

Court File No. CV-25-00743485-00CL

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

THE HONOURABLE MR.

)

WEDNESDAY, THE 24TH

)

JUSTICE MYERS

)

DAY OF MARCH, 2026

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

**AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF
1001400034 ONTARIO INC.**

ORDER

THIS MOTION, made by Grant Thornton Limited ("**GTL**"), in its capacity as the Court-appointed monitor (in such capacity, the "**Monitor**") of 1001400034 Ontario Inc. ("**ResidualCo**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, among other things: (i) approving the Monitor's fifth report to the Court dated January 17, 2026 (the "**Fifth Report**") and the Monitor's sixth report to the Court dated March 17, 2026 (the "**Sixth Report**"), and the activities and conduct of the Monitor described therein; (ii) approving fees and disbursements of the Monitor and its counsel and the Revised Final Fees (as defined below); (iii) upon completion of the Remaining Activities (as defined in the Sixth Report) and service of the Monitor's Termination Certificate (as defined below) terminating these proceedings (the "**CCAA Proceedings**") and discharging GTL in its capacity as Monitor at the CCAA Termination Time (as defined below); (iv) approving the release of the Released Parties (as defined below); (v) terminating the Court-ordered Charges (as defined below) at the CCAA Termination Time; and (vi) extending the Stay Period (as defined below) up to and including the CCAA Termination Time, was heard this day *via* Zoom videoconference.

ON READING the Fifth Report and the Sixth Report, and on hearing the submissions of counsel for the Monitor, and counsel for such other parties listed on the participant information sheet, with no one else appearing for any other party although duly served as appears from the Lawyer's Certificate of Service of Joshua Gordon, dated March 17, 2026, filed,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and Motion Record is abridged and validated such that this Motion is properly returnable today, and further service of the Notice of Motion and the Motion Record is hereby dispensed with.
2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms have the meanings given to them in the Fifth Report, Sixth Report or the Amended and Restated Initial Order dated May 29, 2025 (the "**ARIO**"), as applicable.

APPROVAL OF MONITOR'S REPORTS AND ACTIVITIES OF THE MONITOR

3. **THIS COURT ORDERS** that the Fifth Report and the Sixth Report and the activities, conduct, and decisions of the Monitor described therein are hereby ratified and approved, provided that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approvals.

APPROVAL OF FEES AND DISBURSEMENTS OF THE MONITOR

4. **THIS COURT ORDERS** that the professional fees and disbursements of the Monitor for the period of January 1, 2026 to March 15, 2026, as set out in the Kanji Affidavit appended to the Sixth Report, be and are hereby approved.

5. **THIS COURT ORDERS** that the professional fees and disbursements of Cassels Brock & Blackwell LLP ("**Cassels**"), legal counsel to the Monitor, for the period of January 1, 2026 to March 15, 2026, as set out in the Levine Affidavit appended to the Sixth Report, be and are hereby approved.

APPROVAL OF REVISED FINAL FEES

6. **THIS COURT ORDERS** that the anticipated further fees and disbursements of the Monitor and Cassels, estimated not to exceed \$10,000 (inclusive of HST) in aggregate ("**Revised Final Fees**"), for the completion of the Remaining Activities in connection with these CCAA Proceedings, are hereby approved and that the Monitor and Cassels shall not be required to pass their accounts in respect of any further activities in connection with the administration of the CCAA Proceedings, provided, however, that if the further fees and disbursements of the Monitor and Cassels in connection with the completion by the Monitor of its remaining duties and administration of the CCAA Proceedings exceed the amount of the Revised Final Fees, the Monitor shall return to Court to seek approval to pay any such amounts pursuant to a further Order of the Court. Following completion of the CCAA Proceedings, the Monitor is hereby authorized and directed to pay any available remainder from the Revised Final Fees pro rata to the claimants with Accepted Claims in accordance with the Proposed Distribution Methodology.

TERMINATION OF CCAA PROCEEDINGS

7. **THIS COURT ORDERS** that, upon service by the Monitor of an executed certificate substantially in the form attached hereto as **Schedule "A"** (the "**Monitor's Termination Certificate**") on the Service List in these CCAA Proceedings certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with the CCAA Proceedings, including the

Remaining Activities, have been completed, these CCAA Proceedings shall be terminated without any other act or formality (the “**CCAA Termination Time**”), save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in these CCAA Proceedings or any action or steps taken by any Person in connection therewith.

8. **THIS COURT ORDERS** that the Monitor is hereby directed to file a copy of the Monitor’s Termination Certificate with the Court and post a copy of the Monitor’s Termination Certificate on the case website maintained by the Monitor as soon as practicable following the CCAA Termination Time.

TERMINATION OF THE CHARGES

9. **THIS COURT ORDERS** that the Administration Charge, the DIP Facility Charge, and the Directors’ Charge (collectively, the “**Charges**”) shall be and are hereby terminated, released, and discharged as of the CCAA Termination Time without need for any further act or formality.

DISCHARGE OF THE MONITOR

10. **THIS COURT ORDERS** that, effective at the CCAA Termination Time, GTL shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations, or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, GTL shall have the authority to carry out, complete, or address any matters in its role as Monitor that are ancillary or incidental to these CCAA Proceedings, following the CCAA Termination Time, as may be required or appropriate. Notwithstanding any provision of this Order or the Monitor’s discharge and termination of these CCAA Proceedings, GTL and its advisors shall continue to have the benefit of the provisions of all Orders made in these CCAA Proceedings and all protections under the CCAA, including all approvals, protections, and stays of proceedings in favour of GTL in its capacity as Monitor, at

law or pursuant to the CCAA or any Order of this Court, and nothing in this Order shall affect, vary, derogate from, or amend any of the protections in favour of the Monitor pursuant to any Order issued in these CCAA Proceedings, all of which are expressly continued and confirmed following the CCAA Termination Time, including in connection with any actions taken by GTL following the CCAA Termination Time with respect to ResidualCo or these proceedings.

11. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Monitor Related Parties in any way arising from or related to its capacity or conduct as Monitor, respectively, except with prior leave of this Court on not less than fifteen (15) days prior written notice to the Monitor.

RELEASES

12. **THIS COURT ORDERS** that, effective at the CCAA Termination Time, in addition to the protections in favour of the Monitor in any Order of this Court in the CCAA Proceedings or the CCAA, the Monitor (in its personal and corporate capacity and in its capacity as Monitor), its counsel, and each of their respective affiliates, officers, directors, partners, employees, and agents, as applicable (collectively, the “**Monitor Released Parties**”), shall be released and forever discharged from any and all claims or liability that may be made against the Monitor Released Parties whether direct, indirect, known or unknown, matured or unmatured, foreseen or unforeseen, relating to matters that were raised or that could have been raised in the within proceedings that relate to or arise out of any act, omission, transaction, dealing or other occurrence, on or before the date that the Monitor’s Termination Certificate is filed with the Court and in respect of these CCAA Proceedings, including in carrying out any incidental matters or carrying out the terms of any Order granted in the CCAA Proceedings (collectively, the “**Monitor Released Claims**”), and any such Monitor Released Claims are hereby irrevocably and permanently released, stayed, extinguished, and forever barred, and the Monitor Released

Parties shall have no liability in respect thereof, save and except for any gross negligence or wilful misconduct on the part of the Monitor Released Party.

EXTENSION OF STAY PERIOD

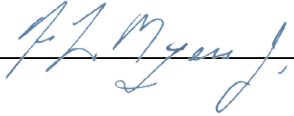
13. **THIS COURT ORDERS** that the Stay Period as defined in paragraph 13 of the ARIO be and is hereby extended up to and including the CCAA Termination Time or such other date as this Court may order.

GENERAL

14. **THIS COURT ORDERS** that the Monitor is at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside of Canada.

15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or any other jurisdiction, to give effect to this Order and to assist the Monitor and its 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceedings, or to assist the Applicant and the Monitor and its agents in carrying out the terms of this Order.

16. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.



SCHEDULE "A"
FORM OF TERMINATION CERTIFICATE

Court File No. CV-25-00743485-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
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AS AMENDED**

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TERMINATION CERTIFICATE

RECITALS

- A. Grant Thornton Limited ("**GTL**") was appointed as the Monitor (in such capacity, the "**Monitor**") in the within proceedings commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), pursuant to an Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated May 22, 2025 (as amended and restated) and the Approval and Reverse Vesting Order of the Court granted on October 30, 2025.
- B. Pursuant to an Order of this Court dated March 24, 2026 (the "**CCAA Termination Order**"), among other things, GTL shall be discharged as Monitor, and these CCAA Proceedings shall be terminated upon the filing of this Monitor's Termination Certificate with the Court, all in accordance with the terms of the CCAA Termination Order.
- C. Unless otherwise indicated herein, capitalized terms used in this Termination Certificate shall have the meaning given to them in the Initial Order or the CCAA Termination Order, as applicable.

THE MONITOR CERTIFIES the following:

1. To the knowledge of the Monitor, all matters to be attended to in connection with these CCAA Proceedings have been completed.

ACCORDINGLY, the CCAA Termination Time as defined in the CCAA Termination Order has occurred upon the filing of this Monitor's Termination Certificate with the Court.

DATED at Toronto, Ontario this ___ day of _____, 2026.

GRANT THORNTON LIMITED, solely in its capacity as Court-appointed Monitor of **1001400034 ONTARIO INC.** and not in its personal or corporate capacity.

Per: _____

Name:

Title:

Court File No. CV-25-00743485-00CL

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF 1001400034 ONTARIO INC.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

ORDER

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