

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE MR ) MONDAY, THE 27<sup>TH</sup>  
JUSTICE NEWBOULD ) DAY OF JUNE, 2016

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

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

**Applicant**

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

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

**ON READING** the Affidavit of Kevin McElcheran sworn June 22, 2016, the Supplemental Affidavit of Kevin McElcheran sworn June 24, 2016 (the

“**Supplemental Affidavit**”) and the Third Report of FTI Consulting Canada Inc. in its capacity as the monitor of FirstOnSite dated June 22, 2016 (the “**Monitor**”), and on hearing the submissions of counsel to FirstOnSite, counsel to BDC Capital Inc. and counsel to the Monitor, no one appearing for any other person, although properly served as appears from the affidavits of service of C. Haddon Murray sworn June 23, 2016 and June 24, 2016, filed:

### **SERVICE**

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

### **APPOINTMENT OF CRO**

2. **THIS COURT ORDERS** that Oriole is hereby appointed CRO over FirstOnSite and shall, subject to the Orders of the Court that have been and may be granted from time to time in these proceedings, have the powers and obligations set out in the engagement letter dated June 24, 2016 in the form attached as Exhibit “A” to the Supplemental Affidavit (the “**CRO Agreement**”), including, without limitation the power to:

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

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

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

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

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

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

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

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

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

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

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

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

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

**MISCELLANEOUS**

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

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

JUN 27 2016

PER / PAR:



IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 2123125 ONTARIO INC.

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**ORDER  
(APPOINTMENT OF CRO)**

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