

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE ) WEDNESDAY, THE 18<sup>TH</sup>  
 )  
JUSTICE NEWBOULD ) DAY OF MAY, 2016

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.  
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
FIRSTONSITE G.P. INC.

**Applicant**

**ASSIGNMENT ORDER**

**THIS MOTION**, made by FirstOnSite G.P. Inc. ("**FirstOnSite GP**"), the general partner of FirstOnSite Restoration L.P. ("**FirstOnSite LP**", collectively with FirstOnSite GP, the "**Vendor**"), a limited partnership formed under the laws of Ontario, for an order assigning the rights and obligations of the Vendor under the Assigned Contracts (as defined below) as contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between FirstOnSite LP and 3297167 Nova Scotia Limited (or its permitted assign, as applicable, the "**Purchaser**") dated April 20, 2016, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavits of Kevin McElcheran sworn April 26, 2016 and May 12, 2016, and the Exhibits attached thereto, the Affidavit of C. Haddon Murray sworn May 18, 2016 and the Supplement to the Second Report of FTI Consulting Canada Inc., in its capacity as Monitor of the Vendor (the "**Monitor**"), dated May 16, 2016, and on hearing the submissions of counsel for the Monitor, the Vendor, the Purchaser, and those other parties present, no one appearing for any other person on the service list, although duly served as appears from the affidavits of service, filed:

1. **THIS COURT ORDERS** that any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Sale Agreement.

#### **SERVICE**

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

#### **ASSIGNMENT OF AGREEMENTS**

3. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate (the "**Monitor's Certificate**") referred to in the Order of Justice Newbould dated May 9, 2016, (the "**Approval and Vesting Order**"), all of the rights and obligations of the Vendor under the agreements set out in Schedule "A" hereto that are Purchased Assets on Closing (as such terms are defined in the Sale Agreement) (collectively, the "**Assigned Contracts**") shall be assigned to the Purchaser pursuant to section 2.2 of the Sale Agreement and pursuant to section 11.3 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**").

4. **THIS COURT ORDERS** that, with respect to the Assigned Contracts that are real property leases (collectively, the "**Real Property Leases**"), upon delivery of the Monitor's Certificate, the Purchaser shall be entitled to all of the rights and benefits and subject to all of the obligations as tenant pursuant to the terms of the Real Property Leases for the period commencing from and after the delivery of such Monitor's Certificate and may enter into and upon and hold and have quiet enjoyment of such premises contemplated by the Real Property Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with the terms of the Real Property Leases, without any interruption from the Vendor, the landlords under the Real Property Leases or any person whomsoever claiming through or under any of the Vendor or the landlords under the Real Property Leases.

5. **THIS COURT ORDERS** that the assignment to the Purchaser of the rights and obligations of the Vendor under the Assigned Contracts to the Purchaser, or such related party as the Purchaser may designate (provided however, that such designated related party agrees to be bound by the terms of such Assigned Contract and the Purchaser is not released from any

obligation or liability thereunder), pursuant to the CCAA and this Order is valid and binding upon all of the counterparties to the Assigned Contracts notwithstanding any restriction or prohibition contained in any such Assigned Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

6. **THIS COURT ORDERS** that the Vendor's right, title and interest in the Assigned Contracts shall vest absolutely in the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances (as such terms are defined in the Approval and Vesting Order) in accordance with the provisions of the Approval and Vesting Order.

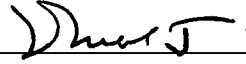
7. **THIS COURT ORDERS** that each counterparty to the Assigned Contracts is prohibited from exercising any right or remedy under the Assigned Contracts by reason of any defaults thereunder arising from the assignment of the Assigned Contracts, the insolvency of the Vendor, the commencement of these CCAA proceedings, or any failure of the Vendor to perform a non-monetary obligation under the Assigned Contracts.

8. **THIS COURT ORDERS** that the Cure Costs of the contracts listed in Schedule "A" hereto shall be in amounts set out in Schedule "A" hereto and that upon Closing, the Purchaser shall pay the Cure Costs as set out therein with respect to each applicable Assigned Contract, in full and final satisfaction of any Cure Costs owing to the counterparty to the applicable Assigned Contract, by no later than the day that is five (5) business days from the date that the Purchaser receives wire remittance instructions or other payment instructions from such counterparty.

9. **THIS COURT DIRECTS** the Vendor to send a copy of this Order to all of the counterparties to the contracts listed in Schedule "A" and, furthermore, to provide notice to any such counterparty that is listed in Schedule "A" as of the date of this Order and is subsequently added as an Excluded Contract (as the term is defined in the Sale Agreement) and removed from Schedule "A" prior to closing of the Sale Transaction.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Vendor, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are

hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.



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ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

MAY 18 2016

PER / PAR: 

### Schedule "A" - Assigned Contracts

	<b>Name of Agreement</b>	<b>Counterparty</b>	<b>Date of Agreement</b>	<b>Cure Costs</b>
1.	Industrial Lease Agreement	Altra Investments Inc.	Dec 13, 2011	\$0
2.	Agreement of Lease	Artis WPG Industrial Ltd.	Aug. 27, 2015	\$0
3.	MSDS Management Service Agreement	Canadian Centre for Occupational Health and Safety	Jan. 20, 2015	\$0
4.	Lease Contract	Fibernetics Corporation	Dec. 15, 2013	\$575.17
5.	Services Agreement	Meloche Monnex Inc.	Nov. 1, 2014	\$0
6.	Marketing Agreement for Services	Best Western International, Inc.	Sep. 25, 2015	\$0
7.	Agreement to Provide Products and/or Services	Greater Edmonton Foundation	Initially: Oct. 1, 2014 Renewed: Oct. 1, 2015	\$0
8.	Service Contractor Agreement	Jones Lang LaSalle Real Estate Services, Inc. for the benefit of Canada Post Corporation	Apr. 1, 2015	\$0
9.	Service Contractor Agreement	Jones Lang LaSalle Real Estate Services, Inc. for the benefit of HSBC Canada	June 26, 2014	\$0
10.	Professional Services Agreement	Staples Canada Inc.	Dec. 1, 2013	\$0
11.	Order for LMI Services	LogMeIn, Inc.	Oct. 1, 2015	\$0
12.	Preferred Contractor Service Agreement	Co-operators General Insurance Company/COSECO Insurance Co.	Jan. 21, 2015/ Jan. 28, 2015	\$0
13.	ROINS Master Services Agreement	ROINS Financial Services Limited	Jan 21, 2015	\$0

	<b>Name of Agreement</b>	<b>Counterparty</b>	<b>Date of Agreement</b>	<b>Cure Costs</b>
14.	Professional Services Agreement	Zurich Insurance Company Ltd.	July 1, 2013	\$0
15.	Lease Contracts, identified as #2639305, #2639305, #2652264, #2704856, #2649890, #2650460, #2669140	National Leasing Group Inc.	Several	\$0
16.	Product License Summary	Xactware Solutions, Inc.	May 1, 2012	\$13,332.78
17.	Customer Agreement #ECB 207931, 229239, 233177, 237305	TELUS Corporation	Dec. 14, 2009; June 13, 2011; Oct. 21, 2011; Mar. 9, 2012	\$8,515.79
18.	Rental Agreement	Big Steel Box	Undated	\$8,395.89

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Court File No: CV-16-11358-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**ASSIGNMENT ORDER**

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