

**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

**MOTION RECORD  
(returnable May 26, 2016)**

May 24, 2016

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## Tab 1

**ONTARIO  
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT  
OF FIRSTONSITE G.P. INC.

Applicant

**NOTICE OF MOTION  
(returnable May 26, 2016)**

3297167 Nova Scotia Limited (the "**Purchaser**") will make a motion to the Honourable Justice Newbould of the Commercial List on Thursday, May 26, 2016 at 2:00 p.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally.

**THE MOTION IS FOR:**

- (a) an order for directions under the Asset Purchase Agreement ("**APA**") dated April 20, 2016 as between the Purchaser and FirstOnSite G.P. Inc. and FirstOnSite Restoration L.P. (collectively, the "**Vendor**"), with respect to the appropriate quantum of "Cure Costs" within the meaning of the APA;
- (b) abridging and validating the time for service of the Notice of Motion and Motion Record so that this Motion is properly returnable on May 26, 2016 and dispensing with further service thereof;

- (c) sealing certain confidential exhibits to the Affidavit of Jeff Johnson;
- (d) the Purchaser's costs; and
- (e) such further and other orders as counsel may advise and this Honourable Court may deem just.

**THE GROUNDS FOR THE MOTION ARE:**

**The APA**

- (a) pursuant to the APA, the Purchaser is acquiring substantially all of the assets and the disaster restoration business (the "**Purchased Assets**") of the Vendor;
- (b) in consideration for the Purchased Assets, the Purchaser has agreed to pay a base cash purchase price, which is subject to a working capital adjustment (the "**Working Capital Adjustment**");
- (c) among the assets to be transferred to the Purchaser are certain of the Vendor's existing contracts (the "**Consent Required Contracts**");
- (d) however, in order to effect that transfer, any monetary defaults owing by the Vendor under the Consent Required Contracts have to be paid;
- (e) the APA provides that the Purchaser is responsible for "Cure Costs", being the amounts acceptable to the Purchaser, acting reasonably, which are required to cure such monetary defaults;
- (f) the APA also provides that the "Cure Costs" are a carve-out from the Working Capital Adjustment;



**The reasonable expectations of the Purchaser**

- (g) the Vendor informed the Purchaser on multiple occasions, in writing and orally, that the total quantum of potential Cure Costs was not material;
- (h) however, on or about May 2, 2016, the Vendor provided the Purchaser with its calculation of Cure Costs under the APA, which includes substantial amounts on account of contracts with Bell Mobility Inc. (the "**Bell Contract**") and Jim Pattison Industries Ltd. (the "**JPL Contracts**");
- (i) the Purchaser does not dispute that these amounts are owing under the Bell and JPL Contracts, but the Purchaser does not accept these amounts as Cure Costs;
- (j) accordingly, the Purchaser seeks directions that the amounts outstanding in connection with the Bell Contract and the JPL Contracts do not constitute "Cure Costs" within the meaning of the APA, but, rather, that they constitute current liabilities that are properly accounted for in the Working Capital Adjustment pursuant to the APA.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

- (a) the Affidavit of Jeff Johnson, sworn May 24, 2016; and

(b) such further and other evidence as this Honourable Court may deem just.

May 24, 2016

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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  
Applicant  
FIRSTONSITE G.P. INC.

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**NOTICE OF MOTION  
(returnable May 26, 2016)**

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

**ONTARIO  
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
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FIRSTONSITE G.P. INC.

Applicant

**AFFIDAVIT OF JEFF JOHNSON  
(Sworn May 24 2016)**

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

1 I am the President and Director of 3297167 Nova Scotia Limited ( the "Purchaser"). As such, I have personal knowledge of the matters to which I hereinafter depose, except where otherwise stated, and where so stated I believe that information to be true.

2 Twenty years ago, I co-founded and was the co-CEO of BELFOR USA Group, Inc., ("Belfor") a full service contractor and disaster-recovery firm. During my tenure, I helped grow Belfor into a large, successful business with 63 locations, 1,600 employees and over U.S. \$400 million in sales annually.

3 In 2007, I became the Chairman of Bellwether International Group LLC (doing business as Interstate Restoration) ("Interstate"). Interstate is one of the largest disaster recovery and restoration businesses in the U.S.

4 Interstate is partnering up with Delos Capital Management L.P. ("Delos"), an investment fund that owns a significant stake in Interstate, to purchase substantially all the assets and the

disaster restoration business (the "**Purchased Assets**") of FirstOnSite G.P. Inc. and FirstOnsite Restoration L.P. (collectively "**FOS**" or the "**Vendor**").

5 I swear this affidavit in support of the Purchaser's motion for directions with respect to "Cure Costs" under the asset purchase agreement dated April 20, 2016 between the Vendor and the Purchaser (the "**APA**"). An executed copy of the APA, which is redacted in accordance with a sealing order, is appended as Exhibit "A" to this affidavit. A non-redacted, executed copy of the APA, is appended as Confidential Exhibit "B" to this affidavit.

#### THE APA

6 The Purchaser and the Vendor (collectively the "**Parties**") entered into the APA on April 20, 2016 after lengthy negotiations.

7 Under the APA, the Purchaser will acquire the Purchased Assets on an "as is, where is" basis. In consideration, the Purchaser has agreed to pay the Vendor a base cash purchase price, which is subject to a working capital adjustment. The mechanics of the working capital adjustment are set out in Section 3.5 of the APA (the "**Working Capital Adjustment**").

8 Among the assets to be transferred to the Purchaser are certain of the Vendor's existing contracts. However, in order to effect that transfer, any monetary defaults ("**Default Amounts**") owing by the Vendor under those contracts have to be paid.

9 The APA addresses these Default Amounts through what is defined as "Cure Costs".

10 In Section 1.1 of the APA, "Cure Costs" are defined as:

the amounts to be paid to cure any monetary defaults of [FirstOnSite] in relation to the Consent Required Contracts to the extent required to be paid pursuant to Section 11.3 of the CCAA and to otherwise satisfy the requirements of Section 11.3 of the CCAA, which shall in each case have been reasonably incurred



by [FirstOnSite] and the quantum of which, having been determined by [FirstOnSite], acting reasonably and in consultation with the Monitor, shall be acceptable to the [Purchaser], acting reasonably.

11 I have emphasized the part of the definition that provides that any "Cure Costs" have to be acceptable to the Purchaser acting reasonably.

12 Under Section 2.2 of the APA, the Parties agreed that Cure Costs: (a) would be paid by the Purchaser in addition to the purchase price; and (b) would not be accounted for in the Working Capital Adjustment.

13 In other words, "Cure Costs" are the Purchaser's obligation and expressly carved out from the Working Capital Adjustment. Absent this carve-out, liabilities owing by the Vendor on account of its contracts that are assumed by the Purchaser would be current liabilities and factored into the Working Capital Adjustment.

**The Purchaser's Expectation**

14 During the negotiations of the APA, the Vendor represented to the Purchaser that there "shouldn't be any" Default Amounts. Attached to this affidavit as Exhibit "C" is an e-mail chain dated February 9, 2016 in which both Mr. Zalev and Mr. Josh Nevsky of Alvarez & Marsal (A&M) address this issue. A&M had been engaged by the Vendor to assist it with its sale process. Messrs. Zalev and Nevsky led the engagement.

15 The Parties continued to negotiate the terms of the APA through February, March and April 2016. To the best of my knowledge, at no time was the Purchaser ever told any different information about the magnitude of any Default Amounts.

16 On April 4, 2016, Matt Constantino of Delos and I flew to Toronto to resolve the outstanding matters relating to the transaction. One open issue at the time was the Vendor's ask that the Purchaser bear the financial responsibility for Cure Costs.

17 During that week, we were able to meet on several occasions with Mr. Nevsky. During one of those meetings at Mr. Nevsky's office on the morning of April 5, 2016, Mr. Nevsky told Mr. Constantino and I that the contracts were up-to-date and that any Default Amounts were immaterial and suggested that any amounts outstanding would be limited to several thousand dollars.

18 During another discussion on the same day, while at the elevator bank in A&M's office building, the topic of Default Amounts came up again. I recall Mr. Nevsky asking me why I was worrying about this issue since "there is nothing there."

#### **Quantum of Default Amounts**

19 On or about May 2, 2016, the Vendor began to provide information as to Default Amounts under the APA. I attach the Vendor's most recent list showing, amongst other things, Default Amounts as Confidential Exhibit "D". Accounting for a number of errors that the Parties have subsequently addressed, the information can be summarized as follows:

- (a) 48 contracts with no Default Amount;
- (b) 3 contracts with Default Amounts in the range of \$1 to \$1,000;
- (c) 8 contracts in the \$1,000 to \$10,000 range;
- (d) 6 contract in the range of \$10,000 to \$25,000;

- (e) 1 contract with a Default Amount of \$162,768.22. This contract relates to a Corporate Account Agreement dated November 1, 2013 between the Vendor and Bell Mobility Inc. (the "Bell Contract"); and
- (f) 2 contracts with a Default Amount totalling over \$1,100,000. These contracts relate to a master lease agreement and fleet maintenance service agreement dated July 28, 2009 between the Vendor and Jim Pattison Industries Ltd. (the "JPL Contracts"). The JPL Contracts cover 300 vehicles used by employees to service clients, which provide for a third of the Vendor's work force. As such, these contracts are critical to the Vendor's business.

20 I was extremely surprised by the significant arrears in respect of both the Bell Contract and the JPL Contracts. Based on the information that we have subsequently received, it appears that the Vendor kept relatively current on the payment of most of their leases and contracts except for the Bell Contract and the JPL Contracts, which have not been paid since February 2016.

21 I was subsequently copied on correspondence with Bell that indicates that Bell believes the Default Amount with respect to the Bell Contract is approximately \$108,000.

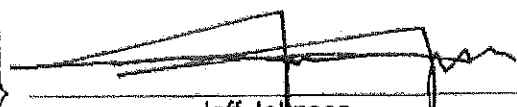
22 The Default Amounts in connection with the Bell Contract and the JPL Contracts are not acceptable as "Cure Costs" to the Purchaser for two reasons:

- (a) the repeated assurances received from the Vendor (through A&M) in writing and orally that there would be no Default Amounts or that such Default Amounts would be insignificant; and
- (b) the addition of approximately \$1.2 million to the purchase price represents a significant economic change to the deal struck.

23 While the Purchaser did not expect any Default Amounts in respect of the Bell Contract or the JPL Contracts, it would have accepted an amount in the range of \$25,000 without complaint.

24 The Purchaser does not dispute that the Default Amounts are owed to Bell and JPL; however, the Purchaser does not accept the Default Amounts as Cure Costs. The Purchaser believes that any Default Amounts in excess of \$25,000 are properly accounted for in the Working Capital Adjustment.

SWORN BEFORE ME at the City of Grandville, in the State of Colorado, this 24 day of May, 2016.

  
Jeff Johnson

A Commission Expires (or is valid) on (or may be)

**ELAINE F BRIMAGE II**  
Notary Public  
State of Colorado  
Notary ID 20154040119  
My Commission Expires Nov 25, 2019



## Tab A

This is Exhibit "A" referred to in  
the Affidavit of

**Jeff Johnson**

sworn before me this **24** day of  
May, 2016.

**ELAINE F BRIMAGE II**  
Notary Public  
A Commission for Taking Affidavits  
State of Colorado  
Notary ID 20154040119  
My Commission Expires Nov 25, 2019



**FIRSTONSITE RESTORATION L.P.**

**(by its general partner**

**FIRSTONSITE G.P. INC.)**

**as Vendor**

**and**

**3297167 NOVA SCOTIA LIMITED**

**as Purchaser**

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**ASSET PURCHASE AGREEMENT**

**April 20, 2016**

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## ASSET PURCHASE AGREEMENT

This asset purchase agreement is made as of April 20, 2016, between FirstOnSite Restoration L.P., a limited partnership formed under the laws of Ontario, by its general partner FirstOnSite G.P. Inc., a corporation incorporated under the laws of Ontario (collectively the "Vendor"), and 3297167 Nova Scotia Limited, a corporation incorporated under the laws of Nova Scotia (the "Purchaser").

### RECITALS:

- (1) Pursuant to the Initial Order, the Vendor will be subject to the CCAA Proceedings; and
- (2) The Vendor desires to sell the Purchased Assets and assign the Assumed Obligations and the Purchaser has agreed to purchase the Purchased Assets and assume the Assumed Obligations subject to the terms and conditions set forth in this Agreement and in accordance with the applicable provisions of the CCAA.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Vendor and the Purchaser agree as follows:

### ARTICLE 1 INTERPRETATION

#### Section 1.1 Definitions

In this Agreement and the recitals above, the following terms have the following meanings:

"Accounting Referee" means an accounting firm independent of the Vendor and the Purchaser, acceptable to both the Vendor and the Purchaser, acting reasonably, represented by members of such firm's Toronto office.

"Accounts Receivable" means, on any date, all accounts receivable, notes receivable, trade receivables, rights to receive payment, book debts and other amounts due, owing or accruing due to the Vendor, including recoverable advances and deposits, proceeds owing to the Vendor pursuant to insurance claims, income tax and sales tax refunds and prepaid expenses related to the Business, together with any unpaid interest or fees accrued thereon which are outstanding on such date and the full benefit of all security or collateral for such amounts but excluding any amounts owing to the Vendor from any of its limited partners, or Affiliates, or from any other Person who does not deal at arm's length with it.

"Affiliate" of any Person means any other Person who, directly or indirectly, controls, or is controlled by, or is under common control with, such Person, and for these purposes:

- (a) a body corporate is controlled by one or more Persons if (i) securities of the body corporate to which are attached more than 50% of the votes that may be cast to

elect directors of the body corporate are beneficially owned by the Person or Persons, and (ii) the votes attached to those securities are sufficient to elect a majority of the directors of the body corporate;

- (b) an association, partnership or other organization is controlled by one or more Persons if (i) more than 50% of the partnership or other ownership interests, however designated, into which the association, partnership or other organization is divided are beneficially owned by the Person or Persons, and (ii) the Person or Persons are able to direct the business and affairs of the association, partnership or other organization or the appointment of its management;
- (c) a body corporate, association, partnership or other organization is controlled by one or more Persons if the Person or Persons have, directly or indirectly, control in fact of the body corporate, association, partnership or other organization; and
- (d) a body corporate, association, partnership or other organization that controls another body corporate, association, partnership or other organization is deemed to control any body corporate, association, partnership or other organization that is controlled or deemed to be controlled by the other body corporate, association, partnership or other organization;

and "control", "controlled" and similar expressions have corresponding meanings.

"**Agreement**" means this asset purchase agreement, as amended from time to time.

"**Applicable Law**" means, in respect of any Person, property, transaction or event, any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order, in each case having the force of law, that applies in whole or in part to such Person, property, transaction or event.

"**Applicable Lien Legislation**" means the Construction Lien Act (Ontario), the Mechanics Lien Acts of New Brunswick and Prince Edward Island or the Builders Lien Acts of Nova Scotia, Manitoba, British Columbia, Saskatchewan and Alberta.

"**Approval and Vesting Order**" means an order by the Court substantially in the form attached as Schedule E (with such changes as may be agreed by the Parties, acting reasonably) approving this Agreement, authorizing the Transaction, vesting in the Purchaser all the right, title and interest of the Vendor in and to the Purchased Assets free and clear of all Encumbrances other than any Permitted Encumbrances.

"**Assignment Order**" means an order or orders of the Court pursuant to applicable provisions of the CCAA, in form and substance satisfactory to the Purchaser, acting reasonably, authorizing and approving (i) the assignment of any Consent Required Contract for which a consent, approval or waiver necessary for the assignment of such Consent Required Contract has not been obtained, (ii) the prevention of any counterparty to such Consent Required Contracts from exercising any right or remedy under such Consent Required Contracts by reason of any defaults arising from the

CCAA Proceedings or the insolvency of the Vendor, and (iii) the vesting in the Purchaser of all right, title and interest of the Vendor in such Consent Required Contracts.

"Assumed Contracts" means all Contracts including Consent Required Contracts but excluding Excluded Contracts.

"Assumed Obligations" has the meaning set out in Section 2.4.

"Base Purchase Price" means [REDACTED].

"BDC" means the Business Development Bank of Canada, the lender pursuant to the Loan Agreement (BDC).

"BDC Capital" means BDC Capital Inc., the lender pursuant to the Loan Agreement (BDC Capital).

"Books and Records" means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including tax and accounting books and records, used or intended for use by the Vendor or its subsidiaries, in connection with the ownership or operation of the Purchased Assets or the operation of the Business, including the Assumed Contracts, active and non-active customer lists, customer information and account records, sales records, invoices, service request documents, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, credit records, records relating to suppliers and other data, in each case, relating to the Purchased Assets, and, for greater certainty, excluding the minute books and corporate records of the Vendor and its subsidiaries.

"Business" means the business carried on by the Vendor, being the provision of disaster restoration services in Canada and the United States of America.

"Business Day" means a day on which banks are open for business in Toronto, Ontario and New York, New York but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario or the State of New York.

"CCAA" means *Companies' Creditors Arrangement Act* (Canada).

"CCAA Proceedings" means the proceedings under the CCAA to which the Vendor will be subject pursuant to the Initial Order.

"Claims" means all rights, claims of any nature or kind (including any cross-claim or counterclaim), actions, demands, investigations, choses in or cause of action, suits, defaults, assessments, litigation, third party actions, arbitral proceedings or proceedings by or before any Person, including rights to refunds and rights of recovery, setoff, recoupment, indemnity or contribution and other similar rights (known and unknown, matured and unmatured, accrued or contingent, regardless of whether such rights are currently exercisable).

"Closing" means the successful completion of the Transaction.

"Closing Cash Payment" has the meaning set out in Section 3.2(b).

"Closing Cash Purchase Price" has the meaning set out in Section 3.2.

"Closing Date" means the date on which Closing occurs and that is the Business Day after the date the Approval and Vesting Order is obtained and is final, not stayed or varied in a manner prejudicial to the Purchaser, or vacated or appealed, unless the Purchaser has provided written consent that Closing occur despite such appeal, or such other earlier or later date as may be agreed by the Parties.

"Closing Time" means 9:00 a.m. (Toronto time) on the Closing Date.

"Competition Act" means the *Competition Act* (Canada).

"Consent Required Contract" has the meaning set out in Section 2.2.

"Contracts" means all of the contracts and other written agreements to which the Vendor is a party in connection with the Purchased Assets and the Business, including, for greater certainty, leases of real or personal property or equipment, and any unfilled purchase orders.

"Court" means Ontario Superior Court of Justice (Commercial List).

"Credit Agreement" has the meaning set out in Appendix 3 to Schedule A.

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

"Debentures" means those secured convertible and non-convertible debentures listed in Schedule D under Heading (b).

"Debt Commitment Letter" means one or more binding, executed commitment letters from a lender or group of lenders, as required with respect to the provision of the requisite third party debt financing needed by the Purchaser (together with the financing represented by the Equity Commitment Letter) to consummate the transactions contemplated hereby.

"Deposit" has the meaning set forth in Section 3.3.

"Employee" means an individual who is employed by the Vendor, whether on a full-time or a part-time basis, whether active or inactive as of the Closing Date, and includes an employee on short term or long term disability leave.

**"Employee Plan"** means all plans with respect to the Employees or former Employees to which the Vendor is a party to or bound by or to which the Vendor has an obligation to contribute relating to retirement savings, pensions, bonuses, profit sharing, deferred compensation, share purchase or share option, share appreciation, phantom stock, incentive compensation, life or accident insurance, hospitalization, health, medical or dental treatment or expenses, disability, unemployment insurance benefits, employee loans, vacation pay, severance or termination pay or other benefit plan.

**"Encumbrances"** means any security interest, lien, claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, adverse claim or right of a third party of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing (including any conditional sale or title retention agreement, or any capital or financing lease).

**"Equity Commitment Letter"** means one or more binding, executed commitment letters from Affiliates of the Purchaser and any equity co-investors, as required with respect to the provision of the requisite equity financing needed by the Purchaser (together with the financing represented by the Debt Commitment Letter) to consummate the transactions contemplated hereby.

**"Escrow Agent"** means the Monitor in its capacity as escrow agent pursuant to the Escrow Agreement.

**"Escrow Agreement"** means the escrow agreement to be dated on or about the date hereof between the Purchaser, the Vendor and the Escrow Agent in substantially the form attached as Schedule G.

**"Essential Contracts"** means those contracts listed in Appendix 5 to Schedule A;

**"Estimated Closing Working Capital"** has the meaning set forth in Section 3.5(a).

**"Excise Tax Act"** means the *Excise Tax Act* (Canada).

**"Excluded Assets"** means cash and cash equivalents, the assets listed on Appendix 4 to Schedule A, and the Excluded Contracts.

**"Excluded Contracts"** means those Contracts that (i) are listed in Appendix 3 to Schedule A, (ii) are deemed to be an Excluded Contract pursuant to Section 2.2(a); or (iii) become an Excluded Contract pursuant to Section 2.6.

**"Final Working Capital"** has the meaning set forth in Section 3.5(c).

**"Financing Commitment Letters"** means the Debt Commitment Letters and the Equity Commitment Letters.

**"FOS Holdings"** means FirstOnSite Holdings Limited, an Ontario company and a wholly owned subsidiary of the Vendor.



"FOS U.S." means FirstOnSite Restoration, Inc., a Delaware company and a wholly owned subsidiary of FOS Holdings.

"GAAP" means generally accepted accounting principles as set out in the *CPA Canada Handbook – Accounting*, as applicable, at the relevant time applied on a consistent basis.

"General Partner" means FirstOnSite G.P. Inc.

"Governmental Authority" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.

"Income Tax Act" means the *Income Tax Act* (Canada).

"Indemnified Party" means a Person with indemnification rights or benefits under this Agreement.

"Initial Order" means an order of the Court, in form and substance satisfactory to the Purchaser, acting reasonably, to be sought by the Vendor with respect to the appointment of the Monitor as monitor, and with respect to the CCAA Proceedings.

"Intellectual Property" means all intellectual property of the Vendor used by or currently being developed for use in the Business, and all rights of the Vendor therein, including all claims for past infringement, worldwide and under any international conventions, whether registered or unregistered, in whatever form or medium (and includes any copies of such information), including:

- (a) the Vendor's proprietary "mobileCT" software and "ClaimTrak" claims management system;
- (b) all patents, patent applications and other patent rights, including any applications which may be filed, including any and all divisional patent applications, provisionals, continuations, continuations-in-part, and any and all patents which may issue or re-issue;
- (c) all registered and unregistered trade-marks, service marks, logos, slogans, corporate names, business names and other indicia of origin, and all applications and registrations therefor;
- (d) registered and unregistered copyrights and mask works, including all copyright in and to computer software programs and applications and registrations of such copyright;
- (e) internet domain names, applications and reservations for internet domain names, uniform resource locators and the corresponding internet sites;

- (f) industrial designs;
- (g) trade secrets and proprietary information not otherwise listed in (a) through (f) above, including all inventions (whether or not patentable), invention disclosures, moral and economic rights of authors and inventors (however denominated), confidential information, technical data, customer lists, corporate and business names, trade names, trade dress, brand names, know-how, mask works, circuit topography, formulae, methods (whether or not patentable), designs, processes, procedures, technology, business methods, source codes, object codes, computer software programs (in either source code or object code form), databases, data collections and other proprietary information or material of any type, and all derivatives, feedback, improvements and refinements thereof, howsoever recorded or unrecorded; and
- (h) all other intellectual property of the Vendor used to support the Business.

"Loan Agreement (BDC)" has the meaning set out in Appendix 3 to Schedule A.

"Loan Agreement (BDC Capital)" has the meaning set out in Appendix 3 to Schedule A.

"Monitor" means the monitor appointed by the Court in respect of the CCAA Proceedings.

"Monitor's Certificate" means the certificate to be filed with the Court by the Monitor substantially in the form attached to the Approval and Vesting Order.

"Offered Employees" has the meaning set out in Section 4.1(1).

"Ordinary Course of Business" means the ordinary course of business of the Vendor with respect to the Purchased Assets or the Business consistent with the conduct of the Business on the date hereof and consistent with the orders of the Court in the CCAA Proceedings.

"Outside Date" means June 15, 2016, unless extended by mutual agreement of the Parties.

"Party" means the Purchaser or the Vendor and "Parties" mean the Purchaser and the Vendor.

"Permitted Encumbrances" means those Encumbrances to be listed on Schedule C hereto, and such additional Encumbrances as may be added to such Schedule C by the Purchaser at any time prior to the Closing Date.

"Person" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

**"Potential Trust Claim"** means a trust claim which may be asserted against the Vendor by a Potential Trust Claimant pursuant to Applicable Lien Legislation, provided always that the amount of such claim is limited to owed funds which are an Assumed Obligation.

**"Potential Trust Claimant"** means a Person who, as of the Closing Date, is owed funds by the Vendor who, if unpaid, would be entitled to assert a trust claim against the Vendor under Applicable Lien Legislation, but specifically excludes a Person who is owed funds by the Vendor which is not an Assumed Obligation.

**"Potential Trust Claimant List"** has the meaning set out in Section 8.3(o).

**"Potential Trust Claimant L/C"** means, collectively, one or more unconditional, irrevocable standby letters of credit in an aggregate face amount of \$5,000,000:

- (a) issued or confirmed by any of the Schedule I Canadian chartered banks or financial institutions which are subject to supervision or regulation by the Office of the Superintendent of Financial Institutions of Canada and have and maintain a long-term issuer rating of at least "A-" by S&P or "A3" by Moody's or an equivalent rating as rated by another nationally recognized statistical rating agency;
- (b) providing for the Vendor and the Escrow Agent as beneficiary thereof;
- (c) providing that the Potential Trust Claimant L/C shall be scheduled to expire not earlier than six (6) months after the Closing Date, and without provision for automatic renewal;
- (d) permitting the Escrow Agent to make multiple draws against the Potential Trust Claimant L/C and distribute the proceeds to the Monitor in accordance with the terms of Section 6.9 and the Escrow Agreement up to a maximum aggregate amount of \$5,000,000 (for the avoidance of doubt the Potential Trust Claimant L/C shall not be required to be replenished or replaced following any draw thereon); and
- (e) which are otherwise in form and substance satisfactory to the Purchaser, the Vendor and the Monitor, acting reasonably.

**"Potential Trust Claimant Reserve"** means, at the option of the Purchaser, the Potential Trust Claimant L/C, or an amount of \$5,000,000, each of which may be reduced from time to time in accordance with Section 6.9(3).

**"Promissory Notes"** means those unsecured subordinated promissory notes issued by the Vendor listed in Schedule D under Heading (c).

**"Purchase Price"** has the meaning set out in Section 3.1.

"Purchased Assets" means the Vendor's right, title and interest, in and to all tangible and intangible assets, properties and rights of the Vendor, used in or required for ownership, operation or conduct of the Business, wherever located, including those assets set forth in Schedule A, but excluding the Excluded Assets.

"Purchased Shares" means all of the issued and outstanding shares of FOS Holdings, the sole shareholder of FOS U.S.

"Purchaser" has the meaning set out in the recitals hereto.

"QST Act" means An Act Respecting the Quebec Sales Tax (Quebec).

"Representative" means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, solicitor, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party's Affiliates.

"Target Working Capital" means [REDACTED].

"Tax Authority" means the Canada Revenue Agency, the Minister of Revenue for Quebec and any other Governmental Authority having taxing authority and their respective successors, if any.

"Taxes" includes any taxes, duties, assessments, imposts, fees, dues, withholdings, levies and other charges of any nature imposed by any Tax Authority and includes all interest, penalties, fines, additions to tax or other additional amounts imposed by any Tax Authority including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, withholding, business, property, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervailing and anti-dumping and all employment insurance, health insurance and Canada, Québec and other government pension plan and other employer plan premiums, contributions or withholdings and all other taxes and similar governmental charges of any kind imposed by any Governmental Authority.

"Tax Returns" means all returns, reports, decisions, elections, notices, filings, forms, statements and other documents (whether in written, electronic or other form) and any amendments, schedules, attachments, supplements, appendices and exhibits thereto, which have been prepared or filed or are required to be prepared or filed in respect of Taxes.

"Transaction" means the transaction of purchase and sale contemplated by this Agreement.

"Transfer Taxes" means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, harmonized sales taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer

or registration of the transfer of the Purchased Assets excluding any taxes imposed or payable under the Income Tax Act and any other applicable income tax legislation.

**"Transferred Employees"** has the meaning set out in Section 4.2.

**"Trust Claim Reserve"** means the reserve in the amount determined by the Monitor, that the Monitor will hold out of the proceeds of the Cash Purchase Price on Closing against potential trust claims which may be asserted against the Vendor pursuant to Applicable Lien Legislation, and against the Vendor's payment obligations, if any, arising pursuant to Section 3.5(d)(ii), which reserve shall not be less than \$3,000,000.

**"Vendor"** has the meaning set out in the recitals hereto.

**"Wells Fargo"** means Wells Fargo Capital Finance Corporation Canada, as agent for and on behalf of the senior lenders and other secured parties pursuant to the Credit Agreement.

**"Working Capital"** means, at any time, the amount by which those current assets of the Vendor exceed those current liabilities of the Vendor, as indicated in, and calculated pursuant to the methodology set forth on, Schedule F and, to the extent not inconsistent with such methodology, in accordance with GAAP applied on a basis consistent with past practices of the Vendor.

#### **Section 1.2 Interpretation Not Affected by Headings, etc.**

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

#### **Section 1.3 General Construction.**

The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

#### **Section 1.4 Extended Meanings**

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

#### **Section 1.5 Currency.**

All references in this Agreement to dollars, monetary amounts or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

### Section 1.6 Statutes.

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

### Section 1.7 Schedules

The Schedules hereto are incorporated in and form part of this Agreement.

## ARTICLE 2 SALE AND PURCHASE AND ASSIGNMENT

### Section 2.1 Sale and Purchase of Purchased Assets

Subject to the terms and conditions hereof, at the Closing Time, the Vendor hereby agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor, the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances) pursuant to the Approval and Vesting Order.

### Section 2.2 Assignment of Contracts

In the event that there are any Assumed Contracts which are not assignable in whole or in part without the consent, approval or waiver of another party or parties to them and that such contracts are set out in a list to be provided by the Purchaser to the Vendor no later than one Business Day prior to the service of the motion for the Approval and Vesting Order (such list, once delivered shall be incorporated into this Agreement as Appendix 6 to Schedule A)(each a "Consent Required Contract"):

- (a) if any such consents, approvals or waivers or Assignment Orders therefor have not yet been obtained as of the Closing Date, then nothing in this Agreement will be construed as an assignment of any such Consent Required Contract and the Purchaser shall have no liability or obligation whatsoever in respect of any such Consent Required Contract and all such Consent Required Contracts shall be deemed to be Excluded Contracts;
- (b) until the Approval and Vesting Order is granted, the Vendor shall use its commercially reasonable efforts to obtain any such consent, approval or waiver and shall regularly apprise the Purchaser on the status of same. The Purchaser shall provide its reasonable cooperation to assist the Vendor in obtaining any such consent, approval or waiver;
- (c) if any consent, approval or waiver is not obtained for any Consent Required Contract prior to the service of the motion for the Approval and Vesting Order, the Vendor shall bring a motion to the Court for issuance of an Assignment Order with respect to such Consent Required Contracts together with the motion for the Approval and Vesting Order and the Purchaser will provide reasonable assurances to the Court, in respect of such application for an Assignment Order,

that the Purchaser will perform the applicable obligations of the Consent Required Contracts which are the subject of such Assignment Order including, without limitation, providing materials to be served and filed in connection with any motion pursuant to section 11.3 of the CCAA;

- (d) once the consent, approval or waiver to the assignment of a Consent Required Contract is obtained or the assignment of such Assumed Contract has been ordered by the Court pursuant to an Assignment Order, such Consent Required Contract shall be deemed to be assigned to the Purchaser on Closing; and
- (e) other than as described above in respect of Consent Required Contracts, the Vendor is not required to provide notice to counterparties of the assignment of other Assumed Contracts.

With respect to each Consent Required Contract, subject to Closing and to either (i) the consent of the other parties thereto to the assignment thereof, or (ii) in the absence of such consent, the obtaining of an Assignment Order, in addition to its other obligations under this Agreement, the applicable Cure Costs related to such Consent Required Contract on Closing shall be paid by the Purchaser, without any inclusion of such costs in Working Capital.

#### Section 2.3 "As is, Where is"

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

#### Section 2.4 Assumed Obligations

The Purchaser agrees to assume and perform, discharge and pay when due the following obligations and liabilities of the Vendor (the "Assumed Obligations") after the Closing:

- (a) all debts, liabilities and obligations under the Assumed Contracts (to the extent assigned or transferred to the Purchaser on Closing) for the period from and after the Closing Time, in each case provided that such debts, obligations or liabilities are not arising from, due to or attributable to (i) any default existing or breach (with or without the giving of notice, the lapse of time, or both) by the Vendor occurring prior to or as a consequence of Closing, or (ii) any default, breach or violation of the Vendor of any term or condition of this Agreement;

- (b) all current liabilities included in the definition of Working Capital, as indicated in and consistent with the methodology in Schedule F, it being understood that items described as adjustments in such schedule shall not constitute Assumed Obligations;
- (c) the obligation and liability of the Vendor to pay Cure Costs in respect of any Assumed Contract;
- (d) all debts, liabilities and obligations for which the Purchaser is responsible pursuant to Section 4.2 (Employee Liability); and
- (e) all debts, liabilities and obligations arising from ownership and use of the Purchased Assets for the period from and after the Closing Time.

**Section 2.5 Excluded Obligations**

Other than the Assumed Obligations, the Purchaser shall not assume, pay, satisfy, discharge, perform or fulfill and shall not be liable, directly or indirectly, or otherwise responsible for any debts, liabilities or other obligations or Claims of the Vendor, including the foregoing:

- (a) all bank indebtedness including that indicated in Schedule D;
- (b) all outstanding secured and unsecured debentures including those indicated in Schedule D;
- (c) all unsecured subordinated promissory notes including those indicated in Schedule D;
- (d) all debts, liabilities and obligations of the Vendor or related to any Purchased Asset arising out of or related to the period prior to the Closing Time;
- (e) all obligations and liabilities owing by the Vendor pursuant to any Excluded Contract;
- (f) all obligations and liabilities owing by the Vendor to any Affiliate;
- (g) obligations or Claims under or relating to any Employee Plan including any obligation or liability to make any payment or payments to any Person as a result of the transactions contemplated hereby, whether or not such liability or obligation arises prior to, on or following the Closing Date;
- (h) relating to, resulting from or arising out of the employment or termination of any Employee of the Vendor prior to Closing or of any Employee who does not become a Transferred Employee;
- (i) all debts, liabilities and obligations for or related to any obligation for any taxes that are not expressly assumed by the Purchaser pursuant to Section 2.4 or Section 3.7;



- (j) all Taxes imposed on or relating to the Vendor or any of its partners, directors, officers, Affiliates or related persons and all Taxes imposed on or relating to the Purchased Assets that are attributable to any pre-Closing tax period whether or not any such period ends on or before the Closing Date (other than any Transfer Taxes which are the responsibility of the Purchaser under this Agreement); and
- (k) all debts, liabilities and obligations of the Vendor arising under this Agreement, including, for certainty, all legal, accounting, broker or other professional fees, costs and expenses incurred by the Vendors in connection with the CCAA Proceedings and the transactions contemplated by this Agreement.

#### **Section 2.6 Additions to Excluded Assets and Excluded Contracts**

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

### **ARTICLE 3 PURCHASE PRICE**

#### **Section 3.1 Purchase Price**

The aggregate purchase price payable by the Purchaser to the Vendor for the Purchased Assets is: (i) the Base Purchase Price, subject to adjustment pursuant to Section 3.5 (the "Closing Cash Purchase Price", plus (ii) the assumption by the Purchaser of the Assumed Obligations (the "Purchase Price").

#### **Section 3.2 Satisfaction of Purchase Price**

Provided that all conditions precedent to Closing have been satisfied or waived in accordance with Article 7, the Purchase Price shall be paid and satisfied on Closing as follows:

- (a) as to the amount of the Deposit and interest accrued thereon, by the crediting and set-off of such amount against the Closing Cash Purchase Price;
- (b) as to the balance of the Closing Cash Purchase Price (the "Closing Cash Payment"), by wire transfer in immediately available funds paid as follows:
  - (i) as to the amount of the Trust Claim Reserve, by the Purchaser paying such amount to the Monitor. In order to secure the Vendor's payment obligations arising pursuant to Section 3.5(d)(ii), the Trust Claim Reserve will be subject to a first ranking \$2,000,000 charge in favour of the Purchaser subject only to (A) an amount sufficient to repay all amounts owing by the Vendor to Wells Fargo in respect of the Vendor's pre-CCAA

- filing indebtedness pursuant to the Credit Agreement; and (B) the Monitor's ability to pay or settle trust claims made against the Vendor pursuant to Applicable Lien Legislation out of the Trust Claim Reserve after first seeking recourse to the Potential Trust Claimant Reserve (to the extent available for such trust claim); and
- (ii) as to the balance, by the Purchaser paying such amount to the Monitor to be held pending further order of the Court; and
  - (c) as to the dollar value of the Assumed Obligations, by the assumption by the Purchaser of the Assumed Obligations.

### Section 3.3 Deposit

The Vendor acknowledges receipt of a deposit (the "Deposit") of \$2,000,000, paid to the Escrow Agent on behalf of the Vendor and held by the Escrow Agent subject to the terms of the Escrow Agreement. If the Closing takes place, the Deposit and interest thereon (net of any taxes, if applicable) shall be credited and set off against the Closing Cash Purchase Price as indicated in Section 3.2(a). The Deposit and interest thereon shall be forfeited in favour of the Vendor on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Purchaser to perform any of its obligations hereunder. The forfeiture of the Deposit and interest thereon in such circumstances to the Vendor shall be as liquidated damages, and not as a penalty and shall be the Vendor's sole and exclusive remedy and recourse (whether at law, in equity, in contract, in tort or otherwise) in connection with the termination of the Agreement prior to Closing or any loss or other liability of any kind (including any knowing or intentional breach) under or related to this Agreement, all other agreements, documents and certificates contemplated hereby and the transaction contemplated hereunder in the event that the Closing does not occur, and the Vendor shall not have any right to seek damages, recover expenses or other equitable remedies, including specific performance, in the event of a breach of this Agreement by the Purchaser prior to Closing. For greater certainty, and solely in the event that there has been a Closing, the foregoing limitation of the Vendor's remedies and recourse shall not apply against the Vendor with respect to a failure by the Purchaser to perform any of its post-Closing obligations, in which case the general limitations of liability provided in Section 10.5 shall apply. In all other instances, the Deposit and interest thereon will be returned to the Purchaser upon the termination of this Agreement if Closing has not occurred or if the Agreement is terminated by the Purchaser pursuant to Section 8.6(3).

### Section 3.4 Allocation of Purchase Price

The Purchase Price is allocated among the Purchased Assets as specified in Schedule B. The Vendor and the Purchaser shall each report the sale and purchase of the Purchased Assets for all Tax purposes in a manner consistent with such allocation, and will complete all Tax Returns, designations and elections in a manner consistent with such allocation and otherwise follow such allocation for all Tax purposes on and subsequent to the Closing Date and may not take any position inconsistent with such allocation except as required by Applicable Laws.

**Section 3.5 Working Capital**

- (a) The Vendor shall prepare in good faith and deliver to the Purchaser no later than 6:00 p.m. EST on the tenth (10<sup>th</sup>) Business Day prior to the scheduled Closing Date, a written statement (together with supporting documentation and calculations) setting forth and representing an estimate of Working Capital (the "Estimated Closing Working Capital") as of the expected Closing Time. The Parties shall work expeditiously and in good faith in an attempt to resolve any objections which the Purchaser may have to the Estimated Closing Working Capital prepared by the Vendor. The Vendor shall provide access, upon every reasonable request, to the Purchaser and its Representatives to all work papers of the Vendor and its Representatives, accounting books and records and the appropriate personnel to verify the accuracy, presentation and other matters relating to the preparation of the Estimated Closing Working Capital.
- (b) The amount by which the Estimated Closing Working Capital exceeds the Target Working Capital, if any, is the "Working Capital Positive Adjustment". The amount by which the Estimated Closing Working Capital is less than the Target Working Capital, if any, is the "Working Capital Negative Adjustment". The Working Capital Positive Adjustment or the Working Capital Negative Adjustment, as applicable, will be treated as a positive or negative adjustment to the Closing Cash Purchase Price paid at the Closing.
- (c) No later than 90 days following the Closing Date, Purchaser shall deliver to the Vendor: a written statement (together with supporting documentation and calculations) setting forth the Purchaser's good faith determination of the actual Working Capital (the "Final Working Capital") as at the Closing Time. The Purchaser shall provide timely access, upon every reasonable request, to the Vendor and its Representatives to all work papers of the Purchaser and its Representatives, accounting books and records and the appropriate personnel to verify the accuracy, presentation and other matters relating to the preparation of the statement of Final Working Capital. Within 20 days of the Vendor's receipt of the statement of Final Working Capital, the Vendor must notify the Purchaser in writing if it objects to any of the amounts or calculations in the statement of Final Working Capital and identify the objectionable amounts or calculations in its written notice to the Purchaser. The Purchaser and the Vendor shall cooperate in a diligent good faith manner to resolve such objections as soon as possible after the Purchaser's receipt of the Vendor's objections, but not later than 30 days after the Purchaser's receipt of the Vendor's objections, and the Final Working Capital shall be adjusted to reflect any changes agreed to by the Purchaser and the Vendor. In the event of an unresolved dispute regarding the Final Working Capital, the Parties shall utilize the dispute resolution procedure set forth in Section 3.5(e) as the exclusive mechanism to resolve such dispute.
- (d) If the Vendor does not notify the Purchaser of any objection within the 20 day period or following a determination by the Accounting Referee in accordance with Section 3.5(e) below with respect to the Final Working Capital:

- (i) If the Final Working Capital is more than the Estimated Closing Working Capital, the Purchaser shall pay such difference to the Monitor by wire transfer of immediately available funds within five Business Days following finalization of the Final Working Capital; or
  - (ii) If the Final Working Capital is less than the Estimated Closing Working Capital, the Vendor shall promptly direct the Monitor to pay such difference to the Purchaser, up to a maximum of [REDACTED], from the Trust Claim Reserve by wire transfer of immediately available funds. Notwithstanding the foregoing, the Monitor shall be entitled to withhold payment of such difference to the Purchaser until such time as the Monitor is satisfied that following payment of such difference to the Purchaser, the sum of (A) the Trust Claim Reserve, and (B) the Potential Trust Claimant Reserve would exceed the sum of (X) potential trust claims which maybe asserted against the Vendor pursuant to Applicable Lien Legislation (as determined by the Monitor), and (Y) the remaining amounts owing by the Vendor to Wells Fargo in respect of all the Vendor's pre-CCAA filing indebtedness pursuant to the Credit Agreement. There shall not be any purchase price adjustment in respect of any Final Working Capital adjustment deficiency that is in excess of [REDACTED].
- (e) Failing resolution of any objection to the statement of Final Working Capital raised by the Vendor pursuant to Section 3.5(c), only the amount(s) in dispute may be submitted for determination to the Accounting Referee, in consultation with the Monitor, subject to any order of the Court. Unless otherwise ordered by the Court, the Accounting Referee's determination of any of the matters set forth above shall be final and binding on the parties to this Agreement. All fees and expenses of the Accounting Referee shall be borne equally by the Purchaser on the one hand, and the Vendor on the other hand.

