

**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 October 24, 2016
(Sanction)**

October 18, 2016

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

R. Shayne Kukulowicz LSUC#30729S
Tel: 416.860.6463
Fax: 416.640.3176
skukulowicz@casselsbrock.com

Jane O. Dietrich LSUC# 49302U
Tel: 416.860.5223
Fax: 416.640.3144
jdietrich@casselsbrock.com

Natalie E. Levine LSUC #64908K
Tel: 416.860.6568
Fax: 416.640.3207
nlevine@casselsbrock.com

Lawyers for H.B. White Canada Corp.

TO: THE SERVICE LIST

SERVICE LIST (AS OF OCTOBER 14, 2016)

TO: CASSELS, BROCK & BLACKWELL LLP

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

R. Shayne Kukulowicz
Telephone: 416.860.6463
Fax: 416.640.3176
Email: skukulowicz@casselsbrock.com

Jane O. Dietrich
Telephone: 416.860.5223
Fax: 416.640.3144
Email: jdietrich@casselsbrock.com

Natalie E. Levine
Telephone: 416.860.6568
Fax: 416.640.3207
Email: nlevine@casselsbrock.com

Counsel to the Applicant

AND TO: ALVAREZ & MARSAL CANADA INC.

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

Al Hutchens
Telephone: 416.847.5159
Fax: 416.847.5201
Email: ahutchens@alvarezandmarsal.com

Josh Nevsky
Telephone: 416.847.5161
Fax: 416.847.5201
Email: jnevsky@alvarezandmarsal.com

Steven Glustein
Telephone: 416.847.5173
Fax: 416.847.5201
Email: sglustein@alvarezandmarsal.com

Court-Appointed Monitor

AND TO: GOODMANS LLP
Bay Adelaide Centre
333 Bay Street
Suite 3400
Toronto, ON M5H 2S7

Brendan O'Neill
Telephone: 416.849.6017
Fax: 416.979.1234
Email: boneill@goodmans.ca

L. Joseph Latham
Telephone: 416.597.4211
Fax: 416.979.1234
Email: jlatham@goodmans.ca

Jesse Mighton
Telephone: 416.597.5148
Fax: 416.979.1234
Email: jmighton@goodmans.ca

Counsel to the Monitor

AND TO: OSLER, HOSKIN & HARCOURT LLP
1 First Canadian Place
100 King Street West
Suite 6200, P.O. Box 50
Toronto, ON M5X 1B8

Marc Wasserman
Telephone: 416.862.4908
Email: mwasserman@osler.com

Martino Calvaruso
Telephone: 416.862.6665
Email: mcalvaruso@osler.com

Shawn Irving
Telephone: 416.862.4733
Email: sirving@osler.com

Counsel to Northland Power Inc.

AND TO: BENNETT JONES LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Mark S. Laugesen
Telephone: 416.777.4802
Fax: 416.863.1716
Email: LaugesenM@bennettjones.com

Counsel to Wells Fargo Bank, National Association

AND TO: PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY
10019-6065

Brian S. Hermann
Telephone: 212.373.3545
Fax: 212.492.0545
Email: bhermann@paulweiss.com

*Counsel to Oaktree Power Opportunities Fund III, L.P.
and Oaktree Power Opportunities Fund III (Parallel), L.P.*

AND TO: KOSKIE MINSKY
20 Queen Street West, Suite 900
Toronto, ON M5H 3R3

Demetrios Yiokaris
Telephone: 416.595.2130
Fax: 416.204.2810
Email: dyiokaris@kmlaw.ca

Counsel to International Union of Operating Engineers, Local 793

AND TO: SPARK LLP
169 King Street East, Third Floor
Toronto, ON M5A 1J4

Jeffrey B. Rosekat
Telephone: 416.639.2151
Fax: 416.490.4888
Email: jeff@spark.law

Counsel to Stantec

AND TO: DISCOUNT CAR AND TRUCK RENTALS
720 Arrow Road
Toronto, ON M9M 2M1

Ralf Peichl, CCP
Telephone: 416.744.0123 ext.210
Fax: 416.744.0624
Email: rpeichl@discountcar.com

AND TO: CHALLENGER MOTOR FREIGHT INC.
300 Maple Grove Road
Cambridge, ON N3E 1B7

Hartley Isenberg
Telephone: 647.963.1872
Fax: 905.889.1698
Email: isenberg@sympatico.ca

AND TO: DEPARTMENT OF JUSTICE
Ontario Regional Office
130 King Street West, Suite 3400
Toronto, ON
M5X 1K6

Diane Winters
Telephone: 416.973.3172
Fax: 416.973.0810
Email: Diane.Winters@justice.gc.ca

Counsel to Attorney General of Canada in Right of Canada

AND TO: SICOTTE GUILBAULT LEGAL SERVICES
4275 Innes Road
Ottawa, ON K1C 1T1

Stephane Hutt
Telephone: 613.837.7408
Fax: 613.837.8015
Email: shutt@sicotte.ca

Counsel to 2343398 Ontario Inc.

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

DOCUMENT		TAB
Notice of Motion	1	
Draft Order		A
Affidavit of Philip J. Gund sworn October 18, 2016	2	
Exhibit "A" – Affidavit of Philip J. Gund sworn September 12, 2016		A
Exhibit "B" – Affidavit of Natalie E. Levine sworn October 13, 2016		B

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
(Sanction)
(Returnable October 24, 2016)**

The Applicant will make a Motion before a Judge of the Ontario Superior Court of Justice, (Commercial List) (the "**Court**"), on October 24, 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 "**Sanction 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) declaring that the Creditors' Meeting¹ held on October 17, 2016 was duly convened and held, all in accordance with the Meeting Order;
 - (c) sanctioning and approving the Amended Plan of Compromise and Arrangement, dated October 13, 2016 (the "**Plan**");
 - (d) authorizing and directing the Applicant and the Monitor to take all steps and actions necessary or appropriate to implement the Plan;
 - (e) authorizing the cancellation of WCI's membership interests in HBW upon the implementation of the Plan, and providing for new membership interests to be issued thereupon to White Construction Energy Services, LLC;
 - (f) releasing and discharging all claims against the IEA Group, including the respective Officers and Directors of HBW and other members of the IEA Group, the Monitor, A&M, the Northland Parties and other third parties as contemplated by the Plan;
 - (g) approving (i) the third report of Alvarez & Marsal Canada Inc. in its capacity as court appointed monitor (the "**Monitor**") dated October 3, 2016 (the "**Third Report**"), and its activities as set out therein and (ii) the fourth report of the Monitor, to be filed (the "**Fourth Report**"), and its activities as set out therein; and
2. Such further and other relief as this Honourable Court may deem just.

¹ Capitalized terms not otherwise defined in this Notice of Motion have the meaning given to them in the Plan.

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) On September 19, 2016, the Court granted the Meeting Order, *inter alia*: (i) accepting the Plan for filing; (ii) authorizing the Applicant to convene the Creditors' Meeting; and (iii) establishing the procedures for the conduct of the Creditors' Meeting;
- (d) The Creditors' Meeting was held in Toronto, Ontario on October 17, 2016 in accordance with the procedures in the Meeting Order;
- (e) The Applicant has achieved the required statutory "double majority" needed to approve the Plan. The Eligible Voting Creditors that were present in person or by proxy and voting (or were deemed to vote) at the Creditors' Meeting voted overwhelmingly to approve the Plan Resolution (as defined in the Meeting Order) in favour of the Plan;
- (f) Sanction of the Plan is a crucial and necessary step toward the resolution of these CCAA proceedings;
- (g) If the Plan is sanctioned and the other conditions precedent to closing are satisfied or waived, the Plan will:

- (i) implement the settlement negotiated with the Northland Parties pursuant to the Settlement and Support Agreements and provide the releases contemplated thereby;
- (ii) provide a structured and efficient method to effect payment of all or a portion of the Proven Construction Lien Claims in accordance with the Settlement and Support Agreements;
- (iii) affect a compromise, settlement and payment of all Proven Claims;
- (iv) allow the Applicant to reorganize and continue to provide certain ongoing warranty services to its remaining customers;
- (v) 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, HBW having limited its liability to WCI by avoiding a Wind-up Claim;
- (vi) release all claims against the Monitor, A&M, and the Northland Parties; and
- (vii) comply with the Initial Order, Claims Procedure Order and the Meeting Order;

- (h) It is just and convenient and in the interests of the Applicant and their stakeholders that the Sanction Order be granted;
- (i) There has been strict compliance with all statutory requirements;
- (j) Nothing has been done or purported to be done that is not authorized by the CCAA;
- (k) The Plan is fair and reasonable;

- (l) Those grounds as set out in the Affidavit of Philip J. Gund sworn October 18, 2016 the exhibits thereto (the “**Gund Affidavit**”);
- (m) Those further grounds set out in the Third Report and the Fourth Report, and the appendices thereto;
- (n) The provisions of the CCAA and the inherent and equitable jurisdiction of this Court;
- (o) Rule 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Ontario Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (p) 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 Third Report;
- (c) the Fourth Report;
- (d) the Initial Order, the Claims Procedure Order, and the Meeting Order; and

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

October 18, 2016

CASSELS BROCK & BLACKWELL LLP

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

R. Shayne Kukulowicz LSUC# 30729S

Tel: 416.860.6463

Fax: 416.640.3176

skukulowicz@casselsbrock.com

Jane O. Dietrich LSUC# 49302U

Tel: 416.860.5223

Fax: 416.640.3144

jdietrich@casselsbrock.com

Natalie E. Levine LSUC# 64908K

Tel: 416.860.6568

Fax: 416.640.3207

nlevine@casselsbrock.com

Lawyers for H.B. White Canada Corp.

