

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

**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  
ARRANGEMENT OF DCL CORPORATION

Applicant

**MOTION RECORD OF THE MONITOR  
(Expansion of Monitor's Powers Order)**

May 3, 2023

**OSLER, HOSKIN & HARCOURT LLP**  
100 King Street West  
1 First Canadian Place  
Suite 6200, P.O. Box 50  
Toronto ON M5X 1B8

**Marc Wasserman** (LSO# 44066M)  
Email: [MWasserman@osler.com](mailto:MWasserman@osler.com)

**Martino Calvaruso** (LSO# 57359Q)  
Email: [MCalvaruso@osler.com](mailto:MCalvaruso@osler.com)

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

TO: **SERVICE LIST**

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

**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  
ARRANGEMENT OF DCL CORPORATION (the “**Applicant**”)

**SERVICE LIST**  
(as at May 3, 2023)

<p><b>BLAKE, CASSELS &amp; GRAYDON LLP</b> 199 Bay Street Suite 4000, Commerce Court West Toronto, ON M5L 1A9</p> <p><b>Linc Rogers</b>, LSO #43562N Tel: 416-863-4168 Email: linc.rogers@blakes.com</p> <p><b>Milly Chow</b>, LSO #35411D Tel: 416-863-2594 Email: milly.chow@blakes.com</p> <p><b>Alexia Parente</b>, LSO #81927G Tel: 416-863-2417 Fax: 416-863-2653 Email: alexia.parente@blakes.com</p> <p><i>Canadian Counsel for the Applicant</i></p>	<p><b>KING &amp; SPALDING LLP</b> 1180 Peachtree Street NE, Suite 1600 Atlanta, GA 30309</p> <p><b>Jeff Dutson</b> Tel: 404-572-2803 Email: jdutson@kslaw.com</p> <p><b>Michael Handler</b> Tel: 212-556-2286 Email: mhandler@kslaw.com</p> <p><i>US Counsel for the DCL US entities</i></p>
<p><b>RICHARDS, LAYTON &amp; FINGER, PA</b> 920 N. King Street Wilmington, DE 19801</p> <p><b>Mark Collins</b> Tel: 302-651-7531 Email: collins@rlf.com</p> <p><b>Amanda Steele</b> Tel: 302-651-7838 Email: steele@rlf.com</p> <p><i>Delaware Counsel to the DCL US entities</i></p>	<p><b>DCL CORPORATION</b> 1 Concorde Gate, Suite 608 Toronto, ON M3C 3N6</p> <p><b>c/o Scott Davido</b> Chief Restructuring Officer Tel: 312-925-0759 Email: scott.davido@ankura.com</p> <p><i>Applicant</i></p>