### **Section 3.6 No Effect on Other Rights.**

The determination and adjustment of the Purchase Price in accordance with the provisions of this Article will not limit or affect any other rights or causes of action either the Purchaser or the Vendor may have with respect to the representations, warranties and covenants in its favour contained in this Agreement.

### **Section 3.7 Transfer Taxes**

The Parties agree that:

- (a) The Purchase Price is exclusive of any Transfer Taxes. The Purchaser shall pay to the Vendor all applicable Transfer Taxes pertaining to the Purchaser's acquisition of the Purchased Assets.
- (b) The Vendor will timely file all Tax Returns with respect to all Transfer Taxes, and will timely remit to the appropriate Tax authority, all Transfer Taxes required to

be remitted by the Vendor with respect to the transfer of the Purchased Assets, whether or not such Transfer Taxes are recorded on any Tax Return of the Vendor. Within ten (10) Business Days after payment by the Purchaser, the Vendor will provide the Purchaser with evidence that all such Transfer Taxes have been remitted to the appropriate Tax authority. The Purchaser and the Vendor will reasonably cooperate to reduce or eliminate Transfer Taxes to the extent permitted by applicable law, including by making the elections described in Section 3.7(c) below. The Purchaser may provide the Vendor with any valid resale certificate, exemption certificate, and other documentation to establish any exemption from the collection or payment of Transfer Taxes.

- (c) The Purchaser and the Vendor shall execute elections under section 167 of the Excise Tax Act and section 75 of the QST Act, each in the prescribed form, such that Purchaser will not be required to pay, and the Vendor will not be required to collect, any goods and services tax, harmonized sales tax or Quebec sales tax with respect to the purchase and sale of the Purchased Assets. Purchaser will file such elections within the time and in the manner prescribed by the Excise Tax Act and the QST Act.
- (d) The Purchaser shall indemnify the Vendor for any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) for which the Vendor may become liable as a result of any failure by the Purchaser to pay or remit such Transfer Taxes.

#### ARTICLE 4 EMPLOYEE MATTERS

##### Section 4.1 Offer to Employees.

- (1) The Purchaser agrees to offer employment, conditional on Closing and effective as of the Closing Time, to no less than 90% of the Employees (the identity of whom shall be communicated by the Purchaser to the Vendor, no later than 10 Business Days prior to the Closing Date (collectively, the "Offered Employees")). The Purchaser shall make such conditional offer of employment to the Offered Employees no later than 5 Business Days prior to the Closing Date. Each such offer will be on terms and conditions substantially similar to those existing as of the Closing Date, it being acknowledged and agreed that the Vendor shall deliver to the Purchaser a summary of all material terms and conditions of the employment of each Employee, contemporaneously with the execution of this Agreement by the Vendor.
- (2) The Vendor shall not attempt in any way to discourage any of the Offered Employees from accepting the offer of employment made by the Purchaser.

##### Section 4.2 Employee Liability.

Without limiting the Purchaser's obligations in respect of those Offered Employees who accept the Purchaser's offer of employment (the "Transferred Employees"), the Purchaser shall be responsible for:

- (a) all liabilities (whether accrued or not) for salary, wages, bonuses, commissions, vacation pay and other compensation relating to employment of all Transferred Employees, for the period prior to, on and after the Closing Date (it being understood that all such liabilities in respect of the period prior to the Closing Date shall be included in Working Capital);
- (b) all severance payments, damages for wrongful dismissal and all related costs in respect of the termination by the Purchaser of the employment of any Transferred Employee after the Closing Time; and
- (c) all liabilities for Claims for injury, disability, death, workers' compensation or other employment-related penalties or assessments arising from or related to the employment of the Transferred Employees arising on or subsequent to the Closing Date.

#### **Section 4.3 Vacation**

The Transferred Employees will receive vacation accruals from the Purchaser no less than those which they had accrued with the Vendor immediately prior to the Closing Time.

### **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

#### **Section 5.1 Vendor's Representations**

The Vendor represents and warrants to the Purchaser as of the date hereof and as of the Closing Time as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) the Vendor is a limited partnership duly formed and validly subsisting under the laws of the Province of Ontario;
- (b) the General Partner is a corporation duly formed and validly subsisting under the laws of the Province of Ontario;
- (c) the Vendor has the requisite power and authority to conduct its business as now conducted and to own the Purchased Assets and is duly licensed or otherwise qualified to carry on its business, and the General Partner is duly licensed or otherwise qualified to carry on its business as an extra-provincial or foreign corporation in each jurisdiction in which the ownership of the Purchased Assets would require such licensing or other qualification;
- (d) subject to obtaining the Approval and Vesting Order and, if applicable, the Assignment Orders, it has the requisite power and authority to enter into this Agreement and to complete the transactions contemplated hereunder;

- (e) this Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding agreement of it enforceable against it in accordance with its terms, subject to Court approval and any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (f) the Vendor is a "Canadian partnership" within the meaning of subsection 102(1) of the Income Tax Act;
- (g) the Vendor is not a party, either directly, voluntarily or by operation of law, to any agreement, letter of understanding, letter of intent or other written communication with any bargaining agent, trade union or association which may qualify as a trade union, which would apply to any Employees;
- (h) there are no outstanding or, to the knowledge of the Vendor, threatened unfair labour practices, organizing activities complaints or applications of any kind, including any proceedings which could result in certification of a trade union as bargaining agent for any Employees, and there have not been any such proceedings within the last five years;
- (i) the Vendor, together with its affiliates (as the term "affiliate" is defined under the Competition Act), neither have assets in Canada with an aggregate book value in excess of \$400 million, nor aggregate gross revenues from sales in, from or into Canada in excess of \$400 million all as determined in accordance with and for the purposes of subsection 109(1) of the Competition Act; and
- (j) the Vendor is registered for the goods and services tax and the harmonized sales tax under the Excise Tax Act, and for the Quebec sales tax under the QST Act, and its registration numbers are 828022327 and 1213591131 respectively.

## Section 5.2 Purchaser's Representations

The Purchaser represents and warrants to the Vendor as of the date hereof and as of the Closing Time that and acknowledges that the Vendor is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) the Purchaser is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation;
- (b) the Purchaser has the requisite power and authority to enter into this Agreement and to complete the transactions contemplated hereunder;
- (c) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of it enforceable against it in

accordance with its terms, subject to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;

- (d) the Purchaser has sufficient available funds and/or Financing Commitment Letters, true and complete copies of which, if applicable, have been delivered to the Vendor prior to the date hereof, to pay the Purchase Price and all other necessary fees, expenses and other amounts in connection with the consummation of the transactions contemplated hereby. Such Financing Commitment Letters are and will remain up to and including the Closing, in full force and effect and, have not been modified, amended, restated or replaced. None of the respective commitments contained in the Financing Commitment Letters have been withdrawn, terminated or rescinded in whole or in part. The Purchaser has fully paid any and all commitment fees or other fees required by the Financing Commitment Letters to be paid on or before the date of this Agreement. There are no conditions precedent or other contingencies related to the funding of the full amount of the financing provided for in the Financing Commitment Letters other than as specified in the Financing Commitment Letters and the Purchaser has no reason to believe that the conditions set forth in the Financing Commitment Letters will not be satisfied, that such available funds will not be available at the Closing or that the Financing Commitment Letters will not be funded at the Closing;
- (e) the Purchaser, together with its affiliates (as the term "affiliate" is defined under the Competition Act), neither have assets in Canada, nor aggregate gross revenues from sales in, from or into Canada all as determined in accordance with and for the purposes of subsection 109(1) of the Competition Act;
- (f) the Purchaser is registered for the goods and services tax and the harmonized sales tax under the Excise Tax Act and its registration number is 777094921, and will be registered for the Quebec sales tax under the QST Act prior to the Closing Time; and
- (g) the Purchaser is either not a non-Canadian or is controlled by a "WTO investor", each within the meaning of the *Investment Canada Act*.

### Section 5.3 Limitations

With the exception of the Vendor's representations and warranties in Section 5.1 and the Purchaser's representations and warranties in Section 5.2, none of the Vendor or the Purchaser, or their respective Representatives, make, have made or shall be deemed to have made any other representation or warranty, express or implied, at law or in equity, in respect of the Vendor, the Purchaser or the Purchased Assets, or the sale and purchase of the Purchased Assets pursuant to this Agreement.



**ARTICLE 6  
COVENANTS**

**Section 6.1 Conduct of Business in the Ordinary Course**

- (1) The Vendor shall use commercially reasonable efforts to conduct the Business in the Ordinary Course of Business except to the extent required to comply with its obligations under this Agreement, subject in all cases to any limitation or obligation imposed by being subject to CCAA Proceedings or any Court order.
- (2) Without limiting the generality of Section 6.1(1), the Vendor shall use its commercially reasonable efforts to:
  - (a) remain in possession of the Purchased Assets until Closing, use the Purchased Assets only in the Ordinary Course of Business and maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date hereof, other than ordinary wear and tear and other than replacements, dispositions, modifications or maintenance in the Ordinary Course of Business;
  - (b) not dispose of any of the Purchased Assets, other than assets that are included in Working Capital which are disposed of in the Ordinary Course of Business;
  - (c) not amend in any material respect or in a manner outside the Ordinary Course of Business any Assumed Contract or waive any material rights thereunder, or disclaim this Agreement or any Assumed Contract that is material to the Business without the consent of the Purchaser;
  - (d) not (i) alter or promise to alter in any manner the compensation of, or enter into any new bonus or incentive agreement or arrangement with, any of its Employees, other than a key employee retention plan or similar incentive plan in connection with the CCAA Proceedings, which, in each case, is acceptable to the Purchaser, or (ii) pay or agree to pay any additional pension, retirement allowance or other employee benefit under any Employee Plan to any of their Employees, whether past or present, except in the Ordinary Course of Business;
  - (e) not terminate any Contract with an Employee or otherwise terminate the employment of any employee outside the Ordinary Course of Business other than as contemplated herein without the consent of Purchaser; and
  - (f) not enter into any material contract or arrangement in respect of any of the Purchased Assets other than in the Ordinary Course of Business; except, in each case, with the prior written consent of the Purchaser, such consent not to be unreasonably withheld or delayed, or upon an order of the Court;
- (3) Except as required by Applicable Law, the Vendor will not change its accounting policies, credit policies or collection procedures, in each case, without the consent of Purchaser or an order of the Court.

### Section 6.2 Actions to Satisfy Closing Conditions

- (1) The Vendor agrees to take all such actions as are within its power to control and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to permit good title to the Purchased Assets to be duly transferred to the Purchaser at the Closing and ensure compliance with all of the conditions set forth in Section 7.1 and Section 7.3.
- (2) The Purchaser agrees to take all such actions as are within its power to control and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 7.2 and Section 7.3.

### Section 6.3 Access Rights

Upon reasonable prior notice by the Purchaser to the Vendor and at any time prior to the Closing Date, the Purchaser may have reasonable access to the Purchased Assets and Employees during normal business hours and in each case prior to Closing for the purpose of enabling the Purchaser to conduct such inspections of the Purchased Assets and the Business as it deems appropriate, acting reasonably. Such inspection shall only be conducted in the presence of a representative of the Vendor, if so required at the discretion of the Vendor. The Purchaser agrees to indemnify and save the Vendor and its Representatives harmless from and against all Claims incurred or arising from or in any way directly related to physical harm to property or people caused by the Purchaser's inspection of the Purchased Assets or the Business or the attendance of the Purchaser, its employees or agents at properties comprising part of the Purchased Assets or at which any of the Purchased Assets are situate. For greater certainty, other than a breach of this Agreement by the Vendor, the Vendor shall not be responsible to indemnify and save the Purchaser harmless from or against the findings of the Purchaser's inspection.

### Section 6.4 CCAA

- (1) As promptly as practicable after execution of this Agreement, the Vendor shall: (i) file motions for the issuances of the Initial CCAA Order, the Approval and Vesting Order and the Assignment Orders, respectively; and (ii) serve such parties as the Court requires for the motion seeking the issuance of the Approval and Vesting Order and the Assignment Orders, and the Purchaser shall be satisfied with the timing of service of such motions and the parties to be so served.
- (2) The Vendor shall ensure that all motion materials and forms of Initial Order and Assignment Orders and any proposed amendments to the Approval and Vesting Order, are provided in advance to the Purchaser for review and comment.
- (3) The Vendor covenants to use commercially reasonable efforts to seek, under the terms of the Approval and Vesting Order, an order of the Court, sealing, until further order of the Court, the financial terms of this Agreement and of the Transaction.

### Section 6.5 Confidentiality

In addition to the obligations under the non-disclosure agreement between the Vendor and Delos Capital Management, LP dated November 13, 2015, the Parties shall keep confidential and shall not disclose to any other Person the existence or terms of this Agreement or of the Transaction except with the prior written consent of the other Party, provided that the Vendor may disclose this Agreement to the Court, the Monitor and the Monitor's counsel, its legal and financial advisors, and to its secured creditors, and as otherwise may be required under the CCAA, in connection with filing and obtaining the Approval and Vesting Order or the Assignment Order, or as otherwise may be required by the Court.

### Section 6.6 Customer Notices

The Vendor will work together with Purchaser to send a joint letter to all customers affected by the Transaction at or before Closing, the costs and expenses of which shall be paid by the Purchaser.

### Section 6.7 Exclusive Dealing

The Vendor, the General Partner, directly or indirectly, through any officer, director, shareholder, partner, employee, agent or other Affiliate shall not (a) solicit, initiate or encourage the submission of any proposal or offer from any Person (other than the Purchaser) relating to the acquisition of any debt of the Vendor or of any of the Purchased Assets (including any acquisition structured as a plan of arrangement, of compromise or of reorganization), (b) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner, any effort or attempt by any Person to do or seek any of the foregoing or (c) enter into any agreement, arrangement or understanding with respect to the foregoing.

### Section 6.8 Financing Cooperation

- (1) Prior to the Closing, the Vendor shall, and shall cause its subsidiaries to, use its and their commercially reasonable efforts, at the sole cost and expense of the Purchaser, to cooperate and cause its and their representatives and Affiliates, including its legal and accounting representatives, to cooperate in connection with Purchaser's proposed debt financing (as used in this Section, the "Debt Financing") of the Transactions contemplated hereby in such manner as may be customary and reasonably requested by the Purchaser (provided that such requested cooperation does not unreasonably interfere with the ongoing operations of the Vendor and its subsidiaries). Such cooperation by the Vendor and its subsidiaries shall include, but not be limited to, using their commercially reasonable efforts to: (i) furnish financial and other pertinent information regarding the Vendor as reasonably requested by Purchaser to prepare the definitive debt financing documents (including schedules thereto), including the furnishing of all information and data necessary to satisfy the conditions set forth in the Debt Commitment Letter; (ii) facilitate the pledging and granting of security interests (and perfection thereof) in collateral, including the assembly and furnishing of all pertinent information regarding the collateral necessary to facilitate such pledges, security interests and guarantees; and (iii) take all other such actions as are reasonably

requested by Purchaser to facilitate the satisfaction of all conditions precedent to obtaining the debt financing set forth in the Debt Commitment Letter to the extent within the control of the Vendor.

- (2) Notwithstanding Section 6.8(1), (i) none of the Vendor or any of its subsidiaries shall be required to incur any liability in connection with the Debt Financing prior to the Closing Time, (ii) the board of directors of the Vendors and the pre-Closing boards of directors of its subsidiaries shall not be required to adopt resolutions approving the agreements, documents and instruments pursuant to which the Debt Financing is obtained, (iii) none of the Vendor or its subsidiaries shall be required to execute any definitive financing documents, including any credit or other agreements, pledge or security documents, or other certificates, legal opinions or documents in connection with the Debt Financing that are effective prior to the Closing Time, and (iv) the Purchaser shall indemnify, defend and hold harmless the Vendor and its Affiliates, and their respective pre-Closing directors, officers, employees, agents and representatives, from and against any damages suffered or incurred by them in connection with the arrangement of the Debt Financing, except in the event such damages arose out of or result from the gross negligence, fraud or willful misconduct of the Vendor or any of its subsidiaries or any of their respective Affiliates or representatives. The Purchaser shall promptly reimburse the Vendor and its subsidiaries for all reasonable and documented out-of-pocket costs incurred by the Vendor or its subsidiaries in connection with such cooperation (it being understood and agreed, however, that the Vendor (and not the Purchaser) shall be responsible for (w) de minimis expenses, (x) fees payable to existing legal, financial or other advisors of the Vendor with respect to services provided prior to the Closing Date, (y) any ordinary course amounts payable to existing employees of, or consultants to, the Vendor or any of its Affiliates with respect to services provided prior to the Closing Date and (z) any amounts that would have been incurred in connection with the transactions contemplated hereby regardless of the Debt Financing).

#### Section 6.9 Potential Trust Claimants

- (1) No later than 6:00 p.m. EST on the fifth (5<sup>th</sup>) Business Day prior to the scheduled Closing Date, Vendor shall provide the Purchaser and the Monitor with a draft of the Potential Trust Claimants List to be delivered on Closing in accordance with Section 8.3(o) which the Vendor in good faith believes is current, complete and accurate as of a recent date that is acceptable to the Purchaser, and which shall be updated by the Vendor between that day and Closing for changes relating to: (i) the Ordinary Course of Business of the Vendor (which updates the Vendor will promptly notify the Purchaser of in writing prior to Closing); or (ii) the operation of Section 2.6. The parties will work expeditiously and in good faith in an attempt to resolve any objections which the Purchaser may have to the draft Potential Trust Claimants List. The Vendor shall provide access, upon every reasonable request to the Purchaser and its Representatives to all work papers of the Vendor and its Representatives, accounting books and records and the appropriate personnel to verify the accuracy, presentation and other matters relating to the preparation of the Potential Trust Claimants List. At the Closing, the final Potential Trust Claimants List shall be the draft Potential Trust Claimants List with whatever changes to that draft which have been agreed upon by the parties. Following the

Closing the Potential Trust Claimants List may be updated from time to time to include additional Potential Trust Claimants with Potential Trust Claims and to remove any Persons who have been incorrectly included in the Potential Trust Claimants List, all as may be agreed by the parties, or as required by the Monitor or the Court, and such list as amended, shall be considered, at such relevant time to be the Potential Trust Claimants List.

- (2) Following Closing, if the Vendor is subject to a *bona fide* claim pursuant to Applicable Lien Legislation for an amount stated to be payable on the Potential Trust Claimants List and the Vendor or the Monitor intends to seek recourse to the Potential Trust Claimant Reserve, the Vendor or Monitor shall provide to the Purchaser, written notice of its intention to seek such recourse, and shall enclose evidence of such claim and full particularities (the "Trust Claimant Notice"). Upon receipt of the Trust Claimant Notice, the Purchaser shall, within ten (10) Business Days, either:
- (a) provide the Monitor and the Vendor with evidence of payment or satisfaction of the amounts reflected in the Potential Trust Claimants List which were owing to such Potential Trust Claimant; or
  - (b) notify the Monitor and the Vendor that it disputes the claim reflected in the Trust Claimant Notice, or the Vendor's or Monitor's entitlement to the Potential Trust Claimant Reserve in respect of such claim, in which case the relevant parties will work expeditiously and in good faith in an attempt to resolve any objections which the Purchaser may have. The parties shall provide access to the other parties and their Representatives, upon reasonable request to such work papers accounting books and records and the appropriate personnel to verify the accuracy, validity, presentation and other matters relating to the claim contemplated in the Trust Claimant Notice. If the parties are not able to reach an agreement within 20 days either party may commence the dispute resolution procedures in accordance with Section 8.5. Once finally determined by mutual agreement or in accordance with Section 8.5, the parties will prepare and deliver to the Escrow Agent such joint directions, if any, as are required under the Escrow Agreement to give effect to such determination or resolution.

For clarity, the Purchaser shall not be liable to the Vendor or the Monitor for any trust claims (or portions thereof): (i) from Persons that were not reflected in the Potential Trust Claimants List; (ii) which are in excess of the amounts owing to a Potential Trust Claimant reflected in the Potential Trust Claimant List which remain outstanding at the relevant time; or (iii) which relate to payables of the Vendor which were not Assumed Obligations.

