

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

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

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

(the "Applicant")

**MOTION RECORD  
Returnable September 19<sup>th</sup>, 2016  
(Meeting Order)**

September 12, 2016

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# INDEX

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

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

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

**I N D E X**

<b>DOCUMENT</b>	<b>TAB</b>
Notice of Motion	1
Draft Meeting Order	A
Affidavit of Philip J. Gund sworn September 12, 2016	2
Exhibit "A" – Plan	A
Exhibit "B" – Initial Order dated July 7, 2016	B
Exhibit "C" – Claims Procedure Order dated July 7, 2016	C

# TAB 1



**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

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

(the "**Applicant**")

**NOTICE OF MOTION  
(Meeting Order)  
(Returnable September 19, 2016)**

The Applicant will make a Motion before a Judge of the Ontario Superior Court of Justice, (Commercial List) (the "**Court**"), on Monday, September 19, 2016 at 10:00 a.m., or as soon after that time as the Motion can be heard at the court house, 330 University Avenue, Toronto, Ontario, M5G 1R7.

**PROPOSED METHOD OF HEARING:** The Motion is to be heard orally.

**THIS MOTION IS FOR:**

1. An Order substantially in the form attached hereto as Schedule "A" (the "**Meeting Order**"), *inter alia*,
  - (a) if necessary, abridging the time for service of the Notice of Motion and the Motion Record herein and, if necessary, validating service thereof;
  - (b) accepting the filing of a Plan of Compromise and Arrangement in respect of the Applicant dated September 12, 2016 (the "**Plan**");

- (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, and approving the procedures to be followed with respect to the Creditors' Meeting;
  - (e) setting the date for the hearing of the Applicant's motion seeking sanction of the Plan should the Plan be approved by the required majority of Affected Creditors at the Creditors' Meeting;
  - (f) 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; and
2. such further and other relief as this Honourable Court may deem just.

**THE GROUNDS FOR THIS MOTION ARE:**

- (a) The Applicant was granted protection from its creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") pursuant to an Initial Order of the Court dated July 7, 2016 (the "**Initial Order**");
- (b) Pursuant to the Initial Order, Alvarez & Marsal Canada Inc. was appointed by the Court as monitor of the Applicant;
- (c) Capitalized terms not otherwise defined in this Affidavit have the meaning given to them in the Plan;

- (d) The Applicant, with the support of WCI and IEA, as Plan Sponsors, has developed the Plan to present to the Affected Creditors;
- (e) The Plan is consistent with and as contemplated by the Settlement and Support Agreements;
- (f) The Plan contemplates that a single class of Affected Creditors will consider and vote on the Plan;
- (g) Construction Lien Creditors are unaffected under the Plan in respect of and to the extent of such Creditors' Proven Construction Lien Claims and therefore will not vote on the Plan in respect of such Construction Lien Claims. Any Construction Lien Creditor in respect of the CLLSP Facility whose Proven Claim exceeds the CLLSP Pro Rata Construction Lien Share of the holdback will be entitled to vote as a General Unsecured Creditor in respect of their CLLSP Construction Lien Deficiency Claim. In order to receive a distribution under the Plan, the Construction Lien Creditors will be deemed to consent to, among other things, the return to the Northland Parties of any security posted by the Northland Parties to vacate the registration of liens and to the discharge of all Construction Lien Claims; and
- (h) The Applicant proposes that the Creditors' Meeting will be held at the offices of the Monitor's Counsel on October 17, 2016.

## Background

3. Prior to filing the CCAA application, the Applicant, WCI and IEA (collectively, "**HBW Parties**"), entered into the Settlement and Support Agreements with the Northland Parties providing for resolution of the claims between the HBW Parties and the Northland Parties.

4. As contemplated in the Settlement and Support Agreements, the Applicant sought protection under the CCAA to propose a plan of compromise which would implement the settlement in the Settlement and Support Agreements, facilitate the *pro rata* payment of construction lien claims from "holdback" funds, compromise unsecured claims (including lien deficiency claims) against the Applicant, and allow the Applicant to emerge from these proceedings to continue to provide warranty and repair services to certain existing customers.

5. In an effort to maximize creditor recoveries, the Applicant has worked closely with the Monitor to develop the Plan.

6. If approved, sanctioned and implemented, the Plan will:

- (a) implement the settlement negotiated with the Northland Parties pursuant to the Settlement and Support Agreements;
- (b) provide a structured and efficient method to effect payment of the Proven Construction Lien Claims in accordance with the Settlement and Support Agreements;
- (c) affect a compromise, settlement and payment of all Proven Claims;
- (d) allow the Applicant to reorganize and continue to provide certain ongoing warranty services to its remaining customers; and

- (e) release all claims against the Plan Sponsors and the Directors and Officers of HBW and the rest of the IEA Group to permit WCI to continue operations, having limited its liability to WCI pursuant to the Wind-Up Claim.

### **Meeting Order**

- 7. In advance of the Creditors' Meeting, it is necessary to establish procedures for the calling and conduct of the Creditors' Meeting;
- 8. As noted above, the Meeting Order provides that, for the purposes of considering and voting on the Plan, the Affected Creditors will constitute a single class;
- 9. The proposed Meeting Order also provides for, among other things:
  - (a) comprehensive notification of the Creditors' Meeting to the Affected Creditors;
  - (b) procedures for the conduct of the Creditors' Meeting, including that a representative of the Monitor will preside as the Chair of the Creditors' Meeting and, subject to any further Order of this Court, will decide all matters relating to the conduct of the Creditors' Meeting;
  - (c) the voting procedures at the Creditors' Meeting, including that the Chair will direct a vote on the Resolution to approve the Plan (and any amendments or variations thereto that the Applicant, with the consent of the Monitor, has made and filed);
  - (d) the mechanisms for valuing Claims for voting and distribution purposes;
  - (e) the process by which the Monitor will keep a separate record of votes cast by Affected Creditors holding Disputed Voting Claims;

- (f) the requirements for approval of the Plan, including that the Plan must receive an affirmative vote by the Required Majority;
  - (g) the process and requirements for assigning claims; and
  - (h) the ability of the Applicant, with the consent of the Monitor, to make amendments to the Plan;
10. The Monitor is supportive of the relief sought in this motion;
11. The Meeting Order and Plan comply with the provisions of the CCAA;
12. Those grounds as set out in the Affidavit of Philip J. Gund sworn September 12, 2016 the exhibits thereto (the “**Gund Affidavit**”);
13. Those further grounds set out in the Second Report of the Monitor, to be filed, and the appendices thereto;
14. The provisions of the CCAA and the inherent and equitable jurisdiction of this Court;
15. Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
16. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of this Motion:

- (a) the Gund Affidavit and the exhibits attached thereto;
- (b) the Second Report of the Monitor, to be filed; and

- (c) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

September 12, 2016

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TAB A



**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**"); (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, 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 ●, sworn ●, 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 (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

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, 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 M5L 2J1 (Attention: Joshua Nevsky), facsimile: 416.847.5201, email: 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, 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, 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 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.**

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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, 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:**

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(Print Legal Name of Affected Creditor)

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(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, 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.

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.

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

Proceeding commenced at Toronto

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**MEETING ORDER**

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**Cassels Brock & Blackwell LLP**

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

---

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

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**NOTICE OF MOTION  
(RETURNABLE SEPTEMBER 19, 2016)  
(Meeting Order)**

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**Cassels Brock & Blackwell LLP**

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Lawyers for H.B. White Canada Corp.

**TAB 2**

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

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

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

(the "**Applicant**")

AFFIDAVIT OF PHILIP J. GUND  
SWORN SEPTEMBER 12, 2016

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

1. I am a senior managing director of Ankura Consulting Group, LLC ("**Ankura**"), the Court-appointed Chief Restructuring Organization in these proceedings (the "**CCAA Proceedings**"). As such, I have personal knowledge of the facts to which I depose, except where I have indicated that I have obtained facts from other sources, in which case I verily believe those facts to be true.

2. This affidavit is sworn in support of a motion brought by H.B. White Canada Corp. ("**HBW**" or the "**Applicant**") for an order pursuant to the *Companies' Creditors Arrangement Act* (Canada), as amended (the "**CCAA**"), *inter alia*:

- (a) if necessary, abridging the time for service of the Notice of Motion and the Motion Record herein and validating service thereof;
- (b) accepting the filing of a Plan of Compromise and Arrangement in respect of the Applicant dated September 12, 2016 (the "**Plan**");
- (c) authorizing the Applicant to establish one class of Affected Creditors for the purpose of considering and voting on the Plan (the "**Affected Creditors Class**");
- (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, and approving the procedures to be followed with respect to the Creditors' Meeting; and

- (e) setting the date for the hearing of the Applicant's motion seeking sanction of the Plan, should the Plan be approved by the required majority of Affected Creditors at the Creditors' Meeting.

### **OVERVIEW OF THE PLAN**

3. The Applicant, with the support of WCI and IEA (both as defined below), as Plan Sponsors, has developed the Plan to present to the Affected Creditors. A copy of the Plan is attached as Exhibit "A". Capitalized terms not otherwise defined in this Affidavit have the meaning given to them in the Plan. All monetary amounts expressed herein are in Canadian Dollars.

4 The HBW Parties entered into the Settlement and Support Agreements with one of their major customers, Northland Power Inc. and certain of its affiliates (collectively the "**Northland Parties**"). The Northland Parties have asserted significant litigation claims against the HBW Parties, which claims are, by far, the largest Claims in these proceedings. The Plan is consistent with and as contemplated by the Settlement and Support Agreements.

5. The Plan contemplates that a single class of Affected Creditors will consider and vote on the Plan. The Applicant proposes that the Creditors' Meeting will be held at the offices of the Monitor's counsel, Goodmans LLP, at 333 Bay Street, Suite 3400, Toronto, ON on October 17, 2016 at 2:00 p.m.

6. If approved, sanctioned and implemented, the Plan will:

- (a) implement the settlement negotiated with the Northland Parties pursuant to the Settlement and Support Agreements;
- (b) provide a structured and efficient method to effect payment of the Proven Construction Lien Claims;
- (c) affect a compromise, settlement and payment of all Proven Claims;
- (d) allow the Applicant to reorganize and continue to provide certain ongoing warranty services to its remaining customers; and

- (e) release all claims against the Plan Sponsors and certain other parties to permit WCI to continue operations, having limited its liability to HBW pursuant to the Wind-Up Claim.

7. The Plan is being put forward by the Applicant in the expectation that all Persons with an economic interest in the Applicant will derive a greater benefit from the implementation of the Plan than would result from a bankruptcy.

8. Under the Plan:

- (a) On the Initial Distribution Date, the Convenience Class Creditors will receive the lesser of: (a) 100% of their Proven Claims and (b) \$10,000;<sup>1</sup>
- (b) On the Initial Distribution Date, the Northland Parties (or their designee) excluding MMWF, will receive \$6,000,000, consistent with the BFW/CLLSP Settlement and Support Agreement, representing less than 4% of their asserted claims against HBW as found in the Claims Process;
- (c) MMWF will waive any distribution pursuant to the Plan in respect of the MMWF Claim pursuant to the MMWF Settlement and Support Agreement;
- (d) On the Initial Distribution Date, each General Unsecured Creditor with a Proven Claim who has complied with the terms of this Plan, will receive such Creditor's Initial Pro Rata Share of the Unsecured Creditor Pool (being the amount of \$2,500,000 less distributions made to Convenience Class Creditors) in respect of its Proven Claim;
- (e) On the Initial Distribution Date, each Proven BFW Construction Lien Creditor will receive 100% of its Proven BFW Construction Lien Claims from the BFW Holdback Pool;
- (f) On the Initial Distribution Date, the Vetting Committee Fees will be paid from the CLLSP Holdback Pool;

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<sup>1</sup> Affected Creditors with Proven Claims less than or equal to \$10,000 in the aggregate will be treated as Convenience Class Creditors and will receive a cash distribution of 100% of their Proven Claims on the Implementation Date. Affected Creditors with Proven Claims in excess of \$10,000 may elect to be treated for all purposes as Convenience Class Creditors, and, if they so elect, will each be entitled to a cash distribution of \$10,000.



- (g) On the Initial Distribution Date, each Proven CLLSP Construction Lien Creditor will receive its CLLSP Initial Pro Rata Construction Lien Share of the CLLSP Holdback Pool with any excess amount of such creditor's claim after distribution of the entire CLLSP Holdback Pool, being a CLLSP Construction Lien Deficiency Claim that is treated as a General Unsecured Claim; and
  - (h) Any amounts pertaining to Disputed Distribution Claims or Disputed Construction Lien Claims will be held in separate reserve accounts, as discussed in detail below, until such Claims are resolved and, when resolved, will be paid out in accordance with the Plan.
9. On or before October 3, 2016, the Monitor will serve a separate report providing the Monitor's further analysis of the Plan on the Service List, including an illustrative estimated range of recovery analysis for Affected Creditors. The recovery analysis will necessarily be preliminary and estimated as there remain numerous Claims that have not yet been finalized for distribution purposes.
10. As described below, an essential component of the Plan is the involvement of WCI and IEA as Plan Sponsors. The Plan Sponsors will provide Cash necessary to make the distributions provided to Affected Creditors and will provide all the funding for the Unsecured Creditor Pool and the Northland Claims Pool. The Plan Sponsors (or HBW, to the extent there is available cash flow) will also provide the funding for the Administrative Reserve.
11. In consideration for the financial contributions of the Plan Sponsors, the Plan provides that the HBW Released Parties, including the Plan Sponsors and Directors and Officers of HBW and the rest of the IEA Group (collectively, the "**HBW Released Parties**"), will receive a full and final release of all matters relating to the Applicant. The Applicant believes that it is appropriate to include the release in favour of the HBW Released Parties, since their contributions under the Plan will result in materially higher and significantly accelerated recoveries for the Affected Creditors.

