

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

**AFFIDAVIT OF MATTHEW BERNARDO
(Sworn May 25, 2016)**

I, Matthew Bernardo, of the City of Toronto, in the Province of Ontario MAKE OATH
AND SAY:

1 I am an Associate with the law firm of Norton Rose Fulbright Canada LLP, lawyers for
3297167 Nova Scotia Limited (the **Purchaser**) and as such have knowledge of the matters
herein deposed to.

2 I have reviewed the unsworn affidavits of Messrs. Nevsky and Zalev delivered late on
May 24, 2016. I adopted the defined terms therein.

3 In their affidavits, Messrs. Nevsky and Zalev each state that they have no recollection of
receiving any inquiry by the Purchaser or its representatives regarding Cure Costs or arrears
after Ms. Gauthier's email of February 9, 2016.

4 Mr. Nevsky states in his affidavit at paragraph 8:

I do not recall receiving and have no records of receiving any subsequent inquiries from the Purchaser or its representatives regarding the preparation of a Cure Costs schedule or what arrears, if any, there might be under any of FirstOnSite's contracts or leases.

5 Similarly, Mr. Zalev states at paragraph 39 of his affidavit:

As I mentioned above, I do not recall or have any records of any inquiries with respect to the amount of Cure Costs or the status of payment or non-payment or non-payment under its numerous leases and contracts other than the February 9, 2016 email exchange.

6 I attach as Exhibit "A" an excerpt from a blackline draft version of the APA circulated by me on March 1, 2016 to Stikeman Elliott LLP. During this period, the parties were exchanging draft versions of the APA and the blackline shows proposed changes and notes to draft.

7 In the March 1, 2016 draft APA, and as highlighted in blue double underlined text, it states as a footnote to Section 2.2:

"We need to be provided a schedule of Cure Costs before considering whether to remove this deduction."

8 A similar comment is found in a draft sent by me on March 22, 2016. The draft states:

"The Purchaser needs to understand expected Cure Costs."

The March 22, 2016 draft is attached as Exhibit "B".

9 Stikeman Elliott LLP provided blackline draft versions of the APA to Norton Rose Fulbright Canada LLP on March 14 and March 28, 2016. In each case the blackline clearly shows the Purchaser's comment about Cure Costs being struck out. I attach these excerpts as Exhibits "C" and "D".

10 I attach as Exhibits "E" and "F" the cover emails sent by Stikeman Elliott enclosing the blacklined draft APA on March 14 and March 28, 2016. In each case, Messrs. Nevsky and Zalev appear as recipients of the email.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 25th day of May, 2016.



A Commissioner for taking Affidavits (or as may be)

Stephen Taylor



Matthew Bernardo

TAB A

~~PRIVILEGED AND CONFIDENTIAL- THIS FORM OF AGREEMENT IS SUBJECT TO REVISION BY THE PARTIES AT ANY TIME. THIS FORM OF AGREEMENT SHALL BE KEPT CONFIDENTIAL PURSUANT TO THE TERMS OF THE CONFIDENTIALITY AGREEMENT ENTERED INTO BY THE RECIPIENT HEREOF (OR ITS AFFILIATE) WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS FORM OF AGREEMENT IS NOT INTENDED TO CREATE, NOR WILL IT CREATE, A LEGALLY BINDING OR ENFORCEABLE OFFER OR AGREEMENT OF ANY TYPE OR NATURE, UNLESS AND UNTIL AGREED TO AND EXECUTED BY THE PARTIES HERETO.~~

FIRSTONSITE RESTORATION L.P.

(by its general partner

FIRSTONSITE G.P. INC.)

as Vendor

and


[NEWCO]

as Purchaser

and

INTERSTATE RESTORATION, LLC

as Guarantor

This is Exhibit "A" referred to in the affidavit of Matthew Bernardo sworn before me, this 25th day of May, 2016.

A COMMISSIONER FOR TAKING AFFIDAVITS

DRAFT

ASSET PURCHASE AGREEMENT

~~February~~ March ●, 2016

This draft asset purchase agreement is being submitted pursuant to the January 29, 2016 letter of Alvarez & Marsal Canada Securities LLC and remains subject to ongoing review by Delos Capital and its legal and financial advisors.

ARTICLE 3
PURCHASE PRICE

Section 3.1 Purchase Price

The aggregate purchase price payable by the Purchaser to the Vendor for the Purchased Assets is: (i) the Base Purchase Price, subject to adjustment pursuant to Section 3.5 (the "Closing Cash Purchase Price" minus Cure Costs¹², plus (ii) the assumption by the Purchaser of the Assumed Obligations (the "Purchase Price").

Section 3.2 Satisfaction of Purchase Price

Provided that all conditions precedent to Closing have been satisfied or waived in accordance with Article 7, the Purchase Price shall be paid and satisfied on Closing as follows:

- (a) as to the amount of the Deposit and interest accrued thereon:
 - (i) by the crediting and set-off of such amount against the Closing Cash Purchase Price; and
 - (ii) by the Monitor ceasing to hold such amount pursuant to the terms of the Escrow Agreement and holding such amount in a segregated bank account in the name of the Monitor (the "Working Capital Escrow Account"), as part of the Working Capital Escrow Amount.
- (b) as to the balance of the Closing Cash Purchase Price (the "Closing Cash Payment"), by wire transfer in immediately available funds paid as follows:
 - (i) ~~as to the Working Capital Escrow Amount, by the Purchaser paying to the Monitor, to hold in escrow, in a segregated bank account in the name of the Monitor (the "Working Capital Escrow Account"), such amount pursuant to a direction provided by the Monitor no later than 2 Business Days prior to the Closing Date;~~
 - (ii) (i) as to the total outstanding amount of the Closing Wells Fargo Indebtedness owing by the Vendor, by the Purchaser paying to Wells Fargo by wire transfer of immediately available funds, such amount pursuant to the directions indicated in the Wells Fargo Payout Letter;
 - (ii) (iii) as to the total outstanding amount of the Closing BDC Indebtedness owing by the Vendor, by the Purchaser paying to BDC by wire transfer of immediately available funds, such amount pursuant to the directions indicated in the BDC Payout Letter;
 - (iii) (iv) as to the total outstanding amount of the Closing BDC Capital Indebtedness owing by the Vendor, by the Purchaser paying to BDC Capital by wire transfer of immediately available funds, such amount

DRAFT

¹² We need to be provided a schedule of Cure Costs before considering whether to remove this deduction.

TAB B

PRIVILEGED AND CONFIDENTIAL.

THIS FORM OF AGREEMENT IS SUBJECT TO REVISION BY THE PARTIES AT ANY TIME. THIS FORM OF AGREEMENT SHALL BE KEPT CONFIDENTIAL PURSUANT TO THE TERMS OF THE CONFIDENTIALITY AGREEMENT ENTERED INTO BY THE RECIPIENT HEREOF (OR ITS AFFILIATE) WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS FORM OF AGREEMENT IS NOT INTENDED TO CREATE, NOR WILL IT CREATE, A LEGALLY BINDING OR ENFORCEABLE OFFER OR AGREEMENT OF ANY TYPE OR NATURE, UNLESS AND UNTIL AGREED TO AND EXECUTED BY THE PARTIES HERETO.

FIRSTONSITE RESTORATION L.P.

(by its general partner


FIRSTONSITE G.P. INC.)

as Vendor

and

[NEWCO]

as Purchaser

This is Exhibit "B" referred to in the affidavit of Matthew Bernardo sworn before me, this 25th day of May, 2016

A COMMISSIONER FOR TAKING AFFIDAVITS

DRAFT

ASSET PURCHASE AGREEMENT

March ●, 2016

This draft asset purchase agreement is being submitted pursuant to the January 29, 2016 letter of Alvarez & Marsal Canada Securities LLC and remains subject to ongoing review by Delos Capital and its legal and financial advisors.