A

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

THE HONOURABLE MR.)
JUSTICE NEWBOULD) MONDAY, THE 24TH
DAY OF OCTOBER, 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 AND
ARRANGEMENT OF H.B. WHITE CANADA CORP.

Applicant

**ORDER
(Plan Sanction)**

THIS MOTION made by H.B. White Canada Corp. (the "**Applicant**" or "**HBW**") for an Order (the "**Sanction Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended ("**CCAA**") *inter alia* (a) approving and sanctioning the Amended Plan of Compromise and Arrangement of the Applicant dated October 13, 2016 (the "**Plan**"), a copy of which is attached as Schedule "A" to this Sanction Order, and (b) approving the third report of Alvarez & Marsal Canada Inc., in its capacity as Monitor (the "**Monitor**"), dated October 3, 2016 (the "**Third Report**") and the fourth report of the Monitor, dated ●, 2016 (the "**Fourth Report**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the within Notice of Motion, the Affidavit of Philip J. Gund sworn October 18, 2016, including the exhibits thereto, the Third Report and the Fourth Report, and upon hearing the submissions of counsel for the Applicant and the Monitor and ●, no one else appearing although duly served as appears from the affidavit of service of ● sworn October 18, 2016,

DEFINED TERMS

1. **THIS COURT ORDERS** that all capitalized terms not otherwise defined herein shall be as defined in the Plan or as in the Meeting Order made in this proceeding (the “**CCAA Proceeding**”) by Justice Newbould on September 19, 2016 (the “**Meeting Order**”), as applicable.

SERVICE, NOTICE AND MEETINGS

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record, the Third Report and the Fourth Report be and is hereby validated such 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.

3. **THIS COURT ORDERS AND DECLARES** that there has been good and sufficient service, delivery and notice to all Eligible Voting Creditors of the Meeting Materials (as defined in the Meeting Order), and that the Creditors’ Meeting was duly, called, convened, held and conducted all in conformity with the CCAA and all other Orders of this Court in the CCAA Proceeding (collectively, the “**CCAA Orders**”).

SANCTION OF THE PLAN

4. **THIS COURT ORDERS AND DECLARES** that:

- (a) the Plan has been approved by the Required Majority, all in conformity with the CCAA and the terms of the Meeting Order;
- (b) the Applicant has acted, and is acting, in good faith and with due diligence, and has complied with the provisions of the CCAA and the CCAA Orders in all respects;
- (c) the Court is satisfied that the Applicant has not done or purported to do anything that is not authorized by the CCAA; and
- (d) the Plan, all terms and conditions thereof, and the matters and the transactions contemplated thereby, are fair and reasonable.

5. **THIS COURT ORDERS** that the Plan is hereby sanctioned and approved pursuant to section 6 of the CCAA.

PLAN IMPLEMENTATION

6. **THIS COURT ORDERS AND DECLARES** that the Plan and all associated steps, compromises, transactions, arrangements, releases and reorganizations effected thereby (including, without limitation, the steps in Article 8 of the Plan) are hereby approved, shall be deemed to be implemented and shall be binding and effective as of the Effective Time in accordance with the terms of the Plan or at such other time, times or manner as may be set forth in the Plan in the sequence provided therein, and shall enure to the benefit of and be binding and effective upon the Applicant, the Directors, the Officers, the Plan Sponsors, all Affected Creditors, all Construction Lien Creditors, the Released Parties and all other Persons and parties named or referred to in, affected by, or subject to the Plan as provided for in the Plan or this Order.

7. **THIS COURT ORDERS** that each of the Applicant, the Directors, the Officers, and the Monitor is authorized and directed to take all steps and actions and to do all things, necessary or appropriate, to implement the Plan in accordance with its terms and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, disbursements, payments, deliveries, allocations, instruments and agreements contemplated by, and subject to the terms and conditions of, the Plan, and all such steps and actions are hereby authorized, ratified and approved. None of the Applicant, the Directors, the Officers or the Monitor shall incur any liability as a result of acting in accordance with the terms of the Plan and this Order, other than any liability arising out of or in connection with the gross negligence or wilful misconduct of such parties.

8. **THIS COURT ORDERS** that upon delivery of written notice from the Applicant (or counsel on its behalf) to the Monitor that the conditions precedent as set out in the Plan have been satisfied or waived, as applicable, in accordance with the terms of the Plan, the Monitor shall as soon as possible following receipt of such written notice, deliver to the Applicant a certificate signed by the Monitor substantially in the form attached hereto as Schedule "B" (the "**Monitor's Certificate**") certifying that all conditions precedent set out in the Plan have been satisfied or waived and that the Implementation Date has occurred and that the Plan and the provisions of this Sanction Order which come into effect on the Implementation Date are effective in accordance with their respective terms. Following the delivery of the Monitor's Certificate to the Applicant, the Monitor shall file the Monitor's Certificate with the Court, and shall post a copy of same, once filed, on the Monitor's website and provide a copy to the Service

List. Upon delivery of the Monitor's Certificate to the Applicant, all necessary parties shall take such steps as are required to implement the steps set out in section 8.4 of the Plan.

9. **THIS COURT ORDERS** that, effective on the Implementation Date the share certificate in the capital stock of HBW registered in the name of WCI for 100 shares issued for \$1.00 each be cancelled and a new share certificate for 100 shares be issued for \$1.00 each to White Construction Energy Services, LLC, such share certificate to be signed by any officer or director of HBW.

COMPROMISE OF CLAIMS AND EFFECT OF PLAN

10. **THIS COURT ORDERS** that, pursuant to and in accordance with the terms of the Plan, on the Implementation Date, all existing Claims of Affected Creditors against the Applicant shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, extinguished and barred and all proceedings with respect to, in connection with or relating to such Affected Claims shall permanently be stayed against the Released Parties, subject only to the right of Affected Creditors to receive the distributions pursuant to the Plan and this Order in respect of their Claims, in the manner and to the extent provided for in the Plan.

11. **THIS COURT ORDERS** that the determination of Proven Claims in accordance with the Claims Procedure Order and Plan shall be final and binding on the Applicant and all Affected Creditors.

12. **THIS COURT ORDERS** that an Affected Creditor holding a Disputed Claim shall not be entitled to receive a distribution under the Plan in respect of any portion thereof unless and until such Disputed Claim becomes a Proven Claim in accordance with the Claims Procedure Order and Plan.

13. **THIS COURT ORDERS** that nothing in the Plan extends to 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. Any Affected Claim for which a Proof of Claim has not been filed in accordance with the Claims Procedure Order, whether or not the holder of such Affected Claim has received personal notification of the claims process established by the Claims Procedure Order, shall be and are hereby forever barred, extinguished and released with prejudice.

14. **THIS COURT ORDERS** that 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 obligation or agreement 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 the implementation of the Plan; (iii) the fact that the Applicant has sought or obtained relief under the CCAA or that the Plan has been implemented by the Applicant; (iv) the effect on the Application of the completion of any of the transactions contemplated by the Plan; (v) any compromises or arrangement effected pursuant to the 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.

CONSTRUCTION LIENS

15. **THIS COURT ORDERS** and declares that, on the Implementation Date, the Applicant, the Northland Parties and all Construction Lien Creditors shall be and are 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, including, without limitation the security posted in the actions listed on Schedule "C" hereto; (ii) the dismissal of any actions, including the claims, crossclaims and counterclaims as the case may be, against all defendants in these actions including 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 including, without limitation the Constructions Lien Claims listed on Schedule "D" hereto and the vacating of the related Certificates of Action (if required); and (iv) as the Order is on consent, the dispensing with of Rule 72.03(2)c) of the Rules of Civil Procedure.