<p><b>ALVAREZ &amp; MARSAL CANADA INC.</b>          Royal Bank Plaza, South Tower          200 Bay Street, Suite 2900          P.O. Box 22          Toronto, ON M5J 2J1</p> <p><b>Josh Nevsky</b>          Tel: 416-847-5161          Email: jnevsky@alvarezandmarsal.com</p> <p><b>Stephen Ferguson</b>          Tel: 416-847-5162          Email: sferguson@alvarezandmarsal.com</p> <p><b>Stephen Moore</b>          Tel: 416-847-5167          Email: smoore@alvarezandmarsal.com</p> <p><i>CCAA Monitor</i></p>	<p><b>OSLER, HOSKIN &amp; HARCOURT LLP</b>          100 King Street West          1 First Canadian Place, Suite 6200          P.O. Box 50          Toronto, ON M5X 1B8</p> <p><b>Marc Wasserman</b>          Tel: 416-862-4908          Email: mwasserman@osler.com</p> <p><b>Martino Calvaruso</b>          Tel: 416-862-6665          Email: mcalvaruso@osler.com</p> <p><b>Tiffany Sun</b>          Tel: 416-862-4932          Email: tsun@osler.com</p> <p><i>Counsel to CCAA Monitor</i></p>
<p><b>ANKURA CONSULTING GROUP</b>          485 Lexington Avenue, 10<sup>th</sup> Floor          New York, NY 10017</p> <p><b>Jonathan Morrison</b>          Tel: 212-818-1555          Email: jonathan.morrison@ankura.com</p> <p><b>Jared Rapoport</b>          Tel: 312-252-9541          Email: jared.rapoport@ankura.com</p> <p><i>Financial Advisor to the Applicant</i></p>	<p><b>TM CAPITAL</b>          641 Lexington Avenue          New York, NY 10022</p> <p><b>Anthony Giorgio</b>          Tel: 212-809-1428          Email: agiorgio@tmcapital.com</p> <p><b>Tabb Neblett</b>          Tel: 404-995-6249          Email: tneblett@tmcapital.com</p> <p><i>Investment Banker to the Applicant</i></p>
<p><b>OTTERBOURG P.C.</b>          230 Park Avenue          New York, NY 10169</p> <p><b>David W. Morse</b>          Tel: 212-905-3641          Email: dmorse@otterbourg.com</p> <p><b>Daniel Fiorillo</b>          Tel: 212-905-3616          Email: dfiorillo@otterbourg.com</p> <p><b>Chad Simon</b>          Tel: 212-905-3656          Email: csimon@otterbourg.com</p> <p><i>Counsel to Wells Fargo Bank, N.A., as          Pre-Petition Agent and DIP Agent</i></p>	<p><b>GOODMANS LLP</b>          Bay Adelaide Centre – West Tower          333 Bay Street, Suite 3400          Toronto, ON M5H 2S7</p> <p><b>Joe Latham</b>          Tel: 416-597-4211          Email: jlatham@goodmans.ca</p> <p><b>Erik Axell</b>          Tel: 416-840-2579          Email: eaxell@goodmans.ca</p> <p><i>Canadian Counsel to Wells Fargo Bank, N.A.,          as Pre-Petition Agent and DIP Agent</i></p>

<p><b>WOMBLE BOND DICKINSON</b> 1313 North Market Street, Suite 1200 Wilmington, DE 19801</p> <p><b>Matthew P. Ward</b> Tel: 302-252-4338 Email: matthew.ward@wbd-us.com</p> <p><i>Delaware Counsel to Wells Fargo Bank, N.A., as Pre-Petition Agent and DIP Agent</i></p>	<p><b>WILLKIE FARR &amp; GALLAGHER LLP</b> 787 Seventh Avenue New York, NY 10019</p> <p><b>Jeffrey Pawlitz</b> Tel: 212-728-8223 Email: jpawlitz@willkie.com</p> <p><b>Daniel Durschlag</b> Tel: 212-728-8665 Email: ddurschlag@willkie.com</p> <p><b>Betsy Feldman</b> Tel: 212-728-8633 Email: bfeldman@willkie.com</p> <p><i>US Counsel to Term Loan Lenders and Term Loan Agent</i></p>
<p><b>CASSELS, BROCK &amp; BLACKWELL LLP</b> Suite 2100, Scotia Plaza 40 King Street West Toronto, ON M5H 3C2</p> <p><b>Ryan Jacobs</b> Tel: 416-860-6465 Email: rjacobs@cassels.com</p> <p><b>Joseph Bellissimo</b> Tel: 416-860-6572 Email: jbellissimo@cassels.com</p> <p><b>Michael Wunder</b> Tel: 416-860-6484 Email: mwunder@cassels.com</p> <p><b>Shayne Kukulowicz</b> Tel: 416-860-6463 Email: skukulowicz@cassels.com</p> <p><i>Canadian Counsel to Term Loan Lenders and Term Loan Agent</i></p>	<p><b>YOUNG CONAWAY STARGATT &amp; TAYLOR, LLP</b> Rodney Square 1000 North King Street Wilmington, DE 19801</p> <p><b>Edmon L. Morton</b> Tel: 302-571-6637 Email: emorton@ycst.com</p> <p><b>Matthew B. Lunn</b> Tel: 302-571-6646 Email: mlunn@ycst.com</p> <p><i>Delaware Counsel to Term Loan Lenders and Term Loan Agent</i></p>
<p><b>FTI CONSULTING</b> 1166 Avenue of the Americas, 15<sup>th</sup> Floor New York, NY 10036</p> <p><b>John Strek</b> Tel: 212-813-1726 Email: john.strek@fticonsulting.com</p> <p><i>Financial Advisor to Term Loan Lenders</i></p>	<p><b>DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.</b> c/o T4557 PO Box 4557 Stn A Toronto, ON M5W 0K1</p> <p>Email: lossrecovery@leasedirect.com</p>

