

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) THURSDAY, THE 18TH DAY
)
JUSTICE DIETRICH) OF MARCH, 2021

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

**AND IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF
2607380 ONTARIO INC.**

Applicant

ORDER

(Termination of CCAA Proceeding)

THIS MOTION made by Meridian Credit Union Limited (“**Meridian**”) for an Order amending the Order of Justice Conway dated February 25, 2020 to permit Meridian to commence and proceed with its application (the “**Application**”) to appoint msi Spergel Inc. (“**Spergel**”) as receiver and manager (in such capacity, the “**Receiver**”) of all of the assets, undertakings and properties (the “**Property**”) of 2607380 Ontario Inc. (“**260**”) and terminating the CCAA proceedings commenced by 260, was heard this day by judicial videoconference via Zoom due to the COVID-19 emergency.

ON READING the affidavit of Bernhard Huber sworn March 16, 2021 and the Exhibits thereto and on hearing the submissions of counsel for Meridian, counsel for the 260, and those other parties listed on the counsel slip, no one else appearing for any other party although duly served as appears from the affidavit of service of Heather Fisher sworn March 16, 2021, and on reading the consent of Spergel to act as the Receiver,

APPROVAL OF MONITOR'S FEES AND ACTIVITIES

1. **THIS COURT ORDERS THAT** the Fifth Report, and the Monitor's activities as set out in the Fifth Report 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 use in any way such approval.
2. **THIS COURT ORDERS** that the fees and disbursements of the Monitor, as described in the Fifth Report and set out in the affidavit of Paul van Eyk sworn March 17, 2021 are hereby approved.
3. **THIS COURT ORDERS** that the fees and disbursements of Bennett Jones LLP ("**Bennett Jones**"), counsel to the Monitor, as described in the Fifth Report and set out in the affidavit of Raj Sahni sworn March 17, 2021 are hereby approved.

TERMINATION OF CCAA PROCEEDINGS

4. **THIS COURT ORDERS AND DECLARES** that the proceedings of the Debtor under the *Companies Creditors' Arrangement Act* (Canada) (the "**CCAA Proceedings**") are hereby terminated.
5. **THIS COURT ORDERS AND DECLARES** that the Director's Charge as defined in the Amended and Restated Initial Order of Justice Conway dated March 6, 2020 (the "**Amended and Restated Initial Order**") granted in the CCAA Proceedings is hereby terminated, discharged and released.

DISCHARGE OF MONITOR

6. **THIS COURT ORDERS AND DECLARES** that Richter Advisory Group Inc. ("**Richter**") is hereby discharged from its duties as Monitor in the CCAA Proceedings and released from all claims relating to its activities as Monitor, whether before or after the date of this Order.
7. **THIS COURT ORDERS** that, in addition to the protections in favour of the Monitor as set out in the Amended and Restated Initial Order, in any other Order of this Court in

the CCAA Proceedings or the CCAA, Richter, whether in its capacity as Monitor or otherwise, Bennett Jones, and their respective affiliates and officers, directors, partners, employees and agents (collectively, the "**Released Parties**") are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of this Order in any way relating to, arising out of or in respect of the CCAA Proceedings (collectively, the "**Released Claims**"), and any such Released Claims are hereby released, stayed, extinguished and forever barred and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any gross negligence or willful misconduct on the part of the Released Parties.

8. **THIS COURT ORDERS** that notwithstanding its discharge as provided for above, the Monitor is hereby authorized, directed and empowered to perform such functions and provide such services to the Receiver as the Receiver may reasonably and expressly require to complete all matters incidental to the termination of these CCAA Proceedings and the transition to receivership (the "**Transition Services**") and that the Receiver shall pay the Monitor its reasonable fees and disbursements, in each case at the Monitor's standard rates and charges for the provision of these Transition Services.

9. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against Richter in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on at least seven (7) days' prior written notice to Richter and upon further order securing, as security for costs, the full indemnity costs of the Monitor in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

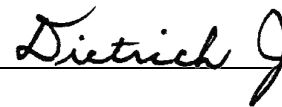
10. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, nothing contained in this Order shall affect, vary, derogate from or amend any of the protections in favour of the Monitor at law or pursuant to the Amended and Restated Initial Order.

PRIORITY OF CHARGES

11. **THIS COURT ORDERS** that the Administration Charge and the DIP Charge previously granted by this Court in the CCAA Proceedings shall continue to charge the Property and the priority of the Administration Charge and the DIP Charge, in relation to the Receiver's Charge and the Receiver's Borrowing Charge granted in the Order made this day in the proceedings identified in the files of the court as Court File No. CV-21-00659019-00CL, shall be as follows:

- (a) First — Administration Charge;
- (b) Second — Receiver's Charge;
- (c) Third – DIP Charge; and
- (d) Fourth — Receiver's Borrowings Charge.

12. **THIS COURT ORDERS** that, following payment by the Receiver to the Monitor of all amounts secured by the Administration Charge, as modified by paragraph 11(a) above, the Monitor shall serve on the Service List, post on the Monitor's website, and file with the Court a certificate substantially in the form attached hereto as Schedule "A" (the "**Admin Charge Certificate**"), and that upon the filing of the Admin Charge Certificate the Administration Charge shall be terminated, discharged and released.



Schedule "A"

ADMIN CHARGE CERTIFICATE

WHEREAS pursuant to the Order of this Court dated February 25, 2020, Richter Advisory Group Inc. was appointed as the monitor (the "**Monitor**") of the Applicant in the within CCAA proceedings (the "**CCAA Proceedings**");

AND WHEREAS pursuant to the Order of this Court dated March 18, 2021, the CCAA Proceedings were terminated (the "**Termination Order**");

AND WHEREAS paragraph 12 of the Termination Order requires that, upon payment in full of the claims secured by the Administration Charge as amended by the Termination Order, the Monitor shall serve on the service list in the CCAA Proceedings and post on the website established by the Monitor in respect of these proceedings a certificate, signed by the Monitor, certifying same;

AND WHEREAS the Monitor has received an acknowledgement of payment in full of the claims secured by the Administration Charge as amended by the Termination Order;

AND WHEREAS all capitalized terms used but not defined herein shall have the meanings given to them in the Termination Order;

THE MONITOR HEREBY CERTIFIES that:

1. The Monitor has received an acknowledgement of payment in full of the claims secured by the Administration Charge as amended by the Termination Order;
2. Upon the filing of this Monitor's Discharge Certificate the Administration Charge as amended by the Termination Order shall be terminated, discharged, expunged and released.
3. This Certificate is delivered by the Monitor on _____, 2021.

Richter Advisory Group Inc., solely in its capacity as court appointed monitor of the Applicant, and not in its personal capacity or in any other capacity

Per:

Name:

Title:

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PROCEEDING COMMENCED AT TORONTO

ORDER

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