## **BACKGROUND**

12. HBW is a Nova Scotia unlimited liability company and its sole member is White Construction, Inc. ("**WCI**"), an Indiana corporation. Both HBW and WCI are indirect subsidiaries of Infrastructure and Energy Alternatives, LLC ("**IEA**"), a Delaware limited liability company. IEA, through its subsidiaries (collectively with IEA, the "**IEA Group**"), owns an integrated portfolio of

companies focused on the development, construction and maintenance of energy and other infrastructure projects.

13. As described in detail in my first affidavit in the CCAA Proceedings, prior to filing the CCAA application, the Applicant, WCI and IEA (collectively, the "**HBW Parties**"), entered into Settlement and Support Agreements with the Northland Parties providing for resolution of the claims between the HBW Parties and the Northland Parties including MMWF, which claims had been the subject of extensive arbitration.

14. As contemplated by the Settlement and Support Agreements, the Applicant sought protection under the CCAA to propose a plan of compromise which would implement the settlement in the Settlement and Support Agreements, facilitate the pro rata payment of construction lien claims from "holdback" funds, compromise unsecured claims (including construction lien deficiency claims) against the Applicant and allow the Applicant to emerge from these proceedings to continue to provide warranty and repair services to certain existing customers.

15. The Applicant was granted protection from its creditors under the CCAA pursuant to the Initial Order. A copy of the Initial Order is annexed hereto as Exhibit "**B**".

16. On July 7, 2016, the Court approved an order (the "**Claims Procedure Order**") establishing a procedure for the identification and quantification of certain claims against the Applicant in order to determine the voting and distribution rights of affected creditors under the Plan (the "**Claims Process**"). A copy of the Claims Procedure Order is annexed hereto as Exhibit "**C**". The Claims Bar Date (as defined in the Claims Procedure Order) was August 22, 2016. The Monitor and the Applicant have worked closely since the Claims Bar Date to review the filed proofs of claim and reconcile the information against the Applicant's books and records.

## **THE PLAN**

17. The Plan includes the following key elements, among others:

- (a) Three (3) business days prior to the Plan Implementation Date the Plan Sponsors will transfer sufficient Cash to establish the Northland Claims Pool and the Unsecured Creditor Pool;

- (b) Within one day of the entry of the Sanction Order, the Northland Parties will transfer certain Lien Holdback Amounts to establish the BFW Holdback Pool and the CLLSP Holdback Pool;
- (c) General Unsecured Creditors with Proven Claims of less than \$10,000 will be deemed to be "Convenience Class Creditors" and vote in favour of the Plan. General Unsecured Creditors with Proven Claims in excess of \$10,000 may elect to be treated for all purposes as Convenience Class Creditors;
- (d) Distributions will be made to Affected Creditors, as further described below;
- (e) Distributions will be made in respect of Proven Construction Lien Claims (including payment in full of all BFW Construction Lien Claims that are Proven Claims), with any remaining deficiency claim in respect of the CLLSP Facility being treated as a General Unsecured Claim, as further described below;
- (f) The Directors' Charge, DIP Lender's Charge and Administration Charge, will be discharged against all property other than the Administrative Reserve;
- (g) Members of the IEA Group, including the respective Officers and Directors of HBW and other members of the IEA Group, and others, will be released and discharged from all Claims, including any Claims based on any occurrence taking place before the Plan Filing Date, and the Monitor, and others, will be released and discharged from all Claims, including any Claims based on any occurrence taking place before the Plan Implementation Date; and
- (h) The Northland Parties and other third parties will also be released and discharged from all Claims, including Claims that are in any way relating to, among other things, the Construction Lien Claims.

#### **Distributions under the Plan**

18. On the Initial Distribution Date, payments will be made as follows:
- (a) to each Convenience Class Creditor in an amount equal to the lesser of \$10,000 or the amount of their Proven Claim;

- (b) to the Northland Parties (or their designee) excluding MMWF, an amount of \$6,000,000;
- (c) to General Unsecured Creditors with Proven Claims from the Remaining Unsecured Creditor Pool in an amount equal to their Initial Pro Rata Share;
- (d) to Proven BFW Construction Lien Creditors who have provided required domestic content documentation, from the BFW Holdback Pool in an amount equal to their Proven BFW Construction Lien Claim; and
- (e) to the Vetting Committee for the Vetting Committee Fees, from the CLLSP Holdback Pool
- (f) to Proven CLLSP Construction Lien Creditors, who have provided required domestic content documentation, from the CLLSP Holdback Pool in an amount equal to the CLLSP Initial Pro Rata Construction Lien Share and any CLLSP Construction Lien Deficiency Claims shall be treated as General Unsecured Claims.

19. On the Implementation Date, the Disputed Distribution Claims Reserve will be established until the Disputed Distribution Claims, if any, become Proven Claims in accordance with the Claims Procedure Order.

20. In addition, on the Implementation Date, the Disputed BFW Construction Lien Claims Reserve and the Disputed CLLSP Construction Lien Claims Reserve will be established for the benefit of the BFW Construction Lien Creditors and the CLLSP Construction Lien Creditors until the final determination of their Claims.

21. All distributions or payments to be made under the Plan are conditional on the receipt of documentation from a Governmental Entity authorizing the Monitor to make the distributions or payments without any liability in respect of the ITA, Excise Tax Act, and any other legislation pertaining to Taxes. In the event the Monitor does not receive such documentation by October 17, 2016, the Applicant will seek further directions from the Court to amend the Plan to provide that the distributions and other payments contemplated in the Plan could be made by a person other than the Monitor.

## Resolution of Disputed Distribution Claims and Disputed Construction Lien Claims

22. From and after the Initial Distribution Date, as frequently as the Monitor may determine, distributions will be made to:

- (a) General Unsecured Claims: Each General Unsecured Creditor with a Disputed Distribution Claim that has become a Proven Claim in whole or in part, an amount of Cash from the Disputed Distribution Claims Reserve Account equal to the aggregate amount of all distributions such General Unsecured Creditor would have otherwise already received pursuant to the Plan had its Disputed Distribution Claim been a Proven Claim as of the Initial Distribution Date. Any remaining balance in the Disputed Distribution Claims Reserve Account relating to such Creditor's Disputed Claim will be deposited in the Unsecured Creditor Pool to be distributed to the remaining Affected Creditors in respect of their Proven Claims. Finally, once all Disputed Distribution Claims have been resolved, if there is any Cash remaining in the Unsecured Creditor Pool, the Monitor shall, on the Final Distribution Date make a further and final distribution to the General Unsecured Creditors with Proven Claims equal to such Creditor's Pro Rata Share;
- (b) Disputed BFW Construction Lien Claims: Each BFW Construction Lien Creditor with a Disputed BFW Construction Lien Claim that has become a Proven BFW Construction Lien Claim in whole or in part, an amount of Cash from the Disputed BFW Construction Lien Claims Reserve Account equal to the amount of such Proven BFW Construction Lien Claim. Any remaining balance in the BFW Disputed Construction Lien Reserve Account following such distributions will be deposited in the BFW Holdback Pool. Finally, once all Disputed BFW Construction Lien Claims have been resolved, if there is any Cash remaining in the BFW Holdback Pool, the Monitor shall, return such funds to NPI;
- (c) Disputed CLLSP Construction Lien Claims: Each CLLSP Construction Lien Creditor with a Disputed CLLSP Construction Lien Claim that has become a Proven CLLSP Construction Lien Claim in whole or in part, an amount of Cash from the Disputed CLLSP Construction Lien Claims Reserve Account equal to the aggregate amount of all distributions such CLLSP Construction Lien Creditor would have otherwise already received pursuant to the Plan had its Disputed

CLLSP Construction Lien Claim been a Proven CLLSP Construction Lien Claim as of the Initial Distribution Date. Any remaining balance in the CLLSP Disputed Construction Lien Reserve Account following payment of such Proven CLLSP Construction Lien Claims will be deposited in the CLLSP Holdback Pool for distribution to the remaining CLLSP Construction Lien Creditors in respect of their Proven CLLSP Construction Lien Claims. Finally, once all CLLSP Disputed Construction Lien Claims have been resolved, if there is any Cash remaining in the CLLSP Holdback Pool, the Monitor shall, on the Final Distribution Date make final distribution to the CLLSP Construction Lien Creditors with Proven CLLSP Construction Lien Claims equal to their CLLSP Pro Rata Construction Lien Share.

### **THE PROPOSED MEETING ORDER**

23. The Meeting Order authorizes the Applicant to convene the meeting of a single class of Creditors comprised of all Affected Creditors, to consider and vote on the Plan. Construction Lien Creditors, as secured creditors, are unaffected under the Plan and therefore will not vote on the Plan in respect of their Construction Lien Claims. Any CLLSP Construction Lien Creditor whose Proven Claim exceeds the CLLSP Pro Rata Construction Lien Share of the holdback will be entitled to vote as a General Unsecured Creditor for the deficiency amount. In order to receive a distribution under the Plan, the Construction Lien Creditors must provide certain domestic content information, (to the extent not already provided) and are deemed to consent to, among other things, the return to the Northland Parties of any security posted by the Northland Parties to vacate the registration of liens and to the discharge of all Construction Lien Claims.

24. The Applicant proposes that the Creditors' Meeting will be held at the offices of the Monitor's Counsel on October 17, 2016. Capitalized terms in this section that are not otherwise defined have the meaning given to them in the proposed Meeting Order.

### **Notification**

25. The Meeting Order provides for comprehensive notification of the Creditors' Meeting to the Affected Creditors. It is proposed that the Monitor will:

- (a) send the Meeting Materials by September 26, 2016;

- (b) forthwith post a copy of the Meeting Materials to the Monitor's Website that the Monitor is maintaining for these CCAA proceedings; and
- (c) by October 3, 2016 cause the Notice of Creditors' Meeting to be published for two Business Days in each of *Globe and Mail* (National Edition) and the *Daily Commercial News* and serve a report providing the Monitor's analysis of the Plan.

### **Conduct of the Creditors' Meeting**

26. The Meeting Order provides that a representative of the Monitor will preside as the Chair of the Creditors' Meeting and, subject to any further Order of this Court, will decide all matters relating to the conduct of the Creditors' Meeting. The Monitor may appoint scrutineers for the supervision and tabulation of the attendance at, quorum at and votes cast at the Creditors' Meeting. A Person designated by the Monitor will act as secretary at the Creditors' Meeting.

27. The only Persons entitled to attend and speak at the Creditors' Meeting are Eligible Voting Creditors, the Monitor, the Applicant, IEA, and their respective legal counsel and advisors, the Chair, Secretary, Scrutineers and all other Persons, including the holders of Proxies, entitled to vote at the Creditors' Meeting. Any other Person may be admitted to the Creditors' Meeting on invitation of the Chair.

### **Voting**

28. The voting procedures were designed to provide a fair and equitable opportunity for Affected Creditors to register their votes for or against the Plan. The Meeting Order and the Plan provide, *inter alia*:

- (a) The Chair will direct a vote on the Plan Resolution to approve the Plan and any amendments or variations thereto as the Monitor and the Applicant may consider appropriate;
- (b) The quorum required at the Creditors' Meeting will be one Affected Creditor with a Voting Claim present at such meeting in person or by Proxy;

- (c) An Affected Creditor will be permitted to attend the Creditors' Meeting in person or may appoint another person to attend the Creditors' Meeting as its proxyholder in accordance with the process provided in the Meeting Order. The Meeting Order contains provisions outlining the requirements for voting by proxy, and sets out the procedure and deadlines for submitting a Proxy;
- (d) Each Eligible Voting Creditor will 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 the Meeting Order;<sup>2</sup>
- (e) An Affected Creditor holding a Disputed Voting Claim will be entitled to attend the Creditors' Meeting and be entitled to one vote, which will have the dollar value as set out in the Notice of Revision or Disallowance that the Monitor sends to the Affected Creditor. The Monitor will keep a separate record of votes cast by Affected Creditors holding Disputed Voting Claims and will report to the Court with respect thereto at the Sanction Motion;
- (f) Each Convenience Class Creditor will be deemed to have voted in favour of the Plan;
- (g) An Affected Creditor may transfer or assign the whole of its Claim prior to the Creditors' Meeting for voting purposes, provided that neither the Applicant nor the Monitor will be obligated to give notice to or otherwise deal with the transferee or assignee unless the transferee or assignee has complied with the procedures in the Plan and Meeting Order;<sup>3</sup>
- (h) Certain Persons are not entitled to vote on the Plan, including Persons holding Excluded Claims, Equity Claims, and Intercompany Claims. Pursuant to the Plan, a Person who has a Claim under a Guarantee in respect of any Claim which is compromised under the Plan (such compromised Claim being the "Principal

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<sup>2</sup> Unless otherwise provided by the Plan or the Sanction Order, for the purposes of voting, a Claim will be denominated in Canadian dollars. Any Claim in a currency other than Canadian dollars will be regarded as having been converted at the noon spot rate of exchange quoted by the Bank of Canada for exchanging such currency to Canadian dollars as at the Filing Date. For Claims denominated in US dollars, the rate is US\$1:Cdn\$1.2984. An Affected Creditor's Voting Claim or a Disputed Voting Claim will not include fractional numbers and will be rounded down to the nearest whole Canadian Dollar amount.

<sup>3</sup> Where a Claim has been transferred or assigned in part, the transferor or assignor will retain the right to vote at the Creditors' Meeting in respect of the full amount of the Claim, and the transferee or assignee will have no voting rights at the Creditors' Meeting in respect of such Claim.



Claim”), or who has any right to or claim over in respect of or to be subrogated to the rights of any Person in respect of the Principal Claim will not be entitled to vote on the Plan to the extent that the Person holding the Principal Claim is voting on the Plan; and

- (i) Construction Lien Creditors are not entitled to vote on the Plan in respect of their Construction Lien Claims, but Construction Lien Deficiency Claims are Affected Claims and holders of Construction Lien Deficiency Claims will be entitled to vote in respect of such claims.

