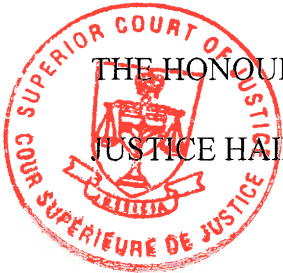


ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST



THE HONOURABLE MR  
JUSTICE HAINEY

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THURSDAY, THE 25<sup>th</sup>  
DAY OF JANUARY, 2018

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 CARILLION CANADA HOLDINGS  
INC., CARILLION CANADA INC., CARILLION CANADA  
FINANCE CORP. AND CARILLION CONSTRUCTION INC.  
(each, an "**Applicant**", and collectively, the "**Applicants**")

INITIAL ORDER

**THIS APPLICATION**, made by the Applicants, 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 Elizabeth Reynolds sworn January 24, 2018 and the Exhibits thereto (the "**Initial Affidavit**"), and the pre-filing report of Ernst & Young Inc. ("**E&Y**"), in its capacity as proposed monitor of the Applicants (in such capacity, the "**Proposed Monitor**") dated January 24, 2018 and on hearing the submissions of counsel for the Applicants, counsel to the Proposed Monitor, independent counsel to the Board of Directors of the Applicants (the "**Board of Directors**"), and on reading the consent of the Proposed Monitor to act as the Monitor of the Applicants (in such capacity, the "**Monitor**"),

SERVICE AND DEFINITIONS

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.

2. **THIS COURT ORDERS** that (a) the entities listed on **Schedule "A"** hereto shall be referred to herein as the "**Outland Entities**", (b) the entities listed on **Schedule "B"** hereto shall be referred to herein as the "**Rokstad Entities**", (c) the entities listed on **Schedule "C"** hereto shall be referred to herein as the "**Services Entities**", (d) the entities listed on **Schedule "D"** hereto shall be referred to herein as the "**Other Carillion Canada Subsidiaries**", and (e) collectively, the Outland Entities, Rokstad Entities, Services Entities and Other Carillion Canada Subsidiaries shall be referred to herein as the "**Non-Applicant Stay Parties**" (and together with the Applicants, the "**Carillion Canada Entities**").

#### **APPLICATION**

3. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

#### **PLAN OF ARRANGEMENT**

4. **THIS COURT ORDERS** that the Applicants, individually or collectively, 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**

5. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Applicants' Property**" and together with all of the Non-Applicant Stay Parties' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, the "**Carillion Canada Property**"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Applicants' Business**" and together with the business of the Non-Applicant Stay Parties, the "**Carillion Canada Business**") and Applicants' Property. The Applicants are authorized and empowered to continue to retain and employ the employees, independent contractors, sub-contractors, advisors, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to

retain such further Assistants, as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place among the Carillion Canada Entities as described in the Initial Affidavit, or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank or other institution 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 Applicants 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 hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, except to the extent that such terms are expressly modified by this Order, 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.

7. **THIS COURT ORDERS** that (a) any segregated bank accounts established by the Applicants to hold funds advanced to them on the condition that such funds be used for a specific purpose in respect of a specific portion of the Carillion Canada Business (the "**Segregated Funds**") shall be used for such specific purpose, and (b) from and after the date of this Order, the Applicants may establish additional segregated bank accounts to hold any additional Segregated Funds that are advanced to them under such agreed upon arrangements.

8. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses and satisfy the following obligations whether incurred prior to, on or after the date of this Order:

- (a) all outstanding and future wages, salaries, commissions, employee and retiree benefits (including, without limitation, employee medical, dental, vision, insurance and similar benefit plans or arrangements) amounts owing under corporate credit cards issued to management and employees of the Applicants, pension benefits or

contributions, vacation pay, expenses and director fees 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 practices, compensation policies and arrangements (but not including termination or severance payments), and all other payroll processing and servicing expenses;

- (b) all outstanding and future amounts owing to or in respect of individuals working as independent contractors in connection with the Applicants' Business;
- (c) the fees and disbursements of any Assistants retained or employed by the Applicants at their standard rates and charges; and
- (d) with the consent of the Monitor, amounts owing for goods or services actually supplied to the Applicants prior to the date of this Order by third party suppliers up to a maximum aggregate amount of \$1 million (not including any amounts payable from the Segregated Funds), if, in the opinion of the Applicants, the supplier is critical to the business and ongoing operations of the Applicants.