DISTRIBUTIONS

16. **THIS COURT ORDERS** that upon payment by the Plan Sponsors of the amounts necessary to fund the Unsecured Creditor Pool, the Northland Claims Pool and, if necessary, the Administrative Reserve, subject to Plan Implementation, the Plan Sponsors and HBW shall have no further liability whatsoever in connection with payments required to be made under the Plan.

17. **THIS COURT ORDERS** that upon payment by the Northland Parties of the amounts necessary to fund the BFW Holdback Pool and the CLLSP Holdback Pool, the Northland Parties shall have no further liability whatsoever in connection with payments required to be made under the Plan.

18. **THIS COURT ORDERS AND DECLARES** that all distributions or payments by the Monitor, in each case on behalf of the Applicant, to Affected Creditors with Proven Claims and to Construction Lien Creditors with Proven Construction Lien Claims under the Plan are for the account of the Applicant and the fulfillment of the Applicant's obligations under the Plan.

19. **THIS COURT ORDERS** that the Applicant is authorized to take any and all such actions as may be necessary or appropriate to comply with applicable Tax withholding and reporting requirements. All amounts withheld on account of Taxes shall be treated for all purposes as having been paid to Affected Creditors and the Construction Lien Creditors in respect of which such withholding was made, provided such withheld amounts are remitted to the appropriate Governmental Authority.

20. **THIS COURT ORDERS AND DECLARES** that any distributions, disbursements or payments made under the Plan or this Order (including without limitation distributions made to or for the benefit of the Affected Creditors and Construction Lien Creditors, shall not constitute a "distribution" by any person for the purposes of section 107 of the *Corporations Tax Act* (Ontario), section 117 of the *Taxation Act, 2007* (Ontario), section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada), section 46 of the *Employment Insurance Act* (Canada), section 56 of the *Income Tax Act* (Nova Scotia) or any other similar federal, provincial or territorial tax legislation (collectively, the "**Tax Statutes**"), and the Monitor in making any such distributions, disbursements or payments, as applicable, is merely acting as a disbursing agent under the Plan and is not exercising any discretion in making payments under the Plan and no person is "distributing" such funds for the purpose of the Tax Statutes, and the Monitor and any other person shall not incur any liability under the Tax Statutes in respect of distributions, disbursements or payments made by it on behalf of the Applicant and any other person is hereby forever released, remised and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect of or as a result of distributions, disbursements or payment made by it in accordance with the Plan and this Order and any claims of this nature are hereby forever barred.

21. **THIS COURT ORDERS AND DECLARES** that the Applicant or the Monitor, as the case may be, shall be authorized, in connection with the making of any payment or distribution, and in connection with the taking of any step or transaction or performance of any function under or in connection with the Plan, to apply to any Governmental Authority for any consent, authorization, certificate or approval in connection therewith.

CHARGES

22. **THIS COURT ORDERS** that the Administration Charge and the Directors' Charge shall continue in full force and effect and shall attach solely against the Administrative Reserve.

23. **THIS COURT ORDERS** that the DIP Lenders' Charge and the DIP Claims shall not be released until the Applicant with the consent of the Plan Sponsors, elects to extinguish such obligations.

RELEASES

24. **THIS COURT ORDERS AND DECLARES** that the compromises, arrangements, releases, discharges and injunctions contemplated in the Plan in Article 9, including those granted by and for the benefit of the Released Parties, including without limitation, each member of the IEA Group, the CRO, the Monitor, A&M, and the Northland Parties, are integral components thereof and that, effective on the Implementation Date, all such compromises, releases, discharges and injunctions are effective, sanctioned, approved and given full force and effect.

25. **THIS COURT ORDERS** that from and after the Implementation Date any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Released Party in respect of all Claims (including Construction Lien Claims), and matters which are released pursuant to Article 9 of the Plan or discharged, compromised or terminated pursuant to the Plan.

26. **THIS COURT ORDERS** that, as of the Implementation Date, each Affected Creditor, each holder of a Director/Officer Claim and each holder of a Construction Lien Claim shall be deemed to have consented and agreed to all of the provisions of the Plan in their entirety, and, in particular, each Affected Creditor, each holder of a Director/Officer Claim, each holder of a

Construction Lien Claim, each holder of an Equity Claim and any Released Party shall be deemed:

- (a) to have granted, executed and delivered to the Monitor, the Applicant, the Northland Parties and the other Released Parties all consents, releases, assignments, waivers or agreements, statutory or otherwise, required to implement and carry out the Plan in its entirety; and
- (b) to have agreed that if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Affected Creditor, holder of a Director/Officer Claim, and holder of a Construction Lien Claim, and the Applicant as of the Implementation Date and the provisions of the Plan, the provisions of the Plan take precedence and priority, and the provisions of such agreement or other arrangements shall be deemed to be amended accordingly.

THE MONITOR

27. **THIS COURT ORDERS** that in addition to its prescribed rights and obligations under the CCAA and the CCAA Orders, the Monitor is granted the powers, duties and protections contemplated by and required under the Plan and that the Monitor be and is hereby authorized, entitled and empowered to perform its duties and fulfil its obligations under the Plan to facilitate the implementation thereof and to apply to this Court for any orders necessary or advisable to carry out its powers and obligations under any other CCAA Order.

28. **THIS COURT ORDERS** that, without limiting the provisions of the Initial Order or the provisions of any other CCAA Order, including this Order, the Applicant shall remain in possession and control of the Property (each as defined in the Initial Order) and that the Monitor shall not take possession or be deemed to be in possession and/or control of the Property.

29. **THIS COURT ORDERS** that the Applicant shall be and is hereby directed to maintain the books and records of the Applicant for purposes of assisting the Monitor in the completion of the resolution of the Disputed Claims and Disputed Construction Lien Claims;

30. **THIS COURT ORDERS AND DECLARES** that in no circumstance will the Monitor have any liability for any of the Applicant's tax liabilities regardless of how or when such liabilities may have arisen.

APPROVAL OF MONITOR'S THIRD REPORT AND FOURTH REPORT

31. **THIS COURT ORDERS** that the Third Report and the conduct and activities of the Monitor described therein be and are hereby approved.

32. **THIS COURT ORDERS** that the Fourth Report and the conduct and activities of the Monitor described therein be and are hereby approved.

GENERAL

33. **THIS COURT ORDERS** that the Applicant, the Monitor and any other interested parties are hereby granted leave to apply to this Court for such further advice, directions or assistance as may be necessary to give effect to the terms of the Plan and any other matters that pertain to the completion of the administration of the CCAA Proceedings.

34. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body having jurisdiction in Canada, the United States, or in any other foreign jurisdiction, to recognize and give effect to the Plan and this Order, to confirm the Plan and this Order as binding and effective in any appropriate foreign jurisdiction, and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of the Plan and 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 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 Applicant in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

SCHEDULE "A"
PLAN

Court File No. CV16-11452-00CL

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.

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

October 13, 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, (i) 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; and (ii) the Applicant was authorized to file a Plan Modification (as defined in the Meeting Order) with the consent of the Monitor.

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.

H. HBW has identified certain non-material matters in the Plan that require amendment and the Monitor has consented to HBW filing this Amended Plan of Compromise and Arrangement.

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 Sub Contractor 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 Sub Contractor Construction Lien Claim, the fraction that is equal to (a) the amount of the Proven CLLSP Sub Contractor Construction Lien Claim divided by (b) the aggregate amount of all Proven CLLSP Sub Contractor Construction Lien Claims and all Disputed CLLSP Sub Contractor Construction Lien Claims;

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

“CLLSP Sub Contractor Construction Lien Claim” means a CLLSP Construction Lien Claim by a CLLSP Construction Lien Creditor who contracted directly with HBW;

“CLLSP Sub Sub Contractor Construction Lien Claim” means a CLLSP Construction Lien Claim by a CLLSP Construction Lien Creditor who contracted with a CLLSP Sub Contractor Lien Claimant;

“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 CLLSP Sub Contractor Construction Lien Claim” means a CLLSP Sub Contractor Construction Lien Claim which has not been allowed, in whole or in part, as a Proven CLLSP Sub Contractor 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 Sub Sub Contractor Construction Lien Claim” means a CLLSP Sub Sub Contractor Construction Lien Claim which has not been allowed, in whole or in part, as a Proven CLLSP Sub Sub Contractor 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 Sub Sub Contractor Reserve” has the meaning ascribed to it in section 7.1(g) hereof;

“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;

“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 Amended Plan of Compromise and Arrangement and any further 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 CLLSP Sub Contractor Construction Lien Claim” means the amount of the CLLSP Sub Contractor Construction Lien Claim against the Applicant as finally accepted and determined for distribution purposes in accordance with the Claims Procedure Order and the CCAA

