



Court File No. CV-18-590812-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE CHIEF
JUSTICE MORAWETZ

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MONDAY, THE 28TH
DAY OF NOVEMBER, 2022

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

Applicants

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF*
JUSTICE ACT AND THE RECEIVERSHIP OF **491313 B.C.**
LTD., CARILLION INVESTMENTS (CANADA) INC.,
2447586 ONTARIO INC., TWD ROADS MANAGEMENT
INC., VANBOTS CAPITAL CORPORATION AND
CARILLION CANADA (WOHC) INC.

Debtors

D&O Claims Process Order

THIS MOTION, made by Ernst & Young Inc., in its capacity as Court-appointed Monitor of the Applicants (in such capacity, the “**Monitor**”), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an order, among other things, establishing a process to resolve or determine the Proofs of Claims filed against the

directors and officers of the Applicants in accordance with the Second Amended Claims Procedure Order dated July 6, 2018 (the “**Claims Procedure Order**”), was heard this day via Zoom video conference in accordance with the Guidelines to Determine Mode of Proceeding in Civil.

ON READING the Motion Record of the Monitor dated October 18, 2022 (the “**Motion Record**”), including the Thirty-Ninth Report of the Monitor dated October 18, 2022 (the “**Thirty-Ninth Report**”), and such further materials as counsel may advise, and on hearing submissions for counsel to the Monitor and counsel to those parties listed on the counsel list for today’s hearing, and no one else appearing for any other interested person, although duly served as evidenced by the Affidavit of Service of Khadija Waqqas sworn October 19, 2022, and the Affidavit of Service of Khadija Waqqas sworn October 21, 2022.

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.

DEFINITIONS

2. **THIS COURT ORDERS** that capitalized terms used in this Order shall have the following meanings:
 - (a) **Applicants** Collectively, 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 B.C. Ltd., Golden Ears Painting & Sandblasting Ltd., Plowe Power Systems Ltd. and Carillion General Partner (B.C.) Limited, including RPC Limited Partnership (“**RPC LP**”), an entity that is granted the full benefit of the protections provided to the Applicants under the Initial Order.
 - (b) **Business Day** A day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario.
 - (c) **CCAA** The *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

- (d) **CCAA Proceedings** The proceedings commenced by the Applicants in the Court under Court File No. CV-18-590812-00CL.
- (e) **Claims** Any right or claim of any Person that may be asserted or made in whole or in part, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof (as previously agreed to between such Person and the debtor), 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 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 whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any 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, which indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof.
- (f) **Claims Procedure Order** The Second Amended Claims Procedure Order dated July 6, 2018, as may be further amended or amended and restated from time to time.
- (g) **Court** The Ontario Superior Court of Justice (Commercial List).
- (h) **D&O Claimant** Any Person asserting a D&O Claim, including the transferee or assignee of a D&O Claim, transferred and recognized in accordance with the Claims Procedure Order, or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person.
- (i) **D&O Claims** Claims filed against the Directors and/or Officers pursuant to the Claims Procedure Order that relate to or arise out of or in connection with: (i) the assets, obligations, business or affairs of the Applicants, or (ii) the CCAA Proceedings or any matter or transaction involving any of the Applicants occurring in or in connection with the CCAA Proceedings, including Claims related to breach of trust under Provincial Lien Legislation, or otherwise.

