

**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 2123125 ONTARIO INC.

**Applicant**

**MOTION RECORD  
(Motion Returnable June 27, 2016)  
(Re Appointment of CRO and Stay Extension)**

June 22, 2016

**STIKEMAN ELLIOTT LLP**  
Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street  
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**Lawyers for the Applicant**

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# TAB 1

**ONTARIO  
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**Applicant**

**AMENDED NOTICE OF MOTION  
(Returnable June 27, 2016)  
(Re Appointment of CRO and Stay Extension)**

~~2123101~~ 2123125 Ontario Inc., previously named FirstOnSite G.P. Inc. ("**212**"), the general partner of Former Restoration L.P., previously named FirstOnSite Restoration L.P. ("**Former LP**", collectively with 212, "**FirstOnSite**"), will make a motion to a judge presiding over the Commercial List on June 27, 2016 at 9:30 a.m. or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

**PROPOSED METHOD OF HEARING:**

The motion is to be heard orally.

**THE MOTION IS FOR:**

1. An Order, substantially in the form attached to the Motion Record at Tab 3, among other relief, appointing Oriole Advisors Ltd. ("**Oriole**") as Chief

Restructuring Officer (“CRO”), and approving the CRO Agreement (as defined below) between FirstOnSite and Oriole;

2. An Order, substantially in the form attached to the Motion Record at Tab 4, among other things,

- (a) validating and abridging the time and manner of service of the Notice of Motion and Motion Record and directing that any further service of the Notice of Motion and Motion Record be dispensed with such that this Motion is properly returnable on the date scheduled for the hearing of this Motion;
- (b) approving of the Pre-filing report of the Proposed Monitor dated April 21, 2016, the First Report of FTI Consulting Canada Inc. in its capacity as Court-appointed monitor (the “**Monitor**”) dated April 27, 2016, the Second Report of the Monitor dated May 4, 2016, the Supplemental Report to the Second Report of the Monitor dated May 16, 2016 and the Third Report of the Monitor, to be filed, and the activities of the Monitor as set out therein;
- (c) approving the fees and disbursements of the Monitor and its counsel;  
and

(d) extending the stay of proceedings (the “**Stay of Proceedings**”) set out at paragraph 15 of the order of Justice Newbould dated April 21, 2016 to October ~~31~~30, 2016; and

3. Such further and other relief as this Court deems just.

**THE GROUNDS FOR THE MOTION ARE:**

4. FirstOnSite carried on business in Canada and, through its subsidiary FirstOnSite Restoration, Inc., the United States, providing remediation, restoration and reconstruction services in the commercial, industrial and residential sectors;

5. FirstOnSite faced severe financial and liquidity issues, and defaulted on its senior secured revolving credit facility - triggering a cascade of cross-defaults with respect to its senior and junior subordinated debt;

6. FirstOnSite did not have the liquidity needed to meet and ceased paying its obligations. Accordingly, FirstOnSite sought and was granted protection from its creditors under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to the Initial Order;

7. Substantially all of FirstOnSite’s operating assets have been sold (the “**Sale Transaction**”) pursuant to the Asset Purchase Agreement (the “**APA**”) between FirstOnSite and 3297167 Nova Scotia Limited (the “**Purchaser**”) dated April 20, 2016;

8. The Sale Transaction was approved by the Court on May 9, 2016 and closed on June 1, 2016;

**Appointment of Chief Restructuring Officer**

9. The board of directors of FirstOnSite (the “**Board**”) intend to resign effective on or before June 28, 2016;

10. The resignation of the remaining directors will leave FirstOnSite with no means of instructing legal counsel, or consulting with the Monitor with respect to the completion of these CCAA proceedings and the wind up of FirstOnSite estate. The following matters remain outstanding in these CCAA proceedings (collectively the “**Outstanding Matters**”):

- (a) the performance of the Transition Agreement between FirstOnSite and the Purchaser dated June 1, 2016 in respect of certain contracts, and the delayed vesting of those contracts;
- (b) certain outstanding transition matters with respect to contracts that have been disclaimed by FirstOnSite;
- (c) the post-closing purchase price adjustment based on the determination of the Final Working Capital (as defined in the APA), if any;



- (d) consultation with the Monitor with respect to the distribution of remaining proceeds pursuant to the Distribution Order of Justice Newbould dated May 18, 2016;
- (e) the motion of BDC Capital Inc. (“**Capital**”) for an order declaring that Capital is entitled to receive payment of its secured loan in priority to the payments to three former managers of FirstOnSite pursuant to a stub bonus program; and
- (f) the receipt of report(s) of the Purchaser with respect to potential trust claimants as provided for under the APA;

11. The Board has discussed the situation and concluded that it is in the best interests of FirstOnSite to appoint a CRO, subject to approval of this Court, to complete the Outstanding Matters and any other matters that may arise in these CCAA proceedings;

12. FirstOnSite and Oriole, in consultation with the Monitor, and Capital, are negotiating the terms of an engagement agreement for the CRO (the “CRO Agreement”) and anticipate that the CRO Agreement will be executed prior to the return of this motion;

13. Oriole is a qualified and appropriate choice for the role of CRO in these proceedings;

### **Extension of Stay of Proceedings**

14. An extension of the Stay of Proceedings to October ~~31~~<sup>30</sup>, 2016 is necessary to give FirstOnSite time to complete the Outstanding Matters;
15. FirstOnSite has acted and continues to act in good faith and with due diligence in these CCAA proceedings;
16. It is just and convenient and in the interests of all creditors and interested parties that the orders sought herein be granted;
17. The provisions of the CCAA and the inherent and equitable jurisdiction of this Court;
18. Rules 1.04, 1.05, 2.03, 3.02 and 37 of the Rules of Civil Procedure, R.R.O. 1990, Reg. 194, as amended; and
19. 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 Affidavit of Kevin McElcheran ~~to be sworn~~ June 22, 2016;
2. the Third report of the Monitor, to be filed; and

3. such further and other materials as counsel may advise and this Court may permit.

June ~~22~~24, 2016

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**Lawyers for the Applicant**

TO: THE SERVICE LIST

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**AMENDED NOTICE OF MOTION  
(RETURNABLE JUNE 27, 2016)**

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**Lawyers for the Applicant**

# TAB 2

ONTARIO  
SUPERIOR COURT OF JUSTICE  
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
2123125 ONTARIO INC.

**Applicant**

**AFFIDAVIT OF KEVIN MCELCHERAN**  
**(Sworn June 22, 2016)**  
**(Re Appointment of CRO and Stay Extension)**

I, Kevin McElcheran, of the City of Toronto, in the Province of Ontario, MAKE  
OATH AND SAY:

1. I am a director of the Applicant, 2123125 Ontario Inc., formerly known as "FirstOnSite G.P. Inc." ("**212**"), the general partner of Former Restoration L.P., formerly known as "FirstOnSite Restoration L.P." ("**Former LP**" and together with 212, "**FirstOnSite**"), a limited partnership formed under the laws of Ontario. Hereinafter, where reference is made to the FirstOnSite enterprise as a whole, the term FirstOnSite will be used.

2. As a director of 212, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. I have also reviewed the records of FirstOnSite and have spoken with certain of the other directors, officers and/or employees of FirstOnSite, as necessary, and where I have relied upon such information do verily believe such information to be true.

3. This affidavit is sworn in support of the motion brought by FirstOnSite seeking orders, among other things, (a) appointing Oriole Advisors Ltd. ("**Oriole**") as chief restructuring officer ("**CRO**") of FirstOnSite, (b) extending the Stay Period (as defined

below) to October 31, 2016, (c) approving reports of the Monitor (as defined below) and the activities set out therein, and (d) approving the Monitor and its counsel's fees and disbursements.

**A. Status of the CCAA Proceedings**

4. FirstOnSite carried on business in Canada and, through its subsidiary FirstOnSite Restoration, Inc., the United States, offering remediation, restoration and reconstruction services in the commercial, industrial and residential sectors. FirstOnSite serviced, *inter alia*, properties damaged by flood, fire, wind, mold and catastrophic events.

5. As described in greater detail in the affidavit sworn by Dave Demos in support of the Initial Order (the "**Initial Order Affidavit**"), FirstOnSite faced financial and liquidity difficulties due to, among other issues, an overleveraged balance sheet, marked and substantial net losses, and an escalating debt burden.

6. On April 20, 2016, Former LP, by its general partner, 212 (in such capacity, the "**Vendor**"), and 3297167 Nova Scotia Limited (the "**Purchaser**") entered into an Agreement of Purchase and Sale (the "**APA**") for the sale of substantially all of its assets (the "**Purchased Assets**" as defined more particularly in the APA).

7. On April 21, 2016, pursuant to the order of Justice Newbould (the "**Initial Order**"), FirstOnSite obtained protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"). The Initial Order imposed a stay of proceedings up to and including May 20, 2016 (the "**Stay Period**"). FTI Consulting Canada Inc. ("**FTI**") was appointed as the monitor of FirstOnSite (the "**Monitor**") in these CCAA proceedings (the "**CCAA Proceedings**"). The commencement of the CCAA Proceedings and the transaction contemplated under the APA (the "**Sale Transaction**") were publicly announced by FirstOnSite by way of a press release dated April 21, 2016.

8. Further details regarding the background to the CCAA Proceedings are set out in the Initial Order Affidavit and, unless relevant to this motion, are not repeated herein.

9. On May 2, 2016, FirstOnSite sought an order (the “**Amended and Restated Initial Order**”) granting super-priority ranking to the Court-ordered charges provided for in the Initial Order. A copy of the Amended and Restated Initial Order is attached hereto as **Exhibit “A”**. This Order, together with all other filings in the CCAA Proceedings, is available on the Monitor's website at:

<http://cfcanada.fticonsulting.com/firstonsite>.

10. On May 9, 2016, FirstOnSite sought an order (the “**Original AVO**”), among other things, approving the Sale Transaction and vesting the Purchased Assets in the Purchaser upon the delivery of a Monitor’s certificate certifying that the Sale Transaction had closed to the Monitor’s satisfaction.

11. On May 18, 2016, FirstOnSite sought orders, among other things, (a) extending the Stay Period in this matter to June 27, 2016 (the “**Stay Extension Order**”), (b) assigning certain contracts to the Purchaser, as contemplated by the APA and (c) authorizing a directing the distribution of the assets of FirstOnSite (the “**Distribution Order**”)

*i. Cure Costs Motion*

12. On May 26, 2016, the Purchaser brought a motion (the “**Cure Costs Motion**”) for a determination of whether it was liable under the APA to pay monetary defaults under certain Assumed Contracts (as defined below). Since that time, FirstOnSite and the Purchaser have come to a resolution with respect to the Cure Costs Motion.

13. I am advised by Virginie Gauthier of Norton Rose Fulbright LLP, counsel to the Purchaser, that the Purchaser is taking steps to have the Cure Costs Motion dismissed.



*ii. Transition Agreement*

14. As noted above, pursuant to the Original AVO, all of FirstOnSite's right, title and interest in the Purchased Assets would vest in the Purchaser free and clear of any claims and encumbrances upon the delivery of the Monitor's Certificate.

15. The Purchased Assets include certain contracts (the "**Quebec Contracts**") between the Vendor and certain customers which relate to work for which a licence from the Regie du batiment du Quebec is required. The Vendor holds an existing licence issued pursuant to the *Builder's Act* (Quebec) and bearing number 8353-0295-53. The Purchaser requires an equivalent replacement licence to continue working under the Quebec Contracts.

16. I am advised by Virginie Gauthier that the Purchaser was unable to acquire an equivalent license by the time the Sale Transaction was scheduled to close. Consequently, the Purchaser requested that the Vendor temporarily hold, and continue to perform the work under, the Quebec Contracts (the "**Transition Services**"). The Vendor has agreed to the Purchaser's request and entered into a Transition Agreement with the Purchaser dated June 1, 2016 (the "**Transition Agreement**"). Provided that there are no material breaches of the Transition Agreement by the Purchaser, the Vendor will perform the Transition Services until the earlier of (a) delivery of the Transition Date Notice and the Subsequent Monitor's Certificate (each as defined in the Transition Agreement) or (b) August 31, 2016. Attached as **Exhibit "B"** to this affidavit is the Transition Agreement, without schedules.

17. I am further advised by Virginie Gauthier that the Purchaser is in the process of obtaining an equivalent replacement license, but at present, continues to require the Vendor to perform the Transition Services.

18. It was also necessary to amend the Original AVO to accommodate a delayed vesting for the Quebec Contracts upon delivery of the Subsequent Monitor's Certificate.

Attached as **Exhibit "C"** to this affidavit is the Amended and Restated Approval and Vesting Order of Justice Swinton dated June 1, 2016 (the "**Amended and Restated AVO**").

*iii. Closing*

19. After entering into the Transition Agreement and obtaining the Amended and Restated AVO, the Sale Transaction closed on June 1, 2016 (the "**Closing**"). Attached as **Exhibit "D"** to this affidavit is a true copy of the Monitor's Certificate.

20. I am advised by Haddon Murray of Stikeman Elliott LLP, counsel to FirstOnSite that, as a result of the sale of its trademarks to the Purchaser, on June 20, 2016, the company formerly known as FirstOnSite G.P. Inc. changed its name to 2123125 Ontario Inc. and the limited partnership formerly known as FirstOnSite Restoration L.P., changed its name to Former Restoration L.P.

*iv. Disclaimer of Contracts*

21. Pursuant to the APA, on Closing, the Purchaser assumed all of the contracts to which FirstOnSite is a party in connection with of the Purchased Assets (the "**Assumed Contracts**") except for the Quebec Contracts and any Excluded Contracts (as defined in the APA).

22. On June 7, 2016, or shortly thereafter, FirstOnSite, with the approval of the Monitor, disclaimed all of the contracts on Appendix 4 to Schedule "A" to the APA - the "**Excluded Assets List**" provided by the Purchaser (the "**Disclaimed Contracts**"), (except for contract #40 on the Excluded Assets List, which is required for the implementation of the Transition Agreement). Attached as **Exhibit "E"** is the Excluded Assets List.

23. I am advised by Haddon Murray that, since that time, it has come to FirstOnSite's and the Monitor's attention that (a) certain of the assets which are the subject of the Disclaimed Contracts may still be in use and/or needed going forward by

the Purchaser, and (b) one of the real estate properties that is the subject of a Disclaimed Contract was sublet by FirstOnSite to a subtenant.

