

**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: WEPPA Claims Procedure Order)
(Returnable October 5, 2016)**

September 29, 2016

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**ONTARIO
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Applicants

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TAB 1

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

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NURSES FOR CANADA – EASTERN REGION AND VICTORIAN ORDER OF
NURSES FOR CANADA – WESTERN REGION

Applicants

**NOTICE OF MOTION
(returnable October 5, 2016)**

Victorian Order Of Nurses For Canada (“**VON Canada**”) will make a motion to a Judge presiding over the Commercial List on Wednesday, October 5, 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 an order:

- a) to establish a process for the identification and determination of WEPPA Subrogated Claims (as defined in the Order of the Court granted in these proceedings on February 24, 2016 (the “**Claims Procedure Order**”)) that may be asserted by the Government of Canada.

THE GROUNDS FOR THE MOTION ARE:

- (a) on February 24, 2016, the Court granted a Stay Extension and Claims Procedure Order providing for the implementation of a procedure to establish a process for the identification and determination of claims against VON Canada;
- (b) the Claims Procedure Order provided that:

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 a determination of WEPPA Subrogated Claims will be established by further order of this Court on notice to the Government of Canada;

- (c) VON Canada now seeks to move forward with a process to approve and implement a plan of compromise or arrangement and it must establish a procedure for the filing and determination of WEPPA Subrogated Claims;
- (d) the determination of WEPPA Subrogated Claims is necessary to:
 - (i) ensure that the Government of Canada can file any WEPPA Subrogated Claims it may have so that such claims are properly accounted for in the claims process of VON Canada; and

- (ii) to provide finality for VON Canada and its current and former directors and officers in connection with any claims that may be asserted on account of WEPPA Subrogated Claims;
- (e) the WEPPA Subrogated Claims procedure follows substantially similar procedures and forms to the Claims Procedure Order;
- (f) the additional grounds set out in the Affidavit of Jo-Anne Poirier, sworn September 29, 2016 (the "**Poirier Affidavit**");

General

- (g) The provisions of the CCAA; and
- (h) 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 Poirier Affidavit;
- (b) The Fourth 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.

September 29, 2016

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Lawyers for the Applicants

TO: The attached Service List

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

NOTICE OF MOTION

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Lawyers for the Applicants

TAB 2

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
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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 to establish a process for the identification and determination of WEPPA Subrogated Claims (as defined in the Order of this Court granted in these proceedings on February 24, 2016 (the “**Claims Procedure Order**”) that may be asserted by the Government of Canada:

I. INTRODUCTION

4. On November 25, 2015, the Court issued an Initial Order (the “**Initial Order**”) in these proceedings pursuant to the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”).

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.

7. On February 24, 2016, the Court granted a Stay Extension and Claims Procedure Order providing for the implementation of a procedure to establish a process for the identification and determination of claims against VON Canada (the "**Claims Procedure Order**").

8. The Claims Procedure Order provided that:

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 a determination of WEPPA Subrogated Claims will be established by further order of this Court on notice to the Government of Canada.

9. On August 29, 2016, VON Canada served a motion record in support of a motion to file a plan of compromise and arrangement under the CCAA (the "**VON Canada CCAA Plan**").

II. WEPPA SUBROGATED CLAIMS PROCEDURE

10. VON Canada now seeks to move forward with a process to approve and implement the VON Canada CCAA Plan. In order to do so, it must establish a procedure for the filing and determination of WEPPA Subrogated Claims.

11. The determination of WEPPA Subrogated Claims is necessary to:

- (a) ensure that the Government of Canada can file any WEPPA Subrogated Claims it may have so that such claims are properly accounted for in the claims process of VON Canada, as it is possible that certain former employees of VON Canada may not have filed their claims pursuant to the Claims Procedure Order, with the result that the primary claims that give rise to these WEPPA Subrogated Claims would be barred and, without a procedure to file WEPPA Subrogated Claims, the subrogated claims the Government of Canada may have would similarly be barred; and
- (b) to provide finality for VON Canada and its current and former directors and officers in connection with any claims that may be asserted on account of WEPPA Subrogated Claims.

12. The proposed WEPPA Subrogated claims procedure order (the "**WEPPA CPO**") establishes the process for the identification and determination of WEPPA Subrogated Claims against VON Canada and its present and former officers and directors. The WEPPA Subrogated Claims Procedure follows substantially similar procedures and forms to the Claims Procedure Order. A comparison of the proposed WEPPA CPO against the Claims Procedure Order (without schedules) is attached hereto as Exhibit "**C**".

