



CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed November 22, 2024

United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

In re:	§	Chapter 15
	§	
Fossil Creek A2A Limited	§	Case No. 24-44299
Partnership, <i>et al.</i> , <sup>1</sup>	§	
	§	
Debtors in a Foreign Proceeding.	§	

**ORDER GRANTING PROVISIONAL RELIEF  
PURSUANT TO SECTION 1519 OF THE BANKRUPTCY CODE**

Upon the motion (the “*Motion*”)<sup>2</sup> filed by Alvarez and Marsal Canada Inc. (“*A&M*” or “*Monitor*”), in its capacity as the duly appointed

<sup>1</sup> The Debtors in these chapter 15 cases, along with the Debtors’ unique identifiers, are: A2A Developments Inc. (Ontario Corp. No. 2274252), Hills of Windridge A2A GP Inc. (Ontario Corp. No. 2360816), Windridge A2A Developments, LLC (Tax I.D. 32047814366), Fossil Creek A2A GP Inc. (Corporate Access No. 2018090577), Fossil Creek A2A Developments, LLC (Tax I.D. 32047814341), Serene Country Homes (Canada) Inc. (Ontario Corp. No. 2216166), A2A Capital Services Canada Inc. (Corp. No. 835144-9), Fossil Creek A2A Limited Partnership (Registration No. LP18090985), Hills of Windridge A2A LP (Business I.D. No. 230156754), Fossil Creek A2A Trust (•), and Hills of Windridge A2A Trust (•). Copies of materials filed with the applicable court in the CCAA proceedings and these chapter 15 cases are available on the website of the Monitor: <https://www.alvarezandmarsal.com/A2A>.

<sup>2</sup> All capitalized terms not otherwise defined herein shall be given the meaning ascribed to them in the Motion.

representative (the “*Foreign Representative*”) of the above-captioned debtors (collectively, the “*Debtors*” or the “*Company*”) seeking entry of an order granting provisional relief under section 1519 of the title 11 of the United States Code (the “*Bankruptcy Code*”)<sup>3</sup> to protect the Debtors and their property within the territorial jurisdiction of the United States pending recognition of the Canadian Proceeding; and upon this Court’s review and consideration of the Motion, the Verified Petition, and the Konowalchuck Declaration; it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors; and no objections or other responses having been filed that have not been overruled, withdrawn or otherwise resolved; and after due deliberation and sufficient cause appearing therefor, the Court hereby,

**FINDS, DETERMINES, AND CONCLUDES AS FOLLOWS:**

1. Findings and Conclusions. The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

2. Jurisdiction, Venue, Core Proceeding. This Court has jurisdiction over this Motion and the relief requested therein under 28 U.S.C. §§ 157, 1334, 109 and 1501. This is a core proceeding under 28 U.S.C. § 157(b)(2)(P). Venue is proper in this District under 28 U.S.C. §1410. This Court may enter a final order consistent with Article III of the United States Constitution.

3. Notice. Good, sufficient, appropriate, and timely notice of the filing of, and the hearing on (to the extent necessary), the Motion was given, which notice was deemed adequate for all purposes, and no further notice need be given under the circumstances.

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<sup>3</sup> Unless otherwise noted, section (§) references are to the Bankruptcy Code.

### **PROVISIONAL RELIEF FINDINGS**

4. There is a substantial likelihood that the Monitor will successfully demonstrate that the Canadian Proceeding constitute a “foreign main proceeding” or, in the alternative, “foreign non-main proceedings” as defined in §§ 1502(4) and (5).

5. The Canadian Proceeding is pending in Canada, where the Debtors have the “center of [their] main interests” as referred to in § 1517(b)(1). Accordingly, the Canadian Proceeding is a “foreign main proceeding” as contemplated under § 1502(4) and is entitled to recognition as a foreign main proceeding pursuant to § 1517(b)(1).

6. The commencement or continuation of any action or proceeding in the United States against the Debtors should be enjoined pursuant to §§ 105(a) and 1519 to permit the expeditious and economical administration of the Canadian Proceeding, and such relief will either (a) not cause an undue hardship to other parties in interest or (b) any hardship to parties is outweighed by the benefits of the relief requested.

7. Consistent with the Canadian Court’s findings and the resulting relief provided in the CCAA Initial Order, unless a preliminary injunction is issued with respect to the Debtors, and to the same extent provided in the CCAA Initial Order, there is a material risk that the Debtors’ creditors or other parties in interest in the United States could use the Canadian Proceeding and these chapter 15 cases as a pretext to exercise certain remedies with respect to the Debtors.

8. Such acts could (a) interfere with the jurisdictional mandate of this Court under chapter 15 of the Bankruptcy Code, (b) interfere with and cause harm to the Monitor’s efforts to administer the Canadian Proceeding, (c) interfere with the Debtors’ operations, and (d) undermine the Monitor’s efforts to achieve an equitable result for the benefit of all of the Debtors’ creditors. Accordingly, there is a material risk that the Debtors may suffer immediate and irreparable injury, and it is therefore necessary that the Court enter this Order.

9. The CCAA Initial Order provides for, among other things, the DIP Charge.

10. Entry of an order of this Court recognizing and enforcing the CCAA Initial Order in the United States and applying the DIP Charge to property of the Debtors located in the territorial jurisdiction of the United States, is necessary to necessary to fund these chapter 15 cases.

11. The Monitor has demonstrated that the incurrence of the indebtedness under the DIP Facility and the granting of liens and charges negotiated in connection with the DIP Facility, as authorized by the CCAA Initial Order, is necessary to prevent irreparable harm to the Debtors. Without such financing, the Debtors will be unable to continue operations and fund their restructuring proceedings, which will significantly impair the value of the Debtors and their assets.

12. The Monitor has demonstrated that the terms of the DIP Facility, as approved by the CCAA Initial Order are fair and reasonable and were entered into in good faith by the Debtors and the DIP Lenders and that the DIP Lenders would not have extended financing without the protections provided by § 364, made applicable by § 1519(a)(3). The Monitor has demonstrated that the terms of the DIP Credit Agreement are reasonable under the circumstances.

13. The Monitor has demonstrated that, in the interest of comity, the purpose of chapter 15 is carried out by granting recognition and giving effect to the CCAA Initial Order.

14. The interest of the public will be served by the Court's entry of this Order.

15. The Monitor and the Debtors are entitled to the full protections and rights available pursuant to §§ 1519(a)(1)-(3).

**ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

16. Pending entry of the Recognition Order and notwithstanding anything to the contrary contained in this Order:

- (a) The CCAA Initial Order (as entered by the Canadian Court), attached hereto as **Exhibit 1**, is hereby given full force and effect on a provisional basis with respect to the Debtors and their property located in the territorial jurisdiction of the United States, as is any subsequent order entered by the Canadian Court that amends, restates, or supplements the findings and decrees contained in the CCAA Initial Order. The Monitor shall file any such additional order in these chapter 15 cases promptly following its entry in the Canadian Proceeding.
- (b) Section 362 shall apply to the Debtors and their property within the territorial jurisdiction of the United States. The Canadian Court's injunction as granted in the CCAA Initial Order shall be extended to enjoin actions against the Debtors and their property within the territorial jurisdiction of the United States solely to the extent provided for in the CCAA Initial Order. For the avoidance of doubt and without limiting the generality of the foregoing, this Order shall impose a stay within the territorial jurisdiction of the United States of:
  - (i) the execution against any of the Debtors' assets (if any);
  - (ii) commencing or continuing any suit, action, or proceeding inconsistent with the Canadian Proceeding, including, without limitation, any judicial, quasi-judicial, regulatory, administrative, or other action or proceeding involving or against the Debtors, their assets, or the proceeds thereof;
  - (iii) except as permitted in the CCAA Initial Order, the creation, perfection seizure, attachment, enforcement, or execution of liens or judgments against the Debtors' property in the United States (if any) or from transferring, encumbering, or otherwise disposing of or interfering with the Debtors' assets or agreements in the United States without the express written consent of the Monitor;

- (iv) any act to collect, assess, or recover a claim against the Debtors that arose before the commencement of the Debtors' chapter 15 cases; and
  - (v) the setoff of any debt owing to any of the Debtors that arose before the commencement of the Debtors' chapter 15 cases against any claim against the Debtors.
- (c) Section 364 is applicable with respect to each of the Debtors and the property of each of the Debtors that is within the territorial jurisdiction of the United States. For the avoidance of doubt and without limiting the generality of the foregoing, this Order, without limitation:
  - (i) shall grant liens and security interests in the property of the Debtors located within the territorial jurisdiction of the United States pursuant to § 364(d)(1) in respect of the DIP Charge (subject to the priorities, terms, and conditions of the CCAA Initial Order) to secured future amounts outstanding under the DIP Facility;
  - (ii) finds any loans made by the DIP Lenders in accordance with the DIP Credit Agreement prior to the entry of the Recognition Order are extended in "good faith" as contemplated by § 364(e), such that the validity of DIP Loans, and the priority of the DIP Charge in respect of the property of the Debtors located within the territorial jurisdiction of the United States shall not be affected by any reversal or modification of this Order on appeal or the entry of an order denying the Debtors' request for entry of the Recognition Order; and
  - (iii) be sufficient and conclusive notice and evidence of the grant, validity, perfection, and priority of the liens granted in the Canadian Proceeding as they apply to the Debtors and their property located in the territorial jurisdiction of the United States in respect of the Administration Charge, the Directors' Charge, and the DIP Charge without the necessity of filing or recording this Order or any financing statement, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction; *provided that* the Monitor is authorized to execute, and the DIP

Lenders may file or record, any financing statements, mortgages, other instruments to further evidence the validity, perfection, and priority of the liens granted in the Canadian Proceeding as they apply to the Debtors and their property located in the territorial jurisdiction of the United States.

