

**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

**RESPONDING MOTION RECORD
(Re Cure Costs Motion)
(Returnable May 26, 2016)**

May 25, 2016

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TAB 1

ONTARIO
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COMMERCIAL LIST

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

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

Applicant

AFFIDAVIT OF ADAM ZALEV
(Sworn May 25, 2016)
(Re Cure Costs Motion)

I, Adam Zalev, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am a Managing Director at Alvarez & Marsal Canada Securities ULC ("**A&M**") in Toronto. A&M was engaged by FirstOnSite Restoration L.P. ("**FirstOnSite LP**"), by its general partner FirstOnSite G.P. Inc. ("**FirstOnSite GP**"), a limited partnership formed under the laws of Ontario, on October 30, 2015 as its financial advisor to, among other things, undertake a sale and investment solicitation process (the "**SISP**"). As such, I have knowledge of the matters to which I hereinafter depose save for matters based on information and belief, in which case I verily believe them to be true.

2. This affidavit is sworn in response to the affidavit of Jeff Johnson sworn May 24, 2016 (the "**Johnson Cure Cost Motion Affidavit**") in connection with the motion brought by 3297167 Nova Scotia Limited (the "**Purchaser**") in support of a motion for directions with respect to the interpretation of the asset purchase agreement (the "**APA**") dated April 20, 2016 between FirstOnSite LP (by its partner FirstOnSite GP) (the "**Vendor**") and the Purchaser.

A. Alvarez & Marsal Canada Securities ULC

3. A&M is the Canadian corporate finance and investment banking arm of Alvarez & Marsal, a global professional services firm and a leading provider of corporate advisory services. Founded in 1983, Alvarez & Marsal is headquartered in New York City with more than 40 offices across North America, Europe, the Middle East, Asia and Latin America. A&M provides a variety of corporate and financial advisory services, including turnaround management, corporate restructuring, investment banking and operational performance improvement for companies and their stakeholders.

4. A&M has extensive knowledge of the financial marketplace and significant experience in special situations investment banking, mergers, acquisitions and other corporate finance transactions. A&M has a lengthy record of successful transactions.

5. I have more than thirteen years of capital markets experience, specializing in special situations merger and acquisition transactions, raising capital and balance sheet restructurings. Prior to joining A&M, I was a Vice President of KPMG Corporate Finance Inc., where I held various roles within the Corporate Finance and Restructuring practices.

6. I have been working with a team of professionals at A&M as part of our engagement as FirstOnSite's financial advisor to assist it in undertaking the SISP (as defined below). My team and I specialize in designing and implementing formal sale and investment solicitation processes, similar to the SISP. The processes which we design are, in general, specifically constructed to withstand scrutiny by the Court and other stakeholders to, among other things, ensure that integrity and fairness are maintained. We have been involved in numerous cases in such capacity and, together with our affiliates in Canada, have extensive experience before this Court.

7. On April 24, 2016 I swore an affidavit in support of the motion brought by FirstOnSite GP seeking, *inter alia*, an order (the "Approval and Vesting Order")

approving the Sale Transaction (as defined below), which order was subsequently granted by Justice Newbould on May 9, 2016 (the "Sale Approval Affidavit").

B. The Purchaser is a Sophisticated Party with Experienced Legal and Financial Advisors

8. The Purchaser is related to the Bellwether International Group LLC (doing business as Interstate Restoration, "Interstate") and is a 'special purpose' entity incorporated for the sole purpose of operating the business of FirstOnSite to be acquired under to the APA and the transaction contemplated therein (the "Sale Transaction").

9. Interstate partnered with Delos Capital Management L.P. ("Delos"), an investment fund that, among other investments, owns a significant stake in Interstate, to purchase substantially all of the assets and the disaster restoration business of FirstOnSite. Prior to the Purchaser being incorporated (and for the duration of the SISP) negotiations in connection with the APA and the Sale Transaction were conducted between FirstOnSite, on the one hand, and its professional advisors and representatives from Delos and Interstate and their professional advisors, on the other hand.¹

10. In his affidavit sworn May 12, 2016 (in support of the motion to assign certain contracts), Mr. Johnson emphasized the sophistication and wealth of industry-relevant experience at Delos and Interstate and stated, among other things:

Indeed, I am proud to say that the management team at Interstate is one of the most seasoned in the North American disaster restoration industry and brings significant experience in acquiring and integrating acquisition targets in that industry. I was previously the co-founder and CEO of BELFOR USA ("Belfor"), and several key members of Interstate's management team were senior executives at Belfor during my tenure there. While at Belfor, the current Interstate management team grew Belfor's business rapidly, growing it from one location with 20 employees and annual revenue of US\$2 million in 1996 to 53 locations with 1,600

¹Hereinafter, where reference is made to actions taken by such representatives in connection with the APA, reference will be made to the Purchaser unless a finer distinction with respect to the identity of the party is relevant.

employees and over US\$400 million in annual revenue by 2002. Since the former Belfor management team members and I re-united in 2007, we have similarly grown Interstate's business, and have managed to more than triple its size to date, to 19 locations and upwards of 300 employees at present.

In addition to such operational expertise, New FOS will also be able to leverage the financial resources and capital markets expertise of Delos Capital Management, L.P. ("Delos"), a private equity fund that was formed in 2013 by partners who previously worked at Apollo Global Management, LLC. In connection with the APA, Delos has executed a commitment letter to make a significant capital investment in cash of \$30 million in New FOS' equity, which amount may only be reduced to the extent that (a) it is not required to fund payment of the purchase price and other expenses relating to the transaction contemplated by the APA or (b) another party also invests under the same commitment. As a substantial and long-time investor in Interstate, Delos also has extensive experience as a capital partner in the disaster recovery business.

Attached hereto as **Exhibit "A"** is the affidavit of Mr. Johnson sworn May 12, 2016.

11. In addition to its own internal expertise, the Purchaser had the benefit of a highly-qualified cadre of professional advisors to assist it with the conduct of its due diligence during the pendency of the SISP, including: Canadian counsel at Norton Rose Fulbright Canada LLP ("**Norton Rose**"), U.S. Counsel at Goodwin Procter LLP, and its financial advisors at RSM US LLP (Financial) ("**RSM**").²

12. By as early as February 5, 2016, 24 individuals from Interstate, Delos, and their various professional advisors had requested and been granted access to the electronic data room set up by A&M for the purposes of posting information in respect of FirstOnSite. In total, by the conclusion of Phase II of the SISP, over 35 individuals from Interstate, Delos and their various professional advisors were ultimately granted access to the electronic data room.

² I understand that RSM is a leading U.S. provider of audit, tax and consulting services focused on the middle market.

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C. The APA

13. As stated in the affidavit of Mr. Johnson sworn in support of this motion, the Purchaser and the Vendor (collectively, the "**Parties**") entered into the APA on April 20, 2016 after lengthy negotiations.

14. Under the APA, the Purchaser is to acquire the Purchased Assets on an "as is, where is" basis. Among the assets to be transferred to the Purchaser are certain of the Vendor's existing contracts (collectively, the "**Assumed Contracts**").³

15. The Purchaser is free to exclude any of the Vendor's existing contracts (including whether such contract is deemed to be an "**Essential Contract**"). Section 2.6 of the APA provides as follows:

Notwithstanding any other provisions to the contrary in this Agreement, the Purchaser shall have the right, at any time prior to the Closing Date to add to the list of assets and/or contracts and other written agreements listed in Appendix 3 [Excluded Contracts] and Appendix 4 [Excluded Assets] to Schedule A (respectively) by notice in writing to the Vendor and the Monitor so that any asset or contract or other written agreement so added shall be an Excluded Asset or an Excluded Contract (as the case may be) and shall not be acquired, transferred or assigned to the Purchaser (as applicable) at Closing, without any adjustment to the Purchase Price.

16. There are no contracts that the Purchaser is obligated to assume. If the Purchaser wishes to take assignment of any of the Vendor's existing contracts that require counterparty consent to be assigned, then the Purchaser must pay to the counterparties any monetary defaults owing by the Vendor thereunder. That concept is captured in the definition of Cure Costs in the APA which provides as follows:

³ The APA defines the "Assumed Contracts" to mean "all Contracts except Excluded Contracts", and it defines "Contracts" to mean "all of the contracts and other written agreements to which the Vendor is a party in connection with the Purchased Assets and the Business, including, for greater certainty, leases of real or personal property or equipment, and any unfilled purchase orders."

"Cure Costs" means the amounts to be paid to cure any monetary defaults of [FirstOnSite] in relation to the Consent Required Contracts to the extent required to be paid pursuant to Section 11.3 of the CCAA and to otherwise satisfy the requirements of Section 11.3 of the CCAA, which shall in each case have been reasonably incurred by [FirstOnSite] and the quantum of which, having been determined by [FirstOnSite], acting reasonably and in consultation with the Monitor, shall be acceptable to the [Purchaser], acting reasonably.

17. Under Section 2.2 of the APA, and consistent with Section 2.6 of the APA, the Purchaser agreed to pay the Cure Costs in addition to the Purchase Price and that Cure Costs would not be accounted for in the Working Capital Adjustment (as defined in the APA).

18. In other words, under the APA, the contracts to be sought to be assigned are entirely at the discretion of the Purchaser and any associated Cure Costs in connection with those contracts are entirely the Purchaser's obligation.

D. The Sales Process and the Importance of the Bidders' Due Diligence

a. Phase I of the SISP

19. As described greater detail in the Sale Approval Affidavit, all parties invited to participate in Phase I of the SISP received an initial due diligence package following execution of a non-disclosure agreement ("NDA") that included access to a preliminary data room and confidential information memorandum ("CIMs").⁴ The form of NDA unequivocally disclaimed any warranty or representation in the preliminary disclosure material provided to the parties in connection with Phase I:

You understand and acknowledge that neither we nor any of our Representatives or shareholders are making any representation or warranty, express or implied, as to the accuracy or completeness of the

⁴ The CIM provided an overview of, and significant detail about, among other things, the FirstOnSite business, including historical and forecast financial information, the market, the industry and key customer and vendor relationships.

Evaluation Materials or have any liability to you or to any of your Representatives relating to or resulting from the use of the Evaluation Materials. Only those representations or warranties, if any, which are made in a final definitive agreement regarding a Transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect. [Emphasis added.]

20. Attached hereto as Exhibit "B" is copy of the NDA executed by Matt Constantino of Delos (in connection with the participation of Delos and Interstate in the SISP).

21. As is typical and customary in an "as is, where is" sales process such as the kind conducted pursuant to the SISP, and consistent with the NDA, the CIM also expressly disclaimed any representation or warranty with respect to the information in the CIM or in any oral or other communications:

No representation, warranty or guarantee, expressed or implied, is made by [FirstOnSite] or any of its representatives with respect to the accuracy or completeness of any information provided in this CIM or in any oral or written or electronic or other communications transmitted to the recipient in the course of its evaluation of [FirstOnSite]. No person is entitled to rely on the accuracy or completeness of this information. The only information concerning [FirstOnSite] that shall have any legal effect will be that which is specifically represented or warranted in a definitive agreement relating to a specific transaction affecting [FirstOnSite] that has been executed on behalf of [FirstOnSite]...

The CIM does not purport to contain all the information that may be required to evaluate a transaction involving [FirstOnSite], and any recipient hereof should conduct its own independent analysis of [FirstOnSite] and the information contained or referred to herein.

22. Furthermore, all parties participating in the SISP were advised by way of the Phase I Process Letter (the "Phase I Letter", which is attached hereto as Exhibit "C") that a detailed outline of their expected due diligence requirements and related due diligence plan was an essential part of their non-binding letter of intent ("LOIs"):

Due Diligence: A detailed outline of your due diligence requirements, related due diligence plan and an indication of expected time frame for completion of due diligence. [Emphasis in original]

23. Finally, the Phase I Letter advised all participants in the SISP that they “should be prepared to immediately begin Phase 2 due diligence and to complete their review.”

b. Phase II of the SISP

24. Phase II of the SISP was structured to provide all prospective Phase II bidders with comprehensive due diligence (including access to an expanded data room, the provision of a vendor due diligence report that included a working capital analysis prepared by KMPG LLP and invitations to participate in site visits and management presentations with FirstOnSite). Notably, the JPL Contracts (as defined below) were available in the expanded data room immediately upon the commencement of Phase II of the SISP.

25. On January 29, 2016, A&M provided bidders with the Phase II Process Letter (the “Phase II Letter”, which is attached hereto as Exhibit “D”) setting out, *inter alia*, the procedure and timeline for due diligence in Phase II. In addition, and as is typical and customary in an “as is, where is” sales process and consistent with the disclaimers in the NDA and the CIM (and ultimately the executed APA), the Phase II Letter advised all parties as follows regarding the responsibility for due diligence inquiries and with respect to oral and written representations during the course of negotiations:

In submitting a Final Bid, a prospective purchaser acknowledges that it is relying solely on its own investigation and evaluation of the Partnership and its business. [FirstOnSite] and A&M expressly disclaim any and all liability for representations, warranties or statements contained in this letter or in any other written material furnished or information orally transmitted to a potential purchaser, except only those particular representations and warranties of the Partnership made to the actual purchaser in the Definitive Agreement when, as and if such Definitive Agreement is ultimately executed by [FirstOnSite] and subject to such limitations and restrictions as may be contained therein. Until a Definitive Agreement is executed by [FirstOnSite], neither the Partnership,

nor A&M will have any obligations whatsoever to any potential purchaser. [Emphasis added]

c. The APA

26. Consistent with the initial disclaimers in the NDA and the CIM and, particularly, with clear and unequivocal language in the Phase II Letter, section 10.10 of the APA provides that the APA sets out the entirety of the Parties' agreement:

This Agreement, the attached Schedules hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by all of the Parties.

27. Section 2.3 of the APA provides that the Purchased Assets - including all of the contracts referenced in paragraph 19 of the Johnson Cure Costs Motion Affidavit - are being sold on an "as is, where is" basis at the Closing Time, without any representation or warranty as to the Vendor's right to assign (or as to anything whatsoever, except as expressly contained in the APA):

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

28. The APA does not include any representation or warranty in connection with the quantum of Cure Costs in respect of the JPL Agreement (as defined below) or otherwise.

E. The Purchaser's Due Diligence

29. Between the execution of the NDA and the Final Bid Deadline of February 19, 2016, the Purchaser and its advisors made, and A&M and FirstOnSite addressed, a broad array of due diligence requests. In particular, throughout Phase II of the SISP which commenced on January 4, 2016 I was having multiple email, SMS, and phone communications with, among others, Messrs. Johnson and Constantino, regarding various requests for information about numerous aspects of FirstOnSite's business. I am advised by my colleague Josh Nevsky that he was having similar communications with Messrs. Johnson and Constantino and numerous others from Delos, Interstate and RSM. As my direct report and consistent with A&M's practice management procedures, Mr. Nevsky kept me regularly apprised of such discussions and/or communications that took place in my absence.

30. I have reviewed my email, SMS and other records, as well as my notes for the period from January 4, 2016 until the signing of the APA and have located only one correspondence from the Purchaser and/or its representatives relating to Cure Costs or amounts owing by FirstOnSite under any of its leases and contracts.

31. Following my review of my written records and my recollection of the oral discussions with the Purchaser and its representatives, the subject of Cure Costs (as defined in the APA) came up only once. On February 9, 2016, Virginie Gauthier, one of the Purchaser's Canadian counsel, inquired whether A&M had prepared "a schedule of all cure costs that would be payable to assign the leases and contract". It is noteworthy that as at February 9, 2016, the Purchaser had not yet provided A&M or the Vendor a list of leases and contracts it wanted to assume as part of the transaction.

32. In fact, the Purchaser did not finalize the Consent Required List until May 17, 2016 - over 3 months after Ms. Gauthier's enquiry. The contract with Bell Mobility Inc. (that the Purchaser appears to take issue with) was only added by the Purchaser onto the Consent Required List on May 12, 2016 (and was subsequently removed by the Purchaser). The contracts with Jim Pattison Industries Ltd. (the "JPL Contracts") were proposed to be placed on the Essential Contracts list (a subset of the Consent Required List under the APA) by the Vendor only on March 14, 2016 and were not commented on or confirmed as Essential Contracts by the Purchaser until an even later date. As noted above, electronic copies of the JPL Contracts were available in the expanded data room immediately upon the start of Phase II.

33. In response to Ms. Gauthier's enquiry, also on February 9, 2016, I responded as follows: "We haven't prepared one yet but that is largely a function of the fact that there really shouldn't be any.....lease costs, etc are up to date and we don't contemplate that they will go into arrears". Ms. Gauthier's reply was: "Ok, thanks for info". A copy of the email exchange is attached hereto as **Exhibit "E"**.

34. I do not recall Ms. Gauthier or any other representative of the Purchaser making any further enquiries about Cure Costs or the status of payments or defaults under any of FirstOnSite's leases or contracts to me in the more than ten weeks that followed that email exchange before the parties signed the APA. In addition, I have no recollection of Mr. Nevsky advising me of any such enquiries he may have received.

35. All of the outstanding invoices under the JPL Contracts that remain unpaid and make up the Cure Costs that the Purchaser is taking issue with were issued after the February 9, 2016 email. Attached hereto collectively as **Exhibit "F"** is a letter dated May 5, 2016 from Jim Pattison Industries Ltd.'s counsel regarding the outstanding amounts under the JPL Contracts, as well as a summary of accounts and copies of the randomly selected unpaid invoices. All of the unpaid invoices are dated February 17, 2016 or later and the earliest due date on the unpaid invoices is March 1, 2016. Copies of all of the

unpaid invoices have already been provided to the Purchaser and are not included herein in their entirety due to their volume.

36. Between February 9, 2016 and execution of the definitive APA on April 20, 2016, the Parties continued to intensively and extensively negotiate the terms of the APA.

37. On April 7, 2016, almost two months after submitting its final bid on or about the Final Bid Deadline and after multiple extensions of the timeline to closing, the Purchaser advised that it was reducing the Base Purchase Price (as defined in the APA) by \$15 million. Following discussions and negotiations among myself, other representatives of FirstOnSite and representatives of the Purchaser, Interstate and Delos, the Purchaser agreed to decrease the reduction to \$10 million instead of \$15 million. Attached hereto as a Confidential **Exhibit "G"** is a summary of the Purchaser's proposed pricing with respect to FirstOnSite's business.

38. Between February 9, 2016 and execution of the definitive APA, A&M and FirstOnSite also addressed a number of additional due diligence requests brought on by the Purchaser. There were also numerous in person meetings following the February 9 email exchange leading up to the signing of the APA on April 20, 2016.

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

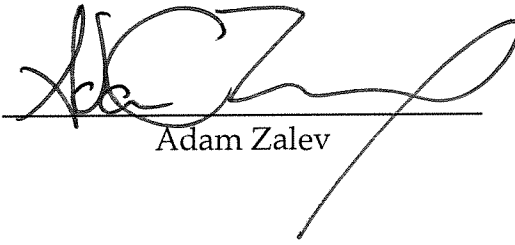
40. Further, neither the Purchaser nor any of its advisors asked A&M or the Vendor for the listing of the Vendor's accounts payable, which would have readily shown the arrears under all of the Vendor's leases and contracts at any point during the period leading up to the signing of the APA (i.e., between February 9, 2016 and April 20, 2016).

SWORN BEFORE ME at the
Toronto, Province of Ontario, May
25, 2016.



Commissioner for Taking Affidavits

Vlad CaCina
LSUC# 6907ZW



Adam Zalev

TAB A

THIS IS EXHIBIT "A"
REFERRED TO IN THE
AFFIDAVIT OF ADAM ZALEV
SWORN BEFORE ME,
THIS 25 DAY OF MAY, 2016



Commissioner for Taking Affidavits

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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
FIRSTONSITE G.P. INC.

Applicant

**AFFIDAVIT OF JEFF JOHNSON
(Sworn May 12, 2016)**

I, Jeff Johnson, of the City of Denver, in the State of Colorado, MAKE OATH AND SAY:

1 I am the Secretary and a Director of 3297167 Nova Scotia Limited ("New FOS"), and have held that position since New FOS' inception in March 2016. I am also the Chairman of Bellwether International Group LLC (doing business as Interstate Restoration) ("Interstate"), as discussed further below, and have been in that role since 2007. Prior to my positions at Interstate and New FOS, and from 1996 to 2002, I was co-founder and co-CEO of BELFOR USA Group, Inc., a full service contractor and disaster-recovery firm operating throughout North America. As such, I have personal knowledge of the matters to which I hereinafter depose, except where otherwise stated, and where so stated I believe that information to be true.

2 I swear this Affidavit in support of a motion that I understand has been brought by FirstOnSite GP Inc., for itself and on behalf of FirstOnSite Restoration L.P. (together "FirstOnSite") requesting entry of an order (the "Assignment Order") authorizing the assignment of certain contracts and leases listed in Schedule "A" to the Assignment Order (the "Assigned Contracts") to New FOS, pursuant to an Asset Purchase Agreement dated April 20,

2016 between FirstOnSite and New FOS (the "APA"), the Assignment Order and section 11.3 of the *Companies' Creditors Arrangement Act* (Canada).

3 In particular, I swear this Affidavit in order to demonstrate that New FOS, both operationally and financially, would be a more than capable successor to the business now run by FirstOnSite, and would be able to perform its obligations as assignee under the Assigned Contracts should the Court approve FirstOnSite's motion and grant the Assignment Order.

4 New FOS is the proposed purchaser and assignee of the Assigned Contracts pursuant to the terms of the APA. Unless designated as "Excluded Contracts" in accordance with the terms of the APA and prior to the closing of the transactions contemplated thereunder (the "Closing"), the Assigned Contracts will be assumed directly and, as per the terms of the proposed Assignment Order, New FOS will be responsible for all obligations under each for the period from and after Closing.

5 Contemporaneous with the Closing, New FOS will enter into a management services agreement with Interstate pursuant to which Interstate will provide operational resources and management oversight to New FOS and its business. Interstate is highly experienced in the disaster recovery and reconstruction business, and is one of the largest wholly-owned such companies working in the United States today.

6 Indeed, I am proud to say that the management team at Interstate is one of the most seasoned in the North American disaster restoration industry and brings significant experienced in acquiring and integrating acquisition targets in that industry. I was previously the co-founder and CEO of BELFOR USA ("Belfor"), and several key members of Interstate's management team were senior executives at Belfor during my tenure there. While at Belfor, the current Interstate management team grew Belfor's business rapidly, growing it from one location with 20

employees and annual revenue of US\$2 million in 1996 to 53 locations with 1,600 employees and over US\$400 million in annual revenue by 2002. Since the former Belfor management team members and I re-united in 2007, we have similarly grown Interstate's business, and have managed to more than triple its size to date, to 19 locations and upwards of 300 employees at present.

7 In addition to such operational expertise, New FOS will also be able to leverage the financial resources and capital markets expertise of Delos Capital Management, L.P. ("Delos"), a private equity fund that was formed in 2013 by partners who previously worked at Apollo Global Management, LLC. In connection with the APA, Delos has executed a commitment letter to make a significant capital investment in cash of \$30 million in New FOS' equity, which amount may only be reduced to the extent that (a) it is not required to fund payment of the purchase price and other expenses relating to the transaction contemplated by the APA or (b) another party also invests under the same commitment. As a substantial and long-time investor in Interstate, Delos also has extensive experience as a capital partner in the disaster recovery business.

8 New FOS also has an open commitment for new financing pursuant to a CAD\$45 million asset-based revolving facility with a reputable and well-established financial institution.

9 Moreover, while New FOS will acquire and continue to operate the substantially the same disaster recovery and restoration business with the same assets as are currently operated by FirstOnSite, New FOS will be able to operate that business without the substantial debt that currently burdens FirstOnSite. Indeed, it is anticipated that on a *pro forma* basis, the sale to New FOS would leave behind approximately \$110 million in net debt. Attached as Exhibit "B" hereto is a *pro forma* balance sheet demonstrating the financial strength of the New FOS business following Closing.

10 New FOS will also not be acquiring a small number of unprofitable assets and locations maintained by FirstOnSite, thereby streamlining the business and increasing its profitability. Overall, the sale transaction will ensure that the business going forward will be in a far better financial position than it currently is under the insolvent FirstOnSite.

11 Taken together, the combined effect of the \$45 million new financing, the streamlined operations and the \$30 million equity commitment by Delos will result in New FOS having more than enough cash to pay the purchase price under the APA, fund working capital, and ensure that future ongoing liabilities, including under the Assigned Contracts, are met.

12 I believe that New FOS is experienced, qualified and adequately capitalized and is moreover willing, able and motivated to perform its obligations under the Assigned Contracts. Both Delos and Interstate are committing significant resources to ensuring that the services currently provided by FirstOnSite to its customers and counterparties will continue uninterrupted following closure of the sale to New FOS, and will remain at the current high level of service that FirstOnSite provides. A recent press release issued by Interstate in respect of the new business partnership expressing its commitment to FirstOnSite's existing customers and counterparties during this transition process and post-Closing of the sale transaction is attached as Exhibit "B".

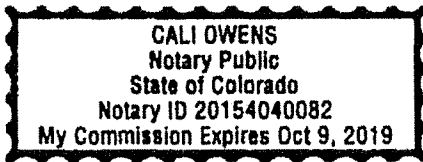
13 Customers, vendors and other counterparties should also take comfort from the fact that New FOS will be offering employment to no less than 90% of FirstOnSite's current employees, effective on closing of the transaction, and that it will therefore will able to leverage their existing talent and institutional knowledge to ensure that the transition of the business to New FOS (including the servicing of the Assigned Contracts) is seamless.

14 If FirstOnSite's motion for the Assignment Order is granted, and the Assigned Contracts are assigned to New FOS (and not subsequently designated as Excluded Contracts prior to Closing such that they are not purchased assets under the transaction), New FOS would perform its obligations thereunder.

SWORN BEFORE ME at the City of ~~Circleville~~ in the State of Colorado, this 12th day of May, 2016.

Cali Owens
A Commissioner for taking Affidavits (or as may be)

Jeff Johnson
Jeff Johnson



TAB B

THIS IS EXHIBIT "B"
REFERRED TO IN THE
AFFIDAVIT OF ADAM ZALEV
SWORN BEFORE ME,
THIS 25 DAY OF MAY, 2016



Commissioner for Taking Affidavits

November __, 2015

Delos Capital Management, LP
101 Fifth Avenue, Suite 601
New York, NY 10003

Attention: Matt Constantino

In connection with your consideration of a possible negotiated transaction (the "Transaction") involving [TARGET] (the "Company"), we are prepared to make available to you certain proprietary and confidential information concerning the Company (defined more fully below as the "Evaluation Materials"). As a condition to your receipt and use and continuing receipt and use of the Evaluation Materials, you and your Representatives (defined below) agree to treat such Evaluation Materials in accordance with the provisions of this Confidentiality Agreement (this "Agreement"), and to take or abstain from taking certain actions described below. For purposes hereof, the expression "you" includes you and your affiliates (who receive the Evaluation Materials or are made aware of the Transaction) on behalf of whom you are hereby contracting.

1. As used herein the term "Evaluation Materials" shall mean and include all information, in whatever form or medium, of a confidential or proprietary nature (whether or not designated or marked as confidential and proprietary) provided by or on behalf of the Company to you and pertaining or relating to the Company and all derivative materials such as notes, analyses, compilations, studies, interpretations or other documents prepared by you or your Representatives which contain, reflect or are based upon, in whole or in part, such confidential and proprietary information; provided, however, that the Evaluation Materials do not include information which (i) is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by you or your Representatives in violation of this Agreement, (ii) was within your possession prior to its being furnished to you by or on behalf of the Company pursuant hereto, provided that the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to us or any other party with respect to such information, or (iii) becomes available to you on a non-confidential basis from a source other than us or any of our Representatives, provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Company or any other party with respect to such information; the term "Representatives" shall mean directors, officers, employees, agents or advisors (including, without limitation, lawyers, accountants, consultants and financial advisors but excluding bankers) acting on behalf of a party in the context of the Transaction.
2. Subject to Section 5, you hereby agree that you and your Representatives shall use the Evaluation Materials solely for the purpose of assessing, evaluating and if

applicable, negotiating the Transaction and not directly or indirectly for any other purpose, and that the Evaluation Materials will be kept strictly confidential and that you and your Representatives will not disclose any of the Evaluation Materials in any manner whatsoever, provided, however, that (i) you may make a disclosure of such information with our prior written consent and (ii) information may be disclosed to your Representatives who need to know such information for the sole purpose of evaluating or implementing a possible Transaction with us. You shall be responsible for any breach of this Agreement by any of your Representatives and you agree, at your sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain your Representatives from prohibited or unauthorized disclosure or use of the Evaluation Materials.

3. You shall take at least such steps in preserving the confidentiality of the Evaluation Materials as you take to preserve your own confidential and proprietary business information, or all commercially reasonable efforts to accomplish the same if such efforts would impose on you a higher standard of care.
4. Subject to Section 5, you agree that, without our prior written consent, you and your Representatives will not disclose to any other person the fact that the Evaluation Materials have been made available to you, that discussions or negotiations are taking place concerning a possible Transaction involving the Company or any of the terms, conditions or other facts with respect thereto (including the status thereof). The term "person" as used in this Agreement shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.
5. If you or your Representatives are required by applicable law, or the rules of any relevant stock exchange, or in any judicial, administrative or other legal proceeding, or pursuant to a subpoena, civil investigative demand or other compulsory process, to disclose any Evaluation Materials, or any other information concerning the Company or the Transaction (a "disclosure requirement"), then, subject to applicable law, you shall: (i) give the Company prompt notice of any such disclosure requirement and the proposed information to be disclosed pursuant to it; and (ii) at the Company's written request and expense, co-operate with the Company in attempting to limit the extent of the disclosure or obtain an appropriate protective order or pursuing such legal action, remedy or assurance as the Company deems necessary to preserve the confidentiality of the Evaluation Materials. If a protective order or other remedy is not obtained, and you or your Representatives are legally compelled to disclose the Evaluation Materials, you or your Representatives may disclose only that portion of the Evaluation Materials which is legally required to be disclosed; provided that you and your Representatives exercise best efforts to obtain, in cooperation with the Company and at the Company's expense, an appropriate protective order or other reliable assurance that confidential treatment is given to the Evaluation Materials so disclosed.
6. If you decide that you do not wish to proceed with a Transaction, you will promptly inform us of that decision. In that case, or at any time upon our written request for any reason, you will promptly, and within 7 business days, deliver to us or destroy

all the Evaluation Materials (including all copies thereof and documents, notes and memoranda prepared by you or your Representatives) in the possession or control of you and your Representatives and confirm to us in writing that you have done so, provided that any Evaluation Materials may be retained by you as and to the extent required by law or your internal corporate governance and document retention policies. Notwithstanding the return or destruction of the Evaluation Materials, you and your Representatives will continue to be bound by your obligations of confidentiality and other obligations hereunder.

7. Without the prior written consent of the Company, you shall not directly or indirectly discuss or cooperate with or offer to any person, other than an affiliate, any position (debt or equity, co-investor, joint venture or otherwise) or any other form of direct or indirect participation in any possible Transaction. For greater certainty and without limiting the foregoing, without prior written consent of the Company, you nor your Representatives shall not discuss the Transaction with any potential lender or other capital provider.
8. You recognize that Evaluation Materials may include "personal information". You acknowledge that you and your Representatives are bound by, and will comply with, any known and applicable privacy laws with respect to any personal information disclosed to you by us in respect of a Transaction.
9. For a period of two years from the date of this Agreement, without the prior written consent of the Company, neither you nor your Representatives will initiate or maintain contact (except for those contacts made in the ordinary course of business and consistent with past practices) with any officer, director, employee or agent of the Company regarding the business, operations or prospects of the Company. Unless otherwise agreed to by the Company, all (i) communications regarding any possible Transaction, (ii) requests for additional information, (iii) requests for property visits or management meetings, and (iv) discussions or questions regarding procedures in connection with any possible Transaction, will be submitted or directed exclusively to Adam Zalev and/or Joshua Nevsky each from Alvarez & Marsal Canada Securities ULC.
10. For a period of two years from the date of this Agreement, without the prior written consent of the Company, neither you nor your Representatives shall directly or indirectly hire or solicit for employment any person who is employed by the Company or any of its affiliates with whom you or your Representatives have had contact in connection with the matters contemplated hereby, except that the foregoing shall not apply to the hiring of any person where contact with you is initiated solely by such person in response to an advertisement published by you in a newspaper, magazine, trade publication or other publication or by electronic means, such as posting on the internet, and which is available to the general public.
11. Without the prior written consent of the Company, neither you nor your Representatives shall contact, communicate, solicit or contract with any of the Company's potential or actual suppliers, customers, affiliates, lenders, creditors or shareholders concerning the Company, the Transaction or the Evaluation Material.