- (3) Following Closing, on the fourteenth day following Closing and on every fourteenth day thereafter, the Purchaser will provide the Vendor and the Monitor with a report, certified by an officer of the Purchaser, detailing which of the amounts owing to Persons on the Potential Trust Claimant List have not been paid or satisfied. The parties, acting reasonably, and from time to time (but no more frequently than on a monthly basis) will, with the consent of the Monitor, authorize the full or partial return of the Potential Trust Claimant Reserve (which for certainty may include the replacement of the Potential

Trust Claimant L/C with one or more acceptable letters of credit in a lesser amount) to reflect the reduction in exposure to the Vendor, on a dollar for dollar basis, to Potential Trust Claims listed in the Potential Trust Claimant List as such amounts owing are paid or otherwise satisfied, or the parties determine that a Person or potential claim had been incorrectly included in the Potential Trust Claimant List. The parties will prepare and deliver to the Escrow Agent such joint directions or other instructions as are required under the Escrow Agreement to give effect to the foregoing.

## ARTICLE 7 CONDITIONS PRECEDENT

### Section 7.1 Conditions Precedent in favour of the Purchaser

- (1) The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed:
  - (a) all representations and warranties of the Vendor contained in this Agreement shall be true in all material respects as of the Closing Time with the same effect as though made on and as of that date;
  - (b) the Vendor shall have performed in all material respects each of its obligations under this Agreement to the extent required to be performed at or before the Closing Time, including the delivery of each of the items required pursuant to Section 8.3, as applicable;
  - (c) the Purchaser shall have received at or before the Closing Time, duly executed copies of the documents listed in Section 8.3;
  - (d) the Purchaser shall have received the benefit of the Essential Contracts, whether through agreements, consents, approvals or waivers from the applicable counterparty required for the assignment of the Essential Contracts or, such Essential Contracts shall have been assigned pursuant to the Approval and Vesting Order or an Assignment Order subject to the payment of Cure Costs by the Purchaser;
  - (e) the Vendor shall have obtained an order from the Court in a form acceptable to the parties and the Monitor, giving effect to the Trust Claim Reserve provisions and the Purchaser's secured priority interest therein, including the Final Working Capital adjustment provisions in Section 3.5(d)(ii); and
  - (f) all stays of proceedings contained in the Initial Order shall have remained in effect as at the Closing Time except where any such stay is terminated or lifted or amended in a manner which is not prejudicial to the Purchaser or which does not adversely affect the Purchaser's rights under this Agreement or the Purchased Assets and the exercise of rights contained in the Initial Order has not been amended or modified in any manner materially prejudicial to the Purchaser as at the Closing Time.

- (2) The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 7.1 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in Section 7.1 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Vendor to terminate this Agreement.

### **Section 7.2 Conditions Precedent in favour of the Vendor**

- (1) The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed:
- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true in all material respects as of the Closing Time with the same effect as though made on and as of that date;
  - (b) the Purchaser shall have performed in all material respects each of its obligations under this Agreement to the extent required to be performed at or before the Closing Time, including the delivery of each of the items required pursuant to Section 8.2; and
  - (c) the Vendor shall have received on or before the Closing Time, duly executed copies of the documents listed in Section 8.2, as applicable.
- (2) The foregoing conditions are for the exclusive benefit of the Vendor. Any condition in this Section 7.2 may be waived by the Vendor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. If any condition set forth in Section 7.2 is not satisfied or performed on or prior to the Outside Date, the Vendor may elect on written notice to the Purchaser to terminate the Agreement.

### **Section 7.3 Conditions Precedent in favour of both the Purchaser and the Vendor**

- (1) The obligations of the Vendor and the Purchaser to complete the Transaction are subject to the following conditions being fulfilled or performed:
- (a) each of the Initial Order and Approval and Vesting Order shall have been obtained and shall be final and not have been stayed, varied, or vacated;
  - (b) no order shall have been issued by a Governmental Authority which restrains or prohibits the completion of the Transaction; and
  - (c) no motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.

- (2) The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser. If the conditions set out in this Section 7.3 are not satisfied, performed or mutually waived on or before the Outside Date, any Party shall have the option to terminate this Agreement upon written notice to the other Party.

## ARTICLE 8 CLOSING

### Section 8.1 Closing

Subject to the conditions set out in this Agreement, the completion of the Transaction shall take place at the Closing Time at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, or as otherwise determined by mutual agreement of the Parties in writing and the Parties shall exercise commercially reasonable efforts to cause Closing to occur at the Closing Time and, in any event, prior to the Outside Date.

### Section 8.2 Purchaser's Deliveries on Closing

At or before the Closing Time, the Purchaser shall execute and deliver, or arrange for the delivery, as the case may be, to the Vendor the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:

- (a) the Closing Cash Payment in accordance with Section 3.2(b);
- (b) payment of Transfer Taxes, if any, required to be collected by the Vendor in accordance with Section 3.7(a);
- (c) the elections referred to in Section 3.7(c), executed by the Purchaser;
- (d) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all respects the covenants to be performed by it prior to the Closing Time;
- (e) evidence of delivery of the Potential Trust Claimant Reserve to the Escrow Agent; and
- (f) such further and other documentation as the Vendor may reasonably require to give effect to this Agreement.

### Section 8.3 Vendor's Deliveries on Closing

At or before the Closing Time, the Vendor shall execute and deliver, or arrange for the delivery, as the case may be, to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:



- (a) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;
- (b) a copy of the Approval and Vesting Order that has been issued and entered, is final and shall not have been stayed, varied, or vacated;
- (c) a true and complete copy of any consents obtained by the Vendor pursuant to Section 2.2(b), and all Assignment Orders, if any;
- (d) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Vendor contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Vendor has performed in all respects the covenants to be performed by it prior to the Closing Time;
- (e) a full and final release or termination agreement, in form satisfactory to the Purchaser acting reasonably, conditional only on Closing, from Wells Fargo releasing FOS Holdings from any and all obligations owing by FOS Holdings to Wells Fargo;
- (f) a full and final release or termination agreement, in form satisfactory to the Purchaser acting reasonably, conditional only on Closing, from Wells Fargo releasing FOS U.S. from any and all obligations owing by FOS U.S. to Wells Fargo;
- (g) a full and final release or termination agreement, in form satisfactory to the Purchaser acting reasonably, conditional only on Closing, from BDC releasing FOS Holdings from any and all obligations owing by FOS Holdings to BDC;
- (h) a full and final release or termination agreement, in form satisfactory to the Purchaser acting reasonably, conditional only on Closing, from BDC releasing FOS U.S. from any and all obligations owing by FOS U.S. to BDC;
- (i) a full and final release or termination agreement, in form satisfactory to the Purchaser acting reasonably, conditional only on Closing, from BDC Capital releasing FOS Holdings from any and all obligations owing by FOS Holdings to BDC Capital;
- (j) a full and final release or termination agreement, in form satisfactory to the Purchaser acting reasonably, conditional only on Closing, from BDC Capital releasing FOS U.S. from any and all obligations owing by FOS U.S. to BDC Capital;
- (k) a full and final release or termination agreement, in form satisfactory to the Purchaser acting reasonably, conditional only on Closing, from the Bank of Montreal releasing FOS U.S. from any and all obligations owing by FOS U.S. to the Bank of Montreal;

- (l) a share certificate representing the Purchased Shares duly endorsed in blank for transfer, or accompanied by an irrevocable security transfer power of attorney duly executed in blank, in either case by the holder of record, together with evidence satisfactory to the Purchaser that the Purchaser or its nominee(s) have been entered on the applicable share register as the holder of the Purchased Shares;
- (m) a share certificate representing all of the issued and outstanding shares of FOS U.S.;
- (n) the Monitor's Certificate;
- (o) a list (the "Potential Trust Claimant List") of all Potential Trust Claimants who may, in the judgment of the Vendor, acting reasonably, be entitled to assert a Potential Trust Claim and the amounts owed;
- (p) such other necessary deeds, conveyances, assurances, transfers and assignments and any other instruments necessary to transfer the Purchased Assets to the Purchaser or to obtain, perfect, maintain, protect, and enforce the Purchaser's rights in the Purchased Assets;
- (q) the elections referred to in Section 3.7(c), executed by the Vendor; and
- (r) such further and other documentation as the Purchaser may reasonably require to give effect to this Agreement.

#### Section 8.4 Possession of Assets

- (1) On Closing, the Purchaser shall take possession of the Purchased Assets where situate at Closing. The Purchaser acknowledges that the Vendor has no obligation to deliver physical possession of the Purchased Assets to the Purchaser, other than the Purchased Shares and the shares of FOS U.S. In no event shall the Purchased Assets be sold, assigned, transferred or set over to the Purchaser until the conditions set out in the Approval and Vesting Order have been satisfied and the Purchaser and Vendor have satisfied all delivery requirements outlined in Section 8.2 and Section 8.3, as applicable.
- (2) The Purchased Assets shall be and remain until Closing at the risk of the Vendor. In the event of material damage by fire or other hazard to the Purchased Assets or any part thereof occurring before the Closing Date, the Vendor shall immediately advise the Purchaser thereof by notice in writing. Notwithstanding the occurrence of any of the foregoing, the Purchaser shall complete the Transaction contemplated herein in accordance with the terms hereof without reduction of the Purchase Price and the proceeds of any insurance available or actually paid or payable to the Vendor shall be paid or assigned, as the case may be, to the Purchaser.

### Section 8.5 Dispute Resolution

Subject to Section 3.5(e), if any dispute arises with respect to any matter related to the Transaction or the interpretation or enforcement of this Agreement such dispute will be determined by the Court, or by such other Person or in such other manner as the Court may direct.

### Section 8.6 Termination

- (1) This Agreement may be terminated at any time prior to the Closing Time by mutual written agreement of the Vendor and the Purchaser and on consent of the Monitor.
- (2) This Agreement may be terminated at any time prior to the Closing Time upon the occurrence of any of the following:
  - (a) a condition precedent has not been satisfied or waived pursuant to and in accordance with Article 7 and a Party entitled to terminate this Agreement as a result thereof has delivered written notice of termination pursuant to Section 10.2 (provided that the terminating Party has not failed to satisfy a closing condition under this Agreement); or
  - (b) Closing shall not have occurred on or prior to 11:59 p.m. EST on the Outside Date in accordance with Article 7 and either Party shall have delivered written notice of termination to the other Party terminating this Agreement as a result thereof (provided that the terminating Party has not failed to perform any one or more of its obligations or covenants under this Agreement required to be performed at or prior to Closing and the Closing has not occurred because of such failure).
- (3) This Agreement may be terminated by the Purchaser at any time prior to the Closing Time in the event that (i) the Court orders that a post-filing sale process be conducted in respect of the Vendor or the Purchased Assets, (ii) the Monitor does not recommend that the Court grant the Approval and Vesting Order or recommends that a post-filing sale process be conducted in respect of the Vendor or the Purchased Assets or that any other offer for the Purchased Assets be considered, (iii) the Purchaser becomes aware of a material breach by the Vendor or any of its Representatives of Section 6.7, or (iv) a default or event of default occurs under the Vendor's debtor-in-possession financing with Wells Fargo, and Wells Fargo either terminates all advances thereunder or takes any steps to accelerate or enforce any of its rights, including pursuant to any charge granted by the Court in favour of Wells Fargo in its capacity as debtor-in-possession lender.

### Section 8.7 Effects of Termination

- (1) If this Agreement is terminated pursuant to Section 8.6, all further obligations of the Parties under or pursuant to this Agreement shall terminate without further liability of any Party to the other except for: (a) the provisions of: (i) Section 3.3 (Deposit); and (ii) this Section 8.7 (Effects of Termination and Closing); and (b) the Purchaser's right to seek

damages or other equitable remedies in the event of a breach of Section 6.7 by the Vendor, each of which shall survive termination.

## ARTICLE 9 MONITOR

### Section 9.1 Monitor's Certificate

- (1) The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation by the Monitor, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no liability to the Parties or any other Person in connection therewith.
- (2) The Parties further acknowledge and agree that (i) upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived (other than the payments contemplated in Section 3.2 and the delivery of the executed Monitor's Certificate), the Monitor may deliver an executed copy of the Monitor's Certificate to the Purchaser's counsel in escrow, with the sole condition of its release from escrow being the Monitor's written confirmation of receipt of the payments contemplated in Section 3.2 to be delivered to it, and (ii) upon the Monitor's written confirmation that all such funds have been received, the Monitor's Certificate will be released from escrow to the Purchaser, and the Closing shall be deemed to have occurred.

### Section 9.2 Monitor's Capacity

The Vendor and the Purchaser acknowledge and agree that the Monitor will have no liability, in its capacity as Monitor or in its personal or corporate capacity or otherwise, in connection with this Agreement whatsoever.

## ARTICLE 10 GENERAL

### Section 10.1 Access to Books and Records

- (1) For a period of six years from the Closing Date or for such longer period as may be reasonably required for the Vendor to comply with Applicable Law, the Purchaser will retain all original Books and Records that are transferred to the Purchaser under this Agreement. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement and subject to Section 10.1(2), the Vendor (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Vendor, including the Monitor) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

- (2) If the Vendor or its Affiliates are engaged in any business that competes, directly or indirectly, with the business carried on by Purchaser, then the Purchaser shall only be required to provide the right to inspect as contemplated in Section 10.1(1) to the Vendor if the sole purpose is of evaluating or preparing any of its tax returns, the sale of the remaining assets of the Vendor, in respect of any third party claim against such Person or in connection with any bankruptcy and insolvency proceeding. For greater certainty, the right of the Monitor, any former director or officer or any trustee in bankruptcy of the estate of the Vendor to inspect Books and Records and make copies thereof shall not be restricted under this Section 10.1(2).

#### Section 10.2 Notice

- (1) Any notice or other communication under this Agreement shall be in writing and may be delivered personally, by courier or by email, addressed:

- (a) in the case of the Purchaser, as follows:

3297167 Nova Scotia Limited

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

Attention: Matt Constantino  
Email: [matt.constantino@deloscap.com](mailto:matt.constantino@deloscap.com)  
with a copy to:

Goodwin Procter LLP  
The New York Times Building, 620 Eighth Avenue  
New York, New York 10018

Attention: Christian Nugent  
Liam Timoney  
Email: [cnugent@goodwinprocter.com](mailto:cnugent@goodwinprocter.com)  
[ltimoney@goodwinprocter.com](mailto:ltimoney@goodwinprocter.com)

and an additional copy to

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

Attention: Virginie Gauthier  
Email: [virginie.gauthier@nortonrosefulbright.com](mailto:virginie.gauthier@nortonrosefulbright.com)

- (b) in the case of the Vendor, as follows:

FirstOnSite Restoration L.P.  
60 Admiral Blvd.  
Mississauga, Ontario L5T 2W1

Attention: David Demos  
Email: ddemos@firstonsite.ca

with a copy to:

Stikeman Elliott LLP  
5300 Commerce Court West  
199 Bay Street  
Toronto, Ontario M5L 1B9

Attention: Brian M. Pukier  
Email: bpukier@stikeman.com

- (c) in each case (a) or (b) above, with a further copy to the Monitor, at the address provided to the parties by the Monitor.

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

(3) Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

### Section 10.3 Name Change

The Vendor shall, and shall cause each of its Affiliates to, as soon as practicable after the Closing, but in no event later than 20 days after the Closing, change the corporate name of the Vendor and each of its Affiliates so as to bear no resemblance to the current name of the Vendor.

### Section 10.4 Announcements

No press release, public statement or announcement or other public disclosure (a "Public Statement") with respect to this Agreement or the transactions contemplated in this Agreement may be made except with the prior written consent and joint approval of the Vendor and the Purchaser, or if required by Applicable Law or a Governmental Authority. Where the

Public Statement is required by Applicable Law or a Governmental Authority, the Party required to make the Public Statement will use its commercially reasonable efforts to obtain the approval of the other Party as to the form, nature and extent of the disclosure.

#### **Section 10.5 Limitation**

Under no circumstance shall any of the Parties or the Monitor, their respective Representatives or their respective directors, officers, employees or agents be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the transactions contemplated herein.

#### **Section 10.6 Time**

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser.

#### **Section 10.7 Survival**

The representations and warranties of the Parties contained in this Agreement shall merge on Closing and the covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

#### **Section 10.8 Personal Information**

Purchaser hereby acknowledges that it is aware, and that it will advise its Representatives, that privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada), applies to certain information that may be disclosed to the Purchaser and its Representatives pursuant to this Agreement and/or the Transaction, particularly pursuant to Article 4. The Purchaser agrees to comply, and cause its Representatives to comply, with such privacy legislation in connection with any such information disclosed to it or any of them.

#### **Section 10.9 Benefit of Agreement**

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as specifically provided herein and except for with respect to the Indemnified Parties, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns. Despite the foregoing, the Vendor acknowledges to each of those Indemnified Parties who are Representatives of the Purchaser, their specific direct rights against the Vendor under this Agreement and the Purchaser acknowledges to each of the Indemnified Parties who are Representatives of the Vendor, their specific direct rights against the Purchaser under this Agreement. To the extent required by law to give full effect to these direct rights, each of the Vendor and the Purchaser agrees and acknowledges that it is acting as agent and/or as trustee of its Indemnified Parties. The Parties reserve their right to vary or rescind the rights, granted by or under this Agreement to any Person who is not a Party, at any

time and in any way whatsoever, without notice to or consent of that Person, including any Indemnified Party.

#### **Section 10.10 Entire Agreement**

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

#### **Section 10.11 Paramountcy**

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

#### **Section 10.12 Governing Law**

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

#### **Section 10.13 Commission**

The Purchaser agrees to indemnify the Vendor and its Representatives against any claim for compensation or commission by any third party or agent retained by the Purchaser in connection with, or in contemplation of, the Transaction and the Vendor shall indemnify the Purchaser and its Representatives for any third party or agent or broker fees or other commissions payable by the Vendor on the Purchase Price or otherwise in connection with the Transaction.

#### **Section 10.14 Assignment by Purchaser**

This Agreement may not be assigned by the Purchaser without the prior written consent of the Vendor; provided, however that the Purchaser shall be permitted to assign, without the prior written consent of the Vendor, the benefit of all or a portion of this Agreement prior to the issuance of the Approval and Vesting Order to an Affiliate thereof in circumstances where (i) prior notice of such assignment is provided to the Vendor, (ii) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment, and (iii) such assignment shall not release the Purchaser from any obligation or liability hereunder in favour of the Vendor and the Purchaser shall acknowledge and confirm its continuing obligations and liabilities in favour of the Vendor in form and substance satisfactory to the Vendor. This Agreement may not be assigned by the Vendor without the prior written consent of the Purchaser.



**Section 10.15 Further Assurances**

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

**Section 10.16 Severability**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

**Section 10.17 Counterparts**

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

*[Remainder of page left intentionally blank]*

- S-1 -

IN WITNESS WHEREOF, the Parties have executed this Agreement.

PURCHASER:

3297167 NOVA SCOTIA LIMITED

By:   
\_\_\_\_\_

Name: Matt Constantino

Title: Authorized Signatory

VENDOR:

FIRSTONSITE RESTORATION L.P. by  
its general partner FIRSTONSITE G.P.  
INC.

By: \_\_\_\_\_

Name:

Title:

- S-1 -

IN WITNESS WHEREOF, the Parties have executed this Agreement.

PURCHASER:

3297167 NOVA SCOTIA LIMITED

By: \_\_\_\_\_

Name: Matt Constantino

Title: Authorized Signatory

VENDOR:

FIRSTONSITE RESTORATION L.P. by  
its general partner FIRSTONSITE G.P.  
INC.

By: \_\_\_\_\_

Name: Kevin Watson

Title: CEO

### Schedule A - Purchased Assets

All of the Vendor's rights, title and interest in and to:

- (1) all movable property, leasehold improvements and equipment, furniture, fixtures, trade fixtures, computer hardware and other fixed assets used in connection with the Business;
- (2) all Books and Records;
- (3) all inventory of the Vendor used in the carrying on of the Business, including all finished goods and goods in transit to be sold to customers in the operation of the Business;
- (4) all vehicles leased or used by the Vendor in the operation of the Business and all lease deposits thereunder, including those leased vehicles listed on Appendix 1 hereto;
- (5) all leasehold interests used in connection with the Business, including the leasehold interests in respect of the real property leases and all lease deposits thereunder at those addresses listed on Appendix 2;
- (6) the benefit of the Assumed Contracts, excluding for clarity, the Excluded Contracts;
- (7) all Accounts Receivable;
- (8) all prepaid expenses;
- (9) all supplies owned by the Vendor and used in connection with the Business;
- (10) all Intellectual Property owned or licensed by the Vendor and used in or relating to the carrying on of the Business and any products, services or technology based on or using the Intellectual Property;
- (11) all customer guarantees, customer notes, security agreements, financing statements under applicable personal property security legislation, customer deposits or collateral, filings or property securing customer obligations (in each case, solely to the extent related to any of the Accounts Receivables and/or the Assumed Contracts);
- (12) all government licenses, approvals, permits or similar used in connection with the Business;
- (13) all goodwill associated with the Business or the Purchased Assets, including the exclusive right to use all corporate names, domain names, business names, trademarks, trade-dress, brand names, know-how, trade names and other brand elements associated with the Business worldwide, whether registered or unregistered, in whatever form or medium (and includes copies of such information) and the exclusive right of the Purchaser to hold itself out as carrying on the Business; and
- (14) all of the Purchased Shares.

**Appendix 1 to Schedule A - Leased Vehicles**

*(See attached)*

<u>JPL Unit #</u>	<u>Report Group</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>	<u>Plate Number</u>	<u>Term</u>	<u>Term Start</u>	<u>Term End</u>
882122	Group : CC - Belleville	2015	Ford	Escape	1FMCU9G98FUB84370	BWS8722	48	#####	01/05/2019
869636	Group : CC - Brockville	2014	Ford	F-150	1FTFW1EF2FEB58017	AH12194	48	#####	01/05/2018
885242	Group : CC - Ottawa	2015	Ford	F-150	1FTEW1E8XFFB84460	AK48446	48	#####	01/09/2019
885446	Group : CC - Brockville	2016	Ford	Escape	1FMCU9G6X4GUA00654	BWWF763	48	#####	01/09/2019
859422	Group : CC - Chatham	2013	Ford	F-150	1FTFW1EPDFPA62939	AD18860	48	#####	01/01/2017
869384	Group : CC - Chatham	2014	Ford	Escape	1FMCU9G6X1EUD19685	BTXH350	48	#####	01/05/2018
869387	Group : CC - Guelph	2014	Ford	Escape	1FMCU9G6X7EUD19688	BTXH282	48	#####	01/05/2018
848111	Group : CC - Hamilton	2012	Ford	Edge	2FMDK4JC4CBA50930	BNAS003	48	#####	01/12/2015
868642	Group : CC - Hamilton	2013	GMC	Savana Cargo Van	1GTZUCG0D1172354	AF71313	48	#####	01/04/2018
869588	Group : CC - Hamilton	2014	Ford	Edge	2FMDK3JC0EBA30994	BTK1173	48	#####	01/04/2018
856873	Group : CC - Hamilton	2012	Ford	Econoline Cargo Van	1FNEZEW2CDA49987	AH52980	48	#####	01/08/2019
884633	Group : CC - Hamilton	2015	GMC	Savana Cutaway	1GD374CG6F1150919	AL44070	48	#####	01/03/2019
880673	Group : CC - Kingston	2014	GMC	Savana Cutaway	1GD374CG4E1162669	AJ99811	48	#####	01/01/2018
867700	Group : CC - Kitchener	2013	Ford	F-150	1FTDX1CM5DFD13067	AF63149	48	#####	03/05/2018
869385	Group : CC - Kitchener	2014	Ford	Escape	1FMCU9G6X3EUD19686	BTXH289	48	#####	01/01/2018
867616	Group : CC - Kitchener	2013	Ford	Edge	2FMDK4JC3DBE12229	BVSF902	48	#####	01/01/2018
882102	Group : CC - Kitchener	2014	GMC	Savana Cutaway	1GD374CG7E1168580	AK51576	48	#####	01/04/2019
866979	Group : CC - Large Loss (	2014	Ford	Super Duty F-350 DRW	1FT8W3DT8EEB20677	AF53362	48	#####	01/02/2018
870990	Group : CC - Large Loss (	2014	Ford	Super Duty F-250 SRW	1FT7W2BT3EEB44149	AH43049	48	#####	01/06/2018
883533	Group : CC - Large Loss (	2016	Ford	F-350	1FT8W3BT3GEA33792	AK48465	48	#####	01/09/2019
886477	Group : CC - Large Loss (	2015	Ford	F-150	1FTEW1E8XFFB89378	AM13055	48	#####	01/11/2019
869386	Group : CC - London	2014	Ford	Escape	1FMCU9G6X5EUD19687	BTXH349	48	#####	01/05/2018
885751	Group : CC - London	2015	Ford	F-150	1FTEW1E8XFFC34394	AL75822	48	#####	01/10/2019
887060	Group : CC - London	2015	GMC	Savana Cutaway	1GD374CG2F1175882	AM36316	48	#####	01/12/2019
848907	Group : CC - Mississauga	2011	Ford	F-150	1FTFW1E84BFC78783	AA79044	48	#####	01/12/2015
868537	Group : CC - Mississauga	2014	Ford	Escape	1FMCU9G6X8EUB50380	BTEP425	48	#####	01/02/2018
868368	Group : CC - Mississauga	2014	Ford	Escape	1FMCU9G6X2EUB86984	BTD9970	48	#####	01/02/2018
868527	Group : CC - Mississauga	2014	Ford	Escape	1FMCU9G6X3EUB02740	BWDI808	48	#####	01/03/2018
868528	Group : CC - Mississauga	2014	Ford	Escape	1FMCU9G6X5EUB02741	BTKS108	48	#####	01/03/2018
857164	Group : CC - Mississauga	2012	Ford	Econoline Cargo Van	1FTNEZEW9CDA68665	AH52979	48	#####	01/05/2018
870292	Group : CC - Mississauga	2014	Ford	Escape	1FMCU9G6X6EUC78621	BTSF957	48	#####	01/05/2019
882108	Group : CC - Mississauga	2015	Ford	Escape	1FMCU9G6X6FUB75987	BWZC107	48	#####	01/05/2019

886400 Group : CC - Mississauga	2015 GMC	Savana Cargo Van	AM10147	1GTW7FC5F5F1125264	48 #####	01/11/2019
886631 Group : CC - Mississauga	2016 Ford	Escape	BXLC570	1FMCU9GX6GUB173663	48 #####	01/11/2019
886808 Group : CC - Mississauga	2015 GMC	Savana Cargo Van	AM10383	1GTW7FC3F3F1207087	48 #####	01/11/2019
869362 Group : CC - Mississauga	2007 YALE	FORKLIFT		A910V10141E	36 #####	01/04/2017
Group : WC - Mississauga	2015 GMC	Savana			48	
869388 Group : CC - North Bay	2014 Ford	Escape	BTHX409	1FMCU9GX9EUD19689	48 #####	01/05/2018
865625 Group : CC - RHO ( )	2013 Ford	Edge	B5LX634	2FMDK3GC0DBC19358	48 #####	01/09/2017
881877 Group : CC - RHO ( )	2016 Ford	Escape	BXTLS13	1FMCU9GX7GUA15280	48 #####	01/09/2019
881878 Group : CC - RHO ( )	2016 Ford	Escape	BXTLS12	1FMCU9GX9GUA15281	48 #####	01/09/2019
869390 Group : CC æ" St. Catharines ( )	2014 Ford	Escape	BTFL845	1FMCU9GX7EUD26978	48 #####	01/06/2018
885546 Group : CC æ" Winnipeg	2015 Chevrolet	Express Cargo Van	CEB1135	1GCWGF9F1193051	48 #####	01/10/2019
885547 Group : CC æ" Winnipeg	2015 Ford	Edge	HCV273	2FMTK4J93F8886955	48 #####	01/10/2019
849264 Group : CC æ" Winnipeg	2012 Ford	F-150	CEB114	1FTFW1EF1CKD08167	48 #####	01/01/2016
851384 Group : CC æ" Winnipeg	2012 Ford	F-150	GHB756	1FTFW1EFXCA31513	48 #####	01/04/2016
851383 Group : CC æ" Winnipeg	2012 Ford	F-150	GH8755	1FTFW1EF8CA31512	48 #####	01/04/2016
851382 Group : CC æ" Winnipeg	2012 Ford	Econoline Cargo Van	GHF324	1FTSE3ELXDA19814	48 #####	01/04/2016
851501 Group : CC æ" Winnipeg	2012 Ford	F-150	GGK772	1FTFW1EF2CA31621	48 #####	01/04/2016
851374 Group : CC æ" Winnipeg	2013 Ford	Escape	GJJ206	1FMCU9GX3DUJ41329	48 #####	01/09/2016
851375 Group : CC æ" Winnipeg	2013 Ford	Escape	GJJ201	1FMCU9GX3DUJ41330	48 #####	01/09/2016
856872 Group : CC æ" Winnipeg	2012 Ford	Econoline Cargo Van	CER255	1FTNEZEW3CDA36827	48 #####	01/09/2016
857165 Group : CC æ" Winnipeg	2012 Ford	Econoline Cargo Van	CER258	1FTNEZEL1CDA94540	48 #####	01/10/2016
857731 Group : CC æ" Winnipeg	2012 Ford	Econoline Cargo Van	CER262	1FTNEZEW8CDA15455	48 #####	01/10/2016
857732 Group : CC æ" Winnipeg	2012 Ford	Econoline Cargo Van	CER261	1FTNEZEW5CDA65942	48 #####	01/10/2016
848373 Group : EC - AMHERST	2011 Ford	F-150	FGS565	1FTNF1EF3BKE11407	48 #####	01/11/2015
849000 Group : EC - AMHERST	2011 Ford	Econoline Cargo Van	FAF741	1FTNSZEW08DB10700	48 #####	01/01/2016
847068 Group : EC - BRIDGEWATER	2015 Ford	Transit 350	FPB853	1FTSW3XG5FKA35514	48 #####	01/06/2019
848910 Group : EC - BRIDGEWATER	2011 Ford	F-150	CPW808	1FTMF1EM9BKD45701	48 #####	01/11/2015
885020 Group : EC - BRIDGEWATER	2012 Ford	Econoline Cargo Van	FAX252	1FTNSZEL1CDA49817	48 #####	01/04/2016
847070 Group : EC - CHARLOTTETOWN	2015 Ford	F-150	FRD744	1FTEX1EB1FFB02791	48 #####	01/09/2019
850248 Group : EC - CHARLOTTETOWN	2011 Ford	F-150	338KP	1FTNF1EF6BKD87975	48 #####	01/10/2015
850249 Group : EC - CHARLOTTETOWN	2012 Ford	Econoline Cargo Van	874EJ	1FTNEZEW8CDA74702	48 #####	01/06/2016
850250 Group : EC - CHARLOTTETOWN	2012 Ford	Econoline Cargo Van	873EJ	1FTNEZEWXCDA74703	48 #####	01/06/2016
864755 Group : EC - CHARLOTTETOWN	2012 Ford	Econoline Cargo Van	868EJ	1FTNEZEW6CDA74701	48 #####	01/06/2016
	2012 Ford	Econoline Cargo Van	969KT	1FTNEZEW6CDB826554	48 #####	01/08/2017





872433	Group : EC - MONCTON	2014	Ford	Transit Connect	CSH291	NM0LE7H73E1137571	48	#####	01/09/2018
881567	Group : EC - MONCTON	2015	Ford	Transit High Roof	CSM236	1FTNR2XG1FKA35511	48	#####	01/04/2019
881568	Group : EC - MONCTON	2015	Ford	Transit High Roof	CSP282	1FTNR3XM8FKA26560	48	#####	01/04/2019
881630	Group : EC - MONCTON	2015	Ford	Escape	JIG389	1FMCU9GX3FUAD1116	48	#####	01/04/2019
881714	Group : EC - MONCTON	2015	Dodge	Grand Caravan SKT	JIG675	2C4R0G8G1FR701501	48	#####	01/04/2019
856822	Group : EC - NEW MINAS	2012	Ford	F-150	FEU078	1FTFW1E7CFB88193	48	#####	01/09/2016
868656	Group : EC - NEW MINAS	2014	Ford	Escape	FNA550	1FMCU9G92EUB82595	48	#####	01/02/2018
883247	Group : EC - NEW MINAS	2015	Dodge	Grand Caravan	FAX210	2C4RDG8G4FR622727	48	#####	01/06/2019
886430	Group : EC - NEW MINAS	2015	Ford	F-150	FSB520	1FTEX1E86FFC23932	48	#####	01/11/2019
847344	Group : EC - QUEBEC	2011	Ford	Econoline Cargo Van	FHG2077	1FTNS2EW4B8DB28620	48	#####	01/10/2015
847345	Group : EC - QUEBEC	2011	Ford	Econoline Cargo Van	FHG2078	1FTNS2EW0BDB828632	48	#####	01/10/2015
848055	Group : EC - QUEBEC	2012	Ford	Econoline Cargo Van	FHG2881	1FTNS2EW2CDA25018	48	#####	01/12/2015
847127	Group : EC - QUEBEC	2012	Ford	Econoline Cargo Van	FHG2882	1FTNS2EW0CDA25017	48	#####	01/12/2015
848054	Group : EC - QUEBEC	2012	Ford	Econoline Cargo Van	FHG2181	1FTNS2EW9CDA25016	48	#####	01/12/2015
849258	Group : EC - QUEBEC	2012	Ford	Escape	FFD7632	1FMCU9D72CKC30575	48	#####	01/04/2016
849002	Group : EC - QUEBEC	2012	Ford	Escape	FFD7634	1FMCU9D74CKC30576	48	#####	01/04/2016
849265	Group : EC - QUEBEC	2012	Ford	Econoline Cargo Van	FHV9336	1FTNS2EL7CDA49952	48	#####	01/09/2016
849086	Group : EC - QUEBEC	2012	Ford	Econoline Cargo Van	FHV9337	1FTNS2EW6CDA46146	48	#####	01/09/2016
856648	Group : EC - QUEBEC	2011	GMC	Savana Commercial Cutaway	FHW6264	1GD374CG3B1156292	48	#####	01/09/2016
857449	Group : EC - QUEBEC	2013	Ford	Econoline Cargo Van	FIC2250	1FTNS2EL5DDA12013	48	#####	01/12/2016
864858	Group : EC - QUEBEC	2012	Ford	Econoline Cargo Van	FIS4911	1FTNE2EWXCD473910	48	#####	01/09/2017
864859	Group : EC - QUEBEC	2012	Ford	Econoline Cargo Van	FIS4910	1FTNEZEWXCD473924	48	#####	01/09/2017
872151	Group : EC - QUEBEC	2014	Hino	195-173	L626895	2AYS0M2HXE1000499	48	#####	01/08/2018
880764	Group : EC - QUEBEC	2015	Ford	Transit 250	FKP3340	1FTNR2CM4FKA39760	48	#####	01/03/2019
883630	Group : EC - QUEBEC	2015	Ford	Escape	FKW8003	1FMCU9GX6FJ884804	48	#####	01/06/2019
847346	Group : EC - Quebec City ()	2011	Ford	Econoline Cargo Van	FHG2079	1FTNSZEW7BDB37621	48	#####	01/10/2015
863652	Group : EC - Quebec City ()	2013	Ford	Escape	FIE4022	1FMCU9GX7DUD005384	48	#####	01/06/2017
864857	Group : EC - Quebec City ()	2012	Ford	Econoline Cargo Van	FIS4914	1FTNE2EWXCD454077	48	#####	01/09/2017
883631	Group : EC - Quebec City ()	2015	Ford	Escape	FKW8002	1FMCU9GX4FJ884803	48	#####	01/06/2019
849001	Group : EC - SUMMERSIDE	2011	Ford	Econoline Cargo Van	341KP	1FTNS2EL1BDB37622	48	#####	01/01/2016
848163	Group : EC - SUMMERSIDE	2012	Ford	Explorer	323KP	1FMHK8D83CGA45596	48	#####	01/03/2016
861107	Group : EC - SUMMERSIDE	2013	Dodge	Grand Caravan	332KP	2C4RDG8G7DR593012	48	#####	01/03/2017
869787	Group : EC - SUMMERSIDE	2014	Ford	F-150		1FTFW1E7EFC19195	48	#####	01/07/2018
880790	Group : EC - SUMMERSIDE	2015	Ford	Escape	FNU107	1FMCU9G693FUA13087	48	#####	01/03/2019

882045	Group : EC - SUMMERSIDE	2015	Ford	Transit	705VY	1FTSW3XG4FKA98278	48	#####	01/07/2019
882047	Group : EC - SUMMERSIDE	2015	Ford	Transit	699VY	1FTSW3XG6FKA98279	48	#####	01/07/2019
864753	Group : EC - YARMOUTH	2012	Ford	Econoline Cargo Van	FFY982	1FTNE2EW3CDB26558	48	#####	01/08/2017
883217	Group : EC - YARMOUTH	2015	Ford	F-150	FPB851	1FTEX1E8XFF802790	48	#####	01/06/2019
886429	Group : EC - YARMOUTH	2014	Ford	E-250	FS8365	1FTNE2EW2EDB01198	48	#####	01/11/2019
881874	Group : QC - QUEBEC ()	2016	Ford	Escape	FJL2655	1FMCU9G7GUA15277	48	#####	01/08/2019
881875	Group : QC - QUEBEC ()	2016	Ford	Escape	FJL2652	1FMCU9G9GUA15278	48	#####	01/08/2019
887808	Group : QC - QUEBEC ()	2016	Linco'n	MIX	FLG1242	2LMPJ8KR6GBL25766	48	#####	
856823	Group : WC - Abbotsford	2012	Ford	F-150	EL9788	1FTFW1E77CKD90170	48	#####	01/10/2016
857768	Group : WC - Abbotsford	2012	Ford	F-150	EL9793	1FTFW1E1FKXE01352	48	#####	01/11/2016
857769	Group : WC - Abbotsford	2012	Ford	F-150	EL9794	1FTFW1E5CXE12483	48	#####	01/11/2016
871108	Group : WC - Abbotsford	2014	Ford	Econoline Cargo Van	HVB241	1FTSS3E4E4DA89336	48	#####	01/08/2018
871110	Group : WC - Abbotsford	2014	Ford	Econoline Cargo Van	HV8430	1FTSS3E95DA66117	48	#####	01/10/2018
871107	Group : WC - Abbotsford	2014	Ford	Econoline Cargo Van	HR0538	1FTNS2E18EDA66116	48	#####	01/07/2018
880791	Group : WC - Abbotsford	2015	Ford	F-150	JC7238	1FTVX1EFXKKG27224	48	#####	01/03/2019
884971	Group : WC - Abbotsford	2014	Ford	E-250	JX7491	1FTNE2EW1ED801225	48	#####	01/08/2019
885189	Group : WC - Abbotsford	2015	Ram	3500 PROMASTER	JP8964	3C6URVHD7FE510476	48	#####	01/09/2019
841347	Group : WC - CALGARY	2010	GMC	Savana Cargo Van	BCM5795	1GTZGFBAGA1128444	48	#####	01/03/2015
854954	Group : WC - CALGARY	2012	Ford	F-150	BGR4576	1FTFW1EF7CFB18222	48	#####	01/06/2016
848591	Group : WC - CALGARY	2011	Ford	F-150	BFF8653	1FTFW1EF2BFC98062	48	#####	01/12/2015
849257	Group : WC - CALGARY	2012	Ford	Escape	BFM2838	1FMCU9D72CKA18923	48	#####	01/01/2016
847475	Group : WC - CALGARY	2011	Ford	F-150	8PW0197	1FTFW1EF48FC32418	48	#####	01/11/2015
849260	Group : WC - CALGARY	2011	Ford	F-150	BFD9217	1FTFW1EF88FC67057	48	#####	01/01/2016
848940	Group : WC - CALGARY	2012	Ford	Econoline Cargo Van	BGB7832	1FTNS2EW7CDA46009	48	#####	01/03/2016
848941	Group : WC - CALGARY	2012	Ford	Econoline Cargo Van	BGB7833	1FTNS2EW1CDA46006	48	#####	01/03/2016
848942	Group : WC - CALGARY	2012	Ford	Econoline Cargo Van	BGB7835	1FTNS2EW5CDA46008	48	#####	01/03/2016
848943	Group : WC - CALGARY	2012	Ford	Econoline Commercial Cutaway	BHB1955	1FDXE4FLOCCA68669	48	#####	01/08/2016
848939	Group : WC - CALGARY	2012	Ford	Econoline Cargo Van	BGB7834	1FTNS2EW3CDA46007	48	#####	01/03/2016
855736	Group : WC - CALGARY	2012	Ford	Econoline Cargo Van	8KW1967	1FTNS2EW2CDA84957	48	#####	01/07/2016
859727	Group : WC - CALGARY	2012	Ford	Transit Connect	8JC2663	NM0L57DN1CT118547	48	#####	01/01/2017
859729	Group : WC - CALGARY	2012	Ford	Transit Connect	BJC2661	NM0L57DN0CT097478	48	#####	01/01/2017
859730	Group : WC - CALGARY	2012	Ford	Transit Connect	BJC2693	NM0L57DN2CT117665	48	#####	01/01/2017
868577	Group : WC - CALGARY	2014	Ford	Escape	BMG7565	1FMCU9G6XJEUUC54711	48	#####	01/04/2018
869711	Group : WC - CALGARY	2014	Ford	Econoline Cargo Van	8LY4782	1FTNE1EW7EDA32437	48	#####	01/04/2018

