

**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 ROBERTS COMPANY CANADA LIMITED**

Applicant

**MOTION RECORD
(Returnable October 26, 2020)**

Volume 2 of 2

October 20, 2020

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**SERVICE LIST
(as of October 20, 2020)**

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**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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AFFIDAVIT OF RAVI WILLIAMS-SINGH SWORN
THE 20TH DAY OF OCTOBER, 2020**



A Commissioner for taking affidavits, etc.

Court File No.: CV-20-00643158-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM

)

TUESDAY, THE 28TH

JUSTICE GILMORE

)

DAY OF JULY, 2020

)

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 ROBERTS COMPANY CANADA
 LIMITED

(the "Applicant")



CLAIMS PROCEDURE ORDER

THIS MOTION made by the Applicant, for an Order establishing a claims procedure pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "CCAA"), for the identification, quantification and resolution of claims of certain creditors of the Applicant and the Applicant's directors and officers, was heard this day by way of video-conference due to the COVID-19 crisis.

ON READING the Notice of Motion of the Applicant, the affidavit of Ravi Williams-Singh sworn July 23, 2020 and the exhibits thereto, the second report of Richter Advisory Group Inc. ("**Richter**") in its capacity as monitor (the "**Monitor**") of the Applicant dated July 23, 2020, and on hearing the submissions of counsel for the Applicant, the Monitor, Bank of America, N.A., as Agent under the Fourth Amended and Restated Loan Agreement, dated as of January 31, 2017 and such other parties as were present, no one else appearing although duly served as appears from the affidavit of service of Danish Afroz sworn July 23, 2020:

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that, for the purposes of this order (the “**Claims Procedure Order**”), in addition to the terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) “**Affiliate**” means, in relation to a party, a body corporate:
 - (i) which is directly or indirectly controlled by such party; or
 - (ii) which directly or indirectly controls such party; or
 - (iii) which is, directly or indirectly, controlled by a body corporate that also, directly or indirectly controls such party.

For the purpose of this definition, “**control**” of a body corporate means the direct or indirect power to direct, administer and dictate policies or management of such body corporate, it being understood and agreed that control of a body corporate can be exercised without direct or indirect ownership of fifty percent (50%) or more of its voting shares, provided always that the ownership of the right to exercise fifty percent (50%) or more of the voting rights of a given body corporate shall be deemed to be effective control hereunder;

- (b) “**Assessments**” means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of reassessment, notice of objection, notice of appeal, audit, investigation, demand or similar request from any taxation authority;

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- (c) **“Business Day”** means a day, other than a Saturday, Sunday or statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (d) **“Calendar Day”** means a day, including Saturday, Sunday or any statutory holiday in the Province of Ontario, Canada;
- (e) **“CCAA Proceedings”** means the within proceedings commenced by the Applicant in this Court under Court File No.: CV-20-00643158-00CL;
- (f) **“CCAA Termination Order”** means any order granted and issued by the Court in respect of the Applicant terminating the CCAA Proceedings, as the same may be amended, supplemented or restated from time to time in accordance with its terms;
- (g) **“Claim”** means:
 - (i) any right or claim of any Person against the Applicant, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), in existence on the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole

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or in part on facts that existed prior to the Filing Date and any other claims that would have been claims provable in bankruptcy had the Applicant become bankrupt on the Filing Date, including for greater certainty any claim against the Applicant for indemnification by any Director or Officer in respect of a Director/Officer Claim (but excluding any such claim for indemnification that is covered by the Directors' Charge (as defined in the Initial Order)), in each case, where such monies remain unpaid as of the date hereof (each, a **"Prefiling Claim"**, and collectively, the **"Prefiling Claims"**);

- (ii) any right or claim of any Person against the Applicant in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Applicant to such Person arising out of the restructuring, disclaimer, rescission, termination or breach by the Applicant on or after the Filing Date of any contract, lease or other agreement or arrangement whether written or oral (each, a **"Restructuring Period Claim"**, and collectively, the **"Restructuring Period Claims"**); and
- (iii) any existing or future right or claim of any Person against one or more of the Directors and/or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a **"Director/Officer Claim"**, and collectively, the **"Director/Officer Claims"**),

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including any Claim arising through subrogation against the Applicant or any Director or Officer, provided however, that in any case "Claim" shall not include an Excluded Claim;

- (h) **"Claimant"** means any Person having or asserting a Claim and/or an Employee Restructuring Claim;
- (i) **"Claims Bar Date"** means 5:00 p.m. (Eastern Standard Time) on September 14, 2020, or such later date as may be ordered by the Court;
- (j) **"Claims Package"** means a document package that contains a copy of the Instruction Letter, the Notice Letter, a Notice of Dispute of Revision or Disallowance, a Proof of Claim, a Notice of Employee Restructuring Claim (solely in respect of a document package delivered to a Claimant having an Employee Restructuring Claim) and such other materials as the Monitor and the Applicant may consider appropriate or desirable;
- (k) **"Claims Procedure"** means the procedures outlined in this Claims Procedure Order in connection with the identification, quantification and resolution of Claims, including Prefiling Claims, Restructuring Period Claims, Director/Officer Claims and Employee Restructuring Claims, as amended or supplemented by further order of the Court;
- (l) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (m) **"D&O Indemnity Claim"** means any existing or future right of any Director or Officer against the Applicant which arose or arises as a result of any Person filing a Proof of Claim in respect of such Director or Officer for which such Director or Officer is entitled to be indemnified by the Applicant;
- (n) **"Directors"** means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or a *de facto* director of the Applicant, and **"Director"** means any of them;

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- (o) **“Disputed Claim”** means a Claim that is validly disputed in accordance with this Claims Procedure Order and which remains subject to adjudication in accordance with this Claims Procedure Order;
- (p) **“Employee”** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a current or former employee of the Applicant whether on a full-time, part-time or temporary basis, other than a Director or Officer, including any individuals on disability leave, parental leave or other absence;
- (q) **“Employee Restructuring Claim”** means the Claim of any Employee for vacation, termination, severance pay, wages, commissions, or other remuneration, arising as result of the termination of employment of such Employee by the Applicant prior to the Filing Date or during the CCAA Proceedings to and including the date of the CCAA Termination Order;
- (r) **“Employee Restructuring Claims Bar Date”** means, in respect of an Employee Restructuring Claim, the later of (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern Standard Time) on the date that is ten (10) Business Days after the date on which the Monitor sends a Claims Package including a Notice of Employee Restructuring Claim to a Claimant having an Employee Restructuring Claim;
- (s) **“Excluded Claim”** means:
 - (i) any Claim secured by any of the Charges (as defined in the Initial Order);
 - (ii) any intercompany claims, including any Claims of an Affiliate of the Applicant against the Applicant;
 - (iii) any Claim of Bank of America, N.A., including any Claim of Bank of America, N.A., as Agent under the Fourth Amended and Restated Loan Agreement, dated as of January 31, 2017 (as amended, supplemented and otherwise modified from time to time) (the **“ABL Credit Agreement”**) or the ABL Forbearance Agreement dated as of June 26, 2020 (as amended,

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restated or otherwise modified from time to time) (the “**ABL Forbearance Agreement**”), and any Claim of any other Lender or Agent from time to time under the ABL Credit Agreement or the ABL Forbearance Agreement;

- (iv) any claim enumerated in sections 5.1(2) and 19(2) of the CCAA; and
- (v) for greater certainty, shall include any Excluded Claim arising through subrogation;
- (t) “**Filing Date**” means June 29, 2020;
- (u) “**Initial Order**” means the Initial Order of the Court dated June 29, 2020, as amended, restated or varied pursuant to the Amended and Restated Initial Order of the Court dated July 8, 2020, and as further amended, restated or varied from time to time;
- (v) “**Instruction Letter**” means the instruction letter to Claimants, in substantially the form attached as Schedule “A” hereto;
- (w) “**Known Claimants**” means with respect to the Applicant or any of its Directors or Officers:
 - (i) any Person that the books and records of the Applicant disclose were owed monies by the Applicant as of the Filing Date, where such monies remain unpaid in full or in part as of the date hereof;
 - (ii) any Person who commenced a legal proceeding against the Applicant or one or more Directors or Officers in respect of a Claim, which legal proceeding was commenced and served prior to the Filing Date; and
 - (iii) any other Person of whom the Applicant has knowledge as at the date of this Claims Procedure Order, as being owed monies by the Applicant, and for whom the Applicant has a current address or other contact information;

- (x) “**Meeting**” means a meeting of the Claimants of the Applicant called for the purpose of considering and voting in respect of a Plan, if any;
- (y) “**Monitor**” has the meaning set out in the recitals hereto;
- (z) “**Monitor’s Website**” means the website maintained by Richter at <https://www.richter.ca/insolvencycase/roberts-company-canada-limited/>;
- (aa) “**Notice of Dispute of Revision or Disallowance**” means a notice in substantially the form attached hereto as Schedule “F”, which may be delivered by a Claimant who received a Notice of Revision or Disallowance or Notice of Employee Restructuring Claim disputing such Notice of Revision or Disallowance or a Notice of Employee Restructuring Claim, as applicable;
- (bb) “**Notice of Employee Restructuring Claim**” means a notice in substantially the form attached hereto as Schedule “D”, which may be delivered by the Monitor to a Claimant with an Employee Restructuring Claim for voting and/or distribution purposes;
- (cc) “**Notice of Revision or Disallowance**” means the notice, substantially in the form attached hereto as Schedule “E”, which may be delivered by the Monitor to a Claimant revising or disallowing, in part or in whole, a Claim submitted by such Claimant for voting and/or distribution purposes;
- (dd) “**Notice Letter**” means the notice to Claimants for publication substantially in the form attached hereto as Schedule “B”;
- (ee) “**Officers**” means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of the Applicant, and “**Officer**” means any one of them;
- (ff) “**Person**” means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other corporate, executive, legislative, judicial, regulatory or administrative entity howsoever designated or constituted, including,

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without limitation, any present or former shareholder, supplier, customer, employee, agent, client, contractor, lender, lessor, landlord, sub-landlord, tenant, sub-tenant, licensor, licensee, partner or advisor;

- (gg) **“Plan”** means any plan of compromise or arrangement or plan of reorganization filed by or in respect of the Applicant, as may be amended, supplemented or restated from time to time in accordance with the terms thereof;
- (hh) **“Proof of Claim”** means a proof of claim form in substantially the form attached hereto as Schedule “C”, and which when filed by any Claimant in connection with a Claim shall include all supporting documentation in respect of such Claim;
- (ii) **“Restructuring Period Claims Bar Date”** means, in respect of a Restructuring Period Claim, the later of (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern Standard Time) on the date that is ten (10) Business Days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim to a Claimant;
- (jj) **“Service List”** means the service list maintained by the Monitor in respect of the CCAA Proceedings; and
- (kk) **“WEPPA”** means the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1.

INTERPRETATION

3. **THIS COURT ORDERS** that all references to time herein shall mean Eastern Standard time and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein. Any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the Claims Procedure and the forms attached as schedules to this Claims Procedure Order are hereby approved and, if determined to be advisable by the Monitor, arrangements shall be made for French language translations of such forms. Notwithstanding the foregoing, the Applicant with the consent of the Monitor may, from time to time, make non-substantive changes to the forms as the Applicant may consider necessary or desirable, including the Instruction Letter, Notice Letter, Notice of Revision or Disallowance, Proof of Claim, Notice of Dispute of Revision or Disallowance and Notice of Employee Restructuring Claim.

7. **THIS COURT ORDERS** that the Monitor, in consultation with the Applicant and the Directors and Officers, as applicable, is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of the Claims Procedure Order as to the completion, execution and submission of such forms (in consultation with the Applicant and the applicable Directors and Officers in respect of any Director/Officer Claim) may request any further documentation from a Claimant that the Monitor (in consultation with the Applicant and the applicable Directors and Officers in respect of any Director/Officer Claim) may require to enable them to determine the validity, classification and/or the amount of a Claim.

8. **THIS COURT ORDERS** that all Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect at the Filing Date.

9. **THIS COURT ORDERS** that the amounts claimed in any Assessment, regardless of when the Assessment is issued, shall be subject to the Claims Procedure Order and there shall be no presumption of validity or deeming of the amount due in respect of amounts claimed in any Assessment.

10. **THIS COURT ORDERS** that copies of all forms delivered hereunder, as applicable, shall be maintained by the Monitor. The Monitor shall promptly provide copies of any Proof of Claim

and Notices of Dispute of Revision or Disallowance received by the Monitor in connection with the Claims Procedure to counsel for the Applicant, Bennett Jones LLP.

ROLE OF THE MONITOR

11. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other orders of the Court in the CCAA Proceedings, is hereby authorized, directed and empowered to implement the Claims Procedure provided for herein and to take such other actions and fulfill such other roles as are contemplated by the Claims Procedure Order or incidental thereto.

12. **THIS COURT ORDERS** that the Monitor (a) shall have all the protections afforded to it by the CCAA, the Claims Procedure Order, the Initial Order, and any other orders of the Court in the CCAA Proceedings, or as an officer of the Court, including the stay of proceedings in its favour provided pursuant to the Initial Order; (b) shall incur no liability or obligation as a result of carrying out the provisions of this Claims Procedure Order, including in respect of its exercise of discretion as to the completion, execution or time of delivery of any documents to be delivered hereunder, other than in respect of gross negligence or wilful misconduct; (c) shall be entitled to rely on the books and records of the Applicant and any information provided by the Applicant, all without independent investigation; and (d) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any Claimant, except to the extent that the Monitor has acted with gross negligence or wilful misconduct.

13. **THIS COURT ORDERS** that the Applicant, the Directors, the Officers and their respective employees, agents and representatives and any other Person given notice of this Claims Procedure Order shall fully cooperate with the Monitor in the exercise of its powers and the discharge of its duties and obligations under this Claims Procedure Order.

NOTICE TO CLAIMANTS

14. **THIS COURT ORDERS** that:

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- (a) the Monitor shall, not later than five (5) Business Days following the granting of the Claims Procedure Order, deliver on behalf of the Applicant to each of the Known Claimants (other than each Employee with a known Employee Restructuring Claim, who shall receive a Claims Package in accordance with paragraph 17 of this Claims Procedure Order) a copy of the Claims Package;
- (b) the Monitor shall cause the Notice Letter to be published once in *The Globe and Mail* (National Edition) as soon as practicable after the date of this Claims Procedure Order;
- (c) the Monitor shall post a copy of this Claims Procedure Order, the Applicant's Motion Record in respect of this Claims Procedure Order, and the Claims Package on the Monitor's Website as soon as practicable after the date of this Claims Procedure Order;
- (d) the Monitor shall deliver, as soon as reasonably possible following receipt of a request therefor, a copy of the Claims Package to any Person claiming to be a Claimant and requesting such material in writing; and
- (e) any notices of disclaimer or resiliation delivered to Claimants by the Applicant or the Monitor after the date of this Claims Procedure Order shall be accompanied by a Claims Package and upon becoming aware of any other circumstance giving rise to a Restructuring Period Claim or an Employee Restructuring Claim, the Monitor shall send a Claims Package to the Claimant or may direct the Claimant to the documents posted on the Monitor's Website in respect of such Restructuring Period Claim or Employee Restructuring Claim.

15. **THIS COURT ORDERS** that the Monitor shall be entitled to rely on the accuracy and completeness of the information obtained from the books and records of the Applicant regarding the Known Claimants and the Claimants having Employee Restructuring Claims. For greater certainty, the Monitor shall have no liability in respect of the information provided to it or otherwise obtained by it regarding the Known Claimants and the Claimants having Employee

Restructuring Claims and shall not be required to conduct any independent inquiry and investigation with respect to that information.

CLAIMS PROCEDURE FOR CLAIMANTS

A. Proofs of Claim

16. **THIS COURT ORDERS** that subject to paragraphs 17 to 22 below, to be effective, every Claimant asserting any Claim other than an Employee Restructuring Claim against the Applicant, the Directors or the Officers or any of them shall set out its aggregate Claim in a Proof of Claim, including supporting documentation, and deliver that Proof of Claim to the Monitor so that it is actually received by the Monitor by no later than: (i) in the event such Claim is a Prefiling Claim or Director/Officer Claim, the Claims Bar Date; or (ii) in the event such Claim is a Restructuring Period Claim, the Restructuring Period Claims Bar Date.

B. Employee Restructuring Claims

17. **THIS COURT ORDERS** that the Monitor shall, in consultation with the Applicant, deliver a Claims Package containing a Notice of Employee Restructuring Claim setting out the classification, nature and amount of such Claimant's Employee Restructuring Claim, as determined by the Applicant, in consultation with the Monitor, based on the books and records of the Applicant: (i) not later than five (5) Business Days following the granting of this Claims Procedure Order, to each Claimant that is known by the Applicant and the Monitor to have an Employee Restructuring Claim as at the date of this Claims Procedure Order; and (ii) in respect of any Claimant that has an Employee Restructuring Claim arising on or after the date of this Claims Procedure Order to and until the CCAA Termination Order, as soon as reasonably practicable and not later than ten (10) Business Days following the date on which such Employee Restructuring Claim arises.

18. **THIS COURT ORDERS** that any Claimant who does not dispute the classification, nature or amount of their Employee Restructuring Claim as set forth in the Notice of Employee Restructuring Claim delivered to such Claimant is not required to take any further action and the Employee Restructuring Claim of such Claimant shall be deemed to be of such classification,

nature and amount as set forth in the Notice of Employee Restructuring Claim for voting and/or distribution purposes.

19. **THIS COURT ORDERS** that any Claimant who wishes to dispute the classification, nature and/or amount of their Employee Restructuring Claim as set forth in the Notice of Employee Restructuring Claim delivered to such Claimant shall be required to deliver a Notice of Dispute of Revision or Disallowance to the Monitor so that it is actually received by the Monitor by no later than the Employee Restructuring Claims Bar Date.

20. **THIS COURT ORDERS** that any Claimant who receives a Notice of Employee Restructuring Claim and wishes to assert a Claim other than an Employee Restructuring Claim, against the Applicant, the Directors or the Officers, or any of them, shall be required to deliver a Proof of Claim to the Monitor in respect of such other Claim(s), so that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where such Claim is a Prefiling Claim or Director/Officer Claim; or (ii) Restructuring Period Claims Bar Date where such Claim is a Restructuring Period Claim.

21. **THIS COURT ORDERS** that any Claimant that does not deliver a Notice of Dispute of Revision or Disallowance in respect of a Notice of Employee Restructuring Claim by the Employee Restructuring Claims Bar Date, shall be forever barred from disputing the classification, nature and/or amount of the Employee Restructuring Claim set forth in the Notice of Employee Restructuring Claim, and any Employee Restructuring Claim or Claim of a different classification or nature or in excess of the amount specified in the Notice of Employee Restructuring Claim, shall be forever barred and extinguished.

22. **THIS COURT ORDERS** that, notwithstanding anything contained in this Claims Procedure Order and given that the Applicant is not subject to a bankruptcy or receivership proceeding at this time, any Claimant that does not deliver a Notice of Dispute of Revision or Disallowance in connection with a Notice of Employee Restructuring Claim, shall not be barred from claiming additional amounts from Her Majesty in right of Canada or the Minister of National Revenue in respect of his or her entitlement to any future amounts claimable under WEPPA (a "WEPPA Claim") should WEPPA apply, provided that in no circumstances shall any Person

other than Her Majesty in right of Canada or the Minister of National Revenue have any liability whatsoever for any WEPPA Claim.

23. **THIS COURT ORDERS** that for greater certainty, any Employee who wishes to file a Claim and does not receive a Claims Package or Notice of Employee Restructuring Claim by the date that is ten (10) Business Days prior to the Claims Bar Date, should immediately contact the Monitor and request a Claims Package pursuant to paragraph 14(d) of this Claims Procedure Order and file a Proof of Claim in respect of such Claim so that it is actually received by the Monitor by no later than: (i) the Claims Bar Date where such Claim is a Prefiling Claim or Director/Officer Claim; or (ii) the Restructuring Period Claims Bar Date where such Claim is a Restructuring Period Claim.

C. Adjudication of Claims Against the Applicant

24. **THIS COURT ORDERS** that subject to paragraphs 17 to 22 of this Claims Procedure Order, the Monitor, with the assistance of the Applicant, shall review all Proofs of Claims received by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, and shall accept, revise or disallow the classification, nature and/or amount of each Claim against the Applicant therein. The Monitor shall notify each Claimant who has delivered a Proof of Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, as to whether such Claimant's Claim against the Applicant as set out therein has been revised or disallowed, in whole or in part, by sending a Notice of Revision or Disallowance. The reasons for any revision or disallowance of a Claim, whether in whole or in part, shall be included in such Notice of Revision or Disallowance.

25. **THIS COURT ORDERS** that any Claimant who wishes to dispute a Notice of Revision or Disallowance sent pursuant to paragraph 24 of this Claims Procedure Order shall deliver a Notice of Dispute of Revision or Disallowance by no later than 5:00 p.m. on the date that is fourteen (14) Calendar Days after the date the Monitor sends the Notice of Revision or Disallowance to the applicable Claimant.

26. **THIS COURT ORDERS** that where a Claimant that receives a Notice of Revision or Disallowance pursuant to paragraph 24 of this Claims Procedure Order does not file a Notice of

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Dispute of Revision or Disallowance by the time set out in paragraph 25 herein, the classification, nature and amount of such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and any and all of the Claimant's rights to dispute the classification, amount and/or nature of the Claim(s) set out in the Notice of Revision or Disallowance or to otherwise assert or pursue the Claim(s) in an amount that exceeds the amount set forth in the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.

D. Resolution of Claims Against the Applicant

27. **THIS COURT ORDERS** that the Monitor, in consultation with the Applicant, shall review all Notices of Dispute of Revision or Disallowance (including those in respect of an Employee Restructuring Claim). In the event that the Monitor, with the assistance of the Applicant, is unable to resolve a dispute regarding any Disputed Claim (other than in respect of a Director/Officer Claim) with a Claimant within a period or in a manner satisfactory to the Monitor, in consultation with the Applicant, the Monitor shall so notify the Applicant and the Claimant. Thereafter, the Monitor shall refer the Disputed Claim to the Court or to such alternative dispute resolution as may be ordered by the Court or agreed to by the Monitor, the Applicant and the applicable Claimant. The Court or the Person or Persons conducting the alternative dispute resolution proceeding, as the case may be, shall resolve the dispute.

E. Adjudication of Director/Officer Claims

28. **THIS COURT ORDERS** that, for greater certainty, the procedures in paragraphs 24 to 27 of this Claims Procedure Order shall not apply to the adjudication or the resolution of Director/Officer Claims.

29. **THIS COURT ORDERS** that if a Person does not file a Proof of Claim with the Monitor such that it is received by the Monitor by the Claims Bar Date with respect to a Director/Officer Claim, any and all such Director/Officer Claims of such Person shall be forever extinguished and barred without any further act or notification and irrespective of whether such Person received a Claims Package, and the Directors and Officers shall have no liability whatsoever in respect of such Director/Officer Claims.

30. **THIS COURT ORDERS** that the Monitor shall forthwith provide the relevant Director or Officer (and his or her counsel, if known to the Monitor) with a copy of any Proofs of Claim received in respect of Director/Officer Claims.

31. **THIS COURT ORDERS** that the Monitor, in consultation with the Applicant and the relevant Director or Officer, shall review all Proofs of Claim received by the Claims Bar Date in respect of Director/Officer Claims and shall accept, revise or disallow the classification, nature and/or amount of each Director/Officer Claim set out therein in whole or in part (which acceptance, revision or disallowance shall require the consent of the applicable Director or Officer). The Monitor, with the consent of the Applicant, shall notify each Claimant who has delivered a Proof of Claim by the Claims Bar Date in respect of Director/Officer Claims as to whether such Person's Claim as set out therein has been revised or disallowed and the reasons therefor by sending a Notice of Revision or Disallowance to such Claimant. The Monitor shall provide a copy of such Notice of Revision or Disallowance to the Director or Officer (and his or her counsel, if known to the Monitor) subject to a Director/Officer Claim.

32. **THIS COURT ORDERS** that any Claimant who wishes to dispute a Notice of Revision or Disallowance sent pursuant to paragraph 31 of this Claims Procedure Order shall deliver a Notice of Dispute of Revision or Disallowance to the Monitor such that it is received by the Monitor by no later than 5:00 p.m. on the date that is fourteen (14) Calendar Days after the date the Monitor sent the applicable Claimant the Notice of Revision or Disallowance. The Monitor shall provide a copy of such Notice of Dispute of Revision or Disallowance to the Director or Officer (and his or her counsel, if known to the Monitor) subject to the applicable Director/Officer Claim upon the receipt of such Notice of Dispute of Revision or Disallowance.

33. **THIS COURT ORDERS** that if a Claimant who receives a Notice of Revision or Disallowance pursuant to paragraph 31 of this Claims Procedure Order does not file a Notice of Dispute of Revision or Disallowance by the deadline set out in paragraph 32 herein, the classification, nature and amount of such Claimant's Director/Officer Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and any and all of such Claimant's rights to dispute the Director/Officer Claim(s) as classified and valued in the Notice of Revision or Disallowance or to otherwise assert or pursue such Director/Officer Claim(s) in an amount that

exceeds the amount set forth in the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.

F. Resolution of Director/Officer Claims

34. **THIS COURT ORDERS** that in the event that the Monitor, in consultation with the Applicant, determines that it is necessary to finally determine the amount of a Director/Officer Claim and the Monitor, in consultation with the Applicant and with the consent of the applicable Directors and Officers, is unable to resolve a dispute regarding such Director/Officer Claim with the Claimant asserting such Director/Officer Claim within a period or in a manner satisfactory to the Monitor, in consultation with the Applicant and with the consent of the applicable Directors and Officers, the Monitor shall notify the Applicant, the applicable Directors and Officers and such Claimant. Thereafter, the Monitor shall refer the Disputed Claim to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as agreed to by the Monitor, the Applicant, the relevant Director(s) and/or Officer(s) and the applicable Claimant. The Court or the Person or Persons conducting the alternative dispute resolution proceeding, as the case may be, shall resolve the dispute.

G. D&O Indemnity Claims

35. **THIS COURT ORDERS** that to the extent that any Director/Officer Claim is filed in accordance with this Claims Procedure or an Employee Restructuring Claim includes a Director/Officer Claim, a corresponding D&O Indemnity Claim shall be deemed to have been filed in respect of each Director/Officer Claim prior to the Claims Bar Date and/or the Employee Restructuring Claims Bar Date, as applicable. For the avoidance of doubt, Directors and Officers shall not be required take any action or to file a Proof of Claim in respect of such D&O Indemnity Claim.

CLAIMS BARRED

36. **THIS COURT ORDERS** that, subject to paragraphs 17 to 22, any Person that does not deliver a Proof of Claim in respect of a Claim in the manner required by this Claims Procedure Order so that it is actually received by the Monitor on or before the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable:

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- (a) shall not be entitled to attend or vote at a Meeting in respect of such Claim;
- (b) shall not be entitled to receive any distribution in respect of such Claim pursuant to a Plan or otherwise;
- (c) shall not be entitled to any further notice in the CCAA Proceedings (unless it has otherwise sought to be included on the Service List); and
- (d) shall be and is hereby forever barred from making or enforcing such Claim against the Applicant, the Directors or the Officers or any of them, and such Claim shall be and is hereby extinguished without any further act or notification.

EXCLUDED CLAIMS

37. **THIS COURT ORDERS** that, for greater certainty, Persons holding an Excluded Claim shall not be required to file a Proof of Claim in respect of such Excluded Claim, and such Person shall be unaffected by this Claims Procedure Order in respect of such Excluded Claim.

SET-OFF

38. **THIS COURT ORDERS** that the Applicant may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made pursuant to a Plan to any Claimant, any claims of any nature whatsoever that the Applicant may have against such Claimant. However, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Applicant of any such claim that the Applicant may have against such Claimant.

NOTICE OF TRANSFEREES

39. **THIS COURT ORDERS** that if the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Applicant shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing to the assignee or transferee and the assignor or transferor, and thereafter such transferee or assignee

shall for the purposes hereof constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to receiving written confirmation by the Monitor acknowledging such assignment or transfer. After the Monitor has delivered a written confirmation acknowledging the notice of the transfer or assignment of a Claim, the Applicant and the Monitor shall thereafter be required only to deal with the transferee or assignee and not the original holder of the Claim. A transferee or assignee of a Claim takes the Claim subject to any defences and rights of set-off to which the Applicant may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Applicant. Reference to transfer in this Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.

40. **THIS COURT ORDERS** that if a Claimant or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the Monitor as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Applicant and the Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim, provided such Claimant may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant or in accordance with the provisions of this Claims Procedure Order.

SERVICE AND NOTICE

41. **THIS COURT ORDERS** that the Applicant and the Monitor may, unless otherwise specified by this Claims Procedure Order, serve and deliver or cause to be served and delivered the Claims Package, and any letters, notices or other documents to the appropriate Claimants or

any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons or their counsel at the physical or electronic address, as applicable, last shown on the books and records of the Applicant or set out in such Claimant's Proof of Claim or Notice of Dispute of Revision or Disallowance, if one has been filed. Any such service and delivery shall be deemed to have been received: (a) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario) and the tenth Business Day after mailing internationally; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

42. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Claimant to the Monitor or the Applicant under this Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this Claims Procedure Order and will be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

If to the Monitor:

Richter Advisory Group Inc. as Monitor of Roberts Company Canada Limited
181 Bay St., Suite 3510
Bay Wellington Tower
Toronto, Ontario M5J 2T3

Phone: 1-866-585-9751
Fax: (514) 934-8603
E-mail: rccl@richter.ca

If to the Applicant:

Attention: Adam Morgan
Email: amorgan@qep.com

With a Copy to:
Bennett Jones LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario, M5X 1A4

Attention: Raj Sahni and Danish Afroz
Fax: (416) 863-1716
Email: sahnir@bennettjones.com; afrozd@bennettjones.com

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, the next Business Day.

43. **THIS COURT ORDERS** that the posting of materials on the Monitor's Website pursuant to paragraph 14(c), the publication of the Notice Letter and the mailing of the Claims Packages as set out in this Claims Procedure Order shall constitute good and sufficient notice to Claimants of the Claims Bar Date, the Restructuring Period Claims Bar Date, the Employee Restructuring Claims Bar Date and the other deadlines and procedures set forth herein, and that no other form of notice or service need be given or made on any Person, and no other document or material need be served on any Person in respect of the Claims Procedure.

44. **THIS COURT ORDERS** that if during any period in which notices or other communications are being given pursuant to this Claims Procedure Order, a postal strike or postal work stoppage of general application should occur, such notices, notifications or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile or email in accordance with this Claims Procedure Order.

45. **THIS COURT ORDERS** that in the event that this Claims Procedure Order is subsequently amended by further Order of the Court, the Applicant shall serve notice of such amendment on the Service List in the CCAA Proceedings and the Monitor shall post such further Order on the Monitor's Website and such posting shall constitute adequate notice to all Persons of such amended claims procedure.

APPROVAL OF THE REPORTS

46. **THIS COURT ORDERS** that the report of Richter in its capacity as proposed monitor dated June 26, 2020 (the “**Pre-Filing Report**”), the first report of Richter in its capacity as Monitor dated July 6, 2020 (the “**First Report**”), and the second report of the Richter in its capacity as Monitor dated July 23, 2020 (the “**Second Report**”, and collectively with the Pre-Filing Report and the First Report, the “**Reports**”) be and are hereby approved, and the actions, activities and conduct of the Monitor described in the Reports be and are hereby approved, provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

MISCELLANEOUS

47. **THIS COURT ORDERS** that notwithstanding any other provisions of this Claims Procedure Order, the solicitation by the Monitor or the Applicant of Proofs of Claim, the delivery of a Claim Package to Known Claimants and to Claimants having Employee Restructuring Claims, and the filing by any Person of any Proof of Claim or Notice of Dispute of Revision or Disallowance shall not, for that reason only, grant any Person any standing in the CCAA Proceedings or any rights under a Plan.

48. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall prejudice the rights and remedies of any Directors or Officers or other Persons under the Directors’ Charge or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the Applicant’s insurance and any Director’s or Officer’s liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or the Applicant; provided, however, that nothing in this Claims Procedure Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Claims Procedure Order limit, remove, modify or alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that the Person is covered by, the Applicant’s insurance or any Director’s or Officer’s liability insurance or other liability insurance policy or policies that

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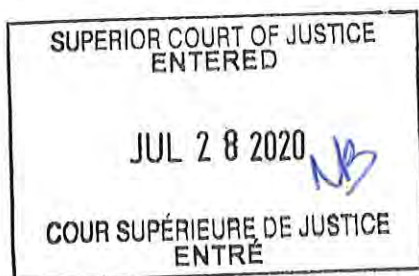
exist to protect or indemnify the Directors or Officers or other Persons shall not be recoverable as against the Applicant or Director or Officer, as applicable.

49. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall constitute or be deemed to constitute an allocation or assignment of Claims into particular classes for the purpose of a Plan and, for greater certainty, the treatment of Claims, Employee Restructuring Claims, Excluded Claims, or any other claims and the classification of creditors for voting and distribution purposes, shall be subject to the terms of a Plan or further Order of the Court.

50. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to the Court to extend the time for any action which the Monitor is required to take if reasonably required to carry out its duties and obligations pursuant to this Claims Procedure Order, to amend, vary, supplement or replace this Claims Procedure Order or for advice and directions concerning the discharge of their respective powers and duties under this Claims Procedure Order or the interpretation or application of this Claims Procedure Order.

51. **THIS COURT ORDERS** that this Claims Procedure Order shall have full force and effect in all Provinces and Territories in Canada.

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



Justice C. Gilmore

SCHEDULE "A"

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 ROBERTS COMPANY CANADA
LIMITED

INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE

I. CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice (Commercial List) dated July 28, 2020 (the "**Claims Procedure Order**"), Richter Advisory Group Inc., in its capacity as the Court-appointed monitor (in such capacity, the "**Monitor**") of Roberts Company Canada Limited ("**RCCL**"), has been authorized to assist RCCL in conducting a claims procedure (the "**Claims Procedure**") with respect to claims against RCCL and its present or former Directors and Officers ("**Directors/Officers**"). The Claims Procedure Order governs the filing and determination of all Claims against RCCL.

Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Claims Procedure Order.

The Claims Procedure Order, the Claims Package, a Proof of Claim form and related materials may be accessed from the Monitor's Website at <https://www.richter.ca/insolvencycase/roberts-company-canada-limited/>.

This letter provides instructions for responding to or completing the Proof of Claim or a Notice of Dispute of Revision or Disallowance, as applicable. Reference should be made to the Claims Procedure Order for a complete description of the Claims Procedure.

The Claims Procedure is intended for any Person with any Claims, other than Excluded Claims, of any kind or nature whatsoever against RCCL, the Directors/Officers or any of them, whether liquidated, unliquidated, contingent or otherwise. Please review the enclosed material for the complete definitions of "**Claim**", "**Prefiling Claim**", "**Restructuring Period Claim**", "**Employee Restructuring Claim**" and "**Director/Officer Claim**" to which the Claims Procedure applies.

All notices and enquiries with respect to the Claims Procedure should be addressed to:

Richter Advisory Group Inc. as Monitor of Roberts Company Canada Limited

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181 Bay St., Suite 3510
Bay Wellington Tower
Toronto, Ontario M5J 2T3

Phone: 1-866-585-9751
Fax: (514) 934-8603
E-mail: rccl@richter.ca

II. FOR CLAIMANTS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim (other than an Employee Restructuring Claim) against RCCL, the Directors/Officers or any of them, you **MUST** file a Proof of Claim with the Monitor.

If you are an Employee that has received a Notice of Employee Restructuring Claim (See Part III below), and wish to assert a Claim *other than* an Employee Restructuring Claim, against RCCL, the Directors or the Officers, or any of them, you also **MUST** file a Proof of Claim with the Monitor.

All Proofs of Claim for (i) Prefiling Claims, which for greater certainty are Claims against RCCL arising prior to the Filing Date of June 29, 2020, and (ii) Director/Officer Claims, must be received by the Monitor **before 5:00 p.m. (Eastern Standard Time) on September 14, 2020** (the “**Claims Bar Date**”).

All Proofs of Claim for Restructuring Period Claims, which for greater certainty are Claims arising out of the restructuring, disclaimer, resiliation, termination or breach by RCCL on or after the Filing Date of June 29, 2020 of any contract, lease or other agreement or arrangement whether written or oral, must be received by the Monitor **by the later of (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern Standard Time) on the date that is ten (10) Business Days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim to a Claimant** (the “**Restructuring Period Claims Bar Date**”).

PROOFS OF CLAIM MUST BE RECEIVED BY THE CLAIMS BAR DATE OR THE RESTRUCTURING PERIOD CLAIMS BAR DATE, AS APPLICABLE, OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Procedure but do not file a Proof of Claim in respect of a Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan or otherwise in respect of such Claims.

All Claims denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect on the Filing Date of June 29, 2020.

Additional Proofs of Claim forms can be obtained by contacting the Monitor at the telephone number and address indicated above and providing particulars as to your name, address and facsimile number or email mail address. Further, Proofs of Claim and related materials may be accessed from the Monitor’s Website at <https://www.richter.ca/insolvencycase/roberts-company-canada-limited/>.

III. FOR CLAIMANTS WHO RECEIVE A NOTICE OF EMPLOYEE RESTRUCTURING CLAIM

Certain of RCCL's Employees will receive a Notice of Employee Restructuring Claim from the Monitor specifying the classification, nature and amount of such Claimant's Claim for wages, commissions, or other remuneration, vacation, termination and severance pay arising as result of the termination of employment of such Employee by RCCL prior to the Filing Date of June 29, 2020 or during the CCAA Proceedings (the "Employee Restructuring Claim"), as calculated by RCCL, in consultation with the Monitor.

If you receive a Notice of Employee Restructuring Claim and you do not wish to dispute the classification, nature or amount of the Employee Restructuring Claim set out therein, you are not required to take any further action or to file a Proof of Claim with the Monitor.

If you wish to dispute the classification, amount and/or nature of the Employee Restructuring Claim set forth in the Notice of Employee Restructuring Claim, you are required to deliver a Notice of Dispute of Revision or Disallowance to the Monitor so that it is actually received by the Monitor by the later of (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern Standard Time) on the date that is ten (10) Business Days after the date on which the Monitor sends a Claims Package including a Notice of Employee Restructuring Claim to a Claimant having an Employee Restructuring Claim (the "Employee Restructuring Claims Bar Date").

If you wish to assert any Claim(s) other than an Employee Restructuring Claim in relation to RCCL, the Directors or the Officers or any of them, you must deliver a Proof of Claim in respect of such other Claim(s) to the Monitor so that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where such Claim is a Prefiling Claim or Director/Officer Claim; or (ii) the Restructuring Period Claims Bar Date where such Claim is a Restructuring Period Claim.

If a completed Notice of Dispute of Revision or Disallowance (filed in respect of the Notice of Employee Restructuring Claim that was sent to you) is not received by the Monitor by the Employee Restructuring Claims Bar Date, you will be forever barred from disputing the classification, nature or amount of the Employee Restructuring Claim and any Employee Restructuring Claim or Claim of a different classification or nature or in excess of the amount specified in the Notice of Employee Restructuring Claim shall be forever barred and extinguished. IF A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE IS NOT RECEIVED BY THE MONITOR BY THE EMPLOYEE RESTRUCTURING CLAIMS BAR DATE, THE EMPLOYEE RESTRUCTURING CLAIM AS SET OUT IN THE NOTICE OF EMPLOYEE RESTRUCTURING CLAIM SENT TO YOU WILL BE DEEMED TO BE YOUR EMPLOYEE RESTRUCTURING CLAIM AND WILL BE FINAL AND BINDING ON YOU FOR ALL PURPOSES.

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DATED at Toronto, Ontario this _____ day of _____, 2020.

Richter Advisory Group Inc.,
solely in its capacity as Monitor of
Roberts Company Canada Limited, and not
in its personal capacity.

SCHEDULE "B"

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 ROBERTS COMPANY CANADA
LIMITED

NOTICE LETTER FOR THE CLAIMS PROCEDURE

**RE: NOTICE OF CLAIMS PROCEDURE, CLAIMS BAR DATE, EMPLOYEE
RESTRUCTURING CLAIMS BAR DATE & RESTRUCTURING PERIOD CLAIMS BAR
DATE**

This notice is being published pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) dated July 28, 2020 (the "**Claims Procedure Order**"), in Roberts Company Canada Limited's ("RCCL") proceedings under the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended. Pursuant to the Initial Order dated June 29, 2020, Richter Advisory Group Inc. was appointed as monitor of RCCL (in such capacity, the "**Monitor**"), and pursuant to the Claims Procedure Order is required to assist with conducting a claims procedure (the "**Claims Procedure**") with respect to claims against RCCL and its present and former Directors and Officers (the "**Directors/Officers**"). Additionally, the Monitor is required to send Claims Packages to, among others, RCCL's Known Claimants and Claimants having Employee Restructuring Claims (as defined below). All capitalized terms not defined herein shall have the meanings ascribed to them in the Claims Procedure Order.

The Claims Procedure Order, the Claims Package, a Proof of Claim and related materials may be accessed from the Monitor's Website at <https://www.richter.ca/insolvencycase/roberts-company-canada-limited/>.

I. SUBMISSION OF A PROOF OF CLAIM

All persons wishing to assert a Claim (other than an Employee Restructuring Claim) against RCCL or its Directors/Officers **MUST** file a Proof of Claim with the Monitor.

Any Employee that has received a Notice of Employee Restructuring Claim (See Part III below), and wishes to assert a Claim *other than* the Employee Restructuring Claim set out in such Notice of Employee Restructuring Claim, against RCCL, the Directors or the Officers, or any of them, also **MUST** file a Proof of Claim with the Monitor.

The claims bar date is 5:00 p.m. (Eastern Standard Time) on September 14, 2020 (the "Claims Bar Date"). Proofs of Claim in respect of Prefiling Claims and Director/Officer Claims must be completed and filed with the Monitor on or before the Claims Bar Date.

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The restructuring period claims bar date is the later of (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern Standard Time) on the date that is ten (10) Business Days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim (the "Restructuring Period Claims Bar Date"). Proofs of Claim in respect of Restructuring Period Claims must be completed and filed with the Monitor on or before the Restructuring Period Claims Bar Date.

PROOFS OF CLAIM MUST BE RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE OR RESTRUCTURING PERIOD CLAIMS BAR DATE, AS APPLICABLE, OR THE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Procedure but do not file a Proof of Claim in respect of a Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan, if any, or otherwise in respect of such Claims.

Reference should be made to the enclosed material for the complete definitions of "Claim", "Prefiling Claim", "Restructuring Period Claim", "Employee Restructuring Claim" and "Director/Officer Claim" to which the Claims Procedure applies.

II. CLAIMANTS RECEIVING A NOTICE OF EMPLOYEE RESTRUCTURING CLAIM

Certain of RCCL's Employees will receive a Notice of Employee Restructuring Claim from the Monitor specifying the classification, nature and amount of such Claimant's Claim for wages, commissions, or other remuneration, vacation, termination and severance pay arising as result of the termination of employment of such Employee by RCCL prior to the Filing Date of June 29, 2020 or during the CCAA Proceedings (the "Employee Restructuring Claim"), as determined by RCCL, in consultation with the Monitor.

If you receive a Notice of Employee Restructuring Claim and you do not wish to dispute the classification, nature or amount of the Employee Restructuring Claim set out therein, you are not required to take any further action or to file a Proof of Claim with the Monitor.

If you wish to dispute the classification, amount and/or nature of the Employee Restructuring Claim set forth in the Notice of Employee Restructuring Claim, you are required to deliver a Notice of Dispute of Revision or Disallowance to the Monitor so that it is actually received by the Monitor by the later of (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern Standard Time) on the date that is ten (10) Business Days after the date on which the Monitor sends a Claims Package including a Notice of Employee Restructuring Claim to a Claimant having an Employee Restructuring Claim (the "Employee Restructuring Claims Bar Date").

If you wish to assert any Claim(s) *other than* an Employee Restructuring Claim in relation to RCCL, the Directors or the Officers or any of them, you must deliver a Proof of Claim in respect of such other Claim(s) to the Monitor so that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where such Claim is a Prefiling Claim or Director/Officer Claim; or (ii) the Restructuring Period Claims Bar Date where such Claim is a Restructuring Period Claim.

- 3 -

If a completed Notice of Dispute of Revision or Disallowance (filed in respect of the Notice of Employee Restructuring Claim that was sent to you) is not received by the Monitor by the Employee Restructuring Claims Bar Date, you will be forever barred from disputing the classification, nature or amount of the Employee Restructuring Claim and any Employee Restructuring Claim or Claim of a different classification or nature or in excess of the amount specified in the Notice of Employee Restructuring Claim shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE IS NOT RECEIVED BY THE MONITOR BY THE EMPLOYEE RESTRUCTURING CLAIMS BAR DATE, THE EMPLOYEE RESTRUCTURING CLAIM AS SET OUT IN THE NOTICE OF EMPLOYEE RESTRUCTURING CLAIM SENT TO YOU WILL BE DEEMED TO BE YOUR EMPLOYEE RESTRUCTURING CLAIM AND WILL BE FINAL AND BINDING ON YOU FOR ALL PURPOSES.**

III. MONITOR CONTACT INFORMATION

The Monitor can be contacted at the following address to request a Claims Package or for any other notices or enquiries with respect to the Claims Procedure:

Richter Advisory Group Inc. as Monitor of Roberts Company Canada Limited
181 Bay St., Suite 3510
Bay Wellington Tower
Toronto, Ontario M5J 2T3

Phone: 1-866-585-9751
Fax: (514) 934-8603
E-mail: rccl@richter.ca

DATED at Toronto, Ontario this _____ day of _____, 2020.

Richter Advisory Group Inc.,
solely in its capacity as Monitor of
Roberts Company Canada Limited, and not
in its personal capacity.

SCHEDULE "C"

**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 ROBERTS COMPANY CANADA
LIMITED**

PROOF OF CLAIM

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. All capitalized terms not defined herein have the meanings ascribed to them in the Claims Procedure Order dated July 28, 2020.

I. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant:

_____ (the "Claimant")

2. Full Mailing Address of the Claimant:

3. Telephone Number:

4. E-Mail Address:

5. Facsimile Number:

6. Attention (Contact Person):

7. Have you acquired this Claim by assignment?

Yes: ☐ No: ☐ (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Claimant(s):

II. PROOF OF CLAIM:

1. I, _____
(name of Claimant or Representative of the Claimant), of _____

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_____ do hereby certify:
(city and province)

(a) that I [check (✓) one]

☐ am the Claimant; OR

☐ am _____ (state position or title) of

_____ (name of Claimant)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) that complete documentation in support of the Claim referred to below is attached; and

(d) that RCCL and/or one or more of the Directors or Officers of RCCL were and still are indebted to the Claimant as follows:¹

Debtor	Prefiling Claim Amount	Whether Claim is Secured, Priority Unsecured, or Unsecured	Value of Security Held, if any:
Roberts Company Canada Limited			
Directors and Officers of Roberts Company Canada Limited			
_____ (insert names above)			

Debtor	Restructuring Period Claim Amount	Whether Claim is Secured, Priority Unsecured, or Unsecured	Value of Security Held, if any:
Roberts Company Canada Limited			

¹ Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada daily average exchange rate in effect on June 29, 2020.

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III. PARTICULARS OF CLAIM

The particulars of the undersigned's total Claim (including Prefiling Claims, Restructuring Period Claims and Director/Officer Claims) are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. If a Claim is made against any Directors or Officers, specify the applicable Directors or Officers and the legal basis for the Claim against each of them.)

IV. FILING OF CLAIM

For Prefiling Claims and Director/Officer Claims, this Proof of Claim **MUST** be received by the Monitor **before 5:00 p.m. (Eastern Standard Time) on September 14, 2020** (the "Claims Bar Date").

For **Restructuring Period Claims**, this Proof of Claim **MUST** be received by the Monitor **before the later of: (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern Standard Time) on the date that is ten (10) Business Days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim (the "Restructuring Period Claims Bar Date").**

In either case, completed forms must be delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed:

Richter Advisory Group Inc. as Monitor of Roberts Company Canada Limited
181 Bay St., Suite 3510
Bay Wellington Tower
Toronto, Ontario M5J 2T3

Phone: 1-866-585-9751
Fax: (514) 934-8603
E-mail: rccl@richter.ca

Failure to file your Proof of Claim as directed by the Claims Bar Date or Restructuring Period Claims Bar Date, as applicable, will result in your Claim being extinguished and forever barred and in you being prevented from making or enforcing a Claim against RCCL or any of its present or former Directors and Officers.

