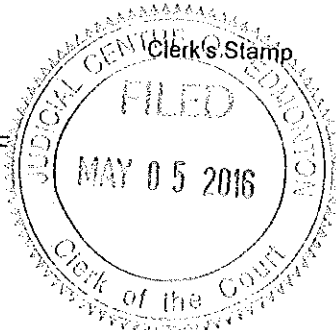


I hereby certify this to be a
true copy of the original.

N. Jarewa
for Clerk of the Court



COURT FILE NUMBER 1403-13215
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF E CONSTRUCTION LTD.
DEFENDANTS SPRAGUE-ROSSER CONTRACTING CO. LTD. and REGIONAL MUNICIPALITY OF WOOD BUFFALO
DOCUMENT CONSENT ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McCARTHY TÉTRAULT LLP
Barristers and Solicitors
Sean F. Collins / Walker W. MacLeod
Suite 4000, 421-7th Avenue S.W.
Calgary AB T2P 4K9
Phone: 403-260-3531 / 403-260-3710
Fax: 403-260-3501
Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca

DATE ON WHICH ORDER PRONOUNCED: May 5, 2016

JUDICIAL DISTRICT WHERE ORDER PRONOUNCED: Edmonton, Alberta

JUDGE PRONOUNCING THIS ORDER: Justice J.M. Ross

UPON the application of Alvarez & Marsal Canada Inc. (the "Receiver"), filed on November 10, 2015 (the "Receiver's Application") in its capacity as the court appointed receiver and manager of Sprague-Rosser Contracting Co. Ltd. ("Contracting") pursuant to the receivership order issued by this Honourable Court on July 31, 2014, as subsequently amended and restated on August 7, 2014 (collectively, the "Receivership Order") under the *Bankruptcy and Insolvency Act* (Canada) in Court File No. 1403-10990 (the "Edmonton Receivership Proceedings"); AND UPON the cross-application of Western Surety Company ("Western") filed in the within proceedings on January 29, 2016 (the "Western Cross-Application"); AND UPON noting the Order issued by this Honourable Court on July 17, 2015, in the Edmonton Receivership Proceedings authorizing, *inter alia*, the Receiver to make distributions of funds to the Royal Bank of Canada ("RBC"), transferring the Edmonton Receivership Proceedings to the Judicial Center of Calgary and directing that any contested application involving either the distribution of the Trust Funds (as defined herein) or the validity, enforceability or priority of builders' liens registered against the real property interests of the Regional Municipality of Wood

Buffalo (the "RMWB") be brought in the appropriate judicial centre for such action as determined by the *Alberta Rules of Court* (the "July 17 Order"); AND UPON noting that the Edmonton Receivership Proceedings have been transferred to Calgary and opened as Court File No. 1501-08634 (the "Calgary Receivership Proceedings"); AND UPON having read the sixth report of the Receiver, dated November 9, 2015 (the "Sixth Receiver's Report") and the confidential supplement to the Sixth Receiver's Report (the "Confidential Supplement"); AND UPON having read the first written interrogatories filed by Western Surety Company ("Western") on November 17, 2015 and the response thereto filed by the Receiver on November 16, 2015 (the "First Written Interrogatories"); AND UPON noting the previous orders issued in the within proceedings on November 19, 2015 (the "November 19 Order") and December 3, 2015 (the "December 3 Order"); AND UPON having read the second written interrogatories filed by Western on November 23, 2015 and the response thereto filed by the Receiver on December 14, 2015 (the "Second Written Interrogatories"); AND UPON having read the confidential written interrogatories served by Western on November 23, 2015 and the response thereto served by the Receiver on December 11, 2015 (the "Confidential Written Interrogatories"); AND UPON having read the Affidavit of J. Paul Bourassa, sworn January 14, 2016 and the cross-examination thereon; AND UPON having read the Affidavit of Troy Moskal, sworn January 14, 2016 (the "Moskal Affidavit"), and the cross-examination thereon; AND UPON having read the written brief of law and argument of the Receiver, filed and served on February 3, 2016, the written brief of law and argument of the RBC, filed and served on February 3, 2016, and the written brief of law and argument of the RMWB, filed and served on February 3, 2016; AND UPON having read the written brief of law and argument of Western, filed and served on February 3, 2016, and the reply written brief of law and argument of Western, filed and served on February 9, 2016; AND UPON hearing submission from the Receiver, RBC, the RMWB, Western, E Construction Ltd. ("E Construction"), Corix Water Products Limited Partnership, Corix Water Products (GP) Inc., Corix Infrastructure Inc. (collectively, "Corix"), Michels Canada Co. ("Michels") and Wilco Contractors Northwest Inc. ("Wilco"); AND UPON having read the Affidavit of Service of Marcia Smith, sworn November 13, 2015 (the "Service Affidavit"); AND UPON hearing counsel for the Receiver and any other persons present; AND UPON being advised, after the hearing of the Receiver's Application, that a settlement had been agreed to as between the Receiver, the RMWB, RBC and Western; AND UPON noting that each of the Receiver, the RMWB, RBC, Western, E Construction, Corix, Michels and Wilco have consented to this Order;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. Service of the Receiver's Application and the Sixth Receiver's Report is good, sufficient, and validated in the manner described in the Service Affidavit and the Receiver's Application was properly returnable on February 11 and 12, 2016.

Defined Terms

2. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the settlement agreement between Contracting and the RMWB, substantially in the form attached as Schedule "A" hereto (the "**Settlement Agreement**").

Approval of Settlement Agreement

3. The Settlement Agreement, including the payment of the settlement amount of \$4,000,000 (the "**Settlement Amount**") by RMWB to Contracting, be and is hereby approved. The Receiver, for and on behalf of Contracting, is authorized and directed, *nunc pro tunc*, to execute and deliver the Settlement Agreement to RMWB, conclude the transactions contemplated by the Settlement Agreement and this Order (collectively, the "**Transactions**") and to take any and all such steps and execute any and all such deeds, documents, and instruments as may reasonably be necessary to consummate the Transactions contemplated in the Settlement Agreement and herein, substantially in accordance with the terms of the Settlement Agreement and this Order, for and on behalf of Contracting. Following execution and delivery of the Settlement Agreement, any of the parties thereto may agree to any amendments to the Settlement Agreement which do not materially and adversely alter the Transactions or the Settlement Agreement.

4. The accounting of the Trust Funds, as set out and allocated pursuant to Appendix "A" of the Sixth Receiver's Report, be and is hereby approved. The Settlement Amount and the Trust Funds shall be and be and are hereby allocated as between the Contracts as follows:

	Abasands	Bridge	Saline 3
Trust Funds	\$0	\$4,590,723	\$194,765
Settlement Amount	\$3,775,000	\$0	\$225,000
Total	\$3,775,000	\$4,590,723	\$419,765

5. The RMWB is hereby authorized and directed to pay the Settlement Amount in the following manner:

- (a) The RMWB shall pay the sum of \$2,639,309 from the \$3,775,000 allocated to the Abasands Contract to the Receiver and the Receiver is authorized and directed to disburse such amount pursuant to and in accordance with the terms of the July 17 Order;
- (b) The RMWB shall pay the sum of \$1,135,691 from the \$3,775,000 allocated to the Abasands Contract to the Receiver and the Receiver shall hold such amount in trust pending the determination by this Honourable Court of the validity, enforceability and effect of the Certificate of Substantial Performance dated October 31, 2013, purportedly posted by Contracting in respect of the Abasands Contract, and attached as Exhibit "A" to the Moskal Affidavit; and
- (c) The \$225,000 allocated to the Saline 3 Contract shall form part of the RMWB Payment (as defined herein) and shall be paid by the RMWB pursuant to and in accordance with paragraph 11 of this Order.

Saline 3 Contract Lien Fund

6. The value of the work actually done and the materials actually furnished by Contracting in respect of the Saline 3 Contract is hereby declared to be \$36,761,041 inclusive of GST.

7. The lien fund (as such term is used and defined in the *Builders' Lien Act*, RSA 2000, c B-7 (the "BLA")) in connection with the Saline 3 Contract is hereby declared to be \$4,904,464 inclusive of GST (the "Saline 3 Lien Fund"). The portion of the Saline 3 Lien Fund which remains outstanding, by agreement made as between each of the Receiver, the RMWB, Western, RBC, Michels and Corix, is hereby declared to be \$2,327,464, inclusive of GST.

8. The builders' lien registered by Corix as instrument number 132 419 020 (the "Corix Lien") against the lands identified in Schedule "B" hereto (the "Saline 3 Lands") is declared to be valid and enforceable in an amount equal to at least \$169,348, inclusive of GST and costs, but such declaration is without prejudice to any and all defences raised by Western in the Corix Lien Proceedings (as defined herein).

9. The builders' lien registered by Michels as instrument number 142 002 644 (the "**Michels' Lien**") against the Saline 3 Lands is declared to be valid and enforceable in an amount equal to at least \$2,158,116, inclusive of GST and costs, but such declaration is without prejudice to any and all defences raised by Western in the Michels Lien Proceedings (as defined herein).

Saline 3 Lien Fund Disbursements

10. Burstall Winger is hereby authorized and directed to pay \$194,765 from the Trust Funds (the "**BWZ Payment**") into Court in the within proceedings and such amount shall be credited against RMWB's obligations arising under the BLA, in respect of the Saline 3 Lien Fund.

11. The RMWB is hereby authorized and directed to pay the sum of \$2,132,699, which for greater certainty includes payment of the sum of \$225,000 of the Settlement Amount in accordance with paragraph 5(c) of this Order (the "**RMWB Payment**") into Court in the within proceedings and such amount shall be credited against RMWB's obligations arising under the BLA in respect of the Saline 3 Lien Fund.

12. Upon receipt of the BWZ Payment and the RMWB Payment, the Clerk of the Court is hereby authorized and directed to forthwith make the following distributions:

- (a) \$169,348 to Blake, Cassels & Graydon LLP, on behalf of Corix, on account of the Corix Lien registered as instrument number 132 419 020 against the Saline 3 Lands; and
- (b) \$2,158,116 to Field LLP on behalf of Michels, and on account of the Michels' lien registered as instrument number 142 002 644 against the Saline 3 Lands

(collectively, the "**Saline 3 Lien Distributions**").

13. The Saline 3 Lien Distributions, when so made by the Clerk of the Court, shall constitute full and final satisfaction of the RMWB's obligations in connection with the Saline 3 Lien Fund pursuant to the BLA and the RMWB shall thereafter have no debt, liability or obligation to any of Contracting, Michels or Corix or in connection with the Michels Lien, the Corix Lien, the Saline 3 Contract or the BLA.

14. Upon the delivery to the Registrar of the Alberta Land Titles Office (the "**Registrar**") of:

- (a) a copy of this Order; and
- (b) written correspondence from the Receiver's solicitors confirming that the Clerk of this Court has made the Saline 3 Lien Distributions to each of Michels and Corix, respectively;

the Registrar is ordered and directed to:

- (c) discharge the Corix Lien registered as instrument number 132 419 020 from title to the Saline 3 Lands;
- (d) discharge the Certificate of *Lis Pendens* registered as instrument number 142 190 264 from title to the Saline 3 Lands;
- (e) discharge the Michels' Lien registered as under instrument number 142 002 644 from title to the Saline 3 Lands; and
- (f) discharge the Certificate of *Lis Pendens* registered as instrument number 142 200 308 from title to the Saline 3 Lands.

15. The Registrar shall perform the various requirements in paragraph 14 of this Order notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-4.

16. Upon the Registrar effecting the discharge of the instruments identified in paragraphs 14 of this Order, the Registrar shall forthwith make available to the Receiver a certified copy of title to the Saline 3 Lands.

17. Upon RMWB making the payments contemplated by paragraph 5 and 11 of this Order the following claims against RMWB are hereby dismissed without costs:

- (a) Corix's claim against RMWB in Court of Queen's Bench of Alberta, Court File No. 1401-06845 (the "**Corix Lien Proceedings**"); and
- (b) Michel's claim against RMWB in Court of Queen's Bench of Alberta, Court File No. 1403-09476 (the "**Michels' Lien Proceedings**").

18. For greater certainty, the dismissal of the claims as against RMWB in the Corix Lien Proceedings and Michels' Lien Proceedings shall not affect, determine or prejudice the claims of

Corix and Michels as against the remaining defendants in the Corix Lien Proceedings and the Michels' Lien Proceedings, as the case may be, or the claims made by Michels against Western in Court of Queen's Bench of Alberta, Court File No. 1403-16591.

Wilco Lien Funds

19. Burstall Winger is hereby authorized and directed to disburse \$148,029 inclusive of GST and costs (the "**Wilco Lien Funds**") from the Trust Funds to the Receiver. The Wilco Lien Funds shall be subject to the claims of Wilco and shall replace and stand as security in place of the lands listed in Schedule "C" hereto (the "**Wilco Lands**") pending determination as to the validity and enforceability of the builders' liens registered as instrument numbers 142 323 785 and 142 323 786 against the Wilco Lands (collectively, the "**Wilco Lien**"). The Wilco Lien Funds shall not be disbursed by the Receiver unless such disbursement is either (a) agreed to by each of the Receiver and Wilco or (b) authorized by further Order of this Honourable Court.

20. The payment of the Wilco Lien Funds to the Receiver pursuant to this Order shall constitute full and final satisfaction of the RMWB's obligations in connection with the Wilco Lien and pursuant to the BLA and the RMWB shall thereafter have no debt, liability or obligation to either Contracting or Wilco or in connection with the Wilco Lien, the Bridge Contract, the Abasand Contract or the BLA. For greater certainty, nothing herein shall constitute an admission as to the validity or enforceability of the Wilco Lien and any interested Person shall remain at liberty to contest the validity, enforceability, quantum or other aspect of the Wilco Lien.

21. Upon the delivery to the Registrar of:

- (a) a copy of this Order; and
- (b) written correspondence from the Receiver's solicitors confirming that the Wilco Lien Funds have been paid by Burstall Winger to the Receiver;

the Registrar is ordered and directed to:

- (c) discharge the Wilco Lien registered as instrument numbers 142 323 785 and 142 323 786 from title to the Wilco Lands; and
- (d) discharge the Certificate of *Lis Pendens* registered as instrument number 152 077 909 from title to the Wilco Lands (the "**Wilco CLP**").

22. The Registrar shall perform the various requirements in paragraph 21 of this Order notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-4.
23. Upon the Registrar effecting the discharge of the instruments identified in paragraph 21 of this Order, the Registrar shall forthwith make available to the Receiver a certified copy of title to the Wilco Lands.
24. The payment of the Wilco Lien Funds to the Receiver and the discharge of the Wilco Lien and the Wilco CLP from title to the Wilco Lands shall not constitute nor be deemed to constitute any admission or determination as to the validity of the registration of the Wilco Lien, or the claim for monies set forth therein.
25. Upon the payment of the Wilco Lien Funds to the Receiver, and upon the Wilco Lien and the Wilco CLP being removed from title to the Wilco Lands pursuant to the terms of this Order, RMWB shall have no further interest in the Wilco Lien Funds, the Wilco Lien or the dispute between Wilco and Contracting. As a result, RMWB no longer needs to be a named defendant in the Court of Queen's Bench of Alberta, Action No. 1503-03599, and Wilco's claim as against the RMWB in the Wilco Lien Proceedings (as defined herein) be and is hereby dismissed without costs. For additional certainty, the dismissal of Wilco's claim against RMWB shall not affect, determine or prejudice any other claims of Contracting, Western or Wilco.
26. For clarity, upon the payment of the Wilco Lien Funds into Court, and upon the Wilco Lien and the Wilco CLP being removed from title to the Wilco Lands pursuant to the terms of this Order, the proper parties in Court of Queen's Bench of Alberta, Court File No. 1503-03599 are Wilco, as plaintiff, and Contracting and Western, as defendants (the "Wilco Lien Proceedings").
27. Notwithstanding any provision of the BLA, the removal of RMWB as a defendant in the within action is without prejudice to the validity of the Wilco Lien and the ability of Wilco to prosecute its lien action as against Contracting or Western in order to obtain a declaration as to the entitlement to the Wilco Lien Funds.
28. Wilco and the Receiver, and any other interested Person, shall be at liberty to make further application to this Honourable Court, on proper notice to any Person with an interest to the Wilco Lien Funds, with respect to the Wilco Lien Funds held in respect of the Wilco Lien and Wilco CLP. For greater certainty, any interested Person shall be at liberty to make an

application that the Wilco Lien Funds are subject to a trust claim under sections 19 and 22 of the BLA in the event that the Wilco Lien is determined to be invalid or unenforceable.

E Construction Lien Funds

29. Burstall Winger is hereby authorized and directed to disburse \$4,432,455 inclusive of GST and costs (the "E Construction Lien Funds") from the Trust Funds to counsel for the Receiver to be held by the Receiver counsel in a separate interest bearing trust account. The E Construction Lien Funds are subject to the builders lien claims of E Construction and shall replace and stand as security in place of the lands listed in Schedule "D" hereto (the "E Construction Liened Lands") pending determination as to the validity and enforceability of the builders' liens registered by E Construction as instrument number 142 085 717 (the "E Construction Lien") against the E Construction Liened Lands. The E Construction Lien Funds shall not be disbursed by the Receiver unless such disbursement is either (a) agreed to by each of the Receiver and E Construction in writing or (b) authorized by further Order of this Honourable Court.

30. The payment of the E Construction Lien Funds pursuant to this Order to be held in trust by the Receiver's counsel shall constitute full and final satisfaction of the RMWB's obligations in connection with the E Construction Lien pursuant to the BLA and the RMWB shall thereafter have no debt, liability or obligation to either Contracting or E Construction or in connection with the E Construction Lien, the Bridge Contract or the BLA.

31. Upon the delivery of:

- (a) a copy of this Order; and
- (b) written correspondence from the Receiver's solicitors confirming that the E Construction Lien Funds have been paid by Burstall Winger to the Receiver's counsel;

the Registrar is ordered and directed to:

- (c) discharge the E Construction registered as instrument number 142 085 717 from title to the E Construction Liened Lands; and

- (d) discharge the Certificate of *Lis Pendens* registered as instrument number 142 302 318 from title to the E Construction Liened Lands (the "E Construction CLP").

32. The Registrar shall perform the various requirements in paragraph 31 of this Order notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-4.

33. Upon the Registrar effecting the discharge of the instruments identified in paragraph 31 of this Order, the Registrar shall forthwith make available to the Receiver a certified copy of title to the E Construction Liened Lands.

34. The payment of the E Construction Lien Funds to the Receiver's counsel, in trust, and the discharge of the E Construction Lien and the E Construction CLP from titles to the E Construction Liened Lands shall not constitute nor be deemed to constitute any admission or determination as to the validity of the registration of the E Construction Lien or the claim for monies set forth therein. For greater certainty, nothing herein shall constitute an admission as to the validity or enforceability of the E Construction Lien and any interested Person shall remain at liberty to contest the validity, enforceability, quantum or other aspect of the E Construction Lien.

35. Upon the payment of the E Construction Lien Funds to counsel for the Receiver, and upon the E Construction Lien and the E Construction CLP being removed from titles to the E Construction Liened Lands pursuant to the terms of this Order, RMWB shall have no further interest in the E Construction Lien Funds, the E Construction Lien or the dispute between E Construction and Contracting. As a result, and without prejudice to the E Construction Lien and the E Construction continued claim to enforce the E Construction Lien, RMWB no longer needs to be a named defendant in the within proceedings, being Court of Queen's Bench of Alberta, Action No. 1403-13215, and E Construction's claim as against the RMWB in the within proceedings be and is hereby dismissed without costs. For additional certainty, the dismissal of E Construction's claim against RMWB in the within proceedings shall not affect, determine or prejudice any other claims of Contracting, Western or E Construction, including, without limitation:

- (a) E Construction's claims against Contracting and Western in Court File No. 1403-13917;

- (b) Western's claims against E Construction in Court File No. 1403-13917; or
- (c) Contracting's claims against E Construction in Court File No. 1401-08353.

36. For clarity, upon the payment of the E Construction Lien Funds to legal counsel for the Receiver and upon the E Construction Lien and the E Construction CLP being removed from titles to the E Construction Liened Lands pursuant to the terms of this Order, the proper parties to the within Action are E Construction, as Plaintiff, and Contracting, as Defendant.

37. Notwithstanding any provision of the BLA, the removal of RMWB as a defendant in the within action and payment of the E Construction Lien Funds to counsel for the Receiver is without prejudice to the validity of the E Construction Lien and the ability of E Construction to prosecute its lien action as against Contracting in order to obtain a declaration as to the entitlement to and payment of the E Construction Lien Funds and to pursue, subject to the stay of proceedings imposed by the terms of the Receivership Order, its claim against Contracting. Further, the holding of the E Construction Lien Funds by the Receiver legal counsel in trust is deemed to be in compliance with the BLA for the provision of security to stand in place of the E Construction Liened Lands.

38. E Construction and the Receiver, and any other interested Person, shall be at liberty to make further application to this Honourable Court, on proper notice to any party with an interest to the E Construction Lien Funds, with respect to the E Construction Lien Funds held in respect of the E Construction Lien and E Construction CLP. For greater certainty, any interested Person shall be at liberty to make an application that the E Construction Lien Funds are subject to a trust claim under sections 19 and 22 of the BLA in the event that the E Construction Lien is determined to be invalid or unenforceable.

Remaining Trust Funds

39. Burstall Winger shall pay all remaining amounts of the Trust Funds to the Receiver and the Receiver shall hold such amount pending determination by this Honourable Court as to the validity, enforceability and effect of the Certificate of Substantial Performance dated October 31, 2013 and purportedly posted by Contracting in respect of the Bridge Contract, and attached as Exhibit "B" to the Moskal Affidavit.

Western Cross-Application

40. The relief sought in paragraphs 1 and 2 of the Western Cross-Application be and is hereby withdrawn by and with prejudice to Western. For greater certainty, any interested Person other than Western or an interested Person claiming through or under Western may apply, on proper notice to any other interested Person, for a declaration that the relief sought in paragraphs 1 and 2 of the Western Cross-Application is granted or dismissed, as the case may be.

41. Paragraph 3 of the Western Cross-Application be and is hereby dismissed.

Cost Allocation

42. The portion of the Receiver's Application that pertains to allocation of costs for reasonable fees and disbursements incurred by the Receiver and its counsel in responding to the First Written Interrogatories, the Second Written Interrogatories and the Confidential Written Interrogatories, as provided in paragraph 4 of the November 19 Order, be and is hereby dismissed, by agreement, as a component of the Settlement Agreement and this Consent Order and without prejudice and without affecting any potential future applications for allocation of costs as it may affect other assets, projects or proceedings involving Contracting that do not relate to either the Projects or the Contracts. For clarity, there shall be no costs allocated to be paid by Western to any party in the Edmonton Receivership Proceedings or in the Calgary Receivership Proceedings that relate to either the Projects or the Contracts up to and including the date this Consent Order is granted.

Sealing of Confidential Materials

43. Part 16, Division 4 of the Alberta Rules of Court does not apply to the Receiver's Application and the Clerk of the Court is hereby directed to seal the Confidential Supplement and the Confidential Written Interrogatories on the Court in an envelope containing the following:

THIS ENVELOPE CONTAINS A CONFIDENTIAL SUPPLEMENT AND CONFIDENTIAL WRITTEN INTERROGATORIES. THESE MATERIALS ARE SEALED PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE JUSTICE J.M ROSS, DATED •, 2016, AND ARE NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE UNTIL SUCH TIME AS A CERTIFICATE IS FILED BY ALVAREZ & MARSAL INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF SPRAGUE-ROSSER CONTRACTING CO. LTD., CONFIRMING THAT THE

CONFIDENTIAL SUPPLEMENT AND CONFIDENTIAL WRITTEN
INTERROGATORIES MAY BE MADE PUBLICALLY ACCESSIBLE ON THE
COURT FILE.

44. The Confidential Supplement and the Confidential Written Interrogatories shall remain under confidential seal until the date that the Receiver files a certificate in the within proceedings confirming either:

- (a) That the time for the filing of any appeal of this Order has expired without service of a Notice of Appeal on the Receiver; or
- (b) That any appeal that is taken in respect of this Order has been finally and conclusively determined by order of the appellate court and the time for the filing of any appeal of the decision of such appellate court, if any, has expired without service of a Notice of Appeal on the Receiver.

General

45. The Receiver or any interested Person is at liberty to reapply for further advice, assistance, and direction as may be necessary to give full force and effect to the terms of this Order.

46. For greater certainty, RBC is declared to be an interested Person and shall be entitled to participate in and be served with any Application materials related to determination of the applications contemplated by paragraphs 5(b), 19, 28, 29, 34, 38 and 39 of this Order.

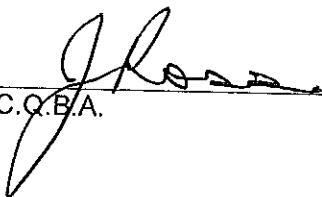
47. This Order shall be filed in the within proceedings and in each of the following proceedings:

- (a) The Edmonton Receivership Proceedings (Court File No. 1403-10990);
- (b) The Calgary Receivership Proceedings (Court File No. 1501-08634);
- (c) The Corix Lien Proceedings (Court File No. 1401-06845);
- (d) The Michels' Lien Proceedings (Court File No. 1403-09476); and
- (e) The Wilco Lien Proceedings (Court File No. 1503-03599).

48. Upon the filling of this order in the Receivership Proceedings and the completion of the Transactions, Contracting's action against RMWB, bearing Action No. 1401-08353 (the "**RMWB Action**"), shall be dismissed without costs. For greater clarity, only Contracting's Claims in the RMWB Action against RMWB shall be dismissed and any and all other claims set out in the RMWB Action in favour of Contracting shall remain and may be advanced by Contracting.

49. This Order may be endorsed in counterpart and by facsimile or electronic means.


50. Service of this Order by email, facsimile, registered mail, courier, or personal delivery to the solicitors for the persons in attendance at the Receiver's Application (which, for greater certainty constitutes the RMWB, RBC, Western, E Construction, Corix, Michels and Wilco) shall constitute good and sufficient service of this Order and no persons other than those in attendance at the Receiver's Application are entitled to be served with a copy of this Order.


J.C.Q.B.A.

[Signature Page to Consent Order]

Consented to this 2nd day of May,
2016.

BROWNLEE LLP

Per: 
Dan R. Peskett
Solicitors for to E-Construction Ltd.

Consented to this 2nd day of May,
2016.

**REYNOLDS MIRTH RICHARDS & FARMER
LLP**

Per: _____
Jeremy Taltinger
Solicitors for Regional Municipality of Wood
Buffalo

Consented to this ____ day of _____,
2016.

ROSE LLP

Per: _____
E. Jane Sidnell
Solicitors for Western Surety Company

Consented to this ____ day of _____,
2016.

BLAKE CASSELS & GRAYDON LLP

Per: _____
R.D. Bell
Solicitors for Corix Water Products Limited
Partnership, Corix Water Products (GP), Corix
Infrastructure Inc.

Consented to this ____ day of _____,
2016.

McCARTHY TÉTRAULT LLP

Per: _____
Walker W. MacLeod
Solicitors for Alvarez & Marsal Canada Inc.

Consented to this ____ day of _____,
2016.

**NORTON ROSE FULBRIGHT CANADA
LLP**

Per: _____
Howard A. Gorman, QC
Solicitors for Royal Bank of Canada

Consented to this ____ day of _____,
2016.

DENTONS CANADA LLP

Per: _____
Jonathan Hillson
Solicitors for Wilco Contractors Northwest
Inc.

Consented to this ____ day of _____,
2016.

FIELD LLP

Per: _____
J.J. Kowalchuk
Solicitors for Michels Canada Co.

[Signature Page to Consent Order]

Consented to this ____ day of _____,
2016.

BROWNEE LLP

Per: _____
Dan R. Peskett
Solicitors for to E-Construction Ltd.

Consented to this ____ day of _____,
2016.

**REYNOLDS MIRTH RICHARDS & FARMER
LLP**

Per: _____
Jeremy Taitinger
Solicitors for Regional Municipality of Wood
Buffalo

Consented to this ____ day of _____,
2016.

ROSE LLP

Per: _____
E. Jane Sidnell
Solicitors for Western Surety Company

Consented to this ____ day of _____,
2016.

BLAKE CASSELS & GRAYDON LLP

Per: _____
R.D. Bell
Solicitors for Corix Water Products Limited
Partnership, Corix Water Products (GP), Corix
Infrastructure Inc.

Consented to this 3rd day of May,
2016.

McCARTHY TÉTRAULT LLP

Per: Walker W. MacLeod
Walker W. MacLeod
Solicitors for Alvarez & Marsal Canada Inc.

Consented to this ____ day of _____,
2016.

**NORTON ROSE FULBRIGHT CANADA
LLP**

Per: _____
Howard A. Gorman, QC
Solicitors for Royal Bank of Canada

Consented to this ____ day of _____,
2016.

DENTONS CANADA LLP

Per: _____
Jonathan Hillson
Solicitors for Wilco Contractors Northwest
Inc.

Consented to this ____ day of _____,
2016.

FIELD LLP

Per: _____
J.J. Kowalchuk
Solicitors for Michels Canada Co.

[Signature Page to Consent Order]

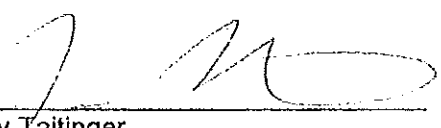
Consented to this ____ day of _____,
2016.

BROWNLEE LLP

Per: _____
Dan R. Peskett
Solicitors for to E-Construction Ltd.

Consented to this 29 day of April,
2016.

**REYNOLDS MIRTH RICHARDS & FARMER
LLP**

Per: 
Jeremy Taitinger
Solicitors for Regional Municipality of Wood
Buffalo

Consented to this ____ day of _____,
2016.

ROSE LLP

Per: _____
E. Jane Sidnell
Solicitors for Western Surety Company

Consented to this ____ day of _____,
2016.

BLAKE CASSELS & GRAYDON LLP

Per: _____
R.D. Bell
Solicitors for Corix Water Products Limited
Partnership, Corix Water Products (GP), Corix
Infrastructure Inc.

Consented to this ____ day of _____,
2016.

McCARTHY TÉTRAULT LLP

Per: _____
Walker W. MacLeod
Solicitors for Alvarez & Marsal Canada Inc.

Consented to this ____ day of _____,
2016.

**NORTON ROSE FULBRIGHT CANADA
LLP**

Per: _____
Howard A. Gorman, QC
Solicitors for Royal Bank of Canada

Consented to this ____ day of _____,
2016.

DENTONS CANADA LLP

Per: _____
Jonathan Hillson
Solicitors for Wilco Contractors Northwest
Inc.

Consented to this ____ day of _____,
2016.

FIELD LLP

Per: _____
J.J. Kowalchuk
Solicitors for Michels Canada Co.

[Signature Page to Consent Order]

Consented to this ____ day of _____,
2016.

BROWNLEE LLP

Per: _____
Dan R. Peskett
Solicitors for to E-Construction Ltd.

Consented to this ____ day of _____,
2016.

**REYNOLDS MIRTH RICHARDS & FARMER
LLP**

Per: _____
Jeremy Tailinger
Solicitors for Regional Municipality of Wood
Buffalo

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2016.

ROSE LLP

Per: _____
E. Jane Sidnell
Solicitors for Western Surety Company

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2016.

BLAKE CASSELS & GRAYDON LLP

Per: _____
R.D. Bell
Solicitors for Corix Water Products Limited
Partnership, Corix Water Products (GP), Corix
Infrastructure Inc.

Consented to this ____ day of _____,
2016.

MCCARTHY TÉTRAULT LLP

Per: _____
Walker W. MacLeod
Solicitors for Alvarez & Marsal Canada Inc.

Consented to this 31st day of April,
2016.

**NORTON ROSE FULBRIGHT CANADA
LLP**

Per: _____
Howard A. Gorman, QC
Solicitors for Royal Bank of Canada

Consented to this ____ day of _____,
2016.

DENTONS CANADA LLP

Per: _____
Jonathan Hillson
Solicitors for Wilco Contractors Northwest
Inc.

Consented to this ____ day of _____,
2016.

FIELD LLP

Per: _____
J.J. Kowalchuk
Solicitors for Michels Canada Co.

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Consented to this ____ day of _____,
2016.

BROWNLEE LLP

Per: _____
Dan R. Peskett
Solicitors for to E-Construction Ltd.

Consented to this ____ day of _____,
2016.

**REYNOLDS MIRTH RICHARDS & FARMER
LLP**

Per: _____
Jeremy Taltinger
Solicitors for Regional Municipality of Wood
Buffalo

Consented to this 2nd day of May,
2016.

ROSE LLP

Per: 
E. Jane Sidnell
Solicitors for Western Surety Company

Consented to this ____ day of _____,
2016.

BLAKE CASSELS & GRAYDON LLP

Per: _____
R.D. Bell
Solicitors for Corix Water Products Limited
Partnership, Corix Water Products (GP), Corix
Infrastructure Inc.

Consented to this ____ day of _____,
2016.

McCARTHY TÉTRAULT LLP

Per: _____
Walker W. MacLeod
Solicitors for Alvarez & Marsal Canada Inc.

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FIELD LLP

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J.J. Kowalchuk
Solicitors for Michels Canada Co.

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2016.

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Dan R. Peskett
Solicitors for to E-Construction Ltd.

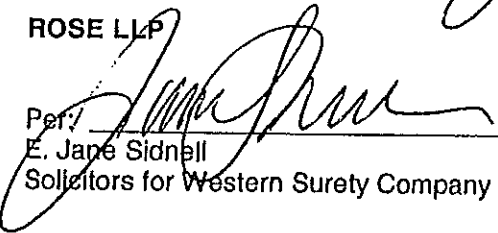
Consented to this ____ day of _____,
2016.