<b>IBT LOCAL UNION NO. 1979</b> 263 – 1885 Clements Road Pickering, ON L1W 3V4  <b>Steve Rodriguez</b> , Principal Officer Email: srodriguez.teamsters1979@gmail.com	<b>GOWLING WLG</b> 100 King Street West, Suite 1600 Toronto, ON M5X 1G5  <b>David F.W. Cohen</b> Tel: 416-369-6667 Email: david.cohen@gowlingwlg.com  <i>Counsel to KNRV Investments Inc.</i>
<b>THORNTON GROUT FINNIGAN LLP</b> 100 Wellington Street West Suite 3200, TD West Tower Toronto, ON M5K 1K7  <b>D.J. Miller</b> Email: djmiller@tgf.ca  <b>Alexander Soutter</b> Email: asoutter@tgf.ca  <i>Counsel to HSBC Bank Canada</i>	<b>CITIBANK EUROPE PLC</b> 1 North Wall Quay Dublin, Ireland  <b>Davinia Conlan</b> Email: davinia.conlan@citi.com
<b>BNP PARIBAS</b> Dublin Branch Termini, 3 Arkle Road Sandyford, Dublin, Ireland D18 T6T7  Email: dublintradeservices@bnpparibas.com	<b>MARK VINCENT</b>  Email: drmark.vincent@gmail.com
<b>BENNETT JONES LLP</b> 100 King Street West 1 First Canadian Place, Suite 3400 Toronto, ON M5X 1A4  <b>Jesse Mighton</b> Tel: 416-777-6255 Email: mightonj@bennettjones.com  <i>Counsel to Hammond Group, Inc.</i>	<b>McCARTHY TETRAULT LLP</b> TD Bank Tower, Box 48 66 Wellington Street West, Suite 5300 Toronto, Ontario M5K 1E6  <b>Heather Meredith</b> Tel: 416-601-8342 Email: hmeredith@mccarthy.ca  <b>Sanee Tanvir</b> Email: stanvir@mccarthy.ca  <i>Counsel to Vale Canada Limited</i>
<b>PROSPECT CAPITAL CORPORATION</b> 10 East 40th Street, 42nd Floor New York, NY 10016  Attention: Gabe Lewis Email: glewis@prospectcap.com	<b>REGENT STREET CAPITAL</b> 50 Exeter Road Ajax, ON L1S 2K1  <b>Mitch Wolfe</b> Email: regentstreetcap@gmail.com

<p><b>GOWLING WLG</b> One King Street West, Suite 1500 Hamilton, ON L8P 1A4</p> <p><b>Kevin Kolumbus</b> Tel: 905-540-3290 Email: kevin.kolumbus@gowlingwlg.com</p> <p><b>Christoph Heinemann</b>, Law Clerk Tel: 905-540-2465 Email: christoph.heinemann@gowlingwlg.com</p> <p><i>Counsel to Unique Chemical Limited</i></p>	
---	--

*Landlords:*

<p><b>CHARANE LIMITED</b> <b>c/o Strategic Property Management</b> 1097 North Service Road East, Suite 200 Oakville, ON L6H 1A6</p> <p><b>Dane Fader</b> Managing Partner Email: dfader@strategiccpm.ca</p> <p><i>Mississauga Warehouse (2597 Wharton Glen Avenue, Mississauga)</i></p>	<p><b>FENGATE CCC HOLDINGS LP</b> TD North Tower 77 King Street West, Suite 3410 Toronto, ON M5K 1H1</p> <p><b>Joseph Itner</b> Email: joe.itner@fengate.com</p> <p><b>Rachna Morgado</b> Email: rachna.morgado@fengate.com</p> <p><b>Puiu Morariu</b> Email: puiu.morariu@fengate.com</p> <p><i>Head Office</i></p>
<p><b>KLOTZ ASSOCIATES</b> 121 Richmond Street West, Suite 405 Toronto, ON M5H 2K1</p> <p><b>Bob Klotz</b> Tel: 416-360-4500 x206 Email: bobklotz@klotzassociates.com</p> <p><i>Lawyers for 813182 Ontario Inc. Mississauga Plant (2615 Wharton Glen Avenue, Mississauga)</i></p>	

*Third Party Distribution Centre:*

<b>PINNACLE TRANSPORTATION SERVICES LTD.</b> P.O. Box 1032 617 Douro Street Stratford, ON N5A 6W4  <b>Chad Blum</b> , General Manager Email: chadb@pinnacletransportation.com  <b>Irene Meecham</b> Email: irenem@pinnacletransportation.com	
---	--

*Ministries / Regulatory Authorities:*

<b>DEPARTMENT OF JUSTICE CANADA</b> 130 King Street West, Suite 3400 Toronto, Ontario M5X 1K6  <b>Diane Winters</b> , General Counsel Tel: 416-973-3172 Email: diane.winters@justice.gc.ca  <b>Pat Confalone</b> Tel: 416-952-8563 Email: pat.confalone@justice.gc.ca	<b>MINISTRY OF FINANCE (ONTARIO)</b> Legal Services Branch 33 King Street West, 6th Floor Oshawa, Ontario L1H 8H5  Email: insolvency.unit@ontario.ca
<b>MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS</b> c/o Legal Services Branch 135 St. Clair Avenue West, 10 <sup>th</sup> Floor Toronto, ON M4V 1P5  <b>Nadine Harris</b> Email: nadine.harris@ontario.ca	<b>FINANCIAL SERVICES REGULATORY AUTHORITY</b> 5160 Yonge Street, Suite 1700 Toronto, ON M2N 6L9  <b>Jordan Solway</b> Executive Vice President, Legal & Enforcement Email: jordan.solway@fsrao.ca

*Plaintiff's Counsel for Outstanding Litigation Against the Applicant:*

<b>WILTON MARTIN LITIGATION LAWYERS</b> 65 Queen Street West, Suite 1503 Toronto, ON M5H 2M5  <b>Paul Martin</b> Email: pmartin@wmlitigation.com	<b>CALEY WRAY</b> 65 Queen Street West, Suite 1600 Toronto, ON M5H 2M5  <b>Micheil Russell</b> Tel: 416-775-4679 Email: russellm@caleywrap.com
---	--

<b>MARVIN A. GORODENSKY PROFESSION CORPORATION</b> 45 St. Clair Avenue West, Suite 908 Toronto, ON M4V 1K9  <b>Marvin Gorodensky</b> Email: mgorodensky@dismissed.ca	<b>GB LAW PROFESSIONAL CORPORATION</b> 7777 Weston Road, Unit 162 Vaughan, ON L4L 0G9  <b>Godfrey Bakeerathan</b> Tel: 647-632-4105 Email: godfrey@gblawpc.com
---	--



