

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	TUESDAY, THE 19 TH
	)	
JUSTICE OSBORNE	)	DAY OF AUGUST, 2025

B E T W E E N:

MOBILE LOCKER SOLUTIONS INC.

Applicant

- and -

NEEDZAPPY CANADA INC.

Respondent

DISCHARGE ORDER

THIS MOTION, made by Grant Thornton Limited (“GTL”) in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of NeedZappy Canada Inc. (the "**Debtor**"), for an order:

1. approving the Receiver’s first report dated August 12, 2025 (the “**First Report**”) and the activities of the Receiver as described herein;
2. approving the fees and disbursements of the Receiver and its legal counsel, Cozen O’Connor LLP (“**Cozen O’Connor**”);
3. approving the Receiver’s and the Receiver’s counsel’s Final Fees (as described and defined herein); and
4. discharging the Receiver upon the filing of a certificate confirming that the Receiver has completed all Remaining Matters; and, releasing the Receiver from any claims which have been

raised or which could have been raised in these proceedings against the Receiver, and any and all liability in respect of any act done or default made by GTL, or any acts or omission of GTL in respect of the Properties and its conduct as the Receiver, except for gross negligence and willful misconduct.

was heard this day by videoconference.

ON READING the Motion Record of the Receiver dated August 12, 2025, including the First Report, the affidavits of the Receiver and its counsel as to fees (the "**Fee Affidavits**"), and

ON HEARING the submissions of counsel for the Receiver and the other parties listed on the counsel slip, no one else appearing although served as evidenced by the Affidavit of Shannon Carson sworn August 12, 2025, filed;

DEFINED TERMS

1. **THIS COURT ORDERS** that capitalized terms used within this Order and not expressly defined herein shall have the meanings set forth in the First Report.

APPROVAL OF RECEIVER'S REPORT, FEES AND ACTIVITIES

2. **THIS COURT ORDERS** that the Receiver's First Report dated August 12, 2025, and its activities as set out therein are hereby approved, provided, however, that only the Receiver, 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 approval.

3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the First Report and the Fee Affidavits, are hereby approved.

4. **THIS COURT ORDERS** that the Final Fees of the Receiver and its counsel, as set out in the First Report are hereby approved.

DISCHARGE

5. **THIS COURT ORDERS** that upon (a) completion of the Remaining Matters and (b) filing a certificate of discharge with this Court substantially in the form attached as Schedule "A" hereto certifying that it has completed the activities described in the First Report (the "**Discharge**

Certificate”), the Receiver will have completed its statutory duties, as well as those duties set out in the Receivership Order dated June 23, 2025 or subsequent orders of this Court and is hereby discharged and released.

6. **THIS COURT ORDERS** that the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtor, provided however that notwithstanding its discharge herein (i) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (ii) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including without limitation all approvals, protections and stays of proceedings in favour of GTL in its capacity as Receiver.

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

GENERAL

8. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

9. **THIS COURT ORDERS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Receiver and its respective agents in carrying out the terms of this Order. All courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its respective agents in carrying out the terms of this Order.

10. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order without the need for entry or filing.

SCHEDULE “A”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

MOBILE LOCKER SOLUTIONS INC.

Applicant

- and –

NEEDZAPPY CANADA INC.

Respondent

RECEIVER'S DISCHARGE CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Cavanagh of the Superior Court of Justice dated June 23, 2025, Grant Thornton Limited was appointed as Receiver ("**Receiver**") without security of all of the assets, undertakings and properties of NeedZappy Canada Inc. (the "**NeedZappy**").

B. Pursuant to an Order of the Court dated ●, 2025 (the "**Discharge Order**"), Grant Thornton Limited was to be discharged as Receiver of all of the assets, undertakings and properties of NeedZappy to be effective upon filing with the Court by the Receiver of certificate confirming that all matters to be attended to in connection with the receivership of NeedZappy has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Discharge Order.

THE RECEIVER CERTIFIES the following:

1. All matters to be attended to, including the Remaining Matters as defined in the Receiver's First Report dated August 12, 2025, and in connection with the receivership of NeedZappy have been completed to the satisfaction of the Receiver.
2. This Certificate was filed by the Receiver with the Court on the _____ day of _____, 2025.

Grant Thornton Limited, solely in its capacity as Court-appointed receiver of all of the assets, undertakings and properties of NeedZappy Canada Inc. and not in its personal capacity.

Per: _____

Name: Daniel Wootton

Title: Senior Vice President

MOBILE LOCKER SOLUTIONS INC.
Applicant

-and-

NEEDZAPPY CANADA INC.
Respondent
Court File No. CV-25-00738443-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER

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Lawyers for the Receiver,
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