

**DUPLICATE  
ORIGINAL**

**COURT FILE NUMBER                    454 of 2015**

**COURT OF QUEEN'S BENCH FOR SASKATCHEWAN**

**JUDICIAL CENTRE                    SASKATOON**

**APPLICANT                            ADVANCE ENGINEERED PRODUCTS LTD.**

**IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT*,  
*RSC 1985, c C-36, AS AMENDED***

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ADVANCE  
ENGINEERED PRODUCTS LTD.**

**ORDER  
(Claims Process)**

Before the Honourable Mr. Justice N.G. Gabrielson in Chambers the 16<sup>th</sup> day of June, 2015.  
On the application of Jeffrey M. Lee, Q.C. and Mike Russell, counsel on behalf of the Applicant, Advance Engineered Products Ltd. (the "**Company**"), and upon reading the Notice of Application dated June 11, 2015, the Second Report of the Monitor dated June 10, 2015, and a proposed draft Order, all filed; and the pleadings and proceedings herein:

**The Court orders:**

1. All capitalized terms used herein and not otherwise defined shall have the same meanings as defined in the Initial Order pronounced herein on April 10, 2015, by the Honourable Mr. Justice N.G. Gabrielson, as confirmed by the further Order of the Honourable Mr. Justice N.G. Gabrielson pronounced herein on May 8, 2015 (collectively, the "**Initial Order**").
2. Service of the Notice of Application on behalf of Advance Engineered Products Ltd. and the materials filed in support thereof (collectively, the "**Application Materials**") shall be and is hereby deemed to be good and valid and, further, shall be and is hereby abridged, such that service of such Application Materials is deemed to be timely and sufficient.

**Definitions**

3. For the purposes of this Order the following terms shall have the following meanings:
  - (a) "**Alternative Timeline**" means the alternative Claims Process deadlines set out in paragraph 20 hereof which are applicable if the Monitor issues a Notice of Revision or Disallowance dated on or after June 30, 2015;
  - (b) "**BIA**" means the *Bankruptcy and Insolvency Act* (Canada), as amended;
  - (c) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Vancouver, British Columbia;

- (d) **"CCAA"** means the *Companies' Creditors Arrangement Act* (Canada), as amended;
- (e) **"CCAA Proceedings"** means the CCAA proceedings respecting the Company before the Court;
- (f) **"Claim"** shall exclude an Excluded Claim (as defined herein) but shall include any other right of claim of any Person (as defined herein) against the Company, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of the Company owed to such Person, and any interest accrued thereon or costs payable in respect thereon, including any indebtedness, liability or obligation owed to such Person as a result of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or to a trust or deemed trust against any Property, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Filing Date, and any right or claim of any Person against the Company in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Company to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach on or after the Filing Date of any contract, lease or other agreement, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of the Initial Order;
- (g) **"Claim Amount Notice"** means the Claim Amount Notice referred to herein to form part of the Claims Package, substantially in the form attached hereto as Schedule "B" hereto.
- (h) **"Claimant"** means a Person asserting a Claim against the Company;
- (i) **"Claims Bar Date"** means 4:00 p.m. (Vancouver Time) on Thursday, July 16, 2015;
- (j) **"Claims Package"** means the materials to be provided by the Monitor to Persons that may have a Claim as evidenced by the books and records of the Company, which materials shall include the Notice to Creditor, the Claim Amount Notice and attached blank Proof of Claim Form with a Proof of Claim instruction letter, the List of Claims and such other materials as the Monitor or Company may consider appropriate or desirable;