Nothing herein shall prohibit or limit your portfolio companies, provided they have not and will not receive or have any access to Evaluation Materials or be told about the Transaction by you, from contacting, communicating, soliciting or contracting with any customers or suppliers that may also have an existing relationship with the Company.

12. The parties share a common legal and commercial interest in all Evaluation Materials which is and remains subject to all applicable privileges, including solicitor-client privilege, anticipation of litigation privilege, work product privilege and privilege in respect of "without prejudice" communications. No waiver of any privilege is implied by the disclosure of Evaluation Materials to any person pursuant to the terms of this Agreement.
13. To the extent that the Company owns any Evaluation Materials, it will remain the exclusive property of the Company. Nothing in this Agreement or in the disclosure of any Evaluation Materials confers any interest in the Evaluation Materials to you or any of your Representatives.
14. You understand and acknowledge that neither we nor any of our Representatives or shareholders are making any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Materials or have any liability to you or to any of your Representatives relating to or resulting from the use of the Evaluation Materials. Only those representations or warranties, if any, which are made in a final definitive agreement regarding a Transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.
15. Unless and until a final definitive agreement regarding a Transaction between us and you has been executed and delivered, neither of us nor our respective Representatives or shareholders will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement except for the matters specifically agreed to herein. Unless the parties otherwise expressly agree in writing, either party hereto may terminate discussions and negotiations with the other party at any time.
16. You agree that money damages would not be a sufficient remedy for any breach of this Agreement by you or any of your Representatives and that we shall be entitled (upon proper proof) to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by you of this Agreement but shall be in addition to all other remedies available at law or equity to us. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that you or any of your Representatives have breached this Agreement, then the Company as the prevailing party shall be entitled to reasonable legal fees incurred by it in connection with such litigation, including any appeal therefrom.
17. Except as otherwise provided in this agreement, the obligations of the parties under this Agreement shall terminate two (2) years from the date hereof, and any such

termination shall not relieve you from your responsibility for any breach of this Agreement prior to such termination; provided that, for clarity, if you do not comply with paragraph 6 above, or in the event you retain any Evaluation Materials for any reason, you shall continue to be bound by your obligations of confidentiality with respect to such Evaluation Materials for so long as it is retained by you or your Representatives.

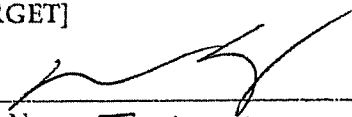
18. This Agreement may not be assigned in whole or in part by either party without the written consent of the other party.
19. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
20. This Agreement contains the entire agreement between the parties concerning the subject matter hereof and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
21. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an electronic signature page by email or other electronic means is as effective as a manually executed counterpart of this Agreement.

[Remainder of page left intentionally blank]

Please confirm your agreement with the foregoing by signing and returning one copy of this Agreement to the undersigned, whereupon this Agreement shall become a binding agreement between you and us.


Very truly yours,

[TARGET]

By: 
Name: Justin Sharp
Title: President & COO

Agreed to and accepted as of the date first above written:

DELOS CAPITAL MANAGEMENT, LP

By: 
Name: Matthew Constantino
Title: Managing Partner

TAB C

THIS IS EXHIBIT "C"
REFERRED TO IN THE
AFFIDAVIT OF ADAM ZALEV
SWORN BEFORE ME,
THIS 25 DAY OF MAY, 2016



Commissioner for Taking Affidavits



Strictly Private and Confidential

Dear Sirs and Mesdames:

Re: Project Rose – Submission of Non-Binding Letter of Intent

We appreciate your interest in exploring a potential transaction with FirstOnSite Restoration LP ("FOS" or the "Company").

Pursuant to your execution of the non-disclosure agreement (the "Non-Disclosure Agreement") with the Company, you have been provided certain confidential information with respect to the operations and financial performance of the Company ("Phase 1"). Interested parties wishing to pursue a transaction are being asked to prepare and submit a non-binding letter of intent (a "LOI") by 5:00 p.m. Eastern Time on Friday, December 18, 2015. Such LOIs will be used to determine which interested parties, if any, will be invited to move forward in the Company's investment process and continue to the submission of final binding proposals and a successful transaction ("Phase 2"). LOIs that are submitted in accordance with the requirements of this letter will be reviewed and assessed based on, among other considerations, price, conditionality, financing, documentation, structure and closing of the transaction in an expeditious manner.

Your LOI should be submitted in electronic format no later than 5:00 p.m. Eastern Time on Friday, December 18, 2015 ("Phase 1 Bid Deadline"). Your LOI should be addressed as follows:

Adam Zalev
Managing Director
Alvarez & Marsal, Corporate Finance
Tel: (416) 847 5154
azalev@alvarezandmarsal.com

Josh Nevsky
Director
Alvarez & Marsal, Corporate Finance
Tel: (416) 847 5161
jnevsky@alvarezandmarsal.com

Although your LOI will not be legally binding on either you or the Company, your LOI must be signed by one of your senior officers with the authority to submit such an LOI. Your LOI should reflect the best and most attractive basis upon which you would make a binding offer based on the information available to you at such time and should include, in reasonable detail, the following:

1. **Transaction Summary:** A description of the proposed transaction contemplated in your LOI, including a clear indication that your offer is to:
 - i. acquire all, substantially all or portions of the Company's assets or shares, including a description of such assets or shares to be purchased and, in the case of an asset sale, liabilities to be assumed; and/or
 - ii. make an investment in the Company, including a description of the contemplated transaction structure.

Your LOI should set out (i) the proposed enterprise value, expressed in Canadian dollars, that you would be prepared to offer to purchase all, or that portion of the Company or its assets, which is contemplated in your LOI, on a debt-free, cash-free basis as well as the proposed form of consideration, and/or (ii) a detailed description of the structure of your proposed investment, with specific reference to the entity or entities in which the investment would be made, and the

aggregate amount of equity, debt, or other form of investment contemplated in your proposal and the material terms thereof.

Your LOI should include the basis of determining the purchase price, including a description of any material assumptions. If your purchase price is expressed as a range of values, the difference between the high and low of such range for an acquisition of the Company should indicate your assumptions in setting any such range. We encourage you to consider limited ranges and to express your purchase price as a specified amount, unless your assumptions are clear in setting any range.

If applicable, your LOI should include the form of investment(s) you are proposing to make, including a description of the pro forma capital structure and indebtedness and the underlying assumptions regarding that structure.

Your LOI should set out any proposed working capital adjustment to your purchase price and any steps for such working capital adjustment to be determined upon closing of the transaction.

Your LOI should also include any other material attributes that you believe are important to evaluate your proposal.

2. **Financing Sources:** A description of your intended sources of equity and debt financing for the transaction, including details on the quantum of any debt and equity financing, evidence of the availability of such financing (including associated conditions and timing requirements) and details on any actions you have taken to date to obtain funding commitment(s) or any related contingencies. Note that, pursuant to the Non-Disclosure Agreement, without prior written consent of the Company, neither you nor your Representatives shall discuss the transaction with any potential lender or other debt capital provider.
3. **Identity of Offeror and Contact Information:** The identity of all parties comprising the offeror including the names, titles and contact information of key individuals from your organization with respect to the transaction, names of any advisors or consultants that you have retained to assist you in the evaluation of the Company and the names and contact numbers of the persons to be contacted by Alvarez & Marsal Canada Securities ULC ("A&M") in connection with your LOI. We ask that you have your representatives available between December 18 and December 24, 2015, to discuss any aspect of your LOI that we may require.
4. **Intention Regarding the Company and its Management and Employees:** A statement regarding any plans for the Company, its affiliates and its employees. Include specific statements concerning any plans for the ongoing involvement and roles of the Company's senior management/employees.
5. **Approvals:** An indication of the level of review and approval by senior officers and directors of your organization that your LOI has received to date, as well as any additional corporate, board, unitholder, shareholder, investment committee or other material approvals that would be required prior to your submission of a definitive binding proposal.
6. **Regulatory and Other Approvals:** An indication of any notices, consents, regulatory approvals or other approvals that may be required and any regulatory issues that your organization may face if it were to proceed with a transaction with the Company and the expected timing thereof.
7. **Closing Conditions; Other Terms and Conditions:** Conditions to closing that you wish to impose. Any other terms and conditions that would be required in order to complete the transaction.
8. **Expected Timing for Transaction Completion:** Your LOI should include your expected time frame to complete the transaction as well as any relevant information which may influence your ability to submit a binding proposal in the form of a Purchase and Sale Agreement by January 29,

2016 and consummate a transaction by February 12, 2016, or such other date as agreed to by the Company and you.

- 9. **Due Diligence:** A detailed outline of your due diligence requirements, related due diligence plan and an indication of expected time frame for completion of due diligence.
- 10. **Other:** Any other factors you believe may be relevant to the Company and A&M in evaluating your LOI.

The terms and content of this letter are subject to the terms of the Non-Disclosure Agreement previously executed by you.

The Company, its affiliates and its advisors assume no liability or obligation whatsoever to any interested party in connection with the process, including, but not limited to, as a result of the rejection of any or all of the LOIs, the acceptance of another interested party's LOI or the termination of the process. No party will be entitled for any reason (including, without limitation, any modification of the procedures contemplated herein) to reimbursement for any costs or expenses incurred in reliance upon the procedures set forth in this letter, as such procedures may be modified from time to time. No finder's fees, commissions, expenses or other compensation will be paid by the Company, its affiliates or its advisors to agents, consultants, advisors or other intermediaries of any party. The Company, its affiliates and its advisors reserve the right to amend any information which has been made available to interested parties whether by way of addition, deletion, amendment or otherwise.


Following December 18, 2015 the Company, in consultation with its advisors, will evaluate LOIs received and may select a short list of candidates who will be invited to proceed to Phase 2. Further information will be forwarded to parties who are invited to participate in Phase 2, which will include details on completing your due diligence, participating in a management presentation and site visit as well as instructions for submitting final, binding proposals. Phase 2 participants should be prepared to immediately begin Phase 2 due diligence and to complete their review.

In anticipation of Phase 2 and to assist the Company in scheduling a management presentation site visit, please provide three dates between January 11 and 29, 2016 when you would be available to attend a management presentation and site visit in Toronto, Ontario.

Pursuant to the Non-Disclosure Agreement, under no circumstances are you permitted to contact any of the Company's executives, employees, directors, shareholders, affiliates, lenders, customers, suppliers, vendors or service providers with respect to any transaction unless consented to by the Company or its advisors. All communications or inquiries regarding the process or any other matters relating to this letter should be directed to either Adam Zalev at (416) 847-5154 or Josh Nevsky at (416) 847-5161 of A&M.

Once again, we appreciate your interest in the Company and look forward to receiving your LOI.