DATED at _____ this _____ day of _____, 2020.

Signature of Claimant

SCHEDULE "D"

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 ROBERTS COMPANY CANADA
LIMITED

NOTICE OF EMPLOYEE RESTRUCTURING CLAIM

To: [Name of Employee] (the "Claimant")
[Address of Employee]

This Notice of Employee Restructuring Claim is delivered to you, as the Claimant and as an Employee of Roberts Company Canada Limited ("RCCL") pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) dated July 28, 2020 (the "Claims Procedure Order") in RCCL's restructuring proceedings under the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended. Pursuant to the Initial Order dated June 29, 2020, Richter Advisory Group Inc. was appointed as monitor of RCCL (in such capacity, the "Monitor"), and pursuant to the Claims Procedure Order, has been directed to assist RCCL in conducting a claims procedure (the "Claims Procedure") with respect to claims against RCCL its present and former Directors and Officers (the "Directors/Officers"). All capitalized terms used but not defined herein have the meanings ascribed to them in the Claims Procedure Order.

The Employee Restructuring Claim of the Claimant, as determined by RCCL, in consultation with the Monitor, based on the books, records and other relevant information in the possession of RCCL, is set out immediately below:

Debtor(s)	Amount of Employee Restructuring Claim	Nature of Claim
[Roberts Company Canada Limited or the name of the Directors/Officers]	[Amount of Claim]	Unsecured Claim

- 2 -

Your entitlement, as set out above, has been calculated as follows:

IF THIS NOTICE OF EMPLOYEE RESTRUCTURING CLAIM ACCURATELY REFLECTS THE EMPLOYEE RESTRUCTURING CLAIM THAT YOU, AS THE CLAIMANT HAS, THEN YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION OR TO FILE A PROOF OF CLAIM WITH THE MONITOR.

The Employee Restructuring Claim set out herein is calculated based on your Claim for wages, commissions, or other remuneration, vacation, termination and severance pay arising as result of the termination of your employment by RCCL prior to the Filing Date of June 29, 2020 or during the CCAA Proceedings, as determined by RCCL, in consultation with the Monitor.

If you, as the Claimant, wish to dispute the classification, amount and/or nature of the Employee Restructuring Claim set forth in the Notice of Employee Restructuring Claim, you MUST complete the enclosed Notice of Dispute of Revision or Disallowance and deliver it to the Monitor so that it is actually received by the Monitor by the later of (i) the Claims Bar Date, and (ii) 5:00 p.m. (Eastern Standard Time) on the date that is ten (10) Business Days after the date on which the Monitor delivered the Claims Package containing the Notice of Employee Restructuring Claim to you in respect of an Employee Restructuring Claim (the "Employee Restructuring Claims Bar Date").

If you, as the Claimant, wish to assert any Claim(s) other than an Employee Restructuring Claim against RCCL, the Directors or the Officers or any of them, you MUST deliver a Proof of Claim in respect of such other Claim(s) to the Monitor so that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where such Claim is a Prefiling Claim or Director/Officer Claim; or (ii) the Restructuring Period Claims Bar Date where such Claim is a Restructuring Period Claim.

If a completed Notice of Dispute of Revision or Disallowance disputing your Employee Restructuring Claim as set forth above is not received by the Monitor by the Employee Restructuring Claims Bar Date, you will be forever barred from disputing the classification, nature or amount of the Employee Restructuring Claim and any Employee Restructuring Claim or Claim of a different classification or nature or in excess of the amount specified in the Notice of Employee Restructuring Claim shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE IS NOT RECEIVED BY THE MONITOR BY THE EMPLOYEE RESTRUCTURING CLAIMS BAR DATE, THE EMPLOYEE**

- 3 -

RESTRUCTURING CLAIM AS SET OUT ABOVE WILL BE DEEMED TO BE YOUR EMPLOYEE RESTRUCTURING CLAIM AND WILL BE FINAL AND BINDING ON YOU FOR ALL PURPOSES.

Claimants requiring further information or documentation, or who wish to submit a Notice of Dispute of Revision or Disallowance, may contact the Monitor at the following address:

Richter Advisory Group Inc. as Monitor of Roberts Company Canada Limited
181 Bay St., Suite 3510
Bay Wellington Tower
Toronto, Ontario M5J 2T3

Phone: 1-866-585-9751
Fax: (514) 934-8603
E-mail: rccl@richter.ca

DATED at Toronto, Ontario this _____ day of _____, 2020.

Richter Advisory Group Inc.,
solely in its capacity as Monitor of
Roberts Company Canada Limited, and not
in its personal capacity.

SCHEDULE "E"

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 ROBERTS COMPANY CANADA
 LIMITED

 NOTICE OF REVISION OR DISALLOWANCE

TO: [name and address of Claimant]

PLEASE TAKE NOTICE that this Notice of Revision or Disallowance is being sent pursuant to an order of the Ontario Superior Court of Justice (Commercial List) dated July 28, 2020 (the "**Claims Procedure Order**"). All capitalized terms not otherwise defined in this Notice of Revision or Disallowance shall have the meaning ascribed to them in the Claims Procedure Order, which is available on the Monitor's Website at <https://www.richter.ca/insolvencycase/roberts-company-canada-limited/>.

The Monitor has reviewed your Proof of Claim dated _____ 2020, and has revised or disallowed your Claim for the following reasons:

Subject to further dispute by you in accordance with the provisions of the Claims Procedure Order, your Claim will be as follows:

- 2 -

Claim Against	Type of Claim per Proof of Claim	Amount of Claim per Proof of Claim	Type of Claim per this Notice of Revision or Disallowance	Amount of Claim per this Notice of Revision or Disallowance
[Insert name of appropriate party]	[Prefiling Claim/ Restructuring Period Claim/Directors/ Officers Claim] [Unsecured Claim/ Unsecured Priority Claim/ Secured Claim]	CA\$	[Prefiling Claim/ Restructuring Period Claim/Directors/ Officers Claim] [Unsecured Claim/ Unsecured Priority Claim / Secured Claim]	CA\$

If you intend to dispute this Notice of Revision or Disallowance, you must by no later than 5:00 p.m. (Eastern Standard Time) on the day that is fourteen (14) Calendar Days after the date the Monitor sends this Notice of Revision or Disallowance, deliver a Notice of Dispute of Revision or Disallowance by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

Richter Advisory Group Inc. as Monitor of Roberts Company Canada Limited
181 Bay St., Suite 3510
Bay Wellington Tower
Toronto, Ontario M5J 2T3

Phone: 1-866-585-9751
Fax: (514) 934-8603
E-mail: rccl@richter.ca

Any Claimant who fails to deliver a Notice of Dispute of Revision or Disallowance by the date and time set out above shall be deemed to accept the classification, nature and the amount of its Claim as set out in this Notice of Revision or Disallowance and the Claimant will have those rights set out in the Claims Procedure Order with respect to such Claim.

If you do not deliver a Notice of Dispute of Revision or Disallowance by the deadline stated above, the classification, amount and/or nature of your Claim(s) shall be deemed to be as set out herein and all further rights to dispute the same shall be forever extinguished and barred.

If you agree with this Notice of Revision or Disallowance, there is no need to file anything further with the Monitor.

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DATED this _____ day of _____, 2020.

Richter Advisory Group Inc.,
solely in its capacity as Monitor of
Roberts Company Canada Limited, and not
in its personal capacity.

SCHEDULE "F"

**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 ROBERTS COMPANY CANADA
LIMITED**

NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

Capitalized terms not defined herein have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) dated July 28, 2020 (the "**Claims Procedure Order**").

I. PARTICULARS OF CLAIMANT

Full Legal Name of Claimant:

Full Mailing Address of Claimant: _____

Telephone Number: _____

Email Address: _____

Attention (Contact Person): _____

Have you acquired this Claim by assignment?

Yes: ☐ No: ☐ (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Claimant(s): _____

**II. DISPUTE OF CLAIM SET OUT IN NOTICE OF REVISION OR
DISALLOWANCE OR NOTICE OF EMPLOYEE RESTRUCTURING CLAIM**

The Claimant has received a Notice of Revision or Disallowance and hereby disputes the classification, amount and/or nature of the Claim set out in the Notice of Revision or Disallowance and asserts the Claim(s) as set out in the following table:

- 2 -

Claim Against	Classification of Claim	Amount of Claim	Nature of Claim
Roberts Company Canada Limited or [the Name(s) of the Directors/Officers]	[Prefiling Claim / Restructuring Period Claim/Director/Officer Claim/Employee Restructuring Claim]	[Insert amount of Claim]	[Unsecured Claim / Unsecured Priority Claim / Secured Claim]

The Claimant has received a Notice of Employee Restructuring Claim and hereby disputes the classification, amount and/or nature of the Employee Restructuring Claim, set out in the Notice of Employee Restructuring Claim as set out in the following table:

Claim Against	Classification of Claim	Amount of Claim	Nature of Claim
Roberts Company Canada Limited or [the Name(s) of the Directors/Officers]	[Prefiling Claim / Restructuring Period Claim/Director/Officer Claim/Employee Restructuring Claim]	[Insert amount of Claim]	[Unsecured Claim / Unsecured Priority Claim / Secured Claim]

III. REASONS FOR DISPUTE

Provide full particulars below as to the basis for the Claimant's dispute of the Notice of Revision or Disallowance or Notice of Employee Restructuring Claim, as applicable, and provide supporting documentation. This includes, without limitation, amounts, description of transaction(s) or agreement(s) giving rise to the Claim and/or the Employee Restructuring Claim, the date and number of all invoices and supporting documentation, and particulars of all credits, discounts, rebates and similar items claimed. The particulars provided must support the value of the Claim and/or the Employee Restructuring Claim as stated by the Claimant in the table above.

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DATED this _____ day of _____, 2020.

Signature of Claimant or its Authorized
Signatory

If in response to a Notice of Revision or Disallowance, this Notice of Dispute of Revision or Disallowance **MUST** be delivered to the Monitor at the below address such that it is received by the Monitor by no later than **5:00 p.m. (Eastern Standard Time) on the day that is fourteen (14) Calendar Days after the date the Monitor sends the Notice of Revision or Disallowance.**

If in response to a Notice of Employee Restructuring Claim and in respect solely to an Employee Restructuring Claim, this Notice of Dispute of Revision or Disallowance **MUST** be delivered to the Monitor at the below address such that it is received by the Monitor by the later of (i) the Claims Bar Date, and (ii) 5:00 p.m. (Eastern Standard Time) on the date that is ten (10) Business Days after the date on which the Monitor delivered the Claims Package to the Claimant in respect of the Employee Restructuring Claim.

This Notice of Dispute of Revision or Disallowance must be delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

Richter Advisory Group Inc. as Monitor of Roberts Company Canada Limited
181 Bay St., Suite 3510
Bay Wellington Tower
Toronto, Ontario M5J 2T3

Phone: 1-866-585-9751
Fax: (514) 934-8603
E-mail: rccl@richter.ca

If a completed Notice of Dispute of Revision or Disallowance in respect of the Notice of Revision or Disallowance or the Notice of Employee Restructuring Claim is not received by the Monitor by the dates set out in the Claims Procedure Order and described herein, the Claimant shall be forever barred from disputing the classification, amount or nature of the Claim and/or Employee Restructuring Claim and any Employee Restructuring Claim or Claim of a different classification or nature or in excess of the amount specified in the Notice of Dispute and/or Notice of Employee Restructuring Claim shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE OF**

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REVISION OR DISALLOWANCE IS NOT RECEIVED BY THE MONITOR WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE NOTICE OF DISPUTE OR THE NOTICE OF EMPLOYEE RESTRUCTURING CLAIM SENT TO YOU WILL BE DEEMED TO BE YOUR CLAIM AND/OR EMPLOYEE RESTRUCTURING CLAIM, AS APPLICABLE, AND WILL BE FINAL AND BINDING ON YOU FOR ALL PURPOSES.

**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 ROBERTS COMPANY CANADA
LIMITED**

Court File No.: CV-20-00643158-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER
(Motion returnable July 28, 2020)

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Raj Sahni (LSO #42942U)
Tel: 416-777-4804
Email: SahniR@bennettjones.com


Danish Afroz (LSO #65786B)
Tel: 416-777-6124
Email: AfrozD@bennettjones.com

Fax: 416-863-1716

Lawyers for the Applicant

TAB "D"

**THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF RAVI WILLIAMS-SINGH SWORN
THE 20TH DAY OF OCTOBER, 2020**



A Commissioner for taking affidavits, etc.

Court File No. CV-20-00643158-00CL

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

THE HONOURABLE MR

)

MONDAY, THE 28th

JUSTICE HAINEY

)

DAY OF SEPTEMBER, 2020

**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 ROBERTS COMPANY CANADA LIMITED**

Applicant

MEETING ORDER

THIS MOTION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), for an order, among other things:

- (a) accepting the filing of the plan of compromise, and arrangement of Roberts Company Canada Limited (the "**Applicant**") under the CCAA dated September 28, 2020 (the "**Plan**") with the Court;
- (b) approving, pursuant to section 22 of the CCAA, the classification of creditors as set out in the Plan for the purposes of the Meeting (defined below) and voting on the Plan;
- (c) authorizing and directing the Applicant to call, hold and conduct the Meeting of its creditors to consider and vote on the Plan;
- (d) authorizing and directing the mailing and distribution of certain meeting materials and other procedures to be followed to provide notice of the Meeting;
- (e) approving the procedures to be followed at the Meeting, including voting procedures;
and

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- (f) setting a date for the hearing (the “**Sanction Hearing**”) of the Applicant’s motion for an order sanctioning the Plan (the “**Sanction Order**”),

was heard this day by Zoom videoconference due to the COVID-19 crisis.

ON READING the affidavit of Ravi Williams-Singh sworn September 23, 2020 (the “**Williams-Singh Affidavit**”) and the fourth report dated September 23, 2020 (the “**Fourth Report**”) of Richter Advisory Group Inc. (“**Richter**”) in its capacity as the Monitor of the Applicant (the “**Monitor**”), and on hearing the submissions of counsel for the Applicant, the Monitor, and such other counsel in attendance as indicated on the Counsel Slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service, filed:

SERVICE

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

DEFINITIONS AND INTERPRETATION

2. **THIS COURT ORDERS** that capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Plan.
3. **THIS COURT ORDERS** that all reference to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
4. **THIS COURT ORDERS** that all references to the word “including” or “includes” shall mean “including without limitation” or “includes without limitation”, as the case may be.
5. **THIS COURT ORDERS** that, unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*, and words importing any gender shall include all genders.

MONITOR'S ROLE

6. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order, the Claims Procedure Order, and any other Order of the Court, is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order.

7. **THIS COURT ORDERS** that: (a) in carrying out the terms of this Order, the Monitor shall have all the protections given to it by the CCAA, the Initial Order, the Claims Procedure Order, any other Order of the Court, and as an officer of the Court, including the stay of proceedings in its favour; (b) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Order, save and except for any gross negligence or willful misconduct on its part; (c) the Monitor shall be entitled to rely on the books and records of the Applicant and any information provided by the Applicant without independent investigation; and (d) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

8. **THIS COURT ORDERS** that the Fourth Report of Richter be and is hereby approved, and the actions, activities and conduct of the Monitor described in the Fourth Report be and are hereby approved, provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

PLAN FILING AND AMENDMENT

9. **THIS COURT ORDERS** that the Plan is hereby accepted for filing and the Applicant is authorized to contemporaneously file the Plan with this Order.

10. **THIS COURT ORDERS** that the Applicant may, with the prior written consent of the Monitor and the ABL Lender, at any time, and from time to time, prior to or during the Meeting, amend, restate, modify and/or supplement the Plan (which will thereafter constitute the “**Plan**” for the purposes of this Order); provided that any such amendment, restatement, modification and/or supplement shall be made in accordance with the terms of the Plan and communicated in accordance with paragraph 18.

CREDITOR CLASSIFICATION

11. **THIS COURT ORDERS** that, pursuant to section 22 of the CCAA, one class of Affected Creditors in respect of the Plan, namely the class of Affected Creditors holding Affected Claims (the “**Affected Creditors Class**”) is hereby approved.

AUTHORIZATION TO CALL AND HOLD THE MEETING

12. **THIS COURT ORDERS** that the Applicant is authorized and directed to call, hold and conduct a meeting of the Affected Creditors Class on October 16, 2020, at 10:00 a.m. (Toronto time) (the “**Meeting**”), or as adjourned to such time as the Chair (defined below) may determine in accordance with paragraph 27 hereof, for the purpose of considering and voting on the resolution to approve the Plan (the “**Resolution**”). The Meeting shall take place by videoconference due to the COVID-19 crisis. The conference details will be provided in the Notice of Meeting and Sanction Hearing (defined below).

APPROVAL OF MEETING MATERIALS

13. **THIS COURT ORDERS** that each of the following is hereby approved:

- (a) the Applicant’s information statement substantially in the form attached to the Williams-Singh Affidavit as Exhibit “E” (which attaches the Plan as an exhibit) (the “**Information Statement**”);
- (b) the form of notice regarding the Meeting and Sanction Hearing substantially in the form attached to the Williams-Singh Affidavit as Exhibit “F” (the “**Notice of Meeting and Sanction Hearing**”);
- (c) the form of proxy for Affected Creditors substantially in the form attached as Schedule “A” hereto (the “**Affected Creditor Proxy**”); and
- (d) the Convenience Creditor Election substantially in the form attached as Schedule “B” hereto,

(collectively, the “**Meeting Materials**”).

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14. **THIS COURT ORDERS** that the Applicant, in consultation with the Monitor, may from time to time make such changes to the documents in the Meeting Materials as the Applicant, in consultation with the Monitor, considers necessary or desirable, including but not limited to changes to conform the content thereof to the terms of the Plan (including any amendments, restatements, modifications or supplements thereto), this Order or any further Orders of the Court, and any changes necessary or desirable with respect to the date, time, and method of the Meeting and the Sanction Hearing.

NOTICE: POSTING, SERVICE AND PUBLICATION

15. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall cause a copy of the Meeting Materials and this Order to be posted on the website established by the Monitor in respect of these proceedings (the “**Monitor’s Website**”).

16. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall send the Meeting Materials to: (a) all Affected Creditors with Affected Claims, including, without limitation, all Employees with Employee Restructuring Claims in respect of which a Proof of Claim has been filed in a proper and timely manner in accordance with the Claims Procedure Order and that is not barred pursuant to the Claims Procedure Order; (b) the service list maintained by the Monitor in these CCAA Proceedings (the “**Service List**”); and (c) any Affected Creditor who makes a written request to the Monitor for a copy of the Meeting Materials, by e-mail at the last known e-mail address for such Creditors set out in the books and records of the Applicant or as provided in relation to the Claims Procedure Order, or by regular mail, fax or courier if an e-mail address for such Creditors is not known (except that where such Creditors are represented by counsel known by the Applicant, the email address, mailing address or fax number of such counsel may be substituted) (collectively, the “**Meeting Materials Parties**”).

17. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall cause notice of the Meeting, substantially in the form of the Notice of Meeting and Sanction Hearing, amended or abridged as the Monitor deems reasonable, in its discretion, for the purposes of publication, to be published once on a Business Day in *The Globe and Mail* (National Edition).

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18. **THIS COURT ORDERS** that, as soon as reasonably practicable after finalization of any amendments or supplements to the Meeting Materials in accordance with paragraph 14 hereof and any amendments, restatements, modifications and/or supplements to the Plan in accordance with paragraph 10 hereof the Monitor shall: (a) cause such materials to be posted on the Monitor's Website; and (b) if made prior to the Meeting, send such materials to the Meeting Materials Parties or, if made at the Meeting, provide notice to those in attendance at the Meeting prior to the vote being taken to approve the Plan.

19. **THIS COURT ORDERS** that the posting on the Monitor's Website, service of the Meeting Materials, and/or publication in accordance with paragraphs 15 to 18 above, shall constitute good and sufficient service and notice of this Order, the Plan and the Meeting on all Persons who may be entitled to receive notice thereof, or who may be entitled to attend personally or by proxy at the Meeting or who may have an interest in these proceedings, and no other form of notice or service need be made on such Persons and no other document or material need be served on such Persons in respect of these proceedings. Service shall be effective: (a) in the case of mailing, three (3) Business Days after the date of mailing; (b) in the case of service by courier, on the day after the courier was sent; (c) in the case of any other means of transmission, recorded or electronic communication, when dispatched or delivered for dispatch and in the case of service by fax or e-mail, on the day the fax or e-mail was transmitted, unless such day is not a Business Day, or the fax or e-mail transmission was made after 5:00 p.m., in which case, on the next Business Day.

20. **THIS COURT ORDERS** that the non-receipt of a copy of the Meeting Materials beyond the reasonable control of the Monitor, or any failure or omission to provide a copy of the Meeting Materials as a result of events beyond the reasonable control of the Monitor (including, without limitation, any inability to use postal services) shall not constitute a breach of this Order, but if any such failure or omission is brought to the attention of the Monitor, then the Monitor shall use reasonable efforts to rectify the failure or omission by the method and in the time most reasonably practicable in the circumstances.

RECORD DATE

21. **THIS COURT ORDERS** that the record date for the purposes of determining which Affected Creditors are entitled to vote at the Meeting (the “**Record Date**”) is October 14, 2020 in respect of all Affected Claims.

TRANSFER AND ASSIGNMENT OF CLAIMS

22. **THIS COURT ORDERS** that an Affected Creditor may transfer or assign the whole of its Claim prior to the Meeting in accordance with the Claims Procedure Order, provided that the Applicant and the Monitor shall not be obliged to deal with any such transferee or assignee as an Affected Creditor in respect thereof, including allowing such transferee or assignee to vote at the Meeting, unless actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Monitor prior to 5:00 p.m. on the Record Date and acknowledged in writing by the Monitor and the Applicant. Thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order, the Meeting Order, the CCAA and the Plan constitute an Affected Creditor and shall be bound by any and all notices previously given to the transferor or assignor in respect of such Claim. Such transferee or assignee shall not be entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such person to the Applicant and Claims acquired by a transferee or assignee will not merge, consolidate or combine with any of the transferee’s or assignee’s other Claims.

CONDUCT AT THE MEETING

23. **THIS COURT ORDERS** that the Meeting shall be conducted, and the Plan shall be voted upon and, if approved by the Required Majority (defined below), ratified and given full force and effect, in accordance with the provisions of this Order, the Claims Procedure Order, the CCAA, and any further order of this Court.

24. **THIS COURT ORDERS** that a representative of the Monitor, designated by the Monitor, shall preside as the chair (the “**Chair**”) of the Meeting and, subject to this Order and any further order of this Court, shall decide all matters relating to the conduct of the Meeting.

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25. **THIS COURT ORDERS** that the quorum required for the Meeting is the attendance at such Meeting personally or by proxy of one (1) Affected Creditor with a Voting Claim (defined below) that is an Affected Claim.

26. **THIS COURT ORDERS** that the Monitor may appoint scrutineers (the “**Scrutineers**”) for the supervision and tabulation of the attendance, quorum and votes cast at the Meeting. A Person designated by the Monitor shall act as secretary at the Meeting (the “**Secretary**”).

27. **THIS COURT ORDERS** that if: (a) the requisite quorum is not in attendance at the Meeting; (b) the Meeting is postponed by the vote of the majority in value of Voting Claims (defined below) of the Affected Creditors with Voting Claims in the Affected Creditors Class in attendance personally or by proxy; or (c) prior to or during the Meeting, the Chair or the Monitor, in consultation with the Applicant, otherwise decides to adjourn such Meeting, then the Meeting shall be adjourned by the Chair to a date thereafter and to such time and place as may be appointed by the Chair.

28. **THIS COURT ORDERS** that the Meeting need not be convened in order to be adjourned and that the Chair shall be entitled to adjourn and further adjourn the Meeting at the Meeting or any adjourned Meeting provided that any such adjournment or adjournments shall be for a period of not more than thirty (30) days in total and, in the event of any such adjournment, the Applicant and Monitor shall not be required to deliver any notice of adjournment of the Meeting or adjourned Meeting other than announcing the adjournment at the Meeting or posting notice at the originally designated time and location of the Meeting or adjourned Meeting and on the Monitor’s Website. Any Proxy (defined below) validly delivered in connection with the Meeting shall be accepted as a Proxy in respect of any adjourned Meeting.

