

**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 SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF
NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF
NURSES FOR CANADA – WESTERN REGION

Applicants

**MOTION RECORD
(Re: Approval of Sanction Orders)
(Returnable November 23, 2016)**

November 18, 2016

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(Updated July 15, 2016)

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AND TO:	Ministry of Labour Legal Services 400 University Avenue, 11 th Floor Toronto, ON M7A 1T7	AND TO:	Department of Health and Wellness Continuing Care Branch 1894 Barrington Street, PO Box 488 Halifax, NS B3J 2R8 Attention: Director, Liaison and Service support
AND TO:	Jim Peplinski Leasing Inc. 3200 Bloor Street West Toronto, ON M8X 1E1	AND TO:	CBSC Capital Inc. 3450 Superior Court, Unit 1 Oakville, ON L6L 0C4
AND TO:	CBSC Capital Inc. 100-1235 North Service Rd W Oakville, ON L6M 2W2	AND TO:	GE VFS Canada Limited Partnership 2300 Meadowvale Blvd., Suite 200 Mississauga, ON L5N 5P9
ANDT O:	IBM Canada Limited 3600 Steeles Ave East A4 Markham, ON L3R 9Z7 Attention: Law Clerk/PPSA Administration	AND TO:	IBM Canada Limited 3600 Steeles Ave East A4 Markham, ON L3R 9Z7 General Manager, IBM Global Financing Fax: 905-316-3031
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The following parties are to be served only with documents relating to pension matters:

<p>TO:</p>	<p>Ontario Public Service Employees Union</p> <p>Cheri Hearty Tel: 613-443-8888 x 5565 Fax: 905-712-3009 chearty@opseu.org</p>		
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SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

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Applicants

**MOTION RECORD
(RE: APPROVAL OF SANCTION ORDERS)
(RETURNABLE NOVEMBER 23, 2016)**

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Court File No. CV-15-11192-00CL

**ONTARIO
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NURSES FOR CANADA – WESTERN REGION

Applicants

**NOTICE OF MOTION
(returnable November 23, 2016)**

Victorian Order of Nurses For Canada ("**VON Canada**"), Victorian Order Of Nurses For Canada-Eastern Region ("**VON East**") and Victorian Order Of Nurses For Canada-Western Region ("**VON West**") will make a motion to a Judge presiding over the Commercial List on Wednesday, November 23, 2016 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto.

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

THE MOTION IS FOR orders, among other things:

- a) sanctioning and approving VON Canada's Amended and Restated Plan of Compromise or Arrangement dated November 18, 2016 (the "**VON Canada Plan**");

- b) sanctioning and approving VON East's Amended and Restated Plan of Compromise or Arrangement dated November 18, 2016 (the "**VON East Plan**");
- c) sanctioning and approving VON West's Amended and Restated Plan of Compromise or Arrangement dated November 18, 2016 (the "**VON West Plan**" and, together with the VON East Plan and the VON Canada Plan, the "**Plans**");
- d) approving the Fourth Report, dated October 1, 2016, the Fifth Report, dated October 1, 2016, the Sixth Report, dated October 1, 2016, the Seventh Report, dated November 7, 2016, and the Eighth Report to be filed, in each case of Collins Barrow Toronto Limited, in its capacity as Monitor of the Applicants (in such capacity, the "**Monitor**") and the activities of the Monitor described therein;
- e) approving the fees and disbursements of the Monitor and its counsel; and
- f) discharging the Monitor in its capacity as Monitor of each Applicant upon implementation of such Applicant's Plan and completion of remaining outstanding matters, if any;
- g) discharging the Chief Restructuring Officer of VON Canada upon implementation of the VON Canada Plan and completion of remaining outstanding matters, if any;
- h) extending the stays of proceedings granted in these proceedings pending implementation of the Plans; and
- i) terminating these proceedings in respect of each Applicant upon the implementation of such Applicant's Plan and completion of certain outstanding matters.

THE GROUNDS FOR THE MOTION ARE:

- (a) On motions by the Applicants heard on October 5, 2016 the Court issued
 - (i) a Plan Filing and Meeting Order in respect of the VON East Plan;
 - (ii) a Plan Filing and Meeting Order in respect of the VON West Plan; and
 - (iii) a Plan Filing and Meeting Order in respect of the VON Canada Plan;
- (b) The meeting of creditors of VON Canada (the “**VON Canada Meeting**”) to vote upon the VON Canada Plan was held on November 3, 2016;
- (c) The meetings of creditors of VON East and VON West to vote on the VON East Plan and the VON West Plan (the “**VON East Meeting**” and the “**VON West Meeting**”, respectively) were held on November 16, 2016;
- (d) The VON Canada Plan, as presented at the VON Canada Meeting, was approved by 99% of the value of claims of voting creditors and approximately 94% of the number of voting creditors that voted, in person or by proxy;
- (e) The VON East Plan, as presented at the VON East Meeting, was approved by 76% of the value of claims of voting creditors and approximately 83% of the number of voting creditors that voted, in person or by proxy;
- (f) The VON West Plan, as presented at the VON West Meeting, was approved by 68% of the value of claims of voting creditors and approximately 63% of the number of voting creditors that voted, in person or by proxy;

- (g) Each of the Plans seeks to achieve the same result: to distribute funds available to creditors as quickly and efficiently as possible in order to maximize recoveries for those creditors;
- (h) The VON Canada Plan allows VON Canada to continue as a going concern, which is a significant benefit to a large number of stakeholders who depend upon VON Canada to provide administrative services and stability to the Victorian Order Of Nurses For Canada group as a whole.
- (i) The continuation of VON Canada as a going concern will also preserve not less than 150 existing jobs at VON Canada;
- (j) The VON East Plan and the VON West Plan simply seek to distribute all remaining cash available to creditors in the most efficient manner possible;
- (k) No viable alternatives for VON Canada, VON East or VON West to otherwise maximize recoveries have been identified;
- (l) It would appear that a bankruptcy would be the likely alternative to implementation of the Plans for those Applicants that have sufficient funds to support a bankruptcy process, which would reduce or eliminate recoveries for creditors;
- (m) The releases and injunctions in the Plans are an important part of the overall framework of compromises in the Plans and the Applicants believe the releases and injunctions in favour of the released parties are necessary and facilitate the successful completion of the Plans;

- (n) The Applicants believe the Plans are fair and reasonable to affected parties and that the approval of the Plans by the Court is justified and appropriate;
- (o) As the Applicants will, pursuant to the Plans, reserve sufficient funds to cover any remaining administrative costs, the liquidity needs associated with the remaining activities within the CCAA proceedings during the extended stay period until implementation of the Plans should be adequately covered;
- (p) In the Applicants' view, authorizing the discharge of the Monitor and the Chief Restructuring Officer of VON Canada and the termination of the CCAA proceedings effective upon delivery of a certificate of the Monitor confirming completion of outstanding matters as described above will save cost and allow these proceedings to terminate as efficiently as possible;

General

- (q) The provisions of the CCAA; and
- (r) Such further and other grounds as counsel may advise and this Court may permit.

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

- (a) The Affidavit of Jo-Anne Poirier, to be sworn;
- (b) The Eighth Report of Collins Barrow Toronto Limited, in its capacity as Monitor of the Applicants, to be filed; and

- (c) Such further and other material as counsel may advise and this Court may permit.

November 18, 2016

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Lawyers for the Applicants

TO: The attached Service List

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Court File No. CV-15-11192-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA, ET AL.

**ONTARIO
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Proceeding commenced at Toronto

NOTICE OF MOTION

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(Updated July 15, 2016)

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Applicants

**AFFIDAVIT OF JO-ANNE POIRIER
(sworn November 21, 2016)**

I, Jo-Anne Poirier, of the City of Ottawa, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am the President and Chief Executive Officer of Victorian Order Of Nurses For
Canada ("**VON Canada**") as well as its four separately incorporated regional operating
entities:

- (a) Victorian Order Of Nurses For Canada – Eastern Region ("**VON East**");
- (b) Victorian Order Of Nurses For Canada – Western Region ("**VON West**");
- (c) Victorian Order Of Nurses For Canada – Ontario Branch ("**VON Ontario**");
and

- (d) Victorian Order Of Nurses For Canada Nova Scotia Branch (“**VON Nova Scotia**”).

VON Canada, VON East, VON West, VON Ontario and VON Nova Scotia, are referred to herein, collectively, as the “**VON Group**” and VON Canada, VON East and VON West are referred to herein as the “**Applicants**”.

2. I have held that position since January 2, 2014. As such, I have personal knowledge of the matters to which I hereinafter depose, except where otherwise stated. In preparing this affidavit I have also consulted, where necessary, with other members of VON Group’s management team. Where I have relied upon other sources of information, I have stated the source of that information and believe such information to be true.

3. This affidavit is sworn in support of motions for orders (the “**Sanction Orders**”) sanctioning and approving:

- (a) VON Canada’s Amended and Restated Plan of Compromise or Arrangement dated November 18, 2016, and as may be further amended, restated, modified or supplemented in accordance with its terms (the “**VON Canada Plan**”), a copy of which, with changes marked against the version presented at the VON Canada Meeting (as defined below), is attached hereto as Exhibit “A”;
- (b) VON East’s Amended and Restated Plan of Compromise or Arrangement dated November 18, 2016, and as may be further amended, restated, modified or supplemented in accordance with its terms (the “**VON East Plan**”), a copy of which, with changes marked against the version presented at the VON East Meeting (as defined below), is attached hereto as Exhibit “B”; and

- (c) VON West's Amended and Restated Plan of Compromise or Arrangement dated November 18, 2016, and as may be further amended, restated, modified or supplemented in accordance with its terms (the "**VON West Plan**" and, together with the VON East Plan and the VON Canada Plan, the "**Plans**"), a copy of which, with changes marked against the version presented at the VON West Meeting (as defined below), is attached hereto as Exhibit "C";

4. This affidavit supplements and updates information contained in: (i) my affidavit sworn August 29, 2016 in support of a motion for an order approving the filing of the VON Canada Plan and the scheduling of a creditors' meeting to vote on the VON Canada Plan (the "**VON Canada Plan Affidavit**"); and (ii) my affidavit sworn September 29, 2016 in support of motions for orders approving the filing of the VON East Plan and VON West Plan and the scheduling of creditors' meetings to vote on the VON East Plan and VON West Plan (the "**VON East/West Plan Affidavit**"). Copies of the VON Canada Plan Affidavit and the VON East/West Plan Affidavit without exhibits are attached hereto as Exhibit "D" and "E".

5. VON Canada, VON East and VON West believe the VON Canada Plan, the VON East Plan and the VON West Plan, respectively, are the best available alternatives in the circumstances and will maximize and expedite recoveries for stakeholders. The likely remaining alternative for each of the Applicants if its plan of compromise or arrangement is not implemented is bankruptcy or, in the case of VON West, it may simply remain insolvent and without sufficient funds to complete a bankruptcy, which would likely result in decreased recoveries, or no recoveries, to stakeholders of each of the Applicants.

6. The VON Canada Plan was supported by creditors representing approximately 99% by value and over 94% by number of the Creditors with Unsecured Proven Claims (in

each case as defined in the VON Canada Plan) who voted at the applicable creditors' meeting in person or by proxy. The VON Canada Plan is supported by the Monitor.

7. The VON East Plan was supported by creditors representing approximately 76% by value and approximately 84% by number of the Creditors with Unsecured Proven Claims (in each case as defined in the VON East Plan) who voted at the applicable creditors' meeting in person or by proxy. The VON East Plan is supported by the Monitor.

8. The VON West Plan was supported by creditors representing approximately 67% by value and approximately 63% by number of the Creditors with Unsecured Proven Claims (in each case as defined in the VON West Plan) who voted at the applicable creditors' meeting in person or by proxy. The VON West Plan is supported by the Monitor.

I. INTRODUCTION

9. On November 25, 2015 (the "**Filing Date**"), the Court issued an Initial Order (the "**Initial Order**") in these proceedings pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") and an Order (the "**Receivership Order**") appointing Collins Barrow Toronto Limited as Receiver of certain property of the Applicants (in such capacity, the "**Receiver**") pursuant to Section 101 of the *Courts of Justice Act* (Ontario). The Initial Order also appointed Collins Barrow Toronto Limited as Monitor of the Applicants (in such capacity, the "**Monitor**").

10. At a hearing on December 9, 2015 (the "**Comeback Hearing**"), the Initial Order and the Receivership Order were amended and restated to modify the ranking of the court ordered charges granted therein.

11. On January 19, 2016, the Initial Order was further amended and restated. A copy of the Second Amended and Restated Initial Order and the endorsement granted in connection therewith are attached hereto as Exhibit "F" and Exhibit "G", respectively.

12. At a motion heard on May 27, 2016, the Court issued orders extending the Stay Period (as defined in the Initial Order) to November 25, 2016 and terminating the receivership.

II. CLAIMS PROCEDURE ORDERS AND MEETING ORDERS

13. At a motion heard on February 24, 2016, the Court issued a Stay Extension and Claims Procedure Order in respect of VON Canada and its directors, officers and the chief restructuring officer of VON Canada (the “**VON Canada Claims Procedure Order**”). A copy of the VON Canada Claims Procedure Order is attached hereto as Exhibit “H”.

14. At motions heard on October 5, 2016, the Court issued the following orders:

- (a) a Claims Procedure Order in respect of VON East and its directors and officers (the “**VON East Claims Procedure Order**”), a copy of which is attached hereto as Exhibit “I”.
- (b) a Claims Procedure Order in respect of VON West and its directors and officers (the “**VON West Claims Procedure Order**”), a copy of which is attached hereto as Exhibit “J”.
- (c) a Claims Procedure Order – WEPPA Subrogated Claims (the “**VON Canada WEPPA Claims Order**” and, together with the VON Canada Claims Procedure Order, the VON East Claim Procedure Order and the VON West Claims Procedure Order, the “**Claims Procedure Orders**”). A copy of the VON Canada WEPPA Claims Order is attached hereto as Exhibit “K”.
- (d) a Plan Filing and Meeting Order in respect of the VON East Plan (the “**VON East Meeting Order**”), a copy of which is attached hereto as Exhibit “L”.
- (e) a Plan Filing and Meeting Order in respect of the VON West Plan (the “**VON West Meeting Order**”), a copy of which is attached hereto as Exhibit “M”.

- (f) a Plan Filing and Meeting Order in respect of the VON Canada Plan (the “**VON Canada Meeting Order**” and, together with the VON West Meeting Order and the VON East Meeting Order, the “**Meeting Orders**”). A copy of the VON West Meeting Order is attached hereto as Exhibit “N”.

15. I am advised by the Monitor that the following claims were filed (or deemed filed) and accepted under the Claims Procedure Orders:

- (a) VON Canada: approximately \$23 million;
- (b) VON East: approximately \$3.6 million; and
- (c) VON West: approximately 0.7 million.

16. To the best of my knowledge, each of VON Canada, VON East and VON West and the Monitor have complied with all of the notification and service requirements contained in the Initial Order, the Meeting Orders and the Claims Procedure Orders.

III. AMENDMENTS TO PLANS¹

17. The VON Canada Plan was amended and restated on November 2, 2016 (the “**November 2 Plan**”). The Meeting of Creditors for Creditors holding Unsecured Proven Claims against VON Canada (the “**VON Canada Meeting**”) was held on November 3, 2016. The primary amendments in the November 2 Plan were changes to the definitions of “Distribution Date” and “Implementation Date” which dates govern the timing of distributions under the VON Canada Plan. The general effect of the amendments was to change the latest date by which distributions to creditors are to be made from February 27, 2017 to December 30, 2016. Notice of these amendments was sent to those parties on the Service List that could be reached by email on November 2, 2016. Notice of these amendments was

¹ Capitalized terms used in this section III in relation to a particular Applicant and not otherwise defined have the meanings given to them in the Meeting Order and the Plan for that Applicant.

also placed on the Monitor's website on November 2, 2016. These amendments only serve to ensure that distributions are made on a more accelerated timeline under the VON Canada Plan and, as such are beneficial to VON Canada's creditors. The November 2 Plan was voted upon at the VON Canada Meeting.

18. The VON Canada Plan was subsequently further amended following the VON Canada Meeting to add increased flexibility with respect to the methods of distribution of cash under the VON Canada Plan and to make certain other administrative changes in particular to ensure that the definition of 'Claims Procedure Order' also includes the VON Canada WEPPA Claims Order for the purposes of the VON Canada Plan. These additional changes are of an administrative nature and are required to better give effect to the implementation of the Plan. As noted above, a comparison version showing the changes contained in the final VON Canada Plan is attached as Exhibit "A".

19. The VON East Plan and the VON West Plan were amended following the meetings to vote upon such Plans (the "**VON East Meeting**" and the "**VON West Meeting**", respectively) to add increased flexibility with respect to the methods of distribution of cash under the VON East Plan and the VON West Plan and to clarify that the Monitor's certificate confirming implementation of the VON East Plan or the VON West Plan, as applicable, can be delivered once distributions have been issued by the applicable Applicant. These additional changes are of an administrative nature and are required to better give effect to the implementation of the Plan. As noted above, comparison versions showing these administrative changes to the VON East Plan and the VON West Plan are attached hereto as Exhibits "B" and "C".

IV. RESULTS OF THE MEETINGS²

20. The VON Canada Plan, as presented at the VON Canada Meeting, was approved by 99% of the value of Unsecured Proven Claims and over 94% of the number of Creditors holding Unsecured Proven Claims that voted, in person or by proxy. The aggregate dollar value of claims voted at the meeting was approximately \$21.7 million.

21. The VON East Plan, as presented at the VON East Meeting, was approved by 76% of the value of Unsecured Proven Claims and over 83% of the number of Creditors holding Unsecured Proven Claims that voted, in person or by proxy. The aggregate dollar value of claims voted at the meeting was approximately \$1.4 million.

22. The VON West Plan, as presented at the VON West Meeting, was approved by 68% of the value of Unsecured Proven Claims and over 63% of the number of Creditors holding Unsecured Proven Claims that voted, in person or by proxy. The aggregate dollar value of claims voted at the meeting was approximately \$0.5 million.

V. REQUEST FOR COURT APPROVAL OF THE PLANS

23. Each of the Plans seeks to achieve the same result: to distribute funds available to creditors as quickly and efficiently as possible in order to maximize recoveries for those creditors.

24. The Plans are described in greater detail in the VON East/West Plan Affidavit and the VON Canada Plan Affidavit. In general terms, the Plans provide:

- (a) unsecured creditors (other than Convenience Class Creditors in the case of the VON Canada Plan) will receive a cash distribution equal to their respective

² Capitalized terms used in this section IV in relation to a particular Applicant and not otherwise defined have the meanings given to them in the Meeting Order and the Plan for that Applicant.

pro rata shares of the remaining funds of VON Canada, VON East or VON West, as applicable, after accounting for payment of priority claims and, in the case of the VON Canada Plan only, after accounting for: (i) Convenience Class distributions; and (ii) a CDN\$250,000 reserve for VON Canada's ongoing working capital requirements following implementation of the VON Canada Plan;

- (b) in the case of the VON Canada Plan, unsecured creditors whose claims are less than CDN \$5,000 will receive payment in full and unsecured creditors whose claims are more than CDN \$5,000, and who elected to receive such treatment, will receive payment in full up to CDN \$5,000 through the Convenience Class election; and
- (c) a release of the court-ordered charges granted in the Initial Order, provided, however, that a cash reserve not to exceed the amounts of CDN\$5,000 for each of VON East and VON West and \$50,000 for VON Canada will be paid by the respective Applicant and held by the Monitor to cover any costs that would otherwise have been secured by such court-ordered charges.

25. The VON Canada Plan allows VON Canada to continue as a going concern, which is a significant benefit to a large number of stakeholders of the VON Group who depend upon VON Canada to provide administrative services and stability to the VON Group as a whole. The continuation of VON Canada as a going concern will also preserve not less than 150 existing jobs at VON Canada. VON Canada has considered a number of restructuring alternatives and no better viable options to maximize recoveries for creditors have been identified. If VON Canada is to continue as a going concern it must be able to move forward with a fresh start and without surviving liabilities after the CCAA process, which its cash flows could not support.

26. The VON East Plan and the VON West Plan simply seek to distribute all remaining cash available to creditors in the most efficient manner possible. VON East and VON West are entirely shut down and all of their assets have been monetized. There are no viable

alternatives for creditors of VON East or VON West to otherwise maximize recoveries. As noted below, a bankruptcy of each of VON East or VON West would result in lower recoveries to creditors than the proposed VON East Plan and VON West Plan.

27. It would appear that a bankruptcy would be the likely alternative to implementation of the Plans for those Applicants that have sufficient funds to support a bankruptcy process. As noted in the Monitor's Report to Creditors on the VON Canada Plan and the Monitor's Report to Creditors on each of the VON East Plan and the VON West Plan, the recoveries available to creditors under the Plans are superior to the recoveries expected to be achieved by a bankruptcy of each of VON East, VON West or VON Canada. Further, the liquidity position of VON West is such that it likely could not fund a bankruptcy process at all.

28. The Plans also provide for certain releases and injunctions in favour of, among others, the Applicants, their directors and officers, the Chief Restructuring Officer of VON Canada and the Monitor. The releases are subject to carve outs for, among other things, claims that cannot be compromised under Section 5.1(2) or 19(2) of the CCAA.

29. The releases and injunctions in the Plans are an important part of the overall framework of compromises in the Plans and the Applicants believe the releases and injunctions in favour of the released parties are necessary and facilitate the successful completion of the Plans.

30. The beneficiaries of these releases contributed to the development and implementation of the Plans and provided stability for VON Canada throughout the restructuring process.

31. The releases of the directors, officers and the Chief Restructuring Officer of VON Canada are a necessary part of each of the Plans in part because each of the Plans provides

for the payment in full of all remaining funds (other than for working capital needs in the case of VON Canada) to creditors. As a result, no funds would remain to provide for any indemnification obligations that may become owing to directors or officers of any of the Applicants or the Chief Restructuring Officer of VON Canada following implementation of the Plans. Further, no material funds would be available for the Monitor to respond to any claims that may be made against the Monitor post-implementation of the Plans. Finally, the releases provide a fresh start in particular for the directors and officers of VON Canada who would continue to serve in their roles as directors or officers of VON Canada post-implementation of the VON Canada Plan. Those directors and officers (many of whom were also directors and officers of VON East and VON West) would be less likely to continue to serve in their capacities as directors (all of whom serve in such capacity as volunteers), or as officers if there remained a risk of continuing liability following the CCAA proceedings of any of the Applicants.

32. The releases are specifically limited to cover only: (i) claims that should have been filed pursuant to the Claims Procedure Orders to the extent such claims exist; and (ii) claims in connection with the Plans and these CCAA proceedings. I am advised by the Monitor that through the claims process carried out pursuant to the Claims Procedure Order, no claims were filed against present or former directors or officers of the Applicants or the Chief Restructuring Officer of VON Canada. I am not aware of any claims being asserted against any of the released parties relating to, arising out of or in connection with the Plans or these CCAA proceedings.

33. The Applicants believe the Plans are fair and reasonable to affected parties and that the approval of the Plans by the Court is justified and appropriate.

VI. TERMINATION OF CCAA PROCEEDINGS

34. The proposed forms of Sanction Orders provide for the termination of these CCAA proceedings in respect of the Applicant to which each Sanction Order applies and the release and discharge of the Monitor, as Monitor of such Applicant, following the completion of all implementation steps and the filing of a certificate of the Monitor in substantially the form attached as schedules to the draft Sanction Orders confirming that all of the Monitor's duties in connection with such Applicant's Plan are completed.

35. Following implementation of a Plan, including resolution of all claims and the completion of all cash distributions, there will be no further need for the CCAA proceedings to continue in respect of such Applicant. On implementation of a Plan, the stay of proceedings in the Initial Order will have been lifted in respect of such Applicant and its directors and officers and, in the case of VON Canada, it will be operating in the ordinary course without court protection, or, in the case of VON East and VON West, it will continue to be shut down. In the Applicants' view, authorizing the discharge of the Monitor and the termination of the CCAA proceedings effective upon delivery of a certificate of the Monitor as described above will save cost and allow these proceedings to terminate as efficiently as possible.


36. In the proposed draft Sanction Orders the Applicants have requested that the stay of proceedings granted in the Initial Order be extended in respect of each Applicant until the earlier of: (i) the date that such Applicant's Plan is implemented; or (ii) February 27, 2017 (for VON East and VON West) and December 30, 2016 (in the case of VON Canada). As the Applicants will, pursuant to the Plans, reserve sufficient funds to cover any remaining administrative costs, the liquidity needs associated with the remaining activities within the CCAA proceedings during the extended stay period should be adequately covered.

VII. MONITOR'S FEE AND ACTIVITY APPROVAL

37. As part of the completion of these CCAA proceedings the Applicants are including in their motion a request for approval of the Monitor's and its counsel's fees up to November 13, 2016 as well as the Monitor's activities and reports that have not been previously approved by the Court. The Monitor has advised that additional information regarding these items will be filed with the Court in advance of the hearing of the Applicants' motion.

38. As described earlier herein, the Plans provide that on implementation, a cash reserve not to exceed the amounts of CDN\$5,000 for each of VON East and VON West and CDN\$50,000 for VON Canada is to be paid by the respective Applicant to the Monitor to cover any costs that would otherwise have been secured by the court-ordered charges in the CCAA proceedings. The Applicants will, closer to the Implementation Date, discuss with the beneficiaries of the court-ordered charges, the amounts to be paid to the Monitor for such reserves.

SWORN BEFORE ME at the City of
Ottawa, on November 21, 2016.



Commissioner for Taking Affidavits
Esther Shainblum
LSUC : 28647N




JO-ANNE POIRIER

This is **Exhibit "A"** referred to in the

Affidavit of Jo-Anne Poirier

sworn before me, this 21st day

of **November, 2016**


A Commissioner for taking Affidavits

**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 SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990 C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR
CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION AND VICTORIAN ORDER OF NURSES
FOR CANADA –WESTERN REGION

**AMENDED AND RESTATED PLAN OF COMPROMISE OR ARRANGEMENT
PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT*
OF VICTORIAN ORDER OF NURSES FOR CANADA**

NOVEMBER 21~~8~~, 2016

WHEREAS Victorian Order Of Nurses For Canada ("**VON Canada**") is insolvent and obtained protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), pursuant to an order of the Honourable Justice Penny dated November 25, 2015, as amended (the "**Initial Order**"). The Initial Order appointed Collins Barrow Toronto Limited as the Monitor of, among others, VON Canada;

AND WHEREAS the other Applicants in these proceedings under the CCAA are Victorian Order Of Nurses For Canada – Eastern Region ("**VON East**") and Victorian Order Of Nurses For Canada – Western Region ("**VON West**");

AND WHEREAS the operations of VON East and VON West are now entirely shut down and the operations of VON Canada continue at this time;

AND WHEREAS pursuant to the order of the Honourable Justice Penny dated October 5, 2016, VON Canada was authorized to file a plan of compromise or arrangement, which plan was subsequently delivered to creditors with certain amendments from the version filed with the court (the "**Original Plan**");

AND WHEREAS the Original Plan has been amended and restated by this amended and restated plan of compromise and arrangement;

AND WHEREAS VON Canada hereby proposes and presents this amended and restated plan of compromise or arrangement for the purpose of distributing the cash on hand that is not needed for ongoing working capital purposes of VON Canada to VON Canada's creditors under and pursuant to the CCAA.

ARTICLE 1

INTERPRETATION

Section 1.1 Definitions

In this Plan, unless otherwise stated or unless the subject matter or context otherwise requires, the following terms shall have the following meanings:

"Administration Charge" has the meaning given to it in the Initial Order;

"Business Day" means a day, other than Saturday, Sunday, on which banks are generally open for business in Toronto, Canada;

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

"CCAA Proceedings" means the proceedings under the CCAA commenced by VON Canada, VON East and VON West on November 25, 2015;

"Chief Restructuring Officer" means March Advisory Services Inc., in its capacity as Chief Restructuring Officer of VON Canada;

"Claim" means:

- a) any right of claim of any Person against VON Canada, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of VON Canada, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the 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 existing on or prior to the Filing Date; and
- b) any right of claim of any Person against VON Canada in connection with any indebtedness, liability or obligation of any kind whatsoever owed by VON Canada to such Person arising out of the restructuring, termination, repudiation, or disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation after the Filing Date,

in each case, other than an Excluded Claim.

"Claims Procedure Order" means collectively the Stay Extension and Claims Procedure Order of the Honourable Mr. Justice Penny, dated February 24, 2016 in these proceedings; and the Claims Procedure Order – WEPPA Subrogated Claims of the Honourable Justice Penny, dated October 5, 2016, in these proceedings.

“Convenience Class Claims” means: (a) Unsecured Proven Claims of a Creditor that total less than or equal to \$5,000 in aggregate; and (b) Unsecured Proven Claims of a Creditor that total more than \$5,000 in aggregate and for which such Creditor has validly elected to value at \$5,000 for purposes of the Plan by filing a Convenience Class Claim Election by the Voting Deadline.

“Convenience Class Creditor” means a Creditor having a Convenience Class Claim.

“Convenience Class Claim Election” means an election, in accordance with the Meeting Order, pursuant to which a Creditor with one or more Unsecured Proven Claims that total in excess of \$5,000 in aggregate has elected by the Voting Deadline to receive only \$5,000 and is thereby deemed to vote in favour of the Plan in respect of such Unsecured Proven Claims in the amount of such Unsecured Proven Claims as accepted in accordance with the Claims Procedure Order and to receive no other entitlements under the Plan.

“Court” means the Ontario Superior Court of Justice, Commercial List;

“Creditor” means any Person holding a Claim;

“Creditors’ Meeting” means the meeting of Creditors holding Voting Claims called for the purpose of considering and voting in respect of this Plan pursuant to the CCAA and the terms of the Meeting Order on the Creditors’ Meeting Date;

“Creditors’ Meeting Date” means November 3, 2016, subject to any adjournment or postponement of the Creditors’ Meeting in accordance with this Plan, the Meeting Order or further order of the Court;

“Crown Claims” means any Claim of the Crown, for all amounts that were outstanding at the Filing Date and are of a kind that could be subject to a demand under:

- a) subsection 224(1.2) of the ITA;
- b) any provision of the Canada Pension Plan or of the Employment Insurance Act that refers to subsection 224(1.2) of the ITA and provides for the collection of a contribution, as defined in the Canada Pension Plan, or an employee’s premium, or employer’s premium, as defined in the Employment Insurance Act, or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts;
- c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the ITA, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
 - i. has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the ITA; or
 - ii. is of the same nature as a contribution under the Canada Pension Plan if the province is a “province providing a comprehensive pension plan” as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a “provincial pension plan” as defined in that subsection.

“Director and Officer Claim” means any right of any Person against the Directors or Officers of VON Canada for which the Directors or Officers of VON Canada are by law liable to pay in their capacity as Directors or Officers or in any other capacity, in each case based in whole or in part on facts existing on or prior to the Filing Date;

“Directors” means the directors and former directors of VON Canada or any Person deemed to be a director or former director of VON Canada by any law, and “Director” means any one of them;

“Disputed Claim” means any unsecured Claim of a Creditor which has not been finally determined in accordance with the Claims Procedure Order by the Creditors’ Meeting Date;

“Distribution Date” means a date to be set by VON Canada, in consultation with the Monitor, which date shall not be later than December 30, 2016;

“Distribution Pool” means all cash and cash equivalents legally and beneficially owned by VON Canada as of the Implementation Date after payment in full of all Secured Proven Claims, claims secured by the Charges (as defined in the Initial Order) (and the delivery of a cash reserve to be held by the Monitor in respect of such claims), Crown Claims and Employee Priority Claims and after deducting the Working Capital Reserve and the amounts payable on account of Convenience Class Claims;

“Employee Priority Claims” means the following claims of VON Canada’s employees and former employees:

- a) claims equal to the amounts that such employees and former employees would have been qualified to receive under paragraph 136(l)(d) of the BIA if VON Canada had become bankrupt on the Filing Date; and
- b) claims for wages, salaries, commissions or compensation for services rendered by VON Canada’s employees and former employees after the Filing Date and on or before the date of the Sanction Order, together with, in the case of travelling salespersons, disbursements properly incurred by them in and about VON Canada’s business during the same period.

“Excluded Claim” means: (i) claims secured by any of the Charges (as defined in the Initial Order); (ii) any claim enumerated in subsections 5.1(2) and 19(2) of the CCAA, (iii) any claim of The Bank of Nova Scotia; (iv) any claim by a Director or Officer for indemnification related to a Director and Officer Claim; (v) any claims for ordinary course normal contributions due from VON Canada to match the contributions of members that are made under clause 5.2.1(a), (b), (c) and (d) of the VON Canada Pension Plan; and (vi) any Employee Priority Claims or Crown Claims.

“Filing Date” means November 25, 2015;

“Implementation Date” means a date to be set by VON Canada, in consultation with the Monitor, which date shall not be later than December 30, 2016;

“ITA” means the *Income Tax Act* (Canada), R.S.C. 1985, c. 1 (5th Supp.);

“Meeting Order” means the order of the Court dated October 5, 2016, which, among other things, provided for the calling of the Creditors’ Meeting;

“Monitor” means Collins Barrow Toronto Limited in its capacity as the Court-appointed Monitor of VON Canada;

“Officers” means the officers and former officers of VON Canada or any Person deemed to be an officer or former officer of VON Canada by any law and, solely for the purposes of this Plan, shall include the Chief Restructuring Officer, and “Officer” means any one of them;

“Order” means any order, directive, judgment, decision, ruling or award issued by the Court in the CCAA Proceeding;

“Plan” means this amended and restated plan of compromise or arrangement, as this Plan may be further amended, varied or supplemented from time to time in accordance with Article 7 hereof;

“Person” means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, trade union, employee or other association and any federal, provincial, state or municipal government or similar entity, howsoever designated or constituted;

“Proof of Claim” means the form completed and filed by a Creditor setting forth its purported Claim which is substantially in the form attached to the Claims Procedure Order;

“Property” means all of VON Canada's assets, undertakings and properties of every nature and kind whatsoever and wherever situate, including all proceeds thereof;

“Proven Claim” means the amount of the Claim of a Creditor as determined in accordance with the Claims Procedure Order;

“Required Majority” means the affirmative vote of a majority in number of the Creditors having Voting Claims and voting on this Plan (in person or by proxy) at the Creditors' Meeting representing not less than 66 2/3% in value of the Voting Claims of the Creditors voting (in person or by proxy) at the Creditors' Meeting or were deemed to vote on this Plan in accordance with its terms or the Meeting Order;

“Sanction Order” means an order of the Court, among other things, approving and sanctioning this Plan;

“Secured Proven Claim” means any Claim or portion thereof, as finally determined in accordance with the Claims Procedure Order, which has the benefit of a valid and enforceable security interest in, mortgage or charge over, lien against or other similar interest in the Property, but only to the extent of the realizable value of the property subject to such security;

“Taxing Authorities” means any one of Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof and any Canadian or non-Canadian (including U.S.) government, regulatory authority, government department, agency, commission, bureau, minister, court, tribunal or body or regulation making entity exercising taxing authority or power, and **“Taxing Authority”** means any one of the Taxing Authorities;

“Unresolved Claim” means any Claim of a Creditor which has not been finally determined for distribution purposes in accordance with the Claims Procedure Order by the Implementation Date;

“Unsecured Proven Claim” means the unsecured portion of a Creditor's Proven Claim as determined in accordance with the Claims Procedure Order;

“Voting Claim” means the amount of a Creditor's Unsecured Proven Claim or the amount of a Creditor's Disputed Claim which has been accepted by the Monitor for the purpose of voting at the Creditors' Meeting in accordance with the Meeting Order;

“Voting Deadline” means 10:00 a.m. (Toronto time) on the Business Day before the date of the Creditors' Meeting; and

“Working Capital Reserve” means \$250,000.

Section 1.2 Interpretation

For purposes of this Plan:

- (a) all references to currency and to "\$" are to Canadian Dollars, unless otherwise specified;
- (b) 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 of Articles and Sections intended as complete or accurate descriptions of the content thereof;
- (c) references to the singular in the Plan shall include the plural, references to the plural shall include the singular and to any gender shall include the other gender;
- (d) unless otherwise specified, all references to time in this Plan mean local time in Toronto, Canada and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day;
- (e) unless otherwise specified, a time period within or following which any payment is to be made or act is to be done shall 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 Business Day if the last day of the period is not a Business Day;
- (f) the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitation, but rather shall mean "includes but is not limited to" and "including but not limited to", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive; and
- (g) Whenever any payment to be made or action to be taken under this Plan is required to be made or to be taken on a day other than a Business Day, such payment shall be made or action taken on the next succeeding Business Day.

ARTICLE 2

PURPOSE AND EFFECT OF THE PLAN

Section 2.1 Purpose of this Plan

The purpose of this Plan is to distribute the Distribution Pool to VON Canada's Creditors with Unsecured Proven Claims and provide for the compromise and settlement of all Claims against VON Canada.

Section 2.2 Effect of this Plan

On the Implementation Date, all Claims against VON Canada will be deemed to be compromised and settled and shall be fully released and discharged, excepting only the obligations to make distributions in respect of such Claims, which compromise shall be final and binding on VON Canada and all Persons affected by this Plan.

ARTICLE 3

CLASSIFICATION OF CREDITORS

Section 3.1 Class of Creditors

For the purpose of voting on this Plan the Creditors with Voting Claims shall constitute a single class, the Affected Creditors Class.

Section 3.2 Claims

Creditors shall prove their Claims, vote (in the case of Voting Claims) in respect of this Plan, and receive the distributions provided for hereunder pursuant to the Claims Procedure Order, the Meeting Order and this Plan.

ARTICLE 4

CREDITORS' MEETING

Section 4.1 Creditors' Meeting

The Creditors' Meeting shall be held in accordance with this Plan, the Meeting Order and any further order of the Court which may be made from time to time. The only Persons entitled to attend the Creditors' Meeting are VON Canada, the Monitor and its legal counsel; those Persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, the directors and officers of VON Canada, the Chief Restructuring Officer, and their respective legal counsel and advisors. Any other Person may be admitted on invitation of the chair of the Creditors' Meeting.

Section 4.2 Voting by Creditors

VON Canada will seek approval of this Plan by the affirmative vote of the Required Majority. Except for any resolution to be voted on at the Creditors' Meeting to approve this Plan, which will be decided by the Required Majority by ballot, every question submitted to a vote at the Creditors' Meeting will be decided by a majority in value of the Voting Claims, unless the Monitor decides, in its sole discretion, that any such question submitted to a vote at the Creditors' Meeting will be decided by the majority of votes given on a show of hands.

The result of any vote at the Creditors' Meeting will be binding on all Persons affected by this Plan, whether or not any such Person is present at the Creditors' Meeting.

Convenience Class Creditors shall be deemed to vote in favour of the Plan.

Section 4.3 Claims for Voting Purposes

Each Creditor with a Voting Claim shall be entitled to one vote, which vote shall have the value of such Creditor's Voting Claim. The amount of a Creditor's Disputed Claim which has not been accepted by the Monitor as a Voting Claim may be voted at the Creditors' Meeting, but shall be recorded and tabulated by the Monitor separately at the amount of the Disputed Claim. The amount of the Voting Claim of any Creditor holding a Disputed Claim as accepted by the Monitor for the purpose of voting only shall be without prejudice to the rights of VON Canada, the Monitor and such Creditor with respect to the final determination of the Creditor's Claim for distribution purposes.

Section 4.4 Claims Bar Date

If any Person asserting a Claim has failed to file a Proof of Claim in accordance with the Claims Procedure Order prior to the Claims Bar Date (as defined in the Claims Procedure Order) or such later date as was agreed to in writing by the Monitor or extended by further order of the Court, that Person shall not be permitted to vote at the Creditors' Meeting and shall not receive any distribution under this Plan.

Section 4.5 Chair

An officer of the Monitor, or an individual designated by him or her, shall preside as the chair of the Creditors' Meeting and shall decide all matters relating to procedure at the Creditors' Meeting not otherwise set out in the Meeting Order.

ARTICLE 5

DISTRIBUTIONS UNDER THE PLAN

Section 5.1 Distributions on Account of Secured Proven Claims

If this Plan is implemented, then on the Distribution Date, each Creditor holding a Secured Proven Claim shall receive a distribution equal to the full amount of the Creditor's Secured Proven Claim.

Section 5.2 Distributions on Account of Unsecured Proven Claims

If this Plan is implemented, then on the Distribution Date, each Creditor holding an Unsecured Proven Claim will receive a distribution of a portion of the Distribution Pool equal to the proportion that such Creditor's Unsecured Proven Claim represents as a percentage of all Unsecured Proven Claims, up to the maximum amount of such Creditor's Unsecured Proven Claim. Such distributions shall be delivered by VON Canada by cheque sent by pre-paid ordinary mail by VON Canada to the address set out in such Creditor's proof of claim, or by wire transfer or by such other method as determined by VON Canada in consultation with the Monitor. Notwithstanding the foregoing, distributions to Convenience Class Creditors shall be made solely in accordance with Section 5.5 below.

Section 5.3 Interest on Claims

Interest will not accrue or be paid on Unsecured Proven Claims after or in respect of the period following the Filing Date and no holder of an Unsecured Proven Claim will be entitled to any interest in respect of such Unsecured Proven Claim accruing on or after or in respect of the period following the Filing Date.

Section 5.4 Certain Crown Claims and Employee Claims

Within six (6) months after the date of the Sanction Order, VON Canada will pay in full all Crown Claims owed by VON Canada, if any.

At or prior to implementation of this Plan, VON Canada will pay in full all Employee Priority Claims owed by VON Canada, if any.

Section 5.5 Convenience Class Claims

On the Distribution Date, each Creditor that is a Convenience Class Creditor shall receive a distribution in the amount of its Convenience Class Claim by cheque sent by pre-paid ordinary mail to the address set out in such Convenience Class Creditor's proof of claim, or by wire transfer or by such other method as determined by VON Canada in consultation with the Monitor and shall not be entitled to receive any further distribution under the Plan.

Section 5.6 Currency

For voting purposes, a Claim shall be denominated in Canadian dollars. Any Claim denominated in a currency other than Canadian dollars shall be converted to Canadian dollars based on the noon spot rate of exchange quoted by the Bank of Canada for exchanging such currency to Canadian dollars as at the Filing Date.

Claims originally denominated in a foreign currency will be distributed to those creditors in Canadian dollars based on the noon spot rate of exchange quoted by the Bank of Canada for exchanging such currency to Canadian dollars as at the Implementation Date.

Section 5.7 Withholding and Reporting Requirements

VON Canada shall be entitled to deduct and withhold from any distribution, payment or consideration otherwise payable to any Creditor or to any Person on behalf of any Creditor such amounts (a "Withholding Obligation") (i) as VON Canada is required to deduct and withhold with respect to such payment under the ITA or any provision of federal, provincial, territorial, state, local or foreign tax law, in each case, as amended, or (ii) on account of payments previously made to Creditors under the Wage Earner Protection Program.

To the extent that amounts are so withheld or deducted and paid over to the applicable Taxing Authority, such withheld or deducted amounts shall be treated for all purposes of the Plan as having been paid to such Person as the remainder of the payment in respect of which such withholding and deductions were made. For greater certainty, no distribution, payment or other consideration shall be made to or on behalf of a holder of a Proven Claim pursuant to the Plan unless and until such holder has made arrangements satisfactory to VON Canada for the payment and satisfaction of any Withholding Obligations imposed on VON Canada by any Taxing Authority.

Section 5.8 ~~Uncashed Cheques~~Undelivered Distributions

If a distribution cheque mailed ~~sent~~ by VON Canada to a Creditor is not deposited within six (6) months of its mailing ~~delivery~~ or is returned to VON Canada and the Creditor entitled to such distribution cannot be found by VON Canada after reasonable efforts to locate such Creditor have been made, the ~~cheque~~ distribution payable to such Creditor shall be cancelled and the funds represented by all such cancelled ~~cheques~~ distributions shall, if in excess of \$5,000 in aggregate be reallocated to the Distribution Pool for distribution to creditors with Unsecured Proven Claims other than Convenience Class Claims or, if less than or equal to \$5,000 in aggregate, shall be retained by VON Canada free and clear of any claims; provided, however, that VON Canada shall not be required to make any distribution of funds reallocated to the Distribution Pool under this Section 5.8 to any Creditor where such distribution would be less than \$50 (the "**Minimum Distribution Threshold**"). Any amounts from these reallocated funds that would otherwise be payable to a Creditor in an amount that does not meet or exceed the Minimum Distribution Threshold shall be retained by VON Canada free and clear of any claims.

Section 5.9 No Distribution Pending Allowance

Notwithstanding any other provision of the Plan, no payments or distributions shall be made with respect to all or any portion of an Unresolved Claim unless and to the extent all or a portion of the Unresolved Claim has become a Proven Claim for distribution purposes.

On the Implementation Date, VON Canada will pay from the Distribution Pool to the Monitor an amount equal to the aggregate amount of all distributions that Creditors with Unresolved Claims would otherwise have received pursuant to this Plan had their Unresolved Claims been Proven Claims for distribution purposes on the Distribution Date. The Monitor will establish a reserve for Unresolved Claims, if any, from the Distribution Pool (the "**Unresolved Claims Reserve**"). The Monitor shall continue to hold the Unresolved Claims Reserve for the benefit of each Creditor holding an Unresolved Claim until such Claim

becomes a Proven Claim for distribution purposes (at which point the Monitor shall make a distribution in respect of such Proven Claim) or is ultimately disallowed.

If an Unresolved Claim is ultimately determined to not be a valid Claim in whole or in part in accordance with the Claims Procedure Order after the Implementation Date, any portion of the Unresolved Claims Reserve in respect of such Unresolved Claim shall be reallocated to the Distribution Pool and, if upon resolution of all Unresolved Claims, the Distribution Pool has a balance in excess of \$5,000, the funds in the Distribution Pool shall be paid out to creditors with Unsecured Proven Claims other than Convenience Class Claims in accordance with this Plan or, if the funds in the Distribution Pool are less than or equal to \$5,000, the funds remaining in the Distribution Pool shall be retained by VON Canada free and clear of any claims; provided, however, that VON Canada shall not be required to make any distribution of funds reallocated to the Distribution Pool under this Section 5.9 to any Creditor where such distribution would be less than the Minimum Distribution Threshold. Any amounts from these reallocated funds that would otherwise be payable to a Creditor in an amount that does not meet or exceed the Minimum Distribution Threshold shall be retained by VON Canada free and clear of any claims.

Section 5.10 Unapplied Portion Of Reserve For Amounts Secured By Charges

A cash reserve in an amount not to exceed \$50,000 shall be paid over to the Monitor on the Implementation Date to pay any claims that may become payable for amounts secured by the Charges. If it is determined that the amounts held by the Monitor as a reserve for claims secured by the Charges is no longer required, such amounts shall be reallocated to the Distribution Pool and, if the funds in the Distribution Pool are less than or equal to \$5,000, the funds remaining in the Distribution Pool shall be retained by VON Canada free and clear of any claims; provided, however, that VON Canada shall not be required to make any distribution of funds reallocated to the Distribution Pool under this Section 5.10 to any Creditor where such distribution would be less than the Minimum Distribution Threshold. Any amounts from these reallocated funds that would otherwise be payable to a Creditor in an amount that does not meet or exceed the Minimum Distribution Threshold shall be retained by VON Canada free and clear of any claims.

Section 5.11 Employee Claims

If a former employee of VON Canada has received payment from the Wage Earner Protection Program on account of amounts owing to such former employee by VON Canada, such former employee's recovery under this Plan, whether as a Convenience Class Creditor or otherwise, will be adjusted so that such former employee's claim for distribution purposes excludes the amount received from the Wage Earner Protection Program by such former employee on account of amounts owing to such former employee by VON Canada.

ARTICLE 6

COURT SANCTION, CONDITIONS PRECEDENT AND IMPLEMENTATION

Section 6.1 Conditions Precedent

The implementation of this Plan is subject to the following conditions precedent which are in favour of VON Canada:

- (a) This Plan has been approved by the Required Majority at the Creditors' Meeting;
- (b) The Sanction Order has been issued and entered; and

- (c) Unless such condition is waived by VON Canada in consultation with the Monitor, all applicable appeal periods in respect of the Sanction Order have expired and any appeals therefrom have been finally disposed of by the applicable appellate tribunal.

Section 6.2 Effect of Sanction Order

In addition to approving and sanctioning this Plan, the Sanction Order shall, among other things:

- (a) Declare that: (i) the Plan has been approved by the Required Majority in conformity with the CCAA; (ii) VON Canada and the Monitor have complied with the provisions of the CCAA and the Orders of the Court made in these proceedings in all respects; (iii) the Court is satisfied that VON Canada and the Monitor have 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;
- (b) Authorize the Monitor and VON Canada to perform their functions and fulfill their obligations under the Plan to facilitate the implementation of the Plan;
- (c) Effective on the Implementation Date, permanently stay all Claims and declare that the compromises effected hereby are approved, binding and effective as herein set out upon all Creditors and other Persons affected by this Plan;
- (d) Confirm the releases provided for in Article 8 hereof;
- (e) Declare that in carrying out the terms of the Meeting Order, the Sanction Order and this Plan, (i) the Monitor shall benefit from the protections given to it by the CCAA, the Initial Order, and any other Order in the CCAA Proceedings, and as an officer of the Court, including the stay of proceedings in its favour; and (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of the Sanction Order and this Plan.
- (f) Effective on the Implementation Date, compromise, discharge and release VON Canada from any and all Claims of any nature in accordance with the Plan, and declare that the ability of any Person to proceed against VON Canada in respect of or relating to any Claims shall be forever discharged and restrained, subject only to the right of the Creditor to receive distributions pursuant to the Plan in respect of its Proven Claims; and
- (g) Declare that upon completion by VON Canada and the Monitor of their duties pursuant to the CCAA and the Orders granted in these proceedings under the CCAA, including without limitation, the Monitor's duties in respect of the Claims Procedure Order and the Plan, the Monitor may file with the Court a certificate stating that all of its duties in respect of VON Canada pursuant to the CCAA and the Orders have been completed and thereupon these CCAA proceedings shall be terminated in respect of VON Canada.

Section 6.3 Monitor's Certificate

Upon receipt by the Monitor of written confirmation from VON Canada (on which the Monitor shall be entitled to rely without further investigation or verification) that all distributions under the Plan have been issued and all the conditions precedent under the Plan have been satisfied, the Monitor shall file a certificate with the Court stating that the conditions precedent set out in Section 6.1 hereof have been satisfied and that the Plan has been implemented.

ARTICLE 7

PLAN AMENDMENTS

Section 7.1 Plan Amendments

VON Canada may amend, modify and/or supplement this Plan at any time and from time to time prior to the Creditors' Meeting, provided that all such amendments, modifications and supplements are disclosed and made available at the Creditors' Meeting in the manner required in the Meeting Order.

VON Canada may amend, modify and/ or supplement this Plan at any time and from time to time after the Creditors' Meeting but before the Sanction Order is issued, provided that all such amendments, modifications and supplements are approved by the Court on notice to the Creditors affected thereby in the manner required in the Meeting Order.

VON Canada may amend, modify and/or supplement this Plan at any time and from time to time after issuance of the Sanction Order, provided that all such amendments, modifications and supplements are, in the opinion of the Monitor or the Court, of an administrative nature required to better give effect to the implementation of this Plan or the Sanction Order and are not adverse to the financial or economic interests of the Creditors generally. For greater certainty, any amendments, modifications or supplements to the Plan that would result in the delay of the Distribution Date or the Implementation Date to a date later than December 30, 2016 must be approved by the Court.

Any amended, modified and/or supplementary plan or plans of compromise or arrangement shall for all purposes be and be deemed to be a part of and incorporated into this Plan.

ARTICLE 8

RELEASES

(a) On the Implementation Date, the following shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred:

- i. all Claims, whether or not filed in accordance with the Claims Procedure Order;
- ii. all Director and Officer Claims, whether or not filed in accordance with the Claims Procedure Order;
- iii. any and all demands, claims, actions, causes of action, counterclaims, suits, debts, covenants, damages, judgments, 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 them) may be entitled to assert, against VON Canada, the Monitor, the Chief Restructuring Officer and each of their respective financial advisors, legal counsel, agents, directors, officers, partners, employees or representatives 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 Implementation Date that are in any way relating to, arising out of or in connection with (i) the restructuring, disclaimer, rescission, breach or termination of any contract, lease, agreement or other arrangement, whether written or oral; (ii) this Plan; and (iii) these CCAA proceedings; provided that nothing herein shall waive, release, discharge, cancel or bar any right to enforce the obligations under this Plan, VON Canada from or in respect of any Excluded Claim, or any person from any claim that is not permitted to be released pursuant to section 19(2) of the CCAA or section 5.1(2) of the CCAA.

(collectively, the "**Released Claims**").

(b) All Persons (regardless of whether or not such Persons are Creditors) are permanently and forever barred, estopped, stayed and enjoined, on and after the Implementation Date, from (i) 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) in respect of a Released Claim; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order in respect of a Released Claim; or (iii) 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, or for 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 makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against one or more of the parties who is the subject of a Released Claim.

ARTICLE 9

WAIVER OF DEFAULTS

Subject to the performance by VON Canada of its obligations under this Plan, no Person who is a party to any obligations or agreements with VON Canada shall, following the Implementation Date, accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, option, dilution or other remedy) or make any demand under or in respect of any such obligation or agreement as against VON Canada, by reason of:

- i. any defaults or events of default arising as a result of the insolvency of VON Canada, VON East or VON West prior to the Implementation Date;
- ii. the fact that VON Canada, VON East or VON West have sought or obtained relief under the CCAA, Section 101 of the *Courts of Justice Act* (Ontario) or under the BIA or that this Plan has been implemented by VON Canada;
- iii. the effect on VON Canada of the completion of any of the transactions contemplated by this Plan;
- iv. any compromises or arrangements effected pursuant to this Plan; or
- v. any other event(s) which occurred on or prior to the Implementation Date which would have entitled any Person to enforce rights and remedies, subject to any express provisions to the contrary in any agreements entered into with VON Canada after the Filing Date.

For greater certainty, nothing in this Article 9 shall waive, compromise or discharge any obligations of VON Canada in respect of any Excluded Claim.

ARTICLE 10

GENERAL

Section 10.1 Termination of the Plan

At any time prior to the Implementation Date, VON Canada may determine not to proceed with this Plan, notwithstanding a prior approval given at the Creditors' Meeting or the obtaining of the Sanction Order.

Section 10.2 Paramountcy

From and after the Implementation Date, any conflict between this Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, credit document, agreement for sale, by-laws of VON Canada, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between one or more of the Creditors and VON Canada as at the Implementation Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Sanction Order, which shall take precedence and priority.

Section 10.3 Successors and Assigns

This Plan and any compromise effected by this Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, representatives, successors and assigns of any Person named or referred to in, or affected by, this Plan for all purposes, as of the Implementation Date.

Section 10.4 Consents, Waivers and Agreements

On the Implementation Date, any Person affected by this Plan shall be deemed to have consented and agreed to all of the provisions of this Plan in their entirety. In particular, each Creditor shall be deemed to have executed and delivered to VON Canada and the Monitor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety.

Section 10.5 Responsibilities of the Monitor

The Monitor is acting and will continue to act in all respects in its capacity as Monitor in these CCAA Proceedings, and not in its personal or corporate capacities. The Monitor will not be responsible or liable whatsoever for any obligations of VON Canada. The Monitor will have the powers and protections granted to it by the Plan, the CCAA, the Initial Order, the Sanction Order and any other Order made in the CCAA Proceedings.

Section 10.6 Deeming Provisions

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

Section 10.7 Claims Bar Date

Nothing in this Plan extends or shall be interpreted as extending or amending the Claims Bar Date (as defined in the Claims Procedure Order) or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Procedure Order.

Section 10.8 Severability of Plan Provisions

If any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of VON Canada, will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

Section 10.9 Notices

Any notice or communication to be delivered hereunder shall be in writing and shall reference this Plan and may, subject as hereinafter provided, be made or given by personal delivery, mail or facsimile addressed to the respective parties as follows:

(a) if to VON Canada:

2315 St. Laurent Blvd., Suite 100
Ottawa, Ontario K1G 4J8

Attention: Jo-Anne Poirier

With copy to:

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4

Attention: Matthew Halpin / Evan Cobb
Email: matthew.halpin@nortonrosefulbright.com / evan.cobb@nortonrosefulbright.com

and to:

Roxanne Anderson

Email: randerson@marchadvisory.ca

(b) if to the Monitor:

Collins Barrow Toronto Limited
11 King Street West
Suite 700
Toronto, Ontario M5H 4C7

Attention: Daniel Weisz / Brenda Wong
Email: dweisz@collinsbarrow.com / bywong@collinsbarrow.com

With a copy to:

Bennett Jones LLP
3400 One First Canadian Place
Toronto, Ontario M5X 1A4

Attention: Mark Laugesen
Email: laugesenm@bennettjones.com

(b) if to a Creditor:

to the last known address or a facsimile number for such Creditor or the address or facsimile number for such Creditor specified in the Proof of Claim filed by such Creditor pursuant to the Claims Procedure Order; or

(c) to such other address as any party may from time to time notify the others in accordance with this section. All such notices and communications which are delivered shall be deemed to have been received on the date of delivery. All such notices and communications which are delivered by facsimile shall be deemed to be received on the date transmitted, if before 5:00 p.m. on a Business Day, and otherwise shall be deemed to be received on the next Business Day following the day upon which such facsimile was sent. Any notice or other communication sent by mail shall be deemed to have been received on the fifth Business Day after the date of mailing. The unintentional failure by VON Canada or the Monitor to give a notice contemplated hereunder shall not invalidate any action taken by any Person pursuant to this Plan.

Section 10.10 Further Assurances

Notwithstanding that the transactions and events set out in this Plan shall be deemed to occur without any additional act or formality other than as set out herein, each of the Persons affected hereby shall make, do and execute or cause to be made, done or executed all such further acts, deeds, agreements, transfers, assurances, instruments, documents or discharges as may be reasonably required by VON Canada or the Monitor in order to better implement this Plan.

| Dated at Toronto, Ontario as of the 21st day of November, 2016

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

Court File No: CV-15-11192-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
(VICTORIAN ORDER OF NURSES FOR CANADA ET AL.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AMENDED AND RESTATED PLAN OF COMPROMISE
OR ARRANGEMENT**

(VICTORIAN ORDER OF NURSES FOR CANADA)

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Tel: 416.216.1929
Fax: 416.216.3930

Email: evan.cobb@nortonrosefulbright.com

Lawyers for Victorian Order of Nurses for Canada

This is **Exhibit "B"** referred to in the
Affidavit of **Jo-Anne Poirier**
sworn before me, this 21st day
of **November, 2016**



A Commissioner for taking Affidavits

**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 SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990 C. c-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR
CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION AND VICTORIAN ORDER OF NURSES
FOR CANADA –WESTERN REGION

**AMENDED AND RESTATED PLAN OF COMPROMISE OR ARRANGEMENT
PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT*
OF VICTORIAN ORDER OF NURSES FOR CANADA – EASTERN REGION**

OCTOBER 5 ~~NOVEMBER 18~~, 2016

WHEREAS Victorian Order Of Nurses For Canada – Eastern Region ("**VON East**") is insolvent and obtained protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), pursuant to an order of the Honourable Justice Penny dated November 25, 2015, as amended (the "**Initial Order**"). The Initial Order appointed Collins Barrow Toronto Limited as the Monitor of, among others, VON East;

AND WHEREAS the other Applicants in these proceedings under the CCAA are Victorian Order Of Nurses For Canada ("**VON Canada**") and Victorian Order Of Nurses For Canada – Western Region ("**VON West**");

AND WHEREAS the operations of VON East are now entirely shut down;

AND WHEREAS pursuant to the order of the Honourable Justice Penny dated October 5, 2016, VON East was authorized to file this plan of compromise or arrangement (the "**Original Plan**");

AND WHEREAS the Original Plan has been amended and restated by this amended and restated plan of compromise and arrangement;

AND WHEREAS VON East hereby proposes and presents this amended and restated plan of compromise or arrangement for the purpose of distributing the cash on hand to VON East's creditors under and pursuant to the CCAA.

ARTICLE 1

INTERPRETATION

Section 1.1 Definitions

In this Plan, unless otherwise stated or unless the subject matter or context otherwise requires, the following terms shall have the following meanings:

"Administration Charge" has the meaning given to it in the Initial Order;

"Business Day" means a day, other than Saturday, Sunday, on which banks are generally open for business in Toronto, Canada;

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

"CCAA Proceedings" means the proceedings under the CCAA commenced by VON Canada, VON East and VON West on November 25, 2015;

"Claim" means:

- a) any right of claim of any Person against VON East, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of VON East, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the 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 existing on or prior to the Filing Date; and
- b) any right of claim of any Person against VON East in connection with any indebtedness, liability or obligation of any kind whatsoever owed by VON East to such Person arising out of the restructuring, termination, repudiation, or disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation after the Filing Date,

in each case, other than an Excluded Claim.

In the case of a Claim by a landlord of VON East in connection with a restructuring, termination, repudiation, or disclaimer or breach of any lease, such Claim shall be quantified as the Landlord Formula Amount applicable to such lease.

"Claims Procedure Order" means the Claims Procedure Order of the Honourable Mr. Justice Penny, dated October 5, 2016 in these proceedings;

"Court" means the Ontario Superior Court of Justice, Commercial List;

"Creditor" means any Person holding a Claim;

“Creditors’ Meeting” means the meeting of Creditors holding Voting Claims called for the purpose of considering and voting in respect of this Plan pursuant to the CCAA and the terms of the Meeting Order on the Creditors’ Meeting Date;

“Creditors’ Meeting Date” means November 16, 2016, subject to any adjournment or postponement of the Creditors’ Meeting in accordance with this Plan, the Meeting Order or further order of the Court;

“Crown Claims” means any Claim of the Crown, for all amounts that were outstanding at the Filing Date and are of a kind that could be subject to a demand under:

- a) subsection 224(1.2) of the ITA;
- b) any provision of the Canada Pension Plan or of the Employment Insurance Act that refers to subsection 224(1.2) of the ITA and provides for the collection of a contribution, as defined in the Canada Pension Plan, or an employee’s premium, or employer’s premium, as defined in the Employment Insurance Act, or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts;
- c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the ITA, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
 - i. has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the ITA; or
 - ii. is of the same nature as a contribution under the Canada Pension Plan if the province is a “province providing a comprehensive pension plan” as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a “provincial pension plan” as defined in that subsection.

“Director and Officer Claim” means any right of any Person against the Directors or Officers of VON East for which the Directors or Officers of VON East are by law liable to pay in their capacity as Directors or Officers or in any other capacity, in each case based in whole or in part on facts existing on or prior to the date of the Claims Procedure Order;

“Directors” means the directors and former directors of VON East or any Person deemed to be a director or former director of VON East by any law, and “Director” means any one of them;

“Disputed Claim” means any unsecured Claim of a Creditor which has not been finally determined in accordance with the Claims Procedure Order by the Creditors’ Meeting Date;

“Distribution Date” means a date after the Implementation Date to be determined by VON East, which shall in any event be not more than 45 days after the Implementation Date;

“Distribution Pool” means all cash and cash equivalents legally and beneficially owned by VON East as of the Implementation Date after payment in full of all Secured Proven Claims, claims secured by the Charges (as defined in the Initial Order) ~~or~~ and the delivery of a cash reserve to be held by the Monitor in respect of such claims), and Crown Claims and Employee Priority Claims;

“Employee Priority Claims” means the following claims of VON East’s employees and former employees:

- a) claims equal to the amounts that such employees and former employees would have been qualified to receive under paragraph 136(l)(d) of the BIA if VON East had become bankrupt on the Filing Date; and
- b) claims for wages, salaries, commissions or compensation for services rendered by VON East's employees and former employees after the Filing Date and on or before the date of the Sanction Order, together with, in the case of travelling salespersons, disbursements properly incurred by them in and about VON East's business during the same period.

"Excluded Claim" means: (i) claims secured by any of the Charges (as defined in the Initial Order); (ii) any claim enumerated in subsections 5.1(2) and 19(2) of the CCAA; (iii) any Employee Priority Claims or Crown Claims; and (iv) any claim by a Director or Officer for indemnification related to a Director and Officer Claim.

"Filing Date" means November 25, 2015;

"Implementation Date" means December 30, 2016, or such other date as VON East may determine in consultation with the Monitor, which date shall not be later than January 13, 2017;

"ITA" means the *Income Tax Act* (Canada), R.S.C. 1985, c. 1 (5th Supp.);

"Landlord Formula Amount" means an amount equal to the lesser of:

- a) the aggregate of:
 - i. the rent provided for in the lease for the first year of the lease following the date on which the disclaimer or resiliation of the lease became effective, and
 - ii. fifteen percent of the rent for the remainder of the term of the lease after that year; and
- b) three years' rent.

"Meeting Order" means the order of the Court dated October 5, 2016, which, among other things, provided for the calling of the Creditors' Meeting;

"Monitor" means Collins Barrow Toronto Limited in its capacity as the Court-appointed Monitor of VON East;

"Officers" means the officers and former officers of VON East or any Person deemed to be an officer or former officer of VON East by any law and "Officer" means any one of them;

"Order" means any order, directive, judgment, decision, ruling or award issued by the Court in the CCAA Proceeding;

"Plan" means this amended and restated plan of compromise or arrangement filed with the Court pursuant to the CCAA, as this Plan may be amended, varied or supplemented from time to time in accordance with Article 7 hereof;

"Person" means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, trade union, employee or other association and any federal, provincial, state or municipal government or similar entity, howsoever designated or constituted;

"Proof of Claim" means the form completed and filed by a Creditor setting forth its purported Claim which is substantially in the form attached to the Claims Procedure Order;

“Property” means all of VON East’s assets, undertakings and properties of every nature and kind whatsoever and wherever situate, including all proceeds thereof;

“Proven Claim” means the amount of the Claim of a Creditor as determined in accordance with the Claims Procedure Order;

“Required Majority” means the affirmative vote of a majority in number of the Creditors having Voting Claims and voting on this Plan (in person or by proxy) at the Creditors’ Meeting representing not less than 66 2/3% in value of the Voting Claims of the Creditors voting (in person or by proxy) at the Creditors’ Meeting in accordance with the terms of the Meeting Order;

“Sanction Order” means an order of the Court, among other things, approving and sanctioning this Plan;

“Secured Proven Claim” means any Claim or portion thereof, as finally determined in accordance with the Claims Procedure Order, which has the benefit of a valid and enforceable security interest in, mortgage or charge over, lien against or other similar interest in the Property, but only to the extent of the realizable value of the property subject to such security;

“Taxing Authorities” means any one of Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof and any Canadian or non-Canadian (including U.S.) government, regulatory authority, government department, agency, commission, bureau, minister, court, tribunal or body or regulation making entity exercising taxing authority or power, and **“Taxing Authority”** means any one of the Taxing Authorities;

“Unsecured Proven Claim” means the unsecured portion of a Creditor’s Proven Claim as determined in accordance with the Claims Procedure Order;

“Unresolved Claim” means any Claim of a Creditor which has not been finally determined for distribution purposes in accordance with the Claims Procedure Order by the Implementation Date;

“Voting Claim” means the amount of a Creditor’s Unsecured Proven Claim or the amount of a Creditor’s Disputed Claim which has been accepted by the Monitor for the purpose of voting at the Creditors’ Meeting in accordance with the Meeting Order;

“Voting Deadline” means 10:00 a.m. (Toronto time) on the Business Day before the date of the Creditors’ Meeting; and

Section 1.2 Interpretation

For purposes of this Plan:

- (a) all references to currency and to “\$” are to Canadian Dollars, unless otherwise specified;
- (b) 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 of Articles and Sections intended as complete or accurate descriptions of the content thereof;
- (c) references to the singular in the Plan shall include the plural, references to the plural shall include the singular and to any gender shall include the other gender;

- (d) unless otherwise specified, all references to time in this Plan mean local time in Toronto, Canada and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day;
- (e) unless otherwise specified, a time period within or following which any payment is to be made or act is to be done shall 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 Business Day if the last day of the period is not a Business Day;
- (f) the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitation, but rather shall mean "includes but is not limited to" and "including but not limited to", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive; and
- (g) Whenever any payment to be made or action to be taken under this Plan is required to be made or to be taken on a day other than a Business Day, such payment shall be made or action taken on the next succeeding Business Day.

ARTICLE 2

PURPOSE AND EFFECT OF THE PLAN

Section 2.1 Purpose of this Plan

The purpose of this Plan is to distribute the Distribution Pool to VON East's Creditors with Unsecured Proven Claims and provide for the compromise and settlement of all Claims against VON East.

Section 2.2 Effect of this Plan

On the Implementation Date, all Claims against VON East will be deemed to be compromised and settled and shall be fully released and discharged, excepting only the obligations to make distributions in respect of such Claims, which compromise shall be final and binding on VON East and all Persons affected by this Plan.

ARTICLE 3

CLASSIFICATION OF CREDITORS

Section 3.1 Class of Creditors

For the purpose of voting on this Plan the Creditors with Voting Claims shall constitute a single class, the Affected Creditors Class.

Section 3.2 Claims

Creditors shall prove their Claims, vote (in the case of Voting Claims) in respect of this Plan, and receive the distributions provided for hereunder pursuant to the Claims Procedure Order, the Meeting Order and this Plan.

In the case of a Claim by a landlord of VON East in connection with a restructuring, termination, repudiation, or disclaimer or breach of any lease, such Claim shall be quantified using the Landlord Formula Amount applicable to such lease. The Landlord Formula Amount shall apply notwithstanding the Claim amount set out in a landlord's proof of claim or the methodology used by the landlord to calculate that claim.

ARTICLE 4

CREDITORS' MEETING

Section 4.1 Creditors' Meeting

The Creditors' Meeting shall be held in accordance with this Plan, the Meeting Order and any further order of the Court which may be made from time to time. The only Persons entitled to attend the Creditors' Meeting are VON East, the Monitor and its legal counsel; those Persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, the directors and officers of VON East, the Chief Restructuring Officer of VON Canada, and their respective legal counsel and advisors. Any other Person may be admitted on invitation of the chair of the Creditors' Meeting.

Section 4.2 Voting by Creditors

VON East will seek approval of this Plan by the affirmative vote of the Required Majority. Except for any resolution to be voted on at the Creditors' Meeting to approve this Plan, which will be decided by the Required Majority by ballot, every question submitted to a vote at the Creditors' Meeting will be decided by a majority in value of the Voting Claims, unless the Monitor decides, in its sole discretion, that any such question submitted to a vote at the Creditors' Meeting will be decided by the majority of votes given on a show of hands.

The result of any vote at the Creditors' Meeting will be binding on all Persons affected by this Plan, whether or not any such Person is present at the Creditors' Meeting.

Section 4.3 Claims for Voting Purposes

Each Creditor with a Voting Claim shall be entitled to one vote, which vote shall have the value of such Creditor's Voting Claim. The amount of a Creditor's Disputed Claim which has not been accepted by the Monitor as a Voting Claim may be voted at the Creditors' Meeting, but shall be recorded and tabulated by the Monitor separately at the amount of the Disputed Claim. The amount of the Voting Claim of any Creditor holding a Disputed Claim as accepted by the Monitor for the purpose of voting only shall be without prejudice to the rights of VON East, the Monitor and such Creditor with respect to the final determination of the Creditor's Claim for distribution purposes.

Section 4.4 Claims Bar Date

If any Person asserting a Claim (other than a Claim that was the subject of a Claim Notice in accordance with the Claims Procedure Order) has failed to file a Proof of Claim in accordance with the Claims Procedure Order prior to the Claims Bar Date (as defined in the Claims Procedure Order) or such later date as was agreed to in writing by the Monitor or extended by further order of the Court, that Person shall not be permitted to vote at the Creditors' Meeting and shall not receive any distribution under this Plan (except to the extent of any Claim that was the subject of a Claim Notice).

Section 4.5 Chair

An officer of the Monitor, or an individual designated by him or her, shall preside as the chair of the Creditors' Meeting and shall decide all matters relating to procedure at the Creditors' Meeting not otherwise set out in the Meeting Order.

ARTICLE 5

DISTRIBUTIONS UNDER THE PLAN

Section 5.1 Distributions on Account of Secured Proven Claims

If this Plan is implemented, then on the Distribution Date, each Creditor holding a Secured Proven Claim shall receive a distribution equal to the full amount of the Creditor's Secured Proven Claim.

Section 5.2 Distributions on Account of Unsecured Proven Claims

If this Plan is implemented, then on the Distribution Date, each Creditor holding an Unsecured Proven Claim will receive a distribution of a portion of the Distribution Pool equal to the proportion that such Creditor's Unsecured Proven Claim represents as a percentage of all Unsecured Proven Claims, up to the maximum amount of such Creditor's Unsecured Proven Claim. Such distributions shall be delivered by VON East by cheque sent by pre-paid ordinary mail by VON East to the address set out in such Creditor's proof of claim, or by wire transfer or by such other method as determined by VON East in consultation with the Monitor.

Section 5.3 Interest on Claims

Interest will not accrue or be paid on Unsecured Proven Claims after or in respect of the period following the Filing Date and no holder of an Unsecured Proven Claim will be entitled to any interest in respect of such Unsecured Proven Claim accruing on or after or in respect of the period following the Filing Date.

Section 5.4 Certain Crown Claims and Employee Claims

Within six (6) months after the date of the Sanction Order, VON East will pay in full all Crown Claims owed by VON East, if any.

At or prior to implementation of this Plan, VON East will pay in full all Employee Priority Claims owed by VON East, if any.

Section 5.5 Currency

For voting purposes, a Claim shall be denominated in Canadian dollars. Any Claim denominated in a currency other than Canadian dollars shall be converted to Canadian dollars based on the noon spot rate of exchange quoted by the Bank of Canada for exchanging such currency to Canadian dollars as at the Filing Date.

Claims originally denominated in a foreign currency will be distributed to those creditors in Canadian dollars based on the noon spot rate of exchange quoted by the Bank of Canada for exchanging such currency to Canadian dollars as at the Implementation Date.

Section 5.6 Withholding and Reporting Requirements

VON East shall be entitled to deduct and withhold from any distribution, payment or consideration otherwise payable to any Creditor or to any Person on behalf of any Creditor such amounts (a "Withholding Obligation") (i) as VON East is required to deduct and withhold with respect to such payment under the ITA or any provision of federal, provincial, territorial, state, local or foreign tax law, in each case, as amended, or (ii) on account of payments previously made to Creditors under the Wage Earner Protection Program.

To the extent that amounts are so withheld or deducted and paid over to the applicable Taxing Authority, such withheld or deducted amounts shall be treated for all purposes of the Plan as having been paid to such Person as the remainder of the payment in respect of which such withholding and deductions were made. For greater certainty, no distribution, payment or other consideration shall be made to or on behalf of a holder of a Proven Claim pursuant to the Plan unless and until such holder has made arrangements satisfactory to VON East for the payment and satisfaction of any Withholding Obligations imposed on VON East by any Taxing Authority.

Section 5.7 Uncashed Cheques/Undelivered Distributions

If a distribution cheque mailed ~~sent~~ by VON East to a Creditor is not deposited within six (6) months of its mailing ~~delivery~~ or is returned to VON East and the Creditor entitled to such distribution cannot be found by VON East after reasonable efforts to locate such Creditor have been made, the ~~cheque~~ distribution payable to such Creditor shall be cancelled and the funds represented by all such cancelled ~~cheques~~ distributions shall, if in excess of \$5,000 in aggregate be reallocated to the Distribution Pool for distribution to creditors with Unsecured Proven Claims or, if less than or equal to \$5,000 in aggregate, shall be retained by VON East free and clear of any claims; provided, however, that VON East shall not be required to make any distribution of funds reallocated to the Distribution Pool under this Section 5.7 to any Creditor where such distribution would be less than \$50 (the "**Minimum Distribution Threshold**"). Any amounts from these reallocated funds that would otherwise be payable to a Creditor in an amount that does not meet or exceed the Minimum Distribution Threshold shall be retained by VON East free and clear of any claims and transferred to VON Canada.

Section 5.8 No Distribution Pending Allowance

Notwithstanding any other provision of the Plan, no payments or distributions shall be made with respect to all or any portion of an Unresolved Claim unless and to the extent all or a portion of the Unresolved Claim has become a Proven Claim for distribution purposes.

On the Implementation Date, VON East will pay from the Distribution Pool to the Monitor an amount equal to the aggregate amount of all distributions that Creditors with Unresolved Claims would otherwise have received pursuant to this Plan had their Unresolved Claims been Proven Claims for distribution purposes on the Distribution Date. The Monitor will establish a reserve for Unresolved Claims, if any, from the Distribution Pool (the "**Unresolved Claims Reserve**"). The Monitor shall continue to hold the Unresolved Claims Reserve for the benefit of each Creditor holding an Unresolved Claim until such Claim becomes a Proven Claim for distribution purposes (at which point the Monitor shall make a distribution in respect of such Proven Claim) or is ultimately disallowed.

If an Unresolved Claim is ultimately determined to not be a valid Claim in whole or in part in accordance with the Claims Procedure Order after the Implementation Date, any portion of the Unresolved Claims Reserve in respect of such Unresolved Claim shall be reallocated to the Distribution Pool and, if upon resolution of all Unresolved Claims, the Distribution Pool has a balance in excess of \$5,000, the funds in the Distribution Pool shall be paid out to creditors with Unsecured Proven Claims in accordance with this Plan or, if the funds in the Distribution Pool are less than or equal to \$5,000, the funds remaining in the Distribution Pool shall be retained by VON East free and clear of any claims; provided, however, that VON East shall not be required to make any distribution of funds reallocated to the Distribution Pool under this

Section 5.8 to any Creditor where such distribution would be less than the Minimum Distribution Threshold. Any amounts from these reallocated funds that would otherwise be payable to a Creditor in an amount that does not meet or exceed the Minimum Distribution Threshold shall be retained by VON East free and clear of any claims.

Section 5.9 Unapplied Portion Of Reserve For Amounts Secured By Charges

A cash reserve in an amount not to exceed \$5,000 shall be paid over to the Monitor on the Implementation Date to pay any claims that may become payable for amounts secured by the Charges. If it is determined that the amounts held by the Monitor as a reserve for claims secured by the Charges is no longer required, such amounts shall be reallocated to the Distribution Pool and, if the funds in the Distribution Pool are less than or equal to \$5,000, the funds remaining in the Distribution Pool shall be retained by VON East free and clear of any claims; provided, however, that VON East shall not be required to make any distribution of funds reallocated to the Distribution Pool under this Section 5.9 to any Creditor where such distribution would be less than the Minimum Distribution Threshold. Any amounts from these reallocated funds that would otherwise be payable to a Creditor in an amount that does not meet or exceed the Minimum Distribution Threshold shall be retained by VON East free and clear of any claims.

Section 5.10 Employee Claims

If a former employee of VON East has received payment from the Wage Earner Protection Program on account of amounts owing to such former employee by VON East, such former employee's recovery under this Plan will be adjusted so that such former employee's claim for distribution purposes excludes the amount received from the Wage Earner Protection Program by such former employee on account of amounts owing to such former employee by VON East.

ARTICLE 6

COURT SANCTION, CONDITIONS PRECEDENT AND IMPLEMENTATION

Section 6.1 Conditions Precedent

The implementation of this Plan is subject to the following conditions precedent which are in favour of VON East:

- (a) This Plan has been approved by the Required Majority at the Creditors' Meeting;
- (b) The Sanction Order has been issued and entered; and
- (c) Unless such condition is waived by VON East in consultation with the Monitor, all applicable appeal periods in respect of the Sanction Order have expired and any appeals therefrom have been finally disposed of by the applicable appellate tribunal.

Section 6.2 Effect of Sanction Order

In addition to approving and sanctioning this Plan, the Sanction Order shall, among other things:

- (a) Declare that: (i) the Plan has been approved by the Required Majority in conformity with the CCAA; (ii) VON East and the Monitor have complied with the provisions of the CCAA and the Orders of the Court made in these proceedings in all respects; (iii) the Court is satisfied that VON East and the Monitor have 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;

- (b) Authorize the Monitor and VON East to perform their functions and fulfill their obligations under the Plan to facilitate the implementation of the Plan;
- (c) Effective on the Implementation Date, permanently stay all Claims and declare that the compromises effected hereby are approved, binding and effective as herein set out upon all Creditors and other Persons affected by this Plan;
- (d) Confirm the releases provided for in Article 8 hereof;
- (e) Declare that in carrying out the terms of the Meeting Order, the Sanction Order and this Plan, (i) the Monitor shall benefit from the protections given to it by the CCAA, the Initial Order, and any other Order in the CCAA Proceedings, and as an officer of the Court, including the stay of proceedings in its favour; and (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of the Sanction Order and this Plan;
- (f) Effective on the Implementation Date, compromise, discharge and release VON East from any and all Claims of any nature in accordance with the Plan, and declare that the ability of any Person to proceed against VON East in respect of or relating to any Claims shall be forever discharged and restrained, subject only to the right of the Creditor to receive distributions pursuant to the Plan in respect of its Proven Claims; and
- (g) Declare that upon completion by VON East and the Monitor of their duties pursuant to the CCAA and the Orders granted in these proceedings under the CCAA, including without limitation, the Monitor's duties in respect of the Claims Procedure Order and the Plan, the Monitor may file with the Court a certificate stating that all of its duties in respect of VON East pursuant to the CCAA and the Orders have been completed and thereupon these CCAA Proceedings shall be terminated in respect of VON East.

Section 6.3 Monitor's Certificate

Upon receipt by the Monitor of written confirmation from VON East (on which the Monitor shall be entitled to rely without further investigation or verification) that all distributions under the Plan have been ~~made~~issued and all the conditions precedent under the Plan have been satisfied, the Monitor shall file a certificate with the Court stating that the conditions precedent set out in Section 6.1 hereof have been satisfied and that the Plan has been implemented.

ARTICLE 7

PLAN AMENDMENTS

Section 7.1 Plan Amendments

VON East may amend, modify and/or supplement this Plan at any time and from time to time prior to the Creditors' Meeting, provided that all such amendments, modifications and supplements are disclosed and made available at the Creditors' Meeting in the manner required in the Meeting Order.

VON East may amend, modify and/ or supplement this Plan at any time and from time to time after the Creditors' Meeting but before the Sanction Order is issued, provided that all such amendments, modifications and supplements are approved by the Court on notice to the Creditors affected thereby in the manner required in the Meeting Order.

VON East may amend, modify and/or supplement this Plan at any time and from time to time after issuance of the Sanction Order, provided that all such amendments, modifications and supplements are,

in the opinion of the Monitor or the Court, of an administrative nature required to better give effect to the implementation of this Plan or the Sanction Order and are not adverse to the financial or economic interests of the Creditors generally.

Any amended, modified and/or supplementary plan or plans of compromise or arrangement shall for all purposes be and be deemed to be a part of and incorporated into this Plan.

ARTICLE 8

RELEASES

(a) On the Implementation Date, the following shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred:

- i. all Claims, whether or not filed in accordance with the Claims Procedure Order;
- ii. all Director and Officer Claims, whether or not filed in accordance with the Claims Procedure Order;
- iii. any and all demands, claims, actions, causes of action, counterclaims, suits, debts, covenants, damages, judgments, 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 them) may be entitled to assert, against VON East, the Monitor, the Chief Restructuring Officer of VON Canada and each of their respective financial advisors, legal counsel, agents, directors, officers, partners, employees or representatives 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 Implementation Date that are in any way relating to, arising out of or in connection with (i) the restructuring, disclaimer, resiliation, breach or termination of any contract, lease, agreement or other arrangement, whether written or oral; (ii) this Plan; and (iii) these CCAA proceedings; provided that nothing herein shall waive, release, discharge, cancel or bar any right to enforce the obligations under this Plan, VON East from or in respect of any Excluded Claim, or any person from any claim that is not permitted to be released pursuant to section 19(2) of the CCAA or section 5.1(2) of the CCAA.

(collectively, the "**Released Claims**").

(b) All Persons (regardless of whether or not such Persons are Creditors) are permanently and forever barred, estopped, stayed and enjoined, on and after the Implementation Date, from (i) 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) in respect of a Released Claim; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order in respect of a Released Claim; or (iii) 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, or for 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 makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against one or more of the parties who is the subject of a Released Claim

ARTICLE 9

GENERAL

Section 9.1 Termination of the Plan

At any time prior to the Implementation Date, VON East may determine not to proceed with this Plan, notwithstanding a prior approval given at the Creditors' Meeting or the obtaining of the Sanction Order.

Section 9.2 Paramountcy

From and after the Implementation Date, any conflict between this Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, credit document, agreement for sale, by-laws of VON East, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between one or more of the Creditors and VON East as at the Implementation Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Sanction Order, which shall take precedence and priority.

Section 9.3 Successors and Assigns

This Plan and any compromise effected by this Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, representatives, successors and assigns of any Person named or referred to in, or affected by, this Plan for all purposes, as of the Implementation Date.

Section 9.4 Consents, Waivers and Agreements

On the Implementation Date, any Person affected by this Plan shall be deemed to have consented and agreed to all of the provisions of this Plan in their entirety. In particular, each Creditor shall be deemed to have executed and delivered to VON East and the Monitor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety.

Section 9.5 Responsibilities of the Monitor

The Monitor is acting and will continue to act in all respects in its capacity as Monitor in these CCAA Proceedings, and not in its personal or corporate capacities. The Monitor will not be responsible or liable whatsoever for any obligations of VON East. The Monitor will have the powers and protections granted to it by the Plan, the CCAA, the Initial Order, the Sanction Order and any other Order made in the CCAA Proceedings.

Section 9.6 Deeming Provisions

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

Section 9.7 Claims Bar Date

Nothing in this Plan extends or shall be interpreted as extending or amending the Claims Bar Date (as defined in the Claims Procedure Order) or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Procedure Order.

Section 9.8 Severability of Plan Provisions

If any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of VON East, will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term held to

be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

Section 9.9 Notices

Any notice or communication to be delivered hereunder shall be in writing and shall reference this Plan and may, subject as hereinafter provided, be made or given by personal delivery, mail or facsimile addressed to the respective parties as follows:

(a) if to VON East:

2315 St. Laurent Blvd., Suite 100
Ottawa, Ontario K1G 4J8

Attention: Jo-Anne Poirier

With copy to:

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4

Attention: Matthew Halpin / Evan Cobb
Email: matthew.halpin@nortonrosefulbright.com / evan.cobb@nortonrosefulbright.com

(b) if to the Monitor:

Collins Barrow Toronto Limited
11 King Street West
Suite 700
Toronto, Ontario M5H 4C7

Attention: Daniel Weisz / Brenda Wong
Email: dweisz@collinsbarrow.com / bywong@collinsbarrow.com

With a copy to:

Bennett Jones LLP
3400 One First Canadian Place
Toronto, Ontario M5X 1A4

Attention: Mark Laugesen
Email: laugesenm@bennettjones.com

(b) if to a Creditor:

to the last known address or a facsimile number for such Creditor or the address or facsimile number for such Creditor specified in the Proof of Claim filed by such Creditor pursuant to the Claims Procedure Order; or

(c) to such other address as any party may from time to time notify the others in accordance with this section. All such notices and communications which are delivered shall be deemed to have been received on the date of delivery. All such notices and communications which are delivered by facsimile shall be deemed to be received on the date transmitted, if before 5:00 p.m. on a Business Day, and otherwise shall be deemed to be received on the next Business Day following the day upon which such facsimile was sent. Any notice or other communication sent by mail shall be deemed to have been received on the fifth Business Day after the date of mailing. The unintentional failure by VON East or the Monitor to give a notice contemplated hereunder shall not invalidate any action taken by any Person pursuant to this Plan.

Section 9.10 Further Assurances

Notwithstanding that the transactions and events set out in this Plan shall be deemed to occur without any additional act or formality other than as set out herein, each of the Persons affected hereby shall make, do and execute or cause to be made, done or executed all such further acts, deeds, agreements, transfers, assurances, instruments, documents or discharges as may be reasonably required by VON East or the Monitor in order to better implement this Plan.

Dated at Toronto, Ontario as of the 5¹⁸th day of ~~October~~November, 2016

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

Court File No: CV-15-11192-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA ET AL.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AMENDED AND RESTATED PLAN OF COMPROMISE
OR ARRANGEMENT**

VON EAST

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Matthew Halpin LSUC#26208F
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Tel: 416.216.1929
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Email: evan.cobb@nortonrosefulbright.com

Lawyers for Victorian Order of Nurses for Canada –
Eastern Region

This is **Exhibit "C"** referred to in the

Affidavit of **Jo-Anne Poirier**

sworn before me, this 21st day

of **November, 2016**


A Commissioner for taking Affidavits

**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 SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990 C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR
CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION AND VICTORIAN ORDER OF NURSES
FOR CANADA –WESTERN REGION

**AMENDED AND RESTATED PLAN OF COMPROMISE OR ARRANGEMENT
PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT*
OF VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN REGION**

OCTOBER 5 NOVEMBER 18, 2016

WHEREAS Victorian Order Of Nurses For Canada – Western Region ("**VON West**") is insolvent and obtained protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), pursuant to an order of the Honourable Justice Penny dated November 25, 2015, as amended (the "**Initial Order**"). The Initial Order appointed Collins Barrow Toronto Limited as the Monitor of, among others, VON West;

AND WHEREAS the other Applicants in these proceedings under the CCAA are Victorian Order Of Nurses For Canada ("**VON Canada**") and Victorian Order Of Nurses For Canada – Eastern Region ("**VON East**");

AND WHEREAS the operations of VON West are now entirely shut down;

AND WHEREAS pursuant to the order of the Honourable Justice Penny dated October 5, 2016, VON West was authorized to file this a plan of compromise or arrangement (the "**Original Plan**");

AND WHEREAS the Original Plan has been amended and restated by this amended and restated plan of compromise and arrangement;

AND WHEREAS VON West hereby proposes and presents this amended and restated plan of compromise or arrangement for the purpose of distributing the cash on hand to VON West's creditors under and pursuant to the CCAA.

ARTICLE 1

INTERPRETATION

Section 1.1 Definitions

In this Plan, unless otherwise stated or unless the subject matter or context otherwise requires, the following terms shall have the following meanings:

"Administration Charge" has the meaning given to it in the Initial Order;

"Business Day" means a day, other than Saturday, Sunday, on which banks are generally open for business in Toronto, Canada;

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

"CCAA Proceedings" means the proceedings under the CCAA commenced by VON Canada, VON East and VON West on November 25, 2015;

"Claim" means:

- a) any right of claim of any Person against VON West, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of VON West, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the 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 existing on or prior to the Filing Date; and
- b) any right of claim of any Person against VON West in connection with any indebtedness, liability or obligation of any kind whatsoever owed by VON West to such Person arising out of the restructuring, termination, repudiation, or disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation after the Filing Date,

in each case, other than an Excluded Claim.

In the case of a Claim by a landlord of VON West in connection with a restructuring, termination, repudiation, or disclaimer or breach of any lease, such Claim shall be quantified as the Landlord Formula Amount applicable to such lease.

"Claims Procedure Order" means the Claims Procedure Order of the Honourable Mr. Justice Penny, dated October 5, 2016 in these proceedings;

"Court" means the Ontario Superior Court of Justice, Commercial List;

"Creditor" means any Person holding a Claim;

“Creditors’ Meeting” means the meeting of Creditors holding Voting Claims called for the purpose of considering and voting in respect of this Plan pursuant to the CCAA and the terms of the Meeting Order on the Creditors’ Meeting Date;

“Creditors’ Meeting Date” means November 16, 2016, subject to any adjournment or postponement of the Creditors’ Meeting in accordance with this Plan, the Meeting Order or further order of the Court;

“Crown Claims” means any Claim of the Crown, for all amounts that were outstanding at the Filing Date and are of a kind that could be subject to a demand under:

- a) subsection 224(1.2) of the ITA;
- b) any provision of the Canada Pension Plan or of the Employment Insurance Act that refers to subsection 224(1.2) of the ITA and provides for the collection of a contribution, as defined in the Canada Pension Plan, or an employee’s premium, or employer’s premium, as defined in the Employment Insurance Act, or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts;
- c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the ITA, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
 - i. has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the ITA; or
 - ii. is of the same nature as a contribution under the Canada Pension Plan if the province is a “province providing a comprehensive pension plan” as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a “provincial pension plan” as defined in that subsection.

“Director and Officer Claim” means any right of any Person against the Directors or Officers of VON West for which the Directors or Officers of VON West are by law liable to pay in their capacity as Directors or Officers or in any other capacity, in each case based in whole or in part on facts existing on or prior to the date of the Claims Procedure Order;

“Directors” means the directors and former directors of VON West or any Person deemed to be a director or former director of VON West by any law, and “Director” means any one of them;

“Disputed Claim” means any unsecured Claim of a Creditor which has not been finally determined in accordance with the Claims Procedure Order by the Creditors’ Meeting Date;

“Distribution Date” means a date after the Implementation Date to be determined by VON West, which shall in any event be not more than 45 days after the Implementation Date;

“Distribution Pool” means all cash and cash equivalents legally and beneficially owned by VON West as of the Implementation Date after payment in full of all Secured Proven Claims, claims secured by the Charges (as defined in the Initial Order) (and the delivery of a cash reserve to be held by the Monitor in respect of such claims), and Crown Claims and Employee Priority Claims;

“Employee Priority Claims” means the following claims of VON West’s employees and former employees:

- a) claims equal to the amounts that such employees and former employees would have been qualified to receive under paragraph 136(l)(d) of the BIA if VON West had become bankrupt on the Filing Date; and
- b) claims for wages, salaries, commissions or compensation for services rendered by VON West's employees and former employees after the Filing Date and on or before the date of the Sanction Order, together with, in the case of travelling salespersons, disbursements properly incurred by them in and about VON West's business during the same period.

"Excluded Claim" means: (i) claims secured by any of the Charges (as defined in the Initial Order); (ii) any claim enumerated in subsections 5.1(2) and 19(2) of the CCAA; (iii) any Employee Priority Claims or Crown Claims; and (iv) any claim by a Director or Officer for indemnification related to a Director and Officer Claim.

"Filing Date" means November 25, 2015;

"Implementation Date" means December 30, 2016, or such other date as VON West may determine in consultation with the Monitor, which date shall not be later than January 13, 2017;

"ITA" means the *Income Tax Act* (Canada), R.S.C. 1985, c. 1 (5th Supp.);

"Landlord Formula Amount" means an amount equal to the lesser of:

- a) the aggregate of:
 - i. the rent provided for in the lease for the first year of the lease following the date on which the disclaimer or resiliation of the lease became effective, and
 - ii. fifteen percent of the rent for the remainder of the term of the lease after that year; and
- b) three years' rent.

"Meeting Order" means the order of the Court dated October 5, 2016, which, among other things, provided for the calling of the Creditors' Meeting;

"Monitor" means Collins Barrow Toronto Limited in its capacity as the Court-appointed Monitor of VON West;

"Officers" means the officers and former officers of VON West or any Person deemed to be an officer or former officer of VON West by any law and "Officer" means any one of them;

"Order" means any order, directive, judgment, decision, ruling or award issued by the Court in the CCAA Proceeding;

"Plan" means this amended and restated plan of compromise or arrangement filed with the Court pursuant to the CCAA, as this Plan may be amended, varied or supplemented from time to time in accordance with Article 7 hereof;

"Person" means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, trade union, employee or other association and any federal, provincial, state or municipal government or similar entity, howsoever designated or constituted;

"Proof of Claim" means the form completed and filed by a Creditor setting forth its purported Claim which is substantially in the form attached to the Claims Procedure Order;

"Property" means all of VON West's assets, undertakings and properties of every nature and kind whatsoever and wherever situate, including all proceeds thereof;

"Proven Claim" means the amount of the Claim of a Creditor as determined in accordance with the Claims Procedure Order;

"Required Majority" means the affirmative vote of a majority in number of the Creditors having Voting Claims and voting on this Plan (in person or by proxy) at the Creditors' Meeting representing not less than 66 2/3% in value of the Voting Claims of the Creditors voting (in person or by proxy) at the Creditors' Meeting in accordance with the terms of the Meeting Order;

"Sanction Order" means an order of the Court, among other things, approving and sanctioning this Plan;

"Secured Proven Claim" means any Claim or portion thereof, as finally determined in accordance with the Claims Procedure Order, which has the benefit of a valid and enforceable security interest in, mortgage or charge over, lien against or other similar interest in the Property, but only to the extent of the realizable value of the property subject to such security;

"Taxing Authorities" means any one of Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof and any Canadian or non-Canadian (including U.S.) government, regulatory authority, government department, agency, commission, bureau, minister, court, tribunal or body or regulation making entity exercising taxing authority or power, and **"Taxing Authority"** means any one of the Taxing Authorities;

"Unsecured Proven Claim" means the unsecured portion of a Creditor's Proven Claim as determined in accordance with the Claims Procedure Order;

"Unresolved Claim" means any Claim of a Creditor which has not been finally determined for distribution purposes in accordance with the Claims Procedure Order by the Implementation Date;

"Voting Claim" means the amount of a Creditor's Unsecured Proven Claim or the amount of a Creditor's Disputed Claim which has been accepted by the Monitor for the purpose of voting at the Creditors' Meeting in accordance with the Meeting Order;

"Voting Deadline" means 10:00 a.m. (Toronto time) on the Business Day before the date of the Creditors' Meeting; and

Section 1.2 Interpretation

For purposes of this Plan:

- (a) all references to currency and to "\$" are to Canadian Dollars, unless otherwise specified;
- (b) 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 of Articles and Sections intended as complete or accurate descriptions of the content thereof;
- (c) references to the singular in the Plan shall include the plural, references to the plural shall include the singular and to any gender shall include the other gender;

- (d) unless otherwise specified, all references to time in this Plan mean local time in Toronto, Canada and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day;
- (e) unless otherwise specified, a time period within or following which any payment is to be made or act is to be done shall 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 Business Day if the last day of the period is not a Business Day;
- (f) the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitation, but rather shall mean "includes but is not limited to" and "including but not limited to", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive; and
- (g) Whenever any payment to be made or action to be taken under this Plan is required to be made or to be taken on a day other than a Business Day, such payment shall be made or action taken on the next succeeding Business Day.

ARTICLE 2

PURPOSE AND EFFECT OF THE PLAN

Section 2.1 Purpose of this Plan

The purpose of this Plan is to distribute the Distribution Pool to VON West's Creditors with Unsecured Proven Claims and provide for the compromise and settlement of all Claims against VON West.

Section 2.2 Effect of this Plan

On the Implementation Date, all Claims against VON West will be deemed to be compromised and settled and shall be fully released and discharged, excepting only the obligations to make distributions in respect of such Claims, which compromise shall be final and binding on VON West and all Persons affected by this Plan.

ARTICLE 3

CLASSIFICATION OF CREDITORS

Section 3.1 Class of Creditors

For the purpose of voting on this Plan the Creditors with Voting Claims shall constitute a single class, the Affected Creditors Class.

Section 3.2 Claims

Creditors shall prove their Claims, vote (in the case of Voting Claims) in respect of this Plan, and receive the distributions provided for hereunder pursuant to the Claims Procedure Order, the Meeting Order and this Plan.

In the case of a Claim by a landlord of VON West in connection with a restructuring, termination, repudiation, or disclaimer or breach of any lease, such Claim shall be quantified using the Landlord Formula Amount applicable to such lease. The Landlord Formula Amount shall apply notwithstanding the Claim amount set out in a landlord's proof of claim or the methodology used by the landlord to calculate that claim.

ARTICLE 4

CREDITORS' MEETING

Section 4.1 Creditors' Meeting

The Creditors' Meeting shall be held in accordance with this Plan, the Meeting Order and any further order of the Court which may be made from time to time. The only Persons entitled to attend the Creditors' Meeting are VON West, the Monitor and its legal counsel; those Persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, the directors and officers of VON West, the Chief Restructuring Officer of VON Canada, and their respective legal counsel and advisors. Any other Person may be admitted on invitation of the chair of the Creditors' Meeting.

Section 4.2 Voting by Creditors

VON West will seek approval of this Plan by the affirmative vote of the Required Majority. Except for any resolution to be voted on at the Creditors' Meeting to approve this Plan, which will be decided by the Required Majority by ballot, every question submitted to a vote at the Creditors' Meeting will be decided by a majority in value of the Voting Claims, unless the Monitor decides, in its sole discretion, that any such question submitted to a vote at the Creditors' Meeting will be decided by the majority of votes given on a show of hands.

The result of any vote at the Creditors' Meeting will be binding on all Persons affected by this Plan, whether or not any such Person is present at the Creditors' Meeting.

Section 4.3 Claims for Voting Purposes

Each Creditor with a Voting Claim shall be entitled to one vote, which vote shall have the value of such Creditor's Voting Claim. The amount of a Creditor's Disputed Claim which has not been accepted by the Monitor as a Voting Claim may be voted at the Creditors' Meeting, but shall be recorded and tabulated by the Monitor separately at the amount of the Disputed Claim. The amount of the Voting Claim of any Creditor holding a Disputed Claim as accepted by the Monitor for the purpose of voting only shall be without prejudice to the rights of VON West, the Monitor and such Creditor with respect to the final determination of the Creditor's Claim for distribution purposes.

Section 4.4 Claims Bar Date

If any Person asserting a Claim (other than a Claim that was the subject of a Claim Notice in accordance with the Claims Procedure Order) has failed to file a Proof of Claim in accordance with the Claims Procedure Order prior to the Claims Bar Date (as defined in the Claims Procedure Order) or such later date as was agreed to in writing by the Monitor or extended by further order of the Court, that Person shall not be permitted to vote at the Creditors' Meeting and shall not receive any distribution under this Plan (except to the extent of any Claim that was the subject of a Claim Notice).

Section 4.5 Chair

An officer of the Monitor, or an individual designated by him or her, shall preside as the chair of the Creditors' Meeting and shall decide all matters relating to procedure at the Creditors' Meeting not otherwise set out in the Meeting Order.

ARTICLE 5

DISTRIBUTIONS UNDER THE PLAN

Section 5.1 Distributions on Account of Secured Proven Claims

If this Plan is implemented, then on the Distribution Date, each Creditor holding a Secured Proven Claim shall receive a distribution equal to the full amount of the Creditor's Secured Proven Claim.

