



Court File No. CV-22-00691990-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 30 th
	)	
JUSTICE CAVANAGH	)	DAY OF JUNE, 2026

B E T W E E N:

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 1000156489 ONTARIO INC.

Applicant

ORDER
(CCAA TERMINATION)

THIS MOTION, made by Alvarez & Marsal Canada Inc. (“**A&M**”), in its capacity as Court-appointed monitor (in such capacity, the “**Monitor**”) of 1000156489 Ontario Inc. (f/k/a DCL Corporation) (the “**Company**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the “**CCAA**”), for an order, *inter alia*, (i) approving the Twelfth Report (as hereinafter defined) and the activities described therein; (ii) approving the fees and disbursements of the Monitor and Osler, Hoskin and Harcourt LLP (“**Monitor’s Counsel**”), as described in the Twelfth Report (as hereinafter defined) and the affidavits sworn in support thereof; (iii) discharging Ursel Phillips Fellows Hopkinson LLP (“**UPFH**”) as Representative Counsel; (iv) terminating these proceedings under the CCAA upon the Monitor’s service of the Monitor’s Termination Certificate (as hereinafter defined) on the service list in these CCAA proceedings (the “**Service List**”); (v) discharging A&M as Monitor at the CCAA Termination Time (as hereinafter defined); (vi) terminating the Charges (as hereinafter defined) at the CCAA Termination Time;

(vii) approving certain releases; and (viii) extending the Stay Period, was heard this day by Zoom videoconference,

ON READING the Motion Record of the Monitor, the Twelfth Report of the Monitor dated June 23, 2026 and the appendices attached thereto (the “**Twelfth Report**”), the affidavit of Joshua Nevsky sworn June 23, 2026 and the exhibits thereto (the “**Nevsky Fee Affidavit**”), the affidavit of Martino Calvaruso sworn June 23, 2026 and the exhibits thereto (the “**Calvaruso Fee Affidavit**”), and on hearing the submissions of counsel for the Monitor, and those other parties present, no one else appearing although duly served as appears from the affidavit of service of Marleigh Dick affirmed June 24, 2026:

DEFINED TERMS

1. **THIS COURT ORDERS** that all terms capitalized but not defined herein shall have the meanings ascribed to such terms in the Twelfth Report or the Amended and Restated Initial Order dated December 29, 2022 (as amended from time to time, the “**Amended and Restated Initial Order**”), as applicable.

SERVICE

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF MONITOR’S REPORTS AND ACTIVITIES

3. **THIS COURT ORDERS** that the Twelfth Report and the actions, conduct and activities of the Monitor set out therein, be and are hereby ratified and approved. 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.

APPROVAL OF FEES AND DISBURSEMENTS

4. **THIS COURT ORDERS** that the fees and disbursements of the Monitor for the period from January 18, 2026 to June 13, 2026, as set out in the Nevsky Fee Affidavit, are hereby approved.

5. **THIS COURT ORDERS** that the fees and disbursements of the Monitor's Counsel for the period from January 1, 2026 to June 13, 2026, as set out in the Calvaruso Fee Affidavit, are hereby approved.

6. **THIS COURT ORDERS** that the Estimated Remaining Fees (as defined in the Twelfth Report) of the Monitor and the Monitor's Counsel in connection with the completion by the Monitor of its remaining duties and administration of these CCAA proceedings are hereby approved, and the Monitor and the Monitor's Counsel shall not be required to pass their accounts in respect of any further activities in connection with the completion by the Monitor of its remaining duties and administration of these CCAA proceedings.

DISCHARGE OF REPRESENTATIVE COUNSEL

7. **THIS COURT ORDERS** that, effective as of the CCAA Termination Time, Ussel Phillips Fellows Hopkinson LLP, in its capacity as Court-appointed Representative Counsel, shall be and is hereby discharged from its duties as Representative Counsel, and that UPFH shall have no further obligations as Representative Counsel and no liability of any nature or kind whatsoever resulting from having acted in its capacity as Representative Counsel, provided that, notwithstanding its discharge as Representative Counsel, UPFH shall have the authority to carry out, complete or address any matters in its role as Representative Counsel that are ancillary or incidental to these CCAA proceedings, following the CCAA Termination Time, as required.

TERMINATION OF CCAA PROCEEDINGS

8. **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 certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed to the satisfaction of the Monitor, these CCAA proceedings shall be automatically terminated without any further Order or act or formality (the "**CCAA Termination Time**"), save and except as expressly provided in this Order, and provided that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any actions or steps taken by any Person in connection therewith.

9. **THIS COURT ORDERS** that the Monitor shall file a copy of the Monitor's Termination Certificate with the Court and post a copy of the Monitor's Termination Certificate on the Monitor's Website as soon as is practicable following the CCAA Termination Time.

DISCHARGE OF MONITOR

10. **THIS COURT ORDERS** that effective at the CCAA Termination Time, A&M 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 the CCAA Termination Time; provided that, notwithstanding its discharge as Monitor, A&M 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, (collectively, the "**Monitor Incidental Matters**") (which, for greater certainty, shall include filing an assignment in bankruptcy for and on behalf of the Applicant and any steps taken incidental thereto, pursuant to the terms of the Expansion of Monitor's Powers Order dated May 8, 2023) and, in each case, the Monitor is hereby authorized to execute, endorse, and file, for and on behalf and in the name of the Company, any documents or instruments of whatever nature as may be necessary or desirable in connection therewith. In completing any such Monitor Incidental Matters, A&M 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 A&M in its capacity as Monitor, 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.

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 A&M 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 Amended and Restated Initial Order, or any other Order of this Court in these CCAA proceedings or otherwise, all of which are expressly continued and confirmed following the CCAA Termination Time, including in connection with the Monitor Incidental Matters and any other actions taken by

A&M following the CCAA Termination Time with respect to the Company or these CCAA proceedings.

TERMINATION OF ADMINISTRATION CHARGE

12. **THIS COURT ORDERS** that the Administration Charge shall be and is hereby terminated, released and discharged effective as of the CCAA Termination Time without any further act or formality.

RELEASES

13. **THIS COURT ORDERS** that, effective at the CCAA Termination Time, A&M in its capacity as Monitor and in its personal capacity, its legal counsel, and each of their respective affiliates and current and former officers, directors, partners, employees, advisors and agents, as applicable (collectively, the “**Released Parties**” and each a “**Released Party**”) shall be and are hereby forever irrevocably released and discharged from any and all claims that any Person may have or be entitled to assert against the Released Parties now or hereafter, whether direct or indirect, known or unknown, foreseen or unforeseen, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based on statute or otherwise, based in whole or in part on any act or omission, transaction, dealing or other occurrence in any way relating to, arising out of, or in respect of, these CCAA proceedings and/or with respect to their respective conduct in these CCAA proceedings, including any actions required or steps taken in carrying out any Monitor Incidental Matters or any other actions taken by A&M or its counsel following the CCAA Termination Time with respect to the Company or these CCAA proceedings (collectively, the “**Released Claims**”), and any such Released Claims are hereby fully, finally, irrevocably and permanently released, discharged, stayed, extinguished, waived, cancelled and forever barred against the Released Parties, and the Released Parties shall have no liability in respect thereof; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar any claim or liability finally determined to be the

result of any gross negligence, fraud or wilful misconduct on the part of the applicable Released Party.

14. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against any Released Party in any way arising from or related to its respective Released Claim(s), except with prior leave of this Court on at least seven (7) days' prior written notice to the applicable Released Parties.

EXTENSION OF THE STAY PERIOD

15. **THIS COURT ORDERS** that the Stay Period be and is hereby extended until and including the CCAA Termination Time.

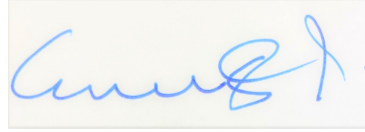
GENERAL

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

17. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Monitor, the Company and their 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 Company and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Company and the Monitor and their respective agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that each of the Monitor and Company be 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 Canada.

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



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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
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Applicant

MONITOR'S TERMINATION CERTIFICATE

RECITALS

- A. Alvarez & Marsal Canada Inc. ("**A&M**") was appointed as the Monitor (in such capacity, the "**Monitor**") of the Applicant 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 Initial Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated December 20, 2022 (Court File No. CV-22-00691990-00CL).
- B. Pursuant to an Order of the Court dated June [30], 2026 (the "**CCAA Termination Order**"), among other things, A&M shall be discharged as Monitor and these CCAA proceedings shall be automatically terminated upon the service of this Monitor's Termination Certificate on the service list in these CCAA proceedings, all in accordance with the terms of the CCAA Termination Order.

THE MONITOR HEREBY CERTIFIES the following:

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

ACCORDINGLY, the CCAA Termination Time (as defined in the CCAA Termination Order) has occurred.

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

**ALVAREZ & MARSAL CANADA
INC.**, solely in its capacity as the Monitor
of the Applicant and not in its personal or
corporate capacity

Per: _____

Name:

Title:

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

Court File No.: CV-22-00691990-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
1000156489 ONTARIO INC.**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**
Proceeding commenced at Toronto

**ORDER
(CCAA TERMINATION)**

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Counsel for Alvarez & Marsal Canada Inc., solely in
its capacity as Monitor of 1000156489 Ontario Inc.
(f/k/a DCL Corporation) and not in its personal or
corporate capacity