- (d) no action, inaction, or acquiescence by the DIP Lenders, including, without limitation, funding the Debtors' ongoing operations under this Order, shall be deemed to be or shall be considered as evidence of any alleged consent by the DIP Lenders to a charge against the collateral pursuant to §§ 506(c), 552(b), or 105(a). The DIP Lenders shall not be subject in any way whatsoever to the equitable doctrine of "marshaling" or any similar doctrine with respect to the collateral.
- (e) effective on a provisional basis upon entry of this Order, to the extent precluded by or provided for under the CCAA Initial Order, no person or entity shall be entitled, directly or indirectly, whether by operation of §§ 506(c), 552(b), or 105 or otherwise, to direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of any collateral or property after a breach under the DIP Facility, the DIP Credit Agreement, the CCAA Initial Order, or this Order.
- (f) section 365(e) shall apply to the Debtors' executory contracts and unexpired leases governed by the law of the United States such that, notwithstanding any provision in any such contract or lease or under applicable law, no executory contract or unexpired lease with any of the Debtors may be terminated, cancelled, or modified (and any rights or obligations in such leases or contracts cannot be terminated or modified) solely because of a provision in any contract or lease of the kind described in §§ 365(e)(1)(A), (B), or (C), and all contract and lease counterparties located within the United States shall be prohibited from taking any steps to terminate, modify, or cancel any contracts or leases with the Debtors arising from or relating in any way to any so-called "*ipso facto*" or similar clauses; *provided that* the Order does not impair or affect the rights of any person under §§ 559 through 561, subject to the terms of the CCAA Initial Order.

- (g) the Monitor:
  - (i) shall be the representative of the Debtors with full authority to administer the Debtors' assets and affairs in the United States;
  - (ii) shall have the rights and protections to which the Monitor is entitled under chapter 15 of the Bankruptcy Code, including, but not limited to, the protections limiting the jurisdiction of United States Courts over the Monitor in accordance with § 1510 and the granting of additional relief in accordance with §§ 1519(a) and 1521; and
  - (iii) is authorized to comply with the terms and conditions of the DIP Credit Agreement, including but not limited to, the payment of associated fees and expenses as they come due without further notice or order of this Court.
- (h) notwithstanding any provision in the Bankruptcy Rules to the contrary, (i) this Order shall be effective immediately and enforceable upon entry, (ii) the Monitor shall not be subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order, and (iii) the Monitor is authorized and empowered, and may, in its discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Order.

17. Pursuant to Bankruptcy Rule 7065, the security provisions of Rule 65(c) of the Federal Rules of Civil Procedure are waived).

18. Notice of this Order will be provided to the following parties or their counsel: (a) all persons or bodies authorized to administer the Canadian Proceeding; (b) the Office of the United States Trustee for the Northern District of Texas; (c) the Office of the United States Attorney; (d) the Internal Revenue Service; (e) the Office of the United States Attorney General for the State of Texas; (f) all other applicable government agencies to the extent required by the Bankruptcy Rules or Local Rules; (g) the creditors who have the 20 largest unsecured claims against the Debtors on a consolidated basis; (h) all other parties who the Monitor believes to be



affected substantively by the relief requested; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002.

19. Service in accordance with this Order shall be deemed good and sufficient service and adequate notice for all purposes. The Monitor, the Debtors, and their respective agents are authorized to serve or provide any notices required under the Local Rules.

20. The requirements set forth in Bankruptcy Rule 1007(a)(4)(B) are waived with respect to the relief sought in the Motion, to the extent such requirements have not already been satisfied by the Form 401 petitions.

21. This Court shall retain jurisdiction with respect to the enforcement, amendment or modification of this Order, any requests for additional relief or any adversary proceeding brought in and through these Chapter 15 Cases, and any request by an entity for relief from the provision of this Order, for cause shown, that is properly commenced and within the jurisdiction of this Court.

22. The Monitor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

**### END OF ORDER ###**

**EXHIBIT 1**

**Initial Order**

COURT FILE NUMBER 2401-15969  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY



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

AND IN THE MATTER OF THE COMPROMISE OR  
ARRANGEMENT OF ANGUS A2A GP INC., ANGUS MANOR  
PARK A2A GP INC., ANGUS MANOR PARK A2A CAPITAL  
CORP., ANGUS MANOR PARK A2A DEVELOPMENTS INC.,  
HILLS OF WINDRIDGE A2A GP INC., WINDRIDGE A2A  
DEVELOPMENTS, LLC, FOSSIL CREEK A2A GP INC., FOSSIL  
CREEK A2A DEVELOPMENTS, LCC, A2A DEVELOPMENTS INC.,  
SERENE COUNTRY HOMES (CANADA) INC. and A2A CAPITAL  
SERVICES CANADA INC.

DOCUMENT

**CCAA INITIAL ORDER**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION  
OF PARTY  
FILING THIS  
DOCUMENT

Fasken Martineau DuMoulin LLP  
3400, 340 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 3N9

**Attention:** Robyn Gurofsky / Kaitlyn Wong  
**Telephone:** (403) 261-9469  
**Email:** rgurofsky@fasken.com / kwong@fasken.com  
**File No.** 321102-00017

I hereby certify this to be a true copy of  
the original Robyn Gurofsky

Dated this 14 day of November, 2024

[Signature]  
for Clerk of the Court

**DATE ON WHICH ORDER WAS PRONOUNCED:**

November 14, 2024

**LOCATION WHERE ORDER WAS PRONOUNCED:**

Calgary, Alberta

**JUSTICE WHO MADE THIS ORDER:**

The Honourable Justice C. Feasby

**UPON** the application of Michael Edwards, Paul Lauzon, Isabelle Brousseau, Pat Wedlund and Brian Richards (the “**Applicant Investors**”); **AND UPON** having read the Originating Application, the Affidavit of Michael Edwards sworn on November 12, 2024, the Affidavit of Paul Lauzon sworn on November 12, 2024, the Affidavit of Isabelle Brousseau, sworn November 8, 2024, the Affidavit of Pat Wedlund, sworn November 12, 2024, the Affidavit of Brian Richards, sworn November 12, 2024 and the Affidavit of Kim Picard sworn November 12, 2024; **AND UPON** reading the consent of Alvarez & Marsal Canada Inc. (“**A&M**”) to act as Monitor (in such capacity, the “**Monitor**”) with enhanced powers; **AND UPON** being advised that the interested parties who are likely to be affected by the charges created herein have been provided notice of this application; **AND UPON** hearing counsel for the Applicant Investors and Counsel for the proposed Monitor and any other party in attendance; **AND UPON** reading the Pre-Filing Report of A&M, in its capacity as proposed Monitor with enhanced powers for (together, the “**Debtor Companies**”); **IT IS HEREBY ORDERED AND DECLARED THAT:**

#### **SERVICE**

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

#### **APPLICATION**

2. Angus A2A GP Inc., Angus Manor Park A2A GP Inc., Angus Manor Park A2A Capital Corp., Angus Manor Park A2A Developments Inc., Hills of Windridge A2A GP Inc., Windridge A2A Developments, LLC, Fossil Creek A2A GP Inc., Fossil Creek A2A Developments, LLC, A2A Developments Inc., Serene Country Homes (Canada) Inc., and A2A Capital Services Canada Inc. (together, the “**Debtor Companies**”) are companies to which the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 (the “**CCAA**”) applies.

#### **AFFILIATED ENTITIES**

3. Angus A2A Limited Partnership, Angus Manor A2A Limited Partnership, Hills of Windridge A2A LP, Hills of Windridge A2A Trust, Fossil Creek A2A Limited Partnership,

and Fossil Creek A2A Trust (together the “**Affiliated Entities**”) are integrally related to the Debtor Companies’ business and the Applicant Investors’ interests, and are hereby granted and shall have the same benefit, protections and authorizations provided to the Debtor Companies in this Order, and all the property and business of the Affiliated Entities shall henceforth be deemed to be the Property and Business (each as defined in paragraph 9 hereof) of the Debtor Companies, notwithstanding that none of these entities are a “company” pursuant to the CCAA.

### **CORPORATE REVIVAL**

4. The Alberta Corporate Registrar is hereby directed to temporarily revive the corporate bodies of Angus A2A GP Inc., Angus Manor Park A2A GP Inc. and Fossil Creek A2A GP Inc. (together the “**Alberta Struck Companies**”) for the limited purpose of facilitating these CCAA proceedings.
5. The Director of the federal Corporate Registrar is hereby directed to temporarily revive the corporate body of A2A Capital Services Canada Inc. (together with the “**Alberta Struck Companies**”, the “**Struck Companies**”) for the limited purpose of facilitating these CCAA proceedings.
6. The temporary revival of the Struck Companies shall expire upon the termination of the within CCAA proceedings, unless otherwise ordered by this Honourable Court.
7. The Monitor, in addition to its prescribed rights and obligations under the CCAA and this Order, is authorized and directed to execute all documents necessary for the purpose of reviving the Struck Companies and the Struck Companies are hereby relieved of any obligation to file delinquent and future annual returns.

### **PLAN OF ARRANGEMENT**

8. The Debtor Companies, under the direction of the Monitor, shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (a “**Plan**”).



## POSSESSION OF PROPERTY AND OPERATIONS

9. The Monitor shall exercise the management and control of the Debtor Companies, and on behalf of the Debtor Companies, shall:

- (a) permit the Debtor Companies to remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**");
- (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property; and
- (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.
- (d) be entitled to continue to utilize the central cash management system currently in place or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System (i) shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Debtor Companies, through the Monitor, of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, (ii) shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Debtor Companies, pursuant to the terms of the documentation applicable to the Cash Management System, and (iii) shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

10. To the extent permitted by law, the Monitor on behalf of the Debtor Companies shall, be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:
  - (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
  - (b) the reasonable fees and disbursements of any Assistants retained or employed by the Debtor Companies or the Monitor on behalf of the Debtor Companies, in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order.
11. Except as otherwise provided to the contrary herein, the Monitor on behalf of the Debtor Companies shall be entitled but not required to pay all reasonable expenses incurred by the Debtor Companies in carrying out the provisions of this Order, which shall include, without limitation:
  - (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services; and
  - (b) payment for goods or services actually supplied to the Debtor Companies following the date of this Order.
12. The Monitor, on behalf of the Debtor Companies shall remit, in accordance with legal requirements, or pay:
  - (a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
    - (i) employment insurance,
    - (ii) Canada Pension Plan, and

(iv) income taxes,

but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after this Order, unless otherwise ordered by the Court;

- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Debtor Companies in connection with the sale of goods and services by the Debtor Companies, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Debtor Companies.

13. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Monitor, on behalf of the Debtor Companies may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Monitor, on behalf of the Debtor Companies, from time to time for the period commencing from and including the date of this Order ("**Rent**"), but shall not pay rent in arrears.

14. Except as specifically permitted in this Order, the Monitor on behalf of the Debtor Companies is hereby directed, until further order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Debtor Companies to any of its creditors as of the date of this Order;



- (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and
- (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

## RESTRUCTURING

15. The Monitor, on behalf of the Debtor Companies shall, subject to such requirements as are imposed by the CCAA have the right to:

- (a) permanently or temporarily cease, downsize or shut down any portion of its business or operations and to dispose of redundant or non-material assets not exceeding **\$500,000** in any one transaction or **\$1,000,000** in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to any of the Debtor Companies (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Monitor, on behalf of the Debtor Companies and such employee, or failing such agreement, to deal with the consequences thereof in the Plan
- (c) disclaim or resiliate, in whole or in part, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Monitor on behalf of the Debtor Companies deems appropriate, in accordance with section 32 of the CCAA; and
- (d) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Monitor, on behalf of the Debtor Companies, to proceed with an orderly restructuring of the Business (the "**Restructuring**").

16. The Monitor, on behalf of the Debtor Companies, shall provide each of the relevant landlords with notice of the Debtor Companies' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Debtor Companies' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Monitor on behalf of the Debtor Companies, or by further order of this Court upon application by the Monitor on behalf of the Debtor Companies on at least two (2) days' notice to such landlord and any such secured creditors. If the Monitor, on behalf of the Debtor Companies disclaim or resiliate the lease governing such leased premises in accordance with section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Debtor Companies' claim to the fixtures in dispute.
17. If a notice of disclaimer or resiliation is delivered by the Monitor on behalf of the Debtor Companies pursuant to section 32 of the CCAA, then:
  - (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Monitor, on behalf of the Debtor Companies 24 hours' prior written notice; and
  - (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Debtor Companies in respect of such lease or leased premises and such landlord shall be entitled to notify the Monitor, on behalf of the Debtor Companies of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation

to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDINGS AGAINST THE DEBTOR COMPANIES OR THE PROPERTY**

18. Until and including November 24, 2024, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Debtor Companies, the Affiliated Entities or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtor Companies or the Affiliated Entities, or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

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

19. 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**"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Debtor Companies, the Affiliated Entities or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:
- (a) empower the Debtor Companies to carry on any business that the Debtor Companies are not lawfully entitled to carry on;
  - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
  - (c) prevent the filing of any registration to preserve or perfect a security interest;
  - (d) prevent the registration of a claim for lien; or
  - (e) exempt the Debtor Companies from compliance with statutory or regulatory provisions relating to health, safety or the environment.



20. Nothing in this Order shall prevent any party from taking an action against the Debtor Companies or the Affiliated Entities where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

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

21. During the Stay Period, no person shall accelerate, suspend, 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 the Debtor Companies or the Affiliated Entities except with the written consent of the Monitor on behalf of the Debtor Companies, or leave of this Court.

#### **CONTINUATION OF SERVICES**

22. During the Stay Period, all persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
  - (b) oral or written agreements or arrangements with the Debtor Companies or the Affiliated Entities, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business, the Debtor Companies or the Affiliated Entities;

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor Companies or Affiliated Entities or exercising any other remedy provided under such agreements or arrangements. The Debtor Companies and Affiliated Entities shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor Companies in accordance with the payment practices of the Debtor

Companies, or such other practices as may be agreed upon by the supplier or service provider and each of the Monitor on behalf of the Debtor Companies and the Affiliated Entities, or as may be ordered by this Court.

### **NON-DEROGATION OF RIGHTS**

23. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any person, other than the Interim Lender where applicable, be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Debtor Companies.

### **CANADIAN REPRESENTATIVE COUNSEL**

24. Fasken Martineau DuMoulin LLP ("**Canadian Rep Counsel**") is hereby appointed as counsel for all Canadian investors in the Business and Property of the Debtor Companies and the Affiliate Entities, including without limitation, the Applicant Investors (the "**Canadian Investors**") in these proceedings, any proceedings under the CCAA or the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") or in any other proceeding respecting the insolvency of the Debtor Companies that may be brought before this Court (collectively, the "**Insolvency Proceedings**"), for any issue affecting the Canadian Investors.
25. Canadian Rep Counsel shall be entitled but not required to commence the process of identifying no more than five (5) Canadian Investors to be nominated as Court-appointed representatives (the "**Canadian Representatives**") pursuant to a further Order of this Honourable Court, as soon as practicable. The Canadian Representatives, once appointed, shall represent the Canadian Investors in the Insolvency Proceedings, including without limitation, for the purpose of settling or compromising claims by the Canadian Investors in the within CCAA proceedings.

