
Third Report of
Duff & Phelps Canada Restructuring Inc.
as Trustee in Bankruptcy of
Shaw Canada L.P.,
Stone & Webster Canada Holding One
(N.S.), ULC and
Stone & Webster Canada Holding Two, Inc.

October 6, 2014

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Estate Nos.: 32-158522, 32-158523 and 32-158524

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE BANKRUPTCY OF SHAW CANADA L.P., OF THE CITY OF
MISSISSAUGA, IN THE PROVINCE OF ONTARIO

AND IN THE MATTER OF THE BANKRUPTCY OF
STONE & WEBSTER CANADA HOLDING ONE (N.S.), ULC, OF THE CITY OF
MISSISSAUGA, IN THE PROVINCE OF ONTARIO

AND IN THE MATTER OF THE BANKRUPTCY OF
STONE & WEBSTER CANADA HOLDING TWO, INC.
OF THE CITY OF MISSISSAUGA, IN THE PROVINCE OF ONTARIO

THIRD REPORT OF DUFF & PHELPS CANADA RESTRUCTURING INC.
AS TRUSTEE IN BANKRUPTCY OF
SHAW CANADA L.P.,
STONE & WEBSTER CANADA HOLDING ONE (N.S.), ULC AND STONE &
WEBSTER CANADA HOLDING TWO, INC.

October 6, 2014

1.0 Introduction

1. On August 31, 2012, Shaw Canada L.P. ("Shaw Canada"), Stone & Webster Canada Holding One (N.S.), ULC ("SWC1") and Stone & Webster Canada Holding Two, Inc. ("SWC2") made assignments in bankruptcy and Duff & Phelps Canada Restructuring Inc. ("D&P") was appointed trustee in bankruptcy ("Trustee") of the Bankrupt Entities (as defined below), subject to affirmation at the First Meeting of Creditors. (SWC1, SWC2 and Shaw Canada are collectively referred to as the "Bankrupt Entities".)
2. D&P's appointment as Trustee was affirmed at the respective First Meetings of Creditors, each convened on September 24, 2012.

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3. Copies of public documents relating to these Estates are found on the following websites:

- <http://www.duffandphelps.com/intl/en-ca/Pages/RestructuringCases.aspx?caseId=303>
- <http://www.duffandphelps.com/intl/en-ca/Pages/RestructuringCases.aspx?caseId=304>
- <http://www.duffandphelps.com/intl/en-ca/Pages/RestructuringCases.aspx?caseId=305>

1.1 Purposes of this Report

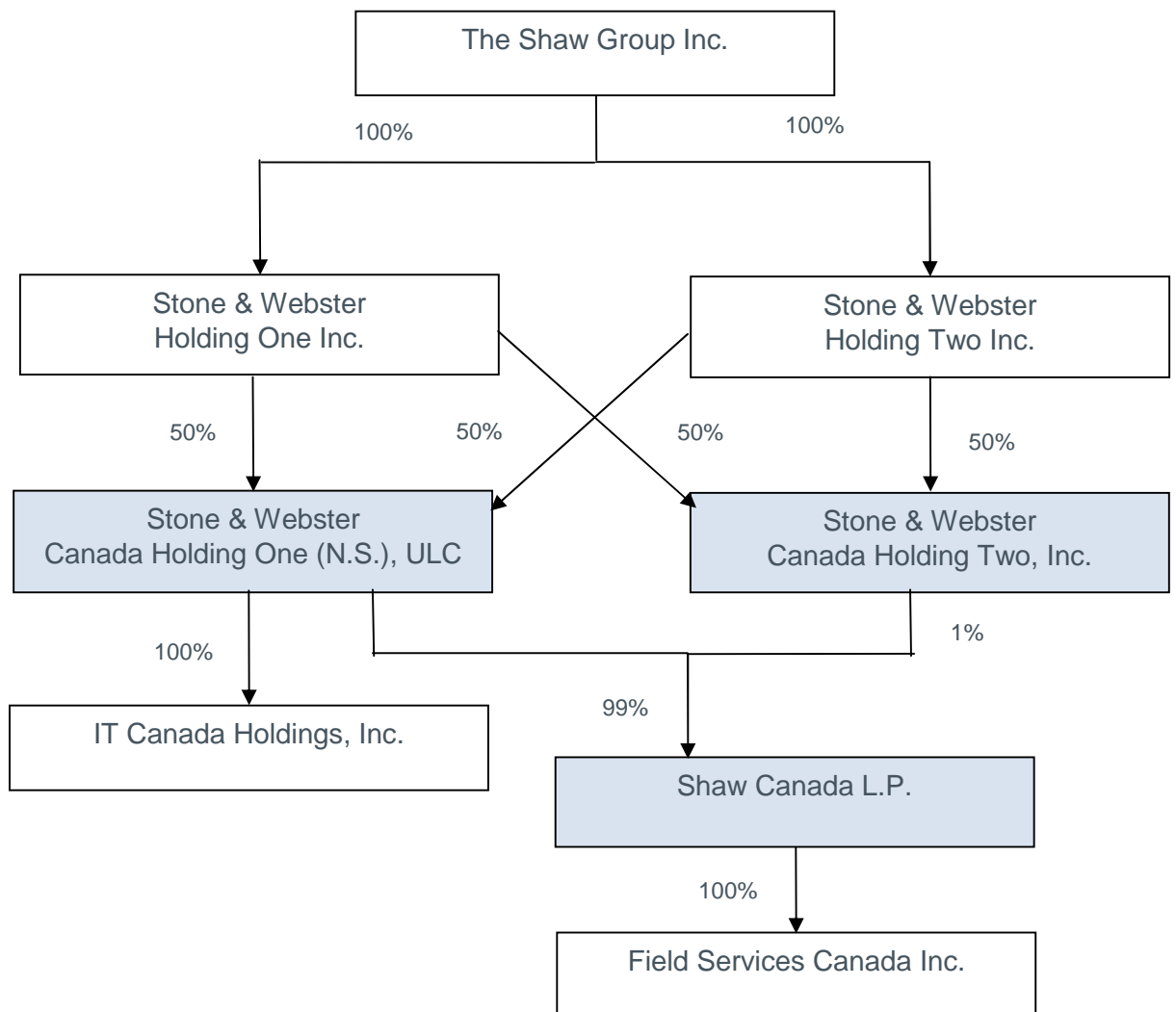
1. The purposes of this report ("Report") are to:
 - a) Provide background information about these proceedings, including an update on the assets and creditors of each of the Bankrupt Entities;
 - b) Summarize a dispute concerning the books and records of the Bankrupt Entities and the basis on which the Trustee is recommending it be resolved;
 - c) Provide an overview of the Trustee's activities since October 1, 2013, the date of its second report to Court (the "Second Report");
 - d) Provide an update on the Trustee's anticipated steps to complete its administration of these proceedings; and
 - e) Recommend that this Honourable Court issue an Order:
 - Authorizing the Trustee to destroy certain books and records of the Bankrupt Entities in its possession, as more particularly set out herein; and
 - Approving this Report and the Trustee's activities described herein.
2. There has been no Court Order obtained to date providing for the procedural consolidation of the three Estates of the Bankrupt Entities. However, the dispute concerning books and records may affect each of the Bankrupt Entities. In the interest of expediency and reducing costs, the Trustee has elected to bring a single motion and to file a single Report with respect to this dispute and each of the Bankrupt Entities.

1.2 Currency

1. All currency references in this Report are to Canadian dollars, unless otherwise noted.

2.0 Background

1. A condensed version of the corporate chart reflecting the Canadian holdings of The Shaw Group Inc. ("Shaw US"), the indirect parent of the Bankrupt Entities, is provided below (the Bankrupt Entities are shaded).



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2. On August 31, 2012, Shaw US completed a sale for approximately US\$290 million of substantially all of its Energy and Chemicals segment ("E&C") to Technip S.A. and Technip Stone & Webster Process Technology, Inc. (jointly, "Technip"), a company with its head office in France. Shaw Canada's business was part of the E&C segment; however, its business and assets were not acquired by Technip. Shaw Canada's operations were discontinued on August 31, 2012, the date that it made an assignment in bankruptcy.
 3. In February, 2013, Shaw US was acquired by Chicago Bridge & Ironworks ("CB&I") as part of a US\$3 billion transaction.
 4. Shaw US was a publicly-traded global provider of engineering, construction, technology, fabrication, remediation and support services for clients in the energy, chemicals, environmental, infrastructure and emergency response industries.
 5. SWC1 and SWC2 were inactive holding companies of their partnership interests in Shaw Canada.
 6. Shaw Canada operated from leased premises in Mississauga, Ontario.
 7. At the date of bankruptcy, Shaw Canada employed 107 individuals, many of whom were long-term employees of Shaw Canada. Shaw Canada's workforce was not unionized. Shaw Canada maintained a defined benefit pension plan - the Employee Retirement Plan of Stone & Webster Canada L.P., registration number 0515908 (the "Plan"), which Plan is in the process of being wound up and is in a deficit position.

2.1 Settlement of Litigation involving Shaw US

1. The focus of these proceedings was on the resolution of the claims of the former employees and pensioners of Shaw Canada, which resulted in a settlement agreement dated September 10, 2013 (the "Settlement Agreement") among the employees, pensioners, CB&I (as successor to Shaw US) and the Trustee. The Settlement Agreement was approved by a Court Order made on October 9, 2013, in the class action proceedings commenced by the employees and pensioners having Court File No. CV-12-9949-00CL.
2. Pursuant to the Settlement Agreement, \$200,000 of the total proceeds paid by CB&I (\$9.4 million) was allocated to the Bankrupt Entities. Other details of the Settlement Agreement were provided in the Second Report, and, accordingly, are not repeated herein. A copy of the Second Report is attached as Appendix "A", without appendices.

3.0 The Bankrupt Estates

3.1 Assets

1. The bankruptcy proceedings have largely been funded from the cash in Shaw Canada's bank accounts on the date of bankruptcy (approximately \$1.1 million) and the proceeds of the Settlement Agreement (\$200,000). There were no material realizable assets in the estates, save for some incidental assets such as office furniture and computer equipment, which were liquidated by the Trustee.
2. There is presently approximately \$114,000 in the Trustee's bank account, net of unpaid fees and costs through August 31, 2014, as reflected in the table below.

Description	Amount (C\$)
Cash in the Trustee's estate bank account	235,754
Unpaid fees of Torys LLP (Trustee's legal counsel) through August 31, 2014 ¹	68,026
Unpaid Trustee's fees through August 31, 2014 ²	41,584
Unpaid storage costs through August 31, 2014	11,769
Net cash available in the estate bank account	114,375

3.2 Creditors

1. Earlier in these proceedings, the Trustee paid from the Shaw Canada estate a deemed trust claim for unpaid employee source deductions of approximately \$175,000 and pension and wage priority claims totalling approximately \$56,000.
2. The Trustee is not aware of any secured obligations or other priority claims against the Bankrupt Entities.
3. Pursuant to the Settlement Agreement, the following claims against Shaw Canada were settled and/or released:
 - Employee severance and termination claims totalling approximately \$13.5 million;

¹ These fees cover the period November 1, 2013 through August 31, 2014 and have either been approved by the Inspectors but not yet taxed by the Registrar or will be presented for Inspector approval at the next meeting of Inspectors.

² These fees cover the period April 1, 2014 through August 31, 2014 and will be presented for Inspector approval at the next meeting of Inspectors.

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- An intercompany claim filed by Shaw US in the amount of approximately US\$8.4 million; and
 - Pension deficit claim totalling approximately \$6 million³.
4. Four other unsecured creditor claims, totalling approximately \$410,000 (collectively, the “Remaining Creditors”), have been admitted by the Trustee. A chart summarizing the Remaining Creditors is provided below.

Creditor	Amount (C\$)
Service Canada re: WEPPA ⁴	338,867
Design Group Staffing Inc.	43,423
Amex Bank of Canada	25,936
Oce Canada	1,380
Total	409,606

5. The Remaining Creditors will be the recipients of any dividends paid by the Trustee at the completion of these proceedings. These dividends are not expected to be material.

4.0 Books and Records

1. There are presently approximately 6,500 boxes and 18 containers (which have much greater storage capacity than a typical box) of books and records in the Trustee’s possession pertaining to the business and contracts of Shaw Canada, including backup tapes and servers, all of which are at secure offsite document storage facilities (collectively, the “Books and Records”).
2. The Books and Records have been the subject of a lengthy and costly dispute with Technip, as detailed below. The Inspectors have also expressed views and concerns regarding the disposition and safekeeping of the Books and Records after the completion of these proceedings.
3. With the consent of Technip and the Inspectors, the Trustee is seeking authority to destroy forthwith the Books and Records, excluding the following:
 - books and records in respect of the administration of the Bankrupt Entities’ estates;

³ This claim wasn’t settled or released pursuant to the Settlement Agreement; however, rights were reserved to advance a claim should there be any further recoveries in these proceedings, which are unexpected.

⁴ Represents the unsecured claim of Service Canada for amounts paid to former employees under the *Wage Earner Protection Program Act* in respect of severance and termination claims of Shaw Canada’s former employees.

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- tax or other financial information relating to the Bankrupt Entities as the Trustee may elect to retain;
 - employee and pension related information as the Trustee may elect to retain; and
 - any other books and records that the Trustee is required by law to retain or which it reasonably believes it may require to complete its administration of these proceedings.
4. Since finalizing the Settlement Agreement, dealing with the Books and Records has been the main issue preventing the Trustee from completing its administration of these bankruptcy proceedings.
5. The Trustee notes the following in respect of the Books and Records:
- Shaw Canada was involved with sensitive, potentially confidential and valuable customer contracts, and it generated or acquired various books and records relating to these services, contracts and underlying intellectual property;
 - The Books and Records are voluminous and not indexed with any specificity – a large number of the Books and Records were already in storage on the date of bankruptcy. Although Shaw Canada was the only operating entity of the three Bankrupt Entities, the Books and Records may contain certain documents pertaining to SWC1 and/or SWC2;
 - Monthly storage costs for the Books and Records total approximately \$3,500; and
 - Based on quotes obtained by the Trustee, destruction costs for the Books and Records are estimated to total approximately \$48,000.

4.1 Technip's Property Claim

1. On or around February 21, 2013, Technip contacted the Trustee and expressed an interest in certain information believed to reside on Shaw Canada's computer servers.
2. Over the next 12 months, the Trustee and its legal counsel engaged in discussions and correspondence with Technip and its legal counsel to clarify the nature of its interest in the Books and Records. As those discussions did not provide any certainty or resolution to Technip's repeated requests for the Books and Records, the Trustee communicated to Technip on February 24, 2014 its requirement that Technip file a proof of property claim pursuant to Section 81 of the *Bankruptcy and Insolvency Act* ("BIA").

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3. On March 11, 2014, Technip filed a proof of property claim. Technip took the position that the Books and Records formed property it acquired pursuant to the August 31, 2012 transaction between Technip and Shaw US. The proof of property claim requested additional time for Technip to provide supporting documentation, which was subsequently provided to the Trustee on April 18, 2014.
 4. On April 28, 2014, the Trustee issued a partial disallowance of Technip's property claim, with the approval of the Inspectors. The partial disallowance admitted a portion of Technip's property claim to the Books and Records and disallowed the balance. A copy of the Trustee's partial disallowance is attached as Appendix "B". The partial disallowance and the exhibits thereto (all of which is included in Appendix "B") provide additional detail on the nature of the dealings between Technip and the Trustee with respect to the Books and Records.
 5. On May 12, 2014, Technip served an appeal on the Trustee in the form of a Notice of Motion (with such motion to be heard on a date to be determined). A copy of Technip's Notice of Motion is attached as Appendix "C". At this time, a return date for the motion has still not been set.
 6. Technip has subsequently advised the Trustee that its principal concern is to ensure that the Books and Records not come into the possession of any other person and that Technip will abandon its claim to the Books and Records if they are destroyed forthwith.
 7. The resolution of this issue with the granting of the Order sought in the within motion will make it unnecessary for Technip's motion to be heard. Technip has consented to the Order sought, including that its appeal process be dismissed.
 8. Technip has advised that it will proceed with its appeal if the Order sought in the within motion is not granted. The Trustee anticipates that the appeal process will be costly and time-consuming. Perhaps more importantly, there are a number of practical issues that will be costly to resolve irrespective of the outcome of the appeal process. For example, if Technip is not entitled to all books and records in the Trustee's possession, it would be necessary to undertake costly and laborious efforts to identify and segregate the documents in question.

4.2 Former Customer Considerations

1. Shaw Canada's former customers were major global infrastructure corporations. Based on the Trustee's review of a sample of customer contracts, the Books and Records may include some documents or intellectual property that belong to Shaw Canada's former customers, or these former customers may have some rights to these records, and Shaw Canada may have contractual confidentiality obligations not to release the books and records in question to any other person.
2. Accordingly, in determining the basis on which to deal with the Books and Records, the Trustee considered that:
 - Former customers likely already have originals or copies of the information and final work product that they require and paid for. In this regard, only one customer, Nova Chemicals Corporation ("Nova"), has come forward (in December, 2012) since the date of bankruptcy (August 31, 2012) to claim any work product – this matter was resolved in January, 2013, with the assistance of the Inspectors;
 - Former customers would likely be concerned to learn that a third party may be given access to those Books and Records that relate to such customers and their respective projects, contracts and/or underlying intellectual property; and
 - It could be damaging to the customers in question if the information pertaining to their particular projects, contracts and/or intellectual property fell into the hands of parties not entitled to such information.

4.3 Inspector Considerations

1. The Inspectors have instructed the Trustee to seek the immediate destruction of the Books and Records. The Inspectors have advised the Trustee that they wish to ensure that the Books and Records are not subsequently obtained by a party not entitled to them, including Technip.
2. In short, while there is strong disagreement as to the extent of Technip's entitlement to the Books and Records, there is agreement among Technip and the Inspectors that the Books and Records ought to be destroyed immediately.

4.4 Recommendation re: Books and Records

1. The Trustee believes that destroying forthwith the Books and Records is appropriate in the circumstances for the following reasons:
 - The proposed destruction is on consent of the only two parties that appear interested in the Books and Records, being Technip, which has filed a property claim in respect thereof, and the Inspectors (all of whom are former employees of Shaw Canada, with detailed knowledge of this issue, and certain of whom continue to be active in the industry);
 - It addresses the principal concern expressed by both Technip and the Inspectors (and potential concerns of Shaw Canada's former customers) as it ensures that the Books and Records will not fall into the hands of unauthorized parties today or over the course of the next six years, being the customary period of time a trustee would store books and records prior to their destruction;
 - It is the most cost-effective alternative to deal with this issue as it eliminates significant storage costs that would otherwise be incurred over the next six years, for which there are no sources of funding;
 - It is consistent with the BIA, as the Court's involvement in matters related to books and records is specifically contemplated by Rule 68 of the BIA, which prescribes how these matters are to be addressed "*unless the Court orders otherwise...*";
 - It eliminates the uncertainty and cost to the estate of Technip's appeal, which would exhaust the remaining funds in the estate and invariably result in a number of additional practical issues irrespective of the outcome of the appeal;
 - It preserves the opportunity for the Remaining Creditors to receive a small dividend in these proceedings; and
 - It provides a mechanism by which the Trustee can proceed to complete its administration, which is particularly critical at this stage given that limited funds are remaining in the estate.

5.0 Service

1. Given that the Books and Records may contain either soft or hard copy documents that are property of a former customer, the Trustee has, in consultation with the Inspectors, elected out of an abundance of caution to serve Shaw Canada's most significant former customers with its motion record⁵. As noted above, since the date of bankruptcy (August 31, 2012), one former customer, Nova, has contacted the Trustee (in December, 2012) in respect of Shaw Canada's books and records - those issues were addressed, with the assistance of the Inspectors, to the satisfaction of the parties involved. Nova is on the Service List for this motion. No other party, other than Technip, has contacted the Trustee over the course of these proceedings as it relates to the Books and Records.
2. BIA Rule 68(2) contemplates giving notice to directors and officers of the bankrupt prior to destruction of books and records. Accordingly, the Trustee has elected to also serve the former directors and officers of the Bankrupt Entities, being James Glass and Harvey Vigneault, and Bob Lukas, respectively, with notice of this motion. The first two of those individuals are represented by legal counsel in these proceedings, and counsel for the Trustee spoke with their respective counsel prior to service of the Trustee's motion record to give further advance notice and background to those parties. The third individual, Mr. Lukas, is not personally represented by legal counsel in these proceedings; however: (a) he was a principal in the employee litigation that resulted in the Settlement Agreement; and (b) he was – as part of the employee group - represented by Koskie Minsky LLP ("Koskie") in the employee litigation (which firm has been actively involved in the bringing of this motion and is also acting as counsel to the Inspectors). Koskie provided the Trustee with Mr. Lukas' mailing address for service of the Trustee's motion record.

6.0 Overview of the Trustee's Activities

1. The Trustee is seeking approval of its activities since October 1, 2013, the date of its Second Report, which include the following:
 - Dealing extensively with Technip and the Inspectors in respect of the Books and Records, including issuing a notice of partial disallowance to Technip and corresponding with legal counsel leading up to the proposed resolution of these issues, as described in this Report;

⁵ In order to determine which former customers to serve with this motion record, the Trustee reviewed certain customer contracts, sales reports and other documents in its possession. The Trustee requested that the Inspectors confirm the Trustee's findings as each Inspector was a senior employee of Shaw Canada with knowledge of its business.

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- Carrying out its obligations under the Settlement Agreement as authorized by this Court pursuant to Paragraph 3 of the Settlement Approval Order dated October 9, 2013;
 - Corresponding with Canada Revenue Agency in connection with a trust examination/audit of Shaw Canada's payroll records;
 - Corresponding with the Plan administrator in respect of its proof of claim and other pension matters;
 - Convening meetings of Inspectors on November 29, 2013, April 7, 2014, April 24, 2014 and July 23, 2014;
 - Corresponding with the Inspectors and their legal counsel routinely throughout the period; and
 - Carrying out the Trustee's statutory obligations, including arranging for the issuance of T4 slips to former employees, logging all proofs of claim filed and dealing with creditor enquiries in respect of these bankruptcy proceedings.