“Proven CLLSP Sub Sub Contractor Construction Lien Claim” means the amount of the CLLSP Sub Sub Contractor Construction Lien Claim against the holder of the applicable CLLSP Sub Contractor Construction Lien Claim as finally accepted and determined for distribution purposes in accordance with the Claims Procedure Order and the CCAA;

“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 the fees of the Vetting Committee and carriage counsel as provided for in the Vetting Committee Order in a cumulative total amount of up to \$195,000.00;

“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), (i) the full amount of Lien Holdback Amount in respect of the CLLSP EPC Contract and (ii) such portion of the Lien Holdback Amount in respect of the BFW EPC Contract as the Monitor may deem necessary to pay in full or to provide for payment in full of all Proven BFW Construction Lien Claims.
- (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) Subject to reduction for amounts payable under section 6.2(c) hereof, Proven CLLSP Sub Contractor 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 Sub Contractor Construction Lien Claim, after distribution of the entire CLLSP Holdback Pool, becoming a CLLSP Construction Lien Deficiency Claim;
- (c) Holders of Proven CLLSP Sub Sub Contractor Construction Lien Claims shall be entitled to payment, up to the full amount thereof, from the funds allocable to the applicable CLLSP Sub Contractor Construction Lien Creditor (being that CLLSP Sub Contractor Construction Lien Creditor with whom the CLLSP Sub Sub Contractor Construction Lien Claim holder contracted) in section 6.2(b) hereof in priority to payment of the applicable holder of the CLLSP Sub Contractor Construction Lien Claim;
- (d) 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;
- (f) Subject to the payment or reserve of amounts referenced under section 7.1(g), pay all Proven CLLSP Sub Contractor Construction Lien Claims from the funds remaining in the CLLSP Holdback Pool, in an amount equal to their CLLSP Initial Pro Rata Share; and
- (g) From any amounts payable under section 7.1(f) to the applicable holder of a Proven CLLSP Sub Contractor Construction Lien Claim (x) first pay all applicable Proven CLLSP Sub Sub Contractor Construction Lien Claims up to the full amount thereof; and (y) second transfer to a reserve account an amount sufficient to pay in full all applicable Disputed CLLSP Sub Sub Contractor Construction Lien Claims in full (the "**Disputed CLLSP Sub Sub Contractor Reserve**").

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 Sub Contractor Construction Lien Claim in accordance with this Plan and the Claims Procedure Order, the Monitor, shall distribute to the holder of such Proven CLLSP Sub Contractor Construction Lien Claim, subject to payments that may be required to satisfy the holder of any applicable CLLSP Sub Sub Contractor 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) To the extent that any Disputed CLLSP Construction Lien Claim of a CLLSP Construction Lien Creditor becomes a Proven CLLSP Sub Sub Contractor Construction Lien Claim in accordance with this Plan and the Claims Procedure Order, the Monitor, shall distribute to the holder of such Proven CLLSP Sub Sub Contractor Construction Lien Claim, payment from the applicable Disputed CLLSP Sub Sub Contractor Reserve an amount equal to the Proven CLLSP Sub Sub Contractor Construction Lien Claim. Any surplus amounts held in the Disputed CLLSP Sub Sub Contractor Reserve following the payment of such Proven CLLSP Sub Sub Contractor Construction Lien Claims shall be distributed by the Monitor to the applicable holder of the CLLSP Sub Contractor Construction Lien Claim; and
- (d) 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 Sub Contractor 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, the HBW subcontractor lien actions and the HBW sub sub contractor 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 subsidiaries and 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 Implementation Date 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 13th day of October, 2016.

SCHEDULE "B"
FORM OF MONITOR'S PLAN IMPLEMENTATION DATE CERTIFICATE

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

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**")

MONITOR'S CERTIFICATE
(Plan Implementation)

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Order of the Honourable Mr. Justice Newbould made in these proceedings on October 24, 2016 (the "**Sanction Order**").

Pursuant to paragraph 8 of the Sanction Order, Alvarez & Marsal Canada Inc. in its capacity as Court-appointed Monitor of H.B. White Canada Corp. (the "**Monitor**") delivers to H.B. White Canada Corp. this certificate and hereby certifies that it has been informed in writing by the Applicant that all of the conditions precedent set out in section 10.3 of the Plan have been satisfied or waived, as applicable, in accordance with the terms of the Plan and that the Implementation Date has occurred and the Plan is effective in accordance with its terms and the terms of the Sanction Order. This Certificate will be filed with the Court and posted on the website maintained by the Monitor's.

DATED at the City of Toronto, in the Province of Ontario, this ● day of ●, 2016 at ● [a.m. / p.m].

ALVAREZ & MARSAL CANADA INC., in its capacity as Court-appointed Monitor of H.B. White Canada Corp. and not in its personal or corporate capacity

By: _____
Name:
Title:

SCHEDULE "C"

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

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

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

No.	Claimant	Jurisdiction	Court File No.	Amount Claimed In Statement of Claim
12.	Hooper Construction Services Canada Inc.	Cochrane	19502/15	\$8,922,490.69
13.	H & S Investments Inc.	Cochrane	19449/15	\$25,000.00
14.	J.A. Brisson & Sons Limited o/a Brisson Castle Building Center	Cochrane	19448/15	\$74,390.29
15.	Joe Johnson Equipment Inc.	Cochrane	19532/15	\$117,042.02
16.	Magna Structural Systems Inc. d.b.a. Presstran Industries	Cochrane	19536/15	\$2,173,913.95
17.	McDowell Brothers Industries Inc.	Cochrane	19457/15	\$359,784.47
18.	M & G Fencing Inc.	Cochrane	19456/15	\$716,914.30
19.	Nedco, a division of Rexel Canada Electrical Inc.	Cochrane	19511/15	\$883,969.47
20.	Northern Mat & Bridge (East) Ltd.	Cochrane	19539/15	\$284,477.50
21.	Nortrax Canada Inc.	Cochrane	19482/15	\$77,975.87
22.	O.C.P. Construction Supplies Inc.	Cochrane	19416/15	\$167,908.10
23.	Raymond Papineau c.o.b. Ray's Diesel Services	Cochrane	19455/15	\$72,413.41
24.	Readyquip Sales and Services Ltd.	Cochrane	19479/15	\$66,796.25
25.	SMS Rents, a division of SMS Construction and Mining	Cochrane	19425/15	\$199,686.01

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

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

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

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

SCHEDULE "D"

H.B. White Canada Corp. Re: Northland Power Re: Cochrane Long Lake Project

	Claimant	Lien Registration No.
1	1737126 Ontario Inc. c.o.b. as Continental Connections	CB111298
2	B & F Shier Contractors Limited	CB110950 CB110951 CB110952 CB110955
3	Composite Power Group Inc.	CB111587
4	Cousineau Concrete Pumping Inc.	CB110604 CB110605 CB110606
5	CRS Contractors Rental Supply General Partner Inc.	CB111276
6	C. Villeneuve Construction Co. Ltd.	CB110740 CB110741 CB110742 CB110743
7	Domcast Components and Assemblies Ltd.	CB111050
8	ED Products Limited	CB111468 CB111469 CB111470 CB111471
9	exp Services Inc. and exp Geomatics Inc.	CB110988
10	Extel Services Inc.	CB111257
11	Genier Bros. Trucking Limited	CB110965 CB110966 CB110967 CB110968
12	Hooper Construction Services Canada Inc.	CB111095

13	H & S Investments Inc.	CB110902 CB110903 CB110904 CB110905
14	J.A. Brisson & Sons Limited o.a Brisson Castle Building Center	CB110932 CB110933 CB110934 CB110935
15	Joe Johnson Equipment Inc.	CB111454
16	Magna Structural Systems Inc. d.b.a. Presstran Industries	CB111478
17	McDowell Brothers Industries Inc.	CB110881 CB110882 CB110883 CB110884 CB111442
18	M & G Fencing Inc.	CB110876 CB110877 CB110878 CB110879 CB111438
19	Nedco, a division of Rexel Canada Electrical Inc.	CB111119 CB111121 CB111124 CB111126
20	Northern Mat & Bridge (East) Ltd.	CB111506
21	Nortrax Canada Inc.	CB111193
22	O.C.P. Construction Supplies Inc.	CB110308 CB110309 CB110310 CB110355

23	Raymond Papineau c.o.b. Ray's Diesel Services	CB111005 CB111006 CB111007 CB111008 CB111009 CB111010 CB111011 CB111012
24	Readyquip Sales and Services Ltd.	CB110917 CB110918 CB110919 CB110920 CB110921
25	SMS Rents, a division of SMS Construction and Mining Systems Inc.	CB110363 CB110983 CB111211
26	Steelworks Inc	CB111043 CB111044
27	The Sarjeant Company Ltd. c.o.b. as Custom Concrete Northern	CB110819
		CB110816 CB110817 CB110821 CB110822 CB110825
		CB110815 CB110818 CB110820 CB110823 CB110824
28	Toromont Industries Ltd. c.o.b. as Battlefield Equipment Rentals and as Toromont CAT and Sitech Mid-Canada Ltd.	CB111105
29	Sitech Mid-Canada Ltd.	CB111104

