

**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 June 1, 2016)**

June 1, 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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**NOTICE OF MOTION
(Returnable June 1, 2016)**

3297167 Nova Scotia Limited (the "**Purchaser**") will make a motion to a Judge presiding over the Ontario Superior Court of Justice (Commercial List), on June 1, 2016, at 1 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:

1 The granting of an Order (the "**Order**"), in amendment and restatement of the Order issued by the Court on May 9, 2016 (the "**Original Approval and Vesting Order**"), and which would:

- (a) approve the execution of the transition agreement (the "**Transition Agreement**") to be entered into by the Purchaser and FirstOnSite Restoration L.P., by its general partner FirstOnSite G.P. Inc. (collectively, the "**Vendors**");
- (b) amend the Original Approval and Vesting Order such that the Quebec Contracts (as defined below) would not vest in the Purchaser free and clear of all claims

and encumbrances until the Purchaser delivers notice to the Vendors and Monitor that such vesting is to occur; and

- (c) until such time as the vesting of the Quebec Contracts in the Purchaser occurs, granting a first-ranking charge (the “**Quebec Contracts Charge**”) on the Quebec Contracts in favour of the Purchaser to secure the Vendors’ obligations under the Transition Agreement and an agreement of purchase and sale dated April 20, 2016 between the Purchaser and the Vendors (the “**APA**”), and which was initially approved by this Court under the Original Approval and Vesting Order; and

2 Such further and other relief as counsel may request and this Court deems just.

THE GROUNDS FOR THE MOTION ARE:

1 The Vendors’ commenced proceedings under the CCAA and obtained the initial Order in these proceedings on April 21, 2016;

2 On May 9, 2016, the Vendors obtained the Original Approval and Vesting Order that, among other things, approved the sale transaction contemplated under the APA for the sale of the Purchased Assets (as defined in the APA) and vesting the Vendor’s right, title and interest in the Purchased Assets in the Purchaser, free and clear of any claims and encumbrances upon the delivery of the Monitor’s Certificate (as such terms are defined in the Original Approval and Vesting Order);

3 The Approval and Vesting Order also authorized and directed the Vendor and the Monitor to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Sale Transaction and for the conveyance of the Purchased Assets to the Purchaser;

4 The Purchased Assets include certain contracts between the Vendor and certain ³ customers which relate to work for which the existing licence provided to the Vendor by the Régie du bâtiment du Québec, pursuant to the Builder's Act (Quebec) and bearing number 8353-0295-53, or an equivalent replacement licence (such contracts being the "**Quebec Contracts**") are required by applicable law;

5 The Purchaser requires the Vendors to temporarily hold the Quebec Contracts, and the Vendor has agreed to do so until the delivery of a notice from the Purchaser;

6 In order to accommodate for the delayed vesting of the Quebec Contracts, the Original Approval and Vesting Order must be amended;

7 The Vendors are unaware of any secured creditors who would be prejudiced by the granting of the Quebec Contracts Charge given that the Purchased Assets, including the Quebec Contracts, shall be held free and clear of all claims and encumbrances following delivery of the initial Monitor's Certificate to be delivered under the Order.

8 The Quebec Contracts Charge would only be granted in favour of the Purchaser following delivery of the initial Monitor's Certificate.

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

1 The Affidavit of Alexander Schmitt sworn June 1, 2016, and the Exhibit attached thereto;
and

2 Such further and other material as counsel may advise and the Court may permit.

June 1, 2016

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TO: THE SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
FIRSTONSITE G.P. INC.