7.0 Anticipated Next Steps in these Proceedings

1. Subject to the Court granting the relief sought, the Trustee intends to:
 - Destroy the Books and Records forthwith in accordance with the proposed Order;
 - Administer a final dividend to the Remaining Creditors, to the extent there are available funds;
 - Convene a final Inspector meeting to approve the Trustee's final statement of receipts and disbursements and dividend sheet; and
 - Seek its discharge as its administration of the Bankrupt Entities' estates will have been completed.

8.0 Conclusion and Recommendation

1. Based on the foregoing, the Trustee respectfully recommends that this Honourable Court make an order granting the relief detailed in Section 1.1 of this Report.

* * *

All of which is respectfully submitted,

Duff & Phelps Canada Restructuring Inc.

DUFF & PHELPS CANADA RESTRUCTURING INC.
IN ITS CAPACITY AS TRUSTEE IN BANKRUPTCY OF
SHAW CANADA L.P.,
STONE & WEBSTER CANADA HOLDING ONE (N.S.), ULC AND
STONE & WEBSTER CANADA HOLDING TWO, INC.
AND NOT IN ITS PERSONAL CAPACITY

Appendix “A”

Second Report of
Duff & Phelps Canada Restructuring Inc.
as Trustee in Bankruptcy of
Shaw Canada L.P.,
Stone & Webster Canada Holding One
(N.S.), ULC and
Stone & Webster Canada Holding Two, Inc.

October 1, 2013

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Estate Nos.: 32-158522, 32-158523 and 32-158524

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE BANKRUPTCY OF SHAW CANADA L.P.,
STONE & WEBSTER CANADA HOLDING ONE (N.S.), ULC AND
STONE & WEBSTER CANADA HOLDING TWO, INC.
OF THE CITY OF MISSISSAUGA, IN THE PROVINCE OF ONTARIO

SECOND REPORT OF DUFF & PHELPS CANADA RESTRUCTURING INC.
AS TRUSTEE IN BANKRUPTCY OF
SHAW CANADA L.P.,
STONE & WEBSTER CANADA HOLDING ONE (N.S.), ULC AND STONE &
WEBSTER CANADA HOLDING TWO, INC.

October 1, 2013

1.0 Introduction

1. On August 31, 2012, Shaw Canada L.P. ("Shaw Canada"), Stone & Webster Canada Holding One (N.S.), ULC ("SWC1") and Stone & Webster Canada Holding Two, Inc. ("SWC2") (SWC1, SWC2 and Shaw Canada are collectively referred to as the "Bankrupt Entities") made assignments in bankruptcy and Duff & Phelps Canada Restructuring Inc. ("D&P") was appointed trustee in bankruptcy ("Trustee") of the Bankrupt Entities, subject to affirmation at the First Meeting of Creditors. A copy of the Certificate of Appointment dated August 31, 2012, issued by the Office of the Superintendent of Bankruptcy Canada is attached as Appendix "A".
2. D&P's appointment as Trustee was affirmed at the First Meeting of Creditors convened on September 24, 2012.

1.1 Purposes of this Report

1. The purposes of this report ("Report") are to:
 - a) Provide background information about these proceedings, including the assets and liabilities of the Bankrupt Entities;

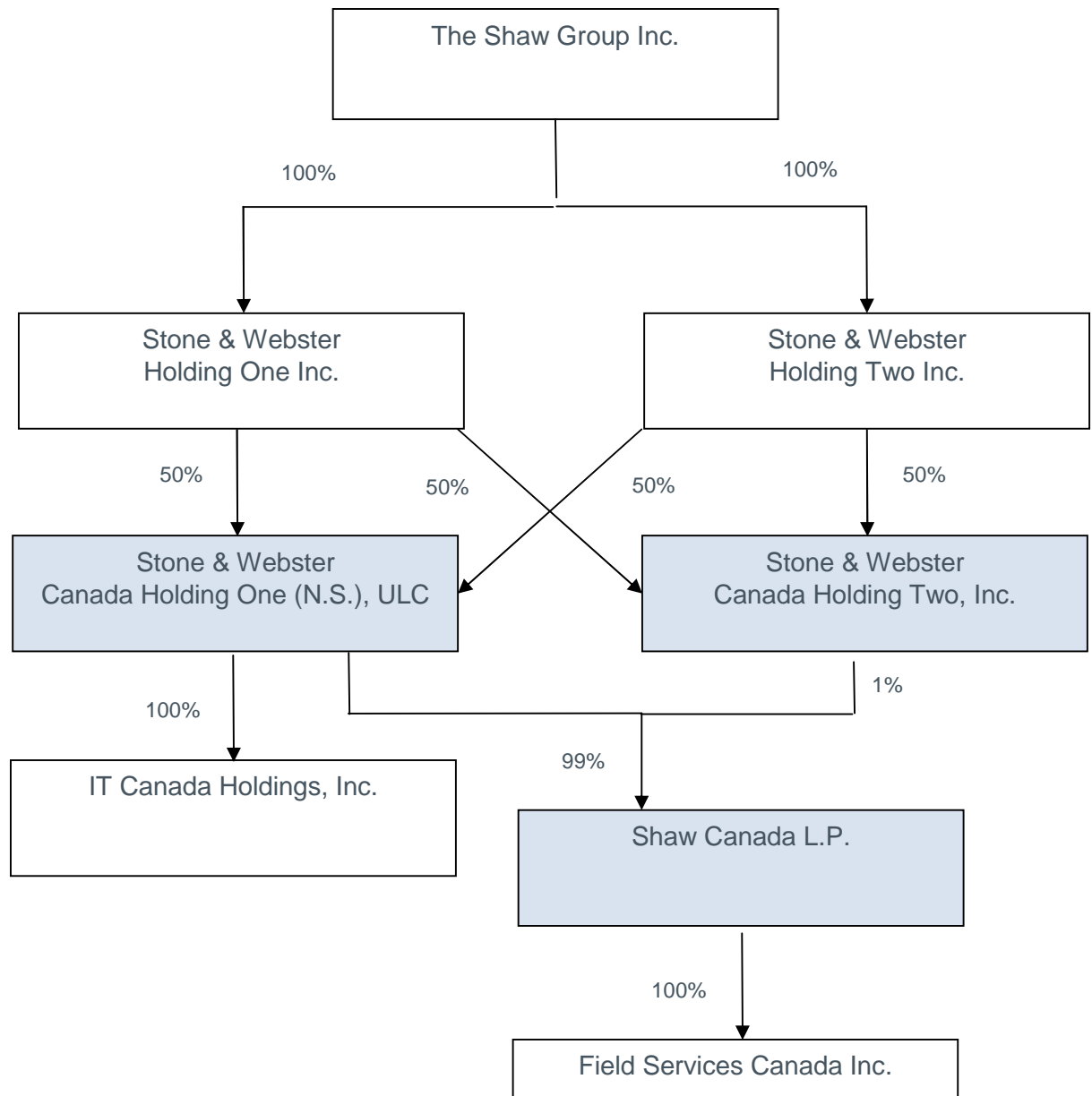
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- b) Summarize the terms of a settlement agreement dated September 10, 2013, among The Shaw Group Inc. ("Shaw US"), Ian Sansom, Robert Lukas, John McNab and Ed Dorr, as the proposed representatives of all terminated employees and retirees of Shaw Canada (the "Plaintiffs"), and the Trustee on behalf of the Bankrupt Entities (the "Settlement Agreement");
 - c) Provide the Trustee's recommendation that the Settlement Agreement be approved by this Honourable Court; and
 - d) Recommend that this Honourable Court issue an Order:
 - Approving the Settlement Agreement;
 - Authorizing and approving the execution of the Settlement Agreement by the Trustee and the performance by the Trustee of its obligations thereunder; and
 - Authorizing the Trustee to take additional steps and execute additional documents as may be required to implement the Settlement Agreement.

1.2 Currency

1. All currency references in this Report are to Canadian dollars, unless otherwise noted.

2.0 Background

1. A summary of the Shaw Group's corporate chart as it relates to these proceedings is provided below (the Bankrupt Entities are shaded).



2. The Bankrupt Entities are indirect subsidiaries of Shaw US.
3. On August 31, 2012, Shaw US completed a sale for approximately US\$290 million of substantially all of its Energy and Chemicals segment ("E&C") to Technip S.A. ("Technip"), a company with its head office in France. The Shaw Canada business was part of the E&C segment. Shaw Canada's business and assets were not acquired by Technip. Shaw Canada's operations were discontinued on August 31, 2012, the date that it made an assignment in bankruptcy.

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4. In February, 2013, Shaw US was acquired by Chicago Bridge & Ironworks (“CB&I”) as part of a US\$3 billion transaction.
 5. Shaw US was a publicly-traded global provider of engineering, construction, technology, fabrication, remediation and support services for clients in the energy, chemicals, environmental, infrastructure and emergency response industries.
 6. SWC1 and SWC2 were inactive holding companies of their partnership interests in Shaw Canada.
 7. Shaw Canada operated from leased premises in Mississauga, Ontario.
 8. At the date of its bankruptcy, Shaw Canada employed 107 individuals, many of whom were long-term employees of Shaw Canada. By virtue of the bankruptcy, all employees were terminated on the date of bankruptcy. Shaw Canada’s workforce was not unionized. Shaw Canada maintained a defined benefit pension plan - the Employee Retirement Plan of Stone & Webster Canada L.P., registration number 0515908 (the “Plan”), which Plan is in the process of being wound up and is in a deficit position.

3.0 The Bankrupt Estates

3.1 Assets

1. The bankruptcy proceedings have largely been funded from the cash in Shaw Canada’s bank accounts on the date of bankruptcy (approximately \$1.1 million).
2. The only other significant assets of the Bankrupt Entities are intercompany accounts receivable with an aggregate book value of between approximately \$7 million to \$10 million¹ owing from Shaw Energy & Chemicals Inc., Stone & Webster International, Inc. and Stone & Webster, Inc. (the “Intercompany Receivables”), which are subsidiaries of Shaw US. The collectability of the Intercompany Receivables is uncertain, as they are disputed by Shaw US and its affiliates (including as to quantum and also as to the availability of set off so as to purportedly eliminate any such obligation).

¹ According to Shaw Canada’s books and records as at the date of bankruptcy, the book value of the Intercompany Receivables was approximately \$7 million. However, based on correspondence reviewed by the Trustee following its appointment, this amount may exclude a transfer pricing adjustment of approximately \$3 million.

3.2 Creditors

1. The only known outstanding priority claim against Shaw Canada is a deemed trust claim totalling approximately \$175,000 owing to Canada Revenue Agency (“CRA”) for unpaid source deductions on Shaw Canada’s final payroll prior to the date of bankruptcy. CRA is to complete a payroll audit in the next few months on this claim and there are sufficient funds in the estate account to pay this claim.
2. Earlier in these proceedings, the Trustee paid from the Shaw Canada estate pension and wage priority claims totalling approximately \$56,000, as authorized by the Inspectors.
3. Shaw Canada does not have any secured obligations.
4. Employee wages and vacation pay were paid up to the date of bankruptcy.
5. Rent was paid through to the date of bankruptcy. The Trustee paid occupation rent until it disclaimed the lease and vacated Shaw Canada’s leased premises on October 26, 2012.
6. Shaw Canada’s principal unsecured creditors are:
 - Shaw Canada’s former employees for their severance and termination claims, which are alleged to total approximately \$13.5 million. There is no dispute as to the former employees having valid and significant claims for severance and termination but, for greater certainty, the Trustee has not undertaken a review of the calculation of the former employees’ statutory and common law entitlements to confirm the methodology and calculations set out in the proof of claim filed on behalf of the former employees;
 - An intercompany obligation owing by Shaw Canada to Shaw Overseas (Far East) Ltd. (“Shaw Overseas”) in the amount of approximately \$14.9 million pursuant to a promissory note dated March 1, 2004 (“Promissory Note”). Shaw US filed a proof of claim in the bankruptcy proceedings in the amount of approximately US\$8.4 million, representing the Promissory Note obligation, net of the value of the Intercompany Receivables reflected in the books and records of Shaw US;

- The members of the Plan as a result of a deficit in the Plan. On September 18, 2012, Financial Services Commission of Ontario (“FSCO”) appointed PricewaterhouseCoopers Inc. (“PwC”) as the Plan administrator. PwC filed an unsecured proof of claim against Shaw Canada in the amount of approximately \$6 million. In April, 2013, FSCO determined that the Pension Benefits Guarantee Fund (“PBGF”) applied to the Plan. In May 2013, the PBGF paid \$4.3 million to the Plan on account of the wind-up deficiency in the Plan; and
- Five other creditor claims, totalling approximately \$400,000 (collectively, the “Remaining Creditors”), including the unsecured claim of Service Canada for amounts paid to former employees under the *Wage Earners Protection Program Act* (“WEPPA”) in respect of severance and termination claims of Shaw Canada’s former employees. A summary of the Remaining Creditors is provided in the table below.

Creditor	Amount
Service Canada re: WEPPA ²	273,068
Flowserve, SA	49,213
Design Group Staffing Inc.	43,423
Amex Bank of Canada	25,936
Oce Canada	1,380
Total	393,020

3.3 Inspectors

1. Section 113(3) of the *Bankruptcy and Insolvency Act* (Canada) prohibits employees of a bankrupt company from nominating or voting on the appointment of inspectors. As the terminated employees represent the overwhelming majority of the Bankrupt Entities’ arms’ length creditors, the Trustee brought a motion on September 21, 2012, to permit the terminated employees to vote on the appointment of inspectors. The Court approved the Trustee’s recommendation pursuant to an Order issued on September 21, 2012, a copy of which is attached as Appendix “B”, together with the related endorsement of Mr. Justice Brown.

² Based on the most recent WEPPA statement provided to the Trustee in September, 2013, the WEPPA claim may be approximately \$338,000. The Trustee is reviewing the discrepancy between this statement and the prior one, which reflected a claim of approximately \$273,000.

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2. At the First Meeting of Creditors convened on September 24, 2012, Messrs. Sansom, McNab and Dorr were appointed Inspectors of the estates of the Bankrupt Entities, each of whom is a former employee of Shaw Canada and is a Plaintiff.
 3. As all the inspectors are Plaintiffs, the Trustee believes that it is appropriate that the Trustee seek the Court's approval for it to enter into the Settlement Agreement.

4.0 Litigation Involving Shaw US

1. The Trustee and the Plaintiffs are each involved in separate legal proceedings against Shaw US. A summary of those proceedings is as follows:
 - Plaintiffs: On December 20, 2012, the Plaintiffs commenced a proposed representative action against Shaw US and certain of its affiliates (Court File No. CV-12-9949-00CL)³. The Plaintiffs allege, *inter alia*, that Shaw US is the "common employer" of Shaw Canada employees as well as the *de facto* legal administrator of the Plan and in that respect is responsible for the deficiency in the Plan; and
 - Trustee: On January 11, 2013, the Trustee disallowed in full the claim of approximately US\$8.4 million filed by Shaw US in the bankruptcy proceedings. For various reasons, the Trustee disputed, *inter alia*, Shaw US' set off of intercompany obligations as between Shaw Canada and Shaw US, which had the effect of eliminating the Intercompany Receivables owing to Shaw Canada. The Trustee also reserved its right to assert the claims of Shaw Canada against Shaw US, including the common employer claim and/or that Shaw US was the *de facto* legal administrator of the Plan. On February 8, 2013, Shaw US appealed the Trustee's notice of disallowance. The hearing of the disallowance appeal was adjourned *sine die* in order to permit the parties to pursue settlement negotiations.

5.0 Settlement Agreement

1. Settlement discussions of the above claims among Shaw US, the Plaintiffs and the Trustee on behalf of the Bankrupt Entities commenced in February, 2013, shortly following CB&I's acquisition of Shaw US.

³ The details regarding the Plaintiffs' "common employer" action are set out in, and appended to, the Plaintiffs' motion materials, and accordingly, are not repeated in this Report.

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2. From the outset, CB&I has been clear that it would not settle either stream of litigation independently of the other, and that in its mind the two streams of litigation involved overlapping claims and issues. Also, given the composition of claims in the bankrupt estates, it has been clear that the principal beneficiaries of a successful resolution of claims in the bankruptcy estates would be the former employees and pensioners of Shaw Canada. Accordingly, the Trustee and the Plaintiffs were prepared to proceed with negotiations on a global basis, as required by CB&I.
 3. On April 19, 2013, the negotiations resulted in an Agreement in Principle, whereby CB&I agreed to pay \$9.4 million to settle the Plaintiffs' action and the Trustee's claims against Shaw US in the bankruptcy proceedings. A copy of the Agreement in Principle is attached as Appendix "C".
 4. A key condition for CB&I in proceeding with a settlement is that it obtain a high degree of certainty that any settlement will bind all former employees and pensioners of Shaw Canada so that CB&I is not subject to further claims or legal proceedings. A considerable amount of time and effort has been expended by the parties to design a mechanism that delivers this level of certainty, and in large measure this has consisted of proceeding with the settlement through a class proceeding.
 5. Following attendances before this Honourable Court on August 6, 2013, and August 23, 2013, to determine procedural and scheduling matters, including the proposed amendment of the Plaintiffs' claim as a class proceeding, and an attendance on September 9, 2013, to approve the notice of settlement, the Settlement Agreement was finalized on September 10, 2013. Copies of the September 9, 2013 Order and the Settlement Agreement are attached as Appendices "D" and "E", respectively.
 6. The significant terms and conditions of the Settlement Agreement are summarized as follows:
 - Shaw US will pay \$9.4 million in total to settle both the Plaintiffs' litigation and the Trustee's claims against Shaw US;
 - The Settlement Agreement provides for a comprehensive release of claims by the Trustee, the Bankrupt Entities and the Plaintiffs against Shaw US and its affiliates;
 - The Plaintiffs have agreed to release their claims in the estates of the Bankrupt Entities and to not participate in any distributions made by the Trustee to other creditors;

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- In order to implement the Settlement Agreement and to obtain a release of all potential claims, the Settlement Agreement contemplates the conversion of the Plaintiffs' action to a class proceeding under the *Class Proceedings Act*, S.O. 1992. Provided that the Court certifies the action and approves the Settlement Agreement at the return of this motion, the class members are to be bound by the settlement and the release, subject to the opportunity to "opt out" of the Settlement Agreement by the deadline, being 30 days following Court approval of the proposed Settlement Agreement (the "Opt Out Deadline");
 - The Settlement Agreement is subject to the following conditions:
 - a. Court approval;
 - b. Not more than three class members opting out of the Settlement Agreement by the Opt Out Deadline;
 - c. The aggregate value of any claims of class members who opt out does not exceed \$50,000; and
 - d. The time for appeals has expired, or if there are appeals, the Settlement Approval Order is upheld.
 - The Settlement Agreement cannot be implemented unless the claims/actions against Shaw US of both the Plaintiffs and the Trustee are settled concurrently. Accordingly, the Court is being asked concurrently to approve both the settlement of the Plaintiffs' action through the class proceeding mechanism and to also approve the Trustee entering into and completing the Settlement Agreement;
 - The settlement proceeds (\$9.4 million) are to be distributed as follows:
 - First: \$200,000 shall be paid to the Trustee in satisfaction of claims against Shaw US, including for the Intercompany Receivables or any other intercompany advance and/or obligation;
 - Then: The legal fees, disbursements and taxes incurred by legal counsel to the Plaintiffs, Koskie Minsky LLP;

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- Then: Remittances to CRA and any other applicable government authority in respect of applicable taxes, payroll or other withholdings or deductions payable in respect of the settlement amounts being paid to the former employees and pensioners; and
 - Then: Payment of the remaining balance to be distributed among the class members pursuant to a distribution schedule and protocol established in the Settlement Agreement.
- Subject to the approval of this Court and the satisfaction or waiver of the other conditions precedent, payments under the Settlement Agreement are expected to be made on or prior to December 1, 2013.

5.1 Recommendation re: Settlement Agreement

1. The Trustee recommends that the Court approve the Settlement Agreement for the following reasons:
 - The Settlement Agreement results in a significant recovery for the employees and pensioners of Shaw Canada, and enhances the distributions to other creditors of Shaw Canada. According to the Affidavit of Ian Samson filed in support of this motion, recoveries to class members are estimated to be 62% of the amounts claimed – which substantially exceeds the potential recovery that might have been available to creditors in the bankruptcy proceedings absent the claims of the Plaintiffs and/or the Trustee being successfully litigated and any resulting judgment collected – all of which would be uncertain, time consuming and costly;
 - The largest stakeholders in the bankruptcy proceedings, being the employee and retiree group, support the Settlement Agreement. The reasons of the Honourable Justice Brown dated September 21, 2012, refer to this stakeholder group as “*the major creditors of the estate*”. A copy of these reasons is provided in Appendix “F”;

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- The Settlement Agreement results in a release of claims totaling approximately \$22 million against the Bankrupt Entities (being the claims of the former employees (\$13.5 million) and Shaw US' claim (\$8.4 million)). In addition, the Plan Administrator, which has filed a claim against Shaw Canada for \$6 million, has confirmed that it would not participate in the proceeds of the Settlement Agreement to be allocated to the Trustee. This facilitates greater relative recoveries for the Remaining Creditors - the amount allocated to the Trustee under the Settlement Agreement (\$200,000) may result in a recovery of up to 50% for the Remaining Creditors, which exceeds the recovery the Remaining Creditors may have otherwise received had the settlement not been pursued (estimated at between nil and 40% of their claims);
 - Absent the Settlement Agreement, the Trustee would continue to litigate Shaw US' appeal of the Trustee's notice of disallowance. Litigation would be costly, time consuming and there is no certainty of outcome. Any judgment could be appealed. If successful, the Trustee would then need to pursue collection from Shaw US of the Intercompany Receivables (the quantum of which ranges from approximately \$7 million to \$10 million). Shaw US has no assets or operations in Canada, and collecting on a judgment against Shaw US would necessitate seeking to recognize and enforce a judgment in the United States. This would also be complex and costly;
 - One potential result of the Trustee's litigation with Shaw US is for the Trustee to be successful on the setoff issue but not on the disallowance of Shaw US' \$14.9 million claim for amounts owing under the Promissory Note. This potential result would further dilute any recoveries for the creditors of the Bankrupt Entities. In this situation, the result is estimated at nil to 25% of creditor claims; and
 - The Settlement Agreement, once implemented, will enable the Trustee to complete its administration of the bankruptcy proceedings and to apply for its discharge, as there are no other significant outstanding issues in the bankruptcy proceedings.
2. The Trustee established a dialogue throughout these settlement negotiations with the largest creditors and stakeholders which are not parties to the Settlement Agreement, including the Plan administrator. The Trustee is not aware of opposition to any of the relief sought in this motion. The Trustee has also served a copy of this Report on the Remaining Creditors and the Plan administrator.

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3. Based on the foregoing, the Trustee believes the Settlement Agreement is appropriate and produces an excellent result for stakeholders.

6.0 Conclusion and Recommendation

1. Based on the foregoing, the Trustee respectfully recommends that this Honourable Court make an order granting the relief detailed in Section 1.1 of this Report.

* * *

All of which is respectfully submitted,

Duff & Phelps Canada Restructuring Inc.

**DUFF & PHELPS CANADA RESTRUCTURING INC.
IN ITS CAPACITY AS TRUSTEE IN BANKRUPTCY OF
SHAW CANADA L.P.,
STONE & WEBSTER CANADA HOLDING ONE (N.S.), ULC AND
STONE & WEBSTER CANADA HOLDING TWO, INC.
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “B”

DELIVERED BY REGISTERED MAIL AND EMAIL

April 28, 2014

Technip Stone & Webster Process Technology, Inc.
c/o Osler, Hoskin & Harcourt LLP
Box 50 - 1 First Canadian Place
Toronto, ON M5X 1B8

Attention: Patrick Riesterer

Dear Mr. Riesterer,

Re: Shaw Canada L.P. (the "Company")

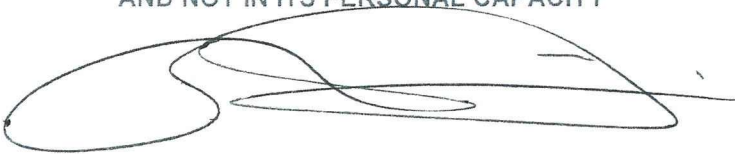
Duff & Phelps Canada Restructuring Inc. ("D&P"), in its capacity as trustee in bankruptcy of the Company's bankrupt estate, acknowledges receipt of the Property Proof of Claim from Technip Stone & Webster Process Technology, Inc. ("Technip").

We have partially disallowed Technip's property proof of claim for the reasons outlined in the attached notice.

Should you have any questions regarding this matter, please do not hesitate to contact the undersigned.

Yours very truly,

**DUFF & PHELPS CANADA RESTRUCTURING INC.,
IN ITS CAPACITY AS TRUSTEE IN BANKRUPTCY OF
SHAW CANADA L.P.
AND NOT IN ITS PERSONAL CAPACITY**



Per: David Sieradzki

DS:rk

Encl.

c.c. David Bish (Torys LLP)

Clayton Gollnick (Technip Stone & Webster Process Technology, Inc.)

Estate File No.: 32-158522

IN THE MATTER OF THE BANKRUPTCY OF
SHAW CANADA L.P.,
OF THE CITY OF MISSISSAUGA IN THE PROVINCE OF ONTARIO

NOTICE OF DISALLOWANCE OF CLAIM
(Subsection 81(2) of the *Bankruptcy and Insolvency Act* ("Act"))

TAKE NOTICE THAT, as Trustee acting in the bankruptcy of Shaw Canada L.P. ("**Shaw Canada**"), we have partially disallowed the proof of claim filed by Technip Stone & Webster Process Technology, Inc. ("**Technip**") for the reasons set out herein.

AND FURTHER TAKE NOTICE, that if you are dissatisfied with our decision in disallowing your claim as set out herein, you may appeal to the Ontario Superior Court of Justice ("Court") within the 15-day period after the day on which this notice is served, or within such other period as the Court may, on application made within the same 15-day period, allow.

Background:

Duff & Phelps Canada Restructuring Inc. (the "**Trustee**") was appointed as trustee in bankruptcy of Shaw Canada on August 31, 2012, and its appointment was affirmed at the first meeting of creditors held on September 24, 2012.

On or about February 21, 2013, Technip contacted the Trustee and expressed an interest in certain information believed to reside on Shaw Canada's computer servers. Telephone discussions ensued between Technip and the Trustee and between Technip and the Trustee's legal counsel.

Over the next twelve months, the Trustee repeatedly encouraged Technip to clarify the nature of its interest in such information and, during the final months of this period, the Trustee provided Technip with repeated notice that the bankruptcy proceedings were nearing conclusion. At issue were: (i) clarifying the nature of Technip's interest in certain books and records; (ii) identifying with specificity the books and records in question so as to enable their identification and retrieval; and (iii) obtaining conclusive evidence of Technip's entitlement to the books and records. This chronology included, without limitation:

- On February 21, 2013, the Trustee spoke by telephone with Technip, and also sent Technip an email inviting Technip to make contact with the Trustee's counsel by telephone to further discuss this issue. Technip spoke with counsel to the Trustee by telephone that same day, and was advised, *inter alia*, that Technip needed to identify whether: (i) it was claiming ownership of books and records; (ii) despite not having an ownership interest, it was claiming a right of access or use of or to copy or obtain originals of books and records (e.g. a contractual right); or (iii) it wished to make an offer to purchase books and records that it otherwise did not own or have any interest in;

- On March 12, 2013, Iron Mountain emailed Technip to release, at the behest of the Trustee, inventory reports of the books and records of Shaw Canada in storage, in order to assist Technip in clarifying the nature of its interest and to identify the books and records in question.
- On March 18, 2013, Technip emailed Iron Mountain seeking the release of certain highlighted books and records of Shaw Canada stored with Iron Mountain claimed by Technip, to which the Trustee responded by email advising that a discussion with legal counsel would be required before releasing any books and records.
- On March 19, 2013, Iron Mountain responded to Technip seeking to clarify the documents in question.
- On March 19, 2013, the Trustee advised both Iron Mountain and Technip by email that no documents were to be released pending the Trustee's determination as to Technip's entitlement to same. By email dated March 19, 2013, Iron Mountain confirmed that nothing would be released without the Trustee's permission.
- By emails on March 19 and 20, 2013, the Trustee advised Technip of the need for a call with the Trustee's legal counsel in order to advance matters.
- Technip did not respond until an email of June 5, 2013 in which it asked again about the status of the files requested by Technip.
- On June 5, 2013, Technip again contacted the Trustee by email to request project files. The Trustee's counsel responded by email of the same date requesting that Technip identify the nature of its interest and that it provide evidence to support its claim, and further that Technip identify with specificity the books and records claimed. The Trustee's counsel invited a further telephone call to discuss this matter.
- Technip did not respond until October 24, 2013, when it contacted the Trustee's counsel by telephone. At this time, Technip was informed, *inter alia*, that the bankruptcy proceedings were nearing completion, and Technip was encouraged to advance its claim in a timely manner. Technip clarified at this time that they were interested in two categories of books and records: (i) those in respect of contracts sourced by Shaw Canada; and (ii) those in respect of contracts sourced by Shaw Canada's parent or foreign affiliates, but on which Shaw Canada provided services and/or support. By email of the same date, the Trustee's counsel invited a call with Technip and the Trustee to advance this matter. Due to scheduling difficulties, that call did not occur until November 15, 2013.
- On November 18, 2013, the Trustee provided by email a further index of records to Technip to assist it in advancing its claim.
- By letter dated December 5, 2013, the Trustee's counsel inquired as to the status of Technip's claim, as no response had been received from Technip following the delivery of the document index on November 18, 2013. Technip was again informed that the bankruptcy proceedings were nearing conclusion. Technip contacted the Trustee's counsel that same date by telephone to advise that Technip was working on identifying which documents it was claiming and on assembling evidence to substantiate its claim, and that it expected to be in a position to respond before the end of that month.

- Technip requested by email dated December 19, 2013, a further call with the Trustee's counsel to continue to explore Technip's claim, and that call occurred that same day.
- No further response was received from Technip and no claim or supporting information received by the Trustee. As a result, on January 30, 2014, counsel for the Trustee again contacted Technip by email to inform Technip of the nearing completion of the bankruptcy proceedings and of the Trustee's intention to soon make final arrangements with respect to the books and records of Shaw Canada. By responding email of the same date, Technip informed the Trustee that it would be responding shortly.
- By letter dated February 13, 2014, Technip articulated the nature of its claim; specifically, it claimed to be the owner of certain books and records in Shaw Canada's possession and it provided certain documentation in support of its claim. By letter dated February 24, 2014, the Trustee raised a number of concerns with Technip's position, and sought clarification with respect to certain vagaries and inconsistencies in Technip's claim as set out in its February 13, 2014, letter.
- Given the clarification that Technip was claiming to own property in the possession of the Trustee, and in order to resolve this matter with certainty, the Trustee elected to proceed in accordance with Section 81(1) of the *Bankruptcy and Insolvency Act* ("BIA") so as to require that Technip prove a claim to property in the possession of a trustee in bankruptcy. The requisite notice was attached to the Trustee's February 24, 2014, letter and the Trustee encouraged Technip in such letter to seek the advice of Canadian legal counsel with respect to the statutory process under the BIA. The Trustee also highlighted specific concerns that it asked Technip to address in its proof of property claim.
- On March 11, 2014, Technip filed a proof of property claim. The claim indicated that supporting documentation would be provided on or before April 11, 2014. The Trustee thereafter encouraged Technip to submit any further supporting documentation by March 31, 2014.
- On March 31, 2014, counsel to Technip provided by email some additional supporting materials. In response to an inquiry from the Trustee's counsel on April 2, 2014, as to whether Technip's proof of property claim was now complete, counsel to Technip advised that further supporting materials would be provided by April 11, 2014.
- On April 11, 2014, counsel to Technip requested an additional week to gather supporting materials for Technip's proof of property claim. The Trustee agreed to a further extension.
- On April 18, 2014, counsel to Technip provided by email further materials in support of Technip's proof of property claim. The email in question stipulated that the additional materials provided were disclosed to the Trustee on a confidential basis and that the Trustee was not to provide such materials to the inspectors of the bankrupt estate. Although the Trustee has concerns with respect to a purported stipulation in respect of a confidentiality obligation on behalf of the Trustee vis-à-vis the inspectors, unilaterally imposed without discussion or agreement, it has elected not to provide copies of these materials to the inspectors.

Copies of the emails and letters referred to above are attached hereto in chronological order as Schedule "A". Throughout this period, the Trustee has updated and conferred with the inspectors of the bankrupt estate with respect to these matters.

Scope of Claim:

In making a determination with respect to this claim, the Trustee has reviewed and considered, *inter alia*, the correspondence above, the proof of property claim submitted by Technip and the materials submitted in support thereof by Technip. The Trustee has also conducted its own investigations and has discussed the claims of Technip with former employees of Shaw Canada that have knowledge of these matters, including the inspectors.

Review of Claim:

Technip is claiming to own books and records of two types:

- 1) **Shaw Owned Records:** those books and records formerly owned by Shaw Canada with respect to contracts sourced by Shaw Canada and alleged by Technip to have been sold to Technip pursuant to an Asset Purchase Agreement dated May 12, 2012 (the "**Technip APA**"), between The Shaw Group Inc. and Technip S.A., as more particularly identified in the Technip APA; and
- 2) **Shaw Non-Owned Records:** those books and records in the possession of - but allegedly not owned by - Shaw Canada with respect to contracts sourced by The Shaw Group Inc. (i.e. Shaw Canada's U.S. parent corporation) or other foreign affiliates of Shaw Canada (collectively, the "**Shaw Group**"). Technip alleges that Shaw Canada provided services in respect of such contracts on an agency or subcontractor basis, and that as a result of such arrangement and applicable law, all books and records in respect of these contracts are the property of the Shaw Group, having thereafter been sold to Technip pursuant to the Technip APA.

Determination of Claim - Summary:

- 1) The Trustee partially admits Technip's property claim to the Shaw Owned Records, subject to the following:
 - (i) Technip does not hold and cannot hold any greater interest in such records than Shaw Canada itself held, including that the Trustee cannot release to Technip records that were contractually agreed by Shaw Canada to belong to counterparties and not Shaw Canada, or in respect of which confidentiality agreements with such counterparties were entered into by Shaw Canada that preclude the disclosure of such records, save and except in the event that Technip acquires, at its cost, the consent of such counterparties to the release of such records by the Trustee to Technip; and

- (ii) Technip must identify, at its own cost (including the costs of the Trustee and its counsel), the specific records in question that comprise Shaw Owned Records so as to enable such records to be identified and retrieved. The proof of property claim and supporting materials, as filed, do not enable the Trustee to identify the Shaw Owned Records and would require the Trustee to conduct a time-consuming and expensive exercise to review Shaw Canada's paper and electronic records so as to identify any Shaw Owned Records. In the event that Technip agrees to fund this exercise, and as the records are identified, the Trustee will determine whether such records relate solely versus primarily to the "Business" (as defined in the Technip APA), as Technip's right to obtain originals versus copies of such records turns on this determination under the terms of the Technip APA; provided that the Trustee may make arrangements with Technip to resolve this issue, such as the entering into of an access agreement between the Trustee and Technip.

- 2) The Trustee disallows entirely Technip's property claim to the Shaw Non-Owned Records.

Analysis of Technip Claim:

I. Shaw Owned Records

Schedule 1.1(d) to the Technip APA lists four contracts to which Shaw Canada was a party that were intended to be sold to Technip S.A. (which are defined in the Technip APA as being the "Conveyed Canadian Assets"). The Shaw Owned Records that Technip has claimed are the books and records of Shaw Canada relating to those four contracts.

Neither Shaw Canada nor Technip (i.e. Technip Stone & Webster Process Technology, Inc.) is a party to the Technip APA. The parties to the Technip APA contemplate that the Shaw Group will cause certain "Subsidiary Sellers" to sell the "Business" and to enter into "Ancillary Agreements", including the "Implementing Agreements" and, in turn, "Business Transfer Agreements" (as each of those terms is defined in the Technip APA). No such documents were executed by Shaw Canada, and there is no written record of any conveyance by Shaw Canada of any of its assets, including the books and records in question. However, the Trustee is aware that Shaw Canada received \$70,000 in respect of the transactions set out in the Technip APA and has confirmed the receipt of such funds by Shaw Canada from Technip S.A. The Trustee accepts that these funds received by Shaw Canada are evidence of a conveyance of the "Conveyed Canadian Assets".

It is clear that Technip S.A. did not acquire all of the assets or business of Shaw Canada. The Technip APA expressly excludes from the "Conveyed Assets": (i) the "Retained Canadian Business"; (ii) all assets exclusively used in respect of the Retained Canadian Business; (iii) any other assets of the "Canadian Subsidiaries" that are not "Conveyed Canadian Assets"; and (iv) any right, property or other asset that arises out of or relates exclusively to any of the foregoing or any other "Excluded Asset" (as each of those terms is defined in the Technip APA).

With respect to books and records specifically, some books and records were sold to Technip S.A. (e.g. Technip APA s. 2.2(o)), while other books and records are expressly excluded (e.g. Technip APA s. 2.4(a) (iii)). The Trustee accepts that the books and records relating to the Conveyed Canadian Assets – that is, the four contracts specifically identified in Schedule 1.1(d) to the Technip APA – were purchased by Technip S.A.

Further, the Technip APA stipulates that Technip S.A. is only entitled to originals of books and records that relate "solely" to the "Business", and is otherwise restricted to obtaining copies of books and records that relate "primarily" to the "Business". Technip has claimed that the Shaw Owned Records relate "solely" and not "primarily" to the "Business", and that it should therefore be provided with originals and not copies of the records in question. In the course of identifying the specific records in question (discussed below), the Trustee will determine whether such records pertain solely versus primarily to the Business, and therefore whether to release original or only copies of the records (or the Trustee may negotiate, with inspector approval, alternative arrangements, such as an access agreement with Technip whereby originals will be provided to Technip and Technip will agree to permit the Trustee access to such documents as needed).

The Trustee does not know how Technip has come to claim the Shaw Owned Records rather than Technip S.A., since only the latter is a party to the Technip APA; however, given the related nature of these entities, the Trustee will not make an issue of the identity of the claimant (Technip versus Technip S.A.).

The Trustee has reviewed the four contracts that comprise the "Conveyed Canadian Assets" and there a number of contractual restrictions and provisions therein dealing with ownership of the documents and work product in respect of those contracts. The Trustee understands further that there are confidentiality and non-disclosure agreements that limit Shaw Canada's rights with respect to books and records relating to the contracts in question. Where Shaw Canada agreed that it would not own some or all of the books and records relating to a contract / project, and that the counterparty would own such books and records, Shaw Canada cannot have thereafter sold such books and records to Technip. Where Shaw Canada is contractually prohibited from disclosing or releasing confidential information, Shaw Canada cannot have properly agreed to convey such information to Technip. Accordingly, Technip is only entitled to receive those books and records of Shaw Canada that pertain to the four contracts in question (i.e. the "Conveyed Canadian Assets") that were owned by Shaw Canada and that Shaw Canada is at liberty to convey and disclose.

It is not possible from the proof of property claim or supporting materials provided by Technip to identify which specific books and records ought to be delivered to Technip. It will be necessary to manually review boxes of records and electronic records in order to identify whether specific files, emails, work product, etc. pertain to the "Conveyed Canadian Assets", and to then assess: (i) whether such records are owned by Shaw Canada or the contractual counterparties, or are otherwise subject to confidentiality or other contractual restrictions that preclude their release to Technip; and (ii) whether such records relate solely versus primarily to the "Business" (as defined in the APA), or to otherwise negotiate an access agreement or alternate arrangements with Technip. To the extent that Technip obtains a consent from the contractual counterparties in question authorizing the Trustee to release to Technip the books and records in question, this will expedite that aspect of the review process. This review will require the time and involvement of the Trustee's staff and one or more former employees of Shaw Canada, retained on a contract basis. The Trustee is not prepared to undertake this exercise at a cost to the estate; accordingly, it requires Technip to pay all reasonable costs incurred by the Trustee in undertaking a review process, including the costs of any former Shaw Canada employee(s) required to assist in this exercise.

II. Shaw Non-Owned Records

Pursuant to the Technip APA, Technip S.A. acquired substantially all of the assets, property and undertaking of the Shaw Group, including the books and records owned by the Shaw Group.

It was customary for the Shaw Group to source and enter into contracts with respect to projects on which Shaw Canada employees would be engaged. Technip has alleged that: (i) where Shaw Canada provided services to the Shaw Group with respect to a contract sourced by the Shaw Group, Shaw Canada was acting as an agent or subcontractor of the Shaw Group; and (ii) by virtue of the foregoing, all books and records in the possession of Shaw Canada - including the work product of Shaw Canada's employees with respect to such projects - were property of Shaw Group at all times (and by virtue of the Technip APA, became property of Technip). These are the Shaw Non-Owned Records claimed by Technip.

The Trustee is disallowing this claim in full. Technip has not provided the Trustee with any evidence that: (i) the nature of the relationship between Shaw Canada and the Shaw Group comprised an agency or subcontracting arrangement; and (ii) even if such agency or subcontractor relationship existed, there is any applicable contractual agreement or law (statutory, common law or otherwise) that would result in the books and records of Shaw Canada in question being the property of the Shaw Group. Accordingly, Technip has failed to prove this claim.

The relationship between Shaw Canada and The Shaw Group Inc. was, prior to the bankruptcy of Shaw Canada, governed by a Services Agreement dated February 1, 2010, which agreement is stated to have effect as of September 1, 2007 (the "**Services Agreement**"). A copy of the Services Agreement is attached hereto as Schedule "B". The Services Agreement is explicit that there was no agency or subcontractor relationship between these parties. In the Services Agreement, Shaw Canada is defined as SCLP and the Shaw Group is defined as SGR. Section 2 of the Services Agreement is entitled "Relationship between the Parties", and subsection 2.3 provides as follows:

2.3 Status of the Parties. SCLP shall not act as a legal representative of SGR or its Affiliates for any purpose whatsoever.

- (a) Nothing in this Agreement will be construed to constitute the Parties as principal and agent, employer and employee, franchisor and franchisee, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking.
- (b) SCLP has no right or authority to assume or create any obligation of any kind, express or implied, on behalf of SGR to any other Person and/or to waive any right, interest or claim that SGR may have against any other person.
- (c) SCLP shall not make any representation or warranty of any kind on behalf of SGR unless authorized in advance in writing by SGR to do so.
- (d) The status of SCLP is that of an independent contractor and not of an agent or employee of SGR and, as such, SCLP shall not have the right or power to enter into any contracts, agreements or any other commitments on behalf of SGR.

The Services Agreement does not stipulate that Shaw Canada's books and records with respect to projects sourced by the Shaw Group and worked on by Shaw Canada are property of the Shaw Group. On the contrary, the Services Agreement suggests strongly the opposite; that Shaw Canada owns its own books and records. Section 5 of the Services Agreement is entitled "Cooperation with SGR" and subsection 5.2 provides as follows:

5.2 Record Keeping. At all times during the term of this Agreement, SCLP shall maintain at its principal place of business full, complete and accurate books of account and records with regard to its activities under this Agreement. Upon reasonable notice, SCLP shall grant SGR access during normal business hours to any premises of SCLP in order that SGR, at its expense, may inspect SCLP's books and business records and verify (including review and audit) compliance with this Agreement.

The Trustee has conferred with former employees of Shaw Canada, and has been uniformly advised that: (i) it was their understanding that at all times the books and records of Shaw Canada, including the work product of such employees, was the property of Shaw Canada and not Shaw Group; (ii) to their knowledge, there was no prior practice or history of delivering originals or copies of Shaw Canada's books and records to the Shaw Group other than in the ordinary course of work on a project; and (iii) upon completion of a project, Shaw Canada maintained its books and records - including providing for the storage thereof - and did not deliver them to the Shaw Group.