Section 5.2 Distributions on Account of Unsecured Proven Claims

If this Plan is implemented, then on the Distribution Date, each Creditor holding an Unsecured Proven Claim will receive a distribution of a portion of the Distribution Pool equal to the proportion that such Creditor's Unsecured Proven Claim represents as a percentage of all Unsecured Proven Claims, up to the maximum amount of such Creditor's Unsecured Proven Claim. Such distributions shall be delivered by VON West by cheque sent by pre-paid ordinary mail by VON West to the address set out in such Creditor's proof of claim, or by wire transfer or by such other method as determined by VON West in consultation with the Monitor.

Section 5.3 Interest on Claims

Interest will not accrue or be paid on Unsecured Proven Claims after or in respect of the period following the Filing Date and no holder of an Unsecured Proven Claim will be entitled to any interest in respect of such Unsecured Proven Claim accruing on or after or in respect of the period following the Filing Date.

Section 5.4 Certain Crown Claims and Employee Claims

Within six (6) months after the date of the Sanction Order, VON West will pay in full all Crown Claims owed by VON West, if any.

At or prior to implementation of this Plan, VON West will pay in full all Employee Priority Claims owed by VON West, if any.

Section 5.5 Currency

For voting purposes, a Claim shall be denominated in Canadian dollars. Any Claim denominated in a currency other than Canadian dollars shall be converted to Canadian dollars based on the noon spot rate of exchange quoted by the Bank of Canada for exchanging such currency to Canadian dollars as at the Filing Date.

Claims originally denominated in a foreign currency will be distributed to those creditors in Canadian dollars based on the noon spot rate of exchange quoted by the Bank of Canada for exchanging such currency to Canadian dollars as at the Implementation Date.

Section 5.6 Withholding and Reporting Requirements

VON West shall be entitled to deduct and withhold from any distribution, payment or consideration otherwise payable to any Creditor or to any Person on behalf of any Creditor such amounts (a "Withholding Obligation") (i) as VON West is required to deduct and withhold with respect to such payment under the ITA or any provision of federal, provincial, territorial, state, local or foreign tax law, in each case, as amended, or (ii) on account of payments previously made to Creditors under the Wage Earner Protection Program.

To the extent that amounts are so withheld or deducted and paid over to the applicable Taxing Authority, such withheld or deducted amounts shall be treated for all purposes of the Plan as having been paid to such Person as the remainder of the payment in respect of which such withholding and deductions were made. For greater certainty, no distribution, payment or other consideration shall be made to or on behalf of a holder of a Proven Claim pursuant to the Plan unless and until such holder has made arrangements satisfactory to VON West for the payment and satisfaction of any Withholding Obligations imposed on VON West by any Taxing Authority.

Section 5.7 Uncashed Cheques/Undelivered Distributions

If a distribution cheque mailed/sent by VON West to a Creditor is not deposited within six (6) months of its mailing/delivery or is returned to VON West and the Creditor entitled to such distribution cannot be found by VON West after reasonable efforts to locate such Creditor have been made, the cheque/distribution payable to such Creditor shall be cancelled and the funds represented by all such cancelled cheques/distributions shall, if in excess of \$5,000 in aggregate be reallocated to the Distribution Pool for distribution to creditors with Unsecured Proven Claims or, if less than or equal to \$5,000 in aggregate, shall be retained by VON West free and clear of any claims; provided, however, that VON West shall not be required to make any distribution of funds reallocated to the Distribution Pool under this Section 5.7 to any Creditor where such distribution would be less than \$50 (the "**Minimum Distribution Threshold**"). Any amounts from these reallocated funds that would otherwise be payable to a Creditor in an amount that does not meet or exceed the Minimum Distribution Threshold shall be retained by VON West free and clear of any claims and transferred to VON Canada.

Section 5.8 No Distribution Pending Allowance

Notwithstanding any other provision of the Plan, no payments or distributions shall be made with respect to all or any portion of an Unresolved Claim unless and to the extent all or a portion of the Unresolved Claim has become a Proven Claim for distribution purposes.

On the Implementation Date, VON West will pay from the Distribution Pool to the Monitor an amount equal to the aggregate amount of all distributions that Creditors with Unresolved Claims would otherwise have received pursuant to this Plan had their Unresolved Claims been Proven Claims for distribution purposes on the Distribution Date. The Monitor will establish a reserve for Unresolved Claims, if any, from the Distribution Pool (the "**Unresolved Claims Reserve**"). The Monitor shall continue to hold the Unresolved Claims Reserve for the benefit of each Creditor holding an Unresolved Claim until such Claim becomes a Proven Claim for distribution purposes (at which point the Monitor shall make a distribution in respect of such Proven Claim) or is ultimately disallowed.

If an Unresolved Claim is ultimately determined to not be a valid Claim in whole or in part in accordance with the Claims Procedure Order after the Implementation Date, any portion of the Unresolved Claims Reserve in respect of such Unresolved Claim shall be reallocated to the Distribution Pool and, if upon resolution of all Unresolved Claims, the Distribution Pool has a balance in excess of \$5,000, the funds in the Distribution Pool shall be paid out to creditors with Unsecured Proven Claims in accordance with this Plan or, if the funds in the Distribution Pool are less than or equal to \$5,000, the funds remaining in the Distribution Pool shall be retained by VON West free and clear of any claims; provided, however, that VON West shall not be required to make any distribution of funds reallocated to the Distribution Pool

under this Section 5.8 to any Creditor where such distribution would be less than the Minimum Distribution Threshold. Any amounts from these reallocated funds that would otherwise be payable to a Creditor in an amount that does not meet or exceed the Minimum Distribution Threshold shall be retained by VON West free and clear of any claims.

Section 5.9 Unapplied Portion Of Reserve For Amounts Secured By Charges

A cash reserve in an amount not to exceed \$5,000 shall be paid over to the Monitor on the Implementation Date to pay any claims that may become payable for amounts secured by the Charges. If it is determined that the amounts held by the Monitor as a reserve for claims secured by the Charges is no longer required, such amounts shall be reallocated to the Distribution Pool and, if the funds in the Distribution Pool are less than or equal to \$5,000, the funds remaining in the Distribution Pool shall be retained by VON West free and clear of any claims; provided, however, that VON West shall not be required to make any distribution of funds reallocated to the Distribution Pool under this Section 5.9 to any Creditor where such distribution would be less than the Minimum Distribution Threshold. Any amounts from these reallocated funds that would otherwise be payable to a Creditor in an amount that does not meet or exceed the Minimum Distribution Threshold shall be retained by VON West free and clear of any claims.

Section 5.10 Employee Claims

If a former employee of VON West has received payment from the Wage Earner Protection Program on account of amounts owing to such former employee by VON West, such former employee's recovery under this Plan will be adjusted so that such former employee's claim for distribution purposes excludes the amount received from the Wage Earner Protection Program by such former employee on account of amounts owing to such former employee by VON West.

ARTICLE 6

COURT SANCTION, CONDITIONS PRECEDENT AND IMPLEMENTATION

Section 6.1 Conditions Precedent

The implementation of this Plan is subject to the following conditions precedent which are in favour of VON West:

- (a) This Plan has been approved by the Required Majority at the Creditors' Meeting;
- (b) The Sanction Order has been issued and entered; and
- (c) Unless such condition is waived by VON West in consultation with the Monitor, all applicable appeal periods in respect of the Sanction Order have expired and any appeals therefrom have been finally disposed of by the applicable appellate tribunal.

Section 6.2 Effect of Sanction Order

In addition to approving and sanctioning this Plan, the Sanction Order shall, among other things:

- (a) Declare that: (i) the Plan has been approved by the Required Majority in conformity with the CCAA; (ii) VON West and the Monitor have complied with the provisions of the CCAA and the Orders of the Court made in these proceedings in all respects; (iii) the Court is satisfied that VON West and the Monitor have 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;

- (b) Authorize the Monitor and VON West to perform their functions and fulfill their obligations under the Plan to facilitate the implementation of the Plan;
- (c) Effective on the Implementation Date, permanently stay all Claims and declare that the compromises effected hereby are approved, binding and effective as herein set out upon all Creditors and other Persons affected by this Plan;
- (d) Confirm the releases provided for in Article 8 hereof;
- (e) Declare that in carrying out the terms of the Meeting Order, the Sanction Order and this Plan, (i) the Monitor shall benefit from the protections given to it by the CCAA, the Initial Order, and any other Order in the CCAA Proceedings, and as an officer of the Court, including the stay of proceedings in its favour; and (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of the Sanction Order and this Plan;
- (f) Effective on the Implementation Date, compromise, discharge and release VON West from any and all Claims of any nature in accordance with the Plan, and declare that the ability of any Person to proceed against VON West in respect of or relating to any Claims shall be forever discharged and restrained, subject only to the right of the Creditor to receive distributions pursuant to the Plan in respect of its Proven Claims; and
- (g) Declare that upon completion by VON West and the Monitor of their duties pursuant to the CCAA and the Orders granted in these proceedings under the CCAA, including without limitation, the Monitor's duties in respect of the Claims Procedure Order and the Plan, the Monitor may file with the Court a certificate stating that all of its duties in respect of VON West pursuant to the CCAA and the Orders have been completed and thereupon these CCAA Proceedings shall be terminated in respect of VON West.

Section 6.3 Monitor's Certificate

Upon receipt by the Monitor of written confirmation from VON West (on which the Monitor shall be entitled to rely without further investigation or verification) that all distributions under the Plan have been ~~made~~issued and all the conditions precedent under the Plan have been satisfied, the Monitor shall file a certificate with the Court stating that the conditions precedent set out in Section 6.1 hereof have been satisfied and that the Plan has been implemented.

ARTICLE 7

PLAN AMENDMENTS

Section 7.1 Plan Amendments

VON West may amend, modify and/or supplement this Plan at any time and from time to time prior to the Creditors' Meeting, provided that all such amendments, modifications and supplements are disclosed and made available at the Creditors' Meeting in the manner required in the Meeting Order.

VON West may amend, modify and/ or supplement this Plan at any time and from time to time after the Creditors' Meeting but before the Sanction Order is issued, provided that all such amendments, modifications and supplements are approved by the Court on notice to the Creditors affected thereby in the manner required in the Meeting Order.

VON West may amend, modify and/or supplement this Plan at any time and from time to time after issuance of the Sanction Order, provided that all such amendments, modifications and supplements are, in the opinion of the Monitor or the Court, of an administrative nature required to better give effect to the

implementation of this Plan or the Sanction Order and are not adverse to the financial or economic interests of the Creditors generally.

Any amended, modified and/or supplementary plan or plans of compromise or arrangement shall for all purposes be and be deemed to be a part of and incorporated into this Plan.

ARTICLE 8

RELEASES

(a) On the Implementation Date, the following shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred:

- i. all Claims, whether or not filed in accordance with the Claims Procedure Order;
- ii. all Director and Officer Claims, whether or not filed in accordance with the Claims Procedure Order;
- iii. any and all demands, claims, actions, causes of action, counterclaims, suits, debts, covenants, damages, judgments, 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 them) may be entitled to assert, against VON West, the Monitor, the Chief Restructuring Officer of VON Canada and each of their respective financial advisors, legal counsel, agents, directors, officers, partners, employees or representatives 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 Implementation Date that are in any way relating to, arising out of or in connection with (i) the restructuring, disclaimer, resiliation, breach or termination of any contract, lease, agreement or other arrangement, whether written or oral; (ii) this Plan; and (iii) these CCAA proceedings; provided that nothing herein shall waive, release, discharge, cancel or bar any right to enforce the obligations under this Plan, VON West from or in respect of any Excluded Claim, or any person from any claim that is not permitted to be released pursuant to section 19(2) of the CCAA or section 5.1(2) of the CCAA.

(collectively, the "**Released Claims**").

(b) All Persons (regardless of whether or not such Persons are Creditors) are permanently and forever barred, estopped, stayed and enjoined, on and after the Implementation Date, from (i) 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) in respect of a Released Claim; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order in respect of a Released Claim; or (iii) 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, or for 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 makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against one or more of the parties who is the subject of a Released Claim

ARTICLE 9

GENERAL

Section 9.1 Termination of the Plan

At any time prior to the Implementation Date, VON West may determine not to proceed with this Plan, notwithstanding a prior approval given at the Creditors' Meeting or the obtaining of the Sanction Order.

Section 9.2 Paramountcy

From and after the Implementation Date, any conflict between this Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, credit document, agreement for sale, by-laws of VON West, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between one or more of the Creditors and VON West as at the Implementation Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Sanction Order, which shall take precedence and priority.

Section 9.3 Successors and Assigns

This Plan and any compromise effected by this Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, representatives, successors and assigns of any Person named or referred to in, or affected by, this Plan for all purposes, as of the Implementation Date.

Section 9.4 Consents, Waivers and Agreements

On the Implementation Date, any Person affected by this Plan shall be deemed to have consented and agreed to all of the provisions of this Plan in their entirety. In particular, each Creditor shall be deemed to have executed and delivered to VON West and the Monitor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety.

Section 9.5 Responsibilities of the Monitor

The Monitor is acting and will continue to act in all respects in its capacity as Monitor in these CCAA Proceedings, and not in its personal or corporate capacities. The Monitor will not be responsible or liable whatsoever for any obligations of VON West. The Monitor will have the powers and protections granted to it by the Plan, the CCAA, the Initial Order, the Sanction Order and any other Order made in the CCAA Proceedings.

Section 9.6 Deeming Provisions

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

Section 9.7 Claims Bar Date

Nothing in this Plan extends or shall be interpreted as extending or amending the Claims Bar Date (as defined in the Claims Procedure Order) or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Procedure Order.

Section 9.8 Severability of Plan Provisions

If any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of VON West, will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term held to

be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

Section 9.9 Notices

Any notice or communication to be delivered hereunder shall be in writing and shall reference this Plan and may, subject as hereinafter provided, be made or given by personal delivery, mail or facsimile addressed to the respective parties as follows:

(a) if to VON West:

2315 St. Laurent Blvd., Suite 100
Ottawa, Ontario K1G 4J8

Attention: Jo-Anne Poirier

With copy to:

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4

Attention: Matthew Halpin / Evan Cobb
Email: matthew.halpin@nortonrosefulbright.com / evan.cobb@nortonrosefulbright.com

(b) if to the Monitor:

Collins Barrow Toronto Limited
11 King Street West
Suite 700
Toronto, Ontario M5H 4C7

Attention: Daniel Weisz / Brenda Wong
Email: dweisz@collinsbarrow.com / bywong@collinsbarrow.com

With a copy to:

Bennett Jones LLP
3400 One First Canadian Place
Toronto, Ontario M5X 1A4

Attention: Mark Laugesen
Email: laugesenm@bennettjones.com

(b) if to a Creditor:

to the last known address or a facsimile number for such Creditor or the address or facsimile number for such Creditor specified in the Proof of Claim filed by such Creditor pursuant to the Claims Procedure Order; or

(c) to such other address as any party may from time to time notify the others in accordance with this section. All such notices and communications which are delivered shall be deemed to have been received on the date of delivery. All such notices and communications which are delivered by facsimile shall be deemed to be received on the date transmitted, if before 5:00 p.m. on a Business Day, and otherwise shall be deemed to be received on the next Business Day following the day upon which such facsimile was sent. Any notice or other communication sent by mail shall be deemed to have been received on the fifth Business Day after the date of mailing. The unintentional failure by VON West or the Monitor to give a notice contemplated hereunder shall not invalidate any action taken by any Person pursuant to this Plan.

Section 9.10 Further Assurances

Notwithstanding that the transactions and events set out in this Plan shall be deemed to occur without any additional act or formality other than as set out herein, each of the Persons affected hereby shall make, do and execute or cause to be made, done or executed all such further acts, deeds, agreements, transfers, assurances, instruments, documents or discharges as may be reasonably required by VON West or the Monitor in order to better implement this Plan.

Dated at Toronto, Ontario as of the ~~5~~¹⁸th day of ~~October~~^{November}, 2016

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

Court File No: CV-15-11192-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA ET AL.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AMENDED AND RESTATED PLAN OF COMPROMISE
OR ARRANGEMENT**

VON WEST

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Matthew Halpin LSUC#26208F
Tel: 613.780.8654
Email: matthew.halpin@nortonrosefulbright.com

Evan Cobb LSUC #55787N
Tel: 416.216.1929
Fax: 416.216.3930

Email: evan.cobb@nortonrosefulbright.com

Lawyers for Victorian Order of Nurses for Canada –
~~Eastern~~Western Region

This is **Exhibit "D"** referred to in the
Affidavit of **Jo-Anne Poirier**
sworn before me, this 21st day
of **November, 2016**



A Commissioner for taking Affidavits

Court File No. CV-15-11192-00CL

**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 SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF
NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF
NURSES FOR CANADA – WESTERN REGION

Applicants

**AFFIDAVIT OF JO-ANNE POIRIER
(sworn August 29, 2016)**

I, Jo-Anne Poirier, of the City of Ottawa, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am the President and Chief Executive Officer of Victorian Order Of Nurses For
Canada ("**VON Canada**") as well as its four separately incorporated regional operating
entities:

- (a) Victorian Order Of Nurses For Canada – Eastern Region ("**VON East**");
 - (b) Victorian Order Of Nurses For Canada – Western Region ("**VON West**");
 - (c) Victorian Order Of Nurses For Canada – Ontario Branch ("**VON Ontario**");
- and

- (d) Victorian Order Of Nurses For Canada Nova Scotia Branch ("**VON Nova Scotia**").

VON Canada, VON East, VON West, VON Ontario and VON Nova Scotia, are referred to herein, collectively, as the "**VON Group**" and VON Canada, VON East and VON West are referred to herein as the "**Applicants**".

2. I have held that position since January 2, 2014. As such, I have personal knowledge of the matters to which I hereinafter depose, except where otherwise stated. In preparing this affidavit I have also consulted, where necessary, with other members of VON Group's management team. Where I have relied upon other sources of information, I have stated the source of that information and believe such information to be true.

3. This affidavit is sworn in support of a motion for an order (the "**Meeting Order**") authorizing VON Canada to file a plan of compromise or arrangement and to convene a meeting of its affected creditors to consider and vote on the plan of compromise or arrangement.

I. INTRODUCTION

4. On November 25, 2015 (the "**Filing Date**"), the Court issued an Initial Order (the "**Initial Order**") in these proceedings pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") and an Order (the "**Receivership Order**") appointing Collins Barrow Toronto Limited as Receiver of certain property of the Applicants (in such capacity, the "**Receiver**") pursuant to Section 101 of the *Courts of Justice Act* (Ontario). The Initial Order also appointed Collins Barrow Toronto Limited as Monitor of the Applicants (in such capacity, the "**Monitor**").

5. At a hearing on December 9, 2015 (the "**Comeback Hearing**"), the Initial Order and the Receivership Order were amended and restated to modify the ranking of the court ordered charges granted therein.

6. On January 19, 2016, the Initial Order was further amended and restated. A copy of the Second Amended and Restated Initial Order and the endorsement granted in connection therewith are attached hereto as Exhibit "A" and Exhibit "B", respectively.

7. At a motion heard on February 24, 2016, the Court issued a Claims Procedure Order in respect of VON Canada and its directors, officers and Chief Restructuring Officer (the "**Claims Procedure Order**"). A copy of the Claims Procedure Order is attached hereto as Exhibit "C".

8. At a motion heard on May 27, 2016, the Court issued orders extending the Stay Period (as defined in the Initial Order) to November 25, 2016 and terminating the receivership.

II. CCAA PLAN

9. The draft plan of compromise or arrangement proposed to be filed by VON Canada and presented to the meeting of creditors in accordance with the Meeting Order (as may be amended, supplemented or restated, the "**CCAA Plan**") is attached hereto as Exhibit "D".

10. The CCAA Plan contemplates the following material terms¹:

- (a) Unsecured creditors of VON Canada, other than Convenience Class Creditors described below, will receive a cash distribution equal to their respective pro-rata shares of the remaining funds of VON Canada, after accounting for

¹ Capitalized terms used in this section and not otherwise defined have the meanings given to them in the CCAA Plan.

payment of secured claims, Crown Claims, Employee Priority Claims, amounts secured by the court-ordered Charges granted in the Initial Order, amounts required to pay the Convenience Class Payments (as defined below) and a \$250,000 reserve to meet VON Canada's ongoing working capital requirements following implementation of the CCAA Plan.

- (b) Unsecured creditors whose claims are less than CDN\$5,000 or who elect to value their claims at a maximum of CDN\$5,000 will receive payment in full up to CDN\$5,000 (the "**Convenience Class Payments**"). Such creditors (the "**Convenience Class Creditors**") will be deemed to vote in favour of the CCAA Plan.

- (c) The CCAA Plan contains certain releases of Claims, whether or not filed in accordance with the Claims Procedure Order, Director and Officer Claims, whether or not filed in accordance with the Claims Procedure Order, and other claims against specified parties relating to, arising out of or in connection with (i) the restructuring, disclaimer, resiliation, breach or termination of any contract, lease, agreement or other arrangement, whether written or oral; (ii) the CCAA Plan; (iii) these CCAA proceedings; and (iv) the Directors' and Officers' positions and actions in their capacities as directors or officers of Victorian Order of Nurses For Canada – Eastern Region or Victorian Order of Nurses For Canada – Western Region.

11. Unsecured liabilities of VON Canada will be released and discharged if the Plan is implemented.

III. MEETING ORDER

12. In this section, capitalized terms not defined herein will be as defined in the draft Meeting Order.

13. The draft Meeting Order provides that VON Canada is authorized to file the CCAA Plan and to convene a meeting of its affected creditors to consider and vote on the CCAA Plan. There will be one class of affected creditors, being those creditors with allowed unsecured Claims against VON Canada as of the date of the Initial Order and those creditors with Restructuring Period Claims (as defined in the Claims Procedure Order).

14. I believe that the classification is fair having regard to:

- (a) the unsecured nature of the debts, which is common to all members of the class;
- (b) the fact that all members of the class would rank *pari passu* in a liquidation; and
- (c) the creditors' legal interests, and the remedies available to them, and the extent to which they would recover on their claims by exercising those remedies.

15. The meeting of affected creditors (the "Meeting") has been scheduled to be held at the offices of Norton Rose Fulbright Canada LLP, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 3800, Toronto, Ontario, M5J 2Z4 on October 24, 2016 at 10:00 a.m.

16. The Meeting may be adjourned at the discretion of the Monitor, in consultation with VON Canada.

17. The draft Meeting Order provides for, *inter alia*, the following in respect of the governance of the Meeting:

- (a) An officer of the Monitor, or a person designated by such officer, shall preside as the chair of the Meeting;
- (b) The parties entitled to attend the Meeting are the Applicants, the Monitor, the Eligible Voting Creditors or their duly appointed proxyholders, the Chief Restructuring Officer of VON Canada, the directors and officers of VON Canada and all such parties' legal advisors and such other parties as the Monitor may invite or permit to attend the Meeting, in its sole discretion, including but not limited to a person designated by the Monitor to act as the secretary of the Meeting and persons appointed by the Monitor to act as scrutineers at the Meeting;
- (c) The quorum for the Meeting is one unsecured creditor with a Voting Claim;
- (d) Only Creditors with Voting Claims or their duly appointed proxyholders are entitled to vote at the Meeting; provided that, in the event an unsecured creditor holds a Claim that is a Disputed Claim as at the date of the Meeting, such Disputed Claim may be voted at the Meeting in the amount of the Disputed Claim (by the applicable unsecured creditor or its proxyholder) but shall be tabulated separately and shall not be counted for any purpose unless, until and to the extent that such Claim is ultimately determined to be a Voting Claim;

- (e) The Monitor shall tabulate the vote(s) taken at the Meeting and determine whether the CCAA Plan has been accepted by the required majority of the Affected Creditor Class;
- (f) If the approval or non-approval of the CCAA Plan may be affected by the votes cast in respect of the Disputed Claims, if any, as determined by the Monitor, VON Canada and the Monitor may seek directions from this Court; and
- (g) The results of the vote conducted at the Meeting shall be binding on each Creditor of VON Canada whether or not such creditor is present in person or by proxy or voting at the Meeting.


18. VON Canada may elect to proceed with the Meeting notwithstanding that the resolution of Claims in accordance with the Claims Procedure Order may not be complete. If the approval of the CCAA Plan may be affected by the votes cast in respect of Disputed Claims, if any, then only if the Disputed Claims are ultimately determined to be Voting Claims, in whole or in part, will such Claims, in whole or in part, as applicable, be counted for purposes of determining whether the requisite majority of the Affected Creditor Class have voted to approve the CCAA Plan.

19. The Meeting Order provides that if the Plan has been accepted by the Required Majority, VON Canada shall bring a motion seeking the Sanction Order on October 28, 2016, or as soon thereafter as the matter can be heard. Service of the Notice of Meeting and the posting of the Meeting Order to the Monitor's Website pursuant to the Meeting Order shall constitute good and sufficient service of notice of the Sanction Hearing upon all Persons who may be entitled to receive such service and no other form of service or notice need be made on such Persons and no other materials need be served on such Persons in

respect of the Sanction Hearing unless they have served and filed a Notice of Appearance in these proceedings in accordance with the Meeting Order.

20. VON Canada does not intend to publish a newspaper notice in respect of the Meeting. VON Canada believes that all parties that would be entitled to attend and/or vote at the Meeting are known at this time and can adequately be reached without the need for publication of a newspaper notice. Publication of a newspaper notice would be an unwarranted expense in the circumstances of this case in VON Canada's view.

SWORN BEFORE ME at the City of
Ottawa, on August 29, 2016.



Commissioner for Taking Affidavits



JO-ANNE POIRIER

E. Shaindlum
Barrister & Solicitor
LSUC # 28647N

This is **Exhibit "E"** referred to in the
Affidavit of **Jo-Anne Poirier**
sworn before me, this 21ST day
of **November, 2016**


A Commissioner for taking Affidavits

Court File No. CV-15-11192-00CL

**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 SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF
NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF
NURSES FOR CANADA – WESTERN REGION

Applicants

**AFFIDAVIT OF JO-ANNE POIRIER
(sworn September 29, 2016)**

I, Jo-Anne Poirier, of the City of Ottawa, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am the President and Chief Executive Officer of Victorian Order Of Nurses For
Canada ("**VON Canada**") as well as its four separately incorporated regional operating
entities:

- (a) Victorian Order Of Nurses For Canada – Eastern Region ("**VON East**");
- (b) Victorian Order Of Nurses For Canada – Western Region ("**VON West**");
- (c) Victorian Order Of Nurses For Canada – Ontario Branch ("**VON Ontario**");
and

- (d) Victorian Order Of Nurses For Canada Nova Scotia Branch ("**VON Nova Scotia**").

VON Canada, VON East, VON West, VON Ontario and VON Nova Scotia, are referred to herein, collectively, as the "**VON Group**" and VON Canada, VON East and VON West are referred to herein as the "**Applicants**".

2. I have held that position since January 2, 2014. As such, I have personal knowledge of the matters to which I hereinafter depose, except where otherwise stated. In preparing this affidavit I have also consulted, where necessary, with other members of VON Group's management team. Where I have relied upon other sources of information, I have stated the source of that information and believe such information to be true.

3. This affidavit is sworn in support of a motion for orders:

- (a) establishing a process for the identification and determination of claims against VON East and VON West and their respective present and former directors and officers (the "**East and West Claims Procedure Orders**"); and
- (b) authorizing VON East and VON West to file plans of compromise or arrangement and to convene meetings of their respective affected creditors to consider and vote on those plans of compromise or arrangement ("**East and West Meeting Orders**").

I. INTRODUCTION

4. On November 25, 2015 (the "**Filing Date**"), the Court issued an Initial Order (the "**Initial Order**") in these proceedings pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**"). The Initial Order also appointed Collins Barrow Toronto Limited as Monitor of the Applicants (in such capacity, the "**Monitor**").

5. At a hearing on December 9, 2015 (the "**Comeback Hearing**"), the Initial Order was amended and restated to modify the ranking of the court ordered charges granted therein.

6. On January 19, 2016, the Initial Order was further amended and restated. A copy of the Second Amended and Restated Initial Order and the endorsement granted in connection therewith are attached hereto as Exhibit "**A**" and Exhibit "**B**", respectively.

II. CLAIMS PROCEDURES

7. As described below, VON East and VON West intend to present plans of compromise or arrangement to their unsecured creditors (the "**VON East Plan**" and the "**VON West Plan**", respectively). In order to proceed with the VON East Plan and the VON West Plan, VON East and VON West must move forward with a claims procedure as contemplated by the East and West Claims Procedure Orders.

8. Capitalized terms not defined in this section of my Affidavit will have the meanings ascribed to them in the draft East and West Claims Procedure Orders.

9. The draft East and West Claims Procedure Orders set out a process (the "**Claims Process**") for the identification and determination of claims against VON East and VON West and their present and former officers and directors. To do so, the proposed Orders provide, among other things, as follows:

- (a) the Monitor shall play a central role in connection with the administration of the Claims Process, including the determination of Claims;
- (b) the Monitor shall send to each creditor whose Pre-Filing Claim is recorded in the books and records of VON East or VON West (a "**Recorded Creditor**") a notice setting out the accrued amounts (including all principal and interest)

owing by VON East or VON West to a Known Creditor on account of a Claim. If no Dispute Notice is delivered by a Recorded Creditor, or deemed delivered pursuant to the East and West Claims Procedure Orders, in respect of the Claim Notice on or before 10:00 a.m. (Toronto time) on the day that is fifteen (15) Business Days after delivery, or deemed delivery, of such Claim Notice to the Recorded Creditor, the amounts and characterization of such amounts as secured, unsecured or priority claims in the Claim Notice shall be deemed to be the amounts owing by VON East or VON West, as applicable, on account of all Pre-Filing Claims of such Creditor and the characterization of such Claims as set out in the Claim Notice shall be deemed accurate, unless the amounts and characterization of such Claims are otherwise agreed to in writing by VON East or VON West, the relevant Creditor and the Monitor, in which case such agreement shall govern;

- (c) a Proof of Claim Document Package will be sent to all Known Creditors (including Recorded Creditors) in order to solicit their Pre-Filing Claims, Restructuring Claims and Director/Officer Claims;
- (d) in order to solicit claims that are not yet known to VON East and VON West, a notice will be placed in the National Post (National Edition) or the Globe & Mail (National Edition) for a single day as soon as practicable after the date of the East and West Claims Procedure Orders;
- (e) a Pre-Filing Claims Bar Date of October 26, 2016 at 10:00 a.m. (Toronto time) will be established;
- (f) The East and West Claims Procedure Orders call for both secured and unsecured claims, other than those claims described in paragraph 10 below;

- (g) Proofs of Claim must also be filed with respect to any Director/Officer Claims such that these Proofs of Claim are received by the Monitor no later than the Pre-Filing Claims Bar Date;
- (h) any Creditor that wishes to assert a Restructuring Claim¹ must file a complete Proof of Claim such that it is received by the Monitor by no later than the applicable Restructuring Claims Bar Date;²
- (i) the Monitor shall send a Proof of Claim Document Package to any unknown Creditor who makes a request therefor prior to the Pre-Filing Claims Bar Date;
- (j) the Claims Procedure Order contains provisions allowing the Monitor to disallow or revise a Proof of Claim, and provides a procedure for resolving any dispute of such disallowance or revision for all purposes;
- (k) WEPPA Subrogated Claims are also solicited under the Claims Procedure Order and must be filed by the Government of Canada in accordance with the Claims Procedure Order; and

¹ A "Restructuring Claim" is any right of claim of any person against VON East or VON West in connection with any indebtedness, liability or obligation of any kind whatsoever owed by VON East or VON West to such person arising out of the restructuring, termination, repudiation, or disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation after November 25, 2015.

² The "Restructuring Claims Bar Date" means:

- (i) in the case of Restructuring Claims arising before the date of the East and West Claims Procedure Order, the Pre-Filing Claims Bar Date; and
- (ii) in the case of Restructuring Claims arising on or after the date of the Claims Procedure Order, the later of:
 - (1) the Pre-Filing Claims Bar Date; and
 - (2) the date that is ten (10) Business Days after the Monitor sends a Proof of Claim Document Package with respect to a Restructuring Claim.

- (l) the only Claims that shall be considered accepted under the Claims Procedure Order are those Claims in respect of which the Monitor has delivered a written acceptance.

10. The Claims Procedure Order provides that the following are Excluded Claims: (i) claims secured by any of the Charges (as defined in the Initial Order); (ii) any claim enumerated in subsections 5.1(2) and 19(2) of the CCAA; (iii) certain employee and crown claims that must be paid in full under the CCAA; and (iv) any claim by a Director or Officer for indemnification related to a Director and Officer Claim.

11. No Proof of Claim is required in respect of any Excluded Claims.

III. CCAA PLANS

12. The draft VON East Plan and VON West Plan are attached hereto as Exhibits "C" and "D".

13. Capitalized terms not defined in this section of my Affidavit have the meanings given to them in the VON East Plan and the VON West Plan, as applicable.

14. The VON East Plan and the VON West Plan contemplate the following material terms:

- (a) Unsecured creditors will receive a cash distribution equal to their respective pro-rata shares of the remaining funds of VON East or VON West, as applicable, after accounting for payment of secured claims, Crown Claims, Employee Priority Claims, and amounts secured by the court-ordered Charges granted in the Initial Order.
- (b) The VON East Plan and the VON West Plan contain certain releases of Claims and Director and Officer Claims, whether or not filed in accordance with the East and West Claims Procedure Order, and other claims against

specified parties relating to, arising out of or in connection with (i) the restructuring, disclaimer, resiliation, breach or termination of any contract, lease, agreement or other arrangement, whether written or oral; (ii) the VON East Plan or the VON West Plan; and (iii) these CCAA proceedings.

III. MEETING ORDER

15. Capitalized terms not defined in this section of my Affidavit will have the meanings ascribed to them in the draft East and West Meeting Orders.

16. The draft East and West Meeting Orders provide that VON East and VON West are authorized to file the VON East Plan and the VON West Plan, as applicable, and to convene meetings of their affected creditors to consider and vote on the VON East Plan and the VON West Plan, as applicable. There will be one class of affected creditors, being those creditors with allowed unsecured Claims against VON East or VON West, as applicable, as of the date of the Initial Order and those creditors with Restructuring Claims (as defined in the East and West Claims Procedure Orders)

17. I believe that the classification is fair having regard to:

- (a) the unsecured nature of the debts, which is common to all members of the class;
- (b) the fact that all members of the class would rank *pari passu* in a liquidation; and
- (c) the creditors' legal interests, and the remedies available to them, and the extent to which they would recover on their claims by exercising those remedies.

18. The meeting of affected creditors of VON East (the "**VON East Meeting**") has been scheduled to be held at the offices of Norton Rose Fulbright Canada LLP, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 3800, Toronto, Ontario, M5J 2Z4 on November 16, 2016 at 10:00 a.m.

19. The meeting of affected creditors of VON West (the "**VON West Meeting**") has been scheduled to be held at the offices of Norton Rose Fulbright Canada LLP, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 3800, Toronto, Ontario, M5J 2Z4 on November 16, 2016 at 2:00 p.m.

20. Creditors may listen to, and present questions at, the VON East Meeting or the VON West Meeting by teleconference, but may only vote at the VON East Meeting or the VON West Meeting if attending such meeting in person or by proxy.

21. The VON East Meeting or the VON West Meeting may be adjourned at the discretion of the Monitor, in consultation with VON East or VON West, as applicable.

22. The draft Meeting Order provides for, *inter alia*, the following in respect of the governance of the Meeting:

- (a) An officer of the Monitor, or a person designated by such officer, shall preside as the chair of the Meeting;
- (b) The parties entitled to attend the Meeting are the Applicants, the Monitor, the Eligible Voting Creditors or their duly appointed proxyholders, the Chief Restructuring Officer of VON Canada, the directors and officers of VON East and VON West and all such parties' legal advisors and such other parties as the Monitor may invite or permit to attend the Meeting, in its sole discretion, including but not limited to a person designated by the Monitor to act as the

secretary of the Meeting and persons appointed by the Monitor to act as scrutineers at the Meeting;

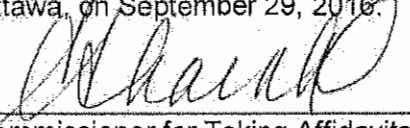
- (c) The quorum for the Meeting is one unsecured creditor with a Voting Claim;
- (d) Only creditors with Voting Claims or their duly appointed proxyholders are entitled to vote at the Meeting; provided that, in the event an unsecured creditor holds a claim that is a Disputed Claim as at the date of the Meeting, such Disputed Claim may be voted at the Meeting in the amount of the Disputed Claim (by the applicable unsecured creditor or its proxyholder) but shall be tabulated separately and shall not be counted for any purpose unless, until and to the extent that such claim is ultimately determined to be a Voting Claim;
- (e) The Monitor shall tabulate the vote(s) taken at the Meetings and determine whether the VON East Plan and the VON West Plan has been accepted by the required majority of the Affected Creditors Class;
- (f) If the approval or non-approval of the VON East Plan or the VON West Plan may be affected by the votes cast in respect of the Disputed Claims, if any, as determined by the Monitor, VON East or VON West (as applicable) and the Monitor may seek directions from this Court; and
- (g) The results of the vote conducted at the Meeting shall be binding on each Creditor of VON East or VON West whether or not such creditor is present in person or by proxy or voting at the Meeting.

23. VON East and VON West may elect to proceed with the Meetings notwithstanding that the resolution of Claims in accordance with the Claims Process may not be complete. If

the approval of the VON East Plan or the VON West Plan may be affected by the votes cast in respect of Disputed Claims, if any, then only if the Disputed Claims are ultimately determined to be Voting Claims, in whole or in part, will such Claims, in whole or in part, as applicable, be counted for purposes of determining whether the requisite majority of the Affected Creditors Class have voted to approve the CCAA Plan.

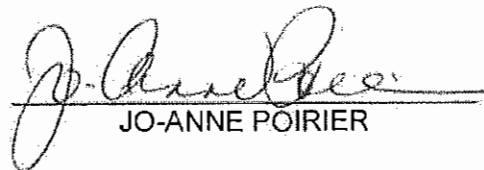
24. The East and West Meeting Orders provide that if the VON East Plan or the VON West Plan has been accepted by the Required Majority, VON East or VON West, as applicable, shall bring a motion seeking the Sanction Order on November 23, 2016, or as soon thereafter as the matter can be heard. Service of the Notice of Meeting and the posting of the East and West Meeting Orders to the Monitor's Website pursuant to the Meeting Order shall constitute good and sufficient service of notice of the Sanction Hearing upon all Persons who may be entitled to receive such service and no other form of service or notice need be made on such Persons and no other materials need be served on such Persons in respect of the Sanction Hearing unless they have served and filed a Notice of Appearance in these proceedings in accordance with the East and West Meeting Orders.

SWORN BEFORE ME at the City of
Ottawa, on September 29, 2016.



Commissioner for Taking Affidavits

Esther Shainblum
Barrister & Solicitor
LSUC 28647N



JO-ANNE POIRIER

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

Court File No: CV-15-11192-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VICTORIAN
ORDER OF NURSES FOR CANADA

**ONTARIO
SUPERIOR COURT OF JUSTICE**

(COMMERCIAL LIST)

Proceeding commenced at Toronto

**AFFIDAVIT OF JO-ANNE POIRIER
(Sworn September 29, 2016)**

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

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Tel: 416.216.1929

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Email: evan.cobb@nortonrosefulbright.com

Lawyers for the Applicants

This is **Exhibit "F"** referred to in the
Affidavit of **Jo-Anne Poirier**
sworn before me, this 21ST day
of **November, 2016**


A Commissioner for taking Affidavits

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR) WEDNESDAY, THE 25TH
JUSTICE PENNY) DAY OF NOVEMBER, 2015

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

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, C.C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF
NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF
NURSES FOR CANADA – WESTERN REGION

Applicants

SECOND AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by the Applicants, 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.

ON READING the affidavit of Jo-Anne Poirier sworn November 24, 2015 (the "Poirier Affidavit") and the Exhibits thereto and on hearing the submissions of counsel for the Applicants, Collins Barrow Toronto Limited (as the proposed Monitor), the Board of Directors of the Applicants and Bank of Nova Scotia, no one else appearing although duly served as appears from the affidavit of service of Evan Cobb sworn November 25, 2015 and on reading the

consent of Collins Barrow Toronto Limited to act as the Monitor,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan"). The Bank of Nova Scotia shall be treated as unaffected in any Plan.

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court and subject to Paragraph 11 hereof, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "Business") and Property. The Applicants shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicants shall be entitled to establish and utilize the Modified Cash Management System (as defined in the Poirier Affidavit and as described in the Poirier Affidavit) or replace it with another substantially similar central cash management system (the "Cash Management System") and that The Bank of Nova Scotia, or any other present or future bank, providing the Cash Management System shall not be

under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System. For greater certainty, and without limiting the generality of the foregoing, the Applicants and The Bank of Nova Scotia are authorized to terminate the Existing Mirror Netting Agreement (as defined in the Poirier Affidavit) and the existing cash management system as described in the Poirier Affidavit.

6. THIS COURT ORDERS that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses, and volunteer and director expense reimbursements, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges;
- (c) the fees and disbursements of the Monitor, counsel to the Monitor, the Chief Restructuring Officer, the Applicants' counsel and counsel to the boards of directors of the Applicants; and
- (d) liabilities for charges incurred on credit cards issued to the Applicants.

7. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

8. THIS COURT ORDERS that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

9. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order,

monthly in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. THIS COURT ORDERS that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business. Notwithstanding the foregoing, the termination of the Existing BNS Facility (as defined in the Poirier Affidavit) is hereby approved and Victorian Order Of Nurses For Canada is authorized to enter into the BNS Guarantee (as defined in the Poirier Affidavit), perform its obligations thereunder, and grant security over its Property as security for its obligations to The Bank of Nova Scotia.

RESTRUCTURING

11. THIS COURT ORDERS that the Applicants shall, subject to such requirements as are imposed by the CCAA have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their business or operations, and to dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$250,000 in the aggregate;
- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate; and
- (c) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "Restructuring").

12. THIS COURT ORDERS that the Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes an Applicant's entitlement to remove any such

fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If an Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to that Applicant's claim to the fixtures in dispute. For greater certainty, and without limiting any other provisions of this Order, nothing in this Order shall restrict the Applicants or their employees from retrieving and removing from any leased premises any medical records or personal property of employees and former employees.

13. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

14. THIS COURT ORDERS that until and including February 26, 2016, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicants, the Chief Restructuring Officer or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants, the Chief Restructuring Officer and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the

Business or the Property are hereby stayed and suspended pending further Order of this Court.

15. THIS COURT ORDERS that, notwithstanding paragraphs 14 and 17 herein, nothing herein will prevent The Bank of Nova Scotia from enforcing its rights against any cash collateral or other security held by The Bank of Nova Scotia in connection with any letters of credit or credit cards issued by The Bank of Nova Scotia in connection with, or for the benefit of, any of the Applicants.

16. THIS COURT ORDERS that upon (i) the occurrence of an event that would permit demand and enforcement by The Bank of Nova Scotia under the BNS Guarantee and any related security and (ii) granting of an Order of this Court, granted on 2 business days' notice to the Applicants and the Monitor, approving the exercise of such rights and remedies, The Bank of Nova Scotia shall be entitled to exercise any and all of its rights and remedies against the Victorian Order Of Nurses For Canada or its Property under and pursuant to the BNS Guarantee and related security.

NO EXERCISE OF RIGHTS OR REMEDIES

17. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicants, the Chief Restructuring Officer or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants, the Chief Restructuring Officer and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

18. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

19. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants, and that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, domain names, information technology support and data processing services, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

20. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

21. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of any of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

22. THIS COURT ORDERS that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

23. THIS COURT ORDERS that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of \$750,000, as security for the indemnity provided in paragraph 22 of this Order. The Directors' Charge shall have the priority set out in paragraphs 39 and 41 herein.

24. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 22 of this Order.

PROTECTIONS FOR NON-APPLICANT ENTITIES

25. THIS COURT ORDERS that, without limiting Paragraphs 14 through 19 hereof with respect to the Applicants, during the Stay Period, no Funder (as defined in the Poirier Affidavit), save and except the Ministry of Health and Long-Term Care, the Local Health Integration Networks and their respective affiliated and associated entities, shall:

- (a) discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by Victorian Order Of Nurses For Canada Nova Scotia Branch or Victorian Order Of Nurses For Canada – Ontario Branch (collectively, the "Non-Applicant Entities"); or
- (b) have any rights to accelerate, amend, declare in default or enforce on any contract, agreement, instrument or other document,

in each case, due to the Applicants being parties to this proceeding, having made an Application to this Court pursuant to the CCAA and the *Courts of Justice Act* (Ontario) including any declarations of insolvency contained therein in respect of the Applicants or the Non-Applicant Entities, the appointment of a receiver in respect of the Applicants, or taking any steps in furtherance thereof, or complying with the terms of any Order granted in these CCAA proceedings or under the *Courts of Justice Act* (Ontario), except with the written consent of the Applicants, Chief Restructuring Officer and the Monitor, or leave of this Court.

APPOINTMENT OF MONITOR

26. THIS COURT ORDERS that Collins Barrow Toronto Limited is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their members, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

27. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the Applicants in their development of any Plan and any amendments to such Plan;
- (d) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or members' meetings for voting on any Plan;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;

- (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (g) perform such other duties as are required by this Order or by this Court from time to time.

28. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

29. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

30. THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

31. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

32. THIS COURT ORDERS that the Monitor, counsel to the Monitor, the Chief Restructuring Officer (as defined below), counsel to the Applicants and counsel to the boards of directors of the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, the Chief Restructuring Officer, counsel for the Applicants and counsel to the boards of directors of the Applicants on a weekly basis.

33. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

34. THIS COURT ORDERS that the Monitor, counsel to the Monitor, the Chief Restructuring Officer, the Applicants' counsel and counsel to the boards of directors of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$250,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 39 and 41 hereof.

APPOINTMENT OF CHIEF RESTRUCTURING OFFICER

35. THIS COURT ORDERS that Victorian Order Of Nurses For Canada is authorized to engage March Advisory Services Inc. as Chief Restructuring Officer (in such capacity, the "**Chief Restructuring Officer**") on the terms and conditions set out in the form of CRO Engagement Letter (as such term is defined in the Poirier Affidavit). The Chief Restructuring Officer shall not be engaged by, and shall not be deemed to have been engaged by,

Victorian Order Of Nurses For Canada – Eastern Region or Victorian Order Of Nurses For Canada – Western Region.

36. THIS COURT ORDERS Victorian Order Of Nurses For Canada is authorized to enter into the CRO Engagement Letter and Victorian Order Of Nurses For Canada is authorized to perform its obligations thereunder.

37. THIS COURT ORDERS that any obligations of Victorian Order Of Nurses For Canada under the CRO Engagement Letter for payment of fees and expenses shall be entitled to the benefit of the Administration Charge and any obligations of Victorian Order Of Nurses For Canada under the CRO Engagement Letter for payment of indemnities shall be entitled to the benefit of the Directors' Charge.

38. THIS COURT ORDERS that any claims of the Chief Restructuring Officer under the CRO Engagement Letter shall be treated as unaffected in any Plan.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

39. THIS COURT ORDERS that the priorities of the Directors' Charge and the Administration Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$250,000); and

Second – Directors' Charge (to the maximum amount of \$750,000).

40. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge or the Administration Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

41. THIS COURT ORDERS that each of the Directors' Charge and the Administration Charge (each as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

42. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge or the Administration Charge, unless the Applicants also obtain the prior written consent of the Monitor and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.

43. THIS COURT ORDERS that the Directors' Charge and the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "BIA"), or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds any of the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicants of any Agreement to which any Applicant is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Applicants pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

44. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

KEY EMPLOYEE RETENTION PLAN

45. THIS COURT ORDERS that the payments to be made pursuant to the Key Employee Retention Plan (as such terms are defined in the Poirier Affidavit), which is attached as a confidential exhibit to the Poirier Affidavit, are hereby approved and the Applicants are authorized and directed to make payments in accordance with the terms of such Key Employee Retention Plan.

SEALING

46. THIS COURT ORDERS that Confidential Exhibits "K" and "L" to the Poirier Affidavit be and are hereby sealed pending further Order of the Court and shall not form part of the public record.

SERVICE AND NOTICE

47. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in either the National Post (national edition) or the Globe and Mail (national edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, by ordinary mail, a notice to every known creditor who has a claim against any of the Applicants of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of individuals who are creditors publicly available.

48. THIS COURT ORDERS the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol

with the following URL: www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/v-o-n (the "**Website**").

49. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

50. THIS COURT ORDERS that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the Website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

GENERAL

51. THIS COURT ORDERS that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

52. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants (or any of them), the Business or the Property.

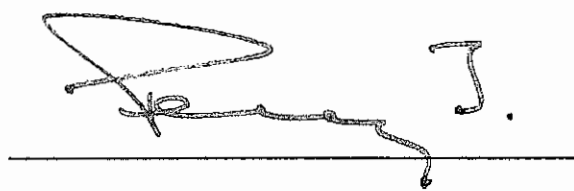
53. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and 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 assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.


54. THIS COURT ORDERS that each of the Applicants and 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.

55. THIS COURT ORDERS that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

56. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

A handwritten signature in black ink, appearing to be "R. J.", written over a horizontal line.

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

A small, stylized handwritten mark or signature.

JAN 19 2016

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

Court File No: CV-15-11152-00CL

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN REGION

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

SECOND AMENDED AND RESTATED ORDER

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Fax: 416.216.3930
Email: evan.cobb@nortonrosefulbright.com

Lawyers for the Applicants

This is **Exhibit "G"** referred to in the
Affidavit of **Jo-Anne Poirier**
sworn before me, this 21st day
of **November, 2016**


A Commissioner for taking Affidavits

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 SECTION 101 OF THE COURTS OF JUSTICE ACT,
R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF
NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF
NURSES FOR CANADA – WESTERN REGION

Applicants

ENDORSEMENT


(January 19, 2016)

The Ministry of Health and Long-Term Care, the Local Health Integration Networks and their respective affiliated and associated entities have confirmed and agreed that they shall not take any steps to declare in default, discontinue, fail to honour, alter, interfere with, repudiate, terminate, cease to perform, or enforce any rights under their agreements with Victorian Order of Nurses for Canada – Ontario Branch as a result of: (i) the Applicants having made an application to this Court pursuant to the *Companies' Creditors Arrangement Act* (Canada) and the *Courts of Justice Act* (Ontario); (ii) any declarations of insolvency contained therein in respect of the Applicants; or (iii) the appointment of a receiver in respect of the Applicants.

