



COURT FILE NUMBER 25-1800429, 25-1799518, 25-1799530, 25-1799555, 25-1799540, 25-1799546

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

DOCUMENT SUPPLEMENT TO THE FOURTH REPORT OF THE TRUSTEE OF PLUMB-LINE GROUP HOLDINGS, INC., PLG CORPORATE SERVICES INC., PLG RESIDENTIAL SERVICES INC., CON-FORTE CONTRACTING COMPANY INC., SAS-CAN MASONRY AND RESTORATION INC. AND ASTY CONSTRUCTION INC.

DATED AUGUST 7, 2015

PREPARED BY DELOITTE RESTRUCTURING INC.

**ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT**

Field LLP
400 – 604 1st Street SW
Calgary, AB T2P 1M7
Attention: Douglas S. Nishimura

Telephone/Facsimile: 403-260-8500/ 403-264-7084

Email: DNishimura@fieldlaw.com

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SCHEDULES

Schedule 1	The Order granted on April 1, 2015 related to the settlement between Aman Building Corporation and Con-Forte Contracting Company Inc.
Schedule 2	The Order granted on April 1, 2015 related to the settlement between Aman Building Corporation and Sas-Can Masonry and Restoration Inc.
Schedule 3	The Order granted on July 14, 2015 related to the settlement between Penalta Group Ltd. and Con-Forte Contracting Company Inc.

Introduction and Background

Introduction

1. PLG Corporate Services Inc. (“PLG Corporate”), PLG Residential Services Inc. (“PLG Residential”), Con-Forte Contracting Company Inc. (“Con-Forte”), Sas-Can Masonry and Restoration Inc. (“SMRI”) and Asty Construction Inc. (“Asty”, collectively the “PLG Companies”) made assignments in bankruptcy on October 16, 2013 and Plumb-Line Group Holdings Inc. (“PLG Holdings”) made an assignment in bankruptcy on October 18, 2013. The PLG Companies and PLG Holdings will collectively be referred to as the “PLG Group” or the “Companies”. Deloitte Restructuring Inc. was appointed as Trustee of the bankrupt estates of the PLG Group (the “Trustee”). Documents related to the ongoing administration of these bankruptcies are available on the Trustee’s website at www.insolvencies.deloitte.ca under the link entitled “The Plumb-Line Group of Companies”.
2. When SMRI made a voluntary assignment in bankruptcy, the company name was erroneously listed as Sas-Can Masonry Ltd. (“SML”). SML was the predecessor company to SMRI and was struck from the Alberta corporate registry on October 2, 2012. On November 27, 2013, the Court of Queen’s Bench of Alberta (the “Court”) granted an Order (the “November 27 Order”) deeming SMRI to have made the assignment in bankruptcy and amending the name on the Certificate of Assignment issued on October 16, 2013 from SML to SMRI. The November 27 Order further deemed the first meeting of creditors held on November 4, 2013 to have been held in respect of SMRI and not SML.
3. The PLG Group operated in the construction industry, completing commercial concrete construction forming, residential concrete work, sidewalk curb and gutter construction, and masonry, brick and stone construction services.

Notice to Reader

4. In preparing this report, the Trustee has relied on unaudited financial information of the Companies, the books and records of the PLG Group and discussions with the Companies’ former employees, interested parties and stakeholders. The Trustee has not performed an independent review or audit of the information provided.
5. The Trustee assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction, or use of this report.

6. All amounts included herein are in Canadian dollars unless otherwise stated.

Court Proceedings

5. The Fourth Report of the Trustee dated June 11, 2015 (the “Fourth Report”) was filed in support of the Trustee’s application on June 17, 2015 (the “June 17 Hearing”) at which they intended to seek the following relief (the “Requested Relief”):

5.1 Approval of the reported actions of the Trustee to date in administering the bankruptcy proceedings for each of the PLG Companies;

5.2 Approval of the following settlements of accounts receivable in respect of which the Trustee registered liens under the *Builders’ Lien Act* (collectively, the “Lien Settlements”):

5.2.1 The settlement between Con-Forte and Aman Building Corporation (“Aman”) in the amount of \$287,473 (the “Aman Settlement No. 1”);

5.2.2 The settlement between SMRI and Aman in the amount of \$38,000 (the “Aman Settlement No. 2”);

5.2.3 The settlement between Con-Forte and Concure Restoration Inc. in the amount of \$17,000 (the “Concure Settlement”);

5.2.4 The settlement between Con-Forte and Volker Stevin Contracting Ltd. in the amount of \$15,000 (the “Volker Stevin Settlement”);

5.2.5 The settlement between Con-Forte and Penalta Group Ltd. in the amount of \$245,000 (the “Penalta Settlement”); and

5.2.6 The settlement between Con-Forte and Bird Construction in the amount of \$46,873 (the “Bird Settlement”);

5.3 Approval of the Consolidated Interim Statement of Receipts and Disbursements for the period ended June 10, 2015;

5.4 Approval of the allocation of disbursements between the various entities within the PLG Group, as further described in the Fourth Report; and

5.5 Approval of distributions to Canada Revenue Agency (“CRA”) up to the total amount of their deemed trust claims for employee source deductions against each of the PLG Companies (the “CRA Claims”) and of distributions to Human Resources and Skills Development Canada (“HRDC”) up to the total amount of their super-priority claim under the Wage Earner Protection Program (the “Distribution Application”).