It is inconsistent with the Services Agreement and course of conduct between Shaw Canada and the Shaw Group to allege that Shaw Canada was an agent or subcontractor of the Shaw Group and that, accordingly, Shaw Canada did not own its books and records with respect to contracts sourced by the Shaw Group. There is no contractual or other written evidence provided by Technip or of which the Trustee is otherwise aware that substantiates Technip's claim that the Shaw Group owned the books and records of Shaw Canada with respect to contracts sourced by the Shaw Group. In any event, Technip has not provided any law establishing that the books and records of an agent or subcontractor are lawfully the property of the principal or contractor. Technip has therefore not proved its property claim, and the Trustee has no basis to admit the claim. Accordingly, the claim by Technip to ownership of the Shaw Non-Owned Records is disallowed in its entirety.

Should it be later determined, by a court or otherwise, that the Shaw Non-Owned Records are, in fact, the property of Technip, the Trustee would raise the same concerns that it has with respect to the Shaw Owned Records; namely: (i) the need for Technip to fund the exercise of identifying with specificity the documents in question; and (ii) the need to respect contractual provisions providing for ownership of such records by counterparties to the project contracts and existing contractual confidentiality obligations pertaining to such records.

DATED at Toronto, Ontario, this 28TH day of April, 2014.

**DUFF & PHELPS CANADA RESTRUCTURING INC.
TRUSTEE IN THE BANKRUPTCY OF SHAW CANADA L.P.**

REGISTERED MAIL

To: Technip Stone & Webster Process Technology, Inc.
c/o Osler, Hoskin & Harcourt LLP
Box 50 - 1 First Canadian Place
Toronto, ON M5X 1B8

Attention: Patrick Riesterer

Schedule “A”

Sieradzki, David

From: Clayton Gollnick <CGollnick@technip.com>
Sent: Thursday, February 21, 2013 11:46 AM
To: Sieradzki, David
Subject: Servers in the Shaw Canada office

Dear Mr. Sieradzki,

Regina Hamilton at CB&I provided your contact information. I will be contacting you today to discuss issues concerning the servers. What is your availability this afternoon?

Best Regards,

Clayton R. Gollnick
Senior Legal Counsel

Technip Stone & Webster Process Technology - 1430 Enclave Parkway 77077 - Houston, Texas - www.technip.com
Tel (Direct): 281-848-5118 - (Cell): 281-435-7415 - Fax: 713-575-6662

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Sieradzki, David

From: Sieradzki, David
Sent: Thursday, February 21, 2013 2:02 PM
To: Clayton Gollnick
Cc: dbish@torys.com
Subject: RE: Servers in the Shaw Canada office

Clayton, further to our discussion, please contact David Bish of Torys (copied on this email). His phone # is 416.865.7353.

David Sieradzki

From: Clayton Gollnick [<mailto:CGollnick@technip.com>]
Sent: Thursday, February 21, 2013 11:46 AM
To: Sieradzki, David
Subject: Servers in the Shaw Canada office

Dear Mr. Sieradzki,

Regina Hamilton at CB&I provided your contact information. I will be contacting you today to discuss issues concerning the servers. What is your availability this afternoon?

Best Regards,

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Sieradzki, David

From: PCS <PCS@ironmountain.com>
Sent: Tuesday, March 12, 2013 2:41 PM
To: NMeadows@technip.com
Cc: Sieradzki, David; Allen, Kevin; White, Alex; Bryant, Jay; PCS
Subject: Request Id:'500186348' Shaw Inventory Reports
Attachments: Shaw Canada Inventory Reports.zip

Good Day

I have obtained formal permission from Shaw's Legal Team to release the attached inventory reports for the following Shaw accounts to you (Technip) for review:

Customer ID	Customer Name
82737	THE SHAW GROUP
83562	THE SHAW GROUP
ECCAN	THE SHAW GROUP
70869	SHAW CANADA L.P.

Please note that 70869 is a Data Protection Account; the other accounts are Records Management accounts. Once you have identified inventory which is yours, I will reach out to Shaw to obtain permission to transfer that inventory into your new account. I understand from Pearl Greene that you already have an inventory report for Customer ID EANDC. Please feel free to contact me directly with any questions that you may have. I look forward to working with you.

Kindly,

Amanda Mace
Preferred Client Services
Iron Mountain
1000 Campus Drive
Collegeville, PA 19426
Phone: 855-852-2340 x2342
Visit the new www.ironmountain.com



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Sieradzki, David

From: Norm Meadows <NMeadows@technip.com>
Sent: Monday, March 18, 2013 3:38 PM
To: PCS
Cc: White, Alex; Sieradzki, David; Bryant, Jay; Allen, Kevin; PCS; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N
Subject: Re: Request Id:'500186348' Shaw Inventory Reports
Attachments: EANDC Account - Technip.xlsx; Inventory Report Custoe mr ID 82737-Technip.xlsx; Inventory Report Customer ID 83562-Technip.xls; Inventory Report Customer ID ECCAN-Technip.xls; Inventory Report DP Account 70869 containers.xls

Hi Amanda,

This email pertains to both the US account and the Canada accounts. The spreadsheets attached are markups of those spreadsheets received from Iron Mountain. On each spreadsheet I have highlighted, in yellow, those boxes that the data indicates belong to CB&I. The unhighlighted items are those boxes/bins Technip is requesting and which are relevant to technology purchased.

To aid in understanding I have noted the logic of the spreadsheet filters and resulting counts below.

Account 82737

Result:
2419 CB&I Boxes
3490 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

Finance

Legal

Human Resources

CANEC (Timesheets & Expense Reports)

Nuclear

Power

Power Mechanical

Procurement

Executive

Marketing

KST (Records from various hydro projects)

390803266 (Construction and claims records)

Business Development

ISOBOARD

Quality
ProjectCons
LST (Various KST records - see KST above)
Library
Secondary Filter - Major Description
Project Control Files
Tertiary Filter - Minor Description
Power
Power Management
Power Mgt
Fossil
Hydro *
Steam Power Plant
Technip to Receive Remainder

Account 83562

Result:
234 CB&I Boxes
1227 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name
Accounting Canada
Human Resources Canada
Procurement Canada

Technip to Receive Remainder

Account ECCAN

Result:
128 CB&I Boxes
153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department
ACC
PRO
OPS

Technip to Receive Remainder

Account 70869

Result:
21 Containers

Insufficient Information to identify individual bins. Backups are of systems which held Technip related technology.

US Account ECCAN

Result:
6960 CB&I Boxes

6683 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

All *except* Engineering, Badger, Technology

Secondary Filter - Record Code *does not equal* ISY 1000 or start with PRF (Project Records)

Technip to Receive Remainder

Norm Meadows

Technip USA Records Manager

Technip Stone & Webster Process Technology Center Lead, Document Management

Technip - 1430 Enclave Parkway - Houston, Texas - USA - www.technip.com

Tel (Direct): +01 713-575-6490 - Switchboard: +01 281-368-4000 - Mobile: +01 281-795-6959

From: PCS <PCS@ironmountain.com>

To: "NMeadows@technip.com" <NMeadows@technip.com>

Cc: "David.Sieradzki@duffandphelps.com" <David.Sieradzki@duffandphelps.com>, "Allen, Kevin" <Kevin.Allen@ironmountain.com>, "White, Alex" <Alex.White@ironmountain.com>, "Bryant, Jay" <Jay.Bryant@ironmountain.com>, PCS <PCS@ironmountain.com>

Date: 03/12/2013 01:41 PM

Subject: Request Id:'500186348' Shaw Inventory Reports

Good Day

I have obtained formal permission from Shaw's Legal Team to release the attached inventory reports for the following Shaw accounts to you (Technip) for review:

Customer ID	Customer Name
82737	THE SHAW GROUP
83562	THE SHAW GROUP
ECCAN	THE SHAW GROUP
70869	SHAW CANADA L.P.

Please note that 70869 is a Data Protection Account; the other accounts are Records Management accounts. Once you have identified inventory which is yours, I will reach out to Shaw to obtain permission to transfer that inventory into your new account. I understand from Pearl Greene that you already have an inventory report for Customer ID EANDC. Please feel free to contact me directly with any questions that you may have. I look forward to working with you.

Kindly,

Amanda Mace
Preferred Client Services
Iron Mountain
1000 Campus Drive
Collegeville, PA 19426
Phone: 855-852-2340 x2342

Visit the new www.ironmountain.com



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Bish, David

From: Sieradzki, David <David.Sieradzki@duffandphelps.com>
Sent: March-18-13 4:01 PM
To: Norm Meadows
Cc: Clayton Gollnick (CGollnick@technip.com); Bish, David
Subject: RE: Request Id:'500186348' Shaw Inventory Reports

Norm, thanks for your email. I believe David Bish of Torgs connected with Clayton on this issue some time ago. We will need to discuss before releasing any documents/books/records/etc. to Technip. David and I can be available for a discussion at the appropriate time. Thanks.

David Sieradzki

From: Norm Meadows [mailto:NMeadows@technip.com]
Sent: Monday, March 18, 2013 3:38 PM
To: PCS
Cc: White, Alex; Sieradzki, David; Bryant, Jay; Allen, Kevin; PCS; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N
Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hi Amanda,

This email pertains to both the US account and the Canada accounts. The spreadsheets attached are markups of those spreadsheets received from Iron Mountain. On each spreadsheet I have highlighted, in yellow, those boxes that the data indicates belong to CB&I. The unhighlighted items are those boxes/bins Technip is requesting and which are relevant to technology purchased.

To aid in understanding I have noted the logic of the spreadsheet filters and resulting counts below.

Account 82737

Result:
2419 CB&I Boxes
3490 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

Finance

Legal

Human Resources

CANEC (Timesheets & Expense Reports)
Nuclear
Power
Power Mechanical
Procurement
Executive
Marketing
KST (Records from various hydro projects)
390803266 (Construction and claims records)
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Quality
ProjectCons
LST (Various KST records - see KST above)
Library
Secondary Filter - Major Description
Project Control Files
Tertiary Filter - Minor Description
Power
Power Management
Power Mgt
Fossil
Hydro *
Steam Power Plant
Technip to Receive Remainder

Account 83562

Result:
234 CB&I Boxes
1227 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name
Accounting Canada
Human Resources Canada
Procurement Canada

Technip to Receive Remainder

Account ECCAN

Result:
128 CB&I Boxes
153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department
ACC
PRO
OPS

Technip to Receive Remainder

Account 70869

Result:

21 Containers

Insufficient Information to identify individual bins. Backups are of systems which held Technip related technology.

US Account ECCAN

Result:

6960 CB&I Boxes

6683 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

All except Engineering, Badger, Technology

Secondary Filter - Record Code *does not equal* ISY 1000 or start with PRF (Project Records)

Technip to Receive Remainder

Norm Meadows

Technip USA Records Manager

Technip Stone & Webster Process Technology Center Lead, Document Management

Technip - 1430 Enclave Parkway - Houston, Texas - USA - www.technip.com

Tel (Direct): +01 713-575-6490 - Switchboard: +01 281-368-4000 - Mobile: +01 281-795-6959

From: PCS <PCS@ironmountain.com>To: "NMeadows@technip.com" <NMeadows@technip.com>.Cc: "David.Sieradzki@duffandphelps.com" <David.Sieradzki@duffandphelps.com>, "Allen, Kevin" <Kevin.Allen@ironmountain.com>, "White, Alex" <Alex.White@ironmountain.com>, "Bryant, Jay" <Jay.Bryant@ironmountain.com>, PCS <PCS@ironmountain.com>

Date: 03/12/2013 01:41 PM

Subject: Request Id:'500186348' Shaw Inventory Reports

Good Day

I have obtained formal permission from Shaw's Legal Team to release the attached inventory reports for the following Shaw accounts to you (Technip) for review:

Customer ID	Customer Name
82737	THE SHAW GROUP
83562	THE SHAW GROUP
ECCAN	THE SHAW GROUP
70869	SHAW CANADA L.P.

Please note that 70869 is a Data Protection Account; the other accounts are Records Management accounts. Once you

have identified inventory which is yours, I will reach out to Shaw to obtain permission to transfer that inventory into your new account. I understand from Pearl Greene that you already have an inventory report for Customer ID EANDC. Please feel free to contact me directly with any questions that you may have. I look forward to working with you.

Kindly,

Amanda Mace
Preferred Client Services
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1000 Campus Drive
Collegeville, PA 19426
Phone: 855-852-2340 x2342
Visit the new www.ironmountain.com



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Sieradzki, David

From: PCS <PCS@ironmountain.com>
Sent: Tuesday, March 19, 2013 12:53 PM
To: NMeadows@technip.com
Cc: White, Alex; Sieradzki, David; Bryant, Jay; Allen, Kevin; PCS; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N
Subject: Re: Request Id:'500186348' Shaw Inventory Reports
Attachments: EANDC Account - Technip.xlsx.xlsx; Inventory Report Customer ID 83562-Technip.xls.xls; Inventory Report DP Account 70869 containers.xls.xls; Inventory Report CustoeMr ID 82737-Technip.xlsx.xlsx; Inventory Report Customer ID ECCAN-Technip.xls.xls; TECHNIP TOTALS.xlsx

Hello Norm,

Thank you for your message. I didn't see totals below for EANDC, so I gathered the following information from the attached spreadsheet for EANDC:

- I counted 6683 boxes for Technip from EANDC. Please confirm.

You have two sets of totals in your email below for ECCAN:

Account ECCAN
Result:
128 CB&I Boxes
153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)
Primary Filter - Department
ACC
PRO
OPS

Technip to Receive Remainder

US Account ECCAN
Result:
6960 CB&I Boxes
6683 Technip Boxes

- I looked at your totals on your ECCAN spreadsheet and totaled 153 boxes for Technip. I think that the second set of totals that you have may be for EANDC? I totaled 6683 boxes for Technip for EANDC. Please confirm.

I counted 1127 boxes from 83562 to Technip which corresponds to your totals for 83562.

I counted 3490 boxes from 82737 to Technip which also corresponds to your totals.

When I provided inventory reports to you for ECCAN, 82737 and 83562, I included non-live (permanently withdrawn and/or destroyed) inventory in these reports so that when it came time to move inventory to your new account, record of these boxes would be transferred to your new account just for tracking purposes. It appears that Pearl Greene also provided an inventory report for EANDC which included live inventory. Please note that you will not be charged for any *non-live* inventory under your new account, but the non-live inventory that you identified will be transferred for reference purposes. With that said, I calculated the totals of *live* inventory which you are requesting to transfer to your new account and it came out to the following:

Customer ID	Cubic Footage	Box Count
EANDC	9901.9	6667
82737	3430.53	2341
83562	1402.32	1127
ECCAN	155.6	153

I consolidated all reports onto one spreadsheet "Technip Totals" just to make things easier to review. Please review this spreadsheet and confirm that it is accurate.

In regards to Data Backup and Recovery Account 70869, unfortunately, I do not have any other information to supplement the report which was provided to you. Are you requesting all of these tapes? Please advise.

We will begin preparing contractual documents for your new account.

Respectfully,

Amanda Mace
Preferred Client Services
Iron Mountain
1000 Campus Drive
Collegeville, PA 19426
Phone: 855-852-2340 x2342
Visit the new www.ironmountain.com



From: Norm Meadows [mailto:NMeadows@technip.com]

Sent: Monday, March 18, 2013 3:38 PM

To: PCS

Cc: White, Alex; David.Sieradzki@duffandphelps.com; Bryant, Jay; Allen, Kevin; PCS; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N

Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hi Amanda,

This email pertains to both the US account and the Canada accounts. The spreadsheets attached are markups of those spreadsheets received from Iron Mountain. On each spreadsheet I have highlighted, in yellow, those boxes that the data indicates belong to CB&I. The unhighlighted items are those boxes/bins Technip is requesting and which are relevant to technology purchased.

To aid in understanding I have noted the logic of the spreadsheet filters and resulting counts below.

Account 82737

Result:

2419 CB&I Boxes

3490 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

Finance

Legal

Human Resources

CANEC (Timesheets & Expense Reports)

Nuclear

Power

Power Mechanical

Procurement

Executive

Marketing

KST (Records from various hydro projects)

390803266 (Construction and claims records)

Business Development

ISOBOARD

Quality

ProjectCons

LST (Various KST records - see KST above)

Library

Secondary Filter - Major Description

Project Control Files

Tertiary Filter - Minor Description

Power

Power Management

Power Mgt

Fossil

Hydro *

Steam Power Plant

Technip to Receive Remainder

Account 83562

Result:

234 CB&I Boxes

1227 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

Accounting Canada

Human Resources Canada

Procurement Canada

Technip to Receive Remainder

Account ECCAN

Result:

128 CB&I Boxes

153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department

ACC

PRO

OPS

Technip to Receive Remainder

Account 70869

Result:

21 Containers

Insufficient Information to identify individual bins. Backups are of systems which held Technip related technology.

US Account ECCAN

Result:

6960 CB&I Boxes

6683 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

All *except* Engineering, Badger, Technology

Secondary Filter - Record Code *does not equal* ISY 1000 or start with PRF (Project Records)

Technip to Receive Remainder

Norm Meadows

Technip USA Records Manager

Technip Stone & Webster Process Technology Center Lead, Document Management

Technip - 1430 Enclave Parkway - Houston, Texas - USA - www.technip.com

Tel (Direct): +01 713-575-6490 - Switchboard: +01 281-368-4000 - Mobile: +01 281-795-6959

From: PCS <PCS@ironmountain.com>

To: "NMeadows@technip.com" <NMeadows@technip.com>.

Cc: "David.Sieradzki@duffandphelps.com" <David.Sieradzki@duffandphelps.com>, "Allen, Kevin" <Kevin.Allen@ironmountain.com>, "White, Alex" <Alex.White@ironmountain.com>, "Bryant, Jay" <Jay.Bryant@ironmountain.com>, PCS <PCS@ironmountain.com>

Date: 03/12/2013 01:41 PM

Subject: Request Id: '500186348' Shaw Inventory Reports

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Customer ID

82737

83562

ECCAN

70869

Customer Name

THE SHAW GROUP

THE SHAW GROUP

THE SHAW GROUP

SHAW CANADA L.P.

Please note that 70869 is a Data Protection Account; the other accounts are Records Management accounts. Once you have identified inventory which is yours, I will reach out to Shaw to obtain permission to transfer that inventory into your new account. I understand from Pearl Greene that you already have an inventory report for Customer ID EANDC. Please feel free to contact me directly with any questions that you may have. I look forward to working with you.

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Sieradzki, David

From: Sieradzki, David
Sent: Tuesday, March 19, 2013 2:15 PM
To: PCS; NMeadows@technip.com
Cc: White, Alex; Bryant, Jay; Allen, Kevin; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N
Subject: RE: Request Id:'500186348' Shaw Inventory Reports

Amanda, as noted previously, we will need to speak with Technip before any of the books/records/etc. in your possession are transferred. Thanks.

David Sieradzki

From: PCS [mailto:PCS@ironmountain.com]
Sent: Tuesday, March 19, 2013 12:53 PM
To: NMeadows@technip.com
Cc: White, Alex; Sieradzki, David; Bryant, Jay; Allen, Kevin; PCS; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N
Subject: Re: Request Id:'500186348' Shaw Inventory Reports

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- I counted 6683 boxes for Technip from EANDC. Please confirm.

You have two sets of totals in your email below for ECCAN:

Account ECCAN
Result:
128 CB&I Boxes
153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)
Primary Filter - Department
ACC
PRO
OPS

Technip to Receive Remainder

US Account ECCAN
Result:
6960 CB&I Boxes
6683 Technip Boxes

- I looked at your totals on your ECCAN spreadsheet and totaled 153 boxes for Technip. I think that the second set of totals that you have may be for EANDC? I totaled 6683 boxes for Technip for EANDC. Please confirm.

I counted 1127 boxes from 83562 to Technip which corresponds to your totals for 83562.

I counted 3490 boxes from 82737 to Technip which also corresponds to your totals.

When I provided inventory reports to you for ECCAN, 82737 and 83562, I included non-live (permanently withdrawn and/or destroyed) inventory in these reports so that when it came time to move inventory to your new account, record of these boxes would be transferred to your new account just for tracking purposes. It appears that Pearl Greene also provided an inventory report for EANDC which included live inventory. Please note that you will not be charged for any *non-live* inventory under your new account, but the non-live inventory that you identified will be transferred for reference purposes. With that said, I calculated the totals of *live* inventory which you are requesting to transfer to your new account and it came out to the following:

Customer ID	Cubic Footage	Box Count
EANDC	9901.9	6667
82737	3430.53	2341
83562	1402.32	1127
ECCAN	155.6	153

I consolidated all reports onto one spreadsheet "Technip Totals" just to make things easier to review. Please review this spreadsheet and confirm that it is accurate.

In regards to Data Backup and Recovery Account 70869, unfortunately, I do not have any other information to supplement the report which was provided to you. Are you requesting all of these tapes? Please advise.

We will begin preparing contractual documents for your new account.

Respectfully,

Amanda Mace
Preferred Client Services
Iron Mountain
1000 Campus Drive
Collegeville, PA 19426
Phone: 855-852-2340 x2342
Visit the new www.ironmountain.com



From: Norm Meadows [<mailto:NMeadows@technip.com>]

Sent: Monday, March 18, 2013 3:38 PM

To: PCS

Cc: White, Alex; David.Sieradzki@duffandphelps.com; Bryant, Jay; Allen, Kevin; PCS; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N

Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hi Amanda,

This email pertains to both the US account and the Canada accounts. The spreadsheets attached are markups of those spreadsheets received from Iron Mountain. On each spreadsheet I have highlighted, in yellow, those boxes that the data indicates belong to CB&I. The unhighlighted items are those boxes/bins Technip is requesting and which are relevant to technology purchased.

To aid in understanding I have noted the logic of the spreadsheet filters and resulting counts below.