- (j) **D&O Claims Bar Date** 5:00 p.m. Eastern Time on August 20, 2018.
- (k) **D&O Claims Mediator** Has the meaning ascribed to it in paragraph 21(a) of this Order.
- (l) **D&O Claims Officer** The Honourable J. Douglas Cunningham.
- (m) **D&O Excess Insurers** Collectively, (i) XL Insurance Company SE, (ii) QBE Insurance (Europe) Limited, (iii) AIG Europe Limited, and (iv) Royal & Sun Alliance plc.
- (n) **D&O Insurers** Together, the D&O Primary Insurer and the D&O Excess Insurers.
- (o) **D&O Mediation Process** The mediation process set forth in paragraphs 21 to 24 of this Order in respect of any disputed D&O Claims.
- (p) **D&O Policies** Collectively: (i) All Risk Cover Policy Number 30UKC06712, (ii) Willis First Excess Directors and Officers Liability and Company Reimbursement Policy Number GB00019164DO17A, (iii) Willis Second Excess Directors and Officers Liability and Company Reimbursement Policy Number 015150/01/2017/0039, and (iv) Willis Third Excess Directors and Officers Liability and Company Reimbursement Policy Number 33025998 / DR28598A.
- (q) **D&O Primary Insurer** Chubb European Group Limited.
- (r) **D&O Proof of Claim** The proof of claim completed and filed by a Person setting forth a D&O Claim and including all supporting documentation in respect of such D&O Claim.
- (s) **D&Os** Together, the Directors and Officers.
- (t) **Directors** Any former director of any of the Applicants or any Person of similar position or any other Person who by applicable law is deemed to be or is treated similarly to a director of any of the Applicants
- (u) **Dispute Notice** A written notice substantially in the form attached hereto as Schedule "B" that is delivered to the Monitor by a Person who intends to dispute a Notice of Revision or Disallowance delivered to such Person.
- (v) **Dispute Package** With respect to any D&O Claim, a copy of the Proof of Claim, Notice of Revision or Disallowance, Dispute Notice, and any other

relevant information sent or received by the Monitor in accordance with the D&O Mediation Process set out in this Order.

(w) **Filing Date**

In respect of:

- i. Carillion Canada Holdings Inc., Carillion Canada Inc., Carillion Canada Finance Inc. and Carillion Construction Inc., January 25, 2018;
- ii. in respect of Carillion Pacific Construction Inc., March 1, 2018;
- iii. Carillion Services Inc., Carillion Services (FSCC) Inc., Bearhills Fire Inc., Outland Camps Inc. and Outland Resources Inc., March 14, 2018, and
- iv. Rokstad Power GP Inc., 0891115 BC Ltd., Golden Ears Painting & Sandblasting Ltd., Plowe Power Systems Ltd. Carillion General Partner (B.C.) Limited and RPC LP, June 13, 2018,

or the respective date upon which any other entity becomes an Applicant under the CCAA Proceedings pursuant to an Order of the Court.

(x) **Initial Order**

The Initial Order of the Honourable Mr. Justice Hainey granted on January 25, 2018, in the CCAA Proceedings, as further amended, restated or varied from time to time.

(y) **Interim
Distribution Order**

The Order granted on August 4, 2021, in the CCAA Proceedings.

(z) **Mediation
Conference**

Has the meaning ascribed to it in paragraph 21(c) of this Order.

(aa) **Mediation Parties**

Has the meaning ascribed to it in paragraph 21(c) of this Order.

(bb) **Mediation Period**

Has the meaning ascribed to it in paragraph 23 of this Order.

(cc) **Monitor**

Ernst & Young Inc., solely in its capacity as Court-appointed Monitor of the Applicants and not in its personal or corporate capacity.

(dd) **Monitor's Website**

www.ey.com/ca/carillioncanada

(ee) **Notice of Revision
or Disallowance**

A notice substantially in the form attached hereto as Schedule "A" from the Monitor advising a Person that all or part of such

Person's D&O Claim as set out in such Person's D&O Proof of Claim has been revised or disallowed.

- (ff) **Officers** Any former officer of any of the Applicants or any Person of similar position or any other Person who by applicable law is deemed to be or is treated similarly to an officer of any of the Applicants.
- (gg) **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 authority or any agency, regulatory body, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity.
- (hh) **Protocol** Has the meaning ascribed to it in paragraph 21(e) of this Order.
- (ii) **Proven D&O Claim** The amount and status of a D&O Claim of a D&O Claimant as finally determined in accordance with this Order.
- (jj) **Provincial Lien Legislation** 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 any of the Applicants in any Canadian province.
- (kk) **Service List** The service list in the CCAA Proceedings posted on the Monitor's Website, as amended from time to time.
- (ll) **Stay Extension and Interim Distribution Order** The Order granted on April 14, 2022, in the CCAA Proceedings.