### **Amendments to the Plan**

29. The Meeting Order provides that the Applicant, with the consent of the Monitor, is authorized to make and to file any Plan Modification prior to or at the Creditors’ Meeting, in which case any such Plan Modification will form part of and be incorporated into the Plan.

### **Approval and Court Sanction of the Plan**

30. To be approved, the Plan must receive an affirmative vote by the Required Majority. Following the vote at the Creditors’ Meeting, the Monitor will tally the votes and determine whether the Plan has been approved by the Required Majority. The results of the Creditors’ Meeting will be binding on all Affected Creditors, whether or not any such Affected Creditor is present or voting at the Creditors’ Meeting.

31. The Applicant proposes that, in the event that the Plan is approved by the Required Majority, the Applicant will bring a motion on October 24, 2016 seeking an Order sanctioning the Plan under the CCAA.

32. The Monitor will provide a report to the Court as soon as practicable after the Creditors’ Meeting with respect to: (i) the results of voting at the Creditors’ Meeting; (ii) whether the Required Majority has approved the Plan; (iii) the separate tabulation of votes cast by Affected Creditors holding Disputed Voting Claims; and (iv) in its discretion, any other matter relating to the Applicant's motion seeking sanction of the Plan. A copy of the Monitor’s Report will be posted on the Monitor’s Website prior to the Sanction Motion.

**PURPOSE OF AFFIDAVIT**

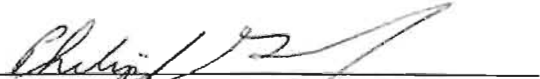
33. I swear this affidavit in support of the Applicant's motion returnable September 19, 2016.

SWORN BEFORE ME, this 12th day of September, 2016.

  
Name of Notary Public

Notary Public for the State of New York

My commission expires on 8/25/20

  
PHILIP J. GUND

MALISA K. GRIFFITH  
Notary Public, State of New York  
No. 01GR6191919  
Qualified in Queens County 20  
Commission Expires Aug. 25. 2020

TAB A

This is Exhibit "A" referred to in the affidavit of  
Philip J. Gund sworn before me at New York,  
New York this 12<sup>th</sup> day of September 2016

.....  
Name of Notary Public: Malisa K

Notary Public-State of New York

My commission Expires on: 8/25/20

MALISA K. GRIFFITH  
Notary Public, State of New York  
No. 01GR6191919  
Qualified in Queens County  
Commission Expires Aug. 25, 2020

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

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

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**PLAN OF COMPROMISE AND ARRANGEMENT  
PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT*  
OF H.B. WHITE CANADA CORP.**

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**September 12, 2016**

**RECITALS**

A H.B. White Canada Corp. (the "**Applicant**" or "**HBW**") is a debtor company (as such term is defined in the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").

B. HBW, its sole member, White Construction, Inc. ("**WCI**"), and its ultimate parent Infrastructure and Energy Alternatives, LLC ("**IEA**" and collectively, the "**HBW Parties**") entered into a Settlement and Support Agreement dated July 6, 2016 (as it may be amended, restated and varied from time to time in accordance with the terms thereof), (the "**BFW/CLLSP Settlement and Support Agreement**") with Northland Power Inc. ("**NPI**"), Northland Power Solar Burks Falls West L.P. ("**BFW**"), and Northland Power Solar Abitibi L.P., Northland Power Solar Empire L.P., Northland Power Solar Martin's Meadows L.P., and Northland Power Solar Long Lake L.P. (collectively, "**CLLSP**") regarding the settlement of claims between the HBW Parties and NPI, BFW, CLLSP and the implementation of such settlement through a plan of compromise and arrangement pursuant to the CCAA.

C. The HBW Parties also entered into a Settlement and Support Agreement dated July 6, 2016 (as it may be amended, restated and varied from time to time in accordance with the terms thereof), (the "**MMWF Settlement and Support Agreement**") with McLean's Mountain Wind Limited Partnership ("**MMWF**") regarding the settlement of claims between the HBW Parties, NPI and MMWF and the implementation of such settlement through a plan of compromise and arrangement pursuant to the CCAA.

D. On July 7, 2016, the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted the following Orders pursuant to the CCAA:

- (a) an Initial Order in respect of the Applicant (as such Order may be amended, restated or varied from time to time, the "**Initial Order**"); and

(b) a Claims Procedure Order (as such Order may be amended, restated or varied from time to time, the "**Claims Procedure Order**"), which, among other things, established the procedures by which claims of affected creditors shall be filed in these proceedings.

E. On September 19, 2016, the Court granted a Meeting Order (as such Order may be amended, restated or varied from time to time, the "**Meeting Order**") pursuant to which, among other things, the Applicant was authorized to file the Plan (as defined below) and to convene a meeting of Affected Creditors (as defined below) to consider and vote on the Plan.

F. HBW is an unlimited liability company, incorporated under the *Companies Act*, R.S.N.S. 1989, c.81 (Nova Scotia).

G. WCI is an Indiana corporation and IEA is a Delaware limited liability company. Neither WCI, IEA nor any other member of the IEA Group (as defined herein) is an applicant in these CCAA Proceedings.

**NOW THEREFORE** the Applicant hereby proposes and presents this Plan under the CCAA.

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In this Plan and the Recitals, unless otherwise stated or the subject matter or context otherwise requires:

"**A&M**" means Alvarez & Marsal Canada Inc.;

"**Administration Charge**" has the meaning given to that term in the Initial Order;

"**Administrative Reserve**" means a Cash reserve, in an amount to be agreed by the Monitor and the HBW Parties at least three (3) Business Days prior to the Implementation Date, to be deposited by HBW or the Plan Sponsors into the Administrative Reserve Account for the purpose of paying the Administrative Reserve Costs;

"**Administrative Reserve Account**" means a segregated interest-bearing trust account established by the Monitor to hold the Administrative Reserve;

"**Administrative Reserve Costs**" means costs incurred and payments to be made on or after the Implementation Date (including costs incurred prior to the Implementation Date which remain outstanding as of the Implementation Date) in respect of: (a) the Monitor's fees and disbursements (including of its legal counsel and other consultants and advisors) in connection with the performance of its duties under the Plan and in the CCAA Proceedings, including without limitation all costs associated with resolving Disputed Claims; (b) the Applicant's legal fees and disbursements in connection with the Plan and in the CCAA Proceedings including without limitation all costs associated with resolving Disputed Claims; (c) the CRO's fees and disbursements in connection with the performance of its duties under the Plan and in the CCAA Proceedings, including without limitation all costs associated with resolving Disputed Claims; (d) any third-party fees incurred in connection with the administration of distributions, disbursements and payments under the Plan (including, without limitation, fees from Wells Fargo or RBC); (e) the Priority Claims, and (f) any other reasonable amounts in respect of any

other determinable contingency as the Monitor may determine in connection with the HBW Parties;

**"Affected Claims"** means all Claims against the Applicant that are not Excluded Claims or Construction Lien Claims (for greater certainty, Affected Claims shall include CLLSP Construction Lien Deficiency Claims);

**"Affected Creditor"** means the holder of an Affected Claim in respect of and to the extent of such Affected Claim;

**"Affected Creditor Class"** has the meaning ascribed to that term in section 3.1 hereof.

**"Applicable Law"** means, with respect to any Person, property, transaction, event or other matter, any Law relating or applicable to such Person, property, transaction, event or other matter, including, where appropriate, any interpretation of the Law (or any part thereof) by any Person, court or tribunal having jurisdiction over it, or charged with its administration or interpretation;

**"Applicant"** has the meaning ascribed to that term in the Recitals;

**"BFW"** has the meaning ascribed to that term in the Recitals;

**"BFW/CLLSP Settlement and Support Agreement"** has the meaning ascribed to that term in the Recitals;

**"BFW Construction Lien Claim"** means a Claim for a valid construction lien perfected pursuant to applicable Provincial Lien Legislation in respect of the BFW Facility;

**"BFW Construction Lien Creditor"** means the holder of a BFW Construction Lien Claim;

**"BFW EPC Contract"** means the Engineering, Procurement and Construction Contract, dated as of November 20, 2013, as amended from time to time through change orders executed by the applicable parties for the engineering, design, procurement, construction and related services for the BFW Facility;

**"BFW Facility"** means BFW's nominal 10 MW AC solar photovoltaic power generation facility located near Burk's Falls in the Township of Armour, Ontario, Canada constructed under the BFW EPC Contract;

**"BFW Holdback Pool"** has the meaning ascribed thereto in section 5.1 hereof;

**"Business Day"** means any day, other than a Saturday, or a Sunday or a statutory or civic holiday, on which banks are generally open for business in Toronto, Ontario;

**"Cash"** means cash, certificates of deposit, bank deposits, commercial paper, treasury bills and other cash equivalents;

**"Cash Elected Amount"** means \$10,000;

**"CCAA"** has the meaning ascribed to that term in the Recitals;

**"CCAA Proceedings"** means the proceedings commenced by the Applicant under the CCAA as contemplated by the Initial Order;

**"Charges"** has the meaning ascribed to that term in the Initial Order;

**"Claim"** means:

- (a) 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"**);
- (b) 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, rescission, 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
- (c) 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"**);

**"Claims Procedure Order"** has the meaning ascribed to that term in the Recitals;

**"Claims Bar Date"** has the meaning ascribed to that term in the Claims Procedure Order;

**"CLA"** means *Construction Lien Act* (Ontario) R.S.O. 1990, c.C. 30, as amended;

**"CLLSP"** has the meaning ascribed to that term in the Recitals;

**"CLLSP Construction Lien Claim"** means a Claim for a valid construction lien perfected pursuant to applicable Provincial Lien Legislation in respect of the CLLSP Facilities;

**"CLLSP Construction Lien Creditor"** means the holder of a CLLSP Construction Lien Claim;

**"CLLSP Construction Lien Deficiency Claim"** means the amount, if any, of a Proven CLLSP Construction Lien Claim remaining unpaid after distribution of the CLLSP Holdback Pool to the applicable Proven CLLSP Construction Lien Creditors in accordance with section 6.2 hereof;

**"CLLSP EPC Contract"** means the Engineering, Procurement and Construction Contract, dated as of April 11, 2014, as amended from time to time through change orders executed by the applicable parties for the engineering, design, procurement, construction and related services for the CLLSP Facilities;

**"CLLSP Facilities"** means the nominal 40 MW AC solar photovoltaic power generation facilities consisting of the four Northland Power Solar Abitibi L.P. (the Abitibi Station), Northland Power Solar Empire L.P. (the Empire Station), Northland Power Solar Martin's Meadows L.P. (the Martin's Meadow Station) and the Northland Power Solar Long Lake L.P. (the Long Lake Station) nominal 10 MW AC stations and associated utilities and common facilities all located near the town of Cochrane, Ontario, Canada constructed under the CLLSP EPC Contract;

**"CLLSP Holdback Pool"** has the meaning ascribed thereto in section 5.1 hereof;

**"CLLSP Initial Pro Rata Share"** means, with respect to any Proven CLLSP Construction Lien Claim, the fraction that is equal to (a) the amount of the Proven CLLSP Construction Lien Claim divided by (b) the aggregate amount of all Proven CLLSP Construction Lien Claims and all Disputed CLLSP Construction Lien Claims;

**"CLLSP Pro Rata Share"** means, with respect to any Proven CLLSP Construction Lien Claim, the fraction that is equal to (a) the amount of the Proven CLLSP Construction Lien Claim divided by (b) the aggregate amount of all Proven CLLSP Construction Lien Claims;

**"Comfort Letter"** has the meaning ascribed thereto in section Article 7 hereof;

**"Construction Lien Claim"** means the BFW Construction Lien Claims and CLLSP Construction Lien Claims;

**"Construction Lien Creditor"** means a BFW Construction Lien Creditor or a CLLSP Construction Lien Creditor;

**"Contracts"** means, collectively, the BFW EPC Contract, the CLLSP EPC Contract and the

MMWF EPC Contract;

“**Convenience Class Claim**” excludes a Disputed Distribution Claim and means: (a) one or more Proven Claims held by an Affected Creditor that is less than or equal to the Cash Elected Amount in the aggregate; and (b) one or more Proven Claims held by an Affected Creditor in an amount in excess of the Cash Elected Amount in the aggregate that such Affected Creditor has validly elected to value at the Cash Elected Amount for purposes of the Plan pursuant to a Convenience Class Claim Election;

“**Convenience Class Claim Declaration**” means an election form, substantially in the form attached as a schedule to the Meeting Order, pursuant to which an Affected Creditor with one or more Proven Claims that are in an amount in excess of the Cash Elected Amount in the aggregate, may make a Convenience Class Claim Election;

“**Convenience Class Claim Election**” means an election pursuant to which an Affected Creditor with one or more Proven Claims that are in an amount in excess of the Cash Elected Amount in the aggregate has elected by the Election/Proxy Deadline to receive only the Cash Elected Amount and is thereby deemed to vote in favour of the Plan in respect of such Proven Claim and to receive no other entitlements under the Plan;

“**Convenience Class Creditor**” means a Person having a Convenience Class Claim;

“**Court**” has the meaning ascribed to that term in the Recitals;

“**Creditor**” means any Person having a Claim and includes without limitation the transferee or assignee of a Claim transferred and recognized as a Creditor in accordance with the Claims Procedure Order or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;

“**Creditors’ Meeting**” means a meeting of the Affected Creditors called for the purpose of considering and voting in respect of this Plan as described in the Meeting Order;

“**CRO**” means Ankura Consulting Group, LLC in its capacity as court-appointed Chief Restructuring Organization of the Applicant;

“**Crown**” means Her Majesty in right of Canada or a province of Canada;

“**Crown Priority Claim**” means any Claim of the Crown, for all amounts that were outstanding at the Filing Date and are of a kind that could be subject to a demand under:

- (a) subsection 224(1.2) of the ITA;
- (b) any provision of the Canada Pension Plan or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the ITA and provides for the collection of a contribution, as defined in the Canada Pension Plan, or an employee’s premium, or employer’s premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts;
- (c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the ITA, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:

- (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the ITA; or
- (ii) is of the same nature as a contribution under the Canada Pension Plan if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;

**"DIP Lenders' Charge"** has the meaning ascribed to that term in the Initial Order;

**"DIP Claims"** means the claim secured by the DIP Lenders' Charge;

**"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;

**"Director/Officer Claim"** has the meaning given to that term in the definition of Claim;

**"Director/Officer Indemnity Claim"** means any existing or future right of any Director or Officer of HBW against HBW that arose or arises as a result of any Person filing a Proof of Claim in respect of a Director/Officer Claim in respect of such Director or Officer of HBW for which such Director or Officer of HBW is entitled to be indemnified by HBW;

**"Directors' Charge"** has the meaning ascribed to it in the Initial Order;

**"Disputed BFW Construction Lien Claim"** means a BFW Construction Lien Claim which has not been allowed, in whole or in part, as a Proven BFW Construction Lien Claim, which is validly disputed for distribution purposes in accordance with the Claims Procedure Order and which remains subject to adjudication for distribution purposes in accordance with the Claims Procedure Order;

**"Disputed BFW Construction Lien Claim Reserve Account"** means the segregated interest bearing account to be established by the Monitor for the purpose of holding the Disputed BFW Construction Lien Claim Reserve;

**"Disputed BFW Construction Lien Claim Reserves"** means the reserves, if any, to be established on or before the Plan Implementation Date by the Monitor, with funds from the BFW Holdback Pool in an amount equal to the distributions which would have otherwise been made from the BFW Holdback Pool to Creditors holding BFW Construction Lien Claims in respect of the BFW Holdback Pool based on the face value of each Disputed BFW Construction Lien Claim;

**"Disputed CLLSP Construction Lien Claim"** means a CLLSP Construction Lien Claim which has not been allowed, in whole or in part, as a Proven CLLSP Construction Lien Claim, which is validly disputed for distribution purposes in accordance with the Claims Procedure Order and which remains subject to adjudication for distribution purposes in accordance with the Claims Procedure Order;

**"Disputed CLLSP Construction Lien Claim Reserve Account"** means the segregated interest bearing account to be established by the Monitor for the purpose of holding the Disputed CLLSP Construction Lien Claim Reserve;

**“Disputed CLLSP Construction Lien Claim Reserves”** means the reserves, if any, to be established on or before the Plan Implementation Date by the Monitor, with funds from the CLLSP Holdback Pool in an amount equal to the distributions which would have otherwise been made from the CLLSP Holdback Pool to Creditors holding CLLSP Construction Lien Claims in respect of the CLLSP Holdback Pool based on the face value of each Disputed CLLSP Construction Lien Claim;

**“Disputed Construction Lien Claims”** means the Disputed BFW Construction Lien Claims and the Disputed CLLSP Construction Lien Claims;

**“Disputed Distribution Claim”** means an Affected Claim (including a contingent Affected Claim which may crystallize upon the occurrence of an event or events occurring after the Filing Date) or such portion thereof which has not been allowed as a Proven Claim, which is validly disputed for distribution purposes in accordance with the Claims Procedure Order and which remains subject to adjudication for distribution purposes in accordance with the Claims Procedure Order;

**Disputed Distribution Claims Reserve”** means the reserve, if any, to be established on or before the Plan Implementation Date by the Monitor, in an amount equal to the distributions which would otherwise have been made to: (a) all Creditors with Disputed Distribution Claims based on the face value of each Disputed Distribution Claim and (b) all CLLSP Construction Lien Creditors with CLLSP Construction Lien Deficiency Claims estimated as of the Initial Distribution Date;

**“Disputed Distribution Claims Reserve Account”** means the segregated interest bearing account to be established by the Monitor for the purpose of holding the Disputed Distribution Claims Reserve;

**“Disputed Voting Claim”** means an Affected Claim (including a contingent Affected Claim which may crystallize upon the occurrence of an event or events occurring after the Filing Date) or such portion thereof which has not been allowed as a Voting Claim, which is validly disputed for voting purposes in accordance with the Meeting Order and which remains subject to adjudication for voting purposes in accordance with the Meeting Order;

**“Effective Time”** means 12:01 a.m. on the Implementation Date (or such other time as the Applicant and the Monitor may agree);

**“Election/Proxy Deadline”** means the deadline for making a Convenience Class Claim Election and for submitting Proxies in accordance with the Meeting Order;

**“Eligible Voting Creditors”** means Affected Creditors holding Voting Claims or Disputed Voting Claims;

**“Employee Priority Claims”** means the following claims of HBW’s employees and former employees:

- (a) claims equal to the amounts that such employees and former employees would have been qualified to receive under paragraph 136(l)(d) of the *Bankruptcy and Insolvency Act* (Canada) if HBW had become bankrupt on the Filing Date; and
- (b) claims for wages, salaries, commissions or compensation for services rendered by them after the Filing Date and on or before the date of the Sanction Order, together with, in the case of travelling salespersons, disbursements properly incurred by them in and about HBW’s business during the same period.

**"Equity Claim"** has the meaning set forth in section 2(1) of the CCAA;

**"Excise Tax Act"** means the *Excise Tax Act*, R.S.C. 1985, c.E-15, as amended and any regulations thereunder;

**"Excluded Claim"** means

- (a) any claims secured by any of the Charges including the DIP Claim;
- (c) any Section 5.1(2) Director/Officer Claims;
- (d) any claims that cannot be compromised pursuant to subsection 19(2) of the CCAA;
- (e) any Secured Claims of Wells Fargo, including without limitation under the Wells Fargo Credit Agreement;
- (f) any Secured Claims of Oaktree, including without limitation under the Oaktree Credit Agreement;
- (g) any Priority Claims; and
- (h) any Post-Filing Claims;

**"Excluded Creditor"** means a Person who has an Excluded Claim, but only in respect of and to the extent of such Excluded Claim;

**"Facilities"** means the BFW Facility, the CLLSP Facility and the MMWF Facility;

**"Filing Date"** means July 7, 2016;

**"Final Distribution Date"** means such date, after all Disputed Distribution Claims and Disputed Construction Lien Claims have been finally resolved, that the Monitor, in consultation with HBW, shall determine or the Court shall otherwise order, which date shall be published on the Monitor's website;

**"General Unsecured Claim"** means an Affected Claim against the Applicant that is not a Secured Claim, Convenience Class Claim or a Northland Claim;

**"General Unsecured Creditor"** means a holder of a General Unsecured Claim;

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

**"HBW"** has the meaning ascribed to that term in the Recitals;

**"HBW Released Parties"** has the meaning ascribed to that term in section 9.1(a) hereof;

**"HBW Parties"** has the meaning ascribed to that term in the Recitals;

**"IEA"** has the meaning ascribed to that term in the Recitals;

**"IEA Group"** means IEA and all of its direct and indirect subsidiaries;

**"Implementation Date"** means the Business Day on which this Plan becomes effective, which shall be the day indicated on the certificate which the Monitor has filed with the Court contemplated in Section 10.6 hereof;

**"Initial Distribution Date"** means a date no more than two (2) Business Days after the Implementation Date or such other Date as HBW and the Monitor may agree;

**"Initial Order"** has the meaning ascribed to that term in the Recitals;

**"Initial Pro Rata Share"** means the fraction that is equal to (a) the amount of the Proven Claim of a General Unsecured Creditor, divided by (b) the aggregate amount of the Proven General Unsecured Claims and Disputed Distribution Claims.

**"Intercompany Claim"** means any claim by a member of the IEA Group against HBW or by HBW against any other member of the IEA Group;

**"ITA"** means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended and any regulations thereunder;

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

**"Lien Holdback Amount"** means \$1,771,615.94 and \$8,297,847.23, in each case inclusive of HST, representing the 10% of the final contract price for the BFW EPC Contract and the CLLSP EPC Contract, respectively;

**"Meeting Order"** has the meaning ascribed to that term in the Recitals;

**"MMWF"** has the meaning ascribed to that term in the Recitals;

**"MMWF Claim"** means various claims which have been asserted or may be asserted in the future by MMWF against the HBW Parties relating to the MMWF EPC Contract, including but not limited to contractual claims, liquidated damages claims and warranty claims;

**"MMWF EPC Contract"** means the Engineering, Procurement and Construction Contract, dated as of October 17, 2012, as amended from time to time for the engineering, design, procurement, construction and related services for the MMWF Facility;

**"MMWF Settlement and Support Agreement"** has the meaning ascribed thereto in the Recitals;

**"MMWF Facility"** means MMWF's nominal 60 MW wind farm power generation facility to located in the Townships of Howland and Bidwell in the district of Manitoulin, Ontario, Canada constructed under MMWF EPC Contract;

**"Monitor"** means A&M, in its capacity as Court-appointed Monitor of HBW in the CCAA Proceedings;

**"Monitor's Certificate"** has the meaning ascribed to that term in section 10.6 hereof;

**"Monitor's Website"** means [www.alvarezandmarsal.com/HBWhite](http://www.alvarezandmarsal.com/HBWhite);

**“Northland Claim”** means claims against HBW asserted by the Northland Parties pursuant to the Claims Procedure Order;

**“Northland Claims Pool”** has the meaning ascribed to that term in section 5.3 hereof;

**“Northland Parties”** means NPI, BFW, CLLSP and MMWF;

**“NPI”** has the meaning ascribed to that term in the Recitals;

**“Oaktree”** means Oaktree Power Opportunities Fund, III L.P. and Oaktree Power Opportunities Fund III (Parallel), L.P.;

**“Oaktree Credit Agreement”** means the Second Lien Term Loan Agreement entered into by and among IEA, IEA Energy Services, LLC, IEA Management Services, Inc., WCI, IEA Equipment Management, Inc., IEA Renewable Energy, Inc. and each other direct or indirect subsidiary of IEA from time to time party as a borrower and Oaktree, dated as of February 13, 2015;

**“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;

**“Order”** means any order of the Court in the CCAA Proceedings;

**“Outside Date”** means November 24, 2016 (or such other date as the HBW Parties and the Northland Parties may agree);

**“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;

**“Plan”** means this Plan of Compromise and Arrangement and any amendments, restatements, modifications or supplements hereto made from time to time in accordance with the terms hereof or made at the direction of the Court in the Sanction Order or otherwise;

**“Plan Sponsors”** means WCI and IEA;

**“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;

**“Pre-filing Claim”** has the meaning ascribed to that term in the definition of Claim;

**“Principal Claim”** has the meaning ascribed to that term in section 3.6 hereof;

**“Priority Claim”** means a Crown Priority Claim or an Employee Priority Claim;

**“Proof of Claim”** has the meaning ascribed to such term in the Claims Procedure Order;

**“Pro Rata Share”** means the fraction that is equal to (a) the amount of the Proven Claim of an General Unsecured Creditor, divided by (b) the aggregate amount of all Proven Claims held by General Unsecured Creditors;

**“Proven BFW Construction Lien Claim”** means the amount of the BFW Construction Lien Claim of a BFW Construction Lien Creditor against the Applicant as finally accepted and

determined for distribution purposes in accordance with the Claims Procedure Order and the CCAA;

**“Proven BFW Construction Lien Creditor”** means a holder of a Proven BFW Construction Lien Claim;

**“Proven Claim”** means the amount of the Affected Claim of an Affected Creditor against the Applicant as finally accepted and determined for distribution purposes in accordance with the Claims Procedure Order and the CCAA;

**“Proven CLLSP Construction Lien Claim”** means the amount of the CLLSP Construction Lien Claim of a CLLSP Construction Lien Creditor against the Applicant as finally accepted and determined for distribution purposes in accordance with the Claims Procedure Order and the CCAA;

**“Proven CLLSP Construction Lien Creditor”** means a holder of a Proven CLLSP Construction Lien Claim;

**“Proven Construction Lien Claims”** means the Proven BFW Construction Lien Claims and the Proven CLLSP Construction Lien Claims;

**“Provincial Lien Legislation”** means the *Construction Lien Act (Ontario)*, R.S.O. 1990, c.C. 30 and the regulations promulgated thereunder and the equivalent legislation and/or regulation in any other province of Canada;

**“RBC”** means the Royal Bank of Canada;

**“Released Claims”** means the matters that are subject to release and discharge pursuant to section 9.1 hereof;

**“Released Party”** means each of the HBW Released Parties and the Third Party Released Parties;

**“Remaining Unsecured Creditor Pool”** means the amount of the Unsecured Creditor Pool remaining after payment of Convenience Class Claims contemplated in section 4.1 herein;

**“Required Majority”** means a majority in number of Affected Creditors representing at least two thirds in value of the Voting Claims of Affected Creditors who actually vote (in person or by Proxy) at the Creditors’ Meeting or who were deemed to vote in accordance with the Plan and the Meeting Order;

**“Restructuring Period Claim”** has the meaning given to that term in the definition of Claim;

**“Sanction Order”** means the Order of the Court sanctioning and approving this Plan pursuant to section 6(1) of the CCAA, which shall include such terms as may be necessary or appropriate to give effect to this Plan, in form and substance satisfactory to the Applicant and the Northland Parties, each acting reasonably;

**“Section 5.1(2) Director/Officer Claims”** means any Director/Officer Claims that may not be compromised pursuant to section 5.1(2) of the CCAA;

**“Secured Claims”** means that portion of a Claim that is (i) secured by security validly charging 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;

**"Settlement and Support Agreements"** means the BFW/CLLSP Settlement and Support Agreement and the MMWF Settlement and Support Agreement;

**"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;

**"Tax Claim"** means any Claim by a Taxing Authority against the Applicant regarding any Taxes in respect of any taxation year or period;

**"Taxing Authority"** means Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, any municipality of Canada, the Canada Revenue Agency, the Canada Border Services Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof and any Canadian or foreign government, regulatory authority, government department, agency, commission, bureau, minister, court, tribunal or body or regulation making entity exercising taxing authority or power, and **"Taxing Authority"** means any one of the Taxing Authorities;