Account 82737

Result:

2419 CB&I Boxes

3490 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

Finance

Legal

Human Resources

CANEC (Timesheets & Expense Reports)

Nuclear

Power

Power Mechanical

Procurement

Executive

Marketing

KST (Records from various hydro projects)

390803266 (Construction and claims records)

Business Development

ISOBOARD

Quality

ProjectCons

LST (Various KST records - see KST above)

Library

Secondary Filter - Major Description

Project Control Files

Tertiary Filter - Minor Description

Power

Power Management

Power Mgt

Fossil

Hydro *

Steam Power Plant

Technip to Receive Remainder

Account 83562

Result:

234 CB&I Boxes

1227 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

Accounting Canada

Human Resources Canada

Procurement Canada

Technip to Receive Remainder

Account ECCAN

Result:

128 CB&I Boxes

153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department

ACC

PRO

OPS

Technip to Receive Remainder

Account 70869

Result:

21 Containers

Insufficient Information to identify individual bins. Backups are of systems which held Technip related technology.

US Account ECCAN

Result:

6960 CB&I Boxes

6683 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

All *except* Engineering, Badger, Technology

Secondary Filter - Record Code *does not equal* ISY 1000 or start with PRF (Project Records)

Technip to Receive Remainder

Norm Meadows

Technip USA Records Manager

Technip Stone & Webster Process Technology Center Lead, Document Management

Technip – 1430 Enclave Parkway – Houston, Texas – USA – www.technip.com

Tel (Direct): +01 713-575-6490 – Switchboard: +01 281-368-4000 – Mobile: +01 281-795-6959

From: PCS <PCS@ironmountain.com>

To: "NMeadows@technip.com" <NMeadows@technip.com>

Cc: "David.Sieradzki@duffandphelps.com" <David.Sieradzki@duffandphelps.com>, "Allen, Kevin" <Kevin.Allen@ironmountain.com>, "White, Alex" <Alex.White@ironmountain.com>, "Bryant, Jay" <Jay.Bryant@ironmountain.com>, PCS <PCS@ironmountain.com>

Date: 03/12/2013 01:41 PM

Subject: Request Id:'500186348' Shaw Inventory Reports

Good Day

I have obtained formal permission from Shaw's Legal Team to release the attached inventory reports for the following Shaw accounts to you (Technip) for review:

Customer ID	Customer Name
82737	THE SHAW GROUP
83562	THE SHAW GROUP
ECCAN	THE SHAW GROUP
70869	SHAW CANADA L.P.

Please note that 70869 is a Data Protection Account; the other accounts are Records Management accounts. Once you have identified inventory which is yours, I will reach out to Shaw to obtain permission to transfer that inventory into your new account. I understand from Pearl Greene that you already have an inventory report for Customer ID EANDC. Please feel free to contact me directly with any questions that you may have. I look forward to working with you.

Kindly,

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Any unauthorized use, distribution, or copying of this Message or any part thereof is prohibited. Emails are susceptible to alteration. Neither Technip nor any of its affiliates shall be liable for the Message if altered or falsified nor shall they be liable for any damage caused by any virus that might be transmitted with this Message.

Sieradzki, David

From: Sieradzki, David
Sent: Tuesday, March 19, 2013 2:39 PM
To: PCS (PCS@ironmountain.com)
Subject: FW: Request Id:'500186348' Shaw Inventory Reports

Importance: High

Amanda, please confirm by return email to me that you WILL NOT BE RELEASING ANYTHING WITHOUT THE TRUSTEE'S APPROVAL, WHICH WE HAVE NOT YET PROVIDED. PLEASE CONFIRM ASAP.

David Sieradzki

From: Norm Meadows [mailto:NMeadows@technip.com]
Sent: Tuesday, March 19, 2013 1:53 PM
To: PCS
Cc: White, Alex; Clayton Gollnick; Sieradzki, David; Bryant, Jay; Allen, Kevin; PCS; Greene, Pearl; Hamilton, Regina N
Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hi Amanda,

I have gone through the Technip Totals spreadsheet that you've consolidated. It appears to be in order.

On the Data Backup and Recovery account 70869, the backups will include official records for engineering that are in electronic format. The specific backups we are after should be marked TORORA02, SWITORDM02 and SWITORWT03, which indicates they are Documentum server backups. The engineering modeling files would be on tapes marked "TORDFS01". Without that amount of detail on the inventory list it is difficult to identify exact bins they would be in.

Best regards,
Norm Meadows
Technip USA Records Manager
Technip Stone & Webster Process Technology Center Lead, Document Management

Technip - 1430 Enclave Parkway - Houston, Texas - USA - www.technip.com
Tel (Direct): +01 713-575-6490 - Switchboard: +01 281-368-4000 - Mobile: +01 281-795-6959

From: PCS <PCS@ironmountain.com>
To: "NMeadows@technip.com" <NMeadows@technip.com>,
Cc: "White, Alex" <Alex.White@ironmountain.com>, "David.Sieradzki@duffandphelps.com" <David.Sieradzki@duffandphelps.com>, "Bryant, Jay" <Jay.Bryant@ironmountain.com>, "Allen, Kevin" <Kevin.Allen@ironmountain.com>, PCS <PCS@ironmountain.com>, Clayton Gollnick <CGollnick@technip.com>, "Greene, Pearl" <Pearl.Greene@cbl.com>, "Hamilton, Regina N" <regina.hamilton@cbl.com>
Date: 03/19/2013 11:55 AM
Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hello Norm,

Thank you for your message. I didn't see totals below for EANDC, so I gathered the following information from the

attached spreadsheet for EANDC:

- I counted 6683 boxes for Technip from EANDC. Please confirm.

You have two sets of totals in your email below for ECCAN:

Account ECCAN

Result:

128 CB&I Boxes

153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department

ACC

PRO

OPS

Technip to Receive Remainder

US Account ECCAN

Result:

6960 CB&I Boxes

6683 Technip Boxes

- I looked at your totals on your ECCAN spreadsheet and totaled 153 boxes for Technip. I think that the second set of totals that you have may be for EANDC? I totaled 6683 boxes for Technip for EANDC. Please confirm.

I counted 1127 boxes from 83562 to Technip which corresponds to your totals for 83562.

I counted 3490 boxes from 82737 to Technip which also corresponds to your totals.

When I provided inventory reports to you for ECCAN, 82737 and 83562, I included non-live (permanently withdrawn and/or destroyed) inventory in these reports so that when it came time to move inventory to your new account, record of these boxes would be transferred to your new account just for tracking purposes. It appears that Pearl Greene also provided an inventory report for EANDC which included live inventory. Please note that you will not be charged for any *non-live* inventory under your new account, but the non-live inventory that you identified will be transferred for reference purposes. With that said, I calculated the totals of *live* inventory which you are requesting to transfer to your new account and it came out to the following:

Customer ID	Cubic Footage	Box Count
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83562	1402.32	1127
ECCAN	155.6	153

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spreadsheet and confirm that it is accurate.

In regards to Data Backup and Recovery Account 70869, unfortunately, I do not have any other information to supplement the report which was provided to you. Are you requesting all of these tapes? Please advise.

We will begin preparing contractual documents for your new account.

Respectfully,

Amanda Mace
Preferred Client Services
Iron Mountain
1000 Campus Drive
Collegeville, PA 19426
Phone: 855-852-2340 x2342
Visit the new www.ironmountain.com



From: Norm Meadows [<mailto:NMeadows@technip.com>]

Sent: Monday, March 18, 2013 3:38 PM

To: PCS

Cc: White, Alex; David.Sieradzki@duffandphelps.com; Bryant, Jay; Allen, Kevin; PCS; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N

Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hi Amanda,

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To aid in understanding I have noted the logic of the spreadsheet filters and resulting counts below.

Account 82737

Result:

2419 CB&I Boxes

3490 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

Finance

Legal

Human Resources
CANEC (Timesheets & Expense Reports)
Nuclear
Power
Power Mechanical
Procurement
Executive
Marketing
KST (Records from various hydro projects)
390803266 (Construction and claims records)
Business Development
ISOBOARD
Quality
ProjectCons
LST (Various KST records - see KST above)
Library
Secondary Filter - Major Description
Project Control Files
Tertiary Filter - Minor Description
Power
Power Management
Power Mgt
Fossil
Hydro *
Steam Power Plant
Technip to Receive Remainder

Account 83562

Result:

234 CB&I Boxes

1227 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

Accounting Canada

Human Resources Canada

Procurement Canada

Technip to Receive Remainder

Account ECCAN

Result:

128 CB&I Boxes

153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department

ACC

PRO

OPS

Technip to Receive Remainder

Account 70869

Result:
21 Containers

Insufficient Information to identify individual bins. Backups are of systems which held Technip related technology.

US Account ECCAN

Result:
6960 CB&I Boxes
6683 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

All except Engineering, Badger, Technology

Secondary Filter - Record Code *does not equal* ISY 1000 or start with PRF (Project Records)

Technip to Receive Remainder

Norm Meadows

Technip USA Records Manager
Technip Stone & Webster Process Technology Center Lead, Document Management

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From: PCS <PCS@ironmountain.com>
To: "NMeadows@technip.com" <NMeadows@technip.com>,
Cc: "David.Sieradzki@duffandphelps.com" <David.Sieradzki@duffandphelps.com>, "Allen, Kevin" <Kevin.Allen@ironmountain.com>, "White, Alex" <Alex.White@ironmountain.com>,
<Alex.White@ironmountain.com>, "Bryant, Jay" <Jay.Bryant@ironmountain.com>, PCS <PCS@ironmountain.com>
Date: 03/12/2013 01:41 PM
Subject: Request Id: '500186348' Shaw Inventory Reports

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Customer ID
82737
83562
ECCAN
70869

Customer Name
THE SHAW GROUP
THE SHAW GROUP
THE SHAW GROUP
SHAW CANADA L.P.

Please note that 70869 is a Data Protection Account; the other accounts are Records Management accounts. Once you have identified inventory which is yours, I will reach out to Shaw to obtain permission to transfer that inventory into your new account. I understand from Pearl Greene that you already have an inventory report for Customer ID EANDC. Please feel free to contact me directly with any questions that you may have. I look forward to working with you.

Kindly,

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[attachment "EANDC Account - Technip.xlsx.xlsx" deleted by Norm Meadows/AMERICA] [attachment "Inventory Report Customer ID 83562-Technip.xls.xls" deleted by Norm Meadows/AMERICA] [attachment "Inventory Report DP Account 70869 containers.xls.xls" deleted by Norm Meadows/AMERICA] [attachment "Inventory Report CustoeMr ID 82737-Technip.xlsx.xlsx" deleted by Norm Meadows/AMERICA] [attachment "Inventory Report Customer ID ECCAN-Technip.xls.xls" deleted by Norm Meadows/AMERICA] [attachment "TECHNIP TOTALS.xlsx" deleted by Norm Meadows/AMERICA]

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affiliates shall be liable for the Message if altered or falsified nor shall they be liable for any damage caused by any virus that might be transmitted with this Message.

Sieradzki, David

From: PCS@ironmountain.com
Sent: Tuesday, March 19, 2013 5:53 PM
To: Sieradzki, David
Cc: NMeadows@technip.com
Subject: RE:Request Id:'500186348' Shaw Inventory Reports



Request 500186348

Nothing will be released until you have granted permission. I apologize that I did not reply to you sooner as I was on a call

Respectfully,

Amanda Mace
Preferred Client Services
610-831-2432

Please visit us at www.ironmountain.com



Did you know for faster service you can access your account through [Iron Mountain Connect™](#)?

From: David.Sieradzki@duffandphelps.com
Sent: 3/19/13 3:03 AM
To: pcs@ironmountain.com
Cc:

Subject: FW: Request Id:'500186348' Shaw Inventory Reports

Amanda, please confirm by return email to me that you WILL NOT BE RELEASING ANYTHING WITHOUT THE TRUSTEE'S APPROVAL, WHICH WE HAVE NOT YET PROVIDED. PLEASE CONFIRM ASAP.

David Sieradzki

From: Norm Meadows [mailto:NMeadows@technip.com]
Sent: Tuesday, March 19, 2013 1:53 PM
To: PCS
Cc: White, Alex; Clayton Gollnick; Sieradzki, David; Bryant, Jay; Allen, Kevin; PCS; Greene, Pearl; Hamilton, Regina N
Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hi Amanda,

I have gone through the Technip Totals spreadsheet that you've consolidated. It appears to be in order.

On the Data Backup and Recovery account 70869, the backups will include official records for engineering that are in electronic format. The specific backups we are after should be marked TORORA02, SWITORDM02 and SWITORWT03, which indicates they are Documentum server backups. The engineering modeling files would be on tapes marked "TORDFS01". Without that amount of detail on the inventory list it is difficult to identify exact bins they would be in.

Best regards,

Norm Meadows

Technip USA Records Manager

Technip Stone & Webster Process Technology Center Lead, Document Management

Technip - 1430 Enclave Parkway - Houston, Texas - USA - www.technip.com

Tel (Direct): +01 713-575-6490 - Switchboard: +01 281-368-4000 - Mobile: +01 281-795-6959

From: PCS <PCS@ironmountain.com>
To: "NMEadows@technip.com" <NMEadows@technip.com>,
Cc: "White, Alex" <Alex.White@ironmountain.com>, "David.Sieradzki@duffandphelps.com" <David.Sieradzki@duffandphelps.com>, "Bryant, Jay" <Jay.Bryant@ironmountain.com>, "Allen, Kevin" <Kevin.Allen@ironmountain.com>, PCS <PCS@ironmountain.com>, Clayton Gollnick <CGollnick@technip.com>
"Greene, Pearl" <Pearl.Greene@cbi.com>, "Hamilton, Regina N" <regina.hamilton@cbi.com>
Date: 03/19/2013 11:55 AM
Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hello Norm,

Thank you for your message. I didn't see totals below for EANDC, so I gathered the following information from the attached spreadsheet for EANDC:

- I counted 6683 boxes for Technip from EANDC. Please confirm.

You have two sets of totals in your email below for ECCAN:

Account ECCAN

Result:

128 CB&I Boxes

153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department

ACC

PRO

OPS

Technip to Receive Remainder

US Account ECCAN

Result:

6960 CB&I Boxes

6683 Technip Boxes

- I looked at your totals on your ECCAN spreadsheet and totaled 153 boxes for Technip. I think that the second set of totals that you have may be for EANDC? I totaled 6683 boxes for Technip for EANDC. Please confirm.

I counted 1127 boxes from 83562 to Technip which corresponds to your totals for 83562.

I counted 3490 boxes from 82737 to Technip which also corresponds to your totals.

When I provided inventory reports to you for ECCAN, 82737 and 83562, I included non-live (permanently withdrawn and/or destroyed) inventory in these reports so that when it came time to move inventory to your new account, record of these boxes would be transferred to your new account just for tracking purposes. It appears that Pearl Greene also provided an inventory report for EANDC which included live inventory. Please note that you will not be charged for any *non-live* inventory under your new account, but the non-live inventory that you identified will be transferred for reference purposes. With that said, I calculated the totals of *live* inventory which you are requesting to transfer to your new account and it came out to the following:

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EANDC	9901.9	6667
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83562	1402.32	1127
ECCAN	155.6	153

I consolidated all reports onto one spreadsheet "Technip Totals" just to make things easier to review. Please review this spreadsheet and confirm that it is accurate.

In regards to Data Backup and Recovery Account 70869, unfortunately, I do not have any other information to supplement the report which was provided to you. Are you requesting all of these tapes? Please advise.

We will begin preparing contractual documents for your new account.

Respectfully,

Amanda Mace
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Phone: 855-852-2340 x2342
Visit the new www.ironmountain.com



From: Norm Meadows [<mailto:NMeadows@technip.com>]

Sent: Monday, March 18, 2013 3:38 PM

To: PCS

Cc: White, Alex; David.Sieradzki@duffandphelps.com; Bryant, Jay; Allen, Kevin; PCS; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N

Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hi Amanda,

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To aid in understanding I have noted the logic of the spreadsheet filters and resulting counts below.

Account 82737

Result:

2419 CB&I Boxes

3490 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

Finance

Legal

Human Resources

CANEC (Timesheets & Expense Reports)

Nuclear

Power

Power Mechanical

Procurement

Executive

Marketing

KST (Records from various hydro projects)

390803266 (Construction and claims records)

Business Development

ISOBOARD

Quality

ProjectCons

LST (Various KST records - see KST above)

Library

Secondary Filter - Major Description

Project Control Files

Tertiary Filter - Minor Description

Power

Power Management

Power Mgt

Fossil

Hydro *

Steam Power Plant

Technip to Receive Remainder

Account 83562

Result:

234 CB&I Boxes

1227 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

Accounting Canada

Human Resources Canada

Procurement Canada

Technip to Receive Remainder

Account ECCAN

Result:

128 CB&I Boxes

153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department

ACC

PRO

OPS

Technip to Receive Remainder

Account 70869

Result:

21 Containers

Insufficient Information to identify individual bins. Backups are of systems which held Technip related technology.

US Account ECCAN

Result:

6960 CB&I Boxes

6683 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

All *except* Engineering, Badger, Technology

Secondary Filter - Record Code *does not equal* ISY 1000 or start with PRF (Project Records)

Technip to Receive Remainder

Norm Meadows

Technip USA Records Manager

Technip Stone & Webster Process Technology Center Lead, Document Management

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To: "NMeadows@technip.com" <NMeadows@technip.com>,
Cc: "David.Sieradzki@duffandphelps.com" <David.Sieradzki@duffandphelps.com>, "Allen, Kevin" <Kevin.Allen@ironmountain.com>, "White, Alex" <Alex.White@ironmountain.com>, "Bryant, Jay" <Jay.Bryant@ironmountain.com>, PCS <PCS@ironmountain.com>
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Good Day

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Customer ID	Customer Name
82737	THE SHAW GROUP
83562	THE SHAW GROUP
ECCAN	THE SHAW GROUP
70869	SHAW CANADA L.P.

Please note that 70869 is a Data Protection Account; the other accounts are Records Management accounts. Once you have identified inventory which is yours, I will reach out to Shaw to obtain permission to transfer that inventory into your new account. I understand from Pearl Greene that you already have an inventory report for Customer ID EANDC. Please feel free to contact me directly with any questions that you may have. I look forward to working with you.

Kindly,

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[attachment "EANDC Account - Technip.xlsx.xlsx" deleted by Norm Meadows/AMERICA] [attachment "Inventory Report Customer ID 83562-Technip.xls.xls" deleted by Norm Meadows/AMERICA] [attachment "Inventory Report DP Account 70869 containers.xls.xls" deleted by Norm Meadows/AMERICA] [attachment "Inventory Report CustoeMr ID 82737-Technip.xlsx.xlsx" deleted by Norm Meadows/AMERICA] [attachment "Inventory Report Customer ID ECCAN-Technip.xls.xls" deleted by Norm Meadows/AMERICA] [attachment "TECHNIP TOTALS.xlsx" deleted by Norm Meadows/AMERICA]

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Sieradzki, David

From: Sieradzki, David
Sent: Tuesday, March 19, 2013 5:01 PM
To: Clayton Gollnick
Subject: RE: Request Id:'500186348' Shaw Inventory Reports

I think we should start with a call with David Bish of Torgs so that we are clear on what is required, etc. Unless you have another suggestion as a starting point?

David Sieradzki

From: Clayton Gollnick [mailto:CGollnick@technip.com]
Sent: Tuesday, March 19, 2013 3:28 PM
To: Sieradzki, David
Subject: RE: Request Id:'500186348' Shaw Inventory Reports

David,

Will a telephone conference resolve any transfer issues?

Clayton R. Gollnick
Senior Legal Counsel

Technip Stone & Webster Process Technology - 1430 Enclave Parkway 77077 - Houston, Texas - www.technip.com
Tel (Direct): 281-848-5118 - (Cell): 281-435-7415 - Fax: 713-575-6662

From: "Sieradzki, David" <David.Sieradzki@duffandphelps.com>
To: PCS <PCS@ironmountain.com>, "NMeadows@technip.com" <NMeadows@technip.com>,
Cc: "White, Alex" <Alex.White@ironmountain.com>, "Bryant, Jay" <Jay.Bryant@ironmountain.com>, "Allen, Kevin" <Kevin.Allen@ironmountain.com>, Clayton Gollnick <CGollnick@technip.com>, "Greene, Pearl" <Pearl.Greene@cbl.com>, "Hamilton, Regina N" <regina.hamilton@cbl.com>
Date: 03/19/2013 01:48 PM
Subject: RE: Request Id:'500186348' Shaw Inventory Reports

Amanda, as noted previously, we will need to speak with Technip before any of the books/records/etc. in your possession are transferred. Thanks.

David Sieradzki

From: PCS [mailto:PCS@ironmountain.com]
Sent: Tuesday, March 19, 2013 12:53 PM
To: NMeadows@technip.com
Cc: White, Alex; Sieradzki, David; Bryant, Jay; Allen, Kevin; PCS; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N
Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hello Norm,

Thank you for your message. I didn't see totals below for EANDC, so I gathered the following information from the attached spreadsheet for EANDC:

- I counted 6683 boxes for Technip from EANDC. Please confirm.

You have two sets of totals in your email below for ECCAN:

Account ECCAN

Result:

128 CB&I Boxes

153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department

ACC

PRO

OPS

Technip to Receive Remainder

US Account ECCAN

Result:

6960 CB&I Boxes

6683 Technip Boxes

- I looked at your totals on your ECCAN spreadsheet and totaled 153 boxes for Technip. I think that the second set of totals that you have may be for EANDC? I totaled 6683 boxes for Technip for EANDC. Please confirm.

I counted 1127 boxes from 83562 to Technip which corresponds to your totals for 83562.

I counted 3490 boxes from 82737 to Technip which also corresponds to your totals.

When I provided inventory reports to you for ECCAN, 82737 and 83562, I included non-live (permanently withdrawn and/or destroyed) inventory in these reports so that when it came time to move inventory to your new account, record of these boxes would be transferred to your new account just for tracking purposes. It appears that Pearl Greene also provided an inventory report for EANDC which included live inventory. Please note that you will not be charged for any *non-live* inventory under your new account, but the non-live inventory that you identified will be transferred for reference purposes. With that said, I calculated the totals of *live* inventory which you are requesting to transfer to your new account and it came out to the following:

Customer ID	Cubic Footage	Box Count
EANDC	9901.9	6667
82737	3430.53	2341
83562	1402.32	1127
ECCAN	155.6	153

I consolidated all reports onto one spreadsheet "Technip Totals" just to make things easier to review. Please review this spreadsheet and confirm that it is accurate.

In regards to Data Backup and Recovery Account 70869, unfortunately, I do not have any other information to supplement the report which was provided to you. Are you requesting all of these tapes? Please advise.

We will begin preparing contractual documents for your new account.

Respectfully,

Amanda Mace
Preferred Client Services
Iron Mountain
1000 Campus Drive
Collegeville, PA 19426
Phone: 855-852-2340 x2342
Visit the new www.ironmountain.com



From: Norm Meadows [<mailto:NMeadows@technip.com>]

Sent: Monday, March 18, 2013 3:38 PM

To: PCS

Cc: White, Alex; David.Sieradzki@duffandphelps.com; Bryant, Jay; Allen, Kevin; PCS; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N

Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hi Amanda,

This email pertains to both the US account and the Canada accounts. The spreadsheets attached are markups of those spreadsheets received from Iron Mountain. On each spreadsheet I have highlighted, in yellow, those boxes that the data indicates belong to CB&I. The unhighlighted items are those boxes/bins Technip is requesting and which are relevant to technology purchased.

To aid in understanding I have noted the logic of the spreadsheet filters and resulting counts below.

Account 82737

Result:

2419 CB&I Boxes

3490 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name
Finance
Legal
Human Resources
CANEC (Timesheets & Expense Reports)
Nuclear
Power
Power Mechanical
Procurement
Executive
Marketing
KST (Records from various hydro projects)
390803266 (Construction and claims records)
Business Development
ISOBOARD
Quality
ProjectCons
LST (Various KST records - see KST above)
Library
Secondary Filter - Major Description
Project Control Files
Tertiary Filter - Minor Description
Power
Power Management
Power Mgt
Fossil
Hydro *
Steam Power Plant
Technip to Receive Remainder

Account 83562

Result:
234 CB&I Boxes
1227 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name
Accounting Canada
Human Resources Canada
Procurement Canada

Technip to Receive Remainder

Account ECCAN

Result:
128 CB&I Boxes
153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department
ACC
PRO
OPS

Technip to Receive Remainder

Account 70869

Result:

21 Containers

Insufficient Information to identify individual bins. Backups are of systems which held Technip related technology.

US Account ECCAN

Result:

6960 CB&I Boxes

6683 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

All *except* Engineering, Badger, Technology

Secondary Filter - Record Code *does not equal* ISY 1000 or start with PRF (Project Records)

Technip to Receive Remainder

Norm Meadows

Technip USA Records Manager

Technip Stone & Webster Process Technology Center Lead, Document Management

Technip - 1430 Enclave Parkway - Houston, Texas - USA - www.technip.com

Tel (Direct): +01 713-575-6490 - Switchboard: +01 281-368-4000 - Mobile: +01 281-795-6959

From: PCS <PCS@ironmountain.com>

To: "NMeadows@technip.com" <NMeadows@technip.com>,

Cc: "David.Sieradzki@duffandphelps.com" <David.Sieradzki@duffandphelps.com>, "Allen, Kevin" <Kevin.Allen@ironmountain.com>, "White, Alex" <Alex.White@ironmountain.com>, "Bryant, Jay" <Jay.Bryant@ironmountain.com>, PCS <PCS@ironmountain.com>

Date: 03/12/2013 01:41 PM

Subject: Request Id: '500186348' Shaw Inventory Reports

Good Day

I have obtained formal permission from Shaw's Legal Team to release the attached inventory reports for the following Shaw accounts to you (Technip) for review:

Customer ID

82737

83562

ECCAN

70869

Customer Name

THE SHAW GROUP

THE SHAW GROUP

THE SHAW GROUP

SHAW CANADA L.P.

Please note that 70869 is a Data Protection Account; the other accounts are Records Management accounts. Once you have identified inventory which is yours, I will reach out to Shaw to obtain permission to transfer that inventory into your new account. I understand from Pearl Greene that you already have an inventory report for Customer ID EANDC. Please feel free to contact me directly with any questions that you may have. I look forward to working with you.

Kindly,

Amanda Mace
Preferred Client Services
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1000 Campus Drive
Collegeville, PA 19426
Phone: 855-852-2340 x2342
Visit the new www.ironmountain.com



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Sieradzki, David

From: Sieradzki, David
Sent: Wednesday, March 20, 2013 8:34 AM
To: Clayton Gollnick
Subject: RE: Request Id:'500186348' Shaw Inventory Reports

Yes. For clarity, Shaw Canada does not occupy any offices any longer. All books and records are either at Iron Mountain or at another offsite storage facility.

David Sieradzki

From: Clayton Gollnick [mailto:CGollnick@technip.com]
Sent: Tuesday, March 19, 2013 6:26 PM
To: Sieradzki, David
Subject: Re: Request Id:'500186348' Shaw Inventory Reports

That's fine. Is this discussion intended to cover Iron Mountain as well as records retrieved from the offices?

From: "Sieradzki, David" [David.Sieradzki@duffandphelps.com]
Sent: 03/19/2013 05:00 PM AST
To: Clayton Gollnick
Subject: RE: Request Id:'500186348' Shaw Inventory Reports

I think we should start with a call with David Bish of Torys so that we are clear on what is required, etc. Unless you have another suggestion as a starting point?

David Sieradzki

From: Clayton Gollnick [mailto:CGollnick@technip.com]
Sent: Tuesday, March 19, 2013 3:28 PM
To: Sieradzki, David
Subject: RE: Request Id:'500186348' Shaw Inventory Reports

David,

Will a telephone conference resolve any transfer issues?

Clayton R. Gollnick
Senior Legal Counsel

Technip Stone & Webster Process Technology - 1430 Enclave Parkway 77077 - Houston, Texas - www.technip.com
Tel (Direct): 281-848-5118 - (Cell): 281-435-7415 - Fax: 713-575-6662

From: "Sieradzki, David" <David.Sieradzki@duffandphelps.com>
To: PCS <PCS@ironmountain.com>, "NMeadows@technip.com" <NMeadows@technip.com>,
Cc: "White, Alex" <Alex.White@ironmountain.com>, "Bryant, Jay" <Jay.Bryant@ironmountain.com>, "Allen, Kevin" <Kevin.Allen@ironmountain.com>, Clayton Gollnick <CGollnick@technip.com>, "Greene, Pearl" <Pearl.Greene@cbi.com>, "Hamilton, Regina N" <regina.hamilton@cbi.com>
Date: 03/19/2013 01:48 PM
Subject: RE: Request Id:'500186348' Shaw Inventory Reports

Amanda, as noted previously, we will need to speak with Technip before any of the books/records/etc. in your possession are transferred. Thanks.

David Sieradzki

From: PCS [<mailto:PCS@ironmountain.com>]
Sent: Tuesday, March 19, 2013 12:53 PM
To: NMeadows@technip.com
Cc: White, Alex; Sieradzki, David; Bryant, Jay; Allen, Kevin; PCS; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N
Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hello Norm,

Thank you for your message. I didn't see totals below for EANDC, so I gathered the following information from the attached spreadsheet for EANDC:

- I counted 6683 boxes for Technip from EANDC. Please confirm.

You have two sets of totals in your email below for ECCAN:

Account ECCAN
Result:
128 CB&I Boxes
153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)
Primary Filter - Department
ACC
PRO
OPS

Technip to Receive Remainder

US Account ECCAN
Result:
6960 CB&I Boxes
6683 Technip Boxes

- I looked at your totals on your ECCAN spreadsheet and totaled 153 boxes for Technip. I think that the second set of totals that you have may be for EANDC? I totaled 6683 boxes for Technip for EANDC. Please confirm.

I counted 1127 boxes from 83562 to Technip which corresponds to your totals for 83562.

I counted 3490 boxes from 82737 to Technip which also corresponds to your totals.

When I provided inventory reports to you for ECCAN, 82737 and 83562, I included non-live (permanently withdrawn and/or destroyed) inventory in these reports so that when it came time to move inventory to your new account, record of these boxes would be transferred to your new account just for tracking purposes. It appears that Pearl Greene also provided an inventory report for EANDC which included live inventory. Please note that you will not be charged for any *non-live* inventory under your new account, but the non-live inventory that you identified will be transferred for reference purposes. With that said, I calculated the totals of *live* inventory which you are requesting to transfer to your new account and it came out to the following:

Customer ID	Cubic Footage	Box Count
EANDC	9901.9	6667
82737	3430.53	2341
83562	1402.32	1127
ECCAN	155.6	153

I consolidated all reports onto one spreadsheet "Technip Totals" just to make things easier to review. Please review this spreadsheet and confirm that it is accurate.

In regards to Data Backup and Recovery Account 70869, unfortunately, I do not have any other information to supplement the report which was provided to you. Are you requesting all of these tapes? Please advise.

We will begin preparing contractual documents for your new account.

Respectfully,

Amanda Mace
Preferred Client Services
Iron Mountain
1000 Campus Drive
Collegeville, PA 19426
Phone: 855-852-2340 x2342
Visit the new www.ironmountain.com



From: Norm Meadows [<mailto:NMeadows@technip.com>]

Sent: Monday, March 18, 2013 3:38 PM

To: PCS

Cc: White, Alex; David.Sieradzki@duffandphelps.com; Bryant, Jay; Allen, Kevin; PCS; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N

Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hi Amanda,

This email pertains to both the US account and the Canada accounts. The spreadsheets attached are markups of those spreadsheets received from Iron Mountain. On each spreadsheet I have highlighted, in yellow, those boxes that the data indicates belong to CB&I. The unhighlighted items are those boxes/bins Technip is requesting and which are relevant to technology purchased.

To aid in understanding I have noted the logic of the spreadsheet filters and resulting counts below.

Account 82737

Result:

2419 CB&I Boxes

3490 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

Finance

Legal

Human Resources

CANEC (Timesheets & Expense Reports)

Nuclear

Power

Power Mechanical

Procurement

Executive

Marketing

KST (Records from various hydro projects)

390803266 (Construction and claims records)

Business Development

ISOBOARD

Quality

ProjectCons

LST (Various KST records - see KST above)

Library

Secondary Filter - Major Description

Project Control Files

Tertiary Filter - Minor Description

Power

Power Management

Power Mgt

Fossil

Hydro *

Steam Power Plant

Technip to Receive Remainder

Account 83562

Result:

234 CB&I Boxes

1227 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

Accounting Canada

Human Resources Canada

Procurement Canada

Technip to Receive Remainder

Account ECCAN

Result:

128 CB&I Boxes

153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department

ACC

PRO

OPS

Technip to Receive Remainder

Account 70869

Result:

21 Containers

Insufficient Information to identify individual bins. Backups are of systems which held Technip related technology.

US Account ECCAN

Result:

6960 CB&I Boxes

6683 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

All *except* Engineering, Badger, TechnologySecondary Filter - Record Code *does not equal* ISY 1000 or start with PRF (Project Records)

Technip to Receive Remainder

Norm Meadows

Technip USA Records Manager

Technip Stone & Webster Process Technology Center Lead, Document Management

Technip - 1430 Enclave Parkway - Houston, Texas - USA - www.technip.com
Tel (Direct): +01 713-575-6490 - Switchboard: +01 281-368-4000 - Mobile: +01 281-795-6959

From: PCS <PCS@ironmountain.com>
To: "NMeadows@technip.com" <NMeadows@technip.com>,
Cc: "David.Sieradzki@duffandphelps.com" <David.Sieradzki@duffandphelps.com>, "Allen, Kevin" <Kevin.Allen@ironmountain.com>, "White, Alex" <Alex.White@ironmountain.com>, "Bryant, Jay" <Jay.Bryant@ironmountain.com>, PCS <PCS@ironmountain.com>
Date: 03/12/2013 01:41 PM
Subject: Request Id: 500186348 Shaw Inventory Reports

Good Day

I have obtained formal permission from Shaw's Legal Team to release the attached inventory reports for the following Shaw accounts to you (Technip) for review:

Customer ID	Customer Name
82737	THE SHAW GROUP
83562	THE SHAW GROUP
ECCAN	THE SHAW GROUP
70869	SHAW CANADA L.P.

Please note that 70869 is a Data Protection Account; the other accounts are Records Management accounts. Once you have identified inventory which is yours, I will reach out to Shaw to obtain permission to transfer that inventory into your new account. I understand from Pearl Greene that you already have an inventory report for Customer ID EANDC. Please feel free to contact me directly with any questions that you may have. I look forward to working with you.

Kindly,

Amanda Mace
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Collegeville, PA 19426
Phone: 855-852-2340 x2342
Visit the new www.ironmountain.com



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Sieradzki, David

From: Clayton Gollnick <CGollnick@technip.com>
Sent: Wednesday, June 05, 2013 9:02 AM
To: Sieradzki, David
Subject: RE: Request Id:'500186348' Shaw Inventory Reports

David,

Please advise the status of the Shaw Canada files required by Technip, now that the case has settled. You had previously indicated that a phone call might suffice. We would like to move forward with the transfer of project files to Technip.

Best,

Clayton

Clayton R. Gollnick
Senior Legal Counsel

Technip Stone & Webster Process Technology - 1430 Enclave Parkway 77077 - Houston, Texas - www.technip.com
Tel (Direct): 281-848-5118 - (Cell): 281-435-7415 - Fax: 713-575-6662

From: Clayton Gollnick/AMERICA
To: "Sieradzki, David" <David.Sieradzki@duffandphelps.com>
Date: 03/19/2013 02:28 PM
Subject: RE: Request Id:'500186348' Shaw Inventory Reports

David,

Will a telephone conference resolve any transfer issues?

Clayton R. Gollnick
Senior Legal Counsel

Technip Stone & Webster Process Technology - 1430 Enclave Parkway 77077 - Houston, Texas - www.technip.com
Tel (Direct): 281-848-5118 - (Cell): 281-435-7415 - Fax: 713-575-6662

From: "Sieradzki, David" <David.Sieradzki@duffandphelps.com>
To: PCS <PCS@ironmountain.com>, "NMeadows@technip.com" <NMeadows@technip.com>,
Cc: "White, Alex" <Alex.White@ironmountain.com>, "Bryant, Jay" <Jay.Bryant@ironmountain.com>, "Allen, Kevin" <Kevin.Allen@ironmountain.com>, Clayton Gollnick <CGollnick@technip.com>, "Greene, Pearl" <Pearl.Greene@cbi.com>, "Hamilton, Regina N" <regina.hamilton@cbi.com>
Date: 03/19/2013 01:48 PM
Subject: RE: Request Id:'500186348' Shaw Inventory Reports

Amanda, as noted previously, we will need to speak with Technip before any of the books/records/etc. in your possession are transferred. Thanks.

David Sieradzki

From: PCS [<mailto:PCS@ironmountain.com>]

Sent: Tuesday, March 19, 2013 12:53 PM

To: NMEadows@technip.com

Cc: White, Alex; Sieradzki, David; Bryant, Jay; Allen, Kevin; PCS; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N

Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hello Norm,

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- I counted 6683 boxes for Technip from EANDC. Please confirm.

You have two sets of totals in your email below for ECCAN:

Account ECCAN

Result:

128 CB&I Boxes

153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department

ACC

PRO

OPS

Technip to Receive Remainder

US Account ECCAN

Result:

6960 CB&I Boxes

6683 Technip Boxes

- I looked at your totals on your ECCAN spreadsheet and totaled 153 boxes for Technip. I think that the second set of totals that you have may be for EANDC? I totaled 6683 boxes for Technip for EANDC. Please confirm.

I counted 1127 boxes from 83562 to Technip which corresponds to your totals for 83562.

I counted 3490 boxes from 82737 to Technip which also corresponds to your totals.

When I provided inventory reports to you for ECCAN, 82737 and 83562, I included non-live (permanently withdrawn and/or destroyed) inventory in these reports so that when it came time to move inventory to your new account, record of these boxes would be transferred to your new account just for tracking purposes. It appears that Pearl Greene also provided an inventory report for EANDC which included live inventory. Please note that you will not be charged for any *non-live* inventory under your new account, but the non-live inventory that you identified will be transferred for reference purposes. With that said, I calculated the totals of *live* inventory which you are requesting to transfer to your new account

and it came out to the following:

Customer ID	Cubic Footage	Box Count
EANDC	9901.9	6667
82737	3430.53	2341
83562	1402.32	1127
ECCAN	155.6	153

I consolidated all reports onto one spreadsheet "Technip Totals" just to make things easier to review. Please review this spreadsheet and confirm that it is accurate.

In regards to Data Backup and Recovery Account 70869, unfortunately, I do not have any other information to supplement the report which was provided to you. Are you requesting all of these tapes? Please advise.

We will begin preparing contractual documents for your new account.

Respectfully,

Amanda Mace
Preferred Client Services
Iron Mountain
1000 Campus Drive
Collegeville, PA 19426
Phone: 855-852-2340 x2342
Visit the new www.ironmountain.com



From: Norm Meadows [<mailto:NMeadows@technip.com>]

Sent: Monday, March 18, 2013 3:38 PM

To: PCS

Cc: White, Alex; David.Sieradzki@duffandphelps.com; Bryant, Jay; Allen, Kevin; PCS; Clayton Gollnick; Greene, Pearl; Hamilton, Regina N

Subject: Re: Request Id:'500186348' Shaw Inventory Reports

Hi Amanda,

This email pertains to both the US account and the Canada accounts. The spreadsheets attached are markups of those spreadsheets received from Iron Mountain. On each spreadsheet I have highlighted, in yellow, those boxes that the data indicates belong to CB&I. The unhighlighted items are those boxes/bins Technip is requesting and which are relevant to technology purchased.

To aid in understanding I have noted the logic of the spreadsheet filters and resulting counts below.

Account 82737

Result:

2419 CB&I Boxes

3490 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

Finance

Legal

Human Resources

CANEC (Timesheets & Expense Reports)

Nuclear

Power

Power Mechanical

Procurement

Executive

Marketing

KST (Records from various hydro projects)

390803266 (Construction and claims records)

Business Development

ISOBOARD

Quality

ProjectCons

LST (Various KST records - see KST above)

Library

Secondary Filter - Major Description

Project Control Files

Tertiary Filter - Minor Description

Power

Power Management

Power Mgt

Fossil

Hydro *

Steam Power Plant

Technip to Receive Remainder

Account 83562

Result:

234 CB&I Boxes

1227 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

Accounting Canada

Human Resources Canada

Procurement Canada

Technip to Receive Remainder

Account ECCAN

Result:

128 CB&I Boxes

153 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department

ACC

PRO

OPS

Technip to Receive Remainder

Account 70869

Result:

21 Containers

Insufficient Information to identify individual bins. Backups are of systems which held Technip related technology.

US Account ECCAN

Result:

6960 CB&I Boxes

6683 Technip Boxes

CB&I to Keep (Yellow Highlighted on Spreadsheet)

Primary Filter - Department Name

All *except* Engineering, Badger, TechnologySecondary Filter - Record Code *does not equal* ISY 1000 or start with PRF (Project Records)

Technip to Receive Remainder

Norm Meadows

Technip USA Records Manager

Technip Stone & Webster Process Technology Center Lead, Document Management

Technip - 1430 Enclave Parkway - Houston, Texas - USA - www.technip.com

Tel (Direct): +01 713-575-6490 - Switchboard: +01 281-368-4000 - Mobile: +01 281-795-6959

From: PCS <PCS@ironmountain.com>To: "NMeadows@technip.com" <NMeadows@technip.com>.Cc: "David.Sieradzki@duffandphelps.com" <David.Sieradzki@duffandphelps.com>, "Allen, Kevin" <Kevin.Allen@ironmountain.com>, "White, Alex" <Alex.White@ironmountain.com>, "Bryant, Jay" <Jay.Bryant@ironmountain.com>, PCS <PCS@ironmountain.com>

Date: 03/12/2013 01:41 PM

Subject: Request Id:'500186348' Shaw Inventory Reports

Good Day

I have obtained formal permission from Shaw's Legal Team to release the attached inventory reports for the following Shaw accounts to you (Technip) for review:

Customer ID	Customer Name
82737	THE SHAW GROUP
83562	THE SHAW GROUP
ECCAN	THE SHAW GROUP
70869	SHAW CANADA L.P.

Please note that 70869 is a Data Protection Account; the other accounts are Records Management accounts. Once you have identified inventory which is yours, I will reach out to Shaw to obtain permission to transfer that inventory into your new account. I understand from Pearl Greene that you already have an inventory report for Customer ID EANDC. Please feel free to contact me directly with any questions that you may have. I look forward to working with you.

Kindly,

Amanda Mace
Preferred Client Services
Iron Mountain
1000 Campus Drive
Collegeville, PA 19426
Phone: 855-852-2340 x2342
Visit the new www.ironmountain.com



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Bish, David

From: Bish, David
Sent: June-05-13 1:43 PM
To: 'CGollnick@technip.com'
Subject: Shaw Canada

Good afternoon, Clayton.

I'm following up on your email of today's date to David Sieradzki of Duff & Phelps, the Trustee in Bankruptcy of Shaw Canada.

You may recall that we spoke some time ago (on or about February 21, 2013) concerning, among other things, the trustee's potentially turning over certain assets / documentation in its possession to Technip. There are three principal scenarios in which this might occur:

- (i) Technip owns the assets / documents and can establish ownership to the Trustee's satisfaction;
- (ii) Technip doesn't own the assets / documents but has a right to access / use / copy same and can evidence that right to the Trustee's satisfaction (i.e. contractual right); or
- (iii) Technip neither owns nor has a right to access the assets / documents, but wishes to purchase same and is making an offer to do so. If an offer to purchase is made, there is no certainty the Trustee will accept it - it must satisfy itself that the offer represents the best course of action in the circumstances and then deal with getting the necessary approvals.

As I'm sure you will appreciate, the Trustee cannot turn over assets / documents to any party that requests it. It is my understanding that Technip has not indicated to the Trustee which of the three scenarios above is applicable in the present case, nor has Technip provided to the Trustee the requisite evidence under either (i) or (ii) above, nor an offer under (iii) above. In order for the Trustee to consider Technip's request, would you please confirm whether Technip is seeking assets / documentation pursuant to (i), (ii) or (iii) above, and would you please provide the necessarily evidence / documentation. If Technip's request for project files is based on some other theory of entitlement other than (i) to (iii) above, would you kindly clarify the basis of Technip's request. It would also be helpful if you could identify with some precision the project files that you are requesting; it is difficult to identify files simply on the basis of a request for any files having to do with Technip projects or a similar generic description.

I understand that you also referred in your email to a settlement of the case, and I wanted to provide clarification as to the settlement that I believe you are referring to. There are two legal proceedings outstanding with respect to Shaw Canada's U.S. parent and affiliates. In one proceeding, the majority of the employees and a number of pensioners of Shaw Canada collectively retained independent legal counsel and sued Shaw U.S. et al. to recover amounts alleged to be owing to the employees / pensioners. In the second proceeding, the Trustee disallowed a claim made by Shaw U.S. et al. in the bankrupt estates of Shaw Canada, and there was litigation to resolve the disputed claims and alleged rights of set off. These two disputes were settled collectively with Shaw U.S. et al., and the settlement is in process of being documented. Approval of the settlement will then be sought from the court. That settlement resolves only the subject claims but does

not conclude the bankruptcy proceedings. To the knowledge of the Trustee, the settlement reached among the Trustee, the employees / pensioners and Shaw U.S. et al. has no bearing on Technip's request for project files (nor, as a matter of clarification, does the settlement result in the Trustee transferring to any party any project files in the Trustee's possession or control).

I would be pleased to speak with you by telephone to clarify this and to further respond to Technip's request.

Regards.

David Bish
Torys LLP

Tel: 416.865.7353
Fax: 416.865.7380
www.torys.com

Bish, David

From: Bish, David
Sent: October-24-13 10:45 AM
To: 'CGollnick@technip.com'
Cc: Kofman, Bobby (Bobby.Kofman@duffandphelps.com); Sieradzki, David (David.Sieradzki@duffandphelps.com)
Subject: RE: Shaw Canada

Good morning, Clayton.

Further to the email below and our subsequent conversation today, I have spoken to the trustee and I think it would be most expedient to arrange a call at your convenience. Among other things, the trustee can explain how it has stored and inventoried documents in its possession (both physical and electronic), and its ability - and the limitations thereon - to identify Technip-related documentation.

Is there a time that is convenient for you?

Regards.

David Bish
Torys LLP

Tel: 416.865.7353
Fax: 416.865.7380
www.torys.com

From: Bish, David
Sent: June-05-13 1:43 PM
To: 'CGollnick@technip.com'
Subject: Shaw Canada

Good afternoon, Clayton.

I'm following up on your email of today's date to David Sieradzki of Duff & Phelps, the Trustee in Bankruptcy of Shaw Canada.

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- (ii) Technip doesn't own the assets / documents but has a right to access / use / copy same and can evidence that right to the Trustee's satisfaction (i.e. contractual right); or
- (iii) Technip neither owns nor has a right to access the assets / documents, but wishes to purchase same and is making an offer to do so. If an offer to purchase is made, there is no certainty the

Trustee will accept it - it must satisfy itself that the offer represents the best course of action in the circumstances and then deal with getting the necessary approvals.

As I'm sure you will appreciate, the Trustee cannot turn over assets / documents to any party that requests it. It is my understanding that Technip has not indicated to the Trustee which of the three scenarios above is applicable in the present case, nor has Technip provided to the Trustee the requisite evidence under either (i) or (ii) above, nor an offer under (iii) above. In order for the Trustee to consider Technip's request, would you please confirm whether Technip is seeking assets / documentation pursuant to (i), (ii) or (iii) above, and would you please provide the necessarily evidence / documentation. If Technip's request for project files is based on some other theory of entitlement other than (i) to (iii) above, would you kindly clarify the basis of Technip's request. It would also be helpful if you could identify with some precision the project files that you are requesting; it is difficult to identify files simply on the basis of a request for any files having to do with Technip projects or a similar generic description.

I understand that you also referred in your email to a settlement of the case, and I wanted to provide clarification as to the settlement that I believe you are referring to. There are two legal proceedings outstanding with respect to Shaw Canada's U.S. parent and affiliates. In one proceeding, the majority of the employees and a number of pensioners of Shaw Canada collectively retained independent legal counsel and sued Shaw U.S. et al. to recover amounts alleged to be owing to the employees / pensioners. In the second proceeding, the Trustee disallowed a claim made by Shaw U.S. et al. in the bankrupt estates of Shaw Canada, and there was litigation to resolve the disputed claims and alleged rights of set off. These two disputes were settled collectively with Shaw U.S. et al., and the settlement is in process of being documented. Approval of the settlement will then be sought from the court. That settlement resolves only the subject claims but does not conclude the bankruptcy proceedings. To the knowledge of the Trustee, the settlement reached among the Trustee, the employees / pensioners and Shaw U.S. et al. has no bearing on Technip's request for project files (nor, as a matter of clarification, does the settlement result in the Trustee transferring to any party any project files in the Trustee's possession or control).

I would be pleased to speak with you by telephone to clarify this and to further respond to Technip's request.

Regards.

David Bish
Torys LLP

Tel: 416.865.7353
Fax: 416.865.7380
www.torys.com

Bish, David

From: Sieradzki, David <David.Sieradzki@duffandphelps.com>
Sent: November-18-13 8:06 AM
To: Clayton Gollnick; Kofman, Bobby
Cc: Bish, David; John Link; Norm Meadows
Subject: RE: Shaw call Wednesday's time

Further to our call last Friday, attached please find the index of records that you had requested.

David

David Sieradzki

From: Clayton Gollnick [mailto:CGollnick@technip.com]
Sent: Tuesday, November 12, 2013 9:47 AM
To: Kofman, Bobby
Cc: Sieradzki, David; Bish, David; John Link; Norm Meadows
Subject: RE: Shaw call Wednesday's time

10 AM Eastern works for the three of us in Houston.

Clayton R. Gollnick
Senior Legal Counsel

Technip Stone & Webster Process Technology – 1430 Enclave Parkway 77077 – Houston, Texas -
www.technip.com
Tel (Direct): 281-848-5118 – (Cell): 281-435-7415 – Fax: 713-575-6662

From: "Kofman, Bobby" <Bobby.Kofman@duffandphelps.com>
To: "Bish, David" <dbish@torys.com>, 'Clayton Gollnick' <CGollnick@technip.com>,

Cc: "Sieradzki, David" <David.Sieradzki@duffandphelps.com>, Norm Meadows
<NMeadows@technip.com>, John Link <JLink@technip.com>
Date: 11/12/2013 08:29 AM
Subject: RE: Shaw call Wednesday's time

How about 10 am Friday morning?

Bobby Kofman
Managing Director, Restructuring

T +1 416 932 6228
M +1 647 282 6228

Duff & Phelps Canada Restructuring Inc.
333 Bay Street
14th Floor
Toronto, Ontario, M5H 2R2

bobby.kofman@duffandphelps.com
www.duffandphelps.com

From: Bish, David [<mailto:dbish@torys.com>]
Sent: Tuesday, November 12, 2013 9:19 AM
To: 'Clayton Gollnick'
Cc: Kofman, Bobby; Sieradzki, David; Norm Meadows; John Link
Subject: RE: Shaw call Wednesday's time

I'm in California Friday but will make myself available if there is a time that works for David and Bobby that day.

David Bish
Torys LLP

Tel: 416.865.7353
Fax: 416.865.7380
www.torys.com

From: Clayton Gollnick [<mailto:CGollnick@technip.com>]
Sent: November-12-13 9:18 AM
To: Bish, David
Cc: 'Kofman, Bobby'; Sieradzki, David; Norm Meadows; John Link
Subject: RE: Shaw call Wednesday's time

David,

Our emails just crossed. How about a time on Friday? If not, we are looking at next week.

Clayton R. Gollnick
Senior Legal Counsel

Technip Stone & Webster Process Technology – 1430 Enclave Parkway 77077 – Houston, Texas -
www.technip.com
Tel (Direct): 281-848-5118 – (Cell): 281-435-7415 – Fax: 713-575-6662

From: "Bish, David" <dbish@torys.com>
To: "'Kofman, Bobby'" <Bobby.Kofman@duffandphelps.com>, Clayton Gollnick
<CGollnick@technip.com>,
Cc: "Sieradzki, David" <David.Sieradzki@duffandphelps.com>, Norm Meadows
<NMeadows@technip.com>
Date: 11/12/2013 08:15 AM
Subject: RE: Shaw call Wednesday's time

With apologies, I'm in the air starting at 12:45 for the afternoon on Thursday. I'm free prior to that time or in the evening Thursday.

David Bish
Torys LLP

Tel: 416.865.7353
Fax: 416.865.7380
www.torys.com

From: Kofman, Bobby [mailto:Bobby.Kofman@duffandphelps.com]
Sent: November-12-13 5:17 AM
To: Clayton Gollnick
Cc: Sieradzki, David; Bish, David; Norm Meadows
Subject: RE: Shaw call Wednesday's time

I can do anytime Thursday afternoon.

Bobby Kofman

Managing Director, Restructuring

T +1 416 932 6228

M +1 647 282 6228

Duff & Phelps Canada Restructuring Inc.

333 Bay Street

14th Floor

Toronto, Ontario, M5H 2R2

bobby.kofman@duffandphelps.com

www.duffandphelps.com

From: Clayton Gollnick [<mailto:CGollnick@technip.com>]

Sent: Monday, November 11, 2013 5:08 PM

To: Kofman, Bobby

Cc: Sieradzki, David; Bish, David; Norm Meadows

Subject: Re: Shaw call Wednesday's time

If all need to be on the call, we can get the time right -- just need to know when.

Clayton R. Gollnick

Senior Legal Counsel

Technip Stone & Webster Process Technology – 1430 Enclave Parkway 77077 – Houston, Texas -
www.technip.com

Tel (Direct): 281-848-5118 – (Cell): 281-435-7415 – Fax: 713-575-6662

From: "Kofman, Bobby" <Bobby.Kofman@duffandphelps.com>

To: Clayton Gollnick <CGollnick@technip.com>, "Bish, David" <dbish@torys.com>, "Sieradzki, David" <David.Sieradzki@duffandphelps.com>,

Cc: Norm Meadows <NMeadows@technip.com>

Date: 11/11/2013 04:01 PM

Subject: Re: Shaw call Wednesday's time

Sorry. It does not work for me.

Bobby Kofman, Managing Director
Duff & Phelps Canada Restructuring Inc.
bobby.kofman@duffandphelps.com
Office: 416.932.6228
Cell: 647.282.6228

From: Clayton Gollnick
Sent: Monday, November 11, 2013 5:00 PM
To: Bish, David; Kofman, Bobby; Sieradzki, David
Cc: Norm Meadows
Subject: RE: Shaw call Wednesday's time

My invitation sent this afternoon did not reflect the intended 3:30 ET, but rather 2:30 -- I can switch to 3:30 ET if that works for everyone. Please let me know.

Clayton R. Gollnick
Senior Legal Counsel

Technip Stone & Webster Process Technology – 1430 Enclave Parkway 77077 – Houston, Texas -
www.technip.com
Tel (Direct): 281-848-5118 – (Cell): 281-435-7415 – Fax: 713-575-6662

From: "Bish, David" <dbish@torys.com>
To: "Sieradzki, David" <David.Sieradzki@duffandphelps.com>, Clayton Gollnick
<CGollnick@technip.com>,
Cc: "Kofman, Bobby" <Bobby.Kofman@duffandphelps.com>, Norm Meadows
<NMeadows@technip.com>
Date: 11/11/2013 01:56 PM
Subject: RE: Shaw call

And me.

David Bish
Torys LLP

Tel: 416.865.7353
Fax: 416.865.7380
www.torys.com

From: Sieradzki, David [mailto:David.Sieradzki@duffandphelps.com]
Sent: November-11-13 2:53 PM
To: Clayton Gollnick
Cc: Kofman, Bobby; Bish, David; Norm Meadows
Subject: Re: Shaw call

Fine by me.

David Sieradzki
Duff & Phelps Canada Restructuring Inc.
Office - (416) 932-6030
Cell - (416) 428-7211

From: Clayton Gollnick
Sent: Monday, November 11, 2013 1:39 PM
To: Sieradzki, David
Cc: Kofman, Bobby; David Bish; Norm Meadows
Subject: Re: Shaw call

Norm Meadows and I would be available Wednesday at 3:30 ET/2:30 CT. Will that work?

Clayton R. Gollnick
Senior Legal Counsel

Technip Stone & Webster Process Technology – 1430 Enclave Parkway 77077 – Houston, Texas -
www.technip.com
Tel (Direct): 281-848-5118 – (Cell): 281-435-7415 – Fax: 713-575-6662

From: "Sieradzki, David" <David.Sieradzki@duffandphelps.com>
To: Clayton Gollnick/AMERICA <cgollnick@technip.com>,
Cc: David Bish <dbish@torys.com>, "Kofman, Bobby" <Bobby.Kofman@duffandphelps.com>
Date: 11/11/2013 01:09 PM
Subject: Shaw call

Clayton, are you able to reschedule the call to Wednesday? That would work better on our end.

David Sieradzki
Duff & Phelps Canada Restructuring Inc.
Office - (416) 932-6030
Cell - (416) 428-7211

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Attachments:

SHAW RECORDS.xlsx (164763 Bytes)



79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada
P. 416.865.0040 | F. 416.865.7380

David Bish
Tel: 416.865.7353
dbish@torys.com

December 5, 2013

VIA EMAIL

Clayton R. Gollnick
Technip Stone & Webster Process Technology
1430 Enclave Parkway
Houston, Texas 77077

Dear Mr. Gollnick:

Re: Bankruptcies of Shaw Canada L.P., et al. (collectively "Shaw ")

On or about February 21, 2013, you contacted Duff & Phelps Canada Restructuring Inc., the trustee in bankruptcy of Shaw (the "Trustee"), and myself with respect to a claim by Technip Stone & Webster Process Technology ("Technip") that it owns or is otherwise entitled to certain books and records of Shaw in the possession of the Trustee (the "Subject Records"). I indicated that the Trustee has no knowledge of Technip's ownership or entitlement to the Subject Records and cannot surrender the Subject Records without first satisfying itself as to the validity of Technip's claim. Accordingly, I informed you that the Trustee requires:

- (i) satisfactory evidence of ownership of the Subject Records by Technip;
- (ii) satisfactory evidence of a right to access or obtain a copy of the Subject Records, if owned by Shaw; or
- (iii) a satisfactory offer to acquire the Subject Records, to the extent that Technip neither owns nor has a pre-existing right to the Subject Records.

This message has been consistently reiterated, including, for example, in my email to you of June 5, 2013. If Technip acquired an interest in the Subject Records while Shaw was insolvent or within the requisite statutory "look back" periods prior to bankruptcy, the Trustee would have to satisfy itself that such transaction was appropriate.

Since our initial communications in February 2013, there have been long periods of inactivity in which we have not heard from Technip, followed thereafter by Technip again coming forward to assert a claim to the Subject Records. To date, no evidence has been provided by Technip to substantiate its ownership or entitlement to the Subject Records, despite requests for same by the Trustee. We have advised you on several occasions in the course of our recent discussions that the bankruptcy proceedings are nearing conclusion and that the Trustee expects to seek its discharge in the near future. Accordingly, we have encouraged Technip to satisfactorily prove its claim to the Subject Records forthwith.

Most recently, the Trustee and I spoke with you and other representatives of Technip on November 15, 2013. The Trustee agreed on that call to provide to Technip an index of records in order to assist Technip with identifying the Subject Records and with a view to Technip's providing satisfactory evidence of its ownership or entitlement to such Subject Records. The Trustee provided the index of records by email dated November 18, 2013, but has not had a response from Technip.

I confirm that the Trustee has now received settlement funds further to a settlement that has been the principal focus of the bankruptcy proceedings, and that with the settlement complete the Trustee is in a position to proceed to make a distribution to creditors and to thereafter seek its discharge. Once discharged, the Trustee will not be in a position to consider further any claims of Technip to the Subject Records. We encourage Technip to respond forthwith and to provide the necessary evidence to substantiate its claim to the Subject Records.

Yours truly,

per: 
David Bish

cc: Bobby Kofman / David Sieradzki (Duff & Phelps Canada Restructuring Inc.)

Bish, David

From: Clayton Gollnick <CGollnick@technip.com>
Sent: December-19-13 12:20 PM
To: Bish, David
Subject: Shaw Canada Records

David,

Are you available to speak today for a brief call at 4 PM? You, me and CB&I counsel.

Clayton R. Gollnick
Senior Legal Counsel

Technip Stone & Webster Process Technology - 1430 Enclave Parkway 77077 - Houston, Texas - www.technip.com
Tel (Direct): 281-848-5118 - (Cell): 281-435-7415 - Fax: 713-575-6662

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Bish, David

From: Bish, David
Sent: January-30-14 12:10 PM
To: 'Clayton Gollnick'
Cc: Sieradzki, David (David.Sieradzki@duffandphelps.com)
Subject: Shaw Canada - Records

Good afternoon, Clayton.

Further to our ongoing discussions (last visited in mid-December, 2013), I am writing to further advise that we are nearing a completion of the bankruptcy proceedings in respect of Shaw Canada and anticipate preparing for and seeking the discharge of the trustee in the near future. In preparing for its discharge and the completion of the administration of the bankrupt estates of Shaw Canada, the trustee will shortly be making final arrangements with respect to the remaining books and records of Shaw Canada in its possession.

Regards.

David Bish
Torys LLP

Tel: 416.865.7353
Fax: 416.865.7380
www.torys.com

Bish, David

From: Clayton Gollnick <CGollnick@technip.com>
Sent: January-30-14 1:50 PM
To: Bish, David
Cc: Sieradzki, David (David.Sieradzki@duffandpHELPS.com)
Subject: Re: Shaw Canada - Records

David,

Thanks for the update. We will be responding shortly.

Best regards,

Clayton

Clayton R. Gollnick
Senior Legal Counsel

Technip Stone & Webster Process Technology - 1430 Enclave Parkway 77077 - Houston, Texas - www.technip.com
Tel (Direct): 281-848-5118 - (Cell): 281-435-7415 - Fax: 713-575-6662

From: "Bish, David" <dbish@torys.com>
To: 'Clayton Gollnick' <CGollnick@technip.com>.
Cc: "Sieradzki, David (David.Sieradzki@duffandpHELPS.com)" <David.Sieradzki@duffandpHELPS.com>
Date: 01/30/2014 11:11 AM
Subject: Shaw Canada - Records

Good afternoon, Clayton.

Further to our ongoing discussions (last visited in mid-December, 2013), I am writing to further advise that we are nearing a completion of the bankruptcy proceedings in respect of Shaw Canada and anticipate preparing for and seeking the discharge of the trustee in the near future. In preparing for its discharge and the completion of the administration of the bankrupt estates of Shaw Canada, the trustee will shortly be making final arrangements with respect to the remaining books and records of Shaw Canada in its possession.

Regards.

David Bish
Torys LLP

Tel: 416.865.7353
Fax: 416.865.7380
www.torys.com

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Bish, David

From: Clayton Gollnick <CGollnick@technip.com>
Sent: February-13-14 4:09 PM
To: Bish, David
Cc: Samuel Robison; regina.hamilton@cbi.com
Subject: Technip's Claim to Records -- Shaw Canada Bankruptcy
Attachments: TECHNIP_Shaw Purchase Agrmt_CONFIDENTIAL.pdf; TECHNIP_Schedule 1.1(a)_CONFIDENTIAL .pdf; TECHNIP_Schedule 1.1(d)_CONFIDENTIAL.pdf; TECHNIP_Schedule 4.10(a)_CONFIDENTIAL.pdf; SEC Exhibit_Shaw Technip Sale News Release 08312012.pdf; David Bish Letter 02132014.pdf

David,

Please see the attached letter and enclosures referenced in the letter appended to this email.

Best regards,

Clayton

Clayton R. Gollnick
Senior Legal Counsel

Technip Stone & Webster Process Technology - 1430 Enclave Parkway 77077 - Houston, Texas - www.technip.com
Tel (Direct): 281-848-5118 - (Cell): 281-435-7415 - Fax: 713-575-6662

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February 13, 2014

VIA EMAIL

David Bish
Torys LLP
79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada

Re: Shaw Canada Bankruptcy – Technip’s Claim to Records

Dear David:

In response to your letter dated December 5, 2013, and subsequent related communications concerning Technip’s claim to the books and records (including electronically stored data) held by the Trustee which rightfully belong to Technip (the “Records”), Technip requests that the Trustee release the Records to Technip and offers satisfactory evidence of ownership by this letter and its attachments. This letter puts Trustee on notice to preserve the Records and not dispose of or destroy the Records.

By way of background, and the basis for Technip’s ownership of the Records, Technip S.A. (“Technip”) and The Shaw Group Inc. (“Shaw”) entered into an Agreement of Purchase and Sale dated May 21, 2012 (the “Agreement of Purchase and Sale”), and then on August 31, 2012, Technip completed the acquisition of Shaw’s Energy & Chemicals business (“E&C”). The E&C primary business offices were located at 1430 Enclave Parkway in Houston, Texas. This acquired business continues to operate from this location, now under the name of Technip Stone & Webster Process Technology, Inc. In providing engineering and technology services to our customers, we utilize people and resources found within our various offices around the world to work on projects originating from the Houston office. In fact, the majority of the books and records that were in the temporary custody of the Shaw Canada entities at the time of the bankruptcy were records related to projects that originated out of the Houston Office whereby Shaw Canada employees were providing services under the direction of the Houston office. As such, the records relating to such E&C projects in Canada were conveyed with the sale and now belong to Technip. For the avoidance of any doubt regarding any claim of ownership of any of the subject records by The Shaw Group Inc. or its successor Chicago Bridge & Iron Company N.V. or any of their respective affiliates (collectively the “CB&I Affiliates”), it was agreed and stipulated in the attached Agreement of Purchase and Sale that the CB&I Affiliates “shall not retain copies of, or otherwise have the right to use,” any of the records and documents that were in the custody of the Shaw Canada entities at the time of the bankruptcy that relate to the Energy & Chemical Business sold to Technip. We are not aware of any project related records that were in the custody of the Shaw Canada entities at the time of bankruptcy that are not owned by Technip.

Attached to this letter are the following documents evidencing Technip's ownership of records:

1. Agreement of Purchase and Sale
2. Schedule 1.1(a)
3. Schedule 1.1(d)
4. Schedule 4.10(a)
5. SEC Exhibit

Further, Technip is not claiming any ownership interest or entitlement to the following categories of files:

- A. Contracts entered into in the name of Shaw Canada L.P. and documents related to those projects, except for the documents related to the transferred projects listed on Schedule 1.1(d).
- B. Personnel/employee related files, including Human Resource files.
- C. Finance and accounting records.
- D. Facilities and lease related records.
- E. Health and safety records.

We will work with the Trustee to identify the Records held by the Trustee, which concern the entities and projects identified in the Schedules attached hereto, which were a part of the Agreement of Purchase and Sale. We trust and expect that the Records in the care, custody and control of the Trustee and/or its agents be preserved until such time as the transfer to Technip. Thank you for your prompt attention to this request and transfer of the Records.

Best Regards,



Clayton R. Gollnick
Senior Legal Counsel

Attachments

Bish, David

From: Bish, David
Sent: February-24-14 11:44 AM
To: CGollnick@technip.com
Cc: Kofman, Bobby (Bobby.Kofman@duffandphelps.com); Sieradzki, David (David.Sieradzki@duffandphelps.com); Samuel Robison
Subject: Technip's Claim to Records - Shaw Canada Bankruptcy
Attachments: Letter to Clayton Gollnick_20140224_113049_202274.pdf

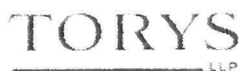
Good morning, Clayton.

Further to your email correspondence of February 13, 2004, please see the attached letter.

Regards.

David Bish
Torys LLP

Tel: 416.865.7353
Fax: 416.865.7380
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Toronto, Ontario M5K 1N2 Canada
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David Bish
Tel. 416.865.7353
dbish@torys.com

February 24, 2014

VIA EMAIL

Clayton R. Gollnick
Technip Stone & Webster Process Technology, Inc.
1430 Enclave Parkway
Houston, Texas 77077

Dear Mr. Gollnick:

Re: Bankruptcies of Shaw Canada L.P. et al. (collectively, "Shaw Canada") – Claim to Books and Records by Technip S.A. ("Technip")

We are in receipt of your letter dated February 13, 2014, and the Trustee in Bankruptcy of Shaw Canada has now had an opportunity to review same and the attachments thereto.

We have previously requested - including most recently in my letter to you dated December 5, 2013, and previously, such as in my email to you of June 5, 2013 - that Technip clarify the basis of its interest in certain books and records of Shaw Canada (the "Subject Records"); namely, whether Technip claims to own the Subject Records, or merely to have a right to access / obtain copies of the Subject Records, or is interested in purchasing the Subject Records. Based on your letter and attachments, we understand that Technip is claiming an ownership interest in the Subject Records and that this alleged ownership interest arises from an Asset Purchase Agreement dated May 21, 2012 (the "Shaw U.S. APA") between The Shaw Group, Inc. ("Shaw U.S.") and Technip, a copy of which you have now provided to us (excluding the majority of the schedules thereto).

We note that there is a statutory process by which a person may advance an ownership claim to property in the possession of a trustee in bankruptcy. Specifically, subsection 81(1) of the *Bankruptcy and Insolvency Act* (Canada) ("BIA") provides that: "Where a person claims any property, or interest therein, in the possession of a bankrupt at the time of the bankruptcy, he shall file with the trustee a proof of claim verified by affidavit giving the grounds on which the claim is based and sufficient particulars to enable the property to be identified." Technip has not filed a proof of claim verified by affidavit asserting ownership of the Subject Records. Pursuant to subsection 81(4) of the BIA, the Trustee is requiring that Technip prove its claim in and to the Subject Records. To that end, please find attached hereto the requisite notice issued by the Trustee. If Technip does not file a proof of claim within 15 days hereafter, the Trustee is at liberty to sell or dispose of the Subject Records free and clear of any interest that Technip may have in the Subject Records, in accordance with the BIA. For your convenience, we attach

hereto the requisite form of proof of claim that is to be completed by Technip in order to assert an ownership claim to the Subject Records. We also note that pursuant to BIA subsection 81(3), the onus is on Technip to establish its claim to the Subject Property. In the event that the Trustee receives a proof of claim from Technip within the requisite time period and in accordance with the requirements of the BIA, the Trustee will then consider whether to admit or disallow such claim as required by BIA subsection 81(2). We strongly recommend that Technip obtain legal advice with respect to the foregoing.

In order to assist Technip in the event that it elects to file a proof of claim, we wish to highlight a number of concerns that the Trustee has with respect to your letter and the attachments thereto. By highlighting these concerns, the Trustee wishes to afford Technip the opportunity to address them in preparing its proof of claim. This list is not exhaustive, and the Trustee reserves its right to raise additional concerns or objections with respect to Technip's claim to the Subject Records. All capitalized terms referred to below have the meaning given to such terms in the Shaw U.S. APA unless otherwise defined herein.

- The Shaw U.S. APA establishes that Shaw U.S. agreed to cause its Subsidiary Sellers (which we assume includes one or more of the Shaw Canada entities; however, we were not provided with the corresponding schedule) to sell the Business and to enter into the Ancillary Agreements, including the Implementing Agreements and, in turn, the Business Transfer Agreements. In short, Shaw U.S. agreed to cause a conveyance to occur; however, you have not provided the Trustee with any documents showing that Shaw Canada did, in fact, purport to convey any of its assets, including the Subject Records. The Trustee requires evidence of a conveyance by Shaw Canada of the Subject Records, not just an agreement by Shaw U.S. to cause a conveyance to occur. Further, we request a copy of Schedule 1.1(l) identifying the Subsidiary Sellers.
- The Conveyed Assets are in respect of the Business and specifically contemplate a conveyance of the Conveyed Canadian Assets. The Shaw U.S. APA provides that the Conveyed Assets expressly exclude, *inter alia*: (i) the Retained Canadian Business; (ii) all assets exclusively used in respect of the Retained Canadian Business; (iii) any other assets of the Canadian Subsidiaries that are not Conveyed Canadian Assets; and (iv) any right, property or other asset that arises out of or relates exclusively to any of the foregoing or any other Excluded Assets. Related to this, some books and records are purported to be sold to Technip (e.g. Shaw U.S. APA Section 2.2(o)), while other books and records are expressly excluded (e.g. Shaw U.S. APA Section 2.4(a)(iii)). It appears that the relevant books and records purported to be sold pursuant to the Shaw U.S. APA are those pertaining to the four contracts listed in Schedule 1.1(d) thereto (i.e. the Conveyed Canadian Assets). The Trustee requires that you provide satisfactory evidence that the Subject Records are Conveyed Assets and are not otherwise Excluded Assets.
- We note further that Technip is only entitled pursuant to Section 2.2(o) of the Shaw U.S. APA to obtain original books and records relating solely to the Business and Conveyed Assets; it is only entitled to copies - not originals - of books and records relating primarily to the Business. The Trustee requires clarification as to whether you are claiming entitlement to originals or only copies of the Subject Records, and if the former, that you provide evidence that the Subject Records pertain solely to the Business and Conveyed Assets.

- Your letter appears somewhat contradictory as to Technip's position with respect to ownership of the Subject Records prior to the purported conveyance to Technip. Specifically, it is not clear to us whether you are asserting that Shaw U.S. or Shaw Canada owned the Subject Records. You refer in your letter to the majority of the Subject Records having been "in the temporary custody of the Shaw Canada entities" (i.e. suggesting mere possession and not ownership of these Subject Records by Shaw Canada). This strikes us as being inconsistent with the Shaw U.S. APA, which makes clear that Shaw Canada owned - not merely possessed - assets sought to be acquired by Technip (i.e. the Conveyed Canadian Assets). Shaw U.S. agreed to cause the Subsidiary Sellers to sell assets that the Subsidiary Sellers owned, not merely to return Shaw U.S.'s assets in the temporary possession of the Subsidiary Sellers. It is not clear to us whether Technip is claiming to have acquired title to the Subject Records from Shaw U.S. or from Shaw Canada. The Trustee requires that you clarify whether you are asserting that the Subject Records were previously owned by Shaw U.S. and not Shaw Canada and, if so, that you provide evidence of same.
- The Trustee requests that you provide a copy of Schedule 2.9 to the Shaw U.S. APA setting out the allocation of the Purchase Price and that you otherwise provide evidence of the consideration that Shaw Canada received in exchange for any sale of the Conveyed Canadian Assets and, in particular, for the Subject Records. It is important that the Trustee be able to confirm that, in fact, appropriate consideration was received by Shaw Canada.

As noted above, there is a statutory mechanism for dealing with claims such as this and there are important applicable statutory timeframes and procedures. A failure to proceed in accordance with the BIA will affect Technip's rights with respect to the Subject Records. Again, we encourage you to consult with legal counsel forthwith. We also confirm again - as we have done on prior occasions - that the within bankruptcy proceedings of Shaw Canada are nearing completion, and we encourage Technip to proceed expeditiously.

Yours truly,
Torys LLP



David Bish
DB/en
Attachment

cc: Bobby Kofman / David Sieradzki (Duff & Phelps Canada Restructuring Inc.)

04292-2023 16658738.2

04292-2023 16658738.1

Notice by Trustee Requiring Filing of Reclamation of Property

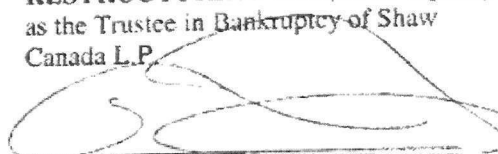
(Subsection 81(4) of the *Bankruptcy and Insolvency Act* (the "Act"))

Take notice that:

1. You are hereby required, pursuant to subsection 81(4) of the Act, to file with the undersigned a Reclamation of Property proving your claim to any property, or interest therein, in the possession of Shaw Canada L.P. as at the time of its bankruptcy on August 31, 2012.
2. The Reclamation of Property must be verified by affidavit and set out the grounds on which the claim is based and sufficient particulars to enable the property to be identified.
3. If you do not file with the undersigned a Reclamation of Property in the prescribed form within 15 days after the sending of this notice, the undersigned may, with the leave of the court, sell or dispose of the property free of any right, title or interest that you may have.
4. A form of Reclamation of Property is attached hereto.

Dated at Toronto, Ontario, this 24th day of February, 2014.

**DUFF & PHELPS CANADA
RESTRUCTURING INC.,** in its capacity
as the Trustee in Bankruptcy of Shaw
Canada L.P.



Name: DAVID S. ROBERTS
Title: MANAGING DIRECTOR

FORM 74

Reclamation of Property
(Subsection 81(4) of the Act)

(All notices or correspondence regarding this claim are to be forwarded to the following address:

_____)

I, _____, of the _____ of _____ in
the Province of _____,

DO HEREBY CERTIFY:

1. That I am the claimant, (or That I am) _____

(State position or title)

of _____
(Name of claimant)

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That on the _____ day of _____, the debtor made an assignment (or
a bankruptcy order was made against the debtor or the debtor filed a notice of intention or a proposal).

4. That, on that date, the property enumerated in the document(s) attached and marked "A" (and "B") was in the
possession of the bankrupt, and still remains in the possession of the bankrupt and (or) the trustee.

5. That the claimant hereby claims that property, or interest or right in it, by virtue of the document(s) attached
and marked "A" (and "B"), namely:

(Set out the particulars of all documents serving as proof of the claim, giving

(i) the grounds on which the claim is based, and

*(ii) sufficient particulars to enable the property to be identified; if the particulars do not appear on
the face of the documents, attach an additional statement marked "B" setting them forth.)*

FORM 74 -- *Concluded*

6. That the claimant is entitled to demand from the trustee the return of the property enumerated in these document(s).

7. That I hereby demand that the trustee return to me (or to the claimant whom I represent) the property enumerated in the document(s) within the 15 days after the filing of this form, or within the 15 days after the first meeting of the creditors of the debtor, whichever is the later.

SWORN (or SOLEMNLY DECLARED)
before me at _____ (city, town or village)
in the Province of _____,
on this ____ day of _____.

Commissioner of Oaths
for the Province of _____.

Signature of Claimant

WARNING:

Subsection 201(1) of the Act prescribes severe penalties for making any false claim, declaration or statement of account.

Bish, David

From: Riesterer, Patrick <PRiesterer@osler.com>
Sent: March-11-14 12:25 PM
To: Bish, David; Wasserman, Marc
Cc: Kofman, Bobby (Bobby.Kofman@duffandphelps.com); Sieradzki, David (David.Sieradzki@duffandphelps.com)
Subject: RE: Shaw Canada - Technip Proof of Property Claim
Attachments: Technip_Form 74 executed.pdf

David,

As discussed and further to your email, please find attached Technip's executed Form 74. We will provide you with the additional supporting evidence by April 11, 2014. We will be in touch with you prior to that date to discuss the scope of the additional supporting evidence that you require.

Best regards,
Patrick

OSLER

Patrick Riesterer
Associate

416.862.5947 DIRECT
416.862.6666 FACSIMILE
priesterer@osler.com

Osler, Hoskin & Harcourt LLP
Box 50, 1 First Canadian Place
Toronto, Ontario, Canada M5X 1B8

osler.com

From: Bish, David [<mailto:dbish@torys.com>]
Sent: Monday, March 10, 2014 2:51 PM
To: Wasserman, Marc
Cc: Riesterer, Patrick; Kofman, Bobby (Bobby.Kofman@duffandphelps.com); Sieradzki, David (David.Sieradzki@duffandphelps.com)
Subject: Shaw Canada - Technip Proof of Property Claim

Hi Marc,

Further to your call, I confirm that you have advised us that Osler has been retained to represent Technip with respect to its claim to certain books and records in the possession of the Trustee.

On our call, we discussed the deadline tomorrow for the filing of a proof of property claim by Technip. You indicated that Technip requires additional time in order to assemble the evidence necessary to fully substantiate its proof of property claim, and that this is problematic in light of the filing deadline. You proposed to file a proof of claim by tomorrow's deadline that would contemplate the delivery thereafter of additional supporting evidence currently being assembled, and you asked if the Trustee would take issue with

this. Provided that Technip commits in its proof of claim to provide such evidence by a specified date that is reasonable, the Trustee is prepared to grant this further accommodation to Technip. Specifically, the Trustee: (i) will receive and consider the additional supporting evidence before formulating its position with respect to Technip's property claim; and (ii) will not rely on as a defence to the property claim the late-filing of the additional supporting evidence, in each case provided that the additional supporting information is, in fact, provided on or before the reasonable date specified.

Regards.

David Bish
Torys LLP

Tel: 416.865.7353
Fax: 416.865.7380
www.torys.com

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FORM 74

**Reclamation of Property
(Subsection 81(4) of the Act)**

(All notices or correspondence regarding this claim are to be forwarded to the following address:
1430 Enclave Parkway, Houston, Texas, USA 77077 with a copy to Marc Wasserman, Box 50,
1 First Canadian Place, Toronto, ON M5X 1B8)

I, Clayton R. Gollnick, of the County of Montgomery in the State of Texas, U.S.A.,

DO HEREBY CERTIFY:

1. That I am the claimant, (or That I am):

Senior Legal Counsel
(State position or title)

of

Technip Stone & Webster Process Technology, Inc.
(Name of claimant)

2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That on the 31st day of August, 2012, the debtor made an assignment (or a bankruptcy order was made against the debtor or the debtor filed a notice of intention or a proposal).
4. That, on that date, the property enumerated in the document(s) attached and marked "A" (and "B") was in the possession of the bankrupt, and still remains in the possession of the bankrupt and (or) the trustee.
5. That the claimant hereby claims that property, or interest or right in it, by virtue of the document(s) attached and marked "A" (and "B"), namely:

(Set out the particulars of all documents serving as proof of the claim, giving

- (i) the grounds on which the claim is based, and
- (ii) sufficient particulars to enable the property to be identified; if the particulars do not appear on the face of the documents, attach an additional statement marked "B" setting them forth.)

The Shaw Group Inc. and Technip S.A. entered into an agreement of purchase and sale dated May 21, 2012 (the "Agreement"). Pursuant to the Agreement, The Shaw Group Inc. agreed to convey or cause to be conveyed to Technip S.A. or its designate all of the Conveyed Assets (as defined in the Agreement). The Conveyed Assets included (i)

certain books and records that were formerly the property of Shaw Canada L.P. and (ii) certain books and records that were in the possession of Shaw Canada L.P. but were the property of other affiliates of The Shaw Group Inc. (collectively, the "Subject Records"). A copy of the Agreement and materials relating to Technip S.A.'s claim to the Subject Documents have previously been provided to you.

Technip S.A. or its designate will provide additional supporting evidence that the Subject Records are Conveyed Assets by April 11, 2014.

6. That the claimant is entitled to demand from the trustee the return of the property enumerated in these document(s).
7. That I hereby demand that the trustee return to me (or to the claimant whom I represent) the property enumerated in the document(s) within the 15 days after the filing of the additional supporting evidence to be provided in addition to this form, or within the 15 days after the first meeting of the creditors of the debtor, whichever is the later.

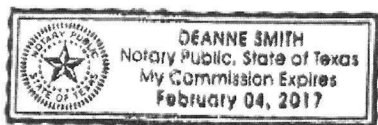
SWORN (or SOLEMNLY DECLARED)
before me at Houston (city, town or village)
in the State of Texas, U.S.A.
on this 11 day of March, 2014.

Deanne Smith
Notary Public
in and for the State of Texas.

[Signature]
Signature of Claimant

My Commission Expires: February 04, 2017

Warning: Subsection 201(1) of the Act prescribes severe penalties for making any false claim, declaration or statement of account.



Appendix “C”

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY OF
SHAW CANADA L.P.,
OF THE CITY OF MISSISSAUGA,
IN THE PROVINCE OF ONTARIO**

BETWEEN:

TECHNIP STONE & WEBSTER PROCESS TECHNOLOGY, INC.

Moving Party

– and –

**SHAW CANADA L.P. (TRUSTEE IN BANKRUPTCY OF),
STONE & WEBSTER CANADA HOLDING TWO, INC.
(TRUSTEE IN BANKRUPTCY OF) AND
STONE & WEBSTER CANADA HOLDING ONE (N.S.), ULC.
(TRUSTEE IN BANKRUPTCY OF)**

Respondents

NOTICE OF MOTION

Technip Stone & Webster Process Technology, Inc. (“**Technip**”) will make a motion to the court, on a date to be agreed upon by the parties or set by the court, or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario, appealing the Trustee’s decision to disallow the Property Proof of Claim (defined below).

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. An Order setting aside the Notice of Disallowance of Claim dated April 28, 2014 (the “**Notice**”) delivered by Duff & Phelps Canada Restructuring Inc. (the “**Trustee**”) in its

capacity as Trustee in Bankruptcy of the estate of Shaw Canada L.P. (“SCLP”) to the extent that it disallows the Reclamation of Property of Technip dated March 11, 2014 (the “**Property Proof of Claim**”);

2. An Order directing the Trustee to admit the Property Proof of Claim in respect of the SCLP estate and to deliver to Technip possession of all the property claimed in connection with the Property Proof of Claim or, in the alternative, an Order directing the Trustee to permit Technip to access and copy all of the property claimed in connection with the Property Proof of Claim;

3. The costs of this motion on a substantial indemnity basis; and

4. Such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. Sections 67, 80(2) and 192(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (“**BIA**”);

2. The Property Proof of Claim is provable in the SCLP estate and has been improperly disallowed by the Trustee;

3. The Trustee erred in disallowing the Property Proof of Claim;

4. The Trustee’s decision to disallow the Property Proof of Claim was incorrect and/or unreasonable;

5. In particular and without limitation, the property claimed in connection with the Property Proof of Claim was conveyed to Technip pursuant to the agreement of purchase and sale by and between The Shaw Group Inc. and Technip S.A. dated May 21, 2012; the property claimed in connection with the Property Proof of Claim is Technip's property pursuant to service arrangements between SCLP, The Shaw Group Inc. and certain entities purchased by an affiliate of Technip; and the property claimed in connection with the Property Proof of Claim is Technip's property as a consequence of certain express or implied terms arising in connection with the engineering or consulting services agreements established through written and oral agreement and past practices among SCLP, The Shaw Group Inc. and certain entities purchased by an affiliate of Technip, including terms relating to confidentiality, intellectual property use and proprietary rights; and

6. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Reclamation of Property sworn by Clayton R. Gollnick on March 11, 2014 and the additional supporting evidence lodged with the Trustee in connection therewith and the Notice of Disallowance of Claim dated April 28, 2014 and the Schedules thereto; and

2. Such further and other material as counsel may advise and this Honourable Court may permit.

May 12, 2014

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Trustee in Bankruptcy of Shaw Canada L.P.,
Stone & Webster Canada Holding Two, Inc. and
Stone & Webster Canada Holding One (N.S.) ULC.

AND TO: TORYS LLP
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in its capacity as Trustee in Bankruptcy
of Shaw Canada L.P., Stone & Webster
Canada Holding Two, Inc. and Stone &
Webster Canada Holding One (N.S.) ULC.

IN THE MATTER OF THE BANKRUPTCY OF SHAW CANADA L.P., STONE & WEBSTER CANADA HOLDINGS TWO, INC. AND STONE & WEBSTER CANADA HOLDINGS ONE (N.S.) ULC., OF THE CITY OF MISSISSAUGA, IN THE PROVINCE OF ONTARIO

**TECHNIP STONE & WEBSTER PROCESS and SHAW CANADA L.P. (TRUSTEE IN BANKRUPTCY OF),
TECHNOLOGY, INC. STONE & WEBSTER CANADA HOLDING TWO, INC.
(TRUSTEE IN BANKRUPTCY OF) AND STONE & WEBSTER
CANADA HOLDING ONE (N.S.), ULC. (TRUSTEE IN
BANKRUPTCY OF)**

Court File No: 32-158522

Moving Party

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**
Proceeding commenced at Toronto

NOTICE OF MOTION

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