*Caused Amended and Restored Judgment
Order to issue in the form signed by
me this day.*


The Honourable Mr. Justice Penny

This is Exhibit "H" referred to in the
Affidavit of Jo-Anne Poirier
sworn before me, this 21st day
of November, 2016

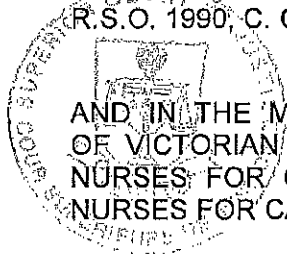

A Commissioner for taking Affidavits

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) WEDNESDAY, THE 24th
)
JUSTICE PENNY) DAY OF FEBRUARY, 2016

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

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, C. C-43, AS AMENDED



AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF
NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF
NURSES FOR CANADA – WESTERN REGION

Applicants

STAY EXTENSION AND CLAIMS PROCEDURE ORDER

THIS MOTION, made by Victorian Order Of Nurses For Canada (the "**VON Canada**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order approving a claims procedure for the identification and quantification of Claims (as defined below) against (i) VON Canada, and (ii) any of the Directors and Officers (in each case as defined below) of VON Canada was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING VON Canada's Notice of Motion, the Affidavit of Jo-Anne Poirier, sworn February 18, 2016, the second report of Collins Barrow Toronto Limited (the "**Monitor**") dated February 18, 2016 (the "**Second Report**"), and on hearing the submissions of counsel for VON

Canada, the Monitor, the Board of Directors of VON Canada and those other parties present, no one appearing for the other parties served with VON Canada's Motion Record, although duly served as appears from the affidavit of service of Lillian Symchych sworn February 18, 2016, filed:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record filed by VON Canada, and the Second Report, be and it is hereby abridged and validated such that the Motion is properly returnable today.

DEFINITIONS

2. THIS COURT ORDERS that, for the purposes of this Claims Procedure Order, the following terms shall have the following meanings:
 - (a) "**Affected Directors and Officers**" means those Directors and Officers against whom a Claim has been asserted in a Proof of Claim, and an "**Affected Director or Officer**" means any one of such Persons;
 - (b) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
 - (c) "**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
 - (d) "**Chief Restructuring Officer**" means March Advisory Services Inc., in its capacity as Chief Restructuring Officer of VON Canada;

- (e) **"Claim"** means each of:
- a) any right of claim of any Person against VON Canada, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of VON Canada, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the 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 existing on or prior to the Filing Date (each a **"Pre-Filing Claim"**, and collectively the **"Pre-Filing Claims"**);
 - b) any right of claim of any Person against VON Canada in connection with any indebtedness, liability or obligation of any kind whatsoever owed by VON Canada to such Person arising out of the restructuring, termination, repudiation, or disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation after the Filing Date (each a **"Restructuring Claim"**, and collectively the **"Restructuring Claims"**);
and
 - c) any right of any Person against the Directors or Officers of VON Canada for which the Directors or Officers of VON Canada are by law liable to pay in their capacity as Directors or Officers or in any other capacity, in each case based in whole or in part on facts existing on or prior to the Filing

Date (each a "**Director/Officer Claim**", and collectively the "**Directors/Officers Claims**"),

provided however, that "Claim" shall not include an Excluded Claim;

- (f) "**Claims Bar Date**" means the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable;
- (g) "**Claims Officer**" means the person or persons so designated by the Monitor and approved by the Court, or designated by the Court, as the case may be;
- (h) "**Court**" means the Ontario Superior Court of Justice (Commercial List);
- (i) "**Creditor**" means any Person having a Claim;
- (j) "**Creditors' Meeting**" means any meeting or meetings of Creditors scheduled pursuant to further Order of this Court;
- (k) "**Directors**" means the directors and former directors of VON Canada or any Person deemed to be a director or former director of VON Canada by any law, and "**Director**" means any one of them;
- (l) "**Dispute Notice**" means a written notice to the Monitor, in substantially the form attached as Schedule "E" hereto, delivered to the Monitor by a Creditor who has received a Notice of Revision or Disallowance, of its intention to dispute such Notice of Revision or Disallowance;
- (m) "**Excluded Claim**" means (i) claims secured by any of the Charges (as defined in the Initial Order); (ii) any claim by a Director or Officer for indemnification related

to a Director/Officer Claim, (iii) any claim enumerated in subsections 5.1(2) and 19(2) of the CCAA, and (iv) any claim of The Bank of Nova Scotia.

- (n) **"Filing Date"** means November 25, 2015;
- (o) **"Initial Order"** means the Second Amended and Restated Initial Order of this Court dated November 25, 2015, as such Order may be supplemented, amended, restated or varied from time to time;
- (p) **"Instruction Letter"** means the instruction letter to Creditors, in substantially the form attached as Schedule "C" hereto;
- (q) **"Known Creditors"** means:
 - a) those Creditors which are recorded in the records of VON Canada as being owed monies by VON Canada as of the Filing Date and which monies remain unpaid in whole or in part;
 - b) any Person who commenced a legal proceeding against VON Canada which legal proceeding was commenced and served upon VON Canada prior to the Filing Date, and which proceeding is known to the Monitor;
and
 - c) any Person who is party to a lease, contract, employment agreement, or other agreement or obligation of VON Canada which was (to the knowledge of the Monitor) restructured, terminated, repudiated, resiliated or disclaimed by VON Canada after the Filing Date but prior to the date of this Order.

- (r) **"Monitor"** means Collins Barrow Toronto Limited in its capacity as monitor of VON Canada pursuant to the Initial Order;
- (s) **"Monitor's Website"** means: <http://www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/v-o-n>.
- (t) **"Notice of Revision or Disallowance"** means a notice, in substantially the form attached as Schedule "D" hereto, advising a Creditor that the Monitor has revised or disallowed all or part of the Claim set out in the Creditor's Proof of Claim;
- (u) **"Notice for Publication"** means the notice to Creditors for publication in substantially the form attached as Schedule "A" hereto;
- (v) **"Officers"** means the officers and former officers of VON Canada or any Person deemed to be an officer or former officer of VON Canada by any law and, solely for the purposes of this Claims Procedure Order, shall include the Chief Restructuring Officer, and **"Officer"** means any one of them;
- (w) **"Person"** includes any individual, partnership, joint venture, trust, corporation, unlimited liability company, unincorporated organization, government body or agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted;
- (x) **"Plan"** means any plan of compromise and arrangement by VON Canada, if and when filed and approved by this Court, as revised, amended, modified or supplemented from time to time in accordance with its terms;
- (y) **"Pre-Filing Claims Bar Date"** means 4:00 p.m. (Toronto time), on April 29, 2016 or such later date as may be ordered by the Court;

- (z) "**Proof of Claim**" means the form of Proof of Claim in substantially the form attached as Schedule "B" hereto;
- (aa) "**Proof of Claim Document Package**" means a document package that includes a copy of the Instruction Letter, a Proof of Claim, and such other materials as the Monitor may consider appropriate or desirable;
- (bb) "**Proven Claim**" has the meaning ascribed to that term in paragraph 7 of this Order;
- (cc) "**Restructuring Claims Bar Date**" means:
 - a) in the case of Restructuring Claims arising before the date of this Order, the Pre-Filing Claims Bar Date; and
 - b) in the case of Restructuring Claims arising on or after the date of this Order, the later of:
 - (1) the Pre-Filing Claims Bar Date; and
 - (2) 4:00 p.m. (Toronto Time) on the date that is 20 Business Days after the Monitor sends a Proof of Claim Document Package with respect to a Restructuring Claim in accordance with paragraph 9 hereof;
- (dd) "**Secured Claim**" means any Claim or portion thereof that is secured by a security interest, pledge, mortgage, lien, hypothec or charge on any property of VON Canada, or any Claim of a "secured creditor" as defined in the CCAA, but only to the extent of the value of the security in respect of the Claim.

3. THIS COURT ORDERS that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any references 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 VON Canada and the Monitor are hereby authorized to request such further documentation from any Person asserting a Claim that may reasonably be required in order to determine the validity of a Claim.

STAY EXTENSION

5. THIS COURT ORDERS that the Stay Period, as defined in the Initial Order be and is hereby extended up to and including May 27, 2016.

MONITOR'S ROLE

6. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations pursuant to the CCAA and under the Initial Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order, and that in taking such other actions and in fulfilling such other roles, the Monitor shall have the protections given to it in the Initial Order and this Order, including without limitation the protections provided in paragraph 28 of this Order.

DETERMINATION OF PROVEN CLAIM

7. THIS COURT ORDERS that the amount and status of every Claim of a Creditor as finally determined in accordance with the forms and procedures authorized in this Order, including any determination as to the nature, amount, value, priority or validity of any Claim, including any Secured Claim (each such Claim, when finally determined, a "**Proven Claim**"), shall be final and binding for all purposes, including without limitation

for any voting on and any distribution made to Creditors of VON Canada pursuant to a Plan.

NOTICE TO CREDITORS

8. THIS COURT ORDERS that:

- (a) the Monitor shall as soon as practicable following the making of this Order, post a copy of the Proof of Claim Document Package on the Monitor's Website, and send on behalf of VON Canada to each of the Known Creditors for which the Monitor has a mailing address a copy of the Proof of Claim Document Package;
- (b) the Monitor shall cause to be published without delay, on at least one (1) Business Day, the Notice for Publication in either the National Post (national edition) or the Globe and Mail (national edition); and
- (c) the Monitor shall, provided such request is received by the Monitor prior to the Claims Bar Date, deliver as soon as reasonably possible following receipt of a request therefore a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor and requesting such material or direct such Person to the documents posted on the Monitor's Website.

9. THIS COURT ORDERS that with respect to Restructuring Claims arising from the restructuring, termination, repudiation, or disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation on or after the date of this Order, the Monitor shall send to the counterparties to such lease, contract, or other agreement or obligation a Proof of Claim Document Package no later than five (5) Business Days following the date of the restructuring, termination, repudiation,

disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation.

10. THIS COURT ORDERS that neither VON Canada nor the Monitor is under any obligation to give notice to or deal with any Person other than the Creditor holding a Claim, and without limitation shall have no obligation to give notice to or deal with any Person having a security interest in such Claim (including the holder of a security interest created by way of a pledge or a security interest created by way of an assignment of such Claim), and such Persons shall be bound by the Claims Bar Date and any notices given to the Creditor and any steps taken in respect of such Claim in accordance with this Order, regardless of whether such Persons received notice of same.
11. THIS COURT ORDERS that the form and substance of each of the documents in the Proof of Claim Document Package as well as the Dispute Notice, the Notice of Revision or Disallowance and the Notice for Publication, substantially in the forms attached as schedules hereto, are hereby approved. Despite the foregoing, the Monitor may from time to time make such minor changes to such forms as the Monitor deems necessary.

CREDITORS' CLAIMS

12. THIS COURT ORDERS that:
 - (a) Any Person that wishes to assert a Pre-filing Claim must deliver to the Monitor on or before the Pre-Filing Claims Bar Date a completed Proof of Claim in respect of such Claim, including all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Procedure Order

- (b) Any Person that wishes to file a Restructuring Claim must deliver to the Monitor on or before the Restructuring Claims Bar Date a completed Proof of Claim in respect of such Claim, together with all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Procedure Order; and
- (c) Any person that wishes to assert a Directors/Officers Claim must deliver to the Monitor on or before the Pre-Filing Claims Bar Date a completed Proof of Claim in respect of such Claim, together with all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Procedure Order

and that any Creditor that does not file a Proof of Claim as provided for herein such that such Proof of Claim is received by the Monitor on or before the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable, (a) shall be and is hereby forever barred from making or enforcing any Claim against VON Canada, the Directors or Officers, or any of them and any such Claim shall be extinguished without any further act or notification by the Monitor, VON Canada or the Directors or Officers; (b) shall not be entitled to vote at any Creditors' Meeting in respect of a Plan or to receive any distribution thereunder; and (c) shall not be entitled to any further notice in, and shall not be entitled to participate as a creditor in, these proceedings.

PROOFS OF CLAIM

13. THIS COURT ORDERS that:

- (a) the Monitor may use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed and the Monitor may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of Proofs of Claim; and

(b) if any Claim arose in a currency other than Canadian dollars, then the Creditor making the Claim shall complete its Proof of Claim indicating the amount of the Claim in such currency, rather than in Canadian dollars or any other currency. The Monitor shall subsequently calculate the amount of such Claim in Canadian dollars, using the Bank of Canada noon spot rate on the Filing Date, without prejudice to the ability of VON Canada to utilize a different exchange rate in any Plan.

14. THIS COURT ORDERS that each Creditor shall include any and all Claims it asserts against VON Canada or the Directors or Officers in a single Proof of Claim, provided however that where a Creditor has taken an assignment or transfer of a Claim after the Filing Date, that Creditor shall file a separate Proof of Claim for each such assigned or transferred Claim.

REVIEW OF PROOFS OF CLAIM

15. THIS COURT ORDERS that the Monitor, in consultation with VON Canada and where applicable any Affected Director or Officer, shall review all Proofs of Claims that are filed on or before the applicable Claims Bar Date and shall accept or disallow (in whole or in part) the amount and/or status of such Claims. At any time, the Monitor may (i) request additional information from a Creditor with respect to a Claim, (ii) request that the Creditor file a revised Proof of Claim, or (iii) attempt to resolve and settle any issue arising in respect of a Claim; *provided, however*, that a Claim that has been asserted against an Affected Director or Officer cannot be settled or accepted by the Monitor in whole or in part except (i) with the consent of the Affected Director or Officer, or on further Order of this Court, or (ii) if such Claim has been asserted against VON Canada and an Affected Director or Officer, on a basis that is expressly without prejudice to the Affected Director or Officer.

16. THIS COURT ORDERS that where a Claim has been accepted in writing by the Monitor, such Claim shall constitute such Creditor's Proven Claim for all purposes, including for the purposes of voting and distribution under the Plan. For greater certainty, the only Claims that shall be Proven Claims are those Claims in respect of which the Monitor has delivered a written acceptance.
17. THIS COURT ORDERS that where a Claim is disallowed (in whole or in part) by the Monitor, the Monitor shall deliver to the Creditor a Notice of Revision or Disallowance, attaching the form of Dispute Notice. Where a Notice of Revision or Disallowance relates to a Claim that has been made against a Director or Officer, a copy of the Notice of Revision or Disallowance shall also be delivered by the Monitor to the Affected Director or Officer and to counsel for the directors.
18. THIS COURT ORDERS that where a Claim has been disallowed (in whole or in part), the disallowed Claim (or disallowed portion thereof) shall not be a Proven Claim unless the Creditor has disputed the disallowance and proven the disallowed Claim (or disallowed portion thereof) in accordance with paragraphs 19 to 23 of this Order.

DISPUTE NOTICE

19. THIS COURT ORDERS that any Creditor who intends to dispute a Notice of Revision or Disallowance shall file a Dispute Notice with the Monitor as soon as reasonably possible but in any event such that such Dispute Notice shall be received by the Monitor on or before 4:00 p.m. (Toronto time) on the day that is fourteen (14) days after the Creditor is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 30 of this Order. The filing of a Dispute Notice with the Monitor within the fourteen (14) day period specified in this paragraph shall constitute an application to have the amount or status of such Claim determined as set out in paragraphs 21-23

hereof. Where a Dispute Notice relates to a Claim that has been made against a Director or Officer, a copy of the Dispute Notice shall be delivered by the Monitor, promptly after receipt by the Monitor, to the Affected Director or Officer and to counsel for the directors.

20. THIS COURT ORDERS that where a Creditor that receives a Notice of Revision or Disallowance fails to file a Dispute Notice with the Monitor within the period provided therefore in paragraph 19 above, the amount and status of such Creditor's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such amount and status, if any, shall constitute such Creditor's Proven Claim, and the balance shall be deemed forever barred and extinguished.

RESOLUTION OF CLAIMS

21. THIS COURT ORDERS that as soon as practicable after the delivery of the Dispute Notice to the Monitor, the Creditor and the Monitor, in consultation with VON Canada and, where applicable, any Affected Director or Officer, shall attempt to resolve and settle the Creditor's Claim.
22. THIS COURT ORDERS that in the event that a dispute raised in the Creditor's Dispute Notice is not settled within a time period or in a manner satisfactory to the Monitor, the Monitor may refer the dispute to a Claims Officer for determination, or in the alternative may bring the dispute before the Court for determination. If the Monitor refers the dispute to a Claims Officer for determination, then the Claims Officer shall determine the manner, if any, in which evidence may be brought before the Claims Officer by the parties as well as any other matters, procedural or substantive, which may arise in respect of the Claim Officer's determination of a Creditor's Claim. For greater certainty,

the Claims Officer may require written submissions, and may limit submissions to written submissions, at the Claims Officer's discretion.

23. THIS COURT ORDERS that the Claims Officer's determination of any Creditor's Proven Claim shall be final and binding, unless within ten (10) days of the date on which the Claims Officer's determination is deemed received by the Creditor, VON Canada, the Monitor, the Creditor or the Affected Director or Officer, if applicable, has filed with this Court an appeal, by way of Notice of Motion, of the Claims Officer's determination.

NOTICE OF TRANSFEREES

24. THIS COURT ORDERS that neither VON Canada nor the Monitor shall be obligated to give notice to or to otherwise deal with a transferee or assignee of a Claim as the Creditor in respect thereof unless and until (i) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Monitor, and (ii) the Monitor shall have acknowledged in writing such transfer or assignment, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim, and such Claim, shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to the written acknowledgment by the Monitor of such transfer or assignment.
25. THIS COURT ORDERS that if the holder of a Claim has transferred or assigned the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and VON Canada and the Monitor shall in each such case not be bound to acknowledge or recognize any such transfer or

assignment 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 in whole as the Creditor in respect of such Claim. Provided that a transfer or assignment of the Claim has taken place in accordance with paragraph 24 of this Order and the Monitor has acknowledged in writing such transfer or assignment, the Person last holding such Claim in whole as the Creditor in respect of such Claim may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim and the whole of such Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Order.

26. THIS COURT ORDERS that the transferee or assignee of any Claim (i) shall take the Claim subject to the rights and obligations of the transferor/assignor of the Claim, and subject to the rights of VON Canada or the Affected Director or Officer, as applicable, against any such transferor or assignor, including any rights of set-off against such transferor or assignor, and (ii) cannot use any transferred or assigned Claim to reduce any amount owing by the transferee or assignee to VON Canada, whether by way of set off, application, merger, consolidation or otherwise.

27. THIS COURT ORDERS that nothing in this Order is intended to or shall be deemed to permit, enable or authorize the transfer or assignment of a Claim or to in any way affect the validity or invalidity of any such transfer or assignment.

PROTECTIONS FOR MONITOR

28. THIS COURT ORDERS that (i) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA and the Initial Order or as an officer of

this Court, including without limitation the stay of proceedings in its favour, (ii) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, except for its own wilful misconduct or gross negligence, (iii) the Monitor shall be entitled to rely on the books and records of VON Canada, and any information provided by VON Canada, all without independent investigation, and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records and information.

SERVICE AND NOTICE

29. THIS COURT ORDERS that the forms of notice to be provided in accordance with this Claims Procedure Order shall constitute good and sufficient service and delivery of notice of this Claims Procedure Order, the Pre-Filing Claims Bar Date and the Restructuring Claims Bar Date on all Persons who may be entitled to receive notice and who may assert a Claim and no other notice or service need be given or made and no other documents or material need be sent to or served upon any Person in respect of this Claims Procedure Order.

30. THIS COURT ORDERS that any notice or other communication to be given under this Order by the Monitor or VON Canada to a Creditor or other interested Persons, shall be in writing and may be given by sending true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission to such Persons (i) at the address shown on the Proof of Claim filed by that Person, or (ii) if a Proof of Claim has not been filed by that Person or does not contain a valid address, then at the address as last shown on the records of VON Canada, and that any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by prepaid ordinary mail or by registered mail, on the fourth Business

Day after mailing. Notwithstanding anything to the contrary in this paragraph 30, Notices of Disallowance shall be sent only by (i) facsimile to a number that has been provided in writing by the Creditor, (ii) email to an address that has been provided in writing by the Creditor; (iii) registered mail, or (iv) courier.

31. THIS COURT ORDERS that any notice or other communication to be given under this Order by a Creditor to the Monitor shall be in writing and will be sufficiently given only if sent by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission addressed to:

Collins Barrow Toronto Limited
Court-appointed Monitor of Victorian Order Of Nurses For Canada
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger
Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtlmonitor@collinsbarrow.com

Any such notice or other communication by a Creditor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day. Where the communication is to be by way of a form attached as a Schedule to this Order, such communication shall be in substantially the form of the attached Schedule.

32. THIS COURT ORDERS that where, pursuant to this Order, consultation is to occur with any Affected Director or Officer, notice is to be given to any such Affected Director or Officer, or the consent of any such Affected Director or Officer is to be obtained, and such Affected Director or Officer is represented by counsel, then such consultation, notice or consent may be with, to, or obtained from, such counsel.

WEPPA SUBROGATED CLAIMS

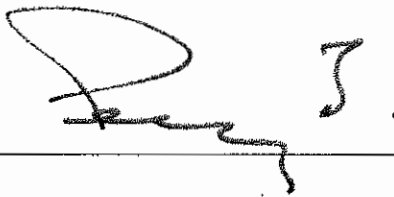
33. THIS COURT ORDERS that, notwithstanding any other provision of this Order, any failure by the Government of Canada to deliver, on or prior to the Claims Bar Date, a Proof of Claim in respect of any Claim it may have as subrogee of a Claim of a terminated employee of VON Canada pursuant to Section 36 of the *Wage Earner Protection Program Act* (Canada) (a "WEPPA Subrogated Claim") shall not result in the barring or extinguishment of such WEPPA Subrogated Claim. The procedures for filing and determination of WEPPA Subrogated Claims will be established by further order of this Court on notice to the Government of Canada.

MISCELLANEOUS

34. THIS COURT HEREBY REQUESTS the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and 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 Order.

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

FEB 24 2016



SCHEDULE A:

NOTICE FOR PUBLICATION

**RE: NOTICE OF CLAIMS PROCESS FOR VICTORIAN ORDER OF NURSES FOR CANADA
("VON CANADA") PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT*
(THE "CCAA")**

By Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 25, 2015 (as amended, the "**Initial Order**"), VON Canada, among others, filed for and obtained relief from its creditors under the *Companies' Creditors Arrangement Act* (the "**CCAA**"). Pursuant to the Initial Order, Collins Barrow Toronto Limited was appointed by the Court as monitor in VON Canada's CCAA proceeding (the "**Monitor**").

PLEASE TAKE NOTICE that on February 24, 2016, the Court issued an order (the "**Claims Procedure Order**"), a copy of which can be found on the Monitor's Website: <http://www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/v-o-n>, requiring that all Persons who assert:

- a Pre-Filing Claim and/or a Director/Officer Claim (capitalized terms used in this notice and not otherwise defined have the meaning given to them in the Claims Procedure Order) against VON Canada and/or the Directors and/or the Officers of VON Canada **must file a Proof of Claim with the Monitor on or before 4:00 p.m. (Toronto time) on April 29, 2016 (the "Pre-Filing Claims Bar Date");** or
- a Restructuring Claim against VON Canada **must file a Proof of Claim with the Monitor by the later of:**
 - a) in the case of Restructuring Claims arising before the date of the Claims Procedure Order, the Pre-Filing Claims Bar Date; and
 - b) in the case of Restructuring Claims arising on or after the date of the Claims Procedure Order, the later of:
 - (1) the Pre-Filing Claims Bar Date; and
 - (2) 4:00 p.m. (Toronto Time) on the date that is 20 Business Days after the Monitor sends a Proof of Claim Document Package with respect to a Restructuring Claim in accordance with paragraph 9 of the Claims Procedure Order;

(the "Restructuring Claims Bar Date")

by sending the Proof of Claim to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery facsimile or other electronic transmission at the address of the Monitor listed below.

Proof of Claim Document Packages including the Proof of Claim may be obtained from the Monitor's website or by contacting the Monitor by prepaid ordinary mail, registered mail, courier or by telephone or email at the address of the Monitor listed below.

IF YOUR PROOF OF CLAIM IS NOT RECEIVED BY THE MONITOR BY THE PRE-FILING CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, YOUR CLAIM AGAINST VON CANADA AND/OR THE OFFICERS AND/OR THE DIRECTORS WILL BE BARRED AND EXTINGUISHED FOREVER.

Address of the Monitor:

Collins Barrow Toronto Limited
Court-appointed Monitor of Victorian Order Of Nurses For Canada
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger
Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtlmonitor@collinsbarrow.com

Dated at _____ this _____ day of _____, 2016.

SCHEDULE B
PROOF OF CLAIM

1. Particulars of Creditor:

- (1) Full Legal Name of Creditor:
- (2) Full Mailing Address of Creditor:
- (3) Telephone Number of Creditor:
- (4) Facsimile Number of Creditor:
- (5) E-mail Address of Creditor:
- (6) Attention (Contact Person):

2. Particulars of Original Creditor from Whom You Acquired Claim, if Applicable:

- (1) Have you acquired this Claim by assignment?

Yes [] No []

(if yes, attach documents evidencing assignment)

- (2) Full Legal Name of original creditor(s):

3. Claim:

I,, [*name of Creditor or authorized representative of the Creditor*], do hereby certify that I am the Creditor/hold the position of of the Creditor and have knowledge of all the circumstances connected with the Claim described herein; and

The Creditor makes the following Claim against Victorian Order Of Nurses For Canada and/or the Directors/Officers of Victorian Order Of Nurses For Canada:

Nature of Claim	Claim Amount	Claim as at
Pre-Filing Claim		November 25, 2015
Restructuring Claim		
Priority Claim		November 25, 2015
Secured Claim		November 25, 2015
Director/Officer Claim		November 25, 2015

4. Particulars of Claim:

The particulars of the undersigned's total Claim are attached.

(Attach a schedule setting forth full particulars of the Claim(s) against VON Canada and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim(s), name of any guarantor(s) which has guaranteed the Claim(s), and amount of Claim(s) allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by VON Canada to the Creditor or title retention arrangement with VON Canada and estimated value of such security or title retention arrangement).

THIS PROOF OF CLAIM MUST BE RETURNED TO AND RECEIVED BY THE MONITOR BY 4:00 P.M. (TORONTO TIME) ON THE CLAIMS BAR DATE (FOR PRE-FILING CLAIMS, APRIL 29, 2016) AT THE FOLLOWING ADDRESS:

COLLINS BARROW TORONTO LIMITED
11 King Street West, Suite 700
PO Box 27
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger
Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cblmonitor@collinsbarrow.com

DATED at this day of, 2016.

Witnessed by:

[If Creditor is individual]

(sign)

Print Name

[If Creditor is corporation]

[Print name of Creditor]

Per: *(sign)* _____
Authorized Signing Officer

SCHEDULE C
INSTRUCTION LETTER

Pursuant to an Order of the Ontario Superior Court of Justice dated February 24, 2016, (the "**Claims Procedure Order**"), Victorian Order Of Nurses For Canada ("**VON Canada**") has been authorized to conduct a claims procedure. A copy of the Claims Procedure Order is available on the Monitor's website at <http://www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/v-o-n>.

This Guide has been prepared to assist Persons asserting a Claim in filling out the Proof of Claim form with respect to VON Canada. If you have any additional questions regarding completion of the Proof of Claim form, please consult the Monitor's website or contact the Monitor at the coordinates shown below.

In the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order, the terms of the Claims Procedure Order will govern. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Claims Procedure Order.

Additional copies of the Proof of Claim form may be found at the Monitor's website address noted above.

Section 1 – Particulars of Creditor

- A separate Proof of Claim form must be filed by each legal entity or person asserting a Claim.
- A Person asserting a Claim shall include any and all Claims it asserts in a single Proof of Claim.
- The full legal name of the Person asserting the Claim must be provided.
- If the Person asserting the Claim operates under a different name, or names, please indicate this in a separate schedule in the supporting documentation.
- If the Claim has been assigned or transferred to another party, the steps in Section 2 must also be completed.
- Unless the Claim is assigned or transferred, all future correspondence, notices, etc. regarding the Claim will be directed to the address and contact indicated in the Proof of Claim.

Section 2 – Particulars of Original Creditor in case of Assignment

- If the holder of a Claim is the assignee of its Claim, then the steps in this Section 2 must be completed.
- The full legal name of the original creditor must be provided.
- If the assignor operates under a different name, or names, please indicate this in a separate schedule in the supporting documentation.

- Please provide particulars of assignment in a separate schedule.
- If the Monitor is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the Claim will be directed to the assignee at the address and contact indicated in the Proof of Claim.

Section 3 – Amount of Claim

- Indicate the amount VON Canada or the Officer(s) or Director(s) was and still is indebted to the Person asserting the Claim.

Currency, Original Currency Amount

- The amount of the Claim must be provided in the currency in which it arose.
- Indicate the appropriate currency in the Currency column.
- If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
- Claims denominated in a currency other than Canadian dollars will be converted into Canadian dollars by the Monitor using the Bank of Canada noon spot exchange rate on the Filing Date.

Secured

- Complete this section ONLY if the Claim recorded on that line is secured. Do not complete this section if your Claim is unsecured.
- If the value of the collateral securing your Claim is less than the amount of your Claim, enter the shortfall portion on a separate line as an unsecured claim.
- Evidence supporting the security you hold must be submitted with the Proof of Claim form. Provide full particulars of the nature of the security, including the date on which the security was given and the value you attribute to the collateral securing your Claim. Attach a copy of all related security documents.

Priority

- Complete this section ONLY if the amount of your Claim has a right to priority pursuant to Section 136 of the Bankruptcy and Insolvency Act (Canada) (the "BIA") or would be entitled to claim such a priority if this Proof of Claim were being filed in accordance the provisions of the BIA.
- If a priority claim is being asserted, please provide details as to the nature of the claim being asserted, and the basis for priority on which you rely.

Restructuring

- Complete this section ONLY if the amount of the Claim against VON Canada arose out of the restructuring, termination, repudiation, or disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation after the Filing Date .

Officers and Directors

- Complete this section only if the Claim you are making is being asserted against an Officer or Director of VON Canada.
- You must identify the individual Officer(s) or Director(s) against whom you are asserting the Claim.

Section 4 – Particulars of Claim

- Attach to the Proof of Claim form all particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving

rise to the Claim, name of any guarantor which has guaranteed the Claim and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by VON Canada or any Officer or Director to the holder of the Claim and estimated value of such security and particulars of any restructuring claim.

Certification

- The person signing the Proof of Claim form should
 - be the holder of the Claim, or authorized Representative of the holder of the Claim.
 - have knowledge of all the circumstances connected with this Claim.
- By signing and submitting the Proof of Claim, the Creditor is asserting the Claim against VON Canada and / or the indicated Officer(s) or Director(s)

Filing of Claim

- For Persons wishing to assert a Pre-Filing Claim and/or a Director/Officer Claim, this Proof of Claim **must be received** by the Monitor by no later than 4:00 p.m. (Toronto time) on April 29, 2016 (the "**Pre-Filing Claims Bar Date**"). For Persons wishing to assert a Restructuring Claim, this Proof of Claim **must be received** by the Monitor by the later of:
 - a) in the case of Restructuring Claims arising before the date of the Claims Procedure Order, the Pre-Filing Claims Bar Date; and
 - b) in the case of Restructuring Claims arising on or after the date of the Claims Procedure Order, the later of:
 - (1) the Pre-Filing Claims Bar Date; and
 - (2) 4:00 p.m. (Toronto Time) on the date that is 20 Business Days after the Monitor sends a Proof of Claim Document Package with respect to a Restructuring Claim in accordance with paragraph 9 of the Claims Procedure Order;
- Proofs of Claim should be send by prepaid ordinary mail, registered mail, courier, personal delivery or facsimile or other electronic transmission to the following address:
 - Collins Barrow Toronto Limited
 - Court-appointed Monitor of Victorian Order Of Nurses For Canada
 - 11 King Street West, Suite 700
 - Toronto, Ontario M5H 4C7

 - Attention: Jeffrey Berger
 - Telephone: (647) 726-0496
 - Facsimile: (416) 480-2646
 - E-mail: cbtlmonitor@collinsbarrow.com

Failure to file your Proof of Claim so that it is received by the Monitor by 4:00 p.m. Toronto time on the applicable claims bar date will result in your claim being barred and you will be prevented from making or enforcing a Claim against VON Canada or any current or former Officer or Director of VON Canada. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a Creditor in these proceedings.

SCHEDULE D

NOTICE OF REVISION OR DISALLOWANCE

NOTICE OF REVISION OR DISALLOWANCE

**IN RESPECT OF CLAIMS AGAINST
VICTORIAN ORDER OF NURSES FOR CANADA ("VON CANADA")**

Claims Reference Number: _____

To: _____

Pursuant to the Claims Procedure Order, the Monitor hereby gives you notice that the Monitor has reviewed your Proof of Claim, in consultation with VON Canada and where applicable any Affected Director or Officer, and has revised or disallowed all or part of your purported Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Proven Claim will be as follows:

	Currency	Amount as Submitted	Amount Allowed
Pre-Filing Claim		\$	\$
Restructuring Claim			
Priority Claim			
Secured Claim		\$	\$
Director/Officer Claim		\$	\$
Total Claim		\$	\$

Reasons for Revision or Disallowance:

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must, no later than ● p.m. (prevailing time in Toronto) on the day that is ● Business Days after this Notice of Revision or Disallowance is deemed to have been received by you (in accordance with paragraph ● of the Claims Procedure Order), deliver a Notice of Dispute to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or facsimile or other electronic transmission to the following address.

Collins Barrow Toronto Limited
Court-appointed Monitor of Victorian Order Of Nurses For Canada
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtlmonitor@collinsbarrow.com

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day. The form of Notice of Dispute is enclosed and can also be accessed on the Monitor's website at: <http://www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/v-o-n>.

IF YOU FAIL TO FILE A NOTICE OF DISPUTE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this ● day of ●, ●.

Collins Barrow Toronto Limited, solely in its capacity as Court-appointed Monitor of VON Canada, and not in its personal or corporate capacity

Per: _____

SCHEDULE E
NOTICE OF DISPUTE

NOTICE OF DISPUTE
IN RESPECT OF CLAIMS AGAINST
VICTORIAN ORDER OF NURSES FOR CANADA ("VON CANADA")

Claims Reference Number: _____

1. Particulars of Claimant:

Full Legal Name of Claimant (include trade name, if different) (the " Claimant ")	
Full Mailing Address of the Claimant	
Telephone Number of the Claimant	
Email Address of the Claimant	
Facsimile Number of the Claimant	
Attention (Contact Person)	

2. Particulars of original Claimant from whom the Claim was acquired, if applicable:

Full Legal Name of original Claimant (include trade name, if different) (the " Claimant ")	
Full Mailing Address of the original Claimant	
Telephone Number of the original Claimant	
Email Address of the original Claimant	
Facsimile Number of the original Claimant	
Attention (Contact Person)	

Have you acquired this purported Claim by assignment?

Yes:

No:

If yes and if not already provided, attach documents evidencing assignment.

3. Dispute of Disallowance of Claim:

The Claimant hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Currency	Amount Allowed	Amount Claimed by the Claimant
Pre-Filing Claim			
Restructuring Claim			
Priority Claims			
Secured Claim			
Director/Officer Claim			
Total Claim			

Reason for Dispute of Notice of Revision or Disallowance

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

Court File No: CV-15-11192- 00CL

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN REGION

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Matthew Halpin LSUC#26208F
Tel: 613.780.8654
Fax: 613.230.5459
Email: matthew.halpin@nortonrosefulbright.com

Evan Cobb LSUC #55787N
Tel: 416.216.1929
Fax: 416.216.3930
Email: evan.cobb@nortonrosefulbright.com

Lawyers for the Applicants

This is **Exhibit "I"** referred to in the
Affidavit of Jo-Anne Poirier
sworn before me, this 21st day
of **November, 2016**


A Commissioner for taking Affidavits

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.)
JUSTICE PENNY) WEDNESDAY, THE 5th
DAY OF OCTOBER, 2016

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

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF
NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF
NURSES FOR CANADA – WESTERN REGION

Applicants

CLAIMS PROCEDURE ORDER

(VON East)

THIS MOTION, made by Victorian Order Of Nurses For Canada – Eastern Region ("VON East"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCA") for an Order approving a claims procedure for the identification and quantification of Claims (as defined below) against (i) VON East, and (ii) any of the Directors and Officers (in each case as defined below) of VON East was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING VON East's Notice of Motion, the Affidavit of Jo-Anne Poirier, sworn September 29, 2016, the fifth report of Collins Barrow Toronto Limited (the "Monitor") dated October 1, 2016 (the "Fifth Report"), and on hearing the submissions of counsel for VON East,

the Monitor, the Board of Directors of VON East and those other parties present, no one appearing for the other parties on the Service List, although duly served as appears from the affidavit of service of Evan Cobb sworn September 30, 2016, filed:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record filed by VON East, and the Fifth Report, be and it is hereby abridged and validated such that the Motion is properly returnable today.

DEFINITIONS

2. THIS COURT ORDERS that, for the purposes of this Claims Procedure Order, the following terms shall have the following meanings:
 - (a) "**Affected Directors and Officers**" means those Directors and Officers against whom a Claim has been asserted in a Proof of Claim, and an "**Affected Director or Officer**" means any one of such Persons;
 - (b) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
 - (c) "**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
 - (d) "**Claim**" means each of:
 - a) any right of claim of any Person against VON East, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of VON East, whether liquidated, unliquidated, fixed, contingent,

matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the 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 existing on or prior to the Filing Date (each a "Pre-Filing Claim", and collectively the "Pre-Filing Claims");

b) any right of claim of any Person against VON East in connection with any indebtedness, liability or obligation of any kind whatsoever owed by VON East to such Person arising out of the restructuring, termination, repudiation, or disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation after the Filing Date (each a "Restructuring Claim", and collectively the "Restructuring Claims"); and

c) any right of any Person against the Directors or Officers of VON East for which the Directors or Officers of VON East are by law liable to pay in their capacity as Directors or Officers or in any other capacity, in each case based in whole or in part on facts existing on or prior to the date of this Order (each a "Director/Officer Claim", and collectively the "Directors/Officers Claims");

in each case, other than an Excluded Claim (as defined below).

(e) "Claim Notice" means a notice in the form attached hereto as Schedule "F";

- (f) "**Claims Bar Date**" means the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable;
- (g) "**Claims Officer**" means the person or persons so designated by the Monitor and approved by the Court, or designated by the Court, as the case may be;
- (h) "**Court**" means the Ontario Superior Court of Justice (Commercial List);
- (i) "**Creditor**" means any Person having a Claim;
- (j) "**Creditors' Meeting**" means the meeting of a class of Creditors scheduled pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) granted on the date of this Order;
- (k) "**Directors**" means the directors and former directors of VON East or any Person deemed to be a director or former director of VON East by any law, and "**Director**" means any one of them;
- (l) "**Dispute Notice**" means a written notice to the Monitor, in substantially the form attached as Schedule "E" hereto, delivered to the Monitor by a Creditor who has received a Claim Notice or a Notice of Revision or Disallowance, of such Creditor's intention to dispute the Claim Notice or the Notice of Revision or Disallowance;
- (m) "**Excluded Claim**" means (i) claims secured by any of the Charges (as defined in the Initial Order); and (ii) any claim enumerated in subsections 5.1(2) and 19(2) of the CCAA; and (iii) any claim by a Director or Officer for indemnification related to a Director/Officer Claim.
- (n) "**Filing Date**" means November 25, 2015;

- (o) **"Initial Order"** means the Second Amended and Restated Initial Order of this Court dated November 25, 2015, as such Order may be supplemented, amended, restated or varied from time to time;
- (p) **"Instruction Letter"** means the instruction letter to Creditors, in substantially the form attached as Schedule "C" hereto;
- (q) **"Known Creditors"** means:
 - a) those Creditors which are recorded in the records of VON East as being owed monies by VON East as of the date of this Order which monies remain unpaid in whole or in part;
 - b) any Person who commenced a legal proceeding against VON East which legal proceeding was commenced and served upon VON East prior to the Filing Date, and which proceeding is known to the Monitor; and
 - c) any Person who is party to a lease, contract, employment agreement, or other agreement or obligation of VON East which was (to the knowledge of the Monitor) restructured, terminated, repudiated, resiliated or disclaimed by VON East after the Filing Date but prior to the date of this Order;
- (r) **"Monitor"** means Collins Barrow Toronto Limited in its capacity as monitor of VON East pursuant to the Initial Order;
- (s) **"Monitor's Website"** means: <http://www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/v-o-n>.

- (t) **"Notice for Publication"** means the notice to Creditors for publication in substantially the form attached as Schedule "A" hereto;
- (u) **"Notice of Revision or Disallowance"** means a notice, in substantially the form attached as Schedule "D" hereto, advising a Creditor that the Monitor has revised or disallowed all or part of the Claim set out in the Creditor's Proof of Claim;
- (v) **"Officers"** means the officers and former officers of VON East or any Person deemed to be an officer or former officer of VON East by any law, and **"Officer"** means any one of them;
- (w) **"Person"** includes any individual, partnership, joint venture, trust, corporation, unlimited liability company, unincorporated organization, government body or agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted;
- (x) **"Plan"** means any plan of compromise or arrangement by VON East, if and when filed and approved by this Court, as revised, amended, modified or supplemented from time to time in accordance with its terms;
- (y) **"Pre-Filing Claims Bar Date"** means 10:00 a.m. (Toronto time), on October 26, 2016 or such later date as may be ordered by the Court;
- (z) **"Proof of Claim"** means the form of Proof of Claim substantially in the form attached as Schedule "B" hereto;
- (aa) **"Proof of Claim Document Package"** means a document package that includes a copy of the Instruction Letter, a Proof of Claim, a Claim Notice (in the case of a

Recorded Creditor), and such other materials as the Monitor may consider appropriate or desirable;

(bb) "**Proven Claim**" has the meaning ascribed to that term in paragraph 6 of this Order;

(cc) "**Recorded Creditor**" means a Creditor whose Pre-Filing Claim is recorded in the records of VON East as of the date of this Order and who remains unpaid;

(dd) "**Restructuring Claims Bar Date**" means:

a) in the case of Restructuring Claims arising before the date of this Order, the Pre-Filing Claims Bar Date; and

b) in the case of Restructuring Claims arising on or after the date of this Order, the later of:

(1) the Pre-Filing Claims Bar Date; and

(2) 10:00 a.m. (Toronto Time) on the date that is ten (10) Business Days after the Monitor sends a Proof of Claim Document Package and a Proof of Claim with respect to a Restructuring Claim in accordance with paragraph 8 hereof;

(ee) "**Secured Claim**" means any Claim or portion thereof that is secured by a security interest, pledge, mortgage, lien, hypothec or charge on any property of VON East, or any Claim of a "secured creditor" as defined in the CCAA, but only to the extent of the value of the security in respect of the Claim.

3. THIS COURT ORDERS that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any references 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 VON East and the Monitor are hereby authorized to request such further documentation from any Person asserting a Claim that may reasonably be required in order to determine the validity of a Claim.

MONITOR'S ROLE

5. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations pursuant to the CCAA and under the Initial Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order, and that in taking such other actions and in fulfilling such other roles, the Monitor shall have the protections given to it in the Initial Order and this Order, including without limitation the protections provided in paragraph 29 of this Order.

DETERMINATION OF PROVEN CLAIM

6. THIS COURT ORDERS that the amount and status of every Claim of a Creditor as finally determined in accordance with the forms and procedures authorized in this Order, including any determination as to the nature, amount, value, priority or validity of any Claim, including any Secured Claim (each such Claim, when finally determined, a "Proven Claim"), shall be final and binding for all purposes, including without limitation for any voting on and any distribution made to Creditors of VON East pursuant to a Plan.

NOTICE TO CREDITORS

7. THIS COURT ORDERS that:

- (a) the Monitor shall as soon as practicable following the making of this Order, post a copy of the Proof of Claim Document Package on the Monitor's Website, and send on behalf of VON East to each of the Known Creditors for which the Monitor has a mailing address a copy of the Proof of Claim Document Package;
- (b) the Monitor shall cause to be published without delay, on at least one (1) Business Day, the Notice for Publication in either the National Post (national edition) or the Globe and Mail (national edition); and
- (c) the Monitor shall, provided such request is received by the Monitor prior to the Claims Bar Date, deliver as soon as reasonably possible following receipt of a request therefore a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor and requesting such material or direct such Person to the documents posted on the Monitor's Website.

8. THIS COURT ORDERS that with respect to Restructuring Claims arising from the restructuring, termination, repudiation, or disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation on or after the date of this Order, the Monitor shall send to the counterparties to such lease, contract, or other agreement or obligation a Proof of Claim Document Package no later than five (5) Business Days following the date of the restructuring, termination, repudiation, disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation.

9. THIS COURT ORDERS that neither VON East nor the Monitor is under any obligation to give notice to or deal with any Person other than the Creditor holding a Claim, and without limitation shall have no obligation to give notice to or deal with any Person having a security interest in such Claim (including the holder of a security interest

created by way of a pledge or a security interest created by way of an assignment of such Claim), and such Persons shall be bound by the Claims Bar Date and any notices given to the Creditor and any steps taken in respect of such Claim in accordance with this Order, regardless of whether such Persons received notice of same.

10. THIS COURT ORDERS that the form and substance of each of the documents in the Proof of Claim Document Package as well as the Dispute Notice, the Notice of Revision or Disallowance and the Notice for Publication, substantially in the forms attached as schedules hereto, are hereby approved. Despite the foregoing, the Monitor may from time to time make such minor changes to such forms as the Monitor deems necessary.

CREDITORS' CLAIMS

11. THIS COURT ORDERS that the Claim Notice, which shall be sent to each Recorded Creditor in accordance with paragraph 7 above, shall set out the accrued amounts (including principal and interest, if any) based on VON East's records owing by VON East to a Recorded Creditor on account of a Pre-Filing Claim. If no Dispute Notice is delivered to the Monitor by a Recorded Creditor, or deemed delivered pursuant to this Order, in respect of the Claim Notice on or before 10:00 a.m. (Toronto time) on the day that is fifteen (15) Business Days after delivery, or deemed delivery, of such Claim Notice to the Recorded Creditor pursuant to this Order, the amounts and characterization of such amounts as secured, unsecured or priority claims in the Claim Notice shall be deemed to be the amounts owing by VON East on account of all Pre-Filing Claims of such Creditor, and the characterization of such Claims as set out in the Claim Notice shall be deemed accurate, unless the amounts and characterization of such Claims are otherwise agreed to in writing by VON East, the relevant Creditor and the Monitor, in which case such agreement shall govern.

12. THIS COURT ORDERS that:

- (a) Any Person that wishes to assert a Pre-filing Claim and does not receive a Claim Notice must deliver to the Monitor on or before the Pre-Filing Claims Bar Date a completed Proof of Claim in respect of such Claim, including all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Procedure Order;
- (b) Any Person that wishes to file a Restructuring Claim, whether or not such person receives a Claim Notice, must deliver to the Monitor on or before the Restructuring Claims Bar Date a completed Proof of Claim in respect of such Claim, together with all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Procedure Order; and
- (c) Any person that wishes to assert a Director/Officer Claim, whether or not such person receives a Claim Notice, must deliver to the Monitor on or before the Pre-Filing Claims Bar Date a completed Proof of Claim in respect of such Director/Officer Claim, together with all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Procedure Order

and, subject to Paragraph 11 above which shall apply only to Pre-Filing Claims against VON East for Creditors who receive Claim Notices, any Creditor (including a Recorded Creditor in respect of Restructuring Claims and Director/Officer Claims) that does not file a Proof of Claim as provided for herein such that such Proof of Claim is received by the Monitor on or before the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable, (a) shall be and is hereby forever barred from making or enforcing any Claim against VON East, the Directors or Officers, or any of them and any such Claim shall be extinguished without any further act or notification by the Monitor, VON

East or the Directors or Officers; (b) shall not be entitled to vote at any Creditors' Meeting in respect of a Plan or to receive any distribution thereunder; and (c) shall not be entitled to any further notice in, and shall not be entitled to participate as a creditor in, these proceedings. For greater certainty, the procedures set out in this paragraph 12 apply to any Creditor (whether or not such Creditor has received a Claim Notice) in respect of any Director/Officer Claim or a Restructuring Claim.

PROOFS OF CLAIM

13. THIS COURT ORDERS that:

- (a) the Monitor may use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed and the Monitor may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of Proofs of Claim; and
- (b) if any Claim arose in a currency other than Canadian dollars, then the Creditor making the Claim shall complete its Proof of Claim indicating the amount of the Claim in such currency, rather than in Canadian dollars or any other currency. The Monitor shall subsequently calculate the amount of such Claim in Canadian dollars, using the Bank of Canada noon spot rate on the Filing Date, without prejudice to the ability of VON East to utilize a different exchange rate in any Plan.

14. THIS COURT ORDERS that each Creditor (other than a Creditor that has received a Claim Notice) shall include any and all Claims it asserts against VON East or the Directors or Officers in a single Proof of Claim, provided however that where a Creditor

has taken an assignment or transfer of a Claim after the Filing Date, that Creditor shall file a separate Proof of Claim for each such assigned or transferred Claim.

REVIEW OF PROOFS OF CLAIM

15. THIS COURT ORDERS that the Monitor, in consultation with VON East and where applicable any Affected Director or Officer, shall review all Proofs of Claims that are filed on or before the applicable Claims Bar Date and shall accept or disallow (in whole or in part) the amount and/or status of such Claims. At any time, the Monitor may (i) request additional information from a Creditor with respect to a Claim, (ii) request that the Creditor file a revised Proof of Claim, or (iii) attempt to resolve and settle any issue arising in respect of a Claim; *provided, however*, that a Claim that has been asserted against an Affected Director or Officer cannot be settled or accepted by the Monitor in whole or in part except (i) with the consent of the Affected Director or Officer, or on further Order of this Court, or (ii) if such Claim has been asserted against VON East and an Affected Director or Officer, on a basis that is expressly without prejudice to the Affected Director or Officer.

16. THIS COURT ORDERS that where a Claim has been accepted in writing by the Monitor, or where a Claim as set out in a Claim Notice has not been disputed by the applicable Creditor in accordance with paragraph 11 hereof, such Claim shall constitute such Creditor's Proven Claim for all purposes, including for the purposes of voting and distribution under the Plan. For greater certainty, the only Claims that shall be Proven Claims are those Claims in respect of which the Monitor has delivered a written acceptance or those Claims set out in Claim Notices that have not been disputed by the applicable Creditor in accordance with paragraph 11 hereof.

17. THIS COURT ORDERS that where a Claim is disallowed (in whole or in part) by the Monitor, the Monitor shall deliver to the Creditor a Notice of Revision or Disallowance, attaching the form of Dispute Notice. This paragraph 17 shall not apply to Claims against VON East for which a Claim Notice has been sent to the applicable Creditor.
18. THIS COURT ORDERS that where a Notice of Revision or Disallowance relates to a Claim that has been made against a Director or Officer, a copy of the Notice of Revision or Disallowance shall also be delivered by the Monitor to the Affected Director or Officer and to counsel for the directors.
19. THIS COURT ORDERS that where a Claim has been disallowed (in whole or in part), the disallowed Claim (or disallowed portion thereof) shall not be a Proven Claim unless the Creditor has disputed the disallowance and proven the disallowed Claim (or disallowed portion thereof) in accordance with paragraphs 20 to 24 of this Order.

DISPUTE NOTICE

20. THIS COURT ORDERS that any Creditor who intends to dispute a Notice of Revision or Disallowance shall file a Dispute Notice with the Monitor as soon as reasonably possible but in any event such that such Dispute Notice shall be received by the Monitor on or before 10:00 a.m. (Toronto time) on the day that is seven (7) Business Days after the Creditor is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 31 of this Order. The filing of a Dispute Notice with the Monitor within the seven (7) Business Day period specified in this paragraph shall constitute an application to have the amount or status of such Claim determined as set out in paragraphs 22-24 hereof. Where a Dispute Notice relates to a Claim that has been made against a Director or Officer, a copy of the Dispute Notice shall be delivered

by the Monitor, promptly after receipt by the Monitor, to the Affected Director or Officer and to counsel for the directors.