**"Third Party Released Parties"** has the meaning ascribed to that term in section 9.1(b);

**"Undeliverable Distribution"** has the meaning given to that term in section 7.7 hereof;

**"Unsecured Claim"** means a Claim that is not a Secured Claim;

**"Unsecured Creditor Pool"** has the meaning ascribed thereto in section 5.1(a) hereof;

**"Vetting Committee"** means the committee established for the purpose of vetting lien claims filed in respect of the CLLSP Facilities, pursuant to the Vetting Committee Order;

**"Vetting Committee Fees"** means \$187,187.17;

**"Vetting Committee Order"** means the Order of Tremblay J. dated January 26, 2016 in the matter of Court File No. 19502/15 in the Ontario Superior Court of Justice which provides, among other things, that the Vetting Committee is to be "paid off the top from any funds that may ultimately be distributed" to Proven CLLSP Construction Lien Creditors;

**"Voting Claim"** means the amount of the Affected Claim of an Affected Creditor against the Applicant as finally accepted and determined for purposes of voting at the Creditors' Meeting, in accordance with the provisions of the Meeting Order and the CCAA;

**"WCI"** has the meaning ascribed to that term in the Recitals;

**"Wells Fargo"** means Wells Fargo Bank, National Association;

**“Wells Fargo Credit Agreement”** means the credit agreement made as of March 8, 2013, as amended from time to time, by and among IEA, IEA Energy Services LLC, (fka Infrastructure Energy Services, LLC.), IEA Management Services, Inc., WCI, IEA Equipment Management, Inc. (fka IES Equipment Services, Inc.), IEA Renewable Energy, Inc. (fka RMT, Inc.) and each other direct or indirect subsidiary of IEA from time to time party thereto as borrowers, and Wells Fargo; and

**“Wind-up Claim”** means any claim of HBW arising under section 135 of the *Companies Act* (Nova Scotia).

## 1.2 Certain Rules of Interpretation

For the purposes of this Plan:

- (a) Any reference in the Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means such document shall be substantially in such form or substantially on such terms and conditions;
- (b) Unless otherwise expressly provided herein, any reference in this Plan to an instrument, agreement or an Order or an existing document or exhibit filed or to be filed means such instrument, agreement, Order, document or exhibit as it may have been or may be amended, modified, or supplemented in accordance with its terms;
- (c) The division of this Plan into articles and sections are for convenience of reference only and do not affect the construction or interpretation of this Plan, nor are the descriptive headings of articles and sections intended as complete or accurate descriptions of the content thereof;
- (d) The use of words in the singular or plural, or with a particular gender, including a definition, shall not limit the scope or exclude the application of any provision of this Plan to such Person (or Persons) or circumstances as the context otherwise permits;
- (e) The words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitation, but rather shall mean “includes but is not limited to” and “including but not limited to”, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (f) Unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day;
- (g) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends;
- (h) Unless otherwise provided, any reference to a statute or other enactment of parliament, a legislature or other Governmental Entity includes all regulations made thereunder, all amendments to or re-enactments of such statute or

regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;

- (i) References to a specific Recital, Article or Section shall, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specific Recital, Article or Section of this Plan, whereas the terms “this Plan”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions shall be deemed to refer generally to this Plan and not to any particular Recital, Article, Section or other portion of this Plan and include any documents supplemental hereto; and
- (j) The word “or” is not exclusive.

### **1.3 Governing Law**

This Plan shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. All questions as to the interpretation or application of this Plan and all proceedings taken in connection with this Plan and its provisions shall be subject to the jurisdiction of the Court.

### **1.4 Currency**

Unless otherwise stated, all references in this Plan to sums of money are expressed in, and all payments provided for herein shall be made in, Canadian dollars. In accordance with paragraph 6 of the Claims Procedure Order, any Claim in a currency other than Canadian dollars must be converted to Canadian dollars, and any such amount shall be regarded as having been converted at the noon spot rate of exchange quoted by the Bank of Canada for exchanging such currency to Canadian dollars as at the Filing Date, which rate is USD\$1.00 : CDN\$1.2984.

### **1.5 Date for Any Action**

If the date on which any action is required to be taken hereunder by a Person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

### **1.6 Time**

Time shall be of the essence in this Plan.

## **ARTICLE 2 PURPOSE AND EFFECT OF THIS PLAN**

### **2.1 Purpose**

The purpose of this Plan is to:

- (a) implement the settlement negotiated with the Northland Parties as outlined in the Settlement and Support Agreements, including without limitation providing a structured and efficient method to effect payment of Proven BFW Construction Lien Claims from the BFW Holdback Pool and payment of a portion of Proven CLLSP Construction Lien Claims from the CLLSP Holdback Pool;
- (b) effect a compromise, settlement and payment of all Proven Claims;

- (c) allow HBW to reorganize and continue to provide certain ongoing services to its remaining customers; and
- (d) release all claims against the Plan Sponsors and other parties to permit WCI, as HBW's sole member, to continue operations having limited its liability to HBW pursuant to the Wind-Up Claim,

in the expectation that the Persons who have an economic interest in HBW, when considered as a whole, will derive a greater benefit from the implementation of the Plan than would result from a bankruptcy of HBW.

## **2.2 Effectiveness**

Subject to the satisfaction, completion or waiver (to the extent permitted pursuant to section 10.4) of the conditions precedent set out herein, this Plan will become effective in the sequence described in Section 8.3 from and after the Effective Time and shall be binding on and enure to the benefit of HBW, the Affected Creditors, the Plan Sponsors, the Released Parties, and all other Persons as provided for herein, or subject to, this Plan and their respective successors and assigns and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

## **2.3 Persons Not Affected**

For greater certainty, except as provided in sections 9.1 and 10.2(d) hereof, this Plan does not affect the holders of Excluded Claims to the extent of those Excluded Claims. Nothing in this Plan shall affect the HBW Parties' rights and defences, both legal and equitable, with respect to any Excluded Claims, including, but not limited to, all rights with respect to legal and equitable defences or entitlements to set-offs or recoupments against such Excluded Claims. Nothing herein shall constitute a waiver of any right of either the Monitor or the Applicant to dispute the quantum of an Excluded Claim.

## **2.4 Settlement and Support Agreements**

The HBW Parties and the Northland Parties have executed the Settlement and Support Agreements pursuant to which the Northland Parties have agreed to support this Plan and the Plan Sponsors have agreed to provide Cash necessary to make the distributions provided hereunder to Affected Claims.

## **2.5 Equity Claims**

All persons holding Equity Claims shall not be entitled to vote at or attend the Creditors' Meeting, and shall not receive any distributions under the Plan or otherwise receive any other compensation in respect of their Equity Claims.

# **ARTICLE 3 CLASSIFICATION, VOTING CLAIMS AND RELATED MATTERS**

## **3.1 Classes**

For the purposes of considering, voting on, and receiving distributions under the Plan, the Affected Creditors shall constitute a single class (the "**Affected Creditor Class**").

### **3.2 Claims of Affected Creditors/Convenience Class Creditors**

- (a) Affected Creditors with Proven Claims that are less than or equal to the Cash Elected Amount in the aggregate shall be deemed to vote in favour of the Plan and shall be entitled to receive cash distributions equivalent to the amount of their Proven Claim(s) and no further distributions under the Plan.
- (b) Affected Creditors with Proven Claims in excess of the Cash Elected Amount who deliver a duly completed and executed Convenience Class Claim Election to the Monitor by the Election/Proxy Deadline, shall be treated for all purposes as Convenience Class Creditors and shall be deemed to vote in favour of the Plan and shall be entitled to receive only the Cash Elected Amount and no further distributions under the Plan.
- (c) Affected Creditors who are not Convenience Class Creditors (including Affected Creditors with Disputed Voting Claims which have become Proven Claims) shall be entitled to vote their Voting Claims at the Creditors' Meeting in respect of the Plan and shall be entitled to receive distributions on their Proven Claims as provided under and pursuant to the Plan;

### **3.3 Excluded Claims**

Excluded Creditors shall not be compromised under the Plan. No holder of an Excluded Claim shall be:

- (a) entitled to vote or (except as otherwise expressly stated in the Meeting Order) attend in respect of their Excluded Claims at any Creditors' Meeting to consider and approve this Plan; or
- (b) entitled to receive any distribution under the Plan in respect of such Excluded Claim, unless specifically provided for under and pursuant to the Plan including without limitation in accordance with Article 6 hereof.

### **3.4 Intercompany Claims**

Holders of Intercompany Claims shall not be entitled to vote at the Creditors' Meeting.

### **3.5 Holders of Equity Claims**

Holders of Equity Claims (if any) shall not be entitled to attend in their capacity as holders of Equity Claims or vote in respect of their Equity Claims at any Creditors' Meeting to consider and approve this Plan.

### **3.6 Guarantees**

No Person who has a Claim under a guarantee in respect of any Claim which is compromised under the Plan (a "**Principal Claim**") or who has any right to or claim over in respect of or to be subrogated to the rights of any Person in respect of a Principal Claim, shall:

- (a) be entitled to any greater rights as against HBW than the Person holding the Principal Claim;
- (b) be entitled to vote on the Plan to the extent that the Person holding the Principal Claim is voting on the Plan; or

- (c) be entitled to receive any distribution under the Plan to the extent that the Person holding the Principal Claim is receiving a distribution.

### **3.7 Creditors' Meeting**

- (a) The Creditors' Meeting shall be held in accordance with this Plan, the Meeting Order and any further Order in the CCAA Proceedings. Subject to the terms of any further Order in the CCAA Proceedings, the only Persons entitled to notice of, to attend or to speak at the Creditors' Meeting are the Eligible Voting Creditors (or their respective duly-appointed proxyholders), representatives of the Monitor, the Applicant, all such parties' financial and legal advisors, the Chair, Secretary and Scrutineers (all as defined in the Meeting Order). Any other person may be admitted to the Creditors' Meeting only by invitation of the Applicant or the Chair.
- (b) If this Plan is approved by the Required Majority, then this Plan shall be deemed to have been agreed to, accepted and approved by the Affected Creditors and shall be binding upon all Affected Creditors immediately upon the granting of the Sanction Order and the satisfaction or waiver of the conditions described in Section 10.3 hereof, in each case as applicable.

### **3.8 Procedure for Valuing Voting Claims**

The procedure for valuing Voting Claims and resolving disputes and entitlements to voting shall be as set forth in the Claims Procedure Order, the Meeting Order, the Plan and the CCAA. The Monitor, in consultation with HBW, shall have the right to seek the assistance of the Court in valuing any Voting Claim in accordance with the Meeting Order and the Plan, if required, and to ascertain the result of any vote on the Plan.

## **ARTICLE 4 TREATMENT OF CLAIMS**

### **4.1 Treatment of Convenience Class Creditors**

On the Implementation Date and in accordance with this Plan, each Convenience Class Creditor who has complied with the terms of this Plan shall be entitled to receive a distribution of the lesser of (i) the amount of the Cash Elected Amount and (ii) the amount of such Convenience Class Creditor's Proven Claim from the Unsecured Creditor Pool.

### **4.2 Treatment of General Unsecured Creditors**

On the Implementation Date and in accordance with this Plan, each General Unsecured Creditor who has complied with the terms of this Plan shall be entitled to receive a distribution of such General Unsecured Creditor's Pro Rata Share of the Remaining Unsecured Creditor Pool.

### **4.3 Treatment of Northland Parties**

- (a) On the Implementation Date and in accordance with this Plan, NPI on behalf of the Northland Parties, excluding MMWF, shall be entitled to receive a distribution of \$6,000,000 from the Northland Claims Pool.
- (b) MMWF agrees to waive any distribution pursuant to the Plan solely in connection with the MMWF Claim.

#### **4.4 Treatment of Intercompany Claims**

On the Implementation Date and in accordance with the steps and sequence as set forth in this Plan, all Intercompany Claims shall be preserved or extinguished at the election of the Applicant.

#### **4.5 Priority Claims**

The Employee Priority Claims and the Crown Priority Claims, if any, shall be paid on or after the Implementation Date from the Administrative Reserve Account pursuant to and in accordance with section 8.3 hereof, the Sanction Order and the CCAA.

#### **4.6 Equity Claims**

All Equity Claims, if any, shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred on the Implementation Date. Holders of Equity Claims shall not receive any consideration or distributions under this Plan and shall not be entitled to vote on this Plan at the Creditors' Meeting. The membership interests in the Applicant held by WCI shall be cancelled without consideration and a new membership interest shall be issued to White Construction Energy Services, LLC, in accordance with s.8.3(i) below.

#### **4.7 Excluded Claims**

Excluded Creditors will not receive any consideration or distributions under the Plan in respect of their Excluded Claims, and they shall not be entitled to vote on the Plan at the Creditors' Meeting in respect of their Excluded Claims.

#### **4.8 Construction Lien Claims**

Construction Lien Creditors will be subject to Article 6 below.

#### **4.9 Disputed Claims**

Any Affected Creditor with a Disputed Distribution Claim shall not be entitled to receive any distribution hereunder with respect to such Disputed Distribution Claim unless and until such Disputed Distribution Claim becomes a Proven Claim in accordance with the Claims Procedure Order. Distributions pursuant to Section 4.2 shall be paid in respect of any Disputed Distribution Claim that is finally determined to be a Proven Claim in accordance with the Claims Procedure Order and Article 7 hereof.

#### **4.10 Disputed Construction Lien Claims**

Any Construction Lien Creditor with a Disputed Construction Lien Claim shall not be entitled to receive any distribution hereunder with respect to such Disputed Construction Lien Claim unless and until such Disputed Construction Lien Claim becomes a Proven Construction Lien Claim in accordance with the Claims Procedure Order. Distributions shall be paid in respect of any Disputed Construction Lien Claims that may be finally determined to be a Proven Construction Lien Claim in accordance with the Claims Procedure Order and Article 7 hereof.

