

Vancouver Registry
Estate No. 11-1602931
Court No. B-120334



IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY

IN THE MATTER OF THE PROPOSAL OF
TYAM CIVIL CONSTRUCTORS LTD.

ORDER

BEFORE *The Honourable*) MONDAY, THE 2ND DAY OF
Mr. Justice Curtis) APRIL, 2012

UPON THE APPLICATION of the Tyam Civil Constructors Ltd. coming on for hearing at Vancouver, British Columbia, on this day; AND UPON hearing Magnus Verbrugge, counsel for Tyam Civil Constructors Ltd., and Marcel J. Peerson, counsel for Tyam Construction Ltd.; AND UPON reading the Affidavit of Jason York filed on March 29, 2012, and the pleadings and other materials filed herein; AND PURSUANT TO Sections 25(1), 25(1.3), 39, 39(3), 50(10), 50.6 and 187(12) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "BIA"), Rules 6 and 11 of the *Bankruptcy and Insolvency Act General Rules*, section 88 of the *Trustee Act*, R.S.B.C. 1996, Chapter 464, and the inherent jurisdiction of This Honourable Court.

THIS COURT ORDERS AND DECLARES THAT:

TRUST CLAIM SETTLEMENT PROGRAM

1. G. Powroznik Group Inc. of G-Force Group ("**G-Force**"), is hereby authorized and directed to develop and co-ordinate a process on behalf of TCC (the "**Trust Claim Settlement Program**") to assess trust claims relating specifically to TCC work contracts for which funds are payable to TCC (collectively, the "**Potential Trust Funds**") that could, upon receipt by TCC, be impressed with a trust pursuant to section 10 of the *Builder's Lien Act*, SBC 1997, Chapter 45 (the "**BLA**").
2. Customers of TCC are hereby authorized to pay all Potential Trust Funds due and owing to TCC to G-Force, on behalf of and as agent for TCC as statutory trustee pursuant to section 10 of the BLA, but without prejudice to the rights and obligations of

TCC and such customers pursuant to the applicable contracts (“**TCC Contracts**”) under which Potential Trust Funds are paid. For greater certainty, any such payment by a customer of TCC to G-Force shall constitute a payment by such customer to TCC under the applicable TCC Contract.

3. G-Force is authorized and directed to deposit any Potential Trust Funds received into an interest bearing trust account (the “**Trust Account**”), and to keep records of all such deposits sufficient to identify in each case the source of the deposit, the amount of the deposit, the TCC Contract to which such deposit relates, and such other information as G-Force may consider necessary in its discretion.

4. G-Force is authorized to notify all creditors known to supply labour, materials and services for TCC Contracts (“**Qualifying Services**”) of this Order, and coordinate a claims process to determine whether there are claims that would qualify as trust claims under the BLA against the Potential Trust Funds (the “**Potential Trust Claims**”) and to keep records of all such claims for Qualifying Services sufficient to identify in each case the job site, the nature of the goods or services provided, the amounts owing and such other information G-Force may consider necessary in its discretion.

5. G-Force shall retain the Potential Trust Funds in the Trust Account and shall not deal with the Potential Trust Funds, other than to place them into a suitable interest bearing trust account or purchase a suitable interest bearing contract, until and except as directed by further court order.

6. G-Force is authorized to retain legal counsel in respect of its development and administration of the Trust Claim Settlement Program, including dealing with Potential Trust Funds and administering the Trust Account.

7. G-Force shall be entitled to reasonable compensation for its administration of the Trust Claim Settlement Program, and shall be entitled to be reimbursed for its reasonable fees and expenses (including fees and expenses of its counsel) from the Potential Trust Funds, in an amount to be determined by further Order of the Court.

DIP FINANCING

8. TCC is hereby authorized and empowered to obtain and borrow under a credit facility from Tyam Construction Ltd. (the “**DIP Lender**”) in order to finance the continuation of the business and preservation of all current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof of TCC (the “**Property**”), provided that borrowings under such credit facility shall not exceed \$2,500,000 unless permitted by further Order of the Court.

9. Such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between TCC and the DIP Lender dated as of March 15, 2012 (the “**Commitment Letter**”), as filed.

10. TCC is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and TCC is hereby authorized and directed to pay and perform all of the indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provisions of this Order.

11. The DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on all present and after-acquired real and personal property of TCC. The DIP Lender’s Charge will rank in priority over the claims of any creditor of TCC except the secured claims of those creditors listed in Schedule “A” attached hereto, provided that, for greater certainty, any security interests of the secured creditors in the property of TCC that may exist independent of this Order shall not be affected by this Order as to their validity, enforceability and priority. The DIP Lender’s Charge shall not secure an obligation that exists before this Order is made.

12. Notwithstanding any other provision of this Order:

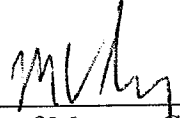
- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender’s Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under any of the Definitive Documents or the DIP Lender’s Charge, the DIP Lender, upon two (2) days notice to TCC and G-Force, may exercise any and all of its rights and remedies against TCC or the Property or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender’s Charge, including without limitation, to cease making advances to TCC and set off and/or consolidate any amounts owing by the DIP Lender to the Petitioner against the obligations of the Petitioner to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender’s Charge, to make demand, accelerate payment and give other notices, or to apply to this Court of the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against TCC and for the appointment of a trustee in bankruptcy for TCC; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of TCC or the Property.

MISCELLANEOUS

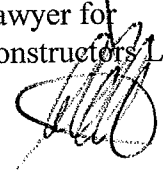
13. G-Force shall post a copy of this Order on its website and shall, as soon as reasonably practicable, send a copy of this Order, electronically or by mail, to all of

TCC's creditors listed in TCC's Notice of Intention to Make a Proposal filed March 15, 2012.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Magnus C. Verbrugge
 party lawyer for
Tyam Civil Constructors Ltd.

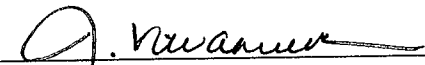


Signature of Marcel J. Peerson
 party lawyer for
Tyam Construction Ltd.

Signature of
 party lawyer for

RES.

By the Court.



Registrar

CHECKED
FDAM
ONLY

SCHEDULE "A"

A-Pro Automotive Sales Ltd.
#104 – 5968 205 A St.
Langley, BC V3A 8C4

A-Pro Automotive Services (2011) Ltd.
#104 – 5968 205 A St.
Langley, BC V3A 8C4

Bank of Montreal
#110, 7488 King George Highway
Surrey, BC V3W 0H9

Dams Ford Lincoln Sales Ltd.
14530 – 104 Avenue
Surrey, BC V3R 1L9

First West Leasing Ltd.
6470 201 Street
Langley, BC V2Y 2X4

Fraser City Motors Ltd., dba Langley
Chrysler
19417 Langley By-Pass
Surrey, BC V3S 7R2

Gold Key Sales and Lease Ltd.
19545 No. 10 Highway
Surrey, BC V3S 6K1

Hino Central
20020 96th Avenue
Langley, BC V1M 4C3

Integrated Distribution Systems LP
o/a Wajax Industries
16745 – 111 Avenue NW
Edmonton, AB T5M 2S4

Jevco Insurance Company
5250 Decarie Blvd., Suite 100
Montreal, QC H3X 2H9

Kal Tire A Corporate Partnership
975 Coutts Way
Abbotsford, BC V2S 7M2

Kal Tire A Corporate Partnership
2501 48th Ave
Vernon, BC V1T 3P9

Kal Tire
975 Coutts Way
Abbotsford, BC V2S 7M2

Marcel's Equipment Ltd.
1600 Kosmina Rd.
Vernon, BC V1T 8T2

Peterbilt Trucks Pacific Inc.
19740 96th Avenue
Surrey, BC V4N 4C2

Estate No. 11-1602931
Court No. B-120334
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY

IN THE MATTER OF THE PROPOSAL OF

TYAM CIVIL CONSTRUCTORS LTD.

ORDER

MCV

BORDEN LADNER GERVAIS LLP
1200 Waterfront Centre
200 Burrard Street
P.O. Box 48600
Vancouver, British Columbia
V7X 1T2
Telephone: (604) 640-4198
Attn: Magnus C. Verbrugge
Client/Matter 545180/000000