**SERVICE LIST
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<p>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN AS REPRESENTED BY THE MINISTER OF FINANCE (PST) Revenue Division 2350 Alberta Street, 5th Floor Regina, SK S4P 4A6</p>	<p>Fax: 306-787-0241</p>
<p>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN AS REPRESENTED BY THE MINISTER OF The ENVIRONMENT 5th Floor - 3211 Albert Street Regina, SK S4S 5W6</p>	<p>Tel: 306-787-9177 Fax: 306-787-3941</p>
<p>WORKERS COMPENSATION BOARD (SASKATCHEWAN) 200-1881 Scarth Street Regina, SK S4P 4L1</p>	<p>Fax: 306-787-4311</p>
<p>FEDERAL</p>	
<p>CRA REVENUE AGENCY Toronto Centre Tax Services Office Office/mailing address: 1 Front Street West Toronto, ON M5J 2X6</p>	<p>Fax: 414-360-8908</p>

CRA REVENUE AGENCY 5800 Hurontario Street Mississauga, ON L5R 4B4	Mona Siali
DEPARTMENT OF JUSTICE The Exchange Tower 130 King Street West Suite 3400, P. O. Box 36 Toronto, ON M5X 1K6	Diane Winters Tel: 416-973-3127 Fax: 416-973-0810 Email: diane.winters@justice.gc.ca

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

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**NOTICE OF MOTION
(Returnable June 1, 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

Virginie Gauthier LSUC #41097D
Tel: 416.216.4853
Fax: 416.216.3930
virginie.gauthier@nortonrosefulbright.com

Lawyers for 3297167 Nova Scotia Limited

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TAB 2

**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 ALEXANDER SCHMITT
(Sworn June 1, 2016)**

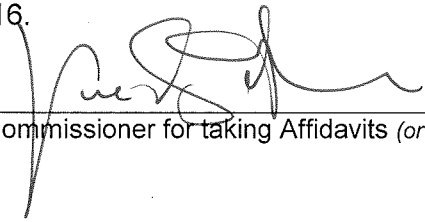
I, Alexander Schmitt, of the City of Toronto, in the Province of Ontario MAKE OATH AND
SAY:

1 I am an associate at Norton Rose Fulbright Canada LLP, counsel to 3297167 Nova Scotia Limited (the "**Purchaser**"), in connection with the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated April 20, 2016 between the Purchaser and FirstOnSite Restoration L.P., by its general partner FirstOnSite G.P. Inc. (collectively, the "**Vendors**"), and approved by an Order of the Court on May 9, 2016 (the "**Approval and Vesting Order**"). 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 Attached hereto as **Exhibit "A"** is a true copy of the form of a transition agreement (the "**Transition Agreement**") to be entered into among the Purchaser and the Vendors with respect to certain contracts in the Province of Quebec that will not vest with the Purchaser for a period

following closing of the Transaction and which contemplates certain amendments to the Approval and Vesting Order.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 1st day of June, 2016.



A Commissioner for taking Affidavits (or as may be)

} 

Alexander Schmitt

TAB A

TRANSITION AGREEMENT

This agreement is made as of this 1st day of June, 2016,

BETWEEN:

3297167 NOVA SCOTIA LIMITED,
(the Purchaser)

AND:

FIRSTONSITE RESTORATION L.P,
(by its general partner FIRSTONSITE G.P. INC.),
(collectively, the Vendor)

RECITALS:

- A. **WHEREAS** the Vendor obtained an Order of the Ontario Superior Court of Justice (Commercial List) (the **Court**) on April 21, 2016, granting the Vendor protection under the *Companies' Creditors Arrangement Act* (Canada);
- B. **AND WHEREAS** the Vendor obtained an Order from the Court on May 9, 2016, as amended, a copy of which is attached as Schedule "A" hereto, (the **Approval and Vesting Order**), among other things, approving the sale transaction (the **Sale Transaction**) contemplated under the asset purchase agreement (as amended and as it may be further amended, the **APA**) made and entered into between the Vendor and the Purchaser on April 20, 2016 for the sale of the Purchased Assets (as defined in the APA) and vesting the Vendor's right, title and interest in the Purchased Assets in the Purchaser, free and clear of any Claims and Encumbrances upon the delivery of the Monitor's Certificate (as such terms are defined in the Approval and Vesting Order);
- C. **AND WHEREAS** the Approval and Vesting Order authorized and directed the Vendor and the Monitor to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Sale Transaction and for the conveyance of the Purchased Assets to the Purchaser;
- D. **AND WHEREAS** the Purchased Assets include the Quebec Contracts (as defined below);
- E. **AND WHEREAS** the Purchaser requires the Vendor to hold temporarily certain contracts, purchase orders and related documents or arrangements between the Vendor and certain customers which relate to work for which the Existing Quebec Licence (as defined below) or an equivalent replacement licence is required by Applicable Law (the **Quebec Contracts**), and the Vendor has agreed to do so until the delivery of the Transition Date Notice and the Subsequent Monitor's Certificate (each as defined below);
- F. **AND WHEREAS** at the request of the Purchaser, the Vendor obtained an amendment to the Approval and Vesting Order that provides for the vesting in the Purchaser of the Vendor's right, title and interest in the Quebec Contracts upon delivery of the Subsequent Monitor's Certificate and for security over the Quebec Contracts;
- G. **AND WHEREAS** the Purchaser believes that it is necessary for the preservation of the value of the Quebec Contracts that the Purchaser continues to perform the Work (as defined below); and

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This is Exhibit "A" referred to in the affidavit of Alexander Schmitt sworn before me, this 1st day of June 2016.

A COMMISSIONER FOR TAKING AFFIDAVITS

- H. **AND WHEREAS** in furtherance of the foregoing the Vendor is willing to continue to perform the Work on the terms and subject to the conditions of this Agreement as set forth herein, and the Purchaser has agreed to provide the Vendor certain services and supplies.

NOW THEREFORE, FOR VALUE RECEIVED, the parties agree as follows:

Section 1 - INTERPRETATION

1.1 **Definitions.**

In this Agreement, unless otherwise defined, the following capitalized terms have the following meanings:

- (a) **Agreement** means this transition agreement, as may be amended or amended and restated from time to time;
- (b) **APA** has the meaning ascribed to it in the recitals;
- (c) **Approval and Vesting Order** has the meaning ascribed to it in the recitals;
- (d) **Commercially Reasonable Efforts** means the efforts that a reasonable and prudent person who desires to achieve a business result would use in similar circumstances to ensure that such result is achieved as expeditiously as possible in the context of a commercial transaction;
- (e) **Court** has the meaning ascribed to it in the recitals;
- (f) **Existing Quebec Licence** means the licence delivered to the Vendor by the Régie du bâtiment du Québec, pursuant to the *Builder's Act* (Quebec), and bearing number 8353-0295-53 as in existence as of the date of this Agreement;
- (g) **Indemnity Claims** has the meaning ascribed to it in Section 6.1;
- (h) **Interim Period** has the meaning ascribed to it in Section 2.2;
- (i) **New Quebec Licence** means the licence to be delivered to the Purchaser by the Régie du bâtiment du Québec pursuant to the *Builder's Act* (Quebec) and necessary for the lawful execution by the Purchaser of certain construction work (within the meaning of the *Builder's Act* (Quebec)) in the course of the normal operation of the Business, including, without limitation, in the performance of the Quebec Contracts;
- (j) **Purchaser** has the meaning ascribed to it in the recitals;
- (k) **Purchaser Services and Supplies** has the meaning ascribed to it in Section 3.1;
- (l) **Quebec Contracts** has the meaning ascribed to it in the recitals;
- (m) **Subsequent Monitor's Certificate** has the meaning ascribed to it in the Approval and Vesting Order;
- (n) **Transition Date** means the date on which the Purchaser delivers the Transition Date Notice;

- (o) **Transition Date Notice** means a written notice delivered by the Purchaser to the Vendor and the Monitor confirming that the Quebec Contracts are to be transferred and assigned to the Purchaser;
- (p) **Transition Expenses** means all out-of-pocket costs and expenses of the Vendor plus applicable taxes (including the reasonable fees and disbursements of its counsel) incurred in carrying out its obligations in respect of the Work;
- (q) **Vendor** has the meaning ascribed to it in the recitals; and
- (r) **Work** has the meaning ascribed to it in Section 2.3.