- (k) **"Claims Process"** means the procedures outlined in this Order in connection with the assertion of Claims against the Company;
- (l) **"Court"** means the Court of Queen's Bench for Saskatchewan;
- (m) **"Creditor"** means any Person having a Claim including a transferee or assignee of a transferred Claim that is recognized as a Creditor in accordance with paragraph 23 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other person acting on behalf of or through such Person;
- (n) **"Employee Priority Claims"** means the following Claims of employees and former employees of the Company:
- (i) Claims equal to the amount that such employees and former employees are qualified to receive under subsection 136(1)(d) of the BIA; and
  - (ii) Claims for wages, salaries, commissions or compensation for services rendered by them after the Filing Date and on or before the date that the Plan is implemented together with, in the case of travelling salespersons, disbursements properly incurred by them in an about the Company's business during the same period;
- (o) **"Excluded Claim"** means any of:
- (i) the reasonable fees and expenses incurred by the Company, and its counsel, and the Monitor, and its counsel;
  - (ii) Employee Priority Claims;
  - (iii) Government Priority Claims; and
  - (iv) claims enumerated in sections 5.1(2) and 19(2) of the CCAA;
- (p) **"Filing Date"** means April 10, 2015;
- (q) **"List of Claims"** means the list of Claims and Creditors prepared by the Company and approved by the Monitor, including all known Claims and Creditors and the amounts of each Claim or, where the amount of the Claim is unknown, a notation that the amount is "unknown";
- (r) **"Monitor's Website"** means [www.ey.com/ca/aepl](http://www.ey.com/ca/aepl);

- (s) **"Notice to Creditor"** means the notice to be sent by the Company to Creditors, or to be published, as described herein, substantially in the form attached as Schedule "A" hereto;
- (t) **"Notice of Dispute"** means the notice referred to herein, substantially in the form attached as Schedule "E" hereto, which may be delivered to the Monitor and the Company by a Claimant disputing a Notice of Revision or Disallowance;
- (u) **"Notice of Revision or Disallowance"** means the notice referred to herein, substantially in the form attached as Schedule "D" hereto, advising a Claimant that the Company has revised or disallowed all or part of such Claimant's Claim as set out in its Proof of Claim;
- (v) **"Person"** means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;
- (w) **"Plan"** means the plan of compromise and arrangement to be filed by the Company pursuant to the provisions of the CCAA, as it may be modified, amended, varied or supplemented from time to time in accordance with its terms;
- (x) **"Proof of Claim"** means the Proof of Claim referred to herein to be attached to the Claim Amount Notice and filed by certain Creditors, substantially in the form attached hereto as Schedule "C" hereto.

#### **Claims Process**

4. The Claims Process is hereby approved.

#### **Notice Of Claims Package**

5. Within five (5) Business Days of the date of this Order, the Monitor shall send the Claims Package to each Creditor with a Claim as evidenced by the books and records of the Company as of the Filing Date. The Proof of Claim to be delivered to each such Creditor as part of the Claims Package shall provide general information and instructions in respect of the filing of Claims.
6. The Monitor shall cause the Notice to Creditor to be advertised in the *Regina Leader-Post*, *Edmonton Journal*, *Montréal La Presse* and in *The Globe and Mail* within five (5) Business Days of the date of this Order.
7. The Monitor shall cause the Claims Package and a copy of this Order to be posted to the Monitor's Website within five (5) Business Days of the date of this Order.
8. To the extent any Creditor requests documents relating to the Claims Process prior to the Claims Bar Date or if the Company or Monitor become aware of any further Claims, the Monitor shall

forthwith direct the Creditor to the Claims Package posted on the Monitor's Website or otherwise respond to the request for the Claims Package as may be appropriate in the circumstances.

9. The forms of Notice to Creditor, Claim Amount Notice, Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute attached hereto as Schedules "A" to "E", respectively, are hereby approved. Despite the foregoing, the Company and the Monitor may, from time to time, make minor changes to these forms as the Company and the Monitor consider necessary or desirable.
10. The sending to the Creditors and publication of the Claims Package in accordance with this Order, and completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

#### **Deemed Acceptance Of Claims**

11. If a Creditor does not file a Proof of Claim in respect of a Claim included in the Claim Amount Notice and List of Claims, the amount of that Creditor's Claim as set out in the Claim Amount Notice and List of Claims shall be deemed to be such Creditor's proven Claim for voting and distribution purposes under any Plan, without any further act of any such Creditor.
12. Notwithstanding paragraph 11 or any other provision of this Order, the Monitor may, by notice in writing, require any Creditor with a Claim included in the List of Claims to prepare and deliver a Proof of Claim to the Monitor.
13. The Monitor may revise the amount of a Claim to correct any error, defect or omission in a Creditor Claim Notice or the List of Claims. If the Monitor revises the amount of a Claim, then it shall send a revised Creditor Claim Notice and List of Claims to the affected Creditor.

