

**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 August 4, 2016
(Stay Extension)**

July 28, 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 JULY 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 Spantec

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

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 July 28, 2016	2	
Exhibit "A" – Initial Order Affidavit of Philip J. Gund (without exhibits) sworn July 6, 2016		A
Exhibit "B" – Initial Order dated July 7, 2016		B
Exhibit "C" – Claims Procedure Order dated July 7, 2016		C

TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

(the "Applicant")

NOTICE OF MOTION
(Returnable August 4, 2016)
(Stay Extension)

The Applicant will make a Motion before a Judge of the Ontario Superior Court, (Commercial List), on Thursday, August 4, 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:

- (a) An Order substantially in the form attached hereto as Schedule "A", *inter alia*,
 - (i) abridging the time for service of the Notice of Motion and the Motion Record herein, if necessary, and validating service thereof;
 - (ii) extending the Stay Period (as defined in paragraph 14 of the Initial Order (defined below)) up to and including November 30, 2016;
 - (iii) increasing the maximum aggregate amount that the Applicant may pay in respect of critical expenses incurred prior to the date of the Initial Order (the

“**Critical Supplier Cap**”) from \$800,000 as established by the Initial Order to \$1,300,000;

(iv) approving the activities of the Monitor (as defined below) as set out in the pre-filing report of the proposed Monitor dated July 6, 2016 (the “**Pre-Filing Report**”) and the first report of the Monitor to be filed (the “**First Report**”);
and

(b) such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THIS MOTION ARE:

- (a) the Applicant was granted protection from its creditors under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an Initial Order of the Superior Court of Justice (Commercial List) (the “**Court**”) dated July 7, 2016 (the “**Initial Order**”);
- (b) in the Initial Order, Alvarez & Marsal Canada Inc. was appointed monitor of the Applicant (in such capacity, the “**Monitor**”);
- (c) prior to filing the CCAA application, the Applicant, and certain of its affiliates (collectively, the “**HBW Parties**”), entered into settlement and support agreements with the Northland Power Inc. and certain of its direct and indirect subsidiaries and affiliates (collectively, the “**NPI Parties**”) providing for resolution of the claims between the HBW Parties and the NPI Parties (the “**Settlement and Support Agreements**”);

- (d) the purpose of the Applicant seeking protection under the CCAA was to, among other things, implement the settlement set out in the Settlement and Support Agreements;
- (e) on July 7, 2016, the Court also 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 (the “**Claims Process**”) under a proposed plan of compromise (the “**Plan**”);
- (f) the Claims Procedure Order established a claims bar date of August 22, 2016 as the last day for claimants to file proofs of claim (other than certain excluded claims and certain restructuring period claims);
- (g) as described in the First Report, the Applicant and the Monitor continue to receive inquiries from claimants regarding the Claims Process, including assisting claimants with the submissions of proofs of claim in accordance with the Claims Procedure Order;
- (h) the Applicant is analyzing its current contracts to determine how to streamline its continuing operations;

Stay Extension

- (i) an extension of the Stay Period up to and including November 30, 2016 is required to allow the Applicant (or the Monitor, as the case may be) to (i) complete the Claims Process, (ii) review its ongoing operational obligations, and (iii) develop the Plan;

- (j) the outside date for implementation of the Plan under the Settlement and Support Agreements is November 24, 2016. Therefore a stay extension request for November 30, 2016 is appropriate and reasonable to permit the Applicant to implement the settlement outlined in the Settlement and Support Agreements;
- (k) based on current cash flow forecasts, the Applicant is forecast to have sufficient funds to pay post filing services and supplies until December 2, 2016;
- (l) the Applicant has acted, and continues to act, in good faith and with due diligence in completing ongoing projects and developing and implementing the Plan;
- (m) the Applicant is not aware of any stakeholder which would suffer any material prejudice if the Stay Period is extended as requested;

Critical Supplier Cap

- (n) since the Initial Order, the Applicant, in consultation with the Monitor, has determined that the Critical Supplier Cap in the Initial Order is insufficient to cover certain critical expenses necessary to ensure the provision of uninterrupted services by suppliers and subcontractors on certain projects with significant remaining receivables;
- (o) the Applicant is requesting an increase in the Critical Suppliers Cap to pay certain pre-filing expenses pursuant to the terms of the Initial Order;
- (p) the Monitor is supportive of the relief sought in this motion;
- (q) those grounds as set out in the Affidavit of Philip J. Gund sworn July 28, 2016 the exhibits thereto (the "**Gund Affidavit**");

