

**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

**SECOND SUPPLEMENTAL MOTION RECORD
(Re Assignment of Contracts, Stay Extension and Distribution)
(Returnable May 18, 2016)**

May 12, 2016

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

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

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

Vlad Calina LSUC#: 69072W
Tel: (416) 869-5202
Email: vcalina@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicant

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TAB 1

**ONTARIO
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R.S.C. 1985, c. C-36, AS AMENDED

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Applicant

**AFFIDAVIT OF KEVIN MCELCHERAN
(Sworn May 12, 2016)
(Re Assignment of Contracts, Stay Extension and Distribution)**

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

1. I am a director of the Applicant, FirstOnSite G.P. Inc. ("**FirstOnSite GP**"), the general partner of FirstOnSite Restoration L.P. ("**FirstOnSite LP**" and together with FirstOnSite GP, "**FirstOnSite**"), a limited partnership formed under the laws of Ontario. Hereinafter, where reference is made to the FirstOnSite enterprise as a whole, the term FirstOnSite will be used.
2. I have been a director of FirstOnSite GP and a member of the Special Committee of its board of directors since January 27, 2016.
3. As a director of FirstOnSite GP, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. I have reviewed the affidavit of Dave Demos sworn April 20, 2016 (the "**Initial Affidavit**") and the affidavit of Adam Zalev sworn April 26, 2016 (the "**Zalev Affidavit**"), as well as records of FirstOnSite, and have spoken with certain of the other directors, officers and/or

employees of FirstOnSite, as necessary, and where I have relied upon information stated to be provide by others, I do verily believe such information to be true.

4. This affidavit is supplemental to my affidavit sworn April 26, 2016 (the "**Special Committee Sale Approval Affidavit**") and the Zalev Affidavit (collectively, the "**Sale Approval Affidavits**") and is sworn in support of a motion seeking:

- (a) an order (the "**Assignment Order**") substantially in the form of the draft order located at Tab 2 of the Second Supplemental Motion Record of the Applicant, assigning the rights and obligations of FirstOnSite under certain agreements to the Purchaser upon Closing of the Sale Transaction (as these terms are defined below);
- (b) an order (the "**Distribution Order**") substantially in the form of the draft order located at Tab 3 of the Second Supplemental Motion Record of the Applicant, authorizing and directing the Monitor to make distributions from the proceeds of the Sale Transaction (the "**Sale Proceeds**") and other funds; and
- (c) an order (the "**Stay Extension Order**"), substantially in the form of the draft order located at Tab 4 of the Second Supplemental Motion Record of the Applicant extending the stay of proceedings granted pursuant to the Initial Order (as defined below) to June 24, 2016.

5. Details regarding the background to this CCAA proceeding are set out in the Initial Affidavit sworn in support of FirstOnSite's application for CCAA protection and the Sale Approval Affidavits and, unless relevant to the present motion, are not repeated herein. All capitalized terms used but not defined herein have the same meaning set out in the Sale Approval Affidavits.

A. STATUS OF THE SALE AGREEMENT

6. As described in the Special Committee Sale Approval Affidavit, FirstOnSite LP, by its general partner, FirstOnSite GP (in such capacity, the “**Vendor**”) has entered into an asset purchase agreement dated April 20, 2016 (the “**Sale Agreement**”) with 3297167 Nova Scotia Limited, as purchaser (the “**Purchaser**”) for the sale of all or substantially all of FirstOnSite’s assets.

7. On May 9, 2016, FirstOnSite sought and received an order (the “**Approval and Vesting Order**”), among other things, approving the transaction contemplated under the Sale Agreement (the “**Sale Transaction**”) and vesting all of the Purchased Assets in the Purchaser free and clear of any Encumbrances other than Permitted Encumbrances (as each term is defined therein). A copy of the Approval and Vesting Order is attached hereto as **Exhibit “A”**.

B. STATUS OF THE ASSIGNMENTS OF AGREEMENTS

8. It is a condition precedent to closing the Sale Transaction that all contracts listed in Appendix 5 to Schedule “A” of the Sale Agreement (the “**Essential Contracts**”) be assigned to the Purchaser, either by notice, consent of the parties or by order of the Court.

9. I am advised by Vlad Calina and believe that as at May 11, 2016, there are a total of 14 Essential Contracts, 11 of which require the relevant counterparty to consent to the assignment of the agreement.

10. FirstOnSite has also agreed, upon written request by the Purchaser in accordance with article 2.2 of the Sale Agreement, to make commercially reasonable efforts to obtain consent to the assignment of any contract it is party to that requires such consent to be assigned, failing which it will seek an order from this Court ordering the assignment of those contracts. Under article 2.2 of the Sale Agreement the Purchaser was to provide a list of any such contracts, which is to form

Appendix 6 to Schedule "A" of the Sale Agreement ("**Appendix 6**"), to FirstOnSite no later than one business day prior to the service of the motion for the Approval and Vesting Order. I am advised by Maria Konyukhova, partner at Stikeman Elliott LLP ("**Stikeman**") that the deadline for the delivery of Appendix 6 was the business day prior to the service of the Motion for the Assignment Order.

11. I am further advised by Maria Konyukhova that including the Essential Contracts that require consent to be assigned, the Purchaser has requested FirstOnSite seek assignment by consent or Court order of approximately 80 contracts (the "**Consent Required Contracts**").

