

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

THE HONOURABLE MR. ) THURSDAY, THE 23<sup>RD</sup>  
JUSTICE HAINEY ) DAY OF MAY, 2019  
)

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., CARILLION CONSTRUCTION INC.,**  
**CARILLION PACIFIC CONSTRUCTION INC., CARILLION**  
**SERVICES INC., CARILLION SERVICES (FSCC) INC.,**  
**BEARHILLS FIRE INC., OUTLAND CAMPS INC.,**  
**OUTLAND RESOURCES INC., ROKSTAD POWER GP INC.,**  
**0891115 BC LTD., GOLDEN EARS PAINTING &**  
**SANDBLASTING LTD., PLOWE POWER SYSTEMS LTD.**  
**AND CARILLION GENERAL PARTNER (B.C.) LIMITED**  
(collectively, the "**Applicants**")

**ORDER RE AMENDED LIEN REGULARIZATION ORDER**

**THIS MOTION**, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, seeking the Order Re: Amended Lien Regularization Order was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Affidavit of Simon Buttery sworn May 16, 2019 (the "**Buttery Affidavit**") and the Eighteenth Report of Ernst & Young Inc., in its capacity as court-appointed monitor of the Applicants (the "**Monitor**") dated May 17, 2019, each filed, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, and counsel for those parties listed on the counsel slip for today's hearing, attached, no one appearing for any other interested person, although properly served as appears from the Affidavit of Service of Caitlin McIntyre sworn May 17, 2019,

*Service*

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

*Amendment of Lien Regularization Order*

2. **THIS COURT ORDERS AND DECLARES** that effective as of the date hereof, the Order of Mr. Justice Hainey dated March 14, 2018, the Lien Regularization Order, be and is hereby amended in the form attached as Schedule "A" hereto.

A handwritten signature in blue ink, reading "Hainey J.", is written over a horizontal line.

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

MAY 23 2019

PER / PAR:

A handwritten signature in blue ink, appearing to be a stylized letter 'G'.

**SCHEDULE "A"**

(see attached)

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

THE HONOURABLE MR ) WEDNESDAY, THE 14<sup>th</sup>  
JUSTICE HAINEY )  
DAY OF MARCH, 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., CARILLION CONSTRUCTION INC., CARILLION PACIFIC  
CONSTRUCTION INC., CARILLION SERVICES INC., CARILLION  
SERVICES (FSCC) INC., BEARHILLS FIRE INC., AND OUTLAND  
CAMPS INC., OUTLAND RESOURCES INC.**  
**(each an "Applicant", and, ROKSTAD POWER GP INC., 0891115 BC  
LTD., GOLDEN EARS PAINTING & SANDBLASTING LTD.,  
PLOWE POWER SYSTEMS LTD. AND CARILLION GENERAL  
PARTNER (B.C.) LIMITED** (collectively, the "Applicants")

**AMENDED LIEN REGULARIZATION ORDER**

**THIS MOTION**, 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 Jon MacCuish, sworn February 19, 2018, and the Second  
Report of the Monitor, filed, and on hearing the submissions of counsel listed on the counsel slip,  
attached, no one else appearing although duly served as evidenced by the Affidavit of Juliene  
Cawthorne-Hwang, sworn March 13, 2018.

**Service**

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

**Defined Terms**

2. **THIS COURT ORDERS** that, for the purposes of this Order, the following definitions shall apply:

- (a) **"Aga Khan Museum Project"** means the Carillion Project located at and immediately adjacent to the Aga Khan Museum, 77 Wynford Dr, North York, Ontario;
- (b) **"Bond"** means a labour & material payment bond and/or a performance bond provided by a Bonding Company in support of a Carillion Project;
- (c) **"Bonded Carillion Project"** means a Carillion Project to which a Bonding Company has provided a Bond for which any of the Applicants are named as Principal;
- (d) **"Bonded Off Lien"** means a lien:

- (i) that attaches to the land and has been the subject of a registered claim for lien and a certificate of action in respect of that lien has been issued, or

- (ii) that does not attach to the land, where a notice of lien has been given;

which lien has been vacated from title upon the posting of security, which security is subject to claims of all Persons having a lien pursuant to applicable Provincial Lien Legislation;

- (e) **"Bonding Company"** or **"Bonding Companies"** means any one of, or collectively, AIG Insurance Company of Canada or Travellers Insurance Company of Canada, as applicable;
- (f) **"Carillion Project"** means a construction project to which the Applicants are a contracting party including, without limitation, the following projects:

<b>Carillion Construction Inc. Projects</b>	<b>Location</b>
Union Station	Toronto, Ontario
TTC Vaughan Station	Vaughan, Ontario
The Aga Khan Museum	Toronto, Ontario
Bremner Transformer Station	Toronto, Ontario
Niagara Regional Police Service Headquarters	Niagara, Ontario
School of Electrical and Mechanical Engineering, CFB Borden	Borden, Ontario
Forensics Services and Coroner's Complex	Toronto, Ontario
St. Joseph's Healthcare Hamilton	Hamilton, Ontario
<b>Carillion Pacific Construction Inc. Projects</b>	<b>Location</b>
Seaforth Armoury	Vancouver, British Columbia

- (g) **"Filing Date"** means January 25, 2018;
- (h) **"Holdback"** means Statutory Holdback and Notice Holdback;
- (i) **"Initial Order"** means the order of Mr. Justice Hailey, dated January 25, 2018 in these proceedings as the same may be amended or amended and restated from time to time;

- (j) **"Intercompany Advance"** has the meaning ascribed to that term in paragraph 13 of the Initial Order;
- (k) **"Lien Bond"** means a bond or other security posted in respect of a Bonded Off Lien;
- (l) **"Lien Claim"** mean the rights of any Person who supplied services and/or materials to a Carillion Project;
- (m) **"Notice Holdback"** means any further amounts beyond the Statutory Holdback required to be, or in fact, withheld from one of the Applicants as a payee by a payor as a result of notice by any Person claiming a lien pursuant to Provincial Lien Legislation;
- (n) **"Owner"** means a person or entity who is the legal owner of a Carillion Project;
- (o) **"Project Charges Order"** means the project charges order issued by the Court in these proceedings, of even date herewith.
- (p) **"Provincial Lien Legislation"** means the *Construction Lien Act*, RSO 1990, c. C.30, *Builders' Lien Act*, RSA 2000, c B-7, *Builders' Liens Act*, CCSM c B91, the *Builders' Lien Act*, SS 1984-85-86, c B-7.1, *Builders Lien Act*, SBC 1997, c 45 and any similar provincial lien legislation applicable to the Carillion Projects in any Canadian province. Unless the context requires otherwise, in this Order, use of the term "Provincial Lien Legislation" refers to the Provincial Lien Legislation governing in the province in which the applicable Carillion Project is situate;
- (q) **"Roads Project"** means any roadwork project of Carillion Canada Inc. in Alberta or Ontario;

- (r) "Second Amended Claims Procedure Order" means that Order of Mr. Justice Haine, dated July 6, 2018 in these proceedings, as the same may be amended or amended and restated from time to time:
- (s) (r) "Statutory Holdback" means the 10%, or the other applicable percentage required by each Provincial Lien Legislation, of the value of services or materials supplied under a contract or subcontract required to be withheld by a payor from one of the Applicants as a payee; and
- (t) (s) "Union Station Project" means the Carillion Project located at and immediately adjacent to the Toronto Union Station, 65 Front Street West, Toronto, Ontario.

3. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms shall have the meaning given to them in the Initial Order ~~granted by this Court on January 25, 2018 (as amended, the "Initial Order")~~.

*Amendment to the Initial Order*

4. **THIS COURT ORDERS** that paragraph 18(e) of the Initial Order is hereby repealed and deleted from the Initial Order, effective as of the date of this Order.

*Stay of Lien Claims*

5. **THIS COURT ORDERS** that no Person shall be permitted to serve lien claims, or to preserve or perfect a lien under Provincial Lien Legislation with respect to any Carillion Project and that any Lien Claim in respect of a Carillion Project be and hereby is stayed and any Person seeking to serve or enforce such a claim shall be required to seek the rights and remedies set out in this Order. However, for greater certainty, the Applicants shall be entitled to preserve and



perfect their rights, including the commencement of legal proceedings, under Provincial Lien Legislation in favour of the Applicants or any one of the Carillion Canada Entities.

***Excluded Projects***

6. **THIS COURT ORDERS** that all actions, including lien, breach of trust, and labour and material payment bond, in respect of or related to:

- (a) the Union Station Project shall be managed in accordance with the ~~Orders of Justice Morgan and Master Albert, subject to further~~ Second Amended Claims Procedure Order of this Court;
- (b) the Aga Khan Museum Project shall be unaffected by this Lien Regularization Order; and
- (c) the Roads Projects shall be unaffected by this Lien Regularization Order;

*provided however* that nothing in this Order restricts, limits or derogates from the stay of proceeding set out in paragraphs 17, 18, 19 and 20 of the Initial Order, including in respect of the Union Station Project, the Aga Khan Museum Project, and the Roads Projects.

7. **THIS COURT ORDERS** that paragraphs 5 and 8 to 26 of this Order shall not apply to the Union Station Project, the Aga Khan Museum Project, or any Roads Project.

***Other Carillion Projects***

8. **THIS COURT ORDERS** that any Lien Claim preserved by any Person in respect of a Carillion Project (a "**Preserved Lien Claimant**"), which is not a Bonded Off Lien as of the date of this Order, be and is hereby vacated on terms that any Person having such a Lien Claim shall be deemed to have provided the Lien Notice referred to in paragraph 14 herein on the date of preservation of such Lien Claim, and shall be entitled to the Lien Charge referred to in paragraph

15 herein, *provided that* the vacating of preserved liens pursuant to this paragraph shall not be deemed to cure any default triggered by the filing of a lien under any contract with any Owner.

9. **THIS COURT ORDERS** that upon the registration in the applicable land registry office of a certified copy of this Order in the manner prescribed by the applicable land registry office, the applicable land registrar is hereby directed to specifically vacate a Lien Claim as provided for in paragraph 8 herein.

10. **THIS COURT ORDERS** that any Person having a Bonded Off Lien as of the date of this Order shall be deemed to have provided the Lien Notice referred to in paragraph 14 herein on the date of registration of such Lien Claim, and shall also be entitled to the Lien Charge referred to in paragraph 15 herein.

11. **THIS COURT ORDERS** that any requirements for any Lien Claims to be perfected or set down for trial pursuant to the Provincial Lien Legislation are hereby deemed to have been complied with.

12. **THIS COURT ORDERS** that any trial dates that are currently set between the date of this Order and September 30, 2018, or such later date as may be subsequently ordered by this Court, with respect to any Lien Claim action by any Person in respect of a Carillion Project be and are hereby vacated. For greater certainty, this paragraph shall not affect any dates for pre-trial conferences or trial management conferences in respect of the Union Station Project.

13. **THIS COURT ORDERS** that any requests for information to the Applicants or other interested parties pursuant to Provincial Lien Legislation, including any outstanding requests (the "**Information Requests**"), are hereby stayed pursuant to the terms of this Order. However, the Monitor, in consultation with the Applicants, or as directed by this Court, may provide any information in respect of an Information Request, or other request for information, as the Monitor deems appropriate.

***Treatment of Lien Claims***

14. **THIS COURT ORDERS** that unless deemed to have delivered a Lien Notice in accordance with this Order, any Person who wishes to assert a Lien Claim after the Filing Date in respect of a Carillion Project (the "**Asserting Lien Claimant**"), whether in respect of materials and/or services supplied before or after the Filing Date shall deliver by email a notice in the form attached as **Schedule "A"** hereto (the "**Lien Notice**"), to the Monitor's attention (collectively, the "**Lien Notice Parties**"): Donna Hatfull (carillioncanada@ca.ey.com), with a copy to the Monitor's counsel c/o ~~Asim Iqbal~~ Mitchell Grossell (carillionliennotice@tgf.ca), and with a copy to the Applicants c/o Chris Burr (chris.burr@blakes.com), within the time frames prescribed by the applicable Provincial Lien Legislation in order to preserve and perfect their Lien Claim for that Carillion Project. With respect to a Bonded Carillion Project, in addition to delivering the Lien Notice to the Lien Notice Parties, an Asserting Lien Claimant shall deliver by email a copy of the Lien Notice to counsel to the applicable Bonding Company c/o Alex MacFarlane (amacfarlane@blg.com). For the purposes of this Order, any Preserved Lien Claimant shall be deemed to be an Asserting Lien Claimant that has delivered a Lien Notice in accordance with this paragraph.

