

Court File No:

**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 ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP  
HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS,  
LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT  
COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES  
LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")**

**APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE  
*COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**APPLICATION RECORD**

**(Volume 3 of 3)**

**(Returnable May 16, 2018)**

May 15, 2018

**BORDEN LADNER GERVAIS LLP**

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Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG  
Intermediate Holdings, LLC, TRG Class D, LLC, The  
Rockport Group, LLC, The Rockport Company, LLC,  
Drydock Footwear, LLC, DD Management Services  
LLC and Rockport Canada ULC

**TO: ATTACHED SERVICE LIST**

**Rockport – Restructuring  
Service List  
(As at May 15, 2018)**

<b>TO:</b>	<p><b>BORDEN LADNER GERVAIS LLP</b> Bay Adelaide Centre, East Tower 22 Adelaide Street West Toronto, ON M5H 4E3 Tel: 416-367-6000 Fax: 416-367-6749</p> <p><b>Roger Jaipargas</b> Tel: 416-367-6266 rjaipargas@blg.com</p> <p><b>Alex MacFarlane</b> Tel: 416-367-6305 amacfarlane@blg.com</p> <p><b>Evita Ferreira</b> Tel: 416-367-6708 eferreira@blg.com</p> <p>Lawyers for Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC and Rockport Canada ULC</p>
<b>AND TO:</b>	<p><b>RICHARDS, LAYTON &amp; FINGER, P.A.</b> One Rodney Square   920 North King Street Wilmington, DE 19801</p> <p><b>Mark D. Collins</b> Tel: 302-651-7531 collins@rlf.com</p> <p><b>Amanda Steele</b> Tel: 302-651-7838 steele@rlf.com</p> <p><b>Brendan J. Schlauch</b> Tel: 302-651-7749 schlauch@rlf.com</p> <p>Lawyers for Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC and Rockport Canada ULC</p>

<b>AND TO:</b>	<p><b>RICHTER ADVISORY GROUP INC.</b> 181 Bay Street   Suite 3320 Bay Wellington Tower Toronto, ON M5J 2T3</p> <p><b>Adam Sherman</b> Tel: 416-642-4836 asherman@richter.ca</p> <p><b>Pritesh Patel</b> Tel: 416-642-9421 ppatel@richter.ca</p> <p>Proposed Information Officer</p>
<b>AND TO:</b>	<p><b>STIKEMAN ELLIOTT LLP</b> 5300 Commerce Court West 199 Bay Street Toronto, ON M5L 1B9 Tel: 416-869-5500 Fax: 416-947-0866</p> <p><b>Elizabeth Pillon</b> Tel: 416-869-5623 lpillon@stikeman.com</p> <p>Lawyers for Richter Advisory Group Inc.</p>
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<b>AND TO:</b>	<b>GOODWIN PROCTER LLP</b> 100 Northern Avenue Boston, MASS 02210  <b>Jon Herzog</b> Tel: 617-570-1109 jherzog@goodwinlaw.com  <b>Joseph F. Bernardi, Jr.</b> Tel: 617-570-1351 jbernardi@goodwinlaw.com  Lawyers for Charlesbank Capital Partners LLC
<b>AND TO:</b>	<b>GOODWIN PROCTER LLP</b> The New York Times Building 620 Eighth Avenue New York, New York 10018  <b>William Weintraub</b> Tel: 212-813-8839 wweintraub@goodwinlaw.com  Lawyers for Charlesbank Capital Partners LLC
<b>AND TO:</b>	<b>PEPPER HAMILTON LLP</b> Hercules Plaza, Suite 5100 1313 Market Street, P.O. Box 1709  <b>David M. Fournier</b> Tel: 302-777-6565 fournierd@pepperlaw.com  Lawyers for Charlesbank Capital Partners LLC

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<b>AND TO:</b>	<p><b>PACHULSKI STANG ZIEHL &amp; JONES LLP</b> 919 North Market Street   17<sup>th</sup> Floor Wilmington, DE 19801</p> <p><b>Bradford J. Sandler</b> Tel (DE): 302-778-6424 Tel (NY): 212-561-7700 bsandler@pszjlaw.com</p> <p><b>James E. O'Neill</b> Tel: 302-778-6407 joneill@pszjlaw.com</p> <p>Lawyers for the Senior Secured Noteholders</p>

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<b>AND TO:</b>	<p><b>ASHBY &amp; GEDDES, P.A.</b> 500 Delaware Avenue   8th Floor Wilmington, DE 19801</p> <p><b>Gregory A. Taylor</b> Tel: 302-504-3710 GTaylor@ashbygeddes.com</p> <p>Lawyers for Citizens Business Capital</p>

<b>AND TO:</b>	<p><b>OSLER, HOSKIN &amp; HARCOURT LLP</b> 1000, rue De La Gauchetière Ouest   Bureau 2100 Montréal, QC H3B 4W5</p> <p><b>Sandra Abitan</b> Tel: 514-904-5648 sabitan@osler.com</p> <p><b>Tracy Sandler</b> Tel: 416-862-5890 tsandler@osler.com</p> <p><b>Andrea Lockhart</b> Tel: 416-862-6829 alockhart@osler.com</p> <p><b>Joshua Lam</b> Tel: 416-862-4936 jlam@osler.com</p> <p>Lawyers for Citizens Business Capital</p>
<b>AND TO:</b>	<p><b>TORYS LLP</b> 79 Wellington St. W., 30th Floor, Box 270, TD South Tower Toronto, Ontario M5K 1N2</p> <p><b>David Bish</b> Tel: 416-865-7353 dbish@torys.com</p> <p>Lawyers for The Cadillac Fairview Corporation Limited</p>

**Email Service List**

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**I N D E X**

<b>TAB</b>	<b>DOCUMENT</b>
1.	Notice of Application returnable May 16, 2018
2.	Affidavit of Paul Kosturos sworn May 15, 2018
Exhibit A:	Petitions filed with US Court
Exhibit B:	First Day Declaration
Exhibit C:	Joint Administration Order
Exhibit D:	Claims Agent Order
Exhibit E:	Automatic Stay Order
Exhibit F:	Foreign Representative Order
Exhibit G:	Shippers and Warehousemen Order
Exhibit H:	Critical and Foreign Vendors Order
Exhibit I:	Taxes Order
Exhibit J:	Insurance Order
Exhibit K:	Wages Order
Exhibit L:	Customer Program Order
Exhibit M:	Utilities Order
Exhibit N:	Cash Management Order

**TAB**

**DOCUMENT**

- Exhibit O: Interim DIP Financing Order
  - Exhibit P: Rockport Group Organizational Chart
  - Exhibit Q: British Columbia Corporate Registry search
  - Exhibit R: Rockport Group's consolidated financial statements ended December 31, 2017
  - Exhibit S: Rockport Group's cash flow budgets
  - Exhibit T: Quebec PPR Search dated April 25, 2018
  - Exhibit U: Alberta PPR Search dated April 25, 2018
  - Exhibit V: Ontario PPR Search dated April 11, 2018
  - Exhibit W: Nova Scotia PPR Search dated April 25, 2018
  - Exhibit X: Prince Edward Island PPR dated April 25, 2018
  - Exhibit Y: Manitoba PPR Search dated April 25, 2018
  - Exhibit Z: British Columbia PPR Search dated May 7, 2018
  - Exhibit AA: Consent of Richter to act as Information Officer
3. Draft Initial Recognition Order
  4. Draft Supplemental Order
  5. Blackline against Model Initial Recognition Order
  6. Blackline against Model Supplemental Order

**Tab Q**

THIS IS EXHIBIT "Q" TO THE AFFIDAVIT  
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15<sup>TH</sup> DAY OF MAY, 2018

*Lesley A. Morris*

A Notary Public in and for the State of Delaware





## BC Company Summary

### For ROCKPORT CANADA ULC

**Date and Time of Search:** April 26, 2018 03:49 PM Pacific Time  
**Currency Date:** April 16, 2018

#### ACTIVE

**Incorporation Number:** BC1034175  
**Name of Company:** ROCKPORT CANADA ULC  
**Recognition Date and Time:** Incorporated on April 21, 2015 01:16 PM Pacific Time **In Liquidation:** No  
**Last Annual Report Filed:** April 21, 2017 **Receiver:** No

#### REGISTERED OFFICE INFORMATION

**Mailing Address:**  
SUITE 2400, 745 THURLOW STREET  
VANCOUVER BC V6E 0C5  
CANADA

**Delivery Address:**  
SUITE 2400, 745 THURLOW STREET  
VANCOUVER BC V6E 0C5  
CANADA

#### RECORDS OFFICE INFORMATION

**Mailing Address:**  
SUITE 2400, 745 THURLOW STREET  
VANCOUVER BC V6E 0C5  
CANADA

**Delivery Address:**  
SUITE 2400, 745 THURLOW STREET  
VANCOUVER BC V6E 0C5  
CANADA

#### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**  
Infantino, Robert

**Mailing Address:**  
1220 WASHINGTON STREET  
WEST NEWTON MA 02465  
UNITED STATES

**Delivery Address:**  
1220 WASHINGTON STREET  
WEST NEWTON MA 02465  
UNITED STATES

#### OFFICER INFORMATION AS AT April 21, 2017

**Last Name, First Name, Middle Name:**

Infantino, Robert

**Office(s) Held:** (President)

**Mailing Address:**

1220 WASHINGTON STREET  
WEST NEWTON MA 02465  
UNITED STATES

**Delivery Address:**

1220 WASHINGTON STREET  
WEST NEWTON MA 02465  
UNITED STATES

---

**Last Name, First Name, Middle Name:**

Jarvis, Karla

**Office(s) Held:** (Secretary)

**Mailing Address:**

1220 WASHINGTON STREET  
WEST NEWTON MA 02465  
UNITED STATES

**Delivery Address:**

1220 WASHINGTON STREET  
WEST NEWTON MA 02465  
UNITED STATES

---

**Last Name, First Name, Middle Name:**

Smith, Michael

**Office(s) Held:** (CFO)

**Mailing Address:**

1220 WASHINGTON STREET  
WEST NEWTON MA 02465  
UNITED STATES

**Delivery Address:**

1220 WASHINGTON STREET  
WEST NEWTON MA 02465  
UNITED STATES

---

**Last Name, First Name, Middle Name:**

Wraight, Georgina

**Office(s) Held:** (Other Office(s))

**Mailing Address:**

1220 WASHINGTON STREET  
WEST NEWTON MA 02465  
UNITED STATES

**Delivery Address:**

1220 WASHINGTON STREET  
WEST NEWTON MA 02465  
UNITED STATES

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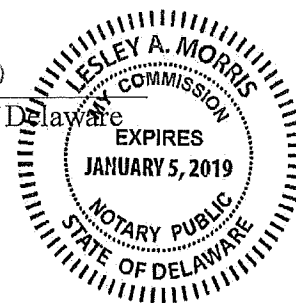
# Tab R

THIS IS EXHIBIT "R" TO THE AFFIDAVIT  
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15<sup>TH</sup> DAY OF MAY, 2018

*Lesley A. Morris*

A Notary Public in and for the State of Delaware





## THE ROCKPORT GROUP, LLC AND SUBSIDIARIES

### Consolidated Balance Sheets

December 31, 2017

(in thousands)

<b>Assets</b>	<b>2017</b>
Current assets:	
Cash and cash equivalents	\$ 16,016
Accounts receivable, net of allowance for doubtful accounts of \$1,136	52,506
Inventory	100,428
Other assets and prepaid expenses	9,803
Total current assets	178,752
Property, equipment and software, net	64,730
Intangible assets, net	64,840
Total assets	\$ 308,322
<b>Liabilities and Member's Equity</b>	
Current liabilities:	
Current portion of capital lease obligation	\$ 667
Current portion of long term debt	2,134
Accounts payable	71,383
Accrued expenses and other current liabilities	30,359
Total current liabilities	104,544
Long term debt, net	188,871
Obligations under capital lease, net of current portion	14,905
Other liabilities	20,887
Total liabilities	329,207
Commitments and Contingencies (see note 8)	
Member's equity:	
Capital	195,760
Note receivable from member	(22,050)
Accumulated deficit	(192,890)
Accumulated other comprehensive loss	(1,705)
Total member's equity	(20,884)
Total liabilities and member's equity	\$ 308,322

*Note: These financial statements do not include any accounting adjustments relating to the change of control, valuations related to Group II assets and other normal year end adjustments.*

**THE ROCKPORT GROUP, LLC AND SUBSIDIARIES**  
Consolidated Statements of Operations and Comprehensive Loss  
One, Three and Twelve Months ended December 31, 2017  
(in thousands)

	<u>One Month Ended December 31,2017</u>	<u>Three Months Ended December 31,2017</u>	<u>Twelve Months Ended December 31, 2017</u>
Net sales	\$ 33,793	\$ 99,336	\$ 296,531
Cost of sales	<u>21,391</u>	<u>58,535</u>	<u>185,605</u>
Gross profit	<u>12,402</u>	<u>40,802</u>	<u>110,926</u>
Expenses:			
Selling, general and administrative expenses	16,319	51,370	175,858
Restructuring charges	<u>325</u>	<u>2,081</u>	<u>2,081</u>
Loss from operations	<u>(4,241)</u>	<u>(12,649)</u>	<u>(67,013)</u>
Other income (expense):			
Other income, net	114	299	4,803
Interest expense	<u>(1,532)</u>	<u>(4,226)</u>	<u>(16,912)</u>
Total other income, net	<u>(1,418)</u>	<u>(3,927)</u>	<u>(12,109)</u>
Loss before income tax provision	(5,659)	(16,576)	(79,122)
Provision for income tax	<u>34</u>	<u>34</u>	<u>1,467</u>
Net loss	(5,693)	(16,609)	(80,589)
Other comprehensive loss	<u>(342)</u>	<u>(71)</u>	<u>(182)</u>
Comprehensive loss	<u>\$ (6,036)</u>	<u>\$ (16,680)</u>	<u>\$ (80,771)</u>

*Note: These financial statements do not include any accounting adjustments relating to the change of control, valuations related to Group II assets and other normal year end adjustments.*

**THE ROCKPORT GROUP, LLC AND SUBSIDIARIES**

Consolidated Statements of Member's Equity

Twelve Months ended December 31, 2017

(In thousands)

	Capital	Note receivable from member	Accumulated deficit	Accumulated other comprehensive loss	Total
Balance at January 1, 2017	\$ 185,942	(22,050)	(112,301)	(451)	51,140
Issuance of member units	10,000	—	—	—	10,000
Stock compensation	(182)	—	—	—	(182)
Net loss	—	—	(80,589)	—	(80,589)
Foreign currency translation adjustment	—	—	—	(1,254)	(1,254)
Balance at December 31, 2017	\$ 195,760	(22,050)	(192,890)	(1,705)	(20,884)

Note: These financial statements do not include any accounting adjustments relating to the change of control, valuations related to Group II assets and other normal year end adjustments.

**THE ROCKPORT GROUP, LLC AND SUBSIDIARIES**

Consolidated Statements of Cash Flows

One, Three and Twelve Months ended December 31, 2017

(in thousands)

	<u>One Month Ended December 31, 2017</u>	<u>Three Months Ended December 31, 2017</u>	<u>Twelve Months Ended December 31, 2017</u>
Cash flows from operating activities:			
Net loss	\$ (5,693)	\$ (16,609)	\$ (80,589)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	1,312	3,572	13,034
Amortization of deferred financing costs	44	130	497
Noncash interest expense	77	229	898
Provision for doubtful accounts	(588)	(904)	(1,331)
Stock compensation expense	(503)	(453)	(342)
Changes in net assets and liabilities:			
(Increase) decrease in accounts receivable	3,477	(1,365)	(13,175)
(Increase)decrease in inventory	(1,491)	(8,596)	(6,714)
(Increase) decrease in other assets and prepaid expenses	663	20,747	18,641
Increase (decrease )in accounts payable	12,162	16,998	38,098
Increase(decrease)in accrued expenses and other current liabilities	(3,431)	1,382	(5,906)
Increase(decrease) in other liabilities	—	474	(2,027)
Net cash provided (used) by operating activities	<u>6,029</u>	<u>15,604</u>	<u>(38,918)</u>
Cash flows from investing activities:			
Rockport Acquisitions, net of cash received	—	—	
Purchases of property, equipment and software	<u>(3,007)</u>	<u>(4,115)</u>	<u>(10,750)</u>
Net cash provided (used) in investing activities	<u>(3,007)</u>	<u>(4,115)</u>	<u>(10,750)</u>
Cash flows from financing activities:			
Principal payments on capital lease obligations	(47)	(140)	(506)
Capital Contributions	—	—	10,000
Borrowings under revolving credit agreement and long-term debt	<u>(378)</u>	<u>3,416</u>	<u>39,924</u>
Net cash provided by financing activities	<u>(425)</u>	<u>3,276</u>	<u>49,418</u>
Effects of exchange rates on cash	<u>(2,447)</u>	<u>(1,238)</u>	<u>(1,299)</u>
Net increase (decrease) in cash and cash equivalents	150	13,528	(1,549)
Cash and cash equivalents, beginning of fiscal period	<u>15,866</u>	<u>2,488</u>	<u>17,565</u>
Cash and cash equivalents, end of period	\$ <u><u>16,016</u></u>	\$ <u><u>16,016</u></u>	\$ <u><u>16,016</u></u>

*Note: These financial statements do not include any accounting adjustments relating to the change of control, valuations related to Group II assets and other normal year end adjustments.*