INTERPRETATION

- 3. **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.
- 4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes any other gender.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the Monitor, in consultation with the D&Os and the D&O Insurers, is hereby authorized to use its reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where it is satisfied that a D&O Claim has been adequately proven, waive strict compliance with the requirements of this Order as to the completion and execution of such forms or request any further documentation from a Person that the Monitor, in consultation with the D&Os and the D&O Insurers, may require in order to enable the Monitor and the D&Os to determine the validity and/or status of a D&O Claim.
7. **THIS COURT ORDERS** that the form and substance of each of the Notice of Revision or Disallowance and the Dispute Notice, substantially in the forms attached hereto as Schedules “A”, and “B” to this Order, are hereby approved. Notwithstanding the foregoing, the Monitor may make changes to such forms as the Monitor considers necessary or advisable.
8. **THIS COURT ORDERS** that, save and except as provided for herein, this Order does not otherwise amend, replace, supplement, change, modify, or derogate from the Claims Procedure Order, Interim Distribution Order, and the Stay Extension and Interim Distribution Order. For greater certainty, this Order does not apply to any Claim other than the D&O Claims.

MONITOR'S ROLE

9. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall take all actions and fulfill any other roles as are authorized by this Order or are incidental thereto, including the determination of D&O Claims, the D&O Mediation Process, and the referral of any disputed D&O Claim to the D&O Claims Officer or the Court, in each case in consultation with the D&Os and the D&O Insurers.

10. **THIS COURT ORDERS** that: (a) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA, the Initial Order, this Order, and as an officer of the Court, (b) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, except for claims based on gross negligence or wilful misconduct, (c) the Monitor shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants or the D&Os, all without independent investigation, and (d) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any D&O Claimant, except for claims based on gross negligence or wilful misconduct.

CONFIRMATION OF D&O CLAIMS BAR DATE

11. **THIS COURT ORDERS** that no Person may file a D&O Proof of Claim with the Monitor or revise a D&O Proof of Claim already filed with the Monitor if such Person did not do so prior to the date of the Interim Distribution Order.
12. **THIS COURT ORDERS** that any Person who has not filed a D&O Proof of Claim as provided for in the Claims Procedure Order such that the D&O Proof of Claim was received by the Monitor on or before the date of the Interim Distribution Order: (a) shall be and is hereby forever barred from making or enforcing any such D&O Claim against the D&Os or the D&O Insurers (if applicable), and all such D&O Claims shall be forever extinguished, and (b) such Person shall not be entitled to any further notice of, and shall not be entitled to participate as a D&O Claimant or creditor in, the CCAA Proceedings in respect of any D&O Claim.

REVIEW OF D&O CLAIMS

13. **THIS COURT ORDERS** that, subject to the terms of this Order, the D&Os and the Applicants shall review all D&O Proofs of Claim filed, in consultation with the Monitor and the D&O Insurers, and at any time may, through the Monitor:
- (a) request additional information from a D&O Claimant, including particularization of the factual or legal basis in respect of the D&O Claim;

- (b) request that a D&O Claimant file a revised D&O Proof of Claim, as applicable;
 - (c) respond to any reasonable information requests from a D&O Claimant;
 - (d) attempt to narrow, resolve and settle any issue arising or D&O Claim made in a D&O Proof of Claim, including the identification of the legal and factual issues in respect of such D&O Claim and providing reasons for disagreement with any legal and factual issues;
 - (e) accept (in whole or in part), the amount and/or status of any D&O Claim and notify the D&O Claimant in writing; and
 - (f) by notice in writing, revise or disallow (in whole or in part), the amount and/or status of any D&O Claim pursuant to paragraph 15 of this Order.
14. **THIS COURT ORDERS** that where a D&O Claim has been accepted by the D&Os and the Applicants, in consultation with the D&O Insurers, and in accordance with this Order, such D&O Claim shall constitute a Proven Claim against the D&Os and shall be binding on the D&Os and the D&O Insurers, but solely in respect of the quantum of such D&O Claim and the liability of the D&Os. The acceptance of any D&O Claim or other determination of same in accordance with this Order, in whole or in part, shall not constitute an admission of any fact, thing, liability, or quantum or status of any D&O Claim by any Person, save and except in the context of determining the D&O Claims.
15. **THIS COURT ORDERS** that where a D&O Claim is revised or disallowed pursuant to paragraph 13(f) of this Order, the Monitor shall deliver to the D&O Claimant a Notice of Revision or Disallowance, attaching the form of Dispute Notice.
16. **THIS COURT ORDERS** that where a D&O Claim has been revised or disallowed pursuant to paragraph 13(f) of this Order, the revised or disallowed D&O Claim (or revised or disallowed portion thereof) shall not be a Proven Claim until determined otherwise in accordance with the process set out in this Order or as otherwise ordered by the Court.