- (r) those further grounds set out in the First Report, to be filed, and the appendices thereto;
- (s) the provisions of the CCAA and the inherent and equitable jurisdiction of this Court;
- (t) Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (u) 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 Pre-Filing Report;
- (c) the First Report, to be filed; and
- (d) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

July 28, 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
JUSTICE

) THURSDAY, THE 4TH
)
) DAY OF AUGUST, 2016

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

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

(the "**Applicant**")

**ORDER
(Stay Extension)**

THIS MOTION made by H.B. White Canada Corp. (the "**Applicant**" or "**HBW**") for an Order (the "**Stay Extension Order**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, *inter alia* (i) extending the Stay Period (as defined in paragraph 14 of the Initial Order of the Ontario Superior Court of Justice (Commercial List) dated July 7, 2016) (the "**Initial Order**") to and including November 30, 2016, (ii) increasing the Critical Supplier Cap (as defined below), and (iii) approving the activities of Alvarez & Marsal Canada Inc. in its capacity as court appointed monitor ("**Monitor**") as set out in the pre-filing report of the proposed Monitor dated July 6, 2016 (the "**Pre-Filing Report**") and the first report of the Monitor, to be filed (the "**First Report**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Philip Gund, sworn July 28, 2016, and the exhibits thereto, the Pre-Filing Report, the First Report, and on hearing the submissions of counsel for the Applicant and the Monitor and such other interested parties as were present, no one else appearing although duly served as appears from the affidavit of service of Monique Sassi sworn July 28, 2016,

SERVICE

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

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 14 of the Initial Order) be and is hereby extended until and including November 30, 2016.

CRITICAL SUPPLIER CAP

3. **THIS COURT ORDERS** that paragraph 7 of the Initial Order be and hereby is amended to replace \$800,000 with \$1,300,000.

APPROVAL OF ACTIVITIES

4. **THIS COURT ORDERS** that the Pre-Filing Report and the First Report and the actions, conduct and activities of the Monitor described therein be and are hereby approved.

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

**ORDER
(STAY EXTENSION)**

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 AUGUST 4, 2016)**
(Stay Extension)

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 JULY 28, 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 the Applicant for an order pursuant to the *Companies' Creditors Arrangement Act* (Canada), as amended (the "**CCAA**"), to (i) extend the Stay Period (as defined in paragraph 14 of the Initial Order of the Ontario Superior Court of Justice dated July 7, 2016 as the "**Initial Order**") to and including November 30, 2016, (ii) increase the Critical Supplier Cap (as defined below), and (iii) approve the activities of Alvarez & Marsal Canada Inc. in its capacity as court appointed monitor ("**Monitor**") as set out in the pre-filing report of the proposed Monitor dated July 6, 2016 (the "**Pre-Filing Report**") and the first report of the Monitor, to be filed (the "**First Report**").

BACKGROUND

3. H.B. White Canada Corp. (the "**Applicant**" or "**HBW**") is a Nova Scotia unlimited liability company and its sole member is White Construction, Inc. ("**WCI**"), an Indiana corporation. Both HBW and WCI are indirect subsidiaries of IEA, a Delaware limited liability company. IEA, through its subsidiaries (collectively with IEA, the "**IEA Group**"),

owns an integrated portfolio of companies focused on the development, construction and maintenance of energy and other infrastructure projects.