15. **THIS COURT ORDERS** that the Asserting Lien Claimant, upon delivering or being deemed to have delivered a Lien Notice in accordance with this Order, be and is hereby granted a charge (the "**Lien Charge**") against the applicable Applicant's property equivalent to, and only to the extent of, any security granted under Provincial Lien Legislation. Without limiting the generality of and subject to the foregoing, a Lien Charge shall attach to the following: (i) any property of the applicable Applicant that, pursuant to Provincial Lien Legislation, would be subject to a charge securing the underlying Lien Claim secured by such Lien Charge; (ii) property of any Owners of the real property pertaining to the Carillion Project in question that, pursuant to Provincial Lien Legislation, would be subject to a charge securing the underlying Lien Claim

secured by such Lien Charge (if any); (iii) any Holdback in the hands of a payor of the Applicant against which the Asserting Lien Claimant's Lien Claim described in the Lien Notice would otherwise have a charge pursuant to Provincial Lien Legislation; and (iv) any rights (if any) under an applicable Lien Bond, without prejudice to the right of the Bonding Company who has posted such Lien Bond to seek by court order the release of such Lien Bond and any other related relief to which they may be entitled, *provided however* that no Lien Charge shall attach to or charge any Segregated Funds (as defined in paragraph 7 of the Initial Order). For greater certainty, a Lien Charge shall not attach to any property of any Applicant or other Person, or attach to any rights in a Lien Bond, unless such property or Lien Bond would otherwise have been charged with or subject to the lien underlying such Lien Charge pursuant to Provincial Lien Legislation.

16. **THIS COURT ORDERS** that each Applicant, with the assistance and oversight of the Monitor, shall deposit all funds received by such Applicant on account of a Carillion Project into separate bank accounts designated to each Carillion Project (each, a "**Carillion Project Account**"), and shall keep written records respecting the funds, detailing the amounts that are received into and paid out of the funds, and any transfers made for the purposes of any Carillion Project and shall maintain such records on a project-by-project basis, such that all funds received on account of a Carillion Project are traceable to such Carillion Project, and the depositing of funds into any such segregated bank account or accounts in accordance with this paragraph shall not constitute a breach of trust.

17. **THIS COURT ORDERS** that any funds received by an Applicant on account of a Carillion Project may only be paid in satisfaction of fees, costs and expenses arising in connection with such Carillion Project, including claims of subcontractors and suppliers, to repay Intercompany Advances or other project-specific financing advanced in respect of such Carillion Project or otherwise provided for in the Project Charges Order.

18. **THIS COURT ORDERS** that a Lien Charge shall (i) with respect to other Lien Charges arising pursuant to paragraph 15 of this Order in respect of the Carillion Project to which the Lien Charge relates, have a priority equal to the priority granted under applicable Provincial Lien Legislation, (ii) rank subordinate to the Project Charges (as defined in the Project Charges Order) attaching to the same Carillion Project as the applicable Lien Charge, (iii) rank in priority to the Administration Charge, the Directors' Charge, the Intercompany Charge (as each term is defined in the Initial Order), the KERP Charge (as defined in the KERP Order granted in these proceedings on February 23, 2018), and (iv) have such priority with respect to other creditors of the Applicants as is accorded to Lien Claims under the federal and provincial laws of the applicable jurisdiction.

19. **THIS COURT ORDERS** that Lien Charges created by this Order shall not be rendered invalid or unenforceable, and the rights and remedies of the Asserting Lien Claimants entitled to the benefit of a Lien Charge shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**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 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 any Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (i) the creation of the Lien Charge, shall neither create nor be deemed to constitute a breach by any Applicant of any Agreement to which it is a party;
- (ii) the payments made by any Applicant, or any other Person or entity, pursuant to this Order, and the granting of the Lien Charge, does not and will not constitute

preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law; and

- (iii) the Lien Charge shall be enforceable in any bankruptcy proceedings of any Applicant with the same priority as set out in paragraph 18 herein as against the property secured by the Lien Charge, including any Holdback.

***Treatment of Holdback Funds***

20. **THIS COURT ORDERS** that any Person who is in possession of Holdback funds be and hereby is restrained from paying, setting-off, or encroaching upon such Holdback funds until the day after the last day upon which a claim for lien can be registered/delivered for the relevant contract pursuant to Provincial Lien Legislation, at which time or such other time as may be agreed to by the Monitor, such Person shall, subject only to any present or future right of set-off claimed against the Holdback funds, pay the Holdback funds to the Monitor, to be held in trust, in project-specific segregated accounts, irrespective of whether any Lien Claims or Lien Notices have been made, delivered, preserved or perfected or written notice of any Lien Claim or Lien Notice has been received, *provided that* any exercise of such set-off or claim to exercise future set-off shall be subject to: (i) Provincial Lien Legislation, (ii) the consent of the Monitor and Applicants, who shall consult with the Person(s) who delivered Lien Notices for the applicable Carillion Project, or (iii) or further order of the Court, on notice to the Monitor, the Applicants, the applicable Bonding Company (only with respect to a Bonded Carillion Project), and the Person(s) who delivered Lien Notices on the applicable Carillion Project, and in the case of (i) or (ii), any of the foregoing parties shall be entitled to challenge such set-off, on motion to the Court (whether or not the Monitor consents to such set-off). Upon payment of the Holdback funds to the Monitor pursuant to this paragraph 20, the Person who was in possession of such Holdback funds shall be deemed to have been in the same position as if (i) no written notices of lien had been received, no Lien

Claims had been made, asserted, delivered, preserved, or perfected, and (ii) no Lien Notice had been received, and such Person shall have no further liability for such Holdback funds to any Person. For greater certainty, *provided that* Holdback funds have been paid to the Monitor, any Person who is in possession of Holdback funds, and who receives a written notice of lien, Lien Notice or other notice of a Lien Claim, shall not be required to retain Notice Holdback with regard to that written notice of lien, Lien Notice or other notice of a Lien Claim.

21. **THIS COURT ORDERS** that any general contractor, Owner, and/or payor of any level above the level of the Applicants in connection with a Carillion Project shall have no liability whatsoever, whether pursuant to Provincial Lien Legislation, any other law, equity, or otherwise, save and except for any gross negligence or wilful misconduct on its part, to any Person (including any subcontractor of any level to the Applicants, any other supplier of any level to the Applicants, or creditor of the Applicants) in connection with amounts paid to the Monitor on or after the Filing Date pursuant to the terms of this Order in respect of a Carillion Project.

22. **THIS COURT ORDERS** that, for greater certainty, and subject to paragraph 21 of this Order and the terms of the Initial Order, nothing in this Order shall affect the rights of any Person under Provincial Lien Legislation with respect to any rights pursuant to any Bond, posted in favour of any such Person named in the applicable Bond, except any such claims against any of the Applicants (other than the delivery of notice of claims against the Applicants in accordance with notice provisions in any Bond) shall require consent of the Monitor or leave of this Court to be commenced or continued.

23. **THIS COURT ORDERS** that with respect to a Bonded Off Lien, nothing in this Order affects any rights under or recourse of any Person under Provincial Lien Legislation to any Lien Bond, or any other security posted with respect to such Bonded Off Lien (without prejudice to the right of any Bonding Company to seek the release of the Lien Bond or any other security posted with respect to any Bonded Off Lien and any other related relief to which they may be entitled),

*provided however* that nothing in this Order restricts, limits or derogates from the stay of proceeding in favour of the Applicants set out in paragraphs 17, 18, 19 and 20 of the Initial Order.

24. **THIS COURT ORDERS** that the Monitor shall serve a copy of this Order on any Person known to the Monitor who is or may be in possession of a Holdback fund.

25. **THIS COURT ORDERS** that the Monitor may, at a time deemed by the Monitor to be appropriate after consulting with the Applicants, and shall, upon further order of this Court made on a motion brought on at least 7 days' notice to the Monitor and the Applicants, bring a motion on notice to the service list seeking the approval of a process for reviewing, determining or challenging the (i) validity or timeliness of a Lien Notice; (ii) validity or quantum of the amounts set out in the Lien Notice; (iii) Asserting Lien Claimants' entitlement to a Lien Charge under this Order; and (iv) the attachment or priority of a Lien Charge under this Order.

