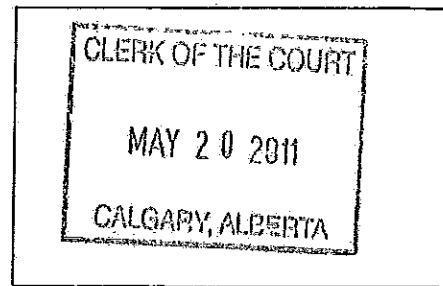


I hereby certify this to be a true copy of
the original *Order*
Dated this *10* day of *May 2011*
S. J. Shokman
for Clerk of the Court

Clerk's stamp:



| | |
|--|---|
| COURT FILE NUMBER | 1101-04438 |
| COURT | Court of Queen's Bench |
| JUDICIAL CENTRE | Calgary |
| PLAINTIFF(S) | SERVUS CREDIT UNION LTD. |
| DEFENDANT(S) | CALIBER SYSTEMS INC. |
| APPLICANT(S) | THE GUARANTEE COMPANY OF NORTH AMERICA and WESTERN SURETY COMPANY |
| DOCUMENT | ORDER |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PERSON FILING THIS DOCUMENT | Jean van der Lee, Q.C. Field LLP Barristers and Solicitors 400, 604 - 1 Street SW Calgary, AB T2P 1M7 Ph: (403) 260-8520 Fax: (403) 264-7084 File No. 2829-14 JCV |

| | |
|--------------------------------------|------------------------------|
| DATE ON WHICH ORDER WAS PRONOUNCED: | MAY 18, 2011 |
| LOCATION WHERE ORDER WAS PRONOUNCED: | CALGARY, ALBERTA |
| NAME OF JUSTICE WHO MADE THIS ORDER: | MADAM JUSTICE B.E.C. ROMAINE |

UPON THE APPLICATION of The Guarantee Company of North America ("GCNA") and Western Surety Company ("Western Surety") (collectively, the "Sureties"); AND UPON hearing counsel for GCNA and Western Surety; AND UPON hearing counsel for the Receiver,

PricewaterhouseCoopers Inc. ("PWC"), Servus Credit Union Ltd. ("Servus"), GE Family of Companies ("GE Capital"), Caliber Systems Inc. (the "Debtor") and any other counsel appearing at the hearing of the within application;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Time for service of the notice of application and supporting materials is hereby abridged, to the extent necessary, and service thereof is deemed good and sufficient.
2. All capitalized terms used in this Order and not otherwise defined shall have the same meaning given to them in the Consent Receivership Order or Affidavits filed by GCNA and Western Surety in support of the present Order.
3. The Consent Receivership Order is hereby varied and amended as provided for herein effective May 19, 2011.
4. Nothing in the Consent Receivership Order shall be considered or deemed to affect or interfere in any way with the Sureties' right and ability to attend on or investigate any Project or Bonded Contract including obtaining documents and information from the Debtor or from any obligee or claimant, as those terms are defined in the Bonds, in regard to the Projects and Bonded Contracts.
5. Any Person shall forthwith advise the Sureties of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Sureties or permit the Sureties to make, retain or take away copies thereof and grant to the Sureties unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Sureties due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise any Persons in possession or control of such Records shall forthwith give unfettered access to the Sureties for the purpose of allowing the Sureties to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Sureties in their discretion deem expedient, and shall not alter, erase or

destroy any Records without the prior written consent of the Sureties. Further, for the purposes of this paragraph, any Person in possession or control of the Records shall provide the Sureties with all such assistance in gaining immediate access to the information in the Records as the Sureties may in their discretion require including providing the Sureties with instructions on the use of any computer or other system and providing the Sureties with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. The stay and suspension of rights and remedies against the Debtor, the Receiver or affecting the Property imposed by paragraphs 9 to 11 inclusive of the Consent Receivership Order is hereby lifted, vacated and set aside to the extent that such rights or remedies arise from or in any way relate to the Bonds, the IAs or the Bonded Contracts, provided that nothing herein shall be considered to affect or alter priority of any party to the contract funds or entitle the Sureties to use contract funds otherwise owing to the Debtor to complete work in the Bonded Contracts without prior notice to and consent of the Receiver or further Order of the Court.
8. All Persons, including in particular the Sureties and the obligees and claimants as those terms are defined in the Bonds, shall be entitled to exercise such rights and remedies and shall be entitled to discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Debtor as they may have or be entitled to exercise against the Debtor, the Receiver or the Property in law or in equity or by statute arising from or in any way relating to the Bonds, the IAs or the Bonded Contracts.
9. The Receiver shall not take any further steps to demand or collect contract funds under the Bonded Contracts from any party, including the owners of the projects or other obligees under the Bonds.
10. The Receiver shall provide notice to and account to the affected Surety for any materials recovered or taken into possession by the Receiver in respect to a Bonded Contract and shall not sell or otherwise dispose of such materials without prior notice to and consent of the affected Surety or further order of the Court.
11. The Receiver shall provide notice to and account to the affected Surety for any monies or accounts received or collected by the Receiver in respect of a Bonded Contract, and shall deposit any such monies or accounts received into a separate interest bearing account and shall not apply or use the funds in any way without prior notice to and consent of the affected Surety or further order of the Court.