12. I am further advised by Maria Konyukhova that between April 27, 2016 and May 4, 2016, FirstOnSite delivered letters to the counterparties of the Consent Required Contracts asking for each counterparty's consent to assignment. All counterparties to the Consent Required Contracts were advised that, absent their consent, FirstOnSite would seek a court order approving such assignment. A copy of a sample letter distributed to the Consent Required Contracts counterparties is attached hereto as **Exhibit "B"**.

13. Since the delivery of the letters requesting consents to assign, FirstOnSite, with the assistance of its counsel Stikeman Elliott LLP ("**Stikeman**") and the Monitor, has made and continues to make commercially reasonable efforts to procure consents required to assign the Consent Required Contracts to the Purchaser. FirstOnSite, Stikeman, the Purchaser, and its counsel, and the Monitor have been engaged in dialogue with many counterparties to the Consent Required Contracts, including where necessary their legal groups, in an attempt to procure executed consent agreements.

14. I am further advised by Maria Konyukhova that as of May 11, 2016, consents have been obtained in respect of 20 of the Consent Required Contracts, and remain outstanding in respect of 39 of the Consent Required Contracts.

15. A schedule listing the Consent Required Contracts for which consents remain outstanding (the "**Outstanding CR Contracts**") is attached as Schedule "A" to the draft Assignment Order.

16. I am further advised by Maria Konyukhova that FirstOnSite has unsuccessfully attempted to establish contact on numerous occasions with 5 of the counterparties to the Outstanding CR Contracts and will continue their efforts to obtain their consents to assignments. In each case, letters requesting consents were served in accordance with the notice provision of the relevant contract (and using the addresses therein). The counterparties that we have been unable to reach, and a brief description of the efforts to reach them, are:

- **Canadian Centre for Occupational Health and Safety:** Letter requesting consent for assignment was sent to the address specified in the contract on or about April 29, 2016. Calls following up on the letter requesting the consent were made, among others, on May 4, 2016 and May 9, 2016, but there has been no response.
- **Best Western International Inc.:** Letter requesting consent for assignment was sent to the address specified in the contract on or about April 27, 2016. Calls following up on the letter requesting the consent were made, among others, on May 4, 2016 and May 9, 2016, but there has been no response.
- **Greater Edmonton Foundation:** Letter requesting consent for assignment was sent to the address specified in the contract on or about April 27, 2016. Calls following up on the letter requesting the consent were made, among others, on May 4, 2016 and May 9, 2016, but there has been no response.
- **Jones Lang LaSalle Real Estate Services Inc.** for the benefit of Canada Post Corporation and for the benefit of HSBC Canada: Letters requesting consents for assignment of two contracts (dated April 1, 2015 and June 26, 2014) were

sent to the address specified in the contracts on or about April 27, 2016. Calls following up on the letters requesting the consents were made, among others, on May 4, 2016 and May 9, 2016, but there has been no response.

- **CSI Leasing Canada Ltd.:** Letter requesting consent for assignment was sent to the address specified in the contract on or about May 3, 2016. Calls following up on the letter requesting the consent were made, among others, on May 4, 2016 and May 9, 2016, but there has been no response.

17. FirstOnSite will deliver an update on the status of discussions with various counterparties and the number of consents received in advance of the return of this motion.

18. If consents to the Outstanding CR Contracts cannot be obtained prior to the return of this Motion, the Sale Agreement requires that the Vendor seek an order, pursuant to Section 11.3 and other applicable provisions of the CCAA, assigning any Outstanding CR Contracts and vesting in the Purchaser of all right, title and interest of the Vendor in such Outstanding CR Contracts.

19. The Sale Agreement contemplates payment of Cure Costs (as defined therein) in relation to the Consent Required Contracts (provided that a consent to assignment is executed or the Assignment Order in respect of that contract is obtained).

20. The Cure Costs amounts for the Outstanding CR Contracts are set out in Schedule "A" to the draft Assignment Order. I am advised by Maria Konyukhova that the amounts of Cure Costs have been determined based on the books and records of FirstOnSite in consultation with the Monitor.

21. While FirstOnSite has been working diligently to resolve the assignment of the Outstanding CR Contracts on a consensual basis, not all required consents may be obtained by the anticipated return date of the within motion.

22. As discussed above, the assignment of Essential Contracts is a condition precedent to Closing under the Sale Agreement. The Purchaser advises that the Essential Contracts and other Assumed Contracts are critical to the continued operations of the FirstOnSite's business by the Purchaser. Accordingly, FirstOnSite is seeking the Assignment Order which will assign the Outstanding CR Contracts to the Purchaser and vest in the Purchaser all right, title and interest of FirstOnSite in such Outstanding CR Contracts at Closing.

23. The Closing of the Sale Transaction will result in the continued employment of over 800 employees across Canada, the continuation of supplier relationships and the uninterrupted performance of thousands of ongoing restoration and damage recovery jobs for the benefit of FirstOnSite customers, and indirectly thousands of policyholders.

24. I am advised by Vlad Calina, associate at Stikeman, that all counterparties to the Outstanding CR Contracts will be served with these motion materials in respect of the Assignment Order.

25. I am further advised by Maria Konyukhova that none of the Outstanding CR Contracts are (a) agreements which have been entered into subsequent to the commencement of FirstOnSite's CCAA proceedings; (b) eligible financial contracts; or (c) collective agreements.