CLAIMS DISPUTE NOTICE

17. **THIS COURT ORDERS** that a D&O Claimant who intends to dispute a Notice of Revision or Disallowance shall deliver a Dispute Notice to the Monitor, with a copy to the D&Os and the Applicants, so that it is received by the Monitor no later than fourteen (14) calendar days after such D&O Claimant is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 27 of this Order, or such longer period as may be agreed to in writing by the Monitor, in its reasonable discretion. The D&Os shall provide a copy of the Dispute Notice to the D&O Insurers. The Dispute Notice shall respond to the analysis set out in the Notice of Revision or Disallowance with sufficient particularity in respect of the legal and factual reasons why the D&O Claimant disagrees with the analysis set out in the Notice of Revision or Disallowance.
18. **THIS COURT ORDERS** that the receipt of a Dispute Notice by the Monitor within the fourteen (14) calendar day period specified in this paragraph shall constitute an application by the D&O Claimant to have the amount and/or status of such D&O Claim referred to the D&O Mediation Process.
19. **THIS COURT ORDERS** that where a D&O Claimant fails to deliver a Dispute Notice in accordance with paragraph 17 of this Order, the amount and status of such D&O Claimant's D&O Claim shall be deemed to be as set out in the Notice of Revision or Disallowance. Such amount and status, if any, shall constitute such D&O Claimant's Proven Claim, and the balance of such D&O Claimant's D&O Claim, if any, shall be forever barred and extinguished. For greater certainty, this provision is binding on the D&Os and the D&O Insurers, but solely in respect of the quantum of such D&O Claim and the liability of the D&O.

RESOLUTION OF CLAIMS AND THE D&O MEDIATION PROCESS

20. **THIS COURT ORDERS** that when a Dispute Notice is received by the Monitor in accordance with this Order, the D&Os, with the consent of the Applicants and in consultation with the D&O Insurers, shall attempt to resolve and settle the D&O Claim with the D&O Claimant within the D&O Mediation Process.

21. **THIS COURT ORDERS** that:

- (a) within 10 (ten) Business Days of the Monitor and the D&Os receiving the Dispute Notice or such later date as the Monitor may determine in its reasonable discretion, the D&O Claimant and the D&Os, in consultation with the Monitor and the D&O Insurers, shall agree on a mediator (the “**D&O Claims Mediator**”). If such agreement is not possible, the Monitor is authorized to bring a motion to seek an order of the Court appointing a D&O Claims Mediator in respect of one or more D&O Claims;
- (b) upon the engagement of the D&O Claims Mediator, the Monitor shall immediately provide the D&O Claims Mediator with a copy of the Dispute Package;
- (c) as soon as reasonably practicable, the D&O Claims Mediator shall schedule a conference (the “**Mediation Conference**”) among the disputing D&O Claimant, the D&Os and the Monitor (collectively, the “**Mediation Parties**”), together with the D&O Insurers. The Mediation Conference shall be used to, among other things:
 - (i) provide an overview of the disputed D&O Claim to the D&O Claims Mediator,
 - (ii) discuss the procedures in respect of the D&O Mediation Process, including the timing for delivery of mediation briefs and one or more scheduled mediation dates, and
 - (iii) discuss and narrow issues to serve as a starting point for negotiations under the D&O Mediation Process;
- (d) the D&O Claims Mediator may adopt any additional processes, procedures, and timelines that are appropriate to facilitate an effective and efficient negotiation of the disputed D&O Claim;
- (e) the Mediation Confidentiality Protocol (the “**Protocol**”) attached hereto as Schedule “C” is hereby approved and that the entirety of the D&O Mediation Process or anything reasonably incidental to the D&O Mediation Process shall be subject to the Protocol; and
- (f) each of the Mediation Parties may request additional information that is relevant and material to the disputed D&O Claim. If any of the Mediation Parties disputes

whether the requested information is relevant and material, the Mediation Parties will refer the issue to the D&O Claims Mediator.