**E-MAIL DISTRIBUTION LIST:**

linc.rogers@blakes.com; milly.chow@blakes.com; alexia.parente@blakes.com;  
 kevin.wu@blakes.com; nancy.thompson@blakes.com; jdutson@kslaw.com;  
 mhandler@kslaw.com; collins@rlf.com; steele@rlf.com; scott.davido@ankura.com;  
 jnevsky@alvarezandmarsal.com; sferguson@alvarezandmarsal.com;  
 smoore@alvarezandmarsal.com; asterling@alvarezandmarsal.com;  
 fmak@alvarezandmarsal.com; mwasserman@osler.com; mcalvaruso@osler.com;  
 tsun@osler.com; jonathan.morrison@ankura.com; jared.rapoport@ankura.com;  
 agiorgio@tmcapital.com; tneblett@tmcapital.com; dmorse@otterbourg.com;  
 dfiorillo@otterbourg.com; csimon@otterbourg.com; jlatham@goodmans.ca;  
 eaxell@goodmans.ca; matthew.ward@wbd-us.com; jpawlit@willkie.com;  
 ddurschlag@willkie.com; bfeldman@willkie.com; rjacobs@cassels.com;  
 jbellissimo@cassels.com; mwunder@cassels.com; skukulowicz@cassels.com;  
 emorton@ycst.com; mlunn@ycst.com; john.strek@fticonsulting.com;  
 lossrecovery@leasedirect.com; srodriguez.teamsters1979@gmail.com;  
 david.cohen@gowlingwlg.com; mklein1146@gmail.com; djmiller@tgf.ca; asoutter@tgf.ca;  
 rmanea@tgf.ca; davinia.conlan@citi.com; dublintradeservices@bnpparibas.com;  
 drmark.vincent@gmail.com; mightonj@bennettjones.com; hmeredith@mccarthy.ca;  
 stanvir@mccarthy.ca; edward.mazey@vale.com; glewis@prospectcap.com;  
 regentstreetcap@gmail.com; kevin.kolumbus@gowlingwlg.com;  
 christoph.heinemann@gowlingwlg.com; dfader@strategicpm.ca; joe.itner@fengate.com;  
 rachna.morgado@fengate.com; puii.morariu@fengate.com; bobklotz@klotzassociates.com;  
 janet.lamb5@gmail.com; chadb@pinnacletransportation.com;  
 irenem@pinnacletransportation.com; diane.winters@justice.gc.ca; pat.confalone@justice.gc.ca;  
 insolvency.unit@ontario.ca; nadine.harris@ontario.ca; jordan.solway@fsrao.ca;  
 pmartin@wmlitigation.com; russellm@caleywrap.com; mgorodensky@dismissed.ca;  
 godfrey@gblawpc.com;

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

**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  
ARRANGEMENT OF DCL CORPORATION

Applicant

**INDEX**

<b><u>Tab</u></b>	<b><u>Description</u></b>
1.	Notice of Motion, dated May 3, 2023
2.	Draft Expansion of Monitor's Powers Order

# TAB 1

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

**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  
ARRANGEMENT OF DCL CORPORATION

Applicant

**NOTICE OF MOTION  
(Expansion of Monitor's Powers Order)**

Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as court-appointed monitor of the Applicant (in such capacity, the "**Monitor**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), will make a Motion before the Honourable Mr. Justice Osborne of the Commercial List on May 8, 2023 at 11:00 a.m., or as soon after that time as the Motion can be heard.

**PROPOSED METHOD OF HEARING:** The Motion is to be heard

- ☐ In writing under subrule 37.12.1(1);
- ☐ In writing as an opposed motion under subrule 37.12.1(4);
- ☐ In person;
- ☐ By telephone conference;

[X] By video conference.

at the following location:

<https://ca01web.zoom.us/j/65979875939?pwd=VVRJZHVVVRWQ1cGdkRERtTGpRajNFUT09#success>

**THE MOTION IS FOR:**

1. An Order, substantially in the form of the draft order included in the Motion Record, among other things:

- (a) abridging the time for, and validating service of, this Notice of Motion and supporting materials such that the motion is properly returnable on May 8, 2023 and dispensing with further service thereof;
- (b) granting to the Monitor, the Expanded Powers<sup>1</sup> and additional protections;
- (c) declaring that the Canadian Designated Amount Portion (as defined in the Second Amended and Restated Sale Agreement) shall be held by the Monitor to conduct an orderly wind-down of the Applicant and to administer the CCAA Proceedings (defined below) (and any subsequent proceedings) until completion;
- (d) declaring that the CCAA Cash Pool (as defined in the Second Amended and Restated Sale Agreement) shall be held by the Monitor for the benefit of the

---

<sup>1</sup> All capitalized terms not otherwise defined have the meaning given to them in the Fifth Report of the Monitor dated May 3, 2023.

