

COURT FILE NUMBER 1501-02652

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF **PACER CONSTRUCTION HOLDINGS CORPORATION**

DEFENDANTS **PACER PROMEC ENERGY CORPORATION AND PACER PROMEC ENERGY CONSTRUCTION CORPORATION**

APPLICANT **APPLICATION BY FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF PACER PROMEC ENERGY CORPORATION AND PACER PROMEC ENERGY CONSTRUCTION CORPORATION**

DOCUMENT **APPLICATION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **DENTONS CANADA LLP**  
Bankers Court  
15<sup>th</sup> Floor, 850 - 2<sup>nd</sup> Street S.W.  
Calgary, Alberta T2P 0R8  
**Attention: David W. Mann / David LeGeyt**  
Ph. (403) 268-7097/3075 Fx. (403) 268-3100  
File No.: 548476-5

**NOTICE TO RESPONDENTS: SEE ATTACHED SERVICE LIST**

This application is made against you. You are a respondent.

You may have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date: November 3, 2016

Time: 10:00 a.m.

Where: Calgary Courts Centre,  
601 - 5 Street SW,  
Calgary, AB T2P 5P7

Before: The Honourable Mr. Justice B. Nixon

Go to the end of this document to see what you can do and when you must do it.

**Remedy sought:**

1. FTI Consulting Canada Inc. in its capacity as the Court appointed receiver and manager (the "**Receiver**") of Pacer Promec Energy Corporation and Pacer Promec Energy Construction Corporation (collectively "**PPEC**") respectfully seeks the following relief:
  - (a) an Order in substantially the form attached hereto as Schedule "A": (i) validating service of this Application and the supporting materials; (ii) approving the Settlement Agreement (as defined in the Report of the Receiver dated October 28, 2016, filed and served herewith (the "**Fourth Report**")) made between, *inter alia*, the Receiver and thyssenkrupp Industrial Solutions (Canada) Inc. ("**tkIS**"); (iii) authorizing the Receiver to take such steps as are necessary to complete the Settlement Agreement; (iv) declaring that the Settlement Agreement is binding upon the Sublien Claimants (as defined in the Order), PPEC, and all of the creditors, shareholders and stakeholders of PPEC; (v) ordering that the Actions commenced by the Sublien Claimants be discontinued on a without costs basis; (vi) declaring that the claims of Manseau and Perron Inc. shall be limited to security to be posted by the Receiver with the Clerk of the Court; (vii) staying and prohibiting the Sublien Claimants from commencing certain claims against the Released Parties (as defined in the Order); (viii) ordering the release of certain lien bonds to counsel to tkIS in Court of Queen's Bench Action No. 1401-13098 and Court of Queen's Bench Action No. 1501-02878, and ordering that those Actions are discontinued on a without costs basis; and (ix) ordering that the PPEC Actions (as defined in the Order) be discontinued against all defendants on a without costs basis;
  - (b) separate Orders substantially in the forms attached hereto as Schedules "B" and "C" in Court of Queen's Bench Action No. 1401-13098 and Court of Queen's Bench Action No. 1501-02878 ordering the release of certain lien bonds to counsel to tkIS;
  - (c) an Order, in substantially the form attached hereto as Schedule "D", sealing on the Court file Confidential Appendix A (the "**Confidential Materials**") to the Fourth Report until further Order of this Court;
  - (d) an Order, in substantially the form attached hereto as Schedule "E": (i) approving the actions, conduct and activities of the Receiver since the Second Report of the Receiver dated August 19, 2015, as outlined in the Third Report of the Receiver dated November 10, 2015 and the Fourth Report; and (ii) approving the proposed distribution described in the Fourth Report, and authorizing and directing the Receiver to make that distribution upon receipt of the proceeds of the Settlement Agreement;
  - (e) and such further and other relief as counsel may advise and this Honourable Court permit.

**Grounds for making this application:**

2. The Receiver was appointed by Order of this Honourable Court on March 10, 2015.
3. The Receiver has, subject to approval by this Honourable Court, entered into the Settlement Agreement with tkIS and other parties as more particularly described in the Fourth Report.
4. The Settlement Agreement is just and reasonable and in the best interest of the PPEC estate.

5. The builders' lien claim of Manseau and Perron Inc. has been dismissed by this Honourable Court, and Manseau and Perron Inc. has appealed that dismissal, and has asserted related claims against PPEC and others.
6. The Order sought is without prejudice to Manseau and Perron Inc. as the Receiver will post security for the claims of Manseau and Perron Inc. with the Clerk of the Court.
7. The Receiver has acquired the claims of all of Sublien Claimants against tkIS, with the exception of the claims of Manseau and Perron Inc.
8. It is a term of the Settlement Agreement that the Release Parties be released from all of the claims of PPEC, and the Sublien Claimants.
9. The lien bonds posted by tkIS in Court of Queen's Bench of Alberta Action Nos. 1401-13098 and 1501-02878 are no longer necessary and should be returned to tkIS.
10. The Confidential Materials contain commercially sensitive information which should not be made public and the Settlement Agreement provides that its terms be kept confidential.
11. The Receiver has performed, and continues to perform, its mandate under the Receivership Order, including, but not limited to, settling the disputed claims involving tkIS, completing the PPEC contracts with CNRL, implementing the Claims Procedure and the Lien Management protocol contained in the May 7 Order, dealing with employee and contractor issues, and other stakeholders, and its activities ought to be approved.
12. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**Material or evidence to be relied on:**

13. The Fourth Report of the Receiver, including the Confidential Appendix.
14. Such further and other materials previously filed in these proceedings, and as counsel may advise and this Honorable Court may permit.