22. **THIS COURT ORDERS** that the disputing D&O Claimant and the Applicants shall pay equally the reasonable professional fees and disbursements of the D&O Claims Mediator on presentation and acceptance of invoices from time to time. The D&O Claims Mediator shall be entitled to a reasonable retainer against his or her fees and disbursements, which shall be paid in accordance with this provision, with the consent of the Monitor. This paragraph shall be without prejudice to any rights that the Applicants or the D&Os may have in respect of the costs incurred during the D&O Mediation Process.
23. **THIS COURT ORDERS** that the D&O Mediation Process shall last for a period of up to three (3) months from the date of the Mediation Conference (the “**Mediation Period**”).
24. **THIS COURT ORDERS** that if a disputed D&O Claim is not settled by the end of the Mediation Period, the Monitor shall bring a motion, in consultation with the applicable D&O Claimant, the D&Os and the D&O Insurers, seeking an Order providing for a process to adjudicate and determine the disputed D&O Claim.

NON-DEROGATION OF THE CLAIMS PROCEDURE ORDER

25. **THIS COURT ORDERS** that nothing in this Order derogates from the process to determine claims against the Applicants as set out in the Second Amended Claims Procedure Order dated May 23, 2019.

DIRECTIONS

26. **THIS COURT ORDERS** that the Monitor, the D&Os, the D&O Insurers, any D&O Claimant, and any other Person with a material interest in the CCAA Proceedings may, at any time, and with such notice as the Court may require, seek directions from the Court with respect to this Order and the claims procedure set out herein, including the forms attached as Schedules hereto.

SERVICE AND NOTICE

27. **THIS COURT ORDERS** that the Monitor may, unless otherwise specified by this Order, serve and deliver any letters, notices or other documents to D&O Claimants, or other interested Persons, by forwarding true copies thereof by courier, personal delivery or electronic or digital transmission to such Persons (with copies to their counsel as appears on the Service List, if applicable) at the address as last shown in the books and records of the Applicants or as set out in such D&O Claimants' D&O Proof of Claim. Any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to have been received: (a) if sent by courier or personal delivery, on the next Business Day following dispatch; and (b) if delivered by electronic or digital 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.
28. **THIS COURT ORDERS** that any notice or other communication (including Dispute Notices) to be given under this Order by any Person to the Monitor or the D&Os shall be in writing substantially in the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or electronic or digital transmission addressed to:

Ernst & Young Inc.,
Court-Appointed Monitor of Carillion Canada Inc. et. al.
Ernst & Young Tower
100 Adelaide Street West, P.O. Box 1
Toronto, Ontario M5H 0B3

Attn: Ms. Donna Hatfull
Telephone: 1-855-941-1768
Email: carillioncanada@ca.ey.com
Fax: (416)-943-2804

With copies to:
Thornton Grout Finnigan LLP
Counsel to the Monitor
100 Wellington Street West
Toronto, Ontario M5K 1K7

Attn: Mr. Mitch Grossell

Telephone: 1-416-315-2864
Email: mgrossell@tgf.ca

and

Chaitons LLP
Counsel to the Directors and Officers
5000 Yonge Street
North York, Ontario M2N 7E9

Attn: Mr. Harvey Chaiton
Telephone: 1-416-218-1129
Email: harvey@chaitons.com

Any such notice or other communication by a Person shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of a normal business hours, the next Business Day.

MISCELLANEOUS

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Monitor, the D&Os, 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 Monitor, as an officer of the 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 Monitor and its respective agents in carrying out the terms of this Order.