### **NON-CANADIAN REPRESENTATIVE COUNSEL**

26. Norton Rose Fulbright Canada LLP ("**Offshore Rep Counsel**") and together with Canadian Representative Counsel, "**Investor Counsel**") is hereby appointed as counsel for all non-Canadian investors in the Business and Property of the Debtor Companies (the "**Offshore Investors**") in the Insolvency Proceedings, for any issue affecting the Offshore Investors.
27. Offshore Rep Counsel shall be entitled but not required commence the process of identifying no more than five (5) Offshore Investors to be nominated as Court-appointed representatives (the "**Offshore Representatives**") pursuant to a further Order of this Honourable Court, as soon as practicable. The Offshore Representatives, once appointed, shall represent the Offshore Investors in the Insolvency Proceedings, including without limitation, for the purpose of settling or compromising claims by the Offshore Investors in the within CCAA proceedings.

#### **DIRECTORS AND OFFICERS**

28. All current and former directors and officers of the Debtor Companies shall have no further power or authority to manage or direct the Debtor Companies including, but not limited to, the power to direct the sale, transfer or other disposition of the Property or Business on behalf of the Debtor Companies, or incur any obligations on behalf of the Debtor Companies.
29. All of the current and former directors, officers, shareholders and Assistants of the Debtor Companies and all other persons acting on the instruction or behalf of any of the foregoing having notice of this Order shall and are hereby directed to co-operate with and provide the Monitor with reasonable access to the books and records of the Debtor Companies and Affiliate Entities.

#### **APPOINTMENT OF MONITOR**

30. A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs of the Debtor Companies with the powers and obligations set out in the CCAA or set forth herein and that the Debtor



Companies and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Debtor Companies pursuant to this Order, and shall cooperate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

31. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Debtor Companies' receipts and disbursements, Business and dealings with the Property;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Debtor Companies;
- (c) 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 Debtor Companies to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Debtor Companies or to perform its duties arising under this Order;
- (d) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (e) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Debtor Companies and any other Person; and
- (f) perform such other duties as are required by this Order or by this Court from time to time.

32. Without in any way limiting the powers and duties of the Monitor otherwise set out herein or in the CCAA, the Monitor is hereby empowered and authorized, but not obligated, to do

any of the following in the name of and on behalf of the Debtor Companies and the Affiliated Entities, where the Monitor considers it necessary or desirable:

- (a) take any and all actions and steps to manage, operate and carry on the Business, including, without in any way limiting the generality of the foregoing:
  - (i) any actions or steps the Monitor considers necessary or desirable to proceed with an orderly restructuring or liquidation of the Business;
  - (ii) any and all steps of the Debtor Companies authorized by this Order and any other Order made in these proceedings, including making distributions or payments;
  - (iii) permanently or temporarily ceasing, downsizing or shutting down any of the Debtor Companies operations;
  - (iv) terminating the employment of or temporarily laying off employees of the Debtor Companies;
  - (v) preparing a Plan on behalf of the Debtor Companies;
  - (vi) entering into any agreements;
  - (vii) settling, extending or compromising any indebtedness owing to or by the Debtor Companies;
  - (viii) engaging and instructing Assistants from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Monitor's powers and duties, including those conferred by this Order;
  - (ix) purchasing or leasing machinery, equipment, inventories, supplies, premises or other assets to continue the Business, or any part or parts thereof;
  - (x) initiating, prosecuting and continuing the prosecution of any and all proceedings and defending all proceedings now pending or hereafter instituted with respect to the Debtor Companies, the Business, the Property



or the Monitor and to settle or compromise any such proceeding;

- (xi) exercising any rights of the Debtor Companies;
  - (xii) applying for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and in the name of the Debtor Companies;
  - (xiii) taking any and all corporate governance actions for the Debtor Companies; and
  - (xiv) providing instruction and direction to the Assistants of the Debtor Companies;
- (b) preserve, protect and exercise control over the Property, or any parts thereof, including, without in any way limiting the generality of the foregoing to:
- (i) receive, collect and exercise control over all monies and accounts held by or owing to the Debtors, including any proceeds of the sale of any of the Property;
  - (ii) exercise all remedies of the Debtor Companies in collecting monies owed or hereafter owing to the Debtor Companies and to enforce any security held by the Debtor Companies;
  - (iii) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property for any purpose pursuant to this Order; and
  - (iv) market, sell, convey, transfer, lease or assign the Property or any part of parts of the Property out of the ordinary course of business, including running a sales solicitation process without the approval of this Court, in respect of any one transaction not exceeding [\$500,000] or [\$1,000,000] in the aggregate and with the approval of this Court in respect of any other transaction;

- (c) to report to, meet with and discuss with such affected persons as the Monitor deems appropriate on all matters relating to the Business and the Property, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable;
  - (d) oversee and direct the preparation and dissemination of financial and other information of the Debtor Companies in these proceedings, including cash flow statements; and
  - (e) perform such other duties or take any steps reasonably incidental to the exercise of these powers and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other persons, including the Debtor Companies and without interference from any other person.
33. The Monitor is not and shall not, for any purposes, be deemed to be a principal, director, officer, or employee of the Debtor Companies.
34. Nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of any of the Debtor Companies within the meaning of any relevant legislation, regulation, common law, or rule of law or equity. For greater clarity, any distribution to creditors of any of the Debtor Companies administered by the Monitor on behalf of any of the Debtor Companies will be deemed to have been made by any of the Debtor Companies, themselves.
35. The Monitor is not and shall not for the purposes of the *Income Tax Act* (Canada) (“ITA”) be deemed to be a legal representative or person to whom s. 150(3) of that Act applies.
36. The Monitor is not, and shall not be deemed, to be the owner of the Property for any purpose and nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might be cause or contribute to a spill, discharge, release or deposit of a

substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the Canadian Environmental Protection Act or any other provincial or federal regulations in Canada or internationally (“**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation.

37. The Monitor shall provide any creditor of the Debtor Companies, including the Interim Lender, with information provided by the Debtor Companies in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor 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 Monitor has been advised by the Debtor Companies is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Debtor Companies may agree.
38. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, the Monitor shall incur no liability or obligation, in its personal or corporate capacity, 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. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation. For greater certainty, The Monitor is not and shall not be deemed to incur liability for any act or omission of the Debtor Companies, including, without limitation, in relation to the payment of and/or accounting for any taxes (including, without limitation, any taxes, duties, fees, premiums, assessment, imposts, levies and other similar charges taxes imposed under the ITA, the *Excise Tax Act*, RSC 1985. C E-15, or any similar legislation and owing to the Receiver General, the Canada Revenue Agency or any governmental authority in a jurisdiction outside of Canada) on revenues earned or any indebtedness or obligations whatsoever or howsoever incurred by the Debtor Companies.



39. The enhancement of the Monitor's powers as set forth in this Order, the exercise by the Monitor of any of its powers, the performance by the Monitor of any of its duties, or the employment by the Monitor of any person in connection with its appointment and the performance of its powers and duties shall not constitute the Monitor as an employer, successor employer, or related employer of the employees of the Debtor Companies or any employee caused to be hired by the Debtor Companies by the Monitor within the meaning of any provincial, federal or municipal legislation, other relevant legislation, regulation, common law, or rule of law or equity governing employment, pensions, or labour standards for any purpose whatsoever or expose the Monitor to any liability to any individual arising from or relating to their employment or previous employment. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitations, wages, severance pay, termination pay, vacation pay and pension or benefit amounts.
40. The Monitor, counsel to the Monitor in Canada and the United States (collectively, "**Monitor's Counsel**"), the Monitor's Assistants and Investor Counsel shall each be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the Debtor Companies as part of the costs of these proceedings. The Debtor Companies are hereby authorized and directed to pay the accounts of the Monitor, Monitor's Counsel, and Investor Counsel on a bi-weekly basis unless otherwise agreed by the parties and the Monitor, on behalf of the Debtor Companies, are hereby authorized to pay the Monitor, Monitor's Counsel and Investor Counsel's retainers, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.
41. The Monitor, Monitor's Counsel, and Investor Counsel shall pass their accounts from time to time.
42. The Monitor, Monitor's Counsel and Assistants, and Investor Counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate

amount of \$250,000 as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 47 and 49 hereof.

43. Section 10(2)(b) of the CCAA is hereby waived and the report containing the prescribed representations of the Debtor Companies regarding the preparation of the cash flow statement is hereby dispensed with.

### INTERIM FINANCING

44. The Monitor, on behalf of the Debtor Companies is hereby authorized and empowered to obtain and borrow under a credit facility from Pillar Capital Corp. (the “**Interim Lender**”) in order to finance the Debtor Companies’ working capital requirement and other general corporate purposes and capital expenditures, provided that the initial principal amount of the credit facility not exceed **\$500,000** unless permitted by further order of this Court.
45. Such credit facility shall be on the terms and subject to the conditions set forth in the term sheet between the Monitor (in accordance with its court-ordered enhanced powers) on behalf of the Debtor Companies and the Interim Lender dated as of November 13, 2024 (the “**Term Sheet**”).
46. The Monitor, on behalf of the Debtor Companies is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs, and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Monitor on behalf of the Debtor Companies’ are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities, and obligations to the Interim Lender under and pursuant to the Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.



47. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the **“Interim Lender’s Charge”**) on the Property to secure all obligations under the Term Sheet and/or Definitive Documents incurred on or after the date of this Order which charges shall not exceed the aggregate amount advanced on or after the date of this Order under the Term Sheet and/or Definitive Documents. The DIP Lender’s Charge shall not secure any obligation existing before the date this Order is made. The Interim Lender’s Charge shall have the priority set out in paragraphs 48 and 50 hereof.
48. Notwithstanding any other provision of this Order:
- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;;
  - (b) upon the occurrence of an event of default under the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon **ten** days notice to the Monitor on behalf of the Debtor Companies, may exercise any and all of its rights and remedies against the Debtor Companies or the Property under or pursuant to the Term Sheet, Definitive Documents, and the Interim Lender's Charge, including without limitation, to cease making advances to the Monitor on behalf of the Debtor Companies and set off and/or consolidate any amounts owing by the Interim Lender to the Debtor Companies against the obligations of the Debtor Companies to the Interim Lender under the Term Sheet, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment, and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Debtor Companies and for the appointment of a trustee in bankruptcy of the Debtor Companies; and
  - (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Debtor Companies or the Property.

49. The Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Debtor Companies under the CCAA, or any proposal filed by the Debtor Companies under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents

## **VALIDITY AND PRIORITY OF CHARGES**

50. The priorities of the Administration Charge, and the Interim Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$250,000); and

Second – Interim Lender's Charge (to the maximum amount of \$500,000).

51. The filing, registration or perfection of the Administration Charge and the Interim Lender's Charge (collectively, the "**Charges**") shall not be required, and 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.
52. Each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.
53. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtor Companies shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Debtor Companies also obtains the prior written consent of the Monitor and the beneficiaries of Charges, or further order of this Court.
54. 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**") and/or the Interim Lender thereunder shall not otherwise be limited or impaired in any way by:

- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
- (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or
- (e) 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**") that binds the Debtor Companies, and notwithstanding any provision to the contrary in any Agreement:
  - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, including the New Facility Letter or the Definitive Documents, shall create or be deemed to constitute a new breach by the Debtor Companies of any Agreement to which it is a party;
  - (ii) 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, the Debtor Companies execution, delivery or performance of the New Facility Letter or the Definitive Documents; and
  - (iii) the payments made by the Debtor Companies pursuant to this Order, including pursuant to the New Facility Letter or the Definitive Documents, 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.



## ALLOCATION

55. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the various assets comprising the Property.

## SERVICE AND NOTICE PROTOCOL

56. The Monitor shall (i) without delay, publish in the *National Post*, the *Globe and Mail* (National Edition), the *Dallas Morning News*, and subject to the Monitor's discretion, *The Straits Times*, *Philippine Daily Inquirer*, *Star Media Group Berhad* and the *South China Morning Post* a notice containing the information prescribed under the CCAA as well as particulars of the Comeback Hearing and the potential expansion of the Interim Lender's Charge to attach to the interest of the Offshore Investors; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Debtor Companies of more than \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.
57. The Monitor shall establish a case website in respect of the within proceedings at **alvarezandmarsal.com/A2A** (the "**Monitor's Website**").
58. The Monitor, on its own behalf and on behalf of the Debtor Companies, is at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence to all investors, by posting notice of these proceedings, the Monitor's Website and contact information for Investor Counsel on the "Concerned A2A Investors" Facebook page at <https://www.facebook.com/groups/265791773886300/>, and where the Monitor deems appropriate, on LinkedIn and Reddit.
59. Any person that wishes to be served with any application and other materials in these proceedings by ordinary mail, courier, or electronic transmission must deliver to the

Monitor by way of ordinary mail, courier, or electronic transmission, a request to be added to the service list (the "**Service List**") to be maintained by the Monitor.

60. Where the Monitor takes the steps referenced in paragraphs 54 to 57 hereof in addition to effecting service on the Service List (together, the "**Notice Protocol**"), such notice shall be deemed good and sufficient service thereof for the purposes of any subsequent hearings scheduled in these proceedings.

### **COMEBACK HEARING**

61. A comeback application in these proceedings is hereby scheduled to be heard before this Honourable Court at 2:00 p.m. on November 21, 2024 (the "**Comeback Hearing**").

### **GENERAL**

62. The Monitor and Investor Counsel may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.
63. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
64. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager or a trustee in bankruptcy of the Debtor Companies, the Business or the Property.
65. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction, to give effect to this Order and to assist the Monitor on behalf of the Debtor Companies and on its own behalf, and the Monitor's 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 Monitor on behalf of the Debtor

Companies and 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 proceeding, or to assist the Monitor on behalf of the Debtor Companies and on its own behalf, and its respective agents in carrying out the terms of this Order.

66. 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 proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

67. Subject to local law, rules and regulations:

(a) The Monitor is hereby authorized and empowered to act as the foreign representative (in such capacity, the **"Foreign Representative"**) in respect of the within proceedings for the purpose of having these proceedings recognized and approved in a jurisdiction outside of Canada.

(b) The Foreign Representative is hereby authorized to apply for recognition of these proceedings, as necessary, in any jurisdiction outside of Canada, including in the United States Bankruptcy Court for the Northern District of Texas pursuant to Chapter 15 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

68. Any interested party (including the Debtor Companies and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice 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.

69. This Order and all of its provisions are effective as of <sup>3:05 pm</sup> ~~12:01 a.m.~~ <sup>Standard</sup> ~~Daylight~~ Time on the date of this Order



Justice of the Court of King's Bench of Alberta