#### **Filing Of Proofs Of Claim**

14. Any Person (a) whose Claim is not listed on the List of Claims, (b) who is required pursuant to paragraph 12 of this Order to deliver a Proof of Claim to the Monitor or (c) who receives a Claim Amount Notice and List of Claims where the amount indicated is "Unknown" must deliver a Proof of Claim to the Monitor on or before the Claims Bar Date or such later date as the Monitor may agree in writing or the Court may otherwise direct. Any Person who is affected by this paragraph who fails to deliver a Proof of Claim to the Monitor shall:
  - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against the Company and all such Claims shall be forever extinguished;

- (b) not be permitted to vote on any Plan, if applicable, on account of such Claim(s);
  - (c) not be entitled to receive further notice with respect to the Claims Process or these proceedings; and
  - (d) not be permitted to participate in any distribution under the Plan or any plan, if applicable, on account of such Claim(s).
15. If a Creditor receiving a Claims Package wishes to object to the amount listed on the Claim Amount Notice and List of Claims in respect of its Claim, the Creditor must, on or before the Claims Bar Date, deliver a Proof of Claim to the Monitor.

**Adjudication Of Claims**

16. With the assistance of the Company, the Monitor shall review all Proofs of Claim received on or before the Claims Bar Date and shall accept, revise or reject each Claim. If the Monitor intends to revise or reject a Claim, the Monitor shall notify the Claimant who has delivered such Proof of Claim that such Claim as set out therein has been revised or rejected and the reasons therefore, by sending a Notice of Revision or Disallowance to the Claimant by no later than July 27, 2015. Where the Monitor does not send a Notice of Revision or Disallowance to a Claimant by such date, the Company and Monitor shall be deemed to have accepted such Claimant's Claim in the amount set out in that Claimant's Proof of Claim.
17. Any Claimant who intends to dispute a Notice of Revision or Disallowance they have received shall:
- (a) deliver a completed Notice of Dispute to the Monitor by the later of August 13, 2015, or such other date as may be agreed to by the Monitor; and
  - (b) within 15 days of delivery of the Notice of Dispute, file and serve on counsel for the Monitor a Notice of Application returnable in the CCAA Proceeding along with supporting affidavit materials seeking to determine the validity of that portion of the Claimant's Claim that was disallowed by the Monitor, the hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.
18. Where a Claimant that receives a Notice of Revision or Disallowance does not file a completed Notice of Dispute or deliver the Notice of Application and supporting affidavit(s) by the time set out herein, such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance.

19. Where the value of a Claimant's Claim has not been finally determined by the Court by the date of a meeting to consider a plan of compromise or arrangement, the Monitor shall, in consultation with the Company, either:
- (a) accept the Claimant's determination of the value of the Claim as set out in the applicable Proof of Claim or Notice of Dispute only for the purposes of voting and conduct the Meeting on that basis subject to a final determination of such Claimant's Claim for the purposes of distribution or otherwise, and in such case the Monitor shall record separately the value of such Claimant's Claim and whether such Claimant voted in favour of or against the plan;
  - (b) adjourn the meeting until a final determination of the Claim is made; or
  - (c) deal with the matter as the Court may otherwise direct or as the Company, the Monitor and the Claimant may otherwise agree.

**Alternative Timeline**

20. In the event the Monitor sends a revised Creditor Claim Notice to an affected Creditor pursuant to paragraph 13 hereof which is dated on or after June 30, 2015, the following timeline will apply to the adjudication of such Creditor's Claim (the "**Alternative Timeline**"):

Deadline for the affected Creditor to deliver a Proof of Claim to the Monitor:	15 days from the day on which the revised Creditor Claim Notice is dated
Deadline for the Monitor to deliver a Notice of Revision or Disallowance to the affected Creditor:	10 days from the day on which the Proof of Claim is received by the Monitor
Deadline for the affected Creditor to deliver a Notice of Dispute to the Monitor:	15 days from the day on which the Notice of Revision or Disallowance is dated
Deadline for the affected Creditor to file a Notice of Application and serve it on counsel for the Monitor:	15 days from the day on which the Notice of Dispute was delivered to the Monitor

For further clarity, if the revised Creditor Claim Notice is dated on or before June 29, 2015, the timeline provisions appearing in paragraphs 14-19 will apply to the adjudication of such Creditor's Claim.

**Set-Off**

21. The Company may set off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made pursuant to any plan to any Claimant, any claims of any nature whatsoever that the Company may have against such Claimant, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Company of any such claim that the Company may have against such Claimant.

### **Notice Of Transferees**

22. Leave is hereby granted from the date of this Order until seven days prior to the date affixed by the Court for a meeting of Claimants to vote on a Plan to permit a Claimant to provide notice of assignment or transfer of a Claim to the Company and the Monitor.
23. Subject to the terms of any subsequent Order of this Court, if, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Company shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Company may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Company. No transfer or assignment shall be effective for voting purposes unless sufficient notice and evidence of such transfer has been received by the Monitor no later than 4:00 p.m. on the date that is seven days prior to the date affixed by the Court for the meeting of Claimants to vote on a Plan, failing which the original transferor shall have all applicable rights as the "Creditor" with respect to such Claim as if no transfer of the Claim had occurred. Reference to transfer in this Order includes a transfer or assignment whether absolute or intended as security.

### **Service And Notice**

24. The Company and the Monitor may, unless otherwise specified by this Order, serve and deliver the Claims Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Company or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, the fifth Business Day after mailing; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.



25. Any notice or communication required to be provided or delivered by a Creditor or Claimant to the Company or the Monitor under this Order shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email addressed to:

Ernst & Young Inc.  
700 West Georgia Street  
P.O. Box 10101  
Vancouver, British Columbia V7Y 1C7  
Attention: Mark Quinlan  
Phone: 604.648.3675  
Fax: 604.899.3530  
Email: [mark.quinlan@ca.ey.com](mailto:mark.quinlan@ca.ey.com)  
French inquiries may be made to:  
Attention: Maxime Deschenes-Trottier  
Phone: 514.879.2692  
Fax: 604.899.3530  
Email: [maxime.deschenes-trottier@ca.ey.com](mailto:maxime.deschenes-trottier@ca.ey.com)

26. Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt thereof by the Monitor during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business day.
27. If during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.
28. In the event this Order is later amended by further Order of the Court, the Monitor may post such further Order on the Monitor's Website and such posting shall constitute adequate notice to Creditor of such amended claim process.

#### **General Provisions**

29. All references as to time herein shall mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 4:00 p.m. on such Business Day unless otherwise indicated herein.
30. The Company and the Monitor are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms,

and may request any further documentation from a Claimant that the Company or the Monitor may require in order to enable them to determine the validity of a Claim.

31. Any Claim denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Filing Date.
32. Notwithstanding any other provisions of this Order, the solicitation by the Monitor or the Company of Proofs of Claim and the filing by any Claimant of any Proof of Claim shall not, for that reason only, grant any person any standing in these proceedings or rights under any proposed plan of compromise or arrangement.
33. Nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of Claims or Excluded Claims by the Company into particular affected or unaffected classes for the purpose of a plan of compromise or arrangement.
34. In the event that no Plan is approved by this Court, the Claims Bar Date shall be of no effect in any subsequent proceeding or distribution with respect to any and all Claims made by Claimants.
35. This Court requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA) and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial regulatory body of the United States and the states or other subdivisions of the United States, and of any other nation or state, to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

**ISSUED** at Saskatoon, Saskatchewan, this 16<sup>th</sup> day of June, 2015.

  
(Deputy) Local Registrar

**CONTACT INFORMATION AND ADDRESS FOR SERVICE:**

Name of the firm:	MacPherson Leslie & Tyerman LLP
Lawyer in charge of file :	Jeffrey M. Lee Q.C. / Mike Russell
Address of firm:	1500, 410 22 <sup>nd</sup> Street E, Saskatoon SK S7K 5T6
Telephone number:	306.975.7100
Fax number:	306.975.7145
Email address:	<a href="mailto:jmlee@mlt.com">jmlee@mlt.com</a> / <a href="mailto:mrussell@mlt.com">mrussell@mlt.com</a>
File No:	10627.54