30	Westurne, a division of Rexel Canada Electrical Inc.	CB111120 CB111123 CB111125 CB111118
31	WSP Canada Inc.	CB111021 CB111033 CB111038
32	United Rentals of Canada Inc.	CB111423
33	United Supply Inc.	CB111173
34	Strong Foundation Inc.	CB111437

H.B. White Canada Corp. Re: Northland Power Re: Burks Falls Project

	Claimant	Lien Registration No.
1	CRS Contractors Rental Supply General Parnter Inc.	GB82382
2	Muskoka Truck and Equipment Sales Ltd. operating as Green's Haulage	GB82147
3	Toromont Industries Ltd. c.o.b. as Battlefield Equipment Rentals and as Toromont CAT and Sitech Mid-Canada Ltd.	GB83023
4	J. Lipani Turf Group Ltd.	GB82126
		GB82887

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

PLAN SANCTION ORDER

Cassels Brock & Blackwell LLP

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

R. Shayne Kukulowicz LSUC #:30729S

Tel: 416.860.6463

Fax: 416.640.3176

skukulowicz@casselsbrock.com

Jane O. Dietrich LSUC #:49302U

Tel: 416.860.5223

Fax: 416.640.3144

jdietrich@casselsbrock.com

Natalie E. Levine LSUC#: 64908K

Tel: 416.860.6568

Fax: 416.640.3207

nlevine@casselsbrock.com

Lawyers for H. B. White Canada Corp.

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

**NOTICE OF MOTION
(RETURNABLE OCTOBER 24, 2016)
(Sanction)**

Cassels Brock & Blackwell LLP

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

R. Shayne Kukulowicz LSUC# 30729S
Tel: 416.860.6463
Fax: 416.640.3176
skukulowicz@casselsbrock.com

Jane O. Dietrich LSUC# 49302U
Tel: 416.860.5223
Fax: 416.640.3144
jdietrich@casselsbrock.com

Natalie E. Levine LSUC# 64908K
Tel: 416.860.6568
Fax: 416.640.3207
nlevine@casselsbrock.com

Lawyers for H.B. White Canada Corp.

TAB 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 OCTOBER 18 2016

(Sanction Hearing)

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* (the "**CCAA**"), *inter alia*:

- (a) if necessary, abridging the time for service of the Notice of Motion and the Motion Record and validating service thereof;
- (b) declaring that the Creditors' Meeting¹ held on October 17, 2016 was duly convened and held, all in accordance with the Meeting Order;

¹ Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Plan.

- (c) sanctioning and approving the Amended Plan of Compromise and Arrangement dated October 13, 2016 (the “**Plan**”);
- (d) authorizing and directing the Applicant and the Monitor to take all steps and actions necessary or appropriate to implement the Plan;
- (e) authorizing the cancelation of WCI’s membership interests in HBW upon the implementation of the Plan, and providing for new membership interests to be issued thereupon to White Construction Energy Services, LLC; and
- (f) approving (i) the third report of Alvarez & Marsal Canada Inc. in its capacity as court appointed monitor (the “**Monitor**”) dated October 3, 2016 (the “**Third Report**”), and its activities as set out therein and (ii) the fourth report of the Monitor, to be filed (the “**Fourth Report**”), and its activities as set out therein.

3. The Plan provides for the best available outcome for creditors of the Applicant. In particular, the Plan proposes a significantly better alternative for unsecured creditors than a bankruptcy, which in these circumstances would be the only other alternative available to the Applicant. In a bankruptcy proceeding, the proceeds of a liquidation of the Applicant’s assets and affairs would be insufficient to satisfy the claims of the secured lenders and the unsecured creditors of the Applicant would receive no recovery or distribution. Moreover, the Plan provides an efficient method for ascertaining and distributing “holdback” funds, which would otherwise be subject to continuing litigation among the Applicant, the Northland Parties and the applicable Construction Lien Creditors. In sum, the Plan is a fair and reasonable compromise of claims and resolution of litigious issues.

4. Based on updated information from the Monitor, the expected estimated recovery for Affected Creditors is approximately 7.6% to 9.0% for Affected Claims that are Proven Claims.

5. If the Plan is sanctioned and the closing conditions are satisfied, the implementation of the Plan will:

- (a) implement the settlement negotiated with the Northland Parties pursuant to the Settlement and Support Agreements and provide the releases contemplated thereby;

- (b) provide a structured and efficient method to effect payment of all or a portion of 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;
- (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, HBW having limited its liability to WCI by avoiding a Wind-up Claim (as defined below);
- (f) release all claims against the Monitor, A&M, and the Northland Parties (collectively, the “**Third Party Released Parties**”); and
- (g) comply with the Initial Order, Claims Procedure Order and the Meeting Order.

BACKGROUND

6. The background to and mechanics of the Plan are described in my Affidavit sworn September 12, 2016 (the “**Meeting Order Affidavit**”) and the Monitor’s Third Report. A copy of the Meeting Order Affidavit, without exhibits, is attached hereto as **Exhibit “A”**.

7. On October 13, 2016, in accordance with the Plan and the Meeting Order and with the consent of the Monitor, the Applicant made certain non-material changes to the Plan. The changes to the Plan were served on the service list, posted on the Monitor’s website and filed with the Court. A copy of the Affidavit of Natalie E. Levine sworn October 13, 2016, attaching the Amended Plan of Compromise and Arrangement dated October 13, 2016, and including a blackline reflecting the amendments made to the September 18, 2016 version, is attached hereto as **Exhibit “B”**.

THE PLAN

8. The mechanics and effect of the Plan are described in detail in the Meeting Order Affidavit and will not be repeated herein, except in summary. In accordance with the Plan:

- (a) Three (3) business days prior to the Implementation Date the Plan Sponsors will transfer sufficient Cash to the Monitor 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 the Monitor 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". 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 of 100% of the Proven BFW Construction Lien Claims will be made to each Proven BFW Construction Lien Creditor from the BFW Holdback Pool;
- (e) Subject to the payment or reserve for CLLSP Sub Sub Contractor Construction Lien Claims, and the payment of Vetting Committee Fees up to a maximum amount of \$195,000, distributions will be made to each Proven CLLSP Construction Lien Creditor in the amount of 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;
- (f) Distributions will be made from any amounts otherwise payable to the applicable Proven CLLSP Sub Contractor Construction Lien Claim, to each Proven CLLSP Sub Sub Contractor Construction Lien Claim of 100% of its Proven CLLSP Sub Sub Contractor Construction Lien Claim;
- (g) Equity interests in HBW shall receive no distribution and shall be cancelled under the Plan. New membership interests in HBW shall be issued to White Construction Energy Services, LLC;
- (h) The Directors' Charge and Administration Charge will be discharged against all property other than the Administrative Reserve;

- (i) 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 Implementation 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 Implementation Date;
- (j) Crown Priority Claims and Employee Priority Claims, including but not limited to source deductions, and wages/employees amounts shall be paid from the Administrative Reserve. The Applicant does not participate in a prescribed pension plan; and
- (k) The Northland Parties and other third parties, including the Monitor and A&M, will also be released and discharged from all claims, including without limitation claims that are in any way relating to, among other things, the Construction Lien Claims and the ongoing litigation under the Provincial Lien Legislation, will be dismissed.

9. If this Court sanctions the Plan, it is anticipated that the Implementation Date will be mid-November 2016.

10. In addition, under the Plan and consistent with the terms of the proposed Sanction Order, the Applicant, the Northland Parties and all Construction Lien Creditors shall be deemed to consent to and 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, including the claims, crossclaims and counterclaims as the case may be, against all defendants in these actions including 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) of the Rules of Civil Procedure.

Releases under the Plan

11. Article 9 of the Plan provides that various parties will receive releases (the “**Releases**”), as summarized below. The releases are an integral part of the Plan and are fair and equitable in the circumstances for the reasons set forth below.

(a) The Applicant and the IEA Group

12. Section 9.1(a) of the Plan provides that on the Implementation Date, the HBW Released Parties, including but not limited to members of the IEA Group, including the Plan Sponsors, IEA and WCI, and their current and former directors, officers, shareholders, partners, employees, financial advisors, legal counsel and agents, and the CRO will be released and discharged from, *inter alia*, any claims any Person may be entitled to assert that are 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 or any Wind-up Claim (as described in further detail below).