1.2 **Other Definitions**

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the APA.

1.3 **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. The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof.

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 2 - QUEBEC CONTRACTS AND TRANSITION WORK

2.1 **Vesting of Quebec Contracts**

The parties hereby agree that the Quebec Contracts will not vest in the Purchaser until the Monitor's delivery of the Subsequent Monitor's Certificate.

Upon the delivery to the Purchaser and the Vendor of the Subsequent Monitor's Certificate, all of the Vendor's rights, title and interest in and to the Quebec Contracts shall vest in the Purchaser free and clear of all Claims and Encumbrances (as such terms are defined in the Approval and Vesting Order) pursuant to and in accordance with the Approval and Vesting Order. For greater certainty, all Purchased Assets (including all Accounts Receivables) other than Quebec Contracts shall vest in the Purchaser, free and clear of all Claims and Encumbrances, at the time of the filing of the Monitor's Certificate.

2.2 **Negative Covenants**

Subject to the performance by the Purchaser of its obligations under Sections 2.4 and 3.1, from the date hereof to and including the Transition Date (such period being the **Interim Period**), the Vendor agrees to refrain from:

- (a) taking any positive action which would adversely affect the value of the Quebec Contracts ;
- (b) taking any positive action that may result in the suspension, cancellation or reduction in scope of the Existing Quebec License;

- (c) amending, altering, terminating, assigning, selling, transferring or otherwise disposing of, granting any lien, charge or other security upon or otherwise dealing with the Quebec Contracts, unless the Vendor has received written consent or instructions from the Purchaser to take such action; and
- (d) terminating or otherwise altering the terms of employment of Mr. Anthony Infantino, as a full-time manager and as the respondent of the Existing Quebec Licence, unless otherwise agreed by the Purchaser.

2.3 Transition Work

Subject to the performance by the Purchaser of its obligations under Sections 2.4 and 3.1, during the Interim Period, the Vendor will continue to perform the construction or restoration work for which the Existing Quebec Licence is required under the Quebec Contracts (the **Licenced Business**) in accordance with the Quebec Contracts (the **Work**) by using the Purchaser Services and Supplies.

2.4 Transition Expenses

The Purchaser agrees to pay all Transition Expenses incurred by the Vendor in the provision of the Work, and all costs of employment (and any associated employment benefits and employment taxes) of Mr. Anthony Infantino.

2.5 Payment and Conduct of Licenced Business During Interim Period

During the Interim Period, the Vendor shall:

- (a) preserve the confidentiality of any confidential or proprietary information of the Business or the Purchaser, other than as required by Applicable Law;
- (b) make available to the Purchaser the services and assistance of Mr. Anthony Infantino (unless he is no longer employed by the Vendor) for the purposes of the Purchaser obtaining a New Quebec Licence;
- (c) use its Commercially Reasonable Efforts to provide information requested by the regulator in order to maintain the existence of the Existing Quebec License;
- (d) promptly pay to the Purchaser any payments received by the Vendor from customers that relate to the Quebec Contracts; and
- (e) periodically report to the Purchaser and any consultant or agent appointed by it concerning material matters relating to the Licenced Business.

Section 3 - AGREEMENTS OF PURCHASER

3.1 Assistance and Cooperation of Purchaser

During the Interim Period, the Purchaser agrees that it will provide to the Vendor (the **Purchaser Services and Supplies**):

- (a) assistance and services of the former employees of the Vendor retained by the Purchaser;
- (b) access to and use of all facilities, office and storage space, personnel, vehicles, equipment, tools, administrative support, insurance coverage, records and systems relating to the Licenced Business;

- (c) assistance with payroll relating to the employment of Mr. Anthony Infantino, including making, on behalf of the Vendor, withholdings required by Applicable Law; and
- (d) all construction and restoration materials and supplies,

to the extent required for the performance of the Work and the conduct of the Licenced Business by the Vendor during the Interim Period.

3.2 Level of Service

The Purchaser agrees to provide the Purchaser Services and Supplies: (i) in accordance with the standards, practices and policies of the Vendor applicable to such activities in effect immediately prior to the Closing Date; (ii) in compliance with all Applicable Laws; (iii) with a reasonable degree of care, skill and diligence which will not be lower than the level of care, skill and diligence with which the Purchaser's employees performed any of the Work for the benefit of the Vendor prior to Closing; and in accordance with Commercially Reasonable Efforts.

3.3 New Quebec Licence

The Purchaser agrees to use Commercially Reasonable Efforts to promptly obtain the New Quebec Licence.

Section 4 - SECURITY

4.1 Security

As security for the obligations of the Vendor hereunder including without limitation its obligations to deliver the Quebec Contracts upon receipt of the Transition Date Notice, the Vendor shall grant the Purchaser a first-ranking security interest in, and a movable hypothec over, the Quebec Contracts together with all of the Vendor's right, title, benefits and interest in, to and under the Quebec Contracts, all accounts and monies payable or accruing due to the Vendor pursuant to or in connection with the Quebec Contracts or at any time derived from it, monies and other benefits otherwise held or accumulated in connection with the Quebec Contracts or for the purposes of the Quebec Contracts and all proceeds of the foregoing (it being specifically acknowledged by the Vendor that all Accounts Receivables relating to the Quebec Contracts are Purchased Assets and therefore owned by the Purchaser), which security shall be created and evidenced pursuant to the Approval and Vesting Order Contract. Notwithstanding section 5.1, the security interest and hypothec shall continue until all obligations of the Vendor hereunder shall have been discharged in full.

Section 5 - TERM AND TERMINATION

5.1 Term and Termination

Subject to Section 5.2, the term of this Agreement will commence on the date hereof and will continue until the earlier of:

- (a) the date on which the Purchaser delivers the Transition Date Notice to the Vendor and the Monitor and the Monitor delivers the Subsequent Monitor's Certificate;
- (b) upon notice by the Vendor to the Purchaser following any material breach by the Purchaser of the terms of this Agreement (it being agreed that any breach of Section 2.4 shall be considered material) which breach has not been cured within ten business days of notice of such breach having been provided by the Vendor to the Purchaser; and
- (c) August 31, 2016.

5.2 **Effect of Termination**

Upon termination of this Agreement in accordance with Section 5.1, the parties will be released from all further obligations to each other hereunder, with the exception of Sections 1, 2.4 and 6, which will survive such termination; provided however that the rights and obligations of the parties under Section 6.1 will continue in effect until the date that is one year after the date of such termination, at which time the parties will be released from all further obligations to each other under such Section. For greater certainty, termination of this Agreement shall not release any party from any liability arising as a result of a breach of this Agreement prior to such termination.

Section 6 - INDEMNITY

6.1 **Indemnity**

The Purchaser hereby indemnifies and saves harmless the Vendor, the Monitor and each of their securityholders, officers, employees, directors, Affiliates, partners, agents and advisors from and against all claims, demands, liabilities, debts, dues, actions, causes of actions, suits, proceedings, judgments, expenses and disbursements of any nature whatsoever (collectively, **Indemnity Claims**) arising from actions of the Vendor in its performance of the Work as contemplated in Section 2 hereof, save and except from any such Indemnity Claims arising solely from the Vendor's willful misconduct, bad faith or fraud; provided that the Indemnity Claims relate to the Work from and after the date of this Agreement and not to any prior conduct of the Vendor.

Section 7 - GENERAL

7.1 **Further Assurances**

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

7.2 **Limitation on Remedies**

Notwithstanding anything that may be expressed or implied in this Agreement or any document or instrument delivered in connection herewith, and notwithstanding the fact that the Vendor may be a partnership, by its acceptance of the benefits of this Agreement, the Purchaser acknowledges and agrees that, subject to the Purchaser's ability to enforce the charge granted in its favour pursuant to the Approval and Vesting Order, in no event shall the Purchaser have the right to seek, or seek or permit to be sought on its behalf or on behalf of any other Person, any recovery or remedy (whether in law or in equity), judgment or damages of any kind, including consequential, indirect, or punitive damages, from any officer, director, partner, control person, Affiliate, representative, agent or employee of the Vendor, or any direct or indirect holder of any equity interests or securities of the Vendor (collectively, the **Non-Recourse Parties**), in connection with this Agreement or the Work performed by the Vendor hereby. The Purchaser acknowledges and agrees that it has no right of recovery against, and no personal liability shall attach to, in each case with respect to damages or any other recovery, any Person, whether by or through attempted piercing of the corporate or limited partnership veil, by or through a claim by or on behalf of the Purchaser against the Vendor or any other Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable law, or otherwise.

7.3 **Notice**

Any notice or other communication under this Agreement shall be in writing and may be delivered personally or transmitted by fax, with confirmation, or e-mail, with read receipt, addressed

(a) in the case of the Vendor, as follows:

FirstOnSite Restoration L.P.
c/o Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Brian Pukier
E-mail: bpukier@stikeman.com

with copies to the Monitor (as set out below in the address for notice to the Monitor) and to Stikeman Elliott LLP

(b) and in the case of the Monitor, as follows:

FTI Consulting Canada Inc.

TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario M5K 1G8

Attention: Paul Bishop
E-mail: paul.bishop@fticonsulting.com

with a copy to:

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

Attention: Rob Chadwick
E-mail: rchadwick@goodmans.ca

(c) and 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
E-mail: mconstantino@deloscap.com

with a copy to Goodwin Procter LLP:

Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue

New York, NY 10018

Attention: Chistian Nugent
Liam Timoney
E-mail: cnugent@goodwinprocter.com
ltimoney@goodwinprocter.com

and an additional copy to Norton Rose Fulbright Canada LLP:

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

Attention: Virginie Gauthier
E-mail: virginie.gauthier@nortonrosefulbright.com

Any such notice or other communication, if given by personal delivery, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by fax or e-mail 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 fax or e-mail 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.

7.4 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 parties hereto or by their respective solicitors.

7.5 Currency

Except where otherwise indicated, all references herein to money amounts are in Canadian currency.

7.6 Benefit of Agreement; Assignment

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned without the prior written consent of the other parties hereto, except that the parties acknowledge and agree that a trustee in bankruptcy of the Vendor will be entitled to assert the rights of the Vendor hereunder provided that it agrees to perform the obligations of the Vendor hereunder.

7.7 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations and understandings. This Agreement may not be amended or modified in any respect except by written instrument executed by the parties.

7.8 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 the Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

7.9 Severability

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provisions validity or enforceability in any other jurisdiction.

7.10 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.

7.11 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 intentionally left blank]

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IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first above written.

VENDOR

**FIRSTONSITE RESTORATION LP
by its general partner, FIRSTONSITE G.P. INC.**

Per: _____

Name:

Title:

PURCHASER

3297167 NOVA SCOTIA LIMITED

Per: _____

Name:

Title:

[Signature Page – Transition Agreement]

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SCHEDULE "A"
SEE ATTACHED

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

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

Applicant

AMENDED AND RESTATED APPROVAL AND VESTING ORDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule A - Form of Monitor's Certificate

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

Applicant

MONITOR'S CERTIFICATE

RECITALS

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

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

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

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

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

THE MONITOR CERTIFIES the following:

1. The Vendors and the Purchaser have each delivered written notice to the Monitor that all applicable conditions under the Sale Agreement have been satisfied and/or waived, as applicable.

