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CLAIMANT'S GUIDE TO COMPLETING THE PROOF OF CLAIM FORM FOR CLAIMS AGAINST H.B. WHITE CANADA CORP. ("HBW")

This Guide has been prepared to assist Claimants in filling out the Proof of Claim form for Claims against HBW. If you have any additional questions regarding completion of the Proof of Claim, please consult the Monitor's website at <u>www.alvarezandmarsal.com/hbwhite</u> or contact the Monitor, whose contact information is set out below.

Additional copies of the Proof of Claim may be found at the Monitor's website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on July 7, 2016 (the "Claims Procedure Order"), the terms of the Claims Procedure Order will govern.

All Proofs of Claim for Restructuring Period Claims (i.e. Claims against HBW arising on or after July 7, 2016) must be received by the Monitor on the later of (i) 30 days after the date on which the Monitor sends a Claims Package in respect of a Restructuring Period Claim and (ii) the Claims Bar Date. If you do not file a Proof of Claim in respect of any such Restructuring Period Claims by the Restructuring Period Claims Bar Date, you shall not be entitled to vote at any meeting of creditors regarding the plan of compromise or arrangement being proposed by HBW or participate in any distribution under such plan in respect of such Restructuring Period Claims and any such Claims you may have against HBW and/or any of the Directors and Officers of HBW shall be forever extinguished and barred.

Section 1(a) - ORIGINAL CLAIMANT

- 1. A separate Proof of Claim must be filed by each legal entity or person asserting a claim against HBW.
- 2. The Claimant shall include any and all Claims it asserts against HBW, in a single Proof of Claim.
- 3. The full legal name of the Claimant must be provided.
- 4. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
- 5. If the Claim has been assigned or transferred to another party, Section 1(b) must also be completed.
- 6. Unless the Claim is assigned or transferred, all future correspondence, notices, etc. regarding the Claim will be directed to the address and contact indicated in this section.

SECTION 1(b) - ASSIGNEE

- 7. If the Claimant has assigned or otherwise transferred its Claim, then Section 1(b) must be completed in addition to Section 1(A).
- 8. The full legal name of the Assignee must be provided.
- 9. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
- 10. If the Monitor in consultation with HBW is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the Claim will be directed to the Assignee at the address and contact indicated in this section.

SECTION 2 - AMOUNT OF CLAIM OF CLAIMANT AGAINST HBW

11. Indicate the amount HBW was and still is indebted to the Claimant in the Amount of Claim column, including interest up to and including the Filing Date of July 7, 2016.

Currency

- 12. The amount of the Claim must be provided in the currency in which it arose.
- 13. Indicate the appropriate currency in the Currency column.
- 14. If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
- 15. If necessary, currency will be converted to Canadian dollars in accordance with the Claims Procedure Order.

Unsecured Claim

16. Check this box ONLY if the Claim recorded on that line is an unsecured claim.

Secured Claim

17. Check this box ONLY if the Claim recorded on that line is a secured claim. If the Claim is a Construction Lien Claim, check this box.

SECTION 3 - DOCUMENTATION

18. Attach to the Proof of Claim form all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claim assignment/transfer agreement or similar document, if applicable and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by HBW to the Claimant and estimated value of such security.

19. If the Claim is a Filed Construction Lien Claim, supporting documentation filed with the Proof of Claim should include: a copy of the contract or subcontract, a detailed summary of any change orders and amendments, a statement of account that includes dates and amounts of payments received, and any other documentation or information that may reasonably be required to determine the Filed Construction Lien Claim.

SECTION 4 - CERTIFICATION

- 20. The person signing the Proof of Claim should:
 - a. be the Claimant or authorized representative of the Claimant;
 - b. have knowledge of all the circumstances connected with this Claim;
 - c. assert the Claim against the Debtor as set out in the Proof of Claim and certify all supporting documentation is attached; and
 - d. have a witness to its certification.
- 21. By signing and submitting the Proof of Claim, the Claimant is asserting the Claim against the HBW.

SECTION 5 - FILING OF CLAIM

22. The Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on August 22, 2016 (the "Claims Bar Date") by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

Alvarez & Marsal Canada Inc., H.B. White Canada Corp. Monitor Royal Bank Plaza, South Tower 200 Bay Street, Suite 2900, P.O. Box 22 Toronto, ON Canada M5J 2J1 Attention: Joshua Nevsky Email: monitor.hbwhite@alvarezandmarsal.com Fax No.: 416.847.5201

Failure to file your Proof of Claim so that it is <u>actually received</u> by the Monitor on or before 5:00 p.m., on the Claims Bar Date will result in your claim being barred and you will be prevented from making or enforcing a Claim against HBW. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a creditor in the HBW CCAA proceedings.