

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

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

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

**Applicant**

**AFFIDAVIT OF BRIAN PUKIER**  
**(Sworn May 25, 2016)**  
**(Re Cure Costs Motion )**

I, Brian Pukier, of the City of Toronto, in the Province of Ontario, MAKE OATH  
AND SAY:

1. I am a partner with the law firm of Stikeman Elliott LLP, lawyers for FirstOnSite G.P. Inc. ("**FirstOnSite GP**") and FirstOnSite L.P. Inc. ("**FirstOnSite LP**" and collectively with FirstOnSite GP, "**FirstOnSite**"). I am the partner with primary carriage of the matter related to the proposed sale of the assets of FirstOnSite to 3297167 Nova Scotia Limited (the "**Purchaser**") and as such I have knowledge of the matters to which I herein depose.
2. This affidavit is supplemental to the affidavit of Adam Zalev sworn May 25, 2016 (the "**Zalev Affidavit**") and the affidavit of Joshua B. Nevsky sworn May 25, 2016 in connection with motion brought by the Purchaser for directions as to the definition of Cure Costs pursuant to the APA (as each term is defined in the Zalev Affidavit).
3. I have reviewed the affidavit of Matthew Bernardo, sworn May 25, 2016 in support of the Purchaser's motion. A chronology of the timing of the delivery of the Consent Required List (as defined in the Zalev Affidavit) is an important detail:

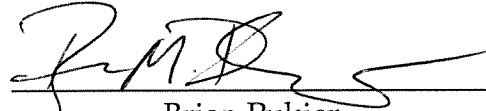
- (a) April 27, 2016: The original deadline contemplated in the APA for when the Consent Required List was to be provided by the Purchaser to FirstOnSite;
  - (b) May 5, 2016: The date to which the deadline for delivery of the Consent Required List was initially extended;
  - (c) May 11, 2016: The date to which the deadline for delivery of the Consent Required List was further extended.
4. Following circulation of each of the draft versions of the APA attached as Exhibits to the Affidavit of Mr. Bernardo, I had phone calls and email exchanges with the Purchaser's Canadian legal counsel, including Mr. Bernardo, with respect to open issues and the status of the draft APA. The issue of Cure Costs, their quantum or the striking out of the related notes to draft in each of the draft versions of the APA was not raised by the Purchaser or its representatives orally or in writing on any of those calls or in any of the subsequent email correspondence.
5. In addition, the cover emails attaching the draft versions of the APA do not set out any express request for amounts or listing of Cure Costs or, more generally, for information with respect to any amounts owing under any existing agreements. Crucially, all of the draft versions of the APA state those agreements remain subject to the Purchaser's diligence progress (or diligence efforts - whatever those might have been).

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



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Commissioner for Taking Affidavits

**Vlad A. Calina**



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Brian Pukier

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

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SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF BRIAN PUKIER  
(SWORN MAY 25, 2016)**

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