility during these proceedings and the use the proceeds of such draws to fund these proceedings, subject to the certain limitations.

C. Other Secured Creditors

43. Attached as **Exhibit "F"** to this my affidavit is a summary of registrations made against HBW pursuant to the *Personal Property Security Act (Ontario)* and *Personal Property Security Act (Nova Scotia)* (in each case, a "**PPSA**"), as at June 28, 2016.

D. Intercompany Obligations

44. As of May 31, 2016, according to the books and records of HBW, HBW owed WCI approximately \$57 million. These funds primarily relate to funding provided by WCI to HBW to fund losses on unprofitable contracts entered into by HBW. There is no formal loan agreement in place between HBW and WCI, and no specific security has been granted by HBW to WCI. HBW currently intends to propose a plan which would leave these intercompany claims unaffected, meaning they would be effectively subordinated to other unsecured creditors and will receive no distributions in respect of these amounts.

E. Crown Obligations

(a) HST

45. HBW is current on its HST obligations through May 31, 2016. HBW's last HST payment was made on February 24, 2016 for the period relating to January 2016. The February through May filings resulted in refunds. HBW has received the refunds for March and April from Canada Revenue Agency. The June HST obligations will be payable at the end of July 2016.

(b) Environmental

46. On September 24, 2014, a direction was issued under the *Fisheries Act* (Canada) R.S.C. 1985, c F-14, (the "**Direction**") alleging that there had been an unauthorized deposit of a deleterious silt from the project site at Burks Falls, Ontario. HBW was instructed to take any and all measures to immediately stop silt discharge into the waterway, to begin sampling silt runoff and to immediately contact the Department of Fisheries if another spill occurs. HBW has complied with the Direction and the most recent testing at the site confirms that the problem has been remedied, but HBW continues to monitor the site in accordance with the Direction.

(c) Source Deductions

47. The Applicant is current on all source deduction obligations.

F. Bonding Agreements and Indemnity Agreements

48. In connection with certain of the projects, the Applicant has contracted with bonding companies to issue and provide three types of bonds:

- (i) Performance bonds to ensure completion of a project in the event of default by HBW;
- (ii) Labour and Material Payment bonds to provide assurance of payment to subcontractors in the event of a default by HBW; and
- (iii) Warranty bonds to ensure completion of warranty and repair work in the event of default by HBW.

49. At this time, only the warranty bonds remain outstanding. A list of the outstanding warranty bonds as at June 28, 2016 is attached as **Exhibit "G"** to this my affidavit.

50. HBW and certain other members of the IEA Group have executed indemnity agreements with the bonding companies providing that such entities will indemnify the applicable bonding company for, among other things, all liability, claims, demands, costs and expenses in connection with the bonds. In addition, a party related to Oaktree has provided letters of credit in the amount of \$7.5 million to support certain of the bonds.
51. Beyond HBW, the IEA Group relies heavily on the ability to secure bonds from the bonding companies on existing and future projects in the U.S. An important aspect of these proceedings is the ability to maintain the status quo in respect of the bonding companies. Currently, HBW is unaware of any claims on the warranty bonds and it is important that the CCAA filing does not trigger unnecessary or pre-emptive claims on the bonds. As already discussed, a goal is to leave the bonds unaffected in these proceedings and have HBW emerge to continue to provide warranty and repair services to certain of HBW's existing customers.

G. Trade Creditors and Suppliers

52. HBW has unpaid trade and other unsecured debt accrued in the normal course of business. As at May 31, 2016, HBW's accounts payable balances totalled approximately \$32 million, all owed to subcontractors, suppliers, and service providers related to the projects, some of which may be secured by Holdback (as defined below).
53. In addition, certain subcontractors have performed services but have not yet rendered invoices to HBW. These amounts are also unpaid.

H. Construction Liens

54. Attached as **Exhibit "H"** to this my affidavit is a chart detailing the construction liens that HBW is aware of having been registered by HBW subcontractors and sub-subcontractors against HBW customers' properties as of July 5, 2016 in respect of the four projects where HBW is aware that the subcontractors and sub-subcontractors have commenced actions to enforce their respective liens. There may be additional liens registered, or existing and not yet registered, against HBW's customers' properties of which I am not aware at this time.
55. At this time, 46 lien actions ("**Existing Lien Actions**") have been commenced against HBW by subcontractors, sub-subcontractors and suppliers who provided services on various projects, representing claims in excess of \$26 million. 41 of the Existing Lien

Actions have been referred to a vetting committee as provided for under the *Construction Lien Act* (Ontario) (as described in more detail below) to assess the timeliness and quantum of the liens. In the remaining Existing Lien Actions, pleadings have closed and in some instances, schedules for motions for summary judgment have been fixed.

I. Other Litigation Claims

56. In addition to the Existing Lien Actions, 25 civil proceedings have been commenced against HBW by subcontractors and suppliers who provided services on various projects. Of the 25 civil proceedings, four relate to arbitrations involving the NPI Parties, 15 represent civil actions against HBW in excess of \$10 million and six civil actions are breach of trust actions commenced against HBW, its officers and directors and those with effective control of HBW, representing claims in excess of \$6 million (the “**Trust Claims**”).
57. All of the Trust Claims asserted at this time relate to the CLLSP project. HBW denies any liability in connection with the Trust Claims. Although the Trust Claims are at various stages in the litigation process, the underlying facts are the same. HBW has paid out over \$76 million to suppliers and subcontractors on the CLLSP project, but it has only received approximately \$66 million (exclusive of HST) from CLLSP to date. As such, HBW believes that none of the Trust Claims are meritorious. Attached as **Exhibit “I”** is a spreadsheet describing the amounts paid out by HBW and the amounts received in connection with the CLLSP project.
58. Of the civil actions referred to above, four have asserted claims alleging oppression under section 248 of the *Business Corporations Act* (Ontario), R.S.O. 1990, c. B.16 against HBW and HBW’s directors and officers (the “**Oppression Claims**”). HBW disputes the applicability of the statutory remedy and the allegations contained in the Oppression Claims.
59. HBW has also commenced one action against a supplier for breach of contract and is seeking damages of approximately \$7.5 million.

INSOLVENCY OF THE APPLICANT

60. A series of ultimately unprofitable project contracts paired with a number of factors, including the following have left HBW insolvent:

- (i) There has been an overall decline in the market for renewable energy projects in Canada because of the change in the tax credit structure. As a result, HBW has struggled to successfully bid for profitable new contracts;
 - (ii) Disputes with customers slowed the cash flows of HBW and required it to borrow money to make payments necessary to the completion of the projects;
 - (iii) Unanticipated costs in connection with several of HBW's projects exacerbated HBW's financial problems; and
 - (iv) Protracted litigation with certain customers and subcontractors distracted from the business focus.
61. Since 2014, HBW has operated at a negative margin and sustained substantial losses. In order to ensure payment of its sub contractors, HBW has increased its borrowing, paying out significantly more to subcontractors than it has received as payment under its contracts.
62. The Internal Financial Reporting indicates that as at May 31, 2016, HBW's liabilities, as recorded on the balance sheet, exceed its assets by at least \$26 million, prior to accounting for the amounts owing under the Wells Facility, the Second Lien Facility and the intercompany claims.
63. Moreover, in addition to the liabilities on its balance sheet and senior debt obligations, NPI has asserted claims against HBW in excess of \$170 million.
64. The realizable value of the Applicant's assets is significantly less than its obligations. Accordingly, HBW is insolvent, with debts well in excess of \$5 million.

OBJECTIVE OF THE CCAA PROCEEDINGS

65. As noted above, the objective of these CCAA Proceedings is to allow HBW to propose a plan of compromise which would implement the settlements between HBW and the NPI Parties, facilitate the pro rata payment of construction lien claims from "holdback" funds, compromise unsecured claims (including deficiency claims) against HBW to and allow HBW to emerge from these proceedings to continue to provide warranty and repair services to certain existing customers.

A. The Settlements with the NPI Parties

66. As a result of the negotiations discussed above, two settlement agreements have been entered into:
- (i) A settlement and support agreement dated as of July 6, 2016, among CLLSP, BFW, and NPI (the “**Northland Parties**”) and the HBW Parties (the “**Northland Settlement Agreement**”); and
 - (ii) A settlement and support agreement dated as of July 6, 2016 among MMWF and the HBW Parties (the “**MMWF Settlement Agreement**”).
67. The Northland Settlement Agreement and the MMWF Settlement Agreement provide for a final resolution among the parties on all matters, with the exception of issues related to the guarantees separately provided by WCI. As WCI is not an applicant in these proceedings, WCI’s guarantees will be resolved outside of these proceedings.
68. The Settlement Agreements provide for the following terms, among others:
- (a) The parties will suspend the ongoing arbitration while HBW commences these proceedings to implement the settlement pursuant to a plan of compromise or arrangement;
 - (b) Agreement that there are no amounts owing and outstanding by the Northland Parties and MMWF to the HBW Parties, in connection with the BFW Contract, CLLSP Contract and the MMWF Contract, as applicable;
 - (c) Agreement that the holdback amount relating to the BFW Contract (which is 10% of the final contract price of the BFW Contract) is \$1,567,802 (the “**BFW Holdback Amount**”) and the holdback amount relating to the CLLSP Contract (which is 10% of the final contract price of the CLLSP Contract) is \$7,343,228 (the “**CLLSP Holdback Amount**”), each exclusive of HST;
 - (d) The Northland Parties will file a single proof of claim in the amount of \$158 million against HBW and MMWF will file a proof of claim against HBW in the amount of \$13 million;

- (e) The plan to be proposed by HBW will contain the following treatment of the Northland Parties' claim or such other treatment as the Northland Parties may agree to:
 - (i) the Northland Parties (or their designee) will receive a cash distribution of \$6 million which represents a recovery of approximately 3.8% on a claim of \$158 million;
 - (ii) trade creditors who have asserted lien claims against the Northland Parties shall be required to:
 - (A) limit their secured claims to their respective pro-rata share of the BFW Holdback Amount and the CLLSP Holdback Amount, as applicable with the remainder of their claims being treated as unsecured claims against HBW;
 - (B) consent to the return to the Northland Parties of all of the letters of credit and security currently posted by the Northland Parties to vacate the presently asserted construction liens against the NPI Facilities; and
 - (C) provide the Northland Parties with all additional domestic content documentation required by their applicable contracts relating to the Designated Activity 6, 7 and 8, all as more further described and set forth in the Settlement and Support Agreements and in the plan;
 - (iii) MMWF will waive any recovery on account of its claim against HBW; and
 - (iv) Provide a broad release in favour of the Northland Parties and MMWF by the HBW Parties and other affected creditors.
69. The Settlement and Support Agreements provide for an outside date of November 24, 2016 at which time the agreements may be terminated if the proposed plan has not yet been implemented.

B. Proposal to Other Creditors

70. HBW intends to use these proceedings and a CCAA plan to facilitate the quick and efficient resolution of the construction lien claims and distribution of the holdback funds.
71. In addition, HBW plans to make a proposal for a cash settlement to its unsecured creditors, including trade creditors and the deficiency claims of construction lien claimants. It is intended that such funding will be provided by an IEA affiliated entity.

C. Other Benefits

72. With the benefit of the stay of proceedings and interim financing, HBW will be able to complete the ongoing projects and warranty and repair work to minimize other claims.

THE APPLICANT'S CASH FLOW

73. The Applicant has conducted a cash flow analysis to determine the amount required to finance the Applicant's operations for the next 13 weeks assuming the relief sought is granted, which the proposed Monitor has reviewed. The 13-week cash flow analysis is attached at **Exhibit "J"** to this my affidavit.
74. Based on the cash flow projections, if the DIP Financing is approved, the Applicant will have enough liquidity to meet its cash flow needs through to the end of the 13-week forecast period.

RELIEF SOUGHT

75. The Applicant seeks the Initial Order under the CCAA in the form of the model order adopted for proceedings commenced in Toronto, subject to certain changes all as reflected in the proposed form of order contained in the Application Record.

A. DIP Financing

76. HBW requires interim financing to provide an immediate source of cash to stabilize its ongoing projects following this CCAA application and to fund operations to maximize returns for stakeholders.
77. IEA has agreed to provide HBW with DIP Financing, subject to certain conditions and on notice to relevant parties. Accordingly, HBW has made arrangements, subject to the approval of the Court and the satisfaction of certain other conditions, to obtain up to a maximum of US\$5 million pursuant to a commitment letter dated as of June 29, 2016

(the “**Commitment Letter**”). A copy of the Commitment Letter is attached at **Exhibit “K”** to this my affidavit.

78. Other key terms of the DIP Financing are:
- (i) **Interest:** HBW will pay interest at 5% on all advances under the DIP Financing.
 - (ii) **Fees:** The DIP Financing does not include any commitment or other fees.
 - (iii) **Security:** The DIP Financing will be secured by a charge (the “**DIP Lender’s Charge**”) that is junior to the existing Wells Facility, the Second Lien Facility and all other secured creditors that have filed registration statements under the *Personal Property Security Act (Ontario)* or *Construction Lien Act (Ontario)*. The DIP Lender’s Charge will also be subordinated to construction lien claimants with respect to Holdback amounts.
 - (iv) **Existing Lenders:** As discussed above, Wells Fargo and Oaktree have executed waiver and consent agreements to permit IEA to advance the DIP Financing and are committed to supporting HBW’s restructuring.
79. The funds available under the DIP Financing will be used to meet HBW’s immediate funding requirements during the CCAA proceedings in accordance with the cash flow projection discussed above (subject to a cumulative variance of less than 20% as approved by the proposed Monitor), including costs and expenses in connection with the CCAA. HBW believes that having access to sufficient funding to ensure there is enough flexibility and sufficient time to complete the ongoing projects and implement the Settlement Agreements is key to maximizing value for stakeholders. HBW consulted with the proposed Monitor on the DIP Financing and believes that the DIP Financing will meet HBW’s funding requirements during the CCAA process.
80. Other than the discussions with Wells Fargo and Oaktree, HBW has not sought third-party financing proposals because HBW believes that the DIP Financing is being offered on more favourable terms than any other potentially available third party financing and that the DIP Financing from IEA is in the best interests of HBW and its stakeholders.

B. The Proposed Monitor

81. In accordance with the requirements of the CCAA, subject to the Court's approval, I am informed by Alan J. Hutchens, Managing Director of A&M, that A&M consents to act as Monitor of HBW if so appointed.

C. Payments During the CCAA Proceedings

82. HBW seeks certain changes to the payment of the reasonable expenses provisions in the Model Order to provide for payment of critical pre-filing amounts of up to a cap of \$800,000 with the consent of the Monitor. These payments are necessary to ensure uninterrupted services by suppliers and subcontractors on projects with significant remaining receivables.

D. CRO Engagement

83. Since January 2015, professionals from Ankura (and its predecessor firm MGBD) have provided restructuring advisory services to the IEA Group.

84. Pursuant to the engagement letter dated as of June 1, 2016 (the "**CRO Engagement Letter**"), HBW has engaged Ankura to act as CRO through my services, subject to this Court's approval. A copy of the CRO Engagement Letter is attached hereto as **Exhibit "L"**. The powers of the CRO include but are not limited to the following:

- (i) To take such actions and steps, and execute such documents and writings as required to cause or permit the Applicant to do all things authorized, directed and permitted pursuant to the CCAA;
- (ii) To realize and dispose of the property of the Applicant on behalf of the Applicant, including to negotiate and enter into agreements on behalf of the Applicant with respect to the sale or other disposition of all or any part of its property;
- (iii) To execute such documents as may be necessary, for and on behalf of the Applicant;
- (iv) To apply for and obtain any vesting or other orders which may be necessary or appropriate, in the opinion of the CRO, in consultation with the Monitor, in order to convey any property to a purchaser or purchasers thereof, or to

comply with any agreement entered into by the Applicant in relation to the conveyance of any such property;

- (v) To take such steps as in the opinion of the CRO are necessary or appropriate to maintain control over all receipts and disbursements of the Applicant, including taking such steps as are necessary or desirable to control and use all bank accounts of the Applicant;
- (vi) To represent the Applicant in any negotiations with any other party;
- (vii) To communicate with and provide information to the Monitor, and the DIP Lender, and their advisors, regarding the business and affairs of the Applicant; and
- (viii) To assist the Monitor as requested by the Monitor in connection with the powers given to the Monitor.

85. Ankura was recently retained to act as crisis manager of SunEdison, Inc. and its subsidiaries in connection with their proceedings under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York. Although certain subsidiaries of SunEdison, Inc. were customers of HBW, I understand that the seven SunEdison projects have been sold to third parties or separate publicly traded entities affiliated with SunEdison. Moreover, only a limited amount of “punch list work” remains on one project and the approximately \$27,000 due to HBW has been put in trust with HBW’s construction lien counsel for release upon completion of the work. HBW has ongoing warranty obligations for the completed projects in accordance with the related contracts. Both HBW and SunEdison have been advised of Ankura’s engagements and have no objection to Ankura acting in both capacities.

86. The proposed Initial Order provides for the approval of the CRO Engagement Letter, certain protections for Ankura and the appointment of Ankura as CRO pursuant thereto. Ankura is unwilling to continue acting as CRO if the protections in the proposed Initial Order are not granted. The CRO Engagement Letter sets out the fees and disbursements payable to CRO for its services, which I believe are fair and reasonable for the following reasons:

- (i) Ankura is very experienced in restructuring proceedings. Attached at **Exhibit “M”** of this my affidavit is a copy of my curriculum vitae;
- (ii) The experience and expertise of the CRO will be beneficial to HBW and its stakeholders in respect of maximizing value during these proceedings; and
- (iii) HBW has reviewed the proposed fees and disbursements set out in the CRO Engagement Letter with A&M as proposed Monitor and believes them to be fair and reasonable under the circumstances.

E. Charges

87. The Applicant seeks the following charges in the proposed Initial Order: an Administration Charge; a DIP Lender’s Charge; and a Directors’ Charge (each as defined below, together, the “**Charges**”). The Applicant proposes that the Administration Charge defined below) rank in priority to the existing Wells Facility and the Second Lien Facility (as defined below). The Applicant proposes that the DIP Lender’s Charge and the Directors’ Charge would rank behind any existing security interests that have been perfected by registrations pursuant to the applicable provincial *Personal Property Security Act* prior to the date of the proposed Initial Order, and any person with a valid and, if applicable, perfected construction lien claims pursuant to the applicable provincial construction lien legislation to the extent of any holdback amounts.

(a) *Administration Charge*

88. It is proposed that the Monitor, its counsel, the CRO and the Applicant’s counsel, be granted a court-ordered charge on the assets of the Applicant as security for their fees and disbursements relating to services rendered in respect of the Applicant in an amount not to exceed \$1 million (collectively, the “**Administration Charge**”). The Administration Charge would have a first priority over all other charges and all existing creditors receiving notice of this application. The Administration Charge would be in addition to the retainers of \$100,000, \$100,000, \$132,903.34 and \$50,000 held by the Monitor, counsel to the Monitor, Ankura (through its predecessor firm, MGBD) and counsel to the Applicant, respectively.
89. I believe that the amount of the proposed Administration Charge is commensurate with the complexity of HBW’s business and the tasks required to effect a successful restructuring.

(b) *DIP Lender's Charge*

90. The DIP Financing and the DIP Lender's Charge are described in detail in paragraphs 76-80 of this affidavit. The granting of the DIP Lender's Charge is a condition precedent under the Commitment Letter and is an integral part of the negotiated consideration for the DIP Financing. The proposed Initial Order explicitly provides that the DIP Lender's Charge will not prime (i) the Wells Security Agreement, (ii) the Second Lien Security Agreement, (iii) any other existing security interests that have been perfected by PPSA registrations prior to the date of the Initial Order, and (iv) valid liens against Holdbacks.

(c) *Directors and Officers Indemnification and Charge*

91. There is currently one director of HBW, John P. Roehm. The only officers of HBW are Mr. Roehm and David Bostwick. The proposed Initial Order contemplates a stay of proceedings against the director and officers of the Applicant (the "**D&Os**") relating to obligations of the Applicant. The proposed Initial Order also contemplates the indemnification of the D&Os and the creation of a charge on the assets of the Applicant (the "**Directors' Charge**"), to the maximum amount of \$500,000, to protect such individuals from all obligations and liabilities that they may incur as D&Os of the Applicant .
92. The IEA Group has a director and officer insurance policy which I understand covers the D&Os of HBW and which responds to certain D&O liabilities, but there are a number of exceptions in the policy. The insurance policy is not in the name of the Applicant; instead the policy is in IEA's name, with riders that are intended to provide coverage to the D&Os of HBW.
93. The D&Os are intimately familiar with the Settlement Agreements, the parties thereto, and the relevant background. Having the D&Os remain and assist in the restructuring will increase the prospect of a successful restructuring, which in turn will maximize value for stakeholders. To address legitimate concerns expressed by the D&Os with respect to their potential exposure if they continue to act (rather than resign before a significant portion of the liability can be triggered), the D&Os have requested reasonable protection against personal liability if they are to remain and assist in the restructuring activities. In light of the statutory and other liabilities to which the D&Os may be exposed in the future and having regard to the overall indebtedness (actual and contingent) of the Applicant and the IEA Group, the D&Os' indemnity and charge is an important protection to

provide to them, but at the same time a fair balancing of the interests of various stakeholders.

94. In addition, the proposed Initial Order contains a provision that, among other things: (i) directs the non-Applicant members of the IEA Group to take such steps as are necessary to comply with the policy, including with respect to providing written notice of any claim involving the Applicant or its D&Os as may be required by the policy; and (ii) preserves the Applicant's entitlement to any funds received on account of claims under the policy.

F. Stay of Proceedings

95. To facilitate the completion of the ongoing projects, HBW requests that this Court stay all persons from taking any steps or action to interfere with HBW completing work on any project or exercise any rights or remedies, or commence any proceeding, in connection with any project or any bonds in respect of any project.

G. Claims Process

96. In order to implement a plan of compromise or arrangement, HBW must first determine the scope of potential claims against it. Because of the timelines required by the Settlement and Support Agreements in which HBW must implement a plan, HBW is seeking approval of a claims procedure order at this time to call for claims (the "**Claims Procedure Order**").
97. The proposed Claims Procedure Order is consistent with the form of order sought in other cases in this jurisdiction, but takes into account some of the unique features of the construction industry and the rights granted under the CLA. Specifically, because the CLA requires owners, contractors and subcontractors to withhold certain amounts ("**Holdback**") and allows creditors to claim security in those amounts, some of HBW's creditors will be entitled to assert secured claims to the extent of available Holdback.
98. To address the potential for a large number of creditors asserting secured claims against a limited Holdback, the proposed proof of claim form will allow claimants to selectively assert construction lien claims, and other types of claims (including trust claims). Moreover, the form will not require construction lien claimants to identify the amount of their secured claims versus deficiency claims. Instead, the form requests that the creditor identify that full amount that may be potentially secured as lienable work. The

proposed Monitor, working with HBW, will review the proofs of claim to determine the amounts that may be secured against any available Holdback and after all potential construction lien claims against a Holdback on a specific project have been identified, the amount of any deficiency claim.

99. With respect to the CLLSP Facility, a lien vetting committee (the “**Vetting Committee**”) was established pursuant to an order of Justice Tremblay to vet the liens registered on title to the CLLSP Facility for lienability, timeliness and quantum. The Vetting Committee is comprised of four lien claimant counsel. The Vetting Committee has prepared a draft report stating its position on the lienability, timeliness and quantum of the liens. The proposed Monitor will be entitled to review the work undertaken by the Vetting Committee to assist in its analysis of the claims with respect to the CLLSP Facility. The Vetting Committee will be directed to cooperate with the Monitor in the exercise of its powers.
100. The Claims Procedure Order proposes a claims bar date of August 22, 2016 (the “**Claims Bar Date**”), which is 46 days after the commencement of these proceedings. I believe that 46 days will provide HBW will sufficient time to notify all potential creditors but will also allow HBW to continue to move quickly towards proposing a plan and implementing the Settlement and Support Agreements through a plan of compromise and arrangement.
101. During the course of the CCAA proceedings, HBW may determine that it is appropriate to disclaim certain agreements. In the event that a disclaimer or other breach gives rise to a claim, the Claims Procedure Order proposes that the claimant would be entitled to file a restructuring period claim by the later of the Claims Bar Date and the date which is 30 days after the date on which the Monitor sends a claims package to the claimant in respect of the restructuring period claim.
102. Certain creditors will not be required to file proofs of claim, including Wells Fargo, Oaktree, other related parties with intercompany claims and employees of HBW (in respect of unpaid wages or benefits). It is currently anticipated that these groups will be unaffected in any plan proposed by HBW and therefore calling for additional claims is not necessary at this time.
103. I believe the proposed claims process is fair under the circumstances and necessary to allow HBW to propose a plan of reorganization.

CONCLUSION


- 104. HBW requires the assistance and protection of this Court to restructure its obligations and propose a plan of compromise to its creditors.
- 105. A CCAA proceeding is the best means for preserving value for all stakeholders, including WCI as HBW's sole member. If HBW is unable to reach a compromise with its creditors, not only will HBW be liquidated, but, given its status as an unlimited liability corporation and WCI's guarantees of certain obligations, HBW's claim against WCI that arises upon a winding up will likely drive WCI into liquidation proceedings in the U.S.
- 106. HBW has negotiated with its significant creditors outside of a formal proceeding for the past 6 months. These proceedings are intended to implement the strategy devised during those negotiations and to permit the remaining members of the IEA Group to continue operations.
- 107. I swear this affidavit in support of an application by HBW for protection under the CCAA and for no other or improper purpose.

SWORN BEFORE ME, this 6th day of July, 2016.

~~SEE ATTACHED~~

Notary Public

My commission expires _____


PHILIP J. GUND

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

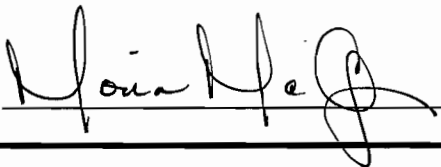
State of California
County of San Mateo

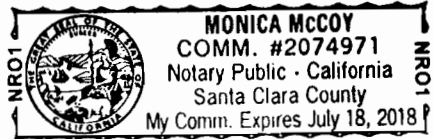
On July 6, 2016 before me, Monica McCoy, Notary Public
(insert name and title of the officer)

personally appeared Philip J. Gund
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



A

This is Exhibit "A" referred to in the Affidavit of Philip J. Gund
sworn July 6, 2016

SEE ATTACHED

Notary Public

My commission expires _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

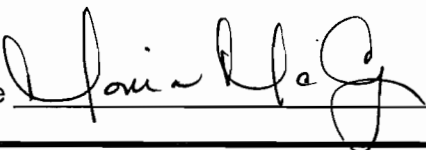
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County of San Mateo

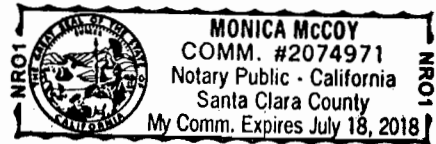
On July 6, 2016 before me, Monica McCoy, Notary Public
(insert name and title of the officer)

personally appeared Philip J. Gund,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

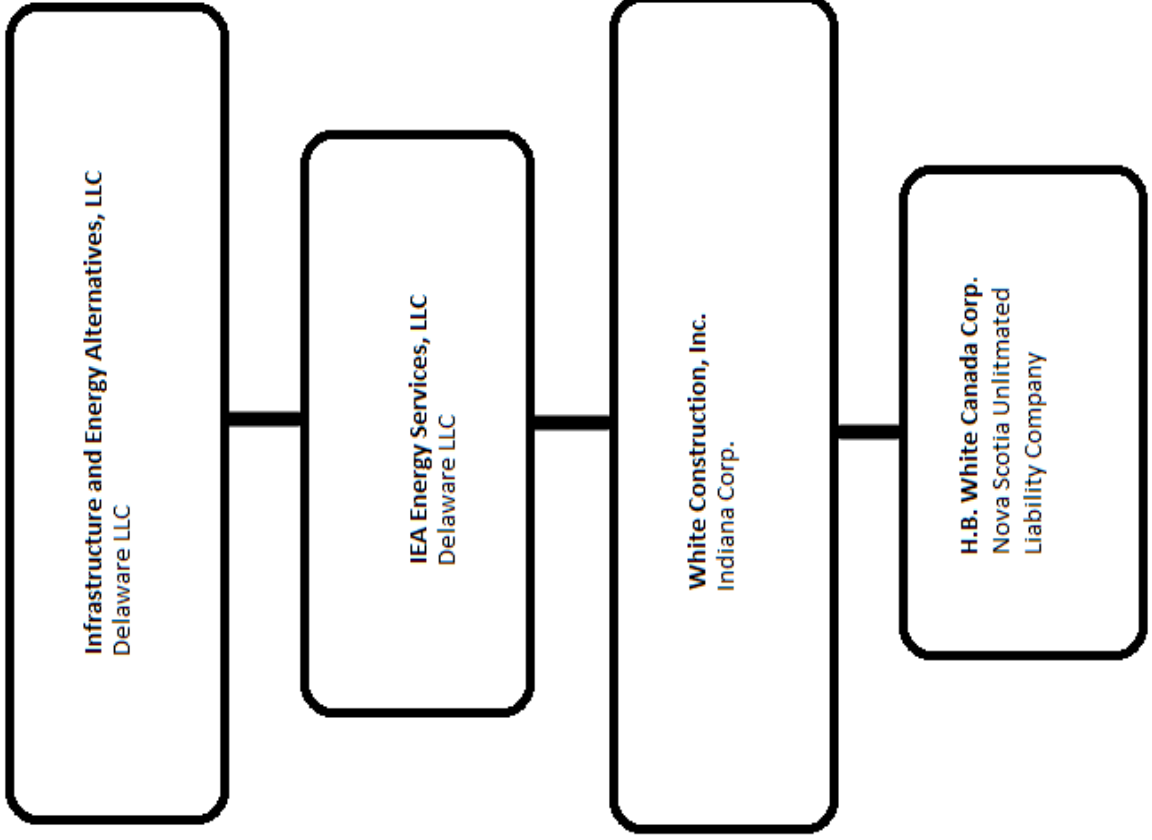
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Legal Organization – Entities*



*Please note that there are additional subsidiaries and affiliates that are not disclosed on this chart

B

This is Exhibit "B" referred to in the Affidavit of Philip J. Gund
sworn July 6, 2016

SEE ATTACHED

Notary Public

My commission expires _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

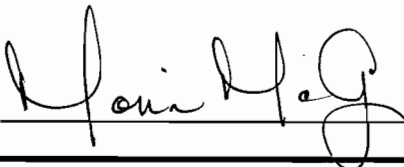
State of California
County of San Mateo)

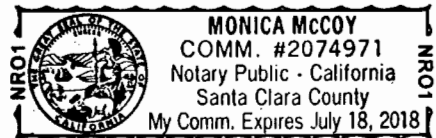
On July 6, 2016 before me, Monica McCoy, Notary Public
(insert name and title of the officer)

personally appeared Philip J. Gund,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



SETTLEMENT AND SUPPORT AGREEMENT

This **SETTLEMENT AND SUPPORT AGREEMENT** (the “**Agreement**”) dated as of July 6, 2016, sets out the agreement by each of Northland Power Solar Burks Falls West L.P. (“**BFW**”) and Northland Power Solar Abitibi L.P., Northland Power Solar Empire L.P., Northland Power Solar Martin’s Meadows L.P., and Northland Power Solar Long Lake L.P. (collectively “**CLLSP**”), each a limited partnership organized and existing under the laws of Ontario, Canada and Northland Power Inc. (“**NPI**”), a corporation organized under the laws of Ontario (and together with CLLSP, and BFW, the “**Northland Parties**”) and H.B. White Canada Corp., an unlimited liability company organized under the laws of Nova Scotia (“**HBW**”), White Construction, Inc., a corporation organized under the laws of Indiana (“**WCI**”), and Infrastructure and Energy Alternatives, LLC, a limited liability company organized under the laws of Delaware (“**IEA**” and together with HBW and WCI, the “**HBW Parties**”), regarding a settlement of the disputes among them on the terms more fully defined and described herein and in the plan of compromise or arrangement (the “**Plan**”), to be filed in proceedings (the “**CCAA Proceedings**”) under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) to be commenced by HBW in the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).