13. The release set forth in section 9.1(a) was a key component of HBW and the IEA Group's decision to participate in and support this CCAA Proceeding. The release will not only allow HBW to continue as a going concern to provide limited warranty services to its existing customers, but it will also protect the viability of the IEA Group. More specifically, I understand from counsel to HBW that, as an unlimited liability company, upon a winding up of HBW, HBW would have an unsecured claim against WCI, as the sole member of HBW in respect of any debts HBW cannot pay (the "**Wind-up Claim**"). If such a Wind-up Claim were made against WCI, it would likely cause WCI to file for bankruptcy protection in the United States and would cause ripple effects for the IEA Group's lenders and other shared contract counterparties. As such, the IEA Group's support of the Plan is dependent upon these release provisions.

14. The HBW Released Parties have made significant contributions throughout the CCAA Proceedings including:

- (a) Funding of the CCAA Proceeding: IEA agreed to provide up to \$5 million to fund the CCAA Proceedings as the post-filing lender;
- (b) Financial Contributions Under the Plan: IEA and WCI as Plan Sponsors will contribute: (a) \$2,500,000 in order to establish the Unsecured Creditor Pool for distributions to be paid to General Unsecured Creditors; (b) \$6,000,000 in order to establish the Northland Claims Pool for distribution to the Northland Parties, excluding MMWF. Furthermore, the Plan Sponsors or HBW will contribute, to the extent the Applicant has insufficient funds, Cash to establish the Administrative Reserve for payments in respect of, but not limited to, Priority Claims and professional fees for the remainder of the CCAA Proceeding;

- (c) Subordination of Intercompany Claims: IEA and WCI have agreed to effectively subordinate to the other unsecured creditors of HBW their Intercompany Claims valued at approximately \$57 million according to the books and records of HBW, and have agreed to receive no distribution under the Plan in respect of these amounts; and
- (d) Negotiation with Secured Lenders: The IEA Group has negotiated with Wells Fargo and Oaktree such that the claims of these existing secured lenders will be Excluded Claims and the secured lenders will not receive a distribution under the Plan.

15. The Applicant believes that it is appropriate to include the release in favour of the HBW Released Parties, since their contributions will result in materially higher and significantly accelerated recoveries for Affected Creditors. Without the support and contributions of the HBW Released Parties, which would not have been provided without the expectation and condition of receiving the releases, the Applicant would have likely proceeded with a bankruptcy liquidation and the proceeds that would be available under a bankruptcy proceeding would be insufficient to satisfy the claims of the secured lenders of HBW. Accordingly, in such a scenario the unsecured creditors of the Applicant would not receive a distribution.

(b) *The Monitor, the Northland Parties and Others*

16. Section 9.1(b) of the Plan provides that on the Implementation Date, the Third Party Released Parties, including but not limited to the Monitor, A&M, the Northland Parties and their respective subsidiaries and affiliates and each of their respective shareholders, partners, officers, directors, employees, financial advisors, legal counsel and agents, will be released and discharged from, *inter alia*, any claims that any Person may be entitled to assert that are in any way relating to 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.

17. The Applicant believes that it is appropriate to include the Release in favour of the Northland Parties, because:

- (a) Compliance with the Settlement and Support Agreements: The release in favour of the Third Party Released Parties was a key element of the Settlement and Support Agreements and was negotiated at length. The release is a condition to

the Settlement and Support Agreements and essential to the Northland Parties' support of the Plan. Without the release, the Northland Parties' obligations under the Settlement and Support Agreements would be nullified and HBW and the IEA Group would likely be forced back into contentious litigation;

- (b) Contribution of BFW Holdback Pool and CLLSP Holdback Pool: The Northland Parties will contribute approximately \$8.8 million to fund the Lien Holdback Pools for distribution to the Construction Lien Creditors. By funding the BFW Holdback Pool and the CLLSP Holdback Pool and agreeing to have distributions made pursuant to the Plan, the Northland Parties are providing the means for an expeditious distribution of holdback funds without the extensive litigation that would otherwise occur under the Provincial Lien Legislation; and
- (c) Compromise of Claims: The Third Report quantifies the claims filed by the Northland Parties pursuant to the Claims Procedure Order in excess of \$174 million and those claims have been admitted against HBW. The Northland Parties hold, by far, the largest Unsecured Claims against HBW. Pursuant to the Plan, the recovery by the Northland Parties of approximately 3.4% of their asserted claims against HBW is less than half of the proportionate recovery of other unsecured creditors (estimated at approximately 7.4%).

18. The Applicant believes that the releases in favour of the Monitor and A&M contemplated under article 9.1(b) of the Plan are necessary and appropriate in the circumstances. The Monitor, a Court-appointed officer, has: (i) carried out its mandate with respect to the Claims Process; (ii) been integrally involved in the development of the Plan; and (iii) will be administering the creditor distributions contemplated under the Plan on behalf of and for the benefit of HBW.

19. Accordingly, the Applicant believes that the broad releases in favour of the Third Party Released Parties are necessary and essential to achieving a successful Plan.

THE CREDITORS' MEETING

20. The Creditors' Meeting was held on October 17, 2016 at the offices of counsel to the Monitor. In accordance with the Meeting Order, Mr. Hutchens of the Monitor acted as the Chair (as defined in the Meeting Order). Other representatives of the Monitor acted as scrutineers.

21. Each Eligible Voting Creditor was permitted to attend the Creditors' Meeting in person or appoint another person to attend as proxyholder. I am advised by the Monitor that the quorum requirement was satisfied.² The Chair declared that the meeting was properly constituted.

22. I am advised by the Monitor that the Required Majority³ voted in favour of the Plan Resolution (as defined in the Meeting Order) and therefore approved the Plan. According to the Monitor's tabulation, the following votes were recorded:

VOTING SUMMARY	Number Voting in Favour	Dollar Amount Voting in Favour	Number Voting Against	Number Voting Against
Voting Claims	50 (96.2%)	\$176,521,506 (99.8%)	2 (3.8%)	\$411,853 (0.2%)
Disputed Voting Claims	26 (81.3%)	\$15,293,504 (90.7%)	6 (18.8%)	\$1,571,521 (9.3%)
Eligible Voting Claims (i.e. Total)	76 (90.5%)	\$191,815,010 (99.0%)	8 (9.5%)	\$1,983,374 (1.0%)

23. I am advised by the Monitor that the voting at the Creditors' Meeting was carried out in accordance with the Meeting Order and before this motion is heard the Monitor will deliver a report describing the conduct and the outcome of the Creditors' Meeting.

PLAN SANCTION

24. The Applicant believes that the sanction of this Plan is fair and reasonable in the circumstances for the following reasons:

- (a) **Extensive Negotiation**: The Plan is the result of the Applicant's extensive negotiation and consultation with various stakeholders, most notably the Northland Parties. The Plan is the culmination of discussions with the Northland Parties that began at the end of 2014. In finalizing the Plan, including developing the appropriate mechanics, each of the Monitor, the Northland Parties and the Plan Sponsors provided constructive feedback and analysis;

² The Meeting Order provided that the quorum was one Affected Creditor with a Voting Claim present in person or by Proxy.

³ The Meeting Order required the Plan Resolution 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 Plan Resolution at the Creditors' Meeting or were deemed to vote on the Plan Resolution as provided for in the Meeting Order.

- (b) Greater Recovery than Bankruptcy: As illustrated in the Third Report, the recoveries under the Plan are significantly higher than under a bankruptcy scenario where unsecured creditors would receive no distribution. Furthermore, the Plan will allow for timely recoveries to Construction Lien Creditors without costly litigation and delay. The Applicant believes that all stakeholders will benefit more from the implementation of the Plan than from a bankruptcy;
- (c) Unlimited Liability Company Implications: As discussed above, if HBW is unable to reach a plan of compromise with its creditors, it will be forced to assign itself into bankruptcy. In light of HBW's corporate structure and the Wind-up Claim that would arise against WCI, upon a bankruptcy of HBW, WCI would be forced into U.S. bankruptcy proceedings where senior secured creditors would likely suffer a shortfall and none of WCI or HBW's unsecured creditors would receive any recovery;
- (d) Approval by Creditors: The Applicant has sought to achieve a fair and reasonable balance between all Affected Creditors under the Plan. 90.5% of the Eligible Voting Creditors representing 99.0% in dollar value of the Eligible Voting Claims voted in favour of the Plan at the Creditors' Meeting. This reinforces the Applicant's belief that the Plan is the most reasonable and fair resolution in these circumstances; and
- (e) Compliance with CCAA and Orders: I am advised that the Plan complies with the provisions of the CCAA and all orders made in this CCAA Proceeding.

25. Throughout the course of this CCAA proceeding, the Applicant has acted in good faith and with due diligence and for the reasons above the Applicant believes that the Plan is fair and reasonable.

