

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

THE HONOURABLE ) MONDAY, THE 19TH  
 )  
JUSTICE ) DAY OF SEPTEMBER, 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**")

**MEETING ORDER**

**THIS MOTION**, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "**CCAA**"), for an order, *inter alia*, (a) if necessary, abridging the time for service of the Notice of Motion and the Motion Record and validating service thereof; (b) accepting the filing of a Plan of Compromise and Arrangement (the "**Plan**") pursuant to the CCAA filed by the Applicant dated September 12, 2016 and attached to the Affidavit of Phil Gund sworn September 12, 2016 (the "**Gund Affidavit**") hereto at Schedule "E"; (c) authorizing the Applicant to establish one class of Affected Creditors for the purpose of considering and voting on the Plan, (d) authorizing the Applicant to call, hold and conduct a meeting of the Affected Creditors (the "**Creditors' Meeting**") to consider and vote on a resolution to approve the Plan; (e) approving the procedures to be followed with respect to the calling and conduct of the Creditors' Meeting; (f) setting the date for the hearing of the Applicant's motion seeking an order to sanction the Plan (the "**Sanction Order**"), and (g) approving the second report of the Alvarez & Marsal Canada Inc. in its capacity as court

appointed monitor ("**Monitor**") dated September 12, 2016 (the "**Second Report**") and the activities as set out therein, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the within Notice of Motion, the ~~Gund~~ Affidavit of Philip J. Gund sworn September 12, 2016, including the exhibits thereto, the Second Report, and upon hearing the submissions of counsel for the Applicant and the Monitor, and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service of ~~●~~ Monique Sassi, sworn ~~●~~ September 12, 2016,

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and that service thereof upon any interested party other than the persons served with the Motion Record is hereby dispensed with.

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined in this Meeting Order shall have the meanings ascribed to them in the Plan.

### **PLAN OF COMPROMISE AND ARRANGEMENT**

3. **THIS COURT ORDERS** that the Plan is hereby accepted for filing, and the Applicant is hereby authorized to seek approval of the Plan from the Affected Creditors in the manner set forth herein.

4. **THIS COURT ORDERS** that the Applicant, with the consent of the Monitor, be and is hereby authorized to make and to file a modification or restatement of, or amendment or supplement to, the Plan (each a "**Plan Modification**") prior to or at the Creditors' Meeting, in which case any such Plan Modification shall, for all purposes, be and be deemed to form part of and be incorporated into the Plan.

5. **THIS COURT ORDERS** that notice of such a Plan Modification shall be sufficient at or before the Creditors' Meeting if, prior to or at the Creditors' Meeting: (a) the Monitor, the Applicant or the Chair (as defined in this Meeting Order) communicate the details of the Plan Modification to Affected Creditors and other Persons present at the Creditors' Meeting prior to any vote being taken at the Creditors' Meeting; (b) the Applicant provides notice to the service list as amended from time to time (the "**Service List**") of any such Plan Modification and files a copy thereof with the Court forthwith and in any event prior to the Court hearing the motion seeking the Sanction Order (the "**Sanction Motion**"); and (c) the Monitor posts an electronic copy of the Plan Modification on the Monitor's website, [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite) (the "**Website**") forthwith and in any event prior to the Court hearing the Sanction Motion, provided however, if the Plan Modification impacts the treatment of the Northland Parties, excluding MMWF, the Plan Modification must be acceptable to the Northland Parties, excluding MMWF, acting reasonably.

6. **THIS COURT ORDERS** that after the Creditors' Meeting (and both prior to and subsequent to the obtaining of any Sanction Order), HBW may at any time and from time to time, with the consent of the Monitor effect a Plan Modification: (a) pursuant to an Order of the Court, or (b) without further Court Order, where such Plan Modification concerns a matter which, in the opinion of HBW and the Monitor, is of an administrative nature required to better give effect to the implementation of the Plan and the Sanction Order or to cure any errors, omissions or ambiguities, and in either circumstance is not materially adverse to the financial or economic interests of the Affected Creditors. The Monitor shall forthwith post on the Website any such Plan Modification, with notice of such posting forthwith provided to the Service List.

#### **FORMS OF DOCUMENTS**

7. **THIS COURT ORDERS** that the Notice of Creditors' Meeting substantially in the form attached hereto as Schedule "A" (the "**Notice of Creditors' Meeting**"), the Proxy substantially

in the form attached hereto as Schedule "B" (the "**Proxy**"), the Convenience Class Claim Declaration substantially in the form attached hereto as Schedule "C" (the "**Convenience Class Claim Declaration**") and the form of Resolution substantially in the form attached as Schedule "D" (the "**Plan Resolution**") are each hereby approved and the Applicant, with the consent of the Monitor, is authorized and directed to make such changes to such forms of documents as it considers necessary or desirable to conform the content thereof to the terms of the Plan or this Meeting Order.

#### **CLASSIFICATION OF CREDITORS**

8. **THIS COURT ORDERS** that for the purposes of considering and voting on the Plan, the Affected Creditors shall constitute a single class, the Affected Creditor Class.