876243	Group : WC - CALGARY	2015 Ford	Escape	BPN1845	1FMCU9GX8FUJA69895	48	#####	01/02/2019
876244	Group : WC - CALGARY	2015 Ford	Escape	BPN1846	1FMCU9GXXFUA69896	48	#####	01/02/2019
881871	Group : WC - CALGARY	2015 Ford	Edge	BRR1412	2FMTK41B7F8B29374	48	#####	01/06/2019
881872	Group : WC - CALGARY	2016 Ford	Escape	BSD6152	1FMCU9GX3GUA15275	48	#####	01/09/2019
881873	Group : WC - CALGARY	2016 Ford	Escape	BSD5995	1FMCU9GX5GUA15276	48	#####	01/09/2019
882880	Group : WC - CALGARY	2015 Ford	Transit 250	BRR8218	1FTYR2CG9FKA25232	48	#####	01/05/2019
848774	Group : WC - EDMONTON	2012 Ford	Econoline Wagon	BFM2508	1FBSS3BL0CDA17166	48	#####	01/12/2015
848775	Group : WC - EDMONTON	2012 Ford	Econoline Wagon	BFM2507	1FBSS3BL2CDA17167	48	#####	01/12/2015
848593	Group : WC - EDMONTON	2011 Ford	Econoline Cargo Van	BFF8657	1FTSS3EL48DA73777	48	#####	01/12/2015
849268	Group : WC - EDMONTON	2011 Ford	F-150	BFM3002	1FTFW1EF98FCA4219	48	#####	01/01/2016
855857	Group : WC - EDMONTON	2012 Ford	F-150	BG57497	1FTFW1EF9CFB77479	48	#####	01/07/2016
851704	Group : WC - EDMONTON	2012 Ford	F-150	BGC9552	1FTFW1EF3CFB16418	48	#####	01/05/2016
851706	Group : WC - EDMONTON	2012 Ford	Econoline Cargo Van	BGH9806	1FTSS3EL8CDA65943	48	#####	01/05/2016
851707	Group : WC - EDMONTON	2012 Ford	Econoline Cargo Van	BGL0014	1FTSS3EL8CDA81222	48	#####	01/05/2016
856430	Group : WC - EDMONTON	2012 Ford	F-150	BHD6765	1FTFW1ET6CFC25512	48	#####	01/09/2016
856429	Group : WC - EDMONTON	2012 Ford	F-150	BHD6764	1FTFW1ET9CFC12351	48	#####	01/09/2016
855742	Group : WC - EDMONTON	2012 Ford	Econoline Cargo Van	BGX2563	1FTSE3EL1CDA50028	48	#####	01/07/2016
857174	Group : WC - EDMONTON	2012 Chevrolet	Express Commercial Cutaway	BHG6279	1GB3G4CGXC1144876	48	#####	01/10/2016
857329	Group : WC - EDMONTON	2013 Ford	Escape	BHL5631	1FMCU9G95DUA56343	48	#####	01/10/2016
857439	Group : WC - EDMONTON	2012 Ford	Econoline Cargo Van	BGH9806	1FTSS3EL4CDB32523	48	#####	01/10/2016
857440	Group : WC - EDMONTON	2012 Ford	Econoline Cargo Van	BHL6455	1FTSS3EL2CDB32522	48	#####	01/10/2016
857441	Group : WC - EDMONTON	2012 Ford	Econoline Cargo Van	BHP8870	1FTSS3EL9CDB36891	48	#####	01/10/2016
855559	Group : WC - EDMONTON	2010 GMC	Savana Commercial Cutaway	BGR7659	1GD6G4AG9A136403	48	#####	01/07/2016
855858	Group : WC - EDMONTON	2012 Ford	F-150	BGS7496	1FTFW1ETXCKD55011	48	#####	01/07/2016
855555	Group : WC - EDMONTON	2013 Chevrolet	Express Passenger	BLD7641	1GNSHCF44D1139987	48	#####	01/03/2017
881627	Group : WC - EDMONTON	2014 Ford	Edge	BRB2992	2FMDK4JC4EBB80175	48	#####	01/04/2017
881747	Group : WC - GRAND PRAIRIE	2011 GMC	Savana Passenger	BDW4387	1GKS8BF40B1185224	24	#####	01/03/2017
848588	Group : WC - GRAND PRAIRIE	2011 Ford	F-150	BFF8655	1FTFW1EF08FCA98061	48	#####	01/12/2015
848590	Group : WC - GRAND PRAIRIE	2011 Ford	F-150	BFF8656	1FTFW1EF98FCA98060	48	#####	01/12/2015
848771	Group : WC - GRAND PRAIRIE	2012 Ford	Econoline Wagon	BFM2757	1FBSS3BL4CDA17168	48	#####	01/01/2016
849081	Group : WC - GRAND PRAIRIE	2011 Ford	Econoline Cargo Van	BFM2542	1FTNE1EW5BDA97430	48	#####	01/12/2015
849263	Group : WC - GRAND PRAIRIE	2012 Ford	F-150	BFS1505	1FTFW1EF8CKD08165	48	#####	01/01/2016
849280	Group : WC - GRAND PRAIRIE	2013 Ford	Edge	BGC9238	2FMDK4JC0DBA00172	48	#####	01/04/2016
851813	Group : WC - GRAND PRAIRIE	2012 Ford	F-150	BGC9553	1FTFW1EF5CFB16419	48	#####	01/05/2016

851708	Group : WC - GRAND PRAIRIE	2012	Ford	Econoline Cargo Van	BGC9298	1FTNS2EL9CDA49905	48	#####	01/04/2016
851966	Group : WC - GRAND PRAIRIE	2012	Ford	Econoline Cargo Van	BGC9297	1FTNS2ELXCDA67720	48	#####	01/04/2016
851715	Group : WC - GRAND PRAIRIE	2012	GMC	Savana Passenger	BGV6050	1GKS8CF48C1192736	48	#####	01/08/2016
851714	Group : WC - GRAND PRAIRIE	2012	GMC	Savana Passenger	BJD4886	1GKS8CF44C1193494	48	#####	01/08/2016
851685	Group : WC - GRAND PRAIRIE	2012	Ford	Super Duty F-450 DRW	BHL6117	1FDTF4GT4CEC40061	48	#####	01/10/2016
865417	Group : WC - GRAND PRAIRIE	2012	Ford	Econoline Cargo Van	BKW1954	1FTNS2EL4CDA67745	48	#####	01/09/2017
860230	Group : WC - GRAND PRAIRIE	2013	GMC	Savana Passenger	BJB9721	1GKS8CF40D1127705	48	#####	01/02/2017
860231	Group : WC - GRAND PRAIRIE	2013	GMC	Savana Passenger	BJB9720	1GKS8CF41D1128572	48	#####	01/02/2017
860232	Group : WC - GRAND PRAIRIE	2013	Chevrolet	Express Passenger	BGT8481	1GNSHC43D1139799	48	#####	01/02/2017
860233	Group : WC - GRAND PRAIRIE	2013	Ford	Econoline Cargo Van	BJK2419	1FTNE1EW0DDA12092	48	#####	01/02/2017
860234	Group : WC - GRAND PRAIRIE	2013	Ford	Econoline Cargo Van	BJK2420	1FTNE1EW3DDA37410	48	#####	01/02/2017
860235	Group : WC - GRAND PRAIRIE	2012	Ford	Econoline Cargo Van	BJJ6635	1FTS53EL5CDA84952	48	#####	01/02/2017
865426	Group : WC - GRAND PRAIRIE	2012	Ford	Econoline Cargo Van	BKW2055	1FTNS2ELXCDB11845	48	#####	01/09/2017
869309	Group : WC - GRAND PRAIRIE	2014	Ford	Escape	BMT0791	1FMCU9G9X9EUD19692	48	#####	01/06/2018
869463	Group : WC - GRAND PRAIRIE	2014	Ford	Escape	BLY5052	1FMCU9G6X5EUC61774	48	#####	01/04/2018
869464	Group : WC - GRAND PRAIRIE	2014	Ford	Escape	BJY0611	1FMCU9G9X9EUC32360	48	#####	01/04/2018
869554	Group : WC - GRAND PRAIRIE	2014	Ford	Escape	BLY5209	1FMCU9G7EUC77880	48	#####	01/04/2018
869555	Group : WC - GRAND PRAIRIE	2014	Ford	Escape	BLY5212	1FMCU9G9X9EUC77881	48	#####	01/04/2018
869556	Group : WC - GRAND PRAIRIE	2014	Ford	Escape	BLY5311	1FMCU9G6X0EUC77882	48	#####	01/05/2018
869557	Group : WC - GRAND PRAIRIE	2014	Ford	Escape	BLY5211	1FMCU9G6X2EUC77883	48	#####	01/04/2018
869618	Group : WC - GRAND PRAIRIE	2014	Ford	Escape	BNC7549	1FMCU9G6EUD046574	48	#####	01/07/2018
871687	Group : WC - GRAND PRAIRIE	2014	Ford	Econoline Cargo Van	BMN4775	1FTSE3EL5EDA10473	48	#####	01/06/2018
871815	Group : WC - GRAND PRAIRIE	2014	Dodge	Grand Caravan	BND2956	2C4RDG8G9ER318095	48	#####	01/07/2018
876349	Group : WC - GRAND PRAIRIE	2014	Dodge	Grand Caravan	BND2955	2C4RDG8G8ER286725	48	#####	01/07/2018
883334	Group : WC - GRAND PRAIRIE	2015	Ford	Transit	BPR0966	1FTNR2XG4FKA39620	48	#####	01/03/2019
884791	Group : WC - GRAND PRAIRIE	2016	Ford	Escape	BSD2747	1FMCU9G8GUA23579	48	#####	01/09/2019
847478	Group : WC - MEDICINE HAT	2015	Ram	3500 Cab Chassis	BSC259	3CTWRTB1XF6544293	48	#####	01/09/2019
85016	Group : WC - MEDICINE HAT	2011	Ford	F-150	BDZ4128	1FTFW1EF8BFC67897	48	#####	01/11/2015
849267	Group : WC - MEDICINE HAT	2011	Chevrolet	Express Cargo Van	BCP3063	1GCWGFCA1B1101672	24	#####	01/08/2017
860988	Group : WC - MEDICINE HAT	2012	Ford	F-150	BGB7657	1FTFW1EF7CFB04597	48	#####	01/05/2016
882861	Group : WC - MEDICINE HAT	2012	Ford	Econoline Cargo Van	BKP1453	1FTNS2EL0CDB36883	48	#####	01/03/2017
882863	Group : WC - MEDICINE HAT	2015	Ford	F-150	BSC9619	1FTFX1E84FKD72458	48	#####	01/08/2019
882864	Group : WC - MEDICINE HAT	2015	Ford	F-150	BSC9618	1FTFX1E86FKD72459	48	#####	01/08/2019
882864	Group : WC - MEDICINE HAT	2015	Ford	F-150			48	#####	01/09/2019

863926	Group : WC - SASKATOON	2010	Ford	F-150	523HR	1FTFW1EVZAF38542	24	#####	01/02/2016
848764	Group : WC - SASKATOON	2011	Ford	F-150	463MV	1FTFW1E9X8FC98066	48	#####	01/12/2015
857306	Group : WC - SASKATOON	2012	Chevrolet	Express Commercial Cutaway	130NF	1GB8G4C65C145014	48	#####	01/10/2016
852971	Group : WC - SASKATOON	2012	Ford	F-150	676CS	1FTFW1E9F9CFB48189	48	#####	01/06/2016
867235	Group : WC - SASKATOON	2012	Ford	Econoline Cargo Van	513JH	1FTNE2EW3CDB26480	48	#####	01/12/2017
867236	Group : WC - SASKATOON	2012	Ford	Econoline Cargo Van	514JH	1FTNE2EW5CDB26562	48	#####	01/12/2017
868829	Group : WC - SASKATOON	2014	Ford	Edge	565JFG	2FMDK4JC8EBA55342	48	#####	01/05/2018
870140	Group : WC - SASKATOON	2014	Ford	Escape	302JFK	1FMCU9G6X0EUC47894	48	#####	01/04/2018
881879	Group : WC - SASKATOON	2016	Ford	Escape	023JXH	1FMCU9G6X0GUA15279	48	#####	01/09/2019
882866	Group : WC - SASKATOON	2015	Ford	F-150	017JXH	1FTFW1E63FFC08044	48	#####	01/09/2019
887841	Group : WC - SASKATOON	2016	Ford	Escape	336JVO	1FMCU9G6X7GUB49142	48	#####	01/12/2019
882707	Group : WC - SURREY	2013	Snake River	Dump Trailer					
849778	Group : WC - SURREY	2012	Ford	Escape	677RNK	1FMCU9D7DCK873082	48	#####	01/04/2016
857414	Group : WC - SURREY	2012	Ford	F-150	EL9787	1FTFW1ET1CKE01373	48	#####	01/10/2016
856431	Group : WC - SURREY	2012	Ford	F-150	EN9525	1FTFW1EF8CFC26056	48	#####	01/09/2016
866485	Group : WC - SURREY	2012	Ford	Econoline Cargo Van	FH0714	1FTNE2EW99CDA65457	48	#####	01/11/2017
867600	Group : WC - SURREY	2014	Hino	195 - 2	HL9238	2AYHDMZ4E1000119	48	#####	01/04/2018
871520	Group : WC - SURREY	2014	Ford	Econoline Cargo Van	HV8216	1FTNE1EW2EDA20678	48	#####	01/07/2018
871571	Group : WC - SURREY	2014	Ford	Transit Connect	HV8281	NM0L5T776E1147409	48	#####	01/07/2018
880792	Group : WC - SURREY	2015	Ford	Escape	AMS48N	1FMCU9G6X9FUA95972	48	#####	01/03/2019
884787	Group : WC - SURREY	2015	Ram	Cargo Van	JP9054	3C6URVJD9FE502101	48	#####	01/09/2019
885188	Group : WC - SURREY	2015	Ram	3500 PROMASTER	JX7513	3C6URVHD8FE519137	48	#####	01/09/2019
885192	Group : WC - SURREY	2015	Ram	3500 PROMASTER	JP9065	3C6URVHG5FE518408	48	#####	01/09/2019
848765	Group : WC - VANCOUVER ()	2011	Ford	F-150	EF8190	1FTFW1EF4BFC98063	48	#####	01/12/2015
849261	Group : WC - VANCOUVER ()	2011	Ford	F-150	DP4099	1FTFW1EF1BFC80779	48	#####	01/02/2016
849777	Group : WC - VANCOUVER ()	2012	Ford	F-150	DP3576	1FTFW1EF9CKD08210	48	#####	01/02/2016
855844	Group : WC - VANCOUVER ()	2012	Ford	F-150	EF8206	1FTFW1ET7CTF889328	48	#####	01/07/2016
852596	Group : WC - VANCOUVER ()	2013	Ford	Escape	141TRD	1FMCU9G6X1DUA43331	48	#####	01/09/2016
849085	Group : WC - VANCOUVER ()	2012	Ford	F-150	EM0921	1FTFW1ET9CFB77892	48	#####	01/09/2016
854955	Group : WC - VANCOUVER ()	2012	Ford	F-150	FH0793	1FTFW1ET9CFB89721	48	#####	01/09/2016
866483	Group : WC - VANCOUVER ()	2012	Ford	Econoline Cargo Van	FH0721	1FTNE2EW0CDA83359	48	#####	01/11/2017
866484	Group : WC - VANCOUVER ()	2012	Ford	Econoline Cargo Van	FH0713	1FTNE2EW6CDA83348	48	#####	01/11/2017
867598	Group : WC - VANCOUVER ()	2014	Hino	195 - 2	HL9240	2AYHDMZ4E1000121	48	#####	01/04/2018
871518	Group : WC - VANCOUVER ()	2014	Ford	Transit Connect	HR0540	NM0L5T7H3E1153147	48	#####	01/07/2018

871521	Group : WC - VANCOUVER (}	2014	Ford	Econoline Cargo Van	HT9080	1FTNE1EW8EDA3Z5Z7	48	#####	01/07/2018
882023	Group : WC - VANCOUVER (}	2015	Ford	Escape	AL294T	1FMCU9GX0FUB43214	48	#####	01/04/2019
882024	Group : WC - VANCOUVER (}	2015	Ford	Escape	AL295T	1FMCU9GXXFUA70871	48	#####	01/04/2019
887692	Group : WC - VICTORIA (}	2015	Ford	Transit Connect		1FTYR1CG2FKA47616		#####	
887693	Group : WC - VICTORIA (}	2015	Ford	Transit Connect		1FTYR1CG66FKA47618		#####	
887708	Group : WC - VICTORIA (}	2016	Ford	Transit	XD5546	1FTBW2XMXGKA16300	48	#####	01/07/2016
850761	Group : WC-RHO (}	2012	Ford	F-150	EF8895	1FTRW1ET0CFC14067	48	#####	01/08/2016
850755	Group : WC-RHO (}	2013	Ford	Edge	131TRD	2FMDK41C4DBA42506	48	#####	
857328	Group : WC-RHO (}	2013	Ford	Escape	648RWX	1FMCU9GX4DUA44165	48	#####	01/10/2016

Client #	Unit #	Client Asset Id	Delivery Date	Product Subclass	Manufacturer	VIN	Year	Lease Term	Plate #	Lease Expiration Date
L380	07271	CC0176 North Bay	21/01/2010	Pickup, Full-Size	FORD	1FTFW1EVA4AFB02564	2010	54	7154YC	21/07/2014
L380	10381	WC1078 Calgary	24/12/2009	Pickup, Full-Size	TOYOTA	5TFUY5F19AX118919	2010	64	ZKH621	24/04/2015
L380	10401	WC1131 Grande Prairie	26/05/2010	Van, Full-Size Cargo	GM	1G1TZGGBA4A1143837	2010	54	ZVL295	26/11/2014
L380	10404	WC1130 Grande Prairie	23/03/2010	LIGHT TRUCKS	CHRYSLER	3D6WH4E19AG122845	2010	55	ZRU698	23/10/2014
L380	10413	WC1065 Calgary	17/06/2010	SUV, Compact/Mid-Size	FORD	1FMCU9D79AKC92116	2010	59	ZYT296	17/05/2015
L380	10510	WC1129 Grande Prairie	03/05/2010	Cab/Chassis	GM	1G6JG31K791161023	2009	54	ZWL553	03/11/2014
L380	10582	WC1023 Saskatoon	17/08/2010	Van, Full-Size Cargo	GM	1G1CZGFB4A41168084	2010	53	604HQF	17/01/2015
L380	10583	WC1024 Saskatoon	09/09/2010	Van, Full-Size Cargo	GM	1G1TZGFB4A41115796	2010	53	739HNI	09/02/2015

Client #	Unit #	Client Asset Id	Delivery Date	Product Subclass	Manufacturer	VIN	Year	Lease Term	Plate #	Lease Expiration Date
1380	07271	CC0176 North Bay	21/01/2010	Pickup, Full-Size	FORD	1FTFW1EV4A1F802564	2010	54	715AYC	21/07/2014
1380	10381	WC1078 Calgary	24/12/2009	Pickup, Full-Size	TOYOTA	5TFUY5F19KX118819	2010	64	ZKX6CJ1	24/04/2015
1380	10401	WC1131 Grande Prairie	26/05/2010	Van, Full-Size Cargo	GM	1G7ZGGBA41J43837	2010	54	ZVL295	26/11/2014
1380	10404	WC1130 Grande Prairie	23/03/2010	LIGHT TRUCKS	CHRYSLER	3D6WH4E19AG122845	2010	55	ZR1698	23/10/2014
1380	10413	WC1065 Calgary	17/06/2010	SUV, Compact/Mid-Size	FORD	1FMCU9D79AKC9Z116	2010	59	ZYT296	17/05/2015
1380	10510	WC1129 Grande Prairie	03/05/2010	Cab/Chassis	GM	1GBG31K791161023	2009	54	ZWL553	03/11/2014
1380	10582	WC1073 Saskatoon	17/08/2010	Van, Full-Size Cargo	GM	1GCTGFB44A1168084	2010	53	604HOF	17/01/2015
1380	10583	WC1024 Saskatoon	09/09/2010	Van, Full-Size Cargo	GM	1G7ZGFB45A1115795	2010	53	739HNI	09/02/2015



LEASE #	PROV	START	EXPIRY	YEAR	MODEL	VIN#	PLATE #
11068	ON	02/04/09	04/03/14	2007	SAVANA	1GDG31U071209547	1040XB
11075	ON	02/25/09	04/24/14	2008	CUBE VAN	1GDG316181143478	9370XC
15046	ON	03/13/09	04/12/14	2009	JOURNEY	3D4GG57V49T583734	BFC887
15057	ON	05/11/09	05/10/13	2009	EQUINOX	2CNDL23F796251215	BFNY394
15059	ON	05/11/09	05/10/13	2009	EQUINOX	2CNDL23F796251036	BFNYA61
15060	ON	05/11/09	05/10/13	2009	EQUINOX	2CNDL23F296251218	BFNY458
15067	ON	05/27/09	05/26/13	2009	TORRENT	2CKDL43F896254097	BFNV987
15068	ON	07/23/09	07/22/13	2009	SAVANA	1GTGG29C691176223	7860XL
15071	ON	07/23/09	07/22/13	2009	SAVANA	1GTGG29C491175006	7856XL
15072	ON	08/21/09	08/20/13	2009	SAVANA	1GTGG29C691175962	7874XL
15073	ON	08/19/09	08/18/13	2009	SAVANA	1GTGG29C691175623	7873XL
15074	ON	07/23/09	07/22/13	2009	SAVANA	1GTGG29C791176750	7859XL
15075	ON	07/23/09	07/22/13	2009	SAVANA	1GTGG29C191176775	7862XL
15077	ON	07/31/09	07/30/13	2009	SAVANA	1GTGG29C191176709	7857XL
15081	ON	09/08/09	09/07/13	2010	CARAVAN	2D4RN4DEZAR110922	BHC282
15082	ON	09/08/09	09/07/13	2010	CARAVAN	2D4RN4DEXAR110926	BHC2851
15087	ON	01/14/10	01/13/14	2010	SIERRA	1GT3K0G0GZAF113626	2803YD
15088	ON	12/22/09	12/21/13	2010	GR CARAVAN	2D4RN4DE0AR222506	BHWK719
15089	ON	12/22/09	12/21/13	2010	GR CARAVAN	2D4RN4DE9AR222505	BHWK720
15090	ON	12/22/09	12/21/13	2010	GR CARAVAN	2D4RN4DEZAR222507	BHWK716
15091	ON	12/22/09	12/21/13	2010	GR CARAVAN	2D4RN4DE7AR222504	BHWK714
15092	ON	01/06/10	01/05/14	2010	TUNDRA	5TFHY5F12AX118603	2762YD
15096	ON	12/02/10	12/01/14	2011	TK10753	1GTR2UEA68Z215391	9409ZC
15098	ON	12/02/10	12/01/14	2011	TK10753	1GTR2UEA0BZ217881	9411ZC
15099	QC	12/02/10	12/01/14	2011	TK10753	1GTR2UEA08Z218917	9412ZC
15100	ON	12/02/10	12/01/14	2011	TK10753	1GTR2UEA48Z219911	9413ZC
15102	ON	12/02/10	12/01/14	2011	TK10753	1GTR2UEA08Z218660	9432ZC
15066	ON	06/05/09	06/04/13	2009	EQUINOX	2CNDL13F96255093	8FVK323
15086	ON	12/15/09	12/14/13	2010	SIERRA	3GTRKWE31AG127862	2688YC
15105	ON	12/13/10	12/12/13	2008	SIERRA	1GTEK191H8E111723	4083ZF
15061	ON	05/15/09	05/14/13	2009	TORRENT	2CKDL43F196253986	BFNV611
15078	ON	06/05/09	06/04/13	2009	EQUINOX	2CNDL13F796255095	8FVK322
15078	ON	08/17/09	08/16/13	2009	VIBE	5Y2SP678X9Z477966	BHC296
15056	ON	05/11/09	05/10/13	2009	EQUINOX	2CNDL23F196251212	BFNY460
15097	ON	12/02/10	12/01/14	2011	TK10953	1GTR2TE07BZ215014	9410ZC
15103	ON	12/02/10	12/01/14	2011	TK10953	1GTR1TE03BZ218981	9431ZC
15115	ON	05/26/11	05/25/15	2011	EDGE	2FMDK3/C288616545	BLY068
15116	ON	06/16/11	06/15/15	2010	CUBE VAN	1G8B64G5A1145365	1658ZV
15117	ON	06/16/11	06/15/15	2010	CUBE VAN	1G06G4G5A1144997	1657ZV

Customer Unit #	ReportGroup	Year	Make	Model	Plate Number	VIN	Term End
EC0096	Group : C - AMHERST	2011	Chevrolet	Silverado 1500	EYN 060	1GCRKREA4BZ178497	#####
EC0091	Group : EC - CHARLOTTETOWN	2011	Chevrolet	Silverado 1500	337KP	1GCRKSE4BZ256530	#####
EC0095	Group : EC - MONCTON	2011	Chevrolet	Express Cargo Van	CPN186	1GCWGFCA3B1117212	#####

Customer Unit #	Report Group	Year	Make	Model	Plate Number	VIN	Lease Type	Term	Term Start	Term End
WC1095	Group : WC - CALGARY	2011	Ford	Econoline Cargo Van	BCW4586	1FTNE1EW0BDA43680	Closed End Lease			30/12/2016
WC1096	Group : WC - CALGARY	2011	Ford	Econoline Cargo Van	BCW4587	1FTNE1EW4BDA43679	Closed End Lease			30/11/2016
WC1097	Group : WC - CALGARY	2011	Ford	Econoline Cargo Van	BDB5482	1FTNEZEL0BDA37535	Closed End Lease			31/12/2016
WC1092	Group : WC - MEDICINE HAT	2011	GMC	Savana Cargo Van	BCR0932	1GTS7AFX9B110265Z	Open	12	#####	31/03/2016
WC1093	Group : WC - MEDICINE HAT	2011	GMC	Savana Cargo Van	BCR0933	1GTW7FCA6B1103319	Open	12	#####	31/03/2016

Customer Unit #	ReportGroup	Year	Make	Model	Plate Number	VIN	Term	Term Start	Term End
WC0075	Group : WC - Abbotsford	2011	GMC	Savana Commercial Cutaway	DAI166	1GD3748G881107137	36	#####	#####
WC0131	Group : WC - SASKATOON	2011	GMC	Savana Commercial Cutaway	231JMJ	1GD3748G881140963	36	#####	#####

## Appendix 2 to Schedule A - Real Property Leases

REGION	ADDRESS	CITY
Atlantic	39 - 41 Gurholt Drive, 2nd Floor	Dartmouth, NS B3B 1J9
	1358 Linkletter Road	Summerside, PEI
	178 Halifax Street	Moncton, NB E1C 8N5
	249 Brackley Point Road	Charlottetown, PEI
	9128 Commercial Street	New Minas, NS B4N 3E5
	46 Anson Avenue, Unit 8	Amherst, NS B4H 4R3
	17176 Highway 103	Hebb's Cross (Bridgewater), NS
	186 Halifax Street	Moncton, NB E1C 9S2
	244 Water Street	Yarmouth, NS
Ontario / PQ	60 Admiral Boulevard	Mississauga, ON
	566 Cataragui Woods Drive, Unit 2	Kingston, ON K7P 2Y5
	29 Harriett Street, Main Floor & Upper Level	Belleville, ON
	2104 Jetstream Road	London, ON
	1154 Roland Street	Thunder Bay, ON P78 5M4
	995 Richmond Street	Chatham, ON
	170 University Avenue, Suite 403	Toronto, ON
	235 Ardelt Avenue, Unit 1B-235	Kitchener, ON
	340 Pine Street North	Timmins, ON P4N 6L4
	524 Lakeshore Drive, Units 105, 106, 107 & 108	North Bay, ON P1A 2E4
	180 Chatham Street	Hamilton, ON L8P 4M3
	450 Richardson Road, Units 5 & 6	Orangeville, ON
	355 Elmira Rd., Suite 108	Guelph, ON N1K 1S5
	3075 Hamel, Suite 105	Quebec, PQ G1W 2M7
	290 Guthrie Street	Dorval, PQ
	700-780 Gordon Baker Road, Unit 768	Toronto, ON M2H
	3051 Osler Street, Unit 3 & 4	London, ON
	3517 Coons Road, RR#4	Brockville, ON
	207 St. Paul Street West, Unit #3	St. Catharines, ON
	48-50 Colonnade Road	Ottawa, Ontario
101 Eastchester Avenue	St. Catharines, ON	
Prairies / BC	925 Keewatin Street	Winnipeg, MB
	1932 King Edward Street	Winnipeg, MB R2R 0N1
	15001 89 Street	Grande Prairie, AB
	13260-78th Ave Surrey and 7788-132 St Surrey, Units 23-27; Unit 104	Surrey, BC V3W 0H5; V3W 0H6

REGION	ADDRESS	CITY
	103 English Crescent	Saskatoon, SK
	11404 184th Street	Edmonton, AB
	1385 - 1395 Boundary Road	Vancouver, BC
	1771-30th Street SW, Bays 3-6 and a portion of Bay 7 (inclusive)	Medicine Hat, AB
	3016 - 21st Street NE	Calgary, AB
	30936 Peardonville Road	Abbotsford, BC V2T 6K1
	5-8465 Harvard Place, Unit #5	Chilliwack, BC V2P 7Z5
	8820 - 100th Street	Fort St. John, BC
	58 Crease Avenue	Victoria, BC
USA	185 Molly Walton Drive	Hendersonville, TN 37075

### Appendix 3 to Schedule A - Excluded Contracts

- Tenth Amended and Restated Limited Partnership Agreement dated July 2, 2009;
- Credit Agreement by and between the Vendor, FOS Holdings, FOS U.S. and Wells Fargo and the lenders thereto dated November 25, 2014 (as amended through the date hereof "Credit Agreement") and all related ancillary Contracts including the guarantee, general security agreement and share pledge agreement entered into by FirstOnSite G.P. Inc. and the Vendor in favour of BDC dated November 25, 2014;
- Letter of Offer of Credit between BDC, the Vendor, FOS Holdings, FOS U.S. dated November 25, 2014 ("Loan Agreement (BDC)") and all related ancillary Contracts including the unlimited guarantee, general security agreement and hypothec entered into by FirstOnSite G.P. Inc. and the Vendor in favour of BDC dated November 25, 2014;
- Letter of Offer of Financing between BDC Capital, the Vendor, FOS Holdings, FOS U.S. dated November 25, 2014 ("Loan Agreement (BDC Capital)") and all related ancillary Contracts including the unlimited guarantee, general security agreement and hypothec entered into by FirstOnSite G.P. Inc. and the Vendor in favour of BDC dated November 25, 2014;
- the Debentures;
- the Promissory Notes;
- the management services agreement dated January 31, 2007 between the Vendor and Torquest Management Services Limited Partnership;
- other Excluded Contracts, if any, to be added in accordance with Section 2.6

#### Appendix 4 to Schedule A - Excluded Assets

- other Excluded Assets, if any, to be added in accordance with Section 2.6



### Appendix 5 to Schedule A - Essential Contracts

#### Customer Contracts

Contract	Parties	Date
Rely Network Service Agreement	Intact Financial Corporation & Firstonsite Restoration L.P.	April 20, 2012
Services Agreement	Meloche Monnex Inc. & Firstonsite Restoration L.P.	November 1, 2014
Preferred Contractor Service Agreement	Co-operators General Insurance Company/COSECO Insurance Co. & FirstOnSite Restoration LP	January 21, 2015/January 28, 2015
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. & FirstOnSite Restoration LP <sup>ii</sup>	Undated
Consulting Agreement	Housing Services Corp & Firstonsite Restoration & FirstOnSite Restoration LP	October 20, 2015
General Contractor Agreement	Desjardins General Insurance Group Inc. & FirstOnSite Restoration LP	June 17, 2013
Agreement to Provide Services	Crawford & Company (Canada) Inc. & FirstOnSite Restoration LP	March 6, 2012
All 17 Services Agreements	Aviva Canada Inc. & FirstOnSite Restoration LP	Various dates
Master Services Agreement	Roins Financial Services Limited & FirstOnSite Restoration LP	January 21, 2015
Professional Services Agreement Contractor Vendor Program	Zurich Insurance Company Ltd. & FirstOnSite Restoration LP	July 1, 2013

#### Supplier Contracts

Contract	Parties	Date
Master Lease Agreement	Jim Pattison Lease & FirstOnSite GP Inc.	July 28, 2009
Master Fleet Management Agreement	Jim Pattison Lease & FirstOnSite GP Inc.	May 19, 2011
National Intake and Emergency Claims Service (ECS) Agreement	Claimspro, a division of SCM Insurance Services Inc. &	November 24, 2014

	Firstonsite Restoration L.P.	
Services Agreement	The Great-West Life Assurance Company & Firstonsite Restoration L.P.	July 1, 2014

### Appendix 6 to Schedule A - Consent Required Contracts

- [To be added in accordance with Section 2.2]

### Schedule B - Purchase Price Allocation

#### Purchased Assets:

- Current assets and current liabilities will be valued at their book value
- Capital assets will be valued at the lesser of their book value and their undepreciated capital cost
- The remainder of the Purchase Price will be allocated to "goodwill and other intangible assets".

**Schedule C - Permitted Encumbrances**

Personal property security registrations in respect of capital lease agreements or equipment lease agreements that are Assumed Contracts.

### Schedule D - Excluded Obligations

(a) Bank Indebtedness:

Any obligations of the Vendor pursuant to the Credit Agreement, the Loan Agreement (BDC) or the Loan Agreement (BDC Capital).

(b) Secured and Unsecured Debentures:

Tranche 1 Secured Convertible Debentures issued Dec 21, 2010	Tranche 2 Secured Convertible Debentures issued June 9, 2011	Tranche 3 Secured Convertible Debentures issued Feb 8, 2012
Torquest Partners Fund II, L.P.	Mark Jackson	Torquest Partners Fund II, L.P.
2123101 Ontario Inc.	Noel Walpole	2123101 Ontario Inc.
Andrew Boulanger		Woodhouse Investments Inc. (formerly 1347605 Ontario Ltd.)
Woodhouse Investments Inc. (formerly 1347605 Ontario Ltd.)		Fournier Brothers Holdings Inc.
Edenvale Restoration Specialists Ltd.		2356723 Nova Scotia Limited
Fournier Brothers Holdings Inc. (formerly 330214 Ontario Inc.)		Barry-Robert Enterprises Ltd.
2976367 Manitoba Ltd.		101109 P.E.I. Inc.
2356723 Nova Scotia Limited		Demos Canada Limited
Barry-Robert Enterprises Ltd.		
1640334 Ontario Inc.		
Spring Fresh Cleaning & Restoration Canada Inc.		
Demos Canada Limited		

Tranche 4 Secured Convertible Debentures issued March 11, 2013	Secured Convertible Debentures issued Aug 2, 2013	Secured Non-Convertible Debentures issued Nov 25, 2014
Torquest Partners Fund II, L.P.	Torquest Partners Fund II, L.P.	Torquest Partners Fund II, L.P.
2123101 Ontario Inc.	2123101 Ontario Inc.	Torquest Partners Fund (U.S.) II, L.P.
JJAB Holdings Inc.	JJAB Holdings Inc. (issued September 1, 2013)	
Demos Canada Limited		

Ames Family Trust (issued April 1, 2013)		
Barry Ross (issued July 7, 2014)		

(c) Promissory Notes:

- i. Each of those subordinated 14% Series A promissory notes issued from time to time beginning Feb 1, 2007 to and until December 31, 2014 by the Vendor in favour of: (i) Torquest Partners Fund II L.P. in the aggregate approximate amount of \$30.6 million and; (ii) Torquest Partners Fund (U.S.) II, L.P. in the aggregate approximate amount of \$10.94 million; and

ii.

Unsecured Non-Convertible Promissory Notes issued March 24, 2015	Unsecured Non-Convertible Promissory Notes issued July 28, 2015
Torquest Partners Fund II, L.P.	Torquest Partners Fund II, L.P.
Torquest Partners Fund (U.S.) II, L.P.	Torquest Partners Fund (U.S.) II, L.P.

**Schedule E - Form of Approval and Vesting Order**

*(See attached)*



Court File No.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE ) WEEKDAY, THE #  
 )  
JUSTICE ) DAY OF MONTH, 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.

Applicants

APPROVAL AND VESTING ORDER

THIS MOTION, made by FirstOnSite G.P. Inc. and FirstOnSite Restoration L.P., a limited partnership formed under the laws of Ontario (collectively, the "Vendors"), 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. and 3297167 Nova Scotia Limited (the "Purchaser") and appended to the Affidavit of David Demos dated April ●, 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 Vendors, the affidavit of ● sworn April ●, 2016 and the Exhibits attached thereto, the [First] 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 [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn April 9, 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 (including, without limitation, any claim based on any theory that the Purchaser is a successor or continuation of the Applicants or the Business), demands, guarantees, restrictions, contractual commitments, rights (including, without limitation, rights of first refusal or 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 ● dated April ●, 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, subject to paragraph ● below, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets 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.

6. **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.

7. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

8. 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.

9. 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.

10. 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.

11. 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.

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

13. **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 Applicants, and any document filed thereafter in these proceedings (other than the Monitor's Certificate) shall be filed using such revised title of proceedings.

14. **THIS COURT ORDERS** that the Confidential Exhibit to the Sale Approval 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.

15. **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.



Schedule A – Form of Monitor’s Certificate

Court File No. \_\_\_\_\_

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.

Applicants

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice ● of the Ontario Superior Court of Justice (the “Court”) dated April ●, 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 April ●, 2016 (the “Approval and Vesting Order”), the Court approved 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, in its role as Monitor or as Escrow Agent, 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, in its role as the Monitor or as Escrow Agent 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.

4. 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.
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	17547389	201012231126 1590 4238 (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
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.
2356723 Nova Scotia Limited	1012231 8743	926087F (with renewal #593669G)	2010214 26500	19617471	17547761	20101223 1140 1590 4260 (with renewal #20120217 1451 1590 6434)	2597602		3006708 41
Barry-Robert Enterprises Ltd.	1012231 8809	926089F (with renewal #593674G)	2010214 27301	1961749 7	17547787	20101223 1140 1590 4261 (with renewal #20120217 1451 1590 6433)	2597611		3006708 42
1640334 Ontario Inc.	1012231 8838	926090F	201021428 405	19617521	17547795	20101223 1141 1590 4262	2597620		3006708 43
Spring Fresh Cleaning & Restoration Canada Inc.	1012231 8891	926092F	201021428 901	19617539	17547803	20101223 1141 1590 4263	2597639		3006708 44
Demos Canada Limited	1012231 8932	926093F (with renewal #593678G and #244792H)	201021429 401	19617547	17547829	20101223 1141 1590 4264 (with renewal #20120217 1451 1590 6432 and #20130319 1044 1590 7239)	2597648		3006708 45
Jackson, Mark	1106151 2297	200467G	201109879 709	20223418	18199166	20110615 1206 1590 3376	2696728		3007369 81
Walpole, Noel	1106151 2319	200471G	201109881 100	20223442	18199232	20110615 1207 1590 3377	2696737		3007369 90
Fournier Brothers Holdings Inc.	1202171 3422	593645G	2012027 17603	21137112	1917663 5	20120217 1157 1590 6403	2848057		3008315 15
101109 P.E.I. Inc.	1202171 3478	593650G	201202718 006	21137138	19176684	20120217 1157 1590 6404	2848066		3008315 21
JJAB Holdings Inc.	1303191 3602	244822H	201304490 506	2273133 5	20953907	20130319 0954 1590 7207	3132158		3009980 53
Ross, Barry	1408053 4885	1079151	201414541 700	24746422	23142250	20140805 1432 1590 7735	3485320		3012236 38
Wells Fargo Capital Finance Corporation Canada, As Agent	1411121 6898	282633I	2014214 49703	25153081	2357187 0	20141112 1103 1862 4890 and 20141112 1106 1862 4893	3555272	14- 1078395- 0001	3012681 60

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.
Business Development Bank Of Canada	1411122 7954	283397	201421483 405	25154428	2357346 2	20141112 1420 1793 0277 and 20141113 1648 1793 0324	3555496	14- 1079832- 0001	3012683 47
BDC Capital Inc.	1411122 8010	283394I	201421483 502	25154436	2357349 6	20141112 1423 1793 0279 and 20141113 1650 1793 0325	3555511	14- 1080142- 0002	3012683 48
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)			

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

Court File No. \_\_\_\_\_

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

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Tel: (416) 869-5202  
Email: vcalina@stikeman.com  
Fax: (416) 947-0866

Lawyers for the Applicants

**Schedule F - Working Capital Methodology**

[REDACTED]

**Schedule G - Form of Escrow Agreement**

*(See attached)*

## ESCROW AGREEMENT

Escrow Agreement dated April 21, 2016 between FirstOnSite Restoration L.P., a limited partnership formed under the laws of Ontario, by its general partner FirstOnSite G.P. Inc., a corporation incorporated under the laws of Ontario (collectively the "Vendor"), 3297167 Nova Scotia Limited, a corporation incorporated under the laws of Nova Scotia (the "Purchaser") and FTI Consulting Canada Inc., solely in its capacity as escrow agent for the Vendor and the Purchaser (the "Escrow Agent").

### RECITALS:

- (a) The Purchaser and the Vendor have entered into an asset purchase agreement (the "Purchase Agreement") dated the date hereof, pursuant to which, the Purchaser will purchase, and the Vendor will sell, substantially all the assets and operations of the Vendor;
- (b) Pursuant to the terms of the Purchase Agreement, the Purchaser has deposited with the Escrow Agent, on the date hereof, a deposit in the amount of CAD\$2,000,000 towards the satisfaction of the Purchase Price (being the "Deposit" as that term is defined in the Purchase Agreement);
- (c) Pursuant to the terms of the Purchase Agreement, the Purchaser and the Vendor have agreed that either (i) one or more letters of credit in the aggregate amount of CAD\$5,000,000 (being the "Potential Trust Claimant L/C" as that term is defined in the Purchase Agreement); or (ii) CAD\$5,000,000 (the "Potential Trust Claimant Cash", and each of the Potential Trust Claimant L/C and the Potential Trust Claimant Cash, the "Potential Trust Claimant Reserve") will be deposited with the Escrow Agent, to be held in escrow by the Escrow Agent and released on the terms provided in the Purchase Agreement and this Escrow Agreement; and
- (d) The Escrow Agent is willing to act as escrow agent for the sole purpose of accepting, holding and disbursing the Deposit and the Potential Trust Claimant Reserve in accordance with this Escrow Agreement.

In consideration of the above and for other good and valuable consideration, the parties agree as follows:

### Section 1 Defined Terms

The parties to this Escrow Agreement are collectively called the "parties" and individually a "party". The term "including" means "including without limitation" and the term "includes" means "includes without limitation." Capitalized terms

used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. As used herein, "Escrow Amount" refers to the Deposit or the Potential Trust Claimant Reserve, as applicable in the circumstances, and "Escrow Amounts" refers to the Deposit and the Potential Trust Claimant Reserve in all cases, including any interest earned thereon.

