

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")

ORDER  
(Claims Procedure)

**THIS MOTION** made by H.B. White Canada Corp. (the "**Applicant**" or "**HBW**") for an Order (the "**Claims Procedure Order**") establishing a claims procedure for the identification and quantification of certain claims against the Applicant, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the within Notice of Motion, the Affidavit of Philip J. Gund sworn July 6, 2016, including the exhibits thereto and the Pre-filing Report of Alvarez & Marsal Canada Inc., in its capacity as proposed Monitor (the "**Monitor**"), dated July 6, 2016 (the "**Pre-filing Report**"), and upon hearing the submissions of counsel for the Applicant and the Monitor and such other interested parties as were present, no one else appearing although duly served as appears from the affidavit of service of Leonard Loewith sworn July 6, 2016,

**SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record be and is hereby abridged and validated such that this Motion is properly returnable today.

## DEFINITIONS

2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Initial Order in these proceedings dated July 7, 2016 as further amended, restated, supplemented and/or modified from time to time (the "**Initial Order**").

3. For the purposes of this Order the following terms shall have the following meanings:

- (a) "**Assessments**" means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
- (b) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (c) "**CCAA Proceedings**" means these CCAA proceedings commenced by HBW in the Court under Court File No. *CV16-11452-00CL*;
- (d) "**Charges**" has the meaning ascribed to that term in the Initial Order;
- (e) "**Claim**" means:
  - (i) any right or claim, including any Tax Claim, Construction Lien Claim or Trust Claim, of any Person that may be asserted or made in whole or in part against the Applicant, in any capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever of the Applicant, and any interest accrued thereon or costs payable in respect thereof, in existence on the Filing Date, or which is based on an event, fact, act or omission which occurred in whole or in part prior to the

Filing Date, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any claim arising from or caused by the termination, disclaimer, rescission, assignment or repudiation by the Applicant of any contract, lease or other agreement, whether written or oral, any claim made or asserted against the Applicant through any affiliate, subsidiary, associated or related person, or any right or ability of any Person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including any class action or proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, and including any other claims that would have been claims provable in bankruptcy had the Applicant become bankrupt on the Filing Date, any Equity Claim, and any claim against the Applicant for indemnification by any Director or Officer in respect of a Director/Officer Claim (each, a **"Pre-filing Claim"**, and collectively, the **"Pre-filing Claims"**);

- (ii) any right or claim of any Person against the Applicant in connection with any indebtedness, liability or obligation of any kind

whatsoever owed by the Applicant to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach by the Applicant on or after the Filing Date of any contract, lease, warranty obligation or other agreement whether written or oral (each, a **"Restructuring Period Claim"**, and collectively, the **"Restructuring Period Claims"**); and

- (iii) any right or claim of any Person against one or more of the Directors or Officers howsoever arising, 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 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 or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, including any right of contribution or indemnity, for which any Director or Officer is alleged to be by statute or otherwise by law liable to pay in his or her capacity as a Director or Officer (each a **"Director/Officer Claim"**, and collectively, the **"Director/Officer Claims"**);

provided however that in any case "Claim" shall not include an Excluded Claim, but for greater certainty, shall include any Claim arising through subrogation against any HBW Director or Officer;

- (f) **"Claimant"** means a Person asserting a Pre-filing Claim (including a Construction Lien Claim) or a Restructuring Period Claim against the Applicant, or a Person asserting a Director/Officer Claim against any of the Directors or Officers of HBW;
- (g) **"Claims Bar Date"** means 5:00 p.m. on August 22, 2016;

- (h) **"Claims Officer"** means the individuals designated by the Court pursuant to paragraph 36 of this Order;
- (i) **"Claims Package"** means the document package which shall be disseminated by the Monitor to any potential Claimant in accordance with the terms of this Claims Procedure Order and shall consist of a copy of this Claims Procedure Order (without schedules) and such other materials as the Monitor, in consultation with the Applicant, may consider appropriate;
- (j) **"Claims Process"** means the procedures outlined in this Claims Procedure Order in connection with the assertion of Claims against HBW and/or the Directors and Officers;
- (k) **"Construction Lien Claim"** means a Claim that the Claimant asserts is secured in whole or part by a construction lien pursuant to applicable Provincial Lien Legislation in respect of a Project;
- (l) **"Construction Lien Claim Dispute Notice"** means a notice substantially in the form attached to this Order as Schedule "I";
- (m) **"Construction Lien Claim Schedule"** means a schedule substantially in the form set out on Schedule "J" identifying the following information for all Construction Lien Claims asserted against a particular Project: (i) the name of all Claimants asserting Construction Lien Claims in respect of the Project; (ii) the amount asserted by each Claimant; (iii) the steps taken pursuant to applicable Provincial Lien Legislation to perfect or preserve any asserted liens; and (iv) the Monitor's determination as to the validity of the amount of the Claim and the lien asserted (the **"Initial Determination"**);
- (n) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (o) **"Director"** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or de

facto director of HBW, in such capacity including any Person who has or is deemed to have effective control of HBW or its activities;

- (p) **"Director/Officer Claim Instruction Letter"** means the letter containing instructions for completing the Director/Officer Proof of Claim form, substantially in the form attached as Schedule "A" hereto;
- (q) **"Director/Officer Proof of Claim"** means the proof of claim referred to herein to be filed by Claimants with respect to Director/Officer Claims substantially in the form attached hereto as Schedule "B", which shall include all supporting documentation in respect of such Claim;
- (r) **"Disputed Claim"** means a Claim for which a dispute has been filed in accordance with this order including a dispute regarding security, quantum, validity or any aspect of the Claim;
- (s) **"Employees"** means all employees of HBW as at the Filing Date and **"Employee"** means any one of them, in such capacity. For the avoidance of doubt, Employee does not include individuals whose employment was terminated for any reason, without regard to any period of notice, prior to the Filing Date;
- (t) **"Employee Letter"** means the letter to be disseminated by the Monitor, in consultation with HBW, to all Employees advising as to their rights and obligations in connection with this Claims Process, which letter shall be substantially in the form attached hereto as Schedule "H";
- (u) **"Employee Claims"** means claims of Employees for wages, salaries, commissions or compensation for services whether rendered before or after the Filing Date;
- (v) **"Equity Claim"** has the meaning set forth in section 2(1) of the CCAA;
- (w) **"Excluded Claim"** means any:
  - (i) claims secured by any of the Charges including the DIP Charge;

- (ii) Secured Claims of Wells Fargo; and
- (iii) Secured Claims of Oaktree;
- (iv) Employee Claims;
- (v) Post-Filing Claims;
- (vi) Intercompany Claims; and
- (vii) Warranty Claims, other than Warranty Claims that are Restructuring Period Claims;
- (x) **"Filing Date"** means July 7, 2016;
- (y) **"Holdback"** means the amounts retained by a Project owner pursuant to applicable Provincial Lien Legislation;
- (z) **"Intercompany Claim"** means any Claim by any company related to HBW;
- (aa) **"Initial Determination"** has the meaning set forth in the definition of Construction Lien Claim Schedule;
- (bb) **"Lienable Amount"** means the maximum amount of a Construction Lien Claim that would be secured against a Holdback if Holdback funds were available to satisfy all Construction Lien Claims on a particular Project;
- (cc) **"Monitor"** means Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Monitor of the Applicant;
- (dd) **"Monitor's Website"** means [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite);
- (ee) **"Notice to Claimants"** means the notice for publication by the Monitor as described in paragraph 15 herein, substantially in the form attached as Schedule "C" hereto;