Each of NPI, BFW, CLLSP, HBW, WCI, and IEA are hereinafter referred to as a “**Party**” and collectively as the “**Parties**”. Capitalized terms used but not otherwise defined in the main body of this Agreement have the meanings ascribed to such terms in Schedule A hereto.

RECITALS

- (a) BFW and HBW entered into an Engineering, Procurement and Construction Contract, dated as of November 20, 2013, as amended from time to time through Change Orders executed by the applicable parties (as so amended, the “**BFW EPC Contract**”) for the engineering, design, procurement, construction and related services for BFW’s solar photovoltaic electric generating facility located near Burk’s Falls, Ontario (“**BFW Facility**”);
- (b) CLLSP and HBW entered into an Engineering, Procurement and Construction Contract, dated as of April 11, 2014, as amended from time to time through Change Orders executed by the applicable parties (as so amended, the “**CLLSP EPC Contract**” and together with the BFW EPC Contract, the “**Contracts**”) for the engineering, design, procurement, construction and related services for CLLSP’s solar photovoltaic electric generating facilities located near Cochrane, Ontario (“**CLLSP Facilities**” and collectively with the BFW Facility, the “**Facilities**”);
- (c) WCI has guaranteed the obligations under each of the Contracts (respectively, the “**BFW Guarantee**” and the “**CLLSP Guarantee**” and collectively, the “**Guarantees**”);
- (d) WCI is the sole member of HBW;
- (e) IEA is the ultimate parent of WCI and HBW;
- (f) HBW has asserted or may in the future assert various claims, including but not limited to, claims for additional compensation, failure to make payments when due, unapproved change orders, and extension of time against the Northland Parties (collectively, the “**HBW Claims**”);

- (g) The Northland Parties have asserted or may in the future assert various claims against the HBW Parties relating to the Contracts, including but not limited to contractual claims, liquidated damages claims and warranty claims (collectively, the "NPI Claim");
- (h) HBW and its various subcontractors, sub-subcontractors and suppliers have registered construction liens against the real property where the Facilities are located;
- (i) McLean's Mountain Wind Limited Partnership ("MMWF") and the HBW Parties have, contemporaneously herewith, entered into a Settlement and Support Agreement relating to an Engineering, Procurement and Construction Contract, dated as of October 17, 2012, as amended from time to time (as so amended, the "MMWF Contract") between MMWF and HBW for the engineering, design, procurement, construction and related services for MMWF's wind farm generation facility located in the district of Manitoulin, Ontario ("MMWF Facility");
- (j) The Northland Parties, MMWF, WCI, and IEA have, contemporaneously herewith, entered into a settlement agreement or settlement agreements with respect to the Guarantees and the guarantee of the MMWF contract; and
- (k) The Parties have reached agreement to resolve all issues outstanding among them except with respect to the Guarantees (the "Settlement") pursuant to which the Northland Parties shall agree to support the CCAA Proceedings and vote the NPI Claim in favour of the approval of the Plan; provided that the Plan provides for the treatment set out on Exhibit A hereto (the "Northland Plan Treatment");

NOW THEREFORE, for sums payable herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. Settlement and Plan

The Settlement terms as agreed among the Parties are set forth herein and in the Exhibit A hereto and in the Plan. The Plan may be amended from time to time by the HBW Parties without the consent of the Northland Parties; provided, however, that:

- (a) the HBW Parties shall consult with the Northland Parties regarding the terms of the Plan and any amendments thereto;
- (b) the Plan shall provide for the Northland Plan Treatment; and
- (c) the terms of the Plan that provide for the Northland Plan Treatment (i) shall be acceptable to the Northland Parties, and (ii) shall not be amended, modified, varied, limited or otherwise effected without the prior consent of the Northland Parties.

2. Representations and Warranties of the Northland Parties

Each Northland Party hereby represents and warrants, severally and not jointly, to the HBW Parties (and acknowledges that the HBW Parties are relying upon such representations and warranties) that:

- (a) it is, as at the date of this Agreement, the sole legal and beneficial holder of its NPI Claim;
- (b) it has the sole authority to vote or direct the voting of its NPI Claim and, to the best of its knowledge, its NPI Claim is not subject to any liens, charges, encumbrances, obligations or other restrictions that would reasonably be expected to adversely affect such Northland Party's ability to perform its obligations under this Agreement;
- (c) this Agreement has been duly executed and delivered by it, and, assuming the due authorization, execution and delivery by the HBW Parties, this Agreement constitutes the legal, valid and binding obligation of such Northland Party, enforceable against such Northland Party in accordance with its terms, subject to Laws of general application and bankruptcy, insolvency and other similar Laws affecting creditors' rights generally and general principles of equity;
- (d) it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization and has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder and consummate the transactions contemplated hereby;
- (e) to the best of its knowledge, after due inquiry, there is no proceeding, claim or investigation pending before any Governmental Entity, or threatened against such Northland Party or any of its properties that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on such Northland Party's ability to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement; and
- (f) the execution and delivery of this Agreement by it and the completion by it of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not violate or conflict with any judgment, order, notice, decree, statute, Law, ordinance, rule or regulation applicable to such Northland Party or any of its properties or assets.

3. Representations and Warranties of the HBW Parties

Each of the HBW Parties hereby represents and warrants, severally and not jointly, to each Northland Party (and the HBW Parties acknowledge that each of the Northland Parties are relying upon such representations and warranties) that:

- (a) this Agreement has been duly executed and delivered by it, and, assuming the due authorization, execution and delivery by the Northland Parties, this Agreement constitutes the legal, valid and binding obligation of such HBW Party, enforceable against such HBW Party in accordance with its terms, subject to Laws of general application and bankruptcy, insolvency and other similar Laws affecting creditors' rights generally and general principles of equity;
- (b) it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization and has all necessary power and authority to conduct its business as currently being conducted, and to execute and deliver

this Agreement and to perform its obligations hereunder and consummate the transactions contemplated hereby;

- (c) to the best of the knowledge, after due inquiry, of the officers, directors and employees of the HBW Parties who have been involved in the discussions concerning the Settlement, there is no proceeding, claim or investigation pending before any Governmental Entity, or threatened against such HBW Party or any of its properties that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on such HBW Party's ability to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement; and
- (d) the execution and delivery of this Agreement by it and the completion by it of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not violate or conflict with any judgment, order, notice, decree, statute, Law, ordinance, rule or regulation applicable to such HBW Party or any of its properties or assets.

4. Acknowledgments, Covenants and Agreements of the Northland Parties

Subject to, and in consideration of, the matters set forth herein and as long as this Agreement has not expired or been terminated in accordance with the terms hereof and the Plan provides for the Northland Plan Treatment, each Northland Party hereby acknowledges, covenants and agrees in compliance with the timeframe set forth in this Agreement that it shall, subject to the terms and conditions herein:

- (a) (i) consent to and support the Settlement, the Plan, the Claims Procedure Order, the Meeting Order and the Sanction Order, and (ii) not oppose any other order of the Court that does not amend, modify, vary, limit or otherwise effect the Northland Plan Treatment or the terms of the Plan that provide for the Northland Plan Treatment;
- (b) file a single proof of claim in the amount of \$158,000,000 for the aggregate NPI Claim (the "NPI Proof of Claim") in accordance with the terms of the Claims Procedure Order and provide such documentation as may be reasonably requested by the Monitor to support such claim;
- (c) tender or vote (or cause to be tendered or voted) all of the NPI Claim (as set forth in the NPI Proof of Claim):
 - (i) in favour of the approval, consent, ratification and adoption of the Settlement and the Plan, as applicable (and any resolutions or actions required in furtherance thereof); and
 - (ii) against the approval, consent, ratification and adoption of any matter of transaction that, if approved, consented to, ratified or adopted could reasonably be expected to delay, challenge, frustrate or hinder the consummation of the Settlement or the Plan (and any resolutions or actions required in furtherance thereof);

and shall tender its proxy for any such vote in a timely manner in compliance with any deadlines set forth in the Meeting Order;

- (d) not object to, delay, impede, take any action, or omit to take any action, that would delay, challenge, frustrate or hinder the consummation of the Settlement or implementation of the Plan;
- (e) not, directly or indirectly, sell, assign (except as between the Northland Parties), lend, pledge, hypothecate (except with respect to security generally applying to its investments which does not adversely affect such Northland Party's ability to perform its obligations under this Agreement) or otherwise transfer the NPI Claim or any interest therein (or permit any of the foregoing with respect to the NPI Claim), or relinquish or restrict such Northland Party's right to vote the NPI Claim (including without limitation by way of a voting trust or grant of proxy or power of attorney or other appointment of an attorney or attorney-in-fact), or enter into any agreement, arrangement or understanding in connection therewith;
- (f) except with the consent of the HBW Parties, not to solicit, discuss or negotiate, directly or indirectly, any alternative transaction to the Plan with any Person (other than the HBW Parties);
- (g) subject at all times to Section 13, support the existence and factual details of this Agreement being set out in any public disclosure, including, without limitation, press releases and court materials, produced by the HBW Parties at the discretion of the HBW Parties in connection with the Settlement, the CCAA Proceedings and the Plan (subject in each case to the prior approval thereof by the Northland Parties in accordance with the terms of this Agreement);
- (h) with respect to the arbitration proceedings commenced in respect of the CLLSP EPC Contract (the "**Arbitration**") (i) suspend (or consent to the suspension of) the Arbitration until the Filing Outside Date, and adjust the Arbitration schedule accordingly, with any arbitrator's fees charged due to such a rescheduling to be divided equally between the Northland Parties and the HBW Parties; (ii) agree that upon the commencement of the CCAA Proceedings, the Arbitration will be stayed pursuant to the stay of proceedings granted in the CCAA Proceedings and, while this Agreement is in effect, not move to lift the stay; and (iii) consent to dismissal of the Arbitration on a without costs basis upon implementation of the Plan, with any arbitrator's fees charged due to such dismissal to be divided equally between the Northland Parties and the HBW Parties;
- (i) not to support any other creditor in taking any enforcement action in respect of the HBW Parties or any affiliate of the HBW Parties;
- (j) agree that at the Effective Time on the Implementation Date, and provided that the similar releases described in Section 5(f) simultaneously become fully effective and enforceable, the HBW Parties and their respective subsidiaries and affiliates and each of their respective shareholders, partners, officers, directors, employees, financial advisors, legal counsel and agents (each in their capacity as such) (collectively, the "**HBW Released Parties**") will be released and discharged from any and all demands, claims (including any claims arising under section 135 of the *Companies Act* (Nova Scotia), liabilities, causes of action,

debts, accounts, covenants, damages, executions and other recoveries based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date relating to, arising out of or in connection with the Contracts or the Facilities, any agreement in respect of the Contracts or Facilities, any warranty claim (whether arising before or after the Implementation Date), the Plan, this Agreement (other than Section 13), the business and affairs of the Parties and their subsidiaries and affiliates, the CCAA Proceedings and any other proceedings commenced with respect to the Plan and the Settlement; provided, however, that nothing in this paragraph will release or discharge the HBW Parties from or in respect of their obligations to the Northland Parties under the Plan, the Guarantees or the matters set out in Section 13 of this Agreement;

- (k) pursuant to or concurrent upon, as applicable, implementation of the Plan:
- (i) acknowledge and agree that the final contract prices in respect of the BFW EPC Contract is \$15,678,017, excluding HST, and the CLLSP EPC Contract is \$73,432,280, excluding HST (collectively, the "**Final Contract Prices**") and that, notwithstanding the Final Contract Prices, there are no further amounts owing or that may be owing by the Northland Parties under the Contracts, with the exception of the obligations of the Northland Parties under the *Construction Lien Act* (the "**CLA**") with respect to the Lien Holdback Amounts and that the HBW Parties are not entitled to any further payment by the Northland Parties in respect of the Contracts (including, for greater certainty, with respect to the BFW Holdback Amount, the CLLSP Holdback Amount and the Final Contract Prices);
 - (ii) within one (1) Business Day of entry of the Sanction Order, pay to the monitor in the CCAA Proceedings (the "**Monitor**") that portion of the Lien Holdback Amounts necessary to pay the valid lien claims of HBW's subcontractors, sub-subcontractors and suppliers pursuant to the CLA as provided for under the Plan;
 - (iii) consent to the discontinuances of the actions described in section 5(h) below without costs; and
 - (iv) obtain or consent to an order returning the security posted by the Northland Parties to vacate the liens of the HBW Parties and their subcontractors, sub-subcontractors and suppliers, which liens were registered on title to the land and premises of the Facilities.

5. Acknowledgements, Agreements, Covenants and Consents of the HBW Parties

Subject to, and in consideration of, the matters set forth herein and as long as this Agreement has not expired or been terminated in accordance with the terms hereof, each HBW Party hereby acknowledges, covenants and agrees in compliance with the timeframe set forth in this Agreement that it shall, subject to the terms and conditions herein:

- (a) pursue, in a timely manner, the completion of the Settlement in good faith by way of the Plan;

- (b) solely with respect to HBW, file or cause to be filed with the Court an application for an Initial Order on or before the Filing Outside Date and use commercially reasonable efforts (including recommending to creditors that they vote to approve the Plan) to achieve the following timeline:
 - (i) the Court shall have entered the Meeting Order on or prior to 5:00 p.m., Toronto time on September 26, 2016;
 - (ii) the Court shall have entered the Sanction Order on or prior to 5:00 p.m., Toronto time on October 28, 2016; and
 - (iii) the Implementation Date shall have occurred by no later than November 24, 2016, or such later date as may be agreed to by the Parties, acting reasonably (the "Outside Date").
- (c) support the allowance of the NPI Proof of Claim in the claims process conducted pursuant to the Claims Procedure Order by HBW and the Monitor in the CCAA Proceedings in a manner consistent with the terms of this Agreement;
- (d) provide draft copies of the Plan, all motions, applications and orders and other documents with respect to the Plan or the Settlement or that are otherwise contemplated in this Agreement that HBW intends to file with the Court to Osler, Hoskin & Harcourt LLP ("**Oslers**") at least three (3) Business Days prior to the date on which HBW intends to file or otherwise disseminate such documents (or, where circumstances make it impracticable to allow for three (3) Business Days' review, with as much opportunity for review and comments as is practically possible in the circumstances). For the avoidance of doubt, (i) the Claims Procedure Order, Sanction Order and Meeting Order (and any amendments thereto) shall be in form and substance acceptable to the HBW Parties and the Northland Parties, acting reasonably, (ii) the HBW Parties shall consult with the Northland Parties regarding the terms of the Plan and any amendments thereto, and (iii) the terms of the Plan that provide for the Northland Plan Treatment (A) shall be acceptable to the Northland Parties, and (B) shall not be amended, modified, varied, limited or otherwise effected without the prior consent of the Northland Parties;
- (e) with respect to the Arbitration (i) suspend (or consent to the suspension of) the Arbitration until the Filing Outside Date, and adjust the Arbitration schedule accordingly, with any arbitrator's fees charged due to such a rescheduling to be divided equally between the Northland Parties and the HBW Parties; (ii) agree that upon the commencement of the CCAA Proceedings, the Arbitration will be stayed pursuant to the stay of proceedings granted in the CCAA Proceedings and, while this Agreement is in effect, not move to lift the stay and (iii) consent to dismissal of the Arbitration on a without costs basis upon implementation of the Plan, with any arbitrator's fees charged due to such dismissal to be divided equally between the Northland Parties and the HBW Parties;
- (f) agree that at the Effective Time on the Implementation Date, and provided that the similar releases described in Section 4(j) simultaneously become fully effective and enforceable, the Northland Parties and their respective subsidiaries and affiliates and each of their respective shareholders, partners, officers,

directors, employees, financial advisors, legal counsel and agents (collectively, the "**Northland Released Parties**") will be released and discharged from any and all demands, claims, liabilities, causes of action, debts, accounts, covenants, damages, executions and other recoveries based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to Implementation Date relating to, arising out of or in connection with the Contracts or the Facilities and related guarantees, any agreement in respect of the Contracts or Facilities, the Plan, this Agreement (other than Section 13), the business and affairs of the Parties and their subsidiaries and affiliates, the CCAA Proceedings and any other proceedings commenced with respect to the Plan and the Settlement; provided, however, that nothing in this paragraph will release or discharge a Northland Party from or in respect of its obligations to the HBW Parties under the Plan, or the matters set out in Section 13 of this Agreement;

- (g) solely with respect to IEA, at least three (3) Business Days prior to the Implementation Date, fund the amounts required under the Plan to the Monitor;
- (h) pursuant to or concurrent upon, as applicable, implementation of the Plan:
 - (i) acknowledge and agree that the final contract prices in respect of the BFW EPC Contract is \$15,678,017, excluding HST, and the CLLSP EPC Contract is \$73,432,280, excluding HST, and that, notwithstanding the Final Contract Prices, there are no further amounts owing or that may be owing by the Northland Parties under the Contracts, with the exception of the obligations of the Northland Parties under the CLA with respect to the Lien Holdback Amounts and that the HBW Parties are not entitled to any further payment by the Northland Parties in respect of the Contracts (including, for greater certainty, with respect to the BFW Holdback Amount, the CLLSP Holdback Amount and the Final Contract Prices);
 - (ii) register an application to delete the construction liens and to release any liens registered by the HBW Parties on title of the lands and premises of the Facilities;
 - (iii) serve and file a notice of discontinuance on a without costs basis of all crossclaims in respect of any actions commenced by subcontractors and vendors of the HBW Parties;
 - (iv) obtain or consent to an order returning the security posted by the Northland Parties to vacate the liens of the HBW Parties and their subcontractors, sub-subcontractors and suppliers, which liens were registered on title to the land and premises of the Facilities;
 - (v) serve and file a notice of discontinuance without costs in HBW's action Cochrane Court File No.: 19541/15 and HBW's action Parry Sound Court File No.: CV-15-109;
 - (vi) agree that the holdback amount for distribution to the HBW Parties' subcontractors and vendors is the Lien Holdback Amounts; and

- (vii) agree that the non-lien claims against the HBW Parties and the Northland Parties shall proceed as unsecured claims solely against the HBW Parties.

6. Further Assurances

- (a) The HBW Parties and the Northland Parties shall cooperate with each other and shall coordinate their activities (to the extent practicable) in respect of (i) the timely satisfaction of conditions with respect to the effectiveness of the Plan and the Settlement, (ii) all matters concerning the implementation of the Plan and the Settlement and (iii) the pursuit and support of the Plan and the Settlement. Furthermore, subject to the terms hereof, the HBW Parties and the Northland Parties shall take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement, including making and filing any required regulatory filings.
- (b) Each of the HBW Parties and the Northland Parties hereby covenants and agrees (i) to use its commercially reasonable best efforts to negotiate the definitive documents implementing, achieving and relating to the Settlement, including, without limitation, the Plan, all ancillary documents relating thereto, and the draft order of the Court approving or sanctioning the Plan, and (ii) to execute (to the extent they are a party thereto) and otherwise support such documents.
- (c) Each Party shall do all such things in its control, take all such actions as are commercially reasonable, deliver to the other Parties such further information and documents and execute and deliver to the other Parties such further instruments and agreements as another Party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other Party the benefits of this Agreement.

7. Conditions Precedent to Northland Parties' Support Obligations

The obligation of the Northland Parties to vote in favour of the Plan pursuant to Section 4(c)(i) shall be subject to the reasonable satisfaction of the following conditions prior to the Voting Deadline each of which, if not satisfied prior to the Voting Deadline, can only be waived by the Northland Parties (provided that such conditions shall not be enforceable by the Northland Parties if any failure to satisfy such conditions results from an action, error or omission by or within the control of any of the Northland Parties):

- (a) the Claims Procedure Order and the Meeting Order shall have been filed with and issued by the Court in form and substance acceptable to the Northland Parties, acting reasonably;
- (b) the Plan shall provide for the Northland Plan Treatment and the terms of the Plan that provide for the Northland Plan Treatment (i) shall be acceptable to the Northland Parties, and (ii) shall not be amended, modified, varied, limited or otherwise effected without the prior consent of the Northland Parties;
- (c) the HBW Parties shall have complied in all material respects with each covenant in this Agreement that is to be performed on or before the Voting Deadline;

- (d) the representations and warranties of each of the HBW Parties set forth in this Agreement shall continue to be true and correct (except to the extent such representations and warranties are by their terms given as of a specified date, in which case such representations and warranties shall be true and correct in all respects as of such date) except as such representations and warranties may be affected by the occurrence of events or transactions contemplated or permitted by this Agreement; and
- (e) there shall not be in effect any preliminary or final decision, order or decree by a Governmental Entity, no application shall have been made to any Governmental Entity, and no action or investigation shall have been announced, threatened or commenced by any Governmental Entity, in consequence of or in connection with the Settlement that restrains, impedes or prohibits (or if granted would reasonably be expected to restrain, impede or inhibit), the Settlement or any part thereof or requires or purports to require a variation of the Settlement.

8. Conditions to Settlement

- (a) The Settlement shall be subject to the reasonable satisfaction of the following conditions prior to or at the Effective Time, each of which is for the mutual benefit of the HBW Parties, on the one hand, and the Northland Parties, on the other hand, and may be waived, in whole or in part, jointly by the HBW Parties and the Northland Parties (provided that such conditions shall not be enforceable by the HBW Parties or the Northland Parties, as the case may be, if any failure to satisfy such conditions results from an action, error or omission by or within the control of the Party seeking enforcement):
 - (i) the Plan, as may be amended, shall provide for the Northland Plan Treatment and the terms of the Plan that provide for the Northland Plan Treatment (A) shall be acceptable to the Northland Parties, and (B) shall not be amended, modified, varied, limited or otherwise effected without the prior consent of the Northland Parties;
 - (ii) the Plan, as may be amended, shall have been approved by the applicable stakeholders of HBW and the Court;
 - (iii) the Sanction Order shall have been filed and issued by the Court and be in full force and effect on or prior to the Outside Date;
 - (iv) the Implementation Date shall have occurred no later than the Outside Date;
 - (v) all press releases and disclosure documents in respect of the Settlement shall be in a form and substance satisfactory to the HBW Parties and the Northland Parties, acting reasonably; and
 - (vi) there shall not be in effect any preliminary or final decision, order or decree by a Governmental Entity, no application shall have been made to any Governmental Entity, and no action or investigation shall have been announced, threatened or commenced by any Governmental Entity, in consequence of or in connection with the Settlement that restrains,

impedes or prohibits (or if granted would reasonably be expected to restrain, impede or inhibit), the Settlement or any part thereof or requires or purports to require a variation of the Settlement.

- (b) The obligations of the Northland Parties to complete the Settlement and the other transactions contemplated hereby are subject to the satisfaction of the following conditions prior to or at the Effective Time, each of which is for the benefit of the Northland Parties and may be waived, in whole or in part, by the Northland Parties (provided that such conditions shall not be enforceable by the Northland Parties if any failure to satisfy such conditions results from an action, error or omission by or within the control of the Northland Party seeking enforcement):
- (i) all of the following shall have been acceptable to the Northland Parties, acting reasonably, at the time of their filing or issuance: (A) the Claims Procedure Order, (B) the Meeting Order; and (C) the Sanction Order;
 - (ii) the Plan shall provide for the Northland Plan Treatment and the terms of the Plan that provide for the Northland Plan Treatment (A) shall be acceptable to the Northland Parties, and (B) shall not be amended, modified, varied, limited or otherwise effected without the prior consent of the Northland Parties;
 - (iii) the HBW Parties shall have performed all of their obligations and complied in all material respects with each of their covenants in this Agreement; and
 - (iv) the representations and warranties of each of the HBW Parties set forth in this Agreement shall continue to be true and correct (except to the extent such representations and warranties are by their terms given as of a specified date, in which case, such representations and warranties shall be true and correct in all respects as of such date), except as such representations and warranties may be affected by the occurrence of events or transactions contemplated or permitted by this Agreement.
- (c) The obligations of the HBW Parties to complete the Settlement and the other transactions contemplated hereby are subject to the satisfaction of the following conditions prior to or at the Effective Time, each of which is for the benefit of the HBW Parties and may be waived, in whole or in part, by HBW Parties (provided that such conditions shall not be enforceable by the HBW Parties if any failure to satisfy such conditions results from an action, error or omission by or within the control of the HBW Parties):
- (i) the Northland Parties shall have performed all of their obligations and shall have complied in all material respects with each of their covenants in this Agreement;
 - (ii) all required stakeholder, regulatory and Court approvals, consents, waivers and filings in respect of the Plan shall have been obtained or made, as applicable, on terms satisfactory to the HBW Parties; and

- (iii) the representations and warranties of each of the Northland Parties set forth in this Agreement shall continue to be true and correct (except to the extent such representations and warranties are by their terms given as of a specified date, in which case such representations and warranties shall be true and correct in all respects as of such date) except as such representations and warranties may be affected by the occurrence of events or transactions contemplated or permitted by this Agreement.

9. Northland Party Termination Events

This Agreement may be terminated by the delivery to the HBW Parties of a written notice in accordance with Section 15(j) hereof by the Northland Parties in the exercise of their sole discretion, upon the occurrence and, if applicable, continuation of any of the following events:

- (a) the Implementation Date has not occurred on or before the Outside Date;
- (b) any of the HBW Parties take any action inconsistent with this Agreement or fails to comply with, or defaults in the performance or observance of, any material term, condition, covenant or agreement set forth in this Agreement, which, if capable of being cured, is not cured within five (5) Business Days after the receipt of written notice of such failure or default (provided that, for greater certainty, no cure period shall apply with respect to any termination pursuant to Section 9(a) and Section 9(e));
- (c) any representation, warranty or acknowledgement of any of the HBW Parties made in this Agreement shall prove untrue in any material respect as of the date when made;
- (d) the issuance of any final decision, order or decree by a Governmental Entity, in consequence of or in connection with the Settlement, which restrains or impedes in any material respect or prohibits the Settlement or any material part thereof or requires or purports to require a material variation of the Settlement;
- (e) the CCAA Proceedings are dismissed or a receiver, interim receiver, receiver and manager, trustee in bankruptcy, liquidator or administrator is appointed in respect of HBW, unless such event occurs with the prior written consent of the Northland Parties;
- (f) the amendment, modification, variance, limiting or filing of a pleading by the HBW Parties seeking to amend, modify, vary, limit or otherwise effect the Northland Plan Treatment or the terms of the Plan that provide for the Northland Plan Treatment, without the consent of the Northland Parties; or
- (g) the conditions set forth in Section 7 are not satisfied or waived by the Voting Deadline, or the conditions set forth in Section 8 are not satisfied or waived by the Outside Date.

10. HBW Party Termination Events

This Agreement may be terminated by the delivery to the Northland Parties (with a copy to Oslers) of a written notice in accordance with Section 15(j) by the HBW Parties, in the exercise of its sole discretion, upon the occurrence and continuation of any of the following events:

- (a) the Implementation Date has not occurred on or before the Outside Date;
- (b) any of the Northland Parties take any action inconsistent with this Agreement or fails to comply with, or defaults in the performance or observance of, any material term, condition, covenant or agreement set forth in this Agreement, which, if capable of being cured, is not cured within five (5) Business Days after the receipt of written notice of such failure or default (provided that, for greater certainty, no cure period shall apply with respect to any termination pursuant to Section 10(a) and Section 10(d));
- (c) any representation, warranty or acknowledgement of any of the Northland Parties made in this Agreement shall prove untrue in any material respect as of the date when made;
- (d) the CCAA Proceedings are dismissed or a receiver, interim receiver, receiver and manager, trustee in bankruptcy, liquidator or administrator is appointed in respect of HBW, unless such event occurs with the prior written consent of the HBW Parties;
- (e) the Northland Parties fail to vote in favour of the Plan in accordance with the requirements set out in the Meeting Order;
- (f) the conditions set forth in Section 8 are not satisfied or waived by the Outside Date; and
- (g) the issuance of any final decision, order or decree by a Governmental Entity, in consequence of or in connection with the Settlement, in each case which restrains or impedes in any material respect or prohibits the Settlement or any material part thereof or requires or purports to require a material variation of the Settlement.