Applicant's estate in the CCAA Proceedings, including any costs to administer the CCAA Proceedings, pending further Order of this Court;

- (e) declaring that the Applicant meets the criteria prescribed by section 3.2 of the WEPP Regulations and that the Applicant's former employees are eligible to receive payments under and in accordance with the WEPP Act (as defined below);
- (f) amending the style of cause in the CCAA Proceedings; and
- (g) discharging the CRO (as defined below); and

2. Such further and other relief as to this Honourable Court may seem just.

**THE GROUNDS FOR THE MOTION ARE:**

***The Chapter 11 Proceedings and the CCAA Proceedings***

3. On December 20, 2022 (the "**Petition Date**"), 1000156489 Ontario Inc. (f/k/a DCL Corporation) ("**DCL Canada**" or the "**Applicant**") obtained an initial order (the "**Initial Order**") from the Ontario Superior Court of Justice (Commercial List) (the "**Court**") under CCAA. The proceedings commenced thereby are referred to herein as the "**CCAA Proceedings**". Among other things, the Initial Order appointed A&M as Monitor in the CCAA Proceedings;

4. On the Petition Date, HIG Colors Holdings and certain of its U.S.-based subsidiaries (collectively, "**DCL US**" or the "**Chapter 11 Debtors**") each filed voluntary petitions for relief under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**", and such proceedings, the "**Chapter 11**

**Proceedings**”). On December 22, 2022, the U.S. Bankruptcy Court granted a number of “first day orders” in the Chapter 11 Proceedings;

5. On December 29, 2022, the Applicant obtained an amended and restated Initial Order (the “**Amended and Restated Initial Order**”) that, among other things, approved the DIP Facility and the Final DIP Credit Agreement, and extended the Stay Period (each as defined in the Amended and Restated Initial Order);

6. The DCL Group conducted sales processes with the final phase commencing when the Applicant and the Chapter 11 Debtors (collectively, the “**Sellers**”) entered into an asset purchase agreement with Pigments Holdings, Inc. (including any permitted assignees, “**Pigments**”) dated as of December 22, 2022 (as amended, the “**Stalking Horse APA**”). The Stalking Horse APA was declared the “Successful Bid” on March 10, 2023;

7. On March 29, 2023, this Court issued an Order (the “**Approval and Vesting Order**”), which, among other things: (i) approved the sale transactions (collectively, the “**Transaction**”) contemplated by a second amended and restated asset purchase agreement dated as of March 28, 2023 (the “**Second Amended and Restated Sale Agreement**”), between the Sellers and Pigments; and (ii) extended the Stay Period until and including June 30, 2023;

8. Pursuant to and in accordance with the Approval and Vesting Order, upon delivery of the Monitor’s Certificate to Pigments, all of the Applicant’s right, title and interest in and to the Canadian Purchased Assets (as defined in the Second Amended and Restated Sale Agreement) vested in and to Pigments free and clear of any security, lien, charge or other restriction, other than the Permitted Encumbrances (as defined in the Approval and Vesting Order);

9. The Monitor's Certificate was issued by the Monitor on April 17, 2023;

***The Relief Sought in the Expanded Powers Order***

10. Notwithstanding that the Monitor's Certificate was delivered on April 17, 2023, the Sellers and Pigments both intended for the closing date of the Transaction to occur on April 14, 2023, and entered into an agreement deeming the closing to have occurred at 11:59 p.m. (Toronto time) on April 14, 2023 (the "**Effective Time Agreement**"). To give effect