26. The Purchaser will deliver an affidavit describing the Purchaser's ability to perform the obligations of FirstOnSite under the Outstanding CR Contracts.

C. DISTRIBUTION ORDER

27. Section 3.2(b) of the Sale Agreement contemplates that, *inter alia*, the Closing Cash Payment is to be held by the Monitor subject to the further order of the

Court.¹ Section 3 of the draft Distribution Order provides that FirstOnSite is authorized and directed to provide any future amounts it receives (from any party whatsoever), from the closing date of the Sale Transaction or any point thereafter, to the Monitor to be held and disbursement in the same manner as Sale Proceeds.

28. FirstOnSite is seeking an order authorizing and directing the Monitor to make the following disbursements (subject to maintaining the Reserve (as defined below)) from the Sale Proceeds and any other funds provided to the Monitor by FirstOnSite following Closing of the Sale Transaction:

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

¹ Together with the Deposit (as defined in the Sale Agreement and as held by FTI in its capacity as Escrow Agent), the Closing Cash Payment forms the entirety of the Sale Proceeds.

among, *inter alia*, FirstOnSite and BDC (as may be amended from time to time) ("**BDC Secured Obligations**");

- (d) to BDC Capital Inc. ("**BDC Capital**"), an amount not exceeding the maximum amount of the obligations owing by FirstOnSite under the letter of offer dated November 25, 2014 among, *inter alia*, FirstOnSite and BDC Capital (as may be amended from time to time) ("**BDC Capital Secured Obligations**");
- (e) from time to time, amounts owing by FirstOnSite in respect of fees and expenses of the Monitor and the Monitor's legal counsel and of the legal counsel to FirstOnSite (collectively, the "**Professional Expenses**");
- (f) from time to time, on instruction from FirstOnSite, any amounts owing by FirstOnSite in respect of obligations incurred by FirstOnSite since the commencement of these CCAA proceedings (collectively, the "**Post-Filing Expenses**");²
- (g) in consultation with FirstOnSite, the amounts as confirmed by FirstOnSite owing to the KERP Participants pursuant to the KERP and secured by the KERP Charge (as each term is defined in the Initial Order) (the "**KERP Disbursements**"); and
- (h) from time to time, in consultation with FirstOnSite, the amounts owing by FirstOnSite to Alvarez & Marsal Canada Securities ULC (the "**A&M**" or the "**Financial Advisor**") under the Engagement Letter (as defined in the Initial Order) up to the maximum amount owing to the Financial Advisor under the Engagement Letter (the "**Financial Advisor Disbursements**").

² Subject in each case to the relative priority of the security granted by FirstOnSite (or pursuant to the Initial Order, as applicable) in favour of the DIP Lender, the ABL Agent, BDC and BDC Capital.

29. The Distribution Order contemplates that the Sale Proceeds are to be subject to a reserve of funds (the “**Reserve**”) sufficient to pay, *inter alia*, the Professional Expenses and Post-Filing Expenses and, *inter alia*, to secure the obligations under the Administration Charge, the KERP Charge, the Financial Advisor’s Charge (as each term is as defined in the Initial Order), any other obligations of FirstOnSite that rank in priority to the Charges, the ABL Secured Obligations, the BDC Secured Obligations and the BDC Capital Secured Obligations including any statutory deemed trust claims that may arise under provincial legislation and including, with respect to the BDC Capital Secured Obligations, any outstanding claims secured by the Lien Charge (as defined in the Initial Order), and any other contingent amounts appropriate under the circumstances (“**Priority Claims**”).³ The draft order contemplates the payment of Priority Claims, if any, from the Reserve.

30. Section 3.17(a) of the DIP Agreement (which was approved by this Court on April 21, 2016) requires FirstOnSite to take reasonable steps to repay the DIP Obligations (defined in the DIP Agreement as the DIP Facility) and the ABL Secured Obligations (defined in the DIP Agreement as the Pre-Filing Obligations) simultaneously with the Closing of the Sale Transaction (anticipated to occur on May 31, 2016) from the Sale Proceeds thereof.

31. Section 3.17(b) of the DIP Agreement obligates FirstOnSite to seek the Distribution Order prior to the closing of the Sale Transaction authorizing the Monitor to make the disbursements necessary to satisfy the DIP Obligations and the ABL Secured Obligations.

32. As set out in greater detail in the Initial Order Affidavit, the ABL Agent is the senior secured creditor of FirstOnSite LP, with a first-ranking security interest over all of FirstOnSite’s assets (with the exception of capital leases, in respect of

³ With respect to the BDC Capital Secured Obligations, including any outstanding claims secured by the Lien Charge (as defined in the Initial Order).

which the ABL Agent has a second-ranking interest, pursuant to an intercreditor agreement dated November 25, 2014 (the “**Intercreditor Agreement**”) with BDC and BDC Capital).⁴ Apart from the foregoing exception, BDC and BDC Capital are fully subordinated to the ABL Agent. In turn, pursuant to the Intercreditor Agreement, BDC Capital is fully subordinated to BDC. The junior secured creditors are fully subordinated to the ABL Agent, BDC and BDC Capital.⁵

33. I understand the Monitor will be delivering a report in connection with this motion providing their independent counsel’s opinion on the validity of the security interests held by the ABL Agent, BDC, and BDC Capital.

34. Although Post-Filing and Professional Expenses are being paid in accordance with the provisions of the Initial Order, certain Post-Filing and Professional Expenses will be unpaid on Closing of the Sale Transaction and additional Post-Filing and Professional Expenses will be incurred after Closing. Accordingly, payment of Post-Filing and Professional Expenses will be required after Closing.

D. STAY EXTENSION TO JUNE 24, 2016

35. FirstOnSite has been diligently working towards a successful completion of its CCAA proceeding. Among other things, FirstOnSite has been:

⁴ BDC has priority on any and all machinery and equipment, including, without limitation, the fixed assets described in greater detail in Schedule “A” to the Intercreditor Agreement.

⁵ By way of a series of subordination, postponement and assignment agreements dated November 25, 2014, among the ABL Agent, BDC, Capital, FirstOnSite LP, FirstOnSite GP, FOS Holdings and FOS US and each of the Debentureholders, the Subordinated Debentureholders and the Noteholders (as each party is defined in the Initial Order) each of the Debentureholders, the Subordinated Debentureholders and the Noteholders agreed, *inter alia*, not to receive any payments of principal and interest pursuant to the Secured Debentures, the Subordinated Secured Debentures or the Torquest Notes, subject to certain exceptions, or exercise any right of set-off, until all obligations owing to the ABL Agent, BDC and Capital were paid and satisfied in full.

- (a) Communicating with its key financial and other stakeholders, including its customers and employees, as well as certain governmental regulators;
- (b) Addressing issues raised by its suppliers in the ordinary course, including providing payment in advance as necessary and paying pre-filing amounts where required as provided for in the Initial Order;
- (c) Addressing issues raised by counterparties to the Consent Required Contracts with respect to the terms of the Sale Agreement and the Approval and Vesting Order;
- (d) Addressing issues raised by litigants in respect of ongoing litigation against FirstOnSite LP; and
- (e) Working to satisfy all of the Vendor's conditions to closing the Sale Transaction in accordance with the timeline contemplated by the Sale Agreement, including and especially by seeking the consensual assignment of the Consent Required Contracts as described in greater detail herein.

36. The Initial Order granted a stay of proceedings up to and including May 20, 2016. The stay of proceedings was then extended to May 31, 2016 by the order of Justice Newbould dated May 9, 2016. An extension of the stay of proceedings to June 24, 2016 is necessary, *inter alia*, to permit the Vendor and Purchaser to close the Sale Transaction and then to ensure an orderly transition of the business and operations to the Purchaser, ensure the completion of all applicable post-Closing matters and make the necessary distributions from the Sale Proceeds.

37. I am advised by Michael Basso of FTI Consulting Canada Inc. that the Monitor will report on FirstOnSite's cash flow forecast, subject to the underlying assumptions, through the extended proposed stay period.

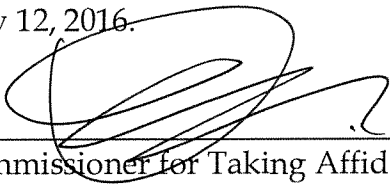
38. I am advised by Mark Laugesen, counsel for the DIP Lender and the ABL Agent, that the DIP Lender and ABL Agent are each supportive of the stay extension sought herein.

39. I am advised by Harvey Chaiton, counsel for the Business Development BDC and BDC Capital, that each supportive of the stay extension to June 24, 2016.

40. FirstOnSite has acted and continues to act in good faith and with due diligence. I do not believe that any creditor will suffer any material prejudice if the Stay Period is extended to June 24, 2016.

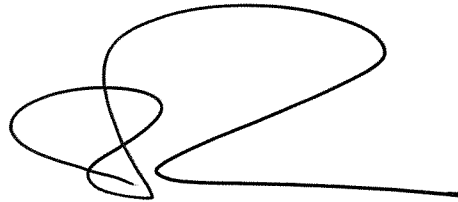
41. The stability provided by the stay of proceedings is critical to FirstOnSite in order to proceed ensure an orderly transaction of its business and operations of the Sale Transaction.

SWORN BEFORE ME at the City of Toronto, Province of Ontario, on May 12, 2016.



Commissioner for Taking Affidavits

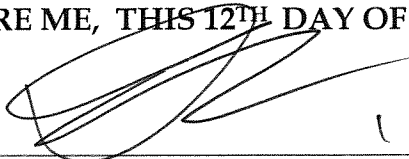
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KEVIN McELCHERAN

TAB A

THIS IS EXHIBIT "A"
REFERRED TO IN THE AFFIDAVIT OF
KEVIN McELCHERAN
SWORN BEFORE ME, THIS 12TH DAY OF MAY, 2016



Commissioner for Taking Affidavits

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.)
JUSTICE NEWBOULD)
)
) MONDAY, THE 9TH
 DAY OF MAY, 2016

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

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

Applicant

APPROVAL AND VESTING ORDER

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

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

the other parties appearing, no one appearing for any other person on the service list, although properly served as appears from the affidavits of Vlad Calina, sworn April 28, 2016 and May 6, 2016 and the affidavits of Teresa Koren, sworn April 29, 2016 and May 3, 2016, filed:

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.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale 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 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 and the proceeds thereof (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, 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.

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, 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, and shall incur no liability with respect to the delivery of the 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 unless otherwise agreed by the Vendors and the Purchaser.

