

2022 01G 0709

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Grant Thornton Limited, as Court-Appointed Monitor of 92834 Newfoundland and Labrador Inc. ("92834" or the "Company"); and

AND IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985 c. C-36 as Amended (the "CCAA")

ORDER

Before the Honourable Justice MacDonald;

THIS APPLICATION, made by Grant Thornton Limited ("GTL" or the "Monitor"), in its capacity as Court-Appointed Monitor of the Company, pursuant to the CCAA for an Order substantially in the form filed with the Application heard on this ___ day of _____, 2026.

ON READING the affidavit of Liam Murphy sworn on the 19th day of June, 2026 (the "Monitor Affidavit") and the Exhibits thereto and the Monitor's Eighteenth Report;

UPON HEARING Counsel for the Monitor and other counsel as they may appear;

IT IS HEREBY ORDERED:

1. **THAT** the time for service of the within Notice of Motion and materials filed, as set out in the affidavit of service is hereby deemed adequate notice so that this Application is properly returnable today and this Court hereby dispenses with further service thereof.

APPROVAL OF ACTIVITIES, FEES AND DISBURSEMENTS

2. **THIS COURT ORDERS** that the activities, fees and disbursements of the Monitor as described in

the Monitor's Eighteenth Report are hereby approved, including, without limitation, the steps taken by the Monitor pursuant to the Interim Receivership Order, the Initial CCAA Order and the ARIO, as amended, and the fees of the Monitor's legal counsel.

3. **THIS COURT ORDERS** that the Monitor's Statement of Receipts and Disbursements for the period from February 21, 2022, to May 20, 2026, attached to the Monitor's Eighteen Report as Appendix "D" is hereby approved.
4. **THIS COURT ORDERS** that the Monitor's legal counsel fees as set out in the Monitor's Eighteenth Report are hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its legal counsel, estimated not to exceed \$15,000.00 (excluding HST), for the completion of remaining activities in connection with these CCAA proceedings, are hereby approved.
6. **THIS COURT ORDERS** that the Monitor be at liberty to make further motions to this Court to pass its accounts and those of its legal counsel for the period from and after this Order.

TERMINATION OF THE CCAA PROCEEDINGS

7. **THIS COURT ORDERS** that, upon service by the Monitor of an executed certificate in substantially the form attached hereto as Schedule "A" (the "**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 these CCAA proceedings have been completed, these CCAA proceedings shall be terminated, without any act or formality 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 an persons pursuant hereto.
8. **THIS COURT ORDERS** that the Monitor is hereby directed to file a copy of the Termination Certificate with this Honourable Court as soon as practicable following the service thereof on the service list in these CCAA proceedings.
9. **THIS COURT ORDERS** that the Administration Charge shall be terminated, released and discharged

as of the service of the Termination Certificate without any further act or formality.

DISCHARGE OF THE MONITOR

10. **THIS COURT ORDERS** that effective upon service of the Termination Certificate, Grant Thornton Limited shall be and is hereby discharged from its duties as Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after service of the Termination Certificate, provided that, notwithstanding its discharge as Monitor, Grant Thornton Limited shall have the authority to carry out, complete or address any matters in its role of Monitor that are ancillary or incidental to these CCAA proceedings following service of the Termination Certificate, as may be required, including without limitation, as contemplated by the Monitor's Enhanced Power Order (the "**Monitor Incidental Matters**").
11. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, the Monitor's discharge or the termination of these CCAA proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, all of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, the Monitor's Enhanced Power Order, the ARIO, and any other Order of this Honourable Court in these CCAA proceedings or otherwise, all of which are expressly continued and confirmed following the service of the Termination Certificate, including in connection with any Monitor Incidental Matters and other actions taken by the Monitor following the service of the Termination Certificate with respect to the Applicants or these CCAA proceedings.
12. **THIS COURT ORDERS** that no action or other proceedings shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Honourable Court on not less than fifteen (15) days prior written notice to the Monitor.

APPROVAL OF THE MONITOR'S EIGHTEENTH REPORT

13. **THIS COURT ORDERS** that the Monitor's Eighteenth Report and the activities of the Monitor and its counsel referred to therein be and are hereby approved; provided, however, 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 approval.

DATED at St. John's, in the Province of Newfoundland and Labrador, this ____ day of _____ 2026.

Schedule "A"
Termination Certificate

1. Grant Thornton Limited ("**GTL**") was appointed as Monitor of Canada Fluorspar Inc., Canada Fluorspar (NL) Inc., and Newspar in the within proceedings commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended ("**CCAA**") pursuant to an Initial Order of the Supreme Court of Newfoundland and Labrador (in bankruptcy and insolvency) (the "**Court**") dated the 11th day of March 2022 (as amended, the "**Initial Order**").
2. Pursuant to an Order of this Court dated [X] (the "**CCAA Termination Order**"), among other things, Grant Thornton Limited shall be discharged as Monitor and the CCAA proceedings shall be terminated upon service of this Termination Certificate on the service list in these CCAA Proceedings, all in accordance with the terms of the CCAA Termination Order.
3. 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 (Court File Number 2022 01G 0709) have been completed.

DATED at the City of St. John's, in the Province of Newfoundland and Labrador, this __ day of _____, 2026.

GRANT THORNTON LIMITED, in its capacity as
Court-appointed Monitor of 92834 and not in
its personal or corporate capacity

Per: _____

Name:

Title: