

Laidlaw Inc. and Laidlaw Investments Ltd. | Order of Farley, J. dated August 10, 2001 for an Order approving a procedural protocol and a claim process

Canadian Insolvency Court Filings | Court File No. 01-CL-4178 | I.I.C. Ct. Filing 79627579003

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Canadian Insolvency Court Filings
Laidlaw Inc. and Laidlaw Investments Ltd. — Court File No. 01-CL-4178

**11. — Order of Farley, J. dated August 10, 2001 for an
Order approving a procedural protocol and a claim process**

Re Laidlaw Inc. and Laidlaw Investments Ltd., Court File No. 01-CL-4178 (Superior Court of Justice, Commercial List, Toronto)

— Order

In the Matter of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as Amended and In the Matter of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as Amended and In the Matter of the *Business Corporations Act* (Ontario), R.S.O. 1990, c. B.16, as Amended Laidlaw Inc. and Laidlaw Investments Ltd. Applicants

SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

THE HONOURABLE	}	FRIDAY, THE 10{TH} DAY OF
	}	
MR. JUSTICE FARLEY	}	AUGUST, 2001

THIS MOTION made by Laidlaw Inc. ("LINC") and Laidlaw Investments Ltd. ("LIL") (collectively herein referred to as the "Applicants"), for an Order approving a procedural protocol and a claim process and such other relief as this Honourable Court may deem appropriate, was heard this day, at 393 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion and on reading the affidavit of Ivan Cairns sworn on August 7, 2001, (the "Affidavit"), filed.

ON HEARING the submissions of counsel for the Applicants, counsel for the debtholders under Laidlaw Inc.'s syndicated bank credit agreement (the "Bank Group"), counsel for the ad hoc committee of public debtholders under Laidlaw Inc.'s various public debt trust indentures (the "Noteholders' Committee"), counsel for Safety-Kleen Corp. and counsel for General Electric Capital Corporation and General Electric Capital Canada Inc., as agents for and on behalf of themselves and other lenders (collectively, the "DIP Lender").

Procedural Protocol

1. *THIS COURT ORDERS* that the procedural protocol (the "Protocol") annexed as Schedule "A" hereto be and is hereby approved by this Court on an interim basis and, upon approval of this form of Protocol by the United States Bankruptcy Court of the Western District of New York (the "U.S. Bankruptcy Court"), parties to this proceedings shall be governed by the Protocol, provided, however, that this Order shall not prejudice or preclude any person from asserting any objection or taking any position with respect to the approval or non-approval of the Protocol by the U.S. Bankruptcy Court.

Claims Process

2. *THIS COURT ORDERS* that the process and bar dates for filing proofs of claim and the form and manner of notice thereof (the "Claims Process") approved by the Order of the U.S. Bankruptcy Court dated August 7, 2001, a copy of which is annexed as Schedule "B" hereto [Not Attached], be and is hereby recognized and approved by this Honourable Court as the single Claims Process applicable to and binding on all creditors of the Applicants

and all creditors of Laidlaw USA, Inc., Laidlaw International Finance Corporation, Laidlaw Transportation, Inc. and Laidlaw One, Inc.

— **Schedule "A" — Cross-Border Insolvency Protocol for Laidlaw Inc. and Its Affiliates**

This cross-border insolvency protocol (the "Protocol") shall govern the conduct of all parties in interest in the Insolvency Proceedings (as such term is defined below):

A. — Background

1. Laidlaw Inc., a Canada corporation ("Laidlaw"), is the ultimate parent company of a multinational enterprise that operates, through its various subsidiaries and affiliates, in the United States, Canada and other countries (the "Laidlaw Businesses").

2. Laidlaw and certain of its direct and indirect subsidiaries and affiliates (collectively, the "U.S. Debtors") have commenced reorganization cases (collectively, the "U.S. Cases") under chapter 11 of the *United States Bankruptcy Code*, 11 U.S.C. §§101-1330 (the "*Bankruptcy Code*"), in the United States Bankruptcy Court for the Western District of New York (the "U.S. Court"). The U.S. Debtors are continuing in possession of their respective properties and are operating and managing their businesses, as debtors in possession, pursuant to sections 1107 and 1108 of the *Bankruptcy Code*. In the coming weeks it is anticipated that the office of the United States trustee (the "U.S. Trustee") will appoint an official committee of unsecured creditors in the U.S. Cases (the "Committee").

3. Laidlaw and its Canadian subsidiary, Laidlaw Investments Ltd. (which, although they are also debtors in the U.S. Cases, are referred to herein as the "Canadian Debtors"), have commenced insolvency proceedings (collectively, the "Canadian Cases") by filing an application under the *Canadian Companies' Creditors Arrangement Act* (the "CCAA") with the Ontario Superior Court of Justice in Toronto, Ontario (the "Canadian Court"), and Orders have been made (collectively, the "CCAA Order") under which (a) the Canadian Debtors have been determined to be entitled to relief under the CCAA and (b) Ernst & Young Inc. ("EYI") was appointed as monitor (in such capacity, the "Monitor") and information officer (in such capacity, the "Information Officer") of the Canadian Debtors, with the rights, powers, duties and limitations upon liabilities set forth in the CCAA and the CCAA Order.

4. For convenience, (a) the U.S. Debtors and the Canadian Debtors shall be referred to herein collectively as the "Debtors," (b) the U.S. Cases and the Canadian Cases shall be referred to herein collectively as the "Insolvency Proceedings" and (c) the U.S. Court and the Canadian Court shall be referred to herein collectively as the "Courts."

B. — Purpose and Goals

5. While proceedings are pending in the United States and Canada for Laidlaw and LIL, the implementation of basic administrative procedures is necessary to coordinate certain activities in the Insolvency Proceedings and ensure the maintenance of the Courts' independent jurisdiction and to give due effect to the doctrines of comity and collateral estoppel. Accordingly, this Protocol has been developed to promote the following mutually desirable goals and objectives in both the U.S. Cases and the Canadian Cases:

- harmonize, coordinate and minimize and avoid duplication of activities in the Insolvency Proceedings before the U.S. Court and the Canadian Court;
- promote the orderly and efficient administration of the Insolvency Proceedings to, among other things, maximize the efficiency of the Insolvency Proceedings, reduce the costs associated therewith and avoid duplication of effort, all in order to allow the Laidlaw Businesses to be reorganized as a global enterprise;
- honor the independence and integrity of the Courts and other courts and tribunals of the United States and Canada;

- promote international cooperation and respect for comity among the Courts;
- facilitate the fair, open and efficient administration of the Insolvency Proceedings; and
- implement a framework of general principles to address basic administrative issues arising out of the cross-border nature of the Insolvency Proceedings.

C. — Comity and Independence of the Courts

6. The approval and implementation of this Protocol shall not divest or diminish the U.S. Court's and the Canadian Court's independent jurisdiction. By approving and implementing this Protocol, neither the U.S. Court, the Canadian Court, the Debtors nor any creditors or interested parties shall be deemed to have approved or engaged in any infringement on the sovereignty of the United States or Canada.

7. The U.S. Court shall have sole and exclusive jurisdiction and power over the conduct of the U.S. Cases and the hearing and determination of matters arising in the U.S. Cases. The Canadian Court shall have sole and exclusive jurisdiction and power over the conduct of the Canadian Cases and the hearing and determination of matters arising in the Canadian Cases.

8. In accordance with the principles of comity and independence established in paragraphs 6 and 7 above, nothing contained herein shall be construed to:

- increase, decrease or otherwise modify the independence, sovereignty or jurisdiction of the U.S. Court, the Canadian Court or any other court or tribunal in the United States or Canada, including the ability of any such court or tribunal to provide appropriate relief under applicable law on an *ex parte* or "limited notice" basis;
- require the U.S. Court to take any action that is inconsistent with its obligations under the United States Constitution or the laws of the United States;
- require the Canadian Court to take any action that is inconsistent with its obligations under the laws of Canada;
- require the Debtors, the Committee, or the Estate Representatives (as such term is defined below) to take any action or refrain from taking any action that would result in a breach of any duty imposed on them by any applicable law; or
- authorize any action that requires the specific approval of one or both of the Courts under the *Bankruptcy Code* or the CCAA after appropriate notice and a hearing (except to the extent that such action is specifically described in this Protocol).

9. The Debtors, the Committee, the Estate Representatives and their respective employees, members, agents and professionals shall respect and comply with the independent, nondelegable duties imposed upon them by the *Bankruptcy Code*, the CCAA Order and other applicable laws, regulation or orders of tribunals of competent jurisdiction.

D. — Cooperation

10. To assist in the efficient administration of the Insolvency Proceedings, the Debtors and the Committee shall (a) cooperate with each other in connection with actions taken in both the U.S. Court and the Canadian Court and (b) take any other appropriate steps to coordinate the administration of the U.S. Cases and the Canadian Cases for the benefit of the Debtors' respective estates.

11. To harmonize and coordinate the administration of the Insolvency Proceedings, the U.S. Court and the Canadian Court each shall use its best efforts to coordinate activities with and defer to the judgment of the other Court, where appropriate and feasible.

(a) The Courts shall use their best efforts to coordinate activities in the Insolvency Proceedings so that the subject matter of any particular action, suit, request, application, contested matter or other proceeding may be determined in one Court only.

(b) The U.S. Court and the Canadian Court may communicate with one another with respect to any matter relating to the Insolvency Proceedings.

(c) The U.S. Court and the Canadian Court may conduct joint hearings with respect to any matter relating to the conduct, administration, determination or disposition of any aspect of the U.S. Cases or the Canadian Cases if both Courts determine and agree that such joint hearings are necessary or advisable to facilitate the proper and efficient conduct of the Insolvency Proceedings. With respect to any such joint hearings, unless otherwise ordered by both Courts, the following procedures shall be followed.

- A telephone or video link shall be established so that both the U.S. Court and the Canadian Court shall be able to simultaneously hear the proceedings in the other Court.
- Submissions or applications by any party that are or become the subject of a joint hearing of the Courts (collectively, "Pleadings") shall be made or filed initially only with the Court in which such party is appearing and seeking relief. Promptly after the scheduling of any joint hearing, the party submitting such pleadings to one Court shall file courtesy copies with the other Court. In any event, Pleadings seeking relief from both Courts must be filed with both Courts.
- Any party intending to rely on written evidentiary materials in support of a submission to the U.S. Court or the Canadian Court in connection with any joint hearing (collectively, "Evidentiary Materials") shall file such Evidentiary Materials in advance of the joint hearing. To the fullest extent possible, the Evidentiary Materials filed in each Court shall be substantially identical and shall be consistent with the procedural and evidentiary rules and requirements of each Court.
- If a party has not previously appeared in or otherwise attorned to the jurisdiction of a Court, it shall be entitled to file Pleadings or Evidentiary Materials in connection with the joint hearing without being deemed to have attorned to the jurisdiction of the Court by virtue of filing such Pleadings or Evidentiary Materials, provided that the party does not request any affirmative relief from such Court.
- The Judge of the U.S. Court and the Justice of the Canadian Court shall be entitled to communicate with each other in advance of any joint hearing, with or without counsel being present, to (i) establish guidelines for the orderly submission of pleadings, Evidentiary Materials and other papers and the rendering of decisions by the U.S. Court and the Canadian Court and (ii) address any related procedural or administrative matters.
- The Judge of the U.S. Court and the Justice of the Canadian Court shall be entitled to communicate with each other after any joint hearing, without counsel present, for the purposes of (i) determining whether consistent rulings can be made by both Courts, (ii) coordinating the terms of the Courts' respective rulings and (iii) addressing any other procedural or administrative matter.

12. Notwithstanding the terms of paragraph 11 above, the Protocol recognizes that the U.S. Court and the Canadian Court are independent courts. Accordingly, although the Courts will seek to cooperate and coordinate with each other in good faith, each of the Courts shall be entitled at all times to exercise its independent jurisdiction and

authority with respect to (a) matters presented to such Court and (b) the conduct of the parties appearing in such matters.

E. — Retention and Compensation of Estate Representatives and Professionals

13. Except as provided in paragraph 18 below, the Monitor Parties (as such term is defined below) and any other estate representatives appointed in the Canadian Cases (collectively, the "Canadian Representatives") shall be subject to the sole and exclusive jurisdiction of the Canadian Court with respect to all matters, including: (a) the Canadian Representatives' tenure in office; (b) the retention and compensation of the Canadian Representatives; (c) the Canadian Representatives' liability, if any, to any person or entity, including the Canadian Debtors and any third parties, in connection with the Insolvency Proceedings; and (d) the hearing and determination of any other matters relating to the Canadian Representatives arising in the Canadian Cases under the CCAA or other applicable Canadian law. Except as otherwise provided herein, the Canadian Representatives and their Canadian counsel and any other Canadian professionals shall not be required to seek approval of their retention in the U.S. Court. Additionally, except as otherwise provided herein, the Canadian Representatives and their Canadian counsel and other Canadian professionals (a) shall be compensated for their services solely in accordance with the CCAA and other applicable Canadian law or orders of the Canadian Court and (b) shall not be required to seek approval of their compensation in the U.S. Court.

14. The Monitor, the Information Officer and their respective officers, directors, employees, counsel and agents, wherever located (collectively, the "Monitor Parties"), shall be entitled to the same protections and immunities in the United States as those granted to them under the CCAA and the CCAA Order. In particular, except as otherwise provided in any subsequent order entered in the Canadian Cases, the Monitor Parties shall incur no liability or obligations as a result of the CCAA Order, the appointment of the Monitor or the Information Officer or carrying out of the provisions of the CCAA and the CCAA Order by the Monitor Parties, except any such liability arising from actions of the Monitor Parties constituting gross negligence or willful misconduct.

15. Any estate representatives appointed in the U.S. Cases, including any examiners or trustees appointed in accordance with section 1104 of the *Bankruptcy Code* (collectively, "U.S. Representatives" and, together with the Canadian Representatives, the "Estate Representatives"), shall be subject to the sole and exclusive jurisdiction of the U.S. Court with respect to all matters, including: (a) the U.S. Representatives' tenure in office; (b) the retention and compensation of the U.S. Representatives; (c) the U.S. Representatives' liability, if any, to any person or entity, including the U.S. Debtors and any third parties, in connection with the Insolvency Proceedings; and (d) the hearing and determination of any other matters relating to the U.S. Representatives arising in the U.S. Cases under the *Bankruptcy Code* or other applicable laws of the United States. The U.S. Representatives and their U.S. counsel and other U.S. professionals shall not be required to seek approval of their retention in the Canadian Court. Additionally, the U.S. Representatives and their U.S. counsel and other U.S. professionals (a) shall be compensated for their services solely in accordance with the *Bankruptcy Code* and other applicable laws of the United States or orders of the U.S. Court and (b) shall not be required to seek approval of their compensation in the Canadian Court.

16. Any professionals retained by the Canadian Debtors or the Committee or any Canadian legal or financial advisors retained by the Debtors' prepetition bank group or the informal committee of the Debtors' prepetition noteholders for activities performed in Canada or in connection with the Canadian Cases (collectively, the "Canadian Professionals") shall be subject to the sole and exclusive jurisdiction of the Canadian Court. Accordingly, the Canadian Professionals (a) shall be subject to the procedures and standards for retention and compensation applicable in the Canadian Court under the CCAA, the CCAA Order and any other applicable Canadian law or orders of the Canadian Court and (b) shall not be required to seek approval of their retention or compensation in the U.S. Court.

17. Any professionals retained by the U.S. Debtors or the Committee for activities performed in the United States or in connection with the U.S. Cases (collectively, the "U.S. Professionals") shall be subject to the sole and exclusive

jurisdiction of the U.S. Court. Accordingly, the U.S. Professionals (a) shall be subject to the procedures and standards for retention and compensation applicable in the U.S. Court under the *Bankruptcy Code* and any other applicable laws of the United States or orders of the U.S. Court and (b) shall not be required to seek approval of their retention or compensation in the Canadian Court.

18. In addition to its roles as Monitor and Information Officer in the Canadian Cases, the U.S. Debtors are seeking authority to retain EYI as their restructuring accountants and financial advisors in the U.S. Cases. Notwithstanding anything above to the contrary, EYI: (a) shall be required to obtain the approval of their retention as restructuring accountants and financial advisor to the U.S. Debtors in the U.S. Court in accordance with section 327 of the *Bankruptcy Code*; (b) shall be subject to the procedures and standards for review and approval of compensation and reimbursement of expenses applicable in the U.S. Court under the *Bankruptcy Code* and any other applicable laws of the United States or orders of the U.S. Court for all services performed by EYI for the Debtors as restructuring accountants and financial advisors to the U.S. Debtors; and (c) shall disclose to the U.S. Court its compensation received as the Monitor or Information Officer in the Canadian Cases or otherwise. Except with respect to the disclosure of EYI's fees and expenses as Monitor or Information Officer to the U.S. Court, nothing in this paragraph shall modify the sole and exclusive jurisdiction of the Canadian Court over the Monitor Parties, as set forth in paragraph 13 above. Moreover, any services performed by the Monitor or the Information Officer at the direction of the Canadian Court shall be considered "necessary services" under section 330(a)(i) of the *Bankruptcy Code*.

F. — Notice

19. Notice of any motion, application or other pleading or paper filed in one or both of the Insolvency Proceedings and notice of any related hearings or other proceedings mandated by applicable law in connection with the Insolvency Proceedings or the Protocol shall be given by appropriate means (including, where circumstances warrant, by courier, telecopier or other electronic forms of communication) to the following: (a) all creditors and other interested parties in accordance with the practice of the jurisdiction where the papers are filed or the proceedings are to occur; and (b) to the extent not otherwise entitled to receive notice under subpart (a) of this sentence, counsel to the Committee, counsel to the Monitor, the U.S. Trustee and such other parties as may be designated by either of the Courts from time to time. Notice in accordance with this paragraph shall be given by the party otherwise responsible for effecting notice in the jurisdiction where the underlying papers are filed or the proceedings are to occur. In addition to the foregoing, upon request, the Debtors shall provide the U.S. Court or the Canadian Court, as the case may be, with copies of all orders, decision, opinions or similar papers issued by the other Court in the Insolvency Proceedings.

G. — Recognition of Stays of Proceedings

20. The Canadian Court hereby recognizes the validity of the stay of proceedings and actions against the U.S. Debtors and their assets under section 362 of the *Bankruptcy Code* (the "U.S. Stay"). In recognition of the importance of the U.S. Stay to the successful completion of the Insolvency Proceedings for the benefit of the Debtors and their respective estates, the Canadian Court shall extend and enforce the U.S. Stay in Canada (to the same extent that such stay of proceedings and actions is applicable in the United States) to prevent adverse actions against the assets, rights and holdings of the U.S. Debtors in Canada. In implementing the terms of this paragraph, the Canadian Court may consult with the U.S. Court regarding (a) the interpretation and application of the U.S. Stay and any orders of the U.S. Court modifying or granting relief from the U.S. Stay and (b) the enforcement of the U.S. Stay in Canada.

21. The U.S. Court hereby recognizes the validity of the stay of proceedings and actions against the Canadian Debtors and their assets under the CCAA Order (the "Canadian Stay"). In implementing the terms of this paragraph, the U.S. Court may consult with the Canadian Court regarding (a) the interpretation and application of the Canadian Stay and any orders of the Canadian Court modifying or granting relief from the Canadian Stay and (b) the enforcement of the Canadian Stay in the United States.

22. Nothing contained herein shall affect or limit the Debtors' or other parties' rights to assert the applicability or non-applicability of the U.S. Stay or the Canadian Stay to any particular proceeding, property, asset, activity or other matter, wherever pending or located.

H. — Effectiveness: Modification

23. This Protocol shall become effective only upon its approval by both the U.S. Court and the Canadian Court.

24. This Protocol may not be supplemented, modified, terminated or replaced in any manner except upon the approval of both the U.S. Court and the Canadian Court after notice and a hearing. Notice of any legal proceeding to supplement, modify, terminate or replace this Protocol shall be given in accordance with paragraph 19 above.

I. — Procedure for Resolving Disputes Under the Protocol

25. Disputes relating to the terms, intent or application of this Protocol may be addressed by interested parties to either the U.S. Court, the Canadian Court or both Courts upon notice in accordance with paragraph 19 above. In rendering a determination in any such dispute, the Court to which the issue is addressed: (a) shall consult with the other Court; and (b) may, in its sole and exclusive discretion, either (i) render a binding decision after such consultation, (ii) defer to the determination of the other Court by transferring the matter, in whole or in part, to the other Court or (iii) seek a joint hearing of both Courts in accordance with paragraph 11(c) above. Notwithstanding the foregoing, in making a determination under this paragraph, each Court shall give due consideration to the independence, comity and inherent jurisdiction of the other Court established under existing law.

26. In implementing the terms of paragraphs 11, 20, 21 and 25 above and the other provisions of the Protocol, the U.S. Court and the Canadian Court may, in their sole discretion, provide advice or guidance to each other with respect to legal issues in accordance with the following procedures:

- The U.S. Court or the Canadian Court, as applicable, shall provide any such advice or guidance to the other Court in writing.
- Copies of such written advice or guidance shall be served by the applicable Court in accordance with paragraph 19 hereof.
- The Debtors, the Committee, the Estate Representatives, the U.S. Trustee and any other affected or interested party shall be entitled to make submissions to the appropriate Court in response to or in connection with any written advice or guidance received from the other Court.

J. — Preservation of Rights

27. Neither the terms of this Protocol nor any actions taken under the terms of this Protocol shall (i) prejudice or affect the powers, rights, claims and defenses of the Debtors and their estates, the Committee, the Estate Representatives, the U.S. Trustee or any of the Debtors' creditors under applicable law, including the *Bankruptcy Code* and the CCAA or (ii) preclude or prejudice the right of any person to assert or pursue such person's substantive rights against any other person under the applicable laws of Canada or the United States.

**— Schedule "B" — Order Establishing Bar Dates for Filing Proofs
of Claim and Approving Form and Manner of Notice Thereof**

United States Bankruptcy Court Western District of New York

In re: : *Jointly Administered*
: *Case Nos. 01-14099 K through 01-14104*
: *K*

<i>LAIDLAW USA, INC.,</i>	:	
<i>LAIDLAW INC.,</i>	:	
<i>LAIDLAW INVESTMENTS LTD.,</i>	:	<i>Chapter 11</i>
<i>LAIDLAW INTERNATIONAL FINANCE</i>	:	
<i>CORPORATION,</i>	:	
	:	
<i>LAIDLAW TRANSPORTATION, INC. and</i>	:	
<i>LAIDLAW ONE, INC.,</i>	:	
	:	
<i>Debtors.</i>	:	

This matter coming before the Court on the Motion of Debtors and Debtors in Possession for an Order Establishing Bar Dates for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof (the "Motion") filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); the Court having reviewed the Motion and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the "Hearing"); the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. §157(b)(2) and (c) notice of the Motion and the Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. Capitalized terms not otherwise defined herein have the meanings given to them in the Motion. In addition, as used herein, (a) the term "claim" has the meaning given to it in section 101(5) of the *Bankruptcy Code*, (b) the term "entity" has the meaning given to it in section 101(15) of the *Bankruptcy Code* and (c) the term "governmental unit" has the meaning given to it in section 101(27) of the *Bankruptcy Code*.
3. The Bar Date Notice substantially in the form attached hereto as Exhibit A and incorporated herein by reference and the forms of the Publication Notice and the Proof of Claim Form and the manner of providing notice of the Bar Dates proposed in the Motion, are approved in all respects pursuant to Bankruptcy Rules 2002(a)(7) and 2002(1). The form and manner of notice of the Bar Dates approved herein are deemed to fulfill the notice requirements of the Bankruptcy Rules. Notwithstanding the foregoing, the Debtors are authorized to serve the Bar Date Notice Package in the manner described in paragraph 4 below.
4. The Debtors, through Logan, shall serve all entities, wherever located, holding actual or potential prepetition claims of any kind or nature against any of the Debtors with the Bar Date Notice Package by first class United States mail, postage prepaid, as soon as practicable, but in any event no later than 15 days after the date that the Canadian Court enters an order (the "Recognition Order") recognizing this Order in the Canadian Cases as being applicable to and binding on all creditors of the Canadian Debtors. A draft copy of the Recognition Order is attached hereto as Exhibit B and incorporated herein by reference. A copy of the Recognition Order once it is approved by the Canadian Court shall be filed with this Court and shall be recognized and given effect by this Court without any further action in accordance with the terms of the Protocol. The date on which the Debtors actually serve the Bar Date Notice Package is referred to herein as the "Service Date."
5. Except as provided in paragraphs 7 through 9 of this Order, any entity, wherever located, other than a governmental unit, holding a prepetition claim against a Debtor must file a proof of claim in accordance with the procedures described herein by the General Bar Date. The General Bar Date shall be fixed by the Debtors as a date that is no fewer than 60 days after the Service Date. The General Bar Date shall be identified in the Bar Date Notice and the Publication Notice. Except as provided in paragraphs 7 through 9 of this Order, the General Bar Date applies to all entities, other than governmental units, holding claims against the Debtors (whether secured, unsecured priority or unsecured nonpriority) that arose prior to the Petition Date, including entities whose claims

against a Debtor arise out of the obligations of those entities under a contract for the provision of liability insurance to the Debtor.

6. Except as provided in paragraphs 7 through 9 of this Order, in accordance with section 502(b)(9) of the *Bankruptcy Code*, any governmental unit, wherever located, holding an actual or potential prepetition claim against a Debtor must file a proof of claim in accordance with the procedures described herein by December 26, 2001 (the "Government Bar Date"). The Government Bar Date shall be identified in the Bar Date Notice and the Publication Notice. Except as provided in paragraphs 7 through 9 of this Order, the Government Bar Date applies to all governmental units holding claims against the Debtors (whether secured, unsecured priority or unsecured nonpriority) that arose prior to the Petition Date, including governmental units holding claims against a Debtor for unpaid taxes, whether such claims arise from prepetition tax years or periods or prepetition transactions to which the Debtor was a party.

7. The following entities whose claims otherwise would be subject to the General Bar Date or the Government Bar Date shall not be required to file proofs of claim in these chapter 11 cases (collectively, the "Cases"):

(a) any entity that already has filed properly a proof of claim against one or more of the Debtors in accordance with the procedures described herein and in the Motion;

(b) any entity (i) whose claim against a Debtor is not listed as disputed, contingent or unliquidated in the Schedules and (ii) that agrees with the nature, classification and amount of its claim as identified in the Schedules;

(c) any entity whose claim against a Debtor previously has been allowed by, or paid pursuant to, an order of this Court;

(d) any of the Laidlaw Companies that is a majority-owned direct or indirect subsidiary of Laidlaw Inc., including any Debtors that hold claims against one or more of the other Debtors; *provided, however*, that the foregoing exclusion in this subparagraph 7(d) will not apply, under any circumstances, to Safety-Kleen Corp. or any of its direct or indirect subsidiaries;

(e) any entity whose claim is limited exclusively to a claim for the repayment by the applicable Debtor of principal, interest and other applicable fees and charges (a "Debt Claim") on or under the Debtors': (i) outstanding series of debt securities issued pursuant to an Indenture, dated as of April 16, 1991, as supplemented and amended by the First Supplemental Indenture, dated as of October 15, 1992, the Second Supplemental Indenture, dated as of September 27, 1996, and the Third Supplemental Indenture, dated as of October 20, 2000 (collectively, the "1991 Indenture"), between LINC and the Montreal Trust Company of Canada ("MTCC"); (ii) outstanding series of debt securities issued pursuant to an Indenture, dated as of July 22, 1992, as supplemented and amended by the First Supplemental Indenture, dated as of July 17, 1996, and the Second Supplemental Indenture, dated as of November 2, 2000 (collectively, the "1992 Indenture"), between LINC and U.S. Bank National Association, as successor trustee ("U.S. Bank" and, together with MTCC, the "Indenture Trustees"); (iii) outstanding series of debt securities issued pursuant to an Indenture, dated as of September 11, 1997, as supplemented and amended by the First Supplemental Indenture, dated as of November 2, 2000 (collectively, the "1997 Indenture"), between LINC and U.S. Bank; and (iv) outstanding series of debt securities issued pursuant to an Indenture, dated as of November 28, 1995, as supplemented and amended by the First Supplemental Indenture, dated as of November 2, 2000 (collectively, the "1995 Indenture"), among Laidlaw One, Inc., LINC, as guarantor, and U.S. Bank (the 1991 Indenture, the 1992 Indenture, the 1997 Indenture and the 1995 Indenture are hereinafter collectively referred to as the "Indentures"); *provided, however*, that (i) each Indenture Trustee under the applicable Indentures will be required to file a proof of claim on behalf of all applicable holders on account of Debt Claims on or under such Indentures on or before the General Bar Date absent a prior stipulation regarding the amount of

the Debt Claims, (ii) any holder of notes issued under the Indentures that wishes to assert its respective Debt Claim in a form or amount different than that filed by the applicable Indenture Trustee or that asserts a claim against the Debtors arising out of or relating to the Indentures, other than a Debt Claim, will be required to file a proof of claim on or before the General Bar Date, unless another exception identified in this paragraph 7 applies, (iii) each Indenture Trustee may file a single, consolidated proof of claim on behalf of itself and each holder of a Debt Claim on or under the applicable Indentures against all of the Debtors, which single consolidated proof of claim shall be deemed filed in each of the Cases, provided that nothing contained herein shall affect the right, if any, of each holder of a Debt Claim to vote separately the amount of its respective claims with regard to any plan of reorganization for which solicitation of acceptances will be sought in these Cases and (iv) the Indenture Trustees shall not be required to file with the proofs of claim any instruments, agreements or other documents evidencing the obligations owing by the Debtors to the Indenture Trustees or other holders of a Debt Claim with respect to the Debt Claims; and

(f) the Administrative Agent, the Lenders, the Prior Lenders, the Bridge Lenders, the Program Manager, the Documentary Credit Lenders and any issuers of a Letter of Credit (as each such term is defined in the Debtors' proposed joint plan of reorganization dated June 28, 2001 (the "Plan")) (collectively, the "Lender Entities") whose claim is limited exclusively to claims and other obligations owed by the Debtors, including payment of principal, interest, fees, costs and other expenses, under, arising out of, related to or in connection with the Pre-Petition Credit Agreement, the Original Credit Agreement, the Bridge Facility or Letters of Credit (as each such term is defined in the Plan) (collectively, the "Lender Claims"): *provided*, however, that (i) Canadian Imperial Bank of Commerce ("CIBC"), as Administrative Agent under the Prepetition Credit Facility, will be required to file a proof of claim on behalf of the Lender Entities on account of Lender Claims on or before the General Bar Date absent a prior stipulation regarding the amount of the Lender Claims, (ii) any Lender Entity that wishes to assert its respective Lender Claim in a form or amount different than that filed by CIBC or that asserts a claim against the Debtors other than a Lender Claim, will be required to file a proof of claim on or before the General Bar Date, unless another exception identified in this paragraph 7 applies, (iii) CIBC may file a single, consolidated proof of claim on behalf of the Lender Entities with respect to the Lender Claims against all of the Debtors, which single consolidated proof of claim shall be deemed filed in each of the Cases, provided that nothing contained herein shall affect the right, if any, of each Lender Entity to vote separately the amount of its respective Lender Claims with regard to any plan of reorganization for which solicitation of acceptances will be sought in these Cases and (iv) CIBC shall not be required to file with the proof of claim any instruments, agreements or other documents evidencing the obligations owing by the Debtors to the Lender Entities with respect to the Lender Claims.

8. Any entity holding a Rejection Damages Claim arising from the rejection of an executory contract or unexpired lease approved by an order of the Court entered prior to the confirmation of a plan of reorganization in the applicable Debtor's chapter 11 case (a "Rejection Order") shall be required to file a proof of claim in respect of such Rejection Damages Claim in accordance with the procedures described herein by the Rejection Bar Date. The Rejection Bar Date shall be the later of (a) the General Bar Date and (b) 30 days after the date of the applicable Rejection Order.

9. The Debtors shall retain the right to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to nature, amount, liability, classification or otherwise; and (b) subsequently designate any claim as disputed, contingent or unliquidated; *provided, however*, that if a Debtor amends its Schedules to reduce the undisputed, noncontingent and liquidated amount or to change the nature or classification of a claim against the Debtor, the affected claimant is required to file a proof of claim or amend any previously filed proof of claim in respect of the amended scheduled claim in accordance with the procedures described herein by the Amended Schedule Bar Date. The Amended Schedule Bar Date shall be the later of (a) the General Bar Date or the Government Bar Date, as applicable, and (b) 30 days after the date that notice of applicable amendment to the Schedules is served on the claimant. Notwithstanding the foregoing, except to the

extent otherwise set forth in an order allowing a creditor's claim, nothing contained herein shall preclude the Debtors from objecting to any claim, whether scheduled or filed, on any grounds.

10. Subject to the provisions of paragraphs 8 and 9 of this Order with respect to holders of claims subject to the Rejection Bar Date and the Amended Schedule Bar Date, the following entities must file a proof of claim on or before the General Bar Date or, with respect to claims of governmental units, on or before the Government Bar Date:

(a) any entity whose prepetition claim against a Debtor is not listed in the applicable Debtor's Schedules or is listed as disputed, contingent or unliquidated and that desires to participate in any of these chapter 11 cases or share in any distribution in any of these chapter 11 cases; and

(b) any entity that believes that its prepetition claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its claim allowed in a classification or amount other than that identified in the Schedules.

11. Any entity asserting claims against more than one Debtor, other than holders of Debt Claims or Lender Claims in such capacity, must file a separate proof of claim with respect to each such Debtor. In addition, any entity filing a proof of claim must identify on its proof of claim form the particular Debtor against which its claim is asserted.

12. Any entity holding an interest in any Debtor (an "Interest Holder"), which interest is based exclusively upon the ownership of common or preferred stock in a corporation, a general or limited partner interest in a limited partnership, a membership interest in a limited liability company or warrants or rights to purchase, sell or subscribe to such a security or interest (any such security or interest being referred to herein as an "Interest"), need not file a proof of interest on or before the General Bar Date; *provided, however*, that Interest Holders who wish to assert *claims* against any of the Debtors that arise out of or relate to the ownership or purchase of an Interest, including claims arising out of or relating to the sale, issuance or distribution of the Interest, must file proofs of claim on or prior to the General Bar Date, unless another exception contained herein applies.

13. Pursuant to Bankruptcy Rule 3003(c)(2), any entity that is required to file a proof of claim in these chapter 11 cases pursuant to the *Bankruptcy Code*, the Bankruptcy Rules or this Order with respect to a particular claim against a Debtor, but that fails to do so in a timely manner by the applicable Bar Date, shall be forever barred, estopped and enjoined from: (a) asserting any claim against the Debtors that the entity has that (i) is in an amount that exceeds the amount, if any, that is identified in the Schedules on behalf of such entity as undisputed, noncontingent and liquidated or (ii) is of a different nature or a different classification than any claim identified in the Schedules on behalf of such entity (any such claim being referred to herein as an "Unscheduled Claim"); or (b) voting upon, or receiving distributions under, any plan or plans of reorganization in these chapter 11 cases in respect of an Unscheduled Claim.

14. The Debtors shall serve on all known entities holding potential prepetition claims: (a) the Bar Date Notice, substantially in the form attached hereto as Exhibit A; and (b) a Proof of Claim Form, substantially in the form attached to the Motion as Exhibit B. The Debtors shall state on each Proof of Claim Form: (a) whether the entity's claim is listed in the Schedules and, if so, (b) the Debtor against which the entity's claim is scheduled and (c) whether the claim is listed as disputed, contingent or unliquidated. If a claim is listed in the Schedules in a liquidated amount that is not disputed or contingent, the Debtors also shall identify on the Proof of Claim Form the dollar amount of the claim as listed in the Schedules. Any entity that relies on the information in the Schedules shall bear responsibility for determining that its claim is accurately listed therein.

15. All objections filed to any claims asserted by any entity, wherever located, against any of the Debtors and all proceedings related thereto shall be heard and decided by this Court. All disputes, contested matters or proceedings

regarding the interpretation, effect or impact of this Order upon any of the Debtors' creditors or equity security holders, wherever located, or upon any other parties-in-interest shall be heard and decided by this Court.

16. For any proof of claim to be validly and properly filed, a signed original of the completed proof of claim, together with any accompanying documentation required by Bankruptcy Rules 3001(c) and 3001(d), must be delivered to Logan at the address identified on the Bar Date Notice so as to be received no later than 5:00 pm., Eastern Time, on the applicable Bar Date. Proofs of claim may be submitted in person or by courier service, hand delivery or mail. Proofs of claim submitted by facsimile or e-mail shall not be accepted. Proofs of claim shall be deemed filed when actually received by Logan. If a creditor wishes to receive acknowledgment of Logan's receipt of a proof of claim, the creditor also must submit to Logan by the applicable Bar Date and concurrently with submitting its original proof of claim (a) a copy of the original proof of claim and (b) a self-addressed, stamped return envelope.

17. Upon the advance express written consent of the Debtors or as otherwise provided herein, a claimant's proof of claim may be filed without the documents upon which the claim is based, as otherwise required by Bankruptcy Rules 3001(c) and 3001(d); *provided, however*, that any claimant that receives such a written consent shall be required to transmit these documents in support of its claim to Logan, the Debtors or other parties in interest within ten days after the date of a written request for such documents.

18. The Debtors shall cause the Publication Notice to be published on or prior to the Service Date in the national editions of *The Wall Street Journal*, *The New York Times*, *National Post* and *The Globe and Mail* and shall cause a French version of the Publication Notice to be published on or prior to the Service Date in *La Presse* in the Province of Quebec.

Dated: AUG - 7 2001

..... UNITED STATES BANKRUPTCY JUDGE

— Exhibit "A" — Notice of Bar Dates for Filing of Proofs of Claim

United States Bankruptcy Court Western District of New York

<i>In re:</i>	:	<i>Jointly Administered</i>
	:	<i>Case Nos. 01-14099 K through 01-14104</i>
	:	<i>K</i>
<i>LAIDLAW USA, INC.,</i>	:	
<i>LAIDLAW INC.,</i>	:	
<i>LAIDLAW INVESTMENTS LTD.,</i>	:	<i>Chapter 13</i>
<i>LAIDLAW INTERNATIONAL FINANCE CORPORATION,</i>	:	
	:	
<i>LAIDLAW TRANSPORTATION, INC. and</i>	:	
<i>LAIDLAW ONE, INC.</i>	:	
	:	
<i>Debtors.</i>	:	

TO ALL CREDITORS AND EQUITY INTEREST HOLDERS IN THE UNITED STATES, CANADA AND ELSEWHERE:

PLEASE TAKE NOTICE OF THE FOLLOWING:

On [.....], 2001, the United States Bankruptcy Court for the Western District of New York (the "Court") entered an order in the above-captioned chapter 11 cases (the "Bar Date Order") establishing certain claims bar dates in the chapter 11 cases (collectively, the "Cases") of the above-captioned debtors and debtors in possession (collectively,

the "Debtors"). By the Bar Date Order, the Court authorized the Debtors to fix as the general claims bar date (the "General Bar Date") a date that is no fewer than 60 days after the date of service of this Notice. Pursuant to this authority, the General Bar Date in the Debtors' chapter 11 cases has been fixed as [.....], 2001. Except as described below, the Bar Date Order requires all Entities, other than Governmental Units, that have or assert any prepetition Claims against the Debtors to file proofs of claim with Logan & Company, Inc. ("Logan"), the claims and noticing agent in these cases, so that their proofs of claim are received by Logan on or before 5.00 p.m., Eastern Time, on the General Bar Date. Please note that the terms "Entity," "Governmental Unit" and "Claim" are defined below.

Debtors Laidlaw Inc. and Laidlaw Investments Ltd. also are subject to proceedings in the Ontario Superior Court of Justice (the "Canadian Court") pursuant to the *Companies' Creditors Arrangement Act* under Court File No. 01-CL-4178 (the "Canadian Proceedings"). On [.....], 2001, the Canadian Court entered an order in the Canadian Proceedings (the "Recognition Order") recognizing the Bar Date Order as being applicable to and binding on all Canadian creditors of the Debtors. The Recognition Order also approved this form of notice. Accordingly, all provisions of the Bar Date Order, including the General Bar Date, the Governmental Bar Date, the Rejection Bar Date and the Amended Schedule Bar Date, as defined herein, are applicable to all Canadian creditors without further or other notice than as contemplated herein.

For your convenience, enclosed with this Notice is a proof of claim form, which identifies on its face the amount, nature and classification of your Claim(s), if any, listed in the Debtors' schedules of assets and liabilities and statements of financial affairs filed in these cases (collectively, the "Schedules").

Key Definitions

As used in this Notice, the term "*Entity*" has the meaning given to it in section 101(15) of the *Bankruptcy Code*, 11 U.S.C. §§101-1330 (the "*Bankruptcy Code*"), and includes all persons, estates, trusts, Governmental Units and the United States trustee, wherever located.

As used in this Notice, the term "*Governmental Unit*" has the meaning given to it in section 101(27) of the *Bankruptcy Code* and includes the United States; Canada; states; commonwealths; districts; territories; municipalities; foreign states; or departments, agencies or instrumentalities of the foregoing (but not including the United States trustee while serving as a trustee under the *Bankruptcy Code*).

As used in this Notice, the term "*Claim*," as to or against any of the Debtors, has the meaning given to it in section 101(5) of the *Bankruptcy Code* and includes: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

Who Must File a Proof of Claim and the Applicable Bar Dates

The Bar Dates

The Bar Date Order establishes the following bar dates for all of the Debtors for filing proofs of claim in these cases (collectively, the "Bar Dates"):

- (a) *The General Bar Date.* Pursuant to the Bar Date Order, all Entities, wherever located, other than Governmental Units, holding Claims against the Debtors (whether secured, unsecured priority or unsecured nonpriority) that arose prior to June 28, 2001 are required to file proofs of claim by the General Bar Date, including Entities whose Claims against a Debtor arise out of the obligations of those Entities under a contract for the provision of liability insurance to the Debtor.

(b) *The Government Bar Date.* In accordance with section 502(b)(9) of the *Bankruptcy Code*, all Governmental Units, wherever located, holding Claims against any of the Debtors (whether secured, unsecured priority or unsecured nonpriority) that arose prior to June 28, 2001 are required to file proofs of claim by December 26, 2001 (the "Government Bar Date"), including Governmental Units with Claims against a Debtor for unpaid taxes, whether such Claims arise from prepetition tax years or periods or prepetition transactions to which the Debtor was a party.

(c) *The Rejection Bar Date.* Any Entity whose Claims arise out of the rejection of an executory contract or unexpired lease, pursuant to section 365 of the *Bankruptcy Code*, that is approved by an order of the Court entered prior to the confirmation of a plan of reorganization in the applicable Debtor's chapter 11 case must file a proof of claim on or before the later of: (i) the General Bar Date and; (ii) 30 days after the date of the order authorizing the Debtor's rejection of the applicable contract or lease. The later of these dates is referred to in this Notice as the "Rejection Bar Date."