12. The within Order may be consented to or otherwise endorsed via counterpart and by electronic signature, including without limitation, pdf or facsimile.



**APPROVED AS TO FORM
AND CONTENT:**

Field LLI

Per: Jean C. Lee
Jean van der Lee
Solicitors for The Guarantee Company of
North America and Western Surety Company

Macleod Dixon LLP

Per: _____
Howard Gorman
Solicitors for PricewaterhouseCoopers Inc.

McCarthy Tetrault LLP

Per: _____
Sean Collins
Solicitors for GE Family of Companies

Borden Ladner Gervais LLP

Per: _____
John Ireandia
Solicitors for Servus Credit Union

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Justice of the Court of Queen's Bench of Alberta

**APPROVED AS TO FORM
AND CONTENT:**

Field LLP

Per:

Jean van der Lee
Solicitors for The Guarantee Company of
North America and Western Surety Company

Macleod Dixon LLP

Per:

Howard Gorman
Solicitors for PricewaterhouseCoopers Inc.

McCarthy Tetrault LLP

Per:

Sean Collins
Solicitors for GE Family of Companies - Canada Equipment Financing L.P.
and related GE entities

Borden Ladner Gervais LLP

Per:

John Ircandia
Solicitors for Servus Credit Union

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Justice of the Court of Queen's Bench of Alberta

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AND CONTENT:**

Field LLP

Per: _____
Jean van der Lee
Solicitors for The Guarantee Company of
North America and Western Surety Company

Macleod Dixon LLP

Per: _____
Howard Gorman
Solicitors for PricewaterhouseCoopers Inc.