4. As described in detail in my affidavit dated July 6, 2016, in support of the Applicant's application for an Initial Order (the "**Initial Order Affidavit**"), HBW has struggled financially as a result of, among other things, the weight of certain construction projects that have proven to be unprofitable. Since 2014 the Applicant had been operating at a negative margin. A copy of the Initial Order Affidavit (without exhibits) is annexed hereto as **Exhibit "A"**.
5. Prior to filing the CCAA application, the Applicant, and certain of its affiliates (collectively, "**HBW Parties**"), entered into settlement and support agreements with Northland Power Inc. and certain of its direct and indirect subsidiaries and affiliates (collectively, "**NPI Parties**") providing for resolution of the claims between the HBW Parties and the NPI Parties (the "**Settlement and Support Agreements**").
6. The Applicant sought protection under the CCAA in order to allow the Applicant to propose a plan of compromise (the "**Plan**") which would implement the settlement contemplated in the Settlement and Support Agreements with the NPI Parties, facilitate the pro rata payment of construction lien claims from "holdback" funds, compromise unsecured claims (including 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.
7. 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"**.
8. On July 7, 2016, the Court also 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"**.
9. The Initial Order, the Claims Procedure Order together with the Monitor's reports and all other filings in the CCAA proceeding are available on the Monitors Website at: <http://www.alvarezandmarsal.com/HBWhite>.

10. Further details regarding the background to this CCAA proceeding are set out in the Initial Order Affidavit. Capitalized terms used here but not otherwise defined herein have the meanings ascribed to them in the Initial Order Affidavit.

ONGOING PROJECTS

11. Since the Initial Order was granted, the Applicant has continued work on its remaining projects in the ordinary course of business. The Applicant, with the assistance of the Monitor, has engaged with vendors, customers and employees to ensure a smooth transition into these proceedings and to minimize disruption to the business.
12. In addition, the Applicant has continued paying critical pre-filing amounts to ensure outstanding receivables continue to flow.
13. The Applicant has also begun a review of its existing contracts to determine how to streamline its continuing operations.

CLAIMS PROCESS

14. The Claims Procedure Order established a claims bar date of August 22, 2016 as being the last day to file proofs of claim (other than for certain excluded claims and restructuring period claims).
15. The Applicant has provided the Monitor with information required by the Claims Procedure Order.
16. The Applicant has also provided the Monitor with access to documents previously submitted to the Applicant in connection with the establishment of a vetting committee of lien creditors prior to the commencement of this proceeding. The Applicant continues to cooperate with the Monitor in its review of the construction lien claim documents and other potential claims.

STAY EXTENSION

17. The Initial Order granted a stay of proceedings up to and including August 6, 2016 (the "Stay Period") in order to facilitate the completion of ongoing projects and prevent all persons from taking any steps or action to interfere with HBW completing work on any project or exercise any rights or remedies, or commence any proceeding, in connection with any project or any bonds in respect of any project.

18. In this motion the Applicant is seeking an extension of the Stay Period up to and including November 30, 2016. The extension of the Stay Period is required for the Applicant (and the Monitor, as the case may be) to (i) complete the Claims Process, (ii) review its ongoing operational obligations, and (iii) develop the Plan.
19. The outside date under the Settlement and Support Agreements is November 24, 2016. Therefore a stay extension request for November 30, 2016 is appropriate and reasonable to permit the Applicant to implement the settlement outlined in the Settlement and Support Agreements within the contemplated timelines.
20. The Applicant is forecast to have sufficient funds to pay post-filing service and supplies until December 2, 2016, as will be reflected in the cash flow forecasts of the Applicant appended to the First Report.
21. It is my belief that the Applicant has acted, and continues to act, in good faith and with due diligence in completing ongoing projects, as well as, completing the Claims Process and developing the Plan. I do not believe that any stakeholder will suffer any material prejudice if the Stay Period is extended as requested.
22. I am informed by the Monitor that it supports the Applicant's request to extend the stay.

CRITICAL SUPPLIER CAP

23. The Initial Order granted the Applicant permission to pay critical pre-filing amounts up to a cap of \$800,000 (the "Critical Supplier Cap") with the consent of the Monitor. These payments are necessary to ensure uninterrupted services by suppliers and subcontractors on projects with significant remaining receivables in order to preserve those receivables and to ensure that critical suppliers and subcontractors providing services on warranty projects will continue to supply to HBW.
24. Subsequent to the Initial Order, it has come to the attention of the Applicant that the Critical Supplier Cap is not sufficient to cover certain payments necessary to complete certain ongoing work. The Applicant, in consultation with the Monitor, has determined that the Critical Supplier Cap should be increased from \$800,000 to \$1,300,000. It is my belief that this increase in the Critical Supplier Cap is necessary to ensure uninterrupted provision of goods and services from critical suppliers and subcontractors.

25. I am informed by the Monitor that it supports the Applicant's request to increase the Critical Supplier Cap.

PURPOSE OF AFFIDAVIT

26. I swear this affidavit in support of the Applicants motion returnable August 4, 2016.

SWORN BEFORE ME, this 28th day of July, 2016.

Monica McCoy
Notary Public

My commission expires July 18, 2018



PHILIP J. GUND

Exhibit A

This is Exhibit "A" referred to in the Affidavit of Philip J. Gund
sworn July 28, 2016

ACKNOWLEDGMENT

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

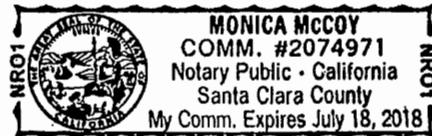
State of California
County of San Mateo

On July 28, 2016 before me, Monica McCoy, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Monica McCoy (Seal)

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
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(the "Applicant")

AFFIDAVIT OF PHILIP J. GUND
SWORN JULY 6, 2016

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

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

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

OVERVIEW AND OBJECTIVES

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

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

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

BACKGROUND

A. The Applicant

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

B. The Operations of the Applicant

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

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

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

C. Disputes with the NPI Parties

27 HBW has historically provided services to a small number of repeat customers who own renewable energy projects during the construction phase and operate or sell the projects after completion. The NPI Parties entered into three separate contracts with HBW:

- (a) Engineering, Procurement and Construction Contract, dated as of November 20, 2013, as amended from time to time (as so amended, the "**BFW Contract**") among Northland Power Solar Burks Falls West L.P. ("**BFW**") and HBW for the engineering, design, procurement, construction and related services for BFW's solar photovoltaic electric generating facility located near Burk's Falls, Ontario ("**BFW Facility**");
- (b) Engineering, Procurement and Construction Contract, dated as of October 17, 2012, as amended by from time to time (as so amended, the "**MMWF Contract**") among McLean's Mountain Wind Limited Partnership ("**MMWF**") and HBW for the engineering, design, procurement, construction and related services for the MMWF's wind farm generation facility located in the district of Manitoulin, Ontario, Canada (the "**MMWF Facility**"); and
- (c) Engineering, Procurement and Construction Contract, dated as of April 11, 2014, as amended from time to time (as so amended, the "**CLLSP Contract**") among Northland Power Solar Abitibi L.P., Northland Power Solar Empire L.P., Northland Power Solar Martin's Meadows L.P., and Northland Power Solar Long Lake L.P. (collectively "**CLLSP**") and HBW for the engineering, design, procurement, construction and related services for CLLSP's solar photovoltaic electric generating facilities located near Cochrane, Ontario ("**CLLSP Facility**")

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

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

ASSETS AND LIABILITIES OF HBW

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

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

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

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

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

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

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

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

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

A. Wells Facility

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

B. Second Lien Facility

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

C. Other Secured Creditors

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

D. Intercompany Obligations

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

E. Crown Obligations

(a) HST

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

(b) Environmental

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

(c) Source Deductions

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

F. Bonding Agreements and Indemnity Agreements

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

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

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

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

G. Trade Creditors and Suppliers

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

H. Construction Liens

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

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

I. Other Litigation Claims

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

INSOLVENCY OF THE APPLICANT

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

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

OBJECTIVE OF THE CCAA PROCEEDINGS

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

A. **The Settlements with the NPI Parties**

66. As a result of the negotiations discussed above, two settlement agreements have been entered into:

- (i) A settlement and support agreement dated as of July 6, 2016, among CLLSP, BFW, and NPI (the "**Northland Parties**") and the HBW Parties (the "**Northland Settlement Agreement**"); and
- (ii) A settlement and support agreement dated as of July 6, 2016 among MMWF and the HBW Parties (the "**MMWF Settlement Agreement**").

67. The Northland Settlement Agreement and the MMWF Settlement Agreement provide for a final resolution among the parties on all matters, with the exception of issues related to the guarantees separately provided by WCI. As WCI is not an applicant in these proceedings, WCI's guarantees will be resolved outside of these proceedings.