PURPOSE OF AFFIDAVIT

26. I swear this affidavit in support of the Applicant's Motion returnable October 24, 2016.

SWORN BEFORE ME, this 18th day of
October, 2016.

Malisa K. Griffith
Name of Notary Public

Notary Public for the State of New York

My commission expires on 8/25/20


PHILIP J. GUND

Malisa K. C

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

TAB A

This is Exhibit "A" referred to in the Affidavit of Philip J. Gund
sworn October 18, 2016



Notary Public

My commission expires 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 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;¹
- (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;

¹ 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;²
- (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;³
- (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

² 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.

³ 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

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.

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

Proceeding commenced at Toronto

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

Cassels Brock & Blackwell LLP

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

R. Shayne Kukulowicz LSUC#30729S

Tel: 416.860.6463

Fax: 416.640.3176

skukulowicz@casselsbrock.com

Jane O. Dietrich LSUC# 49302U

Tel: 416.860.5223

Fax: 416.640.3144

jdietrich@casselsbrock.com

Natalie E. Levine LSUC #64908K

Tel: 416.860.6568

Fax: 416.640.3207

nlevine@casselsbrock.com

Lawyers for H.B. White Canada Corp.

TAB B

This is Exhibit "B" referred to in the Affidavit of Philip J. Gund
sworn October 18, 2016



Notary Public

My commission expires 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 OR
ARRANGEMENT OF H.B. WHITE CANADA CORP.

(the "Applicant")

AFFIDAVIT OF NATALIE E. LEVINE
SWORN OCTOBER 13, 2016

(Amending certain paragraphs of the Plan)

I, Natalie E. Levine, of the City of Toronto, MAKE OATH AND SAY:

1. I am a partner at the law firm of Cassels, Brock & Blackwell LLP, counsel to the Applicant, and 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. On September 19, 2016, this Court granted an order (the "**Meeting Order**"), among other things, (i) accepting the Applicant's plan of compromise and arrangement pursuant to the *Companies' Creditors Arrangement Act* ("**CCAA**") dated September 18, 2016 (the "**September 18th Plan**") for filing and (ii) authorizing the Applicant to call a meeting of creditors.
3. Since the granting of the Meeting Order, the Applicant, in consultation with Alvarez & Marsal Canada Inc. in its capacity as the monitor appointed in this proceeding (the "**Monitor**"), has determined that certain non-material changes to the September 18th Plan (as described below) were appropriate.
4. Paragraph 4 of the Meeting Order permits the Applicant, with the consent of the Monitor, to make and file a Plan Modification (as defined in the Meeting Order) at or prior to the meeting of creditors.

5. Attached as **Exhibit "A"** to this my affidavit is a clean version of an Amended Plan of Compromise and Arrangement, dated October 13, 2016 (the "**Amended Plan**"). The Amended Plan constitutes a Plan Modification pursuant to paragraph 4 of the Meeting Order. I have been advised by counsel to the Monitor that the Monitor consents to the Amended Plan as a Plan Modification.

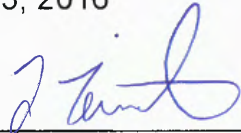
6. Attached as **Exhibit "B"** to this my affidavit is a blackline of the Amended Plan to the September 18th Plan.

7. The amendments contained in the Amended Plan are non-material. Specifically:

- (a) In section 1.1 of the Amended Plan, the definition of "Vetting Committee Fees" has been amended to increase the amount from "\$187,1871.17" to "up to \$195,000".
- (b) Section 9.1(b) of the Amended Plan corrects a typographical error in the proposed release language.

8. I swear this affidavit in connection with the Applicant's obligation to provide notice of the Plan Modification in accordance with paragraph 5 of the Meeting Order and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on October 13, 2016



Commissioner for Taking Affidavits
(or as may be)

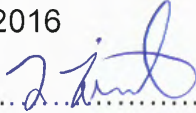
Leonard Loerith
LSUC #65606N



NATALIE E. LEVINE

A

This is Exhibit "A" referred to in the affidavit of Natalie E. Levine sworn before me at Toronto, Ontario this 13th day of October, 2016



.....
A Commissioner For Taking Affidavits

**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.

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

October 13, 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, (i) 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; and (ii) the Applicant was authorized to file a Plan Modification (as defined in the Meeting Order) with the consent of the Monitor.

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.

H. HBW has identified certain non-material matters in the Plan that require amendment and the Monitor has consented to HBW filing this Amended Plan of Compromise and Arrangement.

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 Sub Contractor 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 Sub Contractor Construction Lien Claim, the fraction that is equal to (a) the amount of the Proven CLLSP Sub Contractor Construction Lien Claim divided by (b) the aggregate amount of all Proven CLLSP Sub Contractor Construction Lien Claims and all Disputed CLLSP Sub Contractor Construction Lien Claims;

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

“CLLSP Sub Contractor Construction Lien Claim” means a CLLSP Construction Lien Claim by a CLLSP Construction Lien Creditor who contracted directly with HBW;

“CLLSP Sub Sub Contractor Construction Lien Claim” means a CLLSP Construction Lien Claim by a CLLSP Construction Lien Creditor who contracted with a CLLSP Sub Contractor Lien Claimant;

“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 CLLSP Sub Contractor Construction Lien Claim” means a CLLSP Sub Contractor Construction Lien Claim which has not been allowed, in whole or in part, as a Proven CLLSP Sub Contractor 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 Sub Sub Contractor Construction Lien Claim” means a CLLSP Sub Sub Contractor Construction Lien Claim which has not been allowed, in whole or in part, as a Proven CLLSP Sub Sub Contractor 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 Sub Sub Contractor Reserve” has the meaning ascribed to it in section 7.1(g) hereof;

“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;

“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 Amended Plan of Compromise and Arrangement and any further 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 CLLSP Sub Contractor Construction Lien Claim” means the amount of the CLLSP Sub Contractor Construction Lien Claim against the Applicant as finally accepted and determined for distribution purposes in accordance with the Claims Procedure Order and the CCAA

“Proven CLLSP Sub Sub Contractor Construction Lien Claim” means the amount of the CLLSP Sub Sub Contractor Construction Lien Claim against the holder of the applicable CLLSP Sub Contractor Construction Lien Claim as finally accepted and determined for distribution purposes in accordance with the Claims Procedure Order and the CCAA;

“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 the fees of the Vetting Committee and carriage counsel as provided for in the Vetting Committee Order in a cumulative total amount of up to \$195,000.00;

"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), (i) the full amount of Lien Holdback Amount in respect of the CLLSP EPC Contract and (ii) such portion of the Lien Holdback Amount in respect of the BFW EPC Contract as the Monitor may deem necessary to pay in full or to provide for payment in full of all Proven BFW Construction Lien Claims.
- (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) Subject to reduction for amounts payable under section 6.2(c) hereof, Proven CLLSP Sub Contractor 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 Sub Contractor Construction Lien Claim, after distribution of the entire CLLSP Holdback Pool, becoming a CLLSP Construction Lien Deficiency Claim;
- (c) Holders of Proven CLLSP Sub Sub Contractor Construction Lien Claims shall be entitled to payment, up to the full amount thereof, from the funds allocable to the applicable CLLSP Sub Contractor Construction Lien Creditor (being that CLLSP Sub Contractor Construction Lien Creditor with whom the CLLSP Sub Sub Contractor Construction Lien Claim holder contracted) in section 6.2(b) hereof in priority to payment of the applicable holder of the CLLSP Sub Contractor Construction Lien Claim;
- (d) 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;
- (f) Subject to the payment or reserve of amounts referenced under section 7.1(g), pay all Proven CLLSP Sub Contractor Construction Lien Claims from the funds remaining in the CLLSP Holdback Pool, in an amount equal to their CLLSP Initial Pro Rata Share; and
- (g) From any amounts payable under section 7.1(f) to the applicable holder of a Proven CLLSP Sub Contractor Construction Lien Claim (x) first pay all applicable Proven CLLSP Sub Sub Contractor Construction Lien Claims up to the full amount thereof; and (y) second transfer to a reserve account an amount sufficient to pay in full all applicable Disputed CLLSP Sub Sub Contractor Construction Lien Claims in full (the "**Disputed CLLSP Sub Sub Contractor Reserve**").