6. As described in the Trustee’s Fourth Report and herein, several parties had filed sub-liens (the “Sub-lienholders”) for amounts due from the PLG Group for work done on the projects to which the Lien

Settlements applied. Following being served with material related to the June 17 Hearing, certain of the Sub-lienholders indicated that they objected to the Distribution Application and requested that the June 17 Hearing be adjourned so that they would have the opportunity to file additional material with the Court. The June 17 Hearing was subsequently adjourned to August 13, 2015 (the "August 13 Hearing").

7. On July 31, 2015, two of the Sub-lienholders, Burnco Rock Products Ltd. and Four Star Rock Products Ltd. (collectively "Burnco") and Brock White Canada Company Ltd. ("Brock White") filed applications to be heard at the August 13 Hearing seeking, among other relief, that their claims be declared to be valid. The Trustee was not asked to share its scheduled application time in this regard. Further, while Affidavits Proving Lien were previously filed in respect of Burnco and Brock White, no applications had previously been advanced. As such, the Trustee believes that the related applications should be adjourned pending a decision on the other matters to be heard at the August 13 Hearing.
8. In addition to the Requested Relief, at the August 13 Hearing, the Trustee will be seeking a charge of \$200,000 on the assets of the PLG Group in respect of the fees and disbursements of the Trustee and the Trustee's legal counsel incurred in administering the bankrupt estates (the "Administration Charge"), as further described herein.
9. This report constitutes a Supplement to the Fourth Report (the "Supplement") and is being filed in support of the relief being sought by the Trustee at the August 13 Hearing.

The Lien Settlements

10. The following section provides additional information related to the Lien Settlements.

Aman Settlement No. 1

11. The Aman Settlement No. 1 relates to a project known as Hampton & Homewood Suites (the “Hampton Project”) for which Aman acted as the general contractor. As described in the Fourth Report, the following sub-liens were filed in respect of amounts due from Con-Forte related to work done on the Hampton Project:

The Hampton Project - Sub-liens related to amounts due from Con-Forte	
Sub-lienholders	Amount
D&D Exterior Contracting Ltd.	\$ 58,212
Burnco	5,964
Ultimate Edge Concrete Inc.	84,794
Doka Canada Ltd.	103,870
Total sub-liens	\$ 252,840

12. An Order in the corresponding builder’s lien action was granted on April 1, 2015 approving the Aman Settlement No. 1, a copy of which is attached as “Schedule 1”. The Trustee is advised that \$287,473 has been paid to the Trustee’s legal counsel and is being held in trust pending the results of the August 13 Hearing. This information was erroneously excluded from the Fourth Report.

Aman Settlement No. 2

13. The Aman Settlement No. 2 also related to the Hampton Project. As described in the Fourth Report, Brock White filed a sub-lien in the amount of \$32,579 (the “Brock White Claim”) for amounts due from SMRI related to work done on the Hampton Project.

14. An Order in the corresponding builders’ lien action was granted on April 1, 2015 approving the Aman Settlement No. 2, a copy of which is attached as “Schedule 2”. The Trustee is advised that \$38,000 has been paid to the Trustee’s legal counsel and is being held in trust pending the results of the August 13 Hearing. This information was erroneously excluded from the Fourth Report.

The Concure Settlement

15. The Concure Settlement related to a project known as the Talisman Dive Platform (the “Talisman Project”). As described in the Fourth Report, Ultimate Edge Concrete Inc. filed a sub-lien in the amount of \$5,281 related to work done on the Talisman Project.

Volker Stevin Settlement

16. The Volker Stevin Settlement related to a project known as Inland Spy Hill Batch Plant (the “Inland Project”). As described in the Fourth Report, Finwall Site Services Ltd. filed a sub-lien in the amount of \$1,780 in respect of amounts due from Con-Forte related to work done on the Inland Project.
17. The Trustee is advised that \$15,000 has been paid to the Trustee’s legal counsel with respect to the Volker Stevin Settlement and is being held in trust pending the results of the August 13 Hearing.

