

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE **MADAM**) THURSDAY, THE 2ND DAY
)
JUSTICE **MESBUR**) OF JUNE, 2016

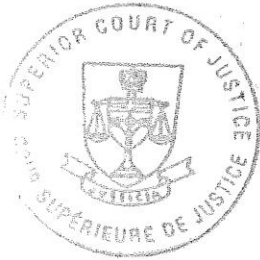
ROYAL BANK OF CANADA

Applicant

- and -

ACCULINK FENCE & WIRE INC.

Respondent



DISCHARGE ORDER

THIS MOTION, made by KPMG Inc. (“KPMG”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Acculink Fence & Wire Inc. (the “**Debtor**”), for an order, amongst other things: (i) approving the First Report of the Receiver, including the confidential schedule thereto (the “**Confidential Schedule**”), dated May 5, 2016 (collectively, the “**First Report**”) and the actions of the Receiver set out therein; (ii) sealing the Confidential Schedule until completion of the sale transaction (the “**Transaction**”) contemplated by the agreement of purchase and sale between the Receiver, as vendor, and Roma Fence Limited, as purchaser, dated April 28, 2016 (the “**Sale Agreement**”), a copy of which Sale Agreement is attached as Appendix “N” to the First Report, or until further Order of the Court; (iii) approving the fees and

disbursements of the Receiver and its counsel; (iv) authorizing and directing the Receiver to implement the Proposed Distribution (as defined in the First Report); (v) discharging KPMG as the Receiver of the assets, undertakings and properties of the Debtor effective upon the filing of a certificate by the Receiver certifying that all Outstanding Matters defined in the First Report have been completed to the satisfaction of the Receiver, in substantially the form attached hereto as Schedule "A" (the "**Discharge Certificate**"); and (vi) releasing KPMG from any and all liability, as set out in paragraph 8 of this Order, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report and the appendices thereto, including, without limitation, the affidavit of Brad Newton sworn May 2, 2016 and the affidavit of Jeremy Nemers sworn May 4, 2016, and on hearing the submissions of counsel for the Receiver, ^{J RBC} no one appearing for any other person on the service list, although properly served as appears from the affidavit of Christine Doyle sworn May 24, 2016, filed,

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the First Report be and is hereby approved and the actions of the Receiver described therein be and are hereby approved.
3. **THIS COURT ORDERS** that the Confidential Schedule be and is hereby sealed until completion of the Transaction or further Order of the Court.
4. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to implement the Proposed Distribution.

5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, together with the Reserve (as defined in the First Report), be and are hereby approved.

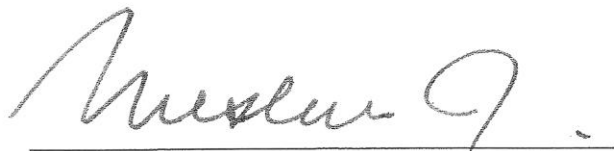
6. **THIS COURT ORDERS** that the Receiver's Statement of Receipts and Disbursements, as appended to the First Report, be and is hereby approved.

7. **THIS COURT ORDERS** that, upon the Receiver filing the Discharge Certificate, the Receiver shall be discharged as Receiver of the assets, undertakings and properties of the Debtor, provided however that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of KPMG, in its capacity as the Receiver.

8. **THIS COURT ORDERS AND DECLARES** that, upon the Receiver filing the Discharge Certificate, KPMG is hereby released and discharged from any and all liability that KPMG now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of KPMG while acting in its capacity as the Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, KPMG is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

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