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 Sub Contractor Construction Lien Claim in accordance with this Plan and the Claims Procedure Order, the Monitor, shall distribute to the holder of such Proven CLLSP Sub Contractor Construction Lien Claim, subject to payments that may be required to satisfy the holder of any applicable CLLSP Sub Sub Contractor 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) To the extent that any Disputed CLLSP Construction Lien Claim of a CLLSP Construction Lien Creditor becomes a Proven CLLSP Sub Sub Contractor Construction Lien Claim in accordance with this Plan and the Claims Procedure Order, the Monitor, shall distribute to the holder of such Proven CLLSP Sub Sub Contractor Construction Lien Claim, payment from the applicable Disputed CLLSP Sub Sub Contractor Reserve an amount equal to the Proven CLLSP Sub Sub Contractor Construction Lien Claim. Any surplus amounts held in the Disputed CLLSP Sub Sub Contractor Reserve following the payment of such Proven CLLSP Sub Sub Contractor Construction Lien Claims shall be distributed by the Monitor to the applicable holder of the CLLSP Sub Contractor Construction Lien Claim; and
- (d) 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 Sub Contractor 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, the HBW subcontractor lien actions and the HBW sub sub contractor 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 subsidiaries and 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 Implementation Date 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.

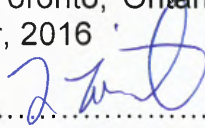
11.11 Further Assurances

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 13th day of October, 2016.

B

This is Exhibit "B" referred to in the affidavit of Natalie E. Levine sworn before me at Toronto, Ontario this 13th day of October, 2016



.....
A Commissioner For Taking Affidavits

**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.

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

~~September 18,~~October 13, 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, (i) 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; and (ii) the Applicant was authorized to file a Plan Modification (as defined in the Meeting Order) with the consent of the Monitor.

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.

H. HBW has identified certain non-material matters in the Plan that require amendment and the Monitor has consented to HBW filing this Amended Plan of Compromise and Arrangement.

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 Sub Contractor 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 Sub Contractor Construction Lien Claim, the fraction that is equal to (a) the amount of the Proven CLLSP Sub Contractor Construction Lien Claim divided by (b) the aggregate amount of all Proven CLLSP Sub Contractor Construction Lien Claims and all Disputed CLLSP Sub Contractor Construction Lien Claims;

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

CLLSP Sub Contractor Construction Lien Claims;

“CLLSP Sub Contractor Construction Lien Claim” means a CLLSP Construction Lien Claim by a CLLSP Construction Lien Creditor who contracted directly with HBW;

“CLLSP Sub Sub Contractor Construction Lien Claim” means a CLLSP Construction Lien Claim by a CLLSP Construction Lien Creditor who contracted with a CLLSP Sub Contractor Lien Claimant;

“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 CLLSP Sub Contractor Construction Lien Claim” means a CLLSP Sub Contractor Construction Lien Claim which has not been allowed, in whole or in part, as a Proven CLLSP Sub Contractor 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 Sub Sub Contractor Construction Lien Claim” means a CLLSP Sub Sub Contractor Construction Lien Claim which has not been allowed, in whole or in part, as a Proven CLLSP Sub Sub Contractor 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 Sub Sub Contractor Reserve” has the meaning ascribed to it in section 7.1(g) hereof;

“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;

“**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 [Amended](#) Plan of Compromise and Arrangement and any [further](#) 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 CLLSP Sub Contractor Construction Lien Claim” means the amount of the CLLSP Sub Contractor Construction Lien Claim against the Applicant as finally accepted and determined for distribution purposes in accordance with the Claims Procedure Order and the CCAA

“Proven CLLSP Sub Sub Contractor Construction Lien Claim” means the amount of the CLLSP Sub Sub Contractor Construction Lien Claim against the holder of the applicable CLLSP Sub Contractor Construction Lien Claim as finally accepted and determined for distribution purposes in accordance with the Claims Procedure Order and the CCAA;

“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 the fees of the Vetting Committee and carriage counsel as provided for in the Vetting Committee Order in a cumulative total amount of ~~\$187,187.17~~ up to \$195,000.00;

“**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), (i) the full amount of Lien Holdback Amount in respect of the CLLSP EPC Contract and (ii) such portion of the Lien Holdback Amount in respect of the BFW EPC Contract as the Monitor may deem necessary to pay in full or to provide for payment in full of all Proven BFW Construction Lien Claims.
- (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) Subject to reduction for amounts payable under section 6.2(c) hereof, Proven CLLSP Sub Contractor 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 Sub Contractor Construction Lien Claim, after distribution of the entire CLLSP Holdback Pool, becoming a CLLSP Construction Lien Deficiency Claim;
- (c) Holders of Proven CLLSP Sub Sub Contractor Construction Lien Claims shall be entitled to payment, up to the full amount thereof, from the funds allocable to the applicable CLLSP Sub Contractor Construction Lien Creditor (being that CLLSP Sub Contractor Construction Lien Creditor with whom the CLLSP Sub Sub Contractor Construction Lien Claim holder contracted) in section 6.2(b) hereof in priority to payment of the applicable holder of the CLLSP Sub Contractor Construction Lien Claim;
- (d) 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;
- (f) Subject to the payment or reserve of amounts referenced under section 7.1(g), pay all Proven CLLSP Sub Contractor Construction Lien Claims from the funds

remaining in the CLLSP Holdback Pool, in an amount equal to their CLLSP Initial Pro Rata Share; and

- (g) From any amounts payable under section 7.1(f) to the applicable holder of a Proven CLLSP Sub Contractor Construction Lien Claim (x) first pay all applicable Proven CLLSP Sub Sub Contractor Construction Lien Claims up to the full amount thereof; and (y) second transfer to a reserve account an amount sufficient to pay in full all applicable Disputed CLLSP Sub Sub Contractor Construction Lien Claims in full (the “**Disputed CLLSP Sub Sub Contractor Reserve**”).

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 Sub Contractor Construction Lien Claim in accordance with this Plan and the Claims Procedure Order, the Monitor, shall distribute to the holder of such Proven CLLSP Sub Contractor Construction Lien Claim, subject to payments that may be required to satisfy the holder of any applicable CLLSP Sub Sub Contractor 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) To the extent that any Disputed CLLSP Construction Lien Claim of a CLLSP Construction Lien Creditor becomes a Proven CLLSP Sub Sub Contractor Construction Lien Claim in accordance with this Plan and the Claims Procedure

Order, the Monitor, shall distribute to the holder of such Proven CLLSP Sub Sub Contractor Construction Lien Claim, payment from the applicable Disputed CLLSP Sub Sub Contractor Reserve an amount equal to the Proven CLLSP Sub Sub Contractor Construction Lien Claim. Any surplus amounts held in the Disputed CLLSP Sub Sub Contractor Reserve following the payment of such Proven CLLSP Sub Sub Contractor Construction Lien Claims shall be distributed by the Monitor to the applicable holder of the CLLSP Sub Contractor Construction Lien Claim; and

- (d) 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 Sub Contractor 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, the HBW subcontractor lien actions and the HBW sub sub contractor 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 subsidiaries and 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.

10.3 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.

10.4 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.

10.5 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 ~~18~~¹³th day of ~~September~~^{October}, 2016.

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.

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

Proceeding commenced at Toronto

**AFFIDAVIT OF NATALIE E. LEVINE
SWORN OCTOBER 13, 2016**

Cassels Brock & Blackwell LLP

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

R. Shayne Kukulowicz LSUC#30729S

Tel: 416.860.6463

Fax: 416.640.3176

skukulowicz@casselsbrock.com

Jane O. Dietrich LSUC# 49302U

Tel: 416.860.5223

Fax: 416.640.3144

jdietrich@casselsbrock.com

Natalie E. Levine LSUC #64908K

Tel: 416.860.6568

Fax: 416.640.3207

nlevine@casselsbrock.com

Lawyers for H.B. White Canada Corp.

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.

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

Proceeding commenced at Toronto

**AFFIDAVIT OF PHILIP J. GUND
SWORN OCTOBER 18, 2016
(SANCTION ORDER AFFIDAVIT)**

Cassels Brock & Blackwell LLP

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

R. Shayne Kukulowicz LSUC#30729S

Tel: 416.860.6463

Fax: 416.640.3176

skukulowicz@casselsbrock.com

Jane O. Dietrich LSUC# 49302U

Tel: 416.860.5223

Fax: 416.640.3144

jdietrich@casselsbrock.com

Natalie E. Levine LSUC #64908K

Tel: 416.860.6568

Fax: 416.640.3207

nlevine@casselsbrock.com

Lawyers for H.B. White Canada Corp.

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 October 24, 2016
(Sanction)

Cassels Brock & Blackwell LLP

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

R. Shayne Kukulowicz LSUC#30729S

Tel: 416.860.6463

Fax: 416.640.3176

skukulowicz@casselsbrock.com

Jane O. Dietrich LSUC# 49302U

Tel: 416.860.5223

Fax: 416.640.3144

jdietrich@casselsbrock.com

Natalie E. Levine LSUC #64908K

Tel: 416.860.6568

Fax: 416.640.3207

nlevine@casselsbrock.com

Lawyers for H.B. White Canada Corp.