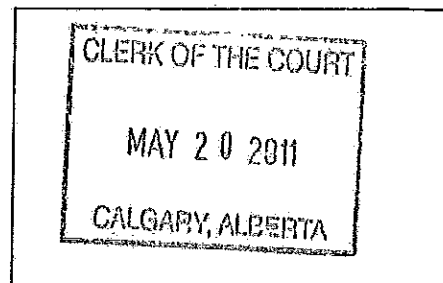


I hereby certify this to be a true copy of
the original Order

Dated this 20 day of May 2011
W. J. Shokhan
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;

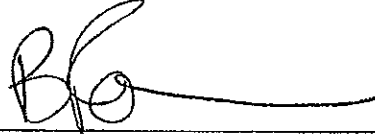
IT IS HEREBY ORDERED AND DECLARED THAT:

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.



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

Borden Ladner Gervais LLP

Per: _____

John Ircandia

Solicitors for Servus Credit Union

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Howard Gorman
Solicitors for PricewaterhouseCoopers Inc.

McCarthy Tetrault LLP

Per: _____
Sean Collins
Solicitors for GE ~~Family of Companies~~ Canada Equipment Financing A.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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Jean van der Lee
 Solicitors for The Guarantee Company of
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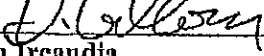
Macleod Dixon LLP

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 of Issuance	Contract Description	Obligee	Type of Bonds	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	\$ 3,979,866
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	\$ 5,876,872
ES1102260	9026	26-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	Cambrian Medical Group c/o D A Watt Consulting	50% Perf	\$ 979,079
ES1109238	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	\$ 5,936,066
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. 566 (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 #221 Four Mile 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. Extension and Deerfoot Trail/Airport Trail Interchange Upgrade Tender No. 10-1028, AECON Job No. 6517	AECON Construction Management Inc.	50% Perf	\$ 884,661
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: 933926-GC001	Ledcor CMI 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 50% L&M	\$ 2,075,265
ES1117786	10036	27-Aug-10	Secondary a Canal Rehabilitation Strathmore to Highway No. 1 Contract A	Western Irrigation District # ES005410	50% Perf 50% L&M	\$ 871,566
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	\$ 1,164,980
ES1119046	10039	13-Oct-10	7th Avenue LRT Refurbishment - Phase 02, Block A Tender Package #1.0, Contract #2650 - 010600	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	Westview Business Park - Road Works and Utilities	Standard General Inc.	50% Perf	\$ 242,851
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	Sunchild 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	\$ 1,216,334
JSA Construction Inc.						
ES1093809	0	3-Dec-08	Tres Rios Restoration Project Contract Number 208068-017 Job Number 208068	Archer Western Contractors, Ltd.	50% Perf 50% L&M	\$ 2,161,559
Calliber Systems Inc. Contract Bond - Warrantee Exposure						
ES1082476	0	16-Apr-08	Contract No. 7704/08 Grading, CBC, ACP Street 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 Dewatered Sludge Forcemain from the Bonnybrook WWT/P to Shepard Lagoons Contract No. 08-817	City of Calgary	Release of Hold Back	\$ 1,175,374
ES1111176	9009	24-Feb-10	Tender No. 7724/09 Carseland-Bow 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 Feedermain	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	\$ 1,885,987
ES1100950	0	16-Jun-08	60 Street Extension Feedermain	City of Calgary	50% Perf	\$ 1,154,815
ES1112516	0	20-Apr-10	Shaganappi Trail Feedermain 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	\$ 1,899,592

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