#### **4.11 Director/Officer Claims**

All Director/Officer Claims that are not Section 5.1(2) Director/Officer Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without consideration on the Implementation Date. For greater certainty, any Claim of a Director

or Officer for indemnification from the Applicant in respect of any Director/Officer Claim that is not covered by the Directors' Charge shall be treated for all purposes under this Plan as an Affected Claim.

#### **4.12 Extinguishment of Claims**

On the Implementation Date, in accordance with its terms and in the sequence set forth in Section 8.3 herein and in accordance with the provisions of the Sanction Order, the treatment of Affected Claims (including Proven Claims and Disputed Distribution Claims) and all Released Claims, in each case as set forth herein, shall be final and binding on the Applicant, all Creditors (and their respective heirs, executors, administrators, legal personal representatives, successors and assigns) and any Person holding a Released Claim. All Affected Claims and all Released Claims shall be fully, finally, irrevocably and forever released, discharged, cancelled and barred, and the Released Parties shall thereupon have no further obligation whatsoever in respect of the Affected Claims and the Released Claims, as applicable; provided that nothing herein releases the Applicant or any other Person from their obligations to make distributions in the manner and to the extent provided for in the Plan and provided further that such discharge and release of the Applicant shall be without prejudice to the right of a Creditor in respect of a Disputed Distribution Claim to prove such Disputed Distribution Claim in accordance with the Claims Procedure Order so that such Disputed Distribution Claim may become an Proven Claim entitled to receive consideration under Section 4.9 hereof.

#### **4.13 Set-Off**

The law of set-off applies to all Claims.

### **ARTICLE 5 CREATION OF POOLS**

#### **5.1 Creation of the Construction Lien Hold Back Pools**

- (a) Within one (1) Business Day of entry of the Sanction Order, the Northland Parties shall deliver to the Monitor by way of wire transfer (in accordance with the wire transfer instructions provided by the Monitor), the Lien Holdback Amounts;
- (b) The Monitor shall hold the amounts received pursuant to section 5.1(a) above in separate accounts for each of the BFW EPC Contract and the CLLSP EPC Contract (the "**BFW Holdback Pool**" and the "**CLLSP Holdback Pool**", respectively) and shall distribute such Cash in the BFW Holdback Pool and the CLLSP Holdback Pool, in accordance with Article 6 hereof.

#### **5.2 Creation of the Unsecured Creditor Pool**

- (a) Three Business Days prior to the Implementation Date, the Plan Sponsors shall deliver to the Monitor by way of wire transfer (in accordance with the wire transfer instructions provided by the Monitor at least five (5) Business Days prior to the Implementation Date), Cash in the amount of \$2,500,000 (the "**Unsecured Creditor Pool**").
- (b) The Monitor shall hold the Unsecured Creditor Pool and shall distribute such Cash in the Unsecured Creditor Pool, in accordance with Article 7 hereof.



### **5.3 Creation of the Northland Claims Pool**

- (a) Three Business Days prior to the Implementation Date, the Plan Sponsors shall deliver to the Monitor by way of wire transfer (in accordance with the wire transfer instructions provided by the Monitor at least five (5) Business Days prior to the Implementation Date), Cash in the amount of \$6,000,000 (the “**Northland Claims Pool**”).
- (b) The Monitor shall hold the Northland Claims Pool and shall distribute such Cash in the Northland Claims Pool, in accordance with Article 7 hereof.

### **5.4 Creation of the Administrative Reserve**

- (a) Three Business Days prior to the Implementation Date, the Plan Sponsors or HBW shall deliver to the Monitor by way of wire transfer (in accordance with the wire transfer instructions provided by the Monitor at least five (5) Business Days prior to the Implementation Date), Cash in the amount necessary to establish the Administrative Reserve.
- (b) The Monitor shall hold the Administrative Reserve in the Administrative Reserve Account for the purpose of paying the Administrative Reserve Costs in accordance with this Plan and shall distribute any remaining balance in the Administrative Reserve Account, in accordance with section 8.4 of the Plan.

## **ARTICLE 6 RESOLUTION OF CONSTRUCTION LIEN CLAIMS**

### **6.1 Payment in Full of Secured BFW Construction Lien Claims**

On the Implementation Date in accordance with the steps set out in section 8.3 hereof, the following shall occur:

- (a) BFW Construction Lien Creditors shall be entitled to full payment of their Proven BFW Construction Lien Claim from the BFW Holdback Pool;
- (b) The Monitor, shall make the payments referred to in this section to Proven BFW Construction Lien Creditors:
  - (i) following confirmation by NPI that such Proven BFW Construction Lien Creditor has provided domestic content documentation required by their application contracts relating to the Designated Activity 6, 7 and 8 as defined in the applicable EPC Contract; and
  - (ii) in full and complete satisfaction of all Construction Lien Claims owing to Proven BFW Construction Lien Creditors by the Applicant and the Northland Parties.
- (c) The Monitor shall, after the final determination of all Disputed BFW Construction Lien Claims, return to NPI any amounts remaining in the BFW Holdback Pool following full payment of all Proven BFW Construction Lien Claims.

### **6.2 Payment of Secured Portion of CLLSP Construction Lien Claims**

On the Implementation Date in accordance with the steps set out in section 8.3 hereof, the following shall occur:

- (a) The Monitor, shall make payments from the CLLSP Holdback Pool to pay in full the Vetting Committee Fees;
- (b) Proven CLLSP Construction Lien Creditors shall be entitled to payment from the funds remaining in the CLLSP Holdback Pool in the amount of their Initial CLLSP Pro Rata Construction Lien Share, and with subsequent distributions based upon the results of the resolution of the Disputed CLLSP Construction Lien Claims, and with any remaining amount owing in respect of such Proven CLLSP Construction Lien Claim, after distribution of the entire CLLSP Holdback Pool, becoming a CLLSP Construction Lien Deficiency Claim;
- (c) The Monitor, shall make the payments referred to in this section to Proven CLLSP Construction Lien Creditors:
  - (i) following confirmation by NPI that such Proven CLLSP Construction Lien Creditor has provided domestic content documentation required by their application contracts relating to the Designated Activity 6, 7 and 8 as defined in the applicable EPC Contract;
  - (ii) in full and complete satisfaction of all Secured Claims owing to Proven CLLSP Construction Lien Creditors by the Applicant and the Northland Parties; and
  - (iii) CLLSP Construction Lien Deficiency Claims shall be treated as General Unsecured Creditors in all respects for purposes of this Plan including section 4.2 hereof

### **6.3 Confirmation of General Unsecured Claims**

A CLLSP Construction Lien Creditor shall be treated as a General Unsecured Creditor solely in respect of and to the extent of its CLLSP Construction Lien Deficiency Claim(s), if any.

### **6.4 Consent to Release of Collateral Security by Construction Lien Creditors**

In exchange for the right to be paid in accordance with section 6.1 and 6.2 hereof, all Construction Lien Creditors shall be hereby deemed to consent to, and hereby authorize counsel for HBW to execute a consent on their behalf to, an Order for (i) the return to the Northland Parties of any collateral security posted by the Northland Parties to vacate the registration of liens registered pursuant to the CLA in respect of the Facilities, (ii) the dismissal of any actions and crossclaims against any of the Northland Parties and the HBW Parties in respect of the Facilities on a without costs basis, (iii) the discharge of all Construction Lien Claims,; and (iv) as the Order is on consent, the dispensing with of Rule 72.03(2)(c).

## **ARTICLE 7 PROVISIONS REGARDING DISTRIBUTIONS AND DISBURSEMENTS**

All distributions and disbursements to be effected pursuant to the Plan shall be made pursuant to this Article 7 and shall occur in the manner set out below under the supervision of the Monitor.

Notwithstanding any other provisions of the Plan, no distributions or transfers of Cash shall be made by the Monitor with respect to all or any portion of a Disputed Distribution Claim unless and only to the extent that such Disputed Distribution Claim has become a Proven Claim.

Notwithstanding any other provision hereof, all distributions or other payments to be made pursuant to this Plan are conditional on the receipt of documentation in form and content satisfactory to the Monitor, in its sole discretion, (the "**Comfort Letter**") from the applicable Governmental Entity authorizing the Monitor to make the distributions or payments without any liability in respect of the ITA, Excise Tax Act, and any other legislation pertaining to Taxes. In the event the Monitor does not receive the Comfort Letter by October 17, 2016, the Applicant will seek further directions from the Court to amend this Plan to provide that any and all distributions and other payments contemplated herein would be made by a person other than the Monitor.

### **7.1 Initial Distributions**

On the Initial Distribution Date, the Monitor, on behalf and for the account of the Applicant, shall:

- (a) Pay each Convenience Class Creditor a distribution in the amount of its Convenience Class Claim from the Unsecured Creditor Pool;
- (b) Pay NPI on behalf of the Northland Parties (excluding MMWF), a distribution in the amount of \$6,000,000 pursuant to the Settlement and Support Agreement;
- (c) Pay each General Unsecured Creditor from the Remaining Unsecured Creditor Pool, a distribution in an amount equal to its Initial Pro Rata Share in respect of such General Unsecured Creditor's Proven Claim(s);
- (d) Pay all Proven BFW Construction Lien Claims in full from the BFW Holdback Pool;
- (e) Pay the Vetting Committee Fees from the CLLSP Holdback Pool; and
- (f) Pay all Proven CLLSP Construction Lien Claims from the funds remaining in the CLLSP Holdback Pool, in an amount equal to their CLLSP Initial Pro Rata Share.

### **7.2 No Distribution Pending Allowance**

- (a) Any Affected Creditor holding a Disputed Distribution Claim will not be entitled to receive a distribution under the Plan in respect of such Disputed Distribution Claim or any portion thereof unless and until, and then only to the extent that, such Disputed Distribution Claim becomes a Proven Claim;
- (b) Any Construction Lien Creditor holding a Disputed BFW Construction Lien Claim will not be entitled to receive payment hereunder in respect of such Disputed BFW Construction Lien Claim or any portion thereof unless and until, and then only to the extent that, such Disputed BFW Construction Lien Claim becomes a Proven BFW Construction Lien Claim; and
- (c) Any Construction Lien Creditor holding a Disputed CLLSP Construction Lien Claim will not be entitled to receive payment hereunder in respect of such Disputed CLLSP Construction Lien Claim or any portion thereof unless and until, and then only to the extent that, such Disputed CLLSP Construction Lien Claim becomes a Proven CLLSP Construction Lien Claim.

### **7.3 Distributions After Disputed Distribution Claims Resolved**

- (a) Cash which would otherwise be distributed in relation to a Disputed Distribution Claim of a General Unsecured Creditor will be held by the Monitor, in the

Disputed Distribution Claims Reserve Account, for the benefit of the General Unsecured Creditors until the final determination of the Disputed Distribution Claim in accordance with the Claims Procedure Order and this Plan;

- (b) To the extent that any Disputed Distribution Claim of a General Unsecured Creditor becomes a Proven Claim in accordance with this Plan and the Claims Procedure Order, the Monitor shall distribute to the holder of such Proven Claim, that Cash from the Disputed Distribution Claims Reserve Account equal to the Initial Pro Rata Share of such General Unsecured Creditor's Proven Claim. Any surplus amounts held in the Disputed Distribution Claims Reserve Account following the payment of such Proven Claims shall be transferred by the Monitor to the Unsecured Creditor Pool for distribution to the remaining Affected Creditors in respect of their Proven Claims; and
- (c) Once all Disputed Distribution Claims have been finally resolved in accordance with this Plan and the Claims Procedure Order, if any Cash remains in the Unsecured Creditor Pool the Monitor, shall, on the Final Distribution Date, make a further and final distribution to General Unsecured Creditors with Proven Claims in an amount necessary to make all distributions made under this Plan equal to such Creditor's Pro Rata Share.

#### **7.4 Distributions After Disputed BFW Construction Lien Claims Resolved**

- (a) Cash which would otherwise be distributed from the BFW Holdback Pool in relation to a Disputed BFW Construction Lien Claim will be held by the Monitor, in the Disputed BFW Construction Lien Claims Reserve Account, for the benefit of the BFW Construction Lien Creditors until the final determination of the Disputed BFW Construction Lien Claim in accordance with the Claims Procedure Order and this Plan;
- (b) To the extent that any Disputed BFW Construction Lien Claim becomes a Proven BFW Construction Lien Claim in accordance with this Plan and the Claims Procedure Order, the Monitor, shall distribute to the holder of such Proven BFW Construction Lien Claim, Cash from the Disputed BFW Construction Lien Claims Reserve Account in an amount equal to such Proven BFW Construction Lien Claim. Any surplus amounts held in the Disputed BFW Construction Lien Claims Reserve Account following the payment of such Proven BFW Construction Lien Claim shall be transferred by the Monitor to the BFW Holdback Pool; and
- (c) Once all Disputed BFW Construction Lien Claims have been finally resolved in accordance with this Plan and the Claims Procedure Order, if any Cash remains in the BFW Holdback Pool the Monitor shall promptly return such funds to NPI.

#### **7.5 Distributions After Disputed CLLSP Construction Lien Claims Resolved**

- (a) Cash which would otherwise be distributed from the CLLSP Holdback Pool in relation to a Disputed CLLSP Construction Lien Claim will be held by the Monitor, in the Disputed CLLSP Construction Lien Claims Reserve Account, for the benefit of the CLLSP Construction Lien Creditors until the final determination of the Disputed CLLSP Construction Lien Claim in accordance with the Claims Procedure Order and this Plan;

- (b) To the extent that any Disputed CLLSP Construction Lien Claim of a CLLSP Construction Lien Creditor becomes a Proven CLLSP Construction Lien Claim in accordance with this Plan and the Claims Procedure Order, the Monitor, shall distribute to the holder of such Proven CLLSP Construction Lien Claim, that Cash from the Disputed CLLSP Construction Lien Claims Reserve Account equal to the CLLSP Initial Pro Rata Construction Lien Share of such Proven CLLSP Construction Lien Claim. Any surplus amounts held in the Disputed CLLSP Construction Lien Claims Reserve Account following the payment of such Proven CLLSP Construction Lien Claims shall be transferred by the Monitor to the CLLSP Holdback Pool, for distribution to the remaining CLLSP Construction Lien Creditors limited to the amount of their Proven CLLSP Construction Lien Claims; and
- (c) Once all Disputed CLLSP Construction Lien Claims have been finally resolved in accordance with this Plan and the Claims Procedure Order, if any Cash remains in the CLLSP Holdback Pool the Monitor, shall, on the Final Distribution Date, make a further and final distribution to CLLSP Construction Lien Creditors with Proven CLLSP Construction Lien Claims in an amount necessary to make all distributions made under this plan equal to such Creditor's CLLSP Pro Rata Share.