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:

MAY 09 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 (the "Approval and Vesting Order"), the Court 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") and provided for the vesting in the Purchaser of the Vendors' right, title and interest in and to the Purchased Assets, 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).

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.

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; and
- 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 #20120217 1159 1590 6405, and renewal #20120217 1451 1590 6436 and #20130319 1044 1590 7241)	2597522		300670832	
1347605 Ontario Ltd	10122318232	926071F (with renewal #593662G)	201021420900	19617406	17547613	201012231131 1590 4251 (with renewal #20120217 1451 1590 6435)	2597531		300670833	
Edenvale Restoration Specialists Ltd.	10122318310	926073F	201021421303	19617414	17547639	201012231132 1590 4252	2597540		300670835	
Boulangier, Andrew, William	10122318411	926076F	201021424205	19617422	17547670	201012231138 1590 4256	2597559		300670837	
2149530 Ontario Ltd.	10122318566	926078F	2010214225104	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.	Nfld. 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	1961749 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	
Wells Fargo Capital Finance Corporation Canada, As Agent	1411121 6898	282633I	20142144 9703	2515308 1	2357187 0	20141112 1103 1862 4890 and 20141112 1106 1862 4893	3555272	14- 1078395- 0001	301268 160	124679 65

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.
Business Development Bank Of Canada	14111227954	283397I	201421483405	25154428	23573462	201411121420 17930277 and 201411131648 17930324	3555496	14-1079832-0001	301268347	12469060
BDC Capital Inc.	14111228010	283394I	201421483502	25154436	23573496	201411121423 17930279 and 201411131650 17930325	3555511	14-1080142-0002	301268348	12469078
Bank Of Montreal, As Agent						200701250952 15908846 (with amendment #200702161317 15900120 and #200712191005 15905550 and #201411261002 15904545) and renewal #201309261704 14629640)				
A.F. MacPhee Holdings Limited				20209227	18184952 18184937					
MacPhee Pontiac Buick GMC Ltd							26548623649966			
De Lage Landen Financial Services Canada Inc.						201109151054 15292934				
Toshiba Finance									300594820	
National Leasing Group Inc.						201304161542 60056632				

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 amendme nt #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)(wit h 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		
La Garantie de Construction Résidentielle (GCR)								16- 0106478- 0001		

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

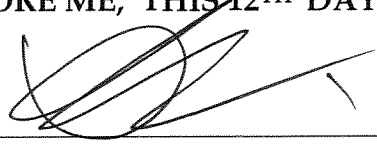
APPROVAL AND VESTING ORDER

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9
Maria Konyukhova LSUC#: 52880V
Tel: (416) 869-5230
Email: mkonyukhova@stikeman.com
C. Haddon Murray LSUC#: 61640P
Tel: (416) 869-5239
Email: hmurray@stikeman.com
Vlad Calina LSUC#: 69072W
Tel: (416) 869-5202
Email: vcalina@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicant

TAB B

THIS IS EXHIBIT "B"
REFERRED TO IN THE AFFIDAVIT OF
KEVIN McELCHERAN
SWORN BEFORE ME, THIS 12TH 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

[FirstOnSite letterhead]

April ●, 2016

[ADDRESS]

RE: FirstOnSite Restoration L.P./FirstOnSite G.P. Inc. - Contract Assignment

We are contacting you with respect to the [Name of agreement] dated [Date], between [NAME OF COUNTERPARTY] and FirstOnSite Restoration L.P. or FirstOnSite G.P. Inc. (in either case, "FirstOnSite") (as amended, restated, renewed, extended or assigned from time to time, the "Contract").

As you may be aware, on April 21, 2016, FirstOnSite commenced proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("CCAA"). FTI Consulting Canada Inc. was appointed by the court as the Monitor.

Prior to the commencement of its CCAA proceedings, FirstOnSite ran a sales process for the sale of all or substantially all of its assets. We are pleased to advise that following the process, FirstOnSite and 3297167 Nova Scotia Limited ("AcquireCo") have entered into an asset purchase agreement dated April 20, 2016 (the "APA") pursuant to which FirstOnSite will sell its business and assets, and assign certain contracts to which FirstOnSite is party (the "Assigned Contracts") to the "Purchaser" (being either Acquireco or, in the event that Acquireco assigns its interest in the APA to a special purpose acquisition entity in accordance with the provisions of the APA, such special purpose acquisition entity), subject to court approval of the transaction contemplated in the APA (the "Transaction"). FirstOnSite's motion materials in connection with its motion to approve the APA, which has been scheduled for May 9, 2016, will shortly be available online at: <http://cfcanada.fticonsulting.com/firstonsite>.

AcquireCo is a special purpose acquisition entity formed for the purpose of entering into the APA and is owned by Delos Capital ("Delos"), a U.S.-based private equity fund which is providing committed financing for the Transaction. Amongst its portfolio investments, Delos holds an interest in Interstate Restoration, LLC, one of the largest emergency and reconstruction service providers for commercial enterprise in the United States.

You are receiving this communication because the Contract is expected to be one of the Assigned Contracts. The APA contemplates the assignment by FirstOnSite of the Assigned Contracts in order that the Purchaser may continue FirstOnSite's operations following the acquisition.

Pursuant to the terms of the Contract, we hereby request your consent to the assignment of the Contract to the Purchaser, which assignment shall be effective on the

Closing Date (as defined in the APA) which is anticipated to be on or about May 30, 2016. The Purchaser will advise when the Closing Date has occurred.

The Purchaser, upon assuming the Contract, has agreed to pay any applicable monetary defaults under the Contract (provided that those monetary defaults do not arise by reason only of FirstOnSite's insolvency, the commencement of proceedings under the CCAA or FirstOnSite's failure to perform a non-monetary obligation under the Contract).

Following the assignment, the Purchaser will be responsible for all obligations under the Contract arising after the Closing and all notices under the Contract should be addressed to:

FirstOnSite
60 Admiral Blvd,
Mississauga, ON L5T 2W1

It is the intention of Acquireco and FirstOnSite to protect and preserve FirstOnSite's business and operations and in view of the associated deadlines, you are requested to confirm your consent to the aforementioned assignment of the Contract to the Purchaser by signing below and returning a signed copy by email or courier to the following contact by no later than May 2, 2016:

Stikeman Elliott LLP
5300 Commerce Court West, 199 Bay Street,
Toronto, ON M5L 1B9
Attention: Haddon Murray
Email: hmurray@stikeman.com

We hope to receive consents from all counterparties to the Assigned Contracts by May 2, 2016. However, to the extent any consent with respect to any of the Assigned Contract is not received by May 2, 2016, in order to ensure that all Assigned Contracts are assigned to the Purchaser, FirstOnSite will seek a court order pursuant to section 11.3 of the CCAA, which gives the Court the jurisdiction to order the assignment of a contract without consent on certain terms and conditions set forth in section 11.3 of the CCAA. FirstOnSite intends to seek an order for the assignment of any Assigned Contracts for which consent to assign has not been given at a motion to be returnable the week of May 9, 2016 (subject to Court availability). If we have not received your consent by May 2, 2016, we will serve you with motion materials in connection with this request and evidence in support thereof.

If you have any questions about the aforementioned sale and assignment, please do not hesitate to call either me at [telephone number], Haddon Murray of Stikeman Elliott LLP, counsel to the FirstOnSite at (416) 869-5202, or Michael Basso of the Monitor at (416) 649 8108.

Yours very truly,

[TITLE]

[NAME OF COUNTERPARTY], in its capacity as party to the Contract, hereby consents to the assignment of the Contract to the Purchaser, effective and subject to the closing of the Transaction. This consent is effective notwithstanding anything in the Contract to the contrary.

Dated _____.

NAME OF COUNTERPARTY

Per: _____

Name:

Title:

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**AFFIDAVIT OF KEITH MCELCHERAN
(SWORN MAY 12, 2016)**

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

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

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

Vlad Calina LSUC#: 69072W
Tel: (416) 869-5202
Email: vcalina@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicant

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) WEDNESDAY, THE 18TH
)
JUSTICE NEWBOULD) DAY OF MAY, 2016
)

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

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

Applicant

ASSIGNMENT ORDER

THIS MOTION, made by FirstOnSite G.P. Inc. ("**FirstOnSite GP**"), the general partner of FirstOnSite Restoration L.P. ("**FirstOnSite LP**", collectively with FirstOnSite GP, the "**Vendor**"), a limited partnership formed under the laws of Ontario, for an order assigning the rights and obligations of the Vendor under the Assigned Contracts (as defined below) as contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between FirstOnSite LP and 3297167 Nova Scotia Limited (or its permitted assign, as applicable, the "**Purchaser**") dated April 20, 2016, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavits of Kevin McElcheran sworn April 26, 2016 and May 12, 2016, and the Exhibits attached thereto, the [**Third**] Report of FTI Consulting Canada Inc., in its capacity as Monitor of the Vendor (the "**Monitor**"), dated May ●, 2016, and on hearing the submissions of counsel for the Monitor, the Vendor, the Purchaser, and those other parties present, no one appearing for any other person on the service list, although duly served as appears from the affidavits of service, filed:

1. **THIS COURT ORDERS** that any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Sale Agreement.

SERVICE

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

ASSIGNMENT OF AGREEMENTS

3. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate (the "**Monitor's Certificate**") referred to in the Order of Justice Newbould dated May 9, 2016, (the "**Approval and Vesting Order**"), all of the rights and obligations of the Vendor under the agreements set out in Schedule "A" hereto that are Purchased Assets on Closing (as such terms are defined in the Sale Agreement) (collectively, the "**Assigned Contracts**") shall be assigned to the Purchaser pursuant to section 2.2 of the Sale Agreement and pursuant to section 11.3 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**").

4. **THIS COURT ORDERS** that, with respect to the Assigned Contracts that are real property leases (collectively, the "**Real Property Leases**"), upon delivery of the Monitor's Certificate, the Purchaser shall be entitled to all of the rights and benefits and subject to all of the obligations as tenant pursuant to the terms of the Real Property Leases for the period commencing from and after the delivery of such Monitor's Certificate and may enter into and upon and hold and have quiet enjoyment of such premises contemplated by the Real Property Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with the terms of the Real Property Leases, without any interruption from the Vendor, the landlords under the Real Property Leases or any person whomsoever claiming through or under any of the Vendor or the landlords under the Real Property Leases.

5. **THIS COURT ORDERS** that the assignment to the Purchaser of the rights and obligations of the Vendor under the Assigned Contracts to the Purchaser, or such related party as the Purchaser may designate (provided however, that such designated related party agrees to be bound by the terms of such Assigned Contract and the Purchaser is not released from any

obligation or liability thereunder), pursuant to the CCAA and this Order is valid and binding upon all of the counterparties to the Assigned Contracts notwithstanding any restriction or prohibition contained in any such Assigned Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

6. **THIS COURT ORDERS** that the Vendor's right, title and interest in the Assigned Contracts shall vest absolutely in the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances (as such terms are defined in the Approval and Vesting Order) in accordance with the provisions of the Approval and Vesting Order.

7. **THIS COURT ORDERS** that each counterparty to the Assigned Contracts is prohibited from exercising any right or remedy under the Assigned Contracts by reason of any defaults thereunder arising from the assignment of the Assigned Contracts, the insolvency of the Vendor, the commencement of these CCAA proceedings, or any failure of the Vendor to perform a non-monetary obligation under the Assigned Contracts.

8. **THIS COURT ORDERS** that the Cure Costs of the contracts listed in Schedule "A" hereto shall be in amounts set out in Schedule "A" hereto and that upon Closing, the Purchaser shall pay the Cure Costs as set out therein with respect to each applicable Assigned Contract, in full and final satisfaction of any Cure Costs owing to the counterparty to the applicable Assigned Contract, by no later than the day that is five (5) business days from the date that the Purchaser receives wire remittance instructions or other payment instructions from such counterparty.

9. **THIS COURT DIRECTS** the Vendor to send a copy of this Order to all of the counterparties to the contracts listed in Schedule "A" and, furthermore, to provide notice to any such counterparty that is listed in Schedule "A" as of the date of this Order and is subsequently added as an Excluded Contract (as the term is defined in the Sale Agreement) and removed from Schedule "A" prior to closing of the Sale Transaction.

10. **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 Vendor, 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 Monitor, 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.

Schedule "A"
Assigned Contracts

	Name of Agreement	Counterparty	Date of Agreement	Cure Costs
1.	Indenture	3027016 Nova Scotia Limited	Sep. 23, 2011	\$0
2.	Indenture of Lease	NBT Properties Limited	Sep., 2013	\$0
3.	Indenture	K.B. Clarke Construction Limited (3051754 Nova Scotia Limited)	July 1, 2002	\$0
4.	Industrial Lease Agreement	Altra Investments Inc.	Dec 13, 2011	\$0
5.	Lease to Rent Commercial Properties	Woodhouse Investments Inc.	July 1, 2012	\$0
6.	Lease	Les Immeubles Roussin Ltee	Apr. 5, 2011	\$0
7.	Sublease Agreement	The Data Group Limited Partnership	Mar 25, 2009	\$0
8.	Indenture	Murray Black	Nov. 27, 2013	\$0
9.	Agreement of Lease	Artis WPG Industrial Ltd.	Aug. 27, 2015	\$0
10.	Lease	Rudy Redekop and Louise Redekop	Oct. 27, 1999	\$0
11.	MSDS Management Service Agreement	Canadian Centre for Occupational Health and Safety	Jan. 20, 2015	\$0
12.	Lease Contract	Fibernetics Corporation	Dec. 15, 2013	\$575.17
13.	Rely Network Service Agreement	Intact Financial Corporation	Apr. 20, 2012	\$0
14.	Agreement to Provide Services	Crawford & Company (Canada) Inc.	Mar. 6, 2012	\$0

	Name of Agreement	Counterparty	Date of Agreement	Cure Costs
15	Services Agreement	Meloche Monnex Inc.	Nov. 1, 2014	\$0
16	Service Agreement	The Workers' Compensation Board - Alberta	July 1, 2014	\$0
17	Marketing Agreement for Services	Best Western International, Inc.	Sep. 25, 2015	\$0
18	Standing Offer For Emergency Response and Restoration Services with FirstOnSite Restoration	Brookfield Johnson Controls Canada LP, by its general partner, Brookfield Johnson Controls Canada GP Ltd.	Undated	\$0
19	Agreement to Provide Products and/or Services	Greater Edmonton Foundation	Initially: Oct. 1, 2014 Renewed: Oct. 1, 2015	\$0
20	Service Contractor Agreement	Jones Lang LaSalle Real Estate Services, Inc. for the benefit of Canada Post Corporation	Apr. 1, 2015	\$0
21	Service Contractor Agreement	Jones Lang LaSalle Real Estate Services, Inc. for the benefit of HSBC Canada	June 26, 2014	\$0
22	Professional Services Agreement	Staples Canada Inc.	Dec. 1, 2013	\$0
23	Profile Investigation Inc. Supplier Agreement (Services)	Profile Screening Services, a division of Profile Investigation Inc.	May 1, 2014	\$0
24	Master Lease Agreement Number 300371, as amended and supplemented	CSI Leasing Canada Ltd.	May 29, 2015	\$ 2,644.27
25	Preferred Contractor Service Agreement	Co-operators General Insurance Company/COSECO Insurance Co.	Jan. 21, 2015/ Jan. 28, 2015	\$0
26	Lease	Dell Financial Services	Sep., 2013	\$0
27	Professional Services Agreement	Zurich Insurance Company Ltd.	July 1, 2013	\$0

	Name of Agreement	Counterparty	Date of Agreement	Cure Costs
28.	Lease Contracts, identified as #2639305, #2639305, #2652264, #2704856, #2649890, #2650460, #2669140	National Leasing Group Inc.	Several	\$0
29.	Lease	602308 BC Ltd.	Nov. 16, 2015	\$0
30.	Product License Summary	Xactware Solutions, Inc.	May 1, 2012	\$13,332.78
31.	Order for LMI Services	LogMeIn, Inc.	Oct. 1, 2015	\$0
32.	Master Services Agreement	Roins Financial Services Limited	Jan. 21, 2015	\$0
33.	Lease, with VIN numbers 1GTW7FCA6B1103319, 1GTS7AFX9B1102652, 1FTNE1EW0BDA43680, 1FTNE1EW4BDA43679, and 1FTNE2ELOBDA37535	The Driving Force Inc.	Mar. 31, 2015	\$0
34.	Customer Agreement #ECB 207931, 229239, 233177, 237305	TELUS Corporation	Dec. 14, 2009; June 13, 2011; Oct. 21, 2011; Mar. 9, 2012	[\$8,515.79]
35.	Corporate Account Agreement, with addendums	Bell Mobility Inc.	Nov. 1, 2013; Addendums: Nov. 17, 2014; May 28, 2014	\$108,056.69
36.	Master Supply Agreement; Service Schedule to Master Communications Agreement – Non-Tariffed (1-914646587-3); Service Schedule to Master Communications Agreement – Tariffed (CBN20676BL-3)	Bell Canada	[Date of MSA unknown]; June 13, 2012; Jan. 3, 2008	\$10,430.73
37.	Rental Agreement	Big Steel Box	Undated	\$8,395.89

	Name of Agreement	Counterparty	Date of Agreement	Cure Costs
38.	National Intake and Emergency Claims Service Agreement	Claimspro, a division of SCM Insurance Services Inc.	Nov. 24, 2014	[\$17,355.10]
39.	[Agreement]	[Citi Financial]	[●]	[\$150,110.76]

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

ASSIGNMENT ORDER

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

Maria Konyukhova LSUC#: 52880V
Tel: (416) 869-5230

Email: mkonyukhova@stikeman.com

C. Haddon Murray LSUC#: 61640P
Tel: (416) 869-5239

Email: hmurray@stikeman.com

Vlad Calina LSUC#: 69072W
Tel: (416) 869-5202

Email: vcalina@stikeman.com

Fax: (416) 947-0866

Lawyers for the Applicant

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TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.) WEDNESDAY, THE 18th
)
JUSTICE NEWBOULD) DAY OF MAY, 2016
)

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

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

Applicant

DISTRIBUTION ORDER

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

ON READING the affidavit of Kevin McElcheran sworn May 12, 2016 and the Exhibits attached thereto and the [Third] Report of the Monitor, dated □, 2016, and on

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

SERVICE

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

RESERVE

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

DEEMED SALE PROCEEDS

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

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

APPROVAL OF INTERIM AND FUTURE DISTRIBUTIONS

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

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

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

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

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

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

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

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

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

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

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

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

PURCHASER'S CHARGE

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

MONITOR PROTECTIONS

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

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

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

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

GENERAL

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

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

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

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

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

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

DISTRIBUTION ORDER

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

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

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

Vlad Calina LSUC#: 69072W
Tel: (416) 869-5202
Email: vcalina@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicant

TAB 4

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR) WEDNESDAY, THE 18th
JUSTICE NEWBOULD)
DAY OF MAY, 2016

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

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

Applicant

STAY EXTENSION ORDER

THIS MOTION, made by FirstOnSite G.P. Inc. ("**FirstOnSite GP**" or "**the Applicant**"), the general partner of FirstOnSite Restoration L.P. ("**FirstOnSite LP**", collectively with FirstOnSite GP, "**FirstOnSite**"), a limited partnership formed under the laws of Ontario, for an order approving an extension of the stay of proceedings referred to in the Initial Order of the Honourable Justice Newbould dated April 21, 2016, to May 31, 2016, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Kevin McElcheran, sworn May 12, 2016, the [Third] Report of FTI Consulting Canada Inc., dated May ●, 2016, in its capacity as Monitor of the Applicant (the "**Monitor**"), and on hearing the submissions of counsel for the Applicant, those other parties present, no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Vlad Calina, sworn May 12, 2016, filed:

SERVICE

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

EXTENSION OF THE STAY PERIOD

2. **THIS COURT ORDERS** that the Stay Period referred to in the Stay Extension Order of the Honourable Justice Newbould dated May 9, 2016 is extended until June [24], 2016.

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**

Proceeding commenced at Toronto

STAY EXTENSION ORDER

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9
Maria Konyukhova LSUC#: 52880V
Tel: (416) 869-5230
Email: mkonyukhova@stikeman.com
C. Haddon Murray LSUC#: 61640P
Tel: (416) 869-5239
Email: hmurray@stikeman.com
Vlad Calina LSUC#: 69072W
Tel: (416) 869-5202
Email: vcalina@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicants

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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 FIRSTONSITE G.P. INC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List**

Proceeding commenced at Toronto

**SECOND SUPPLEMENTAL MOTION RECORD
(Re Assignment of Contracts,
Stay Extension and Distribution),
(Returnable May 18, 2016)**

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

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

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

Vlad Calina LSUC#: 69072W
Tel: (416) 869-5202
Email: vcalina@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicant