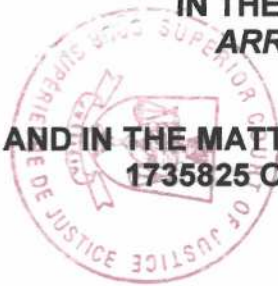


ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) TUESDAY, THE 12TH
Justice Conway)
)
) DAY OF SEPTEMBER 2017

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
1735825 Ontario Inc. (formerly known as Grafton-Fraser Inc.)



(the "Applicant")

ORDER

(DISTRIBUTION, STAY EXTENSION, DISCHARGE & TERMINATION OF CCAA)

THIS MOTION made by Richter Advisory Group Inc., in its capacity as the court-appointed monitor of the Applicant (the "**Monitor**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario by way of Court Call.

ON READING the Notice of Motion of the Monitor, the fifth report of Richter Advisory Group Inc., dated July 13, 2017 and the appendices thereto (the "**Fifth Report**"), the sixth report of Richter Advisory Group Inc. dated September 5, 2016, and the appendices thereto (the "**Sixth Report**"), and on hearing the submissions of counsel for the Monitor and counsel for GSO GF Acquisition B.C. Ltd. ("**Purchaser**"), no one else appearing although duly served as appears from the affidavit of service of Benjamin Goodis sworn September 6, 2017, filed;

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein be and is hereby abridged and validated so that the Motion is properly returnable today.
2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated January 25, 2017 as amended and restated (the "**Amended and Restated Initial Order**").

DISTRIBUTIONS

3. **THIS COURT ORDERS** that, the Monitor be and is hereby authorized and directed to remit to the Purchaser or as otherwise directed by the Purchaser in writing, without further Order of the Court, all such net amounts as the Applicant may have available (including amounts held in trust by the Monitor for the Applicant) as the Monitor may approve from time to time until the CCAA Termination Time (as defined below) (the "**Payments**").
4. **THIS COURT ORDERS** that, notwithstanding:
 - (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Applicant and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made in respect of the Applicant;

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

pursuant to any applicable federal or provincial legislation and shall, be free of all claims, liens, security interests, charges or encumbrances granted by or relating to the Applicant.

APPROVAL OF MONITOR'S FIFTH AND SIXTH REPORT

5. **THIS COURT ORDERS** that the Fifth Report and the Sixth Report, and the activities of the Monitor referred to therein, be and are hereby approved.

APPROVAL OF FEES AND DISBURSEMENTS

6. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and of its counsel, Cassels Brock and Blackwell LLP ("**Cassels**"), as set out in the Sixth Report and in the Appendices thereto, be and are hereby approved.

7. **THIS COURT ORDERS** that the anticipated further fees and disbursements of the Monitor and of Cassels, estimated not to exceed \$100,000 (plus H.S.T.), to complete their remaining duties and the administration of these CCAA proceedings, all as set out in the Sixth Report and in the Appendices thereto, be and are hereby approved, and that the Monitor and Cassels shall not be required to pass their accounts in respect of any further activities in connection with the administration of these CCAA proceedings provided the fees and disbursements of the Monitor and Cassels do not exceed the amount of \$100,000 (plus H.S.T.).

RELEASE OF FUNDS TO THE MONITOR

8. **THIS COURT ORDERS** that the Monitor, Cassels and the Applicant's counsel, Fasken Martineau DuMoulin LLP, be and are hereby authorized from time to time to apply any funds held by them as professional fee retainers, on account of their respective current or future outstanding fees and disbursements, provided, however, that any unused balance of the professional fee retainers shall be transferred to the Monitor on behalf of the Applicant to be transferred in accordance with this Order.

TERMINATION OF CHARGES

9. **THIS COURT ORDERS** that the Term Lenders' DIP Charge, the ABL Lender's Charge and the KERP Charge (each as defined in the Amended and Restated Initial Order) shall be and are hereby terminated, released and discharged.

TERMINATION OF CCAA PROCEEDINGS

10. **THIS COURT ORDERS** that upon the filing of a certificate of the Monitor substantially in the form attached hereto as Schedule "A" (the "**Monitor's Discharge Certificate**") certifying that the Remaining Activities (as defined in the Sixth Report) have been completed that the CCAA proceedings shall be terminated effective as of the date and time set out in the Monitor's Discharge Certificate without any further act or formality (the "**CCAA Termination Time**").

11. **THIS COURT ORDERS** that the Administration Charge and the Directors' Charge shall be and are hereby terminated, released and discharged at the CCAA Termination Time.

DISCHARGE OF THE MONITOR

12. **THIS COURT ORDERS AND DECLARES** that effective at the CCAA Termination Time, the Monitor shall be and is hereby discharged as Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time.

13. **THIS COURT ORDERS AND DECLARES** that, in addition to the protections in favour of the Monitor as set out in the CCAA, the Amended and Restated Initial Order, any other Order of this Court in the CCAA proceedings or otherwise, all of which are expressly continued and confirmed, the Monitor shall not be liable for any act or omission on the part of the Monitor, including with respect to any reliance thereof, including without limitation, with respect to any information disclosed, any act or omission pertaining to the discharge of the Monitor's duties in the CCAA proceedings or with respect to any other duties or obligations of the Monitor under the CCAA or otherwise, save and except for any claim or liability arising out of any gross negligence

or wilful misconduct on the part of the Monitor. Subject to the foregoing, and in addition to the protections in favour of the Monitor as set out in the CCAA, the Amended and Restated Initial Order, any other Order of this Court in the CCAA proceedings or otherwise, any claims against the Monitor in connection with the performance of its duties as Monitor be and are hereby released, stayed, extinguished and forever barred and the Monitor shall have no liability in respect thereof.

14. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, the termination of the CCAA proceedings, and the discharge of the Monitor, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, any of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Amended and Restated Initial Order, any other Order of this Court in the CCAA proceedings or otherwise, all of which are expressly continued and confirmed.

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

STAY EXTENSION

16. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 15 of the Amended and Restated Initial Order) be and is hereby extended until and including the CCAA Termination Time.

GENERAL

17. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court for advice and directions to give effect to the Payments and other matters proposed herein.

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

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

20. **THIS COURT ORDERS** that the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

SEP 12 2017

PER / PAR:



SCHEDULE "A"

Court File No. CV-17-11677-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
)
)

**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
1735825 Ontario Inc. (formerly known as Grafton-Fraser Inc.)**

(the "Applicant")

MONITOR'S DISCHARGE CERTIFICATE

RECITALS

- A. Richter Advisory Group Inc. was appointed as the monitor (the "**Monitor**") of the Applicant in the within CCAA proceedings pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated January 25, 2017 as amended and restated on January 30, 2017 (the "**Amended and Restated Initial Order**");
- B. Pursuant to an Order of the Court dated September 12, 2017 (the "**CCAA Termination Order**"), the Monitor shall be discharged and the CCAA proceedings shall be terminated upon the filing of this Monitor's Discharge Certificate with the Court;
- C. Unless otherwise indicated herein, capitalized terms used in this Monitor's Discharge Certificate shall have the meanings ascribed thereto in the CCAA Termination Order.

THE MONITOR CERTIFIES the following:

1. The Remaining Activities have been completed and that all matters to be attended to in connection with the CCAA proceedings have been completed.

ACCORDINGLY, the CCAA Termination Time as defined in the CCAA Termination Order has occurred.

DATED at Toronto, Ontario at _____ [TIME] on this ____ day of _____, 20____.

RICHTER ADVISORY GROUP INC., solely in its capacity as Court-appointed Monitor of **1735825 Ontario Inc. (formerly known as Grafton-Fraser Inc.** and not in its personal capacity

By: _____
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 OF COMPROMISE OR ARRANGEMENT OF 1735825 Ontario Inc. (formerly known as Grafton-Fraser Inc.)

Court File No. CV-17-11677-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

ORDER

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