**Applicable Acts and regulations:**

15. *Judicature Act* R.S.A. 2000 c. J-2, as amended.
16. *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended.
17. *Builders' Lien Act*, RSA 2000 c B-7, as amended.
18. Division 4 of Part 6 of the *Alberta Rules of Court*.
19. And such further and other acts as regulations as counsel may advise and this Honorable Court may permit.

**How the application is proposed to be heard or considered:**

20. In person before the Honourable Mr. Justice B. Nixon Chambers.

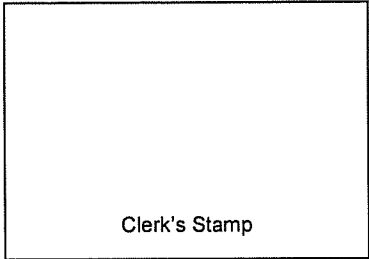
**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

**SCHEDULE "A"**

COURT FILE NUMBER  
COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE

1501-02652



PLAINTIFF

**PACER CONSTRUCTION HOLDINGS CORPORATION**

DEFENDANTS

**PACER PROMEC ENERGY CORPORATION AND PACER PROMEC ENERGY CONSTRUCTION CORPORATION**

APPLICANT

**APPLICATION BY FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF PACER PROMEC ENERGY CORPORATION AND PACER PROMEC ENERGY CONSTRUCTION CORPORATION**

DOCUMENT

**ORDER**  
**(Approval of Settlement Agreement)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

**DENTONS CANADA LLP**  
Bankers Court  
15<sup>th</sup> Floor, 850 - 2<sup>nd</sup> Street S.W.  
Calgary, Alberta T2P 0R8  
**Attention: David W. Mann / David LeGeyt**  
Ph. (403) 268-7097/3075 Fx. (403) 268-3100  
File No.: 548476-5

DATE ON WHICH ORDER WAS PRONOUNCED

November 3, 2016

LOCATION WHERE ORDER WAS PRONOUNCED

Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER

Honourable Mr. Justice B. Nixon

**UPON** the application of FTI Consulting Canada Inc., in its capacity as receiver and manager (the "**Receiver**") of Pacer Promec Energy Corporation ("**PPEC**") and Pacer Promec Energy Construction Corporation in these proceedings; **AND UPON** having read the Application of the Receiver, dated October 28, 2016, the Fourth Report of the Receiver, dated October 28, 2016 (the "**Fourth Report**"), including the Confidential Appendix to the Fourth Report (the "**Confidential Appendix**"), the Affidavit of Gail Wheatley, dated \_\_\_\_\_, \_\_\_, 2016 (the "**Service Affidavit**"), and such other material in the pleadings and proceedings as deemed necessary; **AND UPON** hearing counsel for the Receiver and other interested parties; **IT IS HEREBY ORDERED AND DECLARED THAT:**

**Service**

1. The time for service of notice of this application is abridged to the time actually given and service of the Application and supporting material as described in the Service Affidavit is good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.

**Definitions**

2. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Fourth Report and the following terms shall have the following meaning:
  - (a) "**Aluma**" means Aluma Systems Inc.;
  - (b) "**Aluma Action**" means Court of Queen's Bench of Alberta Action No. 1501-06666;
  - (c) "**Aluma Claim**" means all of the claims, rights, causes of action, remedies, interest, costs and relief of any kind whatsoever:
    - (i) asserted or alleged in the Aluma Action;
    - (ii) which may or could be asserted or alleged from the facts described in the Aluma Action;
    - (iii) related to or arising from the Aluma Lien; or
    - (iv) relating to any trust claim, pursuant to section 22 of the BLA or otherwise, that Aluma may have in relation to its work on the MLMR Project;
  - (d) "**Aluma Lien**" means, collectively, the builders' liens in the amount of \$1,016,596.13 registered by Aluma in the Alberta Land Titles Office as instrument no. 142 425 963 and with the Ministry of Energy as registration BL 1402873;
  - (e) "**BLA**" means the Alberta Builders' Lien Act, RSA 2000, c.B-7;
  - (f) "**Kearl Released Parties**" means tkIS, Imperial Oil Resource Ventures Limited, Imperial Oil Resources Limited, Exxon Mobil Canada Ltd., Her Majesty the Queen in right of Alberta, and Regional Municipality of Wood Buffalo;
  - (g) "**KEP**" means the "Kearl Expansion Project" in relation to which certain work was performed by tkIS and tkIS subcontracted a portion of such work to Pacer Mamisiwin Corporation and Promec as a joint venture, which subcontract was subsequently assigned to PPEC;
  - (h) "**KEP Lien Bond**" means the lien bond issued by Continental Casualty Company bearing no. 929609246 at the request of tkIS, in the amount of \$43,584,848.12 and filed with the Clerk of the Court on March 24, 2015 as security for:
    - (i) the builders' liens registered in the amount of \$41,184,135.00 by PPEC as instrument nos. 152 006 906 in the Alberta Land Titles Office and bearing no. 1500037 with the Ministry of Energy against lands and interests related to KEP;
    - (ii) the M&P Lien; and

- (iii) the RNS Lien;
- (i) "**KEP Release**" means the confidential KEP Mutual Release and Indemnity Agreement, dated October 5, 2016, between tkIS, Pacer Construction Holdings Corporation, Pacer Mamisîwin Corporation and the Receiver on behalf of PPEC contained in the Confidential Appendix;
- (j) "**KEP Settlement Agreement**" means the confidential KEP Commercial Settlement Agreement, dated October 5, 2016 between tkIS, Pacer Construction Holdings Corporation, Pacer Mamisîwin Corporation and the Receiver on behalf of PPEC, contained in the Confidential Appendix;
- (k) "**Leavitt**" means Leavitt Machinery General Partnership;
- (l) "**Leavitt Action**" means Court of Queen's Bench of Alberta Action No. 1503-01118;
- (m) "**Leavitt Claim**" means all of the claims, rights, causes of action, remedies, interest, costs and any relief of any kind whatsoever:
  - (i) asserted or alleged in the Leavitt Action;
  - (ii) which may or could be asserted or alleged from the facts described in the Leavitt Action;
  - (iii) related to or arising from the Leavitt Lien; or
  - (iv) relating to any trust claim, pursuant to section 22 of the BLA or otherwise, that Leavitt may have in relation to its work on the MLMR Project;
- (n) "**Leavitt Lien**" means, collectively, the builders' liens in the amount of \$287,192.65 by Leavitt with the Ministry of Energy as registration BL 1402566;
- (o) "**M&P**" means Manseau & Perron Inc.;
- (p) "**M&P Claim**" means all of the claims, rights, causes of action, remedies, interest, costs and relief of any kind whatsoever:
  - (i) which may have been asserted or alleged against any person as a result of the M&P Lien;
  - (ii) relating to any trust claim, pursuant to section 22 of the BLA or otherwise, that M&P may have; ("**M&P Trust Claim**") or
  - (iii) other equitable claims made by M&P ("**M&P Equitable Claims**")in relation to its work on KEP that were initiated prior to the date of this Order;
- (q) "**M&P Lien**" means, collectively, the builders' liens in the amount of \$595,994.85 registered by M&P in the Alberta Land Titles Office as instrument no. 142 381 532 and with the Minister of Energy as registration BL 1402550;
- (r) "**MLMR Lien Bond**" means the lien bond issued by Chubb Insurance Company of Canada, bearing no. 8233-49-68, at the request of tkIS, in the amount of \$22,038,072.00 and filed with the Clerk of the Court on December 5, 2014 as security for:



- (i) the builders' liens registered in the amount of \$21,838,072.00 by PPEC as instrument nos. 142 374 248, 142 374 616 and 142 374 617 in the Alberta Land Titles Office and bearing no. 1402486 with the Ministry of Energy against lands and interests related to the MLMR Project;
  - (ii) the Aluma Lien; and
  - (iii) the Leavitt Lien;
- (s) **"MLMR Project"** means the "Mildred Lake Mine Replacement Project" in relation to which certain work was performed by tkIS and tkIS subcontracted a portion of such work to PPEC;
- (t) **"MLMR Release"** means the confidential MLMR Mutual Release and Indemnity Agreement, dated October 5, 2016, between tkIS, Pacer Construction Holdings Corporation and the Receiver on behalf of PPEC, contained in the Confidential Appendix;
- (u) **"MLMR Released Parties"** means tkIS, Syncrude Canada Ltd., Sinopec Oil Sands Partnership, Sinopec Canada Energy Ltd., Canadian Oil Sands Partnership #1, Canadian Oil Sands Limited, Murphy Oil Company Ltd., Mocal Energy Limited, Nexen Oil Sands Partnership, Nexen Energy ULC, Suncor Energy Ventures Partnership, Suncor Energy Inc., Imperial Oil Resources Ventures Limited and Imperial Oil Resources Limited, and their respective predecessor and successor companies, and Her Majesty the Queen in right of Alberta;
- (v) **"MLMR Settlement Agreement"** means the confidential MLMR Commercial Settlement Agreement, dated October 5, 2016, between tkIS, Pacer Construction Holdings Corporation and the Receiver on behalf of PPEC, contained in the Confidential Appendix;
- (w) **"Promec"** means Construction Promec Inc., now known as 2242974 Canada Inc.;
- (x) **"PPEC Actions"** means Court of Queen's Bench of Alberta Action No. 1501-04852 and Court of Queen's Bench of Alberta Action No. 1501-07056, and includes any counterclaims in those proceedings;
- (y) **"PPEC Claims"** means all of the claims, rights, causes of action, remedies, interest, costs, and any relief of any kind whatsoever, asserted or alleged in the PPEC Actions or the PPEC Liens, or both, or which may have been asserted or alleged from the facts described in the PPEC Actions or the PPEC Liens, or both;
- (z) **PPEC Liens** means, collectively, the following builders' liens:
- (i) registered by PPEC in the amount of \$21,838,072.00:
    - (A) in the Alberta Land Titles Office bearing instrument no. 142 374 248, on November 5, 2014;
    - (B) in the Alberta Land Titles Office bearing instrument no. 142 374 616, on November 5, 2014;

- (C) in the Alberta Land Titles Office bearing instrument no. 142 374 617, on November 5, 2014; and
- (D) with the Minister of Energy bearing no. BL 1402486, on November 5, 2014; and
- (ii) registered by PPEC, Pacer Mamisiwin Corporation and Promec in the amount of \$41,184,135.00 on January 8, 2015:
  - (A) in the Alberta Land Titles Office bearing instrument no. 152 006 906; and
  - (B) with the Minister of Energy bearing no. BL 1500037.
- (aa) **"Released Parties"** means collectively the Kearn Released Parties and the MLMR Released Parties;
- (bb) **"RNS"** means RNS Scaffolding Inc.;
- (cc) **"RNS Action"** means Court of Queen's Bench of Alberta Action No. 1503-03271;
- (dd) **"RNS Claim"** means all of the claims, rights, causes of action, remedies, interest, costs and relief of any kind whatsoever:
  - (i) asserted or alleged in the RNS Action;
  - (ii) which may or could be asserted or alleged from the facts described in the RNS Action;
  - (iii) related to or arising from the RNS Lien; or
  - (iv) relating to any trust claim, pursuant to section 22 of the BLA or otherwise, that RNS may have in relation to its work on KEP;
- (ee) **"RNS Lien"** means collectively, the builders' liens in the amount of \$1,204,768.27 registered by RNS in the Alberta Land Titles Office as instrument no. 142 430 855 and with the Ministry of Energy as registration BL 1402958;
- (ff) **"Sublien Claimants"** means, collectively, Aluma, Leavitt, M&P, and RNS; and
- (gg) **"tkIS"** means thyssenkrupp Industrial Solutions (Canada) Inc., formerly known as Krupp Canada Inc.

***Approval of Settlement Agreement***

3. The KEP Settlement Agreement and KEP Release are approved.
4. The MLMR Settlement Agreement and MLMR Release are approved.
5. The Receiver is hereby authorized and directed to execute all deeds, documents and agreements, and to do all things reasonably necessary to complete and give effect to the terms of the KEP Settlement Agreement, the KEP Release, the MLMR Settlement Agreement and the MLMR Release and to carry out the terms of this Order.

**Effect On Sub-Lien Claimants**

6. Effective as of the date of this Order, the KEP Release, together with the compromises, arrangements, transactions, releases, discharges, injunctions and results provided for therein, shall be binding and effective upon M&P and RNS, and the rights and remedies of M&P and RNS relating to the M&P Claim and RNS Claim shall be as set forth in this Order.
7. Effective as of the date of this Order, the MLMR Release, together with the compromises, arrangements, transactions, releases, discharges, injunctions and results provided for therein, shall be binding and effective upon Aluma and Leavitt, and the rights and remedies of Aluma and Leavitt relating to the Aluma Claim and Leavitt Claim shall be as set forth in this Order.

**Aluma**

8. In respect of and as against the MLMR Released Parties:
  - (a) the Aluma Claim is dismissed and forever stayed, and Aluma is prohibited from advancing, asserting, commencing, or recommencing all, or any part, of the Aluma Claim; and
  - (b) the Aluma Action is, and shall be deemed to be, discontinued on a without costs basis and the Receiver is entitled to file a copy of this Order in the Aluma Action as evidence of such discontinuance on a without costs basis.

**Leavitt**

9. In respect of and as against the MLMR Released Parties:
  - (a) the Leavitt Claim is dismissed and forever stayed, and Leavitt is prohibited from advancing, asserting, commencing or recommencing all, or any part, of the Leavitt Claim; and
  - (b) the Leavitt Action is, and shall be deemed to be, discontinued on a without costs basis and the Receiver is entitled to file a copy of this Order in the Leavitt Action as evidence of such discontinuance on a without costs basis.

**M&P**

10. The Receiver shall deposit with the Clerk of the Court in Action No. 1501-02878 the amount of \$798,795.88 in cash, or post a bond in such amount, to be held in accordance with the terms of this Order, as security for the M&P Claim ("**M&P Security**"). The M&P Security shall stand as security for the M&P Claim and in substitution of the KEP Lien Bond.
11. In the event (a) M&P is successful in appealing and reversing the Order of Master A. Robertson filed October 7, 2015 in Court of Queen's Bench of Alberta Action No. 1501-02878, which Order declared *inter alia*, that the M&P Lien has ceased to exist, and the M&P Lien is restored; or (b) M&P proceeds with the M&P Trust Claim and/or the M&P Equitable Claim pursuant to the terms of the Order of Justice Nixon granted May 7, 2015 in these proceedings (the "**Lien Claims Order**") M&P may prosecute the M&P Claim, or such portions thereof, against PPEC and the M&P Security only, but may not prosecute or assert any part, or all, of the M&P Claim against any

other person, including the Kearn Released Parties. Any M&P Trust Claim and/or M&P Equitable Claim which was to be pursued against a Kearn Released Party, PPEC or the Receiver will be filed with the Receiver as a supplemental Proof of Claim, which shall be subject to the Lien Claims Order, and M&P is given leave to file such supplemental Proof of Claim with the Receiver on or before December 1, 2016.

12. Subject to paragraphs 11 and 15, the posting of the M&P Security shall be entirely without prejudice to the existing rights and priorities of M&P and PPEC, acting on its own behalf and in defending the M&P Claim in respect of claims initiated against the Kearn Released Parties pursuant to the Lien Claims Order, and the M&P Claim against the M&P Security shall be subject to the same priorities, burdens, and defenses that applied to the M&P Claim prior to the posting of the M&P Security, including but not limited to the defence that the M&P Claim has been dismissed by the above-referenced Order of Master A. Robertson, and any defences available to each of the Receiver, PPEC, and the Kearn Released Parties.
13. The deposit of the M&P Security by the Receiver shall not constitute, nor be deemed to constitute, an admission by the Receiver, PPEC, the Kearn Released Parties, or any other party, as to the validity of any part, or all, of the M&P Claim.
14. The M&P Security shall be held by the Clerk of the Court, in an interest bearing account, or held by way of the bond provided for in paragraph 10 hereof, until further Order of this Honourable Court.
15. In respect of and as against the Kearn Released Parties:
  - (a) the M&P Claim is dismissed and forever stayed and M&P is prohibited from advancing, asserting, commencing, or recommencing all, or any part, of the M&P Claim, except as against PPEC and the Receiver in accordance with the Lien Claims Order;
  - (b) where the M&P Claim is pursued pursuant to the Lien Claims Order, the Receiver shall review the claim in respect of all Kearn Released Parties, and is authorized to seek the necessary information and co-operation from the Kearn Released Parties as required to review the M&P Claim;
  - (c) tkIS shall no longer be a party to Action No. 1501-02878 and the Receiver on behalf of PPEC shall:
    - (i) be substituted for and have all the rights of tkIS and the Kearn Released Parties in that Action and the style of cause in that Action shall reflect such substitution; and
    - (ii) have all of the liabilities of tkIS in that Action meaning that no costs may be made against tkIS in that Action at any time; and
  - (d) tkIS is entitled to file a copy of this Order in Action No. 1501-02878 as evidence of:
    - (i) the substitution of the Receiver on behalf of PPEC for tkIS and the resulting change to the style of cause; and
    - (ii) the order that there shall be no costs awarded against tkIS in the Action.

16. For greater certainty, nothing in this Order shall revive any claim, right, or defence of any party which has lapsed due to the passage of time.

**RNS**

17. In respect of and as against the Kearn Released Parties:
- (a) the RNS Claim is dismissed and forever stayed, and RNS is prohibited from advancing, asserting, commencing, or recommencing all, or any part, of the RNS Claim; and
  - (b) the RNS Action is, and shall be deemed to be, discontinued on a without costs basis and the Receiver is entitled to file a copy of this Order in the RNS Action as evidence of such discontinuance on a without costs basis.

***Effectiveness of Settlement Agreement and Enjoinment of Released Claims***

18. Effective as of the date of this Order, the KEP Release and the MLMR Release, together with the compromises, arrangements, transactions, releases, discharges, injunctions and results provided therein shall be binding and effective upon the parties to the KEP Release and MLMR Release and the Sublien Claimants. For greater certainty, this Honourable Court confirms that, effective as of the date of this Order:
- (a) the claims of the Sublien Claimants shall be limited to the PPEC estate and, as applicable, the security posted by the Receiver with the Clerk of the Court pursuant to this Order, and any and all other claims, causes of action, proceedings or rights, the Sublien Claimants may have in relation to the Aluma Claim, the Leavitt Claim, the M&P Claim and the RNS Claim are forever extinguished;
  - (b) the Sublien Claimants and PPEC have fully released, settled, discharged and relinquished any claims which they may have had against the Released Parties;
  - (c) the Sublien Claimants and PPEC are permanently enjoined from commencing or prosecuting, whether directly, derivatively or otherwise, any claim which they may have had against the Released Parties based on the Aluma Claim, the Leavitt Claim, the M&P Claim, the RNS Claim, the PPEC Claims or the facts alleged in the Aluma Action, Leavitt Action, M&P Claim, RNS Action, or the PPEC Actions; and
  - (d) the PPEC Liens are extinguished and the Released Parties are fully released from the PPEC Liens.
19. Effective as of the date of this Order, the Released Parties shall have no obligation or liability to PPEC, the Receiver, the Sublien Claimants or Promec in respect of the PPEC Claims, the Aluma Claim, the Leavitt Claim, the M&P Claim or the RNS Claim.

