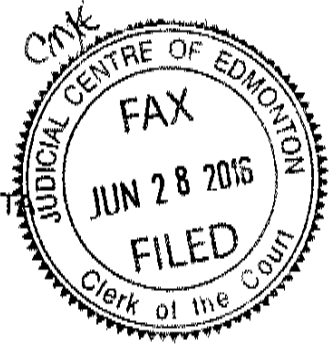


COURT FILE NUMBER 1403-13215
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF E CONSTRUCTION LTD.
DEFENDANTS SPRAGUE-ROSSER CONTRACTING CO.
LTD. and REGIONAL MUNICIPALITY OF
WOOD BUFFALO
DOCUMENT ORDER (Certificates of Substantial
Performance)
ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS DOCUMENT
McCarthy Tétrault LLP
Barristers & Solicitors
Sean F. Collins / Walker W. MacLeod / Bryan
G. West
4000, 421 - 7th Avenue S.W.
Calgary, Alberta T2P 4K9
Telephone: 403-260-3500
Facsimile: 403-260-3501
Email: scollins@mccarthy.ca
wmacleod@mccarthy.ca
DATE ON WHICH ORDER WAS PRONOUNCED: June 26, 2016
LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER: Justice J.M. Ross



UPON THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as the court-appointed receiver and manager (the "Receiver") of Contracting pursuant to the Receivership Order; AND UPON noting the order issued by the Honourable Justice J. M. Ross, dated May 5, 2016, in the within proceedings (the "Consent Order"); AND UPON having read the Eighth Report of the Receiver, dated June 6, 2016, and all previous reports of the Receiver filed in either the Edmonton Receivership Proceedings or the Calgary Receivership Proceedings, as applicable; AND UPON having read the First Written Interrogatories, the Second Written Interrogatories, and the Confidential Written Interrogatories; AND UPON having read the Affidavit of J. Paul Bourassa, sworn January 14, 2016 and the cross-examination thereon; AND UPON having read the Affidavit of Troy Moskal, sworn January 14, 2016, and the cross-examination thereon; AND UPON having read the Affidavit of Jack Farrar, sworn on July

10, 2014, and filed in Alberta Court of Queen's Bench Court File No. 1403-08959; **AND UPON** having read the written brief of law and argument of the Receiver, filed and served; **AND UPON** having read the Affidavit of Service of Donna van Eerde, sworn June 23, 2016 (the "**Service Affidavit**"); **AND UPON** hearing submissions from the Receiver, RBC, E Construction, Wilco and any other persons present;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The Notice of Application in respect of this Order (the "**Application**") is properly returnable on June 28, 2016, service of the Application and all supporting materials in respect thereof, in the manner described in the Service Affidavit, is validated and declared to be good and sufficient, and no other persons are entitled to be served with or given notice of the Application.

Defined Terms

2. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Consent Order.

The Abasand CSP

3. The Abasand Contract was not substantially performed for the purposes of the *Builders' Lien Act* (Alberta) (the "**BLA**") as at the time of the termination of the Abasand Contract and any purported certificates of substantial performances issued by Contracting in respect of the Abasand Contract are of no force or effect.

4. The Receiver is expressly authorized and empowered to distribute all amounts paid to it by RMWB pursuant to paragraph 5(b) of the Consent Order in accordance with the terms of the July 17 Order.

The Bridge CSP

5. The Bridge Contract was not substantially performed for the purposes of the BLA as at the time of the termination of the Bridge Contract and any purported certificates of substantial performances issued by Contracting in respect of the Bridge Contract are of no force or effect.

6. The Receiver is expressly authorized and empowered to distribute all amounts paid to it by BWZ pursuant to paragraph 39 of the Consent Order in accordance with the terms of the July 17 Order.

Wilco Lien Funds

7. The relief sought by the Receiver in respect of the Wilco Lien at paragraph 8 of the Application be and is hereby adjourned *sine die*. The Receiver ^{is Counsel} shall continue to hold the Wilco Lien Funds pursuant to and in accordance with the terms of ~~paragraph 19~~ of the Consent Order, ^{including paragraph 19 of the Consent Order.}

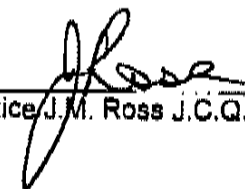
E Construction Lien Funds

8. The Receiver ^{is Counsel} shall continue to hold the E Construction Lien Funds pursuant to and in accordance with the terms of ~~paragraph 29~~ of the Consent Order, ^{including paragraph 29 of the Consent Order.}

Further Assistance and Service

9. The Receiver and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order.

10. This Order must be served only upon those interested parties attending or represented at the within Application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service of this Order on any party not attending this Application is hereby dispensed with.


Justice J.M. Ross J.C.Q.B.A.