11. Mutual Termination

This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual agreement between (a) the HBW Parties and (b) the Northland Parties.

12. Effect of Termination

Upon termination of this Agreement pursuant to Sections 9, 10 or 11 hereof, this Agreement shall be of no further force and effect and each Party hereto shall be automatically and simultaneously released from its commitments, undertakings, and agreements under or related to this Agreement, except for the rights, agreements, commitments and obligations under Sections 13 and 15, all of which shall survive the termination, and each Party shall have the rights and remedies that it would have had if not entered into this Agreement and shall be

entitled to take all actions, whether with respect to the Settlement or otherwise, that it would have been entitled to take had it not entered into this Agreement.

13. Confidentiality

- (a) All information provided to a Party by the other Party or its representatives shall be kept in the strictest confidence and not disclosed to a third party or used (including in connection with any press releases) by the party receiving such information, save and except for the consideration and completion of the Settlement contemplated herein or except as required by: (i) a court of competent authority, or (ii) any applicable legislation, Law (including pursuant to any reporting obligations under applicable securities Laws), regulation or listing requirement; provided that, in the case of either (i) or (ii), reasonable prior notice of the required disclosure (including a copy in writing of the proposed disclosure) has been provided by the party proposing to make such disclosure to the other party, to the extent reasonably practicable under the circumstances, and such other party is provided the opportunity to consult as to the contents and to provide comments thereon.
- (b) The foregoing restriction does not apply to any information which is or becomes generally available to the public, or which was known to such party prior to its receipt of information from the other party or which such party obtained from an independent third party who obtained the information lawfully and was under no obligation of confidentiality with respect to the information.
- (c) The Parties further acknowledge that: (a) the Northland Parties may disclose the Final Contract Prices to lien claimants of the Facilities; and (b) the existence and terms of this communication and this Agreement may be disclosed in materials filed by the HBW Parties with the Court to effectuate the Plan; provided, however, that Northland Parties will be provided with the opportunity to review and comment on such materials.
- (d) Notwithstanding the foregoing, the HBW Parties, the Northland Parties, and Oaktree Capital Management, L.P. shall be permitted to disclose the contents of this Agreement to their lenders, equipment lessors, investors, shareholders, partners, advisors and any party contemplating the purchase of an ownership interest in any of the Northland Parties; provided such parties agree to keep such information strictly confidential.

14. Additional Agreements

- (a) Notwithstanding anything to the contrary herein, the Northland Parties' recovery from any person against whom the Northland Parties, or any of them, pursue a claim for damages (a "Third Party Defendant") and with whom the HBW Released Parties, or any of them, are judicially determined to be jointly and severally liable to the Northland Parties, or any of them, for damages, will be limited to the Third Party Defendant's several and proportionate share of liability, as determined by the Court, provided however, that the Northland Parties shall not take any action against any Third Party Defendant to the extent that such Third Party Defendant's claims against the HBW Released Parties are not released or otherwise enjoined pursuant to the Plan or otherwise.

- (b) Pursuant to or concurrent upon the implementation of the Plan, the Northland Parties shall issue a certificate of substantial completion ("**Substantial Completion**") with respect to the BFW Facility and assume responsibility for the BFW Facility, including the responsibility for storm water management and monitoring of storm water discharge from the date of issuance of the certificate of Substantial Completion. Notwithstanding the foregoing, the Parties acknowledge and agree that the Northland Parties will not assume any liability or responsibility for the acts or omissions or conduct of the HBW Parties prior to the date of issuance of the certificate of Substantial Completion by the Northland Parties including those in connection with any matters currently under investigation by Environment Canada, the Ministry of Natural Resources and Forestry, or any other regulatory or governmental authority or that may be or otherwise become the subject of any investigation by Environment Canada or any other regulatory or governmental authority, including without limitation any storm water management matters that occurred prior to Substantial Completion.

15. Miscellaneous

- (a) The headings in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement.
- (b) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.
- (c) Unless otherwise specifically indicated, all sums of money referred to in this Agreement are expressed in lawful money of Canada.
- (d) This Agreement and any other agreements contemplated by or entered into pursuant to this Agreement (which will include the Plan), constitutes the entire agreement and supersedes all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof.
- (e) The agreements, representations and obligations of the Northland Parties under this Agreement are, in all respects, several and not joint and several.
- (f) Any Person signing this Agreement in a representative capacity (i) represents and warrants that he/she is authorized to sign this Agreement on behalf of the Party he/she represents and that his/her signature upon this Agreement will bind the represented Party to the terms hereof, and (ii) acknowledges that the other Parties hereto have relied upon such representation and warranty.
- (g) No director, officer or employee of any of the HBW Parties or any of their legal, financial or other advisors shall have any personal Liability to any of the Northland Parties under this Agreement. No director, officer or employee of any of the Northland Parties or any of their legal, financial or other advisors shall have any personal Liability to any of the HBW Parties under this Agreement.
- (h) This Agreement may be modified, amended or supplemented as to any matter by an instrument in writing signed by the HBW Parties and the Northland Parties.

- (i) Any date, time or period referred to in this Agreement shall be of the essence except to the extent to which the Parties agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- (j) All notices, consents and other communications which may be or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be deemed to be validly given if served personally or by PDF/email transmission, in each case addressed to the particular Party:

1. If to the HBW Parties, at:

c/o Infrastructure & Energy Alternatives LLC
2647 Waterfront Parkway E. Dr. Suite 100
Indianapolis, IN 46214

Attention: David Bostwick
Vice President and General Counsel
Fax: 888-884-9845
Email: David.Bostwick@iea.net

with a required copy (which shall not be deemed notice) to:

Cassels Brock & Blackwell LLP
40 King Street West
2100 Scotia Plaza
Toronto, ON M5H 3C2

Attention: Shayne Kukulowicz and Jane Dietrich
Fax: (416) 640-3176 / (416) 640-3144
Email: skukulowicz@casselsbrock.com;
jdietrich@casselsbrock.com

2. If to the Northland Parties

c/o Northland Power Inc.
30 St. Clair Ave. W., 12th Floor
Toronto, ON M4V 3A1

Attention: General Counsel
Fax: (416) 962-6266
Email: legal@northlandpower.ca

with a required copy (which shall not be deemed notice) to

Osler, Hoskin & Harcourt LLP
Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8


Attention: Marc Wasserman and Martino Calvaruso
Fax: (416) 862-6666
Email: mwasserman@osler.com;
mcalvaruso@osler.com

or at such other address of which any Party may, from time to time, advise the other Parties by notice in writing given in accordance with the foregoing. The date of receipt of any such notice shall be deemed to be the date of delivery or transmission thereof.


- (k) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.
- (l) The provisions of this Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns, provided that no Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other Parties hereto.
- (m) This Agreement is governed by the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.
- (n) It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including an order by a court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.
- (o) The Parties waive any right to trial by jury in any proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, present or future, and whether sounding in contract, tort or otherwise. Any Party may file a copy of this provision with any court as written evidence of the knowing, voluntary and bargained for agreement between the Parties irrevocably to waive trial by jury, and that any proceeding whatsoever between them relating to this Agreement or any of the transactions contemplated by this Agreement shall instead be tried by a judge or judges sitting without a jury.
- (p) Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties, and no other Person or entity shall be a third-party beneficiary hereof.
- (q) This Agreement may be executed by facsimile or other electronic means and in one or more counterparts, all of which shall be considered one and the same agreement.

[Signature pages follow]

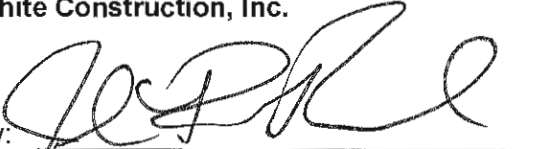
H.B. White Canada Corp.

By: 
Name: John P. Roehm
Title: President


Infrastructure And Energy Alternatives, LLC


By: 
Name: John P. Roehm
Title: President

White Construction, Inc.

By: 
Name: John P. Roehm
Title: President

Northland Power Inc.

By: 
Name: Paul Bradley
Title: CFO

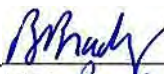
By: 
Name: Michael Shadkott
Title: General Counsel


**Northland Power Solar Burks Falls West L.P.,
by its General Partner, Northland Power Solar
Burks Falls West GP Inc.**

By: 
Name: Paul Bradley
Title: CFO

By: 
Name: Michael Shadkott
Title: General Counsel


**Northland Power Solar Abitibi L.P., by its
General Partner, Northland Power Solar
Abitibi GP Inc.**

By: 
Name: Paul Bradley
Title: CFO


By: 
Name: Michael Shadkott
Title: General Counsel


**Northland Power Solar Empire L.P., by its
General Partner, Northland Power Solar
Empire GP Inc.**

By: 
Name: Paul Bradley
Title: CFO


By: 
Name: Michael Shadbat
Title: General Counsel


**Northland Power Solar Martin's Meadows
L.P., by its General Partner, Northland Power
Solar Martin's Meadows GP Inc.**

By: 
Name: Paul Bradley
Title: CFO

By: 
Name: Michael Shadbat
Title: General Counsel

**Northland Power Solar Long Lake L.P., by its
General Partner, Northland Power Solar Long
Lake GP Inc.**

By: 
Name: Paul Bradley
Title: CFO

By: 
Name: Michael Shadbat
Title: General Counsel

**SCHEDULE A
DEFINITIONS**

Definition	Section or Page Number
"Agreement"	Page 1 (1st paragraph)
"Arbitration"	Section 4(h)
"BFW"	Page 1 (1st paragraph)
"BFW EPC Contract"	Recital (a)
"BFW Facility"	Recital (a)
"BFW Guarantee"	Recital (c)
"CCAA"	Page 1 (1st paragraph)
"CCAA Proceedings"	Page 1 (1st paragraph)
"CLA"	Section 4(k)(i)
"CLLSP"	Page 1 (1st paragraph)
"CLLSP EPC Contract"	Recital (b)
"CLLSP Facilities"	Recital (b)
"CLLSP Guarantee"	Recital (c)
"Contracts"	Recital (b)
"Court"	Page 1 (1st paragraph)
"Facilities"	Recital (b)
"Final Contract Prices"	Section 4(k)(i)
"Guarantees"	Recital (c)
"HBW"	Page 1 (1st paragraph)
"HBW Claims"	Recital (f)
"HBW Parties"	Page 1 (1st paragraph)
"HBW Released Parties"	Section 4(j)
"IEA"	Page 1 (1st paragraph)
"MMWF"	Recital (i)
"MMWF Contract"	Recital (i)
"MMWF Facility"	Recital (i)
"Monitor"	Section 4(k)(ii)
"Northland Parties"	Page 1 (1st paragraph)
"Northland Plan Treatment"	Recital (k)
"Northland Released Parties"	Section 5(f)
"NPI"	Page 1 (1st paragraph)
"NPI Claim"	Recital (g)
"NPI Proof of Claim"	Section 4(b)
"Outside Date"	Section 5(b)(iii)
"Oslers"	Section 5(d)
"Party" or "Parties"	Page 1 (2 nd paragraph)
"Plan"	Page 1 (1st paragraph)
"Settlement"	Recital (k)
"Substantial Completion"	Section 14(b)
"Third Party Defendant"	Section 14(a)

Definition	Section or Page Number
"WCI"	Page 1 (1st paragraph)

In addition, the following terms used in this Agreement shall have the following meanings:

"BFW Holdback Amount" means \$1,567,802, representing 10% of the final contract price for the BFW EPC Contract excluding HST.

"Business Day" means each day, other than a Saturday or Sunday or a statutory or civic holiday, that banks are open for business in Toronto, Ontario, Canada.

"Claims Procedure Order" means an order of the Court establishing a procedure for calling claims against HBW and its directors and officers, in form and substance acceptable to the HBW Parties and the Northland Parties, acting reasonably.

"CLLSP Holdback Amount" means \$7,343,228, representing 10% of the final contract price for the CLLSP EPC Contract excluding HST.

"Effective Time" means the time at which the Plan is implemented.

"Filing Outside Date" means July 8, 2016.

"Governmental Entity" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"Implementation Date" means the date on which the Plan is implemented.

"Initial Order" means an order of the Court granting HBW protection under the CCAA and providing other customary relief.

"Law" or **"Laws"** means any law, statute, order, decree, consent decree, judgment, rule regulation, ordinance or other pronouncement having the effect of law whether in Canada, the United States, or any other country, or any domestic or foreign state, county, province, city or other political subdivision or of any Governmental Entity.

"Liability" means any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guarantee or endorsement of or by any Person of any type, whether accrued, absolute, contingent, matured, unmatured, liquidated, unliquidated, known or unknown.

"Lien Holdback Amounts" means the CLLSP Holdback Amount and the BFW Holdback Amount.

"Meeting Order" means an order of the Court accepting the Plan for filing and ordering a meeting of the creditors, in form and substance acceptable to the HBW Parties and the Northland Parties, acting reasonably.

“Person” means an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated association, a Governmental Entity or any agency, instrumentality or political subdivision of a Governmental Entity, or any other entity or body.

“Sanction Order” means an order of the Court sanctioning the Plan, in form and substance acceptable to the HBW Parties and the Northland Parties, acting reasonably.

“Voting Deadline” means the date on which votes are due in respect of the Plan, as established by the Meeting Order to be entered in the CCAA Proceedings, as the same may be amended by Order of the Court or with the consent of HBW, the Monitor and the Northland Parties, acting reasonably.

**EXHIBIT A
NORTHLAND PLAN TREATMENT**

The Northland Plan Treatment means:

- (i) the Northland Parties (or their designee) receive a cash distribution of \$6 million;
- (ii) trade creditors who have asserted lien claims against the Northland Parties shall be required to:
 - (A) limit their secured claims to the CLLSP Holdback Amount and the BFW Holdback Amount (as applicable) with the remainder of their claims being treated as unsecured claims against HBW,
 - (B) consent to the return to the Northland Parties of all of the letters of credit and security currently posted by the Northland Parties to vacate the presently asserted construction liens against the Facilities, and
 - (C) provide the Northland Parties with all additional domestic content documentation required by their applicable contracts relating to the Designated Activity 6, 7 and 8, all as more further described and set forth in the Agreement and in the Plan; and
- (iii) a release, including by affected creditors, HBW, WCI and IEA, under the Plan in favour of the Northland Parties and MMWF for any claims relating to, arising out of or in connection with the Facilities, the MMWF Facility, the Contracts, the MMWF Contract, the Plan, the CCAA Proceedings, or any claim that has been barred or extinguished by the Claims Procedure Order and all claims arising out of such actions or omissions shall be forever waived, released and discharged (other than the right to enforce the Northland Parties' or MMWF's obligations under the Plan or any related document), all to the full extent permitted by applicable law, provided that nothing in the Plan shall release or discharge any Northland Party or MMWF if such Northland Party or MMWF, as applicable, is judged by the expressed terms of a judgment rendered on a final determination on the merits to have committed criminal, fraudulent or other wilful misconduct,

or such other treatment as may be agreed by the Northland Parties.

C

This is Exhibit "C" referred to in the Affidavit of Philip J. Gund
sworn July 6, 2016

SEE ATTACHED

Notary Public

My commission expires _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

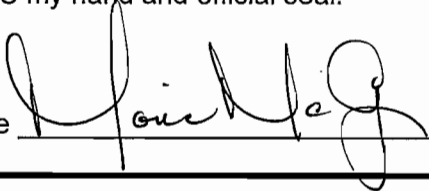
State of California
County of San Mateo)

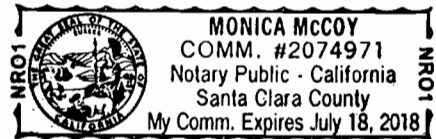
On July 6, 2016 before me, Monica McCoy, Notary Public
(insert name and title of the officer)

personally appeared Philip J. Gund,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



SETTLEMENT AND SUPPORT AGREEMENT

This **SETTLEMENT AND SUPPORT AGREEMENT** (the "**Agreement**") dated as of July 6, 2016, sets out the agreement by each of McLean's Mountain Wind Limited Partnership, a limited partnership organized under the laws of Ontario ("**MMWF**") and H.B. White Canada Corp., an unlimited liability company organized under the laws of Nova Scotia ("**HBW**"), White Construction, Inc., a corporation organized under the laws of Indiana ("**WCI**"), and Infrastructure and Energy Alternatives, LLC, a limited liability company organized under the laws of Delaware ("**IEA**" and together with HBW and WCI, the "**HBW Parties**"), regarding a settlement of the disputes among them on the terms more fully defined and described herein and in the plan of compromise or arrangement (the "**Plan**"), to be filed in proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (the "**CCAA**") to be commenced by HBW in the Ontario Superior Court of Justice (Commercial List) (the "**Court**").

Each of MMWF, HBW, WCI, and IEA are hereinafter referred to as a "**Party**" and collectively as the "**Parties**". Capitalized terms used but not otherwise defined in the main body of this Agreement have the meanings ascribed to such terms in Schedule A hereto.

RECITALS

- (a) MMWF and HBW entered into an Engineering, Procurement and Construction Contract, dated as of October 17, 2012, as amended from time to time (as so amended, the "**MMWF Contract**") for the engineering, design, procurement, construction and related services for MMWF's wind farm generation facility located in the district of Manitoulin, Ontario ("**MMWF Facility**");
- (b) WCI has guaranteed the obligations under the MMWF Contract (the "**MMWF Guarantee**");
- (c) WCI is the sole member of HBW;
- (d) IEA is the ultimate parent of WCI and HBW;
- (e) HBW has asserted or may in the future assert various claims, including but not limited to, claims for additional compensation, failure to make payments when due, unapproved change orders, and extension of time against MMWF (collectively, the "**HBW Claims**");
- (f) MMWF has asserted or may in the future assert various claims against the HBW Parties relating to the MMWF Contract, including but not limited to contractual claims, liquidated damages claims and warranty claims (collectively, the "**MMWF Claim**");
- (g) HBW has registered construction liens against the real property where the MMWF Facility is located;
- (h) Northland Power Solar Burks Falls West L.P. ("**BFW**") and Northland Power Solar Abitibi L.P., Northland Power Solar Empire L.P., Northland Power Solar Martin's Meadows L.P., and Northland Power Solar Long Lake L.P. (collectively "**CLLSP**"), and Northland Power Inc. ("**NPI**", and together with CLLSP, and BFW, the "**Northland Parties**") and the HBW Parties have, contemporaneously herewith, entered into a Settlement and Support Agreement (the "**Northland Parties**");

Settlement and Support Agreement") to resolve certain of the issues outstanding among them, including that the Plan will provide for the Northland Plan Treatment (as defined in the Northland Parties Settlement and Support Agreement);

- (i) the Northland Parties, MMWF, WCI, and IEA have, contemporaneously herewith, entered into a settlement agreement or settlement agreements with respect to the MMWF Guarantee and the guarantees as between the Northland Parties and the HBW Parties; and
- (j) the Parties have reached agreement to resolve all of the issues outstanding among them (the "**Settlement**"), except for the MMFW Guarantee, pursuant to the terms set forth herein;

NOW THEREFORE for sums payable herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. Settlement

The Settlement terms as agreed among the Parties are set forth herein.

2. Representations and Warranties of MMWF

MMWF hereby represents and warrants to the HBW Parties (and acknowledges that the HBW Parties are relying upon such representations and warranties) that:

- (a) it is, as at the date of this Agreement, the sole legal and beneficial holder of its MMWF Claim;
- (b) it has the sole authority to vote or direct the voting of its MMFW Claim and to the best of its knowledge, its MMWF Claim is not subject to any liens, charges, encumbrances, obligations or other restrictions that would reasonably be expected to adversely affect MMWF's ability to perform its obligations under this Agreement;
- (c) this Agreement has been duly executed and delivered by it, and, assuming the due authorization, execution and delivery by the HBW Parties, this Agreement constitutes the legal, valid and binding obligation of MMWF, enforceable against MMWF in accordance with its terms, subject to Laws of general application and bankruptcy, insolvency and other similar Laws affecting creditors' rights generally and general principles of equity;
- (d) it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization and has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder and consummate the transactions contemplated hereby;
- (e) to the best of its knowledge, after due inquiry, there is no proceeding, claim or investigation pending before any Governmental Entity, or threatened against MMWF or any of its properties that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on MMWF's ability to

execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement; and

- (f) the execution and delivery of this Agreement by it and the completion by it of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not violate or conflict with any judgment, order, notice, decree, statute, Law, ordinance, rule or regulation applicable to MMWF or any of its properties or assets.

3. Representations and Warranties of the HBW Parties

Each of the HBW Parties hereby represents and warrants, severally and not jointly, to MMWF (and the HBW Parties acknowledge that MMWF is relying upon such representations and warranties) that:

- (a) this Agreement has been duly executed and delivered by it, and, assuming the due authorization, execution and delivery by MMWF, this Agreement constitutes the legal, valid and binding obligation of such HBW Party, enforceable against such HBW Party in accordance with its terms, subject to Laws of general application and bankruptcy, insolvency and other similar Laws affecting creditors' rights generally and general principles of equity;
- (b) it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization and has all necessary power and authority to conduct its business as currently being conducted, and to execute and deliver this Agreement and to perform its obligations hereunder and consummate the transactions contemplated hereby;
- (c) to the best of the knowledge, after due inquiry, of the officers, directors and employees of the HBW Parties who have been involved in the discussions concerning the Settlement, there is no proceeding, claim or investigation pending before any Governmental Entity, or threatened against such HBW Party or any of its properties that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on such HBW Party's ability to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement; and
- (d) the execution and delivery of this Agreement by it and the completion by it of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not violate or conflict with any judgment, order, notice, decree, statute, Law, ordinance, rule or regulation applicable to such HBW Party or any of its properties or assets.

4. Acknowledgments, Covenants and Agreements of MMWF

Subject to, and in consideration of, the matters set forth herein and as long as this Agreement has not expired or been terminated in accordance with the terms hereof, MMWF hereby acknowledges, covenants and agrees in compliance with the timeframe set forth in this Agreement that it shall, subject to the terms and conditions herein:

- (a) not oppose any other order of the Court that does not amend, modify, vary, limit or otherwise effect the Northland Plan Treatment or the terms of the Plan that provide for the Northland Plan Treatment;
- (b) file a single proof of claim in the amount of \$13,000,000 for the MMWF Claim (the "**MMWF Proof of Claim**") in accordance with the terms of the Claims Procedure Order and provide such documentation as may be reasonably requested by the monitor in the CCAA Proceedings (the "**Monitor**") to support such claim;
- (c) tender or vote (or cause to be tendered or voted) all of the MMWF Claim (as set forth in the MMWF Proof of Claim):
 - (i) in favour of the approval, consent, ratification and adoption of the Settlement and the Plan, as applicable (and any resolutions or actions required in furtherance thereof); and
 - (ii) against the approval, consent, ratification and adoption of any matter or transaction that, if approved, consented to, ratified or adopted could reasonably be expected to delay, challenge, frustrate or hinder the consummation of the Settlement or the Plan (and any resolutions or actions required in furtherance thereof);

and shall tender its proxy for any such vote in a timely manner in compliance with any deadlines set forth in the Meeting Order;

- (d) not object to, delay, impede, take any action, or omit to take any action, that would delay, challenge, frustrate or hinder the consummation of the Settlement or implementation of the Plan;
- (e) not, directly or indirectly, sell, assign, lend, pledge, hypothecate (except with respect to security generally applying to its investments which does not adversely affect MMWF's ability to perform its obligations under this Agreement) or otherwise transfer the MMWF Claim or any interest therein (or permit any of the foregoing with respect to the MMWF Claim), or relinquish or restrict MMWF's right to vote the MMWF Claim (including without limitation by way of a voting trust or grant of proxy or power of attorney or other appointment of an attorney or attorney-in-fact), or enter into any agreement, arrangement or understanding in connection therewith;
- (f) except with the consent of the HBW Parties, not to solicit, discuss or negotiate, directly or indirectly, any alternative transaction to the Plan with any Person (other than the HBW Parties);
- (g) subject at all times to Section 13, support the existence and factual details of this Agreement being set out in any public disclosure, including, without limitation, press releases and court materials, produced by the HBW Parties at the discretion of the HBW Parties in connection with the Settlement, the CCAA Proceedings and the Plan (subject in each case to the prior approval thereof by MMWF in accordance with the terms of this Agreement);

- (h) not to support any other creditor in taking any enforcement action in respect of the HBW Parties or any affiliate of the HBW Parties;
- (i) agree that at the Effective Time on the Implementation Date, and provided that the similar releases described in Section 5(e) simultaneously become fully effective and enforceable, the HBW Parties and their respective subsidiaries and affiliates and each of their respective shareholders, partners, officers, directors, employees, financial advisors, legal counsel and agents (each in their capacity as such) (collectively, the "**HBW Released Parties**") will be released and discharged from any and all demands, claims (including any claims arising under section 135 of the *Companies Act* (Nova Scotia), liabilities, causes of action, debts, accounts, covenants, damages, executions and other recoveries based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date relating to, arising out of or in connection with the MMWF Contract or the MMWF Facility, any agreement in respect of the MMWF Contract or the MMWF Facility, any warranty claim (whether arising before or after the Implementation Date), the Plan, this Agreement (other than Section 13), the business and affairs of the Parties and their subsidiaries and affiliates, the CCAA Proceedings and any other proceedings commenced with respect to the Plan and the Settlement; provided, however, that nothing in this paragraph will release or discharge the HBW Parties from or in respect of their obligations to MMWF under the Plan, the MMWF Guarantee or the matters set out in Section 13 of this Agreement;
- (j) pursuant to or concurrent upon, as applicable, implementation of the Plan:
 - (i) waive any distribution pursuant to the Plan solely in connection with the MMWF Claim;
 - (ii) acknowledge and agree that the final contract price in respect of the MMWF Contract is \$57,064,152, excluding HST (the "**Final Contract Price**") and that, notwithstanding the Final Contract Price, there are no further amounts owing or that may be owing by MMWF under the MMWF Contract, and that the HBW Parties are not entitled to any further payment by MMWF in respect of the MMWF Contract (including, for greater certainty, with respect to the Final Contract Price and under the *Construction Lien Act* (the "**CLA**"));
 - (iii) acknowledge and agree that the MMWF Facility has achieved Substantial Completion (as defined in the MMWF Contract);
 - (iv) consent to the discontinuances of the actions described in section 5(g) below without costs; and
 - (v) obtain or consent to an order returning the security posted by MMWF to vacate the liens of the HBW Parties, which liens were registered on title to the land and premises of the MMWF Facility.

5. Acknowledgements, Agreements, Covenants and Consents of the HBW Parties

Subject to, and in consideration of, the matters set forth herein and as long as this Agreement has not expired or been terminated in accordance with the terms hereof, each HBW Party hereby acknowledges, covenants and agrees in compliance with the timeframe set forth in this Agreement that it shall, subject to the terms and conditions herein:

- (a) pursue, in a timely manner, the completion of the Settlement in good faith by way of the Plan;
- (b) solely with respect to HBW, file or cause to be filed with the Court an application for an Initial Order on or before the Filing Outside Date and use commercially reasonable efforts (including recommending to creditors that they vote to approve the Plan) to achieve the following timeline:
 - (i) the Court shall have entered the Meeting Order on or prior to 5:00 p.m., Toronto time on September 26, 2016;
 - (ii) the Court shall have entered the Sanction Order on or prior to 5:00 p.m., Toronto time on October 28, 2016; and
 - (iii) the Implementation Date shall have occurred by no later than November 24, 2016, or such later date as may be agreed to by the Parties, acting reasonably (the "**Outside Date**").
- (c) support the allowance of the MMWF Proof of Claim in the claims process conducted pursuant to the Claims Procedure Order by HBW and the Monitor in the CCAA Proceedings in a manner consistent with the terms of this Agreement;
- (d) provide draft copies of the Plan, all motions, applications and orders and other documents with respect to the Plan or the Settlement or that are otherwise contemplated in this Agreement that HBW intends to file with the Court to Osler, Hoskin & Harcourt LLP ("**Oslers**") at least three (3) Business Days prior to the date on which HBW intends to file or otherwise disseminate such documents (or, where circumstances make it impracticable to allow for three (3) Business Days' review, with as much opportunity for review and comments as is practically possible in the circumstances). For the avoidance of doubt, the Claims Procedure Order, Sanction Order and Meeting Order (and any amendments thereto) shall be in form and substance acceptable to the HBW Parties, acting reasonably;
- (e) agree that at the Effective Time on the Implementation Date, and provided that the similar releases described in Section 4(i) simultaneously become fully effective and enforceable, MMWF and its respective subsidiaries and affiliates and its and their respective shareholders, partners, officers, directors, employees, financial advisors, legal counsel and agents (collectively, the "**MMWF Released Parties**") will be released and discharged from any and all demands, claims, liabilities, causes of action, debts, accounts, covenants, damages, executions and other recoveries based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of implementation of the Plan relating to, arising out of or in connection with

the MMWF Contract or the MMWF Facility and related guarantees, any agreement in respect of the MMWF Contract or the MMWF Facility, the Plan, this Agreement (other than Section 13), the business and affairs of the Parties and their subsidiaries and affiliates, the CCAA Proceedings and any other proceedings commenced with respect to the Plan and the Settlement; provided, however, that nothing in this paragraph will release or discharge MMWF from or in respect of its obligations to the HBW Parties under the Plan, or the matters set out in Section 13 of this Agreement;

- (f) solely with respect to IEA, at least three (3) Business Days prior to the Implementation Date, fund the amounts required under the Plan to the Monitor;
- (g) pursuant to or concurrent upon, as applicable, implementation of the Plan:
 - (i) acknowledge and agree that the final contract price in respect of the MMWF Contract is \$57,064,152, excluding HST, and that, notwithstanding the Final Contract Price, there are no further amounts owing or that may be owing by MMWF under the MMWF Contract, and that the HBW Parties are not entitled to any further payment by MMWF in respect of the MMWF Contract (including, for greater certainty, with respect to the Final Contract Price and under the CLA);
 - (ii) register an application to delete the construction liens and to release any liens registered by the HBW Parties on title of the lands and premises of the MMWF Facility;
 - (iii) obtain or consent to an order returning the security posted by MMWF to vacate the liens of the HBW Parties, which liens were registered on title to the land and premises of the MMWF Facility; and
 - (iv) serve and file a notice of discontinuance without costs in HBW's action in Gore Bay Court File No.: C15-0013.