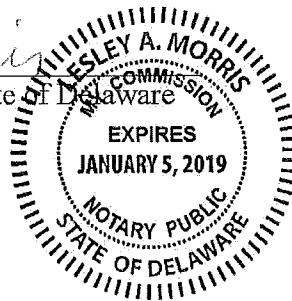
**Tab S**

THIS IS EXHIBIT "S" TO THE AFFIDAVIT  
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15<sup>TH</sup> DAY OF MAY, 2018

*Lesley A. Morris*

A Notary Public in and for the State of Delaware



5-13-18 Confidential Draft - Subject to Change

Rockport Group, LLC  
 DIP BUDGET - NAM Consolidated  
 (\$ in 000 USD)

	Post Petition Week								
	1	2	3	4	5	6	7	8	9
	← FILING DATE								
Week Ending Forecast/Actual	05/19/18 Forecast	05/26/18 Forecast	06/02/18 Forecast	06/09/18 Forecast	06/16/18 Forecast	06/23/18 Forecast	06/30/18 Forecast	07/07/18 Forecast	07/14/18 Forecast
<b>I. CASH FLOW</b>									
Total Cash Receipts	3,747	3,811	3,981	3,826	4,451	4,888	4,930	5,253	5,094
Total Cash Disbursements	(1,960)	(2,500)	(5,264)	(2,982)	(4,941)	(1,639)	(4,072)	(5,479)	(7,058)
Payments from International Entities	379	3,266	-	379	-	727	2,987	-	-
<b>Net Cash Flow Before Chapter 11 Costs</b>	<b>2,166</b>	<b>4,577</b>	<b>(1,283)</b>	<b>1,222</b>	<b>(490)</b>	<b>3,976</b>	<b>3,845</b>	<b>(225)</b>	<b>(1,964)</b>
Total Chapter 11 Costs	(2,827)	(1,455)	(8,114)	(6,730)	(1,694)	(1,285)	(5,155)	(2,668)	(50)
<b>Net Cash Flow</b>	<b>(661)</b>	<b>3,122</b>	<b>(9,397)</b>	<b>(5,508)</b>	<b>(2,184)</b>	<b>2,691</b>	<b>(1,310)</b>	<b>(2,893)</b>	<b>(2,014)</b>
<b>Cash &amp; Liquidity</b>									
Beginning Cash Bank Balance	4,114	11,443	17,565	8,168	2,660	3,476	6,167	4,963	2,950
Net Cash Flow Before Borrowings	(661)	3,122	(9,397)	(5,508)	(2,184)	2,691	(1,310)	(2,893)	(3,014)
Revolver Principal Borrowings / (Paydowns)	(2,971)	(3,031)	(3,216)	(3,095)	(41,137)	-	-	-	-
Rollup DIP Borrowings / (Paydowns)	971	6,031	3,216	3,095	41,137	-	-	-	-
Additional DIP Borrowings / (Paydowns)	10,000	-	-	-	3,000	-	-	3,000	-
Change in Check Float	(11)	-	-	-	-	-	-	-	-
<b>Ending Cash Bank Balance</b>	<b>11,443</b>	<b>17,565</b>	<b>8,168</b>	<b>2,660</b>	<b>3,476</b>	<b>6,167</b>	<b>4,857</b>	<b>4,963</b>	<b>2,950</b>
Less: Outstanding Checks	-	-	-	-	-	-	-	-	-
<b>Ending Cash Book Balance</b>	<b>11,443</b>	<b>17,565</b>	<b>8,168</b>	<b>2,660</b>	<b>3,476</b>	<b>6,167</b>	<b>4,857</b>	<b>4,963</b>	<b>2,950</b>

5-13-18 Confidential Draft - Subject to Change

Rockport Group, LLC  
 DIP BUDGET - US  
 (\$ in 000 USD)

Week Ending Forecast/Actual	Post Petition Week								
	1	2	3	4	5	6	7	8	9
	← FILING DATE								
	05/19/18 Forecast	05/26/18 Forecast	06/02/18 Forecast	06/09/18 Forecast	06/16/18 Forecast	06/23/18 Forecast	06/30/18 Forecast	07/07/18 Forecast	07/14/18 Forecast
<b>I. CASH FLOW</b>									
Total Cash Receipts	2,971	3,031	3,216	3,095	3,649	4,053	4,100	4,358	4,162
Total Cash Disbursements	(1,760)	(2,428)	(4,491)	(2,937)	(4,460)	(1,532)	(3,037)	(3,945)	(6,617)
Payments from International Entities	379	3,512	64	853	455	840	3,099	113	113
<b>Net Cash Flow Before Chapter 11 Costs</b>	<b>1,590</b>	<b>4,114</b>	<b>(1,211)</b>	<b>1,011</b>	<b>(555)</b>	<b>3,361</b>	<b>4,162</b>	<b>525</b>	<b>(2,342)</b>
Total Chapter 11 Costs	(2,819)	(1,432)	(7,601)	(6,205)	(1,687)	(1,262)	(5,155)	(2,668)	(50)
<b>Net Cash Flow</b>	<b>(1,229)</b>	<b>2,682</b>	<b>(8,812)</b>	<b>(5,194)</b>	<b>(2,042)</b>	<b>2,099</b>	<b>(993)</b>	<b>(2,143)</b>	<b>(2,392)</b>
<b>Cash &amp; Liquidity</b>									
Beginning Cash Bank Balance	3,506	10,268	15,950	7,139	1,944	2,902	5,002	4,009	4,866
Net Cash Flow Before Borrowings	(1,229)	2,682	(8,812)	(5,194)	(2,042)	2,099	(993)	(2,143)	(2,392)
Revolver Principal Borrowings / (Paydowns)	(2,971)	(3,031)	(3,216)	(3,095)	(41,137)	-	-	-	-
Rollup DIP Borrowings / (Paydowns)	971	6,031	3,216	3,095	41,137	-	-	-	-
Additional DIP Borrowings / (Paydowns)	10,000	-	-	-	3,000	-	-	3,000	-
Change In Check Float	(9)	-	-	-	-	-	-	-	-
<b>Ending Cash Bank Balance</b>	<b>10,268</b>	<b>15,950</b>	<b>7,139</b>	<b>1,944</b>	<b>2,902</b>	<b>5,002</b>	<b>4,009</b>	<b>4,866</b>	<b>2,473</b>
Less: Outstanding Checks	-	-	-	-	-	-	-	-	-
<b>Ending Cash Book Balance</b>	<b>10,268</b>	<b>15,950</b>	<b>7,139</b>	<b>1,944</b>	<b>2,902</b>	<b>5,002</b>	<b>4,009</b>	<b>4,866</b>	<b>2,473</b>



5-13-18 Confidential Draft - Subject to Change

Rockport Group, LLC  
DIP BUDGET - CANADA  
(\$ in 000 CAD)

	Post Petition Week								
	1	2	3	4	5	6	7	8	9
	<- FILING DATE								
Week Ending	05/19/18	05/26/18	06/02/18	06/09/18	06/16/18	06/23/18	06/30/18	07/07/18	07/14/18
Forecast/Actual	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
<b>I. CASH FLOW</b>									
Total Cash Receipts	1,007	1,013	992	949	1,041	1,084	1,077	1,162	1,209
Total Cash Disbursements	(259)	(412)	(1,086)	(674)	(1,215)	(286)	(1,489)	(2,136)	(718)
Payments from International Entities	-	-	-	-	-	-	-	-	-
<b>Net Cash Flow Before Chapter 11 Costs</b>	<b>748</b>	<b>600</b>	<b>(94)</b>	<b>275</b>	<b>(174)</b>	<b>798</b>	<b>(412)</b>	<b>(974)</b>	<b>492</b>
Total Chapter 11 Costs	(10)	(30)	(666)	(681)	(10)	(30)	-	-	-
<b>Net Cash Flow</b>	<b>738</b>	<b>570</b>	<b>(760)</b>	<b>(406)</b>	<b>(184)</b>	<b>768</b>	<b>(412)</b>	<b>(974)</b>	<b>492</b>
<b>Cash &amp; Liquidity</b>									
Beginning Cash Bank Balance	771	1,507	2,077	1,317	911	726	1,494	1,082	108
Net Cash Flow Before Borrowings	738	570	(760)	(406)	(184)	768	(412)	(974)	492
Revolver Principal Borrowings / (Paydowns)	-	-	-	-	-	-	-	-	-
Rollup DIP Borrowings / (Paydowns)	-	-	-	-	-	-	-	-	-
Additional DIP Borrowings / (Paydowns)	-	-	-	-	-	-	-	-	-
Change in Check Float	(2)	-	-	-	-	-	-	-	-
<b>Ending Cash Bank Balance</b>	<b>1,507</b>	<b>2,077</b>	<b>1,317</b>	<b>911</b>	<b>726</b>	<b>1,494</b>	<b>1,082</b>	<b>108</b>	<b>600</b>
Less: Outstanding Checks	-	-	-	-	-	-	-	-	-
<b>Ending Cash Book Balance</b>	<b>1,507</b>	<b>2,077</b>	<b>1,317</b>	<b>911</b>	<b>726</b>	<b>1,494</b>	<b>1,082</b>	<b>108</b>	<b>600</b>

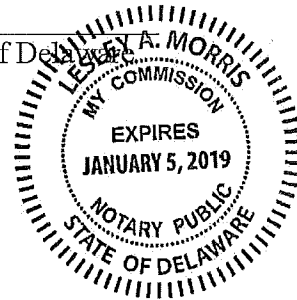
**Tab T**

THIS IS EXHIBIT "T" TO THE AFFIDAVIT  
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15<sup>TH</sup> DAY OF MAY, 2018

*Lesley A. Morris*

A Notary Public in and for the State of Delaware



Date, heure, minute de certification : **2018-04-25 14:58**

Critère de recherche          Nom d'organisme : **ROCKPORT CANADA ULC**

**Résultat exact (1)**

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 15-0725104-0001	2015-07-30	12:20

Date, heure, minute de certification : 2018-04-25 14:58

Critère de recherche Nom d'organisme : ROCKPORT CANADA ULC

Noms présentant des similarités (375)

Nom	Code postal	Nombre de fiches détaillées
1204086 CANADA ULC	H3C 1N4	
ALDERWOODS GROUP CANADA ULC	M2J 5C2	
ALIGN AEROSPACE CANADA ULC	B3J 2X2	
ALL CANADA FLEET EXPORT ULC	H2Y 2M8	
ALSTOM GRID CANADA ULC	J2X 5V5	
ALSTOM GRID CANADA ULC	J5R 2E5	
ALSTOM GRID CANADA ULC	V7X 1L3	
ALSTOM GRID CANADA ULC ALSTOM RESEAU CANADA ULC	J2X 5V5	
ALSTOM GRID CANADA ULC ALSTOM RESEAU CANADA ULC	J5R 2E5	
ALSTOM RESEAU CANADA ULC	J2X 5V5	
ALSTOM RESEAU CANADA ULC	J5R 2E5	
ALSTOM RESEAU CANADA ULC	J6R 2E5	
ALSTOM RESEAU CANADA ULC	V7X 1L3	
ALSTOM RESEAU CANADA ULC ALSTOM GRID CANADA ULC	J2X 5V5	
ALSTOM RESEAU CANADA ULC ALSTOM GRID CANADA ULC	J5R 2E5	
ALSTOM RESEAU CANADA ULC ALSTOM GRID CANADA ULC	V7X 1L3	
AMEREX CANADA ULC	B3J 3N2	
AMEREX CANADA ULC	H2N 2J2	
AMP RAIL SERVICES CANADA ULC	J6W 5H2	
ARCH RETAIL HOLDINGS CANADA ULC		
ARCH RETAIL HOLDINGS CANADA ULC	V6C 2X8	
ARCH RETAIL HOLDINGS CANADA ULC	V6X 2X8	
ARCLIN CANADA HOLDINGS ULC	J7E 4R9	
AS CANADA ULC	J3E 2P5	
AS CANADA ULC	L5R 3M3	
ASPLUNDH CANADA ULC	J6X 4J6	
ATRIA MANAGEMENT CANADA ULC	E2K 5C2	
ATRIA MANAGEMENT CANADA ULC	H4R 2M2	
ATRIA MANAGEMENT CANADA ULC	L7T 0A2	
ATRIA MANAGEMENT CANADA ULC	R7B 4A6	
ATRIA MANAGEMENT CANADA ULC	S6J 1N4	
ATRIA MANAGEMENT CANADA ULC	T3G 5J1	
ATRIA MANAGEMENT CANADA ULC	V8W 2E1	

■	AVON CANADA ULC	H9R 1B6
■	BK CANADA SERVICE ULC	V6C 3L2
■	BLUE LINE FOODSERVICE DISTRIBUTION OF CANADA ULC	L5J 1K5
■	BORALEX CASCADES CANADA ULC	J0A 1B0
■	BORALEX DIVISION CASCADES CANADA ULC	J0A 1B0
■	BORALEX DIVISION DE CASCADES CANADA ULC	G6V 6K1
■	BORALEX DIVISION DE CASCADES CANADA ULC	J0A 1B0
■	BORALEX DIVISION DE CASCADES CANADA ULC	J0A 1B0
■	BORALEX INC DIVISION DE CASCADES CANADA ULC	J0A 1B0
■	BP CANADA ENERGY GROUP ULC	T2P 4H4
■	BRANDBASE CANADA ULC	H4P 2L3
■	BRANDBASE CANADA ULC	T2P 1G1
■	BRANDBASE CANADA ULC	T2P 4H2
■	BUNGE CANADA HOLDINGS I ULC	J4Z 3T5
■	CAMPUS CREST PROPERTIES CANADA ULC	H3C 3Z7
■	CAMPUS CRESTSTUDENT PROPERTIES CANADA ULC	H3A 1B4
■	CANADA INC	H4S 1M1
■	CANADA INC	H9P 2W2
■	CANADA INC	J1X 6Z6
■	CANADA LES HALLES HOLDINGS ULC	H3E 1J4
■	CANADA PIPE COMPANY ULC	T2P 4K9
■	CANADA PIPE COMPANY ULC TUYAUTERIES CANADA ULC	T2P 4K9
■	CANADA ST NICOLAS HOLDINGS ULC	V6C 2X8
■	CAREFUSION CANADA 307 ULC	B3J 2X2
■	CARLISLE CANADA ULC	H8S 1X3
■	CARLISLE CANADA ULC	H9R 1A5
■	CASCADES CANADA ULC	H3A 1G1
■	CASCADES CANADA ULC	H8S 2K9
■	CASCADES CANADA ULC	J0A 1B0
■	CASCADES CANADA ULC	J0L 1T0
■	CASCADES CANADA ULC	J2B 2Z3
■	CASCADES CANADA ULC	J2C 5P6
■	CASCADES CANADA ULC	J3V 6R7
■	CASCADES CANADA ULC	J4Y 3B7
■	CASCADES CANADA ULC	J5R 1C2
■	CASCADES CANADA ULC	J5R 1C3
■	CASCADES CANADA ULC	J7V 6N8
■	CASCADES CANADA ULC	L3V 6R7
■	CASCADES CANADA ULC	N1H 6N9
■	CASCADES CANADA ULC	T2P 3N9
■	CASCADES CANADA ULC INC	J0A 1B0
■	CASCADES CENTRE DES TECHNOLOGIES UNE DIVISION DE ...	J0A 1B0
■	CASCADES ENVIROPAC DIVISION DE CASCADES CANADA UL...	J0L 1T0

■	CASCADES GROUPE PRODUITS SPECIALISES DIVISION CAS...	J0A 1B0
■	CASCADES GROUPE PRODUITS SPECIALISES DIVISION DE ...	H4N 1L8
■	CASCADES GROUPE PRODUITS SPECIALISES DIVISION DE ...	J0A 1B0
■	CASCADES GROUPE TISSU C& I DIVISION DE CASCADES C...	J0A 1B0
■	CASCADES GROUPE TISSU C& I DIVISION DE CASCADES C...	J5R 1C3
■	CASCADES GROUPE TISSU C&I DIVISION DE CASCADES CA...	J5R 1C2
■	CASCADES GROUPE TISSU C&I DIVISION DE CASCADES CA...	J5R 1C3
■	CASCADES GROUPE TISSU CANDIAC DIVISION DE CASCADE...	J0A 1B0
■	CASCADES GROUPE TISSU LACHUTE DIVISION DE CASCADE...	J5R 1C3
■	CASCADES GROUPE TISSU SIEGE SOCIAL DIVISION DE CA...	J5R 1C2
■	CASCADES GROUPE TISSU SIEGE SOCIAL DIVISION DE CA...	J5R 1C3
■	CASCADES PAPIER KINGSEY FALLS DIVISION DE CASCADE...	J0A 1B0
■	CASCADES RECUPERATION CASCADES CANADA ULC	H8S 2K9
■	CASCADES RECUPERATION INC DIVISION DE CASCADES CA...	H8S 2K9
■	CASCADES RECUPERATION LACHINE DIVISION DE CASCADE...	H8S 2K9
■	CASCADES RECUPERATION UNE DIVISION DE CASCADES CA...	H8S 2K9
■	CASCADES SERVICES & ACHATS DIVISION DE CASCADES C...	J0A 1B0
■	CASCADES TRANSIT DIVISION DE CASCADES CANADA ULC	J4Y 3B7
■	CATERPILLAR MINING CANADA ULC	M5H 2T6
■	CATERPILLAR MINING CANADA ULC	T5S 1M8
■	CEVA LOGISTICS CANADA ULC	H4S 1N7
■	CHECKPOINT SYSTEMS CANADA ULC	L3R 3K6
■	CHECKPOINT SYSTEMS CANADA ULC	L3R 5N7
■	CHECKPOINT SYSTEMS CANADA ULC	T2P 4J8
■	CIT CANADA EQUIPMENT RECEIVABLES ULC	T2P 4J8
■	CIT FINANCIAL CANADA ULC	T2P 4J8
■	CORTES NP CANADA ULC	B3J 3N2
■	COVIDIEN CANADA ULC	H4S 1Z1
■	CULLIGAN OF CANADA ULC	T2P 4K9
■	CUMMINS CANADA ULC	V7X 1L3
■	DANNYCO TRADING CANADA ULC	H8T 3J1
■	DCV ESTATES LP CAMPUS CREST PROPERTIES CANADA ULC...	H3C 3Z7
■	DEALER TIRE CANADA ULC	
■	DEALER TIRE CANADA ULC	H9X 0A3
■	DEALER TIRE CANADA ULC	L6T 4V2
■	DEALER TIRE CANADA ULC	V6Z 2M1
■	DNOW CANADA ULC	T2P 0R8
■	DONORPERFECT OF CANADA ULC	H3J 2X1
■	DORMAN PRODUCTS CANADA ULC	J7H 0E2
■	DOW CHEMICAL CANADA ULC	J3X 1T3
■	DOW CHEMICAL CANADA ULC	J4W 2H4
■	DOW CHEMICAL CANADA ULC	J5R 0A9
■	DOW CHEMICAL CANADA ULC	J5R 3V1