21. THIS COURT ORDERS that where a Creditor that receives a Notice of Revision or Disallowance fails to file a Dispute Notice with the Monitor within the period provided therefore in paragraph 20 above, the amount and status of such Creditor's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such amount and status, if any, shall constitute such Creditor's Proven Claim, and the balance shall be deemed forever barred and extinguished.

RESOLUTION OF CLAIMS

22. THIS COURT ORDERS that as soon as practicable after the delivery of the Dispute Notice (whether pursuant to paragraph 20 above or, in the case of a Claim by a Creditor against VON East that is set out in a Claim Notice, pursuant to paragraph 11 above) to the Monitor, the Creditor and the Monitor, in consultation with VON East and, where applicable, any Affected Director or Officer, shall attempt to resolve and settle the Creditor's Claim.
23. THIS COURT ORDERS that in the event that a dispute raised in the Creditor's Dispute Notice is not settled within a time period or in a manner satisfactory to the Monitor, the Monitor may refer the dispute to a Claims Officer for determination, or in the alternative may bring the dispute before the Court for determination. If the Monitor refers the dispute to a Claims Officer for determination, then the Claims Officer shall determine the manner, if any, in which evidence may be brought before the Claims Officer by the parties as well as any other matters, procedural or substantive, which may arise in respect of the Claim Officer's determination of a Creditor's Claim. For greater certainty,

the Claims Officer may require written submissions, and may limit submissions to written submissions, at the Claims Officer's discretion.

24. THIS COURT ORDERS that the Claims Officer's determination of any Creditor's Proven Claim shall be final and binding, unless within ten (10) days of the date on which the Claims Officer's determination is deemed received by the Creditor, the Monitor, and VON East, the Creditor, VON East or the Affected Director or Officer, if applicable, has filed with this Court an appeal, by way of Notice of Motion, of the Claims Officer's determination.

NOTICE OF TRANSFEREES

25. THIS COURT ORDERS that neither VON East nor the Monitor shall be obligated to give notice to or to otherwise deal with a transferee or assignee of a Claim as the Creditor in respect thereof unless and until (i) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Monitor, and (ii) the Monitor shall have acknowledged in writing such transfer or assignment, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim, and such Claim, shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to the written acknowledgment by the Monitor of such transfer or assignment.
26. THIS COURT ORDERS that if the holder of a Claim has transferred or assigned the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and VON East and the Monitor shall in

each such case not be bound to acknowledge or recognize any such transfer or assignment 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 in whole as the Creditor in respect of such Claim. Provided that a transfer or assignment of the Claim has taken place in accordance with paragraph 25 of this Order and the Monitor has acknowledged in writing such transfer or assignment, the Person last holding such Claim in whole as the Creditor in respect of such Claim may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim and the whole of such Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Order.

27. THIS COURT ORDERS that the transferee or assignee of any Claim (i) shall take the Claim subject to the rights and obligations of the transferor/assignor of the Claim, and subject to the rights of VON East or the Affected Director or Officer, as applicable, against any such transferor or assignor, including any rights of set-off against such transferor or assignor, and (ii) cannot use any transferred or assigned Claim to reduce any amount owing by the transferee or assignee to VON East, whether by way of set off, application, merger, consolidation or otherwise.
28. THIS COURT ORDERS that nothing in this Order is intended to or shall be deemed to permit, enable or authorize the transfer or assignment of a Claim or to in any way affect the validity or invalidity of any such transfer or assignment.

PROTECTIONS FOR MONITOR

29. THIS COURT ORDERS that (i) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA and the Initial Order or as an officer of this Court, including without limitation the stay of proceedings in its favour, (ii) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, except for its own wilful misconduct or gross negligence, (iii) the Monitor shall be entitled to rely on the books and records of VON East, and any information provided by VON East, all without independent investigation, and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records and information.

SERVICE AND NOTICE

30. THIS COURT ORDERS that the forms of notice to be provided in accordance with this Claims Procedure Order shall constitute good and sufficient service and delivery of notice of this Claims Procedure Order, the Pre-Filing Claims Bar Date and the Restructuring Claims Bar Date on all Persons who may be entitled to receive notice and who may assert a Claim and no other notice or service need be given or made and no other documents or material need be sent to or served upon any Person in respect of this Claims Procedure Order.
31. THIS COURT ORDERS that any notice or other communication to be given under this Order by the Monitor or VON East to a Creditor or other Interested Persons, shall be in writing and may be given by sending true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission to such Persons (i) at the address shown on the Proof of Claim filed by that Person, or (ii) if a Proof of Claim has not been filed by that Person or does not contain a valid address,

then at the address as last shown on the records of VON East, and that any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by prepaid ordinary mail or by registered mail, on the fourth Business Day after mailing. Notwithstanding anything to the contrary in this Order, Notices of Disallowance shall be sent only by (i) facsimile to a number that has been provided in writing by the Creditor, (ii) email to an address that has been provided in writing by the Creditor; (iii) registered mail, or (iv) courier.

32. THIS COURT ORDERS that any notice or other communication to be given under this Order by a Creditor to the Monitor shall be in writing and will be sufficiently given only if sent by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission addressed to:

Collins Barrow Toronto Limited
Court-appointed Monitor of Victorian Order Of Nurses For Canada – Eastern
Region
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtlmonitor@collinsbarrow.com

Any such notice or other communication by a Creditor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day. Where the communication is to be by way of a form attached as a Schedule to this Order, such communication shall be in substantially the form of the attached Schedule.

33. THIS COURT ORDERS that where, pursuant to this Order, consultation is to occur with any Affected Director or Officer, or where the consent of any such Affected Director or Officer is to be obtained, notice is to be given to any such Affected Director or Officer, and where such Affected Director or Officer is represented by counsel, then such consultation, notice or consent may be with, to, or obtained from, such counsel.

WEPPA SUBROGATED CLAIMS

34. THIS COURT ORDERS that, for greater certainty, any claim of the Government of Canada as subrogee of a Claim of a terminated employee of VON East pursuant to Section 36 of the *Wage Earner Protection Program Act (Canada)* (a "**WEPPA Subrogated Claim**"), shall be a Claim for the purposes of this Order and shall be filed, accepted, revised, determined, barred or extinguished in accordance with the procedures set out in this Order. For this purpose, the Government of Canada shall include any and all WEPPA Subrogated Claims it asserts against VON East or the Directors or Officers in a single Proof of Claim and all such WEPPA Subrogated Claims shall constitute a single Claim for all purposes in these proceedings.

35. THIS COURT ORDERS that where a WEPPA Subrogated Claim has been accepted in writing by the Monitor, the unsecured portion of such WEPPA Subrogated Claim shall constitute the Government of Canada's Proven Claim in respect of any WEPPA Subrogated Claims for all purposes, including for the purposes of voting and distribution under the Plan. For greater certainty, the only WEPPA Subrogated Claims that shall be Proven Claims are those unsecured portions of the WEPPA Subrogated Claims in respect of which the Monitor has delivered a written acceptance of those WEPPA Subrogated Claims and to the extent that any WEPPA Subrogated Claim would be an Excluded Claim under the Plan if such WEPPA Subrogated Claim was still held by a

former employee of VON Canada, such WEPPA Subrogated Claim shall be an Excluded Claim under the Plan and that Excluded Claim (or portion of a claim that is an Excluded Claim) shall not be a claim that can be voted on the Plan.

36. THIS COURT ORDERS that to the extent any former employee of VON East has any Claim that has not been satisfied in full by payment from the Wage Earner Protection Program, such Claim must be filed in accordance with this Claims Procedure Order. To the extent that such Claim is accepted in accordance with this Order and is not an Employee Priority Claim under the Plan, such Claim shall be the former employee's Claim for voting and distribution purposes under the Plan.

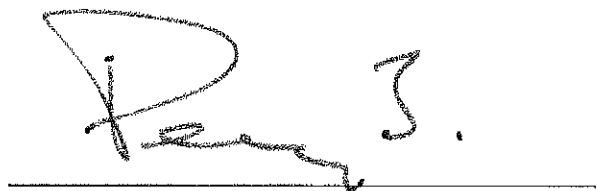
MISCELLANEOUS

37. THIS COURT HEREBY REQUESTS the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and 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 Order.

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

OCT 05 2016

PER / PAR:



SCHEDULE A

NOTICE FOR PUBLICATION

NOTICE OF CLAIMS PROCESS FOR VICTORIAN ORDER OF NURSES FOR CANADA – EASTERN REGION (“VON East”) and VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN REGION (“VON West”) pursuant to the *Companies’ Creditors Arrangement Act*

PLEASE TAKE NOTICE that on October 5, 2016, the Court issued orders (the “**Claims Procedure Orders**”), requiring that all Persons who assert a Claim(s) against VON East or VON West, and/or the Directors and/or the Officers of VON East or VON West **must file a Proof of Claim with the Monitor on or before 10:00 a.m. (Toronto time) on October 26, 2016 (the “Pre-Filing Claims Bar Date”) or the Restructuring Claims Bar Date (as described in the Claims Procedure Orders).**

Copies of the Claims Procedure Orders and Proof of Claim Document Packages for each of VON East and VON West may be obtained from the Monitor’s website at <http://www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/v-o-n>, or by contacting the Monitor at the address listed below.

If your proof of claim is not received by the Monitor by the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable, your Claim against VON East, VON West, the Directors and Officers of VON East or the Directors and Officers of VON West will be barred and extinguished forever.

Collins Barrow Toronto Limited, Court-appointed Monitor
11 King St. W., Suite 700
Toronto, Ontario, M5H 4C7
Tel. (647) 726-0496
Fax (416) 480-2646

Attention: Jeffrey Berger
E-mail: cbtlmonitor@collinsbarrow.com

DATED at Toronto, this <*> day of October, 2016.

SCHEDULE B

PROOF OF CLAIM

1. Particulars of Creditor:

- (1) Full Legal Name of Creditor:
- (2) Full Mailing Address of Creditor:
- (3) Telephone Number of Creditor:
- (4) Facsimile Number of Creditor:
- (5) E-mail Address of Creditor:
- (6) Attention (Contact Person):

2. Particulars of Original Creditor from Whom You Acquired Claim, if Applicable:

- (1) Have you acquired this Claim by assignment?

Yes [] No []

(if yes, attach documents evidencing assignment)

- (2) Full Legal Name of original creditor(s):

3. Claim:

I,, [*name of Creditor or authorized representative of the Creditor*], do hereby certify that I am the Creditor/hold the position of of the Creditor and have knowledge of all the circumstances connected with the Claim described herein; and

The Creditor makes the following Claim against Victorian Order Of Nurses For Canada – Eastern Region and/or the Directors/Officers of Victorian Order Of Nurses For Canada – Eastern Region:

Nature of Claim	Claim Amount	Claim as at
Pre-Filing Claim		November 25, 2015
Restructuring Claim		
Priority Claim		November 25, 2015
Secured Claim		November 25, 2015
Director/Officer Claim		October 5, 2016

4. Particulars of Claim:

The particulars of the undersigned's total Claim are attached.

(Attach a schedule setting forth full particulars of the Claim(s) against VON East and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim(s), name of any guarantor(s) which has guaranteed the Claim(s), and amount of Claim(s) allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by VON East to the Creditor or title retention arrangement with VON East and estimated value of such security or title retention arrangement).

THIS PROOF OF CLAIM MUST BE RETURNED TO AND RECEIVED BY THE MONITOR BY 10:00 A.M. (TORONTO TIME) ON THE CLAIMS BAR DATE (FOR PRE-FILING CLAIMS, OCTOBER 26, 2016) AT THE FOLLOWING ADDRESS:

COLLINS BARROW TORONTO LIMITED
11 King Street West, Suite 700
PO Box 27
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtlmonitor@collinsbarrow.com

DATED at this day of, 2016.

Witnessed by:

[If Creditor is individual]

(sign) _____

Print Name

[If Creditor is corporation]

[Print name of Creditor]

Per: *(sign)* _____
Authorized Signing Officer

SCHEDULE C

INSTRUCTION LETTER

Pursuant to an Order of the Ontario Superior Court of Justice dated October 5, 2016, (the "**Claims Procedure Order**"), Victorian Order Of Nurses For Canada – Eastern Region ("**VON East**") has been authorized to conduct a claims procedure. A copy of the Claims Procedure Order is available on the Monitor's website at:

<http://www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/v-o-n>.

This Guide has been prepared to assist Persons asserting a Claim in filling out the Proof of Claim form with respect to VON East. If you have any additional questions regarding completion of the Proof of Claim form, please consult the Monitor's website or contact the Monitor at the coordinates shown below.

In the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order, the terms of the Claims Procedure Order will govern. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Claims Procedure Order.

Please note that if you have received a Claim Notice, VON East has inserted in the Claim Notice the amount VON East's records show as being owed to you for the relevant period (but excluding any Restructuring Claims and Director/Officer Claims). If you agree with the amount of the claim set out in the Claim Notice, there is nothing further you need to do to file your Pre-Filing Claim and your Pre-Filing Claim will be admitted for voting and distribution purposes at the amount set out in the Claim Notice. If you believe that VON East owes you an amount that is different from the amount included in the Claim Notice, you must follow the procedures contained in paragraph 11 of the Claims Procedure Order in connection with your Claim against VON East. If you wish to assert any Director/Officer Claim or Restructuring Claim, you must complete a Proof of Claim form in respect of such Claim even if you have received a Claim Notice.

Additional copies of the Proof of Claim form may be found at the Monitor's website address noted above. If you are completing a Proof of Claim form, please follow the instructions set out below:

Section 1 – Particulars of Creditor

- A separate Proof of Claim form must be filed by each legal entity or person asserting a Claim.
- A Person asserting a Claim shall include any and all Claims it asserts in a single Proof of Claim.
- The full legal name of the Person asserting the Claim must be provided.
- If the Person asserting the Claim operates under a different name, or names, please indicate this in a separate schedule in the supporting documentation.
- If the Claim has been assigned or transferred to another party, the steps in Section 2 must also be completed.
- Unless the Claim is assigned or transferred, all future correspondence, notices, etc. regarding the Claim will be directed to the address and contact indicated in the Proof of Claim.

Section 2 – Particulars of Original Creditor in case of Assignment

- If the holder of a Claim is the assignee of its Claim, then the steps in this Section 2 must be completed.
- The full legal name of the original creditor must be provided.
- If the assignor operates under a different name, or names, please indicate this in a separate schedule in the supporting documentation.
- Please provide particulars of assignment in a separate schedule, including a copy of any documentation governing the assignment.
- If the Monitor is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the Claim will be directed to the assignee at the address and contact indicated in the Proof of Claim.

Section 3 – Amount of Claim

- Indicate the amount VON East or the Officer(s) or Director(s) was and still is indebted to the Person asserting the Claim.

Currency, Original Currency Amount

- The amount of the Claim must be provided in the currency in which it arose.
- Indicate the appropriate currency in the Currency column.
- If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
- Claims denominated in a currency other than Canadian dollars will be converted into Canadian dollars by the Monitor using the Bank of Canada noon spot exchange rate on the Filing Date.

Restructuring

- Complete this section ONLY if the amount of the Claim against VON East arose out of the restructuring, termination, repudiation, or disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation after the Filing Date.

Priority

- Complete this section ONLY if the amount of your Claim has a right to priority pursuant to Section 136 of the Bankruptcy and Insolvency Act (Canada) (the "BIA")

or would be entitled to claim such a priority if this Proof of Claim were being filed in accordance the provisions of the BIA.

- If a priority claim is being asserted, please provide details as to the nature of the claim being asserted, and the basis for priority on which you rely.

Secured

- Complete this section **ONLY** if the Claim recorded on that line is secured. Do not complete this section if your Claim is unsecured.
- If the value of the collateral securing your Claim is less than the amount of your Claim, enter the shortfall portion on a separate line as an unsecured claim.
- Evidence supporting the security you hold must be submitted with the Proof of Claim form. Provide full particulars of the nature of the security, including the date on which the security was given and the value you attribute to the collateral securing your Claim. Attach a copy of all related security documents.

Officers and Directors

- Complete this section only if the Claim you are making is being asserted against an Officer or Director of VON East.
- You must identify the individual Officer(s) or Director(s) against whom you are asserting the Claim.

Section 4 – Particulars of Claim

- Attach to the Proof of Claim form all particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor which has guaranteed the Claim and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by VON East or any Officer or Director to the holder of the Claim and estimated value of such security and particulars of any restructuring claim.

Certification

- The person signing the Proof of Claim form should
 - be the holder of the Claim, or authorized Representative of the holder of the Claim.
 - have knowledge of all the circumstances connected with this Claim.
- By signing and submitting the Proof of Claim, the Creditor is asserting the Claim against VON East and / or the indicated Officer(s) or Director(s)

Filing of Claim

- For Persons wishing to assert a Pre-Filing Claim and/or a Director/Officer Claim, this Proof of Claim **must be received** by the Monitor by no later than 10:00 a.m. (Toronto time) on October 26, 2016 (the "**Pre-Filing Claims Bar Date**"). For Persons wishing to assert a Restructuring Claim, this Proof of Claim **must be received** by the Monitor by the later of:
 - a) in the case of Restructuring Claims arising before the date of the Claims Procedure Order, the Pre-Filing Claims Bar Date; and

- b) in the case of Restructuring Claims arising on or after the date of the Claims Procedure Order, the later of:
 - (1) the Pre-Filing Claims Bar Date; and
 - (2) 10:00 a.m. (Toronto Time) on the date that is 10 Business Days after the Monitor sends a Proof of Claim Document Package with respect to a Restructuring Claim in accordance with paragraph 8 of the Claims Procedure Order;

- Proofs of Claim should be sent by prepaid ordinary mail, registered mail, courier, personal delivery or facsimile or other electronic transmission to the following address:
Collins Barrow Toronto Limited
Court-appointed Monitor of Victorian Order Of Nurses For Canada – Eastern
Region
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496

Facsimile: (416) 480-2646

E-mail: cbtlmonitor@collinsbarrow.com

Failure to file your Proof of Claim so that it is received by the Monitor by 10:00 a.m. Toronto time on the applicable claims bar date will result in your claim being barred and you will be prevented from making or enforcing a Claim against VON East or any current or former Officer or Director of VON East. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a Creditor in these proceedings.

SCHEDULE D

NOTICE OF REVISION OR DISALLOWANCE

NOTICE OF REVISION OR DISALLOWANCE

**IN RESPECT OF CLAIMS AGAINST
VICTORIAN ORDER OF NURSES FOR CANADA – EASTERN REGION (“VON EAST”)**

Claims Reference Number: _____

To: _____

Pursuant to the Claims Procedure Order, the Monitor hereby gives you notice that the Monitor has reviewed your Proof of Claim, in consultation with VON East and where applicable any Affected Director or Officer, and has revised or disallowed all or part of your purported Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Proven Claim will be as follows:

	Amount as Submitted	Amount Allowed
Pre-Filing Claim		
Restructuring Claim		
Priority Claim		
Secured Claim		
Director/Officer Claim		
Total Claim		

Reasons for Revision or Disallowance:

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must, no later than 10:00 a.m. (prevailing time in Toronto) on the day that is seven (7) Business Days after this Notice of Revision or Disallowance is deemed to have been received by you (in accordance with paragraph 31 of the Claims Procedure Order), deliver a Notice of Dispute to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or facsimile or other electronic transmission to the following address.

Collins Barrow Toronto Limited
Court-appointed Monitor of Victorian Order Of Nurses For Canada – Eastern
Region
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtmonitor@collinsbarrow.com

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day. The form of Notice of Dispute is enclosed and can also be accessed on the Monitor's website at: <http://www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/v-o-n>.

IF YOU FAIL TO FILE A NOTICE OF DISPUTE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this ● day of ●, ●.

Collins Barrow Toronto Limited, solely in its capacity as Court-appointed Monitor of VON East, and not in its personal or corporate capacity

Per: _____

SCHEDULE E
NOTICE OF DISPUTE

NOTICE OF DISPUTE
IN RESPECT OF CLAIMS AGAINST
VICTORIAN ORDER OF NURSES FOR CANADA – EASTERN REGION (“VON EAST”)

Claims Reference Number: _____

1. Particulars of Claimant:

Full Legal Name of Claimant (include trade name, if different) (the “ Claimant ”)	
Full Mailing Address of the Claimant	
Telephone Number of the Claimant	
Email Address of the Claimant	
Facsimile Number of the Claimant	
Attention (Contact Person)	

2. Particulars of original Claimant from whom the Claim was acquired, if applicable:

Full Legal Name of original Claimant (include trade name, if different) (the “ Claimant ”)	
Full Mailing Address of the original Claimant	
Telephone Number of the original Claimant	
Email Address of the original Claimant	
Facsimile Number of the original Claimant	
Attention (Contact Person)	

Have you acquired this purported Claim by assignment?

Yes:

No:

If yes and if not already provided, attach documents evidencing assignment.

3. Dispute of Disallowance of Claim:

The Claimant hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance or the Claim Notice (as applicable) and asserts a Claim as follows:

	Currency	Amount Allowed	Amount Claimed by the Claimant
Pre-Filing Claim			
Restructuring Claim			
Priority Claim			
Secured Claim			
Director/Officer Claim (which Director/Officer Claim must have been filed in a Proof of Claim)			
Total Claim			

Reason for Dispute of Notice of Revision or Disallowance or Claim Notice:

SCHEDULE "F"

CLAIM NOTICE

TO: [NAME OF RECORDED CREDITOR]

RE: Claims Procedure Order granted October 5, 2016 in the proceedings of Victorian Order Of Nurses For Canada – Eastern Region, among others, under the *Companies' Creditors Arrangement Act* (Canada) (Court File No: CV-15-11192-00CL) (the "**Claims Procedure Order**").

In accordance with the Claims Procedure Order, Collins Barrow Toronto Limited, in its capacity as court-appointed Monitor of VON East, hereby gives you notice that your Claim (as defined in the Claims Procedure Order) against VON East is as follows:

	Currency	Amount Allowed	Amount Claimed by the Claimant
Pre-Filing Claim			
Priority Claim			
Secured Claim			
Total Claim			

This notice is provided solely for the purpose of establishing your Claims against VON East under the Claims Procedure Order and for voting and distribution purposes under the Plan (as defined in the Claims Procedure Order).

Please note that if you wish to assert any Director/Officer Claim or any Restructuring Claim (in each case, as defined in the Claims Procedure Order), such claim must be included in a separate Proof of Claim form and submitted by the Pre-Filing Claims Bar Date (as defined in the Claims Procedure Order) or the Restructuring Claims Bar Date (as defined in the Claims Procedure Order), as applicable.

In the absence of delivery of a Dispute Notice by you to the Monitor at the address set out below within fifteen (15) Business Days of delivery to you of this Claim Notice, the amounts and characterization of such amounts in this Claim Notice shall be deemed to be the amounts owing by VON East on account of all of your Claims against VON East and the characterization of such Claims as set out in this Claim Notice shall be deemed accurate.

Monitor's address information:

Collins Barrow Toronto Limited
Court-appointed Monitor of Victorian Order Of Nurses For Canada – Eastern Region
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtmonitor@collinsbarrow.com

Dated this ____ day of October, 2016

**COLLINS BARROW TORONTO LIMITED, IN ITS
CAPACITY AS COURT APPOINTED MONITOR
OF VICTORIAN ORDER OF NURSES FOR
CANADA – EASTERN REGION, AND NOT IN ITS
PERSONAL OR CORPORATE CAPACITY**

Per: _____

Name:

Title:

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

Court File No: CV-15-11192-00CL

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN REGION

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER – VON EAST

Norton Rose Fulbright Canada LLP
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200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Matthew Halpin LSUC#26208F
Tel: 613.780.8654
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Email: evan.cobb@nortonrosefulbright.com

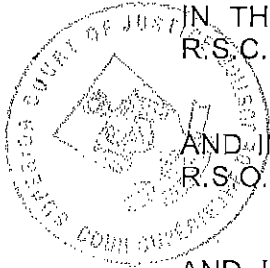
Lawyers for the Applicants

This is **Exhibit "J"** referred to in the
Affidavit of **Jo-Anne Poirier**
sworn before me, this 21st day
of **November, 2016**


A Commissioner for taking Affidavits

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.)
JUSTICE PENNY) WEDNESDAY, THE 5th
DAY OF OCTOBER, 2016



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

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF
NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF
NURSES FOR CANADA – WESTERN REGION

Applicants

CLAIMS PROCEDURE ORDER

(VON West)

THIS MOTION, made by Victorian Order Of Nurses For Canada – Western Region ("VON West"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an Order approving a claims procedure for the identification and quantification of Claims (as defined below) against (i) VON West, and (ii) any of the Directors and Officers (in each case as defined below) of VON West was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING VON West's Notice of Motion, the Affidavit of Jo-Anne Poirier, sworn September 29, 2016, the sixth report of Collins Barrow Toronto Limited (the "**Monitor**") dated October 1, 2016 (the "**Sixth Report**"), and on hearing the submissions of counsel for VON

West, the Monitor, the Board of Directors of VON West and those other parties present, no one appearing for the other parties on the Service List, although duly served as appears from the affidavit of service of Evan Cobb sworn September 30, 2016, filed:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record filed by VON West, and the Sixth Report, be and it is hereby abridged and validated such that the Motion is properly returnable today.

DEFINITIONS

2. THIS COURT ORDERS that, for the purposes of this Claims Procedure Order, the following terms shall have the following meanings:
 - (a) "**Affected Directors and Officers**" means those Directors and Officers against whom a Claim has been asserted in a Proof of Claim, and an "**Affected Director or Officer**" means any one of such Persons;
 - (b) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
 - (c) "**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
 - (d) "**Claim**" means each of:
 - a) any right of claim of any Person against VON West, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of VON West, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured,

unsecured, present, future, known, or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the 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 existing on or prior to the Filing Date (each a "Pre-Filing Claim", and collectively the "Pre-Filing Claims");

b) any right of claim of any Person against VON West in connection with any indebtedness, liability or obligation of any kind whatsoever owed by VON West to such Person arising out of the restructuring, termination, repudiation, or disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation after the Filing Date (each a "Restructuring Claim", and collectively the "Restructuring Claims"); and

c) any right of any Person against the Directors or Officers of VON West for which the Directors or Officers of VON West are by law liable to pay in their capacity as Directors or Officers or in any other capacity, in each case based in whole or in part on facts existing on or prior to the date of this Order (each a "Director/Officer Claim", and collectively the "Directors/Officers Claims");

in each case, other than an Excluded Claim (as defined below).

(e) "**Claim Notice**" means a notice in the form attached hereto as Schedule "F";

- (f) "**Claims Bar Date**" means the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable;
- (g) "**Claims Officer**" means the person or persons so designated by the Monitor and approved by the Court, or designated by the Court, as the case may be;
- (h) "**Court**" means the Ontario Superior Court of Justice (Commercial List);
- (i) "**Creditor**" means any Person having a Claim;
- (j) "**Creditors' Meeting**" means the meeting of a class of Creditors scheduled pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) granted on the date of this Order;
- (k) "**Directors**" means the directors and former directors of VON West or any Person deemed to be a director or former director of VON West by any law, and "**Director**" means any one of them;
- (l) "**Dispute Notice**" means a written notice to the Monitor, in substantially the form attached as Schedule "E" hereto, delivered to the Monitor by a Creditor who has received a Claim Notice or a Notice of Revision or Disallowance, of such Creditor's intention to dispute the Claim Notice or the Notice of Revision or Disallowance;
- (m) "**Excluded Claim**" means (i) claims secured by any of the Charges (as defined in the Initial Order); and (ii) any claim enumerated in subsections 5.1(2) and 19(2) of the CCAA; and (iii) any claim by a Director or Officer for indemnification related to a Director/Officer Claim.
- (n) "**Filing Date**" means November 25, 2015;

- (o) "**Initial Order**" means the Second Amended and Restated Initial Order of this Court dated November 25, 2015, as such Order may be supplemented, amended, restated or varied from time to time;
- (p) "**Instruction Letter**" means the instruction letter to Creditors, in substantially the form attached as Schedule "C" hereto;
- (q) "**Known Creditors**" means:
- a) those Creditors which are recorded in the records of VON West as being owed monies by VON West as of the date of this Order which monies remain unpaid in whole or in part;
 - b) any Person who commenced a legal proceeding against VON West which legal proceeding was commenced and served upon VON West prior to the Filing Date, and which proceeding is known to the Monitor; and
 - c) any Person who is party to a lease, contract, employment agreement, or other agreement or obligation of VON West which was (to the knowledge of the Monitor) restructured, terminated, repudiated, resiliated or disclaimed by VON West after the Filing Date but prior to the date of this Order;
- (r) "**Monitor**" means Collins Barrow Toronto Limited in its capacity as monitor of VON West pursuant to the Initial Order;
- (s) "**Monitor's Website**" means: <http://www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/v-o-n>.

- (t) "**Notice for Publication**" means the notice to Creditors for publication in substantially the form attached as Schedule "A" hereto;
- (u) "**Notice of Revision or Disallowance**" means a notice, in substantially the form attached as Schedule "D" hereto, advising a Creditor that the Monitor has revised or disallowed all or part of the Claim set out in the Creditor's Proof of Claim;
- (v) "**Officers**" means the officers and former officers of VON West or any Person deemed to be an officer or former officer of VON West by any law, and "**Officer**" means any one of them;
- (w) "**Person**" includes any individual, partnership, joint venture, trust, corporation, unlimited liability company, unincorporated organization, government body or agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted;
- (x) "**Plan**" means any plan of compromise or arrangement by VON West, if and when filed and approved by this Court, as revised, amended, modified or supplemented from time to time in accordance with its terms;
- (y) "**Pre-Filing Claims Bar Date**" means 10:00 a.m. (Toronto time), on October 26, 2016 or such later date as may be ordered by the Court;
- (z) "**Proof of Claim**" means the form of Proof of Claim substantially in the form attached as Schedule "B" hereto;
- (aa) "**Proof of Claim Document Package**" means a document package that includes a copy of the Instruction Letter, a Proof of Claim, a Claim Notice (In the case of a

Recorded Creditor), and such other materials as the Monitor may consider appropriate or desirable;

(bb) "**Proven Claim**" has the meaning ascribed to that term in paragraph 6 of this Order;

(cc) "**Recorded Creditor**" means a Creditor whose Pre-Filing Claim is recorded in the records of VON West as of the date of this Order and who remains unpaid;

(dd) "**Restructuring Claims Bar Date**" means:

a) in the case of Restructuring Claims arising before the date of this Order, the Pre-Filing Claims Bar Date; and

b) in the case of Restructuring Claims arising on or after the date of this Order, the later of:

(1) the Pre-Filing Claims Bar Date; and

(2) 10:00 a.m. (Toronto Time) on the date that is ten (10) Business Days after the Monitor sends a Proof of Claim Document Package and a Proof of Claim with respect to a Restructuring Claim in accordance with paragraph 8 hereof;

(ee) "**Secured Claim**" means any Claim or portion thereof that is secured by a security interest, pledge, mortgage, lien, hypothec or charge on any property of VON West, or any Claim of a "secured creditor" as defined in the CCAA, but only to the extent of the value of the security in respect of the Claim.

3. THIS COURT ORDERS that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any references 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 VON West and the Monitor are hereby authorized to request such further documentation from any Person asserting a Claim that may reasonably be required in order to determine the validity of a Claim.

MONITOR'S ROLE

5. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations pursuant to the CCAA and under the Initial Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order, and that in taking such other actions and in fulfilling such other roles, the Monitor shall have the protections given to it in the Initial Order and this Order, including without limitation the protections provided in paragraph 29 of this Order.

DETERMINATION OF PROVEN CLAIM

6. THIS COURT ORDERS that the amount and status of every Claim of a Creditor as finally determined in accordance with the forms and procedures authorized in this Order, including any determination as to the nature, amount, value, priority or validity of any Claim, including any Secured Claim (each such Claim, when finally determined, a "Proven Claim"), shall be final and binding for all purposes, including without limitation for any voting on and any distribution made to Creditors of VON West pursuant to a Plan.

NOTICE TO CREDITORS

7. THIS COURT ORDERS that:

- (a) the Monitor shall as soon as practicable following the making of this Order, post a copy of the Proof of Claim Document Package on the Monitor's Website, and send on behalf of VON West to each of the Known Creditors for which the Monitor has a mailing address a copy of the Proof of Claim Document Package;
- (b) the Monitor shall cause to be published without delay, on at least one (1) Business Day, the Notice for Publication in either the National Post (national edition) or the Globe and Mail (national edition); and
- (c) the Monitor shall, provided such request is received by the Monitor prior to the Claims Bar Date, deliver as soon as reasonably possible following receipt of a request therefore a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor and requesting such material or direct such Person to the documents posted on the Monitor's Website.

8. THIS COURT ORDERS that with respect to Restructuring Claims arising from the restructuring, termination, repudiation, or disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation on or after the date of this Order, the Monitor shall send to the counterparties to such lease, contract, or other agreement or obligation a Proof of Claim Document Package no later than five (5) Business Days following the date of the restructuring, termination, repudiation, disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation.

9. THIS COURT ORDERS that neither VON West nor the Monitor is under any obligation to give notice to or deal with any Person other than the Creditor holding a Claim, and without limitation shall have no obligation to give notice to or deal with any Person having a security interest in such Claim (including the holder of a security interest created by way of a pledge or a security interest created by way of an assignment of such Claim), and such Persons shall be bound by the Claims Bar Date and any notices given to the Creditor and any steps taken in respect of such Claim in accordance with this Order, regardless of whether such Persons received notice of same.
10. THIS COURT ORDERS that the form and substance of each of the documents in the Proof of Claim Document Package as well as the Dispute Notice, the Notice of Revision or Disallowance and the Notice for Publication, substantially in the forms attached as schedules hereto, are hereby approved. Despite the foregoing, the Monitor may from time to time make such minor changes to such forms as the Monitor deems necessary.

CREDITORS' CLAIMS

11. THIS COURT ORDERS that the Claim Notice, which shall be sent to each Recorded Creditor in accordance with paragraph 7 above, shall set out the accrued amounts (including principal and interest, if any) based on VON West's records owing by VON West to a Recorded Creditor on account of a Pre-Filing Claim. If no Dispute Notice is delivered to the Monitor by a Recorded Creditor, or deemed delivered pursuant to this Order, in respect of the Claim Notice on or before 10:00 a.m. (Toronto time) on the day that is fifteen (15) Business Days after delivery, or deemed delivery, of such Claim Notice to the Recorded Creditor pursuant to this Order, the amounts and characterization of such amounts as secured, unsecured or priority claims in the Claim Notice shall be deemed to be the amounts owing by VON West on account of all Pre-

Filing Claims of such Creditor, and the characterization of such Claims as set out in the Claim Notice shall be deemed accurate, unless the amounts and characterization of such Claims are otherwise agreed to in writing by VON West, the relevant Creditor and the Monitor, in which case such agreement shall govern.

12. THIS COURT ORDERS that:

- (a) Any Person that wishes to assert a Pre-filing Claim and does not receive a Claim Notice must deliver to the Monitor on or before the Pre-Filing Claims Bar Date a completed Proof of Claim in respect of such Claim, including all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Procedure Order;
- (b) Any Person that wishes to file a Restructuring Claim, whether or not such person receives a Claim Notice, must deliver to the Monitor on or before the Restructuring Claims Bar Date a completed Proof of Claim in respect of such Claim, together with all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Procedure Order; and
- (c) Any person that wishes to assert a Director/Officer Claim, whether or not such person receives a Claim Notice, must deliver to the Monitor on or before the Pre-Filing Claims Bar Date a completed Proof of Claim in respect of such Director/Officer Claim, together with all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Procedure Order

and, subject to Paragraph 11 above which shall apply only to Pre-Filing Claims against VON West for Creditors who receive Claim Notices, any Creditor (including a Recorded Creditor in respect of Restructuring Claims and Director/Officer Claims) that does not file

a Proof of Claim as provided for herein such that such Proof of Claim is received by the Monitor on or before the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable, (a) shall be and is hereby forever barred from making or enforcing any Claim against VON West, the Directors or Officers, or any of them and any such Claim shall be extinguished without any further act or notification by the Monitor, VON West or the Directors or Officers; (b) shall not be entitled to vote at any Creditors' Meeting in respect of a Plan or to receive any distribution thereunder; and (c) shall not be entitled to any further notice in, and shall not be entitled to participate as a creditor in, these proceedings. For greater certainty, the procedures set out in this paragraph 12 apply to any Creditor (whether or not such Creditor has received a Claim Notice) in respect of any Director/Officer Claim or a Restructuring Claim.

PROOFS OF CLAIM

13. THIS COURT ORDERS that:

- (a) the Monitor may use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed and the Monitor may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of Proofs of Claim; and
- (b) if any Claim arose in a currency other than Canadian dollars, then the Creditor making the Claim shall complete its Proof of Claim indicating the amount of the Claim in such currency, rather than in Canadian dollars or any other currency. The Monitor shall subsequently calculate the amount of such Claim in Canadian dollars, using the Bank of Canada noon spot rate on the Filing Date, without

prejudice to the ability of VON West to utilize a different exchange rate in any Plan.

14. THIS COURT ORDERS that each Creditor (other than a Creditor that has received a Claim Notice) shall include any and all Claims it asserts against VON West or the Directors or Officers in a single Proof of Claim, provided however that where a Creditor has taken an assignment or transfer of a Claim after the Filing Date, that Creditor shall file a separate Proof of Claim for each such assigned or transferred Claim.

REVIEW OF PROOFS OF CLAIM

15. THIS COURT ORDERS that the Monitor, in consultation with VON West and where applicable any Affected Director or Officer, shall review all Proofs of Claims that are filed on or before the applicable Claims Bar Date and shall accept or disallow (in whole or in part) the amount and/or status of such Claims. At any time, the Monitor may (i) request additional information from a Creditor with respect to a Claim, (ii) request that the Creditor file a revised Proof of Claim, or (iii) attempt to resolve and settle any issue arising in respect of a Claim; *provided, however*, that a Claim that has been asserted against an Affected Director or Officer cannot be settled or accepted by the Monitor in whole or in part except (i) with the consent of the Affected Director or Officer, or on further Order of this Court, or (ii) if such Claim has been asserted against VON West and an Affected Director or Officer, on a basis that is expressly without prejudice to the Affected Director or Officer.
16. THIS COURT ORDERS that where a Claim has been accepted in writing by the Monitor, or where a Claim as set out in a Claim Notice has not been disputed by the applicable Creditor in accordance with paragraph 11 hereof, such Claim shall constitute such Creditor's Proven Claim for all purposes, including for the purposes of voting and

distribution under the Plan. For greater certainty, the only Claims that shall be Proven Claims are those Claims in respect of which the Monitor has delivered a written acceptance or those Claims set out in Claim Notices that have not been disputed by the applicable Creditor in accordance with paragraph 11 hereof.

17. THIS COURT ORDERS that where a Claim is disallowed (in whole or in part) by the Monitor, the Monitor shall deliver to the Creditor a Notice of Revision or Disallowance, attaching the form of Dispute Notice. This paragraph 17 shall not apply to Claims against VON West for which a Claim Notice has been sent to the applicable Creditor.
18. THIS COURT ORDERS that where a Notice of Revision or Disallowance relates to a Claim that has been made against a Director or Officer, a copy of the Notice of Revision or Disallowance shall also be delivered by the Monitor to the Affected Director or Officer and to counsel for the directors.
19. THIS COURT ORDERS that where a Claim has been disallowed (in whole or in part), the disallowed Claim (or disallowed portion thereof) shall not be a Proven Claim unless the Creditor has disputed the disallowance and proven the disallowed Claim (or disallowed portion thereof) in accordance with paragraphs 20 to 24 of this Order.

DISPUTE NOTICE

20. THIS COURT ORDERS that any Creditor who intends to dispute a Notice of Revision or Disallowance shall file a Dispute Notice with the Monitor as soon as reasonably possible but in any event such that such Dispute Notice shall be received by the Monitor on or before 10:00 a.m. (Toronto time) on the day that is seven (7) Business Days after the Creditor is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 31 of this Order. The filing of a Dispute Notice with the

Monitor within the seven (7) Business Day period specified in this paragraph shall constitute an application to have the amount or status of such Claim determined as set out in paragraphs 22-24 hereof. Where a Dispute Notice relates to a Claim that has been made against a Director or Officer, a copy of the Dispute Notice shall be delivered by the Monitor, promptly after receipt by the Monitor, to the Affected Director or Officer and to counsel for the directors.

21. THIS COURT ORDERS that where a Creditor that receives a Notice of Revision or Disallowance fails to file a Dispute Notice with the Monitor within the period provided therefore in paragraph 20 above, the amount and status of such Creditor's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such amount and status, if any, shall constitute such Creditor's Proven Claim, and the balance shall be deemed forever barred and extinguished.

RESOLUTION OF CLAIMS

22. THIS COURT ORDERS that as soon as practicable after the delivery of the Dispute Notice (whether pursuant to paragraph 20 above or, in the case of a Claim by a Creditor against VON West that is set out in a Claim Notice, pursuant to paragraph 11 above) to the Monitor, the Creditor and the Monitor, in consultation with VON West and, where applicable, any Affected Director or Officer, shall attempt to resolve and settle the Creditor's Claim.
23. THIS COURT ORDERS that in the event that a dispute raised in the Creditor's Dispute Notice is not settled within a time period or in a manner satisfactory to the Monitor, the Monitor may refer the dispute to a Claims Officer for determination, or in the alternative may bring the dispute before the Court for determination. If the Monitor refers the

dispute to a Claims Officer for determination, then the Claims Officer shall determine the manner, if any, in which evidence may be brought before the Claims Officer by the parties as well as any other matters, procedural or substantive, which may arise in respect of the Claim Officer's determination of a Creditor's Claim. For greater certainty, the Claims Officer may require written submissions, and may limit submissions to written submissions, at the Claims Officer's discretion.

24. THIS COURT ORDERS that the Claims Officer's determination of any Creditor's Proven Claim shall be final and binding, unless within ten (10) days of the date on which the Claims Officer's determination is deemed received by the Creditor, the Monitor, and VON West, the Creditor, VON West or the Affected Director or Officer, if applicable, has filed with this Court an appeal, by way of Notice of Motion, of the Claims Officer's determination.

NOTICE OF TRANSFEREES

25. THIS COURT ORDERS that neither VON West nor the Monitor shall be obligated to give notice to or to otherwise deal with a transferee or assignee of a Claim as the Creditor in respect thereof unless and until (i) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Monitor, and (ii) the Monitor shall have acknowledged in writing such transfer or assignment, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim, and such Claim, shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to the written acknowledgment by the Monitor of such transfer or assignment.

26. THIS COURT ORDERS that if the holder of a Claim has transferred or assigned the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and VON West and the Monitor shall in each such case not be bound to acknowledge or recognize any such transfer or assignment 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 in whole as the Creditor in respect of such Claim. Provided that a transfer or assignment of the Claim has taken place in accordance with paragraph 25 of this Order and the Monitor has acknowledged in writing such transfer or assignment, the Person last holding such Claim in whole as the Creditor in respect of such Claim may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim and the whole of such Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Order.

27. THIS COURT ORDERS that the transferee or assignee of any Claim (i) shall take the Claim subject to the rights and obligations of the transferor/assignor of the Claim, and subject to the rights of VON West or the Affected Director or Officer, as applicable, against any such transferor or assignor, including any rights of set-off against such transferor or assignor, and (ii) cannot use any transferred or assigned Claim to reduce any amount owing by the transferee or assignee to VON West, whether by way of set off, application, merger, consolidation or otherwise.

28. THIS COURT ORDERS that nothing in this Order is intended to or shall be deemed to permit, enable or authorize the transfer or assignment of a Claim or to in any way affect the validity or invalidity of any such transfer or assignment.

PROTECTIONS FOR MONITOR

29. THIS COURT ORDERS that (i) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA and the Initial Order or as an officer of this Court, including without limitation the stay of proceedings in its favour, (ii) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, except for its own wilful misconduct or gross negligence, (iii) the Monitor shall be entitled to rely on the books and records of VON West, and any information provided by VON West, all without independent investigation, and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records and information.

SERVICE AND NOTICE

30. THIS COURT ORDERS that the forms of notice to be provided in accordance with this Claims Procedure Order shall constitute good and sufficient service and delivery of notice of this Claims Procedure Order, the Pre-Filing Claims Bar Date and the Restructuring Claims Bar Date on all Persons who may be entitled to receive notice and who may assert a Claim and no other notice or service need be given or made and no other documents or material need be sent to or served upon any Person in respect of this Claims Procedure Order.

31. THIS COURT ORDERS that any notice or other communication to be given under this Order by the Monitor or VON West to a Creditor or other interested Persons, shall be in

writing and may be given by sending true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission to such Persons (i) at the address shown on the Proof of Claim filed by that Person, or (ii) if a Proof of Claim has not been filed by that Person or does not contain a valid address, then at the address as last shown on the records of VON West, and that any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by prepaid ordinary mail or by registered mail, on the fourth Business Day after mailing. Notwithstanding anything to the contrary in this Order, Notices of Disallowance shall be sent only by (i) facsimile to a number that has been provided in writing by the Creditor, (ii) email to an address that has been provided in writing by the Creditor; (iii) registered mail, or (iv) courier.

32. THIS COURT ORDERS that any notice or other communication to be given under this Order by a Creditor to the Monitor shall be in writing and will be sufficiently given only if sent by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission addressed to:

Collins Barrow Toronto Limited
Court-appointed Monitor of Victorian Order Of Nurses For Canada – Western
Region
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtlmonitor@collinsbarrow.com

Any such notice or other communication by a Creditor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day. Where

the communication is to be by way of a form attached as a Schedule to this Order, such communication shall be in substantially the form of the attached Schedule.

33. THIS COURT ORDERS that where, pursuant to this Order, consultation is to occur with any Affected Director or Officer, or where the consent of any such Affected Director or Officer is to be obtained, notice is to be given to any such Affected Director or Officer, and where such Affected Director or Officer is represented by counsel, then such consultation, notice or consent may be with, to, or obtained from, such counsel.

WEPPA SUBROGATED CLAIMS

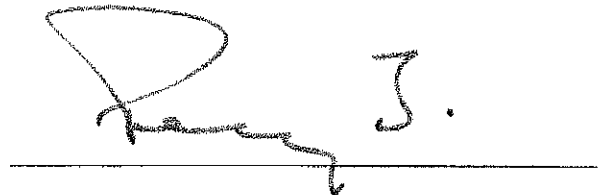
34. THIS COURT ORDERS that, for greater certainty, any claim of the Government of Canada as subrogee of a Claim of a terminated employee of VON West pursuant to Section 36 of the *Wage Earner Protection Program Act* (Canada) (a "**WEPPA Subrogated Claim**"), shall be a Claim for the purposes of this Order and shall be filed, accepted, revised, determined, barred or extinguished in accordance with the procedures set out in this Order. For this purpose, the Government of Canada shall include any and all WEPPA Subrogated Claims it asserts against VON West or the Directors or Officers in a single Proof of Claim and all such WEPPA Subrogated Claims shall constitute a single Claim for all purposes in these proceedings.
35. THIS COURT ORDERS that where a WEPPA Subrogated Claim has been accepted in writing by the Monitor, the unsecured portion of such WEPPA Subrogated Claim shall constitute the Government of Canada's Proven Claim in respect of any WEPPA Subrogated Claims for all purposes, including for the purposes of voting and distribution under the Plan. For greater certainty, the only WEPPA Subrogated Claims that shall be Proven Claims are those unsecured portions of the WEPPA Subrogated Claims in respect of which the Monitor has delivered a written acceptance of those WEPPA

Subrogated Claims and to the extent that any WEPPA Subrogated Claim would be an Excluded Claim under the Plan if such WEPPA Subrogated Claim was still held by a former employee of VON Canada, such WEPPA Subrogated Claim shall be an Excluded Claim under the Plan and that Excluded Claim (or portion of a claim that is an Excluded Claim) shall not be a claim that can be voted on the Plan.

36. THIS COURT ORDERS that to the extent any former employee of VON West has any Claim that has not been satisfied in full by payment from the Wage Earner Protection Program, such Claim must be filed in accordance with this Claims Procedure Order. To the extent that such Claim is accepted in accordance with this Order and is not an Employee Priority Claim under the Plan, such Claim shall be the former employee's Claim for voting and distribution purposes under the Plan.

MISCELLANEOUS

37. THIS COURT HEREBY REQUESTS the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and 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 Order.



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

OCT 05 2016

SCHEDULE A

NOTICE FOR PUBLICATION

NOTICE OF CLAIMS PROCESS FOR VICTORIAN ORDER OF NURSES FOR CANADA – EASTERN REGION (“VON East”) and VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN REGION (“VON West”) pursuant to the *Companies’ Creditors Arrangement Act*

PLEASE TAKE NOTICE that on October 5, 2016, the Court issued orders (the “**Claims Procedure Orders**”), requiring that all Persons who assert a Claim(s) against VON East or VON West, and/or the Directors and/or the Officers of VON East or VON West **must file a Proof of Claim with the Monitor on or before 10:00 a.m. (Toronto time) on October 26, 2016 (the “Pre-Filing Claims Bar Date”) or the Restructuring Claims Bar Date (as described in the Claims Procedure Orders).**

Copies of the Claims Procedure Orders and Proof of Claim Document Packages for each of VON East and VON West may be obtained from the Monitor’s website at <http://www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/v-o-n>, or by contacting the Monitor at the address listed below.

If your proof of claim is not received by the Monitor by the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable, your Claim against VON East, VON West, the Directors and Officers of VON East or the Directors and Officers of VON West will be barred and extinguished forever.

Collins Barrow Toronto Limited, Court-appointed Monitor
11 King St. W., Suite 700
Toronto, Ontario M5H 4C7
Tel. (647) 726-0496
Fax (416) 480-2646
Attention: Jeffrey Berger
E-mail: cbtmonitor@collinsbarrow.com

DATED at Toronto, this <*> day of October, 2016.

SCHEDULE B

PROOF OF CLAIM

1. Particulars of Creditor:

- (1) Full Legal Name of Creditor:
- (2) Full Mailing Address of Creditor:
- (3) Telephone Number of Creditor:
- (4) Facsimile Number of Creditor:
- (5) E-mail Address of Creditor:
- (6) Attention (Contact Person):

2. Particulars of Original Creditor from Whom You Acquired Claim, if Applicable:

- (1) Have you acquired this Claim by assignment?

Yes [] No []

(if yes, attach documents evidencing assignment)

- (2) Full Legal Name of original creditor(s):

3. Claim:

I,, [*name of Creditor or authorized representative of the Creditor*], do hereby certify that I am the Creditor/hold the position of of the Creditor and have knowledge of all the circumstances connected with the Claim described herein; and

The Creditor makes the following Claim against Victorian Order Of Nurses For Canada – Western Region and/or the Directors/Officers of Victorian Order Of Nurses For Canada – Western Region:

Nature of Claim	Claim Amount	Claim as at
Pre-Filing Claim		November 25, 2015
Restructuring Claim		
Priority Claim		November 25, 2015
Secured Claim		November 25, 2015
Director/Officer Claim		October 5, 2016

4. Particulars of Claim:

The particulars of the undersigned's total Claim are attached.

(Attach a schedule setting forth full particulars of the Claim(s) against VON West and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim(s), name of any guarantor(s) which has guaranteed the Claim(s), and amount of Claim(s) allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by VON West to the Creditor or title retention arrangement with VON West and estimated value of such security or title retention arrangement).

THIS PROOF OF CLAIM MUST BE RETURNED TO AND RECEIVED BY THE MONITOR BY 10:00 A.M. (TORONTO TIME) ON THE CLAIMS BAR DATE (FOR PRE-FILING CLAIMS, OCTOBER 26, 2016) AT THE FOLLOWING ADDRESS:

COLLINS BARROW TORONTO LIMITED
11 King Street West, Suite 700
PO Box 27
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtlmonitor@collinsbarrow.com

DATED at this day of, 2016.

Witnessed by:

[If Creditor is individual]

(sign)

Print Name

[If Creditor is corporation]

[Print name of Creditor]

Per: *(sign)*

Authorized Signing Officer

SCHEDULE C
INSTRUCTION LETTER

Pursuant to an Order of the Ontario Superior Court of Justice dated October 5, 2016, (the "Claims Procedure Order"), Victorian Order Of Nurses For Canada – Western Region ("VON West") has been authorized to conduct a claims procedure. A copy of the Claims Procedure Order is available on the Monitor's website at:

<http://www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/v-o-n>.

This Guide has been prepared to assist Persons asserting a Claim in filling out the Proof of Claim form with respect to VON West. If you have any additional questions regarding completion of the Proof of Claim form, please consult the Monitor's website or contact the Monitor at the coordinates shown below.

In the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order, the terms of the Claims Procedure Order will govern. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Claims Procedure Order.

Please note that if you have received a Claim Notice, VON West has inserted in the Claim Notice the amount VON West's records show as being owed to you for the relevant period (but excluding any Restructuring Claims and Director/Officer Claims). If you agree with the amount of the claim set out in the Claim Notice, there is nothing further you need to do to file your Pre-Filing Claim and your Pre-Filing Claim will be admitted for voting and distribution purposes at the amount set out in the Claim Notice. If you believe that VON West owes you an amount that is different from the amount included in the Claim Notice, you must follow the procedures contained in paragraph 11 of the Claims Procedure Order in connection with your Claim against VON West. If you wish to assert any Director/Officer Claim or Restructuring Claim, you must complete a Proof of Claim form in respect of such Claim even if you have received a Claim Notice.

Additional copies of the Proof of Claim form may be found at the Monitor's website address noted above. If you are completing a Proof of Claim form, please follow the instructions set out below:

Section 1 – Particulars of Creditor

- A separate Proof of Claim form must be filed by each legal entity or person asserting a Claim.
- A Person asserting a Claim shall include any and all Claims it asserts in a single Proof of Claim.
- The full legal name of the Person asserting the Claim must be provided.
- If the Person asserting the Claim operates under a different name, or names, please indicate this in a separate schedule in the supporting documentation.
- If the Claim has been assigned or transferred to another party, the steps in Section 2 must also be completed.
- Unless the Claim is assigned or transferred, all future correspondence, notices, etc. regarding the Claim will be directed to the address and contact indicated in the Proof of Claim.

Section 2 – Particulars of Original Creditor in case of Assignment

- If the holder of a Claim is the assignee of its Claim, then the steps in this Section 2 must be completed.
- The full legal name of the original creditor must be provided.
- If the assignor operates under a different name, or names, please indicate this in a separate schedule in the supporting documentation.
- Please provide particulars of assignment in a separate schedule, including a copy of any documentation governing the assignment.
- If the Monitor is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the Claim will be directed to the assignee at the address and contact indicated in the Proof of Claim.

Section 3 – Amount of Claim

- Indicate the amount VON West or the Officer(s) or Director(s) was and still is indebted to the Person asserting the Claim.

Currency, Original Currency Amount

- The amount of the Claim must be provided in the currency in which it arose.
- Indicate the appropriate currency in the Currency column.
- If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
- Claims denominated in a currency other than Canadian dollars will be converted into Canadian dollars by the Monitor using the Bank of Canada noon spot exchange rate on the Filing Date.

Restructuring

- Complete this section ONLY if the amount of the Claim against VON West arose out of the restructuring, termination, repudiation, or disclaimer or breach of any lease, contract, employment agreement or other agreement or obligation after the Filing Date.

Priority

- Complete this section ONLY if the amount of your Claim has a right to priority pursuant to Section 136 of the Bankruptcy and Insolvency Act (Canada) (the "BIA")

or would be entitled to claim such a priority if this Proof of Claim were being filed in accordance the provisions of the BIA.

- If a priority claim is being asserted, please provide details as to the nature of the claim being asserted, and the basis for priority on which you rely.

Secured

- Complete this section **ONLY** if the Claim recorded on that line is secured. Do not complete this section if your Claim is unsecured.
- If the value of the collateral securing your Claim is less than the amount of your Claim, enter the shortfall portion on a *separate* line as an unsecured claim.
- Evidence supporting the security you hold must be submitted with the Proof of Claim form. Provide full particulars of the nature of the security, including the date on which the security was given and the value you attribute to the collateral securing your Claim. Attach a copy of all related security documents.

Officers and Directors

- Complete this section only if the Claim you are making is being asserted against an Officer or Director of VON West.
- You must identify the individual Officer(s) or Director(s) against whom you are asserting the Claim.

Section 4 – Particulars of Claim

- Attach to the Proof of Claim form all particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor which has guaranteed the Claim and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by VON West or any Officer or Director to the holder of the Claim and estimated value of such security and particulars of any restructuring claim.

Certification

- The person signing the Proof of Claim form should
 - be the holder of the Claim, or authorized Representative of the holder of the Claim.
 - have knowledge of all the circumstances connected with this Claim.
- By signing and submitting the Proof of Claim, the Creditor is asserting the Claim against VON West and / or the indicated Officer(s) or Director(s)

Filing of Claim

- For Persons wishing to assert a Pre-Filing Claim and/or a Director/Officer Claim, this Proof of Claim **must be received** by the Monitor by no later than 10:00 a.m. (Toronto time) on October 26, 2016 (the "**Pre-Filing Claims Bar Date**"). For Persons wishing to assert a Restructuring Claim, this Proof of Claim **must be received** by the Monitor by the later of:
 - a) in the case of Restructuring Claims arising before the date of the Claims Procedure Order, the Pre-Filing Claims Bar Date; and

b) in the case of Restructuring Claims arising on or after the date of the Claims Procedure Order, the later of:

- (1) the Pre-Filing Claims Bar Date; and
- (2) 10:00 a.m. (Toronto Time) on the date that is 10 Business Days after the Monitor sends a Proof of Claim Document Package with respect to a Restructuring Claim in accordance with paragraph 8 of the Claims Procedure Order;

- Proofs of Claim should be sent by prepaid ordinary mail, registered mail, courier, personal delivery or facsimile or other electronic transmission to the following address:

Collins Barrow Toronto Limited
Court-appointed Monitor of Victorian Order Of Nurses For Canada – Western
Region
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496

Facsimile: (416) 480-2646

E-mail: cbtlmonitor@collinsbarrow.com

Failure to file your Proof of Claim so that it is received by the Monitor by 10:00 a.m. Toronto time on the applicable claims bar date will result in your claim being barred and you will be prevented from making or enforcing a Claim against VON West or any current or former Officer or Director of VON West. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a Creditor in these proceedings.

SCHEDULE D

NOTICE OF REVISION OR DISALLOWANCE

NOTICE OF REVISION OR DISALLOWANCE

IN RESPECT OF CLAIMS AGAINST
VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN REGION (“VON WEST”)

Claims Reference Number: _____

To: _____

Pursuant to the Claims Procedure Order, the Monitor hereby gives you notice that the Monitor has reviewed your Proof of Claim, in consultation with VON West and where applicable any Affected Director or Officer, and has revised or disallowed all or part of your purported Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Proven Claim will be as follows:

	Amount as Submitted	Amount Allowed
Pre-Filing Claim		
Restructuring Claim		
Priority Claim		
Secured Claim		
Director/Officer Claim		
Total Claim		

Reasons for Revision or Disallowance:

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must, no later than 10:00 a.m. (prevailing time in Toronto) on the day that is seven (7) Business Days after this Notice of Revision or Disallowance is deemed to have been received by you (in accordance with paragraph 31 of the Claims Procedure Order), deliver a Notice of Dispute to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or facsimile or other electronic transmission to the following address.

Collins Barrow Toronto Limited
Court-appointed Monitor of Victorian Order Of Nurses For Canada – Western
Region
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtlmonitor@collinsbarrow.com

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day. The form of Notice of Dispute is enclosed and can also be accessed on the Monitor's website at: <http://www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/v-o-n>.

IF YOU FAIL TO FILE A NOTICE OF DISPUTE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this ● day of ●, ●.

Collins Barrow Toronto Limited, solely in its capacity as Court-appointed Monitor of VON West, and not in its personal or corporate capacity

Per: _____

SCHEDULE E
NOTICE OF DISPUTE

NOTICE OF DISPUTE
IN RESPECT OF CLAIMS AGAINST
VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN REGION (“VON WEST”)

Claims Reference Number: _____

1. Particulars of Claimant:

Full Legal Name of Claimant (include trade name, if different) (the “Claimant”)	
Full Mailing Address of the Claimant	
Telephone Number of the Claimant	
Email Address of the Claimant	
Facsimile Number of the Claimant	
Attention (Contact Person)	

2. Particulars of original Claimant from whom the Claim was acquired, if applicable:

Full Legal Name of original Claimant (include trade name, if different) (the “Claimant”)	
Full Mailing Address of the original Claimant	
Telephone Number of the original Claimant	
Email Address of the original Claimant	
Facsimile Number of the original Claimant	
Attention (Contact Person)	

Have you acquired this purported Claim by assignment?

Yes:

No:

If yes and if not already provided, attach documents evidencing assignment.

3. Dispute of Disallowance of Claim:

The Claimant hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance or the Claim Notice (as applicable) and asserts a Claim as follows:

	Currency	Amount Allowed	Amount Claimed by the Claimant
Pre-Filing Claim			
Restructuring Claim			
Priority Claim			
Secured Claim			
Director/Officer Claim (which Director/Officer Claim must have been filed in a Proof of Claim)			
Total Claim			

Reason for Dispute of Notice of Revision or Disallowance or Claim Notice:

SCHEDULE "F"

CLAIM NOTICE

TO: [NAME OF RECORDED CREDITOR]

RE: Claims Procedure Order granted October 5, 2016 in the proceedings of Victorian Order Of Nurses For Canada – Western Region, among others, under the *Companies' Creditors Arrangement Act* (Canada) (Court File No: CV-15-11192-00CL) (the "Claims Procedure Order").

In accordance with the Claims Procedure Order, Collins Barrow Toronto Limited, in its capacity as court-appointed Monitor of VON West, hereby gives you notice that your Claim (as defined in the Claims Procedure Order) against VON West is as follows:

	Currency	Amount Allowed	Amount Claimed by the Claimant
Pre-Filing Claim			
Priority Claim			
Secured Claim			
Total Claim			

This notice is provided solely for the purpose of establishing your Claims against VON West under the Claims Procedure Order and for voting and distribution purposes under the Plan (as defined in the Claims Procedure Order).

Please note that if you wish to assert any Director/Officer Claim or any Restructuring Claim (in each case, as defined in the Claims Procedure Order), such claim must be included in a separate Proof of Claim form and submitted by the Pre-Filing Claims Bar Date (as defined in the Claims Procedure Order) or the Restructuring Claims Bar Date (as defined in the Claims Procedure Order), as applicable.

In the absence of delivery of a Dispute Notice by you to the Monitor at the address set out below within fifteen (15) Business Days of delivery to you of this Claim Notice, the amounts and characterization of such amounts in this Claim Notice shall be deemed to be the amounts owing by VON West on account of all of your Claims against VON West and the characterization of such Claims as set out in this Claim Notice shall be deemed accurate.

Monitor's address information:

Collins Barrow Toronto Limited
Court-appointed Monitor of Victorian Order Of Nurses For Canada – Western Region
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtlmonitor@collinsbarrow.com

Dated this ____ day of October, 2016

**COLLINS BARROW TORONTO LIMITED, IN ITS
CAPACITY AS COURT APPOINTED MONITOR
OF VICTORIAN ORDER OF NURSES FOR
CANADA – WESTERN REGION, AND NOT IN ITS
PERSONAL OR CORPORATE CAPACITY**

Per: _____

Name:

Title:

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

Court File No: CV-15-11192- 00CL

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN REGION

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER – VON WEST

Norton Rose Fulbright Canada LLP
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200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

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Email: matthew.halpin@nortonrosefulbright.com

Evan Cobb LSUC#55787N
Tel: 416.216.1929
Fax: 416.216.3930
Email: evan.cobb@nortonrosefulbright.com

Lawyers for the Applicants

This is **Exhibit "K"** referred to in the

Affidavit of **Jo-Anne Poirier**

sworn before me, this 21st day

of **November, 2016**


A Commissioner for taking Affidavits

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.)
JUSTICE PENNY) WEDNESDAY, THE 5th
)
) DAY OF OCTOBER, 2016



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

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF
NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF
NURSES FOR CANADA – WESTERN REGION

Applicants

CLAIMS PROCEDURE ORDER – WEPPA SUBROGATED CLAIMS

THIS MOTION, made by Victorian Order Of Nurses For Canada ("**VON Canada**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order approving a claims procedure for the identification and quantification of WEPPA Subrogated Claims (as defined in the Stay Extension and Claims Procedure Order granted on February 24, 2016 in these proceedings (the "**Claims Procedure Order**")) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING VON Canada's Notice of Motion, the Affidavit of Jo-Anne Poirier, sworn September 29, 2016, the fourth report of Collins Barrow Toronto Limited (the "**Monitor**") dated October 1, 2016 (the "**Fourth Report**"), and on hearing the submissions of counsel for VON Canada, the Monitor, the Board of Directors of VON Canada and those

other parties present, no one appearing for the other parties on the Service List, although duly served as appears from the affidavit of service of Evan Cobb sworn September 30, 2016, filed:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record filed by VON Canada, and the Fourth Report, be and it is hereby abridged and validated such that the Motion is properly returnable today.

DEFINITIONS

2. THIS COURT ORDERS that all capitalized terms not otherwise defined in this Order shall have the meanings given to them in the Claims Procedure Order.
3. THIS COURT ORDERS that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any references to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day, unless otherwise indicated herein.

DOCUMENTATION

4. THIS COURT ORDERS that VON Canada and the Monitor are hereby authorized to request such further documentation from the Person asserting a WEPPA Subrogated Claim that may reasonably be required in order to determine the validity of that WEPPA Subrogated Claim.

MONITOR'S ROLE

5. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations pursuant to the CCAA and under the Initial Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order, and that in taking such other actions and in fulfilling such other roles, the Monitor shall have the protections given to it in the Initial Order and this Order, including without limitation the protections provided in paragraph 24 of this Order.

DETERMINATION OF PROVEN CLAIM

6. THIS COURT ORDERS that the amount and status of every WEPPA Subrogated Claim as finally determined in accordance with the forms and procedures authorized in this Order, including any determination as to the nature, amount, value, priority or validity of such WEPPA Subrogated Claim (each such Claim, when finally determined, a "**Proven Claim**"), shall be final and binding for all purposes, including without limitation for any voting on and any distribution made to Creditors of VON Canada pursuant to a Plan.

NOTICE

7. THIS COURT ORDERS that the Monitor shall as soon as practicable following the making of this Order, send on behalf of VON Canada to Employment and Social Development Canada, on behalf of the Government of Canada in respect of its WEPPA Subrogated Claims, if any, a copy of the Proof of Claim Document Package, amended as necessary in accordance with Paragraph 9 of this Order.

8. THIS COURT ORDERS that neither VON Canada nor the Monitor is under any obligation to give notice to or deal with any Person other than the Government of Canada in respect of a WEPPA Subrogated Claim.
9. THIS COURT ORDERS that the form and substance of each of the documents in the Proof of Claim Document Package as well as the Dispute Notice, and the Notice of Revision or Disallowance, substantially in the forms attached as schedules attached to the Claims Procedure Order with such modifications as are deemed by the Monitor to be necessary to reflect the applicable bar dates and deadline dates set out in this Order, are hereby approved for use in connection with all WEPPA Subrogated Claims. Despite the foregoing, the Monitor may from time to time make such minor changes to such forms as the Monitor deems necessary to address the fact that the Government of Canada is the sole Creditor that is the subject of this Order and that the only Claims that are the subject of this Order are the WEPPA Subrogated Claims.

WEPPA SUBROGATED CLAIMS

10. THIS COURT ORDERS that if the Government of Canada wishes to assert a WEPPA Subrogated Claim against VON Canada or any Director or Officer it must deliver to the Monitor on or before 10 a.m. (Toronto time) on October 26, 2016 a completed Proof of Claim in respect of such WEPPA Subrogated Claim, including all relevant supporting documentation in respect of such WEPPA Subrogated Claim, in the manner set out in the Claims Procedure Order.
11. THIS COURT ORDERS that if the Government of Canada does not file a Proof of Claim as provided for herein in respect of a WEPPA Subrogated Claim such that such Proof of Claim is received by the Monitor on or before 10 a.m. (Toronto time) on

October 26, 2016 identifying the Government of Canada's WEPPA Subrogated Claim against VON Canada, the Government of Canada: (a) shall be and is hereby forever barred from making or enforcing such WEPPA Subrogated Claim against VON Canada and any such WEPPA Subrogated Claim against VON Canada shall be extinguished without any further act or notification by the Monitor or VON Canada; and (b) shall not be entitled to vote at any Creditors' Meeting in respect of a Plan or to receive any distribution thereunder in respect of such WEPPA Subrogated Claim and shall not be entitled to any further notice in, and shall not be entitled to participate as a creditor in, these proceedings in respect of such WEPPA Subrogated Claim.

12. THIS COURT ORDERS that if the Government of Canada does not file a Proof of Claim as provided for herein in respect of a WEPPA Subrogated Claim such that such Proof of Claim is received by the Monitor on or before 10 a.m. (Toronto time) on October 26, 2016 identifying the Government of Canada's WEPPA Subrogated Claim against a Director or Officer, the Government of Canada: (a) shall be and is hereby forever barred from making or enforcing such WEPPA Subrogated Claim against such Director or Officer and any such WEPPA Subrogated Claim against such Director or Officer shall be extinguished without any further act or notification by the Monitor or VON Canada; and (b) shall not be entitled to any further notice in, and shall not be entitled to participate as a creditor in, these proceedings in respect of such WEPPA Subrogated Claim.

PROOFS OF CLAIM

13. THIS COURT ORDERS that:
 - (a) the Monitor may use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed and the Monitor may, where it is satisfied that a Claim has been

adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of Proofs of Claim; and

- (b) if any Claim arose in a currency other than Canadian dollars, then the Government of Canada shall complete its Proof of Claim indicating the amount of the Claim in such currency, rather than in Canadian dollars or any other currency. The Monitor shall subsequently calculate the amount of such Claim in Canadian dollars, using the Bank of Canada noon spot rate on the Filing Date, without prejudice to the ability of VON Canada to utilize a different exchange rate in any Plan.

- 14. THIS COURT ORDERS that the Government of Canada shall include any and all WEPPA Subrogated Claims it asserts against VON Canada or the Directors or Officers in a single Proof of Claim and all such WEPPA Subrogated Claims shall constitute a single Claim for all purposes in these proceedings.

REVIEW OF PROOFS OF CLAIM

- 15. THIS COURT ORDERS that the Monitor, in consultation with VON Canada and where applicable any Affected Director or Officer, shall review all Proofs of Claims that are filed on or before 10 a.m. (Toronto time) on October 26, 2016 asserting WEPPA Subrogated Claims and shall accept or disallow (in whole or in part) the amount and/or status of such WEPPA Subrogated Claims. At any time, the Monitor may (i) request additional information from the Government of Canada with respect to a WEPPA Subrogated Claim, (ii) request that the Government of Canada file a revised Proof of Claim, or (iii) attempt to resolve and settle any issue arising in respect of a WEPPA Subrogated Claim; *provided, however*, that a WEPPA

Subrogated Claim that has been asserted against an Affected Director or Officer cannot be settled or accepted by the Monitor in whole or in part except (i) with the consent of the Affected Director or Officer, or on further Order of this Court, or (ii) if such Claim has been asserted against VON Canada and an Affected Director or Officer, on a basis that is expressly without prejudice to the Affected Director or Officer.

16. THIS COURT ORDERS that where a WEPPA Subrogated Claim has been accepted in writing by the Monitor, the unsecured portion of such WEPPA Subrogated Claim shall constitute the Government of Canada's Proven Claim in respect of any WEPPA Subrogated Claims for all purposes, including for the purposes of voting and distribution under the Plan. For greater certainty, the only WEPPA Subrogated Claims that shall be Proven Claims are those unsecured portions of the WEPPA Subrogated Claims in respect of which the Monitor has delivered a written acceptance of those WEPPA Subrogated Claims and to the extent that any WEPPA Subrogated Claim would be an Excluded Claim under the Plan if such WEPPA Subrogated Claim was still held by a former employee of VON Canada, such WEPPA Subrogated Claim shall be an Excluded Claim under the Plan and that Excluded Claim (or portion of a claim that is an Excluded Claim) shall not be a Claim that can be voted on the Plan.
17. THIS COURT ORDERS that where a WEPPA Subrogated Claim is disallowed (in whole or in part) by the Monitor, the Monitor shall deliver to the Government of Canada a Notice of Revision or Disallowance, attaching the form of Dispute Notice. Where a Notice of Revision or Disallowance relates to a WEPPA Subrogated Claim that has been made against a Director or Officer, a copy of the Notice of Revision or

Disallowance shall also be delivered by the Monitor to the Affected Director or Officer and to counsel for the directors.

18. THIS COURT ORDERS that where a WEPPA Subrogated Claim has been disallowed (in whole or in part), the disallowed WEPPA Subrogated Claim (or disallowed portion thereof) shall not be a Proven Claim unless the Government of Canada has disputed the disallowance and proven the disallowed WEPPA Subrogated Claim (or disallowed portion thereof) in accordance with paragraphs 20 and 21 of this Order.

EMPLOYEE CLAIMS

19. THIS COURT ORDERS that to the extent any former employee of VON Canada has filed any Claim that (i) has been accepted in accordance with the Claims Procedure Order; (ii) has not been satisfied in full by payment from the Wage Earner Protection Program; and (iii) is not an Employee Priority Claim under the Plan, such Claim shall be the former employee's Claim for voting and distribution purposes under the Plan.

DISPUTE NOTICE

20. THIS COURT ORDERS that if the Government of Canada intends to dispute a Notice of Revision or Disallowance in respect of a WEPPA Subrogated Claim, it shall file a Dispute Notice with the Monitor as soon as reasonably possible but in any event such Dispute Notice shall be received by the Monitor on or before 4:00 p.m. (Toronto time) on the day that is seven (7) Business Days after the Government of Canada is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 26 of this Order. The filing of a Dispute Notice with the Monitor within the seven (7) Business Day period specified in this paragraph shall constitute an application to have the amount or status of such Claim determined as set out in

paragraphs 22 and 23 hereof. Where a Dispute Notice relates to a Claim that has been made against a Director or Officer, a copy of the Dispute Notice shall be delivered by the Monitor, promptly after receipt by the Monitor, to the Affected Director or Officer and to counsel for the directors.

21. THIS COURT ORDERS that where the Government of Canada receives a Notice of Revision or Disallowance in respect of a WEPPA Subrogated Claim and fails to file a Dispute Notice with the Monitor within the period provided therefore in paragraph 20 above, the amount and status of such Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such amount and status, if any, shall constitute the Government of Canada's Proven Claim in respect of all WEPPA Subrogated Claims, and the balance shall be deemed forever barred and extinguished.

RESOLUTION OF CLAIMS

22. THIS COURT ORDERS that as soon as practicable after the delivery of the Dispute Notice pursuant to paragraph 20 above to the Monitor, the Government of Canada and the Monitor, in consultation with VON Canada and, where applicable, any Affected Director or Officer, shall attempt to resolve and settle the Claim.
23. THIS COURT ORDERS that in the event that a dispute raised in the Government of Canada's Dispute Notice in respect of a WEPPA Subrogated Claim is not settled within a time period or in a manner satisfactory to the Monitor, the Monitor shall bring the dispute before the Court for determination.

PROTECTIONS FOR MONITOR

24. THIS COURT ORDERS that (i) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA and the Initial Order or as an officer of this Court, including without limitation the stay of proceedings in its favour, (ii) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, except for its own wilful misconduct or gross negligence, (iii) the Monitor shall be entitled to rely on the books and records of VON Canada, and any information provided by VON Canada, all without independent investigation, and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records and information.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the forms of notice to be provided in accordance with this Order shall constitute good and sufficient service and delivery of notice of this Order and all applicable bar dates on the Government of Canada and no other notice or service need be given or made and no other documents or material need be sent to or served upon any Person in respect of this Order.
26. THIS COURT ORDERS that any notice or other communication to be given under this Order by the Monitor or VON Canada to the Government of Canada or other interested Persons, shall be in writing and may be given by sending true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission to such Persons (i) at the address shown on the Proof of Claim filed by that Person, or (ii) if a Proof of Claim has not been filed by that Person or does not contain a valid address, then at the address as last shown on the

records of VON Canada, and that any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by prepaid ordinary mail or by registered mail, on the fourth Business Day after mailing. Notwithstanding anything to the contrary in this Order, Notices of Revision or Disallowance shall be sent only by (i) facsimile to a number that has been provided in writing by the Government of Canada, (ii) email to an address that has been provided in writing by the Government of Canada; (iii) registered mail, or (iv) courier.

27. THIS COURT ORDERS that any notice or other communication to be given under this Order by the Government of Canada to the Monitor shall be in writing and will be sufficiently given only if sent by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission addressed to:

Collins Barrow Toronto Limited
Court-appointed Monitor of Victorian Order Of Nurses For Canada
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbltmonitor@collinsbarrow.com

Any such notice or other communication by the Government of Canada shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day. Where the communication is to be by way of a form attached as a Schedule to the Claims Procedure Order, such communication shall be in substantially the form of such Schedule.

28. THIS COURT ORDERS that where, pursuant to this Order, consultation is to occur with any Affected Director or Officer, or where the consent of any such Affected Director or Officer is to be obtained, notice is to be given to any such Affected Director or Officer, and where such Affected Director or Officer is represented by counsel, then such consultation, notice or consent may be with, to, or obtained from, such counsel.


MISCELLANEOUS

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and 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 Order.

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

OCT 05 2016

PER / PAR:



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

Court File No: CV-15-11192- 00CL

AND IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR CANADA, ET AL.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**CLAIMS PROCEDURE ORDER – WEPPA
SUBROGATED CLAIMS**

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Evan Cobb LSUC #55787N
Tel: 416.216.1929
Fax: 416.216.3930
Email: evan.cobb@nortonrosefulbright.com

Lawyers for the Applicants

This is **Exhibit "L"** referred to in the

Affidavit of **Jo-Anne Poirier**

sworn before me, this 21ST day

of **November, 2016**


A Commissioner for taking Affidavits

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

THE HONOURABLE MR.)
JUSTICE PENNY)
WEDNESDAY, THE 5th
DAY OF OCTOBER, 2016

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

AND IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE
ACT, R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER
OF NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER
OF NURSES FOR CANADA – WESTERN REGION

Applicants



**MEETING ORDER
(VON East)**

THIS MOTION made by Victorian Order Of Nurses For Canada – Eastern Region ("VON East") for an Order granting the relief set out in the Notice of Motion of Victorian Order of Nurses For Canada – Western Region and VON East, including *inter alia*:

- a) abridging, if necessary, the time for service of the Notice of Motion herein and dispensing with further service thereof;
- b) authorizing VON East to file with the Court a plan of compromise or arrangement of VON East under the *Companies' Creditors Arrangement Act* (the "CCAA");

- c) authorizing and directing VON East to call, hold and conduct a meeting (the "**Meeting**" as more particularly defined in paragraph 14 hereof) of a single class of affected creditors to consider and vote upon a resolution to approve the plan of compromise or arrangement filed by VON East;
- d) approving the procedures to be followed for the calling, holding and conduct of the Meeting; and
- e) granting such further relief as the Applicants may request and this Court shall permit,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Jo-Anne Poirier, sworn September 29, 2016 (the "**Poirier Affidavit**"), the fifth report of Collins Barrow Toronto Limited (the "**Monitor**") dated October 1, 2016 (the "**Fifth Report**"), filed, and on hearing the submissions of counsel for VON East and the Monitor, no one appearing for any other person although duly served as appears from the affidavit of service of Evan Cobb sworn September 30, 2016,

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the draft Plan of Compromise or Arrangement of VON East,

which is included in Exhibit "C" to the Poirier Affidavit (as it may be amended, supplemented or restated in accordance with its terms, the "Plan").

MONITOR'S ROLE

3. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under (i) the CCAA; (ii) the Initial Order; and (iii) the Claims Procedure Order dated October 5, 2016 (the "**Claims Procedure Order**"), is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Meeting Order.

4. **THIS COURT ORDERS** that: (i) in carrying out the terms of this Meeting Order, the Monitor shall have all the protections given to it by the CCAA, the Initial Order, the Claims Procedure Order, or as an officer of the Court, including the stay of proceedings in its favour; (ii) the Monitor shall use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms in this Meeting Order are completed and executed and the time in which they are submitted, and may waive strict compliance with the requirements of this Meeting Order, including with respect to the completion, execution and time of delivery of the required forms; (iii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Meeting Order, save and except for any gross negligence or wilful misconduct on its part; (iv) the Monitor shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants without independent investigation; and (v) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

PLAN OF COMPROMISE OR ARRANGEMENT

5. **THIS COURT ORDERS** that the Plan be and is hereby accepted for filing with the Court, and that VON East is authorized to seek approval of the Plan by the Creditors holding Voting

Claims or Disputed Claims (each an "**Eligible Voting Claim**" and the holder being an "**Eligible Voting Creditor**") at the Meeting in the manner set forth herein.

6. **THIS COURT ORDERS** that VON East be and is hereby authorized to amend, modify and/or supplement the Plan, provided that any such amendment, modification or supplement shall be made in accordance with the terms of Section 7.1 of the Plan.

7. **THIS COURT ORDERS** that, if any amendments, modifications and/or supplements to the Plan as referred to in paragraph 6 above that occur prior to the Meeting, would, if disclosed, reasonably be expected to affect an Eligible Voting Creditor's decision to vote for or against the Plan, notice of such amendment, modification and/or supplement shall be distributed in advance of the Meeting, subject to further order of this Court, by the Monitor using the method most reasonably practicable in the circumstances, as the Monitor may determine. VON East may amend, modify and/ or supplement this Plan at any time and from time to time after the Meeting but before the Sanction Order is issued, provided that all such amendments, modifications and supplements are approved by the Court on notice to the Creditors affected thereby by posting such amendment on the Monitor's Website, and providing such amendment to the Service List, and neither the Applicants nor the Monitor shall have any obligation to give any other or further notice to any Person of such amendments, modifications and/or supplements to the Plan.

NOTICE OF MEETINGS

8. **THIS COURT ORDERS** that each of the following in substantially the forms attached to this Order as **Schedules "A"** and **"B"**, respectively, are hereby approved:

- (a) the form of notice of the Meeting and Sanction Hearing (the "**Notice of Meeting**"); and
- (b) the form of proxy for Creditors (the "**Creditors Proxy**");

(collectively, with the Plan and the covering letter describing the Plan, the "Information Package").

9. **THIS COURT ORDERS** that, notwithstanding paragraph 8 above, but subject to paragraph 6 above, VON East is hereby authorized to make such amendments, modifications and/or supplements to the Information Package (other than the Plan, which may only be amended in accordance with its terms and this Order), as VON East and the Monitor may determine ("**Additional Information**"), and that notice of such Additional Information shall be distributed by the Monitor using the method most reasonably practicable in the circumstances, as the Monitor may determine.

10. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall cause a copy of the Information Package (and any amendments made thereto in accordance with paragraph 9 hereof) and this Order to be posted on the Monitor's Website. The Monitor shall ensure that the Information Package (and any amendments made thereto in accordance with paragraph 9 hereof) remains posted on the Monitor's Website until at least one (1) Business Day after the Implementation Date.

11. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall send the Information Package to all Known Creditors (as defined in the Claims Procedure Order) as of the date of this Order by regular mail, facsimile, courier or e-mail at the last known address (including fax number or email address) of such Known Creditor set out in the books and records of VON East, or to such other address subsequently provided to the Monitor by such Known Creditor.

12. **THIS COURT ORDERS** that, as soon as practicable following the receipt of a request therefor, the Monitor shall send a copy of the Information Package by registered mail, facsimile,

courier or e-mail, to each person who claims to be a Creditor and who, no later than three (3) Business Days prior to the Meeting (or any adjournment thereof), makes a written request for it.

NOTICE SUFFICIENT

13. **THIS COURT ORDERS** that the sending of a copy of the Information Package to Creditors in accordance with paragraph 11 above, and the posting of the Information Package on the Monitor's Website, shall constitute good and sufficient notice of this Order, the Plan and the Notice of Meeting on all Persons who may be entitled to receive notice thereof, or who may wish to be present in person or by proxy at the Meeting or in these proceedings, and no other form of notice need be made on such Persons and no other document or material need be delivered to such Persons in respect of these proceedings. Notice shall be effective, in the case of mailing, three (3) Business Days after the date of mailing, in the case of delivery by courier, on the day after the courier was sent, in the case of any means of transmitted, recorded or electronic communication, when dispatched or delivered for dispatch and in the case of delivery 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.

THE MEETING

14. **THIS COURT ORDERS** that VON East is hereby authorized and directed to call, hold and conduct a meeting at the offices of Norton Rose Fulbright Canada LLP, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 3800, Toronto, Ontario, M5J 2Z4 on November 16, 2016, at 10:00 a.m. (Toronto time) for the Affected Creditors Class (as defined below) (the "**Meeting**"), or as adjourned to such places and times as the Chair or Monitor may determine in accordance with paragraph 30 hereof, for the purposes of considering and voting on the resolution to

approve the Plan and transacting such other business as may be properly brought before the Meeting.

15. **THIS COURT ORDERS** that the only Persons entitled to notice of, to attend or to speak at the Meeting are the Eligible Voting Creditors (or their respective duly appointed proxyholders), representatives of the Monitor, the Applicants, the Chief Restructuring Officer of Victorian Order Of Nurses For Canada, the directors and officers of VON East, all such parties' legal advisors, the Chair, Secretary and the Scrutineers. Any other person may be admitted to the Meeting only by invitation of VON East or the Chair.

15A. **THIS COURT ORDERS** that only those Eligible Voting Creditors who submit proxies in accordance with Paragraph 17 below and those Eligible Voting Creditors who attend at the Meeting shall be entitled to vote their Claims at the Meeting.

AFFECTED CREDITORS CLASS

16. **THIS COURT ORDERS** that for the purposes of considering and voting on the Plan, the Creditors with Eligible Voting Claims shall constitute a single class of creditors being the "**Affected Creditors Class**". For the purposes of voting at the Meeting, each Creditor with an Eligible Voting Claim shall be entitled to one vote per dollar value of its Eligible Voting Claim as a member of the Affected Creditors Class.

VOTING BY PROXIES

17. **THIS COURT ORDERS** that all proxies submitted in respect of the Meeting (or any adjournment thereof) must be (a) submitted to the Monitor so that it is received by the Monitor on or before 10:00 a.m. (Toronto time) on the Business Day before the Meeting; and (b) in substantially the form attached to this Order as **Schedule "B"** or in such other form acceptable to the Monitor or the Chair. The Monitor is hereby authorized to accept and rely upon any proxy

or such other forms as may be acceptable to the Monitor and to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed in connection therewith.

18. **THIS COURT ORDERS** that, for the purposes of tabulating the votes cast on any matter that may come before the Meeting, the Chair shall be entitled to rely on any vote cast by holders of all proxies that have been duly submitted to the Monitor in the manner set forth in this Meeting Order without independent investigation.

19. **THIS COURT ORDERS** that paragraphs 17 through 18 hereof, and the instructions contained in the Creditors Proxy attached hereto as **Schedule "B"** shall govern the submission of such documents and any deficiencies in respect of the form or substance of such documents filed with the Monitor.

20. **THIS COURT ORDERS** that in absence of instruction to vote for or against the approval of the resolution to approve the Plan, any duly signed and returned proxy shall be deemed to include instructions to vote for the approval of the resolution to approve the Plan, provided the proxy holder does not otherwise exercise its right to vote at the Meeting.

TRANSFERS OR ASSIGNMENTS OF CLAIMS

21. **THIS COURT ORDERS** that a Creditor may transfer or assign the whole of its Claim prior to the Meeting, in accordance with the Claims Procedure Order. If a Creditor transfers or assigns the whole of a Claim to another Person, such transferee or assignee shall not be entitled to attend and vote the transferred or assigned Claim at the applicable Meeting unless (i) the assigned Claim is a Voting Claim or Disputed Claim, or a combination thereof, and (ii) satisfactory notice of and proof of transfer or assignment has been delivered to the Monitor in

accordance with the Claims Procedure Order no later than three (3) Business Days prior to the date of the Meeting.

DISPUTED CLAIMS

22. **THIS COURT ORDERS** that notwithstanding anything to the contrary herein, in the event that a Creditor holds a Claim that is a Disputed Claim as at the date of the Meeting, such Creditor may attend the Meeting and such Disputed Claim may be voted at such Meeting by such Creditor (or its duly appointed proxy holder) in accordance with the provisions of this Order, without prejudice to the rights of VON East, the Monitor or the holder of the Disputed Claim with respect to the final determination of the Claim for distribution purposes, and such vote shall be separately tabulated at the dollar value of such Disputed Claim as provided herein, provided that, other than as set out herein, the vote cast in respect of any Disputed Claim shall not be considered for any purpose, unless, until and only to the extent that such Disputed Claim is finally determined to be a Voting Claim.

ENTITLEMENT TO VOTE AT THE MEETING

23. **THIS COURT ORDERS** that, for greater certainty, and without limiting the generality of anything in this Order, Persons holding Excluded Claims are not entitled to vote on the Plan at the Meeting in respect of such Excluded Claim and, except as otherwise permitted herein, shall not be entitled to attend the Meeting.

24. **THIS COURT ORDERS** that the only Persons entitled to vote at the Meeting in person or by proxy are Creditors with Eligible Voting Claims.

25. **THIS COURT ORDERS** that, notwithstanding anything to the contrary herein, any Person with a Claim that meets the definition of "equity claim" under section 2(1) of the CCAA shall have no right to, and shall not, vote at the Meeting.

PROCEDURE AT THE MEETING

26. **THIS COURT ORDERS** that Daniel Weisz or another representative of the Monitor, designated by the Monitor, shall preside as the chair of the Meeting (the "**Chair**") and, subject to this Order or any further Order of the Court, shall decide all matters relating to the conduct of the Meeting.

27. **THIS COURT ORDERS** that a person designated by the Monitor shall act as secretary at the Meeting (the "**Secretary**") and the Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Meeting (the "**Scrutineers**"). The Scrutineers shall tabulate the votes in respect of all Voting Claims and Disputed Claims, if any, at the Meeting.

28. **THIS COURT ORDERS** that an Eligible Voting Creditor that is not an individual may only attend and vote at the Meeting if it has appointed a proxy holder to attend and act on its behalf at such Meeting.

29. **THIS COURT ORDERS** that the quorum required at the Meeting shall be one Creditor with a Voting Claim present at such Meeting in person or by proxy. If the requisite quorum is not present at the Meeting, then such Meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable.

30. **THIS COURT ORDERS** that the Meeting shall be adjourned on one or more occasions to such date, time and place as may be designated by the Chair or the Monitor as the Chair or the Monitor deems necessary or advisable, if:

- (a) the requisite quorum is not present at the Meeting;
- (b) the Meeting is postponed by a vote of the majority in value of the Creditors with Voting Claims present in person or by proxy at the Meeting; or

- (c) prior to or during the Meeting, the Chair or the Monitor, in consultation with VON East, otherwise decides to adjourn such Meeting.

The announcement of the adjournment by the Chair at such Meeting (if the adjournment is during the Meeting), the posting of notice of such adjournment on the Monitor's Website, and written notice to the Service List with respect to such adjournment shall constitute sufficient notice of the adjournment and neither the Applicants nor the Monitor shall have any obligation to give any other or further notice to any Person of the adjourned Meeting. Any proxies validly delivered in connection with the Meeting shall be acceptable as proxies in respect of any Meeting held after adjournment.

31. **THIS COURT ORDERS** that the Chair be and is hereby authorized to direct a vote at the Meeting, by confidential written ballot or by such other means as the Chair may consider appropriate, with respect to: (i) a resolution to approve the Plan and any amendments thereto; and (ii) any other resolutions as the Monitor may consider appropriate in consultation with VON East.

32. **THIS COURT ORDERS** that (i) in order to be approved, the Plan must receive the affirmative vote by the Required Majority; and (ii) following the vote at the Meeting, the Monitor shall tally the votes and determine whether the Plan has been approved by the Required Majority.

33. **THIS COURT ORDERS** that the Monitor shall keep separate tabulations of votes cast in respect of:

- (a) Voting Claims; and
- (b) Disputed Claims, if applicable.

34. **THIS COURT ORDERS** that following the votes at the Meeting, the Scrutineers shall tabulate the votes and the Monitor shall determine whether the Plan has been accepted by the Required Majority of the Affected Creditor Class pursuant to section 6 of the CCAA.

35. **THIS COURT ORDERS** that the Monitor shall file a report with this Court by no later than three (3) Business Days after the Meeting or any adjournment thereof, as applicable, with respect to the results of the vote, including whether:

- (a) the Plan has been accepted by the Required Majority in the Affected Creditor Class; and
- (b) whether the votes cast in respect of Disputed Claims, if applicable, would affect the result of the vote.

36. **THIS COURT ORDERS** that a copy of the Monitor's report regarding the Meeting and the Plan shall be posted on the Monitor's Website prior to the Sanction Hearing.

37. **THIS COURT ORDERS** that if the votes cast by the holders of Disputed Claims would affect whether the Plan has been approved by the Required Majority, the Monitor shall report this to the Court in accordance with paragraph 35 of this Order, in which case (i) VON East or the Monitor may request this Court to direct an expedited determination of any material Disputed Claims, (ii) VON East may request that this Court defer the date of the Sanction Hearing, (iii) VON East may request that this Court defer or extend any other time periods in this Order or the Plan, and/or (iv) VON East or the Monitor may seek such further advice and direction as may be considered appropriate.

TREATMENT OF CREDITORS

38. **THIS COURT ORDERS** that the result of any vote conducted at the Meeting shall be binding upon all Creditors of the Affected Creditor Class, whether or not any such Creditor was present or voted at the Meeting.

SANCTION HEARING AND ORDER

39. **THIS COURT ORDERS** that if the Plan has been accepted by the Required Majority, VON East shall bring a motion seeking the Sanction Order on November 23, 2016, or as soon thereafter as the matter can be heard (the "**Sanction Hearing**").

40. **THIS COURT ORDERS** that service of the Notice of Meeting and the posting of this Order to the Monitor's Website pursuant to paragraphs 10 to 12 hereof shall constitute good and sufficient service of notice of the Sanction Hearing upon all Persons who may be entitled to receive such service and no other form of service or notice need be made on such Persons and no other materials need be served on such Persons in respect of the Sanction Hearing unless they have served and filed a Notice of Appearance in these proceedings.

41. **THIS COURT ORDERS** that any Person (other than the Applicants and the Monitor) wishing to receive materials in connection with the Sanction Hearing shall serve upon the lawyers for each of the Applicants, the Monitor, and all other parties on the Service List and file with this Court a Notice of Appearance by no later than 5:00 p.m. (Toronto time) on the date that is seven (7) days prior to the Sanction Hearing.

42. **THIS COURT ORDERS** that any Person who wishes to oppose the motion for the Sanction Order shall serve upon the lawyers for each of the Applicants, the Monitor, and upon all other parties on the Service List, and file with this Court, a copy of the materials to be used to

oppose the motion for the Sanction Order by no later than 5:00 p.m. (Toronto time) on the date that is four (4) Business Days prior to the Sanction Hearing.

43. **THIS COURT ORDERS** that if the Sanction Hearing is adjourned, only those Persons who are listed on the Service List (including those Persons who have complied with paragraph 41 of this Order) shall be served with notice of the adjourned date of the Sanction Hearing.

GENERAL

44. **THIS COURT ORDERS** that VON East and the Monitor, may, in their discretion, generally or in individual circumstances, waive in writing the time limits imposed on any Creditor under this Order if VON East and the Monitor deem it advisable to do so, without prejudice to the requirement that all other Creditors must comply with the terms of this Order.

45. **THIS COURT ORDERS** that any notice or other communication to be given pursuant to this Order by or on behalf of any Person to the Monitor shall be in writing and will be sufficiently given only if by mail, courier, e-mail, facsimile or hand-delivery addressed to:

Collins Barrow Toronto Limited, Court-appointed Monitor of Victorian Order Of
Nurses For Canada – Eastern Region

11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtlmonitor@collinsbarrow.com

46. **THIS COURT ORDERS** that notwithstanding any provision herein to the contrary, the Monitor shall be entitled to rely upon any communication given pursuant to this Order (including any delivery of Creditor Proxies) by e-mail or fax.

47. **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.

48. **THIS COURT ORDERS** that VON East 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.

49. **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.

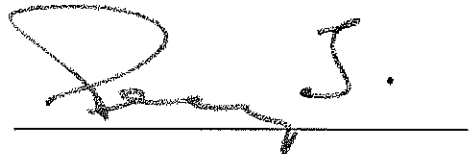
EFFECT, RECOGNITION AND ASSISTANCE

50. **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.

51. **THIS COURT REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or elsewhere to give effect to this Order and to assist VON East, 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 VON East and 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 assist VON East and the Monitor and their respective agents in carrying out the terms of this Order.

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

OCT 05 2016

A handwritten signature in black ink, appearing to be 'R. J.', is written above a horizontal line.

Schedule "A"

COURT FILE No. CV-_____

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 SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O.
1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR
CANADA – EASTERN REGION AND VICTORIAN ORDER OF NURSES FOR CANADA –
WESTERN REGION

NOTICE OF THE MEETING OF CREDITORS

NOTICE IS HEREBY GIVEN that a plan of compromise or arrangement (as amended, supplemented or restated from time to time, the "Plan") under the *Companies' Creditors Arrangement Act* (Canada) ("CCAA") has been filed with the Court in respect of Victorian Order Of Nurses For Canada – Eastern Region. A copy of the Plan can be found on the website of Collins Barrow Toronto Limited, in its capacity as Monitor in the CCAA proceedings of Victorian Order of Nurses For Canada – Eastern Region (the "Monitor") at:

<http://www.collinsbarrow.com/en/cbn/current-engagements-toronto/v-o-n> (the "Monitor's Website").

NOTICE IS ALSO HEREBY GIVEN that a meeting of a single class of affected creditors of Victorian Order Of Nurses For Canada – Eastern Region (the "Meeting") will be held at 10:00 a.m. on November 16, 2016 (or such other date as may be set and announced in accordance with the Meeting Order (defined below)) at the offices of Norton Rose Fulbright Canada LLP, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 3800, Toronto, Ontario, M5J 2Z4 for the purpose of considering and voting upon the Plan. The Meeting is being held pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) made on _____, 2016 (the "Meeting Order") (a copy of which is available on the Monitor's Website). Capitalized terms used but not otherwise defined in this notice have the meaning ascribed to them in the Meeting Order.

VON East will also provide notice to all Creditors with Eligible Voting Claims of a telephone conference number by which such Creditors may listen to, and present questions at, the Meeting by phone. Creditors may not vote at the Meeting by phone and may only vote by attending in person or by submitting a proxy in accordance with the Meeting Order.

NOTICE IS ALSO GIVEN that, pursuant to the Meeting Order, if the Plan is accepted by the Required Majority, a motion to, among other things, approve the Plan (the "Sanction Hearing") will be heard and has been scheduled for November 23, 2016. Pursuant to the

Meeting Order, this notice shall be deemed to be sufficient notice of the Sanction Hearing.

The Monitor's contact details for additional information relating to the Initial Order, the CCAA Proceedings, the claims procedure or the Meeting is:

Collins Barrow Toronto Limited, Court-appointed Monitor of Victorian Order Of
Nurses For Canada – Eastern Region

11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtlmonitor@collinsbarrow.com

If no name is inserted in the blank space provided in this proxy, the person named in this proxy who is a representative of the Monitor shall be designated as proxyholder.

In absence of instruction to vote for or against the approval of the resolution to approve the Plan, any duly signed and returned proxy shall be deemed to include instructions to vote for the approval of the resolution to approve the Plan, provided the proxy holder does not otherwise exercise its right to vote at the meeting of creditors.

Dated this _____ day of _____, 2016.

Print Name of Creditor

Print name and title of the authorized signing officer of the corporation, partnership or trust, if applicable signing this form

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

Telephone number of Creditor or authorized signing officer

Mailing Address of Creditor

E-mail address of Creditor

Print Name of Witness

Signature of Witness

INSTRUCTIONS FOR COMPLETION OF PROXY

1. This proxy should be read in conjunction with the Plan and the Meeting Order.
2. Each Creditor has the right to appoint as his or her proxy a person other than the person named herein, and who need not be a Creditor, by inserting the name of such person in the space provided herein and signing this proxy. If no name is inserted in the blank space provided in this proxy, the person named in this proxy who is a representative of the Monitor shall be designated as proxyholder.
3. A Creditor who has given a proxy may revoke it (as to any matter on which a vote has not already been cast pursuant to its authority) by delivering written notice to the Monitor prior to the commencement of the Meeting or any adjournment or postponement of the Meeting.
4. If this proxy is not dated in the space provided, it shall be deemed to be dated as of the date on which it is received by the Monitor or the Chair presiding over the Meeting or any adjournment or postponement of the Meeting.
5. A valid proxy from the same Creditor bearing or deemed to bear a later date shall revoke this proxy. If more than one valid proxy from the same Creditor in the same capacity and bearing or deemed to bear the same date are received with conflicting instructions, such proxies shall not be counted for the purposes of the vote.
6. This proxy confers discretionary authority to the individual designated herein with respect to amendments or variations to matters identified in the Notice of Meeting and other matters that may properly come before the Meeting or any adjournment or postponement of the Meeting.
7. The Person named in the proxy shall vote the Voting Claim or Disputed Claim of the Creditor in accordance with the direction of the Creditor appointing him or her on any ballot that may be called for at the Meeting or any adjournment or postponement of the Meeting. **IF A CREDITOR SUBMITS THIS PROXY AND FAILS TO INDICATE ON THIS PROXY A VOTE FOR OR AGAINST APPROVAL OF THE PLAN, THIS PROXY SHALL BE VOTED FOR APPROVAL OF THE PLAN, INCLUDING ANY AMENDMENTS, VARIATIONS OR SUPPLEMENTS THERETO.**
8. Where the Creditor is a corporation, this proxy must be executed by an individual duly authorized to represent the corporation and the individual may be required to provide documentation evidencing such power and authority to sign this proxy.
9. A proxy, once duly completed, dated and signed, must be received by the Monitor at:

Collins Barrow Toronto Limited, Court-appointed Monitor of Victorian Order Of Nurses
For Canada – Eastern Region
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtlmonitor@collinsbarrow.com

THIS PROXY MUST BE RECEIVED BY THE MONITOR PRIOR TO 10:00 AM ON NOVEMBER 15, 2016; IF YOU DO NOT DELIVER THIS PROXY TO THE MONITOR BY 10:00 AM ON NOVEMBER 15, 2016, YOUR VOTE MAY NOT BE COUNTED.

The Monitor 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 may waive strict compliance with the requirements in connection with the deadlines imposed herewith.

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
VICTORIAN ORDER OF NURSES FOR CANADA ET AL.

Court File No: CV-15-11192-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

MEETING ORDER – VON EAST

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

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Evan Cobb LSUC #55787N
Tel: 416.216.1929
Fax: 416.216.3930
Email: evan.cobb@nortonrosefulbright.com

Lawyers for Victorian Order of Nurses for Canada –
Eastern Region

This is **Exhibit "M"** referred to in the
Affidavit of **Jo-Anne Poirier**
sworn before me, this 21ST day
of **November, 2016**


A Commissioner for taking Affidavits

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

THE HONOURABLE MR.) WEDNESDAY, THE 5th
)
JUSTICE PENNY) DAY OF OCTOBER, 2016



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

AND IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN REGION

Applicants

**MEETING ORDER
(VON West)**

THIS MOTION made by Victorian Order Of Nurses For Canada – Western Region ("**VON West**") for an Order granting the relief set out in the Notice of Motion of Victorian Order of Nurses For Canada – Western Region and VON West, including *inter alia*:

- a) abridging, if necessary, the time for service of the Notice of Motion herein and dispensing with further service thereof;
- b) authorizing VON West to file with the Court a plan of compromise or arrangement of VON West under the *Companies' Creditors Arrangement Act* (the "**CCAA**");

- c) authorizing and directing VON West to call, hold and conduct a meeting (the "**Meeting**" as more particularly defined in paragraph 14 hereof) of a single class of affected creditors to consider and vote upon a resolution to approve the plan of compromise or arrangement filed by VON West;
- d) approving the procedures to be followed for the calling, holding and conduct of the Meeting; and
- e) granting such further relief as the Applicants may request and this Court shall permit,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Jo-Anne Poirier, sworn September 29, 2016 (the "**Poirier Affidavit**"), the sixth report of Collins Barrow Toronto Limited (the "**Monitor**") dated October 1, 2016 (the "**Sixth Report**"), filed, and on hearing the submissions of counsel for VON West and the Monitor, no one appearing for any other person although duly served as appears from the affidavit of service of Evan Cobb sworn September 30, 2016,

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the draft Plan of Compromise or Arrangement of VON West,

which is included in Exhibit "D" to the Poirier Affidavit (as it may be amended, supplemented or restated in accordance with its terms, the "Plan").

MONITOR'S ROLE

3. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under (i) the CCAA; (ii) the Initial Order; and (iii) the Claims Procedure Order dated October 5, 2016 (the "**Claims Procedure Order**"), is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Meeting Order.

4. **THIS COURT ORDERS** that: (i) in carrying out the terms of this Meeting Order, the Monitor shall have all the protections given to it by the CCAA, the Initial Order, the Claims Procedure Order, or as an officer of the Court, including the stay of proceedings in its favour; (ii) the Monitor shall use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms in this Meeting Order are completed and executed and the time in which they are submitted, and may waive strict compliance with the requirements of this Meeting Order, including with respect to the completion, execution and time of delivery of the required forms; (iii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Meeting Order, save and except for any gross negligence or wilful misconduct on its part; (iv) the Monitor shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants without independent investigation; and (v) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

PLAN OF COMPROMISE OR ARRANGEMENT

5. **THIS COURT ORDERS** that the Plan be and is hereby accepted for filing with the Court, and that VON West is authorized to seek approval of the Plan by the Creditors holding Voting

Claims or Disputed Claims (each an "Eligible Voting Claim" and the holder being an "Eligible Voting Creditor") at the Meeting in the manner set forth herein.

6. THIS COURT ORDERS that VON West be and is hereby authorized to amend, modify and/or supplement the Plan, provided that any such amendment, modification or supplement shall be made in accordance with the terms of Section 7.1 of the Plan.

7. THIS COURT ORDERS that, if any amendments, modifications and/or supplements to the Plan as referred to in paragraph 6 above that occur prior to the Meeting, would, if disclosed, reasonably be expected to affect an Eligible Voting Creditor's decision to vote for or against the Plan, notice of such amendment, modification and/or supplement shall be distributed in advance of the Meeting, subject to further order of this Court, by the Monitor using the method most reasonably practicable in the circumstances, as the Monitor may determine. VON West may amend, modify and/ or supplement this Plan at any time and from time to time after the Meeting but before the Sanction Order is issued, provided that all such amendments, modifications and supplements are approved by the Court on notice to the Creditors affected thereby by posting such amendment on the Monitor's Website, and providing such amendment to the Service List, and neither the Applicants nor the Monitor shall have any obligation to give any other or further notice to any Person of such amendments, modifications and/or supplements to the Plan.

NOTICE OF MEETINGS

8. THIS COURT ORDERS that each of the following in substantially the forms attached to this Order as Schedules "A" and "B", respectively, are hereby approved:

- (a) the form of notice of the Meeting and Sanction Hearing (the "Notice of Meeting"); and
- (b) the form of proxy for Creditors (the "Creditors Proxy");

(collectively, with the Plan and the covering letter describing the Plan, the "Information Package").

9. **THIS COURT ORDERS** that, notwithstanding paragraph 8 above, but subject to paragraph 6 above, VON West is hereby authorized to make such amendments, modifications and/or supplements to the Information Package (other than the Plan, which may only be amended in accordance with its terms and this Order), as VON West and the Monitor may determine ("**Additional Information**"), and that notice of such Additional Information shall be distributed by the Monitor using the method most reasonably practicable in the circumstances, as the Monitor may determine.

10. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall cause a copy of the Information Package (and any amendments made thereto in accordance with paragraph 9 hereof) and this Order to be posted on the Monitor's Website. The Monitor shall ensure that the Information Package (and any amendments made thereto in accordance with paragraph 9 hereof) remains posted on the Monitor's Website until at least one (1) Business Day after the Implementation Date.

11. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall send the Information Package to all Known Creditors (as defined in the Claims Procedure Order) as of the date of this Order by regular mail, facsimile, courier or e-mail at the last known address (including fax number or email address) of such Known Creditor set out in the books and records of VON West, or to such other address subsequently provided to the Monitor by such Known Creditor.

12. **THIS COURT ORDERS** that, as soon as practicable following the receipt of a request therefor, the Monitor shall send a copy of the Information Package by registered mail, facsimile,

courier or e-mail, to each person who claims to be a Creditor and who, no later than three (3) Business Days prior to the Meeting (or any adjournment thereof), makes a written request for it.

NOTICE SUFFICIENT

13. **THIS COURT ORDERS** that the sending of a copy of the Information Package to Creditors in accordance with paragraph 11 above, and the posting of the Information Package on the Monitor's Website, shall constitute good and sufficient notice of this Order, the Plan and the Notice of Meeting on all Persons who may be entitled to receive notice thereof, or who may wish to be present in person or by proxy at the Meeting or in these proceedings, and no other form of notice need be made on such Persons and no other document or material need be delivered to such Persons in respect of these proceedings. Notice shall be effective, in the case of mailing, three (3) Business Days after the date of mailing, in the case of delivery by courier, on the day after the courier was sent, in the case of any means of transmitted, recorded or electronic communication, when dispatched or delivered for dispatch and in the case of delivery 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.

THE MEETING

14. **THIS COURT ORDERS** that VON West is hereby authorized and directed to call, hold and conduct a meeting at the offices of Norton Rose Fulbright Canada LLP, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 3800, Toronto, Ontario, M5J 2Z4 on November 16, 2016, at 2:00 p.m. (Toronto time) for the Affected Creditors Class (as defined below) (the "**Meeting**"), or as adjourned to such places and times as the Chair or Monitor may determine in accordance with paragraph 30 hereof, for the purposes of considering and voting on the resolution to

approve the Plan and transacting such other business as may be properly brought before the Meeting.

15. **THIS COURT ORDERS** that the only Persons entitled to notice of, to attend or to speak at the Meeting are the Eligible Voting Creditors (or their respective duly appointed proxyholders), representatives of the Monitor, the Applicants, the Chief Restructuring Officer of Victorian Order Of Nurses For Canada, the directors and officers of VON West, all such parties' legal advisors, the Chair, Secretary and the Scrutineers. Any other person may be admitted to the Meeting only by invitation of VON West or the Chair.

15A. **THIS COURT ORDERS** that only those Eligible Voting Creditors who submit proxies in accordance with Paragraph 17 below and those Eligible Voting Creditors who attend at the Meeting shall be entitled to vote their Claims at the Meeting.

AFFECTED CREDITORS CLASS

16. **THIS COURT ORDERS** that for the purposes of considering and voting on the Plan, the Creditors with Eligible Voting Claims shall constitute a single class of creditors being the "**Affected Creditors Class**". For the purposes of voting at the Meeting, each Creditor with an Eligible Voting Claim shall be entitled to one vote per dollar value of its Eligible Voting Claim as a member of the Affected Creditors Class.

VOTING BY PROXIES

17. **THIS COURT ORDERS** that all proxies submitted in respect of the Meeting (or any adjournment thereof) must be (a) submitted to the Monitor so that it is received by the Monitor on or before 10:00 a.m. (Toronto time) on the Business Day before the Meeting; and (b) in substantially the form attached to this Order as **Schedule "B"** or in such other form acceptable to the Monitor or the Chair. The Monitor is hereby authorized to accept and rely upon any proxy

or such other forms as may be acceptable to the Monitor and to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed in connection therewith.

18. **THIS COURT ORDERS** that, for the purposes of tabulating the votes cast on any matter that may come before the Meeting, the Chair shall be entitled to rely on any vote cast by holders of all proxies that have been duly submitted to the Monitor in the manner set forth in this Meeting Order without independent investigation.

19. **THIS COURT ORDERS** that paragraphs 17 through 18 hereof, and the instructions contained in the Creditors Proxy attached hereto as **Schedule "B"** shall govern the submission of such documents and any deficiencies in respect of the form or substance of such documents filed with the Monitor.

20. **THIS COURT ORDERS** that in absence of instruction to vote for or against the approval of the resolution to approve the Plan, any duly signed and returned proxy shall be deemed to include instructions to vote for the approval of the resolution to approve the Plan, provided the proxy holder does not otherwise exercise its right to vote at the Meeting.

TRANSFERS OR ASSIGNMENTS OF CLAIMS

21. **THIS COURT ORDERS** that a Creditor may transfer or assign the whole of its Claim prior to the Meeting, in accordance with the Claims Procedure Order. If a Creditor transfers or assigns the whole of a Claim to another Person, such transferee or assignee shall not be entitled to attend and vote the transferred or assigned Claim at the applicable Meeting unless (i) the assigned Claim is a Voting Claim or Disputed Claim, or a combination thereof, and (ii) satisfactory notice of and proof of transfer or assignment has been delivered to the Monitor in

accordance with the Claims Procedure Order no later than three (3) Business Days prior to the date of the Meeting.

DISPUTED CLAIMS

22. **THIS COURT ORDERS** that notwithstanding anything to the contrary herein, in the event that a Creditor holds a Claim that is a Disputed Claim as at the date of the Meeting, such Creditor may attend the Meeting and such Disputed Claim may be voted at such Meeting by such Creditor (or its duly appointed proxy holder) in accordance with the provisions of this Order, without prejudice to the rights of VON West, the Monitor or the holder of the Disputed Claim with respect to the final determination of the Claim for distribution purposes, and such vote shall be separately tabulated at the dollar value of such Disputed Claim as provided herein, provided that, other than as set out herein, the vote cast in respect of any Disputed Claim shall not be considered for any purpose, unless, until and only to the extent that such Disputed Claim is finally determined to be a Voting Claim.

ENTITLEMENT TO VOTE AT THE MEETING

23. **THIS COURT ORDERS** that, for greater certainty, and without limiting the generality of anything in this Order, Persons holding Excluded Claims are not entitled to vote on the Plan at the Meeting in respect of such Excluded Claim and, except as otherwise permitted herein, shall not be entitled to attend the Meeting.

24. **THIS COURT ORDERS** that the only Persons entitled to vote at the Meeting in person or by proxy are Creditors with Eligible Voting Claims.

25. **THIS COURT ORDERS** that, notwithstanding anything to the contrary herein, any Person with a Claim that meets the definition of "equity claim" under section 2(1) of the CCAA shall have no right to, and shall not, vote at the Meeting.

PROCEDURE AT THE MEETING

26. **THIS COURT ORDERS** that Daniel Weisz or another representative of the Monitor, designated by the Monitor, shall preside as the chair of the Meeting (the "**Chair**") and, subject to this Order or any further Order of the Court, shall decide all matters relating to the conduct of the Meeting.

27. **THIS COURT ORDERS** that a person designated by the Monitor shall act as secretary at the Meeting (the "**Secretary**") and the Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Meeting (the "**Scrutineers**"). The Scrutineers shall tabulate the votes in respect of all Voting Claims and Disputed Claims, if any, at the Meeting.

28. **THIS COURT ORDERS** that an Eligible Voting Creditor that is not an individual may only attend and vote at the Meeting if it has appointed a proxy holder to attend and act on its behalf at such Meeting.

29. **THIS COURT ORDERS** that the quorum required at the Meeting shall be one Creditor with a Voting Claim present at such Meeting in person or by proxy. If the requisite quorum is not present at the Meeting, then such Meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable.

30. **THIS COURT ORDERS** that the Meeting shall be adjourned on one or more occasions to such date, time and place as may be designated by the Chair or the Monitor as the Chair or the Monitor deems necessary or advisable, if:

- (a) the requisite quorum is not present at the Meeting;
- (b) the Meeting is postponed by a vote of the majority in value of the Creditors with Voting Claims present in person or by proxy at the Meeting; or

- (c) prior to or during the Meeting, the Chair or the Monitor, in consultation with VON West, otherwise decides to adjourn such Meeting.

The announcement of the adjournment by the Chair at such Meeting (if the adjournment is during the Meeting), the posting of notice of such adjournment on the Monitor's Website, and written notice to the Service List with respect to such adjournment shall constitute sufficient notice of the adjournment and neither the Applicants nor the Monitor shall have any obligation to give any other or further notice to any Person of the adjourned Meeting. Any proxies validly delivered in connection with the Meeting shall be acceptable as proxies in respect of any Meeting held after adjournment.

31. **THIS COURT ORDERS** that the Chair be and is hereby authorized to direct a vote at the Meeting, by confidential written ballot or by such other means as the Chair may consider appropriate, with respect to: (i) a resolution to approve the Plan and any amendments thereto; and (ii) any other resolutions as the Monitor may consider appropriate in consultation with VON West.

32. **THIS COURT ORDERS** that (i) in order to be approved, the Plan must receive the affirmative vote by the Required Majority; and (ii) following the vote at the Meeting, the Monitor shall tally the votes and determine whether the Plan has been approved by the Required Majority.

33. **THIS COURT ORDERS** that the Monitor shall keep separate tabulations of votes cast in respect of:

- (a) Voting Claims; and
- (b) Disputed Claims, if applicable.

34. **THIS COURT ORDERS** that following the votes at the Meeting, the Scrutineers shall tabulate the votes and the Monitor shall determine whether the Plan has been accepted by the Required Majority of the Affected Creditor Class pursuant to section 6 of the CCAA.

35. **THIS COURT ORDERS** that the Monitor shall file a report with this Court by no later than three (3) Business Days after the Meeting or any adjournment thereof, as applicable, with respect to the results of the vote, including whether:

- (a) the Plan has been accepted by the Required Majority in the Affected Creditor Class; and
- (b) whether the votes cast in respect of Disputed Claims, if applicable, would affect the result of the vote.

36. **THIS COURT ORDERS** that a copy of the Monitor's report regarding the Meeting and the Plan shall be posted on the Monitor's Website prior to the Sanction Hearing.

37. **THIS COURT ORDERS** that if the votes cast by the holders of Disputed Claims would affect whether the Plan has been approved by the Required Majority, the Monitor shall report this to the Court in accordance with paragraph 35 of this Order, in which case (i) VON West or the Monitor may request this Court to direct an expedited determination of any material Disputed Claims, (ii) VON West may request that this Court defer the date of the Sanction Hearing, (iii) VON West may request that this Court defer or extend any other time periods in this Order or the Plan, and/or (iv) VON West or the Monitor may seek such further advice and direction as may be considered appropriate.

TREATMENT OF CREDITORS

38. **THIS COURT ORDERS** that the result of any vote conducted at the Meeting shall be binding upon all Creditors of the Affected Creditor Class, whether or not any such Creditor was present or voted at the Meeting.

SANCTION HEARING AND ORDER

39. **THIS COURT ORDERS** that if the Plan has been accepted by the Required Majority, VON West shall bring a motion seeking the Sanction Order on November 23, 2016, or as soon thereafter as the matter can be heard (the "**Sanction Hearing**").

40. **THIS COURT ORDERS** that service of the Notice of Meeting and the posting of this Order to the Monitor's Website pursuant to paragraphs 10 to 12 hereof shall constitute good and sufficient service of notice of the Sanction Hearing upon all Persons who may be entitled to receive such service and no other form of service or notice need be made on such Persons and no other materials need be served on such Persons in respect of the Sanction Hearing unless they have served and filed a Notice of Appearance in these proceedings.

41. **THIS COURT ORDERS** that any Person (other than the Applicants and the Monitor) wishing to receive materials in connection with the Sanction Hearing shall serve upon the lawyers for each of the Applicants, the Monitor, and all other parties on the Service List and file with this Court a Notice of Appearance by no later than 5:00 p.m. (Toronto time) on the date that is seven (7) days prior to the Sanction Hearing.

42. **THIS COURT ORDERS** that any Person who wishes to oppose the motion for the Sanction Order shall serve upon the lawyers for each of the Applicants, the Monitor, and upon all other parties on the Service List, and file with this Court, a copy of the materials to be used to oppose the motion for the Sanction Order by no later than 5:00 p.m. (Toronto time) on the date that is four (4) Business Days prior to the Sanction Hearing.

43. **THIS COURT ORDERS** that if the Sanction Hearing is adjourned, only those Persons who are listed on the Service List (including those Persons who have complied with paragraph 41 of this Order) shall be served with notice of the adjourned date of the Sanction Hearing.

GENERAL

44. **THIS COURT ORDERS** that VON West and the Monitor, may, in their discretion, generally or in individual circumstances, waive in writing the time limits imposed on any Creditor under this Order if VON West and the Monitor deem it advisable to do so, without prejudice to the requirement that all other Creditors must comply with the terms of this Order.

45. **THIS COURT ORDERS** that any notice or other communication to be given pursuant to this Order by or on behalf of any Person to the Monitor shall be in writing and will be sufficiently given only if by mail, courier, e-mail, facsimile or hand-delivery addressed to:

Collins Barrow Toronto Limited, Court-appointed Monitor
of Victorian Order Of Nurses For Canada – Western Region
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtmonitor@collinsbarrow.com

46. **THIS COURT ORDERS** that notwithstanding any provision herein to the contrary, the Monitor shall be entitled to rely upon any communication given pursuant to this Order (including any delivery of Creditor Proxies) by e-mail or fax.

47. **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.

48. **THIS COURT ORDERS** that VON West 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.

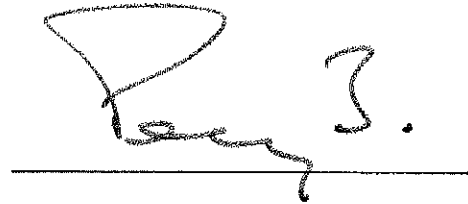
49. THIS COURT ORDERS that subject to any further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Order, the terms, conditions and provisions of the Plan shall govern and be paramount.

EFFECT, RECOGNITION AND ASSISTANCE

50. 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.

51. THIS COURT REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or elsewhere to give effect to this Order and to assist VON West, 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 VON West and 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 assist VON West and the Monitor and their respective agents in carrying out the terms of this Order.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:
OCT 05 2016



PER / PAR:



Schedule "A"

COURT FILE No. CV-_____

**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 SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O.
1990, C. C-43, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR
CANADA – EASTERN REGION AND VICTORIAN ORDER OF NURSES FOR CANADA –
WESTERN REGION**

NOTICE OF THE MEETING OF CREDITORS

NOTICE IS HEREBY GIVEN that a plan of compromise or arrangement (as amended, supplemented or restated from time to time, the "**Plan**") under the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") has been filed with the Court in respect of Victorian Order Of Nurses For Canada – Western Region. A copy of the Plan can be found on the website of Collins Barrow Toronto Limited, in its capacity as Monitor in the CCAA proceedings of Victorian Order of Nurses For Canada – Western Region (the "**Monitor**") at:

<http://www.collinsbarrow.com/en/cbn/current-engagements-toronto/v-o-n> (the "**Monitor's Website**").

NOTICE IS ALSO HEREBY GIVEN that a meeting of a single class of affected creditors of Victorian Order Of Nurses For Canada – Western Region (the "**Meeting**") will be held at 2:00 p.m. on November 16, 2016 (or such other date as may be set and announced in accordance with the Meeting Order (defined below)) at the offices of Norton Rose Fulbright Canada LLP, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 3800, Toronto, Ontario, M5J 2Z4 for the purpose of considering and voting upon the Plan. The Meeting is being held pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) made on _____, 2016 (the "**Meeting Order**") (a copy of which is available on the Monitor's Website). Capitalized terms used but not otherwise defined in this notice have the meaning ascribed to them in the Meeting Order.

VON West will also provide notice to all Creditors with Eligible Voting Claims of a telephone conference number by which such Creditors may listen to, and present questions at, the Meeting by phone. Creditors may not vote at the Meeting by phone and may only vote by attending in person or by submitting a proxy in accordance with the Meeting Order.

NOTICE IS ALSO GIVEN that, pursuant to the Meeting Order, if the Plan is accepted by the Required Majority, a motion to, among other things, approve the Plan (the "**Sanction**")

Hearing") will be heard and has been scheduled for November 23, 2016. Pursuant to the Meeting Order, this notice shall be deemed to be sufficient notice of the Sanction Hearing.

The Monitor's contact details for additional information relating to the Initial Order, the CCAA Proceedings, the claims procedure or the Meeting is:

Collins Barrow Toronto Limited, Court-appointed Monitor of Victorian Order Of Nurses For Canada – Western Region

11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtmonitor@collinsbarrow.com

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 SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O.
1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR
CANADA – EASTERN REGION AND VICTORIAN ORDER OF NURSES FOR CANADA –
WESTERN REGION

CREDITOR PROXY

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise or Arrangement of Victorian Order Of Nurses For Canada – Western Region ("VON West") dated as of October 5, 2016 (as may be amended, restated or supplemented from time to time, the "Plan") filed pursuant to the *Companies' Creditors Arrangement Act* with the Ontario Superior Court of Justice (Commercial List) (the "Court") in the City of Toronto in the Province of Ontario or in the Meeting Order granted by the Court on _____, 2016 (the "Meeting Order").

Before completing this proxy, please read carefully the accompanying Instructions For Completion of Proxy.

THIS FORM OF PROXY IS FOR USE BY ALL CREDITORS. In accordance with the Plan and the Meeting Order, this proxy may only be filed by Creditors having Voting Claims or Disputed Claims.

THE UNDERSIGNED CREDITOR hereby revokes all proxies previously given in respect of the Plan and nominates, constitutes, and appoints:

Print name of proxy

or, instead of the foregoing (or if no name is inserted above), Daniel Weisz of Collins Barrow Toronto Limited in its capacity as court-appointed monitor of VON West, or such other Person as he, in his sole discretion, may designate, to attend on behalf of and act for the undersigned 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 Claim(s) of the undersigned for voting purposes as determined by and accepted for voting purposes in accordance with the Meeting Order and as set out in the Plan as follows:

VOTE (mark one only):

FOR APPROVAL OF THE PLAN

AGAINST

The nominee shall vote at the nominee's discretion and otherwise act for and on behalf of the undersigned 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 the Meeting.

If no name is inserted in the blank space provided in this proxy, the person named in this proxy who is a representative of the Monitor shall be designated as proxyholder.

In absence of instruction to vote for or against the approval of the resolution to approve the Plan, any duly signed and returned proxy shall be deemed to include instructions to vote for the approval of the resolution to approve the Plan, provided the proxy holder does not otherwise exercise its right to vote at the meeting of creditors.

Dated this _____ day of _____, 2016.

Print Name of Creditor

Print name and title of the authorized signing officer of the corporation, partnership or trust, if applicable signing this form

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

Telephone number of Creditor or authorized signing officer

Mailing Address of Creditor

E-mail address of Creditor

Print Name of Witness

Signature of Witness

INSTRUCTIONS FOR COMPLETION OF PROXY

1. This proxy should be read in conjunction with the Plan and the Meeting Order.
2. Each Creditor has the right to appoint as his or her proxy a person other than the person named herein, and who need not be a Creditor, by inserting the name of such person in the space provided herein and signing this proxy. If no name is inserted in the blank space provided in this proxy, the person named in this proxy who is a representative of the Monitor shall be designated as proxyholder.
3. A Creditor who has given a proxy may revoke it (as to any matter on which a vote has not already been cast pursuant to its authority) by delivering written notice to the Monitor prior to the commencement of the Meeting or any adjournment or postponement of the Meeting.
4. If this proxy is not dated in the space provided, it shall be deemed to be dated as of the date on which it is received by the Monitor or the Chair presiding over the Meeting or any adjournment or postponement of the Meeting.
5. A valid proxy from the same Creditor bearing or deemed to bear a later date shall revoke this proxy. If more than one valid proxy from the same Creditor in the same capacity and bearing or deemed to bear the same date are received with conflicting instructions, such proxies shall not be counted for the purposes of the vote.
6. This proxy confers discretionary authority to the individual designated herein with respect to amendments or variations to matters identified in the Notice of Meeting and other matters that may properly come before the Meeting or any adjournment or postponement of the Meeting.
7. The Person named in the proxy shall vote the Voting Claim or Disputed Claim of the Creditor in accordance with the direction of the Creditor appointing him or her on any ballot that may be called for at the Meeting or any adjournment or postponement of the Meeting. **IF A CREDITOR SUBMITS THIS PROXY AND FAILS TO INDICATE ON THIS PROXY A VOTE FOR OR AGAINST APPROVAL OF THE PLAN, THIS PROXY SHALL BE VOTED FOR APPROVAL OF THE PLAN, INCLUDING ANY AMENDMENTS, VARIATIONS OR SUPPLEMENTS THERETO.**
8. Where the Creditor is a corporation, this proxy must be executed by an individual duly authorized to represent the corporation and the individual may be required to provide documentation evidencing such power and authority to sign this proxy.
9. A proxy, once duly completed, dated and signed, must be received by the Monitor at:

Collins Barrow Toronto Limited, Court-appointed Monitor of Victorian Order Of Nurses
For Canada – Western Region
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbltmonitor@collinsbarrow.com

THIS PROXY MUST BE RECEIVED BY THE MONITOR PRIOR TO 10:00 AM ON NOVEMBER 15, 2016; IF YOU DO NOT DELIVER THIS PROXY TO THE MONITOR BY 10:00 AM ON NOVEMBER 15, 2016, YOUR VOTE MAY NOT BE COUNTED.

The Monitor 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 may waive strict compliance with the requirements in connection with the deadlines imposed herewith.

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
VICTORIAN ORDER OF NURSES FOR CANADA ET AL.

Court File No: CV-15-11192-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

MEETING ORDER – VON WEST

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Matthew Halpin LSUC#26208F
Tel: 613.780.8654
Email: matthew.halpin@nortonrosefulbright.com

Evan Cobb LSUC #55787N
Tel: 416.216.1929
Fax: 416.216.3930
Email: evan.cobb@nortonrosefulbright.com

Lawyers for the Applicants

This is **Exhibit "N"** referred to in the
Affidavit of **Jo-Anne Poirier**
sworn before me, this 21ST day
of **November, 2016**


A Commissioner for taking Affidavits

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

THE HONOURABLE MR.)
) WEDNESDAY, THE 5th
JUSTICE PENNY)
) DAY OF OCTOBER, 2016

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

AND IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE
ACT, R.S.O. 1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER
OF NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER
OF NURSES FOR CANADA – WESTERN REGION

Applicants

MEETING ORDER

THIS MOTION made by Victorian Order Of Nurses For Canada ("**VON Canada**") for an
Order granting the relief set out in VON Canada's Notice of Motion, including *inter alia*:

- a) abridging, if necessary, the time for service of the Notice of Motion herein and dispensing with further service thereof;
- b) authorizing VON Canada to file with the Court a plan of compromise or arrangement of VON Canada under the *Companies' Creditors Arrangement Act* (the "**CCAA**");

- c) authorizing and directing VON Canada to call, hold and conduct a meeting (the "**Meeting**" as more particularly defined in paragraph 14 hereof) of a single class of affected creditors to consider and vote upon a resolution to approve the plan of compromise or arrangement filed by VON Canada;
- d) approving the procedures to be followed for the calling, holding and conduct of the Meeting; and
- e) granting such further relief as the Applicants may request and this Court shall permit,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Jo-Anne Poirier, sworn August 29, 2016 (the "**Poirier Affidavit**"), the fourth report of Collins Barrow Toronto Limited (the "**Monitor**") dated October 1, 2016 (the "**Fourth Report**"), filed, and on hearing the submissions of counsel for VON Canada and the Monitor, no one appearing for any other person although duly served as appears from the affidavit of service of Evan Cobb sworn September 12, 2016,

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the draft Plan of Compromise or Arrangement of VON

Canada, which is included in Exhibit "D" to the Poirier Affidavit (as it may be amended, supplemented or restated in accordance with its terms, the "**Plan**").

MONITOR'S ROLE

3. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under (i) the CCAA; (ii) the Initial Order; and (iii) the Claims Procedure Order dated February 24, 2016 (the "**Claims Procedure Order**"), is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Meeting Order.

4. **THIS COURT ORDERS** that: (i) in carrying out the terms of this Meeting Order, the Monitor shall have all the protections given to it by the CCAA, the Initial Order, the Claims Procedure Order, or as an officer of the Court, including the stay of proceedings in its favour; (ii) the Monitor shall use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms in this Meeting Order are completed and executed and the time in which they are submitted, and may waive strict compliance with the requirements of this Meeting Order, including with respect to the completion, execution and time of delivery of the required forms; (iii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Meeting Order, save and except for any gross negligence or wilful misconduct on its part; (iv) the Monitor shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants without independent investigation; and (v) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

PLAN OF COMPROMISE OR ARRANGEMENT

5. **THIS COURT ORDERS** that the Plan be and is hereby accepted for filing with the Court, and that VON Canada is authorized to seek approval of the Plan by the Creditors holding Voting

Claims or Disputed Claims (each an "**Eligible Voting Claim**" and the holder being an "**Eligible Voting Creditor**") at the Meeting in the manner set forth herein.

6. **THIS COURT ORDERS** that VON Canada be and is hereby authorized to amend, modify and/or supplement the Plan, provided that any such amendment, modification or supplement shall be made in accordance with the terms of Section 7.1 of the Plan.

7. **THIS COURT ORDERS** that, if any amendments, modifications and/or supplements to the Plan as referred to in paragraph 6 above that occur prior to the Meeting, would, if disclosed, reasonably be expected to affect an Eligible Voting Creditor's decision to vote for or against the Plan, notice of such amendment, modification and/or supplement shall be distributed in advance of the Meeting, subject to further order of this Court, by the Monitor using the method most reasonably practicable in the circumstances, as the Monitor may determine. VON Canada may amend, modify and/ or supplement this Plan at any time and from time to time after the Meeting but before the Sanction Order is issued, provided that all such amendments, modifications and supplements are approved by the Court on notice to the Creditors affected thereby by posting such amendment on the Monitor's Website, and providing such amendment to the Service List, and neither the Applicants nor the Monitor shall have any obligation to give any other or further notice to any Person of of such amendments, modifications and/or supplements to the Plan.

NOTICE OF MEETINGS

8. **THIS COURT ORDERS** that each of the following in substantially the forms attached to this Order as **Schedules "A", "B" and "C"**, respectively, are hereby approved:

- (a) the form of notice of the Meeting and Sanction Hearing (the "**Notice of Meeting**");
- (b) the form of proxy for Creditors (the "**Creditors Proxy**");

(c) the form of distribution election form (the “**Distribution Election Form**”)

(collectively, with the Plan and the covering letter describing the Plan, the “**Information Package**”).

9. **THIS COURT ORDERS** that, notwithstanding paragraph 8 above, but subject to paragraph 6 above, VON Canada is hereby authorized to make such amendments, modifications and/or supplements to the Information Package (other than the Plan, which may only be amended in accordance with its terms and this Order), as VON Canada and the Monitor may determine (“**Additional Information**”), and that notice of such Additional Information shall be distributed by the Monitor using the method most reasonably practicable in the circumstances, as the Monitor may determine.

10. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall cause a copy of the Information Package (and any amendments made thereto in accordance with paragraph 9 hereof) and this Order to be posted on the Monitor’s Website. The Monitor shall ensure that the Information Package (and any amendments made thereto in accordance with paragraph 9 hereof) remains posted on the Monitor’s Website until at least one (1) Business Day after the Implementation Date.

11. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall send the Information Package to all holders of Unsecured Proven Claims and Disputed Claims determined in accordance with the Claims Procedure Order as of the date of this Order, by regular mail, facsimile, courier or e-mail at the last known address (including fax number or email address) for such Creditors set out in the books and records of VON Canada or to such other address subsequently provided to the Monitor by such Creditor.

12. **THIS COURT ORDERS** that, as soon as practicable following the receipt of a request therefor, the Monitor shall send a copy of the Information Package by registered mail, facsimile,

courier or e-mail, to each person who claims to be a Creditor and who, no later than three (3) Business Days prior to the Meeting (or any adjournment thereof), makes a written request for it.

NOTICE SUFFICIENT

13. **THIS COURT ORDERS** that the sending of a copy of the Information Package to Creditors in accordance with paragraph 11 above, and the posting of the Information Package on the Monitor's Website, shall constitute good and sufficient notice of this Order, the Plan and the Notice of Meeting on all Persons who may be entitled to receive notice thereof, or who may wish to be present in person or by proxy at the Meeting or in these proceedings, and no other form of notice need be made on such Persons and no other document or material need be delivered to such Persons in respect of these proceedings. Notice shall be effective, in the case of mailing, three (3) Business Days after the date of mailing, in the case of delivery by courier, on the day after the courier was sent, in the case of any means of transmitted, recorded or electronic communication, when dispatched or delivered for dispatch and in the case of delivery 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.

THE MEETING

14. **THIS COURT ORDERS** that VON Canada is hereby authorized and directed to call, hold and conduct a meeting at the offices of Norton Rose Fulbright Canada LLP, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 3800, Toronto, Ontario, M5J 2Z4 on November 3, 2016, at 10:00 a.m. (Toronto time) for the Affected Creditors Class (as defined below) (the "**Meeting**"), or as adjourned to such places and times as the Chair or Monitor may determine in accordance with paragraph 31 hereof, for the purposes of considering and voting on the resolution to

approve the Plan and transacting such other business as may be properly brought before the Meeting.

15. **THIS COURT ORDERS** that the only Persons entitled to notice of, to attend or to speak at the Meeting are the Eligible Voting Creditors (or their respective duly appointed proxyholders), representatives of the Monitor, the Applicants, the Chief Restructuring Officer, the directors and officers of VON Canada, all such parties' legal advisors, the Chair, Secretary and the Scrutineers. Any other person may be admitted to the Meeting only by invitation of VON Canada or the Chair.

15A. **THIS COURT ORDERS** that only those Eligible Voting Creditors who submit proxies in accordance with Paragraph 17 below and those Eligible Voting Creditors who attend at the Meeting shall be entitled to vote their Claims at the Meeting.

AFFECTED CREDITORS CLASS

16. **THIS COURT ORDERS** that for the purposes of considering and voting on the Plan, the Creditors with Eligible Voting Claims shall constitute a single class of creditors being the "**Affected Creditors Class**". For the purposes of voting at the Meeting, each Creditor with an Eligible Voting Claim shall be entitled to one vote per dollar value of its Eligible Voting Claim as a member of the Affected Creditors Class.

VOTING BY PROXIES

17. **THIS COURT ORDERS** that all proxies submitted in respect of the Meeting (or any adjournment thereof) must be (a) submitted to the Monitor so that it is received by the Monitor on or before 10:00 a.m. (Toronto time) on the Business Day before the Meeting; and (b) in substantially the form attached to this Order as **Schedule "B"** or in such other form acceptable to the Monitor or the Chair. The Monitor is hereby authorized to accept and rely upon any proxy

or such other forms as may be acceptable to the Monitor and to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed in connection therewith.

18. **THIS COURT ORDERS** that, for the purposes of tabulating the votes cast on any matter that may come before the Meeting, the Chair shall be entitled to rely on any vote cast by holders of all proxies that have been duly submitted to the Monitor in the manner set forth in this Meeting Order without independent investigation.

19. **THIS COURT ORDERS** that paragraphs 17 through 18 hereof, and the instructions contained in the Creditors Proxy attached hereto as **Schedule "B"** shall govern the submission of such documents and any deficiencies in respect of the form or substance of such documents filed with the Monitor.

20. **THIS COURT ORDERS** that in absence of instruction to vote for or against the approval of the resolution to approve the Plan, any duly signed and returned proxy shall be deemed to include instructions to vote for the approval of the resolution to approve the Plan, provided the proxy holder does not otherwise exercise its right to vote at the Meeting.

TRANSFERS OR ASSIGNMENTS OF CLAIMS

21. **THIS COURT ORDERS** that a Creditor may transfer or assign the whole of its Claim prior to the Meeting, in accordance with the Claims Procedure Order. If a Creditor transfers or assigns the whole of a Claim to another Person, such transferee or assignee shall not be entitled to attend and vote the transferred or assigned Claim at the applicable Meeting unless (i) the assigned Claim is a Voting Claim or Disputed Claim, or a combination thereof, and (ii) satisfactory notice of and proof of transfer or assignment has been delivered to the Monitor in

accordance with the Claims Procedure Order no later than three (3) Business Days prior to the date of the Meeting.

DISPUTED CLAIMS

22. **THIS COURT ORDERS** that notwithstanding anything to the contrary herein, in the event that a Creditor holds a Claim that is a Disputed Claim as at the date of the Meeting, such Creditor may attend the Meeting and such Disputed Claim may be voted at such Meeting by such Creditor (or its duly appointed proxy holder) in accordance with the provisions of this Order, without prejudice to the rights of VON Canada, the Monitor or the holder of the Disputed Claim with respect to the final determination of the Claim for distribution purposes, and such vote shall be separately tabulated at the dollar value of such Disputed Claim as provided herein, provided that, other than as set out herein, the vote cast in respect of any Disputed Claim shall not be considered for any purpose, unless, until and only to the extent that such Disputed Claim is finally determined to be a Voting Claim.

ENTITLEMENT TO VOTE AT THE MEETING

23. **THIS COURT ORDERS** that, for greater certainty, and without limiting the generality of anything in this Order, Persons holding Excluded Claims are not entitled to vote on the Plan at the Meeting in respect of such Excluded Claim and, except as otherwise permitted herein, shall not be entitled to attend the Meeting.

24. **THIS COURT ORDERS** that the only Persons entitled to vote at the Meeting in person or by proxy are Creditors with Eligible Voting Claims.

25. **THIS COURT ORDERS** that, notwithstanding anything to the contrary herein, any Person with a Claim that meets the definition of "equity claim" under section 2(1) of the CCAA shall have no right to, and shall not, vote at the Meeting.

26. **THIS COURT ORDERS** that each Convenience Class Creditor shall be deemed to have voted in favour of the Plan.

PROCEDURE AT THE MEETING

27. **THIS COURT ORDERS** that Daniel Weisz or another representative of the Monitor, designated by the Monitor, shall preside as the chair of the Meeting (the "**Chair**") and, subject to this Order or any further Order of the Court, shall decide all matters relating to the conduct of the Meeting.

28. **THIS COURT ORDERS** that a person designated by the Monitor shall act as secretary at the Meeting (the "**Secretary**") and the Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Meeting (the "**Scrutineers**"). The Scrutineers shall tabulate the votes in respect of all Voting Claims and Disputed Claims, if any, at the Meeting.

29. **THIS COURT ORDERS** that an Eligible Voting Creditor that is not an individual may only attend and vote at the Meeting if it has appointed a proxy holder to attend and act on its behalf at such Meeting.

30. **THIS COURT ORDERS** that the quorum required at the Meeting shall be one Creditor with a Voting Claim present at such Meeting in person or by proxy. If the requisite quorum is not present at the Meeting, then such Meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable.

31. **THIS COURT ORDERS** that the Meeting shall be adjourned on one or more occasions to such date, time and place as may be designated by the Chair or the Monitor as the Chair or the Monitor deems necessary or advisable, if:

- (a) the requisite quorum is not present at the Meeting;

- (b) the Meeting is postponed by a vote of the majority in value of the Creditors with Voting Claims present in person or by proxy at the Meeting; or
- (c) prior to or during the Meeting, the Chair or the Monitor, in consultation with VON Canada, otherwise decides to adjourn such Meeting.

The announcement of the adjournment by the Chair at such Meeting (if the adjournment is during the Meeting), the posting of notice of such adjournment on the Monitor's Website, and written notice to the Service List with respect to such adjournment shall constitute sufficient notice of the adjournment and neither the Applicants nor the Monitor shall have any obligation to give any other or further notice to any Person of the adjourned Meeting. Any proxies validly delivered in connection with the Meeting shall be acceptable as proxies in respect of any Meeting held after adjournment.

32. **THIS COURT ORDERS** that the Chair be and is hereby authorized to direct a vote at the Meeting, by confidential written ballot or by such other means as the Chair may consider appropriate, with respect to: (i) a resolution to approve the Plan and any amendments thereto; and (ii) any other resolutions as the Monitor may consider appropriate in consultation with VON Canada.

33. **THIS COURT ORDERS** that (i) in order to be approved, the Plan must receive the affirmative vote by the Required Majority; and (ii) following the vote at the Meeting, the Monitor shall tally the votes and determine whether the Plan has been approved by the Required Majority.

34. **THIS COURT ORDERS** that the Monitor shall keep separate tabulations of votes cast in respect of:

- (a) Voting Claims; and
- (b) Disputed Claims, if applicable.

35. **THIS COURT ORDERS** that following the votes at the Meeting, the Scrutineers shall tabulate the votes and the Monitor shall determine whether the Plan has been accepted by the Required Majority of the Affected Creditor Class pursuant to section 6 of the CCAA.

36. **THIS COURT ORDERS** that the Monitor shall file a report with this Court by no later than three (3) Business Days after the Meeting or any adjournment thereof, as applicable, with respect to the results of the vote, including whether:

- (a) the Plan has been accepted by the Required Majority in the Affected Creditor Class; and
- (b) whether the votes cast in respect of Disputed Claims, if applicable, would affect the result of the vote.

37. **THIS COURT ORDERS** that a copy of the Monitor's report regarding the Meeting and the Plan shall be posted on the Monitor's Website prior to the Sanction Hearing.

38. **THIS COURT ORDERS** that if the votes cast by the holders of Disputed Claims would affect whether the Plan has been approved by the Required Majority, the Monitor shall report this to the Court in accordance with paragraph 36 of this Order, in which case (i) VON Canada or the Monitor may request this Court to direct an expedited determination of any material Disputed Claims, (ii) VON Canada may request that this Court defer the date of the Sanction Hearing, (iii) VON Canada may request that this Court defer or extend any other time periods in this Order or the Plan, and/or (iv) VON Canada or the Monitor may seek such further advice and direction as may be considered appropriate.

TREATMENT OF CREDITORS

39. **THIS COURT ORDERS** that the result of any vote conducted at the Meeting shall be binding upon all Creditors of the Affected Creditor Class, whether or not any such Creditor was present or voted at the Meeting.

SANCTION HEARING AND ORDER

40. **THIS COURT ORDERS** that if the Plan has been accepted by the Required Majority, VON Canada shall bring a motion seeking the Sanction Order on November 23, 2016, or as soon thereafter as the matter can be heard (the "**Sanction Hearing**").

41. **THIS COURT ORDERS** that service of the Notice of Meeting and the posting of this Order to the Monitor's Website pursuant to paragraphs 10 to 12 hereof shall constitute good and sufficient service of notice of the Sanction Hearing upon all Persons who may be entitled to receive such service and no other form of service or notice need be made on such Persons and no other materials need be served on such Persons in respect of the Sanction Hearing unless they have served and filed a Notice of Appearance in these proceedings.

42. **THIS COURT ORDERS** that any Person (other than the Applicants and the Monitor) wishing to receive materials in connection with the Sanction Hearing shall serve upon the lawyers for each of the Applicants, the Monitor, and all other parties on the Service List and file with this Court a Notice of Appearance by no later than 5:00 p.m. (Toronto time) on the date that is seven (7) days prior to the Sanction Hearing.

43. **THIS COURT ORDERS** that any Person who wishes to oppose the motion for the Sanction Order shall serve upon the lawyers for each of the Applicants, the Monitor, and upon all other parties on the Service List, and file with this Court, a copy of the materials to be used to oppose the motion for the Sanction Order by no later than 5:00 p.m. (Toronto time) on the date that is four (4) Business Days prior to the Sanction Hearing.

44. **THIS COURT ORDERS** that if the Sanction Hearing is adjourned, only those Persons who are listed on the Service List (including those Persons who have complied with paragraph 42 of this Order) shall be served with notice of the adjourned date of the Sanction Hearing.

DISTRIBUTION ELECTION FORM

45. **THIS COURT ORDERS** that any Creditor that seeks to make a Convenience Class Claim Election must submit a completed Distribution Election Form setting out such election to the Monitor so that it is received by the Monitor on or before 10:00 a.m. (Toronto time) on the Business Day before the Meeting.

GENERAL

46. **THIS COURT ORDERS** that VON Canada and the Monitor, may, in their discretion, generally or in individual circumstances, waive in writing the time limits imposed on any Creditor under this Order if VON Canada and the Monitor deem it advisable to do so, without prejudice to the requirement that all other Creditors must comply with the terms of this Order.

47. **THIS COURT ORDERS** that any notice or other communication to be given pursuant to this Order by or on behalf of any Person to the Monitor shall be in writing and will be sufficiently given only if by mail, courier, e-mail, facsimile or hand-delivery addressed to:

Collins Barrow Toronto Limited, Court-appointed Monitor
of Victorian Order Of Nurses For Canada

11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtlmonitor@collinsbarrow.com

48. **THIS COURT ORDERS** that notwithstanding any provision herein to the contrary, the Monitor shall be entitled to rely upon any communication given pursuant to this Order (including any delivery of Creditor Proxies) by e-mail or fax.

49. **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.

50. **THIS COURT ORDERS** that VON Canada 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.

51. **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.

EFFECT, RECOGNITION AND ASSISTANCE

52. **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.

53. **THIS COURT REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or elsewhere to give effect to this Order and to assist VON Canada, 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 VON Canada and 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 assist VON Canada and the Monitor and their respective agents in carrying out the terms of this Order.

Schedule "A"

COURT FILE No. CV-_____

**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 SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O.
1990, C. C-43, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR
CANADA – EASTERN REGION AND VICTORIAN ORDER OF NURSES FOR CANADA –
WESTERN REGION**

NOTICE OF THE MEETING OF CREDITORS

NOTICE IS HEREBY GIVEN that a plan of compromise or arrangement (as amended, supplemented or restated from time to time, the "**Plan**") under the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") has been filed with the Court in respect of Victorian Order Of Nurses For Canada. A copy of the Plan can be found on the website of Collins Barrow Toronto Limited, in its capacity as Monitor in the CCAA proceedings of Victorian Order of Nurses For Canada (the "**Monitor**") at:

<http://www.collinsbarrow.com/en/cbn/current-engagements-toronto/v-o-n> (the "**Monitor's Website**").

NOTICE IS ALSO HEREBY GIVEN that a meeting of a single class of affected creditors of Victorian Order Of Nurses For Canada (the "**Meeting**") will be held at 10:00 a.m. on November 3, 2016 (or such other date as may be set and announced in accordance with the Meeting Order (defined below)) at the offices of Norton Rose Fulbright Canada LLP, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 3800, Toronto, Ontario, M5J 2Z4 for the purpose of considering and voting upon the Plan. The Meeting is being held pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) made on _____, 2016 (the "**Meeting Order**") (a copy of which is available on the Monitor's Website). Capitalized terms used but not otherwise defined in this notice have the meaning ascribed to them in the Meeting Order.

NOTICE IS ALSO GIVEN that, pursuant to the Meeting Order, if the Plan is accepted by the Required Majority, a motion to, among other things, approve the Plan (the "**Sanction Hearing**") will be heard and has been scheduled for November 23, 2016. Pursuant to the Meeting Order, this notice shall be deemed to be sufficient notice of the Sanction Hearing.

The Monitor's contact details for additional information relating to the Initial Order, the CCAA Proceedings, the claims procedure or the Meeting is:

Collins Barrow Toronto Limited, Court-appointed Monitor
of Victorian Order Of Nurses For Canada
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496

Facsimile: (416) 480-2646

E-mail: cbtlmonitor@collinsbarrow.com

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 SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O.
1990, C. C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR
CANADA – EASTERN REGION AND VICTORIAN ORDER OF NURSES FOR CANADA –
WESTERN REGION

CREDITOR PROXY

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise or Arrangement of Victorian Order Of Nurses For Canada ("**VON Canada**") dated as of October 5, 2016 (as may be amended, restated or supplemented from time to time, the "**Plan**") filed pursuant to the *Companies' Creditors Arrangement Act* with the Ontario Superior Court of Justice (Commercial List) (the "**Court**") in the City of Toronto in the Province of Ontario or in the Meeting Order granted by the Court on _____, 2016 (the "**Meeting Order**").

Before completing this proxy, please read carefully the accompanying Instructions For Completion of Proxy.

THIS FORM OF PROXY IS FOR USE BY ALL CREDITORS. In accordance with the Plan and the Meeting Order, this proxy may only be filed by Creditors having Voting Claims or Disputed Claims.

THE UNDERSIGNED CREDITOR hereby revokes all proxies previously given in respect of the Plan and nominates, constitutes, and appoints:

Print name of proxy

or, instead of the foregoing (or if no name is inserted above), Daniel Weisz of Collins Barrow Toronto Limited in its capacity as court-appointed monitor of VON Canada, or such other Person as he, in his sole discretion, may designate, to attend on behalf of and act for the undersigned 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 Claim(s) of the undersigned for voting purposes as determined by and accepted for voting purposes in accordance with the Meeting Order and as set out in the Plan as follows:

VOTE (mark one only):	FOR <input type="checkbox"/>	APPROVAL OF THE PLAN
	AGAINST <input type="checkbox"/>	

The nominee shall vote at the nominee's discretion and otherwise act for and on behalf of the undersigned 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 the Meeting.

If no name is inserted in the blank space provided in this proxy, the person named in this proxy who is a representative of the Monitor shall be designated as proxyholder

In absence of instruction to vote for or against the approval of the resolution to approve the Plan, any duly signed and returned proxy shall be deemed to include instructions to vote for the approval of the resolution to approve the Plan, provided the proxy holder does not otherwise exercise its right to vote at the meeting of creditors.

Dated this _____ day of _____, 2016.

Print Name of Creditor

Print name and title of the authorized signing officer of the corporation, partnership or trust, if applicable signing this form

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

Telephone number of Creditor or authorized signing officer

Mailing Address of Creditor

E-mail address of Creditor

Print Name of Witness

Signature of Witness

INSTRUCTIONS FOR COMPLETION OF PROXY

1. This proxy should be read in conjunction with the Plan and the Meeting Order.
2. Each Creditor has the right to appoint as his or her proxy a person other than the person named herein, and who need not be a Creditor, by inserting the name of such person in the space provided herein and signing this proxy. If no name is inserted in the blank space provided in this proxy, the person named in this proxy who is a representative of the Monitor shall be designated as proxyholder.
3. A Creditor who has given a proxy may revoke it (as to any matter on which a vote has not already been cast pursuant to its authority) by delivering written notice to the Monitor prior to the commencement of the Meeting or any adjournment or postponement of the Meeting.
4. If this proxy is not dated in the space provided, it shall be deemed to be dated as of the date on which it is received by the Monitor or the Chair presiding over the Meeting or any adjournment or postponement of the Meeting.
5. A valid proxy from the same Creditor bearing or deemed to bear a later date shall revoke this proxy. If more than one valid proxy from the same Creditor in the same capacity and bearing or deemed to bear the same date are received with conflicting instructions, such proxies shall not be counted for the purposes of the vote.
6. This proxy confers discretionary authority to the individual designated herein with respect to amendments or variations to matters identified in the Notice of Meeting and other matters that may properly come before the Meeting or any adjournment or postponement of the Meeting.
7. The Person named in the proxy shall vote the Voting Claim or Disputed Claim of the Creditor in accordance with the direction of the Creditor appointing him or her on any ballot that may be called for at the Meeting or any adjournment or postponement of the Meeting. **IF A CREDITOR SUBMITS THIS PROXY AND FAILS TO INDICATE ON THIS PROXY A VOTE FOR OR AGAINST APPROVAL OF THE PLAN, THIS PROXY SHALL BE VOTED FOR APPROVAL OF THE PLAN, INCLUDING ANY AMENDMENTS, VARIATIONS OR SUPPLEMENTS THERETO.**
8. Where the Creditor is a corporation, this proxy must be executed by an individual duly authorized to represent the corporation and the individual may be required to provide documentation evidencing such power and authority to sign this proxy.
9. A proxy, once duly completed, dated and signed, must be received by the Monitor at:

Collins Barrow Toronto Limited, Court-appointed Monitor of Victorian Order Of Nurses
For Canada
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Jeffrey Berger

Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: cbtlmonitor@collinsbarrow.com

THIS PROXY MUST BE RECEIVED BY THE MONITOR PRIOR TO 10:00 AM ON NOVEMBER 2, 2016; IF YOU DO NOT DELIVER THIS PROXY TO THE MONITOR BY 10:00 AM ON NOVEMBER 2, 2016, YOUR VOTE MAY NOT BE COUNTED.

The Monitor 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 may waive strict compliance with the requirements in connection with the deadlines imposed herewith.

Schedule "C"

Distribution Election Form

TO: Collins Barrow Toronto Limited, in its capacity as Monitor of Victorian Order Of Nurses For Canada

Convenience Class Claim Election

In connection with the Plan of Compromise or Arrangement of Victorian Order Of Nurses For Canada pursuant to the *Companies' Creditors Arrangement Act (Canada)* dated October 5, 2016 (as amended, restated, modified and/or supplemented from time to time, the "**Plan**"), the undersigned hereby elects to be treated as a Convenience Class Creditor and thereby receive the amount of \$5,000 in full and final satisfaction of the Claim of the undersigned, and hereby acknowledges that the undersigned shall be deemed to vote its Eligible Voting Claim in the full amount of that Eligible Voting Claim in favour of the Plan at the Meeting.

All capitalized terms used herein and not otherwise defined have the meanings given to them in the Plan.

Dated this _____ day of _____, 2016.

Print Name of Creditor

Print name and title of the authorized signing officer of the corporation, partnership or trust, if applicable signing this distribution election form

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

Telephone number of Creditor or authorized signing officer

Mailing Address of Creditor

E-mail address of Creditor

Print Name of Witness

Signature of Witness

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
VICTORIAN ORDER OF NURSES FOR CANADA ET AL.

Court File No: CV-15-11192-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**MEETING ORDER
(VICTORIAN ORDER OF NURSES FOR CANADA)**

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

Court File No: CV-15-11192-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VICTORIAN
ORDER OF NURSES FOR CANADA

**ONTARIO
SUPERIOR COURT OF JUSTICE**

(COMMERCIAL LIST)

Proceeding commenced at Toronto

**AFFIDAVIT OF JO-ANNE POIRIER
(Sworn November 21, 2016)**

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Lawyers for the Applicants

Court File No. CV-15-11192-00CL

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

THE HONOURABLE MR.)	WEDNESDAY, THE 23 rd
)	
JUSTICE PENNY)	DAY OF NOVEMBER, 2016

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

**AND IN THE MATTER OF SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR
CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION AND VICTORIAN ORDER OF NURSES
FOR CANADA –WESTERN REGION.**

Applicants

ORDER

**(PLAN SANCTION, STAY EXTENSION, MONITOR DISCHARGE, AND CCAA
TERMINATION)**

THIS MOTION made by Victorian Order Of Nurses For Canada – Eastern Region (“**VON East**”) for an Order (the “**Sanction Order**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), sanctioning the Amended and Restated Plan of Compromise or Arrangement dated November 18, 2016, which is attached as Schedule “A” hereto (and as it may be further amended, varied or supplemented from time to time in accordance with the terms thereof, the “**CCAA Plan**”) was heard on November 23, 2016 at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Jo-Anne Poirier sworn November 18, 2016, filed, the Eighth Report (the “**Eighth Report**”) of Collins Barrow Toronto Limited, in its capacity as monitor of, among others, VON East (the “**Monitor**”), filed, and on hearing the

submissions of counsel for each of VON East, the Board of Directors of VON East and the Monitor and such other counsel as were present and wished to be heard, no one else appearing although duly served as appears from the affidavit of service of ●, sworn ●, filed,

DEFINED TERMS

1. **THIS COURT ORDERS** that any capitalized terms not otherwise defined in this Sanction Order shall have the meanings ascribed to such terms in the CCAA Plan or the Meeting Order granted by this Court on October 5, 2016 (the “**Meeting Order**”), as applicable, and that any capitalized terms not otherwise defined in paragraph 15 of this Sanction Order shall have the meanings ascribed to such terms in the Claims Procedure Order granted by this Court on October 5, 2016 (the “**Claims Procedure Order**”).

SERVICE, NOTICE AND MEETING

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record in support of this motion and the Eighth Report be and are hereby abridged and validated so that the motion is properly returnable today and service upon any interested party other than those parties served is hereby dispensed with.
3. **THIS COURT ORDERS AND DECLARES** that there has been good and sufficient notice, service and delivery of the Meeting Order and the Information Package, including the CCAA Plan and the Notice of Meeting to all holders of Unsecured Proven Claims and holders of Disputed Claims.
4. **THIS COURT ORDERS AND DECLARES** that the Meeting was duly convened and held on November 16, 2016 in conformity with the CCAA and the Meeting Order.

SANCTION OF THE PLAN

5. **THIS COURT ORDERS AND DECLARES** that:
 - (a) the CCAA Plan has been approved by the Required Majority, as required by the Meeting Order and in conformity with the CCAA;

- (b) the activities of VON East have been in compliance with the provisions of the CCAA and the Orders of this Court granted in these CCAA proceedings (the “**Orders**”) in all respects;
 - (c) the Court is satisfied that VON East has acted and continues to act in good faith and with due diligence and has not done or purported to do anything that is not authorized by the CCAA; and
 - (d) the CCAA Plan and all terms and conditions of and matters and transactions contemplated thereby are fair and reasonable.
6. **THIS COURT ORDERS AND DECLARES** that the CCAA Plan, including without limitation the compromises, arrangements and releases set out therein and the transactions contemplated thereby, is hereby sanctioned and approved pursuant to section 6 of the CCAA.

PLAN IMPLEMENTATION

7. **THIS COURT ORDERS** that each of VON East and the Monitor are authorized and directed to take all steps and actions, and do all things, necessary or appropriate to implement the CCAA Plan in accordance with its terms and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, deliveries, allocations and agreements contemplated by the CCAA Plan, and such steps and actions are hereby authorized, ratified and approved.
8. **THIS COURT ORDERS** that all payments and distributions to Creditors under the CCAA Plan are to be made by VON East to the Creditors holding Proven Claims. VON East shall not incur any liability as a result of acting in accordance with the terms of the CCAA Plan and the Sanction Order.
9. **THIS COURT ORDERS AND DECLARES** that, on the Implementation Date, the CCAA Plan and all associated steps, compromises, transactions, arrangements, releases and reorganizations effected thereby shall be deemed to be implemented, binding and effective in accordance with the provisions of the CCAA Plan, without any further act or formality.

10. **THIS COURT ORDERS** that upon the satisfaction or waiver of the conditions precedent set out in Section 6.1 of the CCAA Plan and issuance of all distributions under the CCAA Plan in accordance with the terms of the CCAA Plan, as confirmed by VON East in writing, on which the Monitor shall be permitted to rely without verification, the Monitor is authorized and directed to file with the Court a certificate substantially in the form attached as Schedule “B” hereto (the “**Monitor’s Implementation Certificate**”) signed by the Monitor, certifying that all conditions precedent set out in Section 6.1 of the CCAA Plan have been satisfied or waived, as applicable, and that the CCAA Plan has been implemented.
11. **THIS COURT ORDERS** that, in accordance with the provisions of the CCAA Plan, each of the Charges (as defined in the Initial Order) shall be terminated, discharged and released on the Implementation Date as against VON East; provided, however, that a cash reserve in an amount not to exceed \$5,000 shall be paid over to the Monitor on the Implementation Date to pay any claims that may become payable for amounts that were previously secured by the Charges as against VON East, all in accordance with Section 5.9 of the CCAA Plan.
12. **THIS COURT ORDERS** that:
 - (a) other than as expressly set out herein, the provisions of the Initial Order shall terminate in respect of VON East, including the Stay Period (as defined in the Initial Order), on the Implementation Date except to the extent of the protections granted therein in favour of the Monitor; and
 - (b) all other Orders made in these CCAA proceedings 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.
13. **THIS COURT ORDERS** that from and after the Implementation Date, all Creditors shall be deemed to have consented and agreed to all of the provisions of the CCAA Plan in its entirety; and each Creditor shall be deemed to have granted, and executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the CCAA Plan in its entirety.

EFFECT OF CCAA PLAN AND CCAA ORDERS

14. **THIS COURT ORDERS** that, from and after the Implementation Date, the CCAA Plan shall inure to the benefit of and be binding upon VON East, any Person with a Released Claim, and all other Persons and parties named or referred to in or affected by the CCAA Plan, including, without limitation, their respective heirs, administrators, executors, legal representatives, successors, and assigns.
15. **THIS COURT ORDERS** that, save and except for any Claim that has been allowed in accordance with the Claims Procedure Order in these CCAA proceedings, and without limiting the provisions of the Claims Procedure Order, any Person that did not file a Proof of Claim or a Dispute Notice, as applicable, by the Claims Bar Date or such other bar date provided for in the Claims Procedure Order, as applicable, against VON East or a Director or Officer, whether or not such Person received direct notice of the claims process established by the Claims Procedure Order, shall be and is hereby forever barred from making any Claim against VON East, or any Director or Officer, as applicable, and shall not be entitled to any consideration under the CCAA Plan, and such Person's Claim shall be and is hereby forever barred and extinguished.

THE MONITOR

16. **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 and in the Orders and the CCAA Plan, shall be and is hereby authorized, directed and empowered to perform its functions and fulfill its obligations under the CCAA Plan to facilitate the implementation of the CCAA Plan.
17. **THIS COURT ORDERS** that the Monitor has satisfied all of its obligations up to and including the date of this Sanction Order, and that: (i) in carrying out the terms of this Sanction Order and the CCAA Plan including the obligations, duties and responsibilities (if any) described in this Sanction Order, the Monitor shall have all the protections given to it by the CCAA, the Orders, and as an officer of the Court, including the stay of proceedings in its favour; (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Sanction Order and/or the CCAA Plan and in performing its duties as Monitor in these CCAA proceedings including the obligations, duties and responsibilities (if any) described in this Sanction Order, save and except for

any gross negligence or wilful misconduct on its part; (iii) the Monitor shall be entitled to rely on the books and records of VON East and any information provided by, and/or representations made by, VON East without independent investigation; (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, or with respect to any such information disclosed or represented to or provided by the Monitor, including with respect to reliance thereon by any Person; and (v) the distributions, if any, delivered by the Monitor pursuant to the CCAA Plan are not delivered by the Monitor in its personal or corporate capacity and are delivered without personal or corporate liability of the Monitor, and, without limiting the foregoing, the Monitor shall have no obligations or liability in connection with any withholdings or deductions that any Person may assert should or should not have been made in connection with such distributions.

18. **THIS COURT ORDERS** that upon the delivery of the Monitor's Implementation Certificate by the Monitor pursuant to paragraph 10 of this Sanction Order, the Monitor shall be discharged and released from its duties as Monitor of VON East other than those obligations, duties and responsibilities: (i) necessary or required to give effect to the terms of the CCAA Plan and this Sanction Order, (ii) in relation to the claims procedure and all matters relating thereto as set out in the Claims Procedure Order, and (iii) in connection with the completion by the Monitor of all other matters for which it is responsible in connection with the CCAA Plan or pursuant to the Orders of this Court made in these CCAA proceedings in respect of VON East (collectively, the "**Outstanding Matters**").
19. **THIS COURT ORDERS** that upon completion of the Outstanding Matters, the Monitor shall file a certificate substantially in the form of Schedule "C" hereto (the "**Monitor's Termination Certificate**") and upon filing the Monitor's Termination Certificate, the Monitor shall be discharged from its role in respect of VON East, provided however that notwithstanding its discharge herein (a) the Monitor shall remain Monitor for the performance of such incidental duties as may be required, and (b) the Monitor shall continue to have the benefit of the provisions of all Orders made in these CCAA proceedings, including all approvals, protections and stays of proceedings in favour of the Monitor.

20. **THIS COURT ORDERS** that upon the filing of the Monitor's Termination Certificate, the Monitor shall be released and discharged from any and all liability that the Monitor now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Monitor while acting in its capacity as Monitor of VON East in these proceedings, save and except for liability arising from its gross negligence or wilful misconduct. Without limiting the generality of the foregoing, the Monitor, in its capacity as Monitor of VON East, shall be forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, within these proceedings.
21. **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 of VON East in these proceedings, except with prior leave of this Court and on prior written notice to the Monitor and such further order securing, as security for costs, the solicitor and his own client costs of the Monitor in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

STAY EXTENSION AND TERMINATION OF PROCEEDINGS

22. **THIS COURT ORDERS** that upon filing of the Monitor's Termination Certificate, these CCAA proceedings shall be terminated in respect of VON East.
23. **THIS COURT ORDERS** that the Stay Period (as defined in the Initial Order) be and is hereby extended to and including the time that is the earlier of: (i) the Implementation Date; and (ii) February 27, 2017.

EFFECT, RECOGNITION AND ASSISTANCE

24. **THIS COURT ORDERS** that VON East and the Monitor may apply to this Court for advice and direction with respect to any matter arising from or under the CCAA Plan or this Sanction Order.
25. **THIS COURT ORDERS** that this Sanction Order shall have full force and effect in all provinces and territories of Canada and abroad as against all Persons and parties against whom it may otherwise be enforced.

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

Schedule "A"
(CCAA Plan)

Schedule "B"

Form of Monitor's Implementation Certificate

Court File No. CV-15-11192-00CL

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 SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR
CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION AND VICTORIAN ORDER OF NURSES
FOR CANADA –WESTERN REGION**

Applicants

MONITOR'S IMPLEMENTATION CERTIFICATE

RECITALS

- A. Pursuant to an order of the Court dated November 25, 2015, and subsequently amended and restated (the "**Initial Order**"), Victorian Order Of Nurses For Canada – Eastern Region, among others, filed for and obtained protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").
- B. Pursuant to the Initial Order, Collins Barrow Toronto Limited was appointed the Monitor of the Applicants (the "**Monitor**") with the powers, duties and obligations set out in the Initial Order.
- C. Victorian Order Of Nurses For Canada – Eastern Region ("**VON East**") has filed a Plan of Compromise or Arrangement under the CCAA, dated October, 2016 (as amended and restated on November 18, 2016, the "**Plan**"), which Plan has been approved by the Required Majority and sanctioned by the Court; and

D. Unless otherwise indicated herein, capitalized terms used herein have the meaning set out in the Plan.

THE MONITOR HEREBY CERTIFIES that it has received written notice from VON East that (i) the conditions precedent set out in Section 6.1 of the Plan have been satisfied or waived in accordance with the Plan; and (ii) all distributions under the Plan have been issued in accordance with the Plan, and that the Implementation Date has occurred.

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

Collins Barrow Toronto Limited, in its capacity as Monitor of Victorian Order Of Nurses For Canada – Eastern Region and not in its personal or corporate capacity

By: _____

Name:

Title:

Schedule "C"**(Form of Monitor's Termination Certificate)**

Court File No. CV-15-11192-00CL

**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 SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED****AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR
CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION AND VICTORIAN ORDER OF NURSES
FOR CANADA –WESTERN REGION**

Applicants

(Monitor's Termination Certificate)

A. **WHEREAS** on November ●, 2016, the Honourable Justice Penny made an order (the "**Sanction Order**") authorizing the discharge of Collins Barrow Toronto Limited, in its capacity as monitor of Victorian Order Of Nurses For Canada – Eastern Region (the "**Monitor**") in the *Companies' Creditors Arrangement Act* proceedings of Victorian Order Of Nurses For Canada – Eastern Region, among others, and terminating these proceedings in respect of Victorian Order Of Nurses For Canada – Eastern Region, effective upon the filing with the Court of a certificate in which the Monitor certifies that all Outstanding Matters (as defined in the Sanction Order) have been completed.

NOW THEREFORE THE MONITOR CERTIFIES the following:

1. The Monitor hereby certifies that the Outstanding Matters are now completed.

DATED at the City of Toronto, in the Province of Ontario, this ● day of ●, 2016.

Collins Barrow Toronto Limited, in its capacity as Court-appointed Monitor of Victorian Order Of Nurses For Canada – Eastern Region 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

Court File No.: CV-16-11192-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA. ET AL.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER
(SANCTION - VON EAST)**

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Lawyers for the Applicants

Court File No. CV-15-11192-00CL

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

THE HONOURABLE MR.)	WEDNESDAY, THE 23 rd
)	
JUSTICE PENNY)	DAY OF NOVEMBER, 2016

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

**AND IN THE MATTER OF SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED**

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CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION AND VICTORIAN ORDER OF NURSES
FOR CANADA –WESTERN REGION.**

Applicants

ORDER

**(PLAN SANCTION, STAY EXTENSION, MONITOR DISCHARGE, AND CCAA
TERMINATION)**

THIS MOTION made by Victorian Order Of Nurses For Canada – Western Region (“**VON West**”) for an Order (the “**Sanction Order**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), sanctioning the Amended and Restated Plan of Compromise or Arrangement dated November 18, 2016, which is attached as Schedule “A” hereto (and as it may be further amended, varied or supplemented from time to time in accordance with the terms thereof, the “**CCAA Plan**”) was heard on November 23, 2016 at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Jo-Anne Poirier sworn November ●, 2016, filed, the Eighth Report (the “**Eighth Report**”) of Collins Barrow Toronto Limited, in its capacity as monitor of, among others, VON West (the “**Monitor**”), filed, and on hearing the

submissions of counsel for each of VON West, the Board of Directors of VON West and the Monitor and such other counsel as were present and wished to be heard, no one else appearing although duly served as appears from the affidavit of service of ●, sworn ●, filed,

DEFINED TERMS

1. **THIS COURT ORDERS** that any capitalized terms not otherwise defined in this Sanction Order shall have the meanings ascribed to such terms in the CCAA Plan or the Meeting Order granted by this Court on October 5, 2016 (the "**Meeting Order**"), as applicable, and that any capitalized terms not otherwise defined in paragraph 15 of this Sanction Order shall have the meanings ascribed to such terms in the Claims Procedure Order granted by this Court on October 5, 2016 (the "**Claims Procedure Order**").

SERVICE, NOTICE AND MEETING

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record in support of this motion and the ● Report be and are hereby abridged and validated so that the motion is properly returnable today and service upon any interested party other than those parties served is hereby dispensed with.
3. **THIS COURT ORDERS AND DECLARES** that there has been good and sufficient notice, service and delivery of the Meeting Order and the Information Package, including the CCAA Plan and the Notice of Meeting to all holders of Unsecured Proven Claims and holders of Disputed Claims.
4. **THIS COURT ORDERS AND DECLARES** that the Meeting was duly convened and held on November 16, 2016 in conformity with the CCAA and the Meeting Order.

SANCTION OF THE PLAN

5. **THIS COURT ORDERS AND DECLARES** that:
 - (a) the CCAA Plan has been approved by the Required Majority, as required by the Meeting Order and in conformity with the CCAA;

- (b) the activities of VON West have been in compliance with the provisions of the CCAA and the Orders of this Court granted in these CCAA proceedings (the “**Orders**”) in all respects;
 - (c) the Court is satisfied that VON West has acted and continues to act in good faith and with due diligence and has not done or purported to do anything that is not authorized by the CCAA; and
 - (d) the CCAA Plan and all terms and conditions of and matters and transactions contemplated thereby are fair and reasonable.
6. **THIS COURT ORDERS AND DECLARES** that the CCAA Plan, including without limitation the compromises, arrangements and releases set out therein and the transactions contemplated thereby, is hereby sanctioned and approved pursuant to section 6 of the CCAA.

PLAN IMPLEMENTATION

7. **THIS COURT ORDERS** that each of VON West and the Monitor are authorized and directed to take all steps and actions, and do all things, necessary or appropriate to implement the CCAA Plan in accordance with its terms and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, deliveries, allocations and agreements contemplated by the CCAA Plan, and such steps and actions are hereby authorized, ratified and approved.
8. **THIS COURT ORDERS** that all payments and distributions to Creditors under the CCAA Plan are to be made by VON West to the Creditors holding Proven Claims. VON West shall not incur any liability as a result of acting in accordance with the terms of the CCAA Plan and the Sanction Order.
9. **THIS COURT ORDERS AND DECLARES** that, on the Implementation Date, the CCAA Plan and all associated steps, compromises, transactions, arrangements, releases and reorganizations effected thereby shall be deemed to be implemented, binding and effective in accordance with the provisions of the CCAA Plan, without any further act or formality.

10. **THIS COURT ORDERS** that upon the satisfaction or waiver of the conditions precedent set out in Section 6.1 of the CCAA Plan and issuance of all distributions under the CCAA Plan in accordance with the terms of the CCAA Plan, as confirmed by VON West in writing, on which the Monitor shall be permitted to rely without verification, the Monitor is authorized and directed to file with the Court a certificate substantially in the form attached as Schedule “B” hereto (the “**Monitor’s Implementation Certificate**”) signed by the Monitor, certifying that all conditions precedent set out in Section 6.1 of the CCAA Plan have been satisfied or waived, as applicable, and that the CCAA Plan has been implemented.
11. **THIS COURT ORDERS** that, in accordance with the provisions of the CCAA Plan, each of the Charges (as defined in the Initial Order) shall be terminated, discharged and released on the Implementation Date as against VON West; provided, however, that a cash reserve in an amount not to exceed \$5,000 shall be paid over to the Monitor on the Implementation Date to pay any claims that may become payable for amounts that were previously secured by the Charges as against VON West, all in accordance with Section 5.9 of the CCAA Plan.
12. **THIS COURT ORDERS** that:
 - (a) other than as expressly set out herein, the provisions of the Initial Order shall terminate in respect of VON West, including the Stay Period (as defined in the Initial Order), on the Implementation Date except to the extent of the protections granted therein in favour of the Monitor; and
 - (b) all other Orders made in these CCAA proceedings 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.
13. **THIS COURT ORDERS** that from and after the Implementation Date, all Creditors shall be deemed to have consented and agreed to all of the provisions of the CCAA Plan in its entirety; and each Creditor shall be deemed to have granted, and executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the CCAA Plan in its entirety.

EFFECT OF CCAA PLAN AND CCAA ORDERS

14. **THIS COURT ORDERS** that, from and after the Implementation Date, the CCAA Plan shall inure to the benefit of and be binding upon VON West any Person with a Released Claim, and all other Persons and parties named or referred to in or affected by the CCAA Plan, including, without limitation, their respective heirs, administrators, executors, legal representatives, successors, and assigns.
15. **THIS COURT ORDERS** that, save and except for any Claim that has been allowed in accordance with the Claims Procedure Order in these CCAA proceedings, and without limiting the provisions of the Claims Procedure Order, any Person that did not file a Proof of Claim or a Dispute Notice, as applicable, by the Claims Bar Date or such other bar date provided for in the Claims Procedure Order, as applicable, against VON West or a Director or Officer, whether or not such Person received direct notice of the claims process established by the Claims Procedure Order, shall be and is hereby forever barred from making any Claim against VON West, or any Director or Officer, as applicable, and shall not be entitled to any consideration under the CCAA Plan, and such Person's Claim shall be and is hereby forever barred and extinguished.

THE MONITOR

16. **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 and in the Orders and the CCAA Plan, shall be and is hereby authorized, directed and empowered to perform its functions and fulfill its obligations under the CCAA Plan to facilitate the implementation of the CCAA Plan.
17. **THIS COURT ORDERS** that the Monitor has satisfied all of its obligations up to and including the date of this Sanction Order, and that: (i) in carrying out the terms of this Sanction Order and the CCAA Plan including the obligations, duties and responsibilities (if any) described in this Sanction Order, the Monitor shall have all the protections given to it by the CCAA, the Orders, and as an officer of the Court, including the stay of proceedings in its favour; (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Sanction Order and/or the CCAA Plan and in performing its duties as Monitor in these CCAA proceedings including the obligations, duties and responsibilities (if any) described in this Sanction Order, save and except for

any gross negligence or wilful misconduct on its part; (iii) the Monitor shall be entitled to rely on the books and records of VON West and any information provided by, and/or representations made by, VON West without independent investigation; (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, or with respect to any such information disclosed or represented to or provided by the Monitor, including with respect to reliance thereon by any Person; and (v) the distributions, if any, delivered by the Monitor pursuant to the CCAA Plan are not delivered by the Monitor in its personal or corporate capacity and are delivered without personal or corporate liability of the Monitor, and, without limiting the foregoing, the Monitor shall have no obligations or liability in connection with any withholdings or deductions that any Person may assert should or should not have been made in connection with such distributions.

18. **THIS COURT ORDERS** that upon the delivery of the Monitor's Implementation Certificate by the Monitor pursuant to paragraph 10 of this Sanction Order, the Monitor shall be discharged and released from its duties as Monitor of VON West other than those obligations, duties and responsibilities: (i) necessary or required to give effect to the terms of the CCAA Plan and this Sanction Order, (ii) in relation to the claims procedure and all matters relating thereto as set out in the Claims Procedure Order, and (iii) in connection with the completion by the Monitor of all other matters for which it is responsible in connection with the CCAA Plan or pursuant to the Orders of this Court made in these CCAA proceedings in respect of VON West (collectively, the "**Outstanding Matters**").
19. **THIS COURT ORDERS** that upon completion of the Outstanding Matters, the Monitor shall file a certificate substantially in the form of Schedule "C" hereto (the "**Monitor's Termination Certificate**") and upon filing the Monitor's Termination Certificate, the Monitor shall be discharged from its role in respect of VON West, provided however that notwithstanding its discharge herein (a) the Monitor shall remain Monitor for the performance of such incidental duties as may be required, and (b) the Monitor shall continue to have the benefit of the provisions of all Orders made in these CCAA proceedings, including all approvals, protections and stays of proceedings in favour of the Monitor.

20. **THIS COURT ORDERS** that upon the filing of the Monitor's Termination Certificate, the Monitor shall be released and discharged from any and all liability that the Monitor now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Monitor while acting in its capacity as Monitor of VON West in these proceedings, save and except for liability arising from its gross negligence or wilful misconduct. Without limiting the generality of the foregoing, the Monitor, in its capacity as Monitor of VON West, shall be forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, within these proceedings.
21. **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 of VON West in these proceedings, except with prior leave of this Court and on prior written notice to the Monitor and such further order securing, as security for costs, the solicitor and his own client costs of the Monitor in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

STAY EXTENSION AND TERMINATION OF PROCEEDINGS

22. **THIS COURT ORDERS** that upon filing of the Monitor's Termination Certificate, these CCAA proceedings shall be terminated in respect of VON West.
23. **THIS COURT ORDERS** that the Stay Period (as defined in the Initial Order) be and is hereby extended to and including the date that is the earlier of: (i) the Implementation Date; and (ii) February 27, 2017.

EFFECT, RECOGNITION AND ASSISTANCE

24. **THIS COURT ORDERS** that VON West and the Monitor may apply to this Court for advice and direction with respect to any matter arising from or under the CCAA Plan or this Sanction Order.
25. **THIS COURT ORDERS** that this Sanction Order shall have full force and effect in all provinces and territories of Canada and abroad as against all Persons and parties against whom it may otherwise be enforced.

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

Schedule "A"
(CCAA Plan)

Schedule "B"

Form of Monitor's Implementation Certificate

Court File No. CV-15-11192-00CL

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 SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR
CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION AND VICTORIAN ORDER OF NURSES
FOR CANADA –WESTERN REGION**

Applicants

MONITOR'S IMPLEMENTATION CERTIFICATE

RECITALS

- A. Pursuant to an order of the Court dated November 25, 2015, and subsequently amended and restated (the "**Initial Order**"), Victorian Order Of Nurses For Canada – Western Region, among others, filed for and obtained protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").
- B. Pursuant to the Initial Order, Collins Barrow Toronto Limited was appointed the Monitor of the Applicants (the "**Monitor**") with the powers, duties and obligations set out in the Initial Order.
- C. Victorian Order Of Nurses For Canada – Western Region ("**VON West**") has filed a Plan of Compromise or Arrangement under the CCAA, dated October 5, 2016 (as amended and restated on November 18, 2016, the "**Plan**"), which Plan has been approved by the Required Majority and sanctioned by the Court; and

D. Unless otherwise indicated herein, capitalized terms used herein have the meaning set out in the Plan.

THE MONITOR HEREBY CERTIFIES that it has received written notice from VON West that (i) the conditions precedent set out in Section 6.1 of the Plan have been satisfied or waived in accordance with the Plan; and (ii) all distributions under the Plan have been issued in accordance with the Plan, and that the Implementation Date has occurred.

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

Collins Barrow Toronto Limited, in its capacity as Monitor of Victorian Order Of Nurses For Canada – Western Region and not in its personal or corporate capacity

By: _____

Name:

Title:

Schedule "C"**Form of Monitor's Termination Certificate**

Court File No. CV-15-11192-00CL

**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 SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED****AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR
CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION AND VICTORIAN ORDER OF NURSES
FOR CANADA –WESTERN REGION**

Applicants

(Monitor's Termination Certificate)

A. **WHEREAS** on November ●, 2016, the Honourable Justice Penny made an order (the "**Sanction Order**") authorizing the discharge of Collins Barrow Toronto Limited, in its capacity as monitor of Victorian Order Of Nurses For Canada – Western Region (the "**Monitor**") in the *Companies' Creditors Arrangement Act* proceedings of Victorian Order Of Nurses For Canada – Western Region, among others, and terminating these proceedings in respect of Victorian Order Of Nurses For Canada – Western Region, effective upon the filing with the Court of a certificate in which the Monitor certifies that all Outstanding Matters (as defined in the Sanction Order) have been completed.

NOW THEREFORE THE MONITOR CERTIFIES the following:

1. The Monitor hereby certifies that the Outstanding Matters are now completed.

DATED at the City of Toronto, in the Province of Ontario, this ● day of ●, 2016.

Collins Barrow Toronto Limited, in its capacity as Court-appointed Monitor of Victorian Order Of Nurses For Canada – Western Region 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

Court File No.: CV-16-11192-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA. ET AL.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER
(SANCTION – VON WEST)**

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Lawyers for the Applicants

Court File No. CV-15-11192-00CL

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

THE HONOURABLE MR.)	WEDNESDAY, THE 23 rd
)	
JUSTICE PENNY)	DAY OF NOVEMBER, 2016

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

**AND IN THE MATTER OF SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR
CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION AND VICTORIAN ORDER OF NURSES
FOR CANADA –WESTERN REGION.**

Applicants

ORDER

**(PLAN SANCTION, STAY EXTENSION, MONITOR DISCHARGE, AND CCAA
TERMINATION)**

THIS MOTION made by Victorian Order Of Nurses For Canada (“**VON Canada**”) for an Order (the “**Sanction Order**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), sanctioning the Amended and Restated Plan of Compromise or Arrangement dated November 18, 2016, which is attached as Schedule “A” hereto (and as it may be further amended, varied or supplemented from time to time in accordance with the terms thereof, the “**CCAA Plan**”) was heard on November 23, 2016 at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Jo-Anne Poirier sworn November 18, 2016, filed, the Eighth Report (the “**Eighth Report**”) of Collins Barrow Toronto Limited, in its capacity as monitor of, among others, VON Canada (the “**Monitor**”), filed, and on hearing the

submissions of counsel for each of VON Canada, the Board of Directors of VON Canada and the Monitor and such other counsel as were present and wished to be heard, no one else appearing although duly served as appears from the affidavit of service of ●, sworn ●, filed,

DEFINED TERMS

1. **THIS COURT ORDERS** that any capitalized terms not otherwise defined in this Sanction Order shall have the meanings ascribed to such terms in the CCAA Plan or the Meeting Order granted by this Court on October 5, 2016 (the “**Meeting Order**”), as applicable, and that any capitalized terms not otherwise defined in paragraph 15 of this Sanction Order shall have the meanings ascribed to such terms in the Stay Extension and Claims Procedure Order granted by this Court on February 24, 2016 (the “**Claims Procedure Order**”).

SERVICE, NOTICE AND MEETING

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record in support of this motion and the Eighth Report be and are hereby abridged and validated so that the motion is properly returnable today and service upon any interested party other than those parties served is hereby dispensed with.
3. **THIS COURT ORDERS AND DECLARES** that there has been good and sufficient notice, service and delivery of the Meeting Order and the Information Package, including the CCAA Plan and the Notice of Meeting to all holders of Unsecured Proven Claims and holders of Disputed Claims.
4. **THIS COURT ORDERS AND DECLARES** that the Meeting was duly convened and held on November 3, 2016 in conformity with the CCAA and the Meeting Order.

SANCTION OF THE PLAN

5. **THIS COURT ORDERS AND DECLARES** that:
 - (a) the CCAA Plan has been approved by the Required Majority, as required by the Meeting Order and in conformity with the CCAA;

- (b) the activities of VON Canada have been in compliance with the provisions of the CCAA and the Orders of this Court granted in these CCAA proceedings (the “**Orders**”) in all respects;
 - (c) the Court is satisfied that VON Canada has acted and continues to act in good faith and with due diligence and has not done or purported to do anything that is not authorized by the CCAA; and
 - (d) the CCAA Plan and all terms and conditions of and matters and transactions contemplated thereby are fair and reasonable.
6. **THIS COURT ORDERS AND DECLARES** that the CCAA Plan, including without limitation the compromises, arrangements and releases set out therein and the transactions contemplated thereby, is hereby sanctioned and approved pursuant to section 6 of the CCAA.

PLAN IMPLEMENTATION

7. **THIS COURT ORDERS** that each of VON Canada and the Monitor are authorized and directed to take all steps and actions, and do all things, necessary or appropriate to implement the CCAA Plan in accordance with its terms and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, deliveries, allocations and agreements contemplated by the CCAA Plan, and such steps and actions are hereby authorized, ratified and approved.
8. **THIS COURT ORDERS** that all payments and distributions to Creditors under the CCAA Plan are to be made by VON Canada to the Creditors holding Proven Claims. VON Canada shall not incur any liability as a result of acting in accordance with the terms of the CCAA Plan and the Sanction Order.
9. **THIS COURT ORDERS AND DECLARES** that, on the Implementation Date, the CCAA Plan and all associated steps, compromises, transactions, arrangements, releases and reorganizations effected thereby shall be deemed to be implemented, binding and effective in accordance with the provisions of the CCAA Plan, without any further act or formality.

10. **THIS COURT ORDERS** that upon the satisfaction or waiver of the conditions precedent set out in Section 6.1 of the CCAA Plan and issuance of all distributions under the CCAA Plan in accordance with the terms of the CCAA Plan, as confirmed by VON Canada in writing, on which the Monitor shall be permitted to rely without verification, the Monitor is authorized and directed to file with the Court a certificate substantially in the form attached as Schedule “B” hereto (the “**Monitor’s Implementation Certificate**”) signed by the Monitor, certifying that all conditions precedent set out in Section 6.1 of the CCAA Plan have been satisfied or waived, as applicable, and that the CCAA Plan has been implemented.
11. **THIS COURT ORDERS** that, in accordance with the provisions of the CCAA Plan, each of the Charges (as defined in the Initial Order) shall be terminated, discharged and released on the Implementation Date as against VON Canada; provided, however, that a cash reserve in an amount not to exceed \$50,000 (the “**Administration Funds**”) shall be paid over to the Monitor on the Implementation Date to pay any claims that may become payable for amounts that were previously secured by the Charges as against VON Canada, all in accordance with Section 5.10 of the CCAA Plan.
12. **THIS COURT ORDERS** that:
 - (a) other than as expressly set out herein, the provisions of the Initial Order shall terminate in respect of VON Canada, including the Stay Period (as defined in the Initial Order), on the Implementation Date except to the extent of the protections granted therein in favour of the Monitor; and
 - (b) all other Orders made in these CCAA proceedings 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.
13. **THIS COURT ORDERS** that from and after the Implementation Date, all Creditors shall be deemed to have consented and agreed to all of the provisions of the CCAA Plan in its entirety; and each Creditor shall be deemed to have granted, and executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the CCAA Plan in its entirety.

EFFECT OF CCAA PLAN AND CCAA ORDERS

14. **THIS COURT ORDERS** that, from and after the Implementation Date, the CCAA Plan shall inure to the benefit of and be binding upon VON Canada, any Person with a Released Claim, and all other Persons and parties named or referred to in or affected by the CCAA Plan, including, without limitation, their respective heirs, administrators, executors, legal representatives, successors, and assigns.
15. **THIS COURT ORDERS** that, save and except for any Claim that has been allowed in accordance with the Claims Procedure Order in these CCAA proceedings, and without limiting the provisions of the Claims Procedure Order, any Person that did not file a Proof of Claim or a Dispute Notice, as applicable, by the Claims Bar Date or such other bar date provided for in the Claims Procedure Order, as applicable, against VON Canada or a Director or Officer, whether or not such Person received direct notice of the claims process established by the Claims Procedure Order, shall be and is hereby forever barred from making any Claim against VON Canada, or any Director or Officer, as applicable, and shall not be entitled to any consideration under the CCAA Plan, and such Person's Claim shall be and is hereby forever barred and extinguished.
16. **THIS COURT ORDERS AND DECLARES** that, subject to the performance by VON Canada of its obligations under the CCAA Plan, all obligations or agreements to which VON Canada is a party immediately prior to the Implementation Date, will be and shall remain in full force and effect as at the Implementation Date in respect of VON Canada, unamended, and no Person who is a party to any such obligations or agreements shall, following the Implementation Date, accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right or make any demand under or in respect of any such obligation or agreement, by reason of:
- (i) any defaults or events of default arising as a result of the insolvency of any of the Applicants prior to the Implementation Date;
 - (ii) the fact that any of the Applicants has sought or obtained relief under the CCAA, Section 101 of the *Courts of Justice Act* (Ontario) or that this CCAA Plan has been implemented by VON Canada;

- (iii) the effect on VON Canada of the completion of any of the transactions contemplated by this CCAA Plan;
- (iv) any compromises or arrangements effected pursuant to this CCAA Plan;
or
- (v) any other event(s) which occurred on or prior to the Implementation Date which would have entitled any Person to enforce rights and remedies, subject to any express provisions to the contrary in any agreements entered into with VON Canada after the Filing Date.

THE MONITOR

17. **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 and in the Orders and the CCAA Plan, shall be and is hereby authorized, directed and empowered to perform its functions and fulfill its obligations under the CCAA Plan to facilitate the implementation of the CCAA Plan.
18. **THIS COURT ORDERS** that the Monitor has satisfied all of its obligations up to and including the date of this Sanction Order, and that: (i) in carrying out the terms of this Sanction Order and the CCAA Plan including the obligations, duties and responsibilities (if any) described in this Sanction Order, the Monitor shall have all the protections given to it by the CCAA, the Orders, and as an officer of the Court, including the stay of proceedings in its favour; (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Sanction Order and/or the CCAA Plan and in performing its duties as Monitor in these CCAA proceedings including the obligations, duties and responsibilities (if any) described in this Sanction Order, save and except for any gross negligence or wilful misconduct on its part; (iii) the Monitor shall be entitled to rely on the books and records of VON Canada and any information provided by, and/or representations made by, VON Canada without independent investigation; (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, or with respect to any such information

disclosed or represented to or provided by the Monitor, including with respect to reliance thereon by any Person; and (v) the distributions, if any, delivered by the Monitor pursuant to the CCAA Plan are not delivered by the Monitor in its personal or corporate capacity and are delivered without personal or corporate liability of the Monitor, and, without limiting the foregoing, the Monitor shall have no obligations or liability in connection with any withholdings or deductions that any Person may assert should or should not have been made in connection with such distributions.

19. **THIS COURT ORDERS** that upon the delivery of the Monitor's Implementation Certificate by the Monitor pursuant to paragraph 10 of this Sanction Order, the Monitor shall be discharged and released from its duties as Monitor of VON Canada other than those obligations, duties and responsibilities: (i) necessary or required to give effect to the terms of the CCAA Plan and this Sanction Order, (ii) in relation to the claims procedure and all matters relating thereto as set out in the Claims Procedure Order, and (iii) in connection with the completion by the Monitor of all other matters for which it is responsible in connection with the CCAA Plan or pursuant to the Orders of this Court made in these CCAA proceedings in respect of VON Canada (collectively, the "**Outstanding Matters**").
20. **THIS COURT ORDERS** that, subject to Paragraphs 22 and 23 hereof, the Fourth Report of the Monitor, dated October 1, 2016, the Fifth Report of the Monitor, dated October 1, 2016, the Sixth Report of the Monitor, dated October 1, 2016, the Seventh Report of the Monitor, dated November 7, 2016, and the Eighth Report, and the activities of the Monitor described therein are hereby approved.
21. **THIS COURT ORDERS** that (i) the fees and disbursements of the Monitor and the Monitor's counsel, as set out in the Affidavit of ●, sworn ●, 2016, and the Affidavit of Annie Kwok, sworn November 16, 2016 are hereby approved.
22. **THIS COURT ORDERS** that in the event any person objects to the approvals provided in paragraph 20 and 21 hereof, that person must send a written notice of objection and the grounds therefor to the Monitor at the address set out on the Service List such that the objection is received by the Monitor within ten days of the date of this Order (the "**Objection Deadline**"). If no objection is received by the Monitor prior to the Objection

Deadline, the approvals provided in paragraphs 20 and 21 hereof shall be automatically deemed effective without further Order of the Court.

23. **THIS COURT ORDERS** that if an objection to the approvals provided in paragraphs 20 and 21 hereof is received by the Monitor in accordance with paragraph 22 hereof, the approvals provided in paragraphs 20 and 21 hereof shall only become effective if the objection is revoked in writing by the objecting party or upon further Order of the Court.
24. **THIS COURT ORDERS** that the Monitor and its counsel shall not be required to pass any further accounts with the Court, which accounts shall be paid by VON Canada, Victorian Order Of Nurses For Canada – Eastern Region and Victorian Order Of Nurses For Canada – Western Region from the Administration Funds and any funds held pursuant to Section 5.9 of the Amended and Restated Plan of Compromise or Arrangement of Victorian Order of Nurses For Canada - Eastern Region and Section 5.9 of the Amended and Restated Plan of Compromise or Arrangement of Victorian Order of Nurses For Canada – Western Region or any remaining cash retainers in the possession of the Monitor.
25. **THIS COURT ORDERS** that upon completion of the Outstanding Matters, the Monitor shall file a certificate substantially in the form of Schedule “C” hereto (the “**Monitor’s Termination Certificate**”) and upon filing the Monitor’s Termination Certificate, the Monitor shall be discharged from its role in respect of VON Canada, provided however that notwithstanding its discharge herein (a) the Monitor shall remain Monitor for the performance of such incidental duties as may be required, and (b) the Monitor shall continue to have the benefit of the provisions of all Orders made in these CCAA proceedings, including all approvals, protections and stays of proceedings in favour of the Monitor.
26. **THIS COURT ORDERS** that upon the filing of the Monitor’s Termination Certificate, the Monitor shall be released and discharged from any and all liability that the Monitor now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Monitor while acting in its capacity as Monitor of VON Canada in these proceedings, save and except for liability arising from its gross negligence or wilful misconduct. Without limiting the generality of the foregoing, the Monitor, in its capacity as Monitor of VON Canada, shall be forever released and discharged from any and all

liability relating to matters that were raised, or which could have been raised, within these proceedings.

27. **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 of VON Canada in these proceedings, except with prior leave of this Court and on prior written notice to the Monitor and such further order securing, as security for costs, the solicitor and his own client costs of the Monitor in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

STAY EXTENSION AND TERMINATION OF PROCEEDINGS

28. **THIS COURT ORDERS** that upon filing of the Monitor's Termination Certificate, these CCAA proceedings shall be terminated in respect of VON Canada.
29. **THIS COURT ORDERS** that the Stay Period (as defined in the Initial Order) be and is hereby extended to and including the time that is the earlier of: (i) the Implementation Date; and (ii) December 30, 2016.

CHIEF RESTRUCTURING OFFICER

30. **THIS COURT ORDERS** that effective upon filing of the Monitor's Termination Certificate, the appointment of the Chief Restructuring Officer (as defined in the Initial Order) shall be automatically terminated and the Chief Restructuring Officer shall be automatically discharged from any further obligations in respect of VON Canada.
31. **THIS COURT ORDERS** that effective upon filing of the Monitor's Termination Certificate, the Chief Restructuring Officer is hereby released and discharged from any and all liability that the Chief Restructuring Officer now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Chief Restructuring Officer while acting in its capacity as Chief Restructuring Officer of VON Canada.
32. **THIS COURT ORDERS** that notwithstanding any provision of this Order, the Chief Restructuring Officer may carry out such functions and duties as may be incidental to the termination of the proceedings under the CCAA in respect of VON Canada and in carrying out such functions and duties, the Chief Restructuring Officer shall continue to

have the benefit of any and all of the protections granted in the CCAA proceedings of VON Canada.

EFFECT, RECOGNITION AND ASSISTANCE

33. **THIS COURT ORDERS** that VON Canada and the Monitor may apply to this Court for advice and direction with respect to any matter arising from or under the CCAA Plan or this Sanction Order.
 34. **THIS COURT ORDERS** that this Sanction Order shall have full force and effect in all provinces and territories of Canada and abroad as against all Persons and parties against whom it may otherwise be enforced.
 35. **THIS COURT REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Sanction Order and the CCAA Plan or to assist VON Canada, the Monitor and their respective agents in carrying out the terms of this Sanction Order and the CCAA Plan. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to VON Canada and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Sanction Order and the CCAA Plan, to grant representative status to the Monitor in any foreign proceeding, or to assist VON Canada or the Monitor and their respective agents in carrying out the terms of this Sanction Order and the CCAA Plan.
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Schedule "A"
(CCAA Plan)

Schedule "B"

Form of Monitor's Implementation Certificate

Court File No. CV-15-11192-00CL

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 SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR
CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION AND VICTORIAN ORDER OF NURSES
FOR CANADA –WESTERN REGION.**

Applicants

MONITOR'S IMPLEMENTATION CERTIFICATE

RECITALS

- A. Pursuant to an order of the Court dated November 25, 2015, as subsequently amended and restated (the "**Initial Order**"), Victorian Order Of Nurses For Canada, among others, filed for and obtained protection from its creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").
- B. Pursuant to the Initial Order, Collins Barrow Toronto Limited was appointed the Monitor of the Applicants (the "**Monitor**") with the powers, duties and obligations set out in the Initial Order.
- C. Victorian Order Of Nurses For Canada ("**VON Canada**") has filed a Plan of Compromise or Arrangement under the CCAA, dated August 29, 2016 (as amended and restated on November 2, 2016, and further amended and restated on November 18, 2016, the "**Plan**"), which Plan has been approved by the Required Majority and sanctioned by the Court; and

D. Unless otherwise indicated herein, capitalized terms used herein have the meaning set out in the Plan.

THE MONITOR HEREBY CERTIFIES that it has received written notice from VON Canada that (i) the conditions precedent set out in Section 6.1 of the Plan have been satisfied or waived in accordance with the Plan and (ii) all distributions under the Plan have been issued in accordance with the Plan, and that the Implementation Date has occurred.

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

Collins Barrow Toronto Limited, in its capacity as Monitor of Victorian Order Of Nurses For Canada and not in its personal or corporate capacity

By: _____

Name:

Title:

Schedule "C"

(Form of Monitor's Termination Certificate)

Court File No. CV-15-11192-00CL

**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 SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF VICTORIAN ORDER OF NURSES FOR
CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION AND VICTORIAN ORDER OF NURSES
FOR CANADA –WESTERN REGION**

Applicants

(Monitor's Termination Certificate)

A. **WHEREAS** on November ●, 2016, the Honourable Justice Penny made an order (the "**Sanction Order**") authorizing the discharge of Collins Barrow Toronto Limited, in its capacity as monitor of Victorian Order Of Nurses For Canada (the "**Monitor**") in the *Companies' Creditors Arrangement Act* proceedings of Victorian Order Of Nurses For Canada, among others, and terminating these proceedings in respect of Victorian Order Of Nurses For Canada, effective upon the filing with the Court of a certificate in which the Monitor certifies that all Outstanding Matters (as defined in the Sanction Order) have been completed.

NOW THEREFORE THE MONITOR CERTIFIES the following:

1. The Monitor hereby certifies that the Outstanding Matters are now completed.

DATED at the City of Toronto, in the Province of Ontario, this ● day of ●, 2016.

Collins Barrow Toronto Limited, in its capacity as Court-appointed Monitor of Victorian Order Of Nurses For Canada 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

Court File No.: CV-16-11192-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA. ET AL.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER
(SANCTION – VON CANADA)**

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Lawyers for the Applicants

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

Court File No. CV-15-11192-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at TORONTO

MOTION RECORD
(Re: Approval of Sanction Orders)
(returnable November 23, 2016)

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