

I swear that this is Exhibit "KK" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira)
Notary Public)

David Orlofsky
DAVID ORLOFSKY

Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
My Commission Expires March 8, 2017



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:	MODSPACE GOVERNMENT FINANCIAL SERVICES
Date and Time of Search:	2016-12-20 14:11 (Atlantic)
Transaction Number:	14465810
Searched By:	C186290

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

Exact	Included	Original Registration Number	Enterprise Name	Place
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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.

- 0 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

END OF REPORT

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: MODULAR SPACE

Date and Time of Search: 2016-12-20 14:18 (Atlantic)
Transaction Number: 14465875
Searched By: C186290

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

Exact	Included	Original Registration Number	Enterprise Name	Place
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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.

- 0 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

END OF REPORT

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:	MODULAR SPACE HOLDINGS
Date and Time of Search:	2016-12-20 14:25 (Atlantic)
Transaction Number:	14465920
Searched By:	C186290

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

Exact	Included	Original Registration Number	Enterprise Name	Place
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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.

- 0 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

END OF REPORT

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:	MODULAR SPACE INTERMEDIATE HOLDINGS
Date and Time of Search:	2016-12-20 14:31 (Atlantic)
Transaction Number:	14465966
Searched By:	C186290

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

Exact	Included	Original Registration Number	Enterprise Name	Place
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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.

- 0 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

END OF REPORT

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: RESUN CHIPPEWA

Date and Time of Search: 2016-12-20 14:37 (Atlantic)
Transaction Number: 14466019
Searched By: C186290

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

Exact	Included	Original Registration Number	Enterprise Name	Place
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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.

- 0 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

END OF REPORT

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: RESUN MODSPACE
Date and Time of Search: 2016-12-20 14:42 (Atlantic)
Transaction Number: 14466063
Searched By: C186290

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

Exact	Included	Original Registration Number	Enterprise Name	Place
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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.

- 0 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

END OF REPORT

I swear that this is Exhibit "LL" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira)
Notary Public)

David Orlofsky
DAVID ORLOFSKY

Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
My Commission Expires March 8, 2017



Business Debtor

Search by Business Debtor

Date: 2016-12-20
Time: 4:53:14 PM
Inquiry Number: 10231446298
User ID:

Business Name: MODSPACE
GOVERNMENT FINANCIAL SERVICES, INC.

[Credit Card Receipt](#)

0 exact matches were found.

0 similar matches were found.

Close

Business Debtor

Search by Business Debtor

Date: 2016-12-20
Time: 4:49:15 PM
Inquiry Number: 10231446126
User ID:

Business Name: MODULAR SPACE
CORPORATION

[Credit Card Receipt](#)

0 exact matches were found.

0 similar matches were found.

Close

Business Debtor

Search by Business Debtor

Date: 2016-12-20
Time: 4:42:52 PM
Inquiry Number: 10231445893
User ID:

Business Name: MODULAR SPACE
HOLDINGS, INC.

[Credit Card Receipt](#)

0 exact matches were found.

0 similar matches were found.

Close

Business Debtor

Search by Business Debtor

Date: 2016-12-20
Time: 4:47:07 PM
Inquiry Number: 10231446036
User ID:

Business Name: MODULAR SPACE
INTERMEDIATE HOLDINGS, INC.

[Credit Card Receipt](#)

0 exact matches were found.

0 similar matches were found.

Close

Business Debtor

Search by Business Debtor

Date: 2016-12-20
Time: 4:55:04 PM
Inquiry Number: 10231446324
User ID:

Business Name: RESUN CHIPPEWA, LLC

[Credit Card Receipt](#)

0 exact matches were found.

0 similar matches were found.

Close

Business Debtor

Search by Business Debtor

Date: 2016-12-20

Business Name: RESUN MODSPACE, INC.

Time: 4:51:14 PM

Inquiry Number: 10231446243

User ID:

[Credit Card Receipt](#)

0 exact matches were found.

0 similar matches were found.

Close

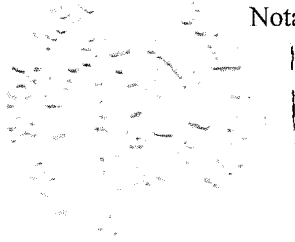
I swear that this is Exhibit "MM" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira)
Notary Public)

David Orlofsky
DAVID ORLOFSKY

Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
My Commission Expires March 8, 2017





Saskatchewan Personal Property Registry Search Result

Searching Party: DiGirolamo, Gloria
Search Date: 20-Dec-2016 16:35:50
Search Type: Standard

Search #: 202364873
Client Reference: 020821.000001
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name
MODSPACE GOVERNMENT FINANCIAL SERVICES, INC.

There are no registration(s) found in the Personal Property Registry to match the search criteria you entered.

End of Search Result



Saskatchewan Personal Property Registry Search Result

Searching Party: DiGirolamo, Gloria
Search Date: 20-Dec-2016 16:32:33
Search Type: Standard

Search #: 202364864
Client Reference: 020821.000001
Control #:

Search Criteria

Search By: Business Debtor Name

Business Name

MODULAR SPACE CORPORATION

There are no registration(s) found in the Personal Property Registry to match the search criteria you entered.

End of Search Result



Saskatchewan Personal Property Registry Search Result

Searching Party: DiGirolamo, Gloria
Search Date: 20-Dec-2016 16:29:14
Search Type: Standard

Search #: 202364848
Client Reference: 020821.000001
Control #:

Search Criteria

Search By: Business Debtor Name

Business Name

MODULAR SPACE HOLDINGS, INC.

There are no registration(s) found in the Personal Property Registry to match the search criteria you entered.

End of Search Result



Saskatchewan Personal Property Registry Search Result

Searching Party: DiGirolamo, Gloria
Search Date: 20-Dec-2016 16:31:06
Search Type: Standard

Search #: 202364854
Client Reference: 020821.000001
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name
MODULAR SPACE INTERMEDIATE HOLDINGS, INC.

There are no registration(s) found in the Personal Property Registry to match the search criteria you entered.

End of Search Result



Saskatchewan Personal Property Registry Search Result

Searching Party: DiGirolamo, Gloria
Search Date: 20-Dec-2016 16:37:27
Search Type: Standard

Search #: 202364876
Client Reference: 020821.000001
Control #:

Search Criteria

Search By: Business Debtor Name

Business Name
RESUN CHIPPEWA, LLC

There are no registration(s) found in the Personal Property Registry to match the search criteria you entered.

End of Search Result



Saskatchewan Personal Property Registry Search Result

Searching Party: DiGirolamo, Gloria
Search Date: 20-Dec-2016 16:34:12
Search Type: Standard

Search #: 202364870
Client Reference: 020821.000001
Control #:

Search Criteria

Search By: Business Debtor Name

Business Name

RESUN MODSPACE, INC.

There are no registration(s) found in the Personal Property Registry to match the search criteria you entered.

End of Search Result

I swear that this is Exhibit "NN" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira)
Notary Public)

Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
Commission Expires March 8, 2017

David Orlofsky
DAVID ORLOFSKY



Personal Property Registry

Selection List

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

Dec 20, 2016

09:39:33 AM

Return				Send to Mailbox	Help ?
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Folio: 020821-000001

BC OnLine Mailbox

Business Name: MODULAR
SPACE HOLDINGS, INC

Local Print Limit: 200

BSR001 - NIL SEARCH

Debtor Name

Display Selection

Personal Property Registry

Selection List

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

Dec 20, 2016

09:40:19 AM

Return				Send to Mailbox	Help ?
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Folio:

[BC OnLine Mailbox](#)

Business Name: MODULAR
SPACE INTERMEDIATE
HOLDINGS, INC

Local Print Limit:

BSR001 - NIL SEARCH

Debtor Name

Personal Property Registry

Selection List

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

Dec 20, 2016

09:40:51 AM

Return				Send to Mailbox	Help ?
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Folio: 020821-000001

BC OnLine Mailbox

Business Name: MODULAR
SPACE CORPORATION

Local Print Limit: 200

BSR001 - NIL SEARCH

Debtor Name

Display Selection

Personal Property Registry

Selection List

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

Dec 20, 2016

09:41:19 AM

Return				Send to Mailbox	Help ?
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Folio: 020821-000001

BC OnLine Mailbox

Business Name: RESUN
MODSPACE, INC

Local Print Limit: 200

BSR001 - NIL SEARCH

Debtor Name

Display Selection

Personal Property Registry

Selection List

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

Dec 20, 2016

09:41:57 AM

Return				Send to Mailbox	Help ?
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Folio:

Business Name: MODSPACE
GOVERNMENT FINANCIAL
SERVICES, INC

Local Print Limit:

BSR001 - NIL SEARCH

Debtor Name

Personal Property Registry

Selection List

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

Dec 20, 2016

09:44:31 AM

<input type="button" value="Return"/>	<input type="button" value="Send to Mailbox"/>	<input type="button" value="Help ?"/>
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Folio:

Business Name: RESUN
CHIPPEWA, LLC

Local Print Limit:

BSR001 - NIL SEARCH

Debtor Name

I swear that this is Exhibit "OO" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira)
Notary Public)

David Orlofsky
DAVID ORLOFSKY

Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
My Commission Expires March 8, 2017



THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

RESTRUCTURING SUPPORT AGREEMENT

December 20, 2016

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits and schedules attached hereto, and as may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof, this “**Agreement**”) is entered into by and among the following parties:

(a) Modular Space Holdings, Inc. (“**Holdings**”), Modular Space Intermediate Holdings, Inc., (“**Intermediate**”), Modular Space Corporation (“**MSC**”), Resun ModSpace, Inc., ModSpace Government Financial Services, Inc., ModSpace Financial Services Canada, Ltd., and Resun Chippewa, LLC (“**Chippewa**”)(collectively, the “**Debtors**” and each such entity, a “**Debtor**”);

(b) Bank of America, N.A., as administrative agent (in such capacity, the “**ABL Agent**”) under that certain Third Amended and Restated Credit Agreement dated as of June 6, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the “**ABL Credit Agreement**”);

(c) the undersigned lenders holding 100% of the claims¹ under the ABL Credit Agreement (together, the “**First Lien Lenders**”) who have agreed, in connection with voluntary reorganization cases (the “**Bankruptcy Cases**”) under chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) to be commenced by the Debtors on or before December 21, 2016, in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), (i) to provide the Debtors with post-petition secured financing (the “**DIP Facility**”), with Bank of America, N.A., serving as administrative agent (in such capacity, the “**DIP Agent**” and, together with the ABL Agent, the “**Agents**”), pursuant to definitive documentation (which documentation shall include a motion pursuant to sections 363 and 364 of the Bankruptcy Code to authorize the Debtors to obtain post-petition secured financing (the “**DIP Financing Motion**”), the orders approving the DIP Financing Motion on an interim and final basis (the “**Interim DIP Order**” and the “**Final DIP Order**” and together, the “**DIP Orders**”) and that certain post-petition credit agreement (the “**DIP Credit Agreement**”), together with certain related loan documents (with all such documentation to be substantially in the form attached hereto as **Exhibit A**) (the DIP Financing Motion, DIP Orders, DIP Credit Agreement, all initial or subsequent recognition orders entered by the Ontario [Canada] Superior Court of Justice (Commercial List) (the “**Canadian Court**”) in connection with the DIP Orders, and all related

¹ As used herein the term “claim” has the meaning ascribed to such term as set forth in section 101(5) of the Bankruptcy Code.

loan documents collectively called the “**DIP Loan Documents**”), and (ii) an exit financing facility (the “**Exit Facility**”) pursuant to definitive documentation (including, without limitation, a financing agreement and related loan documents) that is in form and substance satisfactory to the First Lien Lenders and the other Consenting Parties (as defined herein) (collectively, the “**Exit Loan Documents**”) and substantially on the terms set forth in the commitment letter (and exhibits thereto) attached hereto as **Exhibit B** (such commitment letter, and Exhibit A thereto, the “**Exit Commitment Letter**”);

(d) the undersigned holders or investment advisors or managers of holders and discretionary accounts that hold claims against certain Debtors under that certain indenture, dated as of February 25, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Indenture**”), in respect of the 10.25% senior secured second lien notes due 2019 issued by Modular Space Corporation in the aggregate principal amount of \$375,000,000 (the “**Notes**”), the Notes, and related documents (collectively, the “**Consenting Noteholders**,” together with the ABL Agent and First Lien Lenders, the “**Consenting Creditors**,” and each such entity, as a “**Consenting Creditor**”)

(e) Calera VI, LLC, Calera XI, LLC, Calera Capital Offshore Partners II, LP, Calera Capital Partners III, LP, in their respective capacities as holders of Existing Common Stock (as defined below) (together, the “**Calera Interest Holders**,”) and Calera Capital Advisors LP and Calera Capital Partners II, LP, as direct or indirect owners or managers of the Calera Interest Holders (collectively with the Calera Interest Holders, the “**Consenting Interest Holders**”); and

(f) each entity that becomes a Joining Party (as defined below) in accordance with Section 8 or Section 22 of this Agreement (each of the foregoing described in sub-clauses (a) through (f), a “**Party**” and, collectively, the “**Parties**”). Each of the Parties set forth in clauses (b) through (f) is a “**Consenting Party**” and they are collectively referred to herein as the “**Consenting Parties**.”

RECITALS

WHEREAS, the Debtors, the Consenting Noteholders, and the Consenting Interest Holders entered into that certain term sheet dated November 3, 2016 (including all exhibits and schedules attached thereto, and as may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Restructuring Term Sheet**”), which contemplated the Parties’ entry into this Agreement;

WHEREAS, the Parties have agreed to enter into certain restructuring and recapitalization transactions (such transactions, the “**Restructuring**”) that will have the effect of modifying the Debtors’ capital structure, including the Debtors’ obligations and the Consenting Parties’ respective claims, liens and interests related to: (a) the ABL Credit Agreement, (b) the Notes, and (c) the issued and outstanding Existing Common Stock (as defined below) and other equity interests (including any vested or unvested and exercised or unexercised options or warrants to acquire such equity interests) in the Debtors (the “**Equity Interests**”);

WHEREAS, as of the date hereof, the First Lien Lenders collectively hold 100% of the outstanding principal amount owed under the ABL Credit Agreement;

WHEREAS, as of the date hereof, the Consenting Noteholders collectively hold at least 78% in dollar amount of the outstanding Notes;

WHEREAS, as of the date hereof, the Calera Interest Holders collectively hold approximately 91.9% of the Common Stock and Class A Common Stock of Holdings (collectively, the “*Existing Common Stock*”);

WHEREAS, the Parties intend that the Restructuring be implemented pursuant to a prepackaged chapter 11 plan of reorganization substantially in the form attached hereto as **Exhibit D** (as may be amended or supplemented from time to time in accordance with the terms of this Agreement, the “*Plan*”) to be confirmed in the Bankruptcy Cases (and a disclosure statement relating to the Plan substantially in the form attached hereto as **Exhibit E** (as may be amended or supplemented from time to time in a manner not inconsistent with this Agreement, the “*Disclosure Statement*”), which Plan includes a rights offering (the “*Rights Offering*”) to the Noteholders (as defined below) for certain of the New Common Equity Interests² to be issued on the effective date of the Plan (the “*Effective Date*”) on the terms and conditions contained in the Plan, a Stock Purchase and Backstop Agreement substantially in the form attached hereto as **Exhibit F** (subject to adjustment of the commitments of the Noteholder parties thereto to allow additional Noteholders who are Joining Parties to provide commitments thereunder, the “*Backstop Commitment Agreement*”), and the Rights Offering Procedures and solicitation forms attached hereto as **Exhibit G** (collectively, the “*Rights Offering Solicitation Materials*”);

WHEREAS, prior to the commencement of the Bankruptcy Cases, the Debtors will distribute to the First Lien Lenders, the holders of Notes (“*Noteholders*”), and holders of Existing Common Stock certain solicitation materials, including the Disclosure Statement, ballots, and other solicitation documents related thereto (collectively, the “*Plan Solicitation Materials*”), each of which shall be in form and substance satisfactory to the Parties and which will seek the affirmative vote of the First Lien Lenders, the Noteholders, and the holders of Existing Common Stock;

WHEREAS, the Parties desire to express to one another their mutual support and commitment in respect of the matters discussed herein; and

WHEREAS, the Parties have engaged in arm’s length, good faith discussions with the objective of reaching an agreement regarding the Restructuring.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

² Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

AGREEMENT

Section 1. Definitive Documentation.

(a) The definitive documents and agreements governing the Restructuring (with such approvals as may be required under Section 1(d) below, collectively, the “***Restructuring Documents***”) shall consist of:

(i) this Agreement;

(ii) a motion for entry of an order authorizing the Debtors’ assumption of this Agreement (the “***RSA Assumption Motion***”), together with the order of the Bankruptcy Court granting the RSA Assumption Motion (the “***RSA Assumption Order***”);

(iii) a motion for entry of an order approving the terms of the Backstop Commitment Agreement, including, but not limited to, the payment by the Debtors of all fees contemplated therein, and approving the Debtors’ entry into the Backstop Commitment Agreement (the “***SPBA Approval Motion***”), together with the order of the Bankruptcy Court granting the SPBA Approval Motion (the “***SPBA Approval Order***”)

(iv) the Plan Solicitation Materials;

(v) the governing documents for the issuance of the New Common Equity Interests, the New Warrants and all organizational documents (including such documents as are necessary or desirable to issue the New Common Equity Interests), shareholder agreements, and all other documents necessary to consummate the issuance of New Common Equity Interests and the New Warrants, and to establish governance pursuant to and consistent with the terms of the Plan (collectively, the “***New Equity Governing Documents***”);

(vi) the DIP Loan Documents;

(vii) the Plan (and all exhibits thereto);

(viii) the Disclosure Statement

(ix) the Backstop Commitment Agreement;

(x) the Rights Offering Solicitation Materials;

(xi) the order of the Bankruptcy Court (A) approving the Disclosure Statement and (B) confirming the Plan, (the “***Confirmation Order***”) and a recognition order related thereto entered by the Canadian Court (the “***Confirmation Recognition Order***”), each of which shall be in form and substance reasonably satisfactory to the Consenting Parties;

(xii) the Exit Loan Documents;

(xiii) the interim and final orders of the Bankruptcy Court approving continued use of the Debtors' cash management system, to be substantially in the form attached hereto as **Exhibit H** (the "*Cash Management Orders*");

(xiv) the motion and interim and final orders (the "*Deduction and Transfer Orders*") establishing notice procedures and approving restrictions on certain transfers of claims for worthlessness with respect to the Debtors' equity securities, each substantially in the form attached hereto as **Exhibit I**; and

(xv) such other documents or agreements as may be reasonably necessary to implement the Restructuring contemplated by this Agreement.

(b) As used in this Agreement, "*CIH Consent Limitation*" means, to the extent any provision of this Agreement requires (i) that any Restructuring Document and/or any Approved Transaction Document (including, except as otherwise provided in Section 12 hereof, any modifications or amendments thereto or any waivers thereunder) be acceptable, reasonably acceptable, or satisfactory to the Consenting Interest Holders, or (ii) the Consenting Interest Holders' consent to, agreement to, negotiation of, or determination of any document (including any modifications or amendments thereto or any waivers thereunder) or issue, such requirement shall be limited and qualified to the extent such document or issue: (A) affects the distribution to, or disproportionately and adversely affects, any Consenting Interest Holder and/or other holders of Existing Common Stock, including any adverse impact on the Old Equity Plan Consideration and/or the Consenting Interest Holder Releases, or (B) relates to a transaction between any Debtor and any Noteholder or Affiliate thereof on terms that adversely impact the Consenting Equity Interest Holders' legal and/or economic rights and/or interests in the Old Equity Plan Consideration and/or the Calera Releases.

(c) To the extent any provision of this Agreement requires (i) that any Restructuring Document (including any modifications or amendments thereto or any waivers thereunder) be acceptable, reasonably acceptable, or satisfactory to the First Lien Lenders or Consenting Noteholders or (ii) the First Lien Lenders' or Consenting Noteholders' consent to, agreement to, negotiation of, or determination of any document (including any modifications or amendments thereto or any waivers thereunder) or other matter, such acceptance, consent, agreement, negotiation or determination shall require (A) in the case of the First Lien Lenders, those First Lien Lenders holding a sufficient percentage of the Commitments under (and as defined in) the DIP Credit Agreement to effectuate such modification, amendment or waiver under the terms of the DIP Credit Agreement (the "*Requisite Lenders*"), and (B) in the case of the Consenting Noteholders, those Consenting Noteholders holding a majority of the principal amount of Notes held by all Consenting Noteholders (the "*Majority Noteholders*"); *provided, however*, that, to the extent the document or other matter requiring the foregoing acceptance, consent, agreement, negotiation, or determination affects (1) the distributions to the First Lien Lenders or Noteholders under the Plan, such acceptance, consent, agreement, negotiation, or determination must be made by each affected First Lien Lender and Consenting Noteholder, as applicable, or (2) the Exit Commitment Letter, such acceptance, consent, agreement, negotiation, or determination must be made by each First Lien Lender. Nothing herein shall be deemed to

require the consent of any Party to any amendment, modification, or waiver of any provision of any of the Exit Loan Documents unless such Party is a signatory to such Exit Loan Document and by the terms of such Exit Loan Document such Party's consent is required.

(d) Unless attached as an exhibit hereto, each of the Restructuring Documents remains subject to negotiation and completion and shall, upon completion, contain terms, conditions, representations, warranties, and covenants consistent with this Agreement and the exhibits thereto, that are (i) with respect to the Exit Loan Documents, acceptable in all respects to ABL Agent and each First Lien Lender, and in form and substance reasonably acceptable to (A) the Majority Noteholders, (B) the Debtors, and (C) subject to the CIH Consent Limitation (as defined herein), the Consenting Interest Holders, each in their individual capacities; (ii) with respect to the Backstop Commitment Agreement and the New Equity Governing Documents, acceptable in all respects to the Majority Noteholders, and in form and substance reasonably acceptable to (A) the Requisite Lenders, (B) the Debtors, and (C) subject to the CIH Consent Limitation (as defined herein), the Consenting Interest Holders, each in their individual capacities; and (iii) with respect to any other Restructuring Documents, in form and substance reasonably acceptable to (A) the Requisite Lenders, (B) the Majority Noteholders, (C) the Debtors, and (D) subject to the CIH Consent Limitation (as defined herein), the Consenting Interest Holders, each in their individual capacities. Notwithstanding the foregoing, the Restructuring Documents attached as exhibits hereto may be modified upon the mutual consent of the Parties to make non-material changes not inconsistent with this Agreement or to correct errors.

(e) Each of the exhibits attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits. The terms of this Agreement and the exhibits shall whenever possible be read in a complementary manner; *provided, however*, that, to the extent there is a conflict between this Agreement and any exhibit, the conflicting term of the exhibit shall control and govern; *provided, further*, that to the extent there is a conflict among the exhibits hereto (other than the DIP Loan Documents, the Exit Commitment Letter, or the Backstop Commitment Agreement), the conflicting term of the Prepackaged Plan shall control and govern.

(f) Whenever in this Agreement the consent or agreement of the Majority Noteholders is required in respect of any matter, the Parties shall be authorized to rely on any representation or confirmation by Wilmington Savings Fund Society, FSB as trustee and collateral agent under the Indenture (in such capacity, the "*Trustee*") that the Majority Noteholders have given their consent or agreement to such matter and that the Noteholders signing any document required to be signed by the Majority Noteholders constitute the Majority Noteholders; and whenever in this Agreement the consent or agreement of the Requisite Lenders is required, the Parties shall be authorized to rely on any representation or confirmation by (i) prior to the entry of the Final DIP Order, the ABL Agent, and (ii) after the entry of the Final DIP Order, the DIP Agent, that the Requisite Lenders have given their consent or agreement to any matter and that the First Lien Lenders signing any document required to be signed by the Requisite Lenders constitute the Requisite Lenders.

Section 2. Representations of the Consenting Parties and the Debtors.

Each of the Consenting Parties, severally and not jointly, hereby represents and warrants to the Debtors, and each of the Debtors hereby represents and warrants to each of the Consenting Parties, that, as of the Execution Date (as defined below), the following statements, to the extent such statement relates to such Consenting Party or Debtor, are true, correct, and complete:

(a) Each Party has all requisite corporate, partnership, limited liability company or similar authority to execute this Agreement and carry out the transactions contemplated by, and perform its obligations contemplated under this Agreement; and the execution and delivery of this Agreement and the performance of such Party's obligations under this Agreement have been duly authorized by all necessary corporate, partnership, limited liability company or other similar action on its part.

(b) The execution, delivery, and performance by each Party of this Agreement does not violate (i) any provision of law, rule or regulation applicable to it or any of its subsidiaries, or (ii) its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries.

(c) This Agreement is the legally valid and binding obligation of each Party, enforceable against such Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) Except as expressly set forth herein and with respect to the Debtors' performance of this Agreement (and subject to necessary Bankruptcy Court approvals associated with the Restructuring), the execution, delivery, and performance by each Party of this Agreement does not and will not require any material registration or material filing with, material consent or material approval of, or material notice to, or other material action to, with or by, any federal, state or other governmental authority or regulatory body, other than those which have been obtained, taken or made.

(e) Although none of the Parties intends that this Agreement constitutes, and each believes it does not constitute, a solicitation and acceptance of any plan of reorganization, regardless of whether its claims or Equity Interests constitute a "security" within the meaning of the Securities Act of 1933 (as amended, the "**Securities Act**"), such Consenting Party (i) is a sophisticated investor with respect to the transactions described herein with sufficient knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of owning and investing in any securities that may be issued in connection with the Restructuring, making an informed decision with respect thereto, and evaluating properly the terms and conditions of this Agreement, and it has made its own analysis and decision to enter in this Agreement, (ii) is an "accredited investor" within the meaning of Rule 501 of Regulation D of the Securities Act, or is a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act, or is a non-"U.S. Person" as defined in Rule 902 of the Securities Act, who is located outside of the United States, of such similar sophistication; (iii) is acquiring any securities that may be issued in connection with the Restructuring for its own account and not with a present view to the distribution thereof; and (iv) has made its own decision to execute this

Agreement based upon its own independent assessment of documents and information available to it, as it deemed appropriate and sufficient.

(f) Each Consenting Creditor (i) either (A) is the sole legal and beneficial owner of the claims set forth below its name on the signature page hereof (or the Joinder (as defined below)), free and clear of all claims, liens and encumbrances, or (B) has sole investment and voting discretion with respect to the claims set forth below its name on the signature page hereof (or the Joinder (as defined below)) in respect of matters relating to the Restructuring contemplated by this Agreement and has the power and authority to bind the beneficial owner(s) of such claims to the terms of this Agreement (with respect to a Consenting Creditor, all claims under clauses (A) and (B) and any additional claims against the Debtors it owns or has such control over from time to time or acquires after the Execution Date, but excluding, in the case of the DIP Agent or the First Lien Lenders, any claims under any of the DIP Loan Documents, are collectively referred to as its “*Participating Claims*”); and (ii) has full power and authority to act on behalf of, vote and consent to matters concerning such Participating Claims with respect to matters relating to the Restructuring contemplated by this Agreement and dispose of, exchange, assign and transfer such Participating Claims. Further, each Consenting Creditor has made no prior assignment, sale or other transfer of, and has not entered into any other agreement to assign, sell or otherwise transfer, in whole or in part, any portion of its right, title, or interests in such Participating Claims.

(g) As of the date of this Agreement, neither the ABL Agent nor any First Lien Lender is aware of the existence or assertion by any person or entity who is not a party to the ABL Credit Agreement of any claim that would require indemnification under the ABL Credit Agreement by any Debtor of the ABL Agent or First Lien Lenders, other than a potential claim that was raised by one or more Calera Interest Holders or their affiliates, managers, or counsel prior to the date hereof, but not actually threatened against the ABL Agent or any First Lien Lender, which potential claim is disputed by the ABL Agent and First Lien Lenders and is to be released pursuant to the DIP Orders and the Plan. The ABL Agent and First Lien Lenders acknowledge, for the avoidance of doubt, that no indemnity claim may be asserted in respect of any loans or other obligations any at any time or times outstanding under the ABL Credit Agreement that have been fully, finally and indefeasibly paid. Nothing herein is intended to operate, and shall not operate, as a waiver of any right of indemnification that the ABL Agent or any First Lien Lender may have under any Loan Document or otherwise.

(h) Each Calera Interest Holder is the sole legal and beneficial owner of the Existing Common Stock set forth next to its name below, free and clear of all claims, liens and encumbrances.

Entity	Existing Common Stock
Calera VI, LLC	2,179,531 shares of Holdings Common Stock 2,989,241 shares of Holdings Class A Common Stock
Calera XI, LLC	3,760,860 shares of Holdings Class A

	Common Stock
Calera Capital Offshore Partners II, LP	449,101 shares of Holdings Common Stock 615,896 shares of Holdings Class A Common Stock
Calera Capital Partners III, LP	12,077,787 shares of Holdings Class A Common Stock

Section 3. Agreements of the Consenting Parties and the Debtors.

(a) During the period beginning on the Execution Date and ending on a Termination Event (such period, the “*Effective Period*”):

(i) each Consenting Party agrees, severally and not jointly, that it shall, subject to the receipt by such Consenting Party of the Plan Solicitation Materials, including the Disclosure Statement (which shall satisfy the requirements of section 1125 of the Bankruptcy Code):

A. timely vote all of its claims, including Participating Claims against any of the Debtors, and Equity Interests in any of the Debtors in voting classes now or hereafter beneficially owned by such Consenting Party or for which it now or hereafter serves as the nominee, investment manager or advisor for beneficial holders thereof, as applicable, to accept the Plan as soon as practicable following receipt of the Plan Solicitation Materials, by delivering its duly executed and completed ballot(s) accepting the Plan, which ballot(s) shall be in favor of and not indicate that the Consenting Party opts out of any releases and exculpation provided under the Plan; *provided*, that such vote shall be immediately revoked and deemed *void ab initio* upon termination of this Agreement pursuant to the terms hereof (except any termination pursuant to Section 9(a) hereof); and

B. not change or withdraw (or seek or cause to be changed or withdrawn) such vote.

(ii) each Consenting Party agrees, severally and not jointly, to not (A) object to, delay, impede or take any other action, in each case for the purpose of interfering with, or support any other person’s efforts to object to, delay, impede or take any other action, in each case for the purpose of interfering with, acceptance or implementing the Plan, the Rights Offering, or the Restructuring; (B) directly or indirectly seek, solicit, encourage, propose, file, support (unless supported by all other Consenting Parties), assist, participate, engage in the formulation or negotiations of, or vote for, any restructuring, sale of substantial assets outside the ordinary course of business of a Debtor, merger, workout, offer of dissolution, winding up, consensual or nonconsensual foreclosure, liquidation, or plan of reorganization for the Debtors other than the Plan (any such transaction, an “*Alternative Transaction*”); (C) object to or

otherwise commence any proceeding, take any action opposing, or support any other person's efforts to oppose or object to, (1) any of the terms of the DIP Facility or the DIP Orders, (2) the final relief sought in any "first day" and "second day" motions so long as they are consistent with this Agreement, the other Restructuring Documents, the budget under the DIP Facility, and are otherwise reasonably satisfactory to the Consenting Parties (in the case of the Consenting Interest Holders, subject to the CIH Consent Limitation), or (3) other motions consistent with this Agreement, the other Restructuring Documents, and the budget under the DIP Facility filed by and in furtherance of the Restructuring; (D) object to or otherwise commence any proceeding, take any action opposing, or support any other person's efforts to oppose or object to, any of the terms of the Exit Facility; or (E) otherwise take any action for the purpose of interfering with, delaying or postponing the consummation of the Restructuring;

(iii) each Consenting Party and Debtor agrees, severally and not jointly, to (A) support, and take all commercially reasonable actions necessary to facilitate the implementation and consummation consistent with this Agreement of, the Restructuring (including, without limitation, as applicable, Bankruptcy Court approval of the Restructuring Documents and relief that may be set forth in the DIP Orders, the confirmation of the Plan, and the consummation of the Restructuring pursuant to the Plan); and (B) not take any action that is inconsistent with this Agreement in the implementation or consummation of the Restructuring;

(iv) without limiting the foregoing, in the event that the Majority Noteholders exercise their conditional right pursuant to Article X.C.1 of the Plan to withdraw the Plan as to Holdings and/or to modify the Plan to provide that holders of General Unsecured Claims at Intermediate will receive no recovery on account of such Claims, each Consenting Party and Debtor agrees, severally and not jointly, (A) to support, and take all commercially reasonable actions necessary to facilitate the implementation and consummation consistent in all material respects with this Agreement and the Plan of the Noteholder Plan Settlement (as defined therein), and (B) if the issuance and distribution of the New Common Equity Interests and the New Warrants to the Consenting Interest Holders and other participating holders of Existing Common Stock cannot be effectuated through the Plan as contemplated by the Noteholder Plan Settlement, to support, and take all commercially reasonable actions necessary to facilitate the issuance and distribution of the New Common Equity Interests and the New Warrants to the Consenting Interest Holders and other participating holders of Existing Common Stock through alternate means that are reasonably acceptable to each of the Parties;

(v) each Consenting Party and Debtor agrees, severally and not jointly (subject to Section 28 of this Agreement), not to (A) support or encourage the termination or modification of the Debtors' exclusive period for the filing of a plan or the Debtors' exclusive period to solicit votes on the Plan; (B) take any other action, including, without limitation, initiating any legal proceedings or enforcing rights as a holder of claims and Equity Interests, as applicable, that is intended to prevent, interfere with, or impede the implementation or consummation of the Restructuring (including, without

limitation, as applicable, the Bankruptcy Court's approval of the Restructuring Documents, the solicitation and confirmation of the Plan, and the consummation of the Restructuring pursuant to the Plan); or (C) oppose or object to, or support any other person's efforts to oppose or object to, any motions filed by the Debtors that are in furtherance of and consistent with this Agreement and the Restructuring Documents;

(vi) consistent with the terms of this Agreement and except as otherwise provided in the DIP Loan Documents and the Cash Management Orders, the ABL Agent, the First Lien Lenders and the Consenting Noteholders agree, severally and not jointly, with respect to any monetary obligation of the Debtors arising on or before the Petition Date, (A) except as otherwise expressly provided herein, to forbear from exercising any remedies under the ABL Credit Agreement, the Indenture, the Notes (and any pledge and other security documents related thereto), or applicable law, against any Debtor for the enforcement, collection or recovery of any Participating Claims, or against any Debtor's property or interests in property; (B) not to commence any legal or other action or proceeding against any Debtor, its property or interests in property; and (C) not to foreclose or otherwise realize on any or all of the property or interests in property of any Debtor, nor appropriate, set-off and apply to the payment of any or all of the obligations of the Debtors, or any or all of the collateral therefor;

(vii) except in the event of a director's death, resignation or incapacity, the Debtors and the Consenting Interest Holders shall not take any action to remove or replace any director currently serving on any of the Debtors' boards of directors (or comparable governing bodies) or appoint additional directors to such boards of directors (or comparable governing bodies) without the prior written consent of the Majority Noteholders, which shall not be unreasonably withheld or delayed so long as any new director is not affiliated with Calera unless replacing James Farrell;

(viii) Calera agrees that it shall not seek to enforce the Management Agreement and any claims arising thereunder prior to or during such period shall be enforceable against the Debtors or their bankruptcy estates solely as provided for in the Plan.

(ix) to the extent required, the ABL Agent and First Lien Lenders expressly consent to: (A) Chippewa's commencement of a bankruptcy proceeding under chapter 11 of the United States Bankruptcy Code; (B) the amendment of the Third Amended and Restated Limited Liability Company Agreement of Resun Chippewa, LLC (the "**LLC Agreement**") to allow, empower and permit Chippewa to enter into (1) the Post-Petition Credit Agreement to be dated on or after December [●], 2016, among the financial institutions named therein, Bank of America, N.A., as Administrative Agent, Bank of America, N.A., acting through its Canada branch, as the Canadian Agent, Modular Space Holdings, Inc., Modular Space Intermediate Holdings, Inc., the Company, Resun ModSpace, Inc., ModSpace Government Financial Services, Inc., and Chippewa, as the U.S. Borrowers, and ModSpace Financial Services Canada, Ltd., as Canadian Borrower; (2) the Senior Credit Facility as described in and upon the terms set forth in the Commitments for Exit Financing dated December 20, 2016, and (3) any other amendments reasonably necessary to implement the transactions

contemplated by this Agreement; and (C) any other action taken by Chippewa that is reasonably necessary to implement the transactions contemplated by this Agreement.

For the avoidance of doubt, nothing in this Section 3(a) shall require ABL Agent or any First Lien Lender or Consenting Noteholder to (1) incur any expenses, liabilities or other obligations, or to agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in unreimbursed expenses, liabilities or other obligations owed to or by ABL Agent or any First Lien Lender or Consenting Noteholder, as applicable, or (2) provide any information that it determines, in its discretion, to be commercially sensitive, confidential, or privileged.

(b) Notwithstanding the foregoing, this Agreement shall not limit any of the following Consenting Party rights, except to the extent inconsistent with this Agreement:

(i) to appear and participate as a party in interest in any matter to be adjudicated in the Bankruptcy Cases, so long as such appearance and the positions advocated in connection therewith are not inconsistent with this Agreement and are not for the purpose of hindering, delaying or preventing consummation of the Restructuring;

(ii) to enforce any rights under this Agreement;

(iii) to take or direct any action relating to maintenance, protection or preservation of any collateral, the perfection or priority of any security interest or other lien, or the proof, allowance, or enforcement of any claim against any Debtor or non-Debtor person or otherwise authorized by any DIP Loan Document; or

(iv) the ability of a Consenting Party, a Debtor, or its respective advisors to consult with other Parties or their respective advisors or any other interested party in any of the Bankruptcy Cases.

Notwithstanding anything to the contrary in this Agreement, Participating Claims or other claims of a Consenting Creditor subject to this Agreement (including, without limitation, this Section 3 and Section 8) shall not include any claims held in a fiduciary capacity or held or acquired by any other division, business unit or trading desk of such Consenting Creditor (other than the division, business unit or trading desk expressly identified on the signature pages hereto), unless and until such division, business unit or trading desk is or becomes a party to this Agreement.

Section 4. Agreements Related to DIP Facility and Exit Facility.

(a) In addition to their agreements as Consenting Parties set forth in Section 3 above, during the Effective Period, each of the First Lien Lenders and the applicable Agent hereby agree, severally and not jointly, with the Debtors, (i) to provide the DIP Facility to the Debtors, subject to all of the terms and conditions in the DIP Loan Documents (including, without limitation, approval pursuant to the DIP Orders of the Roll-Up (as defined in and to the extent provided for in the DIP Orders)); and (ii) subject to each First Lien Lender obtaining internal credit approval, to provide the Exit Facility substantially on the terms provided in the Exit Commitment Letter; *provided, however*, that nothing herein shall operate or be deemed to bind

any First Lien Lender to extend credit or other financial accommodations pursuant to the Exit Commitment Letter or otherwise following confirmation of the Plan, unless and until each First Lien Lender has obtained all necessary internal credit approvals to do so. The Consenting Parties further agree that nothing in the Intercreditor Agreement restricts or impairs the right of any Party to execute and deliver, and to perform all of its obligations under each of the Restructuring Documents.

(b) In addition to their agreements as Consenting Parties set forth in Section 3 above, during the Effective Period, each of the Consenting Noteholders hereby commits to consent to the DIP Facility and the DIP Loan Documents subject to the terms of the DIP Orders and Section 4(c) hereof.

(c) Each of the Consenting Parties agrees, severally and not jointly, to the adequate protection provided in the DIP Loan Documents subject to the terms of the DIP Orders (without limiting any rights of any party receiving adequate protection pursuant to the DIP Loan Documents to seek further adequate protection or termination use of cash collateral as provided therein, but only to the extent not otherwise prohibited by the Intercreditor Agreement).

(d) No Consenting Party shall be obligated (other than with respect to the obligations of (i) the First Lien Lenders to the Debtors pursuant to the DIP Loan Documents and Exit Commitment Letter, and (ii) the Noteholders to Debtors pursuant to the Backstop Commitment Agreement) to fund or otherwise be committed to provide funding in connection with the Restructuring except pursuant to separate definitive documentation relating specifically to such funding, if any, that is (A) expressly agreed and consented to in writing by the applicable Agent and each First Lien Lender or the Majority Noteholders, as applicable, (B) executed by such Consenting Party, and (C) approved by an order of the Bankruptcy Court, if necessary, along with the satisfaction of any conditions precedent to such funding under the definitive documentation relating thereto.

(e) Notwithstanding anything to the contrary in this Agreement, no Party (other than the Debtors) shall be a beneficiary of the Exit Commitment Letter (or any Exit Loan Documents executed pursuant thereto) or any DIP Loan Documents, nor shall any Party (other than the Debtors) have any recourse against Agents or any First Lien Lender for any alleged breach of the Exit Commitment Letter (or any Exit Loan Documents executed pursuant thereto) or any DIP Loan Documents; *provided, however* that this provision is without prejudice to any Party to request derivative standing to seek recourse on behalf of the Debtors' estates for any breach of the Exit Commitment Letter or any DIP Loan Documents, subject in each case to the right of any other Party to object to any request for such derivative standing.

Section 5. Agreements Concerning Rights Offering

(a) In addition to their agreements as Consenting Parties set forth in Section 3 above, during the Effective Period, each of the Consenting Noteholders that are parties to the Backstop Commitment Agreement agree, severally and not jointly, with the Debtors, to provide the equity capital investment to purchase New Common Equity Interests under (and as defined in) the Backstop Commitment Agreement, subject to all of the terms and conditions thereof.

(b) Notwithstanding anything to the contrary in this Agreement, no Party (other than the Debtors) shall be a beneficiary of the Backstop Commitment Agreement or have any recourse against the Consenting Noteholders for any alleged breach of the Backstop Commitment Agreement (or any documents executed pursuant thereto); *provided, however* that this provision is without prejudice to any Party to request derivative standing to seek recourse on behalf of the Debtors' estates for any breach of enforce the Backstop Commitment Agreement, subject to the right of any other Party to object to any request for such derivative standing.

Section 6. Support for Mutual Releases by the Consenting Parties.

During the Effective Period, each of the Consenting Parties agrees that it shall not object to or opt out of any release (including, without limitation, the Calera Releases), exculpation or injunction provisions presently included in the Plan Solicitation Materials or the Plan.

Section 7. Agreements of the Debtors.

(a) During the Effective Period, each Debtor hereby agrees that it shall support and take all actions reasonably necessary or desirable or reasonably requested by the Consenting Parties to consummate the Restructuring in accordance with the terms set forth in this Agreement and the Restructuring Documents, including, without limitation:

(i) preparing and filing with the Bankruptcy Court the Restructuring Documents within the timeframe provided herein and therein;

(ii) executing and delivering any other required agreements to effectuate and consummate the Restructuring;

(iii) obtaining any and all required regulatory and/or third-party approvals for the Restructuring;

(iv) completing the Restructuring within the timeframe provided herein and in the Restructuring Documents;

(v) providing written notice to the Consenting Parties in accordance with Section 16 hereof of (A) the occurrence, or failure to occur, of any event, change, effect, occurrence, development, circumstance or change of fact of which any of the Debtors have knowledge, which occurrence or failure to occur could reasonably be expected to cause, or has caused, (1) any representation or warranty of any of the Companies contained in this Agreement or any Restructuring Document to be untrue or inaccurate in any material respect, (2) any covenant of any of the Debtors contained in this Agreement or any Restructuring Document not to be satisfied in any material respect, or (3) a material adverse impact on the ability of the Debtors to consummate the Plan or any transaction under any Restructuring Documents; (B) receipt of any written notice from any third party whose consent or agreement the Debtors reasonably believe may be required in connection with the Plan or any Restructuring Document (1) indicating that such consent or agreement will not be provided by such party, (2) requesting consideration in exchange for such consent that the Debtors believe is not acceptable, or (3) conditioning such consent on terms that are

inconsistent with the terms hereof or any Restructuring Document or that the Debtors believe is not acceptable; (C) receipt by any Debtor of any written notice from any governmental body in connection with this Agreement, the Plan or any of the Restructuring Documents; or (D) receipt by any Debtor of notice of any newly commenced material governmental, regulatory or third party litigations, investigations or hearings, in each case within five (5) business days of obtaining knowledge of any of the foregoing;

(vi) using commercially reasonable efforts to conduct the Debtors' businesses in the ordinary course as currently conducted, taking into account the Restructuring, and to keep intact the material assets, operations and relationships of the Debtors' businesses (including, without limitation, performing all obligations under the that certain Master Lease Agreement dated March 30, 2007, by and between MSC and Chippewa (as at any time amended, the "*Master Lease*"), maintain their existing insurance coverage, and to promptly inform the Consenting Parties about all occurrences that could reasonably be expected to have a material adverse effect on the assets, operations, conditions (financial or otherwise), liquidity, or relationships (including, but not limited to, with creditors and suppliers) of the Debtors' businesses, in each case taken as a whole;

(vii) absent the prior written consent (received after provision of notice in writing to the Consenting Parties in accordance with Section 16 hereof) of the Consenting Parties in their respective sole and absolute discretion, refraining from:

- (A) except as provided in the Plan and subject to the occurrence of the Effective Date, issuing any new equity interests or any securities or instruments convertible or exchangeable or exercisable into equity interests;
- (B) other than as provided herein, making any payments (including, without limitation, through redemptions or acquisitions or by way of distributions of assets) to Equity Interest holders or making any declarations for payments of dividends other than payments pursuant to any compensation or benefit plans in the ordinary course of business pursuant to any agreement in effect as of the date hereof;
- (C) except as provided for or permitted by the DIP Loan Documents, Exit Loan Documents, Plan and/or Confirmation Order, granting liens or suffering any liens to exist on any Debtor's assets, in each case to secure debt or derivatives or other financing arrangements;
- (D) except as provided in the Exit Loan Documents and the Plan, making any payment on account of any management agreement with any of the Consenting Interest Holders; and

(E) engaging in any asset sales outside the ordinary course of business or in violation of the covenants of the ABL Credit Agreement, any DIP Loan Document, or the Indenture or that could reasonably be expected to result in the Debtors' inability to obtain the Exit Facility; and

(viii) providing the advisors to the Consenting Parties, the Trustee, and the Agents, and directing their employees, officers, advisors and other representatives to provide the advisors to the Consenting Parties, the Trustee, and the Agents, with (A) reasonable access during normal business hours to the Debtors' books and records, (B) reasonable access to the management and advisors of the Debtors for the purposes of evaluating the Debtors' assets, liabilities, operations, businesses, finances, strategies, prospects and affairs, and (C) timely and reasonable responses to all reasonable diligence requests.

(b) The Debtors hereby agree that:

(i) the Debtors shall commence solicitation of votes on the Plan by distributing the Plan Solicitation Materials to parties entitled to vote on the Plan (each a "**Voting Party**") on or prior to December 20, 2016, at 11:59 p.m. (prevailing Delaware time), *provided, however*, that the Debtors may, in their sole discretion, commence solicitation by distributing the Plan Solicitation Materials to any Voting Party by mail, email or any other means reasonably acceptable to the Debtors and such Voting Party (the date on which the Debtors first distribute Plan Solicitation Materials to any Voting Party, the "**Plan Solicitation Commencement Date**");

(ii) the Debtors shall commence their respective Bankruptcy Cases in the Bankruptcy Court after the Plan Solicitation Commencement Date, but in all events no later than December 21, 2016, at 11:59 p.m. (prevailing Delaware time);

(iii) as soon as reasonably practicable after the Debtors' commencement of the Bankruptcy Cases (the "**Petition Date**"), the Debtors shall file: (A) the RSA Assumption Motion; (B) the Plan; (C) the Plan Solicitation Materials; (D) the SPBA Approval Motion; and (E) a motion seeking an order (1) scheduling an objection deadline and combined hearing on the adequacy of the Plan Solicitation Materials and Plan confirmation; (2) approving the form and notice of the confirmation hearing; (3) establishing procedures for Objections to the Plan Solicitation Materials and the Plan; (4) approving solicitation procedures; (5) waiving the requirement for meetings of creditors or equity holders; and (6) extending the time, and, upon Plan confirmation, waiving the requirement, to file schedules and statements with the Bankruptcy Court (the "**Plan Motion**");

(iv) as soon as reasonably practicable after the Petition Date, the Debtors shall file the DIP Financing Motion seeking entry of the DIP Orders that shall authorize the Debtors' entry into the DIP Credit Agreement and related loan documents and the DIP Facility, which motion shall be in form and substance acceptable to the DIP Agent and the First Lien Lenders and reasonably acceptable to the other Consenting Parties (in

the case of the Consenting Interest Holders, subject to the CIH Consent Limitation), each in their individual capacities;

(v) the Debtors shall support and take all steps necessary or desirable to obtain orders of the Bankruptcy Court in respect of the Restructuring, including, without limitation, obtaining entry of the RSA Assumption Order, the DIP Orders and the Confirmation Order;

(vi) the Debtors shall comply with each of the deadlines provided in the DIP Loan Documents;

(vii) the Debtors shall timely file, in consultation with the Consenting Parties, an objection to any motion filed with the Bankruptcy Court by any person seeking an order (A) directing the appointment in the Bankruptcy Cases of an examiner with expanded powers or a trustee; (B) converting any of the Bankruptcy Cases to cases under chapter 7 of the Bankruptcy Code; (C) dismissing any of the Bankruptcy Cases; (D) granting any relief that is inconsistent with this Agreement in any material respect; or (E) modifying or terminating the Debtors' exclusive right to file and/or solicit acceptances of a plan of reorganization;

(viii) the Debtors shall distribute any and all material pleadings and other filings seeking substantive relief to be filed with the Bankruptcy Court to known legal counsel for the Consenting Noteholders', the Trustee, the Agents, the First Lien Lenders, and Consenting Interest Holders as promptly as practicable in advance of, and in no event less than two (2) days in advance of, any filing thereof, unless circumstances render such notice impracticable, and, prior to the filing with the Bankruptcy Court, the form and substance of any such proposed filing shall be reasonably acceptable to the Agents, the Majority Noteholders and, subject to the CIH Consent Limitation, each Consenting Interest Holder; *provided, however*, that the Debtors shall be entitled to treat the failure any of First Lien Lender, any Consenting Noteholder or any Consenting Interest Holder to provide a response to such a draft filing within the two (2) day period as such Party's consent to the filing of such pleading or request for relief in the form circulated without prejudice to such Party's right to object or otherwise respond to such pleading or request for relief after it is filed;

(ix) during the Effective Period, the Debtors shall pay in cash: (A) upon the execution of this Agreement by the Debtors, all accrued reasonable and documented fees and expenses of each of the ABL Agent, the Trustee, the Consenting Noteholders, including, without limitation, the fees and expenses incurred by Cleary Gottlieb Steen & Hamilton LLP, Young Conaway Stargatt & Taylor, LLP, and Borden Ladner Gervais LLP, as counsel to the Debtors, Alvarez & Marsal Canada Inc. ("**A&M**") as information officer to the Debtors, Torys LLP as counsel to A&M, Lazard Middle Market LLC and Lazard Frères & Co. LLC, as investment bankers to the Debtors, Zolfo Cooper LLC as financial advisor to the Debtors, Dechert LLP and Richard, Layton & Finger, PA, and Bennett Jones LLP as counsel to the Consenting Noteholders and the Trustee, Moelis & Company, as financial advisor to the

Consenting Noteholders and the Trustee, Parker Hudson Rainer & Dobbs LLP (“**PHRD**”), Ashby & Geddes, P.A., and Norton Rose Fulbright [Canada], as counsel to the ABL Agent, Conway MacKenzie, Inc., as financial advisor to PHRD, Morris, Nichols, Arsht & Tunnell LLP, as counsel to the Consenting Interest Holders, and, other than with respect to any success fee or transaction fee, Gordian Group, LLC, as financial advisor to the Consenting Interest Holders, as well as any replacement of any of the foregoing legal and financial advisors (collectively, the “**Transaction Fees and Expenses**”), it being understood that payment by the Debtors of the Transaction Fees and Expenses of the Consenting Parties invoiced, accrued, and unpaid as of the date of execution of this Agreement shall be a condition precedent to the effectiveness of this Agreement; (B) after payment of the Transaction Fees and Expenses referred to in clause (A) and prior to the filing of the Bankruptcy Cases, all Transaction Fees and Expenses of each of the Consenting Parties within two (2) business days of delivery to the Debtors of any applicable invoice or receipt; and (C) following the execution of this Agreement by the Debtors, all Transaction Fees and Expenses incurred after the filing of the Bankruptcy Cases; *provided* that any Transaction Fees and Expenses which become payable under this Agreement after the Petition Date shall be paid on the Effective Date of the Plan, unless another order of the Court (including, without limitation, the DIP Orders) authorizes a different payment date, and shall be subject to the same review procedures provided for fees and expenses that the Debtors are permitted to reimburse under the DIP Orders; *provided further* that the payment by the Debtors of Transaction Fees and Expenses of Morris, Nichols, Arsht & Tunnell LLP and Gordian Group, LLC, or any replacement thereof as counsel or financial advisor to the Consenting Interest Holders, accruing from and after execution of this agreement by the Debtors shall not exceed, in the aggregate \$600,000. Notwithstanding anything to the contrary in this clause (ix), (1) nothing in clause (ix) shall be deemed to require the Agents or any First Lien Lender to provide loans or other advances to any Debtor for the purpose of funding any Transaction Fees and Expenses at a time when Debtors are not authorized to obtain any such loans or other advances under the ABL Credit Agreement or DIP Credit Agreement, as applicable, or in an amount in excess of borrowing availability thereunder; and (2) all Transaction Fees and Expenses constitute obligations of the Debtors and shall be owed and paid by the Debtors regardless of whether the Restructuring is consummated. In addition to the Transaction Fees and Expenses to be reimbursed by the Debtors as set forth above, the Debtors shall pay in cash, (i) upon the execution of this Agreement by the Debtors, up to \$400,000 (the “FLL RSA Fee Cap”) to satisfy all accrued reasonable and documented fees and expenses of the First Lien Lenders in connection with this Agreement, provided that if the actual aggregate amount of fees and expenses incurred by the First Lien Lenders exceeds the FLL RSA Fee Cap, then the FLL RSA Fee Cap amount shall be shared among the First Lien Lenders ratably in accordance with the relative amounts of fees and expenses incurred by each of them for their respective outside counsel, (ii) with respect to the First Lien Lender that is or will become a term lender under the DIP Credit Agreement at the time of the Roll-Up (as defined in the DIP Credit Agreement), all such fees and expenses incurred by it from the Petition Date until entry of the Final DIP Order authorizing the Roll-Up; and (iii) with respect to all First Lien Lenders (other than the First Lien Lender described in clause (ii)), all

such fees and expenses incurred to a single law firm retained by them as a group and incurred from the Petition Date until entry of the Final DIP Order authorizing the Roll-Up;

(x) contemporaneously with the filing with the Bankruptcy Court of the Plan and the Disclosure Statement, the Debtors shall disclose all information provided to the Consenting Noteholders insofar as such information constitutes material non-public information in a manner that will cause such information to cease to be "Confidential Information" as defined in the non-disclosure agreements executed by the Consenting Noteholders including, but not limited to, such information contained in the presentation provided to the Consenting Noteholders by MSC management that constitutes material non-public information; and

(xi) within two (2) business days of the Debtors' receipt of notice of the existence of any General Unsecured Claims against Holdings or Intermediate filed before the Bar Date other than Claims (i) relating to obligations to be assumed by or assumed and assigned to any Debtor other than Holdings or Intermediate, (ii) that are properly asserted against Debtors other than Holdings or Intermediate (regardless of whether such claims may also be properly asserted against Holdings or Intermediate), (iii) that are in respect of an existing surety obligation, or (iv) asserted under this Agreement, including, without limitation, Claims for payment or reimbursement of professional fees and expenses reimbursable under this Agreement and the Plan (the "*Holdings Unsecured Claims*"), the Debtors shall notify the Consenting Noteholders and Consenting Interest Holders of such Holdings Unsecured Claims in writing. If, by the date that is five (5) days before the date of the hearing to confirm the Plan, (i) such Holdings Unsecured Claims have not been expunged, disallowed, extinguished, withdrawn or otherwise disposed of either by order of the Court or otherwise (including, without limitation, the complete and final satisfaction of the Holdings Unsecured Claims by the Consenting Interest Holders, in their sole discretion) or (ii) the Majority Noteholders have not agreed that such Holdings Unsecured Claims are facially without merit as against Holdings or Intermediate (which agreement shall not be unreasonably withheld, conditioned or delayed), the Majority Noteholders, may, after providing notice to the Consenting Interest Holders, direct the Debtors in writing to (i) (a) withdraw the Plan with respect to Holdings, and/or (b) modify the Plan in a manner consistent with the Permitted Restructuring Transactions or such other transactions as agreed to by the signatories to this Agreement to provide that the holders of General Unsecured Claims against Intermediate shall receive no distribution under the Plan, and/or, (ii) subject to the consent of the ABL Agent and the Consenting Interest Holders, which consent shall not be unreasonably withheld, conditioned or delayed, (a) change the entity forms of Holdings and/or Intermediate from corporations to LLCs, and/or (b) form a new corporate entity to (x) receive equity in reorganized MSC under the Plan and (y) assume the First Lien Guarantees previously provided by Intermediate, it being understood that all such actions must be in furtherance of restructuring transactions otherwise consistent with the terms set forth in the Plan and this Agreement. No later than three (3) days prior to the hearing to confirm the Plan, the Debtors shall file appropriate pleadings with the Court to effectuate such direction. If any of the foregoing transactions is not a Permitted

Restructuring Transaction (as defined in the DIP Credit Agreement), then the Debtors may not implement any such transaction on or before the Effective Date without the prior written consent of the DIP Agent, which consent shall not be unreasonably withheld, conditioned or delayed. Pursuant to Bankruptcy Rule 9019, in the event of a modification of the Plan in accordance with the terms of this Section 7(b)(xi), each holder of an Existing Holdings Equity Interest shall be entitled to elect to receive from the Plan distribution to the Noteholders, in exchange for granting a release in the form of the releases contained in Article VI.I. of the Plan, and in the case of Calera Capital Advisors, LP, its Management Agreement Claims, its pro rata share of 877,001 New Common Equity Interests and the New Warrants to be deducted from each Noteholder's share of the distribution on a pro rata basis (the "***Noteholder Plan Settlement***"). Pursuant to the Noteholder Plan Settlement, if applicable, Calera Capital Advisors, LP shall not be entitled to any additional distribution on account of its Management Agreement Claims or its Existing Holdings Equity Interests, and holders of Existing Holdings Equity Interests shall not recover anything on account of their Existing Holdings Equity Interests other than as pursuant to the Noteholder Plan Settlement or as contemplated by Section 3(a)(iv) of this Agreement. The procedures for implementing the Noteholder Plan Settlement shall be described in the Confirmation Order and shall be reasonably acceptable to the Debtors, the Consenting Noteholders and the Consenting Interest Holders. In the event of a modification of the Plan in accordance with the terms of this provision, all other provisions of the Plan, including, but not limited to, the terms governing treatment of and distributions on Claims and Equity Interests (except as to the General Unsecured Claims against Holdings and Intermediate, Existing Holdings Equity Interests and Management Agreement Claims as described in the Plan), shall remain unaltered and in full force and effect.

(xii) Notwithstanding the foregoing, nothing in Section 7(b)(xi) shall alter or modify any of the Termination Events or other deadlines set forth in Section 9 or in any other section of this Agreement, or excuse any Party from performance of its agreements or covenants in this Agreement.

(c) *Negative Covenants.* Subject to Section 28 hereof, the Debtors jointly and severally agree that, for the duration of the Effective Period, the Debtors shall not, directly or indirectly, do any of the following:

(i) seek, solicit, encourage, propose, assist, engage in negotiations in connection with or regarding, or participate in the formulation or preparation of any Alternative Transaction;

(ii) object to, delay, impede, or take any other action that is materially inconsistent with, or is intended or is likely to interfere with acceptance or implementation of the Plan or the Restructuring;

(iii) (1) publicly announce that it intends to take or has taken any action, in each case, that is inconsistent in any material respect with this Agreement or the Restructuring Documents (including, but not limited to, their intention to withdraw the

Plan, moving to voluntarily dismiss the Bankruptcy Cases other than as contemplated by the Plan or this Agreement, or moving to convert the Bankruptcy Cases to cases under Chapter 7 of the Bankruptcy Code), (2) suspend or revoke the Restructuring (including, but not limited to, withdrawing the Plan), or (3) execute, file or agree to file any motion, pleading or other Restructuring Document (including any modifications or amendments thereof) that is inconsistent in any material respect with this Agreement;

(iv) move for the appointment of an examiner with expanded powers or a chapter 11 trustee in any of the Bankruptcy Cases;

(v) waive, amend or modify the Plan or any Restructuring Documents or make any “material change” (as such term is used in the DIP Orders) to any of the DIP Loan Documents, in each case in a manner inconsistent with this Agreement, without the consent of each of the Consenting Parties (in the case of the Consenting Interest Holders, subject to the CIH Consent Limitation);

(vi) commence an avoidance action or other legal proceeding (or consenting to any other Person seeking standing to commence any such avoidance action or other legal proceeding) that challenges the validity, enforceability or priority of the ABL Credit Agreement or the Loan Documents (as defined in the ABL Credit Agreement), the Indenture, the Notes, any indebtedness created or incurred under any such documents, any lien or security interest granted in respect of any such documents, or any claim or interest held by any Consenting Party; or

(vii) enter into any commitment or agreement with respect to debtor-in-possession financing, use of cash collateral, adequate protection, exit financing and/or any other financing arrangements other than the facilities contemplated by the DIP Loan Documents and Exit Commitment Letter.

Section 8. Transfers of Participating Claims and Equity Interests.

(a) Each Consenting Creditor agrees that, during the Effective Period, it shall not sell, transfer, assign or otherwise dispose of (collectively, “*Transfer*”) any of its Participating Claims, or any option thereon or any right or interest (voting or otherwise) in any of its Participating Claims (including, any participation therein), except to a person or entity that (i) is a Consenting Creditor, it being understood and agreed that any such Participating Claims shall automatically be deemed to be subject to the terms of this Agreement, or (ii) executes and delivers a Joinder (as defined below) to the Debtors on or prior to the date of the relevant transfer, in which case such transferee shall be deemed to be a Consenting Creditor for purposes of this Agreement. Any transfer of Participating Claims by a Consenting Creditor that does not comply with the procedures set forth in this Agreement shall be deemed *void ab initio* without the need for further action. Each Consenting Creditor agrees to provide to counsel for the other Consenting Parties and the Debtors a notice in writing of any Transfer of a Participating Claims within three (3) business days of the consummation of such Transfer.

(b) This Agreement shall in no way be construed to preclude any Consenting Party from acquiring additional claims; provided that any such additional claims shall automatically be deemed to be Participating Claims of such Consenting Party and shall be subject to all of the terms of this Agreement. Each Consenting Party agrees to provide to counsel for the other Consenting Parties and the Debtors a notice in writing of the acquisition of any additional claims within two (2) business days of the consummation of the acquisition transaction.

(c) Any person that receives or acquires a portion of the Participating Claims pursuant to a sale or other transfer by a Consenting Party hereby agrees to be bound by all of the terms of this Agreement (as the same may be hereafter modified from time to time) (a “**Joining Party**”) by executing and delivering to counsel for the Debtors a joinder in the form of Exhibit C hereto (the “**Joinder**”), which Joinder may also be used by holders of claims that are not Participating Claims who wish to become a party to this Agreement as set forth in Section 22 of this Agreement. The Joining Party shall thereafter be deemed to be a “Consenting Party” and a Party for all purposes under this Agreement. Each Joining Party shall indicate, on the appropriate schedule of its Joinder, the number, nature (*e.g.*, claims for obligations under the ABL Credit Agreement, claims for Note obligations) and amount of claims held by such Joining Party, which shall be deemed to be Participating Claims of such Joining Party and shall be subject to all of the terms of this Agreement. Upon consummation of the transfer of such Participating Claims to the Joining Party, the Joining Party hereby makes the representations and warranties of the Consenting Creditors set forth in Section 2 of this Agreement to the other Parties and agrees to be bound by Section 3 of this Agreement.

(d) Each Consenting Interest Holder agrees that, during the Effective Period, it shall not sell, transfer, assign or otherwise dispose of any of its Equity Interests, except to another Consenting Interest Holder. Each Consenting Interest Holder agrees to provide to counsel for the other Consenting Parties and the Debtors a notice in writing of any sale, transfer, assignment or other disposition of any of its Equity Interests within two (2) business days of the consummation of such transaction.

(e) Notwithstanding anything in this Agreement (including this Section 8) to the contrary, (i) a Consenting Party may Transfer any Participating Claim against or interest in any Debtor to an entity that is acting in its capacity as a Qualified Marketmaker without the requirement that such entity be or become a Consenting Party provided that the transferee of such Participating Claim from the Qualified Marketmaker shall comply in all respects with the terms of this Agreement, and (ii) to the extent that a Consenting Party, acting in its capacity as a Qualified Marketmaker, acquires any Participating Claim against, or interest in, any Debtor from a holder of such Participating Claim or interest who is not a Consenting Party, it may Transfer (by purchase, sale, assignment, participation, or otherwise) such Participating Claim or interest without the requirement that the transferee be or become a Consenting Party in accordance with this Section 8. For purposes of this clause (f) of this Section 8, a “**Qualified Marketmaker**” means an entity that (A) holds itself out to the market as standing ready in the ordinary course of its business to purchase from customers and sell to customers claims or interest against any of the Debtors (including debt securities or other debt) or enter with customers into long and short positions in claims or interests against the Debtors (including debt securities or other debt), in its capacity as a dealer or market maker in such claims or interests against the Debtors, and (B) is in

fact regularly in the business of making a market in claims or interests against issuers or borrowers (including debt securities or other debt).

(f) The provisions of this Section 8 are subject to the rights of the Debtors under the Deduction and Transfer Orders.

Section 9. Termination of Obligations.

This Agreement shall terminate (except as expressly otherwise provided in Section 19), and all obligations of the Parties shall immediately terminate and be of no further force and effect, upon the occurrence of any of the following events (each, a “**Termination Event**”):

(a) the Effective Date of the Plan;

(b) mutual written consent of the Debtors and each of the Consenting Parties, effective one (1) business day after notice of such termination is provided to each of the persons and entities listed on Schedule 1 annexed hereto, in accordance with Section 16 hereof;

(c) the Debtors’ receipt of written notice (a “**Consenting Party Termination Notice**”), with a copy delivered substantially simultaneously to the Consenting Parties, from any of (1) the Requisite Lenders, (2) the Majority Noteholders, or (3) the Consenting Interest Holders of:

(i) the breach in any material respect by any of the Debtors of any of its covenants, obligations, representations, or warranties contained in this Agreement, such breach remains uncured for a period of five (5) business days from the date the Debtors receive a Consenting Party Termination Notice (the “**Debtors Grace Period**”);

(ii) the commencement of voluntary or involuntary chapter 11 cases of any of the Debtors other than as provided in this Agreement;

(iii) the appointment of a custodian or receiver or similar entity with respect to any of the Debtors, and such appointment is not reversed, revoked, dismissed, reversed or lifted by the expiration of the Debtors Grace Period after the date of appointment;

(iv) any of the Debtors making an assignment for the benefit of creditors;

(v) the issuance by any governmental authority or court of competent jurisdiction of any ruling, decision, judgment or order enjoining or otherwise preventing the consummation of a material portion of the Restructuring or requiring the Debtors to take actions inconsistent in any material respect with the Plan, unless such ruling, judgment or order has not been stayed, reversed or vacated within the Debtors Grace Period after the date of such issuance;

(vi) the Debtors’ filing of any motion or pleading with the Bankruptcy Court that is inconsistent in any material respect with this Agreement, the DIP Loan Documents or the Plan and such motion or pleading has not been withdrawn prior to the earlier of (A) the expiration of the Debtors Grace Period after the date the Debtors

receive the Consenting Party Termination Notice, and (B) entry of an order of the Bankruptcy Court approving such motion or pleading;

(vii) the Bankruptcy Court granting relief that is requested by the Debtors and is inconsistent with this Agreement in any material respect or that is requested by any other person or entity and materially and adversely affects the Restructuring or materially delays its implementation;

(viii) the (A) Debtors' withdrawal of the Plan or the Debtors' public announcement of their intention to withdraw the Plan other than as contemplated by the Plan or this Agreement, or to pursue an Alternative Transaction, (B) the Debtors' filing of any pleading (including exhibits thereto) related to the Plan that is not reasonably acceptable in form and substance to the Requisite Lenders, the Majority Noteholders, and, subject to the CIH Consent Limitation, the Consenting Interest Holders, each in their individual capacities (C) the Debtors' moving to voluntarily to dismiss any of the Bankruptcy Cases, (D) the Debtors' moving for conversion of any of the Bankruptcy Cases to chapter 7 under the Bankruptcy Code, (E) the Debtors' moving for the appointment of an examiner with expanded powers or a chapter 11 trustee in any of the Bankruptcy Cases, or (F) Debtors' supporting any other party seeking any of the foregoing relief;

(ix) except as expressly provided in the DIP Orders, any party obtaining relief from the automatic stay with respect to any of the Debtors' assets of a value in excess of \$1,000,000;

(x) the waiver, amendment or modification of the Plan or any Restructuring Documents, or any "material change" (as such term is used in the DIP Orders) to any of the DIP Loan Documents, in each case in a manner prohibited by or inconsistent with any provision of this Agreement, without the consent of each of the Consenting Parties (in the case of the Consenting Interest Holders, subject to the CIH Consent Limitation);

(xi) the failure of the Backstop Commitment Agreement to be executed by the parties thereto within three (3) business days after the Petition Date;

(xii) the Debtor's failure to file the Plan, the Plan Solicitation Materials, the Plan Motion, the RSA Assumption Motion, or the SPBA Approval Motion with the Bankruptcy Court by the respective dates required for such filings in Section 7(b) of this Agreement;

(xiii) the failure of the SPBA Approval Order to be entered within forty (40) days after the Petition Date and any Debtor's subsequent disavowal or repudiation of, or failure of performance under, this Agreement;

(xiv) the failure of the RSA Assumption Order to be entered within forty (40) days after the Petition Date and any Debtor's subsequent disavowal or repudiation of, or failure of performance under, this Agreement;

(xv) the failure of the Interim DIP Order to (A) be entered within five (5) business days after the Petition Date, and (B) except and until superseded by the Final DIP Order, remain in full force and effect, not subject to any stay, appeal, or pending motion for reconsideration;

(xvi) the failure of the Final DIP Order to be entered within forty (40) days after the Petition Date, or to become a Final Order within fifteen (15) days after entry thereof;

(xvii) the failure of the (A) Confirmation Order to be entered within sixty (60) days after the Petition Date, or to become a Final Order within fifteen (15) days after entry thereof or (B) Confirmation Recognition Order to be entered by the Canadian Court within ten (10) days after entry of the Confirmation Order, or such later date as agreed to by the DIP Agent;

(xviii) the failure of the Effective Date to occur on or prior to sixty (60) days after the Bankruptcy Court's entry of the Confirmation Order;

(xix) the Bankruptcy Court enters an order (A) directing the appointment of an examiner with expanded powers or a chapter 11 trustee in any of the Bankruptcy Cases, (B) converting any of the Bankruptcy Cases to cases under chapter 7 of the Bankruptcy Code or (C) dismissing any of the Bankruptcy Cases except as contemplated by the Plan or this Agreement;

(xx) any material breach of the Intercreditor Agreement that is not cured or waived in accordance with the terms thereof;

(xxi) the Debtors' proposal of or support for any Alternative Transaction; or

(xxii) the Debtors' exercise of their rights under Section 28 (whether or not the Debtors have formally terminated this Agreement in accordance with the terms of such Section 28);

(d) the Debtors' receipt of written notice from the DIP Agent (a "***DIP Agent Termination Notice***"), that an Event of Default under (and as defined in) the DIP Credit Agreement has occurred and has not been waived or cured in the manner authorized or required by the DIP Credit Agreement;

(e) the Debtors' rejection of, or the failure of MSC and Chippewa to assume or perform their respective obligations under, the Master Lease;

(f) the breach in any material respect by any Consenting Party of any of its covenants, obligations, representations, or warranties contained in this Agreement, and such breach remains uncured for a period of five (5) business days (the "***Consenting Party Grace Period***") from the date the breaching Consenting Party receives a written notice of such breach from the Debtors or another Consenting Party not then in material breach of this Agreement (such notice, the "***CP Termination Notice***"), *provided* that a CP Termination Notice from any Consenting Party that is a First Lien Lender must be sent (i) prior to the entry of the Final DIP Order, by the ABL Agent,

and (ii) after the entry of the Final DIP Order, by the DIP Agent in each case acting at the direction of the Requisite Lenders; and a CP Termination Notice from any Consenting Party that is a Noteholder must be sent by the Trustee;

(g) the Termination Date under (and as defined in) the DIP Credit Agreement;

(h) the entry by the Bankruptcy Court of an order granting any objection by any interested party to the extent, validity, priority or enforceability of any pre-petition lien or claim of the ABL Agent, any First Lien Lender, the Trustee or any Consenting Noteholder or the entry of any adverse judgment in any action, suit or other legal proceeding against ABL Agent, any First Lien Lender, the Trustee, or any Consenting Noteholder for any act, transaction or event relating to the Debtors occurring on or before the Petition Date; or

(i) any First Lien Lender does not obtain, on or before December 20, 2016, the necessary internal credit approval to provide the Exit Facility substantially on the terms of the Exit Commitment Letter.

To the extent a Consenting Party Termination Notice is required for any Termination Event, and such Termination Event is subject to a Debtors Grace Period, such Termination Event may be waived prior to the expiration of the Debtors Grace Period (i) in the event the Consenting Party Termination Notice was sent by the Majority Noteholders, by written notice to the Debtors from the Majority Noteholders, (ii) in the event a DIP Agent Termination Notice was sent by the DIP Agent, by written notice to the Debtors from the DIP Agent, (iii) in the event the Consenting Party Termination Notice was sent by the Requisite Lenders, by written notice to the Debtors from the Requisite Lenders, and (iv) in the event the Consenting Party Termination Notice was sent by the Consenting Interest Holders, by written notice to the Debtors from the Majority Interest Holders. To the extent a CP Termination Notice is required for any Termination Event, such Termination Event may be waived prior to the expiration of the Consenting Party Grace Period by written notice from the party that issued the CP Termination Notice to the Consenting Parties.

Upon the occurrence of a Termination Event, unless waived under this Section 9 or Section 12, this Agreement shall terminate, each Party shall be released from its commitments, undertakings and agreements under or related to this Agreement and any of the Restructuring Documents, and there shall be no liability or obligation on the part of any Party hereto; provided that in no event shall any such termination relieve a Party hereto from (i) liability for its breach or non-performance of its obligations under this Agreement before the date of such termination, (ii) any liabilities or obligations under the DIP Loan Documents, the Cash Management Orders, the ABL Credit Agreement and related documents, the Indenture, the Notes, or any order of the Bankruptcy Court, and (iii) obligations under this Agreement which expressly survive any such termination pursuant to Section 19 hereunder. Upon the occurrence of a Termination Event, any and all ballots tendered by any Party in respect of the Plan before a Termination Event shall be deemed, for all purposes, to be void *ab initio* and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring and this Agreement or otherwise.

The Debtors acknowledge and agree, and shall not dispute, that solely with respect to the giving of a Consenting Party Termination Notice by any of the Consenting Parties pursuant to this Agreement, such an action shall not be a violation of the automatic stay under section 362 of the Bankruptcy Code (and the Debtors hereby waive, to the greatest extent possible, the applicability of the automatic stay to the giving of such notice), and no cure period contained in this Agreement shall be extended pursuant to sections 105, 108, or 365 of the Bankruptcy Code.

Section 10. Good Faith Cooperation; Further Assurances; Transaction Documents.

Each Party shall cooperate with each other Party reasonably and in good faith and shall coordinate its activities with the other Parties (to the extent practicable) in respect of all matters for which such Party has responsibility in connection with the implementation and consummation of the Restructuring; *provided, however*, that nothing herein shall require the Agents or any First Lien Lender to take actions inconsistent with, or that would require a waiver of or result in a breach of, the ABL Credit Agreement (except as otherwise provided in the Plan), any of DIP Loan Documents, or the Exit Commitment Letter. Furthermore, each of the Parties shall take such action (including executing and delivering any other agreements and making and filing any required regulatory filings) as may be reasonably necessary on its part, or as may be required of such Party by order of the Bankruptcy Court, to carry out the purposes and intent of this Agreement. Each of the Debtors and the Consenting Parties, as applicable, severally covenants and agrees (a) to negotiate in good faith those Restructuring Documents that are not Exhibits hereto, each of which shall, except as otherwise provided for herein, (i) contain the same economic terms as, and other terms consistent in all material respects with this Agreement, (ii) otherwise be in form and substance reasonably acceptable in all respects to the Parties (to the extent such Parties are specifically provided with consent rights over such documents pursuant to this Agreement), and (iii) be consistent with this Agreement in all material respects, and (b) subject to the satisfaction of the terms and conditions set forth herein, to execute the Restructuring Documents (to the extent such Party is contemplated to be a party thereto).

Section 11. Specific Performance; Limitation of Damages.

It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and, except with respect to any funding commitments under the Exit Commitment Letter, the DIP Loan Documents, or the Backstop Commitment Agreement, each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, including any order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply with any of its obligations hereunder. Each Party agrees to waive any requirement for the securing or posting of a bond in connection with such remedy. No claim may be made by any Party or its successors or assigns against any other Party or the successors, assigns, affiliates, directors, officers, employees, counsel, representatives, agents or attorneys-in-fact of any of them for any special, indirect, consequential, exemplary or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any Restructuring Document, or any act, omission or event occurring in connection therewith.

Section 12. Amendments and Waivers.

This Agreement may be amended only upon written approval of each of the Consenting Parties, it being understood that the CIH Consent Limitation does not apply in the context of the Consenting Interest Holders' exercise of such approval rights; *provided, however*, unless otherwise expressly provided herein, and subject to the last sentence of Section 1(c) above, any Exhibit to this Agreement may be amended with the approval of (a) the Debtors, (b) the Majority Noteholders, (c) the Requisite Lenders, and (d) the Consenting Interest Holders (subject to the CIH Consent Limitation); *and provided further* that each DIP Loan Document and each Exit Loan Document, after execution and delivery thereof, may be amended or modified only as expressly provided therein. Any waiver of any condition, term or provision to this Agreement must be in writing signed by the Parties whose consent would be required to amend such condition, term or provision consistent with the impact of the waiver.

Section 13. Representation by Counsel.

Each Party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties hereto. None of the Parties hereto shall have any term or provision construed against such Party solely by reason of such Party having drafted the same.

Section 14. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without giving effect to the principles of conflict of laws that would require the application of the law of any other jurisdiction. By its execution and delivery of this Agreement, each of the Parties hereto hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding against it with respect to any matter under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, may be brought in either a state or federal court of competent jurisdiction in the State of Delaware and County of New Castle (the "*Chosen Courts*"). By execution and delivery of this Agreement, each of the Parties hereto hereby irrevocably accepts and submits itself to the exclusive jurisdiction of the Chosen Courts, generally and unconditionally, with respect to any such action, suit or proceeding; *provided, however*, that if the Debtors commence the Bankruptcy Cases, then the Bankruptcy Court (or court of proper appellate jurisdiction) shall be the exclusive Chosen Court. EACH PARTY HERETO UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO ABOVE. The foregoing notwithstanding, nothing in this Section 14 shall affect any choice of law or venue provisions of any of the ABL Credit Agreement (or other Loan Documents as defined therein), the DIP Loan Documents, the Exit Commitment Letter, or any Exit Loan Document.

Section 15. Execution Date.

This Agreement shall become effective, and each Party hereto shall be bound to the terms of this Agreement, as of the date the Debtors and each of the Consenting Parties have executed and delivered a signature page to this Agreement (the “*Execution Date*”), *provided* that the Execution Date for any Joining Party shall be the date that such Joining Party executes the Joinder.

Section 16. Notices.

All demands, notices, requests, consents and other communications under this Agreement shall be in writing, sent contemporaneously to all of the Consenting Parties and the Debtors, and deemed given when delivered, if delivered by hand, or upon confirmation of transmission, if delivered by email or facsimile, at the addresses and facsimile numbers set forth on **Schedule 1** hereto.

Section 17. Reservation of Rights.

Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of each Party to protect and preserve its rights, remedies and interests, including its Participating Claims, any other claims against the Debtors or other parties and Existing Common Stock. Without limiting the foregoing sentence in any way, after a Termination Event, the Parties hereto each fully reserve any and all of their respective rights, remedies, claims and interests, subject to Section 9, in the case of any claim for breach of this Agreement.

Section 18. Rule of Interpretation.

This Agreement shall be interpreted in accordance with section 102 of the Bankruptcy Code. Notwithstanding anything contained herein to the contrary, it is the intent of the Parties that all references to votes or voting in this Agreement be interpreted to include all means of expressing agreement with, or rejection of, as the case may be, a Restructuring.

Section 19. Survival.

Notwithstanding (a) any transfer of Participating Claims in accordance with Section 8 or (b) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 2, Section 13, Section 14, Section 16, Section 17, Section 18, this Section 19, Section 20, Section 21, Section 23, Section 24, Section 25, Section 26, and Section 27, shall survive such sale and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof. Section 28 shall survive any transfer of Participating Claims in accordance with Section 8, but not the termination of this Agreement in accordance with its terms.

Section 20. Successors and Assigns; Severability; Several Obligations.

This Agreement is intended to bind and inure to the benefit of the Parties and their respective permitted successors, assigns, heirs, executors, estates, administrators and

representatives; *provided, however*, that nothing in this Agreement shall be deemed to authorize any First Lien Lender to assign any Participating Claim that is not authorized under the ABL Credit Agreement or DIP Credit Agreement, as applicable. The invalidity or unenforceability at any time of any provision hereof in any jurisdiction shall not affect or diminish in any way the continuing validity and enforceability of the remaining provisions hereof or the continuing validity and enforceability of such provision in any other jurisdiction; *provided, however*, that nothing in this Section 20 shall be deemed to amend, supplement or otherwise modify, or constitute a waiver of, any Termination Event. The agreements, representations and obligations of the Consenting Parties under this Agreement are, in all respects, several and not joint.

Section 21. Third-Party Beneficiary.

This Agreement is intended for the benefit of the Parties hereto and no other person or entity shall be a third party beneficiary hereof or have any rights hereunder.

Section 22. Counterparts; Additional Consenting Parties.

This Agreement may be executed in several identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by facsimile, electronic mail or otherwise, each of which shall be deemed to be an original for the purposes of this paragraph. Any holder of claims that is not already an existing Consenting Party hereto may execute the Joinder and, in doing so, shall become a Joining Party and shall thereafter be deemed to be a “Consenting Party” and a Party for all purposes under this Agreement.

Section 23. Entire Agreement; No Modification of Loan Documents or Court Orders.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements by or among any Parties (oral and written) (including, without limitation, the Restructuring Term Sheet) and all other prior negotiations but shall not supersede the Restructuring Documents; *provided, however*, that the Parties acknowledge and agree that any confidentiality agreements heretofore executed between the Debtors and any Consenting Party or such Consenting Party’s advisors shall continue in full force and effect as provided therein.

Anything to the contrary herein notwithstanding, nothing in this Agreement shall constitute a modification, amendment, waiver, or replacement of the Intercreditor Agreement, the ABL Credit Agreement, or any Loan Document (as defined in the ABL Credit Agreement). Further, in the event of any inconsistency between this Agreement and any of the DIP Loan Documents, the DIP Orders, or the Cash Management Orders, then the terms of the DIP Loan Documents shall govern and control.

Section 24. Headings.

The section headings of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement and shall not affect the interpretation of this Agreement.

Section 25. Independent Due Diligence and Decision-Making.

Each Party hereto hereby confirms that it has made its own decision to execute this Agreement based upon its own independent assessment of documents and information available to it, as it has deemed appropriate.

Section 26. Settlement Discussions.

This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the parties hereto. Regardless of whether or not the transactions contemplated herein are consummated, or whether or not a Termination Event has occurred, if applicable, nothing herein shall be construed herein as an admission of any kind or a waiver by any Party of any or all of such Party's rights or remedies. Pursuant to Federal Rule of Evidence 408, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than to prove the existence of this Agreement or in a proceeding to enforce the terms of this Agreement.

Section 27. Publicity.

(a) The Consenting Parties shall not (i) use the name of any of the Debtors in any press release, or (ii) disseminate to any news media any press releases, public filings, public announcements or other communications relating to this Agreement or the transactions contemplated hereby and any amendments thereof without first (A) submitting such press releases, public filings, public announcements or other communications to counsel for the Debtors for review and potential suggestions, and (B) receiving the prior written consent of the Debtors. Nothing contained herein shall be deemed to waive, amend or modify the terms of any confidentiality or non-disclosure agreement between the Debtors and any Consenting Party.

(b) At least one (1) business day prior to making any public disclosure that (i) constitutes disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement, (ii) makes any other disclosure that includes descriptions of the Restructuring or any Consenting Party, or (iii) constitutes disclosure of the amount or percentage of Claims held by any Consenting Party, the Debtors shall submit drafts to counsel of each Consenting Party of any press releases and public documents, shall negotiate any proposed changes thereto in good faith, and shall not publish such documents unless they are reasonably satisfactory to the Consenting Parties.

Section 28. The Debtors' Fiduciary Duties.

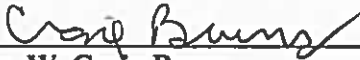
Notwithstanding anything to the contrary herein, to the extent that any of the Debtors' boards of directors (or comparable governing body) determine in good faith after consulting with Cleary Gottlieb Steen & Hamilton LLP and the Debtors' other professional advisors that the Debtors' fiduciary obligations under applicable law require the Debtors to take any action or terminate this Agreement and the Debtors' obligations hereunder, the Debtors may terminate this Agreement without incurring any liability to any one or more of the Consenting Parties under this Agreement; *provided, however*, that neither James Farrell nor any other director affiliated with Calera shall vote to determine whether any Debtor should terminate this Agreement in

accordance with its fiduciary duties. For the avoidance of doubt, nothing in this Section 28 is intended to or shall (a) excuse the Debtors from providing James Farrell or any other director affiliated with Calera with proper notice of any meeting of any of the Debtors' boards of directors (or comparable governing bodies), or (b) preclude James Farrell or any other director affiliated with Calera from participating in any board discussion of whether any Debtor should terminate this Agreement. In the event that the Debtors determine to terminate this Agreement in accordance with this Section 28, the Debtors shall provide notice of such termination to each of the Consenting Parties and their advisors not more than one (1) business day after such determination. Notwithstanding anything to the contrary herein, nothing in this Agreement shall create any additional fiduciary obligations on the part of the Debtors or any members, managers, or officers of the Debtors, in such respective capacities, that did not exist prior to the Execution Date.

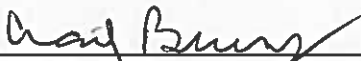
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.


MODULAR SPACE HOLDINGS, INC.

By: 
Name: **W. Craig Burns**
Title: Chief Financial Officer


MODULAR SPACE INTERMEDIATE HOLDINGS, INC.

By: 
Name: **W. Craig Burns**
Title: Chief Financial Officer

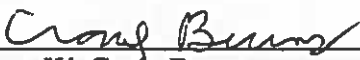
MODULAR SPACE CORPORATION

By: 
Name: **W. Craig Burns**
Title: Chief Financial Officer

MODSPACE GOVERNMENT FINANCIAL SERVICES, INC.

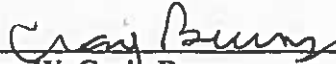
By: 
Name: **W. Craig Burns**
Title: Chief Financial Officer

MODSPACE FINANCIAL SERVICES CANADA, LTD.


By: 
Name: **W. Craig Burns**
Title: Chief Financial Officer

[Signatures continue on the following page]

RESUN CHIPPEWA, LLC

By: 
Name: **W. Craig Burns**
Title: Chief Financial Officer

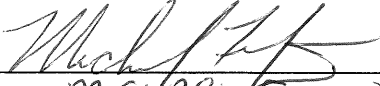
RESUN MODSPACE, INC.

By: 
Name: **W. Craig Burns**
Title: Chief Financial Officer

[Signatures continue on the following page]


ADMINISTRATIVE AGENT AND
LENDERS:

CITIZENS BUSINESS CAPITAL,
a Division of Citizens Asset Finance, Inc.,
as a U.S. Lender and as a Canadian Lender

By: 
Name: MICHAEL FLYNN
Title: SUP


[Signatures continue on following page.]

**WELLS FARGO CAPITAL FINANCE,
LLC, as a U.S. Lender**

By: 
Name: Tony Leadbetter
Title: Vice President

[Signatures continue on following page.]

**WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA,**
as a Canadian Lender

By: 
Name: **David G. Phillips**
Title: **Senior Vice President
Credit Officer, Canada
Wells Fargo Capital Finance
Corporation Canada**

[Signatures continue on following page.]

JPMORGAN CHASE BANK, N.A.,
as a U.S. Lender

By: Angela Leake
Name: Angela Leake
Title: Authorized Officer

[Signatures continue on following page.]

JPMORGAN CHASE BANK, N.A.,
TORONTO BRANCH, as a Canadian
Lender


By:  _____

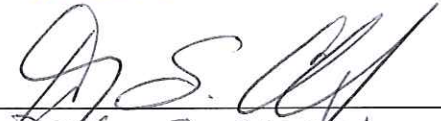
Name: **Michael N. Tam**
Title: **Senior Vice President**

Business Unit; Commercial Banking

[Signatures continue on following page.]

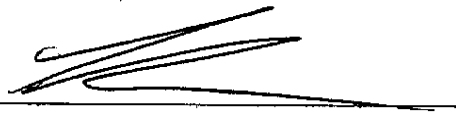
ING CAPITAL LLC,
as a U.S. Lender and as a Canadian Lender

By: 
Name: JERRY L. McDONALD
Title: DIRECTOR

By: 
Name: DOUG S. CLARK
Title: DIRECTOR

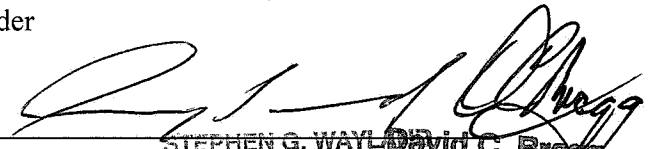
[Signatures continue on following page.]


**HSBC BANK USA, NATIONAL
ASSOCIATION, as a U.S. Lender**

By: 
Name: Thomas L Nolan
Title: Vice President

[Signatures continue on following page.]

HSBC BANK CANADA, as a Canadian
Lender

By: 
Name: STEPHEN G. WAYLAND
Title: ASSISTANT VICE PRESIDENT

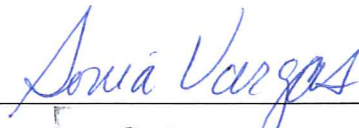
By: 
Name: David C. Bragg
Title: Assistant Vice President

By: _____
Name:
Title:

[Signatures continue on following page.]

**SIEMENS FINANCIAL SERVICES,
INC.,**
as a U.S. Lender and as a Canadian Lender

By: 
Name: **Maria Levy**
Title: **Vice President**

By: 
Name: **Sonia Vargas**
Title: **Sr. Loan Closer**


[Signatures continue on following page.]

PNC BANK, NATIONAL
ASSOCIATION, as a U.S. Lender

By: Jason T. Sylvester
Name: Jason T. Sylvester
Title: Vice President

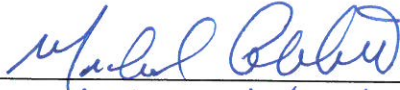
[Signatures continue on following page.]

FIFTH THIRD BANK, as a U.S. Lender

By: 
Name: David Keckler
Title: Vice President

[Signatures continue on following page.]

CIT FINANCE, LLC, as a U.S. Lender

By: 
Name: Michael Aliberto
Title: SVP

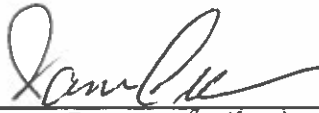
[Signatures continue on following page.]

**CAPITAL ONE BUSINESS CREDIT
CORP., as a U.S. Lender**

By: Kenneth Geiger
Name: Kenneth Geiger
Title: Special Assets Director


[Signatures continue on following page.]

WEBSTER BUSINESS CREDIT CORP.,
as a U.S. Lender

By: 
Name: JANISS ELLIOTT
Title: SVP

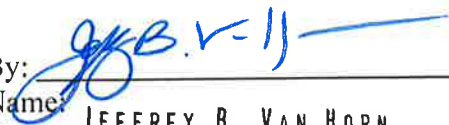
[Signatures continue on following page.]

KKR FINANCIAL CLO 2005-1, LTD.,
as a U.S. Lender

By: 
Name: _____
Title: JEFFREY B. VAN HORN
AUTHORIZED SIGNATORY

[Signatures continue on following page.]

KKR FINANCIAL CLO 2005-2, LTD.,
as a U.S. Lender

By: 
Name: _____
Title: JEFFREY B. VAN HORN
AUTHORIZED SIGNATORY

[Signatures continue on following page.]

KKR FINANCIAL CLO 2006-1, LTD.,
as a U.S. Lender

By: 
Name: JEFFREY B. VAN HORN
Title: AUTHORIZED SIGNATORY

[Signatures continue on following page.]

BANK OF AMERICA, N.A., acting
through its Canada branch, as the Canadian
Agent and
as a Canadian Lender

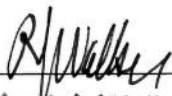
By:  _____

Name: Medina Sales de Andrade

Title: Vice President

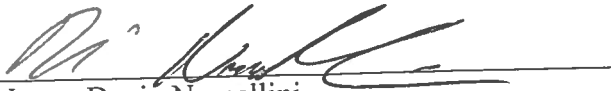
[Signatures continue on following page.]

BANK OF AMERICA, N.A.,
as the Administrative Agent and a U.S.
Lender

By: 
Name: _____
Title: **Robert J. Walker**
Senior Vice President


CONSENTING NOTEHOLDERS

ALLIANCEBERNSTEIN L.P.

By: 
Name: Devin Nomellini
Title: Sr. Vice President

**BLACKROCK FINANCIAL MANAGEMENT,
INC., AS INVESTMENT ADVISER OR SUB-
ADVISER FOR THE BELOW FUNDS OR
ACCOUNTS UNDER MANAGEMENT:**

- **BLACKROCK DIVERSIFIED
DISTRIBUTION FUND**
- **BGF GLOBAL HIGH YIELD BOND
FUND**
- **BLACKROCK GLOBAL INVESTMENT
SERIES: INCOME STRATEGIES
PORTFOLIO**
- **BGF - GLOBAL MULTI-ASSET
INCOME FUND**
- **UNIVERSAL-INVESTMENT-
GESELLSCHAFT MBH RE RB-UI-FONDS**
- **BAV RBI RENTEN US HY I**
- **BGF US DOLLAR HIGH YIELD BOND
FUND**

By: 
Name: *David Delbos*
Title: *Authorized Signatory*


**BROOKFIELD ASSET MANAGEMENT PRIVATE
INSTITUTIONAL CAPITAL ADVISER (CREDIT),
LLC**

By:


Name: Anthony Bavaro

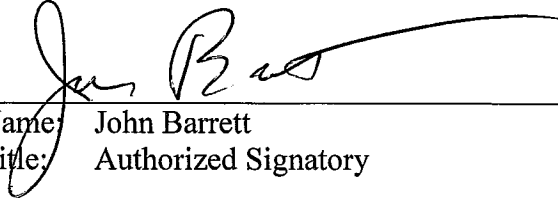
Title: Authorized Signatory

**CARL MARKS MANAGEMENT COMPANY,
LLC**


By: 
Name: Robert C. Ruocco
Title: Authorized Signatory

CORRE PARTNERS MANAGEMENT, LLC

By:


Name: John Barrett
Title: Authorized Signatory

**KLS DIVERSIFIED ASSET MANAGEMENT
LP**

By: 
Name: Timothy Quinn
Title: Chief Financial Officer

MANULIFE ASSET MANAGEMENT (US) LLC

By: 

Name: Diane R. Landers

Title: Chief Operating Officer

MANULIFE ASSET MANAGEMENT LIMITED

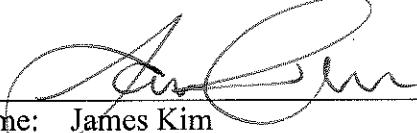
By: 

Name: Terry Carr

Title: Head of Canadian Fixed Income

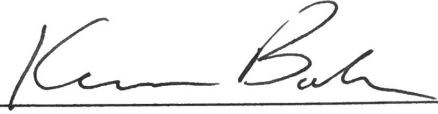
BayCity Long-Short Credit Master Fund, LTD.,

By Symphony Asset Management LLC

By: 
Name: James Kim
Title: Co-Head of Credit Research


CALERA CAPITAL ADVISORS, LP

By: Calera Capital Management, Inc.
Its: General Partner

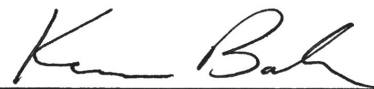
By: 
Name: Kevin Baker
Title: General Counsel

CALERA CAPITAL PARTNERS II, LP


By: Calera Capital Investors II, LLC
Its: General Partner

By: 
Name: Kevin Baker
Title: General Counsel

CALERA VI, LLC

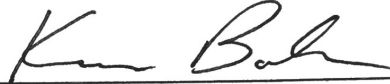
By: 
Name: Kevin Baker
Title: General Counsel

CALERA XI, LLC

By: 
Name: Kevin Baker
Title: General Counsel

CALERA CAPITAL OFFSHORE PARTNERS II, LP

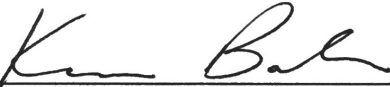
By: Calera Capital Investors II, LLC
Its: General Partner

By: 
Name: Kevin Baker
Title: General Counsel

CALERA CAPITAL PARTNERS III, LP

By: Calera Capital Investors III, LP
Its: General Partner

By: Calera Capital Management, Inc.
Its: General Partner

By: 
Name: Kevin Baker
Title: General Counsel

SCHEDULE 1

NOTICE ADDRESSES

If to the Debtors:

c/o Modular Space Corporation
1200 Swedesford Road
Berwyn, PA 19312
Attention: James D. Sheets
Email: james.sheets@modspace.com

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attention: James L. Bromley and Jane VanLare
jbromley@cgsh.com
jvanlare@cgsh.com

If to a Consenting Party:

To the applicable Consenting Party below:

FIRST LIEN LENDERS AND AGENTS

Bank of America, N.A.
300 Galleria Parkway, Suite 800
Atlanta, Georgia 30339
Attn: MSC Loan Administration Officer
Telecopy No.: (770) 857-2947

Bank of America, N.A., acting through its Canada branch
181 Bay Street, 4th Floor
Toronto, Ontario, Canada M5J 2V8
Attention: Credit Services
Telecopy No.: (312) 453-4041

Citizens Business Capital, a Division of Citizens Asset Finance, Inc.
45 Dan Road, Suite 210
Canton, Massachusetts 02021
Attention: Michael Flynn

Wells Fargo Capital Finance, LLC
301 S. College Street
5th Floor
Charlotte, North Carolina 28202
Attention: Anthony Leadbetter

Wells Fargo Capital Finance Corporation Canada
301 S. College Street
5th Floor
Charlotte, North Carolina 28202
Attention: Anthony Leadbetter

JPMorgan Chase Bank, N.A.
3424 Peachtree Road
23rd Floor
Atlanta, Georgia 30326
Attention: Angela Leake
Telecopy No.: (404) 926-2293

JPMorgan Chase Bank, N.A., Toronto Branch
Royal Bank Plaza, South Tower
200 Bay Street, Suite 1800
Toronto, Ontario, Canada
M5J 2J2
Attention: Michael N. Tam

ING Capital LLC
400 Galleria Parkway, Suite 1760
Atlanta, Georgia 30339
Attention: Modspace Portfolio Manager
Telecopy No.: (770) 951-1005

HSBC Bank USA, National Association
10 East 40th Street – 12th Floor
New York, New York 10016
Attention: Thomas L. Nolan VP

HSBC Bank Canada
70 York Street, 6th Floor
Toronto, Ontario, Canada
M5J 1S9
Attention: Stephen G. Wayland

Siemens Financial Services, Inc.
170 Wood Avenue South
Iselin, New Jersey 08830

Attention: Maria Levy and Jim Tregillies
Telecopy No.: (732) 476-3567

PNC Bank, National Association
1600 Market Street, 31st Floor
F2-F070-31-2
Philadelphia, Pennsylvania 19103
Attention: Jason T. Sylvester

Fifth Third Bank
240 Fairfield Avenue
Bellevue, Kentucky 41073
Attention: David M. Redden, Vice President
Telecopy: (859) 431-2275

CIT Finance, LLC
1 CIT Drive
Livingston, New Jersey 07039
Attention: Michael Aliberto

Capital One Business Credit Corp.
710 Route 46 East, 4th Floor
Fairfield, New Jersey 07004
Attention: Kenneth Geiger

Webster Business Credit Corp.
360 Lexington Ave
New York, NY 10017
Attention: James Cullen

KKR Financial CLO 2005-1, Ltd.
555 California Street
50th Floor
San Francisco, California 94104

KKR Financial CLO 2005-2, Ltd.
555 California Street
50th Floor
San Francisco, California 94104

KKR Financial CLO 2006-1, Ltd.
555 California Street
50th Floor
San Francisco, California 94104

with a copy to (which shall not constitute notice):

Parker Hudson Rainer & Dobbs LLP
303 Peachtree Street, N.E.
Suite 3600
Atlanta, GA 30308
Attention: C. Edward Dobbs
edobbs@phrd.com

-and-

CONSENTING NOTEHOLDERS

Dechert LLP
1095 Avenue of the Americas
New York, NY 10036
Attention: Michael J. Sage and Brian E. Greer
michael.sage@dechert.com
brian.greer@dechert.com

CONSENTING INTEREST HOLDERS

Calera Capital
580 California Street, 22nd Floor
San Francisco, CA 94104
Attention: Kevin Baker
kbaker@caleracapital.com
with a copy to (which shall not constitute notice):

Morris, Nichols, Arsht & Tunnell LLP
1201 N Market St, 16th Floor
Wilmington, DE 19801
Attention: Robert J. Dehney and Gregory W. Werkheiser
rdehney@mnat.com
gwerkheiser@mnat.com

I swear that this is Exhibit "PP" to my Affidavit sworn December 23, 2016.

SWORN BEFORE ME at the City of)
New York, in the State of New York, U.S.A.)
this 23rd day of December, 2016.)

Cecily Pereira)
Notary Public)

David Orlofsky)
DAVID ORLOFSKY)

Cecily Pereira
Notary Public, State of New York
No. 01FE6278148
Qualified in New York County
My Commission Expires March 8, 2017



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 MODULAR SPACE INTERMEDIATE HOLDINGS, INC.,
MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE
GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES
CANADA, LTD., RESUN CHIPPEWA, LLC AND MODULAR SPACE HOLDINGS,
INC. (THE "DEBTORS")**

**APPLICATION OF MODULAR SPACE CORPORATION UNDER SECTION 46 OF
THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS
AMENDED**

CONSENT

Alvarez & Marsal Canada Inc., hereby consents to act as information officer of Modular Space Holdings, Inc., Modular Space Intermediate Holdings, Inc., Modular Space Corporation, Resun ModSpace, Inc., ModSpace Government Financial Services, Inc., ModSpace Financial Services Canada, Ltd. and Resun Chippewa, LLC 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 Modular Space Corporation.

December 21, 2016

ALVAREZ & MARSAL CANADA INC.

By:

Name:

Title:



Alan J. Hutchens
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 MODULAR SPACE INTERMEDIATE HOLDINGS, INC., MODULAR SPACE CORPORATION, RESUN MODSPACE, INC.,
MODSPACE GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES CANADA, LTD., RESUN CHIPPEWA, LLC AND
MODULAR SPACE HOLDINGS, INC. (THE "DEBTORS")
APPLICATION OF MODULAR SPACE CORPORATION 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 St. W.
Toronto, ON M5H 4E3

ROGER JAIPARGAS / LSUC No. 43275C
Tel: 416-367-6266
Email: rjaipargas@blg.com

EVITA FERREIRA / LSUC No. 69967K
Tel: 416-367-6708
Email: eferreira@blg.com

Lawyers for Modular Space Holdings, Inc., Modular Space
Intermediate Holdings, Inc., Modular Space Corporation,
Resun ModSpace, Inc., ModSpace Government Financial
Services, Inc., ModSpace Financial Services Canada, Ltd.
and Resun Chippewa, LLC

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

AND IN THE MATTER OF MODULAR SPACE INTERMEDIATE HOLDINGS, INC., MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES CANADA, LTD., RESUN CHIPPEWA, LLC AND MODULAR SPACE HOLDINGS, INC. (THE "DEBTORS")

APPLICATION OF MODULAR SPACE CORPORATION 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

**AFFIDAVIT OF DAVID ORLOFSKY
(Sworn December 23, 2016)**

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower
22 Adelaide St. W.
Toronto, Ontario
M5H 4E3

ROGER JAIPARGAS
Tel: (416) 367-6266
Email: rjaipargas@blg.com
LSUC# 43275C

EVITA FERREIRA
Tel: (416) 367-6708
Email: eferreira@blg.com
LSUC# 69967K

Lawyers for Modular Space Holdings, Inc., Modular Space Intermediate Holdings, Inc., Modular Space Corporation, Resun Modspace, Inc., Modspace Government Financial Services, Inc., ModSpace Financial Services Canada, Ltd. and Resun Chippewa, LLC

TAB 3

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

THE HONOURABLE) TUESDAY, THE 27TH
)
MR. JUSTICE NEWBOULD) DAY OF DECEMBER, 2016

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

**AND IN THE MATTER OF MODULAR SPACE INTERMEDIATE HOLDINGS, INC.,
MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE
GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES
CANADA, LTD., RESUN CHIPPEWA, LLC AND MODULAR SPACE HOLDINGS,
INC. (THE "DEBTORS")**

**APPLICATION OF MODULAR SPACE CORPORATION 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 Modular Space Corporation, 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 David Orlofsky sworn December 23, 2016, the preliminary report dated December •, 2016 of Alvarez & Marsal Canada Inc., in its capacity as the proposed information officer 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 Alvarez & Marsal Canada Inc., in its capacity as proposed information officer (the "**Information Officer**"), counsel for Bank of America N.A., as Administrative Agent for the lenders under the Debtors' Post-Petition Credit Agreement (collectively, the "**DIP Lender**"), counsel for the Ad Hoc Group of Noteholders and upon no one appearing for any other parties although duly served as appears from the Affidavit of Service of Evita Ferreira sworn December 23, 2016:

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 Modular Space Holdings, Inc., Modular Space Intermediate Holdings, Inc., Modular Space Corporation, Resun ModSpace, Inc., ModSpace Government Financial Services, Inc., ModSpace Financial Services Canada, Ltd. and Resun Chippewa, LLC 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 Debtor 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 are restrained; and
 - (c) the commencement of any action, suit or proceeding in Canada against any Debtor 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 that does not relate to the business.

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 10:00 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.

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 MODULAR SPACE INTERMEDIATE HOLDINGS, INC.,
MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE
GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES
CANADA, LTD., RESUN CHIPPEWA, LLC AND MODULAR SPACE HOLDINGS,
INC. (THE "DEBTORS")**

**APPLICATION OF MODULAR SPACE CORPORATION 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 December 27, 2016 (the "**Initial Recognition Order**").

PLEASE TAKE NOTICE that on December 21, 2016, Modular Space Intermediate Holdings, Inc., Modular Space Corporation, Resun ModSpace, Inc., ModSpace Government Financial Services Inc., ModSpace Financial Services Canada, Ltd., Resun Chippewa, LLC and Modular Space Holdings, Inc. (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 "**US Court**"). In connection with the Chapter 11 Proceedings, the Chapter 11 Debtors have appointed Modular Space Corporation ("**MSC**") as their foreign representative of the estates of the Chapter 11 Debtors (the "**Foreign Representative**"). The Foreign Representative's address is 1200 Swedesford Road, Berwyn, PA 19312610. The Debtors carry on business in Canada through ModSpace Financial Services Canada Ltd.

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) recognizes MSC as the Foreign Representative of the Chapter 11 Proceedings; (iii) recognize certain orders granted by the US Court in the Chapter 11 Proceedings; (iv) stays 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) appoints Alvarez & Marsal Canada 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:

Alvarez & Marsal Canada Inc. (solely in its capacity as Information Officer)

Royal Bank Plaza, South Tower,
200 Bay Street, Suite 2900
P.O. Box 22

Toronto ON M5J 2J1
Attention: Jenny Poulos
Phone: 416-847-5166
Fax: 416-847-5201
Email: jpoulos@alvarezandmarsal.com

PLEASE TAKE FURTHER NOTICE that the motions, orders and notices filed with the US Court in the Chapter 11 Proceedings are available at <http://www.kccllc.net/modspace>

Kurtzman Carson Consultants LLC

2335 Alaska Avenue
El Segundo, California 90245

Attention: Evan Gershbein
Phone: 310-823-9000
Email: egershbein@kccllc.com

PLEASE FINALLY NOTE that the Recognition Orders, and any other orders that may be granted by the Canadian Court, can be viewed at www.alvarezandmarsal.com/modspace

DATED AT TORONTO, ONTARIO this ____ day of December, 2016.

Alvarez & Marsal Canada Inc.

(solely in its capacity as Information Officer of the Chapter 11 Debtors and not in its personal or corporate capacity)

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

**AND IN THE MATTER OF MODULAR SPACE INTERMEDIATE HOLDINGS, INC., MODULAR SPACE CORPORATION, RESUN
MODSPACE, INC., MODSPACE GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES CANADA, LTD., RESUN
CHIPPEWA, LLC AND MODULAR SPACE HOLDINGS, INC. (THE "DEBTORS")**

**APPLICATION OF MODULAR SPACE CORPORATION 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

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St. W.
Toronto, Ontario
M5H 4E3

ROGER JAIPARGAS

Tel: (416) 367-6266
Email: rjaipargas@blg.com
LSUC# 43275C

EVITA FERREIRA

Tel: (416) 367-6708
Email: eferreira@blg.com
LSUC# 69967K

Lawyers for Modular Space Holdings, Inc., Modular Space Intermediate Holdings,
Inc., Modular Space Corporation, Resun ModSpace, Inc., ModSpace Government
Financial Services, Inc., ModSpace Financial Services Canada, Ltd. and Resun
Chippewa, LLC

TAB 4

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

THE HONOURABLE) TUESDAY , THE 27TH
)
MR. JUSTICE NEWBOULD) DAY OF DECEMBER, 2016

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

**AND IN THE MATTER OF MODULAR SPACE INTERMEDIATE HOLDINGS,
INC., MODULAR SPACE CORPORATION, RESUN MODSPACE, INC.,
MODSPACE GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE
FINANCIAL SERVICES CANADA, LTD., RESUN CHIPPEWA, LLC AND
MODULAR SPACE HOLDINGS, INC. (THE "DEBTORS")**

**APPLICATION OF MODULAR SPACE CORPORATION 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 Modular Space Corporation ("**Modular Space Corporation**"), 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 David Orlofsky sworn December 23, 2016 (the "**Orlofsky Affidavit**"), the preliminary report of Alvarez & Marsal Canada Inc., in its capacity as proposed information officer dated December ●, 2016, 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 Bank of America N.A., as Administrative Agent for the lenders under the Debtors' Post-Petition Credit

Agreement (collectively, the “**DIP Lender**”), counsel for the Ad Hoc Group of Noteholders, no one appearing for any other parties although duly served as appears from the affidavit of service of Evita Ferreira sworn December 23, 2016, and on reading the consent of Alvarez & Marsal Canada 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 December 27, 2016 (the "**Recognition Order**") or in the Orlofsky 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 recognizing Modular Space Corporation as the foreign representative of the Debtors;
- (b) an order permitting the joint administration of the Chapter 11 cases of the Debtors in the Foreign Proceeding;

- (c) an order authorizing the Debtors to pay pre-petition wages, compensation and employee benefits;
- (d) an interim order authorizing, but not directing, the Debtors to maintain their existing bank accounts, cash management system and authorizing the continuation of (and administrative expense priority status of) intercompany transactions;
- (e) an interim order (i) approving post-petition financing (the “**DIP Financing**”); (ii) granting liens and super-priority administrative expense claim status to pre-petition secured parties; and (iii) modifying the automatic stay; and (iv) scheduling the final hearing (the “**Interim Financing Order**”);
- (f) an order authorizing the Debtors to retain Kurtzman Carson Consultants LLC as Claims and Noticing Agent *nunc pro tunc* to December 21, 2016;
- (g) an order authorizing the payment of pre-petition taxes and fees;
- (h) an interim order (i) approving the Debtors form of adequate assurance of payment; (ii) establishing procedures to resolve objections by utility companies; and (iii) restraining utility companies from discontinuing, alternating or refusing service;
- (i) an order (i) confirming the enforcement and applicability of the automatic stay pursuant to Section 362 of the United States Code and (ii) confirming the Debtors authority with respect to post-petition operations;
- (j) an order establishing notification procedures and approving restrictions on certain transfers of or claims for worthlessness with respect to the Debtors’ equity securities;
- (k) an order authorizing the Debtors to pay their pre-petition unsecured creditors in the ordinary course of business;

- (l) an order establishing bar dates for filing proofs of claim for Modular Space Intermediate Holdings, Inc. and Modular Space Holdings, Inc., approving the form and manner for filing proofs of claim and the manner for notice of same;
- (m) an order (i) scheduling a combined disclosure statement approval and plan confirmation hearing; (ii) establishing a plan and disclosure statement objection date and related procedures; (iii) approving solicitation and related procedures; (iv) approving the notice procedures; (v) approving notice and objection procedures for the assumption, assignment and rejection of executory contracts and unexpired leases; and (vi) extending the time, and upon confirmation, waiving the requirements that statements and schedules be filed and a creditors' meeting be convened; and
- (n) an order approving procedures for rights offering and related forms and authorizing the Debtors to conduct the rights offering in connection with the Debtors' joint plan of reorganization pursuant to Chapter 11,

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in these 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 "P" to the Orlofsky Affidavit.

APPOINTMENT OF INFORMATION OFFICER

5. THIS COURT ORDERS that Alvarez & Marsal Canada Inc. (the "**Information Officer**") is hereby appointed as an officer of this Court, with the powers and duties set out herein and in the Recognition Order.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

6. THIS COURT ORDERS that, subject to paragraph 20, 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 situated

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 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 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 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, if any, 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 Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property in Canada, which DIP Lender's Charge shall be consistent with the liens and charges created by the Post-Petition

Credit Agreement dated December 22, 2016 (as may be amended, supplemented or restated from time to time, the “**DIP Financing Agreement**”) and by the Interim Financing Order, provided however that the DIP Lender's Charge, with respect to the Property in Canada, shall have the priority set out in paragraphs 21 and 24 hereof and further provided that the DIP Lender's Charge shall not be enforced unless the DIP Lender delivers a Default Notice, as that term is defined in the U.S. Interim Financing Order, and otherwise complies with the procedure set out in paragraph 18 of the U.S. Interim 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 – the Administration Charge to the maximum amount of \$300,000

Second – the DIP Lenders' Charge.

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

- (a) the DIP Lender may, but is not required to, take such steps from time to time as it may deem necessary or appropriate to file, register, or record the DIP Lender's Charge or any of the related documents;
- (b) the DIP Lender may administer the DIP Financing in accordance with, and subject to, the terms and conditions of the DIP Financing Agreement and the Interim Financing Order;
- (c) upon the occurrence of an Event of Default (as defined in the DIP Financing Agreement), provided the DIP Lender is authorized to do so pursuant to the Interim Financing Order, and subject to any notice requirements in the Interim Financing Order, the DIP Lender may exercise its rights and remedies under the DIP Financing Agreement and the Interim 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;

- (d) the Debtors are hereby authorized and directed to make all such payments under the DIP Financing Agreement, including amounts under their pre-filing asset-based revolving credit facility (the “**Pre-Filing ABL Facility**”) and interest thereon, and the lenders under the Pre-Filing ABL Facility shall be entitled to apply receipts and deposits (not including any deposits on account of any advances made under the DIP Financing Agreement) made to the Debtors’ bank accounts in Canada against the indebtedness of the Debtors pursuant to the Pre-Filing ABL Facility whether such indebtedness arose before or after the date of this Order and for this purpose the operation of the blocked account agreements to which the Debtors are parties in connection with the Pre-Filing ABL Facility remain unaffected by this Order and the Recognition Order.

23. THIS COURT ORDERS that the filing, registration or perfection of the DIP Lender’s Charge and the Administration Charge (together, 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 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, 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 DIP Lender and the Information Officer.

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 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, the payments made under the Pre-Filing ABL Facility pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

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.

SERVICE AND NOTICE

28. 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:

www.alvarezandmarsal.com/modspace

29. 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

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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 Lender 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.

36. THIS COURT ORDERS that, notwithstanding paragraph 35, no Order shall be made varying, rescinding or otherwise affecting the provisions of this Order with respect to the DIP Financing Agreement and the DIP Lender’s Charge unless notice of a motion for such Order is served in accordance with paragraph 35 above and is returnable no later than the date of the hearing for the Final DIP Financing Order (as defined in the DIP Financing Agreement), or the Debtors, the Foreign Representative and the DIP Lender consent to such Order.

37. THIS COURT ORDERS that this Order shall be effective as of 10:00 AM on the date of this Order.

Schedule “A”

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

THE AMERICAN LAW INSTITUTE

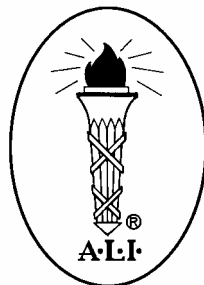
TRANSNATIONAL INSOLVENCY:
COOPERATION AMONG
THE NAFTA COUNTRIES

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



The Executive Office
The American Law Institute
4025 Chestnut Street
Philadelphia, Pennsylvania 19104-3099
Telephone: (215) 243-1600 • Telecopier: (215) 243-1636
E-mail: ali@ali.org • Website: <http://www.ali.org>

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.

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

AND IN THE MATTER OF MODULAR SPACE INTERMEDIATE HOLDINGS, INC., MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES CANADA, LTD., RESUN CHIPPEWA, LLC AND MODULAR SPACE HOLDINGS, INC. (THE "DEBTORS")

APPLICATION OF MODULAR SPACE CORPORATION 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

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St. W.
Toronto, Ontario
M5H 4E3

ROGER JAIPARGAS

Tel: (416) 367-6266
Email: rjaipargas@blg.com
LSUC# 43275C

EVITA FERREIRA

Tel: (416) 367-6708
Email: eferreira@blg.com
LSUC# 69967K

Lawyers for Modular Space Holdings, Inc., Modular Space Intermediate Holdings, Inc., Modular Space Corporation, Resun ModSpace, Inc., ModSpace Government Financial Services, Inc., ModSpace Financial Services Canada, Ltd. and Resun Chippewa, LLC

TAB 5

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

THE HONOURABLE) ~~•~~[TUESDAY](#), THE ~~•~~[27TH](#)
)
[MR.](#) JUSTICE [NEWBOULD](#)) DAY OF ~~•~~[DECEMBER](#), 2016
)

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

**AND IN THE MATTER OF MODULAR SPACE INTERMEDIATE HOLDINGS, INC.,
MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE
GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES
CANADA, LTD., RESUN CHIPPEWA, LLC AND MODULAR SPACE HOLDINGS, INC.
(THE "DEBTORS")**

**APPLICATION OF MODULAR SPACE ~~HOLDINGS, INC.~~[CORPORATION](#) 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 Modular Space ~~Holdings, Inc.~~[Corporation](#), 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 David Orlofsky sworn ~~•~~[December 23](#), 2016, the preliminary report ~~of~~ ~~dated~~ ~~December •, 2016~~ of [Alvarez & Marsal Canada Inc.](#), in its capacity as [the](#) proposed information officer ~~(the "Proposed Information Officer")~~ ~~dated •, 2016, 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~~ [Alvarez & Marsal Canada Inc., in its capacity as proposed information officer \(the "Information Officer"\)](#), counsel for Bank of America N.A., as Administrative Agent [for the lenders under the Debtors' Post-Petition Credit Agreement \(collectively, the "DIP Lender"\)](#), counsel for ~~the~~ [the Ad Hoc Group of Noteholders](#) and upon ~~being advised that no one appearing for any other persons were served with the Notice of Application~~ [parties although duly served as appears from the Affidavit of Service of Evita Ferreira sworn December 23, 2016:](#)

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 Modular Space Holdings, Inc., Modular Space Intermediate Holdings, Inc., Modular Space Corporation, Resun ~~Modspace~~ [ModSpace](#), Inc., ~~Modspae~~ [ModSpace](#) Government Financial Services, Inc., ~~Modspace~~ [ModSpace](#) Financial Services Canada, Ltd. and Resun Chippewa, LLC (~~collectively, the "Companies"~~) 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 State of Pennsylvania in~~ 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 Debtor 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 are restrained; and
 - (c) the commencement of any action, suit or proceeding in Canada against any Debtor 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 that does not relate to the business.

GENERAL

6. THIS COURT ORDERS that within 7 days from the date of this Order, or as soon as practicable thereafter, the ~~Foreign Representative~~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~~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 10:00 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.

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 MODULAR SPACE INTERMEDIATE HOLDINGS, INC.,
MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE
GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES
CANADA, LTD., RESUN CHIPPEWA, LLC AND MODULAR SPACE HOLDINGS, INC.
(THE "DEBTORS")**

**APPLICATION OF MODULAR SPACE ~~HOLDINGS, INC.~~ CORPORATION 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 December 27, 2016 (the "**Initial Recognition Order**").

PLEASE TAKE NOTICE that on December 21, 2016, Modular Space Intermediate Holdings, Inc., Modular Space Corporation, Resun ModSpace, Inc., ModSpace Government Financial Services Inc., ModSpace Financial Services Canada, Ltd., Resun Chippewa, LLC and Modular Space Holdings, Inc. (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 "**US Court**"). In connection with the Chapter 11 Proceedings, the Chapter 11 Debtors have appointed Modular Space Corporation ("**MSC**") as their foreign representative of the estates of the Chapter 11 Debtors (the "**Foreign Representative**"). The Foreign Representative's address is 1200 Swedesford Road, Berwyn, PA 19312610. The Debtors carry on business in Canada through ModSpace Financial Services Canada Ltd.

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 "**CCA Recognition Proceedings**"), and, among other things: (i) recognize the Chapter 11 Proceedings as a foreign main proceeding; (ii) recognizes MSC as the Foreign Representative of the Chapter 11 Proceedings; (iii) recognize certain orders granted by the US Court in the Chapter 11 Proceedings; (iv) stays 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) appoints Alvarez & Marsal Canada 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:

Alvarez & Marsal Canada Inc. (solely in its capacity as Information Officer)

Royal Bank Plaza, South Tower,

200 Bay Street, Suite 2900

P.O. Box 22

Toronto ON M5J 2J1

Attention: Jenny Poulos

Phone: 416-847-5166

Fax: 416-847-5201

Email: jpoulos@alvarezandmarsal.com

PLEASE TAKE FURTHER NOTICE that the motions, orders and notices filed with the US Court in the Chapter 11 Proceedings are available at <http://www.kccllc.net/modspace>

Kurtzman Carson Consultants LLC

2335 Alaska Avenue

El Segundo, California 90245

Attention: Evan Gershbein

Phone: 310-823-9000

Email: egershbein@kccllc.com

PLEASE FINALLY NOTE that the Recognition Orders, and any other orders that may be granted by the Canadian Court, can be viewed at www.alvarezandmarsal.com/modspace

DATED AT TORONTO, ONTARIO this day of December, 2016.

Alvarez & Marsal Canada Inc.

(solely in its capacity as Information Officer of the Chapter 11 Debtors and not in its personal or corporate capacity)

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

AND IN THE MATTER OF MODULAR SPACE INTERMEDIATE HOLDINGS, INC., MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES CANADA, LTD., RESUN CHIPPEWA, LLC AND MODULAR SPACE HOLDINGS, INC. (THE "DEBTORS")

APPLICATION OF MODULAR SPACE CORPORATION 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

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St. W.
Toronto, Ontario
M5H 4E3

ROGER JAIPARGAS

Tel: (416) 367-6266
Email: rjaipargas@blg.com
LSUC# 43275C

EVITA FERREIRA

Tel: (416) 367-6708
Email: eferreira@blg.com
LSUC# 69967K

Lawyers for Modular Space Holdings, Inc., Modular Space Intermediate Holdings, Inc., Modular Space Corporation, Resun ~~Modspace~~ModSpace, Inc., ~~Modspace~~ModSpace Government Financial Services, Inc., ModSpace Financial Services Canada, Ltd. and Resun Chippe wa, LLC

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Document 2 ID	PowerDocs://TOR01/6546845/10
Description	TOR01-#6546845-v10-Modspace/General_-_Initial_Recognition_Order
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Padding cell	

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Moved to	0
Style change	0
Format changed	0
Total changes	108

TAB 6

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

THE HONOURABLE ●) [●TUESDAY](#), THE [●27TH](#)
)
[MR.](#) JUSTICE [NEWBOULD](#)) DAY OF [●DECEMBER](#), 2016

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

**AND IN THE MATTER OF MODULAR SPACE INTERMEDIATE HOLDINGS, INC.,
MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE
GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL
SERVICES CANADA, LTD., RESUN CHIPPEWA, LLC AND MODULAR SPACE
HOLDINGS, INC. (THE "DEBTORS")**

**APPLICATION OF MODULAR SPACE ~~HOLDINGS, INC.~~ CORPORATION 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 Modular Space ~~Holdings, Inc.~~ [Corporation](#) ("Modular Space ~~Holdings~~) [Corporation](#)"), 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 David Orlofsky sworn [●December 23, 2016 \(the "Orlofsky Affidavit"\)](#), ~~2016~~, the preliminary report of ~~[NAME]~~ [Alvarez & Marsal Canada Inc.](#), in its capacity as proposed information officer dated [December](#) ●, 2016, 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 Bank of

America N.A., as Administrative Agent ~~(for the lenders under the Debtors' Post-Petition Credit Agreement (collectively, the "DIP Lender"))~~, counsel for ~~[OTHER PARTIES]~~ the Ad Hoc Group of Noteholders, no one appearing for ~~[NAME]~~ any other parties although duly served as appears from the affidavit of service of ~~[NAME]~~ Evita Ferreira sworn ~~on~~ December 23, 2016, and on reading the consent of ~~[NAME OF PROPOSED INFORMATION OFFICER]~~ Alvarez & Marsal Canada 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 ~~on~~ December 27, 2016 (the "**Recognition Order**") or in the Orlofsky 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 recognizing Modular Space ~~Holdings~~ Corporation as the foreign representative of the Debtors;

- (b) an order permitting the joint administration of the Chapter 11 cases of the Debtors in the ~~US Proceedings~~Foreign Proceeding;
- ~~(c) an order granting administrative expense priority status to post-Chapter 11 delivery of goods and services and authorizing the Debtors to pay such expenses;~~
- (c) ~~(d)~~ an order authorizing the Debtors to pay pre-~~Petition~~petition wages, compensation and employee benefits;
- (d) ~~(e)~~ an interim order authorizing, but not directing, the Debtors to maintain their existing bank accounts, cash management system and authorizing the continuation of (and administrative expense priority status of) intercompany transactions;
- ~~(f) an interim order authorizing payment of pre-Petition claims for certain critical vendors and service providers;~~
- (e) ~~(g)~~ an interim order (i) approving post-~~Petition~~petition financing (the “DIP Financing”); (ii) granting liens and super-priority administrative expense claim status to pre-~~Petition~~petition secured parties; and (iii) modifying the automatic stay; and (iv) scheduling the final hearing (the “Interim Financing Order”);
- (f) ~~(h)~~ an order authorizing the Debtors to retain Kurtzman Carson Consultants LLC as Claims and Noticing Agent *nunc pro tunc* to ~~•~~December 21, 2016;
- (g) ~~(i)~~ an order authorizing the payment of pre-~~Petition~~petition taxes and fees;
- ~~(j) an order authorizing continuation of shipping operations;~~
- ~~(k) an order authorizing performance and continuation of the surety bond program;~~
- (h) ~~(l)~~ an interim order (i) approving the Debtors form of adequate assurance of payment; (ii) establishing procedures to resolve objections by utility companies; and (iii) restraining utility companies from discontinuing, alternating or refusing service; ~~and~~;

- (i) ~~(m)~~ an order (i) confirming the enforcement and applicability of the automatic stay pursuant to Section 362 of the United States Code and (ii) confirming the Debtors authority with respect to post-~~Petition~~petition operations;

Copies of the Foreign Orders are attached as Schedule “A”.

- (j) an order establishing notification procedures and approving restrictions on certain transfers of or claims for worthlessness with respect to the Debtors’ equity securities;
- (k) an order authorizing the Debtors to pay their pre-petition unsecured creditors in the ordinary course of business;
- (l) an order establishing bar dates for filing proofs of claim for Modular Space Intermediate Holdings, Inc. and Modular Space Holdings, Inc., approving the form and manner for filing proofs of claim and the manner for notice of same;
- (m) an order (i) scheduling a combined disclosure statement approval and plan confirmation hearing; (ii) establishing a plan and disclosure statement objection date and related procedures; (iii) approving solicitation and related procedures; (iv) approving the notice procedures; (v) approving notice and objection procedures for the assumption, assignment and rejection of executory contracts and unexpired leases; and (vi) extending the time, and upon confirmation, waiving the requirements that statements and schedules be filed and a creditors’ meeting be convened; and
- (n) an order approving procedures for rights offering and related forms and authorizing the Debtors to conduct the rights offering in connection with the Debtors’ joint plan of reorganization pursuant to Chapter 11,

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~~these 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 “P” to the Orlofsky Affidavit.

APPOINTMENT OF INFORMATION OFFICER

5. THIS COURT ORDERS that ~~[NAME OF INFORMATION OFFICER]~~ Alvarez & Marsal Canada Inc. (the "**Information Officer**") is hereby appointed as an officer of this Court, with the powers and duties set out herein and in the Recognition Order.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

6. THIS COURT ORDERS that, subject to paragraph 20, 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 ~~situates~~ situated 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 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 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 ~~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
- (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~~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 monthly basis~~ 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, if any, 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 Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property in Canada, which DIP Lender's Charge shall be consistent with the liens and charges created by the Post-Petition Credit Agreement dated ~~•,2016~~,December 22, 2016 (as may be amended, supplemented or restated from time to time, the "DIP Financing Agreement") and by the Interim Financing Order, provided however that the DIP Lender's Charge, with respect to the Property in Canada, shall have the priority set out in paragraphs 21 and ~~23~~24 hereof; and further provided that the DIP Lender's Charge shall not be enforced ~~except with leave of this Court~~,unless the DIP Lender delivers a Default Notice, as that term is defined in the U.S. Interim Financing Order, and otherwise complies with the procedure set out in paragraph 18 of the U.S. Interim 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:

First ~~— the~~ Administration Charge ~~(to the maximum amount of \$•);~~
~~and~~300,000

Second – the DIP Lenders' Charge.

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

(a) ~~Second—DIP Lender's Charge~~the DIP Lender may, but is not required to, take such steps from time to time as it may deem necessary or appropriate to file, register, or record the DIP Lender's Charge or any of the related documents;

- (b) the DIP Lender may administer the DIP Financing in accordance with, and subject to, the terms and conditions of the DIP Financing Agreement and the Interim Financing Order;
- (c) upon the occurrence of an Event of Default (as defined in the DIP Financing Agreement), provided the DIP Lender is authorized to do so pursuant to the Interim Financing Order, and subject to any notice requirements in the Interim Financing Order, the DIP Lender may exercise its rights and remedies under the DIP Financing Agreement and the Interim 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;
- (d) the Debtors are hereby authorized and directed to make all such payments under the DIP Financing Agreement, including amounts under their pre-filing asset-based revolving credit facility (the “Pre-Filing ABL Facility”) and interest thereon, and the lenders under the Pre-Filing ABL Facility shall be entitled to apply receipts and deposits (not including any deposits on account of any advances made under the DIP Financing Agreement) made to the Debtors’ bank accounts in Canada against the indebtedness of the Debtors pursuant to the Pre-Filing ABL Facility whether such indebtedness arose before or after the date of this Order and for this purpose the operation of the blocked account agreements to which the Debtors are parties in connection with the Pre-Filing ABL Facility remain unaffected by this Order and the Recognition Order.

23. ~~22.~~ THIS COURT ORDERS that the filing, registration or perfection of the DIP Lender’s Charge and the Administration Charge ~~or the DIP Lender’s Charge~~ ~~(collectively (together,~~ 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~~ 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,

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 DIP Lender and the Information Officer ~~and the DIP Lender~~.

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, 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, the payments made under the Pre-Filing ABL Facility pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

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.

SERVICE AND NOTICE

28. ~~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: ~~‘<@>’~~: www.alvarezandmarsal.com/modspace

29. ~~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

30. ~~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.

31. ~~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.

32. ~~31.~~ 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.

33. ~~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.

34. ~~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 “BA”** hereto is adopted by this Court for the purposes of these recognition proceedings.

35. ~~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 Lender 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.

36. ~~35.~~ THIS COURT ORDERS that, notwithstanding paragraph 35, no Order shall be made varying, rescinding or otherwise affecting the provisions of this Order with respect to the DIP Financing Agreement and the DIP Lender’s Charge unless notice of a motion for such Order is served in accordance with paragraph 35 above and is returnable no later than the date

of the hearing for the Final DIP Financing Order (as defined in the DIP Financing Agreement),
or the Debtors, the Foreign Representative and the DIP Lender consent to such Order.

37. **THIS COURT ORDERS that** this Order shall be effective as of 10:00 AM on the date
of this Order.

Schedule "A"

~~Copies of First Day Orders~~

Schedule “B”

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

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

AND IN THE MATTER OF MODULAR SPACE INTERMEDIATE HOLDINGS, INC., MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES CANADA, LTD., RESUN CHIPPEWA, LLC AND MODULAR SPACE HOLDINGS, INC. (THE "DEBTORS")

APPLICATION OF MODULAR SPACE ~~HOLDINGS, INC.~~[CORPORATION](#) 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

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower
22 Adelaide St. W.
Toronto, Ontario
M5H 4E3

ROGER JAIPARGAS
Tel: (416) 367-6266
Email: rjaipargas@blg.com
LSUC# 43275C

EVITA FERREIRA
Tel: (416) 367-6708
Email: eferreira@blg.com
LSUC# 69967K

Lawyers for Modular Space Holdings, Inc., Modular Space Intermediate Holdings, Inc., Modular Space Corporation, Resun ~~Modspace~~[ModSpace](#), Inc., ~~Modspace~~[ModSpace](#) Government Financial Services, Inc., ModSpace Financial Services Canada, Ltd. and Resun Chippe wa, LLC

Document comparison by Workshare Compare on December-23-16 2:09:30 PM

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Moved to	2
Style change	0
Format changed	0
Total changes	199

TAB 7

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 MODULAR SPACE INTERMEDIATE HOLDINGS, INC.,
MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE
GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES
CANADA, LTD., RESUN CHIPPEWA, LLC AND MODULAR SPACE HOLDINGS,
INC. (THE "DEBTORS")**

**APPLICATION OF MODULAR SPACE CORPORATION UNDER SECTION 46 OF
THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS
AMENDED**

CONSENT

Alvarez & Marsal Canada Inc., hereby consents to act as information officer of Modular Space Holdings, Inc., Modular Space Intermediate Holdings, Inc., Modular Space Corporation, Resun ModSpace, Inc., ModSpace Government Financial Services, Inc., ModSpace Financial Services Canada, Ltd. and Resun Chippewa, LLC 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 Modular Space Corporation.

December 21, 2016

ALVAREZ & MARSAL CANADA INC.

By:

Name:

Title:


Alan J. Hutchens

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 MODULAR SPACE INTERMEDIATE HOLDINGS, INC., MODULAR SPACE CORPORATION, RESUN MODSPACE, INC.,
MODSPACE GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES CANADA, LTD., RESUN CHIPPEWA, LLC AND
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APPLICATION OF MODULAR SPACE CORPORATION 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 St. W.
Toronto, ON M5H 4E3

ROGER JAIPARGAS / LSUC No. 43275C

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

EVITA FERREIRA / LSUC No. 69967K

Tel: 416-367-6708
Email: eferreira@blg.com

Lawyers for Modular Space Holdings, Inc., Modular Space
Intermediate Holdings, Inc., Modular Space Corporation,
Resun ModSpace, Inc., ModSpace Government Financial
Services, Inc., ModSpace Financial Services Canada, Ltd.
and Resun Chippewa, LLC

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

AND IN THE MATTER OF MODULAR SPACE INTERMEDIATE HOLDINGS, INC., MODULAR SPACE CORPORATION, RESUN MODSPACE, INC., MODSPACE GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES CANADA, LTD., RESUN CHIPPEWA, LLC AND MODULAR SPACE HOLDINGS, INC. (THE "DEBTORS")

APPLICATION OF MODULAR SPACE CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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APPLICATION RECORD
(Returnable December 27, 2016)

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BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide St. W.
Toronto, ON M5H 4E3

ROGER JAIPARGAS / LSUC # 43275C

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

EVITA FERREIRA / LSUC# 69967K

Tel: 416-367-6708
Email: eferreira@blg.com

**Lawyers for Modular Space Holdings, Inc.,
Modular Space Intermediate Holdings, Inc.,
Modular Space Corporation, Resun ModSpace,
Inc., ModSpace Government Financial Services,
Inc., ModSpace Financial Services Canada, Ltd.
and Resun Chippewa, LLC**