☒ DOW CHEMICAL CANADA ULC	J7T 2B1
☒ DOW CHEMICAL CANADA ULC	J7T 2J2
☒ DOW CHEMICAL CANADA ULC	J7V 0L3
☒ DOW CHEMICAL CANADA ULC	L5N 2B1
☒ DUNKIN' BRANDS CANADA ULC	V6C 3E8
☒ ECOLAB CO NALCO CANADA ULC	L4W 2X5
☒ EDGEWELL PERSONAL CARE CANADA ULC	N4N 0B1
☒ EDGEWELL PERSONAL CARE CANADA ULC	V6C 0A3
☒ EJ CANADA ULC	J0L 2K0
☒ EJ CANADA ULC	T2P 4K9
☒ EMBALLAGE GRAPHIC INTERNATIONAL CANADA GRAPHIC PA...	J0B 1R0
☒ ENNIS PAINT CANADA ULC	G1N 3Y6
☒ ENNIS PAINT CANADA ULC	L1W 2Y4
☒ ENNIS PAINT CANADA ULC	T2P 4J8
☒ FIBREK CANADA ULC	G8K 2R6
☒ FIBREK CANADA ULC	H3C 2M1
☒ FIDELITY INVESTMENTS CANADA ULC	H3B 4W5
☒ FIDELITY INVESTMENTS CANADA ULC	M5G 2N7
☒ FIDELITY INVESTMENTS CANADA ULC	T2P 2Y3
☒ FIDELITY INVESTMENTS CANADA ULC	V7X 1G4
☒ GA RETAIL CANADA ULC	
☒ GAF CANADA ULC	B3J 3N2
☒ GB AERO CANADA ULC	B3J 2X2
☒ GBG CANADA APPAREL & ACCESSORIES ULC	V6C 3R8
☒ GBG DENIM CANADA ULC	V6C 3R8
☒ GE HEALTHCARE IITS CANADA ULC	L3R 8T3
☒ GE HEALTHCARE IITS CANADA ULC	T2P 4K9
☒ GLOBAL COMMANDER CANADA ULC	J2M 1G7
☒ GOODALL RUBBER COMPANY OF CANADA ULC	H1J 1P7
☒ GRAPHIC PACKAGING INTERNATIONAL CANADA ULC	J0B 1R0
☒ GRAPHIC PACKAGING INTERNATIONAL CANADA ULC	J4R 2N3
☒ GRAPHIC PACKAGING INTERNATIONAL CANADA ULC	V7X 1J5
☒ GRAPHIC PACKAGING INTERNATIONAL CANADA ULC EMBALL...	J0B 1R0
☒ GRASS VALLEY CANADA PARTNER ULC	T2P 4K9
☒ GRID SOLUTIONS CANADA ULC	J5R 2E5
☒ GRID SOLUTIONS CANADA ULC	V6E 0C5
☒ GRID SOLUTIONS CANADA ULC RESEAU SOLUTIONS CANADA...	V6E 0C5
☒ GROUPE TISSU SIEGE SOCIAL DIVISION DE CASCADES CA...	J5R 1C3
☒ HARRIS STRATEX NETWORKS CANADA ULC	H9P 2W9
☒ HUB INTERNATIONAL CANADA WEST ULC	V6C 2Z7
☒ ICER 18 CANADA ULC	T3H 2V8
☒ INDUSTRIAL SCIENTIFIC CANADA ULC	T2P 4H2
☒ INDUSTRIAL SCIENTIFIC CANADA ULC	T8H 0M2



■ INMUSIC CANADA ULC	G1N 4T8
■ IR CANADA SALES & SERVICE ULC	M9W 4K2
■ IR CANADA SALES & SERVICE ULC	V6C 3L2
■ JOHN DEERE CANADA ULC	L3M 4H5
■ JOHN DEERE CANADA ULC	L6L 0C4
■ JOHN DEERE CANADA ULC	L7L 5Z4
■ JOHN DEERE CANADA ULC	T2P 5H1
■ K DOW CANADA ULC	J3X 1T3
■ KILIAN CANADA ULC	M8Z 1B7
■ KILIAN CANADA ULC	N5P 1G5
■ KRAFT HEINZ CANADA ULC	H4P 2K9
■ KRAFT HEINZ CANADA ULC	H4R 3B2
■ KRAFT HEINZ CANADA ULC	M3B 3L6
■ KRAFT HEINZ CANADA ULC	V7Y 1K2
■ LABORIE MEDICAL TECHNOLOGIES CANADA ULC	J4W 1L7
■ LABORIE MEDICAL TECHNOLOGIES CANADA ULC	V6C 2X8
■ LABORIE MEDICAL TECHNOLOGIES CANADA ULC	V6E 0C5
■ LEASE FINANCE GROUP CANADA ULC	T5J 0H8
■ LEASE FINANCE GROUP CANADA ULC	T5J 3S4
■ LEHIGH HANSON CANADA ULC LEHIGH HANSON CANADA SRI...	V6C 3L2
■ LEVEL CANADA ULC	T2P 4H2
■ LONGYEAR CANADA ULC	T2C 4T7
■ LOUISIANA PACIFIC CANADA SALES ULC	T2P 3N9
■ LUFKIN INDUSTRIES CANADA ULC	T9E 7R3
■ LUXURY HOTELS INTERNATIONAL OF CANADA ULC	T2P 4K9
■ MERIDIAM INFRASTRUCTURE CANADA FINANCE ULC	V7X 1L3
■ MERKLE MEDIA CANADA ULC	V6C 2X8
■ MEZZ CAP CANADA ULC	M5K 1J3
■ MJ HOLDING COMPANY CANADA ULC	T5J 3Y2
■ MONKEYSPORTS CANADA ULC	B3J 2X6
■ MONKEYSPORTS CANADA ULC	H9B 2N4
■ MOSAIC CANADA ULC	S4P 0M3
■ NATIONAL OILWELL CANADA ULC	T2P 0R8
■ NATIONAL OILWELL CANADA ULC	T9E 7Z2
■ NATIONAL TUBE SUPPLY CANADA ULC	J3G 4W7
■ NEP CANADA ULC	
■ NEP CANADA ULC	T2P 2W1
■ NEP CANADA ULC	T2P 4K7
■ NORAMPAC A DIVISION OF CASCADES CANADA ULC	J3V 6R7
■ NORAMPAC BIRD A DIV OF CASCADES CANADA ULC	N1H 6N9
■ NORAMPAC INC DIVISION DE CASCADES CANADA ULC	J3V 6R7
■ NORAMPAC UNE DIVISION DE CASCADES CANADA ULC	H3A 1G1
■ NORTHERN CAPITAL ASSOCIATES HOLDINGS CANADA II UL...	T5J 3S4

☒	NORTHERN CAPITAL ASSOCIATES HOLDINGS CANADA III U...	T5J 3S4
☒	NORTHERN CAPITAL ASSOCIATES HOLDINGS CANADA IV UL...	T2P 2V7
☒	NORTHERN CAPITAL ASSOCIATES HOLDINGS CANADA ULC	T5J 3S4
☒	NOV WILSON CANADA ULC	T2P 0R8
☒	NOV WILSON CANADA ULC	T9E 7Z2
☒	NUMARK CANADA DISTRIBUTION ULC	G1N 4T8
☒	O&M HALYARD CANADA ULC	V6C 2B5
☒	OIL DRI CANADA ULC	H7Y 1V1
☒	OIL DRI CANADA ULC	V7X 1L3
☒	OLIN CANADA ULC	B3J 3N2
☒	OLIN CANADA ULC	G8Y 6V1
☒	OLIN CANADA ULC	G9H 2Y8
☒	OLIN CANADA ULC	H3A 2A5
☒	OLIN CANADA ULC	H3B 1S6
☒	ORGILL CANADA HARDLINES ULC	N6E 1L8
☒	OSISOFT CANADA ULC	H3B 3A7
☒	PANDA EXPRESS CANADA ULC	V6C 0A3
☒	PATTERN OPERATORS CANADA ULC	G0M 1T0
☒	PATTERN OPERATORS CANADA ULC	G0S 3C0
☒	PEPSICO CANADA ULC	G6V 7L7
☒	PEPSICO CANADA ULC	H4R 1T8
☒	PEPSICO CANADA ULC	L4W 5J7
☒	PEPSICO CANADA ULC	N6N 1A7
☒	PEPSICO CANADA ULC	V7Y 1K2
☒	PLAINS MIDSTREAM CANADA ULC	
☒	PLAINS MIDSTREAM CANADA ULC	T2P 0A7
☒	PLAINS MIDSTREAM CANADA ULC	T2P 4K7
☒	PLAINS MIDSTREAM CANADA ULC	V6C 2B5
☒	PS CANADA COMPANY ULC	T2P 5H1
☒	QSI FINANCE CANADA ULC	A0P 1C0
☒	QSI FINANCE CANADA ULC	A0P 1E0
☒	QSI FINANCE CANADA ULC	E1K 2K1
☒	QSI FINANCE CANADA ULC	E6C 2B3
☒	QSI FINANCE CANADA ULC	G6T 2E1
☒	QSI FINANCE CANADA ULC	L4K 2X2
☒	QSI FINANCE CANADA ULC	L4V 1R1
☒	QSI FINANCE CANADA ULC	R3P 2P2
☒	QSI FINANCE CANADA ULC	T0B 4C0
☒	QSI FINANCE CANADA ULC	T0C 2L0
☒	QSI FINANCE CANADA ULC	T0H 0W0
☒	QSI FINANCE CANADA ULC	T6E 5V7
☒	QSI FINANCE CANADA ULC	T8H 2A5
☒	QSI FINANCE CANADA ULC	T9E 7M9

☒	QSI FINANCE CANADA ULC	T9E 8G3
☒	QSI FINANCE CANADA ULC	V1M 3G3
☒	QSI FINANCE CANADA ULC	V4N 3P9
☒	QSI FINANCE CANADA ULC	V4N 3Z4
☒	QSI FINANCE CANADA ULC	V4W 3Z4
☒	QSI FINANCE CANADA ULC	V5C 6C6
☒	QSI FINANCE CANADA ULC	V6C 0A3
☒	QSI FINANCE CANADA ULC	V8W 2E1
☒	QSIP CANADA ULC	B3J 3N2
☒	RESEAU SOLUTIONS CANADA ULC	J5R 2E5
☒	RESEAU SOLUTIONS CANADA ULC	V6E 0C5
☒	ROSPORT DEVELOPMENTS INC DEVELOPPEMENTS ROSPORT I...	H3N 1X7
☒	SABIC INNOVATIVE PLASTICS CANADA ULC	T5J 3G1
☒	SABIC POLYMERLAND CANADA ULC	T5J 3G1
☒	SAFWAY SERVICES CANADA ULC	T2M 3V7
☒	SANDALWOOD MANAGEMENT CANADA ULC	H3E 1J4
☒	SCIENTIFIC GAMES PRODUCTS CANADA ULC	H1N 3V5
☒	SECHOIRS KINGSEY FALLS DIVISION DE CASCADES CANAD...	J0A 1B0
☒	SECHOIRS KINGSEY FALLS INC DIVISION DE CASCADES C...	J0A 1B0
☒	SERVICE CORP INTERNATIONAL CANADA ULC	G1G 3Z2
☒	SERVICE CORP INTERNATIONAL CANADA ULC	G1K 1K2
☒	SERVICE CORP INTERNATIONAL CANADA ULC	G7H 1S6
☒	SERVICE CORP INTERNATIONAL CANADA ULC	G8B 5V8
☒	SERVICE CORP INTERNATIONAL CANADA ULC	G8B 6R7
☒	SERVICE CORP INTERNATIONAL CANADA ULC	H3V 1E5
☒	SERVICE CORP INTERNATIONAL CANADA ULC	H3V 1E7
☒	SERVICE CORP INTERNATIONAL CANADA ULC	H3V 1V7
☒	SERVICE CORP INTERNATIONAL CANADA ULC	H4G 2M4
☒	SERVICE CORP INTERNATIONAL CANADA ULC	H4S 1R7
☒	SERVICE CORP INTERNATIONAL CANADA ULC	H9S 3X6
☒	SERVICE CORP INTERNATIONAL CANADA ULC	J2S 2Y9
☒	SERVICE CORP INTERNATIONAL CANADA ULC	J3L 5H5
☒	SERVICE CORP INTERNATIONAL CANADA ULC	J4J 2H5
☒	SERVICE CORP INTERNATIONAL CANADA ULC	J7A 3R8
☒	SERVICE CORP INTERNATIONAL CANADA ULC	J8Y 3Y1
☒	SERVICE CORPORATION INTERNATIONAL CANADA ULC	G1K 1K2
☒	SERVICE CORPORATION INTERNATIONAL CANADA ULC	H4A 1W5
☒	SERVICE CORPORATION INTERNATIONAL CANADA ULC	V5C 6S6
☒	SF WILSONART CANADA ULC	H8R 3H7
☒	SHIRE PHARMA CANADA ULC	G3K 0R1
☒	SHIRE PHARMA CANADA ULC	G6V 2J9
☒	SHIRE PHARMA CANADA ULC	H4M 1G8
☒	SHIRE PHARMA CANADA ULC	H4R 2T6

SHIRE PHARMA CANADA ULC	H4S 2C9
SHIRE PHARMA CANADA ULC	H7T 0B2
SHIRE PHARMA CANADA ULC	H9K 1R9
SHIRE PHARMA CANADA ULC	J0R 1K0
SHIRE PHARMA CANADA ULC	J0R 1R2
SHIRE PHARMA CANADA ULC	J4R 1W1
SHIRE PHARMA CANADA ULC	J7B 1T1
SINGLE SOURCE TECHNOLOGIES CANADA ULC	L5T 2H9
SOCIETE DE PORTEFEUILLE PS CANADA ULC	T2P 5H1
SOLENIS CANADA ULC	B3J 3N2
SOLENIS CANADA ULC	H1K 4E4
SOLENIS CANADA ULC	L7R 2J7
SOLENIS CANADA ULC	M5L 1B9
SPICERS CANADA ULC	A1N 4S7
SPICERS CANADA ULC	B3B 1J8
SPICERS CANADA ULC	G1X 3V4
SPICERS CANADA ULC	H1J 1L8
SPICERS CANADA ULC	K1B 3W3
SPICERS CANADA ULC	K8P 5H2
SPICERS CANADA ULC	L4L 0B9
SPICERS CANADA ULC	N2R 1K1
SPICERS CANADA ULC	P3E 5P4
SPICERS CANADA ULC	R2R 0J2
SPICERS CANADA ULC	S4N 7N2
SPICERS CANADA ULC	S7K 6M1
SPICERS CANADA ULC	T1Y 5T3
SPICERS CANADA ULC	T5S 1V1
SPICERS CANADA ULC	V6V 1Y8
SPICERS CANADA ULC	V6Z 2M4
STAPLES CANADA ULC	
STAPLES CANADA ULC	V6C 2X8
STAPLES CANADA ULC	V6X 2X8
STARWOOD CANADA LTD ULC	H2Z 1R1
TARE CANADA INVESTMENTS ULC	V6G 0A3
TARGETCO CANADA ULC	T2P 4J8
TD WILLIAMSON CANADA ULC	T2P 0C1
TELEGLOBE CANADA II ULC	B3J 2X2
TELEGLOBE CANADA ULC	B3J 2X2
TENNANT SALES & SERVICE CANADA ULC	L5S 1R2
TENNANT SALES & SERVICE CANADA ULC	V7X 1L3
TESLA MOTORS CANADA ULC	M3A 1C6
THE CHEFS WAREHOUSE PASTRY DIVISION CANADA ULC	M9W 5S6
THE HILLMAN GROUP CANADA ULC	H7S 2J4

THE PEPSI BOTTLING GROUP CANADA ULC	G5L 7J3
THE PEPSI BOTTLING GROUP CANADA ULC	H4R 1T8
THE PEPSI BOTTLING GROUP CANADA ULC	L4W 5L1
THE READER'S DIGEST ASSOCIATION CANADA ULC	H3B 5H5
THONA CANADA ULC	B3J 3N2
TIC CANADA 2002 ULC	T5S 1G3
TIC CANADA ULC	T5S 1G3
TIMKEN CANADA GP ULC	T2P 4K9
TNT CANADA ULC	H4S 1N7
TORRINGTON CANADA ULC	N5P 1G5
TRANE CANADA ULC	H4S 1H3
TRANE CANADA ULC	V6C 0A3
TREE OF LIFE CANADA ULC	H4R 2K9
TREE OF LIFE CANADA ULC	L5R 3X4
TREE OF LIFE CANADA ULC	T2C 5M1
TREE OF LIFE CANADA ULC	T2P 4K9
TREE OF LIFE CANADA ULC	V4N 4H1
TRULITE GLASS & ALUMINUM SOLUTIONS CANADA ULC	L4H 1X9
TUBOSCOPE VETCO CANADA ULC	T5J 3V5
TUYAUTERIES CANADA ULC	T2P 4K9
TYCO ELECTRONICS CANADA ULC	H9R 1E1
TYCO ELECTRONICS CANADA ULC	L3R 1E1
TYCO HEALTHCARE GROUP CANADA ULC	H4C 1Z1
US TOOL GROUP CANADA ULC	V6Z 2M1
USQ CANADA RAIL ULC	
USQ CANADA RAIL ULC	V7X 1T2
VACUUM TRUCKS OF CANADA ULC	T2P 1G1
VARCO CANADA ULC	T5J 3V5
VARCO CANADA ULC	T9E 7E3
VERIMETRICS CANADA ULC	G1R 5H6
VERTIV CANADA ULC	B3J 3N2
VW CREDIT CANADA LEASING ULC	L1S 7G7
WAYNE FUELING SYSTEMS CANADA ULC	K0K 1H0
WD PARTNERS CANADA ULC	L4L 1T9
WEIGH TRONIX CANADA ULC	H9R 4R7
WELLS FARGO BUSINESS CREDIT CANADA ULC	M5H 3Y2
WELLS FARGO BUSINESS CREDIT CANADA ULC	M5J 1A7
WINFIELD UNITED CANADA ULC	S7T 0J1
WOLVERINE WORLD WIDE CANADA ULC	J0R 1T3
WOLVERINE WORLD WIDE CANADA ULC	T2P 4K9
XTO ENERGY CANADA ULC	T2P 3M9

Date, heure, minute de certification : 2018-04-25 14:58

**Critère de recherche** Nom d'organisme : ROCKPORT CANADA ULC

**Critère de sélection** Nom d'organisme :  
ROCKPORT CANADA ULC  
Code Postal :  
L4H3N2

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 15-0725104-0001	2015-07-30	12:20

Date, heure, minute de certification : 2018-04-25 14:58

Critère de recherche Nom d'organisme : ROCKPORT CANADA ULC

Critère de sélection Nom d'organisme : ROCKPORT CANADA ULC Code Postal : L4H3N2

**Fiche 001 - Détail de l'inscription 1 (de 1)**

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-0725104-0001	2015-07-30 12:20	2025-07-30
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

**PARTIES**

**Titulaire**

CITIZENS BUSINESS CAPITAL, a division of Citizens Asset Finance, Inc.  
28 State Street, Boston, Massachusetts 02109

**Constituant**

ROCKPORT CANADA ULC  
8100 Highway 27, Woodbridge, Ontario L4H 3N2

**BIENS**

The universality of all movable property of ROCKPORT CANADA ULC (the "Grantor"), present and future, corporeal and incorporeal, of whatsoever nature and kind and wheresoever situated (all such property of the Grantor is hereinafter collectively called the "Hypothecated Property"), including without limitation:

1. the universality of the Grantor's right, title and interest from time to time in and to all present and future claims directly or indirectly held or owned by the Grantor (collectively, the "Claims"), including, without limitation :

1.1 all accounts receivable, Accounts (as defined in the Revolving Credit Agreement), book accounts, book debts, loan receivables including principal, interest and accessories, debts, claims, customer accounts, all sums of money, claims arising from or related to deposits made into any savings or other accounts (including, without limitation, securities accounts) maintained with any bank or other financial institution together with all interest paid or payable thereon, rentals, revenues, income, receivables, sale proceeds, judgments, bills of exchange, bonds, shares, stocks, warrants, debentures, notes, negotiable instruments, certificates of deposit, letters of credit or guarantee, promissory notes, rebates, refunds, amounts owing by or claimable from the Crown or any departments, agents or agencies thereof and any other amounts or demands of every nature and kind howsoever arising, which are now or become hereafter due or owing to such Grantor, whether or not such Claims are certain and determinate, invoiced, liquid, exigible, litigious or constituted by a negotiable title or other instrument or draft and whether or not secured; and

1.2 all movable and immovable security present or future including all legal or conventional hypothecs and other security held from time to time by the Grantor under or in connection with the foregoing;

2. the universality of all the present and future goods, wares, materials, supplies, merchandise, products, work in process and stock-in-trade and on hand, present and future, purchased, acquired or

produced for the purpose of consumption, processing, preparation or sale in the ordinary course of business or for the purpose of consumption in the production of the Grantor's products or to become a part of the Grantor's products, and all goods, wares, materials and merchandise, present and future, used in or procured for the packing and storing of such goods, wares, materials, supplies, merchandise, products, work in process, stock-in-trade and on hand (collectively referred to herein as the "Inventory") and all rights to the warehouse receipts, bills of lading and other title documents relating to the Inventory;

3. all patents, trademarks and other intellectual property rights, including, without limitation, the intellectual property rights described in Schedule 1 hereunder (if any) (collectively, the "Intellectual Property");

4. all of the securities (as defined hereunder) of the Grantor covered by Section 9 of the Hypothec, including, without limitation, those described in Schedule 2 hereunder (collectively, the "Pledged Securities");

5. the universality of all of the equipment, machinery, tools, motor vehicles, additions, appliances and accessories now owned or held or at any time hereafter acquired or held by the Grantor, wheresoever situate, whether or not the same form an integral part of the immovable properties of such Grantor or are incorporated therein or attached or joined thereto;

6. all books, accounts, invoices, deeds, documents, writings, letters, papers, security certificates and other records in any form evidencing or relating to the property described in paragraphs 1 to 5 inclusive and all contracts, securities, instruments and other rights, and benefits in respect thereof, including, without limitation, computer programs, disks, tapes and related electronic data processing media and the rights of the Grantor to receive the same from third persons, which now are or may hereafter become vested in such Grantor;

7. all uncalled capital, money, rights, bills of exchange, negotiable and non-negotiable instruments, judgments and securities not otherwise described in paragraphs 1 to 6 inclusive;

8. all substitutions and replacements of any of the property described in paragraphs 1 to 7 inclusive, all increases, additions and accessions thereto and any interest of the Grantor therein;

9. all proceeds of any of the property described in paragraphs 1 to 8 inclusive, including, without limitation, movable property in any form or fixtures or crops derived directly or indirectly from any dealing with such property or that indemnifies or compensates for loss of or damage to such property or proceeds therefrom destroyed or damaged and proceeds of proceeds whether of the same type, class or kind as the original proceeds, including without limitation, all indemnities and insurance proceeds, expropriation proceeds, rents, income, fruits, revenues, issues and profits arising from, or connection with, such property and the present and continuing right to claim for, collect and receive any one and all of the said indemnities and insurance proceeds, expropriation proceeds, rents, income, fruits, revenues, issues and profits; and

10. all reimbursements of taxes, rates, assessments, levies, surtaxes and any other impositions which may be assessed on or payable in respect of any of the property described in paragraphs 1 to 9



inclusive.

Schedule 1

Intellectual Property

NIL

Pledged Securities

NIL

#### DEFINITIONS

"Hypothec" means the deed of hypothec referred to herein under the heading "Référence à l'acte constitutif".

"Revolving Credit Agreement" means that certain revolving credit agreement dated on or about July 31, 2015 (as amended, supplemented, restated, replaced or otherwise modified from time to time) by and amongst, inter alios, the Rockport Group, LLC and the Rockport Company, LLC, as U.S. borrowers, the Grantor, as Canadian borrower, the financial institutions from time to time parties thereto as lenders, and Citizens Business Capital, as administrative agent.

"securities" means any securities (as defined in the STA), bills of exchange, notes, shares, warrants, bonds, debentures, interests or other equivalents (however designated) of capital stock of corporations, any and all equivalent or similar ownership interests (including, without limitation, partnership interests and units in a trust or in a Person other than a corporation) and other securities considered or acknowledged as securities, financial assets or security entitlements (as such terms are defined in the STA), as well as the renewals, substitutions and additions to which the securities are subject and the securities and other property received or issued pursuant to any transformation of such securities, along with all income derived and all rights arising therefrom.

"STA" means the Act respecting the transfer of securities and the establishment of security entitlements (Quebec) or other similar legislation as in effect from time to time.

#### MENTIONS

##### **Somme de l'hypothèque**

Cdn\$120,000,000 plus interest thereon from the date of the Hypothec and compounded annually, at the rate of 25% per annum.

L'hypothèque est constituée en faveur du fondé de pouvoir (art. 2692 C.c.)

##### **Référence à l'acte constitutif**

Forme de l'acte : Notarié en minute

Date : 2015-07-30

Lieu : Montréal, Québec

N° de minute : 580

Nom du notaire : Me Shalini Sangani

##### **Autres mentions :**

The Grantor shall have authority to collect all Claims as they fall due. Citizens Business Capital may withdraw this authorization by written notice at any time upon the occurrence and during the continuance of an Event of Default (as defined in the Hypothec).

Citizens Business Capital, a division of Citizens Asset Finance, Inc., is acting as hypothecary representative for all present and future

Secured Parties (as defined in the Revolving Credit Agreement) under  
Article 2692 of the Civil Code of Québec.

**AVIS D'ADRESSE**

N° 053389

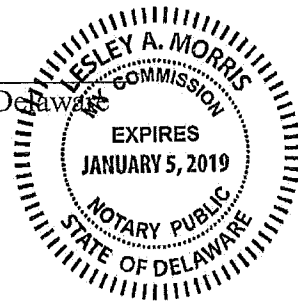
# Tab U

THIS IS EXHIBIT "U" TO THE AFFIDAVIT  
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15<sup>TH</sup> DAY OF MAY, 2018

*Lesley A. Morris*

A Notary Public in and for the State of Delaware



Search ID#: Z10198338

**Transmitting Party**

DISTINCT CREDIT SERVICES LTD.

400 333 Bay St.  
TORONTO, ON M5H 2R2

Party Code: 50074863  
Phone #: 416 993 0432  
Reference #:

Search ID #: Z10198338

Date of Search: 2018-Apr-25

Time of Search: 14:55:42

**Business Debtor Search For:**

ROCKPORT CANADA ULC

Both Exact and Inexact Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.



Search ID#: Z10198338

**Business Debtor Search For:**

ROCKPORT CANADA ULC

Search ID #: Z10198338

Date of Search: 2018-Apr-25

Time of Search: 14:55:42

---

Registration Number: 15072714839

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Jul-27

Registration Status: Current

Expiry Date: 2022-Jul-27 23:59:59

---

Exact Match on: Debtor

No: 1

---

**Debtor(s)**

**Block**

**Status**

1 ROCKPORT CANADA ULC  
8100 HIGHWAY 27  
WOODBIDGE, ON L4H 3N2

Current

**Secured Party / Parties**

**Block**

**Status**

1 CITIZENS BUSINESS CAPITAL, AS AGENT  
28 STATE STREET  
BOSTON, MA 02109

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID#: Z10198338

**Note:**

The following is a list of matches closely approximating your Search Criteria,  
which is included for your convenience and protection.

**Debtor Name / Address**

ROCKPORT CONCRETE INC.  
94 WALNUT DRIVE SW  
CALGARY, AB T3C3H3

**Reg. #**

17100425719

**SECURITY AGREEMENT**

**Debtor Name / Address**

ROCKPORT CONCRETE INC.  
94 WALNUT DRIVE SW  
CALGARY, AB T3C3H3

**Reg. #**

17101721954

**WRIT OF ENFORCEMENT**

Result Complete

# Tab V



THIS IS EXHIBIT "V" TO THE AFFIDAVIT  
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15<sup>TH</sup> DAY OF MAY, 2018

*Lesley A. Morris*

A Notary Public in and for the State of Delaware



PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 4/11/2018  
File Currency Date: 04/10/2018  
Family(ies): 1  
Page(s): 1

SEARCH : Business Debtor : ROCKPORT CANADA ULC

The attached report has been created based on the data received by Cyberbahn, a Thomson Reuters business from the Province of Ontario, Ministry of Government Services. No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report. Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 4/11/2018  
File Currency Date: 04/10/2018  
Family(ies): 1  
Page(s): 1

SEARCH : Business Debtor : ROCKPORT CANADA ULC

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1  
SEARCH : BD : ROCKPORT CANADA ULC

00 FILE NUMBER : 708396291 EXPIRY DATE : 27JUL 2022 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20150727 1210 1862 4038 REG TYP: P PPSA REG PERIOD: 7  
02 IND DOB : IND NAME:  
03 BUS NAME: ROCKPORT CANADA ULC

OCN :  
04 ADDRESS : 8100 HIGHWAY 27  
CITY : WOODBRIDGE PROV: ON POSTAL CODE: L4H 3N2  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
CITIZENS BUSINESS CAPITAL, AS AGENT

09 ADDRESS : 28 STATE STREET  
CITY : BOSTON PROV: MA POSTAL CODE: 02109  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X  
YEAR MAKE MODEL V.I.N.

11  
12  
GENERAL COLLATERAL DESCRIPTION

13  
14  
15  
16 AGENT: MCCARTHY TETRAULT LLP (D. BELTRAN)  
17 ADDRESS : STE. 5300, TD BANK TOWER, TD CENTRE  
CITY : TORONTO PROV: ONT POSTAL CODE: M5K 1E6

**Tab W**

THIS IS EXHIBIT "W" TO THE AFFIDAVIT  
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15<sup>TH</sup> DAY OF MAY, 2018

*Lesley A. Morris*

A Notary Public in and for the State of Delaware



This report lists registrations in the Personal Property Registry that match the following search criteria:

**Province or Territory Searched:** Nova Scotia  
**Type of Search:** Debtors (Enterprise)

**Search Criteria:** ROCKPORT CANADA

**Date and Time of Search:** 2018-04-25 17:59 (Atlantic)  
**Transaction Number:** 16415751  
**Searched By:** L177520

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	24656084	ROCKPORT CANADA ULC	WOODBIDGE

An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.  
**Included Column Legend**

- An asterisk (\*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

#### Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.
- 1 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

### Registration Details for Registration Number: 24656084

**Province or Territory:** Nova Scotia  
**Registration Type:** PPSA Financing Statement

#### Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	24656084	2015-07-27 14:03	2022-07-27	SM2406-ROCK

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

#### Debtors

Type: Enterprise  
 ROCKPORT CANADA ULC  
 8100 HIGHWAY 27  
 WOODBIDGE ON L4H 3N2

Canada

**Secured Parties**

Type: Enterprise  
CITIZENS BUSINESS CAPITAL, AS AGENT  
28 STATE STREET  
BOSTON MA 02109  
USA

**General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

***END OF REPORT***

# Tab X

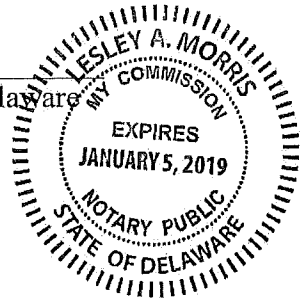


THIS IS EXHIBIT "X" TO THE AFFIDAVIT  
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15<sup>TH</sup> DAY OF MAY, 2018

*Lesley A. Morris*

A Notary Public in and for the State of Delaware



This report lists registrations in the Personal Property Registry that match the following search criteria:

**Province or Territory Searched:** Prince Edward Island  
**Type of Search:** Debtors (Enterprise)

**Search Criteria:** ROCKPORT CANADA

**Date and Time of Search:** 2018-04-25 17:57 (Atlantic)  
**Transaction Number:** 16415745  
**Searched By:** L177520

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	3733473	ROCKPORT CANADA ULC	WOODBIDGE

An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

#### Included Column Legend

- An asterisk (\*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

#### Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.
- 1 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

### Registration Details for Registration Number: 3733473

**Province or Territory:** Prince Edward Island  
**Registration Type:** PPSA Financing Statement

#### Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	3733473	2015-07-27 14:05	2022-07-27	SM2406-ROCK

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

#### Debtors

Type: Enterprise  
 ROCKPORT CANADA ULC  
 8100 HIGHWAY 27  
 WOODBIDGE ON L4H 3N2

Canada

**Secured Parties**

Type: Enterprise  
CITIZENS BUSINESS CAPITAL, AS AGENT  
28 STATE STREET  
BOSTON MA 02109  
USA

**General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

***END OF REPORT***

# Tab Y

THIS IS EXHIBIT "Y" TO THE AFFIDAVIT  
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15<sup>TH</sup> DAY OF MAY, 2018

*Lesley A. Morris*

A Notary Public in and for the State of Delaware



**Search by Business Debtor**

Date: 2018-04-25  
Time: 4:10:16 PM  
Inquiry Number: 10244362350  
User ID: Kimberley Holdaway

Business Name: ROCKPORT CANADA ULC

**1 exact match was found.**

**0 similar matches were found.**

**EXACT MATCHES**

Business Debtor Name	No. of Registrations
1. <u>Rockport Canada ULC</u>	1

**1. Rockport Canada ULC**

<b>1.1 Rockport Canada ULC: Registration 201514053400 (2015-07-27 12:42:37 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2022-07-27
<b>Debtor Address</b>	8100 Highway 27 Woodbridge, Ontario Canada L4H 3N2
<b>Secured Parties (party code, name, address)</b>	Citizens Business Capital, as Agent 28 State Street Boston, Massachusetts USA 02109
<b>General Collateral Description</b>	*The security interest is taken in all of the debtor's present and after-acquired personal property.