**SCHEDULE "A"**  
**(NOTICE TO CREDITOR)**

**NOTICE TO CREDITOR**

**IN THE MATTER OF ADVANCE ENGINEERED PRODUCTS LTD. (THE "COMPANY")**  
**Court of Queen's Bench for Saskatchewan Court File No.: 454 of 2015**

TAKE NOTICE that on April 10, 2015, the Company commenced proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**") and obtained protection under the CCAA and Ernst & Young has been appointed as the Monitor.

TAKE NOTICE that as part of the CCAA Proceedings, the Court of Queen's Bench for Saskatchewan has ordered that a Claims Process be initiated in order that all claims against the Company can be determined.

**Only a creditor who establishes their claim against the Company in accordance with the Claims Process will be entitled to receive a distribution on account of such claim against the Company.**

The Order establishing the Claims Process granted by the Honourable Mr. Justice N.G. Gabrielson on June 16, 2015, as well as all relevant instructions and documents related to the Claims Process, including the Claim Amount Notice, List of Claims and Proof of Claim form, can be obtained from the Monitor's webpage located at [www.ey.com/ca/aepl](http://www.ey.com/ca/aepl) or by contacting the Monitor at the following:

Ernst & Young Inc.  
700 West Georgia Street  
P.O. Box 10101  
Vancouver, British Columbia V7Y 1C7  
English Inquiries

Attention: Mark Quinlan  
Phone: 604.648.3675  
Fax: 604.899.3530  
Email: [mark.quinlan@ca.ey.com](mailto:mark.quinlan@ca.ey.com)

French Inquiries

Attention: Maxime Deschenes-Trottier  
Phone: 514.879.2692  
Fax: 604.899.3530  
Email: [maxime.deschenes-trottier@ca.ey.com](mailto:maxime.deschenes-trottier@ca.ey.com)

The deadline for a creditor to submit a Proof of Claim, if required under the Claims Process, in respect of any claim it has, or believes it has, against the Company is **4:00 p.m. (Vancouver Time), MONDAY, JULY 16, 2015, (the "Claims Bar Date")**.

**CLAIMS WHICH ARE NOT SUBMITTED TO THE MONITOR BY WAY OF PROOF OF CLAIM, OR OTHERWISE ACKNOWLEDGED BY THE CREDITOR CLAIM NOTICE AND LIST OF CLAIMS, ON OR BEFORE THE CLAIMS BAR DATE WILL BE FOREVER BARRED AND CREDITORS HOLDING SUCH CLAIMS WILL BE FOREVER BARRED FROM MAKING OR ENFORCING ANY CLAIM AGAINST THE COMPANY AND THE CLAIM SHALL BE FOREVER RELEASED AND EXTINGUISHED.**

**SCHEDULE "B"**  
**(CLAIM AMOUNT NOTICE)**

**COURT FILE NUMBER**                      454 of 2015

**COURT OF QUEEN'S BENCH FOR SASKATCHEWAN**

**JUDICIAL CENTRE**                      **SASKATOON**

**APPLICANT**                              **ADVANCE ENGINEERED PRODUCTS LTD.**

**IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT,***  
***RSC 1985, c C-36, AS AMENDED***

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ADVANCE  
ENGINEERED PRODUCTS LTD.**

**CLAIM AMOUNT NOTICE**

Full Legal Name of Creditor: \_\_\_\_\_

Pursuant to the Order of the Honourable Mr. Justice N.G. Gabrielson, pronounced in the above noted proceedings on June 16, 2015, and as may be amended restated or supplemented from time to time (the "**Claims Process Order**"), Ernst & Young Inc., in its capacity as Monitor of Advance Engineered Products Ltd. (the "**Company**"), hereby gives you notice that the Company, in consultation with the Monitor, has determined your Claim as follows:

	<b>Secured (\$USD)</b>	<b>Unsecured (\$USD)</b>
<b>Total Claim</b>		

If you do not agree with this Claim Amount Notice, please take note of the following:

**If you intend to dispute this Claim Amount Notice, you must deliver a Proof of Claim, in the form attached hereto, by prepaid registered mail, personal delivery, email (in PDF format), courier or facsimile transmission to the address listed below so that such Proof of Claim is received by the Monitor by 4:00 pm (Vancouver Times), July 16, 2015, being the Claims Bar Date, or such other date as provided in the Claims Process Order or as may be agreed by the Monitor. The form of Proof of Claim is attached to this Notice.**

The address to send the Proof of Claim to is:

Ernst & Young Inc.  
700 West Georgia Street  
P.O. Box 10101  
Vancouver, British Columbia V7Y 1C7

Attention: Mark Quinlan  
Phone: 604.648.3675  
Fax: 604.899.3530  
Email: [mark.quinlan@ca.ey.com](mailto:mark.quinlan@ca.ey.com)

French inquiries may be made to:

Attention: Maxime Deschenes-Trottier  
Phone: 514.879.2692  
Fax: 604.899.3530  
Email: [maxime.deschenes-trottier@ca.ey.com](mailto:maxime.deschenes-trottier@ca.ey.com)

If you do not deliver a Proof of Claim by the time specified, the nature and amount of your Claim, if any, shall be as set out in this Claim Amount Notice for voting and/or distribution purposes.

**IF YOU FAIL TO TAKE ACTION BEFORE THE CLAIMS BAR DATE, THIS CLAIM AMOUNT NOTICE WILL BE BINDING UPON YOU.**

DATED this \_\_\_\_\_ day of June, 2015.

**ERNST & YOUNG INC.**

In its capacity as Court-appointed Monitor  
of the Applicant

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COURT FILE NUMBER	454 of 2015
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN	
JUDICIAL CENTRE	SASKATOON
APPLICANT	ADVANCE ENGINEERED PRODUCTS LTD.

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ADVANCE  
ENGINEERED PRODUCTS LTD.**

**Attention:** \_\_\_\_\_

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4. A description of the basis on which the Claim arose is as follows:

5. I attach the following documents which support the Claim and any claim for contract interest or other charges:

(a)

(b)

(c)

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
(Please Print Name)

#### Instructions for Completion of Proof of Claim:

- Ensure that you complete the full name and delivery address, including fax number and/or e-mail address, of the creditor making the claim.
- The Proof of Claim is incomplete unless you include a statement and description of the claim (item 4) and attach all supporting documents including statements of accounts and/or invoices in support (item 5). The supporting documents must show the date, number and value of all invoices or charges, and must conform to the amount of the Claim as set out in item 3.
- The Proof of Claim is incomplete unless it is signed and dated by you.
- The signed and completed Proof of Claim, together with all supporting documents, must be returned to the Monitor, Ernst & Young Inc., at the following address on or before **4:00 p.m. (Vancouver Time), MONDAY, JULY 16, 2015:**

Ernst & Young Inc.  
700 West Georgia Street  
P.O. Box 10101  
Vancouver, British Columbia V7Y 1C7

Attention: Mark Quinlan  
Phone: 604.648.3675  
Fax: 604.899.3530  
Email: [mark.quinlan@ca.ey.com](mailto:mark.quinlan@ca.ey.com)

French inquiries may be made to:

Attention: Maxime Deschenes-Trottier  
Phone: 514.879.2692  
Fax: 604.899.3530  
Email: [maxime.deschenes-trottier@ca.ey.com](mailto:maxime.deschenes-trottier@ca.ey.com)