(d) *The Amended Schedule Bar Date.* If, subsequent to the mailing and publication of this Notice, the Debtors amend their Schedules to reduce the undisputed, noncontingent and liquidated amount or to change the nature or classification of a Claim against a Debtor reflected therein, the affected claimant is required to file a proof of claim or amend any previously filed proof of claim in respect of the amended scheduled claim on or before the later of: (i) the General Bar Date or the Government Bar Date, as applicable; and (ii) 30 days after the date that notice of the applicable amendment to the Schedules is served on the claimant. The later of these dates is referred to in this Notice as the "Amended Schedule Bar Date."

Entities That Must File Proofs of Claims by the General Bar Date or the Government Bar Date

Subject to terms described above for holders of Claims subject to the Rejection Bar Date and the Amended Schedule Bar Date, the following Entities must file proofs of claim on or before the General Bar Date or, with respect to Claims of Governmental Units, on or before the Government Bar Date:

- (a) any Entity whose prepetition Claim against a Debtor is not listed in the applicable Debtor's Schedules or is listed as "disputed," "contingent" or "unliquidated" and that desires to participate in any of these chapter 11 cases or share in any distribution in any of these chapter 11 cases; and
- (b) any Entity that believes its prepetition Claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its Claim allowed in a classification or amount other than that identified in the Schedules.

Entities Not Required to File Proofs of Claim by the General Bar Date or the Government Bar Date

The Bar Date Order further provides that the following Entities need not file proofs of claim by the General Bar Date or the Government Bar Date:

- (a) any Entity that already has filed properly a proof of claim against one or more of the Debtors in accordance with the procedures described in this Notice;
- (b) any Entity (i) whose Claim against a Debtor is not listed as "disputed," "contingent" or "unliquidated" in the Schedules and (ii) that agrees with the nature, classification and amount of its Claim as identified in the Schedules;
- (c) any Entity whose Claim against a Debtor previously has been allowed by, or paid pursuant to, an order of the Court;

(d) any of the Laidlaw Companies that is a majority-owned direct or indirect subsidiary of Laidlaw Inc., including any Debtors that hold claims against one or more of the other Debtors; *provided, however*, that the foregoing exclusion in this Notice will not apply, under any circumstances, to Safety-Kleen Corp. or any of its direct or indirect subsidiaries;

(e) any Entity whose Claim is limited exclusively to a Claim for the repayment by the applicable Debtor of principal, interest and other applicable fees and charges (a "Debt Claim") on or under the Debtors': (i) outstanding series of debt securities issued pursuant to an Indenture, dated as of April 16, 1991, as supplemented and amended by the First Supplemental Indenture, dated as of October 15, 1992, the Second Supplemental Indenture, dated as of September 27, 1996, and the Third Supplemental Indenture, dated as of October 20, 2000 (collectively, the "1991 Indenture"), between LINC and the Montreal Trust Company of Canada ("MTCC"); (ii) outstanding series of debt securities issued pursuant to an Indenture, dated as of July 22, 1992, as supplemented and amended by the First Supplemental Indenture, dated as of July 17, 1996, and the Second Supplemental Indenture, dated as of November 2, 2000 (collectively, the "1992 Indenture"), between LINC and U.S. Bank National Association, as successor trustee ("U.S. Bank" and, together with MTCC, the "Indenture Trustees"); (iii) outstanding series of debt securities issued pursuant to an Indenture, dated as of September 11, 1997, as supplemented and amended by the First Supplemental Indenture, dated as of November 2, 2000 (collectively, the "1997 Indenture"), between LINC and U.S. Bank; and (iv) outstanding series of debt securities issued pursuant to an Indenture, dated as of November 28, 1995, as supplemented and amended by the First Supplemental Indenture, dated as of November 2, 2000 (collectively, the "1995 Indenture"), among Laidlaw One, Inc., LINC, as guarantor, and U.S. Bank (the 1991 Indenture, the 1992 Indenture, the 1997 Indenture and the 1995 Indenture are hereinafter collectively referred to as the "Indentures"); *provided, however*, that (i) each Indenture Trustee under the applicable Indentures will be required to file a proof of claim on behalf of all applicable holders on account of Debt Claims on or under such Indentures on or before the General Bar Date absent a prior stipulation regarding the amount of the Debt Claims, (ii) any holder of notes issued under the Indentures that wishes to assert its respective Debt Claim in a form or amount different than that filed by the applicable Indenture Trustee or that asserts a Claim against the Debtors arising out of or relating to the Indentures, other than a Debt Claim, will be required to file a proof of claim on or before the General Bar Date, unless another exception identified in this Notice applies, (iii) each Indenture Trustee may file a single, consolidated proof of claim on behalf of itself and each holder of a Debt Claim on or under the applicable Indentures against all of the Debtors, which single consolidated proof of claim shall be deemed filed in each of the Cases, provided that nothing contained herein shall affect the right, if any, of each holder of a Debt Claim to vote separately the amount of its respective claims with regard to any plan of reorganization for which solicitation of acceptances will be sought in these Cases and (iv) the Indenture Trustees shall not be required to file with the proofs of claim any instruments, agreements or other documents evidencing the obligations owing by the Debtors to the Indenture Trustees or other holders of a Debt Claim with respect to the Debt Claims; and

(f) the Administrative Agent, the Lenders, the Prior Lenders, the Bridge Lenders, the Program Manager, the Documentary Credit Lenders and any issuers of a Letter of Credit (as each such term is defined in the Debtors' proposed joint plan of reorganization dated June 28, 2001 (the "Plan")) (collectively, the "Lender Entities") whose Claim is limited exclusively to Claims and other obligations owed by the Debtors, including payment of principal, interest, fees, costs and other expenses, under, arising out of, related to or in connection with the Pre-Petition Credit Agreement, the Original Credit Agreement, the Bridge Facility or Letters of Credit (as each such term is defined in the Plan) (collectively, the "Lender Claims"); *provided, however*, that (i) Canadian Imperial Bank of Commerce ("CIBC"), as Administrative Agent under the Prepetition Credit Facility, will be required to file a proof of claim on behalf of the Lender Entities on account of Lender Claims on or before the General Bar Date absent a prior stipulation regarding the amount of the Lender Claims, (ii) any Lender Entity that wishes to assert its respective Lender Claim in a form or amount different than that

filed by CIBC or that asserts a Claim against the Debtors other than a Lender Claim, will be required to file a proof of claim on or before the General Bar Date, unless another exception identified in this Notice applies, (iii) CIBC may file a single, consolidated proof of claim on behalf of the Lender Entities with respect to the Lender Claims against all of the Debtors, which single consolidated proof of claim shall be deemed filed in each of the Cases, provided that nothing contained herein shall affect the right, if any, of each Lender Entity to vote separately the amount of its respective Lender Claims with regard to any plan of reorganization for which solicitation of acceptances will be sought in these Cases and (iv) CIBC shall not be required to file with the proof of claim any instruments, agreements or other documents evidencing the obligations owing by the Debtors to the Lender Entities with respect to the Lender Claims.