McCarthy Tetrault LLP

Per: _____
Sean Collins
Solicitors for GE Family of Companies

Borden Ladner Gervais LLP

Per: _____
John Ircandia
Solicitors for Servus Credit Union

Caliber Systems Bond Information

| Bond No. | Job No. | Date(s) | Contract Description | Type of Obligee | Bond Amount |
|--|---------|-----------|---|--|---|
| Caliber Systems Inc. Contract Bonds | | | | | |
| ES1092266 | 8051 | 30-Oct-08 | Contract No. 7518 /08 Asphalt Concrete Pavement and Other Work | HMTQ Alberta Infrastructure and Transportation | 50% Perf 50% L&M \$ 2,826,523 |
| ES1092279 | 7065 | 13-Nov-08 | East Calgary Regional Water Pipeline Contract 8 Part 1 From Range Road 283 (Rainbow Road) to Range Road 274 | Town of Strathmore | 50% Perf 50% L&M \$ 3,979,896 |
| ES1093623 | 9008 | 20-Jan-09 | Contract No. 7783/08 Grade Widening, Bridge Culvert Installation, GBC, ACP, Street Lighting & O/W Southern Region | HMTQ Alberta Minister of Transportation | 50% Perf 50% L&M \$ 9,268,326 |
| ES1095713 | 9009 | 2-Feb-09 | Tender No. 08-8177 Contract for Digested Sludge Force Main from the Bonnybrook WWTP to the Shepard Lagoons | The City of Calgary | 50% Perf 50% L&M \$ 6,876,872 |
| ES1102260 | 9026 | 28-Jun-09 | Carseland-Bow River Headworks System Rehabilitation, Travers Reservoir Structures, Stage 1 Main Embankment Rehabilitation Tender No. 7724/09 | HMTQ Alberta Infrastructure and Transportation | 50% Perf 50% L&M \$ 5,042,970 |
| ES1103061 | 9019 | 21-Jul-09 | Earthworks, Deep Utilities & Surface Construction of 40404 Bowness Road Calgary, Alberta | Cambrion Medical Group c/o D A Walt Consulting | 50% Perf \$ 979,079 |
| ES1109236 | 10001 | 16-Dec-09 | East Balzac Water Supply Project Transmission Main | Rocky View County | 50% Perf 50% L&M \$ 3,333,094 |
| ES1109245 | 10002 | 12-Jan-10 | Tender No. 09-9175 Construction of Lakeview Storm System Improvements Phase 1 | The City of Calgary | 50% Perf \$ 5,936,086 |
| ES1109246 | 10009 | 21-Jan-10 | Contract No. 7502/09 Lethbridge Northern Headworks Canal System Various Upgrades - Part 1 | HMTQ Alberta Transportation | 50% Perf 50% L&M \$ 693,200 |
| ES1112523 | 10023 | 22-Apr-10 | Subcontract No. 201024-01 Contract No. 7718/10 Grade Widening, Bridge Culverts, Granular Base Course, Asphalt Concrete Pavement and other Work 9:02 N. of JCT Hwy. 1 to N. of JCT Hwy. 666 (9:02) Kilometre 0,800 to Kilometre 22,000 Southern Region | Southrock Ltd. | 50% Perf \$ 2,058,226 |
| ES1115017 | 10020 | 9-Apr-10 | Petroleum Storage & Distribution Terminal Range Road #264 & Township Road #264 & Township Road #221 Four Miles West of Carseland, Alberta SW9-22-26 W4M (South of CP Rail) & Block 2 Plan 931 0084 | Federated Co-operatives Limited | 50% Perf 50% L&M \$ 2,176,357 |
| ES1115043 | 10026 | 30-Jun-10 | The City of Calgary - Contract 96 Ave. N.E, Extanston and Deerfoot Trail/Airport Trail Interchange Upgrade Tender No. 10-1028, AECON Job No. 6517 | AECON Construction Management Inc. | 50% Perf \$ 884,681 |
| ES1117102 | 10030 | 19-Jul-10 | St. Mary's Campus Watermain | St. Mary's University College | 50% Perf 50% L&M \$ 266,588 |
| ES1117110 | 10029 | 7-Jul-10 | Suncor Wintering Hills Power Project - Civil Works and Underground Cable, Contract: 333826-C0001 | Ledcor CM Ltd. | 100% Perf 50% L&M \$ 6,174,163 / \$3,087,081 |

| | | | | | | |
|-----------|-------|-----------|--|--|---------------------|--------------|
| ES1117779 | 10031 | 13-Jul-10 | Tender No. 7725/10 - Carseland - Bow River Headworks System Rehabilitation | Graham Infrastructure, A JV #ES123432 | 50% Perf | \$ 2,075,285 |
| ES1117785 | 10036 | 27-Aug-10 | Secondary a Canal Rehabilitation Strathmore to Highway No. 1 Contract A | Western Irrigation District # ES005410 | 50% Perf 50% L&M | \$ 871,556 |
| ES1117786 | 10036 | 27-Aug-10 | Secondary a Canal Rehabilitation Strathmore to Highway No. 1 Contract B | Western Irrigation District # ES005410 | 50% Perf 50% L&M | \$ 990,853 |
| ES1119033 | 10034 | 25-Aug-10 | Highway 543 Extension Design Build Contract | Graham Infrastructure, A JV #ES123432 | 50% Perf | \$ 1,154,980 |
| ES1119046 | 10039 | 13-Oct-10 | 7th Avenue LRT Refurbishment - Phase 02, Block A Tender Package #1.0, Contract #2650 - 010500 | Cana Management Ltd. and the City of Calgary | 50% Perf 50% L&M | \$ 766,713 |
| ES1119051 | 10038 | 12-Oct-10 | East Balzac Campus - Underground Utilities & Earthworks | Rocky View County | 50% Perf 50% L&M | \$ 704,894 |
| ES1120505 | 10041 | 22-Oct-10 | Corrugated Steel Pipe and Other Work 77017, SSW 30-14-16-W4 | Municipal District of Taber #ES011026 | 50% Perf 50% L&M | \$ 164,502 |
| ES1111173 | 10012 | 23-Feb-10 | Contract 3002-02600 7th Ave. LRT Refurbishment Phase 3-G | Cana Management Ltd. and the City of Calgary | 50% Perf 50% L&M | \$ 87,271 |
| ES1117778 | 10033 | 19-Aug-10 | Wesview Business Park - Road Works and Utilities | Standard General Inc. | 50% Perf | \$ 242,651 |
| ES1111185 | 0 | 18-Mar-10 | Subcontract No. CR2927-0005 Contract No. 7614/09 for Asphalt concrete Pavement, Cold Milling and Other work in Southern Region | Riverside Contracting (Montana Inc.) | 50% Perf 50% L&M | \$ 69,683 |
| ES1095729 | 0 | 4-Mar-09 | Suncild Road Hwy 1.1 Grading and other work | Clearwater County 4340 | 50% Perf 50% L&M | \$ 2,209,572 |
| ES1077594 | 0 | 10-Dec-07 | 15 Street Sanitary Sewer Upgrade Open Cut Contract | City of Calgary | 50% Perf | \$ 2,993,211 |
| ES1091026 | 0 | 16-Oct-08 | Coventry Hills Stormwater Quality retrofit Wet Pond | City of Calgary | 50% Perf | \$ 866,382 |
| ES1088320 | 0 | 10-Sep-08 | Tender No. 08-8151 Construction of Stormwater Quality Retrofits at Fish Creek | City of Calgary | 50% Perf | \$ 1,215,334 |

JSA Construction Inc.

| | | | | | | |
|-----------|---|----------|--|----------------------------------|---------------------|--------------|
| ES1093609 | 0 | 3-Dec-08 | Tres Rios Restoration Project Contract Number 208056-017 Job Number 208056 | Archer Western Contractors, Ltd. | 50% Perf 50% L&M | \$ 2,161,559 |
|-----------|---|----------|--|----------------------------------|---------------------|--------------|

Caliber Systems Inc. Contract Bond - Warrantee Exposure

| | | | | | | |
|-----------|------|-----------|--|--|---------------------------|--------------|
| ES1082476 | 0 | 15-Apr-08 | Contract No. 7704 /08 Grading, CBC, ACPStreet lighting and other work Edmonton Calgary Highways | HMTQ Alberta Infrastructure and Transportation | 50% Perf 50% L&M | \$ 7,444,664 |
| ES1111174 | 0 | 24-Feb-10 | Contract for the Digested Sludge Force main from the BonnyBrock WWTP to Shepard Lagoons Contract No. 08-817 | City of Calgary | Release of Hold Back | \$ 1,175,374 |
| ES1111175 | 9009 | 24-Feb-10 | Tender No. 7724/09 Carseland-Box River Headworks System Rehabilitation, Travers Reservoir Structures, Stage 1 Main Embankment Rehabilitation | Her Majesty the Queen | 100% Release of Hold Back | \$ 1,008,593 |
| ES1103050 | 0 | 20-Jul-09 | East Balzac RR293 Feeder/main | Rocky View County | 50% Perf 50% L&M | \$ 252,975 |
| ES1095728 | 0 | 4-Mar-09 | Forestry Trunk Road Schedule A | Municipal District of Greenview NO 16 | 50% Perf 50% L&M | \$ 1,885,967 |
| ES1100950 | 0 | 16-Jun-08 | 60 Street Extension Feeder/main | City of Calgary | 50% Perf | \$ 1,154,815 |
| ES1112516 | 0 | 20-Apr-10 | Shaganappi Trail Feeder/main Phase II | City of Calgary | 50% Perf | \$ 919,805 |
| ES1102243 | 0 | 22-Jun-09 | Stormwater Quality Retrofits - Burnsmead Tender No. 09-9011 | City of Calgary | 50% Perf 50% L&M | \$ 1,899,692 |

Western Surety has issued construction bonds on behalf of Caliber and related entities, including Performance Bonds, Labour and Material Payment Bonds, and Bid Bond and Surety's Consent for Caliber's contracts on construction projects in the Province of Alberta, as follows:

| Bond No. | Date of Issuance | Contract Description | Type of Bond | Bond Amount |
|---------------|-------------------|--|----------------------------------|------------------------|
| 368,259 | December 21, 2010 | City of Calgary 54 th Street SE Stormwater Pond | 50% Perf. 50% L&M | \$3,256,178 |
| 368,258 | December 21, 2010 | City of Calgary Sheppard Stormwater Diversion Project | 50% Perf. | \$176,449 |
| 008-1-373,419 | February 18, 2011 | City of Calgary Stormwater Outfall Upgrades | 50% Perf. | \$262,181 |
| 008-1-373,424 | March 2, 2011 | City of Calgary West Pine Creek Sanitary | Bid Bond and Surety's Consent | 10% of Tender Price |