- Pursuant to the order of the Honourable Mr. Justice N.G. Gabrielson, pronounced in the above noted proceedings on June 16, 2015, and as may be amended restated or supplemented from time to time (the "**Claims Process Order**"), the Company is entitled to disallow your Proof of Claim in whole or in part. If your Proof of Claim is disallowed in whole or in part, the Monitor will send you a Dispute Notice along with particulars as to how you may dispute the Dispute Notice. If you do not receive a Dispute Notice in accordance with the timelines set out in the Claims Process Order, the Company has accepted your Proof of Claim.
- **PLEASE CONTACT THE MONITOR AT THE ADDRESS AND E-MAIL SET OUT ABOVE IF YOU HAVE ANY QUESTIONS ABOUT COMPLETING YOUR PROOF OF CLAIM. UNLESS YOUR CLAIM APPEARS A CLAIM AMOUNT NOTICE AND LIST OF CLAIMS PROVIDED WITH THIS PROOF OF CLAIM, ANY FAILURE TO PROPERLY COMPLETE OR RETURN YOUR PROOF CLAIM TO THE MONITOR AT THE ABOVE ADDRESS BY 4:00 P.M. (VANCOUVER TIME) ON MONDAY, JULY 16, 2015, WILL RESULT IN YOUR CLAIM BEING EXTINGUISHED WITHOUT ANY FURTHER ENTITLEMENT TO RECOVER YOUR CLAIM FROM THE COMPANY.**



**SCHEDULE "D"**  
**(NOTICE OF REVISION OR DISALLOWANCE)**

**COURT FILE NUMBER**                    454 of 2015  
**COURT OF QUEEN'S BENCH FOR SASKATCHEWAN**  
**JUDICIAL CENTRE**                    SASKATOON  
**APPLICANT**                            ADVANCE ENGINEERED PRODUCTS LTD.

**IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT,***  
***RSC 1985, c C-36, AS AMENDED***  
**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ADVANCE**  
**ENGINEERED PRODUCTS LTD.**

**NOTICE OF REVISION OR DISALLOWANCE**

Name of Creditor: \_\_\_\_\_

Pursuant to the Claims Process Order made herein on June 16, 2015, Ernst & Young Inc. (the "**Monitor**"), on behalf of Advance Engineered Products Ltd. (the "**Company**"), gives you notice that your Proof of Claim has been reviewed and the Monitor, in consultation with the Company, has revised or disallowed your Proof of Claim for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you wish to object to the Notice of Revision or Disallowance, you must, by August 13, 2015, deliver a Notice of Dispute to the address below:

Ernst & Young Inc.  
700 West Georgia Street  
P.O. Box 10101  
Vancouver, British Columbia V7Y 1C7

Attention:        Mark Quinlan  
Phone:            604.648.3675  
Fax:               604.899.3530  
Email:            [mark.quinlan@ca.ey.com](mailto:mark.quinlan@ca.ey.com)

French inquiries may be made to:

Attention:        Maxime Deschenes-Trottier  
Phone:            514.879.2692  
Fax:               604.899.3530  
Email:            [maxime.deschenes-trottier@ca.ey.com](mailto:maxime.deschenes-trottier@ca.ey.com)

DATED this \_\_\_\_\_ day of June, 2015.

**ERNST & YOUNG INC.**

In its capacity as Court-appointed Monitor  
of the Applicant

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE "E"**  
**(NOTICE OF DISPUTE)**

**COURT FILE NUMBER                      454 of 2015**

**COURT OF QUEEN'S BENCH FOR SASKATCHEWAN**

**JUDICIAL CENTRE                      SASKATOON**

**APPLICANT                                      ADVANCE ENGINEERED PRODUCTS LTD.**

**IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT*,  
*RSC 1985, c C-36*, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ADVANCE  
ENGINEERED PRODUCTS LTD.**

**NOTICE OF DISPUTE**

TO:    Ernst & Young Inc.  
       700 West Georgia Street  
       P.O. Box 10101  
       Vancouver, British Columbia V7Y 1C7  
       Attention:        Mark Quinlan  
       Phone:            604.648.3675  
       Fax:                604.899.3530  
       Email:             [mark.quinlan@ca.ey.com](mailto:mark.quinlan@ca.ey.com)

Full Name of Creditor: \_\_\_\_\_ (the "Creditor")

This is to advise that the Creditor is in receipt of the Notice of Revision or Notice of Disallowance issued by the Monitor in these proceedings and that the above noted Creditor disputes such Notice.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Please Print Name)