- (ff) **"Notice of Dispute"** means the Notice of Dispute of Revision or Disallowance form substantially in the form attached as Schedule "D" hereto;
- (gg) **"Notice of Revision or Disallowance"** means the form of notice substantially in the form attached as Schedule "E" hereto;
- (hh) **"Oaktree"** means Oaktree Power Opportunities Fund III, L.P. and Oaktree Power Opportunities Fund III (Parallel), L.P.;
- (ii) **"Officer"** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or de facto officer of HBW, in such capacity;
- (jj) **"Order"** means any order of the Court in the CCAA Proceedings;
- (kk) **"Person"** is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, Government Entity or any agency, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;
- (ll) **"Post-Filing Claim"** means any claims against the Applicant that arose from the provision of authorized goods and services provided or otherwise incurred on or after the Filing Date in the ordinary course of business, but specifically excluding any Restructuring Period Claim;
- (mm) **"Pre-filing Claim"** has the meaning ascribed to that term in the definition of Claim;
- (nn) **"Project"** means any construction project or site where HBW has operated or continues to operate as a contractor or sub-contractor;
- (oo) **"Proof of Claim"** means the proof of claim referred to herein to be filed by Claimants in respect of Pre-filing Claims and Restructuring Period Claims,

substantially in the form attached as Schedule "G" hereto, which shall include all supporting documentation in respect of such Claim;

- (pp) **"Proof of Claim Instruction Letter"** means the letter containing instructions for completing the Proof of Claim form, substantially in the form attached as Schedule "F" hereto;
- (qq) **"Proven Claim"** means the amount of the Claim against the Applicant as finally accepted and determined for voting and/or distribution purposes in accordance with this Claims Procedure Order and the CCAA;
- (rr) **"Provincial Lien Legislation"** means the *Construction Lien Act* (Ontario), R.S.O. 1990, c.C. 30 and the regulations promulgated thereunder and the equivalent in any other province of Canada;
- (ss) **"Restructuring Period Claim"** has the meaning given to that term in the definition of Claim;
- (tt) **"Restructuring Period Claims Bar Date"** means, in respect of a Restructuring Period Claim, the later of (i) 30 days after the date on which the Monitor sends a Claims Package in respect of a Restructuring Period Claim and (ii) the Claims Bar Date;
- (uu) **"Secured Claims"** means any Claim or any portion thereof, including a Construction Lien Claim, that is (i) secured by a valid security registration or charge or encumbering property or assets of the Applicant (including statutory and possessory liens that create security interests) but only up to the value of such collateral, and (ii) duly and properly perfected in accordance with the relevant legislation in the appropriate jurisdiction as of the Filing Date;
- (vv) **"Tax"** or **"Taxes"** means any and all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever, including all interest, penalties, fines, additions to tax or other additional amounts in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land

transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, Quebec and other government pension plan premiums or contributions;

(ww) **"Tax Claim"** means any Claim of any government authority against the Applicant for any Taxes in respect of any taxation year or period;

(xx) **"Trust Claim"** means the Claim of any Person against the Applicant or a Director or Officer as the beneficiary of any trust fund constituted or otherwise provided for pursuant to any applicable Provincial Lien Legislation;

(yy) **"Unsecured Claim"** means a Claim that is not a Secured Claim;

(zz) **"Vetting Committee"** means the committee constituted by Court Order to vet the known construction liens registered on title to the HBW Cochrane / Long Lake Project, and to prepare a report;

(aaa) **"Wells Fargo"** means Wells Fargo Bank, National Association as lender under the Wells Fargo Credit Agreement; and

(bbb) **"Warranty Claims"** means claims arising under a warranty obligation.

4. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

5. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation", all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

## **GENERAL PROVISIONS**

6. **THIS COURT ORDERS** that any Claim denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Filing Date.

7. **THIS COURT ORDERS** that, except as otherwise set out herein, interest and penalties that would otherwise accrue after the Filing Date shall not be included in any Claim.

8. **THIS COURT ORDERS** that notwithstanding any other provisions of this Claims Procedure Order, the solicitation by the Monitor or the Applicant of Proofs of Claim, and the filing by any Claimant of any Proof of Claim or Director/Officer Proof of Claim shall not, for that reason only, grant any Person any standing in the CCAA Proceedings or rights under any Plan.

9. **THIS COURT ORDERS** that the Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms.

10. **THIS COURT ORDERS** that amounts claimed in Assessments issued after the Filing Date shall be subject to this Order and there shall be no presumption of validity or deeming of the amount due in respect of the Claim set out in any Assessment where such Assessment was issued after the Filing Date.

## **MONITOR'S ROLE**

11. **THIS COURT ORDERS** that, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other orders of the Court in the CCAA Proceedings, the Monitor is hereby directed and empowered to implement the Claims Process set out herein and to take such other actions and fulfill such other roles as are authorized by this Claims Procedure Order or incidental thereto.

12. **THIS COURT ORDERS** that the Monitor (i) shall have all of the protections given to it by the CCAA, the Initial Order, any other orders of the Court in the CCAA Proceedings, and this Claims Procedure Order, or as an officer of the Court, including the stay of proceedings in its favour; (ii) shall incur no liability or obligation as a result of the carrying out of the provisions of this Claims Procedure Order, other than in respect of its gross negligence or wilful misconduct; (iii) shall be entitled to rely on the books and records of HBW and any information provided by HBW, all without independent investigation; and (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

13. **THIS COURT ORDERS** that the Monitor may, at its sole discretion, examine any report prepared by the Vetting Committee to assist in the Monitor's determination regarding the acceptance, revision, disallowance and/or settlement of Construction Lien Claims, and that the Vetting Committee shall consult with and fully cooperate with the Monitor in the exercise of its powers.

14. **THIS COURT ORDERS** that HBW, WCI, the IEA Group and their respective Officers, Directors, employees, agents and representatives, and any other Person given notice of this Claims Procedure Order shall fully cooperate with the Monitor in the exercise of its powers and discharge of its duties and obligations under this Claims Procedure Order.

#### **NOTICE TO CLAIMANTS**

15. **THIS COURT ORDERS** that as soon as practicable, but no later than 5:00 p.m. on July 14, 2016, the Monitor shall cause a Claims Package to be sent to:

- (a) Each party that appears on the Service List or has requested a Claims Package; and
- (b) All known Claimants, or, if an action or application has been commenced, by email to the counsel of record or Claimant representative for such action or application (other than with respect to Employees), as evidenced by the books and records of HBW, at their respective last known email addresses as recorded in HBW's books and records.

16. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Claimants to be published: (i) for at least two (2) Business Days in the Daily Commercial News; and (ii) for at least one (1) Business Day in the Globe and Mail, by no later than 5:00 p.m. on July 14, 2016.

17. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Claimants and the Claims Package to be posted to the Monitor's Website by no later than 5:00 p.m. on July 14, 2016.

18. **THIS COURT ORDERS** that the Monitor shall cause the Employee Letter to be sent to all Employees as soon as practicable but no later than 5:00 p.m. on July 14, 2016.

19. **THIS COURT ORDERS** that to the extent any Claimant or other Person requests documents or information relating to the Claims Process prior to the Claims Bar Date or if the Monitor becomes aware of any further Claims, the Monitor shall forthwith send such Person a Claims Package, direct such Person to the documents posted on the Monitor's Website or otherwise respond to the request for documents or information as the Monitor may consider appropriate in the circumstances.

20. **THIS COURT ORDERS** that the Claims Process and the forms of Notice to Claimants, Proof of Claim Instruction Letter, Director/Officer Claim Instruction Letter, Employee Letter, Proof of Claim, Director/Officer Proof of Claim, Notice of Revision or Disallowance, Notice of Dispute, and Construction Lien Claim Schedule and Construction Lien Claim Dispute Notice are hereby approved. Notwithstanding the foregoing, the Monitor may, from time to time, make such minor non-substantive changes to the forms as the Monitor, in its sole discretion, may consider necessary or desirable.

21. **THIS COURT ORDERS** that the sending of the Claims Package to the Claimants and the publication of the Notice to Claimants, in accordance with this Claims Procedure Order, the posting of the Claims Package to the Monitor's website and completion of the incidental requirements of this Claims Procedure Order, shall constitute good and sufficient service and delivery of notice of this Claims Procedure Order, the Claims Bar Date and the Restructuring Period Claims Bar Date on all Persons who may be entitled

to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Claims Procedure Order.

## **FILING OF PROOFS OF CLAIM**

### **(A) Pre-filing Claims**

22. **THIS COURT ORDERS** that any Claimant that intends to assert a Pre-filing Claim (including any Construction Lien Claim or Trust Claim) or Director/Officer Claim shall file a Proof of Claim or Director/Officer Proof of Claim, along with all supporting documentation as applicable (including as it relates to any Construction Lien Claim, a copy of the contract or subcontract, including any purchase orders, a detailed summary of any change orders and amendments, a statement of account that includes dates and amounts of payments received, and any other documentation or information that may reasonably be required to determine the timeliness, quantum, entitlement and validity of the Construction Lien Claim), with the Monitor on or before the Claims Bar Date. For the avoidance of doubt, a Proof of Claim, or Director/Officer Proof of Claim, as applicable, must be filed by every Claimant in respect of every Pre-filing Claim or Director/Officer Claim, regardless of whether or not a legal proceeding in respect of such Pre-filing Claim or Director/Officer Claim has been previously commenced.

23. **THIS COURT ORDERS** that with respect to any Construction Lien Claim, the Proof of Claim shall set forth the maximum amount that the Claimant asserts would constitute a Lienable Amount, regardless of the amount of the Holdback available.

24. **THIS COURT ORDERS** that the Proof of Claim or Director/Officer Proof of Claim shall indicate whether all or a portion of the Claim is a Secured Claim, Unsecured Claim or Trust Claim.

25. **THIS COURT ORDERS** that any Person that does not file a Proof of Claim or Director/Officer Proof of Claim, so that such Proof of Claim or Director/Officer Proof of Claim is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor may agree in writing or the Court may otherwise direct:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Pre-filing Claim against HBW or any Director/Officer Claim relating to such Pre-filing Claim and all such Pre-filing Claims or Director/Officer Claims shall be forever extinguished;
- (b) will not be permitted to vote at any Meeting on account of such Pre-filing Claim(s) or Director/Officer Claim(s) relating to the Pre-filing Claim(s);
- (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings in its capacity as a holder of a Pre-filing Claim or Director/Officer Claim (as applicable); and
- (d) will not be permitted to participate in any distribution under any Plan, if applicable, on account of such Pre-filing Claim(s) or Director/Officer Claim(s).

**(B) Restructuring Period Claims**

26. **THIS COURT ORDERS** that upon becoming aware of a circumstance giving rise to a Restructuring Period Claim, the Monitor shall send a Claims Package to the Claimant in respect of such Restructuring Period Claim in the manner provided for herein.

27. **THIS COURT ORDERS** that any Claimant that intends to assert a Restructuring Period Claim or Director/Officer Claim relating to a Restructuring Period Claim shall file a Proof of Claim or Director/Officer Proof of Claim, as applicable along with all supporting documentation, with the Monitor on or before the Restructuring Period Claims Bar Date. For the avoidance of doubt, a Proof of Claim or Director/Officer Proof of Claim must be filed by every Claimant in respect of every Restructuring Period Claim or Director/Officer Claim relating to a Restructuring Period Claim, regardless of whether or not a legal proceeding in respect of such Restructuring Period Claim, or Director/Officer Claim has been previously commenced.

28. **THIS COURT ORDERS** that any Person that does not file a Proof of Claim or Director/Officer Proof of Claim, as applicable, so that such Proof of Claim or Director/Officer Proof of Claim is received by the Monitor on or before the Restructuring

Period Claims Bar Date, or such later date as the Monitor may agree in writing or the Court may otherwise direct:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Restructuring Period Claim against HBW or any Director/Officer Claim relating to such Restructuring Period Claim and all such Restructuring Period Claim(s) or Director/Officer Claim(s) shall be forever extinguished;
- (b) will not be permitted to vote at any Meeting on account of such Restructuring Period Claim(s) or Director/Officer Claim(s);
- (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings unless the Monitor and/or HBW become aware that such Claimant has a Restructuring Period Claim or Director/Officer Claim relating to the Restructuring Period Claim; and
- (d) will not be permitted to participate in any distribution under any Plan, if applicable, on account of such Restructuring Period Claim(s) or Director/Officer Claim(s).

#### **ADJUDICATION OF CLAIMS**

29. **THIS COURT ORDERS** that the Monitor shall review all Proofs of Claim and Director/Officer Proofs of Claim received by Claims Bar Date or the Restructuring Period Claims Bar Date, in consultation with HBW, and shall accept, revise or reject each Claim. With respect to a Director/Officer Claim set out in a Director/Officer Proof of Claim, the Monitor shall, in consultation with HBW and the Directors and Officers named in respect of such Director/Officer Claim as to the merits of such Claim(s), as applicable, accept, revise or reject such Claim.

29A. **THIS COURT ORDERS** that any acceptance, revision or rejection of any Claim by the Monitor or in accordance with this Claims Procedure Order will be solely for the purposes of voting and/or receiving a distribution under any plan of arrangement or compromise put forward by HBW in these CCAA Proceedings.

**(A) Provisions Applicable to Construction Lien Claims**

30. **THIS COURT ORDERS** that the Monitor shall notify all Claimants asserting Construction Lien Claims in respect of a Project of: (i) the name of all other Claimants asserting Construction Lien Claims against such Project; (ii) the amount asserted by each Claimant; (iii) the steps taken pursuant to applicable Provincial Lien Legislation to perfect or preserve any asserted liens; and (iv) the Monitor's determination as to the timeliness, quantum, entitlement and validity of the amount of the Construction Lien Claim and the lien asserted by: (a) emailing a copy of the relevant Construction Lien Claim Schedule to the other Claimants who have asserted Construction Lien Claims against the particular Project; and (b) posting copies of the Construction Lien Claim Schedules to the Monitor's website.

31. **THIS COURT ORDERS** that any Claimant asserting a Construction Lien Claim who wishes to dispute any Claims on the Construction Lien Claim Schedule relevant to the Project in respect of which such Claimant has also filed a Construction Lien Claim shall notify the Monitor by delivering a Construction Lien Claim Dispute Notice substantially in the form attached to this Order as Schedule "I" within 15 days of the posting of the Construction Lien Claims Schedule by the Monitor on its website. Any Claim which is not disputed in a Construction Lien Claims Dispute Notice within 15 days of the posting a Construction Lien Claims Schedule shall be deemed to be a Proven Claim in the amount set out in the applicable Construction Lien Claims Schedule.

**(B) Provisions Applicable to All Claims**

32. **THIS COURT ORDERS** that if the Monitor intends to revise or reject a Claim, the Monitor shall notify the Claimant who has delivered such Proof of Claim or Director/Officer Proof of Claim that such Claim has been revised or rejected, and the reasons therefore, by sending a Notice of Revision or Disallowance to HBW and to the Claimant, and in the case of a Director/Officer Proof of Claim, with a copy to the applicable Director or Officer, unless otherwise ordered by this Court on application by the Monitor.

33. **THIS COURT ORDERS** that where a Claimant to whom a Notice of Revision or Disallowance has been delivered in accordance with paragraph 32 hereof does not file a completed Notice of Dispute by the time set out in paragraph 34(a), such Claimant's

Claim or Director/Officer Claim, or the determination as to the Lienable Amount thereof, as the case may be, shall be deemed to be as set out in the Notice of Revision or Disallowance issued to such Claimant and no Person shall have any further right to dispute same.

34. **THIS COURT ORDERS** that any Claimant to whom a Notice of Revision or Disallowance has been delivered in accordance with paragraph 32, and who intends to dispute such Notice, shall:

- (a) deliver a completed Notice of Dispute, along with the reasons for the dispute, together with any additional material upon which the Claimant intends to rely, to the Monitor by no later than 15 (fifteen) days after the date on which the Claimant is deemed to receive the Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor in writing, and in such event the Monitor, in consultation with HBW, shall attempt to settle the dispute raised in the Notice of Dispute through consensual negotiations; and
- (b) in event that a dispute raised in a Notice of Dispute is not settled within a time period or in a manner satisfactory to the Monitor, the Monitor shall refer the dispute raised in the Notice of Dispute to a Claims Officer or the Court (at the Monitor's election) for adjudication.

35. **THIS COURT ORDERS** that the Monitor may refer any Disputed Claim to a Claims Officer or the Court for adjudication by sending written notice to the Claimant at any time.

#### **CLAIMS OFFICERS**

36. **THIS COURT ORDERS** that such Persons as may be appointed by the Court from time to time on application of the Monitor, be and they are hereby appointed as Claims Officers for the claims procedure described herein.

37. **THIS COURT ORDERS** that the decision as to whether the Disputed Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the Monitor. For greater certainty, the Court shall include a Lien Master at Toronto and

the Monitor is hereby permitted to refer a Disputed Claim to a Lien Master at Toronto and this order shall serve as full authority for doing so.

38. **THIS COURT ORDERS** that where a Claim is referred to a Claims Officer:

- (a) the Claims Officer shall in its sole discretion determine all procedural matters which may arise in respect of its determination of these matters, including the manner in which any evidence may be adduced;
- (b) the Claims Officer shall determine the validity and amount of the Claim in accordance with this Claims Procedure Order, and to the extent necessary may determine whether any Claim or part thereof constitutes an Excluded Claim or a Secured Claim, and shall provide written reasons for any such determination to the Claimant, the Monitor and HBW; and
- (c) the Claims Officer shall have the sole discretion to determine by whom and to what extent the costs of any adjudication by the Claims Officer shall be paid.

39. **THIS COURT ORDERS** that the Monitor, the Claimant or HBW may, within ten (10) days of such party receiving notice of a Claims Officer's determination of the value of a Claimant's Claim, appeal such determination or any other matter determined by the Claims Officer in accordance with paragraph 38 or otherwise to the Court by filing a notice of appeal together with all material upon which the party appealing intends to rely, and the appeal shall be initially returnable within ten (10) days of filing such notice of appeal.

40. **THIS COURT ORDERS** that if no party appeals any determination made by a Claims Officer within the time set out in paragraph 39 hereof, the determination of the Claims Officer shall be final and binding upon all Persons, including HBW, the Monitor, and the Claimant, and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's determination.

#### **NOTICE TO TRANSFEREES**

41. **THIS COURT ORDERS** that from the date of this Claims Procedure Order until seven (7) days prior to the date fixed by the Court for any distribution in the CCAA

Proceedings or any other proceeding, including a bankruptcy, to the extent required, leave is hereby granted to permit a Claimant to provide notice in writing to the Monitor of any assignment or transfer of a Claim or any portion thereof to any third party.

42. **THIS COURT ORDERS** that subject to the terms of any subsequent Order of this Court, if, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor HBW shall be obligated to give notice to or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing, and thereafter such transferee or assignee shall, for the purposes hereof, constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any defences, rights of set-off or other remedies to which HBW may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to HBW.

43. **THIS COURT ORDERS** that no transfer or assignment of any Claim or part thereof shall be effective for voting purposes at any Meeting unless notice and evidence of such transfer or assignment in accordance with this Claims Procedure Order has been received by the Monitor no later than 5:00 p.m. on the date that is seven (7) days prior to the date fixed by the Court for any Meeting, failing which the original Claimant shall have all applicable rights as the "Claimant" with respect to such Claim as if no transfer or assignment of the Claim had occurred.

#### **SERVICE AND NOTICE**

44. **THIS COURT ORDERS** that the Monitor may, unless otherwise specified by this Claims Procedure Order, serve and deliver or cause to be served and delivered the Claims Package, and any letters, notices or other documents, to the Claimants or any other interested Person by forwarding true copies thereof by prepaid ordinary mail,

courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of HBW or set out in such Claimant's Proof of Claim or Director/Officer Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic transmission by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

45. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Claimant to the Monitor under this Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this Claims Procedure Order and will be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email addressed to:

Alvarez & Marsal Canada Inc., H.B. White Canada Corp. Monitor  
200 Bay Street, Suite 2900  
P.O. Box 22  
Toronto, ON  
M5J 2J1  
Attention: Joshua Nevsky  
Email: [monitor.hbwhite@alvarezandmarsal.com](mailto:monitor.hbwhite@alvarezandmarsal.com)  
Fax: 416.847.5201

46. **THIS COURT ORDERS** that if, during any period during which notices or other communications are being given pursuant to this Claims Procedure Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary or registered mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Claims Procedure Order.

## MISCELLANEOUS

47. **THIS COURT ORDERS** that the Monitor or the Applicant may from time to time apply to this Court to extend the time for any action which the Monitor or the Applicant is required to take if reasonably required to carry out its duties and obligations pursuant to this Claims Procedure Order and for advice and directions concerning the discharge of its powers and duties under this Claims Procedure Order or the interpretation or application of this Claims Procedure Order.

48. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall prejudice the rights and remedies of any Directors or Officers or other Persons under the Directors' Charge or any applicable insurance policy, or prevent or bar any Person from seeking recourse against or payment from HBW's insurance and any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer of HBW; provided, however, that nothing in this Claims Procedure Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Claims Procedure Order limit, remove, modify or alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that he/she is covered by, the HWB insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons shall not be recoverable as against HBW or any Director or Officer as applicable.

49. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall prejudice, limit, bar, extinguish or otherwise affect (i) any right or claim of any Person, including under any guarantee, indemnity or otherwise, against the IEA Group, or any other Person, other than HBW and the Directors and Officers; and (ii) any right or claim of the IEA Group or any other Person in response to such right or claim;

50. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the

United States of America, to give effect to this Claims Procedure Order pursuant to section 17 of the CCAA and to assist HBW, the Monitor and their respective agents in carrying out the terms of this Claims Procedure Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to HBW and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Claims Procedure Order, to grant representative status to the Monitor in any foreign proceeding, or to assist HBW and the Monitor and their respective agents in carrying out the terms of this Claims Procedure Order.



ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

JUL 07 2016

PER / PAR:



## **SCHEDULE “A”**

### **CLAIMANT’S GUIDE TO COMPLETING THE DIRECTOR/OFFICER PROOF OF CLAIM FORM FOR CLAIMS AGAINST DIRECTORS AND/OR OFFICERS OF H.B. WHITE CANADA CORP. (“HBW”)**

This Guide has been prepared to assist Claimants in filling out the Director/Officer Proof of Claim form for claims against the Directors and/or Officers of HBW. If you have any questions regarding completion of the Director/Officer Proof of Claim, please consult the Monitor’s website at [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite) or contact the Monitor, whose contact information is set out below.

The Director/Officer Proof of Claim form is for Claimants asserting a claim against any Directors and/or, Officers of HBW, and NOT for claims against HBW itself. For claims against HBW, please use the form titled “Proof Of Claim Form For Claims Against H.B. White Canada Corp.”, which is available on the Monitor’s website at [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite) and is also included in this Claims Package.

Additional copies of the Director/Officer Proof of Claim form may be found at the Monitor’s website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on July 7, 2016 (the “**Claims Procedure Order**”), the terms of the Claims Procedure Order will govern.

#### **SECTION 1 – DIRECTOR AND/OR OFFICER**

1. The full name of all HBW Directors or Officers against whom the Claim is asserted must be listed.

#### **SECTION 2(a) – ORIGINAL CLAIMANT**

2. A separate Director/Officer Proof of Claim must be filed by each legal entity or person asserting a claim against HBW Directors or Officers.
3. The Claimant shall include any and all Director/Officer Claims it asserts against HBW Directors or Officers in a single Director/Officer Proof of Claim.
4. The full legal name of the Claimant must be provided.
5. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
6. Unless the claim is assigned or transferred, all future correspondence, notices, etc. regarding the claim will be directed to the address and contact indicated in this section.

## **SECTION 2(b) - ASSIGNEE**

7. If the Claimant has assigned or otherwise transferred its claim, then Section 2(b) must be also completed in addition to 2(a).
8. The full legal name of the Assignee must be provided.
9. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
10. If the Monitor in consultation with HBW is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the claim will be directed to the Assignee at the address and contact indicated in this section.

## **SECTION 3 - AMOUNT OF CLAIM OF CLAIMANT AGAINST DIRECTOR AND/OR OFFICER**

11. Indicate the amount the Director(s) and/or Officer(s) was/were and still is/are indebted to the Claimant in the Amount of Claim column, including interest up to and including July 7, 2016.<sup>1</sup>

### **Currency**

12. The amount of the claim must be provided in the currency in which it arose.
13. Indicate the appropriate currency in the Currency column.
14. If the claim is denominated in multiple currencies, use a separate line to indicate the claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
15. If necessary, currency will be converted to Canadian dollars in accordance with the Claims Procedure Order.

## **SECTION 4- DOCUMENTATION**

16. Attach to the Director/Officer Proof of Claim form all particulars of the claim and supporting documentation, including amount and description of transaction(s) or agreement(s) or legal breach(es) giving rise to the claim.

## **SECTION 5 - CERTIFICATION**

17. The person signing the Director/Officer Proof of Claim should:
  - (a) be the Claimant or authorized representative of the Claimant.
  - (b) have knowledge of all the circumstances connected with this claim.

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<sup>1</sup> Pursuant to paragraph 5 of the Claims Procedure Order, interest accruing from the Filing Date (July 7, 2016) shall not be included in any Claim.

- (c) assert the claim against the Director/Officer as set out in the Director/Officer Proof of Claim and certify all supporting documentation is attached.
  - (d) have a witness to its certification.
18. By signing and submitting the Director/Officer Proof of Claim, the Claimant is asserting the claim against the Director/Officer(s).

#### **SECTION 6 - FILING OF CLAIM**

**The Director/Officer Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on August 22, 2016 (the "Claims Bar Date") by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**Alvarez & Marsal Canada Inc., H.B. White Canada Corp. Monitor  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2900, P.O. Box 22  
Toronto, ON Canada M5J 2J1  
Attention: Joshua Nevsky**

**Email:     monitor.hbwhite@alvarezandmarsal.com  
Fax No.:   416.847.5201**

**Failure to file your Director/Officer Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m., on the Claims Bar Date will result in your claim being barred and you will be prevented from making or enforcing a claim against the Directors and Officers of HBW. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a creditor in the HBW CCAA proceedings.**

## SCHEDULE "B"

### PROOF OF CLAIM FORM FOR CLAIMS AGAINST DIRECTORS OR OFFICERS OF H.B. WHITE CANADA CORP. ("HBW") (THE "DIRECTOR/OFFICER PROOF OF CLAIM")

This form is to be used only by Claimants asserting a claim against any Directors and/or, Officers of HBW and NOT for claims against HBW itself. For claims against HBW, please use the form titled "Proof Of Claim Form For Claims Against H.B. White Canada Corp.", which is available on the Monitor's website at [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite).

#### 1. Name of HBW Officer(s) and/or Director(s):

\_\_\_\_\_

#### 2(A) Original Claimant (the "Claimant")

|                        |            |                 |       |
|------------------------|------------|-----------------|-------|
| Legal Name of Claimant | _____      | Name of Contact | _____ |
| Address                | _____      | Title           | _____ |
|                        | _____      | Phone #         | _____ |
| City                   | Prov/State | Fax #           | _____ |
|                        | _____      | email           | _____ |
| Postal/Zip Code        | _____      |                 |       |

#### 2(B) Assignee, if claim has been assigned

|                        |            |                 |       |
|------------------------|------------|-----------------|-------|
| Legal Name of Assignee | _____      | Name of Contact | _____ |
| Address                | _____      | Title           | _____ |
|                        | _____      | Phone #         | _____ |
| City                   | Prov/State | Fax #           | _____ |
|                        | _____      | email           | _____ |
| Postal/Zip Code        | _____      |                 |       |

**3. Amount of Claim**

The Director(s)/Officer(s) was/were and still is/are indebted to the Claimant as follows:

| <b>Name(s) of<br/>Director(s), and/or<br/>Officers</b> | <b>Currency</b> | <b>Amount of Claim</b> | <b>Amount of Claim<br/>(including interest<br/>up to and<br/>including July 7,<br/>2016)</b> |
|--------------------------------------------------------|-----------------|------------------------|----------------------------------------------------------------------------------------------|
| _____                                                  | _____           | _____                  | _____                                                                                        |
| _____                                                  | _____           | _____                  | _____                                                                                        |
| _____                                                  | _____           | _____                  | _____                                                                                        |
| _____                                                  | _____           | _____                  | _____                                                                                        |
| _____                                                  | _____           | _____                  | _____                                                                                        |
| _____                                                  | _____           | _____                  | _____                                                                                        |
| _____                                                  | _____           | _____                  | _____                                                                                        |
| _____                                                  | _____           | _____                  | _____                                                                                        |

**4. Documentation**

Provide all particulars of the Claim and supporting documentation, including any claim assignment/transfer agreement or similar document, if applicable, and including amount and description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim.

**5. Certification**

I here certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this claim.
3. The Claimant asserts this claim against the Debtor(s) as set out above.
4. Complete documentation in support of this claim is attached.

|                  |                   |
|------------------|-------------------|
| Signature: _____ | Witness _____     |
| Name: _____      | (signature) _____ |
| Title: _____     | (print) _____     |

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**6. Filing of Claim**

**This Director/Officer Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on August 22, 2016 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**Alvarez & Marsal Canada Inc., H.B. White Canada Corp. Monitor  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2900, P.O. Box 22  
Toronto, ON Canada M5J 2J1  
Attention: Joshua Nevsky  
Email: [monitor.hbwhite@alvarezandmarsal.com](mailto:monitor.hbwhite@alvarezandmarsal.com)  
Fax No.: 416.847.5201**

## SCHEDULE "C"

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### NOTICE TO CLAIMANTS AGAINST H.B. WHITE CANADA CORP.

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**RE: NOTICE OF CLAIMS PROCESS FOR H.B. WHITE CANADA CORP. ("HBW")  
PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT (the  
"CCAA")**

PLEASE TAKE NOTICE that on July 7, 2016, the Ontario Superior Court of Justice (Commercial List) issued an order (the "**Claims Procedure Order**") in the CCAA proceedings of HBW, requiring that all Persons who assert a Claim (capitalized terms used in this notice and not otherwise defined have the meaning given to them in the Claims Procedure Order) against HBW, whether unliquidated, contingent or otherwise, and all Persons who assert a claim against Directors and/or Officers of HBW (as defined in the Claims Procedure Order, a "**Director/Officer Claim**"), **must file a Proof of Claim (with respect to Claims against HBW) or Director/Officer Proof of Claim (with respect to Director/Officer Claims) with Alvarez and Marsal Canada Inc. (the "Monitor") on or before 5:00 p.m. (Toronto time) on August 22, 2016 (the "Claims Bar Date"), by sending the Proof of Claim or Director/Officer Proof of Claim to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**Alvarez & Marsal Canada Inc., H.B. White Canada Corp. Monitor**  
**Address: Royal Bank Plaza, South Tower**  
**200 Bay Street, Suite 2900, P.O. Box 22**  
**Toronto, ON Canada M5J 2J1**  
**Attention: Joshua Nevsky**  
**Email: [monitor.hbwhite@alvarezandmarsal.com](mailto:monitor.hbwhite@alvarezandmarsal.com)**  
**Fax No.: 416.847.5201**

Pursuant to the Claims Procedure Order, Claims Packages, including the form of Proof of Claim and Director/Officer Proof of Claim, will be sent to all known Claimants by mail, on or before July 14, 2016. Claimants may also obtain the Claims Procedure Order and a Claims Package from the Monitor's website at [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite), or by contacting the Monitor by telephone (1-844-692-6255).

Only Proofs of Claim and Director/Officer Proofs of Claim actually received by the Monitor on or before 5:00 p.m. (Toronto time) on August 22, 2016 will be considered filed by the Claims Bar Date. **It is your responsibility to ensure that the Monitor receives your Proof of Claim or Director/Officer Proof of Claim by the Claims Bar Date.**

**PROOFS OF CLAIM AND DIRECTOR/OFFICER PROOFS OF CLAIM WHICH ARE NOT RECEIVED BY THE APPLICABLE CLAIMS BAR DATE WILL BE BARRED AND SUCH CLAIMS EXTINGUISHED FOREVER.**

DATED this \_\_\_\_ day of July, 2016.

**SCHEDULE "D"**

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**NOTICE OF DISPUTE OF NOTICE OF REVISION OR DISALLOWANCE**

**With respect to the H.B. White Canada Corp.**

---

Claims Reference Number: \_\_\_\_\_

**1. Particulars of Claimant:**

Full Legal Name of Claimant (include trade name, if different)

---

(the "Claimant")

Full Mailing Address of the Claimant:

---

Other Contact Information of the Claimant:

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Attention (Contact Person): \_\_\_\_\_

2. Particulars of original Claimant from whom you acquired the Claim or Director/Officer Claim, if applicable

Have you acquired this purported Claim by assignment?

Yes: ☐

No: ☐

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Claimant(s): \_\_\_\_\_

**3. Dispute of Revision or Disallowance of Claim:**

The Claimant hereby disagrees with the value of its Claim, as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

|                                                               | <b>Currency Amount allowed by<br/>Monitor:<br/>(Notice of Revision or<br/>Disallowance)</b> | <b>Amount claimed by<br/>Claimant:<sup>1</sup></b> |
|---------------------------------------------------------------|---------------------------------------------------------------------------------------------|----------------------------------------------------|
| A. Unsecured                                                  | \$                                                                                          | \$                                                 |
| B. Secured Claim<br>(excluding<br>Construction Lien<br>Claim) | \$                                                                                          | \$                                                 |
| C. Lienable Amount                                            | \$                                                                                          | \$                                                 |
| D. Director/Officer<br>Claim                                  | \$                                                                                          | \$                                                 |
| <b>E. Total Claim</b>                                         | <b>\$</b>                                                                                   | <b>\$</b>                                          |

4. **Reasons for Dispute:**

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<sup>1</sup> If necessary, currency will be converted in accordance with the Claims Procedure Order.

## SCHEDULE "E"

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### NOTICE OF REVISION OR DISALLOWANCE

**For Persons that have asserted Claims against H.B. White Canada Corp.  
Director/Officer Claims against the Directors and/or Officers of H.B. White Canada Corp.**

---

Claims Reference Number: \_\_\_\_\_

TO: \_\_\_\_\_

(the "Claimant")

Defined terms not defined in this Notice of Revision or Disallowance have the meaning ascribed in the Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings of H.B. White Canada Corp. dated July 7, 2016 (the "**Claims Procedure Order**").

Pursuant to the Claims Procedure Order, the Monitor hereby gives you notice that it has reviewed your Proof of Claim or Director/Officer Proof of Claim and has revised or disallowed all or part of your purported Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be as follows:

|                                                          | Amount as submitted | Amount claimed by Monitor |
|----------------------------------------------------------|---------------------|---------------------------|
| A. Unsecured                                             | \$                  | \$                        |
| B. Secured Claim<br>(excluding Construction Lien Claims) | \$                  | \$                        |
| C. Lienable Amount                                       | \$                  | \$                        |
| D. Director/Officer Claim                                | \$                  | \$                        |
| E. Total Claim                                           | \$                  | \$                        |

**Reasons for Revision or Disallowance:**

●

### SERVICE OF DISPUTE NOTICES

**If you intend to dispute this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (prevailing time in Toronto) on the day that is 15 Calendar Days**

**after this Notice of Revision or Disallowance is deemed to have been received by you (in accordance with paragraph 34 of the Claims Procedure Order), deliver a Notice of Dispute of Revision or Disallowance to the Monitor by ordinary prepaid mail, registered mail, courier, personal delivery or electronic transmission to the address below.**

Alvarez & Marsal Canada Inc., H.B. White Canada Corp. Monitor  
Address: Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2900, P.O. Box 22  
Toronto, ON Canada M5J 2J1  
Attention: Joshua Nevsky  
Email: [monitor.hbwhite@alvarezandmarsal.com](mailto:monitor.hbwhite@alvarezandmarsal.com)  
Fax No.: 416.847.5201

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

The form of Notice of Dispute of Revision or Disallowance is enclosed and can also be accessed on the Monitor's website at [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite).

**IF YOU FAIL TO FILE A NOTICE OF DISPUTE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.**

DATED this                      day of                                              , 2016.

Alvarez & Marsal Canada Inc., solely in its capacity as Court-appointed Monitor of H.B. White Canada Corp., and not in its personal or corporate capacity

Per: \_\_\_\_\_

For more information see [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite), or contact the Monitor by telephone at 1-844-692-6255.

## **SCHEDULE “F”**

### **CLAIMANT’S GUIDE TO COMPLETING THE PROOF OF CLAIM FORM FOR CLAIMS AGAINST H.B. WHITE CANADA CORP. (“HBW”)**

This Guide has been prepared to assist Claimants in filling out the Proof of Claim form for Claims against HBW. If you have any additional questions regarding completion of the Proof of Claim, please consult the Monitor’s website at [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite) or contact the Monitor, whose contact information is set out below.

Additional copies of the Proof of Claim may be found at the Monitor’s website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on July 7, 2016 (the “Claims Procedure Order”), the terms of the Claims Procedure Order will govern.

All Proofs of Claim for Restructuring Period Claims (i.e. Claims against HBW arising on or after July 7, 2016) must be received by the Monitor on the later of (i) 30 days after the date on which the Monitor sends a Claims Package in respect of a Restructuring Period Claim and (ii) the Claims Bar Date. If you do not file a Proof of Claim in respect of any such Restructuring Period Claims by the Restructuring Period Claims Bar Date, you shall not be entitled to vote at any meeting of creditors regarding the plan of compromise or arrangement being proposed by HBW or participate in any distribution under such plan in respect of such Restructuring Period Claims and any such Claims you may have against HBW and/or any of the Directors and Officers of HBW shall be forever extinguished and barred.

#### **Section 1(a) - ORIGINAL CLAIMANT**

1. A separate Proof of Claim must be filed by each legal entity or person asserting a claim against HBW.
2. The Claimant shall include any and all Claims it asserts against HBW, in a single Proof of Claim.
3. The full legal name of the Claimant must be provided.
4. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
5. If the Claim has been assigned or transferred to another party, Section 1(b) must also be completed.
6. Unless the Claim is assigned or transferred, all future correspondence, notices, etc. regarding the Claim will be directed to the address and contact indicated in this section.

### **SECTION 1(b) - ASSIGNEE**

7. If the Claimant has assigned or otherwise transferred its Claim, then Section 1(b) must be completed in addition to Section 1(A).
8. The full legal name of the Assignee must be provided.
9. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
10. If the Monitor in consultation with HBW is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the Claim will be directed to the Assignee at the address and contact indicated in this section.

### **SECTION 2 - AMOUNT OF CLAIM OF CLAIMANT AGAINST HBW**

11. Indicate the amount HBW was and still is indebted to the Claimant in the Amount of Claim column, including interest up to and including the Filing Date of July 7, 2016.

#### **Currency**

12. The amount of the Claim must be provided in the currency in which it arose.
13. Indicate the appropriate currency in the Currency column.
14. If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
15. If necessary, currency will be converted to Canadian dollars in accordance with the Claims Procedure Order.

#### **Unsecured Claim**

16. Check this box ONLY if the Claim recorded on that line is an unsecured claim.

#### **Secured Claim**

17. Check this box ONLY if the Claim recorded on that line is a secured claim. If the Claim is a Construction Lien Claim, check this box.

### **SECTION 3 - DOCUMENTATION**

18. Attach to the Proof of Claim form all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claim assignment/transfer agreement or similar document, if applicable and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by HBW to the Claimant and estimated value of such security.

19. If the Claim is a Filed Construction Lien Claim, supporting documentation filed with the Proof of Claim should include: a copy of the contract or subcontract, a detailed summary of any change orders and amendments, a statement of account that includes dates and amounts of payments received, and any other documentation or information that may reasonably be required to determine the Filed Construction Lien Claim.

#### **SECTION 4 - CERTIFICATION**

20. The person signing the Proof of Claim should:
- a. be the Claimant or authorized representative of the Claimant;
  - b. have knowledge of all the circumstances connected with this Claim;
  - c. assert the Claim against the Debtor as set out in the Proof of Claim and certify all supporting documentation is attached; and
  - d. have a witness to its certification.
21. By signing and submitting the Proof of Claim, the Claimant is asserting the Claim against the HBW.

#### **SECTION 5 - FILING OF CLAIM**

22. **The Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on August 22, 2016 (the "Claims Bar Date") by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**Alvarez & Marsal Canada Inc., H.B. White Canada Corp.  
Monitor  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2900, P.O. Box 22  
Toronto, ON Canada M5J 2J1  
Attention: Joshua Nevsky  
Email: [monitor.hbwhite@alvarezandmarsal.com](mailto:monitor.hbwhite@alvarezandmarsal.com)  
Fax No.: 416.847.5201**

**Failure to file your Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m., on the Claims Bar Date will result in your claim being barred and you will be prevented from making or enforcing a Claim against HBW. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a creditor in the HBW CCAA proceedings.**

**SCHEDULE "G"**

**PROOF OF CLAIM FORM FOR CLAIMS AGAINST  
H.B. WHITE CANADA CORP.**

**1(a) Original Claimant (the "Claimant")**

|                        |            |                 |       |
|------------------------|------------|-----------------|-------|
| Legal Name of Claimant | _____      | Name of Contact | _____ |
| Address                | _____      | Title           | _____ |
|                        | _____      | Phone #         | _____ |
| City                   | Prov/State | Fax #           | _____ |
|                        | _____      | email           | _____ |
| Postal/Zip Code        | _____      |                 |       |

**1(b) Assignee, if claim has been made**

|                        |            |                 |       |
|------------------------|------------|-----------------|-------|
| Legal Name of Assignee | _____      | Name of Contact | _____ |
| Address                | _____      | Title           | _____ |
|                        | _____      | Phone #         | _____ |
| City                   | Prov/State | Fax #           | _____ |
|                        | _____      | email           | _____ |
| Postal/Zip Code        | _____      |                 |       |

**2. Amount of Claim**

HBW was and still is indebted to the Claimant as follows:

| Currency | Amount of Claim | Amount of Claim<br>(including interest up to and including July 7, 2016) | Unsecured Claim          | Secured Claim            | Construction Lien Claim  | Trust Claim/ Other       |
|----------|-----------------|--------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
|          |                 |                                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|          |                 |                                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|          |                 |                                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|          |                 |                                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|          |                 |                                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|          |                 |                                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|          |                 |                                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**3. Documentation**

Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by HBW to the Claimant and estimated value of such security.

**4. Certification**

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against HBW.
4. Complete documentation in support of this claim is attached.

|                                                         |                                                              |
|---------------------------------------------------------|--------------------------------------------------------------|
| Signature: _____<br><br>Name: _____<br><br>Title: _____ | Witness:<br><br>_____<br>(signature)<br><br>_____<br>(print) |
| Dated at _____ this _____ day of _____, 2016            |                                                              |

**5. Filing of Claim**

**This Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on August 22, 2016 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**Alvarez & Marsal Canada Inc., H.B. White Canada Corp. Monitor**  
**Royal Bank Plaza, South Tower**  
**200 Bay Street, Suite 2900, P.O. Box 22**  
**Toronto, ON Canada M5J 2J1**  
**Attention: Joshua Nevsky**  
**Email: [monitor.hbwhite@alvarezandmarsal.com](mailto:monitor.hbwhite@alvarezandmarsal.com)**  
**Fax No.: 416.847.5201**

**For Restructuring Period Claims, this Proof of Claim must be returned to and received by the Monitor on or before 5:00 p.m. (Toronto time) on the date that is the later of (i) 30 days after the date on which the Monitor sends a Claims Package in respect of a Restructuring Period Claim and (ii) the Claims Bar Date.**

**For more information see [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite) or contact the**  
**Monitor**  
**by telephone (1-844-692-6255)**

**SCHEDULE "H"**  
**EMPLOYEE LETTER**

July ●, 2016

**Re: H.B. White Canada Corp. ("HBW") Claims Process**

As you know, on July 7, 2016 HBW filed for and was granted creditor protection under the Companies' Creditors Arrangement Act ("CCAA"), pursuant to an order (the "Initial Order") of the Ontario Superior Court (the "Court"). The Court has appointed Alvarez & Marsal Canada Inc. (the "Monitor") to oversee the proceedings. A copy of the Court's Orders and other information relating to the proceedings has been posted to [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite), the Monitor's website.

The purpose of this letter is to inform you about the claims process which was approved by the Court on July 7, 2016 (the "Claims Process").

**Claims Process**

The Claims Process deals with claims against HBW.

- Employees do not need to submit a claim against HBW for wages or salary for services rendered prior to HBW's filing date (July 7, 2016) or for wages or salary for services rendered after HBW's filing date and on or before the Court sanctions HBW's Plan of Arrangement and Compromise.
- Other Claims against the Company must be described on the "Proof of Claim" form, and must be filed with the Monitor by August 22, 2016. For claims against directors and officers of HBW, use the Director/Officer Proof of Claim form, which must also be filed with the Monitor by August 22, 2016.
- The Proof of Claim, Director/Officer Proof of Claim and instructions for each are available on the Monitor's website [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite).
- If you have questions, you may contact the Monitor by email at [monitor.hbwhite@alvarezandmarsal.com](mailto:monitor.hbwhite@alvarezandmarsal.com) or by telephone at 1-844-692-6255.

**SCHEDULE "I"**

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**CONSTRUCTION LIEN CLAIM DISPUTE NOTICE**

**With respect to the H.B. White Canada Corp.**

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Claimant's Claims Reference Number: \_\_\_\_\_

Claims Reference Number of Claim Disputed: \_\_\_\_\_

Project: \_\_\_\_\_

**1. Particulars of Claimant asserting Dispute:**

Full Legal Name of Claimant (include trade name, if different)

\_\_\_\_\_

(the "Claimant")

Full Mailing Address of the Claimant:

\_\_\_\_\_

\_\_\_\_\_

Other Contact Information of the Claimant:

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Attention (Contact Person): \_\_\_\_\_

**2. Dispute of Construction Lien Claim:**

The Claimant hereby disagrees with the Construction Lien Claim identified above and asserts that the claim should be revised as follows

|                                 | <b>Currency Amount allowed by Monitor: (Notice of Revision or Disallowance)</b> | <b>Amount claimed by Claimant:<sup>1</sup></b> |
|---------------------------------|---------------------------------------------------------------------------------|------------------------------------------------|
| A. Lienable Amount <sup>2</sup> | \$                                                                              | \$                                             |
| B. Other                        | \$                                                                              | \$                                             |
| <b>C. Total Claim</b>           | \$                                                                              | \$                                             |

**4. Reasons for Dispute:**

---

<sup>1</sup> If necessary, currency will be converted in accordance with the Claims Procedure Order.

<sup>2</sup> "Lienable Amount" means the maximum amount of a Construction Lien Claim that would be secured against a Holdback if Holdback funds were available to satisfy all Construction Lien Claims on a particular project.

## SCHEDULE "J"

### FORM OF CONSTRUCTION LIEN CLAIM SCHEDULE

Project: \_\_\_\_\_

| <b>Name of Lien Claimant and counsel</b> | <b>Preservation and Perfection Dates (with registration nos.)</b> | <b>Monitor's Position re Timeliness</b> | <b>Construction Lien Claimant's position re: Quantum (Amount of Lien)</b> | <b>Monitor's Position re Quantum</b> |
|------------------------------------------|-------------------------------------------------------------------|-----------------------------------------|---------------------------------------------------------------------------|--------------------------------------|
|                                          |                                                                   |                                         |                                                                           |                                      |
|                                          |                                                                   |                                         |                                                                           |                                      |
|                                          |                                                                   |                                         |                                                                           |                                      |

Court File No. CV16-11452-00CL

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

**CLAIMS PROCEDURE ORDER**

**Cassels Brock & Blackwell LLP**

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

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