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

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Applicants' Property or the Applicants' Business (including the value thereof) including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order or payments to obtain the release of goods contracted for prior to the date of this Order.

10. **THIS COURT ORDERS** that the Applicants 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 the Applicants' employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services taxes, harmonized sales taxes or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, 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, workers' compensation 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 Applicants' Business by the Applicants.

11. **THIS COURT ORDERS** that until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicants shall pay, without duplication, 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, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the Applicants or the making of this Order) or as otherwise may be negotiated between the applicable 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.

12. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are 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 any of the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Applicants' Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Applicants' Business or pursuant to further Order of this Court.

13. **THIS COURT ORDERS** that, each of the Applicants are authorized to continue on and after the date of this Order, to: (a) enter into transactions, including, without limitation intercompany funding transactions among the Carillion Canada Entities, (b) buy and sell goods and services, including, without limitation, head office and shared services, and (c) allocate to, collect from and pay costs, expenses and other amounts of other Carillion Canada Entities (collectively, the "**Intercompany Transactions**") in the ordinary course of business. All ordinary course Intercompany Transactions shall continue on terms consistent with existing arrangements or past practice, subject to such changes thereto, or to such governing principles, policies or procedures that the Monitor, in consultation with the Applicants, approves, or subject to further Order of this Court. Any Applicant making an advance approved by the Monitor from and after the date of this Order with respect to intercompany funding to another Carillion Canada Entity (collectively, the "**Intercompany Advances**") shall be entitled to the benefit of and is hereby granted a charge and security as against the applicable Carillion Canada Property of such Carillion Canada Entity receiving such Intercompany Advance (the "**Intercompany Charge**"), which shall have the priority set out in paragraphs 37 and 39 of this Order.

## **RESTRUCTURING**

14. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of the Applicants' Business or operations, and to dispose of redundant or non-material assets not exceeding \$1 million in any one transaction or \$5 million in the aggregate;

- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate;
- (c) vacate, abandon or quit any leased premises and disclaim or resiliate any real property lease and any ancillary agreements relating to any leased premises, subject to paragraphs 11 and 15 of this Order;
- (d) disclaim arrangements or agreements of any nature whatsoever with whomever, whether oral or written, as the Applicants deem appropriate, with the Monitor's consent or pursuant to further Order of the Court, in accordance with Section 32 of the CCAA; and
- (e) pursue all avenues of financing or refinancing, restructuring, selling, assigning or in any other manner disposing of and/or reorganizing the Applicants' Business or the Applicants' Property, in whole or part, subject to prior approval of this Court being obtained before any material financing or refinancing, restructuring, sale, assignment, disposition or reorganization,

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

15. **THIS COURT ORDERS** that the Applicants shall provide each of the relevant landlords with notice of an 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 such 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 such Applicant, or by further Order of this Court upon application by such Applicant on at least two (2) days' notice to such landlord and any such secured creditors. If such Applicant disclaims or resiliates 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 or resiliation of the lease shall be without prejudice to such Applicant's claim to the fixtures in dispute.

16. **THIS COURT ORDERS** that if a notice of disclaimer or resiliation is delivered pursuant to Section 32 of the CCAA by any Applicant, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving such Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, 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 such 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 APPLICANTS, THE APPLICANTS' BUSINESS OR THE APPLICANTS' PROPERTY**

17. **THIS COURT ORDERS** that until and including February 23, 2018, 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 the Applicants or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Applicants' Business or the Applicants' Property except with the written consent of the Applicants and the Monitor, or with leave of this Court. Any and all Proceedings currently under way against or in respect of the Applicants or affecting the Applicants' Business or the Applicants' Property are hereby stayed and suspended pending further Order of this Court.

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

18. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, 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 Applicants or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Applicants' Business or the Applicants' Property are hereby stayed and suspended, except with the written consent of the Applicants and the Monitor, or leave of this Court, including, without limitation, by way of terminating, making any demand, accelerating, amending or declaring in default, sweeping any cash in any of the Applicants' bank accounts (if available), exercising any option, right or remedy or taking any enforcement steps

under or in respect of any agreement or agreements with respect to which any of the Applicants are a party, borrower, principal obligor or guarantor, including, by reason of:

- (a) any of Carillion plc, Carillion Construction Limited, Carillion Services Ltd., Planned Maintenance Engineering Limited, Carillion Integrated Services Limited or Carillion Services 2006 Limited (collectively, the "**Carillion UK Entities**") being insolvent or having become subject to insolvency proceedings;
- (b) any of the Applicants being insolvent or having made an application to this Court under the CCAA or the granting of this Order;
- (c) any of the Applicants being party to these proceedings or taking any steps related thereto; or
- (d) any default or cross-default arising from the matters set out in foregoing subparagraphs (a) to (c),

provided that nothing in this Order shall:

- (a) empower the Applicants to carry on any business that the Applicants are not lawfully entitled to carry on;
- (b) exempt the Applicants from compliance with any statutory or regulatory provisions relating to health, safety or the environment;
- (c) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA;
- (d) prevent the filing of any registration to preserve or perfect a security interest; or
- (e) prevent the registration of a claim for a lien.

#### **STAY IN RESPECT OF THE NON-APPLICANT STAY PARTIES**

19. **THIS COURT ORDERS** that during the Stay Period, no Person shall (a) commence any Proceeding or enforcement process, (b) terminate, repudiate, make any demand, accelerate, alter, amend, declare in default, exercise any options, rights or remedies, or (c) discontinue, fail to

honour, alter, interfere with or cease to perform any obligation, pursuant to or in respect of any agreement, lease, sublease, license or permit with respect to which any of the Non-Applicant Stay Parties are a party, borrower, principal obligor or guarantor, by reason of:

- (a) any of the Carillion UK Entities being insolvent or having become subject to insolvency proceedings;
- (b) any of the Applicants being insolvent or having made an application to this Court under the CCAA or the granting of this Order;
- (c) any of the Applicants being party to these proceedings or taking any steps related thereto;
- (d) the stay granted pursuant to this paragraph 19; and
- (e) any default or cross-default arising from the matters set out in foregoing subparagraphs (a) to (d),

except with the written consent of the Applicants and the Monitor, or with leave of this Court.

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

20. **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, lease, sublease, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

#### **CONTINUATION OF SERVICES**

21. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all trademark license and other intellectual property, computer software, communication and other data services, centralized banking services, payroll and benefits services, insurance, warranty services, vehicle and transportation services, temporary labour and staffing services, freight services, sub-contractors, trade suppliers, equipment vendors and rental companies, utility, customs, clearing, warehouse and logistics

services or other services to the Applicants' Business or in respect of the Applicants' Property, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply or license of such goods, services, trademarks and other intellectual property as may be required by the Applicants, and that the Applicants shall be entitled to the continued use of the trademarks and other intellectual property licensed to, used or owned by the Applicants, premises, telephone numbers, facsimile numbers, internet addresses and domain names and building and other permits, 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 applicable Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

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

22. **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 Carillion Canada Entities. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

23. **THIS COURT ORDERS** that, notwithstanding foregoing paragraph 22, any Person who has provided any kind of letter of credit, guarantee, surety or bond (collectively, "**Financial Assurances**") to or for the benefit of any of the Carillion Canada Entities on or before the date of this Order shall be required to continue honouring any and all such Financial Assurances in accordance with their terms, notwithstanding any default or cross-default arising from the matters set out in subparagraphs 19(a) to 19(d) of this Order.

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

24. **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 Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any

obligations of the Applicants 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 Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

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

25. **THIS COURT ORDERS** that the Applicants shall jointly and severally indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants 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.

26. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Applicants' Property, which charge shall not exceed an aggregate amount of \$11 million, as security for the indemnity provided in paragraph 25 of this Order. The Directors' Charge shall have the priority set out in paragraphs 37 and 39 herein.

27. **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 Applicants' 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 25 of this Order.

#### **APPOINTMENT OF MONITOR**

28. **THIS COURT ORDERS** that E&Y is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, 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.

29. **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 Applicants' receipts and disbursements;
- (b) liaise with and assist the Applicants and the Assistants with respect to all matters relating to the Applicants' Business, the Applicants' Property and the Restructuring and such other matters as may be relevant to the proceedings herein;
- (c) if necessary or desirable, in consultation with the Applicants, develop such principles, policies and procedures as are satisfactory to the Monitor and the Applicants to govern any or all categories of Intercompany Transactions (the "**Intercompany Transaction Policies**");
- (d) review and monitor all Intercompany Transactions, including compliance with any applicable Intercompany Transaction Policies, in such manner as the Monitor, in consultation with the Applicants, considers appropriate;
- (e) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Applicants' Property, the Applicants' Business, and such other matters as may be relevant to the proceedings herein;
- (f) assist the Applicants, to the extent required by the Applicants, in their dissemination of financial and other information in respect of any Segregated Funds, in accordance with the terms on which such Segregated Funds were advanced;
- (g) advise the Applicants in their preparation of the Applicants' cash flow statements;
- (h) advise the Applicants in their development of the Plan and any amendments to the Plan;
- (i) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (j) have full and complete access to the Applicants' Property, including the premises, books, records, data, including data in electronic form, and other financial documents

of the Applicants, to the extent that is necessary to adequately assess the Applicants' Business and financial affairs or to perform its duties arising under this Order;

- (k) 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;
- (l) assist the Applicants, to the extent required by the Applicants, with any matters relating to any foreign proceeding commenced or impacting the Applicants, including, without limitation, by (i) acting as "foreign representative" of the Applicants in any proceeding outside Canada, including, without limitation, for the purpose of having these proceedings recognized in a jurisdiction outside Canada, and (ii) retaining independent legal counsel, agents, experts, accountants, advisors or such other persons as the Monitor, in consultation with the Applicants, deems necessary or desirable respecting the exercise of this power; and
- (m) perform such other duties as are required by this Order or by this Court from time to time.

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

31. **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 Carillion Canada 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 Carillion Canada Property within the meaning of any Environmental Legislation, unless it is actually in possession.

32. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants 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 Applicants 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 Applicants may agree.

33. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or 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, including, for greater certainty, in the Monitor's capacity as "foreign representative", 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.

34. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, independent counsel to the Board of Directors and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to or subsequent to the date of this Order, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, independent counsel to the Board of Directors and counsel for the Applicants on a weekly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, independent counsel to the Board of Directors and counsel to the Applicants, retainers in the aggregate amount of \$500,000, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

35. **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.

36. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, counsel to the Applicants and independent counsel to the Board of Directors shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Applicants' Property, which charge shall not exceed an aggregate amount of \$5 million, as security for their professional fees and disbursements incurred at their respective standard rates and charges, 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 37 and 39 hereof.

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

37. **THIS COURT ORDERS** that the priorities of the Directors' Charge, the Administration Charge and the Intercompany Charge (collectively, the "**Charges**"), as among them with respect to the Applicants, shall be as follows:

First – Administration Charge (to the maximum amount of \$5 million);

Second – Directors' Charge (to the maximum amount of \$11 million); and

Third – Intercompany Charge (to the maximum amount outstanding from time to time).

38. **THIS COURT ORDERS** that the filing, registration or perfection of 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.

39. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Applicants' Property (other than the Segregated Funds) and the Intercompany Charge shall, to the extent applicable, constitute a charge on the applicable Carillion Canada Property of the Carillion Canada Entity receiving such Intercompany Advance, and such Charges shall rank in

priority to all other security interests, trusts (including deemed or constructive trusts), liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (including, without limitation, any deemed trusts that may be created under any statute, including, without limitation, the Ontario *Pension Benefits Act*) (collectively, "**Encumbrances**") in favour of any Person, except for (a) any Person who is a "secured creditor" as defined in the CCAA that has not been served with the Notice of Application for this Order, or (b) any statutory super-priority deemed trusts and liens for unpaid employee source deductions or pension obligations.

40. **THIS COURT ORDERS** that the Applicants shall be entitled, on a subsequent motion on notice to those Persons likely to be affected thereby, to seek priority of the Charges ahead of any Encumbrance over which the Charges have not obtained priority.

41. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any of the Applicants' Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor and the other beneficiaries of the affected Charges, or further Order of this Court.

42. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges and (collectively, the "**Chargees**") 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 or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy or receivership 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 governing documents, loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Carillion Canada Entities, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Carillion Canada Entities of any Agreement to which they are a party;

- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any obligation or Agreement caused by or resulting from or the creation of the Charges; and
- (c) the payments made by the Applicants pursuant to this Order 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.

43. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases and any Intercompany Charge created by this Order over leases of real property in Canada shall only be an Intercompany Charge in the Non-Applicant Stay Party's interest in such real property leases.

#### **SERVICE AND NOTICE**

44. **THIS COURT ORDERS** that the Monitor shall (a) without delay, publish in The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (b) within five (5) days' after the date of this Order, (i) make this Order publicly available in the manner prescribed under the CCAA, (ii) send or cause to be sent, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1,000 (excluding any individual employees, former employees with pension and/or retirement savings or benefits plan entitlements, and retirees and other beneficiaries who have entitlements under any pension or retirement savings plan), and (iii) 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, provided that the Monitor shall not make the claims, names and addresses of individuals who are creditors publicly available, unless otherwise ordered by the Court.

45. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice->

commercial/) 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 Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: [www.ey.com/ca/carillioncanada](http://www.ey.com/ca/carillioncanada) (the "**Monitor's Website**").

46. **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 these proceedings (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor's Website, provided that the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

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

48. **THIS COURT ORDERS** that the Applicants, the Monitor and their respective 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 Applicants' 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 Regulations*, Reg. 81000-2-175 (SOR/DORS).

## SUBSEQUENT HEARINGS

49. **THIS COURT ORDERS** that, subject to paragraph 50 hereof, all motions in these proceedings are to be brought on not less than seven (7) calendar days' notice to all Persons on the Service List. Each Notice of Motion shall specify a date (the "**Return Date**") and time for the hearing.

50. **THIS COURT ORDERS** that motions for relief on an urgent basis need not comply with the notice protocol described herein.

51. **THIS COURT ORDERS** that any interested Person wishing to object to the relief sought in a motion must serve responding motion material or, if they do not intend to file material, a notice, in either case, stating the objection to the motion and the grounds for such objection in writing (the "**Responding Materials**") to the moving party, the Applicants and the Monitor, with a copy to all Persons on the Service List, no later than 5:00 p.m. (Toronto time) on the date that is four (4) calendar days prior to the Return Date (the "**Objection Deadline**").

52. **THIS COURT ORDERS** that, if no Responding Materials are served by the Objection Deadline, the judge having carriage of the motion (the "**Presiding Judge**") may determine:

- (a) whether a hearing is necessary;
- (b) whether such hearing will be in person, by telephone or by written submissions only; and
- (c) the parties from whom submissions are required

(collectively, the "**Hearing Details**"). In the absence of any such determination, a hearing will be held in the ordinary course.

53. **THIS COURT ORDERS** that, if no Responding Materials are served by the Objection Deadline, the Monitor shall communicate with the Presiding Judge regarding whether a determination has been made by the Presiding Judge concerning the Hearing Details. The Monitor shall thereafter advise the Service List of the Hearing Details and the Monitor shall

report upon its dissemination of the Hearing Details to the Court in a timely manner, which may be contained in the Monitor's next report in the proceedings.

54. **THIS COURT ORDERS** that if any party objects to the motion proceeding on the Return Date or believes that the Objection Deadline does not provide sufficient time to respond to the motion, such objecting party shall, promptly upon receipt of the Notice of Motion and in any event prior to the Objection Deadline, contact the moving party and the Monitor (together with the objecting party and any other party who has served Responding Materials, the "**Interested Parties**") to advise of such objection and the reasons therefor. If the Interested Parties are unable to resolve the objection to the timing and schedule for the motion following good faith consultations, the Interested Parties may seek a scheduling appointment before the Presiding Judge to be held prior to the Return Date or on such other date as may be mutually agreed by the Interested Parties or as directed by the Presiding Judge to establish a schedule for the motion. At the scheduling appointment, the Presiding Judge may provide directions, including a schedule for the delivery of any further materials and the hearing of the contested motion, and may address such other matters, including interim relief, as the Court may see fit. Notwithstanding the foregoing, the Presiding Judge may require the Interested Parties to proceed with the contested motion on the Return Date or on any other date as may be directed by the Presiding Judge or as may be mutually agreed by the Interested Parties, if otherwise satisfactory to the Presiding Judge.

#### **GENERAL**

55. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary, restate or supplement this Order or for advice and directions concerning the discharge of their respective powers and duties under this Order.

56. **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 Carillion Canada Entities, the Carillion Canada Business or the Carillion Canada Property.

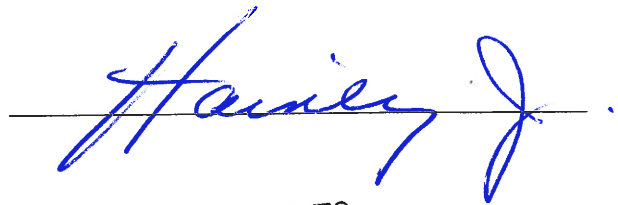
57. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, United Kingdom, United States or any other foreign jurisdiction, to give effect to this Order and to assist the Applicants, the

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 Applicants 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 Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

58. **THIS COURT ORDERS** that each of the Applicants 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.

59. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary, amend, restate or supplement this Order on not less than seven (7) days' notice to the Service List and 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.

60. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order.



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

JAN 25 2018

PER / PAR:



**Schedule "A"**  
**(Outland Entities)**

1. 491313 BC Ltd.
2. Outland Resources Inc.
3. Outland Camps Inc.
4. Bearhills Fire Inc.
5. 9198-4468 Quebec Inc.
6. Tangmaarvik Inland Camp Services Inc.

**Schedule "B"**  
**(Rokstad Entities)**

1. Carillion General Partner (B.C.) Limited
2. CCI (BC) Limited Partnership
3. RPC Limited Partnership
4. Rokstad Power GP Inc.
5. 0891115 BC Ltd.
6. Golden Ears Painting & Sandblasting Ltd.
7. Plowe Power Systems Ltd.
8. Rokstad Power Inc.

**Schedule "C"**  
**(Services Entities)**

1. Carillion Services Inc.
2. Carillion Services (WOHC) Inc.
3. Carillion Services (ROH) Inc.
4. Carillion EllisDon Services (Sault) Inc.
5. Carillion Services (Sault) Inc.
6. Carillion Services (CAMH) Inc.
7. Carillion Services (FSCC) Inc.
8. Carillion EllisDon Services (NOH) Inc.
9. AP Services General Partner Inc.
10. AP Services Limited Partnership

**Schedule "D"**  
**(Other Carillion Canada Subsidiaries)**

1. 2447586 Ontario Inc.
2. Carillion Investments (Canada) Inc.
3. Carillion Canada (WOHC) Investments Inc.
4. Carillion Canada (WOHC) Inc.
5. Hospital Infrastructure Partners Inc.
6. Carillion Build Finance Inc.
7. Carillion Pacific Construction Inc.
8. Vanbots Capital Corporation
9. TWD Roads Management Inc.
10. Vanbrook Construction Corporation Inc.
11. Vanmed Construction Corporation Inc.

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
CARILLION CANADA HOLDINGS INC., CARILLION CANADA INC., CARILLION  
CANADA FINANCE CORP. AND CARILLION CONSTRUCTION INC.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

Proceeding commenced at Toronto

INITIAL ORDER

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