68. The Settlement Agreements provide for the following terms, among others:

- (a) The parties will suspend the ongoing arbitration while HBW commences these proceedings to implement the settlement pursuant to a plan of compromise or arrangement;
- (b) Agreement that there are no amounts owing and outstanding by the Northland Parties and MMWF to the HBW Parties, in connection with the BFW Contract, CLLSP Contract and the MMWF Contract, as applicable;
- (c) Agreement that the holdback amount relating to the BFW Contract (which is 10% of the final contract price of the BFW Contract) is \$1,567,802 (the "**BFW Holdback Amount**") and the holdback amount relating to the CLLSP Contract (which is 10% of the final contract price of the CLLSP Contract) is \$7,343,228 (the "**CLLSP Holdback Amount**"), each exclusive of HST;
- (d) The Northland Parties will file a single proof of claim in the amount of \$158 million against HBW and MMWF will file a proof of claim against HBW in the amount of \$13 million;

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

B. Proposal to Other Creditors

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

C. Other Benefits

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

THE APPLICANT'S CASH FLOW

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

RELIEF SOUGHT

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

A. DIP Financing

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

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

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

B. The Proposed Monitor

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

C. Payments During the CCAA Proceedings

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

D. CRO Engagement

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

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

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

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

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

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

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

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

E. Charges

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

(a) *Administration Charge*

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

89. I believe that the amount of the proposed Administration Charge is commensurate with the complexity of HBW's business and the tasks required to effect a successful restructuring.

(b) DIP Lender's Charge

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

(c) Directors and Officers Indemnification and Charge

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

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

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

F. Stay of Proceedings

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

G. Claims Process

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

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

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

CONCLUSION

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

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

~~SEE ATTACHED~~

Notary Public

My commission expires _____

} _____
Philip J. Gund
PHILIP J. GUND

ACKNOWLEDGMENT

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

State of California
County of San Mateo)

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

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

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

WITNESS my hand and official seal.



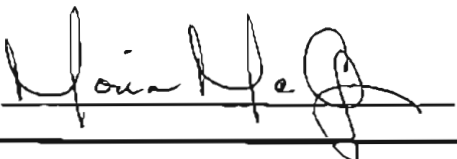
Signature  (Seal)

Exhibit B

This is Exhibit "B" referred to in the Affidavit of Philip J. Gund
sworn July 28, 2016

ACKNOWLEDGMENT

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

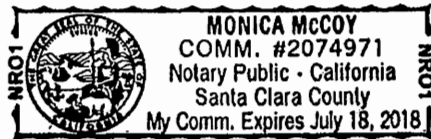
State of California
County of San Mateo

On July 28, 2016 before me, Monica McCoy, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

THURSDAY, THE 7TH

MR. JUSTICE NEWBOULD

)

DAY OF JULY, 2016

)



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

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

(the "Applicant")

INITIAL ORDER

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

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

SERVICE

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

APPLICATION

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

PLAN OF ARRANGEMENT

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

POSSESSION OF PROPERTY AND OPERATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

RESTRUCTURING

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE APPLICANT, PROJECT OWNERS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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

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

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

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

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

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

CONSTRUCTION LIENS

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

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

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

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

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

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

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

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

NON-DEROGATION OF RIGHTS

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

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

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

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

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

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

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

APPROVAL OF CRO ENGAGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

APPOINTMENT OF MONITOR

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

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

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

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

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

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

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

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

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

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

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

DIP FINANCING

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

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

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

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

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

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

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

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

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

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

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

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

Second – DIP Lender's Charge; and

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

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

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

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

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

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

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

SERVICE AND NOTICE

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

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

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

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

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

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

GENERAL

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

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

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

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

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

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

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



JUL 07 2016

Court File No. CV16-11452-00CL

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

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

Proceeding commenced at Toronto

INITIAL ORDER

Cassels Brock & Blackwell LLP
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.