#### **7.6 Method of Payment**

All payments to be made by the Monitor, under this Plan shall be made by cheque sent by prepaid ordinary mail to the address for such Creditor as set out in its Proof of Claim, or to such other address as may be provided by such Creditor, or an assignee in respect of such Creditor's Proven Claim.

#### **7.7 Undeliverable Distributions**

If any distribution is returned as undeliverable or is not cashed (in each case, an "**Undeliverable Distribution**") , no further distributions to such Creditor shall be made unless and until the Monitor is notified by such Creditor of its current address or wire particulars, at which time all such distributions shall be made to such Creditor without interest. All claims for undeliverable or un-cashed distributions in respect of Proven Claims shall be made on or before the date that is 6 months after the Final Distribution Date, after which date the Proven Claims of such Creditor or successor or assign of such Creditor with respect to such unclaimed or un-cashed distributions shall be forever discharged and forever barred, without any compensation therefor, notwithstanding any Applicable Law to the contrary, at which time the Cash amount held by the Monitor in relation to such Claim shall be returned to HBW or, in respect of any Undeliverable Distributions relating to Proven Construction Lien Claims, to NPI. Nothing in the Plan or Sanction Order shall require the Monitor or HBW to attempt to locate the holder of any Proven Claim or Excluded Claim.

#### **7.8 Tax Matters**

- (a) Any terms and conditions of any Affected Claims which purport to deal with the ordering of or grant of priority of payment of principal, interest, penalties or other amounts shall be deemed to be void and ineffective.
- (b) Notwithstanding any provisions of the Plan, each Person that receives a distribution, disbursement or other payment pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any Tax

obligations imposed on such Person by any Taxing Authority on account of such distribution, disbursement or payment.

- (c) Any payor shall be entitled to deduct and withhold and remit from any distribution, payment or consideration otherwise payable to any Person pursuant to the Plan such amounts as are required (a "**Withholding Obligation**") to be deducted and withheld with respect to such payment under the ITA, or any provision of federal, provincial, territorial, state, local or foreign tax law, in each case, as amended or succeeded. For greater certainty, no distribution, payment or other consideration shall be made to or on behalf of a Person until such Person has delivered to the Monitor and HBW such documentation prescribed by Applicable Law or otherwise reasonably required by the Monitor as will enable the Monitor to determine whether or not, and to what extent, such distribution, payment or consideration to such Person is subject to any Withholding Obligation imposed by any Taxing Authority.
- (d) All distributions made by HBW pursuant to the Plan shall be first in satisfaction of the portion of Affected Claims that are not subject to any Withholding Obligation.
- (e) To the extent that amounts are withheld or deducted and paid over to the applicable Taxing Authority, such withheld or deducted amounts shall be treated for all purposes of the Plan as having been paid to such Person as the remainder of the payment in respect of which such withholding and deduction were made.
- (f) For the avoidance of doubt, it is expressly acknowledged and agreed that the Monitor and any Director or Officer will not hold any assets hereunder, including Cash, or make distributions, payments or disbursements, and no provision hereof shall be construed to have such effect.

## **ARTICLE 8 IMPLEMENTATION**

### **8.1 Corporate Authorizations**

The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Plan involving corporate action of HBW will occur and be effective as of the Implementation Date, and will be authorized and approved under this Plan and by the Court, where appropriate, as part of the Sanction Order, in all respects and for all purposes without any requirement of further action by shareholder, directors or officers HBW. All necessary approvals to take actions shall be deemed to have been obtained from the Directors or the member of HBW, as applicable, including resolution or special resolution with respect to any of the steps contemplated by this Plan shall be deemed to be effective and no such agreement shall have any force or effect.

### **8.2 Pre-Implementation Date Transactions**

At least three (3) Business Days prior to the Implementation Date, the BFW Holdback Pool, the CLLSP Holdback Pool, the Unsecured Creditors Pool, the Northland Claims Pool, the Administrative Reserve, the Disputed Distribution Claims Reserve, the Disputed BFW Construction Lien Claim Reserve and the Disputed CLLSP Construction Lien Claim Reserve shall be created pursuant to Article 5 hereof.

### 8.3 Implementation Date Transactions

Commencing at the Effective Time, the following events or transactions will occur, or be deemed to have occurred and be taken and effected, and at the times set out in this section (or in such other manner or order or at such other time or times as HBW may determine in consultation with the Monitor), without any further act or formality required on the part of any Person, except as may be expressly provided herein:

- (a) Payments by HBW: The Monitor, on behalf of HBW, shall pay any known Administrative Reserve Costs, including without limitation the Priority Claims, from the Administrative Reserve Account.
- (b) Continuation of Administration Charge and Director's Charge: The Administration Charge and the Directors' Charge shall continue and shall attach solely against the Administrative Reserves from and after the Implementation Date pursuant to and in accordance with the Sanction Order;
- (c) Construction Lien Claims: Construction Lien Creditors shall be entitled to the treatment set out in Article 6 hereof;
- (d) Convenience Class Creditors: Convenience Class Creditors shall be entitled to treatment set out in section 4.1 hereof;
- (e) General Unsecured Creditors: General Unsecured Creditors shall be entitled to the treatment set out in section 4.2 hereof;
- (f) Northland Claims: The Monitor, shall make distributions from the Northland Claims Pool as set out in section 4.3 hereof and HBW shall be hereby deemed to consent to an Order for (i) the return to the Northland Parties of any collateral security posted by the Northland Parties to vacate the registration of liens registered pursuant to the CLA in respect of the Facilities, (ii) the dismissal of any actions and crossclaims in respect of the Facilities on a without costs basis, (iii) the discharge of all Construction Lien Claims, and (iv) as the Order is on consent, the dispensing with Rule 72.03(2)(c);
- (g) Intercompany Claims: Intercompany Claims shall be treated in the manner so elected by the Applicant with consent of the Plan Sponsors;
- (h) Cancellation of WCI Membership Interest: WCI's membership interest in the Applicant shall be cancelled without any consideration;
- (i) Issuance of New Membership Interests: New membership interests in the Applicant shall be issued to White Construction Energy Services, LLC; and
- (j) Compromise, Satisfaction and Release: The compromises with the Affected Creditors and the release of the Released Parties referred to herein shall become effective in accordance with Article 9 hereof.

### 8.4 Post-Implementation Date Transactions

- (a) As soon as reasonably practical following the Implementation Date, HBW shall obtain court orders in the HBW lien actions and the HBW subcontractor lien actions that:
  - (i) Discharge the lien;

- (ii) Dismiss the action, any counterclaim and crossclaim on a without costs basis;
  - (iii) Return to NPI's counsel for cancellation, the letters of credit posted by NPI to vacate the construction liens; and
  - (iv) Dispense with Rule 72.03(2)(c).
- (b) For the purpose aforesaid, the Northland Parties and the Construction Lien Creditors are deemed to hereby consent to the aforesaid order in (a) above and hereby authorize counsel for HBW to execute the consent to the aforesaid Order on their behalf.
- (c) The Monitor shall, as and when it determines appropriate, transfer any unused portion of the Administrative Reserve Account to HBW.
- (d) The Monitor, shall pay the Disputed Construction Lien Claims which have become Proven Construction Lien Claims, in accordance with Article 7.

## **ARTICLE 9 RELEASES**

### **9.1 Plan Releases**

- (a) At the Effective Time on the Implementation Date, each member of the IEA Group and their respective affiliates and each of their respective shareholders, partners, Directors, Officers, current and former employees, financial advisors, legal counsel and agents, including the CRO (being referred to collectively as the "**HBW Released Parties**") shall be released and discharged from any and all demands, claims, (including any claims arising under section 135 of the *Companies Act* (Nova Scotia), liabilities, causes of action, debts, accounts, covenants, damages, executions and other recoveries based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, applications, counterclaims, suits, sums of money, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Creditor, Affected Creditor, or other Person may be entitled to assert, including any and all Claims in respect of the payment and receipt of proceeds, statutory liabilities of the Directors, Officers and employees of the HBW Released Parties and any alleged fiduciary or other duty (whether such employees are acting as a Director, Officer or employee), whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Filing Date, or arising out of or in connection with the Claims, the Facilities, the Plan, the CCAA Proceedings, any Claim that has been barred or extinguished by the Claims Procedure Order or any Wind-up Claim, and all such claims shall be forever waived and released (other than the right to enforce HBW's or the Plan Sponsor's obligations under the Plan or any related document), all to the full extent permitted by Applicable Law, provided that nothing herein shall release or discharge any contractual



guarantees of any HBW Party (other than contractual guarantees granted by HBW) or any Excluded Claims. All Intercompany Claims and DIP Claims owing by HBW to WCI shall not be released unless the Applicant, with the consent of the Plan Sponsors, elects to extinguish such obligations.

- (b) At the Effective Time on the Implementation Date, the Monitor, A&M, the Northland Parties and their respective subsidiaries and affiliates and each of their respective shareholders, partners, officers, directors, current and former employees, financial advisors, counsel to the Directors, and all of their respective advisors, legal counsel and agents (being referred to individually as a “**Third Party Released Party**”) are hereby released and discharged from any and all demands, claims, liabilities, causes of action, debts, accounts, covenants, damages, executions and other recoveries based in part or taking place on or prior to the Implementation Date, actions, applications, counterclaims, suits, sums of money, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the later of the Implementation Date and are in any way relating to, arising out of or in connection with the Claims, the Facilities, the Plan, the Contracts, the CCAA Proceedings, or any Claim that has been barred or extinguished by the Claims Procedure Order, and all claims arising out of such actions or omissions shall be forever waived and released (other than the right to enforce the Monitor’s or the Northland Parties’ obligations under the Plan or any related document), all to the full extent permitted by Applicable Law, provided that nothing herein shall release or discharge any Third Party Released Party if such Third Party Released Party is judged by the expressed terms of a judgment rendered on a final determination on the merits to have committed criminal, fraudulent or other wilful misconduct.
- (c) The Sanction Order will enjoin the prosecution, whether directly, derivatively or otherwise, of any Claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, liability or interest released, discharged, compromised or terminated pursuant to the Plan including Wind-up Claim.
- (d) Nothing in the Plan shall be interpreted as restricting the application of Section 21 of the CCAA.

## **9.2 Timing of Releases and Injunctions**

All releases and injunctions set forth in this Article 9 shall become effective on the Implementation Date.

## **9.3 Knowledge of Claims**

Each Person to which Section 9.1 hereof applies shall be deemed to have granted the releases set forth in Section 9.1 notwithstanding that it may hereafter discover facts in addition to, or different from, those which it now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such party expressly waives any and all rights that it may have under any applicable law which would limit the effect

of such releases to those Claims or causes of action known or suspected to exist at the time of the granting of the release.

## **ARTICLE 10 COURT SANCTION, CONDITIONS PRECEDENT AND IMPLEMENTATION**

### **10.1 Application for Sanction Order**

If this Plan is approved by the Required Majority, the Applicant shall apply for the Sanction Order on the date set out in the Meeting Order or such later date as the Court may set.

### **10.2 Sanction Order**

The Sanction Order shall, among other things, declare that:

- (a) (i) this Plan has been approved by the Required Majority in conformity with the CCAA; (ii) the Applicant acted in good faith and has complied with the provisions of the CCAA and the Orders made in the CCAA Proceedings in all respects; (iii) the Court is satisfied that the Applicant has not done nor purported to do anything that is not authorized by the CCAA; and (iv) this Plan and the transactions contemplated by it are fair and reasonable;
- (b) this Plan (including the arrangements and releases set out herein) has been sanctioned and approved pursuant to section 6 of the CCAA and will be binding and effective as herein set out on the Applicant, all Affected Creditors, all Construction Lien Creditors, and all other Persons as provided for in this Plan or in the Sanction Order;
- (c) upon the delivery of the Monitor's Certificate to the Applicant, all necessary parties shall take such steps as a required to implement the steps set out in section 8.4 hereof;
- (d) the payment obligations of the Plan Sponsors and HBW under Article 5 have been satisfied in full pursuant to the instructions of the Monitor, the Plan Implementation has occurred subject to the conditions in section 10.3, and the Plan Sponsors and HBW will have no further liability whatsoever in connection with such payments;
- (e) subject to the performance by the Applicant of its obligations under this Plan, and except to the extent expressly contemplated by this Plan or the Sanction Order, all obligations or agreements to which the Applicant is a party immediately prior to the Effective Time, will be and shall remain in full force and effect as at the Implementation Date, unamended except as they may have been amended by agreement of the parties subsequent to the Filing Date, and no Person who is a party to any such obligations or agreements shall, following the Implementation Date, accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, option, dilution or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason of:
  - (i) any defaults or events of default arising as a result of the insolvency of the Applicant prior to the Implementation Date;

- (ii) any change of control of the Applicant arising from implementation of this Plan;
  - (iii) the fact that the Applicant has sought or obtained relief under the CCAA or that this Plan has been implemented by the Applicant;
  - (iv) the effect on the Applicant of the completion of any of the transactions contemplated by this Plan;
  - (v) any compromises or arrangements effected pursuant to this Plan; or
  - (vi) any other event(s) which occurred on or prior to the Implementation Date which would have entitled any Person to enforce rights and remedies, subject to any express provisions to the contrary in any agreements entered into with the Applicant after the Filing Date;
- (f) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise, of any Affected Claims and Construction Lien Claims shall be permanently enjoined as against HBW and the Northland Parties, as applicable;
- (g) the releases effected by this Plan shall be approved, and declared to be binding and effective as of the Implementation Date upon all Affected Creditors, holders of Construction Lien Claims and all other Persons affected by this Plan and shall enure to the benefit of all such Persons; and
- (h) from and after the Implementation Date, all Persons shall be deemed to (i) have consented and agreed to all of the provisions of this Plan; and (ii) have granted, and executed and delivered to the Applicant and the Northland Parties, as applicable, all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety.

### **10.3 Conditions to the Implementation Date**

The implementation of this Plan shall be conditional upon the fulfillment, satisfaction or waiver (to the extent permitted by Section 10.4 hereof) of the following conditions:

- (a) The Court shall have granted the Sanction Order containing the provisions set out in section 10.2 herein, the operation and effect of which shall not have been stayed, reversed or amended, and in the event of an appeal or application for leave to appeal, final determination shall have been made by the applicable appellate court;
- (b) No Applicable Law shall have been passed and become effective, the effect of which makes the consummation of this Plan illegal or otherwise prohibited;
- (c) All necessary judicial consents and any other necessary or desirable third party consents, if any, to deliver and implement all matters related to this Plan shall have been obtained;
- (d) All documents necessary to give effect to all material provisions of this Plan (including the Sanction Order, this Plan, and all documents related thereto) shall have been executed and/or delivered by all relevant Persons in form and substance satisfactory to the Applicant;

- (e) All material filings under applicable Laws shall have been made and any material regulatory consents or approvals that are required in connection with this Plan shall have been obtained and, in the case of waiting or suspensory periods, such waiting or suspensory periods shall have expired or been terminated;
- (f) All conditions to implementation of this Plan set out in both of the Settlement and Support Agreements shall have been satisfied or waived in accordance with their terms and both of the Settlement and Support Agreements shall not have been terminated; and
- (g) The Northland Parties and Plan Sponsors shall have made the payments in accordance with Article 5 hereof.

#### **10.4 Waiver of Conditions**

The Applicant, in consultation with the Monitor, may at any time and from time to time waive the fulfillment or satisfaction, in whole or in part, of the conditions set out herein, to the extent and on such terms as such parties may agree to, provided however that the Northland Parties', excluding MMWF, treatment hereunder may only be modified with the consent of the Northland Parties, excluding MMWF.

#### **10.5 Implementation Provisions**

If the conditions contained in Section 10.3 are not satisfied or waived (to the extent permitted under Section 10.4) by the Outside Date, unless the Applicant, in consultation with the Monitor, agrees in writing to extend such period, this Plan and the Sanction Order shall cease to have any further force or effect and will not be binding on any Person.

#### **10.6 Monitor's Certificate of Plan Implementation**

Upon written notice from the Applicant (or counsel on its behalf) to the Monitor that the conditions to Plan implementation set out in Section 10.3, have been satisfied or waived, the Monitor shall, as soon as possible following receipt of such written notice, deliver to the Applicant and file with the Court, a certificate (the "**Monitor's Certificate**") which states that all conditions precedent set out in Section 10.3 have been satisfied or waived and that Implementation Date (which shall be set out on the certificate) has occurred.

### **ARTICLE 11 GENERAL**

#### **11.1 Deeming Provisions**

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

#### **11.2 Claims Bar Date**

Nothing in this Plan extends or shall be interpreted as extending or amending the Claims Bar Date, or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Procedure Order.

#### **11.3 Non-Consummation**

The Applicant reserves the right to revoke or withdraw this Plan at any time prior to the Implementation Date.

If the Implementation Date does not occur on or before the Outside Date (as the same may be extended in accordance with the terms hereof and of the Settlement and Support Agreements), or if this Plan is otherwise withdrawn in accordance with its terms: (a) this Plan shall be null and void in all respects, and (b) nothing contained in this Plan, and no acts taken in preparation for consummation of this Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against the HBW Parties, their respective successors or any other Person; (ii) prejudice in any manner the rights of the HBW Parties, their respective successors or any other Person in any further proceedings involving the HBW Parties or their respective successors; or (iii) constitute an admission of any sort by the HBW Parties, their respective successors or any other Person.

#### **11.4 Modification of Plan**

- (a) The Applicant may, at any time and from time to time, amend, restate, modify and/or supplement this Plan with the consent of the Monitor, provided that any such amendment, restatement, modification or supplement must be contained in a written document that is filed with the Court and:
  - (i) if made prior to or at the Creditors' Meeting: (A) the Monitor, the Applicant or the Chair (as defined in the Meeting Order) shall communicate the details of any such amendment, restatement, modification and/or supplement to Affected Creditors and other Persons present at the Creditors' Meeting prior to any vote being taken at the Creditors' Meeting; (B) the Applicant shall provide notice to the service list of any such amendment, restatement, modification and/or supplement and shall file a copy thereof with the Court forthwith and in any event prior to the Court hearing in respect of the Sanction Order; and (C) the Monitor shall post an electronic copy of such amendment, restatement, modification and/or supplement on the Monitor's Website forthwith and in any event prior to the Court hearing in respect of the Sanction Order;
  - (ii) if made following the Creditors' Meeting: (A) the Applicant shall provide notice to the service list of any such amendment, restatement, modification and/or supplement and shall file a copy thereof with the Court; (B) the Monitor shall post an electronic copy of such amendment, restatement, modification and/or supplement on the Monitor's Website; and (C) such amendment, restatement, modification and/or supplement shall require the approval of the Court following notice to the Affected Creditors; and
  - (iii) if such modification impacts the treatment of the Northland Parties, excluding MMWF, the modification must be acceptable to the Northland Parties, excluding MMWF.
- (b) Any amended, restated, modified or supplementary plan or plans of compromise filed with the Court and, if required by this section, approved by the Court, shall, for all purposes, be and be deemed to be a part of and incorporated in this Plan.

#### **11.5 Severability of Plan Provisions**

If, prior to the Effective Time, any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, at the request of the Applicant, the Court shall have the power to either (a) sever such term or provision from the balance of this Plan and provide the Applicant with the

option to proceed with the implementation of the balance of this Plan as of and with effect from the Effective Time, so long as the treatment of the Northland Parties, excluding MMWF, remains unchanged, or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted, provided that the treatment of the Northland Parties, excluding MMWF, remains unchanged. Notwithstanding any such holding, alteration or interpretation, and provided that this Plan is implemented, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

#### **11.6 Preservation of Rights of Action**

Except as otherwise provided in this Plan or in the Sanction Order, or in any contract, instrument, release, indenture or other agreement entered into in connection with this Plan, following the Implementation Date, the Applicant will retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all claims, rights or causes of action, suits and proceedings, whether in law or in equity, whether known or unknown, that the Applicant may hold against any Person or entity without further approval of the Court.

#### **11.7 Responsibilities of Monitor**

The Monitor is acting and will continue to act in all respects in its capacity as Monitor in the CCAA Proceedings with respect to HBW and not in its personal or corporate capacity, including without limitation the establishment and administration of the Northland Claims Pool, the Remaining Unsecured Creditor Pool, the Unsecured Creditor Pool, the BFW Holdback Pool, the CLLSP Holdback Pool, the Administrative Reserve, the Disputed BFW Construction Lien Claims Reserve, and the Disputed CLLSP Construction Lien Claims Reserve, the Disputed Distribution Claim Reserve (including any adjustments with respect to same) and establishing any of distribution dates, Effective Time or the timing or sequence of the plan transaction steps. The Monitor will not be responsible or liable whatsoever for any obligations of HBW or the Plan Sponsors. The Monitor will have the powers and protections granted to it by the Plan, the CCAA, the Initial Order, the Meeting Order, the Sanction and Vesting Order and any other Order made in the CCAA Proceedings.

#### **11.8 Different Capacities**

Persons who are affected by the Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless expressly agreed by a Person in writing or unless its Claims overlap or are otherwise duplicative.

#### **11.9 Notices**

Any notice or other communication to be delivered hereunder must be in writing and refer to this Plan and may, as hereinafter provided, be made or given by personal delivery, ordinary mail, email or by facsimile addressed to the respective Parties as follows:

- (a) HBW c/o the CRO  
Ankura Consulting Group  
747 Third avenue, 35th Floor

New York, NY 10017

Attention: Philip Gund  
Email: Philip.Gund@AnkuraConsulting.com

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

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

Attention: R. Shayne Kukulowicz/ Jane O. Dietrich  
Email: skukulowicz@casselsbrock.com/  
jdietrich@casselsbrock.com

- (b) If to the IEA Group  
c/o Infrastructure & Energy Alternatives LLC  
2647 Waterfront Parkway E. Dr. Suite 100  
Indianapolis, IN 46214

Attention: David Bostwick  
Vice President and General Counsel  
Email: David.Bostwick@iea.net

- (c) If to the Monitor, at:

Alvarez & Marsal Canada Inc.  
Royal Bank Plaza, South Tower  
Suite 2900  
200 Bay Street  
Toronto, Ontario M5J 2J1

Attention: Alan J. Hutchens/ Joshua Nevsky  
Email: ahutchens@alvarezandmarsal.com/  
jnevsky@alvarezandmarsal.com

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

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

Attention: L. Joseph Latham and Jesse Mighton  
Email: jlatham@goodmans.ca/  
jmighton@goodmans.ca

or to such other address as any Party may from time to time notify the others in accordance with this section. Any such communication so given or made shall be deemed to have been given or

made and to have been received on the day of delivery if delivered, or on the day of faxing or emailing, provided that such day in either event is a Business Day and the communication is so delivered, faxed or emailed before 5:00 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

#### **11.10 Paramountcy**

From and after the Effective Time on the Implementation Date, any conflict between:

- (a) this Plan; and
- (b) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, note, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between any Person and the Applicant and/or the Subsidiaries as at the Implementation Date,

will be deemed to be governed by the terms, conditions and provisions of this Plan and the Sanction Order, which shall take precedence and priority.

#### **11.11 Further Assurances**

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan without any further act or formality, each of the Persons named or referred to in, or subject to, this Plan will make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them to carry out the full intent and meaning of this Plan and to give effect to the transactions contemplated herein.

Dated this 12th day of September, 2016.



TAB B

This is Exhibit "B" referred to in the affidavit of  
Philip J. Gund sworn before me at New York,  
New York this 12<sup>th</sup> day of September 2016

.....  
Name of Notary Public: Malisa K C  
Notary Public-State of New York  
My commission Expires on: 8/25/20

MALISA K. GRIFFITH  
Notary Public, State of New York  
No. 01GR6191919  
Qualified in Queens County  
Commission Expires Aug. 25, 2020

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

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



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

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

(the "Applicant")

INITIAL ORDER

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

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

## SERVICE

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

## APPLICATION

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

## PLAN OF ARRANGEMENT

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

## POSSESSION OF PROPERTY AND OPERATIONS

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

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

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

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

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

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

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

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

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

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

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

10. **THIS COURT ORDERS** that, except as specifically permitted herein or in the Definitive Documents (as defined below), the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests,

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

## RESTRUCTURING

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

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

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

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

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

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

#### **NO PROCEEDINGS AGAINST THE APPLICANT, PROJECT OWNERS OR THE PROPERTY**

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

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

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



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

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

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

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

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

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

## **CONSTRUCTION LIENS**

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

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

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

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

#### **NO INTERFERENCE WITH RIGHTS**

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

#### **CONTINUATION OF SERVICES**

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

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

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

#### **NON-DEROGATION OF RIGHTS**

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

#### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

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

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

#### **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

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

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

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

#### **APPROVAL OF CRO ENGAGEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **APPOINTMENT OF MONITOR**

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

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

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

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

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

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



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

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

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

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

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

## DIP FINANCING

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

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

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

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

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

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

amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender, and the DIP Lender, upon seven (7) days notice to the Applicant and the Monitor, may exercise any and all of its other rights and remedies against the Applicant or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and

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

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

#### **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

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

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

Second – DIP Lender's Charge; and

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

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

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

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

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

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

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

#### **SERVICE AND NOTICE**

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

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

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

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

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

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

#### **GENERAL**

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

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

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

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

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

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

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

JUL 07 2016



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

**INITIAL ORDER**

**Cassels Brock & Blackwell LLP**

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Toronto, ON M5H 3C2

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



TAB C

This is Exhibit "C" referred to in the affidavit of  
Philip J. Gund sworn before me at New York,  
New York this 12<sup>th</sup> day of September 2016

Name of Notary Public: Malisa K C  
Notary Public-State of New York  
My commission Expires on: 8/25/20

MALISA K. GRIFFITH  
Notary Public, State of New York  
No. 01GR6191919  
Qualified in Queens County  
Commission Expires Aug. 25, 2020

**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 Liable 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.



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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](mailto: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:

Name(s) of Director(s), and/or Officers	Currency	Amount of Claim	Amount of Claim (including interest up to and including July 7, 2016)

**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.**

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

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

**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 (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"/>

**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.

<b>4. Certification</b>	
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: _____	Witness: _____
	(signature)
Name: _____	_____
	(print)
Title: _____	
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. Liable Amount <sup>2</sup>	\$	\$
B. Other	\$	\$
<b>C. Total Claim</b>	<b>\$</b>	<b>\$</b>

**4. Reasons for Dispute:**

---

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

<sup>2</sup> "Liable 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. G-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

R. Shayne Kukulowicz LSUC #:30729S

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

Court File No. CV-16-11452-00CL

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.

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

Proceeding commenced at Toronto

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**AFFIDAVIT OF PHILIP J. GUND  
SWORN SEPTEMBER 12, 2016  
(MEETING ORDER AFFIDAVIT)**

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**Cassels Brock & Blackwell LLP**

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

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nlevine@casselsbrock.com

Lawyers for 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

**MOTION RECORD  
Returnable September 19<sup>th</sup>, 2016  
(Meeting Order)**

**Cassels Brock & Blackwell LLP**

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

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