No Requirement to File Proofs of Interest

Any Entity holding an interest in any Debtor (an "Interest Holder"), which interest is based exclusively upon the ownership of common or preferred stock in a corporation, a general or limited partner interest in a limited partnership, a membership interest in a limited liability company or warrants or rights to purchase, sell or subscribe to such a security or interest (any such security or interest being referred to in this Notice as an "Interest"), need not file a proof of interest on or before the General Bar Date; *provided, however*, that Interest Holders, wherever located, who wish to assert *Claims* against any of the Debtors that arise out of or relate to the ownership or purchase of an Interest, including Claims arising out of or relating to the sale, issuance or distribution of the Interest, must file proofs of claim on or prior to the General Bar Date, unless another exception identified in this Notice applies.

Filing Proofs of Claim Against Multiple Debtors; Requirement to Identify Debtor

Any Entity asserting Claims against more than one Debtor, other than holders of Debt Claims or Bank Claims in such capacity, must file a separate proof of claim with respect to each such Debtor. In addition, any Entity filing a proof of claim must identify on its proof of claim form the particular Debtor against which its Claim is asserted.

Consequences of Failure to File Proof of Claim

Any Entity, wherever located, that is required to file a proof of claim, but that fails to do so in a timely manner by the applicable Bar Date described in this Notice, shall be forever barred, estopped and enjoined from the following:

(a) asserting any Claim against the Debtors that the Entity has that (i) is in an amount that exceeds the amount, if any, that is identified in the Schedules on behalf of such Entity as undisputed, noncontingent and liquidated or (ii) is of a different nature or a different classification than any Claim identified in the Schedules on behalf of such Entity (any such Claim being referred to in this Notice as an "Unscheduled Claim"); or

(b) voting upon, or receiving distributions under, any plan or plans of reorganization in these chapter 11 cases in respect of an Unscheduled Claim.

All objections filed to any claims asserted by any entity, wherever located, against any of the Debtors and all proceedings related thereto shall be heard and decided by the Court. All disputes, contested matters or proceedings regarding the interpretation, effect or impact of the Bar Date Order upon any of the Debtors' creditors or equity security holders, wherever located, or upon any other parties-in-interest shall be heard and decided by the Court.

If it is unclear from the Schedules whether your Claim is disputed, contingent or unliquidated as to amount or is otherwise properly listed and classified, you must file a proof of claim on or before the applicable Bar Date. Any Entity that relies on the information in the Schedules bears responsibility for determining that its Claim is accurately listed therein.

Reservation of Rights

The Debtors reserve the right to: (a) dispute, or to assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules as to nature, amount, liability, classification or otherwise; and (b) subsequently designate any Claim as disputed, contingent or unliquidated. Nothing contained in this Notice shall preclude the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

Procedure for Filing Proofs of Claim

A signed original of a completed proof of claim, together with any accompanying or supporting documentation, must be delivered to Logan & Company, Inc., 546 Valley Road, Upper Montclair, New Jersey 07043, Attention: Laidlaw Claims Processing Department, so as to be received no later than 5:00 p.m., Eastern Time, on the applicable Bar Date. Proofs of claim may be submitted in person or by courier service, hand delivery or mail addressed to Logan at the foregoing address. *Any proof of claim submitted by facsimile or e-mail will not be accepted and will not be deemed filed until the proof of claim is submitted by one of the methods described in the foregoing sentence.* Proofs of claim will be deemed filed only when actually received by Logan. If you wish to receive acknowledgment of Logan's receipt of your proof of claim, you must also submit by the applicable Bar Date and concurrently with submitting your original proof of claim (a) a copy of your original proof of claim and (b) a self-addressed, stamped return envelope.

Proofs of claim generally must include all documentation required by Bankruptcy Rules 3001(c) and 3001(d), including an original or a copy of any written document that forms the basis of the Claim or, for secured Claims, evidence that the alleged security interest has been perfected. However, upon the advance express written consent of the Debtors, a claimant's proof of claim may be filed without the documents otherwise required by Bankruptcy Rules 3001(c) and 3001(d); *provided, however*, that any claimant that receives such a written consent will be required to transmit these documents in support of its Claim to Logan, the Debtors or other parties in interest within ten days after the date of a written request for such documents.

Additional Information

If you require additional information regarding the filing of a proof of claim, you may contact the Laidlaw Claims Hotline at 888-588-9790. You also may contact Logan directly by writing to Logan & Company, Inc., 546 Valley Road, Upper Montclair, New Jersey 07043, Attention: Laidlaw Claims Processing Department. The claims registers for the Debtors will be available for review during normal business hours in Logan's offices at the address identified above. In addition, copies of the Schedules are available at www.laidlaw.com.

Dated: Buffalo, New York, 2001

BY ORDER OF THE COURT

Garry M. Graber

HODGSON RUSS LLP

One M&T Plaza, Suite 2000

Buffalo, New York 14203-2391

— and —

Richard M. Cieri

Paul E. Harner

JONES, DAY, REAVIS & POGUE

North Point
901 Lakeside Avenue
Cleveland, Ohio 44114

— and —

Jay A. Carfagnini
Brian F. Empey
GOODMANS LLP
250 Yonge Street, Suite 2400
Toronto, Ontario
Canada M5B 2M6

ATTORNEYS FOR DEBTORS AND DEBTORS IN POSSESSION

— Exhibit "B" — [Draft] Order

In the Matter of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as Amended and In the Matter of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as Amended and In the Matter of the *Business Corporations Act (Ontario)*, R.S.O. 1990, c. B.16, as Amended Laidlaw Inc. and Laidlaw Investments Ltd. Applicants

SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

THE HONOURABLE }
MR. JUSTICE FARLEY } DAY, THE DAY OF
} , 2001

THIS MOTION made by Laidlaw Inc. ("LINC") and Laidlaw Investments Ltd. ("LIL") (collectively herein referred to as the "Applicants"), for an Order approving a procedural protocol and a claim process and such other relief as this Honourable Court may deem appropriate, was heard this day, at 393 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion and on reading the affidavit of Ivan Cairns sworn on, 2001, (the "Affidavit"), filed.

ON HEARING the submissions of counsel for the Applicants, counsel for the debtholders under Laidlaw Inc.'s syndicated bank credit agreement (the "Bank Group"), counsel for the ad hoc committee of public debtholders under Laidlaw Inc.'s various public debt trust indentures (the "Noteholders' Committee") and counsel for General Electric Capital Corporation and General Electric Capital Canada Inc., as agents for and on behalf of themselves and other lenders (collectively, the "DIP Lender").

Procedural Protocol

1. *THIS COURT ORDERS* that the procedural protocol (the "Protocol") annexed as Schedule "A" [Not Attached] hereto be and is hereby approved by this Court on an interim basis and, upon approval of this form of Protocol by the United States Bankruptcy Court of the Western District of New York (the "U.S. Bankruptcy Court"), parties to this proceedings shall be governed by the Protocol.

Claims Process

2. *THIS COURT ORDERS* that the process and bar dates for filing proofs of claim and the form and manner of notice thereof (the "Claims Process") approved by the Order of the U.S. Bankruptcy Court dated, a copy of which is annexed as Schedule "B" hereto [Not Attached], be and is hereby recognized and approved by this Honourable Court as the single Claims Process applicable to and binding on all creditors of the Applicants and all creditors of Laidlaw USA, Inc., Laidlaw International Finance Corporation, Laidlaw Transportation, Inc. and Laidlaw One, Inc.

End of Document

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