Penalta Settlement

18. The Penalta Settlement related to a project known as the Staybridge Hotel in Edmonton (the “Staybridge Project”). As described in the Fourth Report, the following sub-liens were filed in respect of amounts due from Con-Forte related to work done on the Staybridge Project:

The Staybridge Project - Sub-liens related to amounts due from Con-Forte	
Sub-lienholders	Amount
Trades Labour (Edmonton) Corporation ("TLC")	\$ 65,568
A&B Concrete Pumping (2007) Ltd.	10,137
Burnco Rock Products Ltd.	60,466
Total sub-liens	\$ 136,171

19. An Order in the corresponding builders’ lien action was granted on July 14, 2015 approving the Penalta Settlement, a copy of which is attached as “Schedule 3”. The Trustee is advised that \$245,000 has been paid to the Trustee’s legal counsel and is being held in trust pending the results of the August 13 Hearing.
20. TLC has requested and the Trustee has executed a Standstill, Preservation of Rights and Extension of Limitation Period Agreement, such that TLC is not required to commence proceedings within the existing limitation period, which expires on August 11, 2015 (the ‘Limitation Period’). Instead the Limitation Period has been extended to two weeks following the August 13 Hearing.

Bird Settlement

21. The Bird Settlement related to a project known as the Building L – Evanston Towne Centre (the “Evanston Project”). As described in the Fourth Report, no known sub-liens were filed in respect of amounts due from Con-Forte related to work done on the Evanston Project.

22. The Trustee was originally seeking an Order that the priorities of the funds payable from the Settlements (the “Settlement Funds”) would be determined in accordance with the priorities set forth in the *Bankruptcy and Insolvency Act* (the “BIA”) and the *Income Tax Act* (the “ITA”), which would result in any priority claimants and PNC Bank Canada, the Companies’ primary secured lender, being paid in priority to the Sub-lienholders. As further described below, The Trustee is now holding sufficient funds in trust to pay CRA in full without taking into account the Settlement Funds. As such, the Trustee is seeking advice and direction regarding the interests of any claimants against the Settlement Funds.

The North Star Claim

23. As detailed in the Fourth Report, North Star Contracting Inc. (“North Star”) acted as a subcontractor to Con-Forte in respect of work done on a project known as the Beacon Heights Commercial Phase 1 (the “Beacon Project”). Intergulf Cidex Development Corp. (“Intergulf”) had paid \$61,078 into trust with the Trustee’s legal counsel (the “Intergulf Payment”) in satisfaction of an account receivable due to Con-Forte from Intergulf (the “Intergulf Receivable”) in respect of work done on the Beacon Project. North Star claimed that an account receivable totalling \$51,208 was due to them from Con-Forte (the “North Star Receivable”). Neither Con-Forte nor the Trustee had registered a builders’ lien in respect of the Intergulf Receivable, however, North Star had registered a builders’ lien in respect of the North Star Receivable. At the June 17 Hearing, North Star intended to make an application (the “North Star Application”) for an Order directing the Trustee to pay \$51,208 plus the costs related to the North Star Application to North Star.
24. At the time that the Fourth Report was prepared, North Star had not yet filed any affidavit evidence. After the Fourth Report was filed, the Trustee’s legal counsel received an Affidavit Proving Lien from North Star, which was filed on the same day as the Fourth Report (the “North Star Affidavit”). Based on the North Star Affidavit and the Trustee being informed by their legal counsel that neither CRA nor PNC Bank Canada, the Companies’ primary secured lender (“PNC”), intended to object to the North Star Application, the Trustee consented to an Order, which was granted to North Star on June 17, 2015 (the “North Star Order”). Pursuant to the North Star Order, the Trustee’s legal counsel paid \$51,208 to North Star in satisfaction of the North Star Receivable with the remaining funds being available for the benefit of the bankrupt estate.

The Administration Charge

25. CRA previously agreed to permit the Trustee's reasonable fees and expenses net of GST (including all costs of administration) up to a total of \$1.2 million to be paid ahead of the CRA Claims, subject to the Trustee complying with the duties and obligations set out in CRA's policy on Administrative Agreements with Trustees and Receivers (the "Administrative Agreement").
26. As previously reported, the Trustee's efforts to realize on the Companies' assets have included the collection of accounts receivable through various means, including filing builders' liens, commencing litigation and, in many cases, negotiating settlements. These activities have resulted in funds being received by the Trustee and being held in trust for the benefit of the estate and its creditors.
27. At the August 13 Hearing, the Trustee is seeking approval for the allocation of disbursements between the various entities within the PLG Group. The Trustee is further seeking approval to distribute funds, including to CRA up to the total amount of the CRA Claims. Taking into account additional funds collected for Con-Forte after the Fourth Report was filed; the Trustee is currently holding sufficient funds to pay CRA in full from the estates of Con-Forte, Asty and PLG Residential. Once CRA has been paid in full, the Administrative Agreement will cease to apply. As such, the Trustee is seeking approval for the Administration Charge in order to ensure payment of the fees and disbursements of the Trustee and the Trustee's legal counsel once the CRA Claims have been paid in full.

Conclusion

28. The Supplement is being filed in support of the relief sought by the Trustee at the August 13 Hearing, as described in the Fourth Report and herein.

DELOITTE RESTRUCTURING INC.,
in its capacity as Trustee in the bankruptcies of
Plumb-Line Group Holdings, Inc.,
PLG Corporate Services Inc.,
PLG Residential Services Inc.,
Con-Forte Contracting Company Inc.,
Sas-Can Masonry and Restoration Inc. and
Asty Construction Inc.
and not in its personal capacity



Jeff Keeble CA•CIRP, CBV
Senior Vice-President

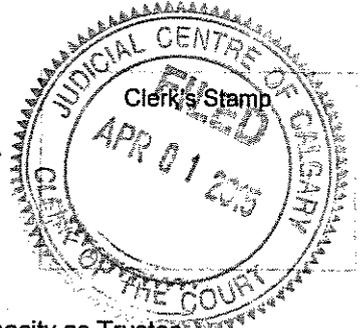
Schedules

Schedule 1

I hereby certify this to be a true copy of
the original Order
dated this 1 day of April 2015

for Clerk of the Court

COURT FILE NUMBER 1301 11487
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT AMAN BUILDING CORPORATION
RESPONDENTS DELOITTE RESTRUCTURING INC. in its capacity as Trustee
in Bankruptcy of CON-FORTE CONTRACTING COMPANY
INC., DELOITTE RESTRUCTURING INC. in its capacity as
Trustee in Bankruptcy of SAS-CAN MASONRY AND
RESTORATION INC., and DOKA CANADA LTD. also known
as DOKA CANADA LTEE.



DOCUMENT ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT PAUL V. STOCCO / CHRISTOPHER M. YOUNG
Brownlee LLP
2200, 10155-102 Street
Edmonton, AB T5J 4G8
Telephone: (780) 497-4800
Facsimile: (780) 424-3254
File No: 82139-0027/PVS

DATE ON WHICH ORDER WAS PRONOUNCED:

April 1, 2015

LOCATION AT WHICH ORDER WAS PRONOUNCED:

Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER:

K.M. Eidsvik

CONSENT ORDER

UPON THE APPLICATION of Aman Building Corporation (the "Applicant"); **AND UPON HEARING READ** the Affidavit of Shiraz Jiwani, filed; **AND UPON REVIEWING** the September 6, 2013 Amended Order and November 27, 2013 Order of Master L.A. Smart; **AND UPON** noting the consent of counsel for various affected parties; **AND UPON HEARING** submissions from counsel for the Applicant and counsel for other affected parties, if applicable; **IT IS HEREBY ORDERED THAT:**

1. The time for service of this Application and all materials in support is hereby abridged to the date of actual service and service is hereby validated and deemed good and sufficient on all required parties.
2. The settlement proposed by Deloitte Restructuring Inc. (the "Trustee"), the Trustee in Bankruptcy of Con-Forte Contracting Company Inc. ("Con-Forte") and Aman Building Corporation ("Aman") including the payment of the amount of \$287,473.00 in full and final settlement of all amounts owed by Aman to Con-Forte or any party claiming through Con-Forte, to the Trustee regarding work done on the following lands is hereby approved:

CONDOMINIUM PLAN 1110612
UNIT 1
AND 1341 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

CONDOMINIUM PLAN 1110612
UNIT 2
AND 1139 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

CONDOMINIUM PLAN 1110612
UNIT 3
AND 3104 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

CONDOMINIUM PLAN 1110612
UNIT 4
AND 4406 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

3. The Clerk of the Court is directed to pay the sum of \$287,473.00, representing a portion of the \$786,891.71 paid into Court by Aman in this action or Action No. 1303 12442 (the "Money Paid Into Court"), pursuant to the September 6, 2013 Amended Order of Master L.A. Smart granted in Action No. 1303 12442, to Field LLP, solicitors for the Trustee, as follows:

Field LLP
ATTN: Douglas S. Nishimura
400 – 604 1 St SW
Calgary, AB T2P 1M7
4. The \$287,473.00 to be paid out to Field LLP pursuant to paragraph 3 above shall be held in trust by Field LLP, and not disbursed without further Order of this Honourable Court.
5. This Order shall be without prejudice to the rights of Doka Canada Ltd. also known as Doka Canada Ltee., D&D Exterior Contracting Ltd., Burnco Rock Products Ltd., and Ultimate Edge Concrete Inc. (collectively, the "Subtrade Lienholders") (being the subcontractors of Con-Forte whose liens were discharged pursuant to the September 6, 2013 Amended Order and November 27, 2013 Order of Master L.A. Smart), to continue to assert their alleged entitlement to any portion of the \$287,473.00 to be paid out to, and held in trust by, Field LLP.
6. The Trustee, any of the Subtrade Lienholders, or such other interested parties as the case may be, are at liberty to bring a further application to this Honourable Court on notice for the purposes of determining priority and entitlement or otherwise seeking direction in respect of the \$287,487.00 to be paid out to, and held in trust by, Field LLP.

7. The Clerk of the Court is directed to pay the remainder of the Money Paid Into Court (being the sum of \$499,418.71, plus any Interest which has accrued on the Money Paid Into Court), to the solicitors for Aman, being the following:

Brownlee LLP
ATTN: Paul V. Stocco
2200, 10155 - 102 Street
Edmonton, AB T5J 4G8.

8. This Order may be consented to in counterpart and by facsimile, and such consent shall be valid for all purposes.

9. There shall be no costs in respect of this Order.

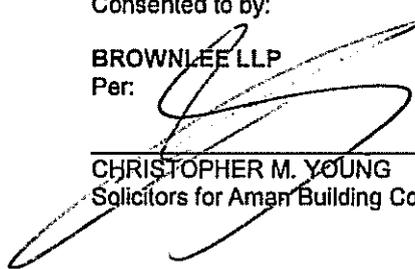
"K.M. Edsall"

JUSTICE OF THE COURT OF QUEEN'S BENCH
OF ALBERTA

Consented to by:

BROWNLEE LLP

Per:


CHRISTOPHER M. YOUNG
Solicitors for Aman Building Corporation

Consented to by:

FIELD LLP

Per:


DOUGLAS S. NISHIMURA
Solicitors for Deloitte Restructuring Inc. in its capacity
as Trustee in Bankruptcy of Con-Forte Contracting
Company Inc.

Consented to by:

GREGORY LAW OFFICE

Per:

RUSSELL GREGORY
Solicitors for Doka Canada Ltd.

Consented to by:

NEW HORIZON LAW

Per:

Shaun B. Cody
Solicitors for D&D Exterior Contracting Ltd.

Consented to by:

ROBB & EVENSON

Per:

CALVIN C. ROBB
Solicitors for Burnco Rock Products Ltd.

Consented to by:

WARNOCK RATHGEBER & COMPANY

Per:

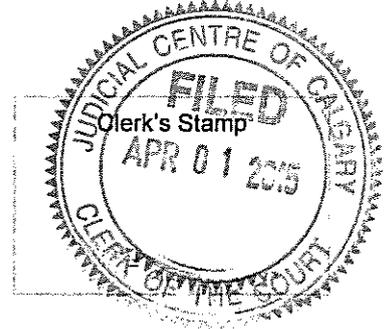
SHAWN KRAFT
Solicitors for Ultimate Edge Concrete Inc.

Schedule 2

I hereby certify this to be a true copy of
the original Order
dated this 1 day of April 2015.

for Clerk of the Court:

COURT FILE NUMBER 1301 11487
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT AMAN BUILDING CORPORATION
RESPONDENTS DELOITTE RESTRUCTURING INC. in its capacity as Trustee
in Bankruptcy of CON-FORTE CONTRACTING COMPANY
INC., and DOKA CANADA LTD. also known as DOKA
CANADA LTEE. And DELOITTE RESTRUCTURING INC. in
its capacity as Trustee in Bankruptcy of SAS-CAN MASONRY
AND RESTORATION INC.
DOCUMENT ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT PAUL V. STOCCO / CHRISTOPHER M. YOUNG
Brownlee LLP
2200, 10155-102 Street
Edmonton, AB T5J 4G8
Telephone: (780) 497-4800
Facsimile: (780) 424-3254
File No: 82139-0027/PVS



DATE ON WHICH ORDER WAS PRONOUNCED:

April 1, 2015

LOCATION AT WHICH ORDER WAS PRONOUNCED:

Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER:

K.M. Eidsvik

CONSENT ORDER

UPON THE APPLICATION of Aman Building Corporation (the "Applicant"); **AND UPON HEARING READ** the Affidavit of Shiraz Jiwani, filed; **AND UPON REVIEWING** the December 3, 2013 Order of Master W.S. Schlosser; **AND UPON** noting the consent of counsel for various affected parties; **AND UPON HEARING** submissions from counsel for the Applicant and counsel for other affected parties, if applicable; **IT IS HEREBY ORDERED THAT:**

1. The time for service of this Application and all materials in support is hereby abridged to the date of actual service and service is hereby validated and deemed good and sufficient on all required parties.
2. The settlement proposed by Deloitte Restructuring Inc. (the "Trustee"), the Trustee in Bankruptcy of Sas-Can Masonry and Restoration Inc. ("Sas-Can") and Aman Building Corporation ("Aman") including the payment of the amount of \$38,000.00 in full and final settlement of all amounts owed by Aman to Sas-Can or any party claiming through Sas-Can, to the Trustee regarding work done on the following lands is hereby approved:

CONDOMINIUM PLAN 1110612
UNIT 1
AND 1341 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

CONDOMINIUM PLAN 1110612
UNIT 2
AND 1139 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

CONDOMINIUM PLAN 1110612
UNIT 3
AND 3104 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

CONDOMINIUM PLAN 1110612
UNIT 4
AND 4406 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

3. The Clerk of the Court is directed to pay the sum of \$38,000.00, representing a portion of the \$113,410.37 paid into Court by Aman (the "Money Paid Into Court") pursuant to the December 3, 2013 Order of Master W.S. Schlosser in the within action, to Field LLP, solicitors for the Trustee, as follows:
Field LLP
ATTN: Douglas S. Nishimura
400 – 604 1 St SW
Calgary, AB T2P 1M7
4. The \$38,000.00 to be paid out to Field LLP pursuant to paragraph 3 above shall be held in trust by Field LLP, and not disbursed without further Order of this Honourable Court.
5. This Order shall be without prejudice to the rights of Brock White Canada Ltd. ("Brock White") (being the subcontractor of Sas-Can whose lien was discharged pursuant to the December 3, 2013 Order of Master W.S. Schlosser), to continue to assert its alleged entitlement to any portion of the \$38,000.00 to be paid out to, and held in trust by, Field LLP.
6. The Trustee, Brock White, or such other interested parties as the case may be, are at liberty to bring a further application to this Honourable Court on notice for the purposes of determining priority and entitlement or otherwise seeking direction in respect of the \$38,000.00 to be paid out to, and held in trust by, Field LLP.
7. The Clerk of the Court is directed to pay the remainder of the Money Paid Into Court (being the sum of \$75,410.37, plus any interest which has accrued on the Money Paid Into Court), to the solicitors for

Aman, being the following:

Brownlee LLP
ATTN: Paul V. Stocco
2200, 10155 – 102 Street
Edmonton, AB T5J 4G8.

- 8. This Order may be consented to in counterpart and by facsimile, and such consent shall be valid for all purposes.
- 9. There shall be no costs in respect of this Order.

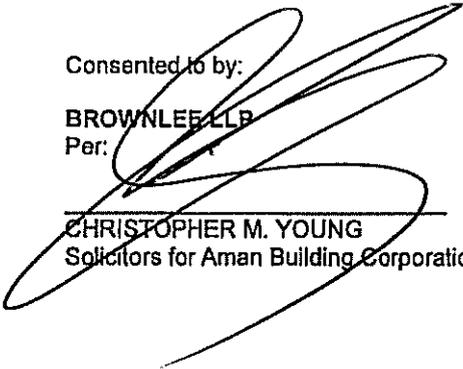
"K. M. Eidsvik"

JUSTICE OF THE COURT OF QUEEN'S BENCH
OF ALBERTA

Consented to by:

BROWNLEE LLP

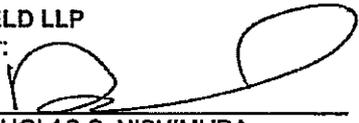
Per:


CHRISTOPHER M. YOUNG
Solicitors for Aman Building Corporation

Consented to by:

FIELD LLP

Per:


DOUGLAS S. NISHIMURA
Solicitors for Deloitte Restructuring Inc. In its capacity
as Trustee in Bankruptcy of Con-Forte Contracting
Company Inc.

Consented to by:

GOWLING LAFLEUR HENDERSON LLP

Per:


BARRIE MARSHALL
Solicitors for Brock White Canada Ltd.

Aman, being the following:

Brownlee LLP
ATTN: Paul V. Stocco
2200, 10155 – 102 Street
Edmonton, AB T5J 4G8.

- 8. This Order may be consented to in counterpart and by facsimile, and such consent shall be valid for all purposes.
- 9. There shall be no costs in respect of this Order.

**JUSTICE OF THE COURT OF QUEEN'S BENCH
OF ALBERTA**

Consented to by:

BROWNLEE LLP
Per:

CHRISTOPHER M. YOUNG
Solicitors for Aman Building Corporation

Consented to by:

FIELD LLP
Per:

DOUGLAS S. NISHIMURA
Solicitors for Deloitte Restructuring Inc. in its capacity
as Trustee in Bankruptcy of Con-Forte Contracting
Company Inc.

Consented to by:

GOWLING LAFLEUR HENDERSON LLP
Per:



BARRIE MARSHALL
Solicitors for Brock White Canada Ltd.

Schedule 3

BANKRUPTCY AND INSOLVENCY
FAILLITE ET INSOLVABILITE
FILED
JUL 16 2015
JUDICIAL CENTRE
OF CALGARY

Clerk's stamp:



COURT FILE NUMBER

1303 161~~27~~^{74 "GAV"}

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

APPLICANT

PENALTA GROUP LTD.

RESPONDENT

DELOITTE RESTRUCTURING INC. in its
capacity as Trustee in Bankruptcy of CON-
FORTE CONTRACTING COMPANY INC.

and in

COURT FILE NUMBER

1303 15292

COURT

COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE

EDMONTON

APPLICANT

PENALTA GROUP LTD.

RESPONDENT

A&B CONCRETE PUMPING (2007) LTD.

and in

COURT FILE NUMBER

1303 15619

COURT

COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE

EDMONTON

APPLICANT

PENALTA GROUP LTD.

RESPONDENT

TRADES LABOUR (EDMONTON)
CORPORATION

and in

COURT FILE NUMBER

1303 16175

COURT

COURT OF QUEEN'S BENCH OF

	ALBERTA
JUDICIAL CENTRE	EDMONTON
APPLICANT	PENALTA GROUP LTD.
RESPONDENT	BURNCO ROCK PRODUCTS LTD.
and in	
COURT FILE NUMBER	25-1799518 25-1799530 25-1799540 25-1799546 25-1799555 25-1800429
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE BANKRUPTCY OF PLG CORPORATE SERVICES INC. PLG RESIDENTIAL SERVICES INC. SAS-CAN MASONRY AND RESTORATION INC., ASTY CONSTRUCTION INC. CON-FORTE CONTRACTING COMPANY INC. PLUMB-LINE GROUP HOLDINGS INC. (collectively referred to as the "Plumb-Line Group")
DOCUMENT	CONSENT ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Attention: Paul D. Greep Reynolds, Mirth, Richards & Farmer LLP 3200 Manulife Place 10180 - 101 Street Edmonton, AB T5J 3W8 Telephone: (780) 425-9510 Fax: (780) 429-3044 File No: 112358-001

DATE ON WHICH ORDER PRONOUNCED:

July 14, 2015

LOCATION WHERE ORDER WAS PRONOUNCED:

EDMONTON

NAME OF JUSTICE WHO MADE THIS ORDER:

G A Verille

UPON THE APPLICATION of the Penalta Group Ltd.; AND UPON NOTING the consent of all parties; AND UPON HEARING counsel for the Penalta Group Ltd, IT IS HEREBY ORDERED AND DIRECTED THAT:

1. The settlement proposed by the Trustee and Penalta as found in the Trustee's Fourth Report dated June 11, 2015, including the payment of the amount of \$245,000, in full and final settlement (the "**Penalta Funds**") of all amounts owed by Penalta to Con-Forte or any party claiming through Con-Forte, to the Trustee, regarding work done on the lands described below is hereby approved.
2. The \$245,000.00 to be paid by Penalta with respect to the Penalta Settlement Agreement shall constitute the entire lien fund (the "**Lien Fund**"), pursuant to the *Builder's Lien Act*, R.S.A. 2000, c. B07, as amended (the "**BLA**"), in respect of the contract between 1588298 Alberta Ltd., as owner, and Penalta, as contractor, and the contract between Penalta, as contractor, and Con-Forte, as subcontractor, respecting the construction (the "**Project**") on the property legally described as:

MERIDIAN 4, RANGE 25, TOWNSHIP 53, SECTION 3
PLAN 938MC, BLOCK 1, LOT 15
CONTAINING 0.599 HECTARES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 4, RANGE 25, TOWNSHIP 53, SECTION 3
PLAN 938MC, BLOCK 1, LOT 16
CONTAINING 0.340 HECTARES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 4, RANGE 25, TOWNSHIP 53, SECTION 3
PLAN 938MC, BLOCK 1, LOT 17
CONTAINING 0.429 HECTARES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 4, RANGE 25, TOWNSHIP 53, SECTION 3
PLAN 938MC, BLOCK 1, LOT 18
CONTAINING 0.474 HECTARES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 4, RANGE 25, TOWNSHIP 53, SECTION 3
PLAN 938MC, BLOCK 1, LOT 19
CONTAINING 0.474 HECTARES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Staybridge Lands**").

Against which the following builder's liens were registered in the Land Titles Office of Alberta pursuant to the BLA and then removed by way of the lien bonds being deposited with the Clerk of the Court:

Claimant	Action	Lien Bond Amount
Con-Forte Contracting Company Inc.	1303 161 24 ⁷⁴ <i>"74 GAV"</i>	\$356,064.56
Trades Labour (Edmonton) Corporation	1303 15619	\$78,682.04
A & B Concrete Pumping (2007) Ltd.	1303 15292	\$12,164.40
Burnco Rock Product Ltd.	1303 16175	\$66,512.70

(the "Builder's Liens")

3. The Lien Fund, when so paid, shall stand in the place of the Staybridge Lands as security for the Builder's Liens the priority to which shall be determined by this Honourable Court as set out herein. Upon the Lien Fund being paid, no amount shall remain due and owing from Penalta, as contractor, or 1588298 Alberta Ltd., as owner, to Con-Forte, as subcontractor, or any of the other Claimants in relation to the Project and the Staybridge Lands. Such payment satisfies any and all obligations or liability of Penalta and 1588298 Alberta Ltd. with respect to the Builder's Liens.