6. Further Assurances

- (a) The HBW Parties and MMWF shall cooperate with each other and shall coordinate their activities (to the extent practicable) in respect of (i) the timely satisfaction of conditions with respect to the effectiveness of the Plan and the Settlement, (ii) all matters concerning the implementation of the Plan and the Settlement and (iii) the pursuit and support of the Plan and the Settlement. Furthermore, subject to the terms hereof, the HBW Parties and MMWF shall take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement, including making and filing any required regulatory filings.
- (b) Each of the HBW Parties and MMWF hereby covenants and agrees (i) to use its commercially reasonable best efforts to negotiate the definitive documents implementing, achieving and relating to the Settlement, including, without limitation, the Plan, all ancillary documents relating thereto, and the draft order of the Court approving or sanctioning the Plan, and (ii) to execute (to the extent they are a party thereto) and otherwise support such documents.

- (c) Each Party shall do all such things in its control, take all such actions as are commercially reasonable, deliver to the other Parties such further information and documents and execute and deliver to the other Parties such further instruments and agreements as another Party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other Party the benefits of this Agreement.

7. Conditions Precedent to MMWF's Support Obligations

The obligation of MMWF to vote in favour of the Plan pursuant to Section 4(c)(i) shall be subject to the reasonable satisfaction of the following conditions prior to the Voting Deadline each of which, if not satisfied prior to the Voting Deadline, can only be waived by MMWF (provided that such conditions shall not be enforceable by MMWF if any failure to satisfy such conditions results from an action, error or omission by or within the control of any MMWF):

- (a) the Claims Procedure Order and the Meeting Order shall have been filed with and issued by the Court in form and substance acceptable to MMWF, acting reasonably;
- (b) the Plan shall provide for the Northland Plan Treatment and the terms of the Plan that provide for the Northland Plan Treatment (i) shall be acceptable to the Northland Parties, and (ii) shall not be amended, modified, varied, limited or otherwise effected without the prior consent of the Northland Parties;
- (c) the HBW Parties shall have complied in all material respects with each covenant in this Agreement that is to be performed on or before the Voting Deadline;
- (d) the representations and warranties of each of the HBW Parties set forth in this Agreement shall continue to be true and correct (except to the extent such representations and warranties are by their terms given as of a specified date, in which case such representations and warranties shall be true and correct in all respects as of such date) except as such representations and warranties may be affected by the occurrence of events or transactions contemplated or permitted by this Agreement; and
- (e) there shall not be in effect any preliminary or final decision, order or decree by a Governmental Entity, no application shall have been made to any Governmental Entity, and no action or investigation shall have been announced, threatened or commenced by any Governmental Entity, in consequence of or in connection with the Settlement that restrains, impedes or prohibits (or if granted would reasonably be expected to restrain, impede or inhibit), the Settlement or any part thereof or requires or purports to require a variation of the Settlement.

8. Conditions to Settlement

- (a) The Settlement shall be subject to the reasonable satisfaction of the following conditions prior to or at the time the Plan is implemented (the "**Effective Time**"), each of which is for the mutual benefit of the HBW Parties, on the one hand, and MMWF, on the other hand, and may be waived, in whole or in part, jointly by the HBW Parties and MMWF (provided that such conditions shall not be enforceable

by the HBW Parties or MMWF, as the case may be, if any failure to satisfy such conditions results from an action, error or omission by or within the control of the Party seeking enforcement):

- (i) the Plan, as may be amended, shall provide for the Northland Plan Treatment and the terms of the Plan that provide for the Northland Plan Treatment (A) shall be acceptable to the Northland Parties, and (B) shall not be amended, modified, varied, limited or otherwise effected without the prior consent of the Northland Parties;
 - (ii) the Plan, as may be amended, shall have been approved by the applicable stakeholders of HBW and the Court;
 - (iii) the Sanction Order shall have been filed and issued by the Court and be in full force and effect on or prior to the Outside Date;
 - (iv) the Implementation Date shall have occurred no later than the Outside Date;
 - (v) all press releases and disclosure documents in respect of the Settlement shall be in a form and substance satisfactory to the HBW Parties and MMWF, acting reasonably; and
 - (vi) there shall not be in effect any preliminary or final decision, order or decree by a Governmental Entity, no application shall have been made to any Governmental Entity, and no action or investigation shall have been announced, threatened or commenced by any Governmental Entity, in consequence of or in connection with the Settlement that restrains, impedes or prohibits (or if granted would reasonably be expected to restrain, impede or inhibit), the Settlement or any part thereof or requires or purports to require a variation of the Settlement.
- (b) The obligations of MMWF to complete the Settlement and the other transactions contemplated hereby are subject to the satisfaction of the following conditions prior to or at the Effective Time, each of which is for the benefit of MMWF and may be waived, in whole or in part, by MMWF (provided that such conditions shall not be enforceable by MMWF if any failure to satisfy such conditions results from an action, error or omission by or within the control of MMWF):
- (i) all of the following shall have been acceptable to MMWF, acting reasonably, at the time of their filing or issuance: (A) the Claims Procedure Order, (B) the Meeting Order; and (C) the Sanction Order;
 - (ii) the Plan shall provide for the Northland Plan Treatment and the terms of the Plan that provide for the Northland Plan Treatment (A) shall be acceptable to the Northland Parties, and (B) shall not be amended, modified, varied, limited or otherwise effected without the prior consent of the Northland Parties;
 - (iii) the HBW Parties shall have fulfilled all of their obligations under the Northland Parties Settlement and Support Agreement and all of the

conditions in favour of the Northland Parties in the Northland Parties Settlement and Support Agreement shall have been satisfied;

- (iv) the HBW Parties shall have performed all of their obligations and complied in all material respects with each of their covenants in this Agreement; and
 - (v) the representations and warranties of each of the HBW Parties set forth in this Agreement shall continue to be true and correct (except to the extent such representations and warranties are by their terms given as of a specified date, in which case, such representations and warranties shall be true and correct in all respects as of such date), except as such representations and warranties may be affected by the occurrence of events or transactions contemplated or permitted by this Agreement.
- (c) The obligations of the HBW Parties to complete the Settlement and the other transactions contemplated hereby are subject to the satisfaction of the following conditions prior to or at the Effective Time, each of which is for the benefit of the HBW Parties and may be waived, in whole or in part, by HBW Parties (provided that such conditions shall not be enforceable by the HBW Parties if any failure to satisfy such conditions results from an action, error or omission by or within the control of the HBW Parties):
- (i) the Northland Parties shall have fulfilled all of their obligations under the Northland Parties Settlement and Support Agreement and all of the conditions in favour of the HBW Parties in the Northland Parties Settlement and Support Agreement shall have been satisfied;
 - (ii) MMWF shall have performed all of its obligations and shall have complied in all material respects with its covenants in this Agreement;
 - (iii) all required stakeholder, regulatory and Court approvals, consents, waivers and filings in respect of the Plan shall have been obtained or made, as applicable, on terms satisfactory to the HBW Parties; and
 - (iv) the representations and warranties of MMWF set forth in this Agreement shall continue to be true and correct (except to the extent such representations and warranties are by their terms given as of a specified date, in which case such representations and warranties shall be true and correct in all respects as of such date) except as such representations and warranties may be affected by the occurrence of events or transactions contemplated or permitted by this Agreement.

9. MMWF Termination Events

This Agreement may be terminated by the delivery to the HBW Parties of a written notice in accordance with Section 15(i) hereof by MMWF in the exercise of their sole discretion, upon the occurrence and, if applicable, continuation of any of the following events:

- (a) the Implementation Date has not occurred on or before the Outside Date;

- (b) any of the HBW Parties take any action inconsistent with this Agreement or fails to comply with, or defaults in the performance or observance of, any material term, condition, covenant or agreement set forth in this Agreement, which, if capable of being cured, is not cured within five (5) Business Days after the receipt of written notice of such failure or default (provided that, for greater certainty, no cure period shall apply with respect to any termination pursuant to Section 9(a) and Section 9(e));
- (c) any representation, warranty or acknowledgement of any of the HBW Parties made in this Agreement shall prove untrue in any material respect as of the date when made;
- (d) the issuance of any final decision, order or decree by a Governmental Entity, in consequence of or in connection with the Settlement, which restrains or impedes in any material respect or prohibits the Settlement or any material part thereof or requires or purports to require a material variation of the Settlement;
- (e) the CCAA Proceedings are dismissed or a receiver, interim receiver, receiver and manager, trustee in bankruptcy, liquidator or administrator is appointed in respect of HBW, unless such event occurs with the prior written consent of MMWF;
- (f) the amendment, modification, variance, limiting or filing of a pleading by the HBW Parties seeking to amend, modify, vary, limit or otherwise effect the Northland Plan Treatment or the terms of the Plan that provide for the Northland Plan Treatment, without the consent of the Northland Parties; or
- (g) the conditions set forth in Section 7 are not satisfied or waived by the Voting Deadline, or the conditions set forth in Section 8 are not satisfied or waived by the Outside Date.

10. HBW Party Termination Events

This Agreement may be terminated by the delivery to MMWF (with a copy to Oslers) of a written notice in accordance with Section 15(i) by the HBW Parties, in the exercise of its sole discretion, upon the occurrence and continuation of any of the following events:

- (a) the Implementation Date has not occurred on or before the Outside Date;
- (b) MMWF takes any action inconsistent with this Agreement or fails to comply with, or defaults in the performance or observance of, any material term, condition, covenant or agreement set forth in this Agreement, which, if capable of being cured, is not cured within five (5) Business Days after the receipt of written notice of such failure or default (provided that, for greater certainty, no cure period shall apply with respect to any termination pursuant to Section 10(a) and Section 10(d))
- (c) any representation, warranty or acknowledgement of MMWF made in this Agreement shall prove untrue in any material respect as of the date when made;

- (d) the CCAA Proceedings are dismissed or a receiver, interim receiver, receiver and manager, trustee in bankruptcy, liquidator or administrator is appointed in respect of HBW, unless such event occurs with the prior written consent of the HBW Parties;
- (e) MMWF fails to vote in favour of the Plan in accordance with the requirements set out in the Meeting Order;
- (f) the conditions set forth in Section 8 are not satisfied or waived by the Outside Date; and
- (g) the issuance of any final decision, order or decree by a Governmental Entity, in consequence of or in connection with the Settlement, in each case which restrains or impedes in any material respect or prohibits the Settlement or any material part thereof or requires or purports to require a material variation of the Settlement.

11. Mutual Termination

This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual agreement between (a) the HBW Parties and (b) MMWF.

12. Effect of Termination

Upon termination of this Agreement pursuant to Sections 9, 10 or 11 hereof, this Agreement shall be of no further force and effect and each Party hereto shall be automatically and simultaneously released from its commitments, undertakings, and agreements under or related to this Agreement, except for the rights, agreements, commitments and obligations under Sections 13 and 15, all of which shall survive the termination, and each Party shall have the rights and remedies that it would have had it not entered into this Agreement and shall be entitled to take all actions, whether with respect to the Settlement or otherwise, that it would have been entitled to take had it not entered into this Agreement.

13. Confidentiality

- (a) All information provided to a Party by the other Party or its representatives shall be kept in the strictest confidence and not disclosed to a third party or used (including in connection with any press releases) by the party receiving such information, save and except for the consideration and completion of the Settlement contemplated herein or except as required by: (i) a court of competent authority, or (ii) any applicable legislation, Law (including pursuant to any reporting obligations under applicable securities Laws), regulation or listing requirement; provided that, in the case of either (i) or (ii), reasonable prior notice of the required disclosure (including a copy in writing of the proposed disclosure) has been provided by the party proposing to make such disclosure to the other party, to the extent reasonably practicable under the circumstances, and such other party is provided the opportunity to consult as to the contents and to provide comments thereon.
- (b) The foregoing restriction does not apply to any information which is or becomes generally available to the public, or which was known to such party prior to its

receipt of information from the other party or which such party obtained from an independent third party who obtained the information lawfully and was under no obligation of confidentiality with respect to the information.

- (c) The Parties further acknowledge that: (a) MMWF may disclose the Final Contract Price to lien claimants of the MMWF Facility; and (b) the existence and terms of this communication and this Agreement may be disclosed in materials filed by the HBW Parties with the Court to effectuate the Plan; provided, however, that MMWF will be provided with the opportunity to review and comment on such materials.
- (d) Notwithstanding the foregoing, the HBW Parties, MMWF and Oaktree Capital Management, L.P. shall be permitted to disclose the contents of this Agreement to their lenders, equipment lessors, investors, shareholders, partners, advisors and any party contemplating the purchase of an ownership interest in MMWF; provided such parties agree to keep such information strictly confidential.

14. Additional Agreements

- (a) Notwithstanding anything to the contrary herein, MMWF's recovery from any person against whom MMWF pursue a claim for damages (a "**Third Party Defendant**") and with whom the HBW Released Parties, or any of them, are judicially determined to be jointly and severally liable to MMWF for damages, will be limited to the Third Party Defendant's several and proportionate share of liability, as determined by the Court, provided, however, that MMFW shall not take any action against any Third Party Defendant to the extent that such Third Party Defendant's claims against the HBW Released Parties are not released or otherwise enjoined pursuant to the Plan or otherwise.

15. Miscellaneous

- (a) The headings in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement.
- (b) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.
- (c) Unless otherwise specifically indicated, all sums of money referred to in this Agreement are expressed in lawful money of Canada.
- (d) This Agreement and any other agreements contemplated by or entered into pursuant to this Agreement (which will include the Plan), constitutes the entire agreement and supersedes all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof.
- (e) Any Person signing this Agreement in a representative capacity (i) represents and warrants that he/she is authorized to sign this Agreement on behalf of the Party he/she represents and that his/her signature upon this Agreement will bind the represented Party to the terms hereof, and (ii) acknowledges that the other Parties hereto have relied upon such representation and warranty.

- (f) No director, officer or employee of any of the HBW Parties or any of their legal, financial or other advisors shall have any personal Liability to MMWF under this Agreement. No director, officer or employee of MMWF or any of their legal, financial or other advisors shall have any personal Liability to any of the HBW Parties under this Agreement.
- (g) This Agreement may be modified, amended or supplemented as to any matter by an instrument in writing signed by the HBW Parties and MMWF.
- (h) Any date, time or period referred to in this Agreement shall be of the essence except to the extent to which the Parties agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- (i) All notices, consents and other communications which may be or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be deemed to be validly given if served personally or by PDF/email transmission, in each case addressed to the particular Party:

1. If to the HBW Parties, at:

c/o Infrastructure & Energy Alternatives LLC
2647 Waterfront Parkway E. Dr. Suite 100
Indianapolis, IN 46214

Attention: David Bostwick
Vice President and General Counsel
Fax: 888-884-9845
Email: David.Bostwick@iea.net

with a required copy (which shall not be deemed notice) to:

Cassels Brock & Blackwell LLP
40 King Street West
2100 Scotia Plaza
Toronto, ON M5H 3C2

Attention: Shayne Kukulowicz and Jane Dietrich
Fax: (416) 640-3176 / (416) 640-3144
Email: skukulowicz@casselsbrock.com;
jdietrich@casselsbrock.com

2. If to MMWF, at:

c/o McLean's Mountain Wind Limited Partnership
30 St. Clair Ave. W., 12th Floor
Toronto, ON M4V 3A1

Attention: General Counsel
Fax: (416) 962-6266
Email: legal@northlandpower.ca

with a required copy (which shall not be deemed notice) to

Osler, Hoskin & Harcourt LLP
Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

Attention: Marc Wasserman and Martino Calvaruso
Fax: (416) 862-6666
Email: mwasserman@osler.com;
mcalvaruso@osler.com

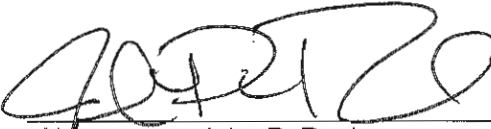
or at such other address of which any Party may, from time to time, advise the other Parties by notice in writing given in accordance with the foregoing. The date of receipt of any such notice shall be deemed to be the date of delivery or transmission thereof.

- (j) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.
- (k) The provisions of this Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns, provided that no Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other Parties hereto.
- (l) This Agreement is governed by the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.
- (m) It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including an order by a court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.
- (n) The Parties waive any right to trial by jury in any proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, present or future, and whether sounding in contract, tort or otherwise. Any Party may file a copy of this provision with any court as written evidence of the knowing, voluntary and bargained for agreement between the Parties irrevocably to waive trial by jury, and that any proceeding whatsoever between them relating to this Agreement or any of the transactions contemplated by this Agreement shall instead be tried by a judge or judges sitting without a jury.

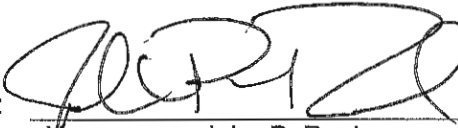
- (o) Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties, and no other Person or entity shall be a third-party beneficiary hereof.
- (p) This Agreement may be executed by facsimile or other electronic means and in one or more counterparts, all of which shall be considered one and the same agreement.

[Signature pages follow]

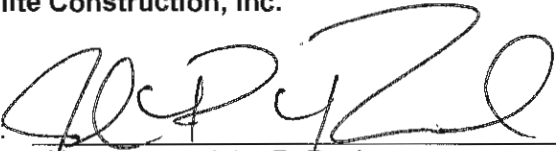
H.B. White Canada Corp.

By: 
Name: John P. Roehm
Title: President


Infrastructure And Energy Alternatives, LLC

By: 
Name: John P. Roehm
Title: President

White Construction, Inc.

By: 
Name: John P. Roehm
Title: President

**McLean's Mountain Wind Limited Partnership,
by its General Partner, McLean's Mountain
Wind GP Inc.**

By: 
Name: Paul Bradley
Title: CFO

By: 
Name: Michael Shadbolt
Title: General Counsel

**SCHEDULE A
DEFINITIONS**

Definition	Section or Page Number
"Agreement"	Page 1 (1st paragraph)
"BFW"	Recital (h)
"CLLSP"	Recital (h)
"CCAA"	Page 1 (1st paragraph)
"CCAA Proceedings"	Page 1 (1st paragraph)
"CLA"	Section 4(j)(ii)
"Court"	Page 1 (1st paragraph)
"Effective Time"	Section 8(a)
"Final Contract Price"	Section 4(j)(ii)
"HBW"	Page 1 (1st paragraph)
"HBW Claims"	Recital (e)
"HBW Parties"	Page 1 (1st paragraph)
"HBW Released Parties"	Section 4(i)
"IEA"	Page 1 (1st paragraph)
"MMWF"	Page 1 (1st paragraph)
"MMWF Claim"	Recital (f)
"MMWF Contract"	Recital (a)
"MMWF Facility"	Recital (a)
"MMWF Guarantee"	Recital (b)
"MMWF Proof of Claim"	Section 4(b)
"MMWF Released Parties"	Section 5(e)
"Monitor"	Section 4(b)
"Northland Parties"	Recital (h)
"Northland Parties Settlement and Support Agreement"	Recital (h)
"NPI"	Recital (h)
"Outside Date"	Section 5(b)(iii)
"Oslers"	Section 5(d)
"Party" or "Parties"	Page 1 (2 nd paragraph)
"Plan"	Page 1 (1st paragraph)
"Settlement"	Recital (j)
"Third Party Defendant"	Section 14(a)
"WCI"	Page 1 (1st paragraph)

In addition, the following terms used in this Agreement shall have the following meanings:

"Business Day" means each day, other than a Saturday or Sunday or a statutory or civic holiday, that banks are open for business in Toronto, Ontario, Canada.

"Claims Procedure Order" means an order of the Court establishing a procedure for calling claims against HBW and its directors and officers, in form and substance acceptable to the HBW Parties and MMWF, acting reasonably.

"Filing Outside Date" means July 8, 2016.

"Governmental Entity" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"Implementation Date" means the date on which the Plan is implemented.

"Initial Order" means an order of the Court granting HBW protection under the CCAA and providing other customary relief.

"Law" or **"Laws"** means any law, statute, order, decree, consent decree, judgment, rule regulation, ordinance or other pronouncement having the effect of law whether in Canada, the United States, or any other country, or any domestic or foreign state, county, province, city or other political subdivision or of any Governmental Entity.

"Liability" means any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guarantee or endorsement of or by any Person of any type, whether accrued, absolute, contingent, matured, unmatured, liquidated, unliquidated, known or unknown.

"Meeting Order" means an order of the Court accepting the Plan for filing and ordering a meeting of the creditors, in form and substance acceptable to the HBW Parties and MMWF, acting reasonably.

"Person" means an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated association, a Governmental Entity or any agency, instrumentality or political subdivision of a Governmental Entity, or any other entity or body.

"Sanction Order" means an order of the Court sanctioning the Plan, in form and substance acceptable to the HBW Parties and MMWF, acting reasonably.

“Voting Deadline” means the date on which votes are due in respect of the Plan, as established by the Meeting Order to be entered in the CCAA Proceedings, as the same may be amended by Order of the Court or with the consent of HBW, the Monitor and MMWF, acting reasonably.

D

This is Exhibit "D" referred to in the Affidavit of Philip J. Gund
sworn July 6, 2016

SEE ATTACHED

Notary Public

My commission expires _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

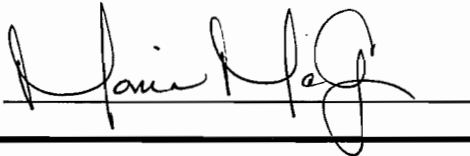
On July 6, 2016 before me, Monica McCoy, Notary Public
(insert name and title of the officer)

personally appeared Philip J. Gund,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

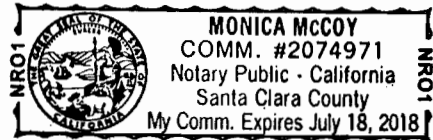
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



H.B. White Canada Corp. Project Status Chart as at July 6, 2016

	Project Name	Customer	Type	Status	Location
1.	Unity Solar Farm Project	SunEdison	Solar	Completed/ongoing warranty obligation	Ontario
2.	Alfred Solar Farm Project	SunEdison	Solar	Completed/ongoing warranty obligation	Ontario
3.	Bruining Solar Farm Project	SunEdison	Solar	Completed/ongoing warranty obligation	Ontario
4.	Marsh Hill Solar Farm Project	SunEdison	Solar	Limited punched-list work remaining	Ontario
5.	Welland Solar Farm Project	SunEdison	Solar	Completed/ongoing warranty obligation	Ontario
6.	Lindsay Solar Farm Project	SunEdison	Solar	Completed/ongoing warranty obligation	Ontario
7.	Solar Spirit Solar Farm Project	SunEdison	Solar	Completed/ongoing warranty obligation	Ontario
8.	Oro 4th Line Solar Farm Project	Canadian Solar	Solar	Completed/ongoing warranty obligation	Ontario
9.	CityLight Solar Farm Project	Canadian Solar	Solar	Completed/ongoing warranty obligation	Ontario
10.	GoodLight Solar Farm Project	Canadian Solar	Solar	Completed/ongoing warranty obligation	Ontario
11.	LunarLight Solar Farm Project	Canadian Solar	Solar	Completed/ongoing warranty obligation	Ontario
12.	Little Creek Solar Farm Project	Canadian Solar	Solar	Completed/ongoing warranty obligation	Ontario
13.	Westbrook Solar Farm Project	Canadian Solar	Solar	Completed/ongoing warranty obligation	Ontario
14.	RayLight Solar Farm Project	Canadian Solar	Solar	Completed/ongoing warranty obligation	Ontario
15.	DiscoveryLight Solar Farm Project	Canadian Solar	Solar	Completed/ongoing warranty obligation	Ontario
16.	SparkleLight Solar Farm Project	Canadian Solar	Solar	Completed/ongoing warranty obligation	Ontario
17.	FotoLight Solar Farm Project	Canadian Solar	Solar	Completed/ongoing warranty obligation	Ontario

Project Name	Customer	Type	Status	Location
18. Kingston Solar Farm Project	Kingston Solar LP	Solar	Limited remaining work	Ontario
19. David Brown Solar Farm Project	Saturn Energy	Solar	Completed/ongoing warranty obligation	Ontario
20. Truro Millbrook Wind Farm Project	Eskasoni First Nation	Wind	Completed/ongoing warranty obligation	Nova Scotia
21. Pockwock Wind Farm Project	Chebucto Pockwock Community Wind	Wind	Completed/ongoing warranty obligation	Nova Scotia
22. Truro Heights Wind Farm Project	Eskasoni First Nation	Wind	Completed/ongoing warranty obligation	Nova Scotia
23. Whynotts Wind Farm Project	Whynotts Wind Limited Partnership	Wind	Completed/ongoing warranty obligation	Nova Scotia
24. 10012-510 JUWI Nova Scotia 2014 Portfolio	Multiple Customers	Wind	Completed/ongoing warranty obligation	Nova Scotia
25. Burk's Falls West Solar Farm Project	Northland Power Solar Burk's Falls West L.P.	Solar	Limited punch-list work remaining	Ontario
26. McLean's Mountain Wind Farm Project	McLean's Mountain Wind Limited Partnership	Wind	Limited punch-list work remaining	Ontario
27. Cochrane Long Lake Solar Farm Project	Northland Power Solar Abitibi L.P., Northland Power Solar Empire L.P., Northland Power Solar Martin's Meadows L.P. and Northland Power Solar Long Lake L.P.	Solar	Terminated	Ontario

E

This is Exhibit "E" referred to in the Affidavit of Philip J. Gund
sworn July 6, 2016

SEE ATTACHED

Notary Public

My commission expires _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

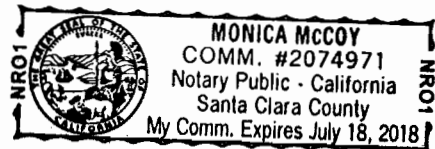
On July 6, 2016 before me, Monica McCoy, Notary Public
(insert name and title of the officer)

personally appeared Philip J. Gund
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



H.B. White Canada Corp. Balance Sheet

As of May 31, 2016

H.B. White
Canada Corp.
(CA\$)

ASSETS

CURRENT ASSETS

CASH & CASH EQUIVALENTS

1000 GENERAL CHECKING - THE PRIVATE BANK	341,440.47
1006 WELLS FARGO CONCENTRATION	0.00
1007 WELLS FARGO PAYROLL ACCOUNT	0.00
1008 WELLS FARGO FLEX	0.00
1009 CONTROLLED DISB - WELLS FARGO	0.00
1010 GENERAL CHECKING - FIRST FINANCIAL BANK	0.00
1011 GENERAL CHECKING - FIFTH THIRD BANK	10,830.44
TOTAL CASH & CASH EQUIVALENTS	352,270.91

ACCOUNTS RECEIVABLE, NET

1210 ACCOUNTS RECEIVABLE	12,837,744.61
1211 ALLOWANCE FOR DOUBTFUL ACCOUNTS	(14,702,045.38)
1212 ACCOUNTS RECEIVABLE RETAINAGE	13,807,114.64
TOTAL ACCOUNTS RECEIVABLE, NET	11,942,813.87

1500 WORK-IN-PROCESS/UNDERBILLED

1,374,713.93

1501 ADJUSTED UNDERBILLED

0.00

PREPAID AND OTHER CURRENT ASSETS

1215 OTHER RECEIVABLES	5,496.15
1223 INCOME TAX RECEIVABLE	0.00
1400 PREPAID INSURANCE	(3,718.50)
1405 OTHER PREPAID	280,000.00
TOTAL PREPAID / OTHER CURRENT ASSETS	281,777.65
TOTAL CURRENT ASSETS	13,951,576.36

PROPERTY, PLANT AND EQUIPMENT

1600 LAND	0.00
1610 OFFICE EQUIPMENT	0.00
1620 BUILDINGS	0.00

1630 CONSTRUCTION EQUIPMENT	0.00
1605 1650 LEASEHOLD IMPROVEMENTS	0.00
1670 VEHICLES	0.00
TOTAL PROPERTY, PLANT AND EQUIPMENT	0.00

1615 A/D - OFFICE EQUIPMENT	0.00
1625 A/D - BUILDINGS	0.00
1635 A/D - CONSTRUCTION EQUIPMENT	0.00
1655 A/D - LEASEHOLD IMPROVEMENTS	0.00
1675 A/D - VEHICLES	0.00
TOTAL ACCUMULATED DEPRECIATION	0.00
NET PROPERTY, PLANT AND EQUIPMENT	0.00

GOODWILL

1820 GOODWILL	0.00
TOTAL GOODWILL	0.00

INTANGIBLES, NET

1830 INTANGIBLE ASSETS	0.00
1835 ACCUMULATED AMORTIZATION	0.00
TOTAL INTANGIBLES, NET	0.00

INTERCOMPANY

1111 DUE TO/DUE FROM H.B. WHITE CANADA CORP.	(57,680,067.79)
1112 1152-1155 DUE TO/DUE FROM AFFILIATES	0.00
1150 DUE FROM IES	0.00
1372 INVESTMENT IN HBWCC	0.00
TOTAL INTERCOMPANY	(57,680,067.79)

OTHER ASSETS

1370 INVESTMENT IN IES	0.00
1371 INVESTMENT IN WCI	0.00
1373 INVESTMENT IN NWQ	0.00
1712 SERP - CASH SURR VALUE	0.00
1713 COLI - NQ PLAN	0.00
TOTAL OTHER ASSETS	0.00
TOTAL ASSETS	(43,728,491.43)

LIABILITIES

CURRENT LIABILITIES

ACCOUNTS PAYABLE - TRADE

2010 ACCOUNTS PAYABLE - TRADE	31,453,747.06
2011 ACCRUED COSTS - PROJECTS	239,608.37
2012 ACCOUNTS PAYABLE - LEGACY	0.00
TOTAL ACCOUNTS PAYABLE - TRADE	31,693,355.43