24. I am further advised by Haddon Murray that, FirstOnSite is working with the Purchaser and the Monitor to address these matters either by returning possession of the assets to the counterparties of the Disclaimed Contracts or entering into new temporary occupancy and use agreements with the interested parties.

*v. Working Capital Cost Adjustment*

25. The APA contemplates an adjustment to the Purchase Price based on the difference between the Final Working Capital and the Estimated Closing Working Capital (each as defined in the APA) (the "**Purchase Price Adjustment**").

26. Article 3.5(c) of the APA contemplates a post-closing purchase price adjustment based on Final Working Capital which is to be delivered by the Purchaser to FirstOnSite no later than August 30, 2016. FirstOnSite has the ability under the APA to object to the Purchaser's determination of the Final Working Capital within 20 days.

27. If FirstOnSite disputes the Purchaser's determination of the Final Working Capital, then 30 days after the Purchaser's receipt of the Vendor's objections, the Final Working Capital shall be adjusted to reflect any changes agreed to by the Purchaser and the Vendor. Any unresolved disputes regarding the Final Working Capital may be submitted for determination to the Accounting Referee (as defined in the APA), in consultation with the Monitor, subject to any order of the Court.

*vi. Distributions*

28. On May 18, 2016, the Justice Newbould granted an the Distribution Order, which, among other things, provided for the distribution of certain of the assets of FirstOnSite by the Monitor, in consultation with FirstOnSite. Attached as **Exhibit "F"** is the Distribution Order.

29. Specifically, FirstOnSite is to consult with the Monitor with respect to:
- (a) The retention of a reserve of funds pursuant to paragraph 2(ii) of the Distribution Order;
  - (b) The disbursement of funds from the proceeds of the Sale Transaction pursuant to paragraphs 4-10 of the Distribution Order; and
  - (c) The creation of a trust claim reserve pursuant to paragraph 12 of the Distribution Order.
30. I am advised by Michael Basso of FTI that distributions have been made from the FirstOnSite estate in full satisfaction of the claims of the followings parties:
- (a) Wells Fargo Capital Finance Corporation Canada in its capacity as the debtor-in-possession lender to FirstOnSite in connection with the CCAA Proceedings;
  - (b) Wells Fargo Capital Finance Corporation Canada in its capacity as a pre-filing secured creditor of FirstOnSite;
  - (c) Business Development Bank of Canada;
  - (d) the KERP Participants (as defined in the Initial Order); and
  - (e) Alvarez & Marsal Canada Securities ULC.
31. I am further advised by Michael Basso that the Monitor has also paid certain post-filing professional fees and post-filing expenses.

*vii. Motion of BDC Capital Inc.*

32. On June 2, 2016, the day after Closing, counsel for BDC Capital Inc. ("**Capital**") advised counsel for FirstOnSite that Capital objects to the payments to three former senior members of FirstOnSite's management under a stub bonus program (the "**Stub**

**Payments**”). On June 15, 2016, Capital served a motion (the “**Capital Motion**”), returnable on a day to be set by the Court, seeking an order declaring that Capital is entitled to payment of its secured loan in priority to any Stub Payments.

33. FirstOnSite opposes the relief sought in the Capital Motion and is in discussions with Capital regarding setting a schedule for the hearing of the motion.

*viii. Reports from Purchaser*

34. Pursuant to the APA, on June 15, 2016, and every 14 days thereafter, the Purchaser must deliver a report (the “**Trust Claimant Report**”) to FirstOnSite and the Monitor detailing which of the amounts owing to persons on the Potential Trust Claimant List have not been paid or satisfied.

35. As of the date of this affidavit FirstOnSite has not received the initial Trust Claimant Report.

36. I am advised by Virginie Gauthier that the Purchaser has encountered some challenges in preparing the report and is working closely with the Monitor resolve these issues. The Purchaser hopes to finalize the report in the next two days.

**B. Appointment of CRO**

37. The management and current board of directors of FirstOnSite (the “**Board**”), including Kevin McElcheran, intend to resign on or before June 28, 2016.

38. Since the closing of the Sale Transaction and the disclaimer of the Excluded Contracts, FirstOnSite has disposed of substantially all of its assets. However, as set out above, there are a number of matters which remain outstanding in the CCAA Proceedings, including:

- (a) the performance of the Transition Services pursuant to the Transition Agreement;

- (b) the outstanding transition matters relating to the disclaimer of certain of the excluded contracts;
- (c) the post-closing Purchase Price Adjustment, if any;
- (d) the distribution of remaining proceeds pursuant to the Distribution Order;
- (e) the Capital Motion; and
- (f) obtaining the Purchaser's Trust Claimant Report(s),

(collectively, the "**Outstanding Matters**").

39. Upon the resignation of the Board, FirstOnSite will be left without any means of instructing counsel and consulting with the Monitor with respect to the Outstanding Matters, address any other matters that may arise, including bringing any further motions and complete the orderly wind-up of FirstOnSite.

40. The Board, internally and in consultation with the Monitor, has considered this issue and determined that it is appropriate, in these circumstances, that Oriole be appointed as CRO to FirstOnSite. I am advised by Harvey Chaiton of Chaitons LLP, counsel for Capital, that Capital has no objection the appointment of Oriole as CRO.

41. Accordingly, FirstOnSite and Oriole, in consultation with the Monitor and Capital, are in the final stages of negotiating an engagement letter (the "**CRO Agreement**") setting forth the term and terms of the CRO's appointment, including the CRO's duties, responsibilities and compensation, all of which is subject to Court approval. If and when it is executed, the CRO Agreement and a description of its key terms will be set out in a supplemental affidavit to be filed with the Court prior to the return of this motion.

42. I am the principal of Oriole. I have been a director of 212 and a member of the Special Committee of its Board since January 27, 2016. As such I am well acquainted with the facts of this case and the business of FirstOnSite.

43. In addition to my specific knowledge of the circumstances in the CCAA Proceedings, I have 34 years of experience practicing in insolvency law. I am the 2015 recipient of the Murray Klein award for excellence in insolvency law. Attached to this affidavit as **Exhibit "G"** is a copy of the Professional History page from my website.

44. As a member of the Board and an experienced advisor to boards of directors generally, I believe that the appointment of Oriole as CRO will provide consistent and appropriate ongoing corporate governance to FirstOnSite and its stakeholders as it concludes the CCAA Proceedings.

45. I understand that the Monitor will be providing its views with respect to the proposed appointment of the CRO in its Third Report to the Court in connection with the within motion.

**C. Stay Extension to October 31, 2016**

46. FirstOnSite has been diligently working since the commencement of the CCAA Proceedings. Among other things, FirstOnSite has:

- (a) entered into the Transition Agreement;
- (b) resolved the Cure Costs Motion;
- (c) closed the Sale Transaction;
- (d) disclaimed the Disclaimed Contracts;
- (e) consulted with the Monitor with respect to certain distributions; and,
- (f) negotiated the CRO Agreement.

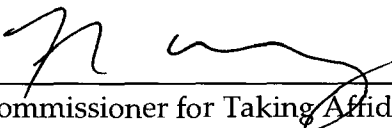
47. As noted above, the Stay Period granted under the Initial Order was extended by further orders of this Court to June 27, 2016. A further extension of the Stay Period to October 31, 2016 is necessary to provide FirstOnSite with sufficient time to complete the Outstanding Matters.

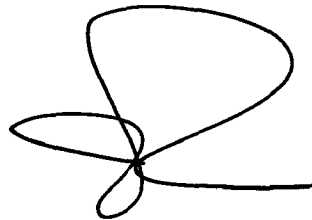
48. I am advised by Harvey Chaiton, that Capital supports the stay extension to October 31, 2016.

49. FirstOnSite has acted and continues to act in good faith and with due diligence. I do not believe that any creditor will suffer any material prejudice if the Stay Period is extended to October 31, 2016.

50. The stability provided by the stay of proceedings is critical to allow FirstOnSite to complete the Outstanding Matters in the CCAA Proceedings.

SWORN BEFORE ME at the  
Toronto, Province of Ontario, June  
22, 2016.

  
\_\_\_\_\_  
Commissioner for Taking Affidavits  
C. Heddon Murray  
LSUC#: 61640P

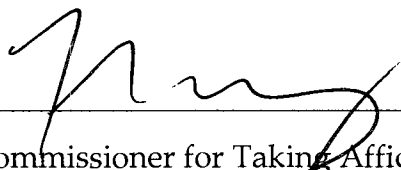


\_\_\_\_\_  
Kevin McElcheran



# EXHIBIT "A"

Exhibit "A" to the  
Affidavit of Kevin McElcheran  
sworn before me June 22, 2016.



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Commissioner for Taking Affidavits

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE MR ) THURSDAY, THE 21<sup>st</sup>  
 )  
JUSTICE NEWBOULD ) DAY OF APRIL, 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**

**AMENDED AND RESTATED INITIAL ORDER**

**THIS APPLICATION**, made by FirstOnSite G.P. Inc. ("**FirstOnSite GP**" or "**the Applicant**"), the general partner of FirstOnSite Restoration L.P. ("**FirstOnSite LP**", collectively with FirstOnSite GP, "**FirstOnSite**"), a limited partnership formed under the laws of Ontario, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of David Demos sworn April 20, 2016 and the Exhibits thereto (the "**Demos Affidavit**"), the pre-filing report of FTI Consulting Canada Inc. ("**FTI**"), dated April 20, 2016 (the "**Pre-Filing Report**") and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice of this application, and on hearing the submissions of counsel for FirstOnSite, FTI, 3297167 Nova Scotia Limited (the "**Purchaser**"), Wells Fargo Capital Finance Corporation Canada, the Business Development Bank of Canada ("**BDC**"), BDC Capital Inc. and the DIP Lender (as defined further below) no one appearing for any other party although duly served as appears from the affidavit of

service, filed, and on reading the consent of FTI to act as the Monitor (in such capacity, the “**Monitor**”),

#### **SERVICE**

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

#### **APPLICATION**

2. **THIS COURT ORDERS AND DECLARES** that FirstOnSite GP is a company to which the CCAA applies. Although not an Applicant, FirstOnSite LP shall enjoy the benefits of the protection and authorizations provided to the Applicant by this Order.

#### **PLAN OF ARRANGEMENT**

3. **THIS COURT ORDERS** that FirstOnSite GP shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

#### **POSSESSION OF PROPERTY AND OPERATIONS**

4. **THIS COURT ORDERS** that FirstOnSite shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, FirstOnSite shall continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property. FirstOnSite is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that FirstOnSite shall be entitled to continue to utilize the central cash management system currently in place as described in the Demos Affidavit or, with the consent of the Monitor and the DIP Lender, replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by FirstOnSite of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than FirstOnSite and the DIP Lender, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that, subject to availability under the DIP Facility (as defined further below) and in accordance with the Budget as defined in the DIP Agreement (as defined further below), FirstOnSite shall be entitled but not required to pay the following expenses whether incurred prior to, on or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, reasonable director fees, expenses and reimbursements payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by FirstOnSite in respect of these proceedings, at their standard rates and charges;

- (c) with the consent of the Monitor for amounts in excess of \$10,000 each, any amounts owing to or in respect of individuals working as independent contractors or temporary workers in connection with the FirstOnSite Business; and
- (d) amounts owing for goods and services actually supplied to FirstOnSite, or to obtain the release of goods contracted for, prior to the date of this Order, by suppliers with the consent of the Monitor for amounts in excess of \$10,000 each, if in the opinion of FirstOnSite, the supplier of the goods or services is critical to the FirstOnSite Business and ongoing operations of the FirstOnSite enterprise.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, and subject to availability under the DIP Facility and in accordance with the Budget, FirstOnSite shall be entitled but not required to pay all reasonable expenses incurred by FirstOnSite in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services;
- (b) payment for goods or services actually supplied to FirstOnSite following the date of this Order; and
- (c) the fees and disbursements of any Assistants retained or employed by FirstOnSite in respect of these proceedings, at their standard rates and charges.

8. **THIS COURT ORDERS** that, with the consent of the Monitor, and subject to availability under the DIP Facility and in accordance with the Budget, FirstOnSite shall be entitled but not required to pay all expenses and capital expenditures of FirstOnSite Restoration, Inc. ("FOS US") reasonably necessary for the preservation of FirstOnSite's Property and Business.

9. **THIS COURT ORDERS** that FirstOnSite shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by FirstOnSite in connection with the sale of goods and services by FirstOnSite, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by FirstOnSite.

10. **THIS COURT ORDERS** that until a real property lease is disclaimed or resiliated in accordance with the CCAA, FirstOnSite shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty,

common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between FirstOnSite and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. **THIS COURT ORDERS** that, except as specifically permitted herein, but subject to the Budget and the terms of the DIP Agreement, FirstOnSite is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by FirstOnSite to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

## **RESTRUCTURING**

12. **THIS COURT ORDERS** that FirstOnSite shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the DIP Agreement and the Definitive Documents (both as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$150,000 in any one transaction or \$1,000,000 in the aggregate;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate;
- (c) in accordance with paragraphs 13 and 14, and with the prior consent of the Monitor or further Order of the Court, vacate, abandon or quit the whole but



not part of any leased premises and/or disclaim or resiliate any real property lease and any ancillary agreements relating to any leased premise, in accordance with Section 32 of the CCAA;

- (d) with the prior consent of the Monitor or further Order of the Court, disclaim or resiliate any agreement to which the company is a party in accordance with Section 32 of the CCAA; and
- (e) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit FirstOnSite to proceed with an orderly restructuring of the Business (the "**Restructuring**").

13. **THIS COURT ORDERS** that FirstOnSite shall provide each of the relevant landlords with notice of FirstOnSite's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes FirstOnSite's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and FirstOnSite, or by further Order of this Court upon application by FirstOnSite on at least two (2) days notice to such landlord and any such secured creditors. If FirstOnSite disclaims or resiliates the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to FirstOnSite's claim to the fixtures in dispute.

14. **THIS COURT ORDERS** that if a notice of disclaimer or resiliation is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving FirstOnSite and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against FirstOnSite in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDINGS AGAINST FIRSTONSITE OR THE PROPERTY**

15. **THIS COURT ORDERS** that until and including May 20, 2016, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of FirstOnSite or the Monitor, or affecting the Business or the Property, except with the written consent of FirstOnSite and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of FirstOnSite or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

16. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of FirstOnSite or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of FirstOnSite and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower FirstOnSite to carry on any business which FirstOnSite is not lawfully entitled to carry

on, or (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA.