13. The WEPPA CPO provides as follows:

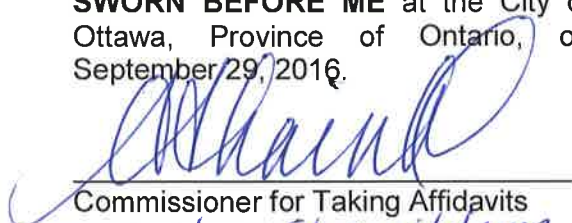
- (a) A bar date for the filing of WEPPA Subrogated Claims of October 26, 2016 at 10 a.m. (Toronto time) will be established;
- (b) in order to solicit WEPPA Subrogated Claims, the Monitor shall send, on behalf of VON Canada, to a representative of the Government of Canada with oversight of applications by VON Canada's former employees to the Wage Earner Protection Program a copy of the Proof of Claim Document Package (as defined in the WEPPA CPO);

- (c) if the Government of Canada wishes to assert a WEPPA Subrogated Claim against VON Canada or any present or former director or officer, it must submit a proof of claim such that it is received by the Monitor by no later than October 26, 2016 at 10:00 a.m. (Toronto time);
- (d) the WEPPA CPO 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; and
- (e) the only WEPPA Subrogated Claims that shall be considered accepted under the WEPPA CPO are those WEPPA Subrogated Claims in respect of which the Monitor has delivered a written acceptance.

III. PURPOSE OF AFFIDAVIT

14. This affidavit is sworn in support of the Applicants' motion for the WEPPA CPO.

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



Commissioner for Taking Affidavits
Esther Shainblum
barister + solicitor
LEUC 28647N



Jo-Anne Poirier

This is Exhibit "A" referred to in the Affidavit of Jo-Anne Poirier,
sworn September 29, 2016.



A commissioner for taking affidavits etc.

*Esther Shaublum
Barrister & Solicitor*

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

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*,
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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.

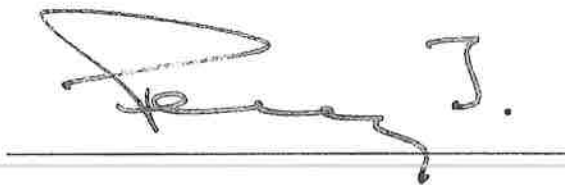
53. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this 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.



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



JAN 19 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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

SECOND AMENDED AND RESTATED 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

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Email: evan.cobb@nortonrosefulbright.com

Lawyers for the Applicants

This is Exhibit "B" referred to in the Affidavit of Jo-Anne Poirier,
sworn September 29, 2016.

A handwritten signature in blue ink, appearing to read "Shainblum", written over a horizontal line.

A commissioner for taking affidavits etc.

Esther Shainblum
Barrister + Solicitor

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

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.

Consent Amended and Restored Dist. had
Order to issue in the form signed by
me this day.

The Honourable Mr. Justice Penny

This is Exhibit "C" referred to in the Affidavit of Jo-Anne Poirier,
sworn September 29, 2016.



A commissioner for taking affidavits etc.

*Esther Shainblum
Barrister + Solicitor*

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE <u>MR.</u>)	DAY, THE
)	
JUSTICE <u>PENNY</u>)	DAY OF , 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 – WEPPA SUBROGATED
CLAIMS**

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 WEPPA Subrogated 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 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 February 18~~th~~, 2016, the ~~second~~ report of Collins Barrow Toronto Limited (the "**Monitor**") dated ~~●~~, 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 on the Service List~~, although duly served as appears from the affidavit of service of ~~●●~~ sworn [DATE] ~~●~~, 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 all capitalized terms not otherwise defined in this Order shall have the following meanings: given to them in the Claims Procedure Order.~~
 - (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.

DOCUMENTATION

4. THIS COURT ORDERS that VON Canada and the Monitor are hereby authorized to request such further documentation from ~~any~~the Person asserting a WEPPA Subrogated Claim that may reasonably be required in order to determine the validity of ~~that WEPPA Subrogated 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

- ~~5.~~ 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 284 of this Order.

DETERMINATION OF PROVEN CLAIM

6. ~~7.~~ THIS COURT ORDERS that the amount and status of every WEPPA Subrogated 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~~ 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 TO CREDITORS

7. ~~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 the Monitor shall as soon as practicable following the making of this Order,~~ 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; 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.
- ~~(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.~~

8. ~~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 Government of Canada in respect of a WEPPA Subrogated Claim.~~

9. ~~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, and the Notice of~~

~~Revision or Disallowance and the Notice for Publication, substantially in the forms attached as schedules hereto, are hereby approved~~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.

CREDITORS' WEPPA SUBROGATED CLAIMS

10. ~~12.~~ THIS COURT ORDERS that: ~~(a) Any Person that if the Government of Canada wishes to assert a Pre-filing Claim~~WEPPA Subrogated Claim against VON Canada or any Director or Officer it must deliver to the Monitor on or before the Pre-Filing Claims Bar Date10 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 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~~

11. ~~and that any Creditor that~~ 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 the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable, 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 any such WEPPA Subrogated Claim against VON Canada, the Directors or Officers, or any of them and any such WEPPA Subrogated Claim against VON Canada shall be extinguished without any further act or notification by the Monitor, or VON Canada or the Directors or Officers; and (b) shall not be entitled to vote at any Creditors' Meeting in respect of a Plan or to receive any distribution thereunder; and (c) 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 ~~Creditor~~ 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 ~~each Creditor~~ 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, ~~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 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 ~~the applicable~~ 10 a.m. (Toronto time) on October 26, 2016 asserting WEPPA Subrogated Claims ~~Bar Date~~ 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 ~~a Creditor~~ the Government of Canada with respect to a WEPPA Subrogated Claim, (ii) request that the ~~Creditor~~ 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, ~~such~~ the unsecured portion of such WEPPA Subrogated Claim shall constitute ~~such Creditor~~ 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 ~~Creditor~~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 ~~Creditor~~Government of Canada has disputed the disallowance and proven the disallowed WEPPA Subrogated Claim (or disallowed portion thereof) in accordance with paragraphs ~~19 to 23~~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. ~~19.~~ THIS COURT ORDERS that ~~any Creditor who~~ 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 ~~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~~ seven (7) Business Days after the ~~Creditor~~ Government of Canada is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph ~~3026~~ of this Order. The filing of a Dispute Notice with the Monitor within the ~~fourteen (14) day~~ 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 ~~24-2~~ 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. ~~20.~~ THIS COURT ORDERS that where ~~a Creditor that~~ 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 ~~4020~~ 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~~ 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. ~~24.~~ THIS COURT ORDERS that as soon as practicable after the delivery of the Dispute Notice pursuant to paragraph 20 above to the Monitor, the ~~Creditor~~ 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 ~~Creditor's~~ Claim.

23. ~~22.~~ THIS COURT ORDERS that in the event that a dispute raised in the ~~Creditor~~ 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 may refer the dispute to a Claims Officer for determination, or in the alternative may shall 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

24. ~~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

25. ~~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 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 ~~Claims Procedure Order~~.

26. ~~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~~ 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 ~~paragraph 30~~ Order, Notices of Revision or Disallowance shall be sent only by (i) facsimile to a number that has been provided in writing by the ~~Creditor~~ Government of Canada, (ii) email to an address that has been provided in writing by the ~~Creditor~~ Government of Canada; (iii) registered mail, or (iv) courier.

27. ~~31.~~ THIS COURT ORDERS that any notice or other communication to be given under this Order by a ~~Creditor~~ 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: cbtlmonitor@collinsbarrow.com

Any such notice or other communication by a ~~Creditor~~ 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 ~~this~~ the Claims Procedure Order, such communication shall be in substantially the form of ~~the attached~~ such Schedule.

28. ~~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 where the consent of any such Affected Director or Officer is to be obtained, ~~and 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

- ~~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

29. ~~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.
-

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

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

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

Proceeding commenced at Toronto

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

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Lawyers for the Applicants

TAB 3

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) ●, THE
)
JUSTICE PENNY) DAY OF ●, 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 ●, 2016, the ● report of Collins Barrow Toronto Limited (the "**Monitor**") dated ●, 2016 (the "**● 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 ● sworn ●, 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 ● 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: cbtlmonitor@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.



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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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
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**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**MOTION RECORD
(Re: WEPPA Claims Procedure Order)
(returnable October 5, 2016)**

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