29. **THIS COURT ORDERS** that the only Persons entitled to notice of or to attend the Meeting are the Chair, the Secretary and the Scrutineers; Affected Creditors and their legal counsel and advisors; the Applicant and its legal counsel and advisors; the Directors and Officers and their legal counsel and advisors; the Monitor and its legal counsel and advisors; and those Persons, including the holders of proxies, entitled to vote at the Meeting and their legal counsel and advisors. Any other Person may be admitted on invitation of the Chair of the Meeting.

30. **THIS COURT ORDERS** that the Chair of the Meeting and the Monitor may rely on representations by attendees to confirm their identification.

CONVENIENCE CREDITOR ELECTION

31. **THIS COURT ORDERS** that any Affected Creditor with one or more Proven Claims in an amount in excess of \$7,000 shall be entitled to receive an amount in Cash equal to \$7,000 and be deemed to vote the full amount of its Proven Claims in favour of the Resolution to approve the Plan as a member of the Affected Creditors Class in accordance with paragraph 36 hereof by returning an executed Convenience Creditor Election to the Monitor by no later than 5:00 p.m. on the Record Date.

VOTING PROCEDURE

32. **THIS COURT ORDERS** that at the Meeting, the Chair shall direct a vote on the Resolution to approve the Plan and any amendments thereto as the Applicant may consider appropriate, and may direct a vote with respect to any other resolutions as the Chair may consider appropriate, in consultation with the Applicant.

33. **THIS COURT ORDERS** that only Affected Creditors holding Affected Claims that are Proven Claims or Unresolved Claims or their proxies shall be entitled to vote at the Meeting.

34. **THIS COURT ORDERS** that Unaffected Creditors are not entitled, in such capacity, to attend the Meeting or vote on the Plan.

35. **THIS COURT ORDERS** that, with respect to voting entitlements on the Plan, each Affected Creditor, on the Record Date, with an Affected Claim that is a Proven Claim is entitled to one vote as a member of the Affected Creditors Class, which vote shall have a value equal to the dollar value of such Affected Creditor's Proven Claim(s) in accordance with the Claims Procedure Order, in respect of such Affected Claim(s) (each, a "**Voting Claim**", and collectively "**Voting Claims**").

36. **THIS COURT ORDERS** that each Convenience Creditor shall be deemed to have voted their Voting Claim in favour of the Resolution to approve the Plan.

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37. **THIS COURT ORDERS** that the vote on the Resolution to approve the Plan shall be decided by approval of the Plan by a majority in number of the Affected Creditors holding Voting Claims representing a two-thirds majority in value of the Affected Creditors Class that is in attendance and voting or deemed to be voting at the Meeting personally or by proxy (the “Required Majority”).

38. **THIS COURT ORDERS** that Affected Creditors with Unresolved Claims (or their proxies) may attend and vote at the Meeting and will have their voting intentions with respect to the Unresolved Claims separately recorded by the Monitor and the Monitor shall report to the Court as to the number and amounts of any such votes if determined necessary by the Monitor. For the purposes of such a vote each Affected Creditor with an Unresolved Claim is entitled to one vote in the Affected Creditors Class, which vote shall have the value accepted by the Monitor, if any, for voting purposes only, in respect of an Unresolved Claim. The votes cast in respect of any Unresolved Claim shall not be counted for any purpose, unless, until and only to the extent that such Unresolved Claim is finally determined to be a Proven Claim. The voting of such a claim in the Meeting and valuation of the Unresolved Claim for voting purposes is without prejudice to the rights of the Applicant and Monitor or the holder of the Unresolved Claim with respect to the resolution of the Claim for distribution purposes. Votes by Affected Creditors with Unresolved Claims in respect of such Unresolved Claims will not be considered in the calculation of the Required Majority; however, if approval or non-approval of the Plan by the Affected Creditors Class proves to be determined by the votes cast in respect of Unresolved Claims, the Applicant and the Monitor, on notice to the Service List, will request this Court’s directions and, if necessary, appropriate deferral of the Sanction Hearing and any other applicable dates or an expedited determination of any material Unresolved Claims, as appropriate.

39. **THIS COURT ORDERS** that, following the vote at the Meeting, the Monitor will tally the votes in the manner set out herein and determine whether the Plan has been accepted by the Required Majority.

40. **THIS COURT ORDERS** that the result of any vote at the Meeting shall be binding on all Affected Creditors, whether or not any such Affected Creditor attended the Meeting or voted on the Resolution to approve the Plan.

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41. **THIS COURT ORDERS** that every question submitted to be decided at the Meeting, except to approve the Resolution to approve the Plan, will be decided by a vote of a majority in value of the Affected Creditors with Voting Claims in attendance personally or by proxy at the Meeting.

VOTING BY PROXY

42. **THIS COURT ORDERS** that the Monitor, in consultation with the Applicant, is authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any proxy is completed and executed and is hereby authorized to accept and rely upon proxies substantially in the form attached hereto as the Affected Creditor Proxy, or such other form as is acceptable to the Monitor, in consultation with the Applicant (collectively, a “**Proxy**”).

43. **THIS COURT ORDERS** that any Proxy must be received by the Monitor no later than 5:00 p.m. on the Record Date, provided that the Monitor may waive strict compliance with the time limits imposed for receipt of a Proxy if deemed advisable to do so by the Monitor, in consultation with the Applicant.

44. **THIS COURT ORDERS** that, for the purposes of tabulating the votes cast on any matter voted upon at a Meeting, the Chair is entitled to rely on any vote cast by a holder of a Proxy that has been duly submitted to the Monitor in accordance with this Order, without independent investigation.

45. **THIS COURT ORDERS** that, if a duly signed and returned Proxy does not provide an instruction to vote for or against the approval of the Resolution on the Plan, the Proxy will be deemed to include an instruction to vote for the approval of the Resolution and the Plan, provided that the Proxy holder does not otherwise exercise its right to vote at the Meeting.

46. **THIS COURT ORDERS** that a Creditor with a Voting Claim who is not an individual may only attend and vote at a Meeting if it has appointed a proxyholder to attend and act on its behalf at such Meeting.

MONITOR'S REPORT AND SANCTION HEARING

47. **THIS COURT ORDERS** that the Monitor shall provide a report to this Court no later than two (2) Business Days following the Meeting (the “**Monitor’s Report Regarding the Meeting**”), which shall be served on the Service List and posted on the Monitor’s Website as soon as practicable after it is filed with this Court, with respect to:

- (a) the results of the voting at the Meeting on the Resolution to approve the Plan;
- (b) whether the Required Majority has approved the Plan;
- (c) whether the votes cast in respect of Unresolved Claims, if any, would affect the result of that vote; and
- (d) any other matter which the Monitor considers relevant.

48. **THIS COURT ORDERS** that in the event that the Plan has been approved by the Required Majority, the Applicant shall bring a motion before this Court on October 26, 2020, or such later date as is set by this Court upon motion by the Applicant, for the Sanction Hearing, seeking an order sanctioning the Plan.

49. **THIS COURT ORDERS** that the posting on the Monitor’s Website, service of the Meeting Materials, and/or publication in accordance with paragraphs 15 to 18 above, shall constitute good and sufficient service and notice of the Sanction Hearing on all Persons entitled to receive such service and no other form of notice or service need be made and no other materials need be served in respect of the Sanction Hearing, except that the Applicant shall serve the Service List with the motion materials relating to the Sanction Hearing and any additional materials to be used in support thereof and the Monitor shall post and serve the Monitor’s Report Regarding the Meeting in accordance with paragraph 47 above.

50. **THIS COURT ORDERS** that any party who wishes to oppose the entry of the Sanction Order shall serve on the Service List a notice setting out the basis for such opposition and a copy of the materials to be used to oppose the granting of the Sanction Order at least three (3) calendar days before the date set for the Sanction Hearing, or such shorter time as this Court, by order, may allow.

51. **THIS COURT ORDERS** that in the event that the Sanction Hearing is adjourned, only those Persons who have filed and served a Notice of Appearance in the Applicant's CCAA Proceedings shall be served with notice of the adjourned date.

52. **THIS COURT ORDERS** that subject to any further order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

GENERAL

53. **THIS COURT ORDERS** that if any deadline set out in this Order falls on a day other than a Business Day, the deadline shall be extended to the next Business Day.

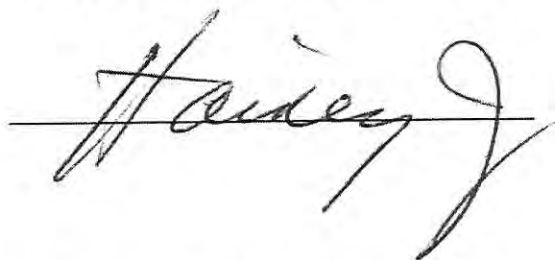
54. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Order or for advice and directions concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.

55. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

56. **THIS COURT ORDERS AND REQUESTS** the aid and recognition (including assistance pursuant to section 17 of the CCAA) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or territory or any court or any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States and of any other


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nation or state to act in aid of and to be complementary to this court in carrying out the terms of this Order.

A handwritten signature in cursive script, appearing to read "Haiden J", written over a horizontal line.

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

SEP 29 2020

PER / PAR: 

Schedule "A"
Affected Creditor Proxy

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 ROBERTS COMPANY CANADA LIMITED

AFFECTED CREDITOR PROXY

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise and Arrangement of Roberts Company Canada Limited (the "**Applicant**") filed pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") (as may be amended, restated or supplemented from time to time, the "**Plan**") with the Ontario Superior Court of Justice (Commercial List) (the "**Court**") or the Order of the Court dated September 28, 2020 in respect of the meeting of the Applicant's Affected Creditors to consider and vote on the Plan (the "**Meeting Order**").

VOTING BY PROXY

This proxy may only be filed by Affected Creditors with Affected Claims (each, an "**Eligible Voting Creditor**"). Any such Affected Creditor who is not an individual may only attend and vote at the Meeting if a proxyholder has been appointed to act on its behalf at such meeting.

THE UNDERSIGNED ELIGIBLE VOTING CREDITOR hereby revokes all proxies previously given and nominates, constitutes, and appoints:

Paul Van Eyk of Richter Advisory Group Inc., in its capacity as Monitor, or a person appointed by him

or, instead of the foregoing, _____, or such other Person as he/she, in his/her sole discretion, may designate to attend on behalf of and act for the Eligible Voting Creditor at the Meeting to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling of such Meeting, and to vote the amount of the Eligible Voting Creditor's claim(s) for voting purposes as determined by and accepted for voting purposes in accordance with the Meeting Order, Claims Procedure Order and set out in the Plan as follows:

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To be completed by an Eligible Voting Creditor:

1. (mark one only):

- ☐ Vote **FOR** approval of the Plan; or
- ☐ Vote **AGAINST** approval of the Plan.

If this proxy is submitted and a box is not marked as a vote for or against approval of the Plan, this proxy shall be voted **FOR** approval of the Plan unless the Eligible Voting Creditor or their Proxy holder (provided the Proxy holder is a Person other than a representative of the Monitor) otherwise exercises their right to vote at the Meeting.

- and -

2. Vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Eligible Voting Creditor with respect to any amendments, modifications, variations or supplements to the Plan and to any other matters that may come before the Meeting or any adjournment, postponement or other rescheduling of such Meeting.

A Proxy, once duly completed, dated and signed must be sent by e-mail, or only if it cannot be sent by e-mail, delivered to the Monitor in each case so that it is received by no later than 5:00 p.m. (Toronto Time) on the Record Date, which for greater certainty is October 14, 2020.

By e-mail: rccl@richter.ca

By mail, courier, fax:

Richter Advisory Group Inc.
 181 Bay Street, #3510
 Bay Wellington Tower
 Toronto, Ontario, Canada
 M5J 2T3
 Attention: Duncan Lau
 Fax: (519)934-8603
 Tel: 1-866-585-9751

The Monitor may waive strict compliance with the time limit imposed for receipt of a Proxy if deemed advisable to do so by the Monitor, in consultation with the Applicant.

[Remainder of page intentionally left blank]

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Dated this _____ day of _____, 2020.

Print Name of Eligible Voting Creditor

Title of the authorized signing officer of the
corporation, partnership or trust, if
applicable

Signature of Eligible Voting Creditor or, if
the Eligible Voting Creditor is a
corporation, partnership or trust, signature
of an authorized signing officer of the
corporation, partnership or trust

Telephone Number of Eligible Voting
Creditor or authorized signing officer

Mailing Address of Eligible Voting Creditor

E-mail Address of Eligible Voting Creditor

Print Name of Witness, if Eligible Voting
Creditor is an individual

Schedule "B"
CONVENIENCE CREDITOR ELECTION

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 ROBERTS COMPANY CANADA LIMITED

CONVENIENCE CREDITOR ELECTION

In connection with the plan of compromise and arrangement of Roberts Company Canada Limited under the *Companies' Creditors Arrangement Act*, dated September 28, 2020 (as amended, restated, modified and/or supplement from time to time, the "**Plan**"), the undersigned hereby elects to be treated as a Convenience Creditor and thereby to receive CAD\$7,000 in full and final satisfaction of its Proven Claim(s). The undersigned hereby acknowledges that they shall be deemed to vote its Voting Claim(s) in favour of the Plan at the Meeting.

For the purposes of this Convenience Creditor Election, capitalized terms not defined herein have the meanings ascribed to them in the Plan and the Meeting Order.

A Convenience Creditor Election, once duly completed, dated and signed must be sent by e-mail, or only if it cannot be sent by e-mail, delivered to the Monitor in each case so that it is received by no later than 5:00 p.m. (Toronto Time) on the Record Date, which for greater certainty is October 14, 2020.

By e-mail: rccl@richter.ca

By mail, courier, fax:

Richter Advisory Group Inc.
181 Bay Street, #3510
Bay Wellington Tower
Toronto, Ontario, Canada
M5J 2T3
Attention: Duncan Lau
Fax: (514) 934-8603
Tel: 1-866-585-9751

[Remainder of page intentionally left blank]

DATED at _____ this _____ day of _____, 2020.

AFFECTED CREDITOR'S SIGNATURE:

(Print Legal Name of Affected Creditor)

(Print Legal Name of Assignee, if Applicable)

(Signature of the Affected Creditor/Assignee or an
Authorized Signing Officer of the Affected
Creditor/Assignee)

(Print Name and Title of Authorized Signing Officer of
the Affected Creditor/Assignee, if Applicable)

(Mailing Address of the Affected Creditor/Assignee)

(E-mail of the Affected Creditor/Assignee or
Authorized Signing Officer of the Affected
Creditor/Assignee)

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

MEETING ORDER

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Raj Sahni (LSO #42942U)
Tel: 416-777-4804
Fax: 416-863-1716

Danish Afroz (LSO #65786B)
Tel: 416-863-1200
Fax: 416-863-1716

Lawyers for the Applicant

TAB "E"

**THIS IS EXHIBIT "E" REFERRED TO IN THE
AFFIDAVIT OF RAVI WILLIAMS-SINGH SWORN
THE 20TH DAY OF OCTOBER, 2020**



A Commissioner for taking affidavits, etc.

Court File No.: CV-20-00643158-00CL

**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 ROBERTS COMPANY CANADA LIMITED**

Applicant

**AFFIDAVIT OF RAVI WILLIAMS-SINGH
(Sworn September 23, 2020)**

I, Ravi Williams-Singh, of the City of Brampton, in the Province of Ontario, **MAKE
OATH AND SAY:**

1. I am the Chief Administrative Officer and Controller for Roberts Company Canada Limited (the “**Applicant**” or “**RCCL**”). I have been employed by RCCL for a total of 28 years and have held my current position with RCCL since October, 2007. I have also served on RCCL’s Board of Directors since October, 2006. As a result of my past and present roles with RCCL, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief, and where so stated, I believe such information to be true.

2. I swore an affidavit on June 26, 2020 (the “**Initial Affidavit**”) in support of the RCCL’s application for an initial order pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the “**CCAA**”). The proceedings commenced under the CCAA by the Applicant are referred to herein as the “**CCAA Proceedings**”.

3. Capitalized terms used in this affidavit and not otherwise defined herein have the meaning set out in the Initial Affidavit, in the Claims Procedure Order (defined below), the Meeting Order

(defined below), or the Plan of Compromise and Arrangement (the “**Plan**”) pursuant to the CCAA concerning, affecting and involving RCCL. All monetary amounts in this Affidavit are in Canadian Dollars, unless otherwise stated. A copy of the Plan is attached hereto as **Exhibit “A”**.

I. RELIEF REQUESTED

4. I am swearing this Affidavit in support of a motion by the Applicant seeking an order (the “**Meeting Order**”) substantially in the form of the draft order included at Tab 3 of the Applicant’s Motion Record, among other things:

- (a) accepting the filing of the Applicant’s Plan with the Court;
- (b) approving, pursuant to section 22 of the CCAA, the classification of creditors as set out in the Plan for the purposes of the Meeting (defined below) and voting on the Plan;
- (c) authorizing and directing the Applicant to call, hold and conduct a meeting of the Applicant’s Affected Creditors on October 16, 2020 (the “**Meeting**”), to consider and vote on a resolution to approve the Plan;
- (d) authorizing and directing the mailing and distribution of certain meeting materials and other procedures to be followed to provide notice of the Meeting;
- (e) approving the procedures to be followed at the Meeting, including voting procedures; and
- (f) setting a date for the hearing (the “**Sanction Hearing**”) of the Applicant’s motion for an order sanctioning the Plan (the “**Sanction Order**”).

II. BACKGROUND

5. RCCL is a privately held company that is in the business of manufacturing, marketing and distributing a comprehensive range of flooring, installation tools, adhesives, accessories and other flooring-related products in Canada. RCCL is a direct wholly-owned subsidiary of Roberts Consolidated Industries, Inc. (“**RCI**”). RCI was a leading participant in the carpet installation market in 1997 when all of its outstanding shares, including those of RCCL, were acquired by Q.E.P. Co. Inc. (together with RCI, the “**Parent**”).

6. RCCL was granted creditor protection and related relief under the CCAA pursuant to an initial order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated June 29, 2020. The Initial Order granted a stay of proceedings up to and including July 9, 2020 (the “**Stay Period**”), appointed Richter Advisory Group Inc. as Monitor of RCCL in the CCAA Proceedings (in such capacity, the “**Monitor**”), and granted an Administration Charge and a Directors’ Charge (each as defined in the Initial Order) over RCCL’s assets, property and undertakings (the “**Property**”).

7. The Initial Order also provided that the ABL Lender (as defined in the Initial Order) shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA with respect to any obligations outstanding as of the date of the Initial Order or arising thereafter under the ABL Credit Agreement or the ABL Forbearance Agreement (each as defined in the Initial Order).

8. On July 8, 2020, the Court granted an order (the “**Amended and Restated Initial Order**”), which, among other things:

- (a) expanded RCCL's restructuring authority and the Monitor's ability to assist with RCCL's restructuring efforts;
 - (b) extended the Stay Period to and including August 31, 2020;
 - (c) approved the KERP, and the KERP Charge (each as defined in the Amended and Restated Initial Order);
 - (d) authorized RCCL, with the consent of the Monitor and in consultation with the ABL Lender to pay amounts owing for goods and services actually supplied to RCCL prior to the date of the Initial Order by third party suppliers, up to an aggregate amount of \$700,000, if, in the opinion of RCCL, the supplier is critical to its business, its ongoing operations, or the preservation of RCCL's property, and the payment is required to ensure ongoing supply; and
 - (e) granted the ABL Lender's DIP Charge (as defined in the Amended and Restated Initial Order) in favour of the ABL Lender over RCCL's Property as security for all of the obligations of RCCL to the ABL Lender relating to advances made to RCCL under the ABL Credit Agreement from and after the date of the Amended and Restated Initial Order.
9. A copy of the Initial Order, the Amended and Restated Initial Order and all other filings in the CCAA Proceedings, is available on the Monitor's website (the "**Monitor's Website**") for these proceedings at: <https://www.richter.ca/insolvencycase/roberts-company-canada-limited/>. A Copy of the Amended and Restated Initial Order is attached hereto as **Exhibit "B"**.

10. The causes of the Applicant's liquidity crisis and reasons for commencing the CCAA Proceedings are set out in greater detail in the Initial Affidavit and are not repeated herein. The Initial Affidavit, without exhibits, is attached hereto as **Exhibit "C"**.

11. On July 28, 2020, RCCL sought and obtained an order (the "**Claims Procedure Order**"), which established a procedure (the "**Claims Process**") for the identification and quantification of certain claims against the Applicant and its current and former directors and officers (the "**Directors and Officers**"), and authorized, directed and empowered the Applicant and the Monitor to take such actions as contemplated by the Claims Procedure Order. A copy the Claims Procedure Order is attached hereto as **Exhibit "D"**.

12. On August 26, 2020, RCCL sought and obtained an Order, among other things, extending the Stay Period until and including October 30, 2020.

III. THE CLAIMS PROCESS¹

13. The Claims Procedure Order required the Monitor to provide each Known Claimant (other than each Employee with a known Employee Restructuring Claim) with a copy of the Claims Package within five (5) Business Days of the granting of the Claims Procedure Order. The Claims Procedure Order also required the Monitor to take a number of steps to notify Persons who may have Claims, other than Known Claimants and Claimants having an Employee Restructuring Claim, of the Claims Process.

14. Any Claimant who wished to assert a Claim (other than an Employee Restructuring Claim) was required to set out its aggregate Claim in a Proof of Claim and deliver it to the Monitor. Such

¹ All capitalized terms not defined in this section shall have the meaning ascribed to them in the Claims Procedure Order.

Proof of Claim had to be delivered to the Monitor before the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable.

15. To enhance the efficiency of the Claims Process, the Claims Procedure Order also provided for a “negative claims process” in respect of any Employee with an Employee Restructuring Claim. Such Employees were provided with a Notice of Employee Restructuring Claim, specifying the classification, nature and amount of the Employee’s Employee Restructuring Claim, as determined by RCCL in consultation with the Monitor, based on the Applicant’s books and records. Any Employee who wished to dispute the classification, nature and/or amount of their Employee Restructuring Claim were required to deliver a Notice of Dispute of Revision or Disallowance to the Monitor by the Employee Restructuring Claims Bar Date.

IV. THE CCAA PLAN²

16. With the support of the Monitor, RCCL has formulated the Plan. The Plan is the product of significant effort on the part of RCCL and the Monitor, and reflects discussions between RCCL, the Monitor, and certain of the Applicant’s stakeholders.

17. The below summary is not intended to be a comprehensive description of the Plan and readers are advised to review the text of the Plan carefully. In case of any discrepancy between the Plan and the below summary, the text of the Plan shall govern.

18. The Plan provides, among other things, a compromise of and consideration for Affected Claims that are Proven Claims and a release and discharge of all Affected Claims and Released Claims, all in the expectation that Affected Creditors and RCCL’s other stakeholders will derive a

² All capitalized terms not defined in this section shall have the meaning ascribed to them in the Plan.

greater benefit from the implementation of the Plan than they would derive from RCCL's bankruptcy or liquidation.

19. The Meeting Order sought by the Applicant, deals with the processes and procedures relating to the Plan and the Meeting of RCCL's creditors to vote on the Plan. In accordance with the Meeting Order, all Affected Creditors having Affected Claims will constitute a single class (the "**Affected Creditors Class**") for the purpose of considering and voting on the Plan. The classification of creditors was determined with regard to, among other things, the nature of the obligations giving rise to the Claims, the nature and rank of any security held in respect of Claims, and the legal entitlements and remedies available to creditors in the absence of a CCAA plan of compromise and arrangement.

20. Pursuant to the Plan, Affected Creditors with Proven Claims, subject to their election to be treated as a Convenience Creditor (discussed below), will receive a distribution in Cash and pursuant to a Promissory Note (defined below) in respect of their Proven Claims, and their Claims will be compromised, released, discharged and barred.

21. The Plan defines Affected Claims as "all Claims other than Unaffected Claims". Various types of Claims are unaffected by the Plan, including the following (collectively, "**Unaffected Claims**"):

- (a) any Claim secured by any of the CCAA Charges;
- (b) any CCAA Priority Payment Claims;
- (c) any Secured Claim;

- (d) any claim (including without limitation, a Claim, Post-Filing Claim and/or Secured Claim of BOA) of BOA or the ABL Lender against any Person, including any claim arising in connection with the ABL Credit Agreement or the ABL Forbearance Agreement (a “**BOA Claim**”);
- (e) any Claim that cannot be compromised pursuant to subsections 5.1(2) and 19(2) of the CCAA;
- (f) any Post-Filing Claims; and
- (g) any Intercompany Claims.

22. As noted above, the Plan, in accordance with the terms of the Initial Order, does not affect any Claim of BOA or the ABL Lender, including those arising from the ABL Credit Agreement or the ABL Forbearance Agreement.

A. Affected Claims

23. Affected Creditors with a Proven Claim in an amount less than or equal to \$7,000, or those Affected Creditors who have delivered to the Monitor a Convenience Creditor Election (each a “**Convenience Creditor**”), shall receive from the Applicant, with the support of the Parent using its existing facilities (as may be amended, modified or restated), a distribution in full satisfaction of their Proven Claim.

24. The Plan provides excellent recoveries to Affected Creditors with Proven Claims. Each Affected Creditor with a Proven Claim who is not a Convenience Creditor shall receive:

- (a) from the Applicant, with the support of the Parent using its existing facilities, the Initial Distribution Amount, being a Cash distribution equal to 20 cents (\$0.20) for every dollar of such Affected Creditor's Proven Claim; **and**
- (b) a promissory note distributed by the Applicant (each a "**Promissory Note**") with a face value equal to 30 cents (\$0.30) for every dollar of such Affected Creditor's Proven Claim, which will be payable by the Applicant in eighteen (18) equal consecutive monthly installments on the last day of each calendar month, commencing on January 31, 2021, in accordance with the terms and conditions of the Promissory Note and the Plan.

25. Notably, the payments made under each Promissory Note are conditional upon the Applicant generating sufficient free cashflows from the operations of its business, after payment of amounts required to service its secured debt obligations, lease and equipment financing obligations, employee wages, capital maintenance costs and other ordinary course operations required to operate the Applicant's business. The Applicant's ability to generate sufficient free cashflows will require the Applicant having an ongoing uninterrupted supply of goods and services that are necessary to operate its business, by the Applicant's suppliers, without any material price increases or requirement for prepayments during the term of the Promissory Note.

26. Upon being sanctioned and approved by the Court pursuant to the Sanction Order, the Plan, including the treatment of all Affected Claims and all Released Claims thereunder, will be final and binding on all Persons including the Applicant, Affected Creditors, and any Person holding a Released Claim as of the Effective Time. Further, at the Effective Time, all Affected Claims and

all Released Claims will be fully, finally, irrevocably and forever released, discharged, cancelled and barred.

B. Unaffected Creditors

27. The claims of Unaffected Creditors, subject to certain exceptions discussed immediately below, will be addressed in accordance with the applicable agreements or other arrangements between Unaffected Creditors and the Applicant. Unaffected Creditors will not be entitled to vote on, or receive, any distributions or other consideration under the Plan itself.

28. Section 4.3 of the Plan contemplates that the Applicant will make the following payments from the Administrative Reserve Fund in full satisfaction and discharge of the following Unaffected Claims:

- (a) payment to each holder of a CCAA Priority Payment Claim; and
- (b) payment in full of all Claims secured by the CCAA Charges.

29. In order to maximize distributions to RCCL's Affected Creditors, the Affiliates (which for greater certainty includes the Parent) of the Applicant have forgone any distributions under the Plan in respect of their claims against RCCL. Accordingly, no distributions will be made in respect of Intercompany Claims and all such claims will be fully preserved and not released, discharged or extinguished pursuant to the Plan.

C. Releases

30. The Plan provides that, at the Effective Time, each of (a) the Applicant; (b) the Affiliates, including for greater certainty, the Parent; (c) the Monitor; (d) any Person claimed to be liable

derivatively through any or all of the foregoing Persons; and (e) the respective Representatives (including Responsible Persons) of any or all of the foregoing Persons (collectively, the “**Released Parties**”) will be released and discharged from all Released Claims, which will be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties.

31. As of the Effective Time, all Persons will be permanently and forever barred, estopped, stayed and enjoined with respect to Released Claims from, among other things:

- (a) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever against any of the Released Parties;
- (b) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their property;
- (c) commencing in any manner, directly or indirectly, any actions, suits or demands or other proceedings of any nature or kind whatsoever against any Person who, as a result, makes a claim or might reasonably be expected to make a claim, in any manner or forum, against one or more of the Released Parties;
- (d) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties or their property; or
- (e) taking any actions to interfere with the implementation or consummation of the Plan or the transactions contemplated therein.

32. The releases in favour of the Released Parties under the Plan are on account of the significant contributions that the Released Parties are making and have already made in the CCAA Proceedings. This includes the releases in favour of the Affiliates and the Parent under the Plan, who are supporting the Applicant in formulating and implementing the Plan, and have foregone distributions in respect of Intercompany Claims against the Applicant in order to maximize distributions to Affected Creditors.

33. The Plan does not release or discharge the Non-Released Claims, which include:

- (a) any Unaffected Claim;
- (b) the Applicant's obligations to Affected Creditors under the Plan or under any Order;
- (c) a Released Party if in respect of a claim whereby the Released Party is adjudged by the express terms of a judgment rendered on a final determination on the merits by the Court or by a court of competent jurisdiction in a judgment recognized by the Court to have committed fraud or wilful misconduct or to have been grossly negligent or, in the case of Directors, in respect of any claim referred to in section 5.1(2) of the CCAA; and
- (d) any BOA Claim.

C. Conditions Precedent to Plan Implementation

34. The implementation of the Plan is conditional upon the satisfaction or waiver of the Conditions Precedent, which include, among other things, the following:

- (a) the Plan will have been approved by the Required Majority of the Affected Creditors Class;
- (b) the Plan will have been approved and sanctioned by the Court;
- (c) all relevant Persons shall have executed, delivered and filed all documents and other instruments that, in the opinion of the Applicant, acting reasonably, are necessary to implement the provisions of the Plan or the Sanction Order; and
- (d) the maximum amount payable by the Applicant under Section 4.1(a), 4.1(b)(i), under and all Promissory Notes issued pursuant to Section 4.1(b)(ii), and under Section 4.3 of the Plan shall be satisfactory to the ABL Lender.

D. Filing the Plan

35. The Plan reflects a significant step forward in RCCL's restructuring and is the result of substantial efforts by RCCL and the Monitor. In my view, the Plan fairly balances the interests of RCCL's stakeholders and provides a significantly better outcome for the Affected Creditors than they would derive from RCCL's bankruptcy or liquidation.

36. RCCL is not seeking Court approval of the Plan at this time. RCCL is seeking to file the Plan with the Court, and to present the Plan to RCCL's Affected Creditors, in order to permit the Affected Creditors to vote upon the Plan at the Meeting (discussed below).

V. THE MEETING AND THE MEETING ORDER

37. The Applicant intends to hold a Meeting to enable the Affected Creditors holding Affected Claims to vote on the Resolution to approve the Plan and any amendments thereto. It is proposed that the Meeting be held on October 16, 2020.

38. As a result of the COVID-19 pandemic and the continued restrictions on gatherings in the Province of Ontario, it is proposed that the Meeting be held by videoconference. The details for such videoconference will be set out in the Notice of Meeting and Sanction Hearing, and the Information Statement (each as defined in the Meeting Order). Creditors will also be able to participate in the Meeting by telephone. I believe that, in the circumstances, it is necessary and appropriate to hold the Meeting by videoconference.

39. As previously discussed, the Meeting Order provides that all Affected Creditors with Affected Claims will constitute a single class for the purposes of considering and voting on the Plan. I believe that the classification of creditors as contemplated in the Meeting Order is fair, having regard to the creditors' legal interests, the remedies available to them, the extent to which they would recover their claims by exercising those remedies and the consideration offered to them under the Plan.

40. I understand that the Monitor will be serving its fourth report to Court (the "**Fourth Report**") prior to the hearing of the Meeting Order motion, which will set out the Monitor's recommendations with respect to the relief sought by RCCL on the Meeting Order motion.

A. Notice and Information Relating to the Meeting, Plan, and Sanction Hearing

41. RCCL has prepared the following documents in relation to the Meeting, the Plan and the Sanction Hearing:

- (a) the Information Statement, attached hereto as **Exhibit “E”**; and
- (b) the Notice of Meeting and Sanction Hearing, attached hereto as **Exhibit “F”**.

42. The Information Statement, the Notice of Meeting and Sanction Hearing, together with the Proxy and Election Notice for Affected Creditors substantially in the form attached as Schedule “A” (the “**Affected Creditor Proxy**”) to the Meeting Order, and the Convenience Creditor Election substantially in the form attached as Schedule “B” to the Meeting Order (the “**Convenience Creditor Election**”) are collectively referred to as the “**Meeting Materials**”.

43. The Meeting Order sets out the manner in which notice of the Meeting will be provided. It provides that, as soon as practicable after the granting of the Meeting Order, the Monitor shall:

- (a) cause a copy of the Meeting Materials, including the Meeting Order, to be posted on the Monitor’s Website established by the Monitor in respect of these proceedings;
- (b) send the Meeting Materials to (i) all Affected Creditors with Affected Claims, including, without limitation, all Employees with Employee Restructuring Claims and all Affected Creditors with Affected Claims in respect of which a Proof of Claim has been filed in a proper and timely manner in accordance with the Claims Procedure Order and that is not barred pursuant to the Claims Procedure Order; (ii)

the service list maintained by the Monitor in these CCAA Proceedings (the “**Service List**”); and (iii) any Affected Creditor who makes a written request to the Monitor for a copy of the Meeting Materials, by e-mail at the last known e-mail address for such Affected Creditors set out in the books and records of the Applicant or as provided in relation to the Claims Procedure Order, or by regular mail, fax or courier if an e-mail address for such Creditors is not known (except that where such Affected Creditors are represented by counsel known by the Applicant, the email address, mailing address or fax number of such counsel may be substituted) (collectively, the “**Meeting Materials Parties**”); and

- (c) cause notice of the Meeting, substantially in the form of the Notice of Meeting and Sanction Hearing, amended or abridged as the Monitor deems reasonable, in its discretion, for the purposes of publication, to be published once on a Business Day in *The Globe and Mail* (National Edition).

44. The draft Meeting Order contemplates that amendments may be made to the Plan and to the Meeting Materials. Specifically, the draft Meeting Order provides that:

- (a) the Applicant may, with the prior written consent of the Monitor and the ABL Lender, at any time, and from time to time, prior to or during the Meeting, amend, restate, modify and/or supplement the Plan provided that any such amendment, restatement, modification and/or supplement shall be made in accordance with the terms of the Plan and communicated in accordance with the Meeting Order; and
- (b) the Applicant may, in consultation with the Monitor, from time to time, make such changes to the documents in the Meeting Materials as the Applicant, in consultation

with the Monitor, considers necessary or desirable, including but not limited to, changes to conform the content thereof to the terms of the Plan (including any amendments, restatements, modifications or supplements thereto), the Meeting Order or any further orders of the Court.

45. The Meeting Order provides that, as soon as reasonably practicable after any amendments or supplements to the Meeting Materials and any amendments, restatements, modifications and/or supplements to the Plan in accordance with the Meeting Order, the Monitor will (a) cause such materials to be posted on the Monitor's Website; and (b) if made prior to the Meeting, send such materials to the Meeting Materials Parties, or, if made at the Meeting, provide notice to those in attendance at the Meeting prior to the vote being taken to approve the Plan.

46. In my view, the notice provisions set out in the Meeting Order are reasonable and provide sufficient notice of the Meeting and Sanction Hearing and information regarding the Plan.

B. Conduct of the Meeting

47. The draft Meeting Order provides for, among other things, the following in respect of the governance of the Meeting:

- (a) a representative of the Monitor, designated by the Monitor, shall preside as the chair (the "**Chair**") of the Meeting and, subject to the Meeting Order and any further order or the Court, shall decide all matters relating to the conduct of the Meeting;
- (b) a quorum for the Meeting is the presence at such Meeting in person or by proxy of 1 (one) Affected Creditor with a Voting Claim (defined below) that is an Affected Claim;

- (c) the Monitor may appoint scrutineers (the “**Scrutineers**”) for the supervision and tabulation of the attendance, quorum and votes cast at the Meeting. A Person designated by the Monitor shall act as secretary at the Meeting;
- (d) the Chair shall be entitled to adjourn and further adjourn the Meeting at the Meeting or any adjourned Meeting provided that any such adjournment or adjournments shall be for a period of not more than thirty (30) days in total and, in the event of any such adjournment, the Applicant and Monitor shall not be required to deliver any notice of adjournment of the Meeting or adjourned Meeting other than announcing the adjournment at the Meeting or posting notice at the originally designated time and location of the Meeting or adjourned Meeting and on the Monitor’s Website; and
- (e) the only Persons entitled to notice of or to attend the Meeting are the Chair, the Secretary and the Scrutineers, Affected Creditors and their legal counsel and advisors; the Applicant and its legal counsel and advisors; the Directors and Officers and their legal counsel and advisors; the Monitor and its legal counsel and advisors; and those Persons, including the holders of proxies, entitled to vote at the Meeting and their legal counsel and advisors. Any other Person may be admitted to the Meeting on invitation of the Chair.

C. Proxies

48. Affected Creditors with Voting Claims (defined below) are entitled to vote at the Meeting personally or by proxy. A Creditor who is not an individual may only attend and vote at the Meeting if it has appointed a proxyholder to attend and act on its behalf at such Meeting. Affected

Creditors who are Convenience Creditors are not required to file a proxy as they will be deemed to vote in favour of the Plan.

49. A Proxy must be received by the Monitor no later than 5:00 p.m. on the Record Date (defined below).

D. Voting Procedure

50. The Meeting Order provides for a fair and equitable voting process. At the Meeting, the Chair will direct a vote on a resolution to approve the Plan (the “**Resolution**”) and any amendments thereto as the Applicant may consider appropriate, and may direct a vote with respect to any other resolutions as the Chair may consider appropriate, in consultation with the Applicant.

51. The vote on the resolution to approve the Plan will be decided by approval of the Plan by a majority in number of the Affected Creditors holding Voting Claims representing a two-thirds majority in value of the Affected Creditors Class that are in attendance and voting or deemed to be voting at the Meeting personally or by proxy (the “**Required Majority**”).

52. Only Affected Creditors holding Affected Claims that are Proven Claims or Unresolved Claims or their proxies are entitled to vote at the Meeting. Unaffected Creditors are not entitled, in such capacity, to attend the Meeting or vote on the Plan.

53. Each Affected Creditor, on the Record Date, with an Affected Claim that is a Proven Claim, is entitled to one vote as a member of the Affected Creditors Class, which vote shall have a value equal to the dollar value of such Affected Creditor’s Proven Claim(s) in accordance with the Claims Procedure Order, in respect of such Affected Claim(s) (each, a “**Voting Claim**”, and collectively “**Voting Claims**”).

54. Affected Creditors with Unresolved Claims (or their proxies) may attend and vote at the Meeting and will have their voting intentions with respect to the Unresolved Claims separately recorded by the Monitor and reported to this Court.

55. The Meeting Order provides that each Convenience Creditor shall be deemed to have voted their Voting Claim in favour of the Resolution to approve the Plan.

E. Monitor's Report

56. The Monitor will provide a report to the Court within two (2) Business Days following the Meeting, which shall be served on the Service List and posted on the Monitor's Website as soon as practicable after it is filed with the Court. The Monitor's report on the Meeting will include:

- (a) the result of the voting at the Meeting on the resolution to approve the Plan;
- (b) whether the Required Majority have approved the Plan;
- (c) whether the votes cast in respect of Unresolved Claims, if any, would affect the result of that vote; and
- (d) any other matter which the Monitor considers relevant.

F. Sanction Hearing

57. If the Plan is approved by the Required Majority, the Applicant intends to request Court approval of the Plan by seeking a Sanction Order at the Sanction Hearing before this Court on October 26, 2020, or as soon thereafter as practicable.

58. The Meeting Order provides that the Applicant will serve the Service List with the motion materials relating to the Sanction Hearing and, otherwise, the posting on the Monitor's Website, service of the Meeting Materials and/or letters, and/or publication in accordance with the notice provisions of the draft Meeting Order will constitute sufficient service and notice of the Sanction Hearing.

G. Meeting Order Should be Approved

59. It is in the best interests of the Applicant and its stakeholders that the Applicant proceed to file the Plan and have the Applicant's Affected Creditors vote on the Plan. The Applicant therefore respectfully requests that this Honourable Court grant the Meeting Order.

VI. CONCLUSION

I swear this affidavit in support of the motion for the relief set out herein and for no other or improper purpose.

SWORN BEFORE ME over)
videoconference on this 23rd day of)
September, 2020. The affiant was located in)
the City of Brampton, in the Province of)
Ontario and the Commissioner was located in)
the City of Toronto, in the Province of)
Ontario. This Affidavit was commissioned)
remotely as a result of COVID-19 and was)
administered in accordance with *Ontario*)
Regulation 431/20.)



DANISH AFROZ

A Commissioner for Oaths in and for the
Province of Ontario



RAVI WILLIAMS-SINGH

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

AFFIDAVIT OF RAVI WILLIAMS-SINGH
(Sworn September 23, 2020)

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SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

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(Sworn October 20, 2020)

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Lawyers for the Applicant

TAB 3

Court File No. CV-20-00643158-00CL

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

THE HONOURABLE MR.

)

MONDAY, THE 26TH

)

JUSTICE McEWEN

)

DAY OF OCTOBER, 2020

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
ROBERTS COMPANY CANADA LIMITED

SANCTION ORDER

THIS MOTION, made by Roberts Company Canada Limited (the "**Applicant**"), pursuant to the *Companies' Creditors Arrangement Act* (Canada), R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, among other things, approving and sanctioning the Plan of Compromise and Arrangement of the Applicant dated September 28, 2020 concerning, affecting and involving the Applicant (the "**Plan**"), as approved by the Affected Creditors Class at the Meeting held on October 16, 2020, and which is attached hereto as Schedule "A", was heard this day via Zoom videoconference due to the COVID-19 crisis.

ON READING the affidavit of Ravi Williams-Singh sworn October 20, 2020 (the "**Williams-Singh Affidavit**"), the Fifth Report of Richter Advisory Group Inc. ("**Richter**") in its capacity as the Monitor of the Applicant (the "**Monitor**") dated October 20, 2020 (the "**Fifth Report**"), the Affidavit of Paul van Eyk sworn October 20, 2020 (the "**van Eyk Affidavit**") and the Affidavit of Christine Mason sworn October 19, 2020 (the "**Mason Affidavit**") and on hearing the submissions of counsel for the Applicant, the Monitor, Bank of America, N.A. as Agent under the Fourth Amended and Restated Loan Agreement, dated as of January 31, 2017, and such other counsel in attendance, as indicated on the Counsel Slip, no one else appearing although duly served as appears from the affidavit of service, filed:

A. Service and Interpretation

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record in support of this motion, and the Fifth Report, be and is hereby abridged and validated so that this motion is properly returnable today and service upon any interested party other than those parties served is hereby dispensed with.

2. **THIS COURT ORDERS** that all capitalized terms used but not defined herein shall have the meanings given to them in the Plan or, if not therein defined, then as defined in the Meeting Order granted in this proceeding on September 28, 2020 (the "**Meeting Order**").

B. Approval of Fees

3. **THIS COURT ORDERS** that the fees and disbursements of the Monitor, as described in the Fifth Report and as set out in the van Eyk Affidavit, including the estimated fees and disbursements of the Monitor up to its date of discharge, be and are hereby approved.

4. **THIS COURT ORDERS** that the fees and disbursements of the Monitor's legal counsel, Borden Ladner Gervais LLP ("**BLG**"), as described in the Fifth Report and as set out in the Mason Affidavit, including the estimated fees and disbursements of BLG in connection with services to be provided to the Monitor up to its date of discharge, be and are hereby approved.

5. **THIS COURT ORDERS** that the Applicant is hereby authorized to pay any professional fees and disbursements of the Monitor and BLG which exceed the estimates set out in the van Eyk Affidavit and the Mason Affidavit, to complete the administration of these CCAA Proceedings, with either: (i) the consent of the ABL Lender (as defined in the Amended and Restated Initial Order dated June 29, 2020 (the "**Amended and Restated Initial Order**")), or (ii) pursuant to further Order of the Court.

C. Conduct of the Meeting

6. **THIS COURT ORDERS AND DECLARES** that there has been good and sufficient service, delivery and notice of the Plan, the Meeting Order and the Meeting Materials to all Persons upon which notice, service and delivery were required.

7. **THIS COURT ORDERS AND DECLARES** that the Meeting was duly convened, held and conducted in conformity with the CCAA, the Meeting Order and all other Orders of this Court in the CCAA Proceedings.

D. Sanction of the Plan

8. **THIS COURT ORDERS AND DECLARES** that:

- (a) the Plan has been approved by the Required Majority of the Affected Creditors Class (as defined in the Meeting Order) at the Meeting, in conformity with the CCAA and the terms of the Meeting Order;
- (b) the Applicant has complied with the provisions of the CCAA and the Orders of this Court made in the CCAA Proceedings in all respects;
- (c) the Applicant has acted, and is acting, in good faith and with due diligence, and has not done or purported to do (nor does the Plan do, or purport to do) anything that is not authorized by the CCAA; and
- (d) the Plan, all terms and conditions thereof, and the matters and the transactions contemplated thereby, are fair and reasonable.

9. **THIS COURT ORDERS AND DECLARES** that the Plan and all associated steps, compromises, transactions, arrangements, and releases effected thereby are hereby sanctioned and approved pursuant to Section 6 of the CCAA.

E. Plan Implementation

Authorization to Implement the Plan

10. **THIS COURT ORDERS** that each of the Applicant and the Monitor, as applicable, is hereby authorized and directed to take all steps and actions, and to do all things, necessary or appropriate to implement the Plan in accordance with and subject to its terms and conditions, and enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, payments, deliveries, allocations, instruments and agreements contemplated by, and subject to the terms and conditions of, the Plan, and all such steps and

actions are hereby authorized, ratified and approved. Neither the Applicant nor the Monitor shall incur any liability as a result of acting in accordance with the terms of the Plan and this Sanction Order.

11. **THIS COURT ORDERS** that each of the Applicant and the Monitor is hereby authorized and empowered to exercise all consent and approval rights provided for in the Plan in the manner set forth in the Plan, whether prior to or after the Effective Time.

12. **THIS COURT ORDERS** that (i) each of the Applicant, the Monitor, and any other Person required to make any distributions, deliveries or allocations or take any steps or actions related thereto pursuant to the Plan are hereby authorized and directed to complete such distributions, deliveries or allocations and to take any such related steps or actions, as the case may be, in accordance with the terms of the Plan, and such distributions, deliveries and allocations, and steps and actions related thereto, are hereby approved, and (ii) such distributions, deliveries or allocations shall be free and clear of all claims, rights and interests of any Person, including without limitation, the CCAA Charges.

Monitor's Certificate

13. **THIS COURT ORDERS** that, as soon as practicable following the Effective Time, the Monitor shall be authorized and directed to serve on the service list maintained by the Monitor in the CCAA Proceedings (the "**Service List**") and post on the website established by the Monitor in respect of these proceedings (the "**Monitor's Website**") a certificate in the form attached hereto as Schedule "B" (the "**Monitor's Certificate**"), signed by the Monitor, certifying that the Effective Date has occurred. The Monitor shall file the Monitor's Certificate with this Court as soon as reasonably practicable. Notwithstanding any other provision in the Plan and this Sanction Order, the Monitor shall not deliver the Monitor's Certificate unless and until the Monitor has received, from or on behalf of the Applicant, in immediately available funds, an amount sufficient to be distributed to each of the KERP beneficiaries, in indefeasible payment in full of all amounts owing and outstanding under the KERP and any other amounts secured by the KERP Charge (as such capitalized terms are defined in the Amended and Restated Initial Order) (the "**KERP Escrow Fund**").

Restructuring Steps

14. **THIS COURT ORDERS** that the Plan, subject to its terms and conditions including the conditions precedent to the implementation of the Plan described in Section 5.3 of the Plan, will be binding and effective as at the Effective Time upon and with respect to the Applicant, all Affected Creditors, the Released Parties and all other Persons named or referred to in, or subject to, the Plan or the Sanction Order.

15. **THIS COURT ORDERS** that the transactions, arrangements, reorganizations, transfer, assignments, cancellations, compromises, settlements, payments, extinguishments, discharges, injunctions and releases to be effected on the Effective Date are hereby authorized and approved and are and shall be deemed to occur and be effected in accordance with the terms of the Plan, without any further act or formality.

Administrative Reserve Fund

16. **THIS COURT ORDERS** that the Administrative Reserve Fund is hereby approved, and the Applicant shall hold the Administrative Reserve Fund, in trust, in accordance with the Plan. The Applicant is hereby authorized and directed to distribute and release funds from the Administrative Reserve Fund in accordance with the provisions of Section 4.3 and 4.6 of the Plan.

17. **THIS COURT ORDERS** that counsel to the Applicant, the Monitor and the Monitor's counsel shall be entitled to payment from the Administrative Reserve Fund for their fees and expenses in connection with performing any other work required after the Effective Time.

18. **THIS COURT ORDERS** that any amounts remaining in the Administrative Reserve Fund, as the case may be, after all distributions from the Administrative Reserve Account contemplated by the Plan are made in accordance therewith, shall be released from the Administrative Reserve Account in accordance with the Plan.

F. Effect of Plan Implementation***Effect on Affected Claims***

19. **THIS COURT ORDERS** that, at the Effective Time, any and all Affected Claims of Affected Creditors shall be and shall be deemed to be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred, and the ability of any Person to proceed against the Applicant in respect of or relating to any Affected Claims, whether directly, indirectly, derivatively or otherwise is hereby forever discharged, enjoined and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims are hereby permanently stayed, excepting only the obligations to make distributions and deliveries in respect of such Affected Claims in the manner and to the extent provided for in the Plan and this Sanction Order.

20. **THIS COURT ORDERS** that the treatment of Affected Claims under the Plan shall be final and binding for all purposes and enure to the benefit of the Applicant, all Affected Creditors, the Released Parties, and all other Persons named or referred to in, or subject to, the Plan and

their respective heirs, executors, administrators and other legal representatives, successors and assigns.

21. **THIS COURT ORDERS** that from and after the Effective Time, all Persons with an Affected Claim shall be deemed to have granted, executed and delivered to the Applicant all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

22. **THIS COURT ORDERS** that any Person that did not file a Proof of Claim or, in the case of an Employee Restructuring Claim, a Proof of Claim or a Notice of Dispute of Revision or Disallowance (each as defined in the Claims Procedure Order), as applicable, by the Claims Bar Date, the Restructuring Period Claims Bar Date, and the Employee Restructuring Claims Bar Date (as each term is defined in the Claims Procedure Order), as applicable, or such other date provided for in the Claims Procedure Order, as applicable, and any Person with an Affected Claim that is not a Proven Claim or an Unresolved Claim, shall be and is hereby fully, finally, irrevocably and forever barred from making any Claim and shall not be entitled to any consideration under the Plan, and such Person's Claim shall be and is hereby fully, finally, irrevocably and forever barred and extinguished. For greater certainty, the foregoing shall not apply to Unaffected Claims.

23. **THIS COURT ORDERS** that paragraph 22 herein, and paragraphs 21, 26, 29, 33, 36 of the Claims Procedure Order, apply with respect to any and all Claims against the Applicant that are not expressly compromised or excluded pursuant to the Plan.

24. **THIS COURT ORDERS** that, from and after the Effective Time, each Person named or referred to in, or subject to the Plan, will be deemed to have consented and agreed to all of the provisions of the Plan.

Non-Termination of Existing Agreements and Waiver of Defaults

25. **THIS COURT ORDERS** that all contracts, leases, agreements and other arrangements to which the Applicant is a party and that have not been terminated or disclaimed pursuant to the applicable paragraph of the Initial Order and related provision of the CCAA will be and remain in full force and effect as of the Effective Time, and no Person who is a party to any such

arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the Effective Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicant), provided however that this paragraph 25(a) shall not apply to the ABL Lender (as defined in the Amended and Restated Initial Order) in respect of any agreement or other arrangement with the ABL Lender to which the Applicant is a party;
- (b) the insolvency of the Applicant or the fact that the Applicant sought or obtained relief under the CCAA; or
- (c) any steps, compromises, releases, discharges, cancellations, transactions, arrangements or reorganizations effected pursuant to the Plan or any action taken or transaction effected pursuant to the Plan.

26. **THIS COURT ORDERS** that from and after the Effective Date, all Persons shall be deemed to have waived any and all defaults of the Applicant then existing or previously committed by the Applicant, or caused by the Applicant, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any contract, instrument, credit document, lease, guarantee, agreement for sale, deed, license, permit or other agreement, written or oral, and any and all amendments or supplements thereto (each, an "**Agreement**"), existing between such Person and the Applicant arising directly or indirectly from the filing by the Applicant under the CCAA and the implementation of the Plan, including without limitation any of the matters or events listed in paragraph 25 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an Agreement shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Applicant from performing their obligations under the Plan or be a waiver of defaults by the Applicant

under the Plan and the related documents. For greater certainty, the foregoing shall not apply to any agreement or other arrangement with the ABL Lender (as defined in the Amended and Restated Initial Order).

Conflict with Plan

27. **THIS COURT ORDERS** that from and after the Effective Time on the Effective Date, any conflict between:

- (a) the Plan; and
- (b) the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any contract, mortgage, security agreement, indenture, trust indenture, note, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between any Person and the Applicant as at the Effective Date,

will be deemed to be governed by the terms, conditions and provisions of the Plan and this Sanction Order, which shall take precedence and priority; provided, however, that the foregoing shall not apply to any agreement or other arrangement with the ABL Lender (as defined in the Amended and Restated Initial Order).

Bankruptcy

28. **THE COURT ORDERS AND DECLARES** that, notwithstanding (i) the pendency of the CCAA Proceedings; (ii) any application for a bankruptcy, receivership or other order now or hereafter issued pursuant to the BIA, the CCAA or otherwise in respect of the Applicant and any bankruptcy, receivership or other order issued pursuant to any such applications; and (iii) any assignment in bankruptcy made or deemed to be made in respect of the Applicant, the transactions contemplated by the Plan will be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicant or its assets and will not be void or voidable by creditors of the Applicant, nor will the Plan, or the payments and distributions contemplated pursuant thereto constitute nor be deemed to constitute a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA,

the CCAA or any other applicable federal or provincial legislation, nor will the Plan constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

Plan Releases and Injunctions

29. **THIS COURT ORDERS AND DECLARES** that the compromises, arrangements, releases, discharges and injunctions contemplated in the Plan granted for the benefit of the Released Parties, including, without limitation, pursuant to Sections 7.1 and 7.2 of the Plan, are integral components of the Plan and are necessary for, and vital to, the success of the Plan and that, as of the Effective Time, all such compromises, arrangements, releases, discharges and injunctions are hereby sanctioned, approved and given full force and effect, and all such compromises, arrangements, releases, discharges and injunctions shall be binding upon and effective against all Affected Creditors, the Applicant and all other Persons; provided, however, that the foregoing shall not apply to affect the rights or obligations under the Plan, including, without limitation, the rights of the Affected Creditors to receive distributions in respect of their Affected Claims in accordance with the Plan, or in respect of any Non-Released Claim or, any claims against a Director, in his or her capacity as such, referred to in subsection 5.1(2) of the CCAA.

G. The Applicant and Other Parties

CCAA Charges

30. **THIS COURT ORDERS** that:

- (a) the Directors' Charge (as provided for and defined in the Amended and Restated Initial Order and any subsequent Orders in the CCAA Proceedings) shall be terminated, discharged, expunged and released upon service of the Monitor's Second Certificate (as defined below) on the Service List;
- (b) the Administration Charge (as provided for and defined in the Amended and Restated Initial Order and any subsequent Orders in the CCAA Proceedings) shall be terminated against the Property (as defined in the Amended and Restated Initial

Order) other than the Administrative Reserve at the Effective Time but shall continue to apply as against the Administrative Reserve Fund only and shall be terminated, discharged, expunged and released as against the Administrative Reserve Fund upon service of the Monitor's Second Certificate on the Service List;

- (c) the KERP Charge (as provided for and defined in the Amended and Restated Initial Order and any subsequent Orders in the CCAA Proceedings) shall be terminated as against the Property (as defined in the Amended and Restated Initial Order) other than the KERP Escrow Fund at the Effective Time but shall continue to apply as against the KERP Escrow Fund only and shall be terminated, discharged, expunged and released as against the KERP Escrow Fund upon service of the Monitor's Second Certificate on the Service List; and
- (d) the ABL Lender's DIP Charge (as provided for and defined in the Amended and Restated Initial Order and any subsequent Orders in the CCAA Proceedings) shall be terminated, discharged, expunged and released at the Effective Time.

Applicant's Directors

31. **THIS COURT ORDERS AND DECLARES** that the activities and conduct of the Directors of the Applicant in the CCAA Proceedings, as disclosed in the affidavits filed with the Court on behalf of the Applicant from time to time and the reports of the Monitor to the Court from time to time (including, without limitation, in relation to negotiating, executing and implementing the Plan) be and are hereby ratified and approved.

Monitor

32. **THIS COURT ORDERS AND DECLARES** that the Monitor has complied with the provisions of the CCAA and the Orders of this Court made in the CCAA Proceedings in all respects.

33. **THIS COURT ORDERS AND DECLARES** that the Monitor has not done or purported to do anything that is not authorized by the CCAA.

34. **THIS COURT ORDERS AND DECLARES** that the activities and conduct of the Monitor in the CCAA Proceedings, as disclosed in the Fifth Report, and in its other reports to the Court from time to time, including, without limitation, in relation to conducting and administering the Meeting on October 16, 2020 (as more particularly described in the Fifth Report of the Monitor) be and are hereby ratified and approved, provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize any such approval, and that the Monitor has satisfied all of its obligations up to and including the date of this Sanction Order and all claims against the Monitor arising from or relating to the services provided to the Applicant up to and including the date of this Sanction Order are barred.

35. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and the powers provided to the Monitor herein, under the Plan and under the Orders of this Court, shall be and is hereby authorized, directed and empowered to perform its functions and fulfill its obligations under the Plan to facilitate the implementation of the Plan and to complete all matters incidental to the termination of the CCAA Proceedings.

36. **THIS COURT ORDERS** that: (a) in carrying out the terms of this Sanction Order and the Plan, the Monitor shall have all the protections given to it by the CCAA and the other Orders in these proceedings, and as an officer of the Court, including the stay of proceedings in its favour; (b) the Monitor shall incur no liability or obligation for any act or omission as a result of carrying out any duties or work in connection with the Sanction Order and/or the Plan, save and except for any gross negligence or willful misconduct on its part; (c) the Monitor shall be entitled to rely on the books and records of the Applicant and any information provided by the Applicant without independent investigation; and (d) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

H. Extension and Termination of the Stay Period

38. **THIS COURT ORDERS** that the Stay Period (as defined in the Amended and Restated Initial Order) in respect of the Applicant, is hereby further extended up to and including the date upon which the Monitor serves the Monitor's Second Certificate on the Service List.

39. **THIS COURT ORDERS** that other than as expressly set out herein, the provisions of the Amended and Restated Initial Order, including the Stay Period, shall terminate as at date on which the Monitor serves the Monitor's Second Certificate on the Service List, except with respect to the protections granted therein in favour of the Monitor. All other Orders of the Court made in the CCAA Proceeding shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied by or are inconsistent with this Sanction Order or any further Order of this Court in this CCAA Proceeding.

40. **THIS COURT ORDERS** that upon: (i) fulfillment of the Monitor's duties under the Claims Procedure Order and this Sanction Order; (ii) the Monitor receiving an acknowledgement of payment in full of the claims secured by the Administration Charge; and (iii) payment, by the Applicant from the KERP Escrow Fund, to each of the KERP beneficiaries of all amounts owing and outstanding under the KERP and any other amounts secured by the KERP Charge, the Monitor shall serve on the Service List a certificate substantially in the form attached hereto as Schedule "C" (the "**Monitor's Second Certificate**").

41. **THIS COURT ORDERS** that the Monitor is hereby directed to post the Monitor's Second Certificate on the Monitor's Website and file a copy of the Monitor's Second Certificate with the Court as soon as is practical following service thereof on the Service List.

42. **THIS COURT ORDERS** that, upon service of the Monitor's Second Certificate on the Service List, the CCAA Proceedings as they relate to the Applicant shall be terminated, and Richter shall be discharged from its duties as the Monitor and shall have no further duties or responsibilities as Monitor from and after the date upon which the Monitor's Second Certificate is served upon the Service List and shall be forever released, remised and discharged from any claims against it relating to its activities as Monitor.

43. **THIS COURT ORDERS** that, notwithstanding its discharge and the termination of the CCAA Proceedings, Richter and its counsel shall continue to have the benefit of the provisions of all Orders made in these CCAA Proceedings, including all releases, approvals, and protections in favour of Richter in its capacity as Monitor and its counsel.

44. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of the Court and on prior written notice to the Monitor.

I. General Provisions

Notice

45. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall cause a copy of this Sanction Order to be posted on the Monitor's Website, and the Applicant shall serve a copy on the parties on the Service List and those parties who appeared at the hearing of the motion for this Sanction Order.

46. **THIS COURT ORDERS** that the measures in paragraph 45 shall constitute good and sufficient service and notice of this Order on all Persons who may be entitled to receive notice thereof or who may have an interest in these proceedings, and no other form of notice or service need be made on such Persons and no other document or material need be served on such Persons in respect of these proceedings.

Effect, Recognition and Assistance

47. **THIS COURT ORDERS** that, notwithstanding any other provision of this Sanction Order, the Applicant and the Monitor shall remain entitled to seek advice, directions or assistance from the Court in respect of the interpretation and implementation of this Sanction Order and the performance by the Applicant and the Monitor of their respective obligations under the Plan, the Sanction Order and any other matters that pertain to the completion of the administration of the CCAA Proceedings.

48. **THIS COURT ORDERS** that this Sanction Order shall have full force and effect in all provinces and territories in Canada and abroad and as against all Persons against whom it may be otherwise enforceable.

49. **THIS COURT ORDERS AND DECLARES** that, pursuant to section 142 of the *Courts of Justice Act* (Ontario), no person shall be liable for any act done in good faith in accordance with any Order issued in this proceeding, and any person who takes any action whatsoever in

reliance on this Sanction Order prior to the commencement of any appeal hereof or the expiry of any appeal period shall not be prejudiced or harmed in any manner by any such subsequent appeal.

50. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date that it is made, and is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original signing, entry and filing when the Court returns to regular operations.

51. **THIS COURT ORDERS AND REQUESTS** the aid and recognition (including assistance pursuant to section 17 of the CCAA) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or territory or any court or any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States and of any other nation or state to act in aid of and to be complementary to this court in carrying out the terms of this Sanction Order and the Plan.

SCHEDULE "A"

**PLAN OF COMPROMISE AND ARRANGEMENT OF ROBERTS COMPANY
CANADA LIMITED**

Court File No.: CV-20-00643158-00CL

**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 ROBERTS
COMPANY CANADA LIMITED

PLAN OF COMPROMISE AND ARRANGEMENT

pursuant to the *Companies' Creditors Arrangement Act* concerning, affecting and involving

ROBERTS COMPANY CANADA LIMITED

September 28, 2020

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PLAN OF COMPROMISE AND ARRANGEMENT

All capitalized terms have the meaning ascribed to them in Section 1.1 herein.

WHEREAS, the Applicant is a debtor company (as such term is defined in the CCAA);

WHEREAS, on the Filing Date, the Court granted the Initial Order in respect of the Applicant, which Initial Order was amended and restated by the Amended and Restated Initial Order;

WHEREAS, on July 28, 2020 the Court granted the Claims Procedure Order, which, among other things, established a procedure for the identification and quantification of certain claims against the Applicant and its Directors and Officers in the CCAA Proceedings;

WHEREAS, on September 28, 2020 the Applicant intends to seek a Meeting Order, among other things, authorizing the Applicant to file the Plan and to convene a meeting of Affected Creditors for the purposes of considering and voting on the Plan;

NOW THEREFORE, the Applicant hereby proposes this Plan in furtherance of its restructuring pursuant to the CCAA.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In the Plan, unless otherwise stated or the context otherwise requires:

"ABL Credit Agreement" means the Fourth Amended and Restated Loan Agreement, dated January 31, 2017, as subsequently amended by amending agreements dated as of October 5, 2018, January 22, 2019, July 26, 2019, and January 27, 2020, and by the ABL Forbearance Agreement, and as further amended, supplemented and otherwise modified from time to time.

"ABL Forbearance Agreement" means the Forbearance Agreement and Amendment No. 5 to the Fourth Amended and Restated Loan Agreement dated June 26, 2020, as amended, restated or otherwise modified from time to time.

"ABL Lender" means, collectively the Agent and the Lenders.

"ABL Lender's DIP Charge" means the charge provided for at paragraph 34 of the Amended and Restated Initial Order in favour of the ABL Lender, as security for all of the obligations of the Applicant to the ABL Lender relating to advances made to the Applicant under the ABL Credit Agreement from and after the date of the Amended and Restated Initial Order.

"Administration Charge" means the charge provided for at paragraph 32 of the Amended and Restated Initial Order, securing the professional fees and disbursements of the Monitor, counsel to the Monitor and counsel to the Applicant.

"Administrative Reserve Account" means a segregated interest-bearing trust account established by the Applicant to hold the Administrative Reserve Fund.

"Administrative Reserve Fund" means a Cash reserve in an amount to be agreed to by the Monitor and the Applicant, with the consent of the ABL Lender, at least two (2) Business Days prior to the

Effective Date to be deposited by the Applicant into the Administrative Reserve Account for the purpose of paying the following Unaffected Claims: Claims secured by one of the CCAA Charges, and the CCAA Priority Payment Claims, in accordance with Section 4.3 hereof.

"Affected Claims" means all Claims other than Unaffected Claims.

"Affected Creditors" means any Person having an Affected Claim, but only with respect to and to the extent of such Affected Claim.

"Affected Creditors Class" means the class consisting of the Affected Creditors established under and for the purposes of the Plan, including voting in respect thereof.

"Affiliate" means, any affiliated body corporate as that term is defined in the CBCA.

"Agent" means BOA in its capacity as agent for the Lenders.

"Amended and Restated Initial Order" means the Order made by the Court in the CCAA Proceedings on July 8, 2020, as such Order may be amended, restated or varied from time to time.

"Applicant" means Roberts Company Canada Limited.

"BIA" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.

"BOA" means Bank of America, N.A.

"BOA Claim" means any claim (including, without limitation, a Claim, Post-Filing Claim and/or Secured Claim) of BOA or the ABL Lender against any Person, including any claim arising in connection with the ABL Credit Agreement or the ABL Forbearance Agreement;

"Business" means the ordinary and going concern business of the Applicant.

"Business Day" means a day, other than a Saturday, Sunday, statutory or civic holiday on which banks are generally open for business in Toronto, Ontario.

"Cash" means cash, certificates of deposit, bank deposits, commercial paper, treasury bills and other cash equivalents.

"CBCA" means the *Canada Business Corporations Act*, R.S.C. 1985, c. c-44, as amended.

"CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

"CCAA Charges" means, collectively, the Administration Charge, the Directors' Charge, the KERP Charge and the ABL Lender's DIP Charge.

"CCAA Priority Payment Claims" means claims for amounts required to be paid by subsections 6(3), (5) and (6) of the CCAA.

"CCAA Proceedings" means the proceedings commenced by the Applicant under the CCAA on the Filing Date bearing Court File No.: CV-20-00643158-00CL.

"CCAA Termination Order" means any order granted and issued by the Court in respect of the Applicant terminating the CCAA Proceedings, as the same may be amended, supplemented or restated from time to time in accordance with its terms.

"Claim" means:

- (a) any right or claim of any Person against the Applicant, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), in existence on the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts that existed prior to the Filing Date and any other claims that would have been claims provable in bankruptcy had the Applicant become bankrupt on the Filing Date, including for greater certainty any claim against the Applicant for indemnification by any Director or Officer in respect of a Director/Officer Claim (but excluding any such claim for indemnification that is covered by the Directors' Charge (as defined in the Initial Order)), in each case, where such monies remain unpaid as of the date of the Claims Procedure Order (each a **"Pre-Filing Claim"** and collectively, the **"Pre-Filing Claims"**);
- (b) any Restructuring Period Claim;
- (c) any Director/Officer Claim; and
- (d) any Employee Restructuring Claim,

including any Claim arising through subrogation against the Applicant or any Director or Officer, provided however, that in any case "Claim" shall not include an Excluded Claim.

"Claims Procedure" means the procedures outlined in the Claims Procedure Order in connection with the identification, quantification and resolution of Claims, including Pre-filing Claims, Restructuring Period Claims, Director/Officer Claims and Employee Restructuring Claims, as amended or supplemented by further order of the Court.

"Claims Procedure Order" means the Order made by the Court in the CCAA Proceedings on July 28, 2020 establishing the Claims Procedure, as such Order may be amended, restated or varied from time to time.

"Conditions Precedent" means those conditions precedent to the implementation of the Plan set out in Section 5.3 hereof.

"Convenience Creditor" means an Affected Creditor with a Convenience Creditor Claim.

"Convenience Creditor Claim" means: (a) any Proven Claim of an Affected Creditor in an amount that is less than or equal to \$7,000; and (b) any Proven Claim of an Affected Creditor that has delivered to the Monitor a Convenience Creditor Election.

"Convenience Creditor Election" means an election form to be completed by an Affected Creditor with a Proven Claim in excess of \$7,000 that wishes to be treated as a Convenience Creditor for distribution purposes under the Plan and delivered to the Monitor.

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

"Creditor" means a Person having a Claim and may, where the context requires, include the transferee or assignee of a transferred Claim that is recognized as a Creditor by the Monitor in accordance with the Claims Procedure Order, or a trustee, liquidator, receiver, receiver and manager or other Person acting on behalf of such Person.

"Directors" means collectively, anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or a *de facto* director of the Applicant, and **"Director"** means any of them.

"Directors' Charge" means the charge provided for at paragraph 22 of the Amended and Restated Initial Order in favour of the Applicant's Directors and Officers securing the Applicant's indemnity obligations to those Directors and Officers as set forth in the Amended and Restated Initial Order.

"Director/Officer Claim" means any existing or future right or claim of any Person against one or more of the Directors and/or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer.

"Distribution Date" means that date which is ten (10) calendar days after the Effective Date, or such earlier or later date(s) as may be determined by the Applicant, in consultation with the Monitor.

"Effective Date" means the Business Day on which the Plan becomes effective, which for greater certainty, shall be the Business Day designated by the Applicant in consultation with the Monitor and reflected on the Monitor's Implementation Certificate filed with the Court as contemplated by section 6.4 hereof.

"Effective Time" means 5:00 p.m. (Toronto time) on the Effective Date.

"Employee" means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a current or former employee of the Applicant whether on a full-time, part-time or temporary basis, other than a Director or Officer, including any individuals on disability leave, parental leave or other absence.

"Employee Restructuring Claim" means the Claim of any Employee for vacation, termination, severance pay, wages, commissions, or other remuneration, arising as a result of the termination of employment of such Employee by the Applicant prior to the Filing Date or during the CCAA Proceedings to and including the date of the CCAA Termination Order.

"Filing Date" means June 29, 2020.

"Governmental Authority" means any domestic or foreign legislative, executive, judicial or administrative body or person having jurisdiction in the relevant circumstances.

"Initial Distribution Amount" means the payment to be made to Affected Creditors (other than Convenience Creditors) in respect of their Proven Claims on the Distribution Date pursuant to section 4.1(b)(i) of the Plan.

"Initial Order" means the Order of the Court made pursuant to the CCAA in respect of the Applicant on June 29, 2020, as amended and restated on July 8, 2020, and as further amended, restated or varied from time to time.

"Intercompany Claim" means any Claims of an Affiliate (including for greater certainty, the Parent) of the Applicant against the Applicant.

"KERP" has the meaning ascribed to it at paragraph 35 of the Amended and Restated Initial Order.

"KERP Charge" means the charge provided for at paragraph 36 of the Amended and Restated Initial Order in favour of the key employees referred to in the KERP.

"Lenders" means BOA and the lenders from time to time party to the ABL Credit Agreement.

"Meeting" means the meeting of the Affected Creditors Class to be called, convened and conducted in accordance with the Plan and the Meeting Order at which the Affected Creditors will consider and vote on the Resolution.

"Meeting Order" means an Order to be sought establishing the Affected Creditors Class for the purposes of this Plan and for voting purposes, and directing the calling and holding of the Meeting to vote on the Resolution, as such Order may be amended, restated or varied from time to time.

"Monitor" means Richter Advisory Group Inc., in its capacity as the Court-appointed monitor of the Applicant pursuant to the Initial Order.

"Monitor's Implementation Certificate" means a certificate to be filed by the Monitor in the CCAA Proceedings confirming that the Plan has been implemented in accordance with its terms.

"Monitor's Website" means <https://www.richter.ca/insolvencycase/roberts-company-canada-limited/>.

"Non-Released Claims" has the meaning set out in Section 7.3 hereof.

"Officers" means, collectively anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of the Applicant, and **"Officer"** means any one of them.

"Order" means an order of the Court made in the CCAA Proceedings.

"Parent" means collectively, Q.E.P. Co., Inc. and Roberts Consolidated Industries, Inc.

"Person" means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other corporate, executive, legislative, judicial, regulatory or administrative entity howsoever designated or constituted, including, without limitation, any present or former shareholder, supplier, customer, employee, agent, client, contractor, lender, lessor, landlord, sub-landlord, tenant, sub-tenant, licensor, licensee, partner or advisor.

"Plan" means this Plan of Compromise and Arrangement filed by the Applicant pursuant to the CCAA, including any Schedules hereto, as may be amended, varied or supplemented hereafter in accordance with the terms hereof, or made at the direction of the Court in accordance with the Meeting Order.

"Post-Filing Claim" means any indebtedness, liability or obligation of the Applicant of any kind that arises after the Filing Date based wholly on facts arising after the Filing Date, provided that Post-Filing Claims shall not include any Restructuring Period Claims or Employee Restructuring Claim.

"Pre-Filing Claim" has the meaning ascribed to that term in the definition of "Claim" herein.

"Promissory Note" has the meaning set out in Section 4.1(b)(ii) hereof.

"Proof of Claim" means a proof of claim filed in accordance with the Claims Procedure Order.

"Proven Claim" means the Affected Claim of an Affected Creditor (or portion thereof) as finally determined for distribution and voting purposes in accordance with the Claims Procedure Order or any other Order of the Court and the CCAA.

"Record Date" means October 14, 2020, or such later date as may be ordered by the Court.

"Released Claims" has the meaning set out in Section 7.2 hereof.

"Released Parties" means, collectively, (i) the Applicant; (ii) the Affiliates, including for greater certainty, the Parent; (iii) the Monitor; (iv) any Person claimed to be liable derivatively through any or all of the foregoing Persons; and (v) the respective Representatives (including Responsible Persons) of any or all of the foregoing Persons.

"Representatives" means, in relation to a Person, such Person's current and former directors, officers, partners, employees, consultants, legal counsel, actuaries, advisers and agents, including their respective heirs, executors, administrators and other legal representatives, successors and assigns, and each of their respective employees and partners.

"Required Majority" means that number of Affected Creditors representing at least a majority in number of the Proven Claims, whose Affected Claims represent at least two-thirds in value of the Proven Claims that vote upon the Resolution validly voting in favour of the Resolution in person, or by proxy, or who are deemed to vote in favour of the Resolution pursuant to the Plan and the Meeting Order.

"Resolution" means the resolution to approve the Plan that will be voted on by the Affected Creditors Class at the Meeting.

"Responsible Persons" means any Director and any Person who, prior to the Effective Time, was requested to act, and who is acting or did or does act or is deemed or treated by Applicable Law to be acting or to have acted, as a director, officer or Person of a similar position of another entity in which the Applicant has a direct or indirect interest.

"Restructuring Period Claim" means any right or claim of any Person against the Applicant in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Applicant to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach by the Applicant on or after the Filing Date of any contract, lease or other agreement or arrangement whether written or oral.

"Richter" means Richter Advisory Group Inc. in respect of the services it provided to the Applicant before and after the Filing Date including in its capacity as Monitor, and any of its affiliates, partners, officers, directors, employees, agents, subcontractors and legal counsel.

"Sanction Order" means an Order to be made by the Court pursuant to section 6(1) of the CCAA, among other things, sanctioning the Plan and providing for the releases and other relief contemplated in the Plan, as such Order may be amended by any court of competent jurisdiction, in form and content satisfactory to the Applicant and the Monitor, each acting reasonably.

"Secured Claim" means a Claim or portion thereof that (i) is secured by security validly charging or encumbering the property of the Applicant as of the Filing Date or thereafter pursuant to an Order (including statutory and possessory liens that create security interests) but only up to the value of such collateral (having regard to the actual realizable value of the property subject to such charge or encumbrance and the legal priority of such charge or encumbrance), and (ii) is entitled to be proven as a secured claim pursuant to the provisions of the CCAA.

"Service List" means the service list kept by the Monitor in the CCAA Proceedings.

"Stay Period" has the meaning set out at paragraph 15 of the Amended and Restated Initial Order, as amended from time to time by subsequent Orders.

"Tax" or **"Taxes"** means any and all taxes, duties, fees, premiums, assessments, imports, levies and other charges of any kind whatsoever, including all interest, penalties, fines, additions to tax or other additional amounts in respect thereof, and 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, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada and other government pension plan premiums or contributions.

"Unaffected Claims" means, collectively:

- (a) any Claim secured by any of the CCAA Charges;
- (b) any CCAA Priority Payment Claims;
- (c) any Secured Claim;

- (d) any BOA Claim;
- (e) any Claim that cannot be compromised pursuant to subsections 5.1(2) and 19(2) of the CCAA;
- (f) any Post-Filing Claims; and
- (g) any Intercompany Claims.

"Unaffected Creditor" means a Creditor with an Unaffected Claim.

"Undeliverable Distributions" has the meaning set out in Section 4.5 hereof.

"Unresolved Claims" means a Claim or any portion thereof, that at the relevant time is disputed or otherwise unresolved and has not been accepted for the purposes of voting on and/or receiving distributions under the Plan and is not barred pursuant to the Claims Procedure Order.

1.2 Construction

For the purposes of this Plan:

- (a) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions;
- (b) unless otherwise expressly provided herein, any reference in this Plan to an instrument, agreement or an Order or an existing document or exhibit filed or to be filed means such instrument, agreement, Order, document or exhibit as it may have been or may be amended, modified, or supplemented in accordance with its terms;
- (c) unless otherwise specified, all references to currency are in Canadian dollars;
- (d) the division of this Plan into articles and sections are for convenience of reference only and do not affect the construction or interpretation of this Plan, nor are the descriptive headings or articles and sections intended as complete or accurate descriptions of the content thereof;
- (e) the use of words in the singular or plural, or with a particular gender, including a definition, will not limit the scope or exclude the application of any provision of the Plan or a schedule hereto to such Person (or Persons) or circumstances as the context otherwise permits;
- (f) the words "includes" and "including" and similar terms of inclusion will not, unless expressly modified by the words "only" or "solely", be construed as terms of limitation, but rather will mean "includes but is not limited to" and "including but not limited to", so that references to included matters will be regarded as illustrative without being either characterizing or exhaustive;
- (g) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario and any reference to an event occurring on a Business Day means prior to 5:00 p.m. (Toronto time) on such Business Day;

- (h) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;
- (i) unless otherwise provided, any reference to a statute or other enactment of parliament or a legislature or Governmental Authority includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation; and
- (j) references to a specified "article" or "section" will, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specified article or section of the Plan, whereas the terms "the Plan", "hereof", "herein", "hereto", "hereunder" and similar expressions will be deemed to refer generally to the Plan and not to any particular article, section or other portion of the Plan and includes any documents supplemental hereto.

1.3 Governing Law

The Plan will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of the Plan and all proceedings taken in connection with the Plan and its provisions will be subject to the exclusive jurisdiction of the Court.

1.4 Currency

For the purposes of distributions under the Plan, payments and distributions provided for in the Plan may, at the Applicant's option and discretion, be made in the foreign currency in which the applicable Creditor is normally paid or in Canadian dollars, and any Claims denominated in a foreign currency may be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect as at the date of the Filing Date (as set out in the Claims Procedure Order).

1.5 Schedules

The following is a Schedule to the Plan:

Schedule "A"- Form of Promissory Note

ARTICLE 2 PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose of Plan

The purposes of the Plan are to:

- (a) complete a restructuring of the Applicant;
- (b) provide for a compromise of, and consideration for, all Affected Claims that are Proven Claims by providing holders of Affected Claims that are Proven Claims with distributions as set out in Section 4.1 of the Plan; and

- (c) effect a release and discharge of all Affected Claims and Released Claims and give effect to the releases in favour of the Released Parties,

in the expectation that all Affected Creditors will derive a greater benefit from the implementation of the Plan than they would derive from the Applicant's bankruptcy or liquidation.

2.2 Persons Affected

The Plan provides for the compromise, discharge and release at the Effective Time of all Affected Claims against the Applicant and against the Directors and Officers, and a full, final and irrevocable release of all Released Claims. The Plan will become effective on the Effective Date in accordance with the steps set out herein, and shall be binding on and enure to the benefit of the Applicant, the Affected Creditors, the Released Parties and all other Persons as provided for herein or subject to this Plan, and their respective successors and assigns and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

2.3 Unaffected Claims

The Plan does not affect the Unaffected Claims subject to the express provisions hereof providing for the treatment of Released Claims. Unaffected Creditors will not be entitled to vote on the Plan in respect of their Unaffected Claims. Unaffected Claims shall be dealt with in accordance with Section 4.3 hereof or otherwise satisfied in accordance with the applicable agreements and other arrangements between Unaffected Creditors and the Applicant. Nothing in this Plan shall affect the Applicant's rights and defences, both legal and equitable, with respect to any Unaffected Claim, including all rights with respect to legal and equitable defences or entitlements to set-offs and recoupments against such claims.

2.4 Intercompany Claims

In order to maximize distributions to the Affected Creditors, the Affiliates of the Applicant, including for greater certainty, the Parent, have foregone any distributions under this Plan in respect of their claims against the Applicant. Accordingly, no distributions shall be made pursuant to this Plan in respect of Intercompany Claims and all such Intercompany Claims shall be treated as Unaffected Claims and shall be fully preserved and not released, discharged or extinguished pursuant to Section 3.5 hereof.

ARTICLE 3

CLASSIFICATION OF CREDITORS, VOTING CLAIMS AND RELATED MATTERS

3.1 Classes of Creditors

For the purposes of voting on the Plan, there will only be one class of Creditors, being the Affected Creditors Class. For the purposes of voting on the Plan, each Convenience Creditor shall be deemed to be in, and shall be deemed to vote in and as part of, the Affected Creditors Class.

3.2 Meeting

The Meeting shall be held in accordance with the CCAA, the Meeting Order, and the Plan. The only Persons entitled to attend the Meeting are the Chair, the Secretary and the Scrutineers (each as defined in the Meeting Order); Affected Creditors and their legal counsel and advisors; the Applicant and its legal counsel and advisors; the Directors and Officers and their legal counsel and

advisors; the Monitor and its legal counsel and advisors; and those Persons, including the holders of proxies, entitled to vote at the Meeting and their legal counsel and advisors. Any other Person may be admitted on invitation of the chair of the Meeting.

3.3 Voting at the Meeting

At the Meeting, the Affected Creditors Class shall vote on whether to approve the Resolution and each Affected Creditor with a Proven Claim shall be entitled to one vote, which vote shall have a value equal to the dollar value of its Proven Claim.

Notwithstanding the foregoing, each Convenience Creditor with a Proven Claim of \$7,000 or less is irrevocably deemed to have voted the full amount of its Proven Claims in favour of the approval of the Resolution without requirement for such Convenience Creditor to file a proxy to vote in favour of the Plan, in consideration for the Plan providing for the full payment of their Proven Claim. An Affected Creditor with a Proven Claim in excess of \$7,000 that wishes to be treated as a Convenience Creditor under the Plan must deliver a duly completed and executed Convenience Creditor Election to the Monitor in accordance with the terms of the Meeting Order, and upon doing so such Affected Creditor: (i) is irrevocably deemed to have voted the full amount of its Proven Claim in favour of the Resolution as a member of the Affected Creditors Class; and (ii) shall be treated as a Convenience Creditor for the purpose of distributions made under the Plan.

3.4 Unaffected Claims

Unaffected Creditors will not be entitled to vote on the Plan in respect of their Unaffected Claim. Those Unaffected Claims specified in Section 4.3 hereof will be paid in accordance with Section 4.3 hereof, or otherwise satisfied in accordance with the applicable agreements and other arrangements between Unaffected Creditors and the Applicant.

3.5 Extinguishment of Claims

At the Effective Time, in accordance with the sequence of steps set out in Section 6.2 hereof and the terms of the Plan and Sanction Order, the treatment of Affected Claims (including Proven Claims and Unresolved Claims) and Released Claims, in each case as set forth herein, will be final and binding on the Applicant, Affected Creditors (and their respective heirs, executors, administrators, legal personal representatives, successors and assigns) and any Person holding a Released Claim. All Affected Claims and all Released Claims will be fully, finally, irrevocably and forever released, discharged, cancelled and barred and the Applicant will thereupon have no further obligation whatsoever in respect of the Affected Claims and the Released Claims, as applicable; provided that (i) nothing herein releases the Applicant from the obligation to make distributions in the manner and to the extent provided for in the Plan; and (ii) such discharge and release of the Applicant will be without prejudice to the right of an Affected Creditor in respect of an Unresolved Claim to prove such Unresolved Claim in accordance with the Claims Procedure Order.

3.6 Fractions

An Affected Creditor's Proven Claim shall not include fractional numbers and Proven Claims shall be rounded down to the nearest whole dollar amount without compensation.

3.7 Voting of Unresolved Claims

Subject to Section 3.3 and Section 3.4, each Affected Creditor holding an Unresolved Claim as of the date of the Meeting shall be entitled to attend and vote at the Meeting. The Monitor shall keep a separate record of votes cast by Affected Creditors holding Unresolved Claims and shall report to the Court as to the number and amounts of any such votes if determined necessary by the Monitor. The votes cast in respect of any Unresolved Claims shall not be counted for any purpose unless, until and only to the extent that such Unresolved Claim is finally determined to be a Proven Claim.

3.8 Order to Establish Procedure for Valuing Voting Claims

The procedure for valuing Claims and resolving Unresolved Claims for voting purposes shall be as set forth in the Claims Procedure Order, the Meeting Order, the CCAA and the Plan. The Applicant and the Monitor shall have the right to seek the assistance of the Court in valuing any Unresolved Claim in accordance with the Claims Procedure Order, the Meeting Order, the CCAA and the Plan, if required, to ascertain the result of any vote on the Plan.

3.9 Approval by Required Majority

In order to be approved, the Plan must receive an affirmative vote by the Required Majority of the Affected Creditors Class.

3.10 Guarantees and Similar Covenants

No Person who has a claim under any guarantee, surety, indemnity or similar covenant in respect of any Claim which is compromised and released under the Plan or who has any right to claim over in respect of or to be subrogated to the rights of any Person in respect of a Claim which is compromised under the Plan will be entitled to any greater rights as against the Applicant than the Person whose Claim is compromised under the Plan.

3.11 Assignment of Claims Prior to the Meeting

An Affected Creditor may transfer or assign the whole of its Claim prior to the Meeting in accordance with the Claims Procedure Order, provided that the Applicant and the Monitor shall not be obliged to deal with any such transferee or assignee as an Affected Creditor in respect thereof, including allowing such transferee or assignee to vote at the Meeting, unless actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Monitor prior to 5:00 p.m. on the Record Date and acknowledged in writing by the Monitor and the Applicant. Thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order, the Meeting Order, the CCAA and the Plan constitute an Affected Creditor and shall be bound by any and all notices previously given to the transferor or assignor in respect of such Claim. Such transferee or assignee shall not be entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such person to the Applicant and Claims acquired by a transferee or assignee will not merge, consolidate or combine with any of the transferee's or assignee's other Claims.

For greater certainty, the Applicant and the Monitor shall not recognize partial transfers or assignments of Claims by Affected Creditors.

ARTICLE 4 DISTRIBUTIONS AND PAYMENTS

4.1 Distributions to Affected Creditors

(a) Convenience Creditors

On the Distribution Date, the Applicant shall, with the support of the Parent using its existing facilities (as may be amended, modified or restated), distribute to each Convenience Creditor with a Proven Claim an amount in Cash equal to the lesser of (a) \$7,000 and (b) the value of such Convenience Creditor's Proven Claim, by (i) prepaid ordinary mail to the last known address for such Convenience Creditor or (ii) wire transfer of immediately available funds to an account designated in writing by the Convenience Creditor to the Monitor (with any wire transfer or similar fee being satisfied from the distribution amount), provided that no distribution will be made in an amount less than \$20.00. Any liability of the Applicant to a Convenience Creditor for any distribution in an amount less than \$20.00 will be forever discharged and extinguished.

(b) Affected Creditors Other Than Convenience Creditors

On the Distribution Date:

- (i) the Applicant shall, with the support of the Parent using its existing facilities (as may be amended, modified or restated), distribute to each Affected Creditor (that is not a Convenience Creditor) with a Proven Claim the Initial Distribution Amount, being an amount in Cash equal to 20 cents (\$0.20) for every dollar of such Affected Creditor's Proven Claim, by (a) prepaid ordinary mail to the last known address for such Affected Creditor or (b) wire transfer of immediately available funds to an account designated in writing by the Affected Creditor to the Monitor (with any wire transfer or similar fee being satisfied from the distribution amount); **AND**
- (ii) the Applicant shall distribute to each Affected Creditor (that is not a Convenience Creditor) with a Proven Claim a promissory note (each a "**Promissory Note**"), in the form substantively similar to Schedule "A" attached hereto, with a face value equal to 30 cents (\$0.30) for every dollar of such Affected Creditor's Proven Claim, which will be payable by the Applicant in eighteen (18) equal consecutive monthly installments on the last day of each calendar month, commencing on January 31, 2021, by (a) prepaid ordinary mail to the last known address for such Affected Creditor or (b) wire transfer of immediately available funds to an account designated in writing by the Affected Creditor to the Monitor (with any wire transfer or similar fee being satisfied from the distribution amount), in accordance with the terms and conditions of the Promissory Note and subject to Section 4.1 (c) hereof, as applicable,

provided that no distribution pursuant to Section 4.1(b) hereof will be made in an amount less than \$20.00 to any Affected Creditor. Any liability of the Applicant to such Affected Creditor for any distribution in an amount less than \$20.00 will be forever discharged and extinguished.

(c) Condition Precedent to Applicant's Obligations under the Promissory Note

The payments to be made under a Promissory Note referenced in Section 4.1(b)(ii) are conditional upon the Applicant generating sufficient free cashflows from the operation of its business, after payment of amounts required to service secured debt obligations, lease and equipment financing obligations, employee wages, capital maintenance costs and other ordinary course obligations required to operate the Applicant's business, which will require the ongoing uninterrupted supply of goods and services necessary to operate the Applicant's business by suppliers without any material price increases or requirement for prepayments during the term of the Promissory Note.

4.2 Unresolved Claims and Distributions

An Affected Creditor holding an Unresolved Claim will not be entitled to receive a distribution under the Plan in respect of any portion thereof unless and until such Unresolved Claim becomes a Proven Claim. Distributions pursuant to and in accordance with this Plan shall be paid or distributed in respect of any Unresolved Claim that is finally determined to be a Proven Claim in accordance with this Plan and the Meeting Order.

4.3 Payment of Unaffected Claims

To the extent not already paid, any Unaffected Claim that is a Claim secured by one of the CCAA Charges or a CCAA Priority Payment Claim, shall be paid within five (5) Business Days of the Effective Date by the Applicant from the Administrative Reserve Fund. To the extent that the value of any such Unaffected Claim is at issue, the Monitor shall attempt to resolve such Unaffected Claim and may seek the advice and direction of the Court in connection therewith.

4.4 Taxes

In connection with the Plan and all distributions hereunder, the Applicant shall, to the extent applicable, comply with all Tax withholding and reporting requirements imposed by any law of a federal, state, provincial, local, or foreign taxing authority, and all distributions hereunder shall be subject to, and made net of, any such withholding and reporting requirements. Notwithstanding any other provision of the Plan, each Affected Creditor that is to receive a distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed by any governmental entity, including income, withholding and other Tax obligations, on account of such distribution.

4.5 Undeliverable Distributions

If a distribution to an Affected Creditor in respect of its Proven Claim is returned as undeliverable (each, an "**Undeliverable Distribution**"), no further delivery will be required unless and until the Applicant is notified in writing of such Affected Creditor's then current address. Any obligation to an Affected Creditor relating to an Undeliverable Distribution will expire three (3) months after the date of such distribution, after which date any liability to such Affected Creditor under the Plan will be forever barred, discharged, released and extinguished with prejudice and without compensation. In addition, following that date, the Applicant shall not be liable to the Affected Creditor or any other Person for any damages related to the Undeliverable Distribution. No interest shall be payable in respect of an Undeliverable Distribution.

4.6 Return of Funds to the Applicant

If, after all distributions from the Administrative Reserve Account contemplated by the Plan are made in accordance herewith, the Applicant has funds remaining in its possession in the Administrative Reserve Account, such excess funds shall be released from the Administrative Reserve Account and repaid to the Applicant, with the consent of the ABL Lender.

4.7 Assignment of Claims Subsequent to the Meeting

After the Meeting, an Affected Creditor may transfer or assign the whole, but not part, of its Claim, provided that the Applicant shall not be obliged to make distributions to any transferee or assignee of an Affected Creditor's Claim or otherwise deal with such transferee or assignee as an Affected Creditor in respect thereof unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Monitor prior to 5:00 p.m. on that day that is at least five (5) Business Days prior to the Distribution Date. Thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order, constitute an Affected Creditor and shall be bound by notices given and steps taken in respect of such Affected Creditor's Claim. For greater certainty, the Applicant shall not recognize partial transfers or assignments of Affected Creditors' Claims. A transferee or assignee of an Affected Creditor's Claim shall not be entitled to set-off, apply, merge, consolidate, or combine any such Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such transferee or assignee to the Applicant. For greater certainty, any Convenience Creditor Election by an Affected Creditor that transfers or assigns its Claim, shall be binding on any transferee or assignee of such an Affected Creditor's Claim.

4.8 Intercompany Claims

Notwithstanding Sections 4.1 to 4.2 hereof, any Person having an Intercompany Claim shall not be entitled to a distribution under the Plan.

ARTICLE 5 SANCTION ORDER AND CONDITIONS TO PLAN IMPLEMENTATION

5.1 Application for Sanction Order

If the Plan is approved by the Required Majority of the Affected Creditors Class, the Applicant shall apply to the Court for the Sanction Order. The Applicant shall use commercially reasonable efforts to obtain the Sanction Order on October 26, 2020, or as soon thereafter as practicable. Subject to the Sanction Order being granted and the satisfaction or waiver by the Applicant of the Conditions Precedent, the Plan will be implemented by the Applicant as provided in Article 6 hereof.

5.2 Effect of the Sanction Order

In addition to sanctioning the Plan, the Sanction Order to be sought by the Applicant will, without limitation to any other terms that it may contain:

- (a) confirm that the Meeting was duly called and held in accordance with the Meeting Order;
- (b) declare that: (i) the Plan has been approved by the Required Majority of the Affected Creditors Class in conformity with the CCAA; (ii) the Applicant has complied with the

provisions of the CCAA and the Orders in all respects; (iii) the Court is satisfied that the Applicant has not done or purported to do anything that is not authorized by the CCAA; and (iv) the Plan, and the transactions contemplated thereby are fair and reasonable;

- (c) declare that, as at the Effective Time, the Plan and all associated steps, compromises, transactions, arrangements, assignments, releases and the restructuring effected thereby are sanctioned, approved, binding and effective as herein set out upon the Applicant, all Affected Creditors, and all other Persons affected by the Plan;
- (d) declare that the compromises, arrangements, discharges and the releases referred to in the Plan are approved and shall become binding and effective in accordance with the Plan;
- (e) compromise, discharge and release the Applicant from any and all Affected Claims and declare that the ability of any Person to proceed against the Applicant in respect of or relating to any such Affected Claims and claims shall be forever discharged, extinguished, released and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims and claims shall be permanently stayed against the Applicant, subject only to the right of Affected Creditors to receive distributions pursuant to the Plan in respect of their Affected Claims;
- (f) declare that, notwithstanding: (i) the pendency of the CCAA Proceedings; (ii) any applications for a bankruptcy, receivership or other order now or hereafter issued pursuant to the BIA, the CCAA or otherwise in respect of the Applicant and any bankruptcy, receivership or other order issued pursuant to any such applications; and (iii) any assignment in bankruptcy made or deemed to be made in respect of the Applicant, the transactions contemplated by the Plan will be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicant or its assets and will not be void or voidable by Creditors of the Applicant, nor will the Plan, or the payments and distributions contemplated pursuant thereto constitute nor be deemed to constitute a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA, CCAA or any other applicable federal or provincial legislation, nor will the Plan constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation;
- (g) declare that, subject to the performance by the Applicant of its obligations under the Plan, all obligations, contracts, agreements, leases or other arrangements to which the Applicant is a party shall be and remain in full force and effect, unamended, as at the Effective Date, unless disclaimed or resiliated by the Applicant prior to the Effective Date, and no party to any such obligation or agreement shall, on or following the Effective Date, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise disclaim or resiliate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation or agreement, by reason:
 - (i) of any event which occurred prior to, and not continuing after, the Effective Date or which is or continues to be suspended or waived under the Plan, which would have entitled any other party thereto to enforce those rights or remedies;
 - (ii) that the Applicant has sought or obtained relief or has taken steps as part of the Plan or under the CCAA;

- (iii) of any default or event of default arising as a result of the financial condition or insolvency of the Applicant;
- (iv) of the effect upon the Applicant of the completion of any of the transactions contemplated under the Plan; and
- (v) of any compromises, settlements, restructurings and releases effected pursuant to the Plan;
- (h) authorize all Persons, named in the Plan, including the Applicant and the Monitor, to perform their functions and fulfil their obligations under the Plan to facilitate the implementation of the Plan;
- (i) declare that all distributions to the Affected Creditors under the Plan are for the account of the Applicant and the fulfillment of the Applicant's obligations under the Plan;
- (j) declare that, as at the Effective Time, the Applicant shall no longer be subject to the CCAA Proceedings, provided that the Monitor's powers and functions with respect to the resolution and administration of Unresolved Claims, making distributions under the Plan and completing its obligations relating to the Plan shall continue;
- (k) declare that any Affected Claim that is not a Proven Claim or Unresolved Claim is forever barred and extinguished;
- (l) direct the Monitor to file the Monitor's Implementation Certificate in the CCAA Proceedings;
- (m) declare that each of the CCAA Charges will be terminated, discharged, expunged and released;
- (n) approve the conduct of the Directors of the Applicant during the CCAA Proceedings;
- (o) approve all conduct of Richter in relation to the Applicant and bar all claims against Richter arising from or relating to the services provided to the Applicant up to and including the date of the Sanction Order;
- (p) confirm the releases contemplated in Section 7.2 hereof and at the Effective Time, compromise, discharge and release the Released Parties from any and all Released Claims of any nature in accordance with the Plan and Section 7.2 hereof, and declare that the ability of any Person to proceed against the Released Parties (or any of them) in respect of or relating to any Released Claim will be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such Released Claims be permanently stayed;
- (q) as of the Effective Time, bar, stop, stay and enjoin the commencing, taking, applying for or issuing or continuing of any and all steps or proceedings, including without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Released Party in respect of all Released Claims and any matter which is released pursuant to Article 7 hereof; and

- (r) declare that the Applicant and the Monitor may apply to the Court for advice and direction in respect of any matters arising from or in relation to the Plan or implementation thereof after the Effective Date.

5.3 Conditions Precedent to Plan Implementation

The implementation of this Plan is subject to the satisfaction or waiver of the following Conditions Precedent on or prior to the Effective Date:

- (a) the Plan has been approved by the Required Majority of the Affected Creditors Class;
- (b) the Plan has been approved and sanctioned by the Court;
- (c) all relevant Persons will have executed, delivered and filed all documents and other instruments that, in the opinion of the Applicant, acting reasonably, are necessary to implement the provisions of the Plan or the Sanction Order; and
- (d) the maximum amount payable by the Applicant under Section 4.1(a), 4.1(b)(i), under all Promissory Notes issued pursuant to Section 4.1(b)(ii), and under Section 4.3 hereof is satisfactory to the ABL Lender.

Any Condition Precedent other than any statutory requirements regarding the voting, approval and sanctioning of the Plan pursuant to the provisions of the CCAA and the Condition Precedent in Section 5.3(d) may be waived by the Applicant with the consent of the Monitor. The Condition Precedent in Section 5.3(d) may only be waived by the Applicant with the consent of the Monitor and the ABL Lender.

ARTICLE 6 RESTRUCTURING AND PLAN IMPLEMENTATION

6.1 Corporate and Other Authorizations

The adoption, execution, delivery, implementation and consummation of all matters contemplated under the Plan involving corporate or other action of the Applicant will occur and be effective as of the Effective Time and will be authorized and approved under the Plan and by the Court, where appropriate, as part of the Sanction Order, in all respects and for all purposes without any requirement of further action by any of the Directors and Officers. All necessary approvals to take actions, if required, shall be deemed to have been obtained from the board of directors of the Applicant.

6.2 Transactions

On or prior to the Effective Date, all Conditions Precedent must be satisfied or waived in accordance with the Plan and the Sanction Order, and all actions, documents, agreements and funding necessary to implement all of the transactions set out in Section 6.2 hereof must be in place and be final and irrevocable prior to the Effective Date.

On the Effective Date, the following will occur, and be deemed to have occurred:

- (a) subject to the consent of the ABL Lender, the Applicant shall hold funds, in trust, in an amount sufficient to fund all distributions contemplated by Section 4.3 hereof from the Administrative Reserve Fund; and
- (b) all Affected Claims and Released Claims will be fully, finally, irrevocably and forever released, discharged, cancelled and barred in accordance with Section 3.5 and Article 7 hereof.

6.3 Effective Date

Upon satisfaction or waiver of the Conditions Precedent, the Applicant will proceed to implement the Plan. In consultation with the Monitor, the Applicant will designate the Effective Date and will implement the Plan on that date.

6.4 Monitor's Certificate – Plan Implementation

As soon as practicable following the occurrence of the Effective Time, the Monitor will serve on the Service List in the CCAA Proceedings and post on the Monitor's Website the Monitor's Implementation Certificate confirming that the Effective Date has occurred and will file such certificate with the Court.

ARTICLE 7 EFFECT OF PLAN

7.1 Binding Effect of the Plan

The Plan (including, without limitation, the releases and injunctions contained herein), upon being sanctioned and approved by the Court pursuant to the Sanction Order shall be binding as of the Effective Time on all Persons irrespective of the jurisdiction in which the Persons reside or in which the Claims arose and shall constitute:

- (a) a full, final and absolute settlement of all rights of any Affected Creditor; and
- (b) an absolute release, extinguishment and discharge of all indebtedness, liabilities and obligations of or in respect of any Affected Claim.

7.2 Released Parties

From and after the Effective Time, each of the Released Parties will be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any indebtedness, liability, obligation, demand or cause of action of whatever nature that any Person (including any Person who may claim contribution or indemnification against or from the Released Parties) may be entitled to assert, including any and all Claims in respect of statutory liabilities of Directors and Officers, whether known or unknown, matured or unmatured, direct, indirect or derivative, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Time relating to, arising out of or in connection with any Claim, including any Claim arising out of (i) the restructuring, disclaimer, resiliation, breach or termination of any contract, lease, agreement or other arrangement, whether written or oral, (ii) the Business; (iii) the Plan; (iv) any transaction referenced in and relating to the Plan; and (v) the CCAA

Proceedings (collectively, the "**Released Claims**"). Notwithstanding the foregoing, nothing in this Section 7.2 will release Non-Released Claims.

From and after the Effective Time, all Persons, along with their respective affiliates, present and former officers, directors, employees, associated individuals, auditors, financial advisors, legal counsel, other professionals, sureties, insurers, indemnities, agents, dependants, heirs, representatives and assigns, as applicable, are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Time, with respect to Released Claims, from:

- (a) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties;
- (b) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their property;
- (c) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation by way of contribution or indemnity or other relief, in common law, or in equity, breach of trust or breach of fiduciary duty or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any Person who, as a result, makes or might reasonably be expected to make a claim, in any manner or forum, against any of the Released Parties;
- (d) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind; or
- (e) taking any actions to interfere with the implementation or consummation of this Plan or the transactions contemplated therein.

7.3 Claims Not Released

For clarity, nothing in Sections 7.1 or 7.2 will release or discharge:

- (a) the Applicant from or in respect of any Unaffected Claim or its obligations to Affected Creditors under the Plan;
 - (b) a Released Party in respect of a claim whereby the Released Party is adjudged by the express terms of a judgment rendered on a final determination on the merits by the Court or by a court of competent jurisdiction in a judgement recognized by the Court to have committed fraud or wilful misconduct or to have been grossly negligent or, in the case of Directors, in respect of any claim referred to in section 5.1(2) of the CCAA; and
 - (c) any BOA Claim,
- (collectively, the "**Non-Released Claims**").

7.4 Consents, Waivers and Agreements at the Effective Time

At the Effective Time, each Affected Creditor will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety. Without limiting the foregoing, each Affected Creditor will be deemed:

- (a) to have executed and delivered to the Applicant all consents, assignments, releases and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety;
- (b) to have waived any default by or rescinded any demand for payment against the Applicant that has occurred on or prior to the Effective Date;
- (c) to have agreed that, if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Affected Creditor and the Applicant with respect to an Affected Claim as at the Effective Date and the provisions of the Plan, then the provisions of the Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly; and
- (d) from and after the Effective Time, such Affected Creditor shall be deemed to have waived any and all defaults of the Applicant then existing or previously committed or caused by the Applicant, directly or indirectly, or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, express or implied, in any contract, credit document, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Affected Creditor and the Applicant arising from the CCAA Proceedings or the transactions contemplated by the Plan and the failure by the Applicant to receive any consent from such Affected Creditor to any transaction contemplated by the Plan and any and all notices of default and demands for payment under any instrument, including any guarantee arising from such default, shall be deemed to have been rescinded.

ARTICLE 8 GENERAL

8.1 Amendments to the Plan

Before and during the Meeting, with the prior written consent of the Monitor and the ABL Lender, the Applicant may at any time and from time to time, amend, restate, modify and/or supplement the Plan provided that any such amendment, restatement, modification or supplement must be contained in a written document which is filed with the Court and (i) if made prior to or at the Meeting, communicated to the Affected Creditors in the manner contemplated by the Meeting Order; and (ii) if made following the Meeting, approved by the Court and following notice to the Affected Creditors.

After the Meeting, with the prior written consent of the Monitor and the ABL Lender, the Applicant may at any time and from time to time amend, restate, modify and/or supplement the Plan:

- (a) without an Order if, in the opinion of the Monitor, such amendment, restatement, modification or supplement would not be materially prejudicial to the interests of the Affected Creditors under the Plan or is necessary to give effect to the full intent of the Plan or the Sanction Order; or

- (b) pursuant to an Order made on notice to all Persons potentially affected by such, amendment, restatement, modification or supplement.

Any amended, restated, modified or supplemented Plan or Plans filed with the Court and, if required by this Section 8.1, approved by the Court, will for all purposes be and be deemed to be a part of and incorporated in the Plan.

8.2 Severability

If, prior to the Effective Time, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Applicant and subject to the consent of the Monitor and the ABL Lender, may either (i) sever such term or provision from the balance of the Plan and provide the Applicant with the option to proceed with the implementation of the balance of the Plan, or (ii) alter and interpret such provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of such provision, and such provision will then be applicable as altered or interpreted and the remainder of the provisions of the Plan will remain in full force and effect and will in no way be invalidated by such alteration or interpretation.

8.3 Deeming Provisions

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

8.4 Paramountcy

From and after the Effective Time, any conflict between the Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, bylaws of the Applicant, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between one or more of the Affected Creditors and the Applicant as at the Effective Date will be deemed to be governed by the terms, conditions and provisions of the Plan and the Sanction Order.

8.5 Set-Off

Subject to Sections 3.8 and 4.7, the law of set-off applies to all Affected Claims.

8.6 Responsibilities of the Monitor

The Monitor is acting and will continue to act in all respects in its capacity as Monitor in the CCAA Proceedings with respect to the Applicant (and not in its personal capacity). The Monitor will not be responsible or liable for any obligations of the Applicant. The Monitor will have the powers and protections granted to it by the Plan, the CCAA and any other Order made in the CCAA Proceedings. Richter will incur no personal liability whatsoever whether on its own part or in respect of any failure on the part of the Applicant to observe, perform or comply with any of its obligations under the Plan. Any release, discharge or other benefit conferred upon the Monitor pursuant to the Plan will enure to the benefit of Richter. The Monitor in its personal capacity will be a third party beneficiary to the Plan entitled to enforce such releases, discharges and benefits in accordance with the terms of the Plan.

8.7 Different Capacities

Persons who are affected by the Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity in accordance with the Meeting Order. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless otherwise provided in the Meeting Order, or unless expressly agreed by the Person in writing.

8.8 Further Assurances

At the request of the Applicant, each of the Persons named or referred to in, or subject to, the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the transactions contemplated herein, notwithstanding any provision of the Plan that deems any transaction or event to occur without further formality.

8.9 Notices

Except as otherwise provided for in the Meeting Order, any other notice or other communication to be delivered or filed hereunder must be in writing and reference the Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail, facsimile or by e-mail addressed to the respective parties as follows:

(a) If to the Applicant:

1001 Broken Sound Parkway, NW, Suite "A",
Boca Raton, Florida 33487
Attention: Adam Morgan
Email: amorgan@qep.com

With a copy to:

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, Ontario, Canada
M5X 1A4

Attention: Raj Sahni and Danish Afroz
Email: sahnir@bennettjones.com; afrozd@bennettjones.com

(b) If to the Monitor:

Richter Advisory Group Inc., in its capacity as Court-appointed monitor of Roberts Company Canada Limited

181 Bay Street, #3510
Bay Wellington Tower
Toronto, Ontario, Canada
M5J 2T3

Attention: Paul Van Eyk and Duncan Lau
Email: pvaneyk@richter.ca/dlau@richter.ca

With a copy to:

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3400
Toronto, Ontario, Canada
M5H 4E3

Attention: Roger Jaipargas
Email: RJaipargas@blg.com

or to such other address as any party may from time to time notify the others in accordance with this section, or, in the case of an address change for the Applicant or the Monitor, by posting notice of such address change on the Monitor's Website. Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent before 4:00 p.m. (Toronto time) on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day.

8.10 Further Assurances

Each of the Persons named or referred to in, or subject to, the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan, or any other events or transactions contemplated herein, notwithstanding any provision of the Plan that deems any event or transaction to occur without further formality.

8.11 Language

This Plan, as well as any notices, schedules or other documents related thereto has been and will be prepared in the English language only. To the extent a French language or other translation is prepared, any such translation will be for informational purposes only, it being intended that the English language version will govern and prevail in all respects.

8.12 Acts to Occur on Next Business Day

If any distribution, payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such distribution, payment or the performance of such act may be completed on the next succeeding Business Day, but will be deemed to have been completed as of the required date.

8.13 Non-Consummation of the Plan

If the Plan is revoked at any time prior to the Effective Time, it will be null and void in all respects. Nothing contained in the Plan and no act taken in preparation for the implementation of the Plan will (a) constitute or be deemed to constitute a waiver or release of any Claims by or against the Applicant or any other Person; (b) prejudice the rights of the Applicant or any other Person in any

further proceeding involving the Applicant; or (c) constitute an admission of any sort by the Applicant or any Person.

[Signatures on the following page]

DATED at Toronto, Ontario, as of this 28th day of September, 2020.

) **ROBERTS COMPANY CANADA LIMITED**

)

)

) Per: _____

) Name:

) Title:

)

) I have authority to bind the Corporation

SCHEDULE "A"

PROMISSORY NOTE

PRINCIPAL AMOUNT: CDN\$[●]

ISSUED: November 9, 2020

FOR VALUE RECEIVED, Roberts Company Canada Limited (the "**Debtor**") hereby promises to pay to or to the order of [●] (the "**Holder**"), in immediately available funds in the lawful currency of [Canada], the principal amount of [amount in words] (\$[●]) (the "**Principal Amount**"). For greater certainty, the Principal Amount is equal to 30 cents (\$0.30) for every dollar of such Holder's Proven Claim as against the Debtor. Capitalized terms used but not defined in this promissory note (this "**Promissory Note**") shall have the meaning ascribed thereto in the plan of compromise or arrangement of the Debtor dated September 28, 2020 pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA Plan**").

The Principal Amount shall be payable in 18 equal consecutive monthly installments of \$[insert amount that is 1/18th of the Principal Amount], without interest, on the last day of each calendar month, commencing on January 31, 2021 and ending on June 30, 2022 (the "**Maturity Date**").

Payments of the Principal Amount under the Promissory Note are conditional upon the Debtor generating sufficient free cashflows from the operation of its business, after payment of amounts required to service secured debt obligations, lease and equipment financing obligations, employee wages, capital maintenance costs and other ordinary course obligations required to operate the Debtor's business, which will require the ongoing uninterrupted supply of goods and services necessary to operate the Debtor's business by suppliers without any material price increases or requirement for prepayments during the term of the Promissory Note.

Payments of the Principal Amount under this Promissory Note are unsecured obligations of the Debtor and will be paid monthly from the free cashflows generated by the Debtor's business, after payment of amounts required, in the sole discretion of the Debtor, to service secured debt obligations, lease and equipment financing obligations, employee wages, capital maintenance costs and other ordinary course obligations required to operate the business of the Debtor. If the Debtor does not make any payment of the Principal Amount, when due, under the foregoing paragraph, such monthly Principal Amount (each a "**Payment Shortfall**") shall remain an obligation of the Debtor and shall be added as a consecutive monthly payment to be paid in arrears, without interest, following the Maturity Date and the Maturity Date shall be extended to allow for such additional monthly payment(s) of arrears. For greater certainty, all obligations payable under this Promissory Note are obligations of the Debtor only, and do not and shall not constitute an obligation of Q.E.P. Co., Inc., Roberts Consolidated Industries, Inc., or any other Affiliate.

No interest shall be payable on the Principal Amount outstanding at any time, and from time to time, under this Promissory Note.

If there are no Payment Shortfalls outstanding under this Promissory Note, the Debtor may prepay the Principal Amount in whole at any time without notice, interest or bonus.

The Debtor waives demand, presentment for payment, notice of non-payment, notice of dishonour, notice of acceleration, and notice of protest of this Promissory Note. The obligations of the Debtor hereunder shall be subject to any counter-claim, set-off or other claim whatsoever of the Debtor against the Holder. This Promissory Note shall enure to the benefit of the Holder and his, her, or its heirs, executors,

administrators, assigns, successors and personal legal representatives and shall be binding upon the Debtor and its successors and assigns.

This Promissory Note shall be governed by the laws in force in the Province of Ontario and the federal laws of Canada applicable therein. This Promissory Note shall not be changed, modified, discharged or cancelled orally or in any manner other than by agreement in writing signed by the Holder or his, her, or its heirs, executors, administrators, assigns, successors and personal legal representatives.

[Signature page follows]

IN WITNESS WHEREOF the Debtor has caused this Promissory Note to be executed in its corporate name by a proper officer duly authorized on its behalf.

Dated at Toronto, Ontario as of the date first written above.

ROBERTS COMPANY CANADA LIMITED

Per: _____
Name:
Title:

I have authority to bind the Corporation

SCHEDULE "B"**MONITOR'S CERTIFICATE**

Court File No. CV-20-00643158-00CL

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
ROBERTS COMPANY CANADA LIMITED

MONITOR'S CERTIFICATE

WHEREAS pursuant to the Order of this Court dated June 29, 2020, Richter Advisory Group Inc. was appointed as the monitor (the "**Monitor**") of Roberts Company Canada Limited (the "**Applicant**") in the within CCAA proceedings bearing Court File No.: CV-20-00643158-00CL (the "**CCAA Proceedings**");

AND WHEREAS pursuant to the Order of this Court dated September 28, 2020, the Applicant filed the plan of compromise and arrangement pursuant to the *Companies' Creditors Arrangement Act* (Canada) (as may be amended or restated in accordance with its terms, the "**Plan**");

AND WHEREAS the Plan has been sanctioned by this Honourable Court by Order dated October 26, 2020 (the "**Sanction Order**");

AND WHEREAS section 6.4 of the Plan and paragraph E.13 of the Sanction Order require the Monitor to serve on the service list in the CCAA Proceedings and post on the website established by the Monitor in respect of these CCAA Proceedings a certificate, signed by the Monitor, certifying that the Effective Date has occurred;

AND WHEREAS the Effective Date has occurred;

AND WHEREAS all capitalized terms used but not defined herein shall have the meanings given to them in the Plan;

THE MONITOR HEREBY CERTIFIES that:

1. Pursuant to the terms of the Plan, the Effective Date has occurred;
2. The Monitor has received, from or on behalf of the Applicant, in immediately available funds, an amount sufficient to be distributed by the Applicant to each of the KERP beneficiaries, in indefeasible payment in full of all amounts owing and outstanding under the KERP and any other amounts secured by the KERP Charge (as such capitalized terms are defined in the Amended and Restated Initial Order); and
3. This Certificate is delivered by the Monitor on _____, 2020.

RICHTER ADVISORY GROUP INC., solely in its capacity as court appointed monitor of the Applicant, and not in its personal capacity or in any other capacity

Per: _____
Name:
Title:

SCHEDULE "C"

MONITOR'S SECOND CERTIFICATE

Court File No. CV-20-00643158-00CL

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
ROBERTS COMPANY CANADA LIMITED

MONITOR'S SECOND CERTIFICATE

WHEREAS pursuant to the Order of this Court dated June 29, 2020, Richter Advisory Group Inc. was appointed as the monitor (the "**Monitor**") of Roberts Company Canada Limited (the "**Applicant**"), in the within CCAA proceedings (the "**CCAA Proceedings**");

AND WHEREAS pursuant to the Order of this Court dated September 28, 2020 (the "**Meeting Order**"), the Applicant filed the plan of compromise and arrangement pursuant to the *Companies' Creditors Arrangement Act* (Canada) (as may be amended or restated in accordance with its terms, the "**Plan**");

AND WHEREAS the Plan has been sanctioned by this Honourable Court by Order dated October 26, 2020 (the "**Sanction Order**");

AND WHEREAS the Sanction Order requires that, upon: (i) fulfillment of the Monitor's duties under the Claims Procedure Order and the Sanction Order; (ii) the Monitor receiving an acknowledgement of payment in full of the claims secured by the Administration Charge; and (iii) payment, by the Applicant from the KERP Escrow Fund, to each of the KERP beneficiaries of all amounts owing and outstanding under the KERP and any other amounts secured by the KERP Charge, the Monitor shall serve on the service list in the CCAA Proceedings a certificate, signed by the Monitor, certifying same;

AND WHEREAS the Monitor has: (i) completed its duties under the Claims Procedure Order and the Sanction Order; (ii) received an acknowledgement of payment in full of the claims secured by the Administration Charge; and (iii) received an acknowledgement from the Applicant of payment by the Applicant from the KERP Escrow Fund to each of the KERP beneficiaries of all amounts owing and outstanding under the KERP and any other amounts secured by the KERP Charge;

AND WHEREAS all capitalized terms used but not defined herein shall have the meanings given to them in the Plan;

THE MONITOR HEREBY CERTIFIES that:

1. The Monitor has completed its duties under the Claims Procedure Order and the Sanction Order;
2. The Monitor has received an acknowledgement of payment in full of the claims secured by the Administration Charge;
3. The Monitor has received an acknowledgement of payment by the Applicant from the KERP Escrow Fund to each of the KERP beneficiaries of all amounts owing and outstanding under the KERP and any other amounts secured by the KERP Charge; and
4. Upon the filing of this Monitor's Second Certificate:
 - (a) the CCAA Proceedings shall be terminated;
 - (b) the Monitor shall be discharged and released from its duties, obligations and responsibilities as Monitor of the Applicant and shall be forever released, remised and discharged from any claims against it relating to its activities as Monitor; and
 - (c) the Directors' Charge, the Administration Charge, and the KERP Charge (as each term is provided for and defined in the Amended and Restated Initial Order) shall be terminated, discharged, expunged and released.

5. This Certificate is delivered by the Monitor on _____, 2020.

RICHTER ADVISORY GROUP INC., solely
in its capacity as court appointed monitor of the
Applicants, and not in its personal capacity or in
any other capacity

Per: _____
Name:
Title:

**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 OR COMPROMISE OR ARRANGEMENT OF ROBERTS COMPANY CANADA LIMITED**

Court File No. CV-20-00643158-00CL

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

Proceedings commenced in Toronto

SANCTION ORDER

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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 OR COMPROMISE OR ARRANGEMENT OF ROBERTS COMPANY CANADA LIMITED**

Court File No. CV-20-00643158-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
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**MOTION RECORD
(Returnable October 26, 2020)**

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