- (c) if any consent, approval or waiver is not obtained for any Consent Required Contract prior to the service of the motion for the Approval and Vesting Order, the Vendor shall bring a motion to the Court for issuance of an Assignment Order with respect to such Consent Required Contracts together with the motion for the Approval and Vesting Order and the Purchaser will provide reasonable assurances to the Court, in respect of such application for an Assignment Order, that the Purchaser will perform the applicable obligations of the Consent Required Contracts which are the subject of such Assignment Order including, without limitation, providing materials to be served and filed in connection with any motion pursuant to section 11.3 of the CCAA; and
- (d) once the consent, approval or waiver to the assignment of a Consent Required Contract is obtained or the assignment of such Assumed Contract has been ordered by the Court pursuant to an Assignment Order, such Consent Required Contract shall be deemed to be assigned to the Purchaser on Closing.

With respect to each Consent Required Contract, subject to Closing and to either (i) the consent of the other parties thereto to the assignment thereof, or (ii) in the absence of such consent, the obtaining of an Assignment Order, in addition to its other obligations under this Agreement, the applicable Cure Costs⁵ related to such Consent Required Contract on Closing shall be paid by the Purchaser, ~~[without any inclusion of such costs in Working Capital]~~⁶.

Section 2.3 “As is, Where is”

The Purchaser acknowledges that the Vendor is selling the Purchased Assets on an “as is, where is” basis as they shall exist at the Closing Time. No representation, warranty or condition is expressed or can be implied as to Encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario), the Civil Code of Québec or similar legislation do not apply hereto and have been waived by the Purchaser. The description of the Purchased Assets contained in the Schedules is for purpose of identification only. Except as otherwise provided in Section 5.1, no representation, warranty or condition has or will be given by the Vendor concerning completeness or accuracy of such descriptions.

Section 2.4 Assumed Obligations

The Purchaser agrees to assume and perform, discharge and pay when due the following obligations and liabilities of the Vendor (the “Assumed Obligations”) after the Closing:

- (a) all debts, liabilities and obligations under the Assumed Contracts (to the extent assigned or transferred to the Purchaser on Closing) for the period from and after

⁵ Purchaser needs to understand expected Cure Costs

⁶ Purchaser needs to see working capital mechanism.

TAB C

PRIVILEGED AND CONFIDENTIAL.
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FIRSTONSITE RESTORATION L.P.

(by its general partner

FIRSTONSITE G.P. INC.)

This is Exhibit 11c referred to in the affidavit of Matthew Bernardo as Vendor

sworn before me, this 25th and

day of May, 2016 [NEWCO]


A COMMISSIONER FOR TAKING AFFIDAVITS as Purchaser

DRAFT

ASSET PURCHASE AGREEMENT

March ●, 2016

This draft asset purchase agreement is being submitted pursuant to the January 29, 2016 letter of Alvarez & Marsal Canada Securities LLC and remains subject to ongoing review by Delos Capital and its legal and financial advisors.

(respectively) by notice in writing to the Vendor and the Monitor so that any asset or contract or other written agreement so added shall be an Excluded Asset or an Excluded Contract (as the case may be) and shall not be acquired, transferred or assigned to the Purchaser (as applicable) at Closing, without any adjustment to the Purchase Price.¹¹

ARTICLE 3 PURCHASE PRICE

Section 3.1 Purchase Price

The aggregate purchase price payable by the Purchaser to the Vendor for the Purchased Assets is: (i) the Base Purchase Price, subject to adjustment pursuant to Section 3.5 (the "Closing Cash Purchase Price" ~~minus Cure Costs~~¹², plus (ii) the assumption by the Purchaser of the Assumed Obligations (the "Purchase Price").

Section 3.2 Satisfaction of Purchase Price

Provided that all conditions precedent to Closing have been satisfied or waived in accordance with Article 7, the Purchase Price shall be paid and satisfied on Closing as follows:

- (a) as to the amount of the Deposit and interest accrued thereon:
 - ~~(i)~~ by the crediting and set-off of such amount against the Closing Cash Purchase Price; and
 - ~~(ii)~~ by the Monitor ceasing to hold such amount pursuant to the terms of the Escrow Agreement and holding such amount in a segregated bank account in the name of the Monitor (the "Working Capital Escrow Account"), as part of the Working Capital Escrow Amount.
- (b) as to the balance of the Closing Cash Purchase Price (the "Closing Cash Payment"), by wire transfer in immediately available funds paid as follows:
 - (i) as to the amount of the Working Capital Escrow Amount, by the Purchaser paying such amount to the Monitor, to hold in escrow pursuant to the Escrow Agreement;
 - ~~(ii)~~ ~~(i)~~ as to the total outstanding amount of the Closing Wells Fargo Indebtedness owing by the Vendor, by the Purchaser paying to Wells Fargo by wire transfer of immediately available funds, such amount pursuant to the directions indicated in the Wells Fargo Payout Letter;
 - ~~(iii)~~ ~~(ii)~~ as to the total outstanding amount of the Closing BDC Indebtedness owing by the Vendor, by the Purchaser paying to BDC by wire transfer of

DRAFT

¹¹ We require access to management in order to identify which Contracts we want to take on.

¹² We need to be provided a schedule of Cure Costs before considering whether to remove this deduction.

TAB D

~~PRIVILEGED AND CONFIDENTIAL. THIS FORM OF AGREEMENT IS SUBJECT TO REVISION BY THE PARTIES AT ANY TIME. THIS FORM OF AGREEMENT SHALL BE KEPT CONFIDENTIAL PURSUANT TO THE TERMS OF THE CONFIDENTIALITY AGREEMENT ENTERED INTO BY THE RECIPIENT HEREOF (OR ITS AFFILIATE) WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS FORM OF AGREEMENT IS NOT INTENDED TO CREATE, NOR WILL IT CREATE, A LEGALLY BINDING OR ENFORCEABLE OFFER OR AGREEMENT OF ANY TYPE OR NATURE, UNLESS AND UNTIL AGREED TO AND EXECUTED BY THE PARTIES HERETO.~~

FIRSTONSITE RESTORATION L.P.

(by its general partner

FIRSTONSITE G.P. INC.)

This is Exhibit "D" referred to in the affidavit of Matthew Bernardo sworn before me, this 25th day of May, 2016

A COMMISSIONER FOR TAKING AFFIDAVITS

as Vendor

and

[NEWCO]

as Purchaser

DRAFT

ASSET PURCHASE AGREEMENT

March ~~April~~ ●, 2016

~~This draft asset purchase agreement is being submitted pursuant to the January 29, 2016 letter of Alvarez & Marsal Canada Securities LLC and remains subject to ongoing review by Delos Capital and its legal and financial advisors.~~

- (c) if any consent, approval or waiver is not obtained for any Consent Required Contract prior to the service of the motion for the Approval and Vesting Order, the Vendor shall bring a motion to the Court for issuance of an Assignment Order with respect to such Consent Required Contracts together with the motion for the Approval and Vesting Order and the Purchaser will provide reasonable assurances to the Court, in respect of such application for an Assignment Order, that the Purchaser will perform the applicable obligations of the Consent Required Contracts which are the subject of such Assignment Order including, without limitation, providing materials to be served and filed in connection with any motion pursuant to section 11.3 of the CCAA; and
- (d) once the consent, approval or waiver to the assignment of a Consent Required Contract is obtained or the assignment of such Assumed Contract has been ordered by the Court pursuant to an Assignment Order, such Consent Required Contract shall be deemed to be assigned to the Purchaser on Closing.

With respect to each Consent Required Contract, subject to Closing and to either (i) the consent of the other parties thereto to the assignment thereof, or (ii) in the absence of such consent, the obtaining of an Assignment Order, in addition to its other obligations under this Agreement, the applicable Cure Costs⁵ related to such Consent Required Contract on Closing shall be paid by the Purchaser, ~~{without any inclusion of such costs in Working Capital}~~⁶.

Section 2.3 "As is, Where is"

The Purchaser acknowledges that the Vendor is selling the Purchased Assets on an "as is, where is" basis as they shall exist at the Closing Time. No representation, warranty or condition is expressed or can be implied as to Encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario), the Civil Code of Québec or similar legislation do not apply hereto and have been waived by the Purchaser. The description of the Purchased Assets contained in the Schedules is for purpose of identification only. Except as otherwise provided in Section 5.1, no representation, warranty or condition has or will be given by the Vendor concerning completeness or accuracy of such descriptions.

Section 2.4 Assumed Obligations

The Purchaser agrees to assume and perform, discharge and pay when due the following obligations and liabilities of the Vendor (the "Assumed Obligations") after the Closing:

- (a) all debts, liabilities and obligations under the Assumed Contracts (to the extent assigned or transferred to the Purchaser on Closing) for the period from and after the Closing Time, in each case provided that such debts, obligations or liabilities

⁵ ~~Purchaser needs to understand expected Cure Costs~~

⁶ ~~Purchaser needs to see working capital mechanism.~~

TAB E

Phagoo, Maria

From: Casey Howell <CHowell@stikeman.com>
Sent: March-14-16 7:11 PM
To: Bernardo, Matthew; Josselyn, Sara; Sabusco, Michael; Gauthier, Virginie; Schmitt, Alexander
Cc: Brian Pukier; Maria Konyukhova; Daniel Howard; Zalev, Adam (azalev@alvarezandmarsal.com); jnevsky@alvarezandmarsal.com
Subject: RE: Project Rose - Asset Purchase Agreement
Attachments: #6526400-v6-Project Rose - Delos APA.DOC; Blackline (APA).rtf
Importance: High

All –

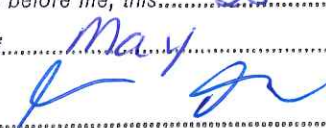
Attached is a revised version of the Asset Purchase Agrmt with respect to Project Rose, blacklined to the version of the APA circulated below. The Draft, and in particular, the Order, remain subject to review by our client and the Monitor.

We are happy to set a time to discuss the final few outstanding matters.

We will provide the Escrow Agrmt and the Working Capital methodology as soon as available tomorrow. Kind regards

Casey

Casey Howell
Tel : (416) 869-5276
chowell@stikeman.com

This is Exhibit "E" referred to in the
affidavit of Matthew Bernardo
sworn before me, this 25th
day of May 2016

A COMMISSIONER FOR TAKING AFFIDAVITS

STIKEMAN ELLIOTT LLP Barristers & Solicitors
5300 Commerce Court West, 199 Bay Street, Toronto, ON, Canada M5L 1B9
www.stikeman.com

TORONTO MONTREAL OTTAWA CALGARY VANCOUVER NEWYORK LONDON SYDNEY

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From: Bernardo, Matthew [mailto:matthew.bernardo@nortonrosefulbright.com]
Sent: Tuesday, March 01, 2016 10:48 AM
To: Daniel Howard; Brian Pukier; Maria Konyukhova; Casey Howell
Cc: Gauthier, Virginie; Sabusco, Michael; Josselyn, Sara; Schmitt, Alexander
Subject: Project Rose - Asset Purchase Agreement

Dan,

Please find enclosed our comments on the draft asset purchase agreement, together with blacklines to the February 19th version circulated by Delos with their letter of intent (Word document), and against the February 24th version received from yourself (PDF document).

In the interest of time we submit this document subject to our clients' ongoing review (including diligence matters) and remains subject to further comments.

Best regards,

Matt

Matthew Bernardo
Associate

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84, Toronto, ON M5J 2Z4 Canada
T: +1 416.216.4030 | F: +1 416.216.3930
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TAB F


Phagoo, Maria

From: Casey Howell <CHowell@stikeman.com>
Sent: March-28-16 9:40 PM
To: Bernardo, Matthew; Sabusco, Michael; Schmitt, Alexander; Gauthier, Virginie; Timoney, Liam F (LTimoney@goodwinprocter.com) (LTimoney@goodwinprocter.com); Nugent, Christian C (CNugent@goodwinprocter.com) (CNugent@goodwinprocter.com); 'Bishop, Paul'; Descours, Caroline (cdescours@goodmans.ca)
Cc: Brian Pukier; Maria Konyukhova; Daniel Howard; Zalev, Adam (azalev@alvarezandmarsal.com); jnevsky@alvarezandmarsal.com
Subject: RE: Project Rose - Asset Purchase Agreement
Attachments: #6526400-v7-Project Rose - Delos APA.DOC; #6535962-v4-Rose - Delos Escrow Agreement.DOC; Blackline (APA).rtf; Blackline (Escrow).rtf; #6540955-v2-Project Rose Exclusivity and Offer Letter.DOC; APA Schedule F_Working Capital.pdf; Appendix 1 Vehicle Leases.xlsx

Importance: High

All -

With respect to Project Rose, attached are the following, for your review:

This is Exhibit 11 referred to in the affidavit of Matthew Bernardo sworn before me, this 25th day of May, 2016

A COMMISSIONER FOR TAKING AFFIDAVITS

- i) Revised APA and blackline to the version circulated by Matthew below, including all schedules;
- ii) Revised Escrow Agreement;
- iii) Proposed Offer Letter, as discussed on the 3pm call today.

We propose a lawyer's call at 2:00pm tomorrow to discuss any outstanding items, however, if possible, we would like to hear back as early as possible tomorrow whether Delos is open to considering some of the secured debentures receiving equity at closing. Regards

Casey

From: Bernardo, Matthew [mailto:matthew.bernardo@nortonrosefulbright.com]
Sent: Tuesday, March 22, 2016 3:46 PM
To: Casey Howell; Brian Pukier; Maria Konyukhova; Daniel Howard
Cc: Sabusco, Michael; Gauthier, Virginie; Schmitt, Alexander; Timoney, Liam F (LTimoney@goodwinprocter.com) (LTimoney@goodwinprocter.com); Nugent, Christian C (CNugent@goodwinprocter.com) (CNugent@goodwinprocter.com)
Subject: Project Rose - Asset Purchase Agreement

All,

Please see attached for a revised version of the Asset Purchase Agreement for Project Rose. For convenience, we also enclose a blackline against the version circulated by Casey on March 14. The agreement remains subject to further input from our client as their diligence progresses.

Best regards,

Matt

Matthew Bernardo

Associate

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84, Toronto, ON M5J 2Z4 Canada
T: +1 416.216.4030 | F: +1 416.216.3930
matthew.bernardo@nortonrosefulbright.com

NORTON ROSE FULBRIGHT

From: Casey Howell [<mailto:CHowell@stikeman.com>]

Sent: March-14-16 7:11 PM

To: Bernardo, Matthew; Josselyn, Sara; Sabusco, Michael; Gauthier, Virginie; Schmitt, Alexander

Cc: Brian Pukier; Maria Konyukhova; Daniel Howard; Zalev, Adam (azalev@alvarezandmarsal.com); jnevsky@alvarezandmarsal.com

Subject: RE: Project Rose - Asset Purchase Agreement

Importance: High

All –

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We are happy to set a time to discuss the final few outstanding matters.

We will provide the Escrow Agrmt and the Working Capital methodology as soon as available tomorrow. Kind regards

Casey

Casey Howell
Tel : (416) 869-5276
chowell@stikeman.com

STIKEMAN ELLIOTT LLP Barristers & Solicitors
5300 Commerce Court West, 199 Bay Street, Toronto, ON, Canada M5L 1B9
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TORONTO MONTREAL OTTAWA CALGARY VANCOUVER NEWYORK LONDON SYDNEY

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From: Bernardo, Matthew [<mailto:matthew.bernardo@nortonrosefulbright.com>]

Sent: Tuesday, March 01, 2016 10:48 AM

To: Daniel Howard; Brian Pukier; Maria Konyukhova; Casey Howell

Cc: Gauthier, Virginie; Sabusco, Michael; Josselyn, Sara; Schmitt, Alexander

Subject: Project Rose - Asset Purchase Agreement

Dan,

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In the interest of time we submit this document subject to our clients' ongoing review (including diligence matters) and remains subject to further comments.

Best regards,

Matt

Matthew Bernardo
Associate

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84, Toronto, ON M5J 2Z4 Canada
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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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF MATTHEW BERNARDO
(Sworn May 25, 2016)**

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Orestes Pasparakis LSUC #368851T
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Virginie Gauthier LSUC #41097D
Tel: 416.216.4853
virginie.gauthier@nortonrosefulbright.com

Lawyers for 3297167 Nova Scotia Limited