#### **NOTICE OF CREDITORS' MEETING**

9. **THIS COURT ORDERS** that the Monitor shall cause to be sent by regular pre-paid mail, courier, fax or e-mail copies of the Notice of Creditors' Meeting, the Proxy, the Convenience Class Claim Declaration, the Plan Resolution, ~~the Plan,~~ and a copy of this Meeting Order (including the Plan) (collectively, the "**Meeting Materials**") as soon as practicable after the granting of this Meeting Order and, in any event, no later than September 26, 2016 to each Eligible Voting Creditor (or their respective duly appointed proxyholder), and the Applicant, at the address for such Eligible Voting Creditor set out in the respective Proof of Claim or to such other address subsequently provided to the Monitor by such Eligible Voting Creditor.

10. **THIS COURT ORDERS** that the Monitor shall forthwith post an electronic copy of the Meeting Materials on the Website, send a copy of the Meeting Materials to the Service List and shall provide a written copy to any Eligible Voting Creditor upon request by such Eligible Voting Creditor.

11. **THIS COURT ORDERS** that on or before October 3, 2016 the Monitor shall cause the Notice of Creditors' Meeting to be published for a period of two (2) Business Days in *The Globe and Mail* (National Edition) and the *Daily Commercial News*.

12. **THIS COURT ORDERS** that the delivery of the Meeting Materials in the manner set out in paragraph 9 hereof, posting of the Meeting Materials on the Website in accordance with paragraph 10 hereof, and the publication of the Notice of Creditors' Meeting in accordance with paragraph 11 hereof shall constitute good and sufficient service of this Meeting Order and of the Plan, and good and sufficient notice of the Creditors' Meeting on all Persons who may be entitled to receive notice thereof in these proceedings or who may wish to be present in person or by Proxy at the Creditors' Meeting or who may wish to appear in these proceedings, and no other form of notice or service need be made on such Persons.

13. **THIS COURT ORDERS** that on or before October 3, 2016, the Monitor shall serve a report regarding the Plan on the Service List and to Affected Creditors not appearing on the Service List (to the email address specified in such Affected Creditors' Proofs of Claim), and promptly thereafter post such report on the Website.

#### **CONDUCT AT THE CREDITORS' MEETING**

14. **THIS COURT ORDERS** that the Applicant is hereby authorized to call, hold and conduct the Creditors' Meeting on October 17, 2016 at 2:00 p.m. at the offices of Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, ON M5H 2S7, for the purpose of considering, and if deemed advisable by the Affected Creditor Class, voting in favour of, with or without variation, the Plan Resolution to approve the Plan.

15. **THIS COURT ORDERS** that a representative of the Monitor, designated by the Monitor, shall preside as the chair of the Creditors' Meeting (the "**Chair**") and, subject to any further Order of this Court, shall decide all matters relating to the conduct of the Creditors' Meeting.

16. **THIS COURT ORDERS** that the Chair is authorized to accept and rely upon Proxies or such other forms as may be acceptable to the Chair.

17. **THIS COURT ORDERS** that the quorum required at the Creditors' Meeting shall be one (1) Affected Creditor with a Voting Claim present at such meeting in person or by Proxy.

18. **THIS COURT ORDERS** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance at, quorum at and votes cast at the Creditors' Meeting (the "**Scrutineers**"). A Person designated by the Monitor shall act as secretary at the Creditors' Meeting (the "**Secretary**").

19. **THIS COURT ORDERS** that if (a) the requisite quorum is not present at the Creditors' Meeting, or (b) the Creditors' Meeting is postponed by the request of the Applicant or by vote of the majority in value of Affected Creditors holding Voting Claims in person or by Proxy at the Creditors' Meeting, then the Creditors' Meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable.

20. **THIS COURT ORDERS** that the Chair be, and he or she is hereby, authorized to adjourn, postpone or otherwise reschedule the Creditors' Meeting on one or more occasions to such time(s), date(s) and place(s) as the Chair deems necessary or desirable (without the need to first convene such Creditors' Meeting for the purpose of any adjournment, postponement or other rescheduling thereof). None of the Applicant, the Chair or the Monitor shall be required to deliver any notice of the adjournment of the Creditors' Meeting or adjourned Creditors' Meeting, provided that the Monitor shall: (a) announce the adjournment of the Creditors' Meeting or adjourned Creditors' Meeting, as applicable; (b) post notice of the adjournment at the originally designated time and location of the Creditors' Meeting or adjourned Creditors' Meeting, as applicable; (c) forthwith post notice of the adjournment on the Website; and (d) provide notice of the adjournment to the Service List forthwith. Any Proxies validly delivered in connection with

the Creditors' Meeting shall be accepted as Proxies in respect of any adjourned Creditors' Meeting.

21. **THIS COURT ORDERS** that the only Persons entitled to attend and speak at the Creditors' Meeting are Eligible Voting Creditors (or their respective duly appointed proxyholder), representatives of the Monitor, the Applicant, IEA, all such parties' financial and legal advisors, the Chair, Secretary and Scrutineers and their respective legal counsel and advisors. Any other Person may be admitted to the Creditors' Meeting on invitation of the Applicant or the Chair.

#### **VOTING PROCEDURE AT THE CREDITORS' MEETING**

22. **THIS COURT ORDERS** that the Chair shall direct a vote on the Plan Resolution to approve the Plan and any amendments or variations thereto made in accordance with the Plan and this Meeting Order.

23. **THIS COURT ORDERS** that any Proxy in respect of the Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) must be (a) received by the Monitor by 2:00 p.m. on October 16, 2016, or 24 hours (excluding Saturdays, Sundays and statutory holidays) prior to any adjourned, postponed or rescheduled Creditors' Meeting, or (b) deposited with the Chair at the Creditors' Meeting (or any adjourned Creditors' Meeting) immediately prior to the vote at the time specified by the Chair (the "**Election/Proxy Deadline**").

24. **THIS COURT ORDERS** that, in the absence of instruction to vote for or against the approval of the Plan Resolution in a duly signed and returned Proxy, the Proxy shall be deemed to include instructions to vote for the approval of the Plan Resolution, provided the Proxy holder does not otherwise exercise its right to vote at the Creditors' Meeting.

25. **THIS COURT ORDERS** that each Eligible Voting Creditor shall be entitled to one vote equal to the dollar value of its Affected Claim determined as a Voting Claim in accordance with the Claims Procedure Order and paragraph(s) 30 and 31 of this Meeting Order.

26. **THIS COURT ORDERS** that each Convenience Class Creditor shall be deemed to have voted in favour of the Plan.

27. **THIS COURT ORDERS** that holders of Intercompany Claims shall not be entitled to vote on the Plan.

28. **THIS COURT ORDERS** that a Voting Claim or Disputed Voting Claim shall not include fractional numbers and shall be rounded down to the nearest whole Canadian Dollar amount.

29. **THIS COURT ORDERS** that an Eligible Voting Creditor, may transfer or assign the whole of its Claim prior to the Creditors' Meeting, provided that neither the Applicant nor the Monitor shall be obligated to give notice to or otherwise deal with the transferee or assignee of such Claim as an Eligible Voting Creditor, in respect thereof, including allowing such transferee or assignee of an Eligible Voting Creditor to vote at the Creditors' Meeting, unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received and acknowledged by the Monitor in writing no later than 5:00 p.m. on the date that is seven (7) days prior to the Creditors' Meeting. Thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order and this Meeting Order, constitute an Eligible Voting Creditor, and shall be bound by any and all notices previously given to the transferor or assignor and steps taken in respect of such Claim. Such transferee or assignee shall not be 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 transferee or assignee to the Applicant. Where a Claim has been transferred or assigned in part, the transferor or assignor shall retain the right to vote at the Creditors' Meeting in respect of the full amount of the Claim as determined for voting purposes in accordance with this Meeting Order, and the transferee or assignee shall have no voting rights at the Creditors' Meeting in respect of such Claim.



30. **THIS COURT ORDERS** that an Eligible Voting Creditor (other than a Convenience Class Creditor), may transfer or assign the whole of its Claim after the Creditors' Meeting provided that the Applicant shall not be obligated to make any distributions to any such transferee or assignee or otherwise deal with such transferee or assignee as an Eligible Voting Creditor, in respect thereof unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received and acknowledged by the Monitor in writing. Thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order, this Meeting Order and the Plan, constitute an Eligible Voting Creditor, and shall be bound by any and all notices previously given to the transferor or assignor and steps taken in respect of such Claim.

#### **DISPUTED VOTING CLAIMS**

31. **THIS COURT ORDERS** that the dollar value of a Disputed Voting Claim of an Affected Creditor for voting purposes at the Creditors' Meeting shall be the dollar value of such Disputed Voting Claim as set out in such Affected Creditor's Notice of Revision or Disallowance (as defined in the Claims Procedure Order) previously delivered by the Monitor pursuant to the Claims Procedure Order, without prejudice to the determination of the dollar value of such Affected Creditor's Voting Claim for distribution purposes in accordance with the Claims Procedure Order.

32. **THIS COURT ORDERS** that the Monitor shall keep a separate record of votes cast by Affected Creditors holding Disputed Voting Claims and shall report to the Court with respect thereto at the Sanction Motion.

#### **CONVENIENCE CLASS CLAIM ELECTION**

33. **THIS COURT ORDERS** that any Affected Creditor with one or more Proven Claims in an amount in excess of \$10,000 shall be entitled to elect to receive only \$10,000 and be deemed to vote in favour of the Plan in accordance with paragraph 26 hereof by returning an

executed Convenience Class Claim Declaration to the Monitor prior to the Election/Proxy Deadline.

#### **APPROVAL OF THE PLAN**

34. **THIS COURT ORDERS** that in order to be approved, the Plan must receive an affirmative vote by the Required Majority.

35. **THIS COURT ORDERS** that following the vote at the Creditors' Meeting, the Monitor shall tally the votes and determine whether the Plan has been approved by the Required Majority.

36. **THIS COURT ORDERS** that the results of and all votes provided at the Creditors' Meeting shall be binding on all Affected Creditors, whether or not any such Affected Creditor is present or voting at the Creditors' Meeting.

#### **SANCTION HEARING**

37. **THIS COURT ORDERS** that the Monitor shall provide a report to the Court as soon as practicable after the Creditors' Meeting (the "**Monitor's Report Regarding the Creditors' Meeting**") with respect to:

- (a) the results of voting at the Creditors' Meeting on the Plan Resolution;
- (b) whether the Required Majority has approved the Plan;
- (c) the separate tabulation for Disputed Voting Claims required by paragraph 32 herein; and
- (d) in its discretion, any other matter relating to the Applicant's motion seeking sanction of the Plan.

38. **THIS COURT ORDERS** that an electronic copy of the Monitor's Report Regarding the Creditors' Meeting, the Plan, including any Plan Modifications, and a copy of the materials filed in respect of the Sanction Motion shall be posted on the Website prior to the Sanction Motion.

39. **THIS COURT ORDERS** that in the event the Plan has been approved by the Required Majority, the Applicant may bring the Sanction Motion before this Court on or before October 24, 2016, or such later date as shall be acceptable to the Applicant, the Plan Sponsors and the Monitor as set by this Court upon motion by the Applicant, seeking the Sanction Order.

40. **THIS COURT ORDERS** that service of this Meeting Order by the Applicant to the parties on the Service List, the delivery of the Meeting Materials in accordance with paragraph 9 hereof, posting of the Meeting Materials on the Website in accordance with paragraph 10 hereof, and the publication of the Notice of Creditors' Meeting in accordance with paragraph 11 hereof shall constitute good and sufficient service and notice of the Sanction Motion.

41. **THIS COURT ORDERS** that any Person intending to oppose the Sanction Motion shall (i) file or have filed with the Court a Notice of Appearance and serve such Notice of Appearance on the Service List at least seven (7) days before the date set for the Sanction Motion; and (ii) serve on the Service List a notice setting out the basis for such opposition and a copy of the materials to be used to oppose the Sanction Motion that are available by at least six (6) days before the date set for the Sanction Motion, or such shorter time as the Court, by Order, may allow.

42. **THIS COURT ORDERS** that in the event that the Sanction Motion is adjourned, only those Persons appearing on the Service List as of the date of service shall be served with notice of the adjourned date.

43. **THIS COURT ORDERS** that, subject to any further Order of the Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this

Meeting Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Meeting Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

#### **APPROVAL OF ACTIVITIES**

44. **THIS COURT ORDERS** that the Second Report and the actions, conduct and activities of the Monitor described therein be and are hereby approved.

#### **GENERAL PROVISIONS**

45. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and the Initial Order, shall assist the Applicant in connection with the matters described herein, and is hereby authorized and directed to take such other actions and fulfill such other roles as are contemplated by this Meeting Order.

46. **THIS COURT ORDERS** that the Applicant and the Monitor shall use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms hereunder are completed and executed and the time in which they are submitted and may waive strict compliance with the requirements of this Meeting Order including with respect to the completion, execution and time of delivery of required forms.

47. **THIS COURT ORDERS** that the Monitor may, if necessary, apply to this Court for directions regarding its obligations under this Meeting Order.

48. **THIS COURT ORDERS** that any notice or other communication to be given under this Meeting Order by a Creditor to the Monitor or the Applicant shall be in writing in substantially the form, if any, provided for in this Meeting Order and will be sufficiently given only if given by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or e-mail addressed to:

The Applicant's  
Counsel:

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

Attention: R. Shayne Kukulowicz/ Jane O. Dietrich  
E-mail: skukulowicz@casselsbrock.com/  
jdietrich@casselsbrock.com  
Fax: (416) 640-3207

The Monitor:

Alvarez & Marsal Canada Inc.  
Royal Bank Plaza, South Tower, 200 Bay Street  
Suite 2900  
P.O. Box 22  
Toronto, ON M5J 2J1

Attention: Alan J. Hutchens/ Joshua Nevsky  
E-mail: ahutchens@alvarezandmarsal.com/  
jnevsky@alvarezandmarsal.com  
Fax: (416) 847-5201

With a copy to  
Monitor's Counsel:

Goodmans LLP  
Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7

Attention: L. Joseph Latham/ Jesse Mighton  
E-mail: jlatham@goodmans.ca/ jmighton@goodmans.ca  
Fax: (416) 979-1234

49. **THIS COURT ORDERS** that any such notice or other communication shall be deemed to have been received: (a) if sent by prepaid ordinary mail or registered mail, on the third Business Day after mailing in Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by facsimile transmission or e-mail 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.

50. **THIS COURT ORDERS** that, in the event that the day on which any notice or communication required to be delivered pursuant to this Meeting Order is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.

51. **THIS COURT ORDERS** that if, during any period during which notices or other communications are being given pursuant to this Meeting 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 e-mail in accordance with this Order.

52. **THIS COURT ORDERS** that all references to time in this Meeting Order shall mean prevailing local time in Toronto, Ontario and any references to an event occurring on a Business Day shall mean prior to 5:00 p.m. on the Business Day unless otherwise indicated.

53. **THIS COURT ORDERS** that references to the singular shall include the plural, references to the plural shall include the singular and to any gender shall include the other gender.

54. **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 Meeting Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Meeting 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.

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## SCHEDULE "A"

### NOTICE OF CREDITORS' MEETING 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.

### PLAN OF COMPROMISE AND ARRANGEMENT

NOTICE OF CREDITORS' MEETING
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TO: The Affected Creditors of H.B. White Canada Corp. ("**HBW**")

**NOTICE IS HEREBY GIVEN** that a meeting of the Affected Creditors of HBW will be held on October 17, 2016 at 2:00 p.m. at the offices of Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, Ontario, M5H 2S7 (the "**Creditors' Meeting**") for the following purposes:

1. to consider and, if deemed advisable, to pass, with or without variation, a resolution (the "**Resolution**") approving the Plan of Compromise and Arrangement of HBW pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") dated September ~~12~~18, 2016 (as amended, restated, modified and/or supplemented from time to time in accordance with the terms thereof, the "**Plan**"); and
2. to transact such other business as may properly come before the Creditors' Meeting or any adjournment or postponement thereof.

The Creditors' Meeting is being held pursuant to an order (the "**Meeting Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on September 19, 2016.

Capitalized terms used and not otherwise defined in this Notice have the respective meanings given to them in the Plan.

The Plan contemplates the compromise of Claims of the Affected Creditors. Quorum for the Creditors' Meeting has been set by the Meeting Order as the presence, in person or by Proxy, at the Creditors' Meeting of one Affected Creditor with a Voting Claim.

In order for the Plan to be approved and binding in accordance with the CCAA, the Resolution must be approved by that number of Affected Creditors representing at least a majority in number of Voting Claims, whose Affected Claims represent at least two-thirds in value of the Voting Claims of Affected Creditors who validly vote (in person or by Proxy) on the Resolution at the Creditors' Meeting or were deemed to vote on the Resolution as provided for in the Meeting Order (the "**Required Majority**"). Each Eligible Voting Creditor will be entitled to

one vote at the Creditors' Meeting, which vote will have the value of such person's Voting Claim as determined in accordance with the Claims Procedure Order and the Meeting Order. If approved by the Required Majority, the Plan must also be sanctioned by the Court under the CCAA. Subject to the satisfaction of the other conditions precedent to implementation of the Plan, all Affected Creditors will then receive the treatment set forth in the Plan.

### **Deemed Voting in Favour of the Plan**

Convenience Class Creditors will be deemed to vote in favour of the Plan.

### **Forms and Proxies**

#### **Convenience Class Claim Election**

Affected Creditors with one or more Proven Claims in an amount in excess of \$10,000 may file with the Monitor a Convenience Class Claim Declaration, pursuant to which such Affected Creditor may elect to be treated as a Convenience Class Creditor and receive only the Cash Elected Amount of \$10,000 and shall be deemed thereby to vote in favour of the Plan, prior to 2:00 p.m. (Toronto Time) on October 16, 2016, or 24 hours (excluding Saturdays, Sundays and statutory holidays) prior to any adjourned, postponed or rescheduled Creditors' Meeting, or deposit such Convenience Class Claim Declaration with the Chair at the Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) immediately prior to the vote at the time specified by the Chair (the "**Election/Proxy Deadline**").

#### **Proxy Form**

**An Affected Creditor may attend at the Creditors' Meeting in person or may appoint another person as its proxyholder by inserting the name of such person in the space provided in the form of Proxy provided to Affected Creditors by the Monitor, or by completing another valid form of Proxy. Persons appointed as proxyholders need not be Affected Creditors.**

In order to be effective, proxies must be received by the Monitor at Alvarez & Marsal Canada Inc., 200 Bay Street, Suite 2900, P.O. Box 22, Toronto, ON M5I 2J1 (Attention: Joshua Nevsky), facsimile: 416.847.5201, email: [monitor.hbwhite@alvarezandmarsal.com](mailto:monitor.hbwhite@alvarezandmarsal.com), prior to the Election/Proxy Deadline.

If an Affected Creditor (other than those who are deemed to vote in favour of the Plan as set out above) specifies a choice with respect to voting on the Resolution on a Proxy, the Proxy will be voted in accordance with the specification so made. **In absence of such specification, a Proxy will be voted FOR the Resolution provided that the proxyholder does not otherwise exercise its right to vote at the Creditors' Meeting.**

**NOTICE IS ALSO HEREBY GIVEN** that if the Plan is approved by the Required Majority at the Creditors' Meeting, HBW intends to bring a motion before the Court on October 24, 2016 at 10:00 a.m. (Toronto time) at the Court located at 330 University Avenue, Toronto, Ontario M5G 1R8. The motion will be seeking the granting of the Sanction Order sanctioning the Plan under the CCAA and for ancillary relief consequent upon such sanction. Any Affected Creditor that wishes to appear or be represented, and to present evidence or arguments, at such Court hearing must file with the Court a Notice of Appearance and serve such Notice of Appearance on the Service List at least seven (7) days before such Court hearing. Any Affected Creditor

that wishes to oppose the relief sought at such Court hearing shall serve on the Service List a notice setting out the basis for such opposition and a copy of the materials to be used at such hearing at least six (6) days before the date set for such hearing, or such shorter time as the Court, by Order, may allow. A copy of the Service List may be obtained by contacting the Monitor at the particulars set out above or from the Monitor's website set out below.

This Notice is given by HBW pursuant to the Meeting Order.

You may view copies of the documents relating to this process on the Monitor's website at [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite).

DATED this ● day of ●, 2016.

**SCHEDULE "B"**

**FORM OF PROXY**

**PROXY AND INSTRUCTIONS**

**FOR AFFECTED CREDITORS IN THE MATTER OF THE PROPOSED**

**PLAN OF COMPROMISE AND ARRANGEMENT OF**

**H.B. WHITE CANADA CORP.**

**MEETING OF AFFECTED CREDITORS**

to be held pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on September 19, 2016 (the "**Meeting Order**") in connection with the Plan of Compromise and Arrangement of H.B. White Canada Corp. ("**HBW**") dated September ~~12~~, 18, 2016 (as amended, restated, modified and/or supplemented from time to time, the "**Plan**")

on October 17, 2016 at 2:00 p.m. (Toronto time) at

**GOODMANS LLP  
COUNSEL TO THE MONITOR OF H.B. WHITE CANADA CORP.**

**333 Bay Street  
Suite 3400  
Toronto, ON M5H 2S7**

and at any adjournment, postponement or other rescheduling thereof (the "**Creditors' Meeting**")

PLEASE COMPLETE, SIGN AND DATE THIS PROXY AND (I) RETURN IT TO ALVAREZ & MARSAL CANADA INC. BY 2:00 P.M. (TORONTO TIME) ON OCTOBER 16, 2016, OR 24 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND STATUTORY HOLIDAYS) PRIOR TO ANY ADJOURNED, POSTPONED OR RESCHEDULED CREDITORS' MEETING, OR (II) DEPOSIT THIS PROXY WITH THE CHAIR AT THE CREDITORS' MEETING (OR ANY ADJOURNMENT, POSTPONEMENT OR OTHER RESCHEDULING THEREOF) IMMEDIATELY PRIOR TO THE VOTE AT THE TIME SPECIFIED BY THE CHAIR (THE "**ELECTION/PROXY DEADLINE**"). PLEASE RETURN OR DEPOSIT YOUR ORIGINAL PROXY SO THAT IT IS ACTUALLY RECEIVED BY THE MONITOR OR THE CHAIR ON OR BEFORE THE ELECTION/PROXY DEADLINE.

Please use this Proxy form if you do not wish to attend the Creditors' Meeting to vote in person but wish to appoint a proxyholder to attend the Creditors' Meeting, vote your Voting Claim to

accept or reject the Plan and otherwise act for and on your behalf at the Creditors' Meeting and any adjournment(s), postponement(s) or rescheduling(s) thereof.

The Plan is included in the Meeting Materials delivered by the Monitor to all Affected Creditors, copies of which you have received. All capitalized terms used but not defined in this Proxy shall have the meanings ascribed to such terms in the Plan.

You should review the Plan before you vote. In addition, on September 19, 2016, the Court issued the Meeting Order establishing certain procedures for the conduct of the Creditors' Meeting, a copy of which is included in the Meeting Materials. The Meeting Order contains important information regarding the voting process. Please read the Meeting Order and the instructions sent with this Proxy prior to submitting this Proxy.

If the Plan is approved by the Required Majority and is sanctioned by the Court, it will be binding on you whether or not you vote.

**Convenience Class Creditors do not need to complete or return a Proxy as they are deemed to vote in favour of the Plan pursuant to the Meeting Order and the Plan.**

### **APPOINTMENT OF PROXYHOLDER AND VOTE**

By checking one of the two boxes below, the undersigned Affected Creditor hereby revokes all proxies previously given and nominates, constitutes and appoints either (*if no box is checked, the Monitor will act as your proxyholder*):

- ☐ \_\_\_\_\_, or
- ☐ a representative of Alvarez & Marsal Canada Inc. in its capacity as Monitor of HBW

as proxyholder, with full power of substitution, to attend, vote and otherwise act for and on behalf of the undersigned at the Creditors' Meeting and at adjournment(s), postponement(s) and rescheduling(s) thereof, and to vote the amount of the Affected Creditors' Voting Claim. Without limiting the generality of the power hereby conferred, the person named as proxyholder is specifically directed to vote as shown below. The person named as proxyholder is also directed to vote at the proxyholder's discretion and otherwise act for and on behalf of the undersigned with respect to any amendments or variations to the Plan and to any matters that may come before the Creditors' Meeting or at any adjournment, postponement or rescheduling thereof and to vote the amount of the Affected Creditor's Voting Claim as follows (*mark only one*):

- ☐ Vote **FOR** the approval of the Plan, or
- ☐ Vote **AGAINST** the approval of the Plan

**Please note that if no specification is made above, the Affected Creditor will be deemed to have voted FOR approval of the Plan at the Creditors' Meeting provided the Affected Creditor does not otherwise exercise its right to vote at the Creditors' Meeting.**

**DATED** at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

### **AFFECTED CREDITOR'S SIGNATURE:**

\_\_\_\_\_  
(Print Legal Name of Affected Creditor)

\_\_\_\_\_  
(Print Legal Name of Assignee, if applicable)

\_\_\_\_\_  
(Signature of the Affected Creditor/Assignee or an Authorized Signing Officer of the Affected Creditor/Assignee)

\_\_\_\_\_  
(Print Name and Title of Authorized Signing Officer of the Affected Creditor/Assignee, if applicable)

\_\_\_\_\_  
(Mailing Address of the Affected Creditor/Assignee)

\_\_\_\_\_  
(Telephone Number and E-mail of the Affected Creditor/Assignee or Authorized Signing Officer of the Affected Creditor/Assignee)

**YOUR PROXY MUST BE RECEIVED (I) BY THE MONITOR AT THE ADDRESS LISTED BELOW OR (II) BY THE CHAIR AT THE CREDITORS' MEETING BEFORE THE ELECTION/PROXY DEADLINE.**

**ALVAREZ & MARSAL CANADA INC.  
MONITOR OF H.B. WHITE CANADA CORP.**

**200 Bay Street  
Suite 2900  
P.O. Box 22  
Toronto, ON M5J 2J1**

**Attention: Joshua Nevsky  
Facsimile: (416) 847-5201  
E-mail: [monitor.hbwhite@alvarezandmarsal.com](mailto:monitor.hbwhite@alvarezandmarsal.com)**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS PROXY OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL COPY OR ADDITIONAL COPIES OF THE ENCLOSED MATERIALS, PLEASE CONTACT THE MONITOR AT [monitor.hbwhite@alvarezandmarsal.com](mailto:monitor.hbwhite@alvarezandmarsal.com) OR VISIT THE MONITOR'S WEBSITE AT [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite).**

## INSTRUCTIONS FOR COMPLETION OF PROXY

1. All capitalized terms used but not defined in this Proxy shall have the meanings ascribed to such terms in the Plan of Compromise and Arrangement of H.B. White Canada Corp. (“HBW”) dated September ~~12~~, 18, 2016 (the “Plan”), a copy of which you have received.
2. The aggregate amount of your Claim in respect of which you are entitled to vote (your “**Voting Claim**”) shall be your Proven Claim, or with respect to a Disputed Claim, the amount as determined by the Monitor to be your Voting Claim in accordance with the Claims Procedure Order and the Meeting Order.
3. Check the appropriate box to vote for or against the Plan. **If you do not check either box, you will be deemed to have voted FOR approval of the Plan provided you do not otherwise exercise your right to vote at the Creditors’ Meeting.**
4. Each Affected Creditor who has a right to vote at the Creditors’ Meeting has the right to appoint a person (who need not be an Affected Creditor) to attend, act and vote for and on behalf of the Affected Creditor and such right may be exercised by inserting in the space provided the name of the person to be appointed, or to select a representative of the Monitor as its proxyholder. If no proxyholder is selected, the Affected Creditor will be deemed to have appointed any officer of Alvarez & Marsal Canada Inc., in its capacity as Monitor, or such other person as Alvarez & Marsal Canada Inc. may designate, as proxyholder of the Affected Creditor, with power of substitution, to attend on behalf of and act for the Affected Creditor at the Creditors’ Meeting to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling thereof.
5. Please read and follow these instructions carefully. Your completed Proxy must actually be received (i) by the Monitor at Alvarez & Marsal Canada Inc., Monitor of HBW, 200 Bay Street, Suite 2900, P.O. Box 22, Toronto, ON M5J 2J1 (Attention: Joshua Nevsky), facsimile: 416.847.5201, email: [monitor.hbwhite@alvarezandmarsal.com](mailto:monitor.hbwhite@alvarezandmarsal.com) prior to 2:00 p.m. (Toronto time) on October 16, 2016 or 24 hours (excluding Saturdays, Sundays and statutory holidays) which is the Election/Proxy Deadline, prior to the time of any adjournment, postponement or rescheduling of the Creditors’ Meeting or (ii) by the Chair at the Creditors’ Meeting (or any adjournment, postponement or rescheduling thereof) immediately prior to the vote at the time specified by the Chair (the “**Election/Proxy Deadline**”). If your Proxy is not received by the Election/Proxy Deadline, unless such time is extended, your Proxy will not be counted.
6. Sign the Proxy - your original signature is required on the Proxy to appoint a proxyholder and vote at the Creditors’ Meeting. If you are completing the proxy as a duly authorized representative of a corporation or other entity, indicate your relationship with such corporation or other entity and the capacity in which you are signing, and if subsequently requested, provide proof of your authorization to so sign. In addition, please provide your name, mailing address, telephone number and e-mail address.
7. If you need additional Proxies, please immediately contact the Monitor.
8. If multiple Proxies are received from the same person with respect to the same Claims prior to the Election/Proxy Deadline, the latest dated, validly executed Proxy timely received will supersede and revoke any earlier received Proxy. However, if a holder of Claims casts Proxies received by the Monitor dated with the same date, but which are



voted inconsistently, such Proxies will not be counted. If a Proxy is not dated in the space provided, it shall be deemed dated as of the date it is received by the Monitor.

9. If an Affected Creditor (other than a Convenience Class Creditor) validly submits a Proxy to the Monitor and subsequently attends the Creditors' Meeting and votes in person inconsistently, such Affected Creditor's vote at the Creditors' Meeting will supersede and revoke the earlier received Proxy.
10. Proxies may be accepted for purposes of an adjourned, postponed or other rescheduled Creditors' Meeting if received by the Monitor by the Election/Proxy Deadline.
11. Any Proxy that is illegible or contains insufficient information to permit the identification of the claimant will not be counted.
12. After the Election/Proxy Deadline, no Proxy may be withdrawn or modified, except by an Affected Creditor voting in person at the Creditors' Meeting, without the prior consent of the Monitor and HBW.
13. If you are an Affected Creditor with one or more Proven Claims in an amount in excess of Cdn\$10,000, you may elect to receive the Cash Elected Amount in full and final satisfaction of your Affected Claims by completing the Convenience Class Claim Election contained in the Meeting Materials you received from the Monitor. If you elect to receive the Cash Elected Amount, you will be deemed to have voted in favour of the Plan and do not need to complete this Proxy.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS PROXY OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL COPY OR ADDITIONAL COPIES OF THE ENCLOSED MATERIALS, PLEASE CONTACT THE MONITOR AT [monitor.hbw@alvarezandmarsal.com](mailto:monitor.hbw@alvarezandmarsal.com) OR VISIT THE MONITOR'S WEBSITE AT [www.alvarezandmarsal.com/hbwhite](http://www.alvarezandmarsal.com/hbwhite).**

## SCHEDULE "C"

### FORM OF CONVENIENCE CLASS CLAIM DECLARATION

**TO: ALVAREZ & MARSAL CANADA INC., in its capacity as Monitor of H.B. White Canada Corp.**

In connection with the Plan of Compromise and Arrangement of H.B. White Canada Corp. pursuant to the *Companies' Creditors Arrangement Act* (Canada) dated September ~~12~~, 18, 2016 (as amended, restated, modified and/or supplemented from time to time, the "**Plan**"), the undersigned hereby elects to be treated as a Convenience Class Creditor and thereby to receive the Cash Elected Amount of \$10,000 in full and final satisfaction of the Proven Claim(s) of the undersigned, and hereby acknowledges that the undersigned shall be deemed to vote its Voting Claim(s) in favour of the Plan at the Creditors' Meeting.

For the purposes of this election, terms not defined herein shall have the meanings ascribed thereto in the Plan.

**DATED** at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

#### AFFECTED CREDITOR'S SIGNATURE:

\_\_\_\_\_  
(Print Legal Name of Affected Creditor)

\_\_\_\_\_  
(Print Legal Name of Assignee, if applicable)

\_\_\_\_\_  
(Signature of the Affected Creditor/Assignee or an Authorized Signing Officer of the Affected Creditor/Assignee)

\_\_\_\_\_  
(Print Name and Title of Authorized Signing Officer of the Affected Creditor/Assignee, if applicable)

\_\_\_\_\_  
(Mailing Address of the Affected Creditor/Assignee)

\_\_\_\_\_  
(Telephone Number and E-mail of the Affected Creditor/Assignee or Authorized Signing Officer of the Affected Creditor/Assignee)

## SCHEDULE "D"

### FORM OF RESOLUTION

#### BE IT RESOLVED THAT:

1. The Plan of Compromise and Arrangement of H.B. White Canada Corp. ( "HBW") pursuant to the *Companies' Creditors Arrangement Act* (Canada) dated September ~~12, 18,~~ 2016 (the "Plan"), which Plan has been presented to this meeting ~~and which is substantially in the form attached as Exhibit "A" to the Affidavit of Philip J. Gund sworn September 12, 2016~~ (as such Plan may be amended, restated, supplemented and/or modified as provided for in the Plan) be and it is hereby accepted, approved, agreed to and authorized; and
2. any director or officer of each of HBW be and is hereby authorized and directed, for and on behalf of HBW (whether under its respective corporate seal or otherwise), to execute and deliver, or cause to be executed and delivered, any and all documents and instruments and to take or cause to be taken such other actions as he or she may deem necessary or desirable to implement this resolution and the matters authorized hereby, including the transactions required by the Plan, such determination to be conclusively evidenced by the execution and delivery of such documents or other instruments or the taking of any such actions.

**SCHEDULE "E"**

Plan of Compromise and Arrangement of H.B. White Canada Corp.

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

**MEETING ORDER**

**Cassels Brock & Blackwell LLP**

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Toronto, ON M5H 3C2

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*Lawyers for H. B. White Canada Corp.*



Document comparison by Workshare Compare on Sunday, September 18, 2016  
1:34:16 PM

Input:	
Document 1 ID	interwovenSite://CASSELS-DMS/Legal/26374359/13
Description	#26374359v13<Legal> - Meeting Order- HBW Plan Approval
Document 2 ID	interwovenSite://CASSELS-DMS/Legal/26374359/14
Description	#26374359v14<Legal> - HBW Meeting Order- Sept 18
Rendering set	Standard

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Inserted cell	
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Moved cell	
Split/Merged cell	
Padding cell	

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Deletions	36
Moved from	1