26. **THIS COURT ORDERS** that the Monitor may, if necessary and at a time deemed by the Monitor to be appropriate after consulting with the Applicants and the Bonding Companies, and shall, upon further order of this Court made on a motion brought on at least 7 days' notice to the Monitor, the Applicants and the Bonding Companies, bring a motion on notice to the Service List seeking the approval of a dispute resolution process among the Applicant and any general contractor, owner, and/or payor of any level above the level of the Applicants in connection with a Carillion Project.

***General***

27. **THIS COURT ORDERS** that in discharging its obligations under this Order, the Monitor (i) shall have all of the protections given to it by the CCAA, this Order and any other orders of the Court in these CCAA Proceedings; (ii) shall incur no liability or obligation as a result of carrying out matters or any act or omission in connection with this Order; (iii) shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants, all



without independent investigation; (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information; and (v) may seek such assistance as may be required to carry out matters in connection with this Order from the Applicants or any of their subsidiaries.

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

29. **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.

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**Schedule "A"**

**Form of Lien Notice to Monitor**

Name of Lien Claimant: .....

Address for Service: .....

Name of Owner: .....

Name of person to whom lien claimant supplied services or materials: .....

.....

Address:.....

Time within which services or materials were supplied:

from: ..... to .....

(date supply commenced) (date of most recent supply)

Short description of services or materials that have been supplied:

.....

Contract price or subcontract price: \$.....

Amount claimed as owing in respect of services or materials that been supplied:

\$.....

(Use **A** where the lien attached to the premises; use **B** where the lien does not attached to the premises).

**A.** The lien claimant (if claimant is personal representative or assignee this must be stated) claims a lien against the interest of every person identified above as an owner of the premises described in Schedule A to this claim for lien.

**B.** The lien claimant (if claimant is personal representative or assignee this must be stated) claims a charge against the holdbacks required to be retained under either the *Construction Lien Act*, RSO 1990, c. C.30, *Builders' Lien Act*, RSA 2000, c B-7, *Builders' Liens Act*, CCSM c B91, the *Builders' Lien Act*, SS 1984-85-86, c B-7.1, *Builders Lien Act*, SBC 1997, c 45 and any similar provincial lien legislation applicable in any Canadian province and any additional amount owed by a payor to the contactor or to any subcontractor whose contract or subcontract was in whole or in part performed by the services or materials that have been supplied by the lien claimant in relation to the premises at:

.....

(address or other identification of the location of the premises

Date: \_\_\_\_\_

Per: \_\_\_\_\_

(signature of claimant or agent)

I have authority to bind the corporation

SCHEDULE A TO NOTICE TO MONITOR

To the claim for lien of

.....

Description of premises:

(Where the lien attaches to the premises, provide a description of the premises for registration under the *Land Titles Act* or the *Registry Act*, as the case may be).

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

Court File No. CV-18-590812

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. et. al.**

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

Proceeding commenced at Toronto

**AMENDED LIEN REGULARIZATION ORDER**

**BLAKE, CASSELS & GRAYDON LLP**

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Lawyers for the Applicants



9:58

COUNSEL - SLIP

COURT FILE NO. CN-18-00590812-00CL

DATE: May 23<sup>rd</sup>, 2019

No. ON LIST 4

TITLE OF PROCEEDING

Carillon Canada Holdings Inc et al  
-v-  
Gilbert Steel Ltd.

COUNSEL FOR:  
Plaintiff (s)  
Applicant (s)  
Petitioner (s)

CHRIS BURR for the  
Blake, Cassels, & Gordon Applicants.

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COUNSEL FOR:  
Defendant (s)  
Respondent (s)

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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 CARILLION CANADA HOLDINGS INC., CARILLION CANADA INC., CARILLION CANADA FINANCE CORP., CARILLION CONSTRUCTION INC., CARILLION PACIFIC CONSTRUCTION INC., CARILLION SERVICES INC., CARILLION SERVICES (FSCC) INC., BEARHILLS FIRE INC., OUTLAND CAMPS INC., OUTLAND RESOURCES INC., ROKSTAD POWER GP INC., 0891115 BC LTD., GOLDEN EARS PAINTING & SANDBLASTING LTD., PLOWE POWER SYSTEMS LTD., AND CARILLION GENERAL PARTNER (B.C.) LIMITED

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
Proceeding commenced at Toronto

**ORDER RE AMENDED LIEN  
REGULARIZATION ORDER**

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