**END OF EXACT MATCHES**

**Tab Z**

THIS IS EXHIBIT "Z" TO THE AFFIDAVIT  
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15<sup>TH</sup> DAY OF MAY, 2018

*Lesley A. Morris*

A Notary Public in and for the State of Delaware





**Personal Property Registry**

**Selection List**

For: [ PD66425 ] [ BORDEN LADNER GERVAIS LLP (VANCOU ]

May 07, 2018

02:00:41 PM

<input type="button" value="Return"/>	<input type="button" value="Send to Mailbox"/>	<input type="button" value="Help ?"/>
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Business Name: ROCKPORT CANADA ULC	<input checked="" type="checkbox"/> <b>Exact Matches: 2</b>	Local Print Limit: <input type="text" value="200"/>

BSR101 - NO MORE INFORMATION TO DISPLAY

**Debtor Name**

- ROCKPORT CANADA ULC
- ROCKPORT CANADA ULC
- ROCKPOINT CANADA GP ULC
- ROCKPOINT CANADA GP ULC

BC OnLine: PPRS SEARCH RESULT 2018/05/07  
Lterm: XPSP0054 For: PD66425 BORDEN LADNER GERVAIS LLP (VANCOU 14:00:41

Index: BUSINESS DEBTOR

Search Criteria: ROCKPORT CANADA ULC

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: JUL 27, 2015 Reg. Length: 7 YEARS  
Reg. Time: 10:37:49 Expiry Date: JUL 27, 2022  
Base Reg. #: 746298I Control #: D3223632

Block#

S0001 Secured Party: CITIZENS BUSINESS CAPITAL, AS AGENT  
28 STATE STREET  
BOSTON MA 02109

=D0001 Base Debtor: ROCKPORT CANADA ULC  
(Business) 8100 HIGHWAY 27  
WOODBRIIDGE ON L4H 3N2

General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY,  
INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS,  
DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS,  
INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH  
AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT).

Registering

Party: MCCARTHY TETRAULT LLP  
1300 777 DUNSMUIR ST., BX 10424  
VANCOUVER BC V7Y 1K2

\*\*\* Name/Address Changed on April 12, 2016 to:

Registering

Party: MCCARTHY TETRAULT LLP  
SUITE 2400, 745 THURLOW STREET  
VANCOUVER BC V6E 0C5

\*\*\*\*\* MISCELLANEOUS REGISTRATIONS ACT \*\*\*\*\*

\*\*\* DISCHARGED \*\*\*

Crown Charge Filed Pursuant to: PROVINCIAL SALES TAX

Reg. Date: MAR 05, 2018 Reg. Length: INFINITY  
Reg. Time: 11:18:38 Expiry Date: N/A  
Base Reg. #: 605489K Control #: D5126665

Block#

S0001 Secured Party: HER MAJESTY THE QUEEN IN THE RIGHT  
OF THE PROVINCE OF BRITISH COLUMBIA  
1802 DOUGLAS STREET  
VICTORIA BC V8T 4K6

D0001 Base Debtor: ROCKPORT CANADA  
(Business) 745 THURLOW ST STE 2400  
VANCOUVER BC V6E 0C5



**Tab AA**

THIS IS EXHIBIT "AA" TO THE AFFIDAVIT  
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15<sup>TH</sup> DAY OF MAY, 2018

*Lesley A. Morris*

A Notary Public in and for the State of Delaware



Court File No:

**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 ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP  
HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS,  
LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT  
COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES  
LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")**

**APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE  
*COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**CONSENT**

Richter Advisory Group Inc. ("**Richter**"), hereby consents to act as information officer of Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC and Rockport Canada ULC in respect of a proceeding pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, in accordance with the terms of an order substantially in the form requested by Rockport Blocker, LLC, or as such order may be amended in a manner satisfactory to Richter.

May 14, 2018

**RICHTER ADVISORY GROUP INC.**

By: 

Name: Adam Sherman

Title: Senior Vice President

Court File No.:

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

AND IN THE MATTER OF ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS, LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")

APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

ONTARIO

SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

CONSENT

**BORDEN LADNER GERVAIS LLP**

Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto ON M5H 4E3  
Tel: 416-367-60 00  
Fax: 416-367-6749

**Roger Jaipargas – LSO No. 43275C**

Tel: 416-367-6266  
rjaipargas@blg.com

**Alex MacFarlane – LSO No. 28133Q**

Tel: 416-367-6305  
amacfarlane@blg.com

Lawyers for Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC and Rockport Canada ULC

# Tab 3



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

THE HONOURABLE ) WEDNESDAY, THE 16<sup>TH</sup>  
 )  
MR. JUSTICE MCEWEN ) DAY OF MAY, 2018

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

**AND IN THE MATTER OF ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP  
HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS,  
LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT  
COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES  
LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")**

**APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE  
*COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**INITIAL RECOGNITION ORDER  
(FOREIGN MAIN PROCEEDING)**

**THIS APPLICATION**, made by Rockport Blocker, LLC in its capacity as the foreign representative (the "**Foreign Representative**") of the Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form enclosed in the Application Record, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Application, the affidavit of Paul Kosturos sworn May 15, 2018, the Pre-Filing Report of Richter Advisory Group Inc., in its capacity as proposed information officer (the "**Proposed Information Officer**") dated May 15, 2018, each filed, and upon being provided with copies of the documents required by s.46 of the CCAA,

**AND UPON BEING ADVISED** by counsel for the Foreign Representative that in addition to this Initial Recognition Order, a Supplemental Order (Foreign Main Proceeding) is being sought,

**AND UPON HEARING** the submissions of counsel for the Foreign Representative, counsel for the Proposed Information Officer, counsel for Citizens Business Capital, in its capacity as Administrative Agent and Collateral Agent for the lenders under the Senior Secured Super-Priority Debtor-in-Possession Revolving Credit Agreement, counsel for the Senior Secured Noteholders and DIP Note Lenders, and upon no one appearing for any other parties although duly served as appears from the Affidavit of Service of Evita Ferreira sworn May 15, 2018:

#### **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.

#### **FOREIGN REPRESENTATIVE**

2. **THIS COURT ORDERS AND DECLARES** that the Foreign Representative is the "foreign representative" as defined in section 45 of the CCAA of the Debtors in respect of the jointly administered insolvency proceedings (the "**Foreign Proceeding**") of Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC and Rockport Canada ULC in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Court**") under Chapter 11 of Title 11 of the United States Code.

#### **CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING**

3. **THIS COURT DECLARES** that the centre of its main interests for each of the Debtors is the United States of America, and that the Foreign Proceeding is hereby recognized as a "foreign main proceeding" as defined in section 45 of the CCAA.

## **STAY OF PROCEEDINGS**

4. **THIS COURT ORDERS** that until otherwise ordered by this Court:
- (a) all proceedings taken or that might be taken against any of the Debtors under the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act* are stayed;
  - (b) further proceedings in any action, suit or proceeding in Canada against any of the Debtors are restrained; and
  - (c) the commencement of any action, suit or proceeding in Canada against any of the Debtors is prohibited.

## **NO SALE OF PROPERTY**

5. **THIS COURT ORDERS** that, except with leave of this Court, each of the Debtors is prohibited from selling or otherwise disposing of:
- (a) outside the ordinary course of its business, any of its property in Canada that relates to the business; and
  - (b) any of its other property in Canada.

## **GENERAL**

6. **THIS COURT ORDERS** that within 7 days from the date of this Order, or as soon as practicable thereafter, the Information Officer shall cause to be published a notice substantially in the form attached to this Order as Schedule "A", once a week for two consecutive weeks, in *The Globe and Mail* (National Edition).
7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, to give effect to this Order and to assist the Debtors and the Foreign Representative and their respective counsel and agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS AND DECLARES** that this Order shall be effective as of 12:01 am on the date of this Order.

9. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Debtors and the Foreign Representative and their respective counsel, and 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.

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**Schedule "A"**

**Form of Newspaper Notice**

**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 ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS, LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")**

**APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**NOTICE OF INITIAL RECOGNITION ORDER**

**PLEASE BE ADVISED** that this Notice is being published pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**"), granted on May 16, 2018 (the "**Initial Recognition Order**").

**PLEASE TAKE NOTICE** that on May 14, 2018, Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC, and Rockport Canada ULC (collectively, the "**Chapter 11 Debtors**") each filed voluntary petitions under chapter 11 of title 11 of the United States Code (collectively, the "**Chapter 11 Proceedings**") in United States Bankruptcy Court for the District of Delaware (the "**U.S. Court**"). In connection with the Chapter 11 Proceedings, the U.S. Court has appointed Rockport Blocker, LLC ("**Rockport Blocker**") as the foreign representative of the Chapter 11 Debtors (the "**Foreign Representative**"). The Foreign Representative's address is 1220 Washington Street, West Newton, Massachusetts 02465. The Debtors carry on business in Canada through Rockport Canada ULC.

**PLEASE TAKE FURTHER NOTICE** that the Initial Recognition Order and a Supplemental Order (together, the "**Recognition Orders**") have been issued by the Canadian Court under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA Recognition Proceedings**"), and, among other things: (i) recognize the Chapter 11 Proceedings as a foreign main proceeding; (ii) recognize Rockport Blocker as the Foreign Representative of the Chapter 11 Debtors; (iii) recognize certain orders granted by the U.S. Court in the Chapter 11 Proceedings including the granting of an interim DIP financing order; (iv) stay claims against the Chapter 11 Debtors, their property and their directors and officers in Canada; (v) prohibit the

commencement of any such proceedings in Canada absent further order of the Canadian Court; and (vi) appoint Richter Advisory Group Inc. as the Information Officer with respect to the CCAA Recognition Proceedings.

**PLEASE TAKE FURTHER NOTICE** that counsel for the Foreign Representative is:

**Borden Ladner Gervais LLP**  
Bay Adelaide Centre, East Tower  
22 Adelaide St W, Toronto, ON  
Canada M5H 4E3  
Attention: Roger Jaipargas  
Phone: 416-367-6266  
Fax: 416-367-6749  
Email: [RJaipargas@blg.com](mailto:RJaipargas@blg.com)

**PLEASE TAKE FURTHER NOTICE** that persons who wish to receive a copy of the Recognition Orders or obtain any further information in respect thereof or in respect of the matters set forth in this Notice, should contact the Information Officer at the address below:

**Richter Advisory Group Inc. (solely in its capacity as Information Officer)**

Bay Wellington Tower  
181 Bay Street, Suite 3320, Toronto, ON  
Canada M5J 2T3  
Attention: Adam Sherman  
Phone: 416-642-4836  
Fax: 514-934-8603  
Email: [asherman@richter.ca](mailto:asherman@richter.ca)

**PLEASE TAKE FURTHER NOTICE** that the motions, orders and notices filed with the U.S. Court in the Chapter 11 Proceedings are available at <https://cases.primeclerk.com/rockport>

**Prime Clerk LLC**

830 Third Avenue, 9<sup>th</sup> Floor  
New York, New York 10022  
Attention: Benjamin J. Steele  
Phone: 212-257-5490  
Email: [bsteele@primeclerk.com](mailto:bsteele@primeclerk.com)

**PLEASE FINALLY NOTE** that the Recognition Orders, and any other orders that may be granted by the Canadian Court, can be viewed at <http://www.richter.ca/en/folder/insolvency-cases/r/rockport-canada>

DATED AT TORONTO, ONTARIO this \_\_\_\_ day of May, 2018.

**Richter Advisory Group Inc.**  
**(solely in its capacity as Information Officer of the Chapter 11 Debtors**  
**and not in its personal or corporate capacity)**

Court File No.:

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**  
**AND IN THE MATTER OF ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS, LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES LLC AND ROCKPORT CANADA ULC (THE 'DEBTORS')**  
**APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**ONTARIO**

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

PROCEEDINGS COMMENCED AT TORONTO

**INITIAL RECOGNITION ORDER  
(Foreign Main Proceeding – May 16, 2018)**

**BORDEN LADNER GERVAIS LLP**

Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto ON M5H 4E3  
Tel: 416-367-6000  
Fax: 416-367-6749

**Roger Jaipargas – LSO No. 43275C**

Tel: 416-367-6266  
rjaipargas@blg.com

**Alex MacFarlane – LSO No. 28133Q**

Tel: 416-367-6305  
amacfarlane@blg.com

Lawyers for Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC and Rockport Canada ULC



# Tab 4

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

THE HONOURABLE ) WEDNESDAY, THE 16<sup>TH</sup>  
 )  
MR. JUSTICE MCEWEN ) DAY OF MAY, 2018

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

**AND IN THE MATTER OF ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP  
HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS,  
LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT  
COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES  
LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")**

**APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE  
*COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**SUPPLEMENTAL ORDER  
(FOREIGN MAIN PROCEEDING)**

**THIS APPLICATION**, made by Rockport Blocker, LLC in its capacity as the foreign representative (the "**Foreign Representative**") of the Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form enclosed in the Application Record, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Application, the affidavit of Paul Kosturos sworn May 15, 2018 (the "**Kosturos Affidavit**"), the Pre-Filing Report of Richter Advisory Group Inc., in its capacity as proposed information officer (the "**Proposed Information Officer**") dated May 15, 2018, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Foreign Representative, counsel for the Proposed Information Officer, counsel for Citizens Business

Capital, in its capacity as Administrative Agent and Collateral Agent (the "**DIP ABL Agent**") for the lenders (together with the DIP ABL Agent, the "**DIP ABL Lenders**") under the Senior Secured Super-Priority Debtor-in-Possession Revolving Credit Agreement (the "**DIP ABL Credit Agreement**"), counsel for the Senior Secured Noteholders and DIP Note Lenders, and upon no one appearing for any other parties although duly served as appears from the Affidavit of Service of Evita Ferreira sworn May 15, 2018, and on reading the consent of Richter Advisory Group Inc. to act as the information officer:

### **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.

### **INITIAL RECOGNITION ORDER**

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Recognition Order (Foreign Main Proceeding) dated May 16, 2018 (the "**Recognition Order**") or in the Kosturos Affidavit.
3. **THIS COURT ORDERS** that the provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Recognition Order, provided that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Recognition Order, the provisions of the Recognition Order shall govern.

### **RECOGNITION OF FOREIGN ORDERS**

4. **THIS COURT ORDERS** that the following orders (collectively, the "**Foreign Orders**") of the United States Bankruptcy Court for the District of Delaware made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

- (a) an order authorizing Rockport Blocker to act as the foreign representative of the Debtors (the "**Foreign Representative Order**");

- (b) an order directing the joint administration of the Chapter 11 cases of the Debtors in the Foreign Proceeding (the "**Joint Administration Order**");
- (c) an order authorizing the retention of Prime Clerk LLC as claims and noticing agent (the "**Claims Agent Order**");
- (d) an order enforcing and restating the automatic stay protections and *ipso facto* prohibitions of the United States Bankruptcy Code (the "**Automatic Stay Order**");
- (e) an interim order authorizing the Debtors to pay all or a portion of the shipping and warehousing claims and certain import charges (the "**Shippers and Warehouse Order**");
- (f) an interim order authorizing, but not directing, the Debtors to pay prepetition obligations of certain critical vendors (the "**Critical Foreign Vendors Order**");
- (g) an interim order authorizing, but not directing, the payment of certain taxes and fees (the "**Taxes Order**");
- (h) an interim order authorizing the Debtors to continue to renew their insurance programs including premium financing and surety bond programs (the "**Insurance Order**");
- (i) an interim order authorizing the Debtors to pay certain employee compensation and benefits and prepetition claims of independent contractors and temporary workers (the "**Wages Order**");
- (j) an interim order authorizing, but not directing, the Debtors to maintain certain customer programs and to honour or pay certain prepetition obligations related to the customer programs during the pendency of the Foreign Proceeding (the "**Customer Program Order**");
- (k) an interim order (i) prohibiting the Debtors utility service providers from altering or discontinuing service; (ii) approving an adequate assurance deposit as adequate

assurance of postpetition payment to the utilities; and (iii) establishing procedures for resolving any subsequent request by utilities for additional adequate assurance of payment (the "**Utilities Order**");

- (l) an interim order authorizing the Debtors to, *inter alia*, continue to use their cash management system and bank accounts (the "**Cash Management Order**"); and
- (m) an interim order, *inter alia*, (i) approving postpetition financing; and (ii) granting liens and super-priority administrative expense claim status to the DIP ABL Agent on its behalf and on behalf of the DIP ABL Lenders (the "**Interim DIP Financing Order**");

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada. Copies of the Foreign Orders are attached as Exhibits "C" to "O" to the Kosturos Affidavit.

#### **APPOINTMENT OF INFORMATION OFFICER**

5. **THIS COURT ORDERS** that Richter Advisory Group Inc. (the "**Information Officer**") is hereby appointed as an officer of this Court, with the powers and duties set out herein.

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

6. **THIS COURT ORDERS** that, subject to paragraph 22, until such date as this Court may order (the "**Stay Period**") no proceeding or enforcement process in any court or tribunal in Canada (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Debtors or affecting their business (the "**Business**") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), except with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

## **NO EXERCISE OF RIGHTS OR REMEDIES**

7. **THIS COURT ORDERS** that, subject to paragraph 22, 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 Debtors, or affecting the Business or the Property, are hereby stayed and suspended except with leave of this Court, provided that nothing in this Order shall (i) prevent the assertion of or the exercise of rights and remedies outside of Canada, (ii) empower any of the Debtors to carry on any business in Canada which that Debtor is not lawfully entitled to carry on, (iii) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (iv) prevent the filing of any registration to preserve or perfect a security interest, or (v) prevent the registration of a claim for lien.

## **NO INTERFERENCE WITH RIGHTS**

8. **THIS COURT ORDERS** that, subject to paragraph 22, 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 any of the Debtors and affecting the Business in Canada, except with leave of this Court.

## **ADDITIONAL PROTECTIONS**

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services provided in respect of the Property or Business of the Debtors, 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 Debtors, and that the Debtors shall be entitled to the continued use in Canada of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names.

10. **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 the Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Debtors 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.

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and 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.

**OTHER PROVISIONS RELATING TO INFORMATION OFFICER**

12. **THIS COURT ORDERS** that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;
- (b) shall report to this Court at least once every three months with respect to the status of these proceedings and the status of the Foreign Proceeding, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;
- (c) in addition to the periodic reports referred to in paragraph 12(b) above, the Information Officer may report to this Court at such other times and intervals as the Information Officer may deem appropriate with respect to any of the matters referred to in paragraph 12(b) above;
- (d) shall 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 Debtors, to the extent that is necessary to perform its duties arising under this Order; and

- (e) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Debtors and the Foreign Representative shall (i) advise the Information Officer of all material steps taken by the Debtors or the Foreign Representative in these proceedings or in the Foreign Proceeding, (ii) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (iii) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer 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.

15. **THIS COURT ORDERS** that the Information Officer (i) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (ii) may post on its website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a Debtor with information provided by the Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer 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 Information Officer has been advised by the Debtors is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the relevant Debtors may agree.



17. **THIS COURT ORDERS** that the Information Officer and counsel to the Information Officer shall be paid by the Debtors their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Debtors are hereby authorized and directed to pay the accounts of the Information Officer and counsel for the Information Officer and, in addition, the Debtors are hereby authorized to pay to the Information Officer and counsel to the Information Officer, retainers in the amounts of \$50,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

18. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.

19. **THIS COURT ORDERS** that the Information Officer and counsel to the Information Officer, if any, shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property in Canada, which charge shall not exceed an aggregate amount of \$300,000, as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 21 and 23 hereof.

#### **INTERIM FINANCING**

20. **THIS COURT ORDERS** that the DIP ABL Lenders shall be entitled to the benefit of and are hereby granted a hypothec and charge (the "**DIP Lenders' Charge**") on the Property in Canada, which DIP Lenders' Charge shall be consistent with the liens and charges created by the DIP ABL Credit Agreement and the Interim DIP Financing Order, provided however that the DIP Lenders' Charge, with respect to the Property in Canada, shall have the priority set out in paragraphs 21 and 23 hereof, and further provided that the DIP Lenders' Charge shall not be enforced unless the DIP ABL Agent delivers a Default Notice (as such term is defined in the

Interim DIP Financing Order) and otherwise complies with the procedure set out in paragraph 27 of the Interim DIP Financing Order.

**VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

21. **THIS COURT ORDERS** that the priorities of the Administration Charge and the DIP Lenders' Charge, as among them, shall be as follows:

First – Administration Charge to the maximum amount of \$300,000; and

Second – DIP Lenders' Charge to the maximum amount of US\$60,000,000.

22. **THIS COURT ORDERS** that notwithstanding any other provision of this Order or the Recognition Order:

- (a) the DIP ABL Lenders may, but are not required to, take such steps from time to time as it may deem necessary or appropriate to file, register, or record the DIP Lenders' Charge or any of the related documents;
- (b) the DIP ABL Lenders may administer the DIP ABL Facility in accordance with the terms of the DIP ABL Credit Agreement and the Interim DIP Financing Order;
- (c) upon the occurrence of an Event of Default (as defined in the DIP ABL Credit Agreement), provided the DIP ABL Lenders are authorized to do so pursuant to the Interim DIP Financing Order, and subject to any notice requirements in the Interim DIP Financing Order, the DIP ABL Lenders may exercise their rights and remedies under the DIP ABL Credit Agreement and the Interim DIP Financing Order, subject to and in accordance with the terms and conditions thereof in respect of the Property of the Debtors located in Canada without further application to this Court; and
- (d) the foregoing rights and remedies of the DIP ABL Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of any of the Debtors or the Property.

23. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge or the DIP Lenders' 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 the Charges.

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

25. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtors shall not grant any Encumbrances over any Property in Canada that rank in priority to, or *pari passu* with, the Charges, unless the Debtors also obtain the prior written consent of the Information Officer and the DIP ABL Lenders.

26. **THIS COURT ORDERS** that the Charges 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 (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act (Canada)*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) 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 Debtor, 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 a Debtor of any Agreement to which it 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 Debtors to the Chargees pursuant to this Order and the Interim DIP Financing 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.

27. **THIS COURT ORDERS** that any Charges created by this Order over leases of real property in Canada shall only be a charge in the applicable Debtor's interest in such real property leases.

28. **THIS COURT ORDERS** that the Debtors are authorized and empowered to execute and deliver such deeds of hypothec, Canadian security agreements, and other definitive documents as are contemplated by the DIP ABL Credit Agreement or as may be reasonably required by the DIP ABL Lenders pursuant to the terms of the DIP ABL Credit Agreement.

#### **SERVICE AND NOTICE**

29. **THIS COURT ORDERS** that the Debtors, the Foreign Representative, the Information Officer and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

30. **THIS COURT ORDERS** that 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 '<<http://www.richter.ca/Folder/Insolvency-Cases/R/Rockport-Canada>>'.

31. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Debtors, the Foreign Representative and the Information Officer 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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the applicable Debtor 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.

#### **GENERAL**

32. **THIS COURT ORDERS** that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

33. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of any Debtor, the Business or the Property.

34. **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 of America, to give effect to this Order and to assist the Debtors, the Foreign Representative, the Information Officer, 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 Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to

give effect to this Order, or to assist the Debtors, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

35. **THIS COURT ORDERS** that each of the Debtors, the Foreign Representative and the Information Officer 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.

36. **THIS COURT ORDERS** that the Guidelines for Court-to-Court Communications in Cross-Border Cases developed by the American Law Institute and attached as Schedule "A" hereto is adopted by this Court for the purposes of these recognition proceedings.

37. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Debtors, the Foreign Representative, the Information Officer, the DIP ABL Agent and the Senior Secured Noteholders and their respective counsel, and 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.

38. **THIS COURT ORDERS** that, notwithstanding paragraph 36, no Order shall be made varying, rescinding or otherwise affecting the provisions of this Order with respect to the DIP ABL Credit Agreement and the DIP Lenders' Charge unless notice of a motion for such Order is served in accordance with paragraph 36 above and is returnable no later than the date of the hearing for the Final Order (as defined in the Interim DIP Financing Order), or the Debtors, the Foreign Representative and the DIP ABL Lenders consent to such Order.

39. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 am on the date of this Order.

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**Schedule "A"**

**Guidelines for Court-to-Court Communications in Cross-Border Cases  
developed by the American Law Institute**

THE AMERICAN LAW INSTITUTE

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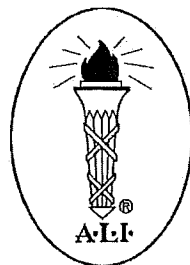
TRANSNATIONAL INSOLVENCY:  
COOPERATION AMONG  
THE NAFTA COUNTRIES

PRINCIPLES OF  
COOPERATION AMONG  
THE  
NAFTA COUNTRIES

**Guidelines Applicable to Court-to-Court Communications in  
Cross-Border Cases**

*As Adopted and Promulgated*  
BY  
THE AMERICAN LAW INSTITUTE  
AT WASHINGTON, D.C.

May 16, 2000



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The American Law Institute  
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**Guidelines**  
**Applicable to Court-to-Court Communications**  
**in Cross-Border Cases**

***Introduction:***

One of the most essential elements of cooperation in cross-border cases is communication among the administering authorities of the countries involved. Because of the importance of the courts in insolvency and reorganization proceedings, it is even more essential that the supervising courts be able to coordinate their activities to assure the maximum available benefit for the stakeholders of financially troubled enterprises.

These Guidelines are intended to enhance coordination and harmonization of insolvency proceedings that involve more than one country through communications among the jurisdictions involved. Communications by judges directly with judges or administrators in a foreign country, however, raise issues of credibility and proper procedures. The context alone is likely to create concern in litigants unless the process is transparent and clearly fair. Thus, communication among courts in cross-border cases is both more important and more sensitive than in domestic cases. These Guidelines encourage such communications while channeling them through transparent procedures. The Guidelines are meant to permit rapid cooperation in a developing insolvency case while ensuring due process to all concerned.

The Guidelines at this time contemplate application only between Canada and the United States because of the very different rules governing communications with and among courts in Mexico. Nonetheless, a Mexican Court might choose to adopt some or all of these Guidelines for communications by a *sindico* with foreign administrators or courts.

A Court intending to employ the Guidelines — in whole or part, with or without modifications — should adopt them formally before applying them. A Court may wish to make its adoption of the Guidelines contingent upon, or temporary until, their adoption by other courts concerned in the matter. The adopting Court may want to make adoption or continuance conditional upon adoption of the Guidelines by the other Court in a substantially similar form, to ensure that judges, counsel, and parties are not subject to different standards of conduct.

The Guidelines should be adopted following such notice to the parties and counsel as would be given under local procedures with regard to any important procedural decision under similar circumstances. If communication with other courts is urgently needed, the local procedures, including notice requirements, that are used in urgent or emergency situations should be employed, including, if appropriate, an initial period of effectiveness, followed by further consideration of the Guidelines at a later time. Questions about the parties entitled to such notice (for example, all parties or representative parties or representative counsel) and the nature of the court's

consideration of any objections (for example, with or without a hearing) are governed by the Rules of Procedure in each jurisdiction and are not addressed in the Guidelines.

The Guidelines are not meant to be static, but are meant to be adapted and modified to fit the circumstances of individual cases and to change and evolve as the international insolvency community gains experience from working with them. They are to apply only in a manner that is consistent with local procedures and local ethical requirements. They do not address the details of notice and procedure that depend upon the law and practice in each jurisdiction. However, the Guidelines represent approaches that are likely to be highly useful in achieving efficient and just resolutions of cross-border insolvency issues. Their use, with such modifications and under such circumstances as may be appropriate in a particular case, is therefore recommended.

#### **Guideline 1**

Except in circumstances of urgency, prior to a communication with another Court, the Court should be satisfied that such a communication is consistent with all applicable Rules of Procedure in its country. Where a Court intends to apply these Guidelines (in whole or in part and with or without modifications), the Guidelines to be employed should, wherever possible, be formally adopted before they are applied. Coordination of Guidelines between courts is desirable and officials of both courts may communicate in accordance with Guideline 8(d) with regard to the application and implementation of the Guidelines.

#### **Guideline 2**

A Court may communicate with another Court in connection with matters relating to proceedings before it for the purposes of coordinating and harmonizing proceedings before it with those in the other jurisdiction.

#### **Guideline 3**

A Court may communicate with an Insolvency Administrator in another jurisdiction or an authorized Representative of the Court in that jurisdiction in connection with the coordination and harmonization of the proceedings before it with the proceedings in the other jurisdiction.

#### **Guideline 4**

A Court may permit a duly authorized Insolvency Administrator to communicate with a foreign Court directly, subject to the approval of the foreign Court, or through an Insolvency Administrator in the other jurisdiction or through an authorized Representative of the foreign Court on such terms as the Court considers appropriate.

#### **Guideline 5**

A Court may receive communications from a foreign Court or from an authorized Representative of the foreign Court or from a foreign Insolvency Administrator and

should respond directly if the communication is from a foreign Court (subject to Guideline 7 in the case of two-way communications) and may respond directly or through an authorized Representative of the Court or through a duly authorized Insolvency Administrator if the communication is from a foreign Insolvency Administrator, subject to local rules concerning ex parte communications.

#### **Guideline 6**

Communications from a Court to another Court may take place by or through the Court:

- (a) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings, or other documents directly to the other Court and providing advance notice to counsel for affected parties in such manner as the Court considers appropriate;
- (b) Directing counsel or a foreign or domestic Insolvency Administrator to transmit or deliver copies of documents, pleadings, affidavits, factums, briefs, or other documents that are filed or to be filed with the Court to the other Court in such fashion as may be appropriate and providing advance notice to counsel for affected parties in such manner as the Court considers appropriate;
- (c) Participating in two-way communications with the other Court by telephone or video conference call or other electronic means, in which case Guideline 7 should apply.

#### **Guideline 7**

In the event of communications between the Courts in accordance with Guidelines 2 and 5 by means of telephone or video conference call or other electronic means, unless otherwise directed by either of the two Courts:

- (a) Counsel for all affected parties should be entitled to participate in person during the communication and advance notice of the communication should be given to all parties in accordance with the Rules of Procedure applicable in each Court;
- (b) The communication between the Courts should be recorded and may be transcribed. A written transcript may be prepared from a recording of the communication which, with the approval of both Courts, should be treated as an official transcript of the communication;
- (c) Copies of any recording of the communication, of any transcript of the communication prepared pursuant to any Direction of either Court, and of any official transcript prepared from a recording should be filed as part of the record in the proceedings and made available to counsel for all parties

in both Courts subject to such Directions as to confidentiality as the Courts may consider appropriate; and

- (d) The time and place for communications between the Courts should be to the satisfaction of both Courts. Personnel other than Judges in each Court may communicate fully with each other to establish appropriate arrangements for the communication without the necessity for participation by counsel unless otherwise ordered by either of the Courts.

#### **Guideline 8**

In the event of communications between the Court and an authorized Representative of the foreign Court or a foreign Insolvency Administrator in accordance with Guidelines 3 and 5 by means of telephone or video conference call or other electronic means, unless otherwise directed by the Court:

- (a) Counsel for all affected parties should be entitled to participate in person during the communication and advance notice of the communication should be given to all parties in accordance with the Rules of Procedure applicable in each Court;
- (b) The communication should be recorded and may be transcribed. A written transcript may be prepared from a recording of the communication which, with the approval of the Court, can be treated as an official transcript of the communication;
- (c) Copies of any recording of the communication, of any transcript of the communication prepared pursuant to any Direction of the Court, and of any official transcript prepared from a recording should be filed as part of the record in the proceedings and made available to the other Court and to counsel for all parties in both Courts subject to such Directions as to confidentiality as the Court may consider appropriate; and
- (d) The time and place for the communication should be to the satisfaction of the Court. Personnel of the Court other than Judges may communicate fully with the authorized Representative of the foreign Court or the foreign Insolvency Administrator to establish appropriate arrangements for the communication without the necessity for participation by counsel unless otherwise ordered by the Court.

#### **Guideline 9**

A Court may conduct a joint hearing with another Court. In connection with any such joint hearing, the following should apply, unless otherwise ordered or unless otherwise provided in any previously approved Protocol applicable to such joint hearing:

- (a) Each Court should be able to simultaneously hear the proceedings in the other Court.

- (b) Evidentiary or written materials filed or to be filed in one Court should, in accordance with the Directions of that Court, be transmitted to the other Court or made available electronically in a publicly accessible system in advance of the hearing. Transmittal of such material to the other Court or its public availability in an electronic system should not subject the party filing the material in one Court to the jurisdiction of the other Court.
- (c) Submissions or applications by the representative of any party should be made only to the Court in which the representative making the submissions is appearing unless the representative is specifically given permission by the other Court to make submissions to it.
- (d) Subject to Guideline 7(b), the Court should be entitled to communicate with the other Court in advance of a joint hearing, with or without counsel being present, to establish Guidelines for the orderly making of submissions and rendering of decisions by the Courts, and to coordinate and resolve any procedural, administrative, or preliminary matters relating to the joint hearing.
- (e) Subject to Guideline 7(b), the Court, subsequent to the joint hearing, should be entitled to communicate with the other Court, with or without counsel present, for the purpose of determining whether coordinated orders could be made by both Courts and to coordinate and resolve any procedural or nonsubstantive matters relating to the joint hearing.

#### **Guideline 10**

The Court should, except upon proper objection on valid grounds and then only to the extent of such objection, recognize and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in the other jurisdiction without the need for further proof or exemplification thereof.

#### **Guideline 11**

The Court should, except upon proper objection on valid grounds and then only to the extent of such objection, accept that Orders made in the proceedings in the other jurisdiction were duly and properly made or entered on or about their respective dates and accept that such Orders require no further proof or exemplification for purposes of the proceedings before it, subject to all such proper reservations as in the opinion of the Court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such Orders.

#### **Guideline 12**

The Court may coordinate proceedings before it with proceedings in another jurisdiction by establishing a Service List that may include parties that are entitled to receive notice of proceedings before the Court in the other jurisdiction (“Non-Resident

Parties”). All notices, applications, motions, and other materials served for purposes of the proceedings before the Court may be ordered to also be provided to or served on the Non-Resident Parties by making such materials available electronically in a publicly accessible system or by facsimile transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the Court in accordance with the procedures applicable in the Court.

#### **Guideline 13**

The Court may issue an Order or issue Directions permitting the foreign Insolvency Administrator or a representative of creditors in the proceedings in the other jurisdiction or an authorized Representative of the Court in the other jurisdiction to appear and be heard by the Court without thereby becoming subject to the jurisdiction of the Court.

#### **Guideline 14**

The Court may direct that any stay of proceedings affecting the parties before it shall, subject to further order of the Court, not apply to applications or motions brought by such parties before the other Court or that relief be granted to permit such parties to bring such applications or motions before the other Court on such terms and conditions as it considers appropriate. Court-to-Court communications in accordance with Guidelines 6 and 7 hereof may take place if an application or motion brought before the Court affects or might affect issues or proceedings in the Court in the other jurisdiction.

#### **Guideline 15**

A Court may communicate with a Court in another jurisdiction or with an authorized Representative of such Court in the manner prescribed by these Guidelines for purposes of coordinating and harmonizing proceedings before it with proceedings in the other jurisdiction regardless of the form of the proceedings before it or before the other Court wherever there is commonality among the issues and/or the parties in the proceedings. The Court should, absent compelling reasons to the contrary, so communicate with the Court in the other jurisdiction where the interests of justice so require.

#### **Guideline 16**

Directions issued by the Court under these Guidelines are subject to such amendments, modifications, and extensions as may be considered appropriate by the Court for the purposes described above and to reflect the changes and developments from time to time in the proceedings before it and before the other Court. Any Directions may be supplemented, modified, and restated from time to time and such modifications, amendments, and restatements should become effective upon being accepted by both Courts. If either Court intends to supplement, change, or abrogate Directions issued under these Guidelines in the absence of joint approval by both Courts, the Court should give the other Courts involved reasonable notice of its intention to do so.

### **Guideline 17**

Arrangements contemplated under these Guidelines do not constitute a compromise or waiver by the Court of any powers, responsibilities, or authority and do not constitute a substantive determination of any matter in controversy before the Court or before the other Court nor a waiver by any of the parties of any of their substantive rights and claims or a diminution of the effect of any of the Orders made by the Court or the other Court.



Court File No.:

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

AND IN THE MATTER OF ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS, LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")

APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

**ONTARIO**

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

PROCEEDINGS COMMENCED AT TORONTO

**SUPPLEMENTAL ORDER**

**(Foreign Main Proceeding - May 16, 2018)**

**BORDEN LADNER GERVAIS LLP**

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Lawyers for Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC and Rockport Canada ULC

# Tab 5

Court File No.

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

THE HONOURABLE \_\_\_\_\_ ) WEEKDAY, THE #  
 )  
JUSTICE \_\_\_\_\_ ) DAY OF MONTH, 20YR  
 )

THE HONOURABLE ) WEDNESDAY, THE 16<sup>TH</sup>  
 )  
MR. JUSTICE MCEWEN ) DAY OF MAY, 2018  
 )

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

**AND IN THE MATTER OF THE [LIST DEBTOR NAMES](the "Debtors")ROCKPORT  
BLOCKER, LLC, THE ROCKPORT GROUP HOLDINGS, LLC, TRG 1-P HOLDINGS,  
LLC, TRG INTERMEDIATE HOLDINGS, LLC, TRG CLASS D, LLC, THE  
ROCKPORT GROUP, LLC, THE ROCKPORT COMPANY, LLC, DRYDOCK  
FOOTWEAR, LLC, DD MANAGEMENT SERVICES LLC AND ROCKPORT CANADA  
ULC (THE "DEBTORS")**

**APPLICATION OF [NAME OF FOREIGN REPRESENTATIVE]  
ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE *COMPANIES'*  
*CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**INITIAL RECOGNITION ORDER  
(FOREIGN MAIN<sup>1</sup> PROCEEDING)**

**THIS APPLICATION,<sup>2</sup> made by [NAME OF FOREIGN  
REPRESENTATIVE]Rockport Blocker, LLC in its capacity as the foreign representative (the**

<sup>1</sup> Under section 47 the Canadian Court must be satisfied that the application for the recognition of a foreign proceeding relates to a foreign proceeding and that the applicant is a foreign representative in respect of that foreign proceeding, and then determine if the foreign proceeding is a foreign "main" or a foreign "non-main" proceeding. If the Canadian Court recognizes a foreign proceeding as a "main" proceeding, then section 48 of the CCAA provides that the Court must grant certain relief, subject to any terms and conditions it considers appropriate. The provisions of this model Order are minimal, and based on the mandatory relief set out in section 48 of the CCAA with respect to a foreign main proceeding. As noted below, supplemental and other relief is set out in the model Supplemental Order (Foreign Main Proceeding).

<sup>2</sup> Part IV of the CCAA governs cross-border insolvencies.

"Foreign Representative") of the Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an Order substantially in the form enclosed in the Application Record, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Application, the affidavit of ~~[NAME]~~ Paul Kosturos sworn ~~[DATE]~~, ~~[the preliminary report of [NAME] May 15, 2018, the Pre-Filing Report of Richter Advisory Group Inc.,~~ in its capacity as proposed information officer (the "**Proposed Information Officer**") dated ~~[DATE]~~ May 15, 2018, each filed, and upon being provided with copies of the documents required by s.46 of the CCAA,

**AND UPON BEING ADVISED** by counsel for the Foreign Representative that in addition to this Initial Recognition Order, a Supplemental Order (Foreign Main Proceeding) ~~[will be/is being]~~ sought,<sup>3</sup>

**AND UPON HEARING** the submissions of counsel for the Foreign Representative, ~~[counsel for the Proposed Information Officer,]~~ counsel for ~~[OTHER PARTIES]~~ Citizens Business Capital, in its capacity as Administrative Agent and Collateral Agent for the lenders under the Senior Secured Super-Priority Debtor-in-Possession Revolving Credit Agreement, counsel for the Senior Secured Noteholders and DIP Note Lenders, and upon being advised that ~~no one appearing for any other persons were parties although duly served with the Notice of Application;~~<sup>4</sup> as appears from the Affidavit of Service of Evita Ferreira sworn May 15, 2018;

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated<sup>5</sup> so that this Application is properly returnable today and hereby dispenses with further service thereof.

<sup>3</sup> In addition to the mandatory relief contained in this Order pursuant to section 48 of the CCAA, certain discretionary relief may be granted by the Court pursuant to section 49 of the CCAA. Examples of such discretionary relief are contained in a model Supplemental Order (Foreign Main Proceeding), also available on the Commercial List website.

<sup>4</sup> Revise to be consistent with the service recital in the Supplemental Order, if it is being sought concurrently.

<sup>5</sup> If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in the appropriate circumstances.

**FOREIGN REPRESENTATIVE**

2. **THIS COURT ORDERS AND DECLARES** that the Foreign Representative is the "foreign representative" as defined in section 45 of the CCAA of the Debtors in respect of ~~[DESCRIBE FOREIGN PROCEEDING]~~the jointly administered insolvency proceedings (the "Foreign Proceeding") of Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC and Rockport Canada ULC in the United States Bankruptcy Court for the District of Delaware (the "U.S. Court") under Chapter 11 of Title 11 of the United States Code.

### CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

3. **THIS COURT DECLARES** that the centre of its main interests for each of the Debtors is ~~[FILING JURISDICTION FOR FOREIGN PROCEEDING]~~ the United States of America,<sup>6</sup> and that the Foreign Proceeding is hereby recognized as a "foreign main proceeding"<sup>7</sup> as defined in section 45 of the CCAA.

### STAY OF PROCEEDINGS<sup>8</sup>

4. **THIS COURT ORDERS** that until otherwise ordered by this Court:

- (a) all proceedings taken or that might be taken against any ~~Debtor~~ of the Debtors under the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act* are stayed;
- (b) further proceedings in any action, suit or proceeding in Canada against any ~~Debtor~~ of the Debtors are restrained; and
- (c) the commencement of any action, suit or proceeding in Canada against any ~~Debtor~~ of the Debtors is prohibited.

### NO SALE OF PROPERTY<sup>9</sup>

5. **THIS COURT ORDERS** that, except with leave of this Court, each of the Debtors is prohibited from selling or otherwise disposing of:

- (a) outside the ordinary course of its business, any of its property in Canada that relates to the business; and
- (b) any of its other property in Canada.

<sup>6</sup> A "foreign main proceeding" as defined in section 45 of the CCAA is "a foreign proceeding in a jurisdiction where the debtor company has the centre of its main interests". Accordingly, the Court must make this determination in concluding that the proceeding being recognized is a foreign main proceeding. This determination should be made for each individual Debtor.

<sup>7</sup> A separate model order is being developed with respect to foreign non-main proceedings.

<sup>8</sup> The provisions of this paragraph 4 are based on section 48 of the CCAA. More comprehensive stay provisions are found in the model Supplemental Order (Foreign Main Proceeding).

<sup>9</sup> Based on section 48(d) of the CCAA.

## GENERAL

6. **THIS COURT ORDERS** that ~~[without delay]~~[within [NUMBER]7 days from the date of this Order, or as soon as practicable thereafter]<sup>10</sup>, the ~~Foreign Representative~~Information Officer shall cause to be published a notice substantially in the form attached to this Order as Schedule ~~[\*]"A"~~<sup>11</sup> once a week for two consecutive weeks, in ~~[NAME OF NEWSPAPER(S)]~~The Globe and Mail (National Edition).<sup>12</sup>

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, to give effect to this Order and to assist the Debtors and the Foreign Representative and their respective counsel and agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS AND DECLARES** that ~~[the Interim Initial Order made on [DATE]]~~ shall be of no further force and effect once this Order becomes effective, and that this Order shall be effective as of [TIME]<sup>13</sup> 12:01 am on the date of this Order~~[, provided that nothing herein shall invalidate any action taken in compliance with such Interim Initial Order prior to the effective time of this Order.]~~<sup>14</sup>.

9. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Debtors and the Foreign Representative and their respective counsel, and 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.

<sup>10</sup> Section 53 of the CCAA requires publication "without delay after the order is made". The alternative language, above, may provide more certainty as to when that publication must take place.

<sup>11</sup> The notice must contain information prescribed under the CCAA (section 53(b)).

<sup>12</sup> Section 53(b) of the CCAA requires that the Foreign Representative publish, unless otherwise directed by the Court, notice of the Recognition Order once a week for two consecutive weeks, in one or more newspapers in Canada specified by the Court. In addition, the Foreign Representative has ongoing reporting obligations pursuant to section 53(a) of the CCAA.

<sup>13</sup> This time should be after the effective time that the Foreign Representative was appointed in the Foreign Proceeding.

<sup>14</sup> If an Interim Initial Order was not made, references to an Interim Initial Order should be removed from this paragraph.

|

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Schedule "A"

Form of Newspaper Notice

**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 ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS, LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")**

**APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**NOTICE OF INITIAL RECOGNITION ORDER**

**PLEASE BE ADVISED** that this Notice is being published pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**"), granted on May 16, 2018 (the "**Initial Recognition Order**").

**PLEASE TAKE NOTICE** that on May 14, 2018, Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC, and Rockport Canada ULC (collectively, the "**Chapter 11 Debtors**") each filed voluntary petitions under chapter 11 of title 11 of the United States Code (collectively, the "**Chapter 11 Proceedings**") in United States Bankruptcy Court for the District of Delaware (the "**U.S. Court**"). In connection with the Chapter 11 Proceedings, the U.S. Court has appointed Rockport Blocker, LLC ("**Rockport Blocker**") as the foreign representative of the Chapter 11 Debtors (the "**Foreign Representative**"). The Foreign Representative's address is 1220 Washington Street, West Newton, Massachusetts 02465. The Debtors carry on business in Canada through Rockport Canada ULC.

**PLEASE TAKE FURTHER NOTICE** that the Initial Recognition Order and a Supplemental Order (together, the "**Recognition Orders**") have been issued by the Canadian Court under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA Recognition Proceedings**"), and, among other things: (i) recognize the Chapter 11 Proceedings as a foreign main proceeding; (ii) recognize Rockport Blocker as the Foreign Representative of the Chapter 11 Debtors; (iii) recognize certain orders granted by the U.S. Court in the Chapter 11 Proceedings including the granting of an interim DIP financing order; (iv) stay claims against the Chapter 11 Debtors, their property and their directors and officers in Canada; (v) prohibit the

commencement of any such proceedings in Canada absent further order of the Canadian Court; and (vi) appoint Richter Advisory Group Inc. as the Information Officer with respect to the CCAA Recognition Proceedings.

**PLEASE TAKE FURTHER NOTICE** that counsel for the Foreign Representative is:

**Borden Ladner Gervais LLP**  
Bay Adelaide Centre, East Tower  
22 Adelaide St W, Toronto, ON  
Canada M5H 4E3  
Attention: Roger Jaipargas  
Phone: 416-367-6266  
Fax: 416-367-6749  
  
Email: RJaipargas@blg.com

**PLEASE TAKE FURTHER NOTICE** that persons who wish to receive a copy of the Recognition Orders or obtain any further information in respect thereof or in respect of the matters set forth in this Notice, should contact the Information Officer at the address below:

**Richter Advisory Group Inc. (solely in its capacity as Information Officer)**  
Bay Wellington Tower  
181 Bay Street, Suite 3320, Toronto, ON  
Canada M5J 2T3  
Attention: Adam Sherman  
Phone: 416-642-4836  
Fax: 514-934-8603  
Email: asherman@richter.ca

**PLEASE TAKE FURTHER NOTICE** that the motions, orders and notices filed with the U.S. Court in the Chapter 11 Proceedings are available at <https://cases.primeclerk.com/rockport>

**Prime Clerk LLC**  
830 Third Avenue, 9<sup>th</sup> Floor  
New York, New York 10022  
Attention: Benjamin J. Steele  
Phone: 212-257-5490  
Email: bsteele@primeclerk.com

**{ATTACH APPROPRIATE SCHEDULE(S)}**

**PLEASE FINALLY NOTE** that the Recognition Orders, and any other orders that may be granted by the Canadian Court, can be viewed at <http://www.richter.ca/en/folder/insolvency-cases/r/rockport-canada>

**DATED AT TORONTO, ONTARIO this \_\_\_\_\_ day of May, 2018.**

**Richter Advisory Group Inc.**  
**(solely in its capacity as Information Officer of the Chapter 11 Debtors**  
**and not in its personal or corporate capacity)**

Court File No.:

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

AND IN THE MATTER OF ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS, LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")

APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

ONTARIO

SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

INITIAL RECOGNITION ORDER

(Foreign Main Proceeding – May 16, 2018)

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower

22 Adelaide Street West

Toronto ON M5H 4E3

Tel: 416-367-6000

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amacfarlane@blg.com

Lawyers for Rockport Blocker, LLC, The Rockport Group  
Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate  
Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC,  
The Rockport Company, LLC, Drydock Footwear, LLC, DD  
Management Services LLC and Rockport Canada ULC

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Document comparison by Workshare Compare on May-15-18 8:02:23 PM

<b>Input:</b>	
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Description	TOR01-#7380717-v1-Rockport - Initial_Recognition_Ord er_(Foreign_Main_Proceeding)
Document 2 ID	PowerDocs://TOR01/7380717/8
Description	TOR01-#7380717-v8-Rockport - Initial_Recognition_Ord er_(Foreign_Main_Proceeding)
Rendering set	Standard

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Insertions	115
Deletions	100
Moved from	0

# Tab 6



Court File No.

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

THE HONOURABLE \_\_\_\_\_ ) WEEKDAY, THE #  
 )  
JUSTICE \_\_\_\_\_ ) DAY OF MONTH, 20YR

THE HONOURABLE ) WEDNESDAY, THE 16<sup>TH</sup>  
 )  
MR. JUSTICE MCEWEN ) DAY OF MAY, 2018

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

**AND IN THE MATTER OF THE [LIST DEBTOR NAMES](the "Debtors")ROCKPORT  
BLOCKER, LLC, THE ROCKPORT GROUP HOLDINGS, LLC, TRG 1-P HOLDINGS,  
LLC, TRG INTERMEDIATE HOLDINGS, LLC, TRG CLASS D, LLC, THE  
ROCKPORT GROUP, LLC, THE ROCKPORT COMPANY, LLC, DRYDOCK  
FOOTWEAR, LLC, DD MANAGEMENT SERVICES LLC AND ROCKPORT CANADA  
ULC (THE "DEBTORS")**

**APPLICATION OF [NAME OF FOREIGN REPRESENTATIVE]  
ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE *COMPANIES'*  
*CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**SUPPLEMENTAL ORDER<sup>1</sup>**

<sup>1</sup>As noted in several footnotes in this model order, practice under Part IV of the CCAA is still developing, and as certain issues are determined by Canadian courts, this model order will be amended to reflect the development of the law in this area.

(FOREIGN MAIN<sup>2</sup> PROCEEDING)

THIS APPLICATION, made by ~~[NAME]~~ OF ~~FOREIGN REPRESENTATIVE]~~ Rockport Blocker, LLC in its capacity as the foreign representative (the "Foreign Representative") of the Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an Order substantially in the form enclosed in the Application Record, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, the affidavit of ~~[NAME]~~ Paul Kosturos sworn ~~[DATE]~~, ~~[the preliminary report of [NAME]~~ May 15, 2018 (the "Kosturos Affidavit"), the Pre-Filing Report of Richter Advisory Group Inc., in its capacity as proposed information officer (the "**Proposed Information Officer**") dated ~~[DATE]~~, May 15, 2018, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Foreign Representative, ~~[counsel for the proposed information officer,]~~ counsel for ~~[OTHER PARTIES]~~, ~~no one appearing for [NAME]~~<sup>3</sup> counsel for the Proposed Information Officer, counsel for Citizens Business Capital, in its capacity as Administrative Agent and Collateral Agent (the "DIP ABL Agent") for the lenders (together with the DIP ABL Agent, the "DIP ABL Lenders") under the Senior Secured Super-Priority Debtor-in-Possession Revolving Credit Agreement (the "DIP ABL Credit Agreement"), counsel for the Senior Secured Noteholders and DIP Note Lenders, and upon ~~no one appearing for any other parties~~ although duly served as appears from the affidavit Affidavit of service Service of ~~[NAME]~~ Evita Ferreira sworn ~~[DATE]~~, May 15, 2018, and on reading the

<sup>2</sup> If the Canadian Court has recognized a foreign proceeding as a "main" proceeding, then section 48 of the CCAA provides that the Court must grant certain relief, subject to any terms and conditions it considers appropriate. The provisions of the model Initial Recognition Order (Foreign Main Proceeding) fulfill the mandatory requirements of section 48 with respect to a foreign main proceeding. Section 49 of the CCAA also allows the Court to make any order that it considers appropriate for the protection of the debtor company's property or the interests of a creditor or creditors. This Supplemental Order contains discretionary relief that might be granted by the Court in the appropriate circumstances. The Model Order Subcommittee has attempted to make the provisions of this model Order consistent with similar provisions in other model Orders. Supplemental relief (whether contained in this Order or in subsequent Orders) may also include provisions dealing with the sale of assets, the recognition of critical vendors, a claims process, or any number of other matters, or may recognize foreign orders or laws granting such relief.

<sup>3</sup> Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1) and 11.52(1).

consent of ~~[NAME OF PROPOSED INFORMATION OFFICER]~~ Richter Advisory Group Inc. to act as the information officer:

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated<sup>4</sup> so that this Application is properly returnable today and hereby dispenses with further service thereof.

## **INITIAL RECOGNITION ORDER**

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Recognition Order (Foreign Main Proceeding) dated ~~[DATE]~~ May 16, 2018 (the "**Recognition Order**") or in the Kosturos Affidavit.

3. **THIS COURT ORDERS** that the provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Recognition Order, provided that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Recognition Order, the provisions of the Recognition Order shall govern.

## **RECOGNITION OF FOREIGN ORDERS<sup>5</sup>**

4. **THIS COURT ORDERS** that the following orders (collectively, the "**Foreign Orders**") of ~~[NAME OF FOREIGN COURT]~~ the United States Bankruptcy Court for the District of

<sup>4</sup> If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in the appropriate circumstances.

<sup>5</sup> This model Order adopts an approach that might be applicable to some foreign proceedings, but not others. For example, U.S. proceedings will typically generate court orders that will be brought to the Canadian Courts for recognition. Other jurisdictions may have statutory or regulatory rights (rather than court orders) that need to be recognized in Canada.

Delaware made in the Foreign Proceeding are hereby recognized and given full force and effect<sup>6</sup> in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

- (a) ~~[list Foreign Orders, or portions of Foreign Orders, copies of which should be attached as schedules to this Order], attached as Schedule A to this Order,~~an order authorizing Rockport Blocker to act as the foreign representative of the Debtors (the "**Foreign Representative Order**"):
- (b) an order directing the joint administration of the Chapter 11 cases of the Debtors in the Foreign Proceeding (the "**Joint Administration Order**"):
- (c) an order authorizing the retention of Prime Clerk LLC as claims and noticing agent (the "**Claims Agent Order**"):
- (d) an order enforcing and restating the automatic stay protections and *ipso facto* prohibitions of the United States Bankruptcy Code (the "**Automatic Stay Order**"):
- (e) an interim order authorizing the Debtors to pay all or a portion of the shipping and warehousing claims and certain import charges (the "**Shippers and Warehouse Order**"):
- (f) an interim order authorizing, but not directing, the Debtors to pay prepetition obligations of certain critical vendors (the "**Critical Foreign Vendors Order**"):
- (g) an interim order authorizing, but not directing, the payment of certain taxes and fees (the "**Taxes Order**"):

<sup>6</sup>Section 50 of the CCAA provides that an order made under Part IV of the CCAA may be made on any terms and conditions that the Court considers appropriate in the circumstances. Such terms and conditions would presumably need to be consistent with the orders or laws applicable to the foreign proceeding, subject to (i) the limitations imposed by section 48(2) (an order made under section 48(1) must be consistent with any order made under the CCAA), and (ii) the limitations imposed in section 61 (which provides that the Court may apply legal or equitable rules that are not inconsistent with the CCAA, and further that the Court may refuse to do something that would be contrary to public policy). All of the Foreign Orders should be reviewed by counsel with these issues in mind, and the Court may require confirmation from counsel that there is nothing in the Foreign Orders that is inconsistent with the CCAA or that would raise the public policy exception referenced in section 61 of the CCAA.

- (h) an interim order authorizing the Debtors to continue to renew their insurance programs including premium financing and surety bond programs (the "**Insurance Order**"):
- (i) an interim order authorizing the Debtors to pay certain employee compensation and benefits and prepetition claims of independent contractors and temporary workers (the "**Wages Order**"):
- (j) an interim order authorizing, but not directing, the Debtors to maintain certain customer programs and to honour or pay certain prepetition obligations related to the customer programs during the pendency of the Foreign Proceeding (the "**Customer Program Order**"):
- (k) an interim order (i) prohibiting the Debtors utility service providers from altering or discontinuing service; (ii) approving an adequate assurance deposit as adequate assurance of postpetition payment to the utilities; and (iii) establishing procedures for resolving any subsequent request by utilities for additional adequate assurance of payment (the "**Utilities Order**"):
- (l) an interim order authorizing the Debtors to, *inter alia*, continue to use their cash management system and bank accounts (the "**Cash Management Order**"): and
- (m) an interim order, *inter alia*, (i) approving postpetition financing; and (ii) granting liens and super-priority administrative expense claim status to the DIP ABL Agent on its behalf and on behalf of the DIP ABL Lenders (the "**Interim DIP Financing Order**"):

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada. Copies of the Foreign Orders are attached as Exhibits "C" to "O" to the Kosturos Affidavit.

## APPOINTMENT OF INFORMATION OFFICER<sup>7</sup>

5. **THIS COURT ORDERS** that ~~[NAME OF INFORMATION OFFICER]~~Richter Advisory Group Inc. (the "**Information Officer**") is hereby appointed as an officer of this Court, with the powers and duties set out herein.

## NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY<sup>8</sup>

6. **THIS COURT ORDERS** that, subject to paragraph 22, until such date as this Court may order (the "**Stay Period**") no proceeding or enforcement process in any court or tribunal in Canada (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Debtors or affecting their business (the "**Business**") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), except with leave of this Court,<sup>9</sup> and any and all Proceedings currently under way against or in respect of any of the Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

## NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that, subject to paragraph 22, 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 Debtors ~~[or the Foreign Representative]~~, or affecting the Business or the Property, are hereby stayed and suspended except with leave of this Court, provided that nothing

<sup>7</sup> ~~The appointment of an Information Officer is not required by the CCAA, and is in the discretion of the Court. Information Officers are normally trustees licensed under the *Bankruptcy and Insolvency Act*.~~

<sup>8</sup> ~~The Model Order Subcommittee notes that a "Non-Derogation of Rights" section (found, for example, in the Model Initial CCAA Order) has not been included in this model Order. In a 'full' CCAA proceeding, which would typically include a stay of proceedings made under section 11.02 of the CCAA, a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, and 11.1(2). However, in a Part IV proceeding, section 48 of the CCAA (rather than section 11.02 of the CCAA) is being relied upon when a stay of proceedings is being sought, and despite the wording of section 48(2) and section 61, it is not clear if the restrictions applicable to a section 11.02 stay of proceedings are also applicable to a section 48 stay of proceedings, or would restrict the recognition of foreign proceedings or foreign orders that include a stay of proceedings broader than permitted in a section 11.02 stay of proceedings. These issues remain open for determination by Canadian courts.~~

<sup>9</sup> ~~Where the Court considers it to be appropriate, it may authorize other Persons, including a Court appointed Information Officer, to provide consent to any Proceeding. This same comment applies in paragraphs 6 through 11 of this Order.~~

in this Order shall (i) prevent the assertion of or the exercise of rights and remedies outside of Canada, (ii) empower any of the Debtors to carry on any business in Canada which that Debtor is not lawfully entitled to carry on, (iii) [affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA,] (iv) prevent the filing of any registration to preserve or perfect a security interest, or (v) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH RIGHTS**

8. **THIS COURT ORDERS** that, subject to paragraph 22, 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 any of the Debtors and affecting the Business in Canada, except with leave of this Court.

#### **ADDITIONAL PROTECTIONS**

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services provided in respect of the Property or Business of the Debtors, 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 Debtors, and that the Debtors shall be entitled to the continued use in Canada of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names.<sup>40</sup>

10. ~~{~~**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 the Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Debtors whereby the directors or officers are alleged under any law to be

<sup>40</sup> ~~Section 11.01 of the CCAA provides that no order made under section 11 or 11.02 has the effect of (a) prohibiting a person from requiring immediate payment for good, services, etc. provided after the order is made, or (b) requiring the further advance of money or credit. It is unclear whether these provisions also apply to an order made pursuant to section 48 of the CCAA. Please see the discussion in footnote 8 above.~~

liable in their capacity as directors or officers for the payment or performance of such obligations.<sup>11</sup>

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and 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.

#### **OTHER PROVISIONS RELATING TO INFORMATION OFFICER**

12. **THIS COURT ORDERS** that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;
- (b) shall report to this Court at least once every {three} months with respect to the status of these proceedings and the status of the Foreign ~~Proceedings~~Proceeding, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;
- (c) in addition to the periodic reports referred to in paragraph 12(b) above, the Information Officer may report to this Court at such other times and intervals as the Information Officer may deem appropriate with respect to any of the matters referred to in paragraph 12(b) above;
- (d) shall 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 Debtors, to the extent that is necessary to perform its duties arising under this Order; and

<sup>11</sup> ~~Counsel should specifically address with the Court whether this provision is appropriate in the context of this Order.~~



- (e) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Debtors and the Foreign Representative shall (i) advise the Information Officer of all material steps taken by the Debtors or the Foreign Representative in these proceedings or in the Foreign Proceedings ~~Proceedings~~ Proceeding, (ii) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (iii) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer 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.

15. **THIS COURT ORDERS** that the Information Officer (i) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (ii) may post on its website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a Debtor with information provided by the Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer 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 Information Officer has been advised by the Debtors is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the relevant Debtors may agree.

17. **THIS COURT ORDERS** that the Information Officer and counsel to the Information Officer shall be paid by the Debtors their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their

standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Debtors are hereby authorized and directed to pay the accounts of the Information Officer and counsel for the Information Officer ~~on a [TIME INTERVAL] basis~~ and, in addition, the Debtors are hereby authorized to pay to the Information Officer and counsel to the Information Officer, retainers in the ~~amount[s]~~ amounts of ~~[\$[AMOUNT OR AMOUNTS] [,50,000,~~ respectively,] to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

18. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.

19. **THIS COURT ORDERS** that the Information Officer and counsel to the Information Officer, if any, shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property in Canada, which charge shall not exceed an aggregate amount of ~~[\$[AMOUNT],~~ 300,000, as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs {21} and {23} hereof.

#### **INTERIM FINANCING<sup>42</sup>**

20. **THIS COURT ORDERS** that the DIP ~~Lender~~ ABL Lenders shall be entitled to the benefit of and ~~is~~ are hereby granted a hypothec and charge (the "**DIP Lender's** Lenders' **Charge**") on the Property in Canada, which DIP ~~Lender's~~ Lenders' Charge shall be consistent with the liens and charges created by the ~~{DESCRIBE DIP LOAN ORDER MADE IN THE FOREIGN PROCEEDING}~~ DIP ABL Credit Agreement and the Interim DIP Financing Order, provided however that the DIP ~~Lender's~~ Charge (i) ~~shall not secure an obligation that exists~~

<sup>42</sup> ~~Optional~~ if there is a DIP Lender which takes security over assets in Canada or in respect of Canadian Debtors. If more comprehensive interim financing provisions are required, please refer to the model CCAA Initial Order for sample provisions.

before this Order is made,<sup>13</sup> and (ii) Lenders' Charge, with respect to the Property in Canada, shall have the priority set out in paragraphs {21} and {23} hereof, and further provided that the DIP Lender's Lenders' Charge shall not be enforced except with leave of this Court unless the DIP ABL Agent delivers a Default Notice (as such term is defined in the Interim DIP Financing Order) and otherwise complies with the procedure set out in paragraph 27 of the Interim DIP Financing Order.

## VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

21. **THIS COURT ORDERS** that the priorities of the Administration Charge and the DIP Lender's Lenders' Charge, as among them, shall be as follows:<sup>14</sup>

First – Administration Charge (to the maximum amount of \$(AMOUNT)300,000); and

Second – DIP Lender's Lenders' Charge, to the maximum amount of US\$60,000,000.

22. **THIS COURT ORDERS** that notwithstanding any other provision of this Order or the Recognition Order:

- (a) the DIP ABL Lenders may, but are not required to, take such steps from time to time as it may deem necessary or appropriate to file, register, or record the DIP Lenders' Charge or any of the related documents;
- (b) the DIP ABL Lenders may administer the DIP ABL Facility in accordance with the terms of the DIP ABL Credit Agreement and the Interim DIP Financing Order;
- (c) upon the occurrence of an Event of Default (as defined in the DIP ABL Credit Agreement), provided the DIP ABL Lenders are authorized to do so pursuant to

<sup>13</sup>This restriction appears in the interim financing provisions found in section 11.2(1) of the CCAA. It is unclear if this prohibits the recognition of a foreign order that creates a DIP Lender's Charge securing pre-filing obligations.

<sup>14</sup>The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.

the Interim DIP Financing Order, and subject to any notice requirements in the Interim DIP Financing Order, the DIP ABL Lenders may exercise their rights and remedies under the DIP ABL Credit Agreement and the Interim DIP Financing Order, subject to and in accordance with the terms and conditions thereof in respect of the Property of the Debtors located in Canada without further application to this Court; and

- (d) the foregoing rights and remedies of the DIP ABL Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of any of the Debtors or the Property.

23. ~~22.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge or the DIP Lender's ~~Lenders'~~ 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 the Charges.

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

25. ~~24.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtors shall not grant any Encumbrances over any Property in Canada that rank in priority to, or *pari passu* with, the ~~Administration Charge or the DIP Lender's Charge~~ Charges, unless the Debtors also obtain the prior written consent of the Information Officer and the DIP Lender ABL Lenders.

26. ~~25.~~ **THIS COURT ORDERS** that the ~~Administration Charge and the DIP Lender's Charge~~ Charges 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 (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to ~~BIA~~the *Bankruptcy and Insolvency Act (Canada)*, R.S.C. 1985, c. B-3, as amended (the "BIA"), or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) 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 Debtor, 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 a Debtor of any Agreement to which it 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 Debtors to the Chargees pursuant to this Order and the Interim DIP Financing 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.

27. ~~26.~~ **THIS COURT ORDERS** that any ~~Charge~~Charges created by this Order over leases of real property in Canada shall only be a ~~Charge~~charge in the applicable Debtor's interest in such real property leases.

28. **THIS COURT ORDERS** that the Debtors are authorized and empowered to execute and deliver such deeds of hypothec, Canadian security agreements, and other definitive documents as are contemplated by the DIP ABL Credit Agreement or as may be reasonably required by the DIP ABL Lenders pursuant to the terms of the DIP ABL Credit Agreement.

## SERVICE AND NOTICE

29. **THIS COURT ORDERS** that the Debtors, the Foreign Representative, the Information Officer and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

30. ~~27.~~ **THIS COURT ORDERS** that that 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 '<[@http://www.richter.ca/Folder/Insolvency-Cases/R/Rockport-Canada](http://www.richter.ca/Folder/Insolvency-Cases/R/Rockport-Canada)>'.  


31. ~~28.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Debtors, the Foreign Representative and the Information Officer 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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the applicable Debtor 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.

**GENERAL**

32. ~~29.~~ **THIS COURT ORDERS** that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

33. ~~30.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of any Debtor, the Business or the Property.

34. ~~31.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the ~~[JURISDICTION OF THE FOREIGN PROCEEDING]~~ United States of America, to give effect to this Order and to assist the Debtors, the Foreign Representative, the Information Officer, 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 Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Debtors, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

35. ~~32.~~ **THIS COURT ORDERS** that each of the Debtors, the Foreign Representative and the Information Officer 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.

36. ~~33.~~ **THIS COURT ORDERS** that the Guidelines for Court-to-Court Communications in Cross-Border Cases developed by the American Law Institute and attached as Schedule ~~["A"]~~ "A" hereto is adopted by this Court for the purposes of these recognition proceedings.

37. ~~34.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Debtors, the Foreign Representative, the Information Officer, the DIP ABL Agent and the Senior Secured

Noteholders and their respective counsel, and 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.

38. THIS COURT ORDERS that, notwithstanding paragraph 36, no Order shall be made varying, rescinding or otherwise affecting the provisions of this Order with respect to the DIP ABL Credit Agreement and the DIP Lenders' Charge unless notice of a motion for such Order is served in accordance with paragraph 36 above and is returnable no later than the date of the hearing for the Final Order (as defined in the Interim DIP Financing Order), or the Debtors, the Foreign Representative and the DIP ABL Lenders consent to such Order.

39. 35. THIS COURT ORDERS that this Order shall be effective as of [~~TIME~~] 12:01 am on the date of this Order.<sup>15</sup>



\_\_\_\_\_

<sup>15</sup> The time referenced in this Order should be the same time as the time referenced in the Recognition Order, if the two Orders are made on the same date. In the absence of such a provision, Rule 59.01 of the Ontario *Rules of Civil Procedure* appears to indicate that an Order is effective as of 12:01 a.m. on the date of the Order (Rule 59.01 provides that "An order is effective from the date on which it is made, unless it provides otherwise").



Schedule "A"

Guidelines for Court-to-Court Communications in Cross-Border Cases  
developed by the American Law Institute

~~{ATTACH APPROPRIATE SCHEDULES}~~

Court File No.:

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

AND IN THE MATTER OF ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS, LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")

APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

*ONTARIO*

SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

SUPPLEMENTAL ORDER

(Foreign Main Proceeding - May 16, 2018)

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Court File No.:

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

PROCEEDINGS COMMENCED AT TORONTO

**APPLICATION RECORD**  
**(Volume 3 of 3)**  
**(Returnable May 16, 2018)**

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