2. The Monitor has received that portion of the Closing Cash Payment to be delivered to it in accordance with Section 3.2(b) of the Sale Agreement.

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

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

Per: _____

Name:

Title:

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

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

Secured Party	Jurisdiction of Personal Property Registration									
	Alberta Reg. No.	BC Reg. No.	Manitoba Reg. No.	NB Reg. No.	Nova Scotia Reg. No.	Ontario Reg. No.	PEI Reg. No.	Quebec Reg. No.	Sask. Reg. No.	Nfl. Reg. No.
Torquest Partners Fund II, L.P.	10122318161	926057F (with renewal #593659G and #244785H)	201021420102	19617349	17547563	201012231124 15904247	2597513		300670830	
2123101 Ontario Inc.	10122318199	926059F (with amendment #593492G, and renewal #593654G and #244807H)	201021420307	19617398	17547589	201012231126 15904248 (with amendment #201202171159 15906405, and renewal #201202171451 15906436 and #201303191044 15907241)	2597522		300670832	
1347605 Ontario Ltd	10122318232	926071F (with renewal #593662G)	201021420900	19617406	17547613	201012231131 15904251 (with renewal #201202171451 15906435)	2597531		300670833	
Edenvale Restoration Specialists Ltd.	10122318310	926073F	201021421303	19617414	17547639	201012231132 15904252	2597540		300670835	
Boulanger, Andrew, William	10122318411	926076F	201021424205	19617422	17547670	201012231138 15904256	2597559		300670837	
2149530 Ontario Ltd.	10122318566	926078F	201021425104	19617430	17547704	201012231138 15904257	2597568		300670838	
2976367 Manitoba Ltd.	10122318624	926082F	201021425503	19617455	17547746	201012231138 15904258	2597577		300670839	
330214 Ontario Inc.	10122318689	926085F	201021426003	19617463	17547753	201012231139 15904259	2597586		300670840	

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

Secured Party	Jurisdiction of Personal Property Registration									
	Alberta Reg. No.	BC Reg. No.	Manitoba Reg. No.	NB Reg. No.	Nova Scotia Reg. No.	Ontario Reg. No.	PEI Reg. No.	Quebec Reg. No.	Sask. Reg. No.	Nfld. Reg. No.
Wells Fargo Capital Finance Corporation Canada, As Agent	1411121 6898	282633I	20142144 9703	2515308 1	2357187 0	20141112 1103 1862 4890 and 20141112 1106 1862 4893	3555272	14- 1078395- 0001	301268 160	124679 65
Business Development Bank Of Canada	1411122 7954	283397I	2014214834 05	2515442 8	2357346 2	20141112 1420 1793 0277 and 20141113 1648 1793 0324	3555496	14- 1079832- 0001	301268 347	12469 060
BDC Capital Inc.	1411122 8010	283394I	2014214835 02	2515443 6	2357349 6	20141112 1423 1793 0279 and 20141113 1650 1793 0325	3555511	14- 1080142- 0002	301268 348	12469 078
Bank Of Montreal, As Agent						20070125 0952 1590 8846 (with amendment #20070216 1317 1590 0120 and #20071219 1005 1590 5550 and #20141126 1002 1590 4545) and renewal #20130926 1704 1462 9640)				
A.F. MacPhee Holdings Limited				2020922 7	1818495 2 1818493 7					
MacPhee Pontiac Buick GMC Ltd							2654862 3649966			
De Lage Landen Financial Services Canada Inc.						20110915 1054 1529 2934				
Toshiba Finance									300594820	
National Leasing Group Inc.						20130416 1542 6005 6632				

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

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

Schedule C – Form of Subsequent Monitor’s Certificate

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

Applicant

SUBSEQUENT MONITOR’S CERTIFICATE

RECITALS

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

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

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

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

THE MONITOR CERTIFIES the following:

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

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

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

Per: _____

Name:

Title:

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

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

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

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

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

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**MOTION RECORD
(Returnable June 1, 2016)**

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