"GAV"
Any and all lien bonds deposited with the Clerk of the Court to the credit of Action No.'s 1303 161~~24~~⁷⁴, 1303 15619, 1303 15292, and 1303 16175 shall be immediately releasable to Penalta c/o Reynolds Mirth Richards & Farmer LLP, 3200, 10180-101 Street, Edmonton, AB T5J 3W8 Attn: Paul D. Greep.

5. The Penalta Funds shall be paid by Penalta to Field LLP and shall be held in trust by Field LLP, as follows:

Field LLP
ATTN: Douglas S. Nishimura
400 - 604 1 Street SW
Calgary, AB T2P 1M7

The Penalta Funds as so deposited shall not be disbursed without further Order of this Honourable Court.

6. This Order shall be without prejudice to Trades Labour (Edmonton) Corporation, A&B Concrete Pumping (2007) Ltd. and Burnco Rock Products Ltd. (being the subcontractors of Con-Forte whose liens were discharged pursuant to orders granted in the within actions) to continue to assert their alleged entitlement to any portion of the Penalta Funds to be paid to, and held in trust, by Field LLP.

7. Actions 1303 161~~24~~⁷⁴, 1303 15619, 1303 15292, and 1303 16175 are hereby discontinued. *"GAV"*

8. There shall be no costs granted with respect to this Order.

GA Verille

COURT OF QUEEN'S BENCH OF ALBERTA IN CHAMBERS

CONSENTED TO BY:
LOVATT LLP

PER:



Craig Lupul counsel for A & B Pumping (2007) Ltd.

CONSENTED TO BY:
CODE HUNTER LLP

PER:

Chad Babiuk counsel for Trades Labour (Edmonton) Corporation

CONSENTED TO BY:
FIELD LLP

PER:

Douglas Nishimura counsel for Conforte Contracting Company Inc.

CONSENTED TO BY:
ROBB & EVENSON LAWYERS

PER:

Calvin Robb counsel for Burnco Rock Products Ltd.

1208168, June 23, 2015

8. There shall be no costs granted with respect to this Order.

COURT OF QUEEN'S BENCH OF ALBERTA IN CHAMBERS

CONSENTED TO BY:
LOVATT LLP

PER:

Craig Lupul counsel for A & B Pumping (2007) Ltd.

CONSENTED TO BY:
FIELD LLP

PER:

Douglas Nishimura counsel for Conforte Contracting Company Inc.

1208168; June 23, 2015

CONSENTED TO BY:
CODE HUNTER LLP

PER:

Chad Babiuk counsel for Trades Labour (Edmonton) Corporation

CONSENTED TO BY:
ROBB & EVENSON LAWYERS

PER:

Calvin Robb counsel for Burnco Rock Products Ltd.

8. There shall be no costs granted with respect to this Order.

COURT OF QUEEN'S BENCH OF
ALBERTA IN CHAMBERS

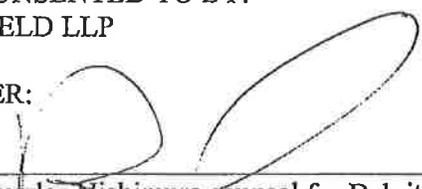
CONSENTED TO BY:
LOVATT LLP

PER:

Craig Lupul counsel for A & B Pumping
(2007) Ltd.

CONSENTED TO BY:
FIELD LLP

PER:



Douglas Nishimura counsel for Deloitte
Restructuring Inc. as Trustee in the Bankruptcy
of Con-Forte Contracting Company Inc.

CONSENTED TO BY:
CODE HUNTER LLP

PER:

Chad Babiuk counsel for Trades Labour
(Edmonton) Corporation

CONSENTED TO BY:
ROBB & EVENSON LAWYERS

PER:

Calvin Robb counsel for Burnco Rock
Products Ltd.

8. There shall be no costs granted with respect to this Order.

COURT OF QUEEN'S BENCH OF
ALBERTA IN CHAMBERS

CONSENTED TO BY:
LOVATT LLP

CONSENTED TO BY:
CODE HUNTER LLP

PER:

PER:

Craig Lupul counsel for A & B Pumping
(2007) Ltd.

Chad Babiuk counsel for Trades Labour
(Edmonton) Corporation

CONSENTED TO BY:
FIELD LLP

CONSENTED TO BY:
ROBB & EVENSON LAWYERS

PER:

PER:



Douglas Nishimura counsel for Conforte
Contracting Company Inc.

Calvin Robb counsel for Burnco Rock
Products Ltd.