#### **NO INTERFERENCE WITH RIGHTS**

17. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by FirstOnSite, except with the written consent of FirstOnSite and the Monitor, or leave of this Court.

#### **CONTINUATION OF SERVICES**

18. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with FirstOnSite or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll and benefits services, insurance, vehicle and transportation services, temporary labour and staffing services, subcontractors, trade suppliers, equipment vendors and rental companies, utility or other services to the Business or FirstOnSite, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by FirstOnSite, and that FirstOnSite shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses, domain names and building and other permits, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by FirstOnSite in accordance with normal payment practices of FirstOnSite or such other practices as may be agreed upon by the supplier or service provider and each of FirstOnSite and the Monitor, or as may be ordered by this Court.

## TREATMENT OF LIEN CLAIMS

19. **THIS COURT ORDERS** that, without limiting the generality of paragraphs 15 to 18 hereof, the rights of any person who has supplied services and/or materials to FirstOnSite to preserve and perfect a lien under the *Construction Lien Act* (Ontario) or any applicable provincial equivalent (the "**Provincial Lien Legislation**") in respect of a project to which FirstOnSite is a contracting party (the "**FOS Lien Claims**") be and are hereby stayed and any person seeking to preserve, perfect or otherwise enforce such a claim shall be required to comply with the process and seek the rights and remedies set out in paragraphs 19 to 22 hereof subject to further Order of the Court.

20. **THIS COURT ORDERS** that any person who wishes to assert an FOS Lien Claim (a "**Lien Claimant**") shall serve a notice of such FOS Lien Claim setting out the amount and particulars thereof to the Monitor at [firstonsite@fticonsulting.com](mailto:firstonsite@fticonsulting.com) and copy, Goodmans LLP, counsel to the monitor at: [cdescours@goodmans.ca](mailto:cdescours@goodmans.ca) and Applicant c/o Stikeman Elliott LLP: [hmurray@stikeman.com](mailto:hmurray@stikeman.com) within the timeframes prescribed by the applicable Provincial Lien Legislation (a "**Lien Notice**") or such other time frame as may be ordered by the Court.

21. **THIS COURT ORDERS** that upon serving a Lien Notice, the Lien Claimant shall be entitled to a charge over the Property of FirstOnSite equivalent to the value that the Lien Claimant would otherwise be entitled to as a lien under the applicable Provincial Lien Legislation (the "**Lien Charge**").

22. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and elsewhere in this Order, is hereby authorized and empowered to review the Lien Notices and reduce or disallow the FOS Lien Claims set out therein, or refer such matter for determination by the Court, on notice to the applicable Lien Claimant. Any such Lien Claimant shall have 10 days to give notice to the Monitor and FirstOnSite that it intends seek a review by the Court of the decision of the Monitor on a motion before a judge of this Court.

23. **THIS COURT ORDERS** that nothing in paragraphs 19 to 22 hereof shall be construed as limiting or prejudicing the rights of the Monitor, FirstOnSite or any other interested party from challenging:

- (a) the validity or timeliness of a Lien Notice;
- (b) the validity or quantum of an FOS Lien Claim under the applicable Provincial Lien Legislation, except for failure to preserve a lien by registration;
- (c) a Lien Claimant's entitlement to a Lien Charge under paragraph 21 of this Order; or
- (d) the priority of a Lien Charge under paragraph 49 of this Order.

24. **THIS COURT ORDERS** that in connection with the matters in paragraphs 19 to 22 of this Order, the Monitor (i) shall have all of the protections given to it by the CCAA, this Order and any other orders of the Court in the CCAA Proceedings, (ii) shall incur no liability or obligation as a result of carrying out matters in connection with paragraphs 19 to 23 of this Order, (iii) shall be entitled to rely on the books and records of FirstOnSite and any information provided by FirstOnSite, all without independent investigation, (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, and (v) may seek such assistance as may be required to carry out matters in connection with paragraphs 19 to 23 of this Order from FirstOnSite or any of its subsidiaries.

#### **NON-DEROGATION OF RIGHTS**

25. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to

FirstOnSite. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

#### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

26. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

#### **ENGAGEMENT OF THE FINANCIAL ADVISOR**

27. **THIS COURT ORDERS** that the agreement dated as of October 31, 2015, engaging Alvarez & Marsal Canada Securities ULC (the "**Financial Advisor**") as financial advisor to FirstOnSite, a copy of which is attached as Exhibit "F" to the Demos Affidavit (the "**A&M Engagement Letter**"), and the retention of the Financial Advisor under the terms thereof are hereby approved, including, without limitation, the Success Fee (as the term is defined in the A&M Engagement Letter). The Financial Advisor shall be entitled to the benefit of and is hereby granted a charge (the "**Financial Advisor's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1.1 million, as security for the Success Fee. The Financial Advisor's Charge shall have the priority set out in paragraphs 49 and 51 herein.

#### **APPOINTMENT OF MONITOR**

28. **THIS COURT ORDERS** that FTI is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of

FirstOnSite with the powers and obligations set out in the CCAA or set forth herein and that FirstOnSite and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by FirstOnSite pursuant to this Order, and shall cooperate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

29. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor FirstOnSite's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist FirstOnSite, to the extent required by FirstOnSite, in its dissemination, to the DIP Lender and its counsel of financial and other information as agreed to between FirstOnSite and the DIP Lender and as contemplated to be provided to the DIP Lender pursuant to the DIP Agreement and the Definitive Documents;
- (d) advise FirstOnSite in its preparation of FirstOnSite's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the DIP Lender;
- (e) advise FirstOnSite in its development of the Plan and any amendments to the Plan;
- (f) assist FirstOnSite, to the extent required by FirstOnSite, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of FirstOnSite, to the extent that is necessary to adequately assess FirstOnSite's business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (i) perform such other duties as are required by this Order or by this Court from time to time.

30. **THIS COURT ORDERS** that the Monitor, in its capacity as Escrow Agent under the Escrow Agreement, in connection with the agreement of purchase and sale (the "APA") entered into as between FirstOnSite LP, by its general partner FirstOnSite GP, and the Purchaser, is authorized and empowered to (a) hold the Deposit in a segregated account in the name of the Monitor, and (b) release the Deposit as contemplated by the Escrow Agreement or subject to further Order of the Court, and the Monitor shall incur no liability with respect to the foregoing. Unless otherwise defined in this Order, each capitalized term in this paragraph shall have the meaning ascribed to it in the APA.

31. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

32. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a



spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

33. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of FirstOnSite and the DIP Lender with information provided by FirstOnSite in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by FirstOnSite is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and FirstOnSite may agree.

34. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

35. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to FirstOnSite shall be paid their reasonable fees and disbursements, in each case at their

standard rates and charges, by FirstOnSite as part of the costs of these proceedings. FirstOnSite is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for FirstOnSite on a weekly basis and, in addition, FirstOnSite is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to FirstOnSite, retainers in the amount of \$100,000 each to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

36. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

37. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and FirstOnSite's counsel and the Financial Advisor (in respect of their monthly fees and expenses as set out in the A&M Engagement Letter) shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1 million, as security for the professional fees and disbursements, incurred at standard rates and charges, of the Monitor, counsel to the Monitor and counsel to FirstOnSite, and, in the case of the Financial Advisor, pursuant to the A&M Engagement Letter, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 49 and 51 hereof.

#### **DIP FINANCING**

38. **THIS COURT ORDERS** that FirstOnSite is hereby authorized and empowered to obtain and borrow under a credit facility (the "**DIP Facility**") from Wells Fargo Capital Finance Corporation Canada (the "**DIP Lender**"), in order to finance FirstOnSite's working capital requirements and other general corporate purposes, expenses relating to these CCAA proceedings, and capital expenditures, provided that

borrowings under such DIP Facility shall not exceed the availability under the DIP Facility and, in any event, shall not exceed \$15 million, subject to the further Order of this Court.

39. **THIS COURT ORDERS** that the DIP Facility shall be on the terms and subject to the conditions set forth in the DIP Agreement attached to the Demos Affidavit as **Exhibit "H"** (the "**DIP Agreement**"), and the Definitive Documents.

40. **THIS COURT ORDERS** that the DIP Facility and the DIP Agreement are hereby approved.

41. **THIS COURT ORDERS** that FirstOnSite is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the DIP Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and FirstOnSite is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Agreement and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

42. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure any obligation to the ABL Lender (as defined in the Demos Affidavit) that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 49 and 51 hereof.

43. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the DIP Agreement, the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon five (5) days' notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against FirstOnSite or the Property under or pursuant to the DIP Agreement, the Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to FirstOnSite and set off and/or consolidate any amounts owing by the DIP Lender to FirstOnSite against the obligations of FirstOnSite to the DIP Lender under the DIP Agreement, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against FirstOnSite and for the appointment of a trustee in bankruptcy of FirstOnSite; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of FirstOnSite or the Property.

44. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by FirstOnSite LP under the CCAA, or any proposal filed by FirstOnSite under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the DIP Agreement or Definitive Documents.

**KEY EMPLOYEE RETENTION PLAN ("KERP")**

45. **THIS COURT ORDERS** that the KERP, as described in the Demos Affidavit, the details of which are included in the Confidential Supplement to the Pre-Filing Report, is

hereby approved and FirstOnSite is authorized and directed to make payments in accordance with the terms thereof.

46. **THIS COURT ORDERS** that the KERP Participants (as such term is defined in the Demos Affidavit) shall be entitled to the benefit of and are hereby granted a charge (the “KERP Charge”) on the Property, which charge shall not exceed an aggregate amount of \$2.26 million, to secure the amounts payable to the KERP Participants pursuant the KERP.

47. **THIS COURT ORDERS** that the KERP Charge shall have the priority set out in paragraphs 49 and 51 herein.

48. **THIS COURT ORDERS** that the summary of the KERP included in the Confidential Supplement to the Pre-Filing Report be sealed, kept confidential and not form part of the public record, but rather shall be placed separate and apart from all other contents of the Court File, in a sealed envelope attached to a notice that sets out the title of these proceedings a statement that the contents are subject to a sealing order and shall only be opened upon further Order of this Court.

#### **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

49. **THIS COURT ORDERS** that the priorities of the Administration Charge, the DIP Lender’s Charge, the KERP Charge, the Financial Advisor’s Charge, the Lien Charge, as among them, shall be as follows:

- First - the Administration Charge, to a maximum amount of \$1 million;
- Second - the DIP Lender’s Charge, to a maximum amount of \$15 million;
- Third - the KERP Charge, to a maximum amount of \$2.26 million;
- Fourth - the Financial Advisor’s Charge, to a maximum amount of \$1.1 million; and

Fifth - the Lien Charge, to the extent necessary to secure such Lien Claims as may arise (provided that the Lien Charge shall rank subordinate to the security interests granted in favour of Wells Fargo Capital Finance Corporation Canada, as agent and lender thereto, securing the performance of the obligations under the credit agreement dated November 25, 2014 (as amended) ("**Wells Pre-filing Security**") and the security interests granted in favour of BDC securing the performance of the obligations under the credit agreement dated November 25, 2014 ("**BDC Pre-filing Security**").

50. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge, the DIP Lender's Charge, the KERP Charge, the Financial Advisor's Charge, and the Lien Charge, (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

51. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, notwithstanding the order of perfection or attachment, except any claims of any person against FirstOnSite for amounts owing for services and/or materials supplied that have priority over Encumbrances by statute (other than the Lien Charge, which shall rank subordinate to the Wells Pre-filing Security and the BDC Pre-filing Security, but otherwise enjoys the same priority as the other Charges, subject to paragraph 49, above.)

52. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, nothing in this Order shall affect or otherwise alter the priority of any claims of any Person in respect of amounts owing to any such Person by FirstOnSite in respect of

supplied services or materials that are given priority over other Encumbrances by statute.

53. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, FirstOnSite shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless FirstOnSite also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Charges, or further Order of this Court.

54. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds FirstOnSite, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Agreement or the Definitive Documents shall create or be deemed to constitute a breach by FirstOnSite of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from FirstOnSite entering into the DIP Agreement, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

- (c) the payments made by FirstOnSite pursuant to this Order, the DIP Agreement or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

55. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in FirstOnSite's interest in such real property leases.

### **SERVICE AND NOTICE**

56. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in the Globe & Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against FirstOnSite of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner (provided that the list shall not include the names, addresses or estimated amounts of the claims of those creditors who are individuals or any personal information in respect of an individual), all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

57. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil



Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <http://cfcanada.fticonsulting.com/firstonsite>.

58. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, FirstOnSite and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to FirstOnSite's creditors or other interested parties at their respective addresses as last shown on the records of FirstOnSite and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

59. **THIS COURT ORDERS** that FirstOnSite or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

60. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of FirstOnSite, the Business or the Property.

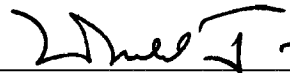
61. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist FirstOnSite, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to FirstOnSite and to the Monitor, as an officer of

this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist FirstOnSite and the Monitor and their respective agents in carrying out the terms of this Order.

62. **THIS COURT ORDERS** that each of FirstOnSite and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

63. **THIS COURT ORDERS** that any interested party (including FirstOnSite and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

64. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.



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

MAY 02 2016

PER / PAR: RW

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

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

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE -  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AMENDED AND RESTATED  
INITIAL ORDER**

**STIKEMAN ELLIOTT LLP**  
Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street  
Toronto, Canada M5L 1B9

**Maria Konyukhova LSUC#: 52880V**  
Tel: (416) 869-5230  
Email: mkonyukhova@stikeman.com

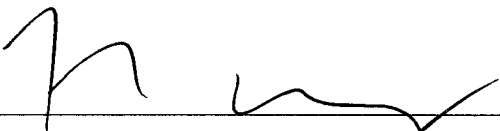
**C. Haddon Murray LSUC#: 61640P**  
Tel: (416) 869-5239  
Email: hmurray@stikeman.com

**Vlad Calina LSUC#: 69072W**  
Tel: (416) 869-5202  
Email: vcalina@stikeman.com  
Fax: (416) 948-0866

**Lawyers for the Applicant**

# EXHIBIT “B”

Exhibit "B" to the  
Affidavit of Kevin McElcheran  
sworn before me June 22, 2016.



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Commissioner for Taking Affidavits

## TRANSITION AGREEMENT

This agreement is made as of this 1st day of June, 2016,

BETWEEN:

**3297167 NOVA SCOTIA LIMITED,**

(the **Purchaser**)

AND:

**FIRSTONSITE RESTORATION L.P,**

(by its general partner **FIRSTONSITE G.P. INC.**),

(collectively, the **Vendor**)

### RECITALS:

- A. **WHEREAS** the Vendor obtained an Order of the Ontario Superior Court of Justice (Commercial List) (the **Court**) on April 21, 2016, granting the Vendor protection under the *Companies' Creditors Arrangement Act* (Canada);
- B. **AND WHEREAS** the Vendor obtained an Order from the Court on May 9, 2016, as amended, a copy of which is attached as Schedule "A" hereto, (the **Approval and Vesting Order**), among other things, approving the sale transaction (the **Sale Transaction**) contemplated under the asset purchase agreement (as amended and as it may be further amended, the **APA**) made and entered into between the Vendor and the Purchaser on April 20, 2016 for the sale of the Purchased Assets (as defined in the APA) and vesting the Vendor's right, title and interest in the Purchased Assets in the Purchaser, free and clear of any Claims and Encumbrances upon the delivery of the Monitor's Certificate (as such terms are defined in the Approval and Vesting Order);
- C. **AND WHEREAS** the Approval and Vesting Order authorized and directed the Vendor and the Monitor to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Sale Transaction and for the conveyance of the Purchased Assets to the Purchaser;
- D. **AND WHEREAS** the Purchased Assets include the Quebec Contracts (as defined below);
- E. **AND WHEREAS** the Purchaser requires the Vendor to hold temporarily certain contracts, purchase orders and related documents or arrangements between the Vendor and certain customers which relate to work for which the Existing Quebec Licence (as defined below) or an equivalent replacement licence is required by Applicable Law (the **Quebec Contracts**), and the Vendor has agreed to do so until the delivery of the Transition Date Notice and the Subsequent Monitor's Certificate (each as defined below);
- F. **AND WHEREAS** at the request of the Purchaser, the Vendor obtained an amendment to the Approval and Vesting Order that provides for the vesting in the Purchaser of the Vendor's right, title and interest in the Quebec Contracts upon delivery of the Subsequent Monitor's Certificate and for security over the Quebec Contracts;
- G. **AND WHEREAS** the Purchaser believes that it is necessary for the preservation of the value of the Quebec Contracts that the Purchaser continues to perform the Work (as defined below); and

- H. **AND WHEREAS** in furtherance of the foregoing the Vendor is willing to continue to perform the Work on the terms and subject to the conditions of this Agreement as set forth herein, and the Purchaser has agreed to provide the Vendor certain services and supplies.

**NOW THEREFORE, FOR VALUE RECEIVED**, the parties agree as follows:

## **Section 1 - INTERPRETATION**

### **1.1 Definitions.**

In this Agreement, unless otherwise defined, the following capitalized terms have the following meanings:

- (a) **Agreement** means this transition agreement, as may be amended or amended and restated from time to time;
- (b) **APA** has the meaning ascribed to it in the recitals;
- (c) **Approval and Vesting Order** has the meaning ascribed to it in the recitals;
- (d) **Commercially Reasonable Efforts** means the efforts that a reasonable and prudent person who desires to achieve a business result would use in similar circumstances to ensure that such result is achieved as expeditiously as possible in the context of a commercial transaction;
- (e) **Court** has the meaning ascribed to it in the recitals;
- (f) **Existing Quebec Licence** means the licence delivered to the Vendor by the Régie du bâtiment du Québec, pursuant to the *Builder's Act* (Quebec), and bearing number 8353-0295-53 as in existence as of the date of this Agreement;
- (g) **Indemnity Claims** has the meaning ascribed to it in Section 6.1;
- (h) **Interim Period** has the meaning ascribed to it in Section 2.2;
- (i) **New Quebec Licence** means the licence to be delivered to the Purchaser by the Régie du bâtiment du Québec pursuant to the *Builder's Act* (Quebec) and necessary for the lawful execution by the Purchaser of certain construction work (within the meaning of the *Builder's Act* (Quebec)) in the course of the normal operation of the Business, including, without limitation, in the performance of the Quebec Contracts;
- (j) **Purchaser** has the meaning ascribed to it in the recitals;
- (k) **Purchaser Services and Supplies** has the meaning ascribed to it in Section 3.1;
- (l) **Quebec Contracts** has the meaning ascribed to it in the recitals;
- (m) **Subsequent Monitor's Certificate** has the meaning ascribed to it in the Approval and Vesting Order;
- (n) **Transition Date** means the date on which the Purchaser delivers the Transition Date Notice;

- (o) **Transition Date Notice** means a written notice delivered by the Purchaser to the Vendor and the Monitor confirming that the Quebec Contracts are to be transferred and assigned to the Purchaser;
- (p) **Transition Expenses** means all out-of-pocket costs and expenses of the Vendor plus applicable taxes (including the reasonable fees and disbursements of its counsel) incurred in carrying out its obligations in respect of the Work;
- (q) **Vendor** has the meaning ascribed to it in the recitals; and
- (r) **Work** has the meaning ascribed to it in Section 2.3.

## 1.2 Other Definitions

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the APA.

## 1.3 Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein” and “hereunder” and similar expressions refer to this Agreement and not to any particular section hereof.

## 1.4 Extended Meanings

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term “including” means “including, without limitation,” and such terms as “includes” have similar meanings.

# Section 2 - QUEBEC CONTRACTS AND TRANSITION WORK

## 2.1 Vesting of Quebec Contracts

The parties hereby agree that the Quebec Contracts will not vest in the Purchaser until the Monitor’s delivery of the Subsequent Monitor’s Certificate.

Upon the delivery to the Purchaser and the Vendor of the Subsequent Monitor’s Certificate, all of the Vendor’s rights, title and interest in and to the Quebec Contracts shall vest in the Purchaser free and clear of all Claims and Encumbrances (as such terms are defined in the Approval and Vesting Order) pursuant to and in accordance with the Approval and Vesting Order. For greater certainty, all Purchased Assets (including all Accounts Receivables) other than Quebec Contracts shall vest in the Purchaser, free and clear of all Claims and Encumbrances, at the time of the filing of the Monitor’s Certificate.

## 2.2 Negative Covenants

Subject to the performance by the Purchaser of its obligations under Sections 2.4 and 3.1, from the date hereof to and including the Transition Date (such period being the **Interim Period**), the Vendor agrees to refrain from:

- (a) taking any positive action which would adversely affect the value of the Quebec Contracts ;
- (b) taking any positive action that may result in the suspension, cancellation or reduction in scope of the Existing Quebec License;



- (c) amending, altering, terminating, assigning, selling, transferring or otherwise disposing of, granting any lien, charge or other security upon or otherwise dealing with the Quebec Contracts, unless the Vendor has received written consent or instructions from the Purchaser to take such action; and
- (d) terminating or otherwise altering the terms of employment of Mr. Anthony Infantino, as a full-time manager and as the respondent of the Existing Quebec Licence, unless otherwise agreed by the Purchaser.

### 2.3 Transition Work

Subject to the performance by the Purchaser of its obligations under Sections 2.4 and 3.1, during the Interim Period, the Vendor will continue to perform the construction or restoration work for which the Existing Quebec Licence is required under the Quebec Contracts (the **Licensed Business**) in accordance with the Quebec Contracts (the **Work**) by using the Purchaser Services and Supplies.

### 2.4 Transition Expenses

The Purchaser agrees to pay all Transition Expenses incurred by the Vendor in the provision of the Work, and all costs of employment (and any associated employment benefits and employment taxes) of Mr. Anthony Infantino.

### 2.5 Payment and Conduct of Licensed Business During Interim Period

During the Interim Period, the Vendor shall:

- (a) preserve the confidentiality of any confidential or proprietary information of the Business or the Purchaser, other than as required by Applicable Law;
- (b) make available to the Purchaser the services and assistance of Mr. Anthony Infantino (unless he is no longer employed by the Vendor) for the purposes of the Purchaser obtaining a New Quebec Licence;
- (c) use its Commercially Reasonable Efforts to provide information requested by the regulator in order to maintain the existence of the Existing Quebec License;
- (d) promptly pay to the Purchaser any payments received by the Vendor from customers that relate to the Quebec Contracts; and
- (e) periodically report to the Purchaser and any consultant or agent appointed by it concerning material matters relating to the Licensed Business.

## **Section 3 - AGREEMENTS OF PURCHASER**

### 3.1 Assistance and Cooperation of Purchaser

During the Interim Period, the Purchaser agrees that it will provide to the Vendor (the **Purchaser Services and Supplies**):

- (a) assistance and services of the former employees of the Vendor retained by the Purchaser;
- (b) access to and use of all facilities, office and storage space, personnel, vehicles, equipment, tools, administrative support, insurance coverage, records and systems relating to the Licensed Business;

- (c) assistance with payroll relating to the employment of Mr. Anthony Infantino, including making, on behalf of the Vendor, withholdings required by Applicable Law; and
- (d) all construction and restoration materials and supplies,

to the extent required for the performance of the Work and the conduct of the Licenced Business by the Vendor during the Interim Period.

### **3.2 Level of Service**

The Purchaser agrees to provide the Purchaser Services and Supplies: (i) in accordance with the standards, practices and policies of the Vendor applicable to such activities in effect immediately prior to the Closing Date; (ii) in compliance with all Applicable Laws; (iii) with a reasonable degree of care, skill and diligence which will not be lower than the level of care, skill and diligence with which the Purchaser's employees performed any of the Work for the benefit of the Vendor prior to Closing; and in accordance with Commercially Reasonable Efforts.

### **3.3 New Quebec Licence**

The Purchaser agrees to use Commercially Reasonable Efforts to promptly obtain the New Quebec Licence.

## **Section 4 - SECURITY**

### **4.1 Security**

As security for the obligations of the Vendor hereunder including without limitation its obligations to deliver the Quebec Contracts upon receipt of the Transition Date Notice, the Vendor shall grant the Purchaser a first-ranking security interest in, and a movable hypothec over, the Quebec Contracts together with all of the Vendor's right, title, benefits and interest in, to and under the Quebec Contracts, all accounts and monies payable or accruing due to the Vendor pursuant to or in connection with the Quebec Contracts or at any time derived from it, monies and other benefits otherwise held or accumulated in connection with the Quebec Contracts or for the purposes of the Quebec Contracts and all proceeds of the foregoing (it being specifically acknowledged by the Vendor that all Accounts Receivables relating to the Quebec Contracts are Purchased Assets and therefore owned by the Purchaser), which security shall be created and evidenced pursuant to the Approval and Vesting Order Contract. Notwithstanding section 5.1, the security interest and hypothec shall continue until all obligations of the Vendor hereunder shall have been discharged in full.

## **Section 5 - TERM AND TERMINATION**

### **5.1 Term and Termination**

Subject to Section 5.2, the term of this Agreement will commence on the date hereof and will continue until the earlier of:

- (a) the date on which the Purchaser delivers the Transition Date Notice to the Vendor and the Monitor and the Monitor delivers the Subsequent Monitor's Certificate;
- (b) upon notice by the Vendor to the Purchaser following any material breach by the Purchaser of the terms of this Agreement (it being agreed that any breach of Section 2.4 shall be considered material) which breach has not been cured within ten business days of notice of such breach having been provided by the Vendor to the Purchaser; and
- (c) August 31, 2016.

## 5.2 Effect of Termination

Upon termination of this Agreement in accordance with Section 5.1, the parties will be released from all further obligations to each other hereunder, with the exception of Sections 1, 2.3 and 6, which will survive such termination; provided however that the rights and obligations of the parties under Section 6.1 will continue in effect until the date that is one year after the date of such termination, at which time the parties will be released from all further obligations to each other under such Section. For greater certainty, termination of this Agreement shall not release any party from any liability arising as a result of a breach of this Agreement prior to such termination.

## Section 6 - INDEMNITY

### 6.1 Indemnity

The Purchaser hereby indemnifies and saves harmless the Vendor, the Monitor and each of their securityholders, officers, employees, directors, Affiliates, partners, agents and advisors from and against all claims, demands, liabilities, debts, dues, actions, causes of actions, suits, proceedings, judgments, expenses and disbursements of any nature whatsoever (collectively, **Indemnity Claims**) arising from actions of the Vendor in its performance of the Work as contemplated in Section 2 hereof, save and except from any such Indemnity Claims arising solely from the Vendor's willful misconduct, bad faith or fraud; provided that the Indemnity Claims relate to the Work from and after the date of this Agreement and not to any prior conduct of the Vendor.

## Section 7 - GENERAL

### 7.1 Further Assurances

Each of the parties shall, at the request and expense of the Purchaser, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such documents and further assurances as may be reasonably necessary to give effect to this Agreement.

### 7.2 Limitation on Remedies

Notwithstanding anything that may be expressed or implied in this Agreement or any document or instrument delivered in connection herewith, and notwithstanding the fact that the Vendor may be a partnership, by its acceptance of the benefits of this Agreement, the Purchaser acknowledges and agrees that, subject to the Purchaser's ability to enforce the charge granted in its favour pursuant to the Approval and Vesting Order, in no event shall the Purchaser have the right to seek, or seek or permit to be sought on its behalf or on behalf of any other Person, any recovery or remedy (whether in law or in equity), judgment or damages of any kind, including consequential, indirect, or punitive damages, from any officer, director, partner, control person, Affiliate, representative, agent or employee of the Vendor, or any direct or indirect holder of any equity interests or securities of the Vendor (collectively, the **Non-Recourse Parties**), in connection with this Agreement or the Work performed by the Vendor hereby. The Purchaser acknowledges and agrees that it has no right of recovery against, and no personal liability shall attach to, in each case with respect to damages or any other recovery, any Person, whether by or through attempted piercing of the corporate or limited partnership veil, by or through a claim by or on behalf of the Purchaser against the Vendor or any other Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable law, or otherwise.

### 7.3 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered personally or transmitted by fax, with confirmation, or e-mail, with read receipt, addressed

(a) in the case of the Vendor, as follows:

FirstOnSite Restoration L.P.  
c/o Stikeman Elliott LLP  
5300 Commerce Court West  
199 Bay Street  
Toronto, Ontario M5L 1B9

Attention: Brian Pukier  
E-mail: [bpukier@stikeman.com](mailto:bpukier@stikeman.com)

with copies to the Monitor (as set out below in the address for notice to the Monitor) and to Stikeman Elliott LLP

(b) and in the case of the Monitor, as follows:

FTI Consulting Canada Inc.