2500 2204 WORK-IN-PROCESS/OVERBILLED	<u>5,856,776.02</u>
ACCRUED EXPENSES	
2017 CREDIT CARD PAYABLE	(35,678.42)
2019 WARRANTY ACCRUAL	1,063,711.80
2013 ACCRUED LOSS ON CONTRACTS-IN-PROGRESS	1,343,735.91
2016 ACCRUED EXPENSES-OVH	0.00
2100-2105 ACCRUED WAGES AND PAYROLL TAXES	112,829.24
2110-2116 PAYROLL TAXES WH AND PAYABLE	46,015.59
2120-2124 EMPLOYEE WH PAYABLE	1,327.76
2125 401K EMPLOYER PORTION	1,327.76
2128 ACCRUED HSA DEDUCTIONS	0.00
2130 UNION BENEFITS PAYABLE	(77,951.52)
2135 ACCRUED WC - GENERAL LIABILITY	122,546.90
2136 ACCRUED MEDICAL INSURANCE	0.00
2140 EMPLOYER SIRA MATCH	0.00
2028 2029 WARRANTY RESERVES - LEGACY	0.00
2209 UNCLAIMED PROPERTY	(158,864.69)
2510 SALES & USE TAX PAY/ALL STATES	0.00
2511 ACCRUED HST TAX - ONTARIO	(40,875.84)
2514 DEFERRED INCOME	0.00
2530 ACCRUED PROPERTY TAXES	0.00
2407 ACCRUED PERSONAL PROP TAX	0.00
2540 FEDERAL INCOME TAX PAYABLE	0.00
TOTAL ACCRUED EXPENSES	<u>2,695,853.87</u>
ACCRUED BONUSES	
2815 2203 ACCRUED AICP BONUS	0.00
TOTAL ACCRUED BONUSES	<u>0.00</u>
CURRENT PORTION - LONG TERM DEBT	
TOTAL CURRENT PORTION - LT DEBT	<u>0.00</u>
TOTAL CURRENT LIABILITIES	<u>40,245,985.32</u>
LONG TERM LIABILITIES	
2021 NOTE PAYABLE - LOC	0.00
2020 GFI SUBDEBT	0.00
2025 LONG-TERM BONUS ACCRUAL	0.00
2550 DEFERRED FEDERAL INCOME TAX	0.00
2800 DEFERRED COMPENSATION	0.00
2805 DEFERRED COMPENSATION - VESTED NONQUAL	0.00
OTHER LONG TERM LIABILITIES	
2560 STATE INCOME TAX PAYABLE	0.00
TOTAL LONG TERM LIABILITIES	<u>0.00</u>

TOTAL LIABILITIES	<u>40,245,985.32</u>
STOCKHOLDER EQUITY	
3000 COMMON STOCK	1,000.00
3010 ADDITIONAL PAID IN CAPITAL	0.00
3030 RETAINED EARNINGS	(82,830,965.69)
4000-9999 CURRENT EARNINGS (LOSS)	(1,113,883.06)
3500 CUMM TRANSLATTON ADJUSTMENT	(30,628.00)
TOTAL STOCKHOLDER'S EQUITY	<u>(83,974,476.75)</u>
TOTAL STOCKHOLDER EQUITY INCLUDING N/C INTEREST	<u>(83,974,476.75)</u>
TOTAL LIABILITIES AND STOCKHOLDER EQUITY	<u><u>(43,728,491.43)</u></u>
GL ASSETS	(43,728,491.43)
GL TIE OUT - ASSETS	0.00
GL LIABILITIES & EQUITY	43,728,491.43
GL TIE OUT - LIABILITIES & EQUITY	0.00
ASSETS LESS LIABILITIES & EQUITY	0.00



H.B. White Canada Corp. Statement of Income

As of May 31, 2016

	H. B. White Canada Corp. (CA\$)
REVENUE	
4000 REVENUE	347,184.00
TOTAL REVENUE	347,184.00
DIRECT LABOR	
5000 DIRECT LABOR - GROSS WAGES	163,510.66
5001 DIRECT LABOR - PAYROLL TAXES	15,509.98
5002 DIRECT LABOR - FRINGE BENEFITS	47,703.93
5003 DIRECT LABOR - WORKERS COMPENSATION	7,725.10
TOTAL DIRECT LABOR	234,449.67
DIRECT EXPENSE	
5100 DIRECT MATERIALS	(3,732.63)
5200 OUTSIDE EQUIPMENT	13,266.51
5300 SUBCONTRACTORS	192,494.31
5400 OTHER DIRECT EXPENSE	(29,909.18)
TOTAL DIRECT EXPENSE	172,119.01
TOTAL DIRECT COSTS	406,568.68
GROSS PROFIT	(59,384.68)
OPERATING EXPENSES	
STAFFING RELATED	
6010 GROSS WAGES - DEPARTMENTAL	19,430.12
6050 PAYROLL TAXES	1,198.46
6055 UNION FRINGE BENEFITS	0.00
6056 W/C INSURANCE EXPENSE	864.63
6057 MEDICAL INSURANCE	342.21
6061 EMPLOYER PORTION - 401K	693.12
6650 EMPLOYEE MORAL AND AWARDS	0.00
6700 EXPAT EXPENSES	0.00
6705 TEMPORARY STAFF	0.00
6045 GROSS WAGES - VESTED DEFERRED COMP	0.00
6059 LIFE INSURANCE - PREMIUMS (SERP)	0.00
6049 GROSS WAGES (CONTRA)	0.00
7910 INDIRECT - GROSS LABOR	0.00

7911	INDIRECT - PAYROLL TAXES	0.00
7912	INDIRECT - FRINGE BENEFITS	0.00
7913	INDIRECT - ACCRUED W/C INSURANCE	0.00
TOTAL STAFFING RELATED		22,528.54

BUSINESS TRAVEL

6610	MEALS AND ENTERTAINMENT 50%	3,297.79
6620	TRAVEL, LODGING AND SEMINARS	3,142.88
TOTAL BUSINESS TRAVEL		6,440.67

VEHICLE & EQUIPMENT

6415	VEHICLE LEASE EXPENSE	2,457.07
6310	VEHICLE PLATES & TAXES	0.00
6320	PERMITS	0.00
6120 & 6100	PARTS - REPAIRS	0.00
6355	PERSONAL PROPERTY TAXES (EQUIPMENT)	0.00
6150	SMALL TOOLS & SUPPLIES	0.00
7960	INTERNAL - INSIDE EQUIPMENT	441.15
9600	MAINTENANCE INSIDE BILLINGS	0.00
TOTAL VEHICLE & EQUIPMENT		2,898.22

DEPRECIATION

6915	DEPRECIATION - OFFICE EQUIPMENT	0.00
6925	DEPRECIATION - BUILDINGS	0.00
6935	DEPRECIATION - CONST. EQUIPMENT	2,561.00
6940	DEPRECIATION - VEHICLES	0.00
TOTAL DEPRECIATION		2,561.00

FACILITIES

6140	FACILITIES MAINTENANCE	0.00
6350	PROPERTY TAXES - REAL ESTATE ONLY	0.00
6520	UTILITIES	0.00
7030	FACILITIES RENT INCOME	0.00
7040	FACILITIES RENT EXPENSE	900.00
TOTAL FACILITIES		900.00

INFORMATION TECHNOLOGY

6418	COPIER/OFFICE EQUIP LEASES	249.74
6345	IT LICENSING	0.00
6145	IT CONSUMABLES	0.00
6510	TELEPHONE, CELLS & PAGERS	1,079.40
TOTAL INFORMATION TECHNOLOGY		1,329.14

OUTSIDE SERVICES

6600	RECRUITING COSTS	0.00
6710	CONSULTING FEES	0.00
6720	LEGAL FEES	1,744.95

6730 ACCOUNTING FEES	8,800.00
6740 BANKING FEES/SUPPLIES	75.50
6745 CREDIT CARD REBATE	0.00
TOTAL OUTSIDE SERVICES	10,620.45

INSURANCE

6810 INSURANCE - UMBRELLA	737.08
6820 INSURANCE - GENERAL LIABILITY	1,567.50
6830 INSURANCE - PROPERTY	28,371.60
6850 INSURANCE - AUTO	1,799.00
6870 INSURANCE - PROFESSIONAL LIABILITY	491.92
6890 INSURANCE - D. & O. AND EMPLOYEE CRIME	0.00
TOTAL INSURANCE	32,967.10

MISCELLANEOUS

6130 CONSUMABLE SUPPLIES	(1,486.08)
6760 BOARD OF DIRECTOR FEES	0.00
6300 CERTIFICATIONS - EXTERNAL COSTS	0.00
6340 LICENSES, MEMBERSHIPS & SUBS	639.67
6530 POSTAGE & FREIGHT	2,745.96
6605 TRAINING	0.00
6330 FINES AND PENALTIES	0.00
6640 ADVERTISING AND PROMOTIONS	0.00
7059 MISCELLANEOUS GAINS/LOSSES	0.00
7060 GAIN (LOSS) ON DISPOSALS	0.00
7070 DISCOUNTS TAKEN	0.00
7950 INDIRECT - OTHER EXPENSES	0.00
6715 NON-RECUR PROFESSIONAL FEES	185,511.29
TOTAL MISCELLANEOUS	187,410.84

6048 AICP EXPENSE	0.00
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TOTAL OPERATING EXPENSES	267,655.96
---------------------------------	-------------------

NET INCOME (LOSS) FROM OPERATIONS	(327,040.64)
--	---------------------

OTHER INCOME & (EXPENSE)

7020 INTEREST EXPENSE	0.00
6702 MANAGEMENT SERVICES INCOME/EXPENSE	0.00
6750 CREDIT SUPPORT FEES	0.00
6970 AMORTIZATION EXPENSE	0.00
TOTAL OTHER INCOME & (EXPENSE)	0.00

NET INCOME (LOSS) BEFORE INCOME TAXES)	(327,040.64)
---	---------------------

INCOME TAXES

TOTAL INCOME TAXES

0.00

NET INCOME (LOSS)

(327,040.64)

REPORT VARIANCE TO GENERAL LEDGER

0.00

F

This is Exhibit "F" referred to in the Affidavit of Philip J. Gund
sworn July 6, 2016

SEE ATTACHED

Notary Public

My commission expires _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo)

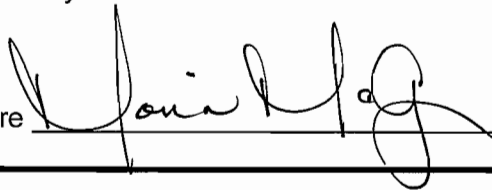
On July 6, 2016 before me, Monica McCoy, Notary Public
(insert name and title of the officer)

personally appeared Philip J. Gund,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

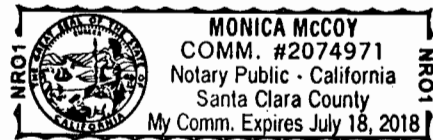
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Cassels Brock & Blackwell LLP

**ONTARIO
PPSA SUMMARY REPORT**

H.B. WHITE CANADA CORP.

**Currency Date:
June 28, 2016**

Personal Property Security Act

Jurisdiction Searched: Ontario
Type of Search: Debtors (Enterprise)
Date of Search: June 28, 2016
File Currency: June 27, 2016

Debtor Name	Secured Party Name	Registration No.	Registration Date	Expiry Date	Registration Type	General Collateral Description	Particulars	Action Required
H.B. WHITE CANADA CORP 70 Summerlea Road Brampton, ON L6T 4X3 Canada	RICOH CANADA INC.	1850 5064 0322	Aug 19, 2013	Aug 19, 2017	PPSA	Equipment Account Schedule -- 9713490001		
	GE VFS CANADA L.P.	1118 5064 2958	Nov 12, 2013	Nov 12, 2016	PPSA	Equipment Account Schedule -- 9727003001		
	GE VFS CANADA L.P.	1657 5064 5136	Jan 13, 2014	Jan 13, 2017	PPSA	Equipment Account Schedule -- 9736422001		
	-Amendment (Add new debtor -- Ganotec Inc.)	1851 5064 4853	Jun 24, 2015					
	-Amendment (Add new debtor to the registration -- Ganotec Inc.)	1331 5064 5569	Jul 14, 2015					
	GE VFS CANADA L.P.	1107 5064 8648	Apr 24, 2014	Apr 24, 2017	PPSA	Equipment Account Schedule -- 9752778001		
	GE VFS CANADA L.P.	1801 5064 8823	Apr 29, 2014	Apr 29, 2020	PPSA	Equipment Account Schedule -- 9753582001		
	RICOH CANADA INC.	1539 5064 0755	Jun 24, 2014	Jun 24, 2018	PPSA	Equipment Account Schedule -- 9761676001		
	-Renewal	1620 5064 2045	Apr 20, 2015					

GE VFS CANADA L.P.	1525 5064 1097	Jul 3, 2014	Jul 3, 2017	PPSA	Equipment All copiers, together with all replacements and substitutions thereof and all parts, accessories, accessions and attachments thereto and all proceeds thereof – including all proceeds which are accounts, goods, chattel paper, securities, documents of title, instruments, money, tangibles, crops or insurance process.		
RICOH CANADA INC.	1613 5064 3197	Aug 28, 2014	Aug 28, 2018	PPSA	Equipment Account Schedule – 9770625001		
KAL TIRE A CORPORATE PARTNERSHIP -Renewal	1431 1901 4136 1427 1901 1483	Feb 26, 2015 Feb 11, 2016	Feb 26, 2017	RSLA	INCL Freightliner (2012) V.I.N.: 1FVHC3BSXCHBJ42 55		
KAL TIRE A CORPORATE PARTNERSHIP -Renewal	1442 1901 4138 1438 1902 3970	Feb 26, 2015 Feb 11, 2016	Feb 26, 2017	RSLA	INCL Genie (1930): V.I.N.: EQ5000140509		
KAL TIRE A CORPORATE PARTNERSHIP -Renewal	1443 1901 4139 1445 1902 3972	Feb 26, 2015 Feb 11, 2016	Feb 26, 2017	RSLA	INCL Caterpillar (1930): V.I.N.: KDE00967		

	KAL TIRE A CORPORATE PARTNERSHIP	1445 1902 7858	Feb 26, 2015	Feb 26, 2017	RSLA	INCL Genie (1930): V.I.N.: EQ5000140509		
	-Renewal	1445 1902 3971	Feb 11, 2016					
	OAKTREE POWER OPPORTUNITIES FUND III, L.P.	1456 1590 1777	Mar 17, 2015	Mar 17, 2020	PPSA	Inventory Equipment Accounts Other INCL		
	OAKTREE POWER OPPORTUNITIES FUND III (PARALLEL), L.P.							
	WELLS FARGO BANK	0937 1862 9729	Jun 27, 2016	Jun 27, 2021	PPSA	Inventory Equipment Accounts Other INCL		

Bank Act

Jurisdiction Searched: Ontario
Type of Search: Debtors (Enterprise)
Date of Search: June 20, 2016
File Currency: June 19, 2016

Debtor Name	Secured Party Name	Registration No.	Registration Date	Expiry Date	Registration Type	General Collateral Description	Particulars	Action Required
No results found.								

Bankruptcy and Insolvency Act

Jurisdiction Searched: Ontario
Type of Search: Debtors (Enterprise)
Date of Search: June 20, 2016
File Currency: June 19, 2016

Debtor Name	Secured Party Name	Registration No.	Registration Date	Expiry Date	Registration Type	General Collateral Description	Particulars	Action Required
No results found.								

Execution Act

Jurisdiction Searched: City of Toronto
Type of Search: Debtors (Company)
Date of Search: June 20, 2016
File Currency: June 19, 2016

Debtor Defendant	Creditor	Execution No.	Issue Date	Effective Date	Court File	Court Type	Judgment	Costs
No results found.								

Jurisdiction Searched: Regional Municipality of Peel (Brampton)
Type of Search: Debtors (Company)
Date of Search: June 20, 2016
File Currency: June 19, 2016

Debtor Defendant	Creditor	Execution No.	Issue Date	Effective Date	Court File	Court Type	Judgment	Costs
H. B. WHITE CANADA CORP.	DAYTON SUPERIOR CANADA LTD.	16-0001408	Apr 15, 2016	Apr 15, 2016	SC-16-545242	SCJ – Civil	Against H.B. White Corp.	Against H. B. White Corp.
							Amount	Amount
							Interest Rate	Interest Rate
							Mar 11, 2016	Mar 11, 2016





Cassels Brock & Blackwell LLP

**NOVA SCOTIA
PPSA SUMMARY REPORT**

H.B. WHITE CANADA CORP.

**Currency Date:
June 28, 2016**

Personal Property Security Act

Jurisdiction Searched: Nova Scotia
Type of Search: Debtors (Enterprise)
Registration Type: PPSA Financing Statement
Date of Search: June 28, 2016

Debtor Name	Secured Party Name	Registration No.	Registration Date	Expiry Date	Registration Type	General Collateral Description	Particulars	Action Required
H.B. WHITE CANADA CORP 19 Mills Drive Goodwood Bedford, NS B3T 1P3 Canada	GE VFS CANADA L.P.	23189046	Aug 14, 2014	Aug 14, 2017	PPSA Financing Statement	All copiers together with all replacements and substitutions, accessories, attachments and all proceeds – including all process that are accounts, goods, chattel paper, investment property, documents of title, instruments, money, intangibles, crops or insurance proceeds.		
H.B. WHITE CANADA CORP 70 Summerlea Road Brampton, ON L6T 4X3 Canada	OAKTREE POWER OPPORTUNITIES FUND III, L.P. OAKTREE POWER OPPORTUNITIES FUND III (PARALLEL), L.P.	23897432	Feb 13, 2015	Feb 13, 2020	PPSA Financing Statement	All assets of the Debtor now owned or hereafter acquired.		
H.B. WHITE CANADA CORP 70 Summerlea Road Brampton, ON L6T 4X3	WELLS FARGO BANK -Amendment -Renewal	19426923 23908932 25470584	Apr 19, 2012 Feb 18, 2015 Jan 22, 2016	Apr 19, 2016 Apr 19, 2016 Apr 19, 2021	PPSA Financing Statement	A security interest is taken in all of the debtor's present and after-acquired personal property.		

Bank Act

Jurisdiction Searched: Nova Scotia
Type of Search: Debtors (Enterprise)
Date of Search: June 20, 2016
File Currency: June 19, 2016

Debtor Name	Secured Party Name	Registration No.	Registration Date	Expiry Date	Registration Type	General Collateral Description	Particulars	Action Required
No results found.								

Bankruptcy and Insolvency Act

Jurisdiction Searched: Nova Scotia
Type of Search: Debtors (Enterprise)
Date of Search: June 21, 2016
File Currency: June 20, 2016

Debtor Name	Secured Party Name	Registration No.	Registration Date	Expiry Date	Registration Type	General Collateral Description	Particulars	Action Required
No results found.								

G

This is Exhibit "G" referred to in the Affidavit of Philip J. Gund
sworn July 6, 2016

SEE ATTACHED

Notary Public

My commission expires _____

ACKNOWLEDGMENT

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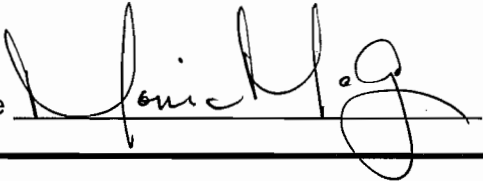
State of California
County of San Mateo

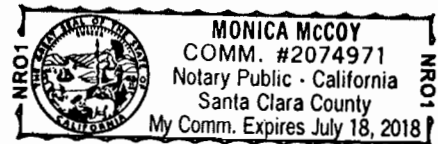
On July 6, 2016 before me, Monica McCoy, Notary Public
(insert name and title of the officer)

personally appeared Philip J. Gund
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



HBW Warranty Bonds Summary as of June 28, 2016

Bond No.	Surety	Principal	Project	Obligee	Amount	Close Out Date
767-3498	Intact	H.B. White Canada Corp.	Welland Solar Project	SunEdison Canadian Construction LP	\$2,557,882	11/3/2017
767-3497	Intact	H.B. White Canada Corp.	Gardiner TS Unity Solar Project	SunEdison Canadian Construction LP	\$2,461,074	1/31/2017
767-3535	Intact	H.B. White Canada Corp	Solar Spirit Solar Project – Utility-Scale Solar	SunEdison Canadian Construction LP	\$2,710,440	2/27/2018
767-3499	Intact	H.B. White Canada Corp	Lindsay Solar Project – Utility-Scale Solar	SunEdison Canadian Construction LP	\$2,526,525	12/31/2017
767-3534	Intact	H.B. White Canada Corp	Bruining Solar Project	SunEdison Canadian Construction LP	\$4,152,831	2/27/2020
767-3502	Intact	H.B. White Canada Corp	Alfred Solar Project	SunEdison Canadian Construction LP	\$2,460,850	12/29/2018
767-3998	Intact	H.B. White Canada Corp	Marsh Hill SE Solar Project	SunEdison Canadian Construction LP	\$3,636,135.68	10/27/2019

H

This is Exhibit "H" referred to in the Affidavit of Philip J. Gund
sworn July 6, 2016

Notary Public

SEE ATTACHED

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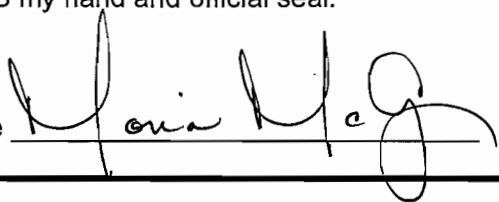
State of California
County of San Mateo

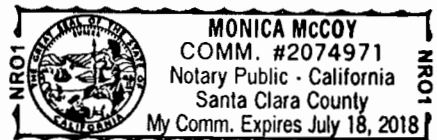
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**Construction Lien Actions with respect to HBW's Customer's Project Lands
as of July 5, 2016**

Construction Lien Actions with respect to the Cochrane Long Lake Solar Power Facility

No.	Claimant	Jurisdiction	Court File No.	Amount Claimed In Statement of Claim
1.	1737126 Ontario Inc. c.o.b. as Continental Connections	Cochrane	19514/15	\$185,698.55
2.	B & F Shier Contractors Limited	Cochrane	19453/15	\$138,550.83
3.	Composite Power Group Inc.	Cochrane	19537/15	\$464,287.77
4.	Cousineau Concrete Pumping Inc.	Cochrane	19440/15	\$13,305.98
5.	CRS Contractors Rental Supply General Partner Inc.	Cochrane	19533/15	\$30,015.88
6.	C. Villeneuve Construction Co. Ltd.	Cochrane	19451/15	\$2,332,829.05
7.	Domcast Components and Assemblies Ltd.	Cochrane	19477/15	\$1,309,615.33
8.	ED Products Limited	Cochrane	19530/15	\$945,686.69
9.	exp Services Inc. and exp Geomatics Inc.	Cochrane	19489/15	\$166,956.20
10.	Extel Services Inc.	Cochrane	19515/15	\$259,062.35
11.	Genier Bros. Trucking Limited	Cochrane	19452/15	\$75,532.99
12.	Hooper Construction Services Canada Inc.	Cochrane	19502/15	\$8,922,490.69

No.	Claimant	Jurisdiction	Court File No.	Amount Claimed In Statement of Claim
13.	H & S Investments Inc.	Cochrane	19449/15	\$25,000.00
14.	J.A. Brisson & Sons Limited o/a Brisson Castle Building Center	Cochrane	19448/15	\$74,390.29
15.	Joe Johnson Equipment Inc.	Cochrane	19532/15	\$117,042.02
16.	Magna Structural Systems Inc. d.b.a. Presstran Industries	Cochrane	19536/15	\$2,173,913.95
17.	McDowell Brothers Industries Inc.	Cochrane	19457/15	\$359,784.47
18.	M & G Fencing Inc.	Cochrane	19456/15	\$716,914.30
19.	Nedco, a division of Rexel Canada Electrical Inc.	Cochrane	19511/15	\$883,969.47
20.	Northern Mat & Bridge (East) Ltd.	Cochrane	19539/15	\$284,477.50
21.	Nortrax Canada Inc.	Cochrane	19482/15	\$77,975.87
22.	O.C.P. Construction Supplies Inc.	Cochrane	19416/15	\$167,908.10
23.	Raymond Papineau c.o.b. Ray's Diesel Services	Cochrane	19455/15	\$72,413.41
24.	Readyquip Sales and Services Ltd.	Cochrane	19479/15	\$66,796.25
25.	SMS Rents, a division of SMS Construction and Mining Systems Inc.	Cochrane	19425/15	\$199,686.01

No.	Claimant	Jurisdiction	Court File No.	Amount Claimed In Statement of Claim
26.	Steelworks Inc.	Cochrane	19499/15	\$381,325.28
27.		Cochrane	19500/15	\$381,325.28
28.		Cochrane	19501/15	\$381,325.28
29.	The Sarjeant Company Limited. c.o.b. as Custom Concrete Northern	Cochrane	19468/15	\$20,481.25
30.		Cochrane	19469/15	\$83,292.30
31.		Cochrane	19470/15	\$631,622.01
32.	Toromont Industries Ltd. c.o.b. as Battlefield Equipment Rentals and as Toromont CAT and Sitech Mid-Canada Ltd.	Cochrane	19504/15	\$1,357,263.02 by Battlefield and Toromont Cat \$138,543.65 by Sitech
33.	Westburne, a division of Rexel Canada Electrical Inc.	Cochrane	19510/15	\$2,471,852.51
34.	WSP Canada Inc.	Cochrane	19485/15	\$2,898,237.35
35.	United Rentals of Canada, Inc.	Cochrane	19503/15	\$222,095.84

No.	Claimant	Jurisdiction	Court File No.	Amount Claimed In Statement of Claim
36.	United Supply Inc.	Cochrane	19495/15	\$173,032.73
37.		Cochrane	19496/15	\$173,032.73
38.		Cochrane	19497/15	\$173,032.73
39.		Cochrane	19498/15	\$173,032.73
40.		Cochrane	19505/15	\$173,032.73
41.		Cochrane	19506/15	\$173,032.73

Construction Lien Actions with respect to the Burk's Falls Solar Power Facility

No.	Claimant	Jurisdiction	Court File No.	Amount Claimed In Statement of Claim
1.	CRS Contractors Rental Supply General Partner Inc.	Parry Sound	CV-15-045	\$45,806.99
2.	Muskoka Truck and Equipment Sales Ltd. operating as Green's Haulage	Parry Sound	CV-15-051	\$107,165.57
3.	Toromont Industries Ltd. c.o.b. as Battlefield Equipment Rentals and as Toromont CAT.	Parry Sound	CV-15-054	\$96,241.87
4.	J. Lipani Turf Group Ltd.	Parry Sound	CV-15-038	\$340,288.20
5.	J. Lipani Turf Group Ltd.	Parry Sound	CV-15-048	\$23,730.00

!

This is Exhibit "I" referred to in the Affidavit of Philip J. Gund
sworn July 6, 2016

SEE ATTACHED

Notary Public

My commission expires _____

ACKNOWLEDGMENT

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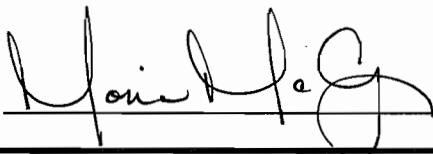
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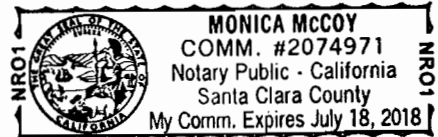
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WITNESS my hand and official seal.

Signature  (Seal)



H.B. White Canada Corp. ("HB White")
 Cochrane Project - Payment Analysis
 As of March 31, 2015
 All payments are w/o HST and in CDN Dollars

Total cost incurred by H B. White \$110,408,342
 Remaining in Accounts Payable 27,015,194

Amounts paid by HB White to date \$83,393,148

Overhead Payments made by HB White:

Project site staff /per diem/travel (exl. Foremen & Direct Labor) 4,682,450
 Legal fees 294,815
 Site facilities/utilities/supplies 896,508
 Provincial Sales Tax 128,095
 Insurance/bonds 21,445
 Other Overhead related costs 93,965
 HB White internal engineering costs 116,992
 HB White internal equipment charges 895,188

Paid by HB White less the above Overhead Payments \$76,263,690

Payments received from Northland Power 66,089,048

\$10,174,642

Amounts paid by HB White in excess of Amount paid by Northland Power

Other accounts that may contain overhead items:	
Equipment and Labor Mob/Demob	\$1,514,424
Small tools	1,709,059
Construction of Project access and laydown area	489,789
Safety Training and equipment	452,098
Pickup trucks	680,011
Project site staff /per diem/travel (Foremen)	578,491
Permits	189,767
Equipment Maintenance (internal and external)	1,808,494
	<u>\$7,422,137</u>
Adjustment assuming above accounts contain 30% overhead items	\$2,226,640
Adjustment assuming above accounts contain 70% overhead items	\$5,195,493
Excess payments adjusted for other accounts that may contain overhead items :	
	Adjusted Total
Adjusted for additional overhead at 30% of potential	\$7,948,002
Adjusted for additional overhead at 70% of potential	\$4,979,148

J

This is Exhibit "J" referred to in the Affidavit of Philip J. Gund
sworn July 6, 2016

SEE ATTACHED

Notary Public

My commission expires _____

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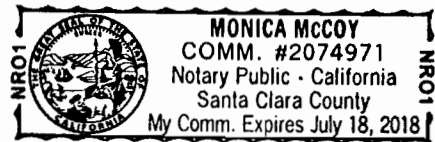
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WITNESS my hand and official seal.

Signature  (Seal)



H.B. White Canada Corp.
13-Week Cash Flow Forecast

	Wk-1 15-Jul	Wk-2 22-Jul	Wk-3 29-Jul	Wk-4 05-Aug	Wk-5 12-Aug	Wk-6 19-Aug	Wk-7 26-Aug	Wk-8 02-Sep	Wk-9 09-Sep	Wk-10 16-Sep	Wk-11 23-Sep	Wk-12 30-Sep	Wk-13 07-Oct	13-Week Total
(\$ in 000's CAD)														
RECEIPTS	-	-	380	-	380	-	380	-	380	-	-	-	-	1,522
DISBURSEMENTS														
Employee Payments	158	121	121	121	108	74	74	74	74	64	40	40	40	1,107
Project Related Costs	796	28	760	228	760	28	699	253	110	28	10	28	10	3,737
Restructuring Professional Fees	144	77	51	568	69	60	64	100	553	71	71	71	547	2,446
Total Disbursements	1,098	226	931	917	937	161	837	427	737	163	120	138	596	7,289
NET CASH FLOW BEFORE DEBT SERVICE	(1,098)	(226)	(551)	(917)	(556)	(161)	(457)	(427)	(356)	(163)	(120)	(138)	(596)	(5,767)
Opening Cash Balance	2,210	1,112	885	334	167	111	100	243	116	160	197	227	239	2,210
Net Cash Flow	(1,098)	(226)	(551)	(917)	(556)	(161)	(457)	(427)	(356)	(163)	(120)	(138)	(596)	(5,767)
DIP Facility Advance/(Repayment)	-	-	-	750	500	150	600	300	400	200	150	150	500	3,700
Ending Cash Balance	1,112	885	334	167	111	100	243	116	160	197	227	239	142	142
Opening DIP Facility Balance	-	-	-	-	751	1,252	1,403	2,005	2,307	2,710	2,912	3,065	3,218	-
DIP Facility Advance/(Repayment)	-	-	-	750	500	150	600	300	400	200	150	150	500	3,700
DIP Facility Interest	-	-	-	1	1	1	2	2	2	3	3	3	3	21
Ending DIP Facility Balance	-	-	-	751	1,252	1,403	2,005	2,307	2,710	2,912	3,065	3,218	3,721	3,721

**In the Matter of the CCAA Proceedings of H.B. White Canada Corp. (“HBW” or the “Company”)
Notes to the 13-Week Cash Flow Forecast**

Disclaimer:

In preparing this cash flow forecast (the “Forecast”), HBW has relied upon unaudited financial information and HBW has not attempted to further verify the accuracy or completeness of such information. The Forecast includes estimates concerning the completion of ongoing projects and additional assumptions discussed below with respect to the requirements and impact of a filing under the *Companies’ Creditors Arrangement Act* (“CCAA”). Since the Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Forecast period will vary from the Forecast, even if the assumptions materialize, and such variations may be material. There is no representation, warranty of other assurance that any of the estimates, forecasts or projections will be realized.

Overview:

The Forecast reflects cash flows from the Company’s operations and assumes that HBW files for protection under the CCAA on July 7, 2016. HBW, with the assistance of the Monitor, has prepared the Forecast based primarily on historical results and HBW’s current expectations. The Forecast is presented in thousands of Canadian dollars.

Assumptions:

1. Beginning Balance

Anticipated cash balance at the commencement of the CCAA proceedings.

2. Receipts

Forecast receipts represent collections from ongoing projects only. Timing of receipts assumes projects are completed on time and customers pay according to schedule.

3. Payroll & Related Costs

Disbursements include payroll, payroll taxes, employee benefits and union dues, paid weekly, one week in arrears.

4. Project Related Costs

These disbursements include normal course project costs, warranty costs, taxes (HST payments and refunds) and other operating expenditures.

5. Restructuring Professional Fees

These disbursements include payments to HBW’s legal counsel, the CRO, the Monitor and its counsel and other consultants and advisors as required.

6. DIP Interest

The DIP Facility accrues interest at a rate of 5%.

K

This is Exhibit "K" referred to in the Affidavit of Philip J. Gund
sworn July 6, 2016

SEE ATTACHED

Notary Public

My commission expires _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

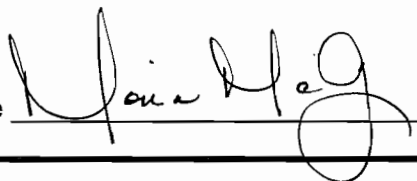
State of California
County of San Mateo

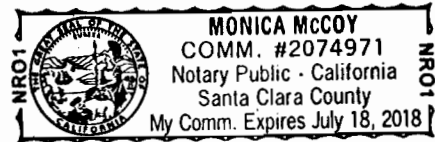
On July 6, 2016 before me, Monica McCoy, Notary Public
(insert name and title of the officer)

personally appeared Philip J. Gund,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





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Indianapolis, IN 46214

Tel (800) 668 3775
www.iea.net

June 29, 2016

H.B. White Canada Corp.
3900 E. White Ave
P.O. Box 249
Clinton, IN 47842

Attention: David Bostwick

Re: DIP Loan Financing Commitment

Dear Sirs:

This commitment letter is being delivered by the undersigned subject to the terms and conditions set out herein and the Term Sheet (as that term is defined below).

H.B. White Canada Corp. (the "Company"), a Nova Scotia unlimited liability company, (i) has advised Infrastructure and Energy Alternatives, LLC (the "Lender") that the Company intends as an applicant and a debtor company, to commence a proceeding (the "CCAA Proceeding") under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") before the Ontario Superior Court of Justice (Commercial List) at Toronto, Ontario (the "CCAA Court") and (ii) has requested that the Lender provide a debtor-in-possession financing facility during the Company's CCAA Proceeding.

The Lender agrees to provide to the Company a debtor-in-possession financing facility, being a revolving credit facility in the aggregate principal amount not to exceed U.S. \$5,000,000 (the "DIP Loan") subject to the terms and conditions in this letter and the Terms and Conditions attached hereto as Exhibit A (the "Term Sheet"), and together with this letter, the "Commitment Letter" or this "Commitment Letter") upon the entry of the Initial Order (as defined in the Term Sheet) (sometimes called the "Facility"), such Facility to be made available to the Company as a debtor in the CCAA Proceeding. The Facility shall be substantially on the terms and conditions set forth in the Term Sheet. The Lender's commitment to provide the Facility is subject in all respects to the satisfaction of the terms and conditions contained in this Commitment Letter. All schedules and exhibits hereto shall form part of this Commitment Letter.



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The indebtedness, liabilities and obligations of the Company under or in respect of the Facility (sometimes herein collectively called the "Obligations") shall be secured by perfected liens on and security interests in all existing and after-acquired undertaking and assets of the Company, subject to permitted liens to be approved by the Lender which for certainty shall include (i) valid and, if applicable, perfected construction lien claims against, any "holdback amounts" (collectively, "Liens Against Holdback Amounts") and (ii) liens in favour of (x) Wells Fargo Bank, National Association (the "First Lien Lender") as lender to the Lender (as borrower) pursuant to that certain credit agreement between the First Lien Lender and the Lender dated as of March 8, 2013, as amended and/or restated (the "Lender's First Lien Credit Agreement") and (y) Oaktree Power Opportunities Fund III, L.P. and Oaktree Power Opportunities Fund II (Parallel), L.P. (collectively, the "Second Lien Lenders") as lenders to the Lender (as borrower) pursuant to the second lien term loan agreement between the Second Lien Lenders and the Lender dated as of May 23, 2014 as amended and/or restated (the "Lenders' Second Lien Credit Agreement", and together with the Lender's First Lien Credit Agreement, collectively, the "Lenders' Credit Agreements"), in each case granted by the Company as a guarantor of the indebtedness, liabilities and obligations under such Lenders' Credit Agreements.

By its execution hereof and its acceptance in writing of this letter, the Company hereby agrees that it will indemnify and hold harmless the Lender, its affiliates and each of their respective assignees, and each of their respective directors, officers, partners, investors, employees, agents and advisors (each an "Indemnified Party") from and against any and all losses, claims, damages, liabilities or other expenses to which such Indemnified Party may become subject, insofar as such losses, claims, damages, liabilities (or actions or other proceedings commenced or threatened in respect thereof) or other expenses arise out of or in any way relate to or result from, this Commitment Letter or the establishment or extension of the Facility or any of the interest or other compensation received or earned in connection with or in any way arising from any use or intended use of this Commitment Letter or the proceeds of the Facility, and the Company agrees to reimburse each Indemnified Party for all actual and reasonable legal or other expenses, for which an invoice has been provided, incurred in connection with investigating, defending or participating in any such loss, ~~claim~~, damage, liability or action or other proceeding (whether or not such Indemnified Party is a party to any action or proceeding out of which indemnified expenses arise), but excluding therefrom all losses, claims, damages, liabilities and expenses

which are finally determined in a non-appealable decision of a court of competent jurisdiction to have resulted solely from the gross negligence or wilful misconduct of such Indemnified Party. In the event of any litigation or dispute involving this Commitment Letter or the Facility, the Lender shall not be responsible or liable to the Company, any reorganized entity, any of their respective subsidiaries or any other person for any special, indirect, consequential, incidental or punitive damages. In addition, the Company agrees to reimburse the Lender for all actual and reasonable fees and expenses (the "Expenses"), including all fees and expenses of the Lender's counsel and other advisors, for which an invoice has been provided, incurred by or on behalf of the Lender in connection with or otherwise related to the negotiation, documentation and administration of the Facility and the enforcement of all rights and security held by or on behalf of the Lender. The obligations of the Company under this paragraph shall remain effective whether or not definitive documentation is executed or any advance is made by the Lender under the Facility and notwithstanding any termination of the Lender's commitment under this Commitment Letter.

The Lender's commitment to provide the Facility (or a portion thereof as set forth in the Term Sheet) is subject to:

- (i) the Company obtaining the Initial Order from the CCAA Court in respect of the transactions contemplated hereby (sometimes herein called the "CCAA Financing Order"), consistent with this Commitment Letter and otherwise in form and substance satisfactory to the Lender;
- (ii) the negotiation, execution and delivery of definitive documentation consistent with this Commitment Letter and otherwise in form and substance satisfactory to the Lender;
- (iii) the satisfaction of the Lender that, after the date of this Commitment Letter, there shall not occurred or become known to the Lender any material adverse event or development in respect of the Company's business and assets (i.e. any changes after the date of this Commitment Letter or any new information regarding the Company's business and assets coming to the attention of the



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Lender, not previously disclosed to the Lender prior to the date hereof or disclosed after the date hereof) (a "Material Adverse Development"); and

- (iv) such other conditions as are set forth in the Term Sheet.

If at any time prior to the funding of the DIP Loan, the Lender shall determine that any condition precedent in this Commitment Letter has not been satisfied or that a Material Adverse Development has occurred, the Lender may terminate the Lender's funding obligations under this Commitment Letter by giving notice thereof to the Company (but the Company shall, despite such termination, pay all Expenses incurred to such date and such obligations of the Company shall survive such termination).

The Company represents and warrants to the Lender that:

- (i) all written information and other materials concerning the Company, its subsidiaries and the CCAA Proceeding (other than projections, estimates, budgets or forward looking statements) (the "Information") which has been, or is hereafter, prepared by or on behalf of the Company or any of its subsidiaries and delivered to the Lender are or, when delivered, will be, when considered as a whole, complete and correct in all material respects and do not, or will not when delivered, contain any untrue statement of material fact or omit to state a material fact necessary in order to make any statement contained therein not materially misleading in light of the circumstances under which such statement has been made; and
- (ii) to the extent that any such Information contains projections, estimates, budgets or forward looking statements, such projections, estimates, budgets or forward looking statements were prepared in good faith on the basis of:
 - A. assumptions, methods and tests stated therein which are believed by the Company to be reasonable at the time made; and



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- B. information believed by the Company to have been accurate based on the information available to the Company at the time such projections, estimates, budgets or forward looking statements were prepared and furnished to the Lender.

The Company agrees that if, at any time, any of the representations and warranties in the preceding sentence is or would be incorrect in any material respect if the information or projections were being furnished or such representations and warranties were being made, at such time, then the Company will promptly supplement and deliver to the Lender, or cause to be supplemented and delivered to the Lender, the information and projections so that such representations and warranties will be correct in all material respects under those circumstances.

The offer made by the Lender in this Commitment Letter shall expire, unless otherwise agreed by the Lender in writing, at 5:00 p.m. (Toronto, Ontario time) on July 7, 2016 unless prior to such date and time the Company has (x) accepted this Commitment Letter by executing the acknowledgement portion hereof and (y) returned a fully executed and acknowledged copy of this Commitment Letter to the Lender.

The commitment by the Lender to provide the Facility shall automatically expire without any further action required whatsoever (unless extended by the Lender in writing):

- (i) at 5:00 p.m. (Toronto, Ontario time) on July 8, 2016 unless, prior to such time, the Company shall have filed (x) an application for relief under the CCAA in form and substance reasonably satisfactory to the Lender and (y) a motion for approval of the Facility in form and substance satisfactory to the Lender in its sole discretion; and
- (ii) at 5:00 p.m. (Toronto, Ontario time) on July 8, 2016 unless, prior to such time, the Company shall have (x) obtained the Initial Order, in form and substance satisfactory to the Lender in its sole discretion and (y) delivered to the Lender the definitive documentation required by the Lender for the Facility such definitive



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documentation to include an executed certificate of a responsible officer of the Company certifying that all other conditions to closing have been satisfied or waived in writing by the Lender, and the transactions contemplated by the Facility shall have been consummated.

If the terms and conditions relating to the Facility contained in this Commitment Letter are satisfactory to you, please indicate your acceptance by signing and delivering to the Lender a copy of this Commitment Letter accepted by the Company.

This Commitment Letter:

- (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions, summaries, agreements, proposals, commitments, arrangements, negotiations or understandings, whether oral or written, of the parties with respect thereto; provided that to the extent that there is any inconsistency between this Commitment Letter and any of the other Loan Documents, this Commitment Letter shall govern to the extent of such conflict or inconsistency, provided further that in the event that the Lender and the Company enter into a loan agreement or an amended and restated commitment letter to govern the terms and condition of the Facility (as any such agreement may be amended, restated or replaced from time to time, the "DIP Credit Agreement"), then in such case in the event of a conflict between the terms of the DIP Credit Agreement and the terms of this Commitment Letter, the terms of the DIP Credit Agreement shall govern to the extent of such conflict or inconsistency
- (ii) shall be governed by the law of the Province of Ontario and the federal laws of Canada applicable therein and, without giving effect to the conflict of laws provisions thereof and each party submits to the exclusive jurisdiction of the courts in the Province of Ontario (the Superior Court of Justice, Commercial List



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at Toronto) to adjudicate any disputes between the Company and the Lender regarding this Commitment Letter;

- (iii) shall be binding on the parties and their respective successors and permitted assigns;
- (iv) may not be relied on or enforced by any other person; and
- (v) may be signed in two counterparts and any counterpart may be circulated by fax, pdf email or other electronic transmission, each of which shall be deemed an original and both of which together shall constitute one and the same agreement.

If this Commitment Letter becomes the subject of a dispute, each of the parties hereto hereby waives trial by jury to the extent permitted by applicable law. This Commitment Letter may be amended, modified or waived only in a writing signed by each of the parties hereto.

No delay or waiver on the part of the Lender in exercising any right or remedy hereunder or under any other Loan Document will operate as a waiver hereof or thereof unless executed in writing by the Lender and delivered to the Company. No waiver by the Lender of any of its rights or remedies hereunder or under any of the Loan Documents shall be considered a waiver of any other or subsequent right or remedy of the Lender, no delay or omission in the exercise or enforcement by the Lender of any right or remedy shall be considered as a waiver of any right or remedy of the Lender, and no exercise or enforcement of such right or remedy shall exhaust or preclude the exercise of any other right or remedy of the Lender.

The Lender shall have the right to assign its rights and obligations hereunder and under the Loan Documents to any affiliate of the Lender before or after an Event of Default. The Lender shall have the right to assign its rights and obligations to a non-affiliate of the Lender (i) prior to an Event of Default which is continuing with the prior consent of the Company acting reasonably and (ii) at any time after an Event of Default which is continuing without the consent of the Company (provided that the Lender shall provide prompt notice of any such assignment to the Company in any event).



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If any provision of this Commitment Letter or any Loan Document is or becomes invalid, illegal or unenforceable in any jurisdiction, then any such provision, as to such applicable jurisdiction, shall not affect (i) the remaining provisions of the applicable document which shall be read as if such provision had never been contained therein in the applicable jurisdiction and (ii) the enforceability of such provision in any other jurisdiction.

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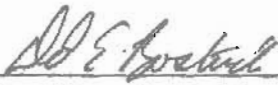
Very truly yours,

INFRASTRUCTURE AND ENERGY ALTERNATIVES,
LLC

By: 
Name: Andrew D Layman
Title: Chief Financial Officer

Agreed and accepted on this
5 day of July, 2016

H.B. WHITE CANADA CORP.

By: 
Name: David E. Bostwick
Title: Secretary

By: _____
Name: _____
Title: _____



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Exhibit A

H.B. White Canada Corp.

Terms and Conditions for the Facility

This outline of the Terms and Conditions of the Facility is part of the DIP financing Commitment Letter dated June 29, 2016 addressed to H.B. White Canada Corp. (the "Company") by Infrastructure and Energy Alternatives, LLC (the "Lender") and is subject in all respects to the terms and conditions of the letter to which these Terms and Conditions are attached. Capitalized terms used herein shall have the meanings set forth in the Commitment Letter unless otherwise defined herein.

BORROWER: H.B. White Canada Corp.

LENDER: Infrastructure and Energy Alternatives, LLC

REVOLVING CREDIT FACILITY: U.S. \$5,000,000. Amounts repaid under the Facility may be reborrowed. The Company shall pay all interest and principal amounts owing on account of the Facility to the Lender in U.S. Dollars.

AVAILABILITY: The DIP Loan shall be available to the Company upon (i) the issuance of an initial order by the CCAA Court authorizing the CCAA Proceeding and approving the Facility, in form and substance consistent with the Commitment Letter with priority for the Lender's liens satisfactory to the Lender in its discretion and otherwise reasonably satisfactory to the Lender (as may be amended from time to time with the consent of the Lender, the "Initial Order"), (ii) satisfaction of the DIP Loan Conditions set forth herein, and (iii) receipt by the Lender of a certificate of an authorized officer of the Company certifying that the DIP Loan Conditions set forth herein and the other conditions precedent set forth in this Commitment Letter and this Term Sheet and/or the other Loan Documents, as applicable, have been satisfied and that no default or Event of Default has occurred and is continuing under the Loan Documents or the Court Orders, in a maximum amount equal to the lesser of (i) US. \$5,000,000 and (ii) such other amount as may be approved by the Initial Order.

MATURITY DATE: "Maturity Date" means the earliest of (a) November 30, 2016 or such later date as may be agreed to in writing by the Lender in its sole discretion subject to earlier termination in accordance with the terms hereof, (b) the date on which the CCAA stay of proceedings pursuant to the Initial Order expires without being extended, and (c) the date on which the CCAA Proceeding is terminated for any reason.



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The commitment of the Lender in connection with the Facility shall expire on the Maturity Date and all amounts owing under the Facility (collectively, the “Obligations”) shall be repaid in full by the Company on the Maturity Date without the Lender being required to make demand for payment or to give notice that the Facility has been terminated and that the Obligations are due and owing by the Company.

**MULTIPLE
ADVANCES/
ADVANCE
RESTRICTIONS:**

The dates and maximum amounts for advances under the Facility shall be in all cases in accordance with and subject to the limitations contained in the Cash Flow Statements. For certainty, without the consent of the Lender in its discretion acting reasonably in the event that the Company requires an advance under the Facility prior to the proposed date for such advance in the Cash Flow Statements, the Lender shall not be required to make an advance under the Facility (i) unless such advance is specifically contemplated by the Cash Flow Statements (and the amount of any such advance shall be limited to the amount of such advance as contemplated by the Cash Flow Statements) and (ii) if one or more of the DIP Loan Conditions are not satisfied.

USE OF PROCEEDS:

The loan advances made under the Facility shall be used solely:

- (a) to pay fees and expenses associated with the Facility (including Expenses); and
- (b) to pay other general corporate expenses and operating costs of the Company, including the Company’s expenses and operating costs in the CCAA Proceeding in accordance with and solely for the uses contemplated by the Cash Flow Statements approved by the Lender from time to time (and any variances therefrom not constituting a Material Adverse Deviation).

Notwithstanding the foregoing or any other provision hereof, the loan proceeds from the Facility may be used to pay all professional fees and expenses incurred by the Company for its advisors to the extent provided for in reasonable detail in the Cash Flow Statements in a manner acceptable to the Lender (collectively, the “Professional Fees”).

INTEREST RATE:

The Company shall pay interest to the Lender on the principal amount outstanding under the Facility and all other Obligations owing from time to time from the date of each advance or the date on which such other Obligation arises, as applicable, both before and after maturity, demand, default or judgment, and until actual payment in full at the rate of five per cent (5.0%) per annum, calculated and



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compounded monthly not in advance on the first day of each calendar month and payable on the Maturity Date.

The Company shall make all payments to the Lender in respect of the Facility free and clear of any applicable withholding tax.

All interest and fees shall be calculated on the basis of a 365 day year and the actual days elapsed, for the purpose of the *Interest Act* (Canada).

Notwithstanding anything to the contrary set forth herein, if a court of competent jurisdiction determines in a final order that the rate of interest payable hereunder exceeds the highest rate of interest permissible under law (the "Maximum Lawful Rate"), then so long as the Maximum Lawful Rate would be so exceeded, the rate of interest payable hereunder shall be equal to the Maximum Lawful Rate.

**ORDER OF
APPLICATION OF
PROCEEDS/
MANDATORY
PREPAYMENTS:**

The Company shall distribute and apply all amounts received by the Company, whether on account of a sale or sales of any property or assets or payment for amounts owing to the Company in accordance with all applicable laws and in compliance with all Court Orders.

After the occurrence and continuance of an Event of Default which has not been waived by the Lender in its sole discretion, no repayment to the Lender on account of the Obligations shall be made other than pursuant to a Court Order made on notice to the CCAA Proceeding service list which Court Order shall determine the appropriate source and allocation of amounts against the property of the Company and the applicable HBW Project to be used to effect such repayment; and for certainty, no lien or trust claimant shall be paid any amount before the Obligations secured by the Lender's DIP Liens are repaid in full and the Lender shall not be required to wait for realizations from a different source before being repaid.

All net cash proceeds paid to the Lender on account of the Obligations shall, unless otherwise agreed by the Lender in writing in its discretion, be applied as follows: (a) first to pay all Expenses then owing to the Lender under the Facility or the Loan Documents, (b) second, to pay accrued and unpaid interest owing under the Facility; (c) third to pay all principal amounts owing under the Facility; and if any excess amount is paid to the Lender, the Lender shall pay any such excess amount (after all of the Obligations have been repaid in full) to the Company or as the CCAA Court may otherwise direct.

**VOLUNTARY
PREPAYMENT AND
REPAYMENT
RIGHT:**

The Company shall be entitled to voluntarily prepay or repay any principal amount before the Maturity Date.



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COLLATERAL: All present and future indebtedness and liability owing by the Company to the Lender under or in respect of the Facility shall be secured by a charge of, and security interest in all the Company's existing and after-acquired undertaking and assets including a charge of, and security interest in real property, equipment and cash collateral accounts and other cash deposits pursuant to the CCAA Financing Order and, if required by the Lender in its discretion, pursuant to a security agreement, mortgages, and/or debentures to be delivered by the Company to the Lender (collectively, the "Lender's DIP Liens").

The Lender's DIP Liens shall have a priority lien status, on all assets of the Company, subject only to Permitted Priority Liens. Pursuant to the issuance of the Initial Order, no other liens other than Permitted Liens shall exist on the assets of the Company. No liens granted to the Lender will be released until all amounts owing under the Facility are paid in full and the Lender has no further obligation to extend credit to the Company under the Facility, unless otherwise agreed in writing by the Lender in its sole discretion.

All borrowings by the Company, all costs, fees and expenses of the Lender, and all other obligations owed to the Lender under the Facility shall be secured as described above.

The reference to and use in this Commitment Letter of the term "Permitted Liens" means that such Permitted Liens are permitted to exist but does not and shall not be deemed to be an agreement by the Lender that such Permitted Liens shall be entitled to priority over the Lender's DIP Liens (the liens comprising "Permitted Liens" will be defined in the DIP Credit Agreement but are required to be satisfactory to the Lenders in its sole discretion in any event). All Permitted Liens shall rank subordinate to the Lender's DIP Liens except for "Permitted Priority Liens" which are and shall be permitted to rank in priority to the Lender's DIP Liens and such "Permitted Priority Liens" are and shall be limited to (i) (x) specific purchase money security interests in each case charging specific equipment and securing maximum amounts to be consented to by the Lender in writing and (y) perfected security interests in each case charging specific equipment or other collateral but excluding a security interest in all of the Company's present and future property and assets, (ii) liens granted by the Borrower as security for the Borrower's guarantees of the obligations under the Lenders' Credit Agreements, (iii) Liens Against Holdback Amounts, and (iv) such other permitted liens as may be agreed to by the Lender in writing in its sole discretion.



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**CONFIRMATION
ORDER:**

Any sanction order or confirmation order rendered in the CCAA Proceeding shall be in form and substance satisfactory to the Lender.

**DIP LOAN
CONDITIONS
PRECEDENT:**

The obligation of the Lender to make the DIP Loan (or any portion thereof) under the Facility shall be subject to the following conditions precedent (collectively the "DIP Loan Conditions"), in each case unless waived in writing by the Lender in its sole discretion:

- (a) execution and delivery of all loan documents (the "Loan Documents") required by the Lender (including, without limitation, the DIP Credit Agreement, promissory note, bank account control agreements, security agreements, officers' certificates, directors' authorizing resolutions, incumbency certificates and legal opinions) consistent with this Commitment Letter and otherwise in form and substance reasonably satisfactory to the Lender;
- (b) no Material Adverse Development shall have occurred after the date of the Commitment Letter;
- (c) The Company shall have commenced the CCAA Proceeding and the Initial Order including a stay of proceedings in form and substance satisfactory to the Lender shall have been issued by the CCAA Court;
- (d) the Company shall have obtained the Initial Order by the time required by the Commitment Letter, in form and substance satisfactory to the Lender in its sole discretion, and no such order shall have been reversed, stayed, vacated or, unless otherwise agreed by the Lender in writing, amended or subject to appeal, and unless waived by the Lender in its discretion, the time period in which to file an appeal, notice of leave for appeal or any other proceeding to vary, amend or appeal such CCAA Financing Order shall have expired, and the Company shall have served the applicable motion material on such parties as the Lender shall have required, acting reasonably;
- (e) no default or Event of Default shall exist under any of the Loan Documents, any CCAA Financing Order or any Court Order, and no default or Event of Default would result from the making of an advance under the Facility;

- (f) the Initial Order shall grant to the Lender a priority lien and charge subject only to (i) an “administration charge” pursuant to the Initial Order securing the maximum amount of Cdn. \$1,000,000 over all the Company’s existing and after-acquired undertaking and assets (the “Administration Charge”) as set forth in the “Collateral” section of this Term Sheet, and (ii) Permitted Priority Liens;
- (g) the Company shall have granted to the Lender a perfected lien, charge, and security interest, subject in priority only to the Administration Charge and the Permitted Priority Liens, in all the Company’s existing and after-acquired undertaking and assets, and the Lender shall have received results satisfactory in its discretion, acting reasonably, of all PPSA or other personal property searches, tax searches, judgment lien and execution searches and other appropriate evidence, confirming the absence of any other liens, charges, security interests or other encumbrances against the Company’s undertaking and assets, except for Permitted Liens;
- (h) all governmental and third party consents and approvals necessary or required by the Lender in connection with the Facility and the terms thereof and its effectiveness shall have been obtained (without the imposition of any conditions that are not satisfactory to the Lender) and shall remain in full force and effect, all applicable governmental filings shall have been made and any applicable waiting periods shall have expired without any action being taken by any competent authority; and no law or regulation shall be applicable in the reasonable judgment of Lender that restrains, prevents or imposes materially adverse conditions on the Facility, the transactions contemplated thereby or any of the Lender’s rights with respect thereto;
- (i) if requested by the Lender, the Lender shall have been named as mortgagee and loss payee on all such property insurance and an additional insured on all liability insurance; and each property insurance policy shall contain a mortgage clause satisfactory to the Lender which shall provide *inter alia* for 30 days’ advance written notice to the Lender prior to any non-renewal, cancellation or amendment of such property insurance policy;
- (j) prior to the issuance of the Initial Order, the Lender shall have received, in form and content satisfactory to the Lender, in its discretion (acting reasonably), an initial budget and cash flow

- statement through October 28, 2016 (the “Initial Cash Flow Statement” and, together with such subsequent cash flow statements that are approved by the Lender, the “Cash Flow Statements”);
- (k) other than (x) the CCAA Proceeding, (y) regulatory compliance matters, or (z) those claims, actions, suits, investigations or proceedings which have been disclosed in writing to the Lender prior to the date hereof and in respect of which the Lender has confirmed in writing to the Company that the Lender is satisfied with same, there shall exist no claim, action, suit, investigation or proceeding, pending or threatened, in any court or before any arbitrator, mediator or governmental authority which relates to the Company or which is not stayed by the Initial Order;
 - (l) simultaneously with the advance of the Facility, the Lender shall receive payment of all Expenses then owing and payable;
 - (m) each order of the CCAA Court issued in the CCAA Proceeding (a “Court Order” and collectively, the “Court Orders”) shall be in full force and effect and not have been stayed, reversed, vacated, rescinded, modified or amended in any respect materially adversely affecting the Lender in its capacity as Lender unless otherwise agreed by the Lender in its sole discretion;
 - (n) the Company shall have complied in all material respects with all applicable laws and regulations in relation to its business and the Initial Order, except to the extent stayed under applicable provisions of the CCAA or any Court Order;
 - (o) Alvarez and Marsal Canada ULC shall have been appointed as the monitor for the CCAA Proceeding pursuant to the Initial Order;
 - (p) the CCAA Court shall have approved the engagement by Ankura Consulting Group, LLC (“Ankura”) to act as the chief restructuring officer of the Company (the “CRO”), and the terms of such engagement and the powers and protections afforded to the CRO pursuant to the Initial Order shall be satisfactory to the Lender acting reasonably and without limitation the CRO shall be authorized and directed by the Initial Order to meet with the Lender, provide regular status updates to the Lender, and provide information regarding the Company’s business as requested by the Lender acting reasonably;

- (q) the Lender shall (x) be permitted on the date of any proposed advance to borrow from the lender or lenders, as applicable, under the Lenders' Credit Agreements the full amount to be advanced by the Lender to the Company under the Facility and (y) have access to sufficient additional credit (in the Lender's sole discretion) under the Lenders' Credit Agreements which the Lender may require for its own operating purposes on terms satisfactory to the Lender in its sole discretion; and
- (r) the Lender shall have received such financial and other information regarding the Company, as the Lender may reasonably request.

**REPRESENTATIONS
AND WARRANTIES:**

Usual and customary representations and warranties for facilitates of this nature, in each case, to be mutually agreed upon. For certainty, the representations and warranties shall be deemed to be repeated on each date on which an advance is made under the Facility.

COVENANTS:

Other usual and customary affirmative and negative covenants for facilities of this nature to be mutually agreed upon. Positive covenants will include (i) the Company shall keep the Lender informed of material events in the conduct of its business and the CCAA Proceeding including delivery of requested information and weekly status updates, (ii) consulting with the Lender with respect to the asset sale and disposition process to be established in the CCAA Proceeding including any amendments thereto from time to time, (iii) delivering to the Lender draft copies of any court materials in respect of the CCAA Proceeding (including without limitation any notices of motion, affidavits, other evidence and forms or orders) which the Company intends to file with the CCAA Court for review and comment by the Lender not less than 2 business days prior to the date on which the Company serves and files such court materials (or as soon as possible in the circumstances where it is not reasonably practicable to provides such material to the Lender 2 business days in advance), (iv) the Company will use the proceeds of the Facility only for the purposes specifically permitted hereunder, (v) comply with all Court Orders, (vi) deliver prompt notice to the Lender of any default or Event of Default hereunder or any circumstance that might constitute or result in a Material Adverse Deviation (as that term is defined below), and (vii) pay to the Lender all Obligations as and when the same become due and owing.

Negative covenants shall include without limitation (i) declare or pay any dividends, (ii) sale of assets except as permitted by Court Orders and any CCAA Court approved sale process, (iii) incurring debt for borrowed money other than under the Facility, (iv) enter into any material transaction outside the ordinary course of business without the consent of the Lender unless otherwise approved



**POWER
FORWARD**

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Indianapolis, IN 46214

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by a Court Order or by the Monitor, (v) not creating or permitting to exist any liens, security interests or other encumbrances on the Company's assets except for Permitted Liens and CCAA Court ordered charges approved by the Lender, (vi) amalgamate or merge into any other entity or enter into any similar transaction without the Lender's prior written consent, (vii) amend the Company's articles or take any action to authorize or cause the dissolution of the Company, or (viii) the Company seeks or obtains any Court Order that materially adversely affects the Lender in its capacity as the Lender without the prior written consent of the Lender.

**FINANCIAL AND
OTHER REPORTING:**

Financial and other reporting to the Lender to include:

- (a) updated budget and updated cash flow projections every four (4) weeks (which, when approved by the Lender, shall constitute a Cash Flow Statement, respectively, for purposes of this agreement) including a reconciliation of actual results for the immediately preceding month to the Cash Flow Statements for such month as set forth in the applicable Cash Flow Statement, respectively, and a detailed explanation of all material variances;
- (b) annual and quarterly financial statements, to the extent provided to the Company's other debt holders; and
- (c) other reporting as required by the Lender from time to time including without limitation regarding asset sales.



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**EVENTS OF
DEFAULT:**

Usual and customary events of default for facilities of this nature including without limitation (i) the occurrence of an adverse deviation being a deviation in excess of twenty percent (20%) of (x) amounts actually paid by the Company or (y) amounts actually received by the Company, compared against the applicable estimated amounts in the Cash Flow Statements for that same rolling four (4) week period (a "Material Adverse Deviation"), (ii) any creditor of the Company shall take any action including for the appointment of a receiver, receiver and manager or interim receiver of the Company or any of its assets, (iii) the Company files an assignment in bankruptcy or any creditor of the Company files a petition for the bankruptcy of the Company (iv) default by the Company in the performance of covenants hereunder or under the Loan Documents and such default continues unremedied for more than ten business days after the earlier to occur of the Company becoming aware of such default or the Lender providing written notice of such default to the Company, (v) this Commitment Letter or any Loan Document ceases to be enforceable or is otherwise contested by the Company, (vi) (w) any Court Order is issued amending, varying reversing or staying any earlier Court Order in any manner that materially and adversely affects the Lender without its prior written consent, (x) any Court Order ceases to be enforceable in any manner that has a material adverse effect on the interests of the Lender, (y) the Company shall fail to comply with any Court Order in any material respect that has an adverse effect on the interests of the Lender or (z) any Court Order is issued by the CCAA Court (or any other court of competent jurisdiction) that materially adversely affects the Lender without the prior written consent of the Lender, (vii) the CCAA Proceeding is terminated or dismissed or converted to a receivership, a proposal in bankruptcy or a bankruptcy proceeding or any order is issued by the CCAA Court (or any other court of competent jurisdiction) granting relief from the stay of proceedings in the Initial Order, unless agreed to by the Lender in its discretion, (viii) the CCAA stay of proceedings expires without being extended, (ix) any plan of compromise or arrangement is proposed, filed or sanctioned by the CCAA Court in form and substance that is not acceptable to the Lender if such plan does not provide for either (A) the repayment of the Obligations in full in cash or (B) designate the Lender was unaffected by any such plan, (x) the Company makes any material payments of any kind not permitted by Court Order or this Commitment Letter, (xi) a default under either or both of the Lenders' Credit Agreements permitting the lender(s) thereunder to accelerate repayment of the applicable obligations and/or enforce security delivered therefor including without limitation the guarantee delivered by the Company and its capacity as a guarantor, or (xii) failure by the Company to pay the Obligations when due. For certainty, any one or more Events of Default may be waived by the Lender in its sole discretion.



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**EFFECT OF EVENT
OF DEFAULT:**

Upon the occurrence of an Event of Default, the Lender may terminate the Facility and stop making any advances under the Facility, and set-off and/or consolidate any amounts owing by the DIP Lender to the Company against the Obligations, upon seven (7) days' prior written notice to the Company and the Monitor, (i) apply to the CCAA Court for the appointment of an interim receiver or a receiver and manager of the undertaking, property and assets of the Company or for the appointment of a trustee in bankruptcy of the Company, (ii) exercise the powers and rights of a secured party under the *Personal Property Security Act* (Ontario) or any legislation of similar effect applicable to the Lender's security and (iii) exercise all such other rights and remedies under the Loan Documents and the Court Orders.

**INDEMNITY AND
EXPENSE:**

Gross-up for all withholding taxes and customary provisions relating to indemnity, expenses, increased costs, capital adequacy and related matters in form and substance reasonably satisfactory to the Lender.

CURRENCY:

All dollar amounts referred to herein are denominated in U.S. dollars unless otherwise specified.

**FURTHER
ASSURANCES:**

The Company shall at its expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the Lender may reasonably request for the purpose of giving effect to this Commitment Letter and perfecting, protecting and maintaining the liens created by the Loan Documents or Court Orders or establishing compliance with the representations, warranties and conditions of this Commitment Letter or any other Loan Documents.

L

This is Exhibit "L" referred to in the Affidavit of Philip J. Gund
sworn July 6, 2016

SEE ATTACHED

Notary Public

My commission expires _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

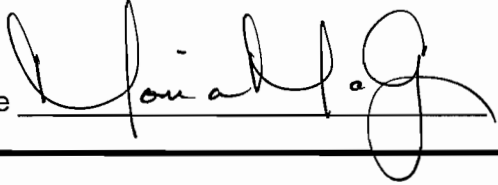
State of California
County of San Mateo

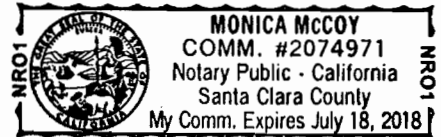
On July 6, 2016 before me, Monica McCoy, Notary Public
(insert name and title of the officer)

personally appeared Philip J. Gund,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





June 1, 2016

H.B. White Canada Corp.
70 Summerlea Rd.
Brampton, On
L6T-4X3

VIA EMAIL: Andrew.Layman@iea.net>

Attention: Andrew Layman, CFO

Dear Sirs:

Introduction

This letter confirms that Ankura Consulting Group, LLC. ("**Ankura**") has been retained by H.B. White Canada Corp. ("**you**" or the "**Company**") to provide certain consulting services (the "**Services**") set out below to the Company. This letter of engagement constitutes the engagement contract (the "**Engagement Contract**") pursuant to which the Services will be provided. As you are aware, Ankura has previously been engaged as restructuring advisor to Infrastructure and Energy Alternatives, LLC, the ultimate parent of the Company (the "**Prior Engagement**"). You acknowledge this Engagement Contract does not conflict with or amend in any way the Prior Engagement.

Scope of Services

The Services to be performed by Ankura will include serving as the Company's Chief Restructuring Organization (the "**CRO**") with services to be provided primarily by Philip Gund ("**Gund**") and B. Lee Fletcher ("**Fletcher**"). It is anticipated that the Company will bring proceedings seeking protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**"). As part of that relief, the Company will seek the confirmation by the Court of the appointment of the CRO.

The CRO will lead the Company's restructuring efforts. The duties of the CRO include:

- Providing financial, strategic and restructuring advice;
- Assisting management with such analysis as may be required;
- Overseeing the preparation and updating of the Company's short-term cash flow forecasts and the monitoring of actual performance against forecasted cash flow;
- Assisting the Company in managing its day-to-day liquidity requirements;
- Leading negotiations and discussions with the Company's borrowers, lenders and other stakeholders;
- Assisting the Company in preparing for a filing under the CCAA and for any related or ancillary filings as may be required (the foregoing collectively, "**Restructuring Proceedings**"); and
- Such other services as may be appropriate and necessary on request of the Company's management or lenders and agreed by us.

Following confirmation of the CRO's appointment by the Court, the CRO shall have the power without the further approval of the Company's board of directors to (i) sell or otherwise dispose of material assets of the Company; (ii) settle material litigation or claims; (iii) dismiss or otherwise alter the employment or

responsibilities of officers or other employees; and (iv) take other actions which normally require board approval, subject to the existing agreements of the Company and any provisions of any orders pursuant to the CCAA proceedings. Notwithstanding the foregoing, the CRO will endeavour to keep the Board fully apprised of its findings, plans and activities.

The Company understands that the CRO will communicate with landlords, vendors and other creditors of the Company and their respective professionals, as to the status of operations and the plans for the restructuring of the Company. In view of the Company's precarious present circumstances, the Company acknowledges that the CRO may be required to make decisions with respect to extraordinary measures quickly and that the depth of their analysis of the information on which these decisions will be based may be limited in some respects due to the availability of information, time constraints and other factors. Moreover, the CRO shall be entitled, in performing their duties hereunder, to rely on information disclosed or supplied to them without verification or warranty of accuracy or validity.

Fees

Fees in connection with this engagement (the "**Engagement**") will be charged at the CRO's standard hourly rates in effect when the services are rendered, plus applicable taxes. The CRO's rates are generally revised annually. The CRO's current hourly rates, expressed in \$US, are as follows:

	<u>Standard Hourly Rates</u>
Sr. Managing Directors	\$750
Professional Staff	\$325 - \$675
Paraprofessionals	\$225 - \$300

In addition to the fees outlined above, the CRO will bill for reasonable direct expenses which are likely to be incurred on behalf of the Company during this Engagement. Direct expenses include reasonable and customary out-of-pocket expenses which are billed directly to the engagement such as certain telephone, overnight mail, messenger, travel, meals, accommodations and other expenses specifically related to the Engagement. Invoices will also include all applicable taxes. The CRO shall submit semimonthly invoices, shortly after the 15th and the last day of each month, for fees as set out above, plus expenses incurred. The fees will be payable upon receipt via wire transfer.

The Company agrees that in the event that it decides to commence Restructuring Proceedings, including proceedings under the CCAA, the Company will seek provisions in a court order in such Restructuring Proceedings in form and substance satisfactory to the CRO:

providing that the Company's obligations to pay all amounts properly due or payable to the CRO in connection with this Engagement shall be secured by a first priority court ordered charge over the assets of the Company. The CRO acknowledges and agrees that such charge may also secure payments of other amounts owing to certain professionals in connection with the Restructuring Proceeding including, without limitation, the fees and expenses of any monitor to be appointed in such proceedings and the fees and expenses of the Company's legal advisors.

providing that the CRO, Gund, Fletcher and other employees of the CRO shall not incur any liability or obligation as a result of the provision of services to the Company except as may result from gross negligence or wilful misconduct; and

providing that the claims of the CRO, Gund, Fletcher and other employees of the CRO, including without limitation under the Indemnity, are not claims which may be compromised within or otherwise effected by any Restructuring Proceeding, any plan of compromise or arrangement or other proceeding.

Confidential Information

The parties agree that any confidential information received from another party shall only be used for the purposes of providing or receiving Services under this or any other contract between the parties. Except as provided below, no party will disclose another party's confidential information to any third party without the other party's consent. Confidential information shall not include information that (i) is or becomes generally available to the public other than as a result of a breach of an obligation under this clause; (ii) is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information; or (iii) is or has been independently developed by the recipient unless derived by one party from the confidential information of the other party.

Notwithstanding this section, any party will be entitled to disclose confidential information of another to a third party to the extent that this is required in the Restructuring Proceeding or by valid legal process, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other party.

Termination

Either party may terminate the Engagement Contract for whatever reason upon 30 days written notice to the other party. Work will continue and fees will be paid until the expiry of the notice period.

Indemnity

In connection with the Engagement of Ankura as CRO, the Company agrees to indemnify and hold harmless the CRO its principals, directors, officers, representatives, employees and agents including without limitation, Gund and Fletcher (the "**Indemnified Parties**" and each an "**Indemnified Party**") from and against any and all losses, expenses, claims, actions, damages and liabilities, joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of its counsel on a solicitor and his own client basis that may be incurred in advising with respect to and/or defending any action, suit, proceeding, investigation or claim that may be made or threatened against the Indemnified Party or in enforcing this indemnity to which the Indemnified Party may become subject or otherwise involved in any capacity (collectively, the "**Claims**") insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the Engagement unless arising from the gross negligence or wilful misconduct of any Indemnified Party.

The Company also agrees that any Indemnified Party shall not have any liability (whether directly or indirectly in contract or tort or otherwise) to the Company or any person asserting claims on behalf of or in right of the Company for or in connection with the Engagement except to the extent any losses, expenses, claims, actions, damages or liabilities incurred by the Company are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted primarily

from the negligence or wilful misconduct of any Indemnified Party. The Company will not, without the CRO's written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought hereunder (whether or not the Indemnified Party is a party thereto) unless such settlement, compromise, consent or termination includes a release of each Indemnified Party from any liabilities arising out of such action, suit, proceeding, investigation or claim.

Promptly after receiving notice of an action, suit, proceeding or claim against any Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Company, such Indemnified Party will notify the Company in writing of the particulars thereof.

The Company also agrees to reimburse the CRO for the time spent in connection with any Claim subject to this indemnity. The CRO may retain one counsel to separately represent it in the defense of a Claim subject to this indemnity, which shall be at the Company's expense on a solicitor and his own client basis if (i) the Company does not promptly assume the defence of the Claim, (ii) the Company agrees to separate representation or (iii) the CRO is advised by counsel that there is an actual or potential conflict in the Company's and the CRO's respective interests or additional defences are available to the CRO, which makes representation by the same counsel inappropriate.

The obligations of the Company hereunder are in addition to, and not in substitution for, any liability which the Company or any other person may have to the CRO.

Independent Contractor

The parties intend that an independent contractor relationship will be created by this letter agreement. The CRO will not be entitled to receive from the Company any salary, bonus, compensation, vacation pay, sick leave, retirement, pension or social security benefits, workers compensation, disability, unemployment insurance benefits or any other Company employee benefits. The CRO shall be solely responsible for any tax consequences applicable to the CRO by reason of this Agreement and the relationship established hereunder, and the Company shall not be responsible for the payment of any federal, provincial, state or local taxes or contributions imposed under any employment insurance, social security, income tax or other tax law or regulation with respect to the CRO's performance of Services hereunder. The parties agree that, subject to the terms and provisions of this Agreement, the CRO may perform any duties hereunder and set the CRO's own work schedule without day-to-day supervision by the Company.

None of the CRO, Gund, Fletcher or any other employee or agent of the CRO shall be an employee, officer or directors of the Company pursuant to this letter. In the event the Company commences proceedings under the CCAA, the Company will seek provisions in the order specifically confirming this paragraph.

Acknowledgement and Acceptance

Please acknowledge the Company's acceptance of the terms of this Engagement Contract by signing both the confirmation below and the attached Terms and Conditions and returning a copy of each to us at the above address.

Governing Law

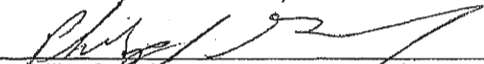
The Engagement Contract shall be governed by and interpreted in accordance with the laws of Canada and the Province of Ontario, without giving effect to the choice of law provisions thereof. The Courts of

Ontario sitting in Toronto shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. The parties submit to the jurisdiction of such Courts and irrevocably waive any right they may have to object to any action being brought in these Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction.

Yours faithfully,

ANKURA CONSULTING GROUP, LLC.

By:

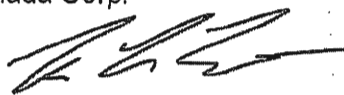

Philip Gund
Senior Managing Director

Confirmation of Terms of Engagement

We agree to engage Ankura Consulting Group, LLC upon the terms set forth herein.

H.B. White Canada Corp.

By:


Andrew Layman
Chief Financial Officer

Dated:

07/05/16

M

This is Exhibit "M" referred to in the Affidavit of Philip J. Gund
sworn July 6, 2016

SEE ATTACHED

Notary Public

My commission expires _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

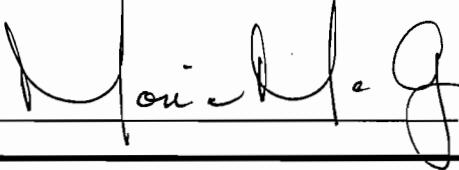
State of California
County of San Mateo

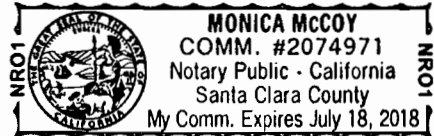
On July 6, 2016 before me, Monica McCoy, Notary Public
(insert name and title of the officer)

personally appeared Philip J. Gund,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Philip J. Gund, CPA, CIRA

POSITION: Senior Managing Director
Ankura Consulting Group, LLC
747 Third Avenue, 35th Floor
New York, NY 10017

EDUCATION AND PROFESSIONAL AFFILIATIONS:

Pace University, Bachelor of Business Administration Public Accounting

Certified Public Accountant, State of New York

Certified Insolvency & Restructuring Advisor

Member of Association of Insolvency & Restructuring Advisors

Member of American Bankruptcy Institute

Member of the Turnaround Management Association

Member of the American Institution of Certified Public Accountants

Member of the New York State Society of Certified Public Accountants

Member of the Board of Directors of the Association of Insolvency and Restructuring Advisors

1995 – 2012

EMPLOYMENT HISTORY:

March 2016 to Present

Senior Managing Director of Ankura Consulting Group, LLC, an expert service firm with a wide range of business advisory services including corporate investigation, data analytics, dispute and litigation support, economic and financial consulting, expert witness, geopolitical advisory, mass dispute resolution, transaction services, trust services and turnaround and restructuring. Within the Turnaround and Restructuring practice area, Ankura provides strategic and practical advice to investors, boards of directors, senior management, and creditor constituencies. Ankura's professionals have worked on complex bankruptcies around the world and have served in crisis management positions including CEO, CRO, CFO as well as director.

January 2001 to March 2016

Senior Managing Director and one of the founding partners of Marotta Gund Budd & Dzera, LLC, a nationally recognized Restructuring and Crisis Management firm providing, among other things, strategic and financial advisory services in troubled situations to boards, management, lenders, creditors, investors and other parties in interest.

August 1990 to January 2001

Principal of Zolfo Cooper, LLC, a nationally recognized Restructuring and Crisis Management firm providing strategic and financial advisory services to troubled companies, specializing in assisting troubled companies and their creditors in and out of bankruptcy court situations.

July 1985 to May 1989

Manager at KPMG LLP, in the Private Business Advisory Services group performing audits on privately held companies.

June 1983 to July 1985

Senior Accountant at Eisner & Lubin, LLP (2011 merged with WithumSmith+Brown, PC), performing audits of public and private companies.

AREAS OF PROFESSIONAL SPECIALIZATION:

- Crisis management
- Developing and evaluating business plans;
- Business viability assessment;
- Due Diligence;
- Evaluating and negotiating restructuring / reorganization plans;
- Cash flow forecasting and cash management;
- Reengineering and overhead reduction programs;
- Claims and preference analyses;
- Litigation support;

- Industry experiences include retail, telecommunications, manufacturing, wholesale distribution, marine transportation, chemical manufacturing and distribution, healthcare, newspaper and magazine publishing, real estate development and construction, entertainment, hospitality and printing.

POSITIONS HELD AT VARIOUS CLIENTS:

- Chief Restructuring Officer of Vivaro Corporation and subsidiaries, an industry leader in the sale pre-paid phone cards.
- Advisor to the Chapter 11 Trustee in Lehr Construction, a major interior construction company in the New York area.
- Director of Lyle Andersen Properties, developer and owner of high end residential golf communities spread across the United States and abroad.
- Advisor to the Senior Lenders in Ahern Rental, a leading provider of high reach equipment rentals in the United States.
- Advisor to Sbarro, one of the largest quick service pizza provider and franchisor.
- Chief Restructuring Officer of Russell Newman, Ins, a privately held wholesaler of women's and children's sleepwear.
- Advisor to the senior lenders of Hilite, a \$460 million international auto parts manufacturer.
- Advisor to the senior lenders for Marc Ecko, a \$400 million international brand, wholesale and retail company.
- Advisor to the senior lenders in Morris Communications, a \$380 million newspaper, radio, magazine and specialty publication company.
- President and Chairman of the Board of Global Document Solutions, a printing and document solution company.
- Interim CEO of Hollywood Tans, a franchisor of tanning salons.
- Interim CFO of Century City Hospital, a specialty surgery medical facility.
- Interim CFO and Restructuring Officer of American Commercial Lines, LLC, one of the largest marine transportation, service and barge construction companies servicing the inland waterways.

- Chief Restructuring Officer of Family Golf, a leading owner operator of golf practice facilities and family entertainment centers.

LIST OF SPEAKING ENGAGEMENTS

“Introduction to Corporate Restructurings” – Guest Lecturer, Duke University Fuqua School Business, Duke University, April 2013 and April 2014

“The Role of a Chief Restructuring Officer” – Presenter, Bank of America Special Assets Group Quarterly Conference, May 2010

Court File No.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF H.B. WHITE CANADA CORP.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF PHILIP J. GUND
SWORN JULY 6, 2016
(INITIAL ORDER AFFIDAVIT)

Cassels Brock & Blackwell LLP

2100 Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2

R. Shayne Kukulowicz LSUC#30729S

Tel: 416.860.6463

Fax: 416.640.3176

skukulowicz@casselsbrock.com

Jane O. Dietrich LSUC# 49302U

Tel: 416.860.5223

Fax: 416.640.3144

jdietrich@casselsbrock.com

Natalie E. Levine LSUC #64908K

Tel: 416.860.6568

Fax: 416.640.3207

nlevine@casselsbrock.com

Lawyers for H.B. White Canada Corp.

TAB 3

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) THURSDAY, THE 7TH
MR. JUSTICE NEWBOULD) DAY OF JULY, 2016

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF H.B. WHITE CANADA CORP.**

(the "**Applicant**")

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Philip J. Gund sworn July 6, 2016 (the "**Gund Affidavit**") and the Exhibits thereto, and the pre-filing report dated July 7, 2016 of Alvarez & Marsal Canada Inc. ("**A&M**") in its capacity as the proposed Monitor of the Applicant, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, A&M, Northland Power Inc., Wells Fargo Bank, National Association ("**Wells Fargo**") and Oaktree Power Opportunities Fund III, L.P. and Oaktree Power Opportunities Fund III (Parallel), L.P. (collectively, "**Oaktree**"), no one appearing for any other person although duly served as appears from the affidavit of service of Leonard Loewith sworn July 7, 2016 and on reading the consent of A&M to act as the Monitor,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system currently in place as described in the Gund Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as defined below)

other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course prior to, on or after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), premiums for surety bonds, maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order,

provided that, to the extent such expenses were incurred prior to the date of this Order, the Applicant shall only be entitled to pay such amounts up to a maximum aggregate amount of \$800,000 if they are determined by the Applicant, in consultation with the Monitor, to be necessary to the continued operation of the Business or preservation of the Property and such payments are approved in advance by the Monitor or by further Order of the Court.

8. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein or in the Definitive Documents (as defined below), the Applicant is hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests,

trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as defined below), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$500,000 in the aggregate; and
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

12. **THIS COURT ORDERS** that the Applicant shall provide each of the relevant landlords with notice of the Applicant’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant’s claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours’ prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any

such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT, PROJECT OWNERS OR THE PROPERTY

14. **THIS COURT ORDERS** that until and including August 6, 2016, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of: (i) the Applicant, (ii) the Monitor, (iii) any owner or tenant of the land relating to a HBW Project (as defined below), (iv) any “owner” (as that term is defined in the *Construction Lien Act*, R.S.O. 1990, C.30, as amended (the “**Ontario CLA**”)) relating to a HBW Project, or (v) any Person that contracted with the Applicant or its affiliates for the Engineering, Procurement and Construction of a HBW Project (each of (iii), (iv) or (v), a “**Project Owner**”), or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, no Proceeding shall be commenced or continued against or in respect of the surety companies (the “**Bonding Companies**” and each a “**Bonding Company**”) providing performance bonds, labour and materials bonds and/or warranty bonds (collectively, the “**Bonds**”) with respect to the HBW Projects (as defined below) including any right, remedy or claim of any Person against the Bonding Companies in connection with any indebtedness, indemnity, liability or obligation of any kind whatsoever of the Bonding Companies under contract, statute or otherwise, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by indemnity, guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution, indemnity or otherwise, with respect to any matter, action, cause or chose in action, whether existing at present or commenced in future, which indebtedness, indemnity, liability or obligation is derivative of the primary liability of the Applicant except with the written

consent of the Applicant or the Bonding Companies as applicable, and the Monitor, or with leave of this Court.

16. **THIS COURT ORDERS** that without limiting the provisions of paragraphs 14 through 15 of this Order, until further order of this Court, during the Stay Period, no Person shall take any steps or action to interfere with the Applicant completing work on any project on which HBW is a contracting party (an “**HBW Project**”) or exercise any rights or remedies, or commence any Proceeding, in connection with any Bonds relating to the HBW Projects.

17. **THIS COURT ORDERS** that nothing in this Order shall affect the ability of a Bonding Company under a Bond to attend on or investigate the applicable HBW Project subject to such Bond, including discussing such projects with the applicable Project Owner or claimant.

18. **THIS COURT ORDERS** that any Project Owner or claimant under any Bond is entitled to provide notice to the Bonding Companies of any claim that it intends to advance and the applicable Bonding Company shall be entitled to make such investigations as it deems appropriate in the ordinary course under the relevant Bond.

19. **THIS COURT ORDERS** that notwithstanding the terms of paragraphs 17 and 18 of this Order, the Applicant, the Bonding Companies, any Project Owner and/or any Person are directed not to settle, admit, set-off, or pay any Bond claims or other claims relating to any HBW Project without the consent of the Monitor or further Order of this Court.

20. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, partnership, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicant, the Monitor, any Project Owner relating to a HBW Project, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on or (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA.

CONSTRUCTION LIENS

21. **THIS COURT ORDERS** that, without limiting the generality of this Order, any party asserting a lien right under the Ontario CLA or any similar applicable legislation in any Province of Canada (the “**Provincial Lien Legislation**”) in respect of an HBW Project be and hereby is

stayed and any Person seeking to enforce such a claim shall be required to seek the rights and remedies set out in this Order.

22. **THIS COURT ORDERS** that no Person shall be permitted to preserve or perfect a lien under Provincial Lien Legislation on account of materials or services provided to the Applicant, including, without restricting the generality of the foregoing, (a) registering a Claim for Lien under s. 34(1)(a) of the Ontario CLA with respect to any lands to which the Applicants have supplied services or materials; (b) registering a Certificate of Action under s. 36 of the Ontario CLA with respect to any lands to which the Applicants have supplied services or materials; and (c) serving a Claim for Lien under s. 34(1)(b) of the Ontario CLA or delivering a Notice of Lien under s. 24(2) of the Ontario CLA, with respect to any HBW Projects except as permitted under this Order.

23. **THIS COURT ORDERS** that any Person who wishes to assert a claim pursuant to the Provincial Lien Legislation after July 7, 2016 (the “**Filing Date**”) in respect of an HBW Project, whether in respect of materials and/or services supplied before or after the Filing Date, shall serve a notice on the Monitor, attention Al Hutchens (ahutchens@alvarezandmarsal.com) with a copy to L. Joseph Latham, counsel to the Monitor (jlatham@goodmans.ca) and with a copy to HBW, c/o Cassels Brock & Blackwell LLP, attention Jane Dietrich (jdietrich@casselsbrock.com), within the timeframes proscribed by the applicable construction lien legislation in order to preserve and perfect their lien claim for that project.

NO INTERFERENCE WITH RIGHTS

24. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

25. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods

or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

26. **THIS COURT ORDERS** that, with respect to any policy of insurance and corresponding reinsurance policy applicable to the Applicant or directors and officers of the Applicant to which another member of the IEA Group (being Infrastructure and Energy Alternatives, LLC and its subsidiaries) is a party, the non-Applicant members of the IEA Group shall take all steps necessary to comply with the provisions of such policy, including with respect to providing written notice of any claim involving the Applicant (including the Business or the Property) or directors or officers of the Applicant, as applicable (an “**IEA Occurrence**”) and any other provision of such policies to enable the Applicant or the directors or officers of the Applicant, as applicable, to make claims and receive payment in respect of such claims; and the Applicant or directors or officers of the Applicant, as applicable, shall be entitled to receive any payments made pursuant to any such policy arising from an IEA Occurrence.

NON-DEROGATION OF RIGHTS

27. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

28. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant, including any person, employee or agent of the Applicant (collectively, the “**Directors or Officers**”) with respect to any claim against the Directors or Officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the Directors or Officers are alleged under any law to be

liable in their capacity as Directors or Officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

29. **THIS COURT ORDERS** that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors and officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

30. **THIS COURT ORDERS** that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$500,000, as security for the indemnity provided in paragraph 29 of this Order. The Directors' Charge shall have the priority set out in paragraphs 56 and 58 herein.

31. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 29 of this Order.

APPROVAL OF CRO ENGAGEMENT

32. **THIS COURT ORDERS** that the agreement dated as of June 1, 2016 pursuant to which the Applicant has engaged Ankura Consulting Group, LLC to act as Chief Restructuring Organization (the "**CRO**") through the services of Philip J. Gund and B. Lee Fletcher, a copy of which is attached as **Exhibit "L"** to the Gund Affidavit (the "**CRO Engagement Letter**"), and the appointment of the CRO pursuant to the terms thereof is hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereby.

33. **THIS COURT ORDERS** that, subject to the provisions of the CCAA, this Order and any subsequent Orders of this Court, the CRO is authorized to exercise and perform the powers, responsibilities and duties as described in the CRO Engagement Letter, together with such

other powers, responsibilities and duties as may be agreed upon by the CRO and approved by this Court (collectively, the “**CRO Powers**”), including, without limitation, the power to:

- (a) take such actions and steps, and execute such documents and writings as required to cause or permit the Applicant to do all things authorized, directed and permitted pursuant to the CCAA, the terms of this Order, and any subsequent Orders of this Court, subject to the terms of those Orders;
- (b) subject to the terms of this Order, realize and dispose of the Property of the Applicant on behalf of the Applicant, including, without limitation, to negotiate and enter into agreements on behalf of the Applicant with respect to the sale or other disposition of all or any part of the Property;
- (c) execute such documents as may be necessary, for and on behalf of the Applicant;
- (d) apply for and obtain any vesting or other orders which may be necessary or appropriate, in the opinion of the CRO, in consultation with the Monitor, in order to convey any Property to a purchaser or purchasers thereof, or to comply with any agreement entered into by the Applicant in relation to the conveyance of any such Property;
- (e) take such steps as in the opinion of the CRO are necessary or appropriate to maintain control over all receipts and disbursements of the Applicant, including, without limiting the generality of the foregoing, taking such steps as are necessary or desirable to control and use all bank accounts of the Applicant;
- (f) represent the Applicant in any negotiations with any other party;
- (g) communicate with and provide information to the Monitor, and the DIP Lender (as defined below), and their advisors, regarding the Business and affairs of the Applicant;
- (h) assist the Monitor as requested by the Monitor in connection with the powers given to the Monitor; and
- (i) take all such steps and actions, enter into and execute all such agreements and documents and incur such expenses and obligations necessary or incidental to the exercise of the CRO Powers on behalf of the Applicant, as are reasonably required

to carry out the provisions of this Order, including in the name of and on behalf of the Applicant, as applicable,

provided that, in each case such actions, agreements, expenses and obligations shall be construed to be those of the Applicant and not of the CRO personally.

34. **THIS COURT ORDERS** that the CRO shall not be or be deemed to be a director, officer or employee of the Applicant.

35. **THIS COURT ORDERS** that the CRO shall not, as a result of the performance of its obligations and duties in accordance with the terms of the CRO Engagement Letter, be deemed to be in Possession (as defined below) of any of the Property within the meaning of any Environmental Legislation (as defined below); provided, however, if the CRO is nevertheless later found to be in Possession of any Property, then the CRO, as the case may be, shall be deemed to be a Person who has been lawfully appointed to take, or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the *Bankruptcy and Insolvency Act* of Canada (the “**BIA**”) and shall be entitled to the benefits and protections in relation to the Applicant and such Property as provided by section 14.06(2) of the BIA to a “trustee” in relation to an insolvent Person and its property.

36. **THIS COURT ORDERS** that nothing in this order shall be construed as resulting in the CRO being an employer, successor employer, responsible person or operator within the meaning of any statute, regulation or rule of law, or equity for any purpose whatsoever.

37. **THIS COURT ORDERS** that the CRO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO, provided further that in no event shall the liability of the CRO exceed the quantum of the fees paid to the CRO.

38. **THIS COURT ORDERS** that no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the CRO, and all rights and remedies of any Person against or in respect of the CRO are hereby stayed and suspended, except with the written consent of the CRO or with leave of this Court on notice to the Applicant, the Monitor, and the CRO. Notice of any such motion seeking leave of this Court shall be served upon the Applicant, the Monitor, and the CRO at least ten (10) days prior to the return date of any such motion for leave.

39. **THIS COURT ORDERS** that the obligations of the Applicant to the CRO pursuant to the CRO Engagement Letter shall be treated as unaffected and may not be compromised in any Plan or proposal filed under the BIA in respect of the Applicant.

40. **THIS COURT ORDERS** that (i) any indemnification obligations of the Applicant in favour of the CRO and (ii) payment obligations of the Applicant to the CRO shall be entitled to the benefit of and shall form part of the Administration Charge (as defined below) set out herein.

APPOINTMENT OF MONITOR

41. **THIS COURT ORDERS** that A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Business and financial affairs of the Applicant with the powers and obligations set out in the CCAA and as set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order and all subsequent Orders, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

42. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender and its counsel on a periodic basis of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis;
- (e) advise the Applicant in its development of the Plan and any amendments to the Plan;

- (f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's Business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other Persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (i) perform such other duties as are required by this Order or by this Court from time to time.

43. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

44. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

45. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicant and the DIP Lender with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

46. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA and as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

47. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges by the Applicant as part of the costs of these proceedings, subject to any assessments of the Court. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a monthly basis and, in addition, the retainers paid to the Monitor, the Monitor's counsel and the Applicant's counsel are hereby approved.

48. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

49. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, the CRO and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1,000,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 56 and 58 of this Order.

DIP FINANCING

50. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Infrastructure and Energy Alternatives, LLC (the “**DIP Lender**”) in order to finance the Applicant’s working capital requirements, restructuring costs and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed US\$5,000,000 unless permitted by further Order of this Court.

51. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated as of June 29, 2016 (the “**Commitment Letter**”), filed.

52. **THIS COURT ORDERS** that the Applicant or the CRO on behalf of the Applicant, as the case may be, is hereby authorized and empowered to execute and deliver such amended and restated commitment letters, loan or credit agreements, mortgages, charges, hypothecs and security documents, guarantees, and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP 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.

53. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property, which DIP Lender’s Charge shall not secure an obligation that exists before this Order is made. The DIP Lender’s Charge shall have the priority set out in paragraphs 56 and 58 of this Order.

54. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender’s Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Commitment Letter or the Definitive Documents, as applicable, or the DIP Lender’s Charge, the DIP Lender may cease making advances to the Applicant and set off and/or consolidate any

amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender, and the DIP Lender, upon seven (7) days notice to the Applicant and the Monitor, may exercise any and all of its other rights and remedies against the Applicant or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, 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 the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

55. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the BIA, with respect to any advances made under the Commitment Letter or the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

56. **THIS COURT ORDERS** that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$1,000,000);

Second – DIP Lender's Charge; and

Third – Directors' Charge (to the maximum amount of \$500,000).

57. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge, the DIP Lender's Charge, or Directors' Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record, or perfect.

58. **THIS COURT ORDERS** that the Administration Charge (as constituted and defined herein) shall constitute a charge on the Property and such Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), having notice of this application, including the existing Encumbrances of Wells Fargo and Oaktree. Each of the Directors' Charge and the DIP Lender's Charge (each as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other Encumbrances, in favour of any Person, other than the Administration Charge, the existing security interests of Wells Fargo and Oaktree, any existing Encumbrances that have been perfected by registrations pursuant to the applicable provincial *Personal Property Security Act* prior to the date of this Order, and any Person with a valid and, if applicable, perfected construction lien claims pursuant to the applicable Provincial Lien Legislation to the extent of any holdback amounts.

59. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Administration Charge, the DIP Lender's Charge or the Directors' Charge, unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender, Wells Fargo, Oaktree and the beneficiaries of the Administration Charge and the Directors' Charge, or further Order of this Court.

60. **THIS COURT ORDERS** that the Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the Commitment Letter, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicant pursuant to this Order, the Commitment Letter or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

61. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

SERVICE AND NOTICE

62. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in the *Daily Commercial News* and *The Globe and Mail* (National Edition), a notice containing the information prescribed under the CCAA and (ii) within five days after the date of this Order: (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1,000 (other than individual employees or former employees), and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

63. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**E-Service Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the E-Service Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of

Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the E-Service Protocol, service of documents in accordance with the E-Service Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the E-Service Protocol with the following URL '<www.alvarezandmarsal.com/hbwhite>' (the "**Case Website**").

64. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the E-Service Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

65. **THIS COURT ORDERS** that the Applicant, the Monitor and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicant's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulation, Reg. 81000-2-175 (SOR/DORS).

66. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the Case Website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

GENERAL

67. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

68. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver, and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

69. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

70. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory, or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Applicant is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including, with the consent of the Applicant, acting as the foreign representative of the Applicant to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended, and to act as foreign representative in respect of any such proceedings and any ancillary relief in respect thereto.

71. **THIS COURT ORDERS** that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

72. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

Court File No.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF H.B. WHITE CANADA CORP.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

INITIAL ORDER

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Lawyers for H. B. White Canada Corp.

TAB 4

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE _____)
)
MR. JUSTICE _____NEWBOULD) DAY OF ~~MONTH~~JULY, 20~~YR~~2016

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF [APPLICANT'S NAME] H.B. WHITE
CANADA CORP.**

(the "Applicant")

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of [NAME] Philip J. Gund sworn [DATE] July 6, 2016 (the "**Gund Affidavit**") and the Exhibits thereto, and the pre-filing report dated July 7, 2016 of Alvarez & Marsal Canada Inc. ("**A&M**") in its capacity as the proposed Monitor of the Applicant, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for [NAMES], ~~no one appearing for [NAME]~~[†] the Applicant, A&M, Northland Power Inc., Wells Fargo Bank, National Association ("**Wells Fargo**") and Oaktree Power Opportunities Fund III, L.P. and Oaktree Power Opportunities Fund III (Parallel), L.P. (collectively, "**Oaktree**"), ~~no one appearing for any other~~

[†] Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).

person although duly served as appears from the affidavit of service of ~~[NAME]~~ Leonard Loewith sworn ~~[DATE]~~ July 7, 2016 and on reading the consent of ~~[MONITOR'S NAME]~~ A&M to act as the Monitor,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated² so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

² ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

5. **{ THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system³ currently in place as described in the Gund Affidavit ~~of [NAME] sworn [DATE]~~ or replace it with another substantially similar central cash management system (the **"Cash Management System"**) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as ~~hereinafter~~ defined below) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System. }

6. **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course prior to, on or after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

³ ~~This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross border and inter company transfers of cash.~~

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), premiums for surety bonds, maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

provided that, to the extent such expenses were incurred prior to the date of this Order, the Applicant shall only be entitled to pay such amounts up to a maximum aggregate amount of \$800,000 if they are determined by the Applicant, in consultation with the Monitor, to be necessary to the continued operation of the Business or preservation of the Property and such payments are approved in advance by the Monitor or by further Order of the Court.

8. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, ~~(iii) Quebec Pension Plan,~~ and ~~(iv) income taxes;~~
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed ~~for resiliated~~⁴ in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein or in the Definitive Documents (as defined below), the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as ~~hereinafter~~ defined below), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, ~~and~~ to dispose of redundant or non-material assets not exceeding \$•100,000 in any one transaction or \$•500,000 in the aggregate~~;~~⁵ and
- (b) ~~terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate;~~ ~~and~~

⁴~~The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

⁵~~Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.~~

~~(c) —pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,~~

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "Restructuring").

12. **THIS COURT ORDERS** that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims ~~for or resiliates~~ the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer ~~for or resiliation~~ of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer ~~for or resiliation~~ is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer ~~for or resiliation~~, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer ~~for or resiliation~~, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT, PROJECT OWNERS OR THE PROPERTY

14. **THIS COURT ORDERS** that until and including ~~[DATE — MAX. 30 DAYS]~~, August 6, 2016, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of: (i) the Applicant ~~or the Monitor~~, (ii) the Monitor, (iii) any owner

or tenant of the land relating to a HBW Project (as defined below), (iv) any “owner” (as that term is defined in the *Construction Lien Act*, R.S.O. 1990, C.30, as amended (the “**Ontario CLA**”)) relating to a HBW Project, or (v) any Person that contracted with the Applicant or its affiliates for the Engineering, Procurement and Construction of a HBW Project (each of (iii), (iv) or (v), a “**Project Owner**”), or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, no Proceeding shall be commenced or continued against or in respect of the surety companies (the “**Bonding Companies**” and each a “**Bonding Company**”) providing performance bonds, labour and materials bonds and/or warranty bonds (collectively, the “**Bonds**”) with respect to the HBW Projects (as defined below) including any right, remedy or claim of any Person against the Bonding Companies in connection with any indebtedness, indemnity, liability or obligation of any kind whatsoever of the Bonding Companies under contract, statute or otherwise, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by indemnity, guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution, indemnity or otherwise, with respect to any matter, action, cause or chose in action, whether existing at present or commenced in future, which indebtedness, indemnity, liability or obligation is derivative of the primary liability of the Applicant except with the written consent of the Applicant or the Bonding Companies as applicable, and the Monitor, or with leave of this Court.

16. **THIS COURT ORDERS** that without limiting the provisions of paragraphs 14 through 15 of this Order, until further order of this Court, during the Stay Period, no Person shall take any steps or action to interfere with the Applicant completing work on any project on which HBW is a contracting party (an “**HBW Project**”) or exercise any rights or remedies, or commence any Proceeding, in connection with any Bonds relating to the HBW Projects.

17. **THIS COURT ORDERS** that nothing in this Order shall affect the ability of a Bonding Company under a Bond to attend on or investigate the applicable HBW Project subject to such Bond, including discussing such projects with the applicable Project Owner or claimant.

18. THIS COURT ORDERS that any Project Owner or claimant under any Bond is entitled to provide notice to the Bonding Companies of any claim that it intends to advance and the applicable Bonding Company shall be entitled to make such investigations as it deems appropriate in the ordinary course under the relevant Bond.

19. THIS COURT ORDERS that notwithstanding the terms of paragraphs 17 and 18 of this Order, the Applicant, the Bonding Companies, any Project Owner and/or any Person are directed not to settle, admit, set-off, or pay any Bond claims or other claims relating to any HBW Project without the consent of the Monitor or further Order of this Court.

20. ~~15.~~ THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, partnership, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicant ~~or~~ the Monitor, any Project Owner relating to a HBW Project, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, or (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, ~~(iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.~~

CONSTRUCTION LIENS

21. THIS COURT ORDERS that, without limiting the generality of this Order, any party asserting a lien right under the Ontario CLA or any similar applicable legislation in any Province of Canada (the "Provincial Lien Legislation") in respect of an HBW Project be and hereby is stayed and any Person seeking to enforce such a claim shall be required to seek the rights and remedies set out in this Order.

22. THIS COURT ORDERS that no Person shall be permitted to preserve or perfect a lien under Provincial Lien Legislation on account of materials or services provided to the Applicant, including, without restricting the generality of the foregoing, (a) registering a Claim for Lien under s. 34(1)(a) of the Ontario CLA with respect to any lands to which the Applicants have supplied services or materials; (b) registering a Certificate of Action under s. 36 of the Ontario CLA with respect to any lands to which the Applicants have supplied services or materials; and (c) serving a

Claim for Lien under s. 34(1)(b) of the Ontario CLA or delivering a Notice of Lien under s. 24(2) of the Ontario CLA, with respect to any HBW Projects except as permitted under this Order.

23. THIS COURT ORDERS that any Person who wishes to assert a claim pursuant to the Provincial Lien Legislation after July 7, 2016 (the "Filing Date") in respect of an HBW Project, whether in respect of materials and/or services supplied before or after the Filing Date, shall serve a notice on the Monitor, attention Al Hutchens (ahutchens@alvarezandmarsal.com) with a copy to L. Joseph Latham, counsel to the Monitor (jlatham@goodmans.ca) and with a copy to HBW, c/o Cassels Brock & Blackwell LLP, attention Jane Dietrich (jdietrich@casselsbrock.com), within the timeframes proscribed by the applicable construction lien legislation in order to preserve and perfect their lien claim for that project.

NO INTERFERENCE WITH RIGHTS

24. ~~16.~~ **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

25. ~~17.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

26. THIS COURT ORDERS that, with respect to any policy of insurance and corresponding reinsurance policy applicable to the Applicant or directors and officers of the Applicant to which another member of the IEA Group (being Infrastructure and Energy Alternatives, LLC and its

subsidiaries) is a party, the non-Applicant members of the IEA Group shall take all steps necessary to comply with the provisions of such policy, including with respect to providing written notice of any claim involving the Applicant (including the Business or the Property) or directors or officers of the Applicant, as applicable (an "IEA Occurrence") and any other provision of such policies to enable the Applicant or the directors or officers of the Applicant, as applicable, to make claims and receive payment in respect of such claims; and the Applicant or directors or officers of the Applicant, as applicable, shall be entitled to receive any payments made pursuant to any such policy arising from an IEA Occurrence.

NON-DEROGATION OF RIGHTS

27. ~~18.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.⁶

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

28. ~~19.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant, including any person, employee or agent of the Applicant (collectively, the "Directors or Officers") with respect to any claim against the ~~directors~~Directors or ~~officers~~Officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the ~~directors~~Directors or ~~officers~~Officers are alleged under any law to be liable in their capacity as ~~directors~~Directors or ~~officers~~Officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

⁶ ~~This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

29. ~~20.~~ **THIS COURT ORDERS** that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors ~~or~~and officers of the Applicant after the commencement of the within proceedings,⁷ except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

30. ~~21.~~ **THIS COURT ORDERS** that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge")⁸ on the Property, which charge shall not exceed an aggregate amount of \$~~500,000.~~500,000. as security for the indemnity provided in paragraph ~~20~~29 of this Order. The Directors' Charge shall have the priority set out in paragraphs ~~38~~56 and ~~40~~58 herein.

31. ~~22.~~ **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~20~~29 of this Order.

APPROVAL OF CRO ENGAGEMENT

32. **THIS COURT ORDERS** that the agreement dated as of June 1, 2016 pursuant to which the Applicant has engaged Ankura Consulting Group, LLC to act as Chief Restructuring Organization (the "CRO") through the services of Philip J. Gund and B. Lee Fletcher, a copy of which is attached as **Exhibit "L"** to the Gund Affidavit (the "CRO Engagement Letter"), and the

⁷ ~~The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.~~

⁸ ~~Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

appointment of the CRO pursuant to the terms thereof is hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereby.

33. **THIS COURT ORDERS** that, subject to the provisions of the CCAA, this Order and any subsequent Orders of this Court, the CRO is authorized to exercise and perform the powers, responsibilities and duties as described in the CRO Engagement Letter, together with such other powers, responsibilities and duties as may be agreed upon by the CRO and approved by this Court (collectively, the “CRO Powers”), including, without limitation, the power to:

- (a) take such actions and steps, and execute such documents and writings as required to cause or permit the Applicant to do all things authorized, directed and permitted pursuant to the CCAA, the terms of this Order, and any subsequent Orders of this Court, subject to the terms of those Orders;
- (b) subject the terms of this Order, realize and dispose of the Property of the Applicant on behalf of the Applicant, including, without limitation, to negotiate and enter into agreements on behalf of the Applicant with respect to the sale or other disposition of all or any part of the Property;
- (c) execute such documents as may be necessary, for and on behalf of the Applicant;
- (d) apply for and obtain any vesting or other orders which may be necessary or appropriate, in the opinion of the CRO, in consultation with the Monitor, in order to convey any Property to a purchaser or purchasers thereof, or to comply with any agreement entered into by the Applicant in relation to the conveyance of any such Property;
- (e) take such steps as in the opinion of the CRO are necessary or appropriate to maintain control over all receipts and disbursements of the Applicant, including, without limiting the generality of the foregoing, taking such steps as are necessary or desirable to control and use all bank accounts of the Applicant;
- (f) represent the Applicant in any negotiations with any other party;
- (g) communicate with and provide information to the Monitor, and the DIP Lender (as defined below), and their advisors, regarding the Business and affairs of the Applicant;

(h) assist the Monitor as requested by the Monitor in connection with the powers given to the Monitor; and

(i) take all such steps and actions, enter into and execute all such agreements and documents and incur such expenses and obligations necessary or incidental to the exercise of the CRO Powers on behalf of the Applicant, as are reasonably required to carry out the provisions of this Order, including in the name of and on behalf of the Applicant, as applicable.

provided that, in each case such actions, agreements, expenses and obligations shall be construed to be those of the Applicant and not of the CRO personally.

34. THIS COURT ORDERS that the CRO shall not be or be deemed to be a director, officer or employee of the Applicant.

35. THIS COURT ORDERS that the CRO shall not, as a result of the performance of its obligations and duties in accordance with the terms of the CRO Engagement Letter, be deemed to be in Possession (as defined below) of any of the Property within the meaning of any Environmental Legislation (as defined below); provided, however, if the CRO is nevertheless later found to be in Possession of any Property, then the CRO, as the case may be, shall be deemed to be a Person who has been lawfully appointed to take, or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the *Bankruptcy and Insolvency Act of Canada* (the "BIA") and shall be entitled to the benefits and protections in relation to the Applicant and such Property as provided by section 14.06(2) of the BIA to a "trustee" in relation to an insolvent Person and its property.

36. THIS COURT ORDERS that nothing in this order shall be construed as resulting in the CRO being an employer, successor employer, responsible person or operator within the meaning of any statute, regulation or rule of law, or equity for any purpose whatsoever.

37. THIS COURT ORDERS that the CRO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO, provided further that in no event shall the liability of the CRO exceed the quantum of the fees paid to the CRO.

38. THIS COURT ORDERS that no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the CRO, and all

rights and remedies of any Person against or in respect of the CRO are hereby stayed and suspended, except with the written consent of the CRO or with leave of this Court on notice to the Applicant, the Monitor, and the CRO. Notice of any such motion seeking leave of this Court shall be served upon the Applicant, the Monitor, and the CRO at least ten (10) days prior to the return date of any such motion for leave.

39. THIS COURT ORDERS that the obligations of the Applicant to the CRO pursuant to the CRO Engagement Letter shall be treated as unaffected and may not be compromised in any Plan or proposal filed under the BIA in respect of the Applicant.

40. THIS COURT ORDERS that (i) any indemnification obligations of the Applicant in favour of the CRO and (ii) payment obligations of the Applicant to the CRO shall be entitled to the benefit of and shall form part of the Administration Charge (as defined below) set out herein.

APPOINTMENT OF MONITOR

41. ~~23.~~ **THIS COURT ORDERS** that ~~[MONITOR'S NAME]~~A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the ~~business~~Business and financial affairs of the Applicant with the powers and obligations set out in the CCAA ~~or~~and as set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order and all subsequent Orders, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

42. ~~24.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender and its counsel on a ~~[TIME INTERVAL]~~periodic basis of financial and other information as agreed to between the Applicant and the DIP Lender which may

be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;

- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, ~~but not less than [TIME INTERVAL], or as otherwise agreed to by the DIP Lender;~~
- (e) advise the Applicant in its development of the Plan and any amendments to the Plan;
- (f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's ~~business~~Business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other ~~persons~~Persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (i) perform such other duties as are required by this Order or by this Court from time to time.

43. ~~25.~~ **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

44. ~~26.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian*

Environmental Protection Act, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

45. ~~27.~~ **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicant and the DIP Lender with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

46. ~~28.~~ **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA ~~or~~ and as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

47. ~~29.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings, subject to any assessments of the Court. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a ~~[TIME INTERVAL]~~ monthly basis and, in addition, the ~~Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers in the amount[s] of \$●[-, respectively,] to be held by them as security for payment of their respective fees and disbursements outstanding from time to time~~ paid to the Monitor, the Monitor's counsel and the Applicant's counsel are hereby approved.

48. ~~30.~~ **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

49. ~~31.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, ~~if any,~~ the CRO and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the **"Administration Charge"**) on the Property, which charge shall not exceed an aggregate amount of \$ ~~1,000,000.~~ 1,000,000. as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~{38}~~56 and ~~{40} hereof~~58 of this Order.

DIP FINANCING

50. ~~32.~~ **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from ~~{DIP LENDER'S NAME}~~ (the **"Infrastructure and Energy Alternatives, LLC (the "DIP Lender"")**) in order to finance the Applicant's working capital requirements, restructuring costs and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$ ~~US\$5,000,000~~ US\$5,000,000 unless permitted by further Order of this Court.

51. ~~33.~~ **THIS COURT ORDERS** ~~THAT~~that such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated as of ~~{DATE}~~June 29, 2016 (the **"Commitment Letter"**), filed.

52. ~~34.~~ **THIS COURT ORDERS** that the Applicant or the CRO on behalf of the Applicant, as the case may be, is hereby authorized and empowered to execute and deliver such amended and restated commitment letters, loan or credit agreements, mortgages, charges, hypothecs and security documents, guarantees, and other definitive documents (collectively, the **"Definitive Documents"**), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP 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.

53. ~~35.~~ **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs ~~{38}~~56 and ~~{40}~~ ~~hereof~~ 58 of this Order.

54. ~~36.~~ **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Commitment Letter or the Definitive Documents, as applicable, or the DIP Lender's Charge, the DIP Lender, ~~upon~~ may cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender, and the DIP Lender, upon seven (7) days notice to the Applicant and the Monitor, may exercise any and all of its other rights and remedies against the Applicant or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP 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 the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

55. ~~37.~~ **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the ~~Bankruptcy and Insolvency Act of Canada (the "BIA")~~ BIA, with respect to any advances made under the Commitment Letter or the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

56. ~~38.~~ **THIS COURT ORDERS** that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows⁹:

First – Administration Charge (to the maximum amount of \$●1,000,000);

Second – DIP Lender's Charge; and

Third – Directors' Charge (to the maximum amount of \$●500,000).

57. ~~39.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the ~~Directors' Charge, the Administration Charge or~~ the DIP Lender's Charge or Directors' Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record, or perfect.

58. ~~40.~~ **THIS COURT ORDERS** that ~~each of the Directors' Charge, the Administration Charge and the DIP Lender's~~ Charge (all as constituted and defined herein) shall constitute a charge on the Property and such ~~Charges~~ Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") ~~in favour of any Person~~ "Encumbrances", having notice of this application, including the existing Encumbrances of Wells Fargo and Oaktree. Each of the Directors' Charge and the DIP Lender's Charge (each as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other Encumbrances, in favour of any Person, other than the Administration Charge, the existing security interests of Wells Fargo and Oaktree, any existing Encumbrances that have been perfected by registrations pursuant to the applicable provincial Personal Property Security Act prior to the date of this Order, and any Person with a valid and, if applicable, perfected

⁹ ~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

[construction lien claims pursuant to the applicable Provincial Lien Legislation to the extent of any holdback amounts.](#)

59. ~~41.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of ~~the Directors' Charge~~, the Administration Charge ~~or~~, the DIP Lender's [Charge or the Directors' Charge](#), unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender, [Wells Fargo, Oaktree](#) and the beneficiaries of the ~~Directors' Administration~~ Charge and the ~~Administration~~ [Directors'](#) Charge, or further Order of this Court.

60. ~~42.~~ **THIS COURT ORDERS** that the Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargess") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the Commitment Letter, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

- (c) the payments made by the Applicant pursuant to this Order, the Commitment Letter or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

61. ~~43.~~ **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

SERVICE AND NOTICE

62. ~~44.~~ **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~ the Daily Commercial News and The Globe and Mail (National Edition), a notice containing the information prescribed under the CCAA, ~~and~~ (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$~~1000,~~1,000 (other than individual employees or former employees), and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

63. ~~45.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "E-Service Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the E-Service Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the E-Service Protocol, service of documents in accordance with the E-Service Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the E-Service Protocol with the following URL '<~~@~~>www.alvarezandmarsal.com/hbwhite>' (the "Case Website").

64. ~~46.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the E-Service Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal

delivery or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

65. THIS COURT ORDERS that the Applicant, the Monitor and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicant's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulation, Reg. 81000-2-175 (SOR/DORS).

66. THIS COURT ORDERS that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "Service List"). The Monitor shall post the Service List, as may be updated from time to time, on the Case Website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

GENERAL

67. ~~47.~~ **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

68. ~~48.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver, and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

69. ~~49.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this

Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

70. ~~50.~~ **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory, or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the ~~Monitor~~Applicant is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including, with the consent of the Applicant, acting as the foreign representative of the Applicant to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as amended, and to act as foreign representative in respect of any such proceedings and any ancillary relief in respect thereto.

71. ~~51.~~ **THIS COURT ORDERS** that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

72. ~~52.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

TAB 5

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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


AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF H.B. WHITE CANADA CORP.

CONSENT TO ACT AS MONITOR

ALVAREZ & MARSAL CANADA INC. hereby consents to act as the Monitor under the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended, in respect of these proceedings.

DATED at TORONTO, ONTARIO this 6th day of JULY, 2016.

ALVAREZ & MARSAL CANADA INC.

By: 
Name: Alan J. Hutchens
Title: Managing Director

Court File No.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF H.B. WHITE CANADA CORP.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

APPLICATION RECORD

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