Chief Justice G. B. Morawetz

SCHEDULE “A”

**NOTICE OF REVISION OR DISALLOWANCE
(D&O Claims)**

Court File No.: CV-18-590812-00CL

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **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 B.C. LTD., GOLDEN EARS PAINTING & SANDBLASTING
LTD., PLOWE POWER SYSTEMS LTD. and CARILLION GENERAL
PARTNER (B.C.) LIMITED** (each, an “**Applicant**” and collectively, the
“**Applicants**”)

**NOTICE OF REVISION OR DISALLOWANCE
(D&O Claims)**

TO:

The Directors and Officers, in consultation with the Monitor and the D&O Insurers have reviewed
your Proof of Claim dated _____, 20____, and have revised or rejected your
D&O Claim in respect of _____ for the following reasons:

Subject to further dispute by you in accordance with the provisions of the D&O Claims Process Order, your D&O Claim will be revised as follows:

Directors and/or Officers	D&O Claims	Disallowed	Allowed as Revised

If you intend to dispute this Notice of Revision or Disallowance, you must notify the D&Os and the Monitor of such intent by delivery to the Monitor of a Dispute Notice in accordance with the D&O Claims Process Order, such that it is received by the Monitor by 5:00 p.m. no later than fourteen (14) calendar days after you receive such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission or email:

Ernst & Young Inc.,
Court-appointed Monitor of Carillion Canada Inc. et. al.
Ernst & Young Tower
100 Adelaide Street West, P.O. Box 1
Toronto, Ontario M5H 0B3

Hotline: 1-855-941-1768
Fax: (416) 943-2804
Email: carillioncanada@ca.ey.com

If you do not deliver a Dispute Notice in accordance with the D&O Claims Process Order, the value of your D&O Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

DATED at _____ this _____ day of _____, 20____.

SCHEDULE “B”

**DISPUTE NOTICE
(D&O Claims)**

Court File No.: CV-18-590812-00CL

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
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SERVICES (FSCC) INC., BEARHILLS FIRE INC., OUTLAND CAMPS
INC., OUTLAND RESOURCES INC., ROKSTAD POWER GP INC.,
0891115 B.C. LTD., GOLDEN EARS PAINTING & SANDBLASTING
LTD., PLOWE POWER SYSTEMS LTD. and CARILLION GENERAL
PARTNER (B.C.) LIMITED** (each, an “**Applicant**” and collectively, the
“**Applicants**”)

**DISPUTE NOTICE
(D&O Claims)**

1. PARTICULARS OF CLAIMANT

(a) Full Legal Name of D&O Claimant:

(b) Full Mailing Address of D&O
Claimant:

(c) Telephone Number of D&O
Claimant:

(d)

(e) E-mail Address of D&O Claimant:

(f) Attention (Contact Person):

2. PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED THE CALLED CLAIM, IF APPLICABLE:

(g) Have you acquired this D&O Claim by assignment? Yes ☐ No ☐
(if yes, attach documents evidencing assignment)

Full Legal Name of original creditor(s): _____

3. DISPUTE OF REVISION OR DISALLOWANCE OF D&O CLAIM:

We hereby disagree with the value of our D&O Claim as set out in the Notice of Revision or Disallowance dated _____, as set out below:

Directors or Officers	D&O Claim as Allowed or Revised per Notice of Revision or Disallowance	D&O Claim per Claimant
	\$	\$
	\$	\$
	\$	\$
	\$	\$

(Insert particulars of D&O Claim per Notice of Revision or Disallowance, and the value of your D&O Claim as asserted by you.)

4. REASONS FOR DISPUTE:

*(Provide full particulars of the D&O Claim **and supporting documentation**, including amount, description of transaction(s) or agreement(s) giving rise to the D&O Claim, legal arguments in support of such D&O Claim, and amount of D&O Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. The particulars provided must support the value of the D&O Claim, as stated by you in item 2 above.*

If you intend to dispute the Notice of Revision or Disallowance, you must notify the Monitor of such intent by delivery to the Monitor of a Dispute Notice in accordance with the Claims Procedure Order such that it is received by the Monitor by 5:00 p.m. no later than fourteen (14) calendar days after you receive such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission or email:

Ernst & Young Inc.,
Court-appointed Monitor of Carillion Canada Inc. et. al.
Ernst & Young Tower
100 Adelaide Street West, P.O. Box 1
Toronto, Ontario M5H 0B3

Hotline: 1-855-941-1768
Fax: (416) 943-2804
Email: carillioncanada@ca.ey.com

DATED at _____ this _____ day of _____, 20____.

SCHEDULE “C”

MEDIATION CONFIDENTIALITY PROTOCOL

Court File No.: CV-18-590812-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **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 B.C. LTD., GOLDEN EARS PAINTING & SANDBLASTING LTD., PLOWE POWER SYSTEMS LTD. and CARILLION GENERAL PARTNER (B.C.) LIMITED** (each, an “Applicant” and collectively, the “Applicants”)

MEDIATION CONFIDENTIALITY PROTOCOL

1. THE PROCESS:

Pursuant to the D&O Claims Process Order, the parties are permitted to agree on the appointment of a mediator (the “**D&O Claims Mediator**”) to assist the D&Os, the D&O Claimant, and the D&O Insurers with a mediation of disputed D&O Claims in the Applicant’s CCAA proceeding. The D&O Claims Process Order authorizes the D&O Claims Mediator to adopt processes, procedures, and timelines that, in his/her discretion, are considered appropriate to facilitate an effective and efficient mediation. Further to that authority, this Mediation Confidentiality Protocol shall apply to all written and oral communications related to or arising out of the mediation undertaken pursuant to the D&O Claims Process Order (the “**Mediation**”).¹

2. PARTY AND MONITOR CONFIDENTIALITY:

All written and oral communication at the Mediation shall be deemed to be without prejudice settlement discussions. For the purposes of this section, a Mediation communication shall also

¹ All capitalized terms used herein that are not otherwise defined are defined in the D&O Claims Process Order.

include all conduct, statements, discussion, promises, offers, views, opinions, admissions and communications for purposes of conducting, considering, initiating, continuing, or reconvening the Mediation together with the delivery and exchange of any documents in the course of the Mediation made by any party, their agents, employees, representatives, or other invitees, and by the D&O Claims Mediator.

The parties and the Monitor acknowledge and agree that:

- a) the Mediation is a settlement negotiation;
- b) the Mediation is confidential and no stenographic, visual, or audio recordings shall be made;
- c) no Mediation communication shall be discoverable, admissible or referred to in Court for any purpose, including impeachment in the action or in any other proceeding or to establish the meaning and/or validity of any settlement or alleged settlement arising from the Mediation, and shall not be discussed with anyone, provided that communications otherwise admissible or subject to discovery do not become inadmissible or protected from discovery or admission by reason of their use in Mediation;
- d) any notes, records, statements made, discussions had, and recollections of the D&O Claims Mediator in conducting the Mediation shall be confidential and without prejudice and protected from disclosure for all purposes; and
- e) except as permitted by law, the parties will not subpoena or otherwise require the D&O Claims Mediator to testify or produce the records or notes in an action or in any other proceeding.

3. MEDIATOR CONFIDENTIALITY:

During the Mediation process, the D&O Claims Mediator may disclose to either party any information provided by either party, unless the disclosing party has specifically requested the D&O Claims Mediator to keep the information confidential, in which case the D&O Claims Mediator will attempt to keep that information in confidence.

The D&O Claims Mediator will not disclose to anyone who is not a party to the Mediation anything said, or any materials submitted to the D&O Claims Mediator, except:

- a) where applicable, to the lawyers or other professionals retained on behalf of the parties or to non-parties consented to in writing by the parties, as deemed appropriate or necessary by the D&O Claims Mediator;
- b) to the Court, to the extent specifically permitted in the D&O Claims Process Order; or
- c) where otherwise ordered to do so by a judicial authority or where required to do so by law.

Except as noted above, the notes, records, statements made, and recollections of the D&O Claims Mediator shall be confidential and protected from disclosure for all purposes.

4. CONSENT TO THIS AGREEMENT:

Each party present during all or any part of the Mediation shall review this Mediation Confidentiality Protocol and agrees to proceed with the Mediation on the terms herein contained.

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**

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT* AND THE RECEIVERSHIP OF **491313 B.C. LTD., CARILLION INVESTMENTS (CANADA) INC., 2447586 ONTARIO INC., TWD ROADS MANAGEMENT INC., VANBOTS CAPITAL CORPORATION AND CARILLION CANADA (WOHC) INC.**

Court File No. CV-18-590812-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceedings commenced at Toronto

ORDER
(D&O Claims Process Order)

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