Yours truly,

By:  _____

Name: Adam Zalev
Title: Managing Director

TAB D

THIS IS EXHIBIT "D"
REFERRED TO IN THE
AFFIDAVIT OF ADAM ZALEV
SWORN BEFORE ME,
THIS 4th DAY OF MAY, 2016



Commissioner for Taking Affidavits



January 29, 2016

STRICTLY PRIVATE AND CONFIDENTIAL

TO: Phase 2 Process Participants

RE: FirstOnSite Restoration L.P. – Submission of Final Bid

We appreciate your continued interest in FirstOnSite Restoration L.P. (the “Partnership” or “FOS”) and your participation in Phase 2 of the sale process. We are now requesting the submission of: (i) your comments to the proposed form of definitive asset purchase agreement (the “Definitive Agreement”); and (ii) your final proposal for the acquisition of the Partnership (“Final Bid”) on the timeline indicated below. Your mark-up of the Definitive Agreement should include the terms on which you are prepared to enter into a binding commitment in respect of the transaction, subject only to those conditions stated therein.

A mark-up of the Definitive Agreement, without your proposed purchase price, including a blackline reflecting all changes you are seeking to complete the transaction, as well as a complete list of your remaining due diligence requests should be submitted electronically no later than **12:00 p.m. (noon) Eastern Standard Time on Friday, February 12, 2016** to Alvarez & Marsal Canada Securities ULC (“A&M”), to the attention of Adam Zalev at the address below. If you believe that it would be helpful to discuss aspects of the draft Definitive Agreement with Stikeman Elliott LLP, FOS’s counsel, prior to your submission on February 12, 2016, you or your legal counsel may make arrangements to speak directly with Brian Pukier of Stikeman Elliott LLP either by telephone at (416) 869-5567 or email at bpukier@stikeman.com. Any proposed revisions to the Definitive Agreement should reflect the exact language that you are proposing to change.

The Partnership, together with its legal advisors and A&M, will then review your revisions and, where appropriate, have discussions with you and provide feedback on your revisions to the Definitive Agreement in advance of the Final Bid Deadline indicated below.

Following our review of your revisions to the draft Definitive Agreement, your Final Bid and your revised mark-up of the Definitive Agreement must be submitted in writing by no later than **5:00 p.m. Eastern Standard Time on Friday, February 19, 2016** (“Final Bid Deadline”) and addressed as follows:

Adam Zalev
Managing Director
Alvarez & Marsal Canada Securities ULC
Tel: (416) 847 5154
azalev@alvarezandmarsal.com

Your Final Bid should reflect your best and final offer and you should assume that you will not be given an opportunity to rebid, renegotiate, or improve any terms of your Final Bid. Your Final Bid must also include a letter that includes, without limitation, the following:

1. Transaction Summary: A description of the material terms and assumptions of your proposed transaction contemplated in your Final Bid, including a description of the assets and/or business operations to be purchased and liabilities to be assumed. It is the Partnership's preference that you purchase all of the assets of the Partnership and bids that contemplate a purchase of all of the assets of the Partnership will be given greater weight over other bids.
2. Purchase Price and Form of Consideration: The enterprise value, expressed in Canadian dollars that you would be prepared to offer, in cash, to purchase all, or that portion of the Partnership which is contemplated in your Final Bid (the "Purchase Price"). Your Final Bid should provide for a fixed amount of consideration that is a single number and not a range of values.

Enterprise value should be based on a debt-free, cash-free basis, based on an average level of non-cash working capital for the business (the "Target Working Capital"). We will shortly provide to you the amount you should assume will be the Target Working Capital.

As described in the Definitive Agreement, FOS will provide an estimate of the working capital as of the expected closing time (the "Final Working Capital") no later than five business days prior to the scheduled closing. The amount by which the Final Working Capital exceeds or is less than the Target Working Capital will be treated as a positive or negative adjustment to the Purchase Price.

3. Identity and Contact Information: The identity of all parties that will be sponsoring or participating in the Final Bid (collectively, the "Purchaser") including the names, titles and contact information of key individuals from your organization with respect to the transaction.
4. Sources of Financing: Your Final Bid should not be conditional upon obtaining financing and should be made on the basis that you have secured adequate and irrevocable financing to complete the transaction. If you will be relying on internally generated

funds, provide evidence of the sufficiency of such funds to complete the transaction. If you intend to access external financing (debt and/or equity), include: (i) draft copies of commitment letters from parties to provide sufficient funds to complete the transaction and satisfy all of the obligations of the Purchaser under the Definitive Agreement; and (ii) provide a list of contacts and contact information for each such source of financing, and authorization for A&M and Partnership's counsel to have discussions with such contacts.

5. Due Diligence: The Partnership has provided you with a significant amount of confidential information. The Partnership will consider and facilitate any final due diligence requests you submit with the submission of your comments to the draft Definitive Agreement. It is expected that you will have completed all of your due diligence investigation by the Final Bid Deadline and that your Final Bid will not be conditional on any further due diligence. In addition, to the extent you will be relying on external sources of financing, your Final Bid must confirm that such financing is not conditional upon completion of further due diligence.
6. Conditionality: Your Final Bid should have no conditions to closing other than those in the Definitive Agreement and must not be subject to financing or due diligence. The materiality of any additional conditions inserted into the draft Definitive Agreement will be a material consideration in evaluating the Final Bids received.
7. Regulatory Approvals: Your Definitive Agreement should identify all required regulatory approvals or other consents, if any, that must be obtained or complied with by you prior to closing of the transaction, and your Final Bid must include a detailed discussion of the expected timing and process for obtaining such approvals or consents and any anticipated impediments for obtaining such approvals or consents.

In addition, your Final Bid should include a description of all interests (e.g. voting / non-voting, board representations, or any other business interests) that could potentially raise an issue under any applicable competition laws in any relevant jurisdiction.
8. Other Approvals: All required internal, corporate or other approvals and consents should be obtained prior to submitting your Final Bid. Please include a statement in your Final Bid confirming that all such consents and approvals necessary to permit you to close the transaction have been obtained prior to submitting the Final Bid.
9. Expected Timing of Closing: Your Final Bid must include a description of the expected time frame to complete the transaction, including key milestones as well as any other relevant information which may influence your ability to consummate the transaction.
10. Employees & Operations: Provide details of any contemplated changes to the current terms and conditions of employment for continuing employees as well as details of any contemplated changes in the operations of the Partnership.

11. Expiration: Your Final Bid must remain open for acceptance by the Partnership and be irrevocable until at least 10 days following the Final Bid Deadline.
12. Other: Any other factors you believe may be relevant to the Partnership or A&M in evaluating your Final Bid.

Final Bids that, among other factors, maximize value for FOS's stakeholders, are submitted in accordance with this letter, provide for execution certainty and speed (including any regulatory approvals required to close the transaction), have minimal conditionality and demonstrate an ability and willingness to complete the transaction in an expeditious manner will be favoured.

Following the Final Bid Deadline, FOS and A&M will evaluate the Final Bids received and determine the process by which the Partnership moves forward. FOS may terminate this sale process at any time, or elect to accept any Final Bid submitted to it, or none at all, in its sole discretion.

FOS will not have any liability or obligation whatsoever to any interested party in connection with the sale process, including, but not limited to, as a result of the rejection of any or all of the Final Bids or the acceptance of another interested party's Final Bid. No party will be entitled for any reason (including, without limitation, any modification of the procedures contemplated herein) to reimbursement for any costs or expenses incurred in reliance upon the procedures set forth in this letter, as such procedures may be modified from time to time. No broker's fees, finder's fees, commissions, expenses or other compensation will be paid by the Partnership or A&M to agents, consultants, advisors or other intermediaries of any party. The Partnership and A&M reserve the right to amend any information which has been made available to interested parties whether by way of addition, deletion, amendment or otherwise.

In submitting a Final Bid, a prospective purchaser acknowledges that it is relying solely on its own investigation and evaluation of the Partnership and its business. FOS and A&M expressly disclaim any and all liability for representations, warranties or statements contained in this letter or in any other written material furnished or information orally transmitted to a potential purchaser, except only those particular representations and warranties of the Partnership made to the actual purchaser in the Definitive Agreement when, as and if such Definitive Agreement is ultimately executed by FOS and subject to such limitations and restrictions as may be contained therein. Until a Definitive Agreement is executed by FOS, neither the Partnership, nor A&M will have any obligations whatsoever to any potential purchaser.

The terms and content of this letter are subject to the terms of the non-disclosure agreement (the "Non-Disclosure Agreement") previously executed by you, which, among other things, unless specifically authorized, prohibits disclosure to third parties of any confidential information related either to the Partnership or to your interest or lack thereof in a transaction with the Partnership. Pursuant to the Non-Disclosure Agreement, unless otherwise permitted thereunder, under no circumstances are you permitted to contact any of the Partnership's executives, employees, directors, trustees, unitholders, lenders, customers, or suppliers with respect to the

sale process unless such contact has been prearranged with and approved by A&M. All communications or inquiries relating to this letter should be directed to Adam Zalev at (416) 847 5154.

Once again, we appreciate your interest in FOS and we look forward to receiving your Final Bid.



Adam Zalev

Managing Director

Alvarez & Marsal Canada Securities ULC

TAB E

THIS IS EXHIBIT "E"
REFERRED TO IN THE
AFFIDAVIT OF ADAM ZALEV
SWORN BEFORE ME,
THIS 25 DAY OF MAY, 2016

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits

From: Gauthier, Virginie <virginie.gauthier@nortonrosefulbright.com>
Sent: Tuesday, February 09, 2016 11:35 AM
To: Nevsky, Joshua; Zalev, Adam
Cc: Schmitt, Alexander; Sabusco, Michael
Subject: RE: Project Rose

Ok, thanks for info/

Virginie Gauthier
Partner

From: Nevsky, Joshua [<mailto:jnevsky@alvarezandmarsal.com>]
Sent: February-09-16 11:33 AM
To: Zalev, Adam; Gauthier, Virginie
Cc: Schmitt, Alexander; Sabusco, Michael
Subject: RE: Project Rose

Agreed, there is nothing material in arrears

Josh Nevsky
Alvarez & Marsal
Royal Bank Plaza South, Suite 2900
Toronto, ON M5J 2J1
Direct: 416.847.5161
Mobile: 416.710.0910
Fax: 416.847.5201
www.alvarezandmarsal.com

From: Zalev, Adam
Sent: Tuesday, February 09, 2016 11:32 AM
To: Gauthier, Virginie <virginie.gauthier@nortonrosefulbright.com>
Cc: Schmitt, Alexander <alexander.schmitt@nortonrosefulbright.com>; Sabusco, Michael <michael.sabusco@nortonrosefulbright.com>; Nevsky, Joshua <jnevsky@alvarezandmarsal.com>
Subject: RE: Project Rose

We haven't prepared one yet but that is largely a function of the fact that there really shouldn't be any.....lease costs, etc are up to date and we don't contemplate that they will go into arrears unless Nevsky now contradicts me and says otherwise.....

From: Gauthier, Virginie [<mailto:virginie.gauthier@nortonrosefulbright.com>]
Sent: Tuesday, February 09, 2016 11:27 AM
To: Zalev, Adam
Cc: Schmitt, Alexander; Sabusco, Michael
Subject: Project Rose

Hey Adam,

Have you guys prepared a schedule of all cure costs that would be payable to assign the leases and contracts?

Virginie Gauthier

Partner

Law around the world
nortonrosefulbright.com

Norton Rose Fulbright is ranked number one in the client-driven Acritas' Canadian Law Firm Brand Index 2015.

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TAB F

THIS IS EXHIBIT "F"
REFERRED TO IN THE
AFFIDAVIT OF ADAM ZALEV
SWORN BEFORE ME,
THIS 25 DAY OF MAY, 2016

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trade-mark Agents
595 Burrard Street, P.O. Box 49314
Suite 2600, Three Bentall Centre
Vancouver BC V7X 1L3 Canada
Tel: 604-631-3300 Fax: 604-631-3309

May 5, 2016

Helen Sevenoaks
Associate

Dir: 604-631-4164

helen.sevenoaks@blakes.com

VIA E-MAIL

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

cc: Goodmans LLP
Barristers & Solicitors
333 Bay Street
Toronto, ON M5H 2S7

Attention: Haddon Murray
(Counsel to FirstOnSite)

Attention: Robert Chadwick
(Counsel to the Monitor)

RE: In The Matter of a Plan of Compromise or Arrangement of FirstOnSite G.P. Inc.
("FirstOnSite"), OSCJ, Action No. CV-16-11358-00CL

Dear Mr. Murray:

We write further to your email of today's date.

This letter adopts the same definitions for capitalized terms as our letter dated May 4, 2016.

Further to your request, we attach a zipped file enclosing copies of the invoices and the statement of account, showing the pre-filing debt due and owing to JPL in connection with the Agreements.

In our previous letter dated May 4, 2016, we stated that the total amount of pre-filing debt due and owing to JPL was \$1,190,420.56, which included amounts invoiced on May 1, 2016, under the Master Fleet Agreement. Based on our client's further review of the invoices, the total amount is \$1,175,169.57, as set out in the statement of account.

We trust that the documentation provided is satisfactory.

Sincerely,

Helen Sevenoaks

HMES/akn

50990527.1

42

STATEMENT OF ACCOUNT

DATE: 05/05/16

CUST NAME: First On Site

ACCOUNT #: 205232

INVOICE #	Due Date	AMOUNT
Fleet cards		
FM056862 FirstOnSite GP Inc. - Eastern	3/1/2016	\$ 62,808.19
FM056863 FirstOnSite GP Inc. - Central	3/1/2016	\$ 102,962.42
FM056864 FirstOnSite GP Inc. - Western	3/1/2016	\$ 115,939.91
		\$ 281,710.52
Lease		
LA255039 FirstOnSite GP Inc. - Eastern	3/1/2016	\$ 42,175.48
LA255040 FirstOnSite GP Inc. - Central	3/1/2016	\$ 41,260.19
LA255041 FirstOnSite GP Inc. - Western	3/1/2016	\$ 88,825.44
		\$ 172,261.11
Fleet cards		
FM057271 FirstOnSite GP Inc. - Quebec	4/1/2016	\$ 15,125.55
FM057278 FirstOnSite GP Inc. - Eastern	4/1/2016	\$ 36,992.39
FM057279 FirstOnSite GP Inc. - Central	4/1/2016	\$ 98,529.20
FM057280 FirstOnSite GP Inc. - Western	4/1/2016	\$ 125,671.68
		\$ 276,318.82
Lease		
LA257063 FirstOnSite GP Inc. - Quebec	4/1/2016	\$ 13,927.44
LA257084 FirstOnSite GP Inc. - Eastern	4/1/2016	\$ 36,751.48
LA257085 FirstOnSite GP Inc. - Central	4/1/2016	\$ 58,917.81
LA257086 FirstOnSite GP Inc. - Western	4/1/2016	\$ 88,825.44
		\$ 198,422.17
Fleet cards		
FM057692 FirstOnSite GP Inc. - Quebec	05/01/16	\$ 14,126.18
FM057699 FirstOnSite GP Inc. - Eastern	05/01/16	\$ 37,025.60
FM057700 FirstOnSite GP Inc. - Central	05/01/16	\$ 85,963.22
FM057701 FirstOnSite GP Inc. - Western	05/01/16	\$ 109,341.95
		\$ 246,456.95
Total		\$ 1,175,169.57



Jim Pattison Lease Lease Invoice Summary

Canada's Leader in Customized Fleet Management

Customer Service:
JPLInvoice@jplease.com
1-866-616-4448

43

FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP Nicole Sheppard 60 Admiral Blvd. Mississauga, ON L5T2W1 FirstOnSite GP Inc. - Central	Account Number: 205232 Invoice Number: LA257085 Invoice Due Date: 01-Apr-2016 Invoice Date: 15-Mar-2016 GST Reg: 11940 6502 RT0028
------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Lease	\$47,146.74
Other Charges	\$5,129.42
PST/QST	\$501.80
GST/HST	\$6,139.85
Net Invoice Total:	\$58,917.81

Message Centre

Did you know that Jim Pattison Lease now offers e-billing? You can now go paperless and access your bills online, 24/7. Interested? Contact your local customer service rep today.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
ON	\$51.98	\$5,858.71	\$3,585.40
MB	\$449.82	\$281.14	\$0.00
	\$501.80	\$6,139.85	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***



Jim Pattison Lease

Canada's Leader in Customized Fleet Management

Account Number: 205232
 Invoice Number: LA257085
 Invoice Due Date: 01-Apr-2016
 Net Invoice Total: \$58,917.81

Payment Amount

Please write in the amount of your payment

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9

Attention: Nicole Sheppard
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 60 Admiral Blvd.
 Mississauga, ON L5T2W1

FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP ACCOUNTS PAYABLE 3016 - 21 STREET NE CALGARY, AB T2E6Z2 FirstOnSite GP Inc. - Western	Account Number: 205232 Invoice Number: LA257086 Invoice Due Date: 01-Apr-2016 Invoice Date: 15-Mar-2016 GST Reg: 11940 6502 RT0028
------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Lease	\$82,560.40
PST/QST	\$2,136.94
GST/HST	\$4,128.10
Net Invoice Total:	\$88,825.44

Message Centre

Did you know that Jim Pattison Lease now offers e-billing? You can now go paperless and access your bills online, 24/7. Interested? Contact your local customer service rep today.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
AB	\$0.00	\$2,556.05	\$0.00
BC	\$1,876.95	\$1,312.06	\$0.00
SK	\$259.99	\$259.99	\$0.00
	\$2,136.94	\$4,128.10	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***

Account Number: 205232
 Invoice Number: LA257086
 Invoice Due Date: 01-Apr-2016
 Net Invoice Total: \$88,825.44

Payment Amount
 Please write in the amount of your payment

Attention: ACCOUNTS PAYABLE
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 3016 - 21 STREET NE
 CALGARY, AB T2E6Z2

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9



Jim Pattison Lease Lease Invoice Summary

Canada's Leader in Customized Fleet Management

Customer Service: **45**
JPLInvoice@jplease.com
1-866-616-4448

FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP Erin Geddes 39 Gurholt Drive Dartmouth, NS B3B1J8 FirstOnSite GP Inc. - Eastern	Account Number: 205232 Invoice Number: LA257084 Invoice Due Date: 01-Apr-2016 Invoice Date: 15-Mar-2016 GST Reg: 11940 6502 RT0028
------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Lease	\$32,122.45
PST/QST	\$0.00
GST/HST	\$4,629.03
Net Invoice Total:	\$36,751.48

Message Centre

Did you know that Jim Pattison Lease now offers e-billing? You can now go paperless and access your bills online, 24/7. Interested? Contact your local customer service rep today.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
NS	\$0.00	\$2,835.09	\$1,890.05
PE	\$0.00	\$1,051.49	\$675.98
NB	\$0.00	\$742.45	\$456.89
	\$0.00	\$4,629.03	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***



Jim Pattison Lease

Canada's Leader in Customized Fleet Management

Account Number: 205232
 Invoice Number: LA257084
 Invoice Due Date: 01-Apr-2016
 Net Invoice Total: \$36,751.48

Payment Amount

Please write in the amount of your payment

Attention: Erin Geddes
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 39 Gurholt Drive
 Dartmouth, NS B3B1J8

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9

46

Customer Service:
JPLInvoice@jplease.com
1-866-616-4448

FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP Accounts Payable 290 Avenue Guthrie Dorval, QC H9P2V2 FirstOnSite GP Inc. - Quebec	Account Number: 205232 Invoice Number: LA257063 Invoice Due Date: 01-Apr-2016 Invoice Date: 15-Mar-2016 GST Reg: 11940 6502 RT0028
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Charge Group	Billed
Lease	\$12,113.46
PST/QST	\$1,208.29
GST/HST	\$605.69
Net Invoice Total:	\$13,927.44

Message Centre

Did you know that Jim Pattison Lease now offers e-billing? You can now go paperless and access your bills online, 24/7. Interested? Contact your local customer service rep today.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
QC	\$1,208.29	\$605.69	\$0.00
	\$1,208.29	\$605.69	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***

Account Number: 205232
 Invoice Number: LA257063
 Invoice Due Date: 01-Apr-2016
 Net Invoice Total: \$13,927.44

Payment Amount
 Please write in the amount of your payment

Attention: Accounts Payable
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 290 Avenue Guthrie
 Dorval, QC H9P2V2

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9

47

 Customer Service:
 JPLInvoice@jplease.com
 1-866-616-4448

FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP ACCOUNTS PAYABLE 3016 - 21 STREET NE CALGARY, AB T2E6Z2 FirstOnSite GP Inc. - Western	Account Number: 205232 Invoice Number: LA255041 Invoice Due Date: 01-Mar-2016 Invoice Date: 17-Feb-2016 GST Reg: 11940 6502 RT0028
------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Lease	\$82,560.40
PST/QST	\$2,136.94
GST/HST	\$4,128.10
Net Invoice Total:	\$88,825.44

Message Centre

Did you know that Jim Pattison Lease now offers e-billing? You can now go paperless and access your bills online, 24/7. Interested? Contact your local customer service rep today.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
AB	\$0.00	\$2,556.05	\$0.00
BC	\$1,876.95	\$1,312.06	\$0.00
SK	\$259.99	\$259.99	\$0.00
	\$2,136.94	\$4,128.10	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***

 Account Number: 205232
 Invoice Number: LA255041
 Invoice Due Date: 01-Mar-2016
 Net Invoice Total: \$88,825.44

Payment Amount

Please write in the amount of your payment

 Attention: ACCOUNTS PAYABLE
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 3016 - 21 STREET NE
 CALGARY, AB T2E6Z2

 Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9

48

Customer Service:
JPLInvoice@jplease.com
1-866-616-4448

FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP Nicole Sheppard 60 Admiral Blvd. Mississauga, ON L5T2W1 FirstOnSite GP Inc. - Central	Account Number: 205232 Invoice Number: LA255040 Invoice Due Date: 01-Mar-2016 Invoice Date: 17-Feb-2016 GST Reg: 11940 8502 RT0028
------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Lease	\$33,166.24
Other Charges	\$3,526.53
PST/QST	\$501.80
GST/HST	\$4,065.62
Net Invoice Total:	\$41,260.19

Message Centre

Did you know that Jim Pattison Lease now offers e-billing? You can now go paperless and access your bills online, 24/7. Interested? Contact your local customer service rep today.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
ON	\$0.00	\$3,751.99	\$2,308.94
MB	\$501.80	\$313.63	\$0.00
	\$501.80	\$4,065.62	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***

Account Number: 205232
 Invoice Number: LA255040
 Invoice Due Date: 01-Mar-2016
 Net Invoice Total: \$41,260.19

Payment Amount
 Please write in the amount of your payment

Attention: Nicole Sheppard
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 60 Admiral Blvd.
 Mississauga, ON L5T2W1

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9



Jim Pattison Lease Lease Invoice Summary

Canada's Leader in Customized Fleet Management

49

Customer Service:
JPLInvoice@jplease.com
1-866-616-4448

FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP Erin Geddes 39 Gurholt Drive Dartmouth, NS B3B1J8 FirstOnSite GP Inc. - Eastern	Account Number: 205232 Invoice Number: LA255039 Invoice Due Date: 01-Mar-2016 Invoice Date: 17-Feb-2016 GST Reg: 11940 6502 RT0028
------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Lease	\$32,122.45
Other Charges	\$4,800.00
PST/QST	\$0.00
GST/HST	\$5,253.03
Net Invoice Total:	\$42,175.48

Message Centre

Did you know that Jim Pattison Lease now offers e-billing? You can now go paperless and access your bills online, 24/7. Interested? Contact your local customer service rep today.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
NS	\$0.00	\$2,835.09	\$1,890.05
NB	\$0.00	\$1,366.45	\$840.89
PE	\$0.00	\$1,051.49	\$675.98
	\$0.00	\$5,253.03	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***



Jim Pattison Lease

Canada's Leader in Customized Fleet Management

Account Number: 205232
 Invoice Number: LA255039
 Invoice Due Date: 01-Mar-2016
 Net Invoice Total: \$42,175.48

Payment Amount

Please write in the amount of your payment

Attention: Erin Geddes
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 39 Gurholt Drive
 Dartmouth, NS B3B1J8

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9

FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP Nicole Sheppard 60 Admiral Blvd. Mississauga, ON L5T2W1 FirstOnSite GP Inc. - Central	Account Number: 205232 Invoice Number: FM057700 Invoice Due Date: 01-May-2016 Invoice Date: 21-Apr-2016 GST Reg: 11940 6502 RT0028
------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Credit	(\$126.50)
Fuel	\$50,370.16
Maintenance	\$24,260.58
Program Fee	\$1,886.00
Other	(\$149.50)
PST/QST	\$130.04
GST/HST	\$9,592.44
Net Invoice Total:	\$85,963.22

Message Centre

Please note that on next month's billing run we will be implementing some improvements to our billing platform. More details will follow via email.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
ON	\$0.00	\$9,386.19	\$5,775.56
MB	\$130.04	\$202.03	\$0.00
QC	\$0.00	\$4.22	\$0.00
AB	\$0.00	\$0.00	\$0.00
	\$130.04	\$9,592.44	

Taxes included in the invoice.

*** Please remove and submit the section below with your payment ***

Account Number: 205232
 Invoice Number: FM057700
 Invoice Due Date: 01-May-2016
 Net Invoice Total: \$85,963.22

Payment Amount
 Please write in the amount of your payment

Attention: Nicole Sheppard
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 60 Admiral Blvd.
 Mississauga, ON L5T2W1

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9

51

Customer Service:
JPLInvoice@jplease.com
1-866-616-4448

FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP Erin Geddes 39 Gurholt Drive Dartmouth, NS B3B1J8 FirstOnSite GP Inc. - Eastern	Account Number: 205232 Invoice Number: FM057699 Invoice Due Date: 01-May-2016 Invoice Date: 21-Apr-2016 GST Reg: 11940 6502 RT0028
------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Fuel	\$24,399.79
Maintenance	\$6,675.85
Program Fee	\$1,276.50
PST/QST	\$0.00
GST/HST	\$4,673.46
Net Invoice Total:	\$37,025.60

Message Centre

Please note that on next month's billing run we will be implementing some improvements to our billing platform. More details will follow via email.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
NS	\$0.00	\$2,589.89	\$1,726.43
PE	\$0.00	\$1,184.55	\$761.69
NB	\$0.00	\$899.02	\$553.19
	\$0.00	\$4,673.46	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***

Account Number: 205232
 Invoice Number: FM057699
 Invoice Due Date: 01-May-2016
 Net Invoice Total: \$37,025.60

Payment Amount

Please write in the amount of your payment

Attention: Erin Geddes
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 39 Gurholt Drive
 Dartmouth, NS B3B1J8

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9

52

FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP Accounts Payable 290 Avenue Guthrie Dorval, QC H9P2V2 FirstOnSite GP Inc. - Quebec	Account Number: 205232 Invoice Number: FM057692 Invoice Due Date: 01-May-2016 Invoice Date: 21-Apr-2016 GST Reg: 11940 6502 RT0028
---------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Fuel	\$8,771.59
Maintenance	\$3,951.93
Program Fee	\$391.00
PST/QST	\$394.20
GST/HST	\$617.46
Net Invoice Total:	\$14,126.18

Message Centre

Please note that on next month's billing run we will be implementing some improvements to our billing platform. More details will follow via email.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
QC	\$394.20	\$617.46	\$0.00
	\$394.20	\$617.46	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***

Account Number: 205232
 Invoice Number: FM057692
 Invoice Due Date: 01-May-2016
 Net Invoice Total: \$14,126.18

Payment Amount
 Please write in the amount of your payment

Attention: Accounts Payable
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 290 Avenue Guthrie
 Dorval, QC H9P2V2

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9



FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP ACCOUNTS PAYABLE 3016 - 21 STREET NE CALGARY, AB T2E6Z2 FirstOnSite GP Inc. - Western	Account Number: 205232 Invoice Number: FM057280 Invoice Due Date: 01-Apr-2016 Invoice Date: 17-Mar-2016 GST Reg: 11940 6502 RT0028
------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Credit	(\$23.00)
Fuel	\$64,655.09
Maintenance	\$49,518.95
Program Fee	\$3,013.00
Other	(\$23.00)
PST/QST	\$2,683.47
GST/HST	\$5,847.17
Net Invoice Total:	\$125,671.68

Message Centre

Did you know that Jim Pattison Lease now offers e-billing? You can now go paperless and access your bills online, 24/7. Interested? Contact your local customer service rep today.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
BC	\$2,520.63	\$3,869.74	\$0.00
AB	\$0.00	\$1,649.77	\$0.00
SK	\$162.84	\$327.66	\$0.00
	\$2,683.47	\$5,847.17	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***

Account Number: 205232
 Invoice Number: FM057280
 Invoice Due Date: 01-Apr-2016
 Net Invoice Total: \$125,671.68

Payment Amount
 Please write in the amount of your payment

Attention: ACCOUNTS PAYABLE
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 3016 - 21 STREET NE
 CALGARY, AB T2E6Z2

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9

54

FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP Nicole Sheppard 60 Admiral Blvd. Mississauga, ON L5T2W1 FirstOnSite GP Inc. - Central	Account Number: 205232 Invoice Number: FM057279 Invoice Due Date: 01-Apr-2016 Invoice Date: 17-Mar-2016 GST Reg: 11940 6502 RT0028
------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Credit	(\$92.00)
Fuel	\$46,936.75
Maintenance	\$38,465.47
Program Fee	\$2,070.00
PST/QST	\$102.76
GST/HST	\$11,046.22
Net Invoice Total:	\$98,529.20

Message Centre

Did you know that Jim Pattison Lease now offers e-billing? You can now go paperless and access your bills online, 24/7. Interested? Contact your local customer service rep today.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
ON	\$0.00	\$10,846.04	\$6,673.56
MB	\$102.76	\$184.62	\$0.00
QC	\$0.00	\$15.56	\$0.00
	\$102.76	\$11,046.22	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***

Account Number: 205232
 Invoice Number: FM057279
 Invoice Due Date: 01-Apr-2016
 Net Invoice Total: \$98,529.20

Payment Amount
 Please write in the amount of your payment

Attention: Nicole Sheppard
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 60 Admiral Blvd.
 Mississauga, ON L5T2W1

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9

FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP Erin Geddes 39 Gurholt Drive Dartmouth, NS B3B1J8 FirstOnSite GP Inc. - Eastern	Account Number: 205232 Invoice Number: FM057278 Invoice Due Date: 01-Apr-2016 Invoice Date: 17-Mar-2016 GST Reg: 11940 6502 RT0028
------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Fuel	\$24,373.49
Maintenance	\$6,668.91
Program Fee	\$1,276.50
PST/QST	\$0.00
GST/HST	\$4,673.49
Net Invoice Total:	\$36,992.39

Message Centre

Did you know that Jim Pattison Lease now offers e-billing? You can now go paperless and access your bills online, 24/7. Interested? Contact your local customer service rep today.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
NS	\$0.00	\$2,770.29	\$1,846.62
NB	\$0.00	\$986.11	\$606.80
PE	\$0.00	\$917.09	\$589.75
	\$0.00	\$4,673.49	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***

Account Number: 205232
 Invoice Number: FM057278
 Invoice Due Date: 01-Apr-2016
 Net Invoice Total: \$36,992.39

Payment Amount
 Please write in the amount of your payment

Attention: Erin Geddes
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 39 Gurholt Drive
 Dartmouth, NS B3B1J8

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9

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FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP Accounts Payable 290 Avenue Guthrie Dorval, QC H9P2V2 FirstOnSite GP Inc. - Quebec	Account Number: 205232 Invoice Number: FM057271 Invoice Due Date: 01-Apr-2016 Invoice Date: 17-Mar-2016 GST Reg: 11940 6502 RT0028
---------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Fuel	\$9,218.77
Maintenance	\$4,408.94
Program Fee	\$391.00
PST/QST	\$439.79
GST/HST	\$667.05
Net Invoice Total:	\$15,125.55

Message Centre

Did you know that Jim Pattison Lease now offers e-billing? You can now go paperless and access your bills online, 24/7. Interested? Contact your local customer service rep today.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
QC	\$439.79	\$655.93	\$0.00
ON	\$0.00	\$11.12	\$6.85
	\$439.79	\$667.05	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***

Account Number: 205232
 Invoice Number: FM057271
 Invoice Due Date: 01-Apr-2016
 Net Invoice Total: \$15,125.55

Payment Amount
 Please write in the amount of your payment

Attention: Accounts Payable
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 290 Avenue Guthrie
 Dorval, QC H9P2V2

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9

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FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP ACCOUNTS PAYABLE 3016 - 21 STREET NE CALGARY, AB T2E6Z2 FirstOnSite GP Inc. - Western	Account Number: 205232 Invoice Number: FM056864 Invoice Due Date: 01-Mar-2016 Invoice Date: 18-Feb-2016 GST Reg: 11940 6502 RT0028
------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Credit	(\$23.00)
Fuel	\$68,597.81
Maintenance	\$37,174.66
Program Fee	\$3,036.00
Other	(\$11.50)
PST/QST	\$1,740.28
GST/HST	\$5,425.66
Net Invoice Total:	\$115,939.91

Message Centre

Did you know that Jim Pattison Lease now offers e-billing? You can now go paperless and access your bills online, 24/7. Interested? Contact your local customer service rep today.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
BC	\$1,679.88	\$3,336.17	\$0.00
AB	\$0.00	\$1,784.14	\$0.00
SK	\$60.40	\$305.35	\$0.00
	\$1,740.28	\$5,425.66	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***

Account Number: 205232
 Invoice Number: FM056864
 Invoice Due Date: 01-Mar-2016
Net Invoice Total: \$115,939.91

Payment Amount
 Please write in the amount of your payment

Attention: ACCOUNTS PAYABLE
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 3016 - 21 STREET NE
 CALGARY, AB T2E6Z2

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9

FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP Nicole Sheppard 60 Admiral Blvd. Mississauga, ON L5T2W1 FirstOnSite GP Inc. - Central	Account Number: 205232 Invoice Number: FM056863 Invoice Due Date: 01-Mar-2016 Invoice Date: 18-Feb-2016 GST Reg: 11940 6502 RT0028
------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Credit	(\$80.50)
Fuel	\$50,492.73
Maintenance	\$38,965.76
Program Fee	\$2,001.00
PST/QST	\$79.22
GST/HST	\$11,504.21
Net Invoice Total:	\$102,962.42

Message Centre

Did you know that Jim Pattison Lease now offers e-billing? You can now go paperless and access your bills online, 24/7. Interested? Contact your local customer service rep today.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
ON	\$0.00	\$11,278.95	\$6,937.84
MB	\$79.22	\$223.58	\$0.00
AB	\$0.00	\$1.68	\$0.00
	\$79.22	\$11,504.21	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***

Account Number: 205232
 Invoice Number: FM056863
 Invoice Due Date: 01-Mar-2016
 Net Invoice Total: \$102,962.42

Payment Amount

Please write in the amount of your payment

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9

Attention: Nicole Sheppard
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 60 Admiral Blvd.
 Mississauga, ON L5T2W1

FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP Erin Geddes 39 Gurholt Drive Dartmouth, NS B3B1J8 FirstOnSite GP Inc. - Eastern	Account Number: 205232 Invoice Number: FM056862 Invoice Due Date: 01-Mar-2016 Invoice Date: 18-Feb-2016 GST Reg: 11940 6502 RT0028
------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Charge Group	Billed
Fuel	\$27,710.14
Maintenance	\$25,906.81
Program Fee	\$1,276.50
PST/QST	\$0.00
GST/HST	\$7,914.74
Net Invoice Total:	\$62,808.19

Message Centre

Did you know that Jim Pattison Lease now offers e-billing? You can now go paperless and access your bills online, 24/7. Interested? Contact your local customer service rep today.

Tax Summary

Prov	PST/QST	GST/HST	HST - Prov Portion
NS	\$0.00	\$4,861.63	\$3,240.90
NB	\$0.00	\$1,791.32	\$1,102.30
PE	\$0.00	\$1,261.79	\$811.33
	\$0.00	\$7,914.74	

Taxes included in the Invoice.

*** Please remove and submit the section below with your payment ***

Account Number: 205232
 Invoice Number: FM056862
 Invoice Due Date: 01-Mar-2016
 Net Invoice Total: \$62,808.19

Payment Amount

Please write in the amount of your payment

Attention: Erin Geddes
 FirstOnSite GP Inc. as General Partner of FirstOnSite Restoration LP
 39 Gurholt Drive
 Dartmouth, NS B3B1J8

Remit To:
 Jim Pattison Lease - Accounts Receivable
 2700 Matheson Boulevard East
 Suite 500, Box 61, West Tower
 Mississauga, ON L4W 4V9

TAB G

THIS IS EXHIBIT "G"
REFERRED TO IN THE
AFFIDAVIT OF ADAM ZALEV
SWORN BEFORE ME,
THIS 28th DAY OF MAY, 2016



Commissioner for Taking Affidavits

CONFIDENTIAL

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

**AFFIDAVIT OF ADAM ZALEV
(SWORN MAY 25, 2016)**

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: mkonyukhova@stikeman.com

Vlad Calina LSUC#: 69072W
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Fax: (416) 947-0866

Lawyers for the Applicant

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TAB 2

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

AFFIDAVIT OF JOSHUA B. NEVSKY
(Sworn May 25, 2016)
(Re Cure Costs Motion)

I, Joshua B. Nevsky, of the City of Toronto, in the Province of Ontario MAKE
OATH AND SAY:

1. I am a Director at Alvarez & Marsal Canada Securities ULC ("**A&M**") in Toronto. A&M was engaged by FirstOnSite Restoration L.P. ("**FirstOnSite LP**"), by its general partner FirstOnSite G.P. Inc. ("**FirstOnSite GP**"), a limited partnership formed under the laws of Ontario, on October 30, 2015 as its financial advisor to, among other things, undertake a sale and investment solicitation process ("**SISP**"). As such, I have knowledge of the matters to which I hereinafter depose save for matters based on information and belief, in which case I verily believe them to be true.

2. This affidavit is sworn in response to the affidavit of Jeff Johnson sworn May 24, 2016 (the "**Johnson Cure Cost Motion Affidavit**") in connection with the motion by brought by 3297167 Nova Scotia Limited (the "**Purchaser**") for directions with respect to the interpretation of the asset purchase agreement (the "**APA**") dated April 21, 2016 between FirstOnSite LP (by its partner FirstOnSite GP) and the Purchaser.

3. This affidavit is supplementary to the Affidavit of Adam Zalev sworn May 25, 2016 (the "**Zalev Cure Costs Motion Affidavit**") in connection with this motion. All

capitalized terms not herein defined have the meaning set out in the Zalev Cure Costs Motion Affidavit.

A. Due Diligence Requests During Phase II of the SISP

4. I am a member of the A&M 'deal team' which undertook the SISP in connection with FirstOnSite. In connection with this mandate, I report directly to Adam Zalev, the A&M Managing Director who is ultimately responsible for this engagement. In my capacity as a Director at A&M, I was the main A&M contact for dealing with, *inter alia*, representatives from Delos and Interstate on behalf of the Purchaser (and its advisors) in respect of the proposed FirstOnSite transaction.¹

5. Between the execution of the NDA and the execution of the final and definitive version of the APA on April 20, 2016 and in particular during Phase II of the SISP which commenced on January 4, 2016, the Purchaser made numerous and comprehensive due diligence inquiries. During this period of time, I had frequent (and often multiple times per day) correspondence with, *inter alia*, counsel for the Purchaser at Norton Rose, financial advisors at RSM and representatives from Delos (mainly, Matt Constantino and Will Debruyne) and Interstate (mainly, Jeff Johnson) on numerous actionable items.

6. Following the February 12, 2016 Final Bid Deadline, the Purchaser, together with its legal and financial representatives, continued its comprehensive due diligence program, including meeting with senior management (CEO, CFO, President & COO) and various regional and operational managers on a number of occasions and performing an extensive review of financial and legal information. Among the broad array of diligence requests made during this period, the Purchaser sought and was provided copies of all documents evidencing FirstOnSite's material capital and/or

¹ Hereinafter, where reference is made to actions taken by such representatives in connection with the APA, reference will be made to the Purchaser.

operating lease arrangements involving personal property and a list of specific assets that are the subject of such arrangements.

7. In March 2016, at its request, representatives from the Purchaser also held in person meetings with A&M and various representatives of the Vendor, including its chief executive officer, chief financial officer, president and chief operating officer, and various regional managers to advance its due diligence.

8. I have reviewed my email, SMS and other records, as well as my notes, for the time period from the commencement of Phase II of the SISP on January 4, 2016 and until April 20, 2016 when the APA was executed in connection with this motion. The only reference from the Purchaser or its representatives to an enquiry about Cure Costs or FirstOnSite's accounts payable I was able to locate was the email exchange between myself, Adam Zalev and Virginie Gauthier of Norton Rose, Canadian counsel for the Purchaser on February 9, 2016 which is described in greater detail and is attached as an Exhibit to the Zalev Cure Costs Motion Affidavit.

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

B. The April 4, 2016 and April 5, 2016 Meetings

10. In addition to the in-person meetings in February and March, on April 4 and April 5, 2016, at the request of the Purchaser, A&M met with representatives from Delos and Interstate (i.e., Mr. Johnson and Mr. Constantino) and facilitated meetings with representatives from FirstOnSite (including FirstOnSite's chief executive office, chief financial officer, president and chief operating officer, and various regional managers).

11. Neither Cure Costs, the status of accounts payable nor the amount of arrears owing under any of the contracts the Purchaser may have wanted to assume at the time

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were on the agenda for the April 4 and 5 meetings. I do not have any records of the Purchaser or any of its representatives requesting that I or anyone from FirstOnSite prepare a schedule of any amounts then outstanding under any of FirstOnSite's leases or contracts in advance of the meetings or after the meetings. As a result, I did not at that time review the status of FirstOnSite's payments under any of its leases or contracts. At the time, I did not understand the Purchaser to have finalized the list of contracts it wished to take assignment of. I understand this list was not prepared until many weeks after those meeting.

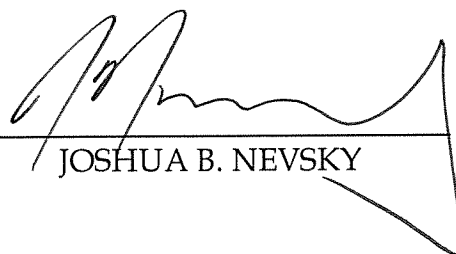
12. I have no recollection of any conversation or exchange with Mr. Johnson (or Mr. Constantino) during the meetings on April 4 and 5, 2016, whether at the elevator bank of our office or otherwise, regarding the quantum of Cure Costs owing (or potentially owing) under any of FirstOnSite's contracts. I do not recall asking Mr. Johnson why he was "worrying" about the monetary defaults under any of FirstOnSite's contracts and I did not tell him that the contracts were "up-to-date", and that any outstanding Cure Costs "were immaterial", that Cure Costs "would be limited to several thousand dollars", or that "there is nothing there". As mentioned above, at the time of these alleged discussions, the Purchaser had not even finalized the list of contracts it was interested in taking assignment of as contemplated under the APA.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, on May 28, 2016.



Commissioner for Taking Affidavits

Vlad Calina
LSUC# 69072W



JOSHUA B. NEVSKY

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**

Proceeding commenced at Toronto

**AFFIDAVIT OF JOSHUA B. NEVSKY
(SWORN MAY 25, 2016)**

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

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Lawyers for the Applicant

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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS Court File No. CV-16-11358-00CL
AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FIRSONSITE G.P. INC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List**

Proceeding commenced at Toronto

**RESPONDING MOTION RECORD
(Re Cure Costs Motion),
(Returnable May 26, 2016)**

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5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9
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Lawyers for the Applicant