## **Section 2 Appointment of Escrow Agent**

The Vendor and the Purchaser hereby appoint the Escrow Agent to act as escrow agent in accordance with this Escrow Agreement and the Escrow Agent accepts such appointment.

## **Section 3 Delivery of Escrow Amounts and Receipt**

- (1) The Escrow Agent acknowledges receipt from the Purchaser of the Deposit.
- (2) At the Closing, the Escrow Agent will send a written acknowledgement of receipt of the Potential Trust Claimant Reserve, upon receipt thereof, from the Purchaser at the wire instructions and/or delivery instructions provided by the Escrow Agent to the Purchaser no later than 2 Business Days in advance of Closing.
- (3) The Escrow Agent shall hold and deal with the Escrow Amounts in accordance with this Escrow Agreement.

## **Section 4 Holding of Escrow Amounts**

- (1) Until the Escrow Amounts are disbursed in accordance with Section 5 or Section 9, the Escrow Agent shall hold the Escrow Amounts, upon receipt, (i) in the case of the Potential Trust Claim L/C, in safekeeping; and (ii) in the case of all other applicable Escrow Amounts, in a segregated non-investment, interest-bearing bank account or accounts at a Schedule I Canadian bank and is not required to otherwise invest such funds.
- (2) The Escrow Amounts held by the Escrow Agent are at the sole risk of the Purchaser and the Vendor and, without limiting the generality of the foregoing, the Escrow Agent shall have no responsibility or liability for any diminution of the Escrow Amounts which may result from any deposit made with a Schedule I Canadian bank or otherwise absent its own bad faith or fraud.
- (3) Interest earned and paid on the Escrow Amounts (if any) will be added to and form part of the Escrow Amounts. Interest earned net of any bank charges or fees incurred on or related to the Escrow Amounts will be for the benefit of the party to whom such Escrow Amount is released and the Escrow Agent may disclose such information (including the identity of the party receiving the Escrow Amount) as may be required for tax reporting and



other purposes. The Escrow Agent shall have no responsibility for the preparation and/or filing of any tax or information return with respect to any transactions, whether or not related to the Escrow Agreement.

#### Section 5            Distribution and Release of Escrow Amounts

- (1) *Deposit:* Immediately following the Closing Time, the Escrow Agent shall be irrevocably authorized and directed to, and shall within three Business Days, remit and initiate the transfer of the Deposit from escrow to a general account to hold the Deposit in trust in its capacity as court-appointed Monitor.
- (2) *Termination or Outside Date:* Subject to Section 5(5), if Closing has not occurred by the Outside Date, or in the event of a termination of the Purchase Agreement if Closing has not occurred, then upon receipt by the Escrow Agent of a written direction, the form of which is attached as Schedule "A" hereto (a "**Distribution Direction**"), duly executed by each of the Vendor and the Purchaser in accordance with Section 3.3 of the Purchase Agreement, the Escrow Agent shall be irrevocably authorized and directed to remit the Deposit in the manner set forth therein and such disbursement shall be initiated by the Escrow Agent on or before the fifth Business Day after the receipt by the Escrow Agent of such Distribution Direction.
- (3) *Potential Trust Claimant Reserve:* Subject to Section 5(5), upon receipt by the Escrow Agent of a Distribution Direction, duly executed by each of the Vendor and the Purchaser in accordance with Section 6.9 of the Purchase Agreement, the Escrow Agent shall be irrevocably authorized and directed to: (i) in the event that the Potential Trust Claimant Reserve is a Potential Trust Claimant L/C, to either (A) draw upon the Potential Trust Claimant L/C in the amount specified in the Distribution Direction and to remit such amount in the manner set forth therein; or (B) to return the Potential Trust Claimant L/C to the Purchaser in accordance with the delivery directions contained in the Distribution Direction; or (ii) in the event that the Potential Trust Claimant Reserve is Potential Trust Claimant Cash, to remit the amount specified in the Distribution Direction in the manner set forth therein. In each case the disbursement of any funds or the return of the Potential Trust Claimant L/C (as applicable) shall be initiated by the Escrow Agent on or before the fifth Business Day after the receipt by the Escrow Agent of such Distribution Direction. The Vendor and the Purchaser may, by joint instruction to the Escrow Agent, authorize the replacement of the Potential Trust Claimant L/C with one or more letters of credit in a lesser amount (subject to the prior consent of the Monitor), and such letters of credit shall become the new "Potential Trust Claimant L/C" for the purposes of this Escrow Agreement upon return to the Purchaser of the previously held Potential Trust Claimant L/C.

- (4) The Escrow Agent is not required to, and may not make, any determination, decision or investigation with respect to the validity of any claim or denial thereof made by the Vendor or the Purchaser and may rely solely on the terms of this Escrow Agreement and any Distribution Direction delivered to the Escrow Agent in accordance with the terms and conditions contained herein.
- (5) In the following circumstances, the Escrow Agent may (i) refrain from taking any action under this Escrow Agreement until it is authorized or directed otherwise in writing by the Vendor and the Purchaser by way of documentation that complies with the terms of this Escrow Agreement and does not require the exercise of any discretion or independent judgment on the part of the Escrow Agent, or by an order of the Court or (ii) deposit the Escrow Amounts with the Court, if:
  - (a) the Escrow Agent is uncertain as to its duties or rights under this Escrow Agreement;
  - (b) the Escrow Agent receives instructions, claims or demands from any party to this Escrow Agreement or from a third person with respect to any matter under this Escrow Agreement which, in its opinion, are in conflict or otherwise inconsistent with this Escrow Agreement or the Purchase Agreement;
  - (c) any of the parties to this Escrow Agreement, including the Escrow Agent, disagree about the interpretation of this Escrow Agreement, the Purchase Agreement (in particular with respect to the release from escrow of the Deposit or the Potential Trust Claimant Reserve) or about the rights and obligations of the Escrow Agent, or the appropriateness of an action contemplated by the Escrow Agent under this Escrow Agreement; or
  - (d) any party hereto commences a motion or other proceeding before a court of competent jurisdiction for determination of any party's rights, remedies or entitlements with respect to the Escrow Amounts.

**Section 6            Duties and Liabilities of the Escrow Agent.**

- (1) The Escrow Agent, as escrow agent hereunder, has no duties, obligations or responsibilities whatsoever, including any inferred or implied duties or obligations, other than those duties, obligations or responsibilities expressly set forth in this Escrow Agreement, which the parties acknowledge and agree are purely administrative in nature. For greater certainty, the Escrow Agent, is not bound by any agreement, arrangement or understanding relating to or arising out of the matters provided for in this Escrow Agreement, except as expressly set forth in this Escrow Agreement and shall be obligated to perform only such duties as are specifically set forth herein. The Vendor and

the Purchaser both acknowledge that in addition to acting as escrow agent hereunder, the Escrow Agent is, or will be proposed to be, the court-appointed monitor of the Vendor, pursuant to the CCAA Proceedings.

- (2) The Escrow Agent shall not be liable for any expense, loss or damage for any action taken or omitted to be taken by the Escrow Agent, any mistake of fact or law, any error of judgment, or in the event of any loss or mis-delivery of or to any portion of the Escrow Amounts howsoever caused, except for acts of its own bad faith or fraud in each case as determined by a final non-appealable order of a court of competent jurisdiction in the province of Ontario. In addition, the Escrow Agent shall have no liability for any expense, loss or damage whatsoever arising from any cause beyond the Escrow Agent's control, including the following: (i) any delay, error, omission or default of any mail, courier or electronic transmission; (ii) the acts of any government, governmental agency or regulatory body (including any act or provision of any present or future law or regulation or governmental authority), (iii) any act of God or war; (iv) the unavailability of any wire or electronic communication facility; or (v) any act, omission or disruption of banking services or payment settlement system which affects the ability of the Escrow Agent's bank to process a wire transfer payment, electronic funds transfer payment or any other transfer of some or all of the Escrow Amounts pursuant to a Distribution Direction. Notwithstanding anything in this Escrow Agreement to the contrary: (i) in no event shall the Escrow Agent be liable for special, indirect or consequential losses or damages of any kind whatsoever (including lost profits) and (ii) the maximum liability of the Escrow Agent with respect to this Escrow Agreement and its obligations hereunder shall not, under any circumstances, exceed the total Escrow Amounts actually received by the Escrow Agent, together with interest, if any, accrued thereon in accordance with the terms of this Escrow Agreement.
- (3) The Escrow Agent may rely on, and is protected in acting upon, any Distribution Direction delivered to the Escrow Agent in accordance with Section 5 or Section 9, and may accept a Distribution Direction as sufficient evidence of the facts stated in it. The Escrow Agent is in no way bound to enquire as to the veracity, accuracy or adequacy thereof or call for further evidence (whether as to due execution, validity or effectiveness, or the jurisdiction of any court, or as to the truth of any fact), and is not responsible for any loss that may be occasioned by its failing to do so.
- (4) The Escrow Agent shall not be required to use, advance or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or the exercise of its rights under this Escrow Agreement.

- (5) If the Escrow Agent becomes involved in any arbitration or litigation relating to this Escrow Agreement, the Escrow Agent may comply with any decision reached through such arbitration or litigation.
- (6) Upon the Escrow Agent disbursing the Escrow Amounts or depositing the Escrow Amounts with the Court in accordance with this Escrow Agreement, the Escrow Agent will be released from its duties and obligations under this Escrow Agreement. Section 7 and Section 8 and all other provisions of this Escrow Agreement relating to the protection of the Escrow Agent survive such release of the Escrow Agent.

#### **Section 7 Escrow Agent's Fees, Costs and Expenses**

The Vendor shall pay the Escrow Agent's reasonable fees (including legal fees), expenses and disbursements in connection with this Escrow Agreement and/or the performance of the Escrow Agent's obligations under this Escrow Agreement within 5 Business Days of such a request by the Escrow Agent.

#### **Section 8 Indemnification of Escrow Agent**

The Vendor, on the one hand, and the Purchaser, on the other hand, shall jointly and severally indemnify and save harmless the Escrow Agent and each of its shareholders, partners, directors, officers, employees, agents, advisors (including legal counsel), representatives and affiliates (collectively, the "Indemnitees"), of and from, and shall pay for, all actions, proceedings, losses, liabilities, costs, claims, damages, fees, expenses (including legal fees and expenses on a full indemnity basis without reduction for tariff rates or similar reductions) and demands that may be imposed on, incurred by, made, asserted or brought against any of the Indemnitees or which any of them may suffer or incur as a result of, in respect of, or arising out of or in connection with this Escrow Agreement, the performance or non-performance by the Escrow Agent under this Escrow Agreement or any transactions contemplated by this Escrow Agreement, except such as shall result solely and directly from the Escrow Agent's own bad faith or fraud.

#### **Section 9 Resignation, Removal of Escrow Agent**

- (1) The Escrow Agent may resign and be discharged from all further duties, obligations and liabilities under this Escrow Agreement at any time on 20 days' written notice to the Vendor and the Purchaser or such shorter notice as the Vendor and the Purchaser may accept as sufficient. The Vendor and the Purchaser may collectively remove the Escrow Agent from its office at any time on 30 days' written notice from all of them to the Escrow Agent.
- (2) If the Escrow Agent resigns or is removed, the Vendor and the Purchaser have 10 Business Days to collectively appoint a successor and the Escrow Agent shall deliver the Escrow Amounts as the Vendor and the Purchaser direct in writing.

- (3) If a successor is not appointed in accordance with Section 9(2), then the Escrow Agent shall cease its function at the expiration of the notice period and deposit the Escrow Amounts with the Court.
- (4) This Escrow Agreement terminates and ceases to be of any further force and effect with respect to the Escrow Agent on the date on which the Escrow Agent delivers the Escrow Amounts to a successor or disburses it in accordance with this Section 9, except that Section 7 and Section 8 and all other provisions of this Escrow Agreement relating to the protection of the Escrow Agent survive the resignation or removal of the Escrow Agent.
- (5) Upon the appointment of any successor escrow agent, the successor escrow agent will be vested with the same powers, rights, duties and responsibilities as if the successor escrow agent had been originally named as Escrow Agent under this Escrow Agreement and will be subject to removal under this Section 9. The Vendor, the Purchaser and the successor escrow agent shall execute and deliver all documents and take all such actions as may, in the reasonable opinion of the Escrow Agent, be necessary or desirable for the purpose of effectively transferring the Escrow Amounts to the successor escrow agent.

#### **Section 10 Termination of Escrow Agreement**

This Escrow Agreement terminates and ceases to be of any further force and effect on the date on which the Escrow Agent disburses all of the Escrow Amounts in accordance with Section 5, deposits them accordance with Section 5 or Section 9, or ceases to be an Escrow Agent in accordance with Section 9, except that Section 7 and Section 8 and all other provisions of this Escrow Agreement relating to the protection of the Escrow Agent survive the termination of this Escrow Agreement.

#### **Section 11 Notices**

- (1) Any notice, direction or other communication given regarding the matters contemplated by this Escrow Agreement, including, any Distribution Direction (each, a "Notice") must be in writing, sent by personal delivery, courier or email and addressed to the addresses set forth below:
  - (i) in the case of the Purchaser, as indicated in the Purchase Agreement.
  - (ii) in the case of the Vendor, as indicated in the Purchase Agreement.
  - (iii) in the case of the Escrow Agent, as follows:

FTI Consulting Canada Inc.  
TD South Tower  
79 Wellington Street West  
Toronto Dominion Centre, Suite 2010

Toronto, ON M5K 1G8

Attention: Paul Bishop  
Email: paul.bishop@fticonsulting.com

with a copy to:

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

Attention: Robert J. Chadwick / Caroline Descours  
Email: rchadwick@goodmans.ca / cdescours@goodmans.ca

- (2) Any Notice, if given by personal delivery or by courier, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by email before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.
- (3) Sending a copy of a Notice to a party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a party.

## **Section 12 Amendments**

This Escrow Agreement may only be amended, supplemented or otherwise modified by written agreement signed by all of the parties.

## **Section 13 Entire Escrow Agreement**

This Escrow Agreement, and the Purchase Agreement (with respect to the Vendor and Purchaser), constitute the entire agreement between the parties with respect to the transactions contemplated in this Escrow Agreement and the Purchase Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to such transactions. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Escrow Agreement, except as specifically set forth in this Escrow Agreement and the Purchase Agreement (with respect to the Vendor and Purchaser). The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Escrow Agreement. Nothing herein shall be

deemed to limit, restrict, negate or otherwise amend the rights and obligations of the Parties as applicable, under the Purchase Agreement. For certainty, the Escrow Agent is not a party to the Purchase Agreement and shall have no obligations or liabilities thereunder. In the event of any conflict between the terms of this Escrow Agreement and the terms of the Purchase Agreement, the terms of this Escrow Agreement shall govern.

#### **Section 14      Enurement and Assignment**

This Escrow Agreement becomes effective when executed by all of the parties. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors, legal representatives and permitted assigns. Neither this Escrow Agreement nor any of the rights or obligations under this Escrow Agreement, including any right to payment, may be assigned or transferred, in whole or in part, by any party without the prior written consent of the other parties, provided however, that the Purchaser shall be permitted to assign, without the prior written consent of the Vendor or the Escrow Agent, the benefit of all or a portion of this Escrow Agreement, to an affiliate of the Purchaser to whom the Purchaser has assigned the benefit of all or a portion of the Purchase Agreement, in circumstances where (i) prior notice of such assignment is provided to the Vendor and the Escrow Agent, (ii) such assignee agrees to be bound by the terms of this Escrow Agreement to the extent of the assignment, and (iii) such assignment shall not release the Purchaser from any obligation or liability hereunder.

#### **Section 15      Severability**

If any provision of this Escrow Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Escrow Agreement and the remaining provisions will remain in full force and effect.

#### **Section 16      Waiver**

No waiver of any of the provisions of this Escrow Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Escrow Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right it may have.

#### **Section 17      Further Assurances**

On or after the date of this Escrow Agreement, the Vendor and the Purchaser shall execute and deliver such documents and take all such action as the other or the Escrow Agent may request from time to time in order to carry out the intent and

purpose of this Escrow Agreement and to establish and protect the rights, interests and remedies intended to be created in favour of the Escrow Agent.

**Section 18      Time**

Time is of the essence in this Escrow Agreement.

**Section 19      Governing Law**

This Escrow Agreement is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the non-exclusive jurisdiction of the Court, and waives objection to the venue of any proceeding in the Court or that the Court provides an inconvenient forum.

**Section 20      Counterparts**

This Escrow Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Escrow Agreement.

*[Signature Page Follows]*



The parties have executed this Escrow Agreement.

PURCHASER:

3297167 NOVA SCOTIA LIMITED

By: \_\_\_\_\_

Name:

Title:

VENDOR:

FIRSTONSITE RESTORATION L.P. by  
its general partner FIRSTONSITE G.P.  
INC.

By: \_\_\_\_\_

Name:

Title:

ESCROW AGENT:

FTI CONSULTING CANADA INC.,  
solely in its capacity as Escrow Agent, and  
not in its personal or corporate capacity

By: \_\_\_\_\_

Authorized Signatory, without  
individual or personal liability

**SCHEDULE A  
ESCROW RELEASE INSTRUCTIONS**

**TO:** FTI CONSULTING CANADA INC., solely in its capacity as escrow agent (the "Escrow Agent")

**RE:** Escrow Agreement dated April 21, 2016 (the "Escrow Agreement") among FirstOnSite Restoration L.P., a limited partnership formed under the laws of Ontario, by its general partner FirstOnSite G.P. Inc., a corporation incorporated under the laws of Ontario, 3297167 Nova Scotia Limited and the Escrow Agent.

Capitalized terms in this Distribution Direction have the meaning ascribed to such terms in the Escrow Agreement or the Purchase Agreement, as applicable.

This Distribution Direction is being delivered pursuant to [Section 5(2) / /Section 5(3)] of the Escrow Agreement. [The Outside Date has occurred / The Purchase Agreement has been terminated and Closing has not occurred/A trust claim has been made by a Potential Trust Claimant and remains unsettled in accordance with Section 6.9 of the Purchase Agreement/ [a portion of] the Potential Trust Claimant Reserve may now be released]. The Escrow Agent is therefore hereby irrevocably authorized and directed to deliver the [Deposit and any interest thereon to / [a portion of] the Potential Trust Claimant Reserve as follows]:

Purchaser

---

---

---

[Note: Insert name/address of Purchaser, as appropriate.]

[To deliver the Potential Trust Claimant L/C to the above address.][Note: For use in connection with the return of the Potential Trust Claimant L/C only]]

[In the amount of: ●]/[Note: For use with the return to the Purchaser of Potential Trust Claimant Cash]

by wire transfer to the following:

[Account holder]  
c/o [Name of financial institution]  
[Address]  
Transit #: ●, Swift Code: ●

Bank Code: ●

Account #: ●

Vendor

---



---



---

[Note: Insert name/address of Vendor, as appropriate.]

[To present the Potential Trust Claimant L/C to the issuing financial institution for a draw in the amount of ● and to pay the proceeds][Note: for use in connection with a Potential Trust Claimant L/C draw]

[In the amount of ●][Note: for use with distributions under the Potential Trust Claimant Cash]

by wire transfer to the following:

[Account holder]

c/o [Name of financial institution]

[Address]

Transit #: ●, Swift Code: ●

Bank Code: ●

Account #: ●

and to inform the financial institution that the above named person is the beneficiary of such amount and this is your good and sufficient authority for doing so.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

3297167 NOVA SCOTIA LIMITED

By: \_\_\_\_\_

Name:

Title:

**FIRSTONSITE RESTORATION L.P. by  
its general partner FIRSTONSITE G.P.  
INC.**

By: \_\_\_\_\_

Name:

Title:

**Tab B**  
**(Filed under seal)**

**Tab C**

This is Exhibit "C" referred to in  
the Affidavit of  
**Jeff Johnson**  
sworn before me this **24** day of  
May, 2016.

**ELAINE F BRIMAGE II**  
**Notary Public**  
A Commissioner of Affidavits  
**Notary ID 20154040119**  
**My Commission Expires Nov 25, 2019**



**Campbell, Andrea**

---

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

Agreed, there is nothing material in arrears

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

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

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

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

Hey Adam,

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

**Virginie Gauthier**  
 Partner  
*Law around the world*  
[nortonrosefulbright.com](http://nortonrosefulbright.com)

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**Tab D**  
**(Filed under seal)**

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  
Applicant  
FIRSTONSITE G.P. INC.

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**MOTION RECORD  
(returnable May 26, 2016)**

**NORTON ROSE FULBRIGHT CANADA LLP**  
Royal Bank Plaza, South Tower, Suite 3800  
200 Bay Street, P.O. Box 84  
Toronto, Ontario M5J 2Z4 CANADA

**Orestes Pasparakis** LSUC #36851T

Tel: 416.216.4815

Fax: 416.216.3930

[orestes.pasparakis@nortonrosefulbright.com](mailto:orestes.pasparakis@nortonrosefulbright.com)

**Virginie Gauthier** LSUC #41097D

Tel: 416.216.4853

Fax: 416.216.3930

[virginie.gauthier@nortonrosefulbright.com](mailto:virginie.gauthier@nortonrosefulbright.com)

Lawyers for the Moving Party 3297167 Nova Scotia Limited