Exhibit C

This is Exhibit "C" referred to in the Affidavit of Philip J. Gund
sworn July 28, 2016

ACKNOWLEDGMENT

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

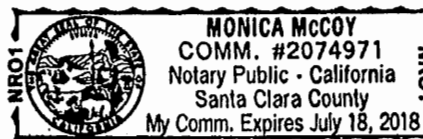
State of California
County of San Mateo

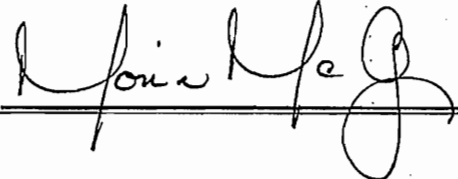
On July 28, 2016 before me, Monica McCoy, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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



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

(the "Applicant")

ORDER
(Claims Procedure)

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

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

SERVICE

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

DEFINITIONS

2. THIS COURT ORDERS that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Initial Order in these proceedings dated July 7, 2016 as further amended, restated, supplemented and/or modified from time to time (the "Initial Order").
3. For the purposes of this Order the following terms shall have the following meanings:
- (a) "Assessments" means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
 - (b) "Business Day" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
 - (c) "CCAA Proceedings" means these CCAA proceedings commenced by HBW in the Court under Court File No. *CV16-11452-00XL*;
 - (d) "Charges" has the meaning ascribed to that term in the Initial Order;
 - (e) "Claim" means:
 - (i) any right or claim, including any Tax Claim, Construction Lien Claim or Trust Claim, of any Person that may be asserted or made in whole or in part against the Applicant, in any capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever of the Applicant, and any interest accrued thereon or costs payable in respect thereof, in existence on the Filing Date, or which is based on an event, fact, act or omission which occurred in whole or in part prior to the

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

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

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

- (iii) any right or claim of any Person against one or more of the Directors or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, including any right of contribution or indemnity, for which any Director or Officer is alleged to be by statute or otherwise by law liable to pay in his or her capacity as a Director or Officer (each a "Director/Officer Claim", and collectively, the "Director/Officer Claims");

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

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

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

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

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

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

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

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

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

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

- (ww) **"Tax Claim"** means any Claim of any government authority against the Applicant for any Taxes in respect of any taxation year or period;
- (xx) **"Trust Claim"** means the Claim of any Person against the Applicant or a Director or Officer as the beneficiary of any trust fund constituted or otherwise provided for pursuant to any applicable Provincial Lien Legislation;
- (yy) **"Unsecured Claim"** means a Claim that is not a Secured Claim;
- (zz) **"Vetting Committee"** means the committee constituted by Court Order to vet the known construction liens registered on title to the HBW Cochrane / Long Lake Project, and to prepare a report;
- (aaa) **"Wells Fargo"** means Wells Fargo Bank, National Association as lender under the Wells Fargo Credit Agreement; and
- (bbb) **"Warranty Claims"** means claims arising under a warranty obligation.

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

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

GENERAL PROVISIONS

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

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

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

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

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

MONITOR'S ROLE

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

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

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

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

NOTICE TO CLAIMANTS

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

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

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

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

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

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

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

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

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

FILING OF PROOFS OF CLAIM

(A) Pre-filing Claims

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

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

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

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

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

(B) Restructuring Period Claims

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

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

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

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

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

ADJUDICATION OF CLAIMS

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

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

(A) Provisions Applicable to Construction Lien Claims

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

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

(B) Provisions Applicable to All Claims

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

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

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

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

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

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

CLAIMS OFFICERS

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

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

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

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

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

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

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

NOTICE TO TRANSFEREES

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

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

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

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

SERVICE AND NOTICE

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

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

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

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

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

MISCELLANEOUS

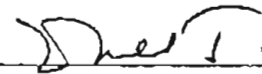
47. **THIS COURT ORDERS** that the Monitor or the Applicant may from time to time apply to this Court to extend the time for any action which the Monitor or the Applicant is required to take if reasonably required to carry out its duties and obligations pursuant to this Claims Procedure Order and for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

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

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

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

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



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

JUL 07 2016

PER / PAR: 

SCHEDULE "A"

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

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

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

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

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

SECTION 1 – DIRECTOR AND/OR OFFICER

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

SECTION 2(a) – ORIGINAL CLAIMANT

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

SECTION 2(b) - ASSIGNEE

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

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

11. Indicate the amount the Director(s) and/or Officer(s) was/were and still is/are indebted to the Claimant in the Amount of Claim column, including interest up to and including July 7, 2016.¹

Currency

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

SECTION 4- DOCUMENTATION

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

SECTION 5 - CERTIFICATION

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

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

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

SECTION 6 - FILING OF CLAIM

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

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

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

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

SCHEDULE "B"

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

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

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

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

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

2(B) Assignee, if claim has been assigned

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

3. Amount of Claim

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

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

4. Documentation

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

5. Certification

I here certify that:

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

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

Dated at _____ this _____ day of _____, 2016

6. Filing of Claim

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

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

SCHEDULE "C"

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

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

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

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

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

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

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

DATED this ___ day of July, 2016.

SCHEDULE "D"

NOTICE OF DISPUTE OF NOTICE OF REVISION OR DISALLOWANCE

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

Claims Reference Number: _____

1. Particulars of Claimant:

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

(the "Claimant")

Full Mailing Address of the Claimant:

Other Contact Information of the Claimant:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

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

Have you acquired this purported Claim by assignment?

Yes:

No:

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

Full Legal Name of original Claimant(s): _____

3. Dispute of Revision or Disallowance of Claim:

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

	Currency Amount allowed by Monitor: (Notice of Revision or Disallowance)	Amount claimed by Claimant: ¹
A. Unsecured	\$	\$
B. Secured Claim (excluding Construction Lien Claim)	\$	\$
C. Liable Amount	\$	\$
D. Director/Officer Claim	\$	\$
E. Total Claim	\$	\$

4. Reasons for Dispute:

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

SCHEDULE "E"

NOTICE OF REVISION OR DISALLOWANCE

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

Claims Reference Number: _____

TO: _____
(the "Claimant")

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

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

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

Reasons for Revision or Disallowance:

-

SERVICE OF DISPUTE NOTICES

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

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

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

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

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

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

DATED this _____ day of _____, 2016.

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

Per: _____

For more information see www.alvarezandmarsal.com/hbwhite, or contact the Monitor by telephone at 1-844-692-6255.

SCHEDULE "F"

CLAIMANT'S GUIDE TO COMPLETING THE PROOF OF CLAIM FORM FOR CLAIMS AGAINST H.B. WHITE CANADA CORP. ("HBW")

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

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

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

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

Section 1(a) - ORIGINAL CLAIMANT

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

SECTION 1(b) - ASSIGNEE

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

SECTION 2 - AMOUNT OF CLAIM OF CLAIMANT AGAINST HBW

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

Currency

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

Unsecured Claim

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

Secured Claim

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

SECTION 3 - DOCUMENTATION

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

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

SECTION 4 - CERTIFICATION

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

SECTION 5 - FILING OF CLAIM

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

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

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

SCHEDULE "G"

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

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

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

1(b) Assignee, if claim has been made

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

2. Amount of Claim

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

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

3. Documentation

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

4. Certification	
I hereby certify that:	
<ol style="list-style-type: none">1. I am the Claimant or authorized representative of the Claimant.2. I have knowledge of all the circumstances connected with this Claim.3. The Claimant asserts this Claim against HBW.4. Complete documentation in support of this claim is attached.	
Signature: _____	Witness: _____
	(signature)
Name: _____	_____
	(print)
Title: _____	
Dated at _____ this ____ day of _____, 2016	

5. Filing of Claim

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

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

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

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

SCHEDULE "H"
EMPLOYEE LETTER

July ●, 2016

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

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

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

Claims Process

The Claims Process deals with claims against HBW.

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

SCHEDULE "I"

CONSTRUCTION LIEN CLAIM DISPUTE NOTICE

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

Claimant's Claims Reference Number: _____

Claims Reference Number of Claim Disputed: _____

Project: _____

1. Particulars of Claimant asserting Dispute:

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

(the "Claimant")

Full Mailing Address of the Claimant:

Other Contact Information of the Claimant:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

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

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

	Currency Amount allowed by Monitor: (Notice of Revision or Disallowance)	Amount claimed by Claimant:¹
A. Liable Amount ²	\$	\$
B. Other	\$	\$
C. Total Claim	\$	\$

4. **Reasons for Dispute:**

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

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

SCHEDULE "J"

FORM OF CONSTRUCTION LIEN CLAIM SCHEDULE

Project: _____

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

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

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

Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER

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

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

**AFFIDAVIT OF PHILIP J. GUND
SWORN JULY 28, 2016
(STAY EXTENSION AFFIDAVIT)**

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

R. Shayne Kukulowicz LSUC#30729S
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Fax: 416.640.3176
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF 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 August 4, 2016
(Stay Extension)

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

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