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LLP**

Per: _____
Jeremy Tallinger
Solicitors for Regional Municipality of Wood
Buffalo

Consented to this 2nd day of May,
2016.

ROSE LLP

Per: 
E. Jane Sidnell
Solicitors for Western Surety Company

Consented to this ____ day of _____,
2016.

BLAKE CASSELS & GRAYDON LLP

Per: _____
R.D. Bell
Solicitors for Corix Water Products Limited
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Consented to this ____ day of _____,
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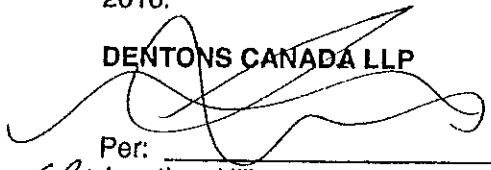
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2016.

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LLP**

Per: _____
Howard A. Gorman, QC
Solicitors for Royal Bank of Canada

Consented to this 2nd day of May,
2016.

DENTONS CANADA LLP

Per: 
ER: Jonathan Hillson
Solicitors for Wilco Contractors Northwest
Inc.

Consented to this ____ day of _____,
2016.

FIELD LLP

Per: _____
J.J. Kowalchuk
Solicitors for Michels Canada Co.

[Signature Page to Consent Order]

Consented to this ____ day of _____,
2016.

BROWNLEE LLP

Per: _____
Dan R. Peskett
Solicitors for to E-Construction Ltd.

Consented to this ____ day of _____,
2016.

**REYNOLDS MIRTH RICHARDS & FARMER
LLP**

Per: _____
Jeremy Taitinger
Solicitors for Regional Municipality of Wood
Buffalo

Consented to this ____ day of _____,
2016.

ROSE LLP

Per: _____
E. Jane Sidnell
Solicitors for Western Surety Company

Consented to this 29 day of April,
2016.

BLAKE CASSELS & GRAYDON LLP

Per: _____
R.D. Bell
Solicitors for Corix Water Products Limited
Partnership, Corix Water Products (GP), Corix
Infrastructure Inc.

Consented to this ____ day of _____,
2016.

McCARTHY TÉTRAULT LLP

Per: _____
Walker W. MacLeod
Solicitors for Alvarez & Marsal Canada Inc.

Consented to this ____ day of _____,
2016.

**NORTON ROSE FULBRIGHT CANADA
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Howard A. Gorman, QC
Solicitors for Royal Bank of Canada

Consented to this ____ day of _____,
2016.

DENTONS CANADA LLP

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Jonathan Hillson
Solicitors for Wilco Contractors Northwest
Inc.

Consented to this ____ day of _____,
2016.

FIELD LLP

Per: _____
J.J. Kowalchuk
Solicitors for Michels Canada Co.

[Signature Page to Consent Order]

Consented to this ____ day of _____,
2016.

BROWNLIE LLP

Per: _____
Dan R. Peskett
Solicitors for to E-Construction Ltd.

Consented to this ____ day of _____,
2016.

**REYNOLDS MIRTH RICHARDS & FARMER
LLP**

Per: _____
Jeremy Taitinger
Solicitors for Regional Municipality of Wood
Buffalo

Consented to this ____ day of _____,
2016.

ROSE LLP

Per: _____
E. Jane Sidnell
Solicitors for Western Surety Company

Consented to this ____ day of _____,
2016.

BLAKE CASSELS & GRAYDON LLP

Per: _____
R.D. Bell
Solicitors for Corix Water Products Limited
Partnership, Corix Water Products (GP), Corix
Infrastructure Inc.

Consented to this ____ day of _____,
2016.

McCARTHY TÉTRAULT LLP

Per: _____
Walker W. MacLeod
Solicitors for Alvarez & Marsal Canada Inc.

Consented to this ____ day of _____,
2016.

**NORTON ROSE FULBRIGHT CANADA
LLP**

Per: _____
Howard A. Gorman, QC
Solicitors for Royal Bank of Canada

Consented to this ____ day of _____,
2016.

DENTONS CANADA LLP

Per: _____
Jonathan Hillson
Solicitors for Wilco Contractors Northwest
Inc.

Consented to this 29 day of APRIL,
2016.

FIELD LLP

Per: _____
J.J. Kowalchuk
Solicitors for Michels Canada Co.

Schedule A
SETTLEMENT AGREEMENT

THIS AGREEMENT is made effective as of the 18th day of November, 2015.

AMONG:

SPRAGUE-ROSSER CONTRACTING CO. LTD., a corporation incorporated pursuant to the laws of the Province of Alberta, by and through **ALVAREZ & MARSAL CANADA INC.**, in its capacity as court-appointed receiver and manager of Sprague-Rosser Contracting Co. Ltd., and not in its personal or corporate capacity ("SRC")

- and -

REGIONAL MUNICIPALITY OF WOOD BUFFALO, a corporation incorporated pursuant to the provisions of the *Municipal Government Act*, RSA 2000, c M-26 ("RMWB")

WHEREAS, SRC and RMWB are Parties to the Contracts;

AND WHEREAS, pursuant to the Contracts SRC, as contractor, agreed to provide certain materials and services to RMWB, as owner, in accordance with the terms of the Contracts;

AND WHEREAS, throughout the terms of the Contracts, RMWB deposited certain Trust Funds, currently held by BWZ, in trust, in connection with the Contracts and the Projects;

AND WHEREAS, on or about February 24, 2014, RMWB terminated the Saline #3 Contract, effective February 24, 2014, without cause, in accordance with the terms and conditions of the Saline #3 Contract;

AND WHEREAS, on or about March 19, 2014, RMWB terminated the Abasand Contract and the Bridge Contract, effective March 21, 2014, without cause, in accordance with the terms and conditions of the Abasand Contract and the Bridge Contract;

AND WHEREAS, as a result of SRC's role as contractor under the Contracts, the subsequent termination of the Contracts, and certain actions or omissions on the part of RMWB with respect to the Contracts and the Projects, SRC is the holder of the SRC Claim against RMWB;

AND WHEREAS, as a result of its role as owner under the Contracts, the filing of certain Liens, and certain actions or omissions on the part of SRC with respect to the Contracts and the Projects, RMWB is the holder of the RMWB Claim against SRC;

AND WHEREAS, on or about July 31, 2014, SRC filed the Statement of Claim;

AND WHEREAS, similarly, on or about July 31, 2014, upon the application of the Royal Bank of Canada, the court granted the Receivership Order, appointing the Receiver as receiver and manager of SRC, in accordance with the terms therein;

AND WHEREAS, the Parties hereto wish to fully and finally settle and resolve any and all actual or potential disputes in connection with the SRC Claim and the RMWB Claim, all in accordance with the terms and conditions stated herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, each of the Parties covenant and agree as follows:

ARTICLE 1 CONSTRUCTION AND INTERPRETATION

1.1 Definitions

In this Agreement, including the aforementioned recitals, this Section 1.1, and any schedules attached hereto, unless the context otherwise requires, or unless otherwise defined herein, the following words and phrases shall have the following meanings:

- (a) "Abasand Contract" means, the 2011 Urban Infrastructure Rehabilitation Program Abasand Heights Contract, dated June 21, 2011, between RMWB, as owner, and SRC, as contractor, and including, but not limited to, any and all schedules, addendums, amendments, supplements, and any and all other documents, instruments, and contracts incorporated therein or related thereto;
- (b) "Affiliate" means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by, or is under common control with such Person. The term "control" as used in the preceding sentence means the possession, directly or indirectly, of the power to

direct or cause the direction of the management or policies of a Person whether through ownership of more than fifty percent (50%) of the voting securities of such Person, by contract or otherwise;

- (c) **"Agreement"** means, this agreement, as the same may be amended, modified, supplemented, or restated from time to time in accordance with the provisions hereof;
- (d) **"Applicable Laws"** means, in relation to any Person, asset, transaction, Contract, Project, event, or circumstance:
 - (i) statutes (including regulations enacted thereunder);
 - (ii) judgments, decrees, and orders of courts of competent jurisdiction;
 - (iii) regulations, orders, ordinances, and directives issued by Government Authorities;
 - (iv) the terms and conditions of all permits, licenses, approvals, and authorizations; and,
 - (v) common law, equity, or any other laws of any nature whatsoever;which are applicable to such Party, Person, asset, transaction, Contract, Project, event, or circumstance;
- (e) **"Approval Order"** has the meaning ascribed to it in Article 4.1 hereto;
- (f) **"BWZ"** means, Burstall Winger Zammit LLP, in its capacity as counsel for Sprague-Rosser Contracting Co. Ltd.;
- (g) **"Bridge Contract"** means, the Saline Creek Drive and Bridge Phase 1 Contract, dated June 6, 2012, between RMWB, as owner, and SRC, as contractor, and including, but not limited to, any and all schedules, addendums, amendments, supplements, and any and all other documents, instruments, and contracts incorporated therein or related thereto;
- (h) **"Contract"** means, either the Abasand Contract, the Bridge Contract, or the Saline #3 Contract, as the context may require, and **"Contracts"** means, collectively, the Abasand Contract, the Bridge Contract, and the Saline #3 Contract;

- (i) **"Court"** means, the Court of Queen's Bench of Alberta;
- (j) **"Government Authority"** means, any federal, national, provincial, territorial, municipal, or other government, any political subdivision thereof, and any ministry, sub ministry, agency or sub agency, court, board, bureau, office, or department, including any government owned entity, having jurisdiction over a Party, the Contracts, the Projects, or any transactions or process contemplated by this Agreement;
- (k) **"Order"** means, any order as may be granted or pronounced by any court of competent jurisdiction;
- (l) **"Party"** means, either SRC or RMWB, as the context may require, and **"Parties"** means both SRC and RMWB;
- (m) **"Persons"** means, any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Government Authority or any other entity capable of entering into a binding legal contract;
- (n) **"Project"** means, all of the projects, works, services, and materials contemplated by any of the Abasand Contract, the Bridge Contract, or the Saline #3 Contract, as the context may require, and **"Projects"** means, all of the projects, works, services, and materials contemplated by all of the Contracts;
- (o) **"RMWB Claim"** means, any and all present and future obligations, indebtedness, liabilities, covenants, agreements, claims, causes of action, and undertakings of SRC, which may be owing or become owing, or exist, now or hereafter, to or in favour of RMWB, including but not limited to any and all obligations, indebtedness, liabilities, covenants, agreements, claims, causes of action, and undertakings owed by SRC, to or otherwise available to RMWB under, pursuant to, or relating to any such claims, causes of action, agreements, instruments, or other documents which evidence claims or relate to the Contracts, the Projects or which may otherwise result from the mutual business relationship between SRC and RMWB with respect to the Contracts or the Projects wheresoever and

howsoever incurred or arising, whether direct or indirect, absolute or contingent, matured or not, extended or renewed, and any ultimate unpaid balance thereof;

- (p) **"Receiver"** means, Alvarez & Marsal Canada Inc., in its capacity as receiver and manager in accordance with the Receivership Order;
- (q) **"Receivership Order"** means, the order issued by the Court in the Receivership Proceedings on July 31, 2014, as amended, modified, or supplemented from time to time;
- (r) **"Receivership Proceedings"** means, the proceedings before the Court and identified as Court File No. 1403-10990;
- (s) **"Representatives"** means, with respect to any Party, its Affiliates, and the respective directors, officers, servants, agents, advisors, employees, consultants, and representatives of that Party and its Affiliates;
- (t) **"SRC Claim"** means, any and all present and future obligations, indebtedness, liabilities, covenants, agreements, claims, causes of action, and undertakings of RMWB which may be owing or become owing, or exist, now or hereafter, to or in favour of SRC, including but not limited to any and all obligations, indebtedness, liabilities, covenants, agreements, claims, causes of action, and undertakings owed by RMWB to or otherwise available to SRC under, pursuant to, or relating to any such claims, causes of action, agreements, instruments, or other documents which evidence claims or relate to the Contracts, the Projects or which may otherwise result from the mutual business relationship between SRC and RMWB with respect to the Contracts or the Projects wheresoever and howsoever incurred or arising, whether direct or indirect, absolute or contingent, matured or not, extended or renewed, and any ultimate unpaid balance thereof;
- (u) **"Saline #3 Contract"** means, the Saline Creek Contract #3 Contract, dated January 18, 2013, between RMWB, as owner, and SRC, as contractor, and including, but not limited to, any and all schedules, addendums, amendments, supplements, and any and all other documents, instruments, and contracts incorporated therein or related thereto;
- (v) **"Settlement Payment"** has the meaning given in Section 2.2 of this Agreement;

- (w) "Statement of Claim" means, the Statement of Claim, filed with the Court on July 31, 2014, by SRC, as plaintiff, against RMWB, E Construction, and Jack Farrar, as defendants, commencing the proceedings under court file number 1401-08353; and
- (x) "Trust Funds" means, the funds currently held in trust by BWZ with respect to the Contracts and Projects.

1.2 Construction

In this Agreement, unless otherwise expressly stated:

- (a) the headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning, interpretation, or construction of this Agreement;
- (b) whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning plural or feminine or referring to a body politic or corporate, and vice versa, as the context requires;
- (c) the words "hereto", "herein", "hereof", "hereby", "hereunder", and similar expressions refer to this Agreement and not to any particular provision of this Agreement;
- (d) reference to any Article, Section, or Schedule means an Article, Section, or Schedule of this Agreement unless otherwise specified;
- (e) if any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict; and
- (f) "include" and derivatives thereof shall be read as if followed by the phrase "without limitation".

1.3 References to Agreements and Enactments

Unless otherwise stated, references herein to any agreement, instrument, licence, or other document shall be deemed to include reference to such agreement, instrument, licence, or other document as the same may from time to time be amended, modified, supplemented, or

restated; and reference herein to any enactment shall be deemed to include reference to such enactment as re-enacted, amended, or extended from time to time and to any successor enactment.

ARTICLE 2 SETTLEMENT PAYMENT

2.1 General

Notwithstanding the terms of any agreements, instruments, or other documents giving rise to the RMWB Claim, the SRC Claim, or the Trust Funds, the Parties hereby agree that any and all of the Parties' rights, including the enforcement, payment, priority, allocation, or any and all rights, claims, or interests, associated with the RMWB Claim, the SRC Claim, and the Trust Funds, as between the Parties, shall be governed and determined, in accordance with the terms of this Agreement.

2.2 Payment

RMWB hereby covenants and agrees to pay SRC the amount of Cdn.\$4,000,000 (the "Settlement Payment") in accordance with the terms of the Approval Order and by way of certified cheque, bank draft, or wire transfer, on or before the date that is ten (10) business days from issuance of the Approval Order.

ARTICLE 3 SETTLEMENT AND RELEASE

3.1 Release of SRC Claim

In consideration of RMWB making the Settlement Payment and RMWB's release of the RMWB Claim in accordance with Section 3.2, SRC, on its behalf as well as on behalf of all of its respective directors, officers, employees, agents, Representatives, successors, affiliates, security holders, insurers, heirs, and assigns hereby releases and forever discharges RMWB and any and all of its elected officials, employees, agents, Representatives, successors, Affiliates, insurers, heirs, and assigns from any and all actions, liabilities, causes of action, claims, suits, proceedings, debts, contracts, complaints, demands, damages, interest, duties, costs, expenses, and compensation of whatsoever kind and howsoever arising, whether in law or in equity, whether at common law, under any legislation, Applicable Laws, or otherwise, whether known or unknown, and which SRC now has or at any time hereafter can, shall, or may have in any way resulting or arising from, or in any other way connected to, any matters

associated with the SRC Claim, the Contracts, the Projects, this Agreement, or any matters related thereto; provided, however, that nothing herein shall release or discharge RMWB from operating in accordance with this Agreement or prevent SRC from making any claim to the Wilco Lien Funds or the E Construction Lien Funds (as such terms are defined in the Approval Order).

3.2 Release of RMWB Claim

In consideration of SRC's release of the SRC Claim in accordance with Section 3.1, RMWB, on its behalf as well as on behalf of all of its respective elected officials, directors, officers, employees, agents, Representatives, successors, affiliates, security holders, insurers, heirs, and assigns hereby releases and forever discharges SRC, the Receiver, and any and all of their Representatives, administrators, employees, servants, agents, counsel, insurers, successors, heirs, and assigns from any and all actions, liabilities, causes of action, claims, suits, proceedings, debts, contracts, complaints, demands, damages, interest, duties, costs, expenses, and compensation of whatsoever kind and howsoever arising, whether in law or in equity, whether at common law, under any legislation, Applicable Laws, or otherwise, whether known or unknown, and which RMWB now has or at any time hereafter can, shall, or may have in any way resulting or arising from, or in any other way connected to, any matters associated with the RMWB Claim, the Contracts, the Liens, the Projects, this Agreement or any matters related thereto; provided, however, that nothing herein shall release or discharge SRC from operating in accordance with this Agreement.

ARTICLE 4 GENERAL

4.1 Court Approval

The obligation of the Parties to complete the transactions contemplated by Agreement is conditional on the granting of an Order of the Court approving this Agreement substantially in the form attached as Schedule "A" hereto or in a form as otherwise agreed to by each of the Parties (the "Approval Order"). In the event that the Approval Order is not obtained on or before February 15, 2016 this Agreement shall terminate and be of no force and effect and neither of the Parties shall have any claims, rights, liabilities or obligations hereunder.

4.2 Acknowledgment

The Parties acknowledge and agree that the facts as set out in the Recitals to this Agreement are true and accurate in all respects and the same are expressly incorporated into and form part of this Agreement.

4.3 No Waiver

No waiver by any Party of any breach of any of the terms, conditions, representations, or warranties in this Agreement shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

4.4 Non-Merger

The provisions contained in this Agreement shall survive the closing of the transactions contemplated hereby and shall not merge upon any transfer or other document or instrument in connection herewith. Without limiting the generality of the foregoing, the liability of any Party for any breach of any of its representations, warranties, covenants, agreements, releases, or other obligations hereunder, in accordance with its terms, as contemplated herein, shall not be extinguished or in any manner diminished by such completion.

4.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and the Parties agree and confirm that this Agreement cancels and supersedes any prior understandings and agreements between the Parties hereto with respect to the subject matter hereof. No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties.

4.6 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of Alberta. Each party hereto irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta.

4.7 Severability

In the case any of the provisions of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

4.8 Further Assurances

Each of the Parties shall from time to time and at all times on and after the date hereof, without further consideration, do and perform all such further acts and things, and execute and deliver all such further agreements, assurances, notices, releases, and other documents and instruments, at their own expense, as may reasonably be required to more fully give effect to the intent and purpose of this Agreement.

4.9 Counterpart Execution

This Agreement may be executed in counterparts and all executed counterparts together shall constitute one agreement. This Agreement shall be binding upon any Party upon such Party's execution and delivery of this Agreement in accordance with the terms herein.

4.10 Electronic Execution

Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement as of the date first above written.

SPRAGUE-ROSSER CONTRACTING CO. LTD. by its court appointed receiver and manager **ALVAREZ & MARSAL CANADA INC.**, in its capacity as court appointed receiver and manager of all of the assets, properties, and undertakings of Sprague-Rosser Contracting Co. Ltd., and not in its personal capacity

Per: _____
[Name]
[Title]

Per: _____
[Name]
[Title]

REGIONAL MUNICIPALITY OF WOOD BUFFALO

Per: _____
[Name]
[Title]

Per: _____
[Name]
[Title]

- 27 -

Schedule A
FORM OF APPROVAL ORDER

Schedule B
SALINE 3 LANDS

TITLE NUMBER 49892SNP

FIRST

MERIDIAN 4 RANGE 9 TOWNSHIP 89
SECTION 2
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND

MERIDIAN 4 RANGE 9 TOWNSHIP 89
SECTION 2
ALL THAT PORTION OF THE SOUTH EAST QUARTER
LYING NORTH OF CLEARWATER RIVER AS SHOWN ON A PLAN OF SURVEY DATED 27TH
DAY OF FEBRUARY, 1914, CONTAINING 5.02 HECTARES (12.4 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER: 062 174 805 +8

MERIDIAN 4 RANGE 9 TOWNSHIP 89
SECTION 2
ALL THAT PORTION OF THE NORTH WEST QUARTER
WHICH LIES SOUTH AND WEST OF ROAD PLAN 7922318
CONTAINING 26.8 HECTARES (66.22 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

	HECTARES (ACRES)	MORE OR LESS
A) PLAN 0621943 SUBDIVISION	2.34	5.78

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER: 962 024 141 +5

ALL THAT PORTION OF THE NORTH WEST QUARTER OF SECTION TWO (2)
TOWNSHIP EIGHTY NINE (89)
RANGE NINE (9)
WEST OF THE FOURTH MERIDIAN
LYING NORTH AND EAST OF ROAD PLAN 7922318 AND LYING WEST OF THE
LEFT BANK OF CLEARWATER RIVER AS SHOWN ON TOWNSHIP PLAN DATED
27 FEBRUARY 1914, CONTAINING 33.42 HECTARES (82.6 ACRES) MORE OR
LESS
EXCEPTING THEREOUT: A) 3.78 HECTARES (9.35 ACRES) MORE OR LESS
AS SHOWN ON RAILWAY PLAN 4345CL
B) 1.62 HECTARES (4.02 ACRES) MORE OR LESS DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH WEST CORNER OF THE SAID QUARTER SECTION

THENCE EASTERLY ALONG THE NORTH BOUNDARY OF THE SAID QUARTER SECTION TWO HUNDRED AND FIFTY (250) FEET THENCE SOUTHERLY AND PARALLEL TO THE WEST BOUNDARY OF THE SAID QUARTER SECTION SEVEN HUNDRED (700) FEET THENCE WESTERLY AND PARALLEL TO THE SAID NORTH BOUNDARY TO A POINT ON THE SAID WEST BOUNDARY THENCE NORTHERLY ALONG THE SAID WEST BOUNDARY TO THE POINT OF COMMENCEMENT. EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER 962 024 349

MERIDIAN 4 RANGE 9 TOWNSHIP 89
SECTION 11

ALL THAT PORTION OF THE SOUTH WEST QUARTER WHICH LIES TO THE SOUTH OF THE LEFT BANK OF THE CLEAR WATER RIVER AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP DATED 27 FEBRUARY 1914

CONTAINING 36.643 HECTARES (90.60 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

- (A) 1.83 ACRES MORE OR LESS TAKEN FOR RIGHT OF WAY AND 0.39 OF AN ACRE MORE OR LESS TAKEN FOR EXTRA LAND OF THE ALBERTA AND GREAT WATERWAYS RAILWAY AS SHOWN ON RAILWAY PLAN 4345CL
- (B) ALL THAT PORTION OF THE SAID QUARTER SECTION DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE LEFT BANK OF THE CLEAR WATER RIVER AS SHOWN ON THE SAID PLAN OF SURVEY, WITH THE WEST BOUNDARY OF THE SAID QUARTER SECTION, THENCE SOUTHERLY ALONG THE SAID WEST BOUNDARY 90 FEET MORE OR LESS TO AN IRON POST, THENCE SOUTH EASTERLY ALONG A STRAIGHT LINE MAKING AN ANGLE OF 74 DEGREES AND 3 MINUTES WITH THE SAID WEST BOUNDARY 405.5 FEET MORE OR LESS TO AN IRON POST, THENCE NORTHERLY AND PARALLEL WITH THE SAID WEST BOUNDARY 90 FEET MORE OR LESS TO THE SAID LEFT BANK OF THE CLEAR WATER RIVER, THENCE NORTH WESTERLY ALONG THE SAID LEFT BANK AND FOLLOWING THE SINUOSITIES THEREOF, TO THE POINT OF COMMENCEMENT, CONTAINING (0.81 OF AN ACRE) MORE OR LESS, AS SHOWN ON FILED PLAN 1659EU
- (C) ALL THAT PORTION OF PARCEL B AS SHOWN ON FILED PLAN 1551KS IN THE SAID QUARTER SECTION, WHICH LIES SOUTH AND EAST OF PARCEL (A) AS SHOWN ON FILED PLAN 1659EU AND SOUTH OF THE LEFT BANK OF THE CLEAR WATER RIVER AS SHOWN ON SAID PLAN OF SURVEY, THE LAND HEREBY DESCRIBED CONTAINING 3.79 ACRES MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS

Schedule C
WILCO LANDS

TITLE NUMBER 962 024 152 +9

FIRSTLY

MERIDIAN 4 RANGE 9 TOWNSHIP 89
SECTION 10
ALL THAT PORTION OF SOUTH EAST QUARTER
WHICH LIES SOUTH AND WEST OF SUBDIVISION PLAN 315TR
AND NORTH AND WEST OF SUBDIVISION PLAN 3969ET

EXCEPTING THEREOUT:

A) ALL THAT PORTION DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH WESTERLY LIMIT OF
MCPHEE STREET WITH PRODUCTION NORTH WESTERLY OF THE NORTH EAST
BOUNDARY OF BLOCK 15 AS SHOWN ON SUBDIVISION PLAN 3969ET; THENCE
NORTH WESTERLY ALONG THE SAID PRODUCTION 250 FEET; THENCE SOUTH
WESTERLY AND PARALLEL TO THE NORTH WESTERLY LIMIT OF SAID MCPHEE
STREET TO A POINT ON THE PRODUCTION NORTH WESTERLY OF THE SOUTH
WESTERLY BOUNDARY OF SAID BLOCK 15; THENCE SOUTH EASTERLY ALONG THE
SAID PRODUCTION TO ITS INTERSECTION WITH THE SAID NORTH WESTERLY LIMIT
OF MCPHEE STREET; THENCE NORTH EASTERLY ALONG THE SAID LIMIT OF MCPHEE
STREET TO THE POINT OF COMMENCEMENT; CONTAINING 1.5 ACRES MORE OR LESS.
EXCEPTING THEREOUT ALL MINES AND MINERALS

SECONDLY

MERIDIAN 4 RANGE 9 TOWNSHIP 89
SECTION 10
ALL THAT PORTION OF THE SOUTH EAST QUARTER OF SECTION 10
WHICH IS BOUNDED ON THE SOUTH BY THE SOUTH BOUNDARY OF
THE SAID QUARTER SECTION AND ON THE NORTH EAST AND NORTH WEST
RESPECTIVELY BY HUGHES AVENUE AND PARK STREET AS SHOWN ON
SUBDIVISION PLAN 3969ET
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER 962 024 118 +9

ALL THAT PORTION OF THE SOUTH EAST QUARTER OF SECTION TEN (10)
TOWNSHIP EIGHTY NINE (89)
RANGE NINE (9)
WEST OF THE FOURTH MERIDIAN
DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EASTERLY BOUNDARY
OF SAID QUARTER SECTION FOUR HUNDRED AND FORTY FIVE (445) FEET
NORTHERLY ALONG THE SAID EASTERLY BOUNDARY THEREOF FROM ITS
INTERSECTION WITH THE CENTRE LINE OF THE NORTHERN ALBERTA RAILWAYS
COMPANYS RAILWAY AS SHOWN ON RAILWAY PLAN 4345CL THENCE

NORTHWESTERLY ON AN ANGLE WITH THE SAID EASTERLY BOUNDARY OF SAID
QUARTER SECTION SEVENTEEN (17) DEGREES THIRTY (30) MINUTES ONE HUNDRED
AND NINETY FIVE (195) FEET, THENCE NORTHERLY AND PARALLEL TO THE SAID
EASTERLY BOUNDARY OF SAID QUARTER SECTION ONE HUNDRED AND SEVENTY SIX
(176) FEET, MORE OR LESS TO THE CLEARWATER RIVER AS SHOWN ON SAID
RAILWAY PLAN 4345CL, THENCE EASTERLY FOLLOWING THE SOUTHERLY BOUNDARY
OF THE SAID RIVER AS SHOWN ON SAID PLAN TO THE EASTERLY BOUNDARY OF THE
SAID QUARTER SECTION, THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF
SAID QUARTER SECTION TO THE POINT OF COMMENCEMENT,
CONTAINING 0.134 HECTARES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

Schedule D
E CONSTRUCTION LIENED LANDS

TITLE NUMBER: 052 184 895

FIRST

ALL THAT PORTIONS OF THE NORTH WEST QUARTER OF SECTION TEN (10)
TOWNSHIP EIGHTY NINE (89)
RANGE NINE (9)
WEST OF THE FOURTH MERIDIAN, LYING TO THE SOUTH OF THE CLEARWATER
RIVER AND OF THE HANGINGSTONE CREEK,

EXCEPTING THEREOUT:

- A. 0.745 HECTARES (1.84 ACRES) MORE OR LESS, FOR ROAD AS SHOWN ON
ROAD PLAN 5151CL
- B. 0.914 HECTARES (2.26 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN
948MC
- C. 2.72 HECTARES (6.74 ACRES) MORE OR LESS, FOR ROAD, AND 0.806 HECTARES
(1.99 ACRES) MORE OR LESS, FOR CONNECTING ROAD BOTH AS SHOWN ON PLAN
607OLZ
- D. 6.63 HECTARES (16.39 ACRES) MORE OR LESS AS SHOWN ON PLAN 315TR
- E. 1.36 HECTARES (3.38 ACRES) MORE OR LESS AS SHOWN ON PLAN 3094TR
- F. 0.717 HECTARES (1.77 ACRES) MORE OR LESS AS SHOWN ON SUBDIVISION
PLAN 7822530
- G. 3.98 HECTARES (9.84 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN
8322453
- H. 0.751 HECTARES (1.86 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN
0522425

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND

ALL THAT PORTION OF THE NORTH EAST QUARTER OF SECTION TEN (10)
TOWNSHIP EIGHTY NINE (89)
RANGE NINE (9)
WEST OF THE FOURTH MERIDIAN, LYING TO THE SOUTH OF THE CLEARWATER
RIVER AND OF THE HANGINGSTONE CREEK

EXCEPTING THEREOUT:

- A. 0.765 HECTARES (1.89 ACRES) MORE OR LESS, FOR RIGHT OF WAY AND
0.392 HECTARES (0.97 ACRES) MORE OR LESS, FOR EXTRA RIGHT OF WAY
OF THE ALBERTA AND GREAT WATERWAYS RAILWAY, AS SHOWN ON RAILWAY PLAN
4345CL
 - B. 3.56 HECTARES (8.68 ACRES) MORE OR LESS, AS SHOWN ON PLAN 315TR
- EXCEPTING THEREOUT ALL MINES AND MINERALS

THIRD

THE SOUTH WEST QUARTER OF SECTION TEN (10)
TOWNSHIP EIGHTY NINE (89)
RANGE NINE (9)
WEST OF THE FOURTH MERIDIAN,

EXCEPTING THEREOUT:

- A. 0.312 HECTARES (0.77 ACRES) MORE OR LESS, FOR ROAD, AS SHOWN ON ROAD PLAN 5151CL
- B. 0.506 HECTARES (1.25 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 1155MC
- C. LEGAL SUBDIVISIONS THREE (3), FOUR (4) AND FIVE (5) CONTAINING 48.6 HECTARES (120 ACRES) MORE OR LESS
- D. 3.36 HECTARES (8.30 ACRES) MORE OR LESS, AS SHOWN ON PLAN 6070LZ
- E. 0.514 HECTARES (1.27 ACRES) MORE OR LESS, UNDER REPLOT PLAN 315TR
- F. 1.47 HECTARES (3.64 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 8322453
- G. 0.080 HECTARES (0.20 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 0522425

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER 062 431 844

PLAN 4345CL

RAILWAY RIGHT OF WAY AND EXTRA RIGHT OF WAY WITHIN
MERIDIAN 4 RANGE 9 TOWNSHIP 89
COMPRISING PARTS OF:

SECTION	HECTARES (ACRES)	MORE OR LESS
S.E. 10	12.53	30.96
N.E. 10	1.16	2.86

EXCEPTING THEREOUT (A) OUT OF THE SE 10, ALL THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EASTERLY BOUNDARY OF THE SAID QUARTER SECTION, FOUR HUNDRED AND FORTY FIVE (445) FEET MEASURED NORTHERLY ALONG THE SAID EASTERLY BOUNDARY OF SAID QUARTER FROM ITS INTERSECTION WITH THE CENTRE LINE OF THE NORTHERN ALBERTA RAILWAYS COMPANY'S RAILWAY, AS THE SAID RAILWAY IS SHOWN ON PLAN 4345CL; THENCE NORTHWESTERLY ON AN ANGLE WITH THE SAID EASTERLY BOUNDARY OF SAID QUARTER SECTION 17 DEGREES 30 MINUTES FOR A DISTANCE OF ONE HUNDRED AND NINETY FIVE (195) FEET; THENCE NORTHERLY AND PARALLEL TO THE SAID EASTERLY BOUNDARY OF SAID QUARTER FOR A DISTANCE OF ONE HUNDRED AND SEVENTY SIX (176) FEET MORE OR LESS TO THE CLEARWATER RIVER, AS SHOWN ON PLAN 4345CL AFORESAID; THENCE EASTERLY FOLLOWING THE SOUTHERLY BOUNDARY OF THE SAID RIVER AS SHOWN ON SAID PLAN TO THE EASTERLY BOUNDARY OF SAID QUARTER SECTION; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID QUARTER SECTION TO THE POINT OF COMMENCEMENT, CONTAINING BY ADMEASUREMENT 0.134 HECTARES (0.33 ACRES) MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER: 952 162 454

PLAN 4345CL

RAILWAY RIGHT OF WAY AND EXTRA RIGHT OF WAY WITHIN

COMPRISING PARTS OF:

SECTION	HECTARES	ACRES (MORE OR LESS)
N.W. 2	3.78	9.35
S.W. 11	0.898	2.22

EXCEPTING THEREOUT ALL MINES AND MINERALS