***Discontinuance of action related to posting of security for MLMR builders' liens***

20. After an Order requiring the return of the MLMR Lien Bond to counsel for tkIS is granted and the MLMR Lien Bond is so returned to counsel for tkIS, Court of Queen's Bench of Alberta Action No. 1401-13098 is ordered to be discontinued on a without costs basis and this Order may be filed in such action as evidence of such discontinuance on a without costs basis.

***Discontinuance of PPEC Action***

21. The Statements of Claim in the PPEC Actions are, and shall be deemed to be, discontinued as against all defendants as of the date of a Discontinuance of Claim, on a without costs basis, is filed in those action by the Receiver.
22. The Counterclaim in Action No. 1501-07056 is, and shall be deemed to be, discontinued as against all defendants by counterclaim as of the date a Discontinuance of Claim, on a without costs basis, is filed in those actions by, or on behalf of, itIS.

***Miscellaneous***

23. The Receiver or any party affected by this Order may apply to this Court for advice and direction or further relief on notice to any party likely to be affected by the Order sought or on such notice as this Court directs.

***General***

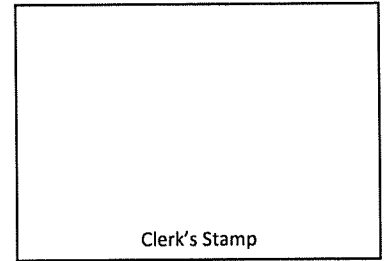
24. There shall be no costs of this Application to the Released Parties.
25. The Receiver shall serve, by courier, facsimile transmission, e-mail transmission, or ordinary post, a copy of this Order on all parties present at this application and on all parties who received notice of this application or who are presently on the service list established in these proceedings, and service on any or all other parties is hereby dispensed with. Service affected as aforesaid shall be good and sufficient service.

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Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "B"**

COURT FILE NUMBER 1401-13098  
COURT Queen's Bench of Alberta  
JUDICIAL CENTRE Calgary  
APPLICANT THYSSENKRUPP INDUSTRIAL SOLUTIONS (CANADA) INC.,  
FORMERLY KNOWN AS KRUPP CANADA INC.  
RESPONDENTS PACER PROMEC ENERGY CORPORATION,  
LEAVITT MACHINERY GENERAL PARTNERSHIP and  
ALUMA SYSTEMS INC.  
DOCUMENT **CONSENT ORDER**  
ADDRESS FOR SERVICE AND CONTACT **Dentons Canada**  
INFORMATION OF PARTY FILING THIS 850 2<sup>nd</sup> Street S.W.  
DOCUMENT 1500 Bankers Court  
Calgary, Alberta T2P 0R8  
Telephone: (403) 268-3075  
Attention: David LeGeyt



DATE ON WHICH ORDER WAS PRONOUNCED:

November 3, 2016

NAME OF JUSTICE WHO MADE THIS ORDER:

Honourable Mr. Justice B. Nixon

UPON the application of FTI Consulting Canada Inc. (the "**Receiver**"), in its capacity as receiver and manager of Pacer Promec Energy Corporation ("**PPEC**"); AND UPON HEARING counsel for the Receiver; AND UPON NOTING the consent of counsel for:

- (A) thyssenkrupp Industrial Solutions (Canada) Inc., formerly known as Krupp Canada Inc. ("**tkIS**"); and
- (B) the Respondent lien claimants:
  - (i) the Receiver on behalf of PPEC;
  - (ii) the Receiver as assignee of Leavitt Machinery General Partnership; and
  - (iii) the Receiver as assignee of Aluma Systems Inc,

**IT IS HEREBY ORDERED AND DECLARED THAT:**



1. The Clerk of the Court is hereby directed to return the lien bond deposited with the Clerk of Court in this Action in the amount of \$22,038,072.00, pursuant to an Order of Master J.L. Mason, granted on December 1, 2014, and an Order of Master J.B. Hanebury QC, granted on December 19, 2014, to the solicitors for tkIS as follows:

Rose LLP  
810, 333 – 5th Avenue SW  
Calgary, AB T2P 3B6  
Attention: E. Jane Sidnell

2. The parties may consent to this Order by way of facsimile signature or by electronic means.
3. There shall be no costs in this Application.

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**J.C.Q.B.A.**

CONSENTED TO this \_\_\_ day of \_\_\_\_\_, 2016  
**Rose LLP**

CONSENTED TO this \_\_\_ day of \_\_\_\_\_, 2016  
**Dentons Canada LLP**

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**E. Jane Sidnell**  
Solicitors for thyssenkrupp Industrial Solutions (Canada) Inc.,  
formerly known as Krupp Canada Inc.

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**David LeGeyt**  
Solicitors for FTI Canada Consulting Inc.  
in its capacity as receiver and manager of  
Pacer Promec Energy Corporation

CONSENTED TO this \_\_\_ day of \_\_\_\_\_, 2016  
**Dentons Canada LLP**

CONSENTED TO this \_\_\_ day of \_\_\_\_\_, 2016  
**Dentons Canada LLP**

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**David LeGeyt**  
Solicitors for FTI Canada Consulting Inc.  
in its capacity as receiver and manager of  
Pacer Promec Energy Corporation, as assignee of  
Leavitt Machinery General Partnership

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**David LeGeyt**  
Solicitors for FTI Canada Consulting Inc.  
in its capacity as receiver and manager of  
Pacer Promec Energy Corporation, as assignee of  
Aluma Systems Inc.

**SCHEDULE "C"**

COURT FILE NUMBER	1501-02878	<div style="border: 1px solid black; width: 100%; height: 100%; text-align: center; vertical-align: middle;">Clerk's Stamp</div>
COURT	Queen's Bench of Alberta	
JUDICIAL CENTRE	Calgary	
APPLICANT	THYSSENKRUPP INDUSTRIAL SOLUTIONS (CANADA) INC., FORMERLY KNOWN AS KRUPP CANADA INC.	
RESPONDENTS	PACER PROMEC ENERGY CORPORATION, PACER MAMISIWIN CORPORATION, CONSTRUCTION PROMEC INC., RNS SCAFFOLDING INC. AND MANSEAU & PERRON INC.	
DOCUMENT	<b>ORDER</b>	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<b>Dentons Canada</b> 850 2 <sup>nd</sup> Street SW 1500 Bankers Court Calgary, Alberta T2P 0R8 Telephone: (403) 268-3075 Attention: David LeGeyt	

DATE ON WHICH ORDER WAS PRONOUNCED:

November 3, 2016

NAME OF JUSTICE WHO MADE THIS ORDER:

Honourable Mr. Justice B. Nixon

UPON the application of FTI Consulting Canada Inc. (the "**Receiver**"), in its capacity as receiver and manager of Pacer Promec Energy Corporation ("**PPEC**"); AND UPON HEARING counsel for the Receiver; AND UPON NOTING the consent of counsel for thyssenkrupp Industrial Solutions (Canada) Inc. ("**tkIS**") and the following Respondent lien claimants:

- (a) Pacer Mamisîwin Corporation;
- (b) the Receiver on behalf of PPEC;
- (c) the Receiver as assignee of RNS Scaffolding Inc.; and
- (d) Manseau & Perron Inc.,

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. The Clerk of the Court is hereby directed to return the lien bond deposited with the Clerk of Court in this Action in the amount of \$43,584,848.12, pursuant to an Order of Master J. Hanebury QC, granted on March 17, 2015, to the solicitors for tkIS as follows:

Rose LLP  
810, 333 – 5th Avenue SW  
Calgary, AB T2P 3B6  
Attention: E. Jane Sidnell

2. The parties may consent to this Order by way of facsimile signature or by electronic means and may sign in counterpart.
3. There shall be no costs in this Application.

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**J.C.Q.B.A.**

CONSENTED TO this \_\_\_ day of \_\_\_\_\_, 2016  
**Rose LLP**

CONSENTED TO this \_\_\_ day of \_\_\_\_\_, 2016  
**Dentons Canada LLP**

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**E. Jane Sidnell**  
Solicitors for thyssenkrupp Industrial Solutions (Canada) Inc.,  
formerly known as Krupp Canada Inc.

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**David LeGeyt**  
Solicitors for FTI Canada Consulting Inc.  
in its capacity as receiver and manager of  
Pacer Promec Energy Corporation

CONSENTED TO this \_\_\_ day of \_\_\_\_\_, 2016  
**Scott Venturo LLP**

CONSENTED TO this \_\_\_ day of \_\_\_\_\_, 2016  
**Dentons Canada LLP**

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**Scott Chimuk**  
Solicitors for Manseau & Perron Inc.

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**David LeGeyt**  
Solicitors for FTI Canada Consulting Inc.  
in its capacity as receiver and manager of  
Pacer Promec Energy Corporation  
and as assignee of RNS Scaffolding Inc.

CONSENTED TO this \_\_\_ day of \_\_\_\_\_, 2016  
**Stikeman Elliott LLP**

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**Geoff Holub**  
Solicitors for Pacer Mamisiwin Corporation

**SCHEDULE "D"**

	Clerk's stamp:
COURT FILE NUMBER	1501-02652
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY
PLAINTIFF	<b>PACER CONSTRUCTION HOLDINGS CORPORATION</b>
DEFENDANTS	<b>PACER PROMEC ENERGY CORPORATION AND PACER PROMEC ENERGY CONSTRUCTION CORPORATION</b>
APPLICANT	<b>APPLICATION BY FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF PACER PROMEC ENERGY CORPORATION AND PACER PROMEC ENERGY CONSTRUCTION CORPORATION</b>
DOCUMENT	<b><u>ORDER</u></b> <b>(Sealing Confidential Appendix to the Fourth Report of the Receiver)</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<b>DENTONS CANADA LLP</b> Bankers Court 15 <sup>th</sup> Floor, 850 - 2 <sup>nd</sup> Street S.W. Calgary, Alberta T2P 0R8 <b>Attention: David W. Mann / David LeGeyt</b> Ph. (403) 268-7097/3075 Fx. (403) 268-3100 File No.: 548476-5
DATE ON WHICH ORDER WAS PRONOUNCED	November 3, 2016
LOCATION WHERE ORDER WAS PRONOUNCED	Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER	Honourable Mr. Justice B. Nixon

**UPON** the application of FTI Consulting Canada Inc., in its capacity as receiver manager (the "**Receiver**") of Pacer Promec Energy Corporation and Pacer Promec Energy Construction Corporation (collectively, "**PPEC**") in these proceedings; **AND UPON** having read the Application of the Receiver, dated October 28, 2016, the Fourth Report of the Receiver, dated October 28, 2016 (the "**Fourth Report**") filed without the Confidential Materials (defined below), the Affidavit of Gail Wheatley, dated \_\_\_\_\_, 2016 (the "**Service Affidavit**"), and such other material in the pleadings and proceedings as deemed necessary;

**AND UPON** hearing counsel for the Receiver and other interested parties; **IT IS HEREBY ORDERED AND DECLARED THAT:**

***Service***

1. The time for service of notice of this application is abridged to the time actually given and service of the Application and supporting material as described in the Service Affidavit is good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.
2. Division 4 of Part 6 of the *Alberta Rules of Court* does not apply to this Application.
3. Until further Order of this Honourable Court, the Confidential Appendix to the Fourth Report of the Receiver in these proceedings dated October 28, 2016 (the "**Confidential Materials**") shall be sealed and remain sealed by the Clerk of the Court, kept confidential and not form part of the public record, and not be available for public inspection unless and until otherwise ordered by this Court, upon seven days' notice to all interested parties.
4. The Clerk of the Court is hereby directed to place the sealed Confidential Materials separate and apart from all other contents of the Court file in a sealed envelope attached to a notice that sets out the style of cause to these proceedings, the aforementioned description of the documents contained therein, and a statement that the contents of the envelope are sealed pursuant to this Order.
5. The Receiver shall serve, by courier, facsimile transmission, e-mail transmission, or ordinary post, a copy of this Order on all parties present at this application and on all parties who received notice of this application or who are presently on the service list established in these proceedings, and service on any or all other parties is hereby dispensed with. Service affected as aforesaid shall be good and sufficient service.

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Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "E"**



Clerk's stamp:

COURT FILE NUMBER	1501-02652
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY
PLAINTIFF	<b>PACER CONSTRUCTION HOLDINGS CORPORATION</b>
DEFENDANT	<b>PACER PROMEC ENERGY CORPORATION AND PACER PROMEC ENERGY CONSTRUCTION CORPORATION</b>
DOCUMENT	<u>Order</u> (Administration)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<b>DENTONS CANADA LLP</b> Bankers Court 15 <sup>th</sup> Floor, 850 - 2 <sup>nd</sup> Street S.W. Calgary, Alberta T2P 0R8 <b>Attention: David W. Mann / David LeGeyt</b> Ph. (403) 268-7097/3075 Fx. (403) 268-3100 File No.: 548476-5
DATE ON WHICH ORDER WAS PRONOUNCED	November 3, 2016
LOCATION WHERE ORDER WAS PRONOUNCED	Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER	Honourable Mr. Justice B. Nixon

**UPON** the application of FTI Consulting Canada Inc., in its capacity as receiver manager (the "**Receiver**") of Pacer Promec Energy Corporation and Pacer Promec Energy Construction Corporation (collectively, "**PPEC**") in these proceedings; **AND UPON** having read the Application of the Receiver, dated October 28, 2016, the Fourth Report of the Receiver, dated October 28, 2016 (the "**Fourth Report**"), the Affidavit of Gail Wheatley, dated \_\_\_\_\_, 2016 (the "**Service Affidavit**"), and such other material in the pleadings and proceedings as deemed necessary; **AND UPON** hearing counsel for the Receiver and other interested parties; **IT IS HEREBY ORDERED AND DECLARED THAT:**

1. The time for service of notice of this application is abridged to the time actually given and service of the Application and supporting material as described in the Service Affidavit is good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.
2. The Receiver's activities, as set out in the Third Report of the Receiver dated November 10, 2015 and the Fourth Report of the Receiver dated October 28, 2016, are approved.

3. The proposed distribution described in the Fourth Report is approved, and the Receiver is authorized and directed to make that distribution upon receipt of the proceeds of the Settlement Agreement described in the Fourth Report.
4. The Receiver shall serve, by courier, facsimile transmission, e-mail transmission, or ordinary post, a copy of this Order on all parties present at this application and on all parties who received notice of this application or who are presently on the service list established in these proceedings, and service on any or all other parties is hereby dispensed with. Service affected as aforesaid shall be good and sufficient service.

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Justice of the Court of Queen's Bench of Alberta