

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

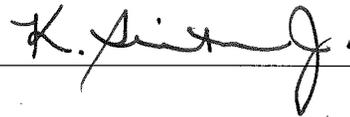
13. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

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

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

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

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



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

JUN 01 2016

PER / PAR: *RW*

Schedule A - Form of Monitor's Certificate

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

Applicant

MONITOR'S CERTIFICATE

RECITALS

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

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

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

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

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

THE MONITOR CERTIFIES the following:

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

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

Per: _____

Name:

Title:

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

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

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

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

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

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

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

Schedule C - Form of Subsequent Monitor's Certificate

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

Applicant

SUBSEQUENT MONITOR'S CERTIFICATE

RECITALS

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

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

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

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

THE MONITOR CERTIFIES the following:

1. The Purchaser has delivered the Transition Date Notice to the Monitor.

3. This Certificate was delivered by the Monitor at _____ [TIME] on _____, 2016.

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

Per: _____
Name:
Title:

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

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