TD Waterhouse Tower  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, Ontario M5K 1G8

Attention: Paul Bishop  
E-mail: [paul.bishop@fticonsulting.com](mailto:paul.bishop@fticonsulting.com)

with a copy to:

Goodmans LLP  
Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, Ontario  
M5H 2S7 Canada

Attention: Rob Chadwick  
E-mail: [rchadwick@goodmans.ca](mailto:rchadwick@goodmans.ca)

(c) and in the case of the Purchaser, as follows:

3297167 Nova Scotia Limited

c/o Delos Capital  
101 Fifth Avenue  
Suite 601  
New York, NY 10003

Attention: Matt Constantino  
E-mail: [mconstantino@deloscap.com](mailto:mconstantino@deloscap.com)

with a copy to Goodwin Procter LLP:

Goodwin Procter LLP  
The New York Times Building  
620 Eighth Avenue

New York, NY 10018

Attention: Chistian Nugent  
Liam Timoney  
E-mail: [cnugent@goodwinprocter.com](mailto:cnugent@goodwinprocter.com)  
[ltimoney@goodwinprocter.com](mailto:ltimoney@goodwinprocter.com)

and an additional copy to Norton Rose Fulbright Canada LLP:

Norton Rose Fulbright Canada LLP  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 3800  
Toronto, Ontario M5J 2Z4

Attention: Virginie Gauthier  
E-mail: [virginie.gauthier@nortonrosefulbright.com](mailto:virginie.gauthier@nortonrosefulbright.com)

Any such notice or other communication, if given by personal delivery, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by fax or e-mail before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by fax or e-mail after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

#### 7.4 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the parties hereto or by their respective solicitors.

#### 7.5 Currency

Except where otherwise indicated, all references herein to money amounts are in Canadian currency.

#### 7.6 Benefit of Agreement; Assignment

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned without the prior written consent of the other parties hereto, except that the parties acknowledge and agree that a trustee in bankruptcy of the Vendor will be entitled to assert the rights of the Vendor hereunder provided that it agrees to perform the obligations of the Vendor hereunder.

#### 7.7 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings. This Agreement may not be amended or modified in any respect except by written instrument executed by the parties.

#### 7.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with the Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

#### 7.9 Severability

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provisions validity or enforceability in any other jurisdiction.

#### **7.10 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

#### **7.11 Counterparts**


This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first above written.

**VENDOR**

**FIRSTONSITE RESTORATION LP  
by its general partner, FIRSTONSITE G.P. INC.**

Per:   
Name:  
Title:

**PURCHASER**

**3297167 NOVA SCOTIA LIMITED**

Per: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first above written.

**VENDOR**

**FIRSTONSITE RESTORATION LP  
by its general partner, FIRSTONSITE G.P. INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**PURCHASER**

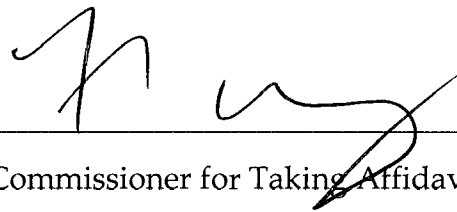
**3297167 NOVA SCOTIA LIMITED**

Per:  \_\_\_\_\_  
Name:  
Title:



# EXHIBIT "C"

Exhibit "C" to the  
Affidavit of Kevin McElcheran  
sworn before me June 22, 2016.



---

Commissioner for Taking Affidavits

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE ~~MR.~~ MADAM )  
JUSTICE ~~NEWBOULD~~ SWINTON )  
MONDAY, THE 9TH  
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**



**AMENDED AND RESTATED APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by FirstOnSite G.P. Inc. (the "**Applicant**"), for an order, *inter alia*:  
(i) approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated April 20, 2016 (the "**Sale Agreement**") between FirstOnSite Restoration L.P. by its general partner FirstOnSite G.P. Inc. (the "**Vendors**") and 3297167 Nova Scotia Limited (the "**Purchaser**") and appended to the Affidavit of Kevin McElcheran dated April 26, 2016 (the "**Sale Approval Affidavit**"); and (ii) vesting in the Purchaser the Vendors' right, title and interest in and to the assets described in the Sale Agreement ("**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion of the Applicant, the Sale Approval Affidavit and the Exhibits attached thereto, the affidavit of Adam Zalev, sworn April 26, 2016 and the Exhibits attached thereto (the "**Financial Advisor's Affidavit**"), the Second Report of FTI Consulting Canada Inc., in its capacity as Monitor of the Vendors (the "**Monitor**"), and on being advised that those parties disclosed on the Service List attached to the Motion Record were given notice, and on hearing the submissions of counsel for the Monitor, the Vendors and the Purchaser and

the other parties appearing, no one appearing for any other person on the service list, although properly served as appears from the affidavits of Vlad Calina, sworn April 28, 2016 and May 6, 2016 and the affidavits of Teresa Koren, sworn April 29, 2016 and May 3, 2016, filed, and on reading the Affidavit of Alexander Schmitt, sworn June 1, 2016, to which is appended a copy of the form of transition agreement to be entered into among the Purchaser and the Vendors (the "**Transition Agreement**").

1. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meaning given to them in the Sale Agreement and the Transition Agreement.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement and the Transition Agreement by the Vendors is hereby authorized and approved, with such minor amendments as the Vendors and the Purchaser, with the approval of the Monitor, may agree upon. The Vendors are hereby authorized and directed, and the Monitor is authorized and empowered, to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS** that the Vendors are authorized and directed to perform their obligations under the Sale Agreement, the Transition Agreement and any ancillary documents related thereto.

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Monitor's Certificate**"), all of the Vendors' right, title and interest in and to the Purchased Assets (other than all contracts which relate to work for which Applicable Law requires the existing licence delivered to the Vendor by the Régie du bâtiment du Québec, pursuant to the *Builder's Act* (Quebec) and bearing number 8353-0295-53, or a licence in replacement thereof (such contracts being the "**Quebec Contracts**")), the proceeds thereof and the proceeds from the Quebec Contracts (including, for greater certainty, any funds received by the Purchaser on account of any Accounts Receivable) shall vest absolutely in the Purchaser, free and clear of and from any and all ownership claims, security interests (whether contractual, statutory, or

otherwise), hypothecs, mortgages, pledges, trusts, constructive trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, encumbrances, obligations, liabilities, claims, demands, guarantees, set-off, liens, executions, levies, charges, or other financial or monetary claims, adverse claims, or rights of use, puts or forced sale provisions exercisable as a consequence of or arising from closing of the Transaction whether arising prior to or subsequent to the commencement of the CCAA proceedings, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, legal equitable, possessory or otherwise (collectively, the “Claims”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Newbould dated April 21, 2016 (as amended, and as it may be amended, the “Initial Order”), and any subsequent charges created by the Court; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (Alberta), the *Personal Property Security Act* (British Columbia), the *Personal Property Security Act* (Manitoba), the *Personal Property Security Act* (New Brunswick), the *Personal Property Security Act* (Nova Scotia), the *Personal Property Security Act* (Prince Edward Island), the Civil Code of Quebec, the *Personal Property Security Act* (Saskatchewan) or any other personal property registry system; and (iii) those Claims listed on Schedule “B” hereto (all of which are collectively referred to as the “Encumbrances”, which term shall not include the Permitted Encumbrances) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets other than the Quebec Contracts.

4A. **THIS COURT ORDERS AND DECLARES** that upon the delivery of the Monitor’s Certificate, all Claims and Encumbrances (other than the Quebec Contracts Charge (as defined below)) affecting or relating to the Quebec Contracts are hereby expunged and discharged as against the Quebec Contracts.

4B. **THIS COURT ORDERS AND DECLARES** that upon the delivery by the Monitor of a certificate to the Purchaser substantially in the form attached as Schedule C hereto (the “Subsequent Monitor’s Certificate”), all of the Vendors’ right, title and interest in and to the Quebec Contracts shall vest absolutely in the Purchaser free and clear of and from any and all Claims arising after delivery of the Monitor’s Certificate including, without limiting the

generality of the foregoing, any Encumbrances arising after delivery of the Monitor's Certificate, and all of the Encumbrances affecting or relating to the Quebec Contracts are hereby expunged and discharged as against the Quebec Contracts.

5. **THIS COURT ORDERS** that notwithstanding anything in this Order or the Sale Agreement, no right, title or interest of the Vendor in the lease agreements with Jim Pattison Industries Ltd. ("JPL"), or the assets subject to the lease agreements, shall transfer or vest in the Purchaser, until the assignment of such lease agreements to the Purchaser either on consent or subject to assignment under section 11.3 of the CCAA, and such right, title and interest shall transfer subject to JPL's interest in the lease agreements.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall be paid to the Monitor as set out in the Sale Agreement and shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. The Monitor is hereby authorized and empowered to hold the net proceeds from the sale of the Purchased Assets delivered to it pursuant to the Sale Agreement pending further order of the Court.

7. **THIS COURT ORDERS AND DIRECTS** the Monitor, in its capacity as Escrow Agent, to:

- (a) from and after the Closing Time, hold the Potential Trust Claimant Reserve in escrow as set out in the Escrow Agreement; and
- (b) release the Potential Trust Claimant Reserve, or any portion thereof, at such times and in such amounts as are contemplated by the Escrow Agreement or as otherwise ordered by the Court,

and in each case the Monitor shall incur no liability with respect to the foregoing.

8. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate and the Subsequent Monitor's Certificate, in each case forthwith after delivery thereof.

9. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Vendors and the Purchaser regarding fulfillment of conditions to closing under the Sale Agreement as well as delivery of the Transition Date Notice, and shall incur no liability with respect to the delivery of the Monitor's Certificate and the Subsequent Monitor's Certificate.

10. **THIS COURT ORDERS** that, provided that the Sale Agreement has not been terminated, any plan of compromise or arrangement that may be filed by the Vendors shall not derogate or otherwise affect any right or obligation of the Vendors or the Purchaser under the Sale Agreement or the Transition Agreement unless otherwise agreed by the Vendors and the Purchaser.

10A. **THIS COURT ORDERS** that, notwithstanding anything to the contrary in the Initial Order or any subsequent Order of the Court, from and after such time as the Monitor's Certificate is delivered and to until such time as the Subsequent Monitor's Certificate is delivered, the Purchaser shall be entitled to the benefit of and is hereby granted a charge (the "Quebec Contracts Charge") on the Quebec Contracts to secure the Vendor's obligations under the Sale Agreement and Transition Agreement to assign and convey the Quebec Contracts to the Purchaser, which charge shall rank first on the Quebec Contracts, and such Quebec Contracts Charge shall be deemed a "Charge" for all purposes under the Initial Order.

11. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Vendors and the Monitor are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendors' records pertaining to the Vendors past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendors.

12. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Vendors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Vendors;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendors and shall not be void or voidable by creditors of the Vendors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

13. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

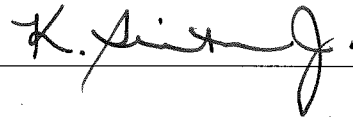
14. **THIS COURT ORDERS** that (i) on or after the Closing Date, the Vendors are hereby permitted to execute and file articles of amendment or such other documents or instruments as may be required to change their respective legal names in accordance with section 10.3 of the Sale Agreement, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective and shall be accepted by the applicable Governmental Authority without the requirement (if any) of obtaining director, partner or shareholder approval pursuant to any federal or provincial legislation; and (ii) upon the official change to the legal names of the Vendors that is occur in accordance with section 10.3 of the Sale Agreement, the names of the Vendors in the within title of proceedings shall be deleted and replaced with the new legal names of the Vendors, and any document filed thereafter in these proceedings (other than the Monitor's Certificate) shall be filed using such revised title of proceedings.

15. **THIS COURT ORDERS** that the Confidential Exhibits to the Sale Approval Affidavit and the Financial Advisor Affidavit shall be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court



File, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of the Court.

16. **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 Vendors and 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 Vendors and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Vendors and the Monitor and their respective 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:

JUN 01 2016

PER / PAR: *RW*

**Schedule A - Form of Monitor's Certificate**

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

**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**

**MONITOR'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (the "**Court**") dated April 21, 2016, FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of FirstOnSite G.P. Inc. and FirstOnSite Restoration L.P. (collectively, the "**Vendors**") in respect of these CCAA Proceedings.

B. Pursuant to an Order of the Court dated May 9, 2016 (as amended, the "**Approval and Vesting Order**"), the Court, among other things, (a) approved the sale transaction contemplated by the agreement of purchase and sale made as of April 20, 2016 (the "**Sale Agreement**") between the Vendors and 3297167 Nova Scotia Limited (the "**Purchaser**"); (b) provided for the vesting in the Purchaser of the Vendors' right, title and interest in and to the Purchased Assets (other than the Quebec Contracts), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the Monitor has received the Closing Cash Payment to be delivered to it in accordance with Section 3.2(b) of the Sale Agreement; and (ii) that the conditions to Closing under the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser (as applicable); and (c) provided that all Claims and Encumbrances (other than the

Quebec Contracts Charge) would be expunged and discharged against the Quebec Contracts upon the delivery by the Monitor of the same such certificate.

C. Pursuant to the Approval and Vesting Order, the Monitor may rely on written notice from the Vendors and the Purchaser regarding fulfillment of conditions to closing under the Sale Agreement.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement and the Approval and Vesting Order.

**THE MONITOR CERTIFIES** the following:

1. The Vendors and the Purchaser have each delivered written notice to the Monitor that all applicable conditions under the Sale Agreement have been satisfied and/or waived, as applicable.
2. The Monitor has received that portion of the Closing Cash Payment to be delivered to it in accordance with Section 3.2(b) of the Sale Agreement.
3. This Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_, 2016.

**FTI Consulting Canada Inc., in its capacity as  
Monitor of the Vendors, and not in its  
personal or corporate capacity**

Per: \_\_\_\_\_

Name:

Title:

**Schedule B – Claims to be released, discharged and expunged from Purchased Assets  
upon delivery of the Monitor’s Certificate**

1. The security granted by one or both of the Vendors under the following personal property system registrations:

Secured Party	Jurisdiction of Personal Property Registration									
	Alberta Reg. No.	BC Reg. No.	Manitoba Reg. No.	NB Reg. No.	Nova Scotia Reg. No.	Ontario Reg. No.	PEI Reg. No.	Quebec Reg. No.	Sask. Reg. No.	Nfld. Reg. No.
Torquest Partners Fund II, L.P.	10122318161	926057F (with renewal #593659G and #244785H)	201021420102	19617349	17547563	201012231124 1590 4247	2597513		300670830	
2123101 Ontario Inc.	10122318199	926059F (with amendment #593492G, and renewal #593654G and #244807H)	201021420307	19617398	17547589	201012231126 1590 4248 (with amendment #201202171159 1590 6405, and renewal #201202171451 1590 6436 and #201303191044 1590 7241)	2597522		300670832	
1347605 Ontario Ltd	10122318232	926071F (with renewal #593662G)	201021420900	19617406	17547613	201012231131 1590 4251 (with renewal #201202171451 1590 6435)	2597531		300670833	
Edenvale Restoration Specialists Ltd.	10122318310	926073F	201021421303	19617414	17547639	201012231132 1590 4252	2597540		300670835	
Boulanger, Andrew, William	10122318411	926076F	201021424205	19617422	17547670	201012231138 1590 4256	2597559		300670837	
2149530 Ontario Ltd.	10122318566	926078F	201021425104	19617430	17547704	201012231138 1590 4257	2597568		300670838	
2976367 Manitoba Ltd.	10122318624	926082F	201021425503	19617455	17547746	201012231138 1590 4258	2597577		300670839	
330214 Ontario Inc.	10122318689	926085F	201021426003	19617463	17547753	201012231139 1590 4259	2597586		300670840	

Secured Party	Jurisdiction of Personal Property Registration									
	Alberta Reg. No.	BC Reg. No.	Manitoba Reg. No.	NB Reg. No.	Nova Scotia Reg. No.	Ontario Reg. No.	PEI Reg. No.	Quebec Reg. No.	Sask. Reg. No.	Nfl. Reg. No.
2356723 Nova Scotia Limited	1012231 8743	926087F (with renewal #593669G)	20102142 6500	1961747 1	17547761	20101223 1140 1590 4260 (with renewal #20120217 1451 1590 6434)	2597602		300670 841	
Barry-Robert Enterprises Ltd.	1012231 8809	926089F (with renewal #593674G)	20102142 7301	19617 497	17547787	20101223 1140 1590 4261 (with renewal #20120217 1451 1590 6433)	2597611		300670 842	
1640334 Ontario Inc.	1012231 8838	926090F	2010214284 05	1961752 1	17547795	20101223 1141 1590 4262	2597620		300670 843	
Spring Fresh Cleaning & Restoration Canada Inc.	1012231 8891	926092F	2010214289 01	1961753 9	17547803	20101223 1141 1590 4263	2597639		300670 844	
Demos Canada Limited	1012231 8932	926093F (with renewal #593678G and #244792H)	2010214294 01	1961754 7	17547829	20101223 1141 1590 4264 (with renewal #20120217 1451 1590 6432 and #20130319 1044 1590 7239)	2597648		300670 845	
Jackson, Mark	1106151 2297	200467G	2011098797 09	2022341 8	18199166	20110615 1206 1590 3376	2696728		300736 981	
Walpole, Noel	1106151 2319	200471G	2011098811 00	2022344 2	18199232	20110615 1207 1590 3377	2696737		300736 990	
Fournier Brothers Holdings Inc.	1202171 3422	593645G	20120271 7603	2113711 2	1917663 5	20120217 1157 1590 6403	2848057		300831 515	
101109 P.E.I. Inc.	1202171 3478	593650G	2012027180 06	2113713 8	19176684	20120217 1157 1590 6404	2848066		300831 521	
JJAB Holdings Inc.	1303191 3602	244822H	2013044905 06	22731 335	20953907	20130319 0954 1590 7207	3132158		300998 053	
Ross, Barry	1408053 4885	107915I	2014145417 00	2474642 2	23142250	20140805 1432 1590 7735	3485320		301223 638	

Secured Party	Jurisdiction of Personal Property Registration									
	Alberta Reg. No.	BC Reg. No.	Manitoba Reg. No.	NB Reg. No.	Nova Scotia Reg. No.	Ontario Reg. No.	PEI Reg. No.	Quebec Reg. No.	Sask. Reg. No.	Nfld. Reg. No.
Wells Fargo Capital Finance Corporation Canada, As Agent	1411121 6898	2826331	20142144 9703	2515308 1	2357187 0	20141112 1103 1862 4890 and 20141112 1106 1862 4893	3555272	14- 1078395- 0001	301268 160	124679 65
Business Development Bank Of Canada	1411122 7954	2833971	2014214834 05	2515442 8	2357346 2	20141112 1420 1793 0277 and 20141113 1648 1793 0324	3555496	14- 1079832- 0001	301268 347	12469 060
BDC Capital Inc.	1411122 8010	2833941	2014214835 02	2515443 6	2357349 6	20141112 1423 1793 0279 and 20141113 1650 1793 0325	3555511	14- 1080142- 0002	301268 348	12469 078
Bank Of Montreal, As Agent						20070125 0952 1590 8846 (with amendme nt #20070216 1317 1590 0120 and #20071219 1005 1590 5550 and #20141126 1002 1590 4545) and renewal #20130926 1704 1462 9640)				
A.F. MacPhee Holdings Limited				2020922 7	1818495 2 1818493 7					
MacPhee Pontiac Buick GMC Ltd							2654862 3649966			
De Lage Landen Financial Services Canada Inc.						20110915 1054 1529 2934				
Toshiba Finance									300594820	
National Leasing Group Inc.						20130416 1542 6005 6632				

Secured Party	Jurisdiction of Personal Property Registration									
	Alberta Reg. No.	BC Reg. No.	Manitoba Reg. No.	NB Reg. No.	Nova Scotia Reg. No.	Ontario Reg. No.	PEI Reg. No.	Quebec Reg. No.	Sask. Reg. No.	Nfld. Reg. No.
Element Fleet Management Inc.						[20131017 1033 1529 6944 and 20011109 1454 1254 8730 (with amendment #20030429 1834 1531 0707 and 20070222 1125 1254 2869 and 20070223 1116 1254 2870 and 20080117 1254 1254 3252 and 20131017 1033 1529 6944 and other #20141117 1045 1529 9941)(with renewal #20061106 0956 1254 2660 and 20111024 1002 1254 3922)]		[14- 0089984- 0001 and 15- 0504620- 0002 and 15- 0504622- 0002 and 15- 0504612- 0002 and 15- 0504620- 0002]		
Element Fleet Services LP								11- 0684838- 0001 and 13- 0492746- 0001		
Element Fleet Services GP Limited								15- 0504612- 0004 and 15- 0504612- 0004		
Element Fleet Lease Receivables L.P.								15- 0504622- 0002 and 15- 0504624- 0002		
Roynat Inc.	11051019 468	856513G				20120719 1325 1902 1599				

Secured Party	Jurisdiction of Personal Property Registration									
	Alberta Reg. No.	BC Reg. No.	Manitoba Reg. No.	NB Reg. No.	Nova Scotia Reg. No.	Ontario Reg. No.	PEI Reg. No.	Quebec Reg. No.	Sask. Reg. No.	Nfld. Reg. No.
XEROX Canada Ltd.		681797H				20110621 1401 1462 3571 and 20110617 1703 1462 2858				
RCAP Leasing Inc.	13081521 126 and 14063006 550							13- 0230636- 0003 and 13- 0265837- 0005		



Schedule C - Form of Subsequent Monitor's Certificate

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

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**

**SUBSEQUENT MONITOR'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (the "Court") dated April 21, 2016, FTI Consulting Canada Inc. was appointed as the monitor (the "Monitor") of FirstOnSite G.P. Inc. and FirstOnSite Restoration L.P. (collectively, the "Vendors") in respect of these CCAA Proceedings.

B. Pursuant to an Order of the Court dated May 9, 2016, as amended (the "Approval and Vesting Order"), the Court approved, among other things: (a) the sale transaction contemplated by the agreement of purchase and sale made as of April 20, 2016 (the "Sale Agreement") between the Vendors and 3297167 Nova Scotia Limited (the "Purchaser"); (b) provided for the vesting in the Purchaser of the Vendors' right, title and interest in and to the Quebec Contracts, which vesting is to be effective with respect to the Quebec Contracts upon the delivery by the Monitor of a certificate confirming that the Purchaser delivered the Transition Date Notice to the Monitor.

C. Pursuant to the Approval and Vesting Order, the Monitor may rely on the Purchaser's delivery of the Transition Date Notice.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Transition Agreement and the Approval and Vesting Order.

**THE MONITOR CERTIFIES** the following:

1. The Purchaser has delivered the Transition Date Notice to the Monitor.
  
3. This Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_, 2016.

**FTI Consulting Canada Inc., in its capacity as  
Monitor of the Vendors, and not in its  
personal or corporate capacity**

Per: \_\_\_\_\_  
Name:  
Title:

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

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

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at Toronto


**APPROVAL AND VESTING ORDER**

**STIKEMAN ELLIOTT LLP**  
Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street  
Toronto, Canada M5L 1B9  
**Maria Konyukhova LSUC#: 52880V**  
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Email: vcalina@stikeman.com  
Fax: (416) 947-0866

**Lawyers for the Applicant**

# EXHIBIT “D”

Exhibit "D" to the  
Affidavit of Kevin McElcheran  
sworn before me June 22, 2016.



---

Commissioner for Taking Affidavits

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

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (the "**Court**") dated April 21, 2016, FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of FirstOnSite G.P. Inc. and FirstOnSite Restoration L.P. (collectively, the "**Vendors**") in respect of these CCAA Proceedings.

B. Pursuant to an Order of the Court dated May 9, 2016 (as amended, the "**Approval and Vesting Order**"), the Court, among other things, (a) approved the sale transaction contemplated by the agreement of purchase and sale made as of April 20, 2016 (the "**Sale Agreement**") between the Vendors and 3297167 Nova Scotia Limited (the "**Purchaser**"); (b) provided for the vesting in the Purchaser of the Vendors' right, title and interest in and to the Purchased Assets (other than the Quebec Contracts), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the Monitor has received the Closing Cash Payment to be delivered to it in accordance with Section 3.2(b) of the Sale Agreement; and (ii) that the conditions to Closing under the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser (as applicable); and (c) provided that all Claims and Encumbrances (other than the Quebec Contracts Charge) would be expunged and discharged against the Quebec Contracts upon the delivery by the Monitor of the same such certificate.

C. Pursuant to the Approval and Vesting Order, the Monitor may rely on written notice from the Vendors and the Purchaser regarding fulfillment of conditions to closing under the Sale Agreement.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement and the Approval and Vesting Order.

**THE MONITOR CERTIFIES** the following:

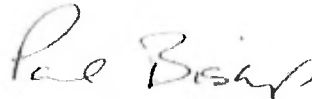
1. The Vendors and the Purchaser have each delivered written notice to the Monitor that all applicable conditions under the Sale Agreement have been satisfied and/or waived, as applicable.

2. The Monitor has received that portion of the Closing Cash Payment to be delivered to it in accordance with Section 3.2(b) of the Sale Agreement.

3. This Certificate was delivered by the Monitor at 5:35 p.m. on June 1, 2016.

**FTI Consulting Canada Inc., in its capacity as  
Monitor of the Vendors, and not in its  
personal or corporate capacity**

Per:



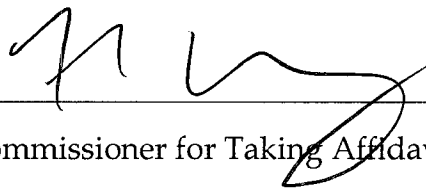
\_\_\_\_\_  
Name: Paul Bishop

Title: Senior Managing Director

# EXHIBIT “E”



Exhibit "E" to the  
Affidavit of Kevin McElcheran  
sworn before me June 22, 2016.



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Commissioner for Taking Affidavits

## Appendix 4 to Schedule A – Excluded Assets

### Excluded Assets:

1. Lease dated as of November 9, 2011 between Vendor, as tenant, and Sun Life Assurance Company of Canada, as landlord, with respect to premises located at 925 Keewatin Street, Winnipeg, Manitoba.
2. Commercial Lease Agreement dated as of June 1, 2012 between Vendor, as tenant, and Ousco Holdings Inc., as landlord, with respect to premises located at 450 Richardson Road, Orangeville, Ontario.
3. Lease dated as of July 2007 between Vendor, as tenant, and Fournier Brothers Holdings Inc., as landlord, with respect to premises located at 340 Pine Street, Timmins, Ontario, as amended on July 10, 2012.
4. Lease dated as of October 1, 2012 between Vendor, as tenant, and 1062842 Ontario Inc., as landlord, with respect to premises located at 1154 Roland Street, Thunder Bay, Ontario.
5. Lease dated October 7, 2015 between Vendor, as tenant, and Belaterra Properties Ltd. and Old Victoria Properties Ltd., as landlord, with respect to premises located at 58 Crease Avenue, Victoria, British Columbia.
6. Lease dated January 31, 2007, between Vendor, as tenant, and Edenvale Restoration Specialists Ltd., as landlord.
7. Lease, date unknown, between Vendor, as tenant, and 1671360 Ontario Ltd., as landlord, in respect of 207 St. Paul Street West, Unit 3, St. Catherines, Ontario.
8. Lease dated July 31, 2008 between Vendor, as tenant, and 632211 N.B. Ltd., as landlord, in respect of 178 Halifax Street, Moncton, NB, as amended.
9. Lease, date unknown, between Vendor, as tenant, and Lawsons 194 Killam Drive Inc., as landlord, in respect of 186 Halifax Street, Moncton, NB.
10. Lease dated October 31, 2008 between Vendor, as tenant, and D.A.L.T. Properties Ltd., as landlord, in respect of 15001 89 Street, Grande Prairie, AB, as amended.
11. Lease dated January 31, 2007, between Vendor, as tenant, and Edenvale Restoration Specialists Ltd., as landlord, in respect of 30936 Peardonville Road, Abbotsford, BC, as amended.
12. Lease dated April 12, 2012 between Vendor, as tenant, and 7788 Holdings Ltd., as landlord, in respect of 13260 78 Avenue, Unit 23-28, Ground/Mez, Surrey, British Columbia.

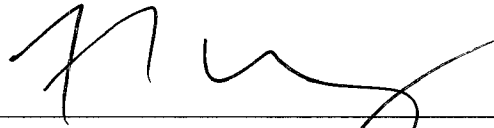
13. Lease Agreements dated as of March 30, 2011, c. June 1, 2011 and April 30 2015 between Vendor and MacPhee Chevrolet Buick GMC Cadillac Ltd. with respect to vehicles bearing the VIN numbers:
  - (a) 1GCWGFCA3B1117212,
  - (b) 1GCRKSE34BZ256530, and
  - (c) 1GCRKREA4BZ178497.
14. Lease Agreement #1-150666 between Vendor and DeLage Landen Financial Services Canada Inc.
15. Lease Agreement #1-155703, between Vendor and DeLage Landen Financial Services Canada Inc.
16. Lease Agreement #1-166654, between Vendor and DeLage Landen Financial Services Canada Inc.
17. Lease Agreement #1-181282, between Vendor and DeLage Landen Financial Services Canada Inc.
18. Lease Agreement #1-184025, between Vendor and DeLage Landen Financial Services Canada Inc.
19. Lease Agreement #1-184268, between Vendor and DeLage Landen Financial Services Canada Inc.
20. Lease Agreement #1-184481, between Vendor and DeLage Landen Financial Services Canada Inc.
21. Lease Agreement #1-185541, between Vendor and DeLage Landen Financial Services Canada Inc.
22. Lease Agreement #1-185959, between Vendor and DeLage Landen Financial Services Canada Inc.
23. Lease Agreement #1-187613, between Vendor and DeLage Landen Financial Services Canada Inc.
24. Lease Agreement #1-187977, between Vendor and DeLage Landen Financial Services Canada Inc.
25. Lease Agreement #1-188924, between Vendor and DeLage Landen Financial Services Canada Inc.
26. Lease Agreement #1-192949, between Vendor and DeLage Landen Financial Services Canada Inc.

27. Lease Agreement #1-194122, between Vendor and DeLage Landen Financial Services Canada Inc.
28. Lease Agreement #1-201335, between Vendor and DeLage Landen Financial Services Canada Inc.
29. Lease Agreement #1-201380, between Vendor and DeLage Landen Financial Services Canada Inc.
30. Lease Agreement #1-202077, between Vendor and DeLage Landen Financial Services Canada Inc.
31. Lease Agreement #1-205295, between Vendor and DeLage Landen Financial Services Canada Inc.
32. Lease Agreement #1-202077, between Vendor and DeLage Landen Financial Services Canada Inc.
33. Lease Agreement #1-205295, between Vendor and DeLage Landen Financial Services Canada Inc.
34. Lease Agreement #1-178293, between Vendor and DeLage Landen Financial Services Canada Inc.
35. Lease Contract dated May 1, 2010 between Vendor and CIT Financial Ltd.
36. Lease Agreements between Vendor and Element Fleet Management Inc. (or an affiliate thereof) with respect to vehicles bearing the VIN numbers:
  - (a) 1FTW1EV4AFB02564,
  - (b) 5TFUYSF19AX118919,
  - (c) 1GCZGFBA4A1168084,
  - (d) 1GTZGFBA5A1115796,
  - (e) 1FMCU9D79AKC92116,
  - (f) 1GBJG31K791161023,
  - (g) 3D6WH4EL9AG122845, and
  - (h) 1GTZGGBA4A1143837.
37. Lease agreements, if any, between Vendor and Roynat Inc. relating to the Personal Property Security Act registrations made in May 2011 and July 2012 (Alberta, British Columbia and Ontario collateral).
38. Lease #2609775, undated, between Vendor and National Leasing Group Inc.
39. Lease agreements, if any, with Xerox Canada Ltd.
40. Hypotheque Mobiliere dated on or about November 26, 2015 between Vendor and La Garantie de Construction Résidentielle.

41. Agreements, if any, between Vendor and RCAP Leasing Inc.
42. Leases dated December 24, 2015, between Vendor and Britco LP.
43. Corporate Partner Program Services Agreement dated as of August 15, 2012 between Vendor and EAN Services, LLC, as amended.
44. Corporate Gold Program Agreement dated June 9, 2014 between Vendor and Six Continents Hotels, Inc.
45. Recall Document Management Services Agreement dated December 2, 2014 between Vendor, Mobilshred Inc. and Kestrel Data (Canada) Ltd.
46. Agreement, date unknown, between Vendor and Citi Financial in respect of Home Depot credit cards, if any.
47. Services Agreement dated July 1, 2014 between Vendor and Worker's Compensation Board of Alberta.

# EXHIBIT “F”

Exhibit "F" to the  
Affidavit of Kevin McElcheran  
sworn before me June 22, 2016.



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Commissioner for Taking Affidavits

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE MR. )

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

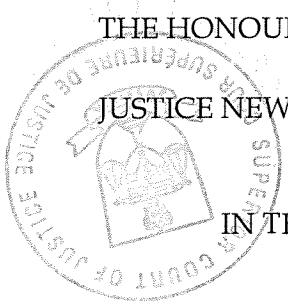
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT  
OF FIRSTONSITE G.P. INC.

**Applicant**

**DISTRIBUTION ORDER**

**THIS MOTION**, made by FirstOnSite G.P. Inc. ("**FirstOnSite GP**"), the general partner of FirstOnSite Restoration L.P., a limited partnership formed under the laws of Ontario ("**FirstOnSite LP**" and, collectively with FirstOnSite GP, "**FirstOnSite**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-3 (the "**CCAA**") for an order, among other things, authorizing and directing FTI Consulting Canada Inc., in its capacity as Court-appointed Monitor of FirstOnSite (the "**Monitor**"), to make certain payments, distributions and disbursements as set out in this order, in each case subject to maintaining the Reserve (as defined below), on behalf of FirstOnSite from the proceeds of the transaction approved by the Court (the "**Transaction**") pursuant to the Approval and Vesting Order dated May 9, 2016 (the "**Approval and Vesting Order**") to be delivered to the Monitor pursuant to the Sale Agreement (as defined in the Approval and Vesting Order) and the Approval and Vesting Order on completion of the Transaction (the "**Sale Proceeds**") and any other funds that may be delivered to the Monitor by FirstOnSite pursuant to this Order, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Kevin McElcheran sworn May 12, 2016 and the Exhibits attached thereto and the Supplement to the Second Report of the Monitor, dated





May 16, 2016, and on hearing the submissions of counsel for FirstOnSite, the Monitor, Wells Fargo Capital Finance Corporation Canada (“Wells Fargo”), the Business Development Bank of Canada (“BDC”) and BDC Capital Inc. (“BDC Capital”), and 3297167 Nova Scotia Limited (the “Purchaser”), and no one appearing for any other person on the service list, although duly served as appears from the affidavits sworn, filed:

#### **SERVICE**

1. **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.

#### **RESERVE**

2. **THIS COURT ORDERS** that the distributions authorized and approved by this Order shall at all times be subject to (i) the completion of the Transaction and the receipt of the Sale Proceeds by the Monitor, and (ii) the Monitor retaining from the Sale Proceeds a reserve of funds (the “Reserve”) in an amount satisfactory to the Monitor, in consultation with FirstOnSite, or in an amount determined by the Court, sufficient for the payment of the Professional Expenses and Post-Filing Expenses (each as defined below) and to secure the obligations under the Administration Charge, the KERP Charge, the Financial Advisor’s Charge (each as defined in the Amended and Restated Initial Order dated April 21, 2016 (the “Initial Order”)), any other obligations of FirstOnSite that rank in priority to the Charges (as defined in the Initial Order), the ABL Secured Obligations, the BDC Secured Obligations and the BDC Capital Secured Obligations (each as defined below), including any statutory deemed trust claims that may arise under provincial legislation and including, with respect to the BDC Capital Secured Obligations, any outstanding claims secured by the Lien Charge (as defined in the Initial Order), and any other contingent amounts appropriate under the circumstances (the “Priority Claims”).

#### **DEEMED SALE PROCEEDS**

3. **THIS COURT ORDERS** that FirstOnSite is hereby authorized and directed to provide any additional funds it receives, from any party whatsoever, from the Closing Date

(as defined in the Sale Agreement) of the Transaction to the Monitor to be held and distributed as Sale Proceeds in accordance with the terms of this Order unless such funds are proceeds of Purchased Assets in which case FirstOnSite is hereby authorized and directed to remit such funds to the Purchaser.

#### **APPROVAL OF INTERIM AND FUTURE DISTRIBUTIONS**

4. **THIS COURT ORDERS** that, subject to the Reserve, the Monitor is hereby authorized and directed to, in consultation with FirstOnSite, disburse from the Sale Proceeds on the day of filing the Monitor's Certificate (as defined in the Approval and Vesting Order), or as soon thereafter as practicable, on behalf of FirstOnSite:

- (a) to Wells Fargo as agent and lender (in such capacity, the "**DIP Lender**") under the DIP Facility Agreement dated April 20, 2016 (the "**DIP Agreement**"), an amount not exceeding the maximum amount of FirstOnSite's obligations owing to the DIP Lender under the DIP Agreement (the "**DIP Obligations**");
- (b) to Wells Fargo as administrative agent (in such capacity, the "**ABL Agent**") for lenders under the credit agreement dated November 25, 2014 among, *inter alia*, FirstOnSite and the ABL Agent (the "**ABL Credit Agreement**"), an amount not exceeding the maximum amount of secured obligations owing by FirstOnSite to the ABL Agent under the ABL Credit Agreement dated November 25, 2014 (as amended from time to time) ("**ABL Secured Obligations**");
- (c) to BDC, an amount not exceeding the maximum amount of the secured obligations owing by FirstOnSite to BDC under the letter of offer dated November 25, 2014 among, *inter alia*, FirstOnSite and BDC (as may be amended from time to time) ("**BDC Secured Obligations**");
- (d) to BDC Capital, an amount not exceeding the maximum amount of the obligations owing by FirstOnSite under the letter of offer dated November 25, 2014 among, *inter alia*, FirstOnSite and BDC Capital (as may be amended from time to time) ("**BDC Capital Secured Obligations**");

subject in each case to the relative priority of the security granted by FirstOnSite (or pursuant to the Initial Order, as applicable) in favour of the DIP Lender, the ABL Agent, BDC and BDC Capital, respectively.

5. **THIS COURT ORDERS** that, subject to the Reserve, the Monitor is hereby authorized, without further Order of the Court, to, in consultation with FirstOnSite, make further distributions on behalf of FirstOnSite to the DIP Lender, the ABL Agent, BDC and BDC Capital, if needed, from time to time, from the Sale Proceeds up to a maximum amount of the DIP Obligations, the ABL Secured Obligations, BDC Secured Obligations and BDC Capital Secured Obligations, respectively, subject in each case to the relative priority of the security granted by FirstOnSite (or pursuant to the Initial Order, as applicable) in favour of the DIP Lender, the ABL Agent, BDC and BDC Capital, respectively.

6. **THIS COURT ORDERS** that, subject to the Reserve, the Monitor is hereby authorized to, in consultation with FirstOnSite, disburse from the Sale Proceeds on behalf of FirstOnSite to the KERP Participants (as the term is defined in the Initial Order) the amounts, as confirmed by FirstOnSite, owing to the KERP Participants pursuant to the KERP (as the term is defined in the Initial Order) and secured by the KERP Charge.

7. **THIS COURT ORDERS** that, subject to the Reserve, the Monitor is hereby authorized to, in consultation with FirstOnSite, disburse on behalf of FirstOnSite, from time to time, from the Sale Proceeds amounts owing by FirstOnSite to Alvarez & Marsal Canada Securities ULC (the "**Financial Advisor**") under the engagement letter dated October 30, 2015 (the "**Engagement Letter**") up to the maximum amount owing to the Financial Advisor under the Engagement Letter.

8. **THIS COURT ORDERS** that the Monitor is hereby authorized and empowered, to, in consultation with FirstOnSite, disburse on behalf of FirstOnSite, from time to time, from the Sale Proceeds amounts owing by FirstOnSite in respect of fees and expenses of the Monitor and the Monitor's legal counsel and of legal counsel to FirstOnSite (collectively, the "**Professional Expenses**").

9. **THIS COURT ORDERS** that the Monitor is hereby authorized and empowered, to, in consultation with FirstOnSite, disburse on behalf of FirstOnSite, from time to time, from the Sale Proceeds amounts owing by FirstOnSite in respect obligations incurred by FirstOnSite since the commencement of these CCAA proceedings (collectively, the “**Post-Filing Expenses**”).

10. **THIS COURT ORDERS** that the Monitor is hereby authorized and empowered, to, in consultation with FirstOnSite, disburse on behalf of FirstOnSite, from time to time, from the Sale Proceeds amounts owing by FirstOnSite in respect of Priority Claims (and any other amounts owing by FirstOnSite with the consent of the Monitor), if any.

11. **THIS COURT ORDERS** that notwithstanding:

- (a) the pendency of these proceedings;
- (b) any assignment in bankruptcy or any petition for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”) and any order issued pursuant to any such petition;
- (c) any application for a receivership order; or
- (d) any provisions of any federal or provincial legislation;

the Reserve, payments, distributions and disbursements contemplated in this Order shall be made free and clear of any Encumbrances (as defined in the Approval and Vesting Order), shall be binding on any trustee in bankruptcy or receiver that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against FirstOnSite, the Monitor, the Financial Advisor, the ABL Agent, BDC, BDC Capital, or any other party receiving distributions pursuant to this Order, and shall not constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## **PURCHASER'S CHARGE**

12. **THIS COURT ORDERS** that a portion of the Reserve in an amount satisfactory to the Monitor, in consultation with FirstOnSite, or in an amount determined by the Court, but in any event in an amount not less than \$3 million, shall be deemed to be the Trust Claim Reserve (as defined in the Sale Agreement) pursuant to the Sale Agreement and the Purchaser shall be entitled to the benefit of and is hereby granted a charge on the Trust Claim Reserve (the "**Purchaser's Charge**"), which Purchaser's Charge shall not exceed an aggregate amount of \$2 million. Notwithstanding anything else contained in this Order, or any other Order in these proceedings, the Purchaser's Charge shall have a first priority ranking as against the Trusts Claim Reserve, subject only to (i) the repayment of all ABL Secured Obligations owing by FirstOnSite to the ABL Agent; and (ii) the Monitor's ability to pay or settle trust claims made against FirstOnSite pursuant to Applicable Lien Legislation (as defined in the Sale Agreement) as set out in the Sale Agreement and the Escrow Agreement (as defined in the Sale Agreement), including the Monitor's recourse to the Potential Trust Claimant Reserve (as defined in the Sale Agreement) (to the extent available for such trust claim). The Purchaser's Charge shall be automatically released upon the Purchaser's receipt of any amount it may be entitled to receive pursuant to Section 3.5(d)(ii) of the Sale Agreement, without any further Order of the Court or any other further action.

## **MONITOR PROTECTIONS**

13. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the Initial Order, the Monitor shall not be liable for any act or omission on the part of the Monitor pertaining to the discharge of its duties under this Order, save and except for any claim or liability arising out of any gross negligence or wilful misconduct on the part of the Monitor. Nothing in this Order shall derogate from the protections afforded to the Monitor by the CCAA, any other federal or provincial applicable law or the Initial Order.

14. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order and without in any way limiting the protections for the Monitor set forth in this Order, the Initial Order and the CCAA, the Monitor shall have no obligation to make any payment unless the

Monitor is in receipt of funds adequate to effect any such payment, subject at all times to paragraph 2 of this Order.

15. **THIS COURT ORDERS AND DECLARES** that any payments, distributions and disbursements under this Order shall not constitute a "distribution" for the purposes of section 159 of the Income Tax Act (Canada), section 270 of the Excise Tax Act (Canada), section 107 of the Corporations Tax Act (Ontario), section 22 of the Retail Sales Tax (Ontario), section 117 of the Taxation Act, 2007 (Ontario) or any other similar federal, provincial or territorial tax legislation (collectively, the "**Tax Statutes**"), and that the Monitor in making any such payments, distributions or disbursements is not "distributing", nor shall be considered to "distribute" nor to have "distributed", such funds for the purpose of the Tax Statutes, and the Monitor shall not incur any liability under the Tax Statutes in respect of its making any payments ordered or permitted under this Order, and is hereby forever released and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect of payments made under this Order and any claims of this nature are hereby forever barred.

#### **GENERAL**

16. **THIS COURT ORDERS** that the Monitor may apply to the Court as necessary to seek further orders and directions to give effect to the payments, distributions and disbursements proposed herein.

17. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

18. **THIS COURT DECLARES** that the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement this Order. All courts and jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Monitor as may be deemed necessary or appropriate for that purpose.

19. **THIS COURT REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court 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: 

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.

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**DISTRIBUTION ORDER**

**STIKEMAN ELLIOTT LLP**

Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street  
Toronto, Canada M5L 1B9

**Maria Konyukhova** LSUC#: 52880V

Tel: (416) 869-5230

Email: mkonyukhova@stikeman.com

**C. Haddon Murray** LSUC#: 61640P

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**Vlad Calina** LSUC#: 69072W

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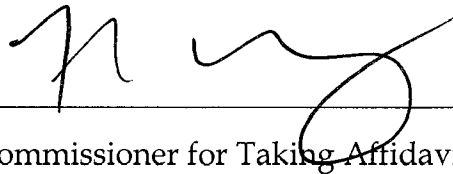
Fax: (416) 947-0866

**Lawyers for the Applicant**



# EXHIBIT "G"

Exhibit "G" to the  
Affidavit of Kevin McElcheran  
sworn before me June 22, 2016.



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Commissioner for Taking Affidavits



## PROFESSIONAL HISTORY

Mr. McElcheran has more than three decades of experience leading the restructuring practices of first tier commercial law firms, first at Blake, Cassels & Graydon LLP and then at McCarthy Tétrault LLP. He has opened Kevin McElcheran Commercial Dispute Resolution to offer mediation, arbitration and independent counsel services to participants in commercial disputes, particularly disputes arising from financial distress. In addition to these essentially legal services, Kevin has founded Oriole Advisors Ltd. to provide restructuring advisory services.

Fundamentally, insolvency is a business problem that

In addition to his text, *Commercial Insolvency in Canada*, published by LexisNexis Butterworths, Mr. McElcheran has published many articles on insolvency law and mediation. He has lectured extensively on matters of insolvency law at national conferences such as the Annual Review of Insolvency Law, the Turnaround Management Association and the Insolvency Institute of Canada. He is a frequent speaker at programs sponsored by The Law Society of Upper Canada, the Ontario Bar Association, Canadian Institute and Insight Information, and has published papers on a variety of topics related to insolvency law. Mr. McElcheran will teach a course at Queen's University Law

requires a business solution. Mediation and effective and efficient adjudication of disputes that impede restructuring can facilitate and streamline the multi-party negotiations that are necessary to achieve a revitalizing transaction for the business. Mr. McElcheran's new practice focuses on providing mediation and arbitration services to facilitate the discovery and implementation of effective and permanent resolutions of commercial disputes.

Mr. McElcheran has completed the Commercial Mediation Course offered by the Chartered Institute of Arbitrators in London, United Kingdom and is a member of CI Arb.

Mr. McElcheran was awarded the 2015 Murray Klein Award for excellence in insolvency law by the Ontario Bar Association. He is experienced in all areas of insolvency practice and has been certified by The Law Society of Upper Canada as a specialist in bankruptcy and insolvency law since 1996. Throughout his career, Mr. McElcheran has used creativity, commercial expertise and strong consensus building skills to advance the interests of debtors, creditors and other stakeholders with positions of critical importance in large restructuring and insolvency cases.

School in Bankruptcy and Restructuring Law in the Winter term of the 2015/16 academic year.

Mr. McElcheran is recognized as a leading lawyer in insolvency law and corporate restructuring in many authoritative journals including Chambers Global: The World's Leading Lawyers for Business and various directories published by LEXPERT.

He received his BA (Hons.) from the University of Toronto in 1976, and his LLB from Queen's University in 1980. He was called to the Ontario bar in 1982. He became a member of the Chartered Institute of Arbitrators in 2014.

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 2123125 ONTARIO INC.

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE -  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF KEVIN MCELCHERAN  
(SWORN JUNE 22, 2016)**

**STIKEMAN ELLIOTT LLP**

Barristers & Solicitors

5300 Commerce Court West

199 Bay Street

Toronto, Canada M5L 1B9

**Maria Konyukhova LSUC#: 52880V**

Tel: (416) 869-5230

Email: mkonyukhova@stikeman.com

**C. Haddon Murray LSUC#: 61640P**

Tel: (416) 869-5239

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**Vlad Calina LSUC#: 69072W**

Tel: (416) 869-5202

Email: vcalina@stikeman.com

Fax: (416) 947-0866

**Lawyers for the Applicant**

# TAB 3

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR ) MONDAY, THE 27<sup>th</sup>  
 )  
JUSTICE NEWBOULD ) DAY OF JUNE, 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 2123125 ONTARIO INC.

**Applicant**

**STAY EXTENSION ORDER**

**THIS MOTION**, made by 2123125 Ontario Inc., previously named FirstOnSite G.P. Inc. ("**212**"), the general partner of Former Restoration L.P., previously named FirstOnSite Restoration L.P. ("**Former LP**", collectively with 212, "**FirstOnSite**"), a limited partnership formed under the laws of Ontario, for an order approving an extension of the stay of proceedings referred to in the Initial Order of the Honourable Justice Newbould dated April 21, 2016, to October 31, 2016 and approval of fees, reports and activities of the Monitor, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Kevin McElcheran, sworn June 22, 2016, the Third Report of FTI Consulting Canada Inc., dated June 22, 2016 (the "**Third Report**"), in its capacity as Monitor of the Applicant (the "**Monitor**"), and the affidavits of the Monitor and its counsel as to fees (the "**Fee Affidavits**") and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, those other parties present, no one appearing for any other person on the service list,

although duly served as appears from the affidavit of service of [NAME], sworn [DATE], 2016, filed:

### **SERVICE**

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

### **APPROVAL OF THE MONITOR'S REPORTS, ACTIVITIES AND FEES**

2. **THIS COURT ORDERS** that the Pre-filing report of the Proposed Monitor dated April 21, 2016, the First Report of the Monitor dated April 27, 2016, the Second Report of the Monitor dated May 4, 2016, the Supplemental Report to the Second Report of the Monitor dated May 16, 2016 and the Third Report and the activities of the Monitor set out therein are hereby approved.

3. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel, as set out in the Third Report and the Fee Affidavits, are hereby approved.

### **EXTENSION OF THE STAY PERIOD**

4. **THIS COURT ORDERS** that the Stay Period referred to in the Stay Extension Order of the Honourable Justice Newbould dated May 18, 2016 is extended until October 31, 2016.

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
2123125 ONTARIO INC.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**STAY EXTENSION ORDER**

**STIKEMAN ELLIOTT LLP**

Barristers & Solicitors

5300 Commerce Court West

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**Lawyers for the Applicants**

# TAB 4

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE MR ) MONDAY, THE 27<sup>TH</sup>  
 )  
JUSTICE NEWBOULD ) DAY OF JUNE, 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 2123125 ONTARIO INC.

**Applicant**

**ORDER**  
**(Appointment of CRO)**

**THIS MOTION**, made by 2123125 Ontario Inc., previously named FirstOnSite G.P. Inc. ("**212**"), the general partner of Former Restoration L.P., previously named FirstOnSite Restoration L.P. ("**Former LP**"), and individually and collectively with 212, ("**FirstOnSite**"), a limited partnership formed under the laws of Ontario, for an order, *inter alia*, appointing Oriole Advisors Ltd. ("**Oriole**") as Chief Restructuring Officer ("**CRO**") over FirstOnSite and approving of the CRO Agreement (defined below) between FirstOnSite and Oriole, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Affidavit of Kevin McElcheran sworn June 22, 2016 (the "**McElcheran Affidavit**") and the Third Report of FTI Consulting Canada Inc. in its

capacity as the monitor of FirstOnSite dated June 22, 2016 (the “**Monitor**”), and on hearing the submissions of counsel to FirstOnSite, counsel to BDC Capital and counsel to the Monitor, no one appearing for any other person on the Service List, although properly served as appears from the affidavit of service of [NAME] sworn [DATE], filed:

### **SERVICE**

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

### **APPOINTMENT OF CRO**

2. **THIS COURT ORDERS** that Oriole is hereby appointed CRO over FirstOnSite and shall, subject to the Orders of the Court that have been and may be granted from time to time in these proceedings, have the powers and obligations set out in the engagement letter dated [DATE] in the form attached as Exhibit “[ ]” to the Supplemental Affidavit (the “**CRO Agreement**”), including, without limitation the power to:

- (a) conduct and control the financial affairs and operations of FirstOnSite and carry on the business of FirstOnSite as the CRO deems necessary;
- (b) take such steps as in the opinion of the CRO are necessary or appropriate to reduce the expenses of FirstOnSite;

- (c) execute such documents as may be necessary in connection with any proceedings before or order of the Court for and on behalf of FirstOnSite;
- (d) take steps for the preservation and protection of the remaining assets of FirstOnSite (the “**Property**”);
- (e) dispose of, disclaim, or otherwise deal with the Property;
- (f) negotiate and enter into agreements on behalf of FirstOnSite with respect to the Property;
- (g) sell, and direct FirstOnSite to apply to Court for any vesting order or orders which may be necessary or appropriate in order to convey the Property to a purchaser or purchasers thereof;
- (h) take any steps required to be taken by FirstOnSite under any Order of the Court, including without limitation, the Distribution Order dated May 18, 2016 and the Amended and Restated Approval and Vesting Order dated May 9, 2016;
- (i) engage in such other related activities as may be necessary or desirable;
- (j) provide information to the Monitor regarding the business and affairs of FirstOnSite;
- (k) take any steps, enter into any agreements or incur any obligations necessary or incidental to the exercise of the aforesaid powers, with

such agreements and obligations to be those of FirstOnSite and not of the CRO or Oriole personally;

- (l) apply to the Court for an order authorizing and directing FirstOnSite to make a voluntary assignment in bankruptcy;
- (m) exercise such shareholder or member rights as may be available to FirstOnSite;
- (n) in consultation with Stikeman Elliott LLP, direct FirstOnSite to commence any proceeding and seek any order, or respond to any motion or application brought by any other person, in these CCAA proceedings or otherwise; and
- (o) apply to Court to seek, advice and direction with respect to any of the CRO's powers or duties as set out in the CRO Agreement.

3. **THIS COURT ORDERS** that the CRO Agreement is approved and FirstOnSite is authorized to perform all of its obligations pursuant to the CRO Agreement.

4. **THIS COURT ORDERS** that neither the CRO nor any employee or agent of the CRO shall be deemed to be a director or trustee of FirstOnSite.

5. **THIS COURT ORDERS** that neither the CRO, nor any officer, director, employee, or agent of the CRO, including, without limitation, Kevin McElcheran, shall incur any liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any liability or obligation

incurred as a result of gross negligence or wilful misconduct on its or their part; provided that any liability of the CRO hereunder shall in no event exceed the quantum of the fees paid to the CRO.

6. **THIS COURT ORDERS** that the fees and expenses payable to Oriole pursuant to the CRO Agreement, including by way of indemnification as set out in Schedule "A" to the CRO Agreement, are entitled to the benefit of the Administration Charge, as defined in this Court's Amended and Restated Initial Order dated April 20, 2016 (the "**Initial Order**"). Without in any way limiting the protections provided under the Initial Order or the Distribution Order, Monitor shall have no obligation to:

- a) review or confirm invoices provided by the CRO and is entitled to rely upon the invoices provided; or
- b) make any payments to the CRO unless the Monitor is in receipt of funds adequate to effect any such payment.

7. **THIS COURT ORDERS** that during the Stay Period no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the CRO and any officers, directors, employees or agents of the CRO who may assist the CRO with the exercise of its powers and obligations under this Order or the CRO Agreement (the "**CRO Indemnified Parties**") that in any way relates to FirstOnSite, and all rights and remedies of any Person against or in respect of the CRO Indemnified Parties that in

any way relate to FirstOnSite are hereby stayed and suspended, except with the written consent of the CRO or with leave of this Court on notice to the CRO and the Monitor. Notice of any such motion seeking leave of this Court shall be served upon the CRO and the Monitor at least seven (7) days prior to the return date of any such motion for leave.

8. **THIS COURT ORDERS** that FirstOnSite' indemnity in favour of the CRO Indemnified Parties, as set out in the CRO Agreement, shall survive any termination, replacement or discharge of the CRO.

#### **MISCELLANEOUS**

9. **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 Monitor, the CRO 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 and to the CRO, 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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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 2123125  
ONTARIO INC.

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**ORDER**  
**(APPOINTMENT OF CRO)**

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**Lawyers for the Applicant**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at [Toronto](#)

**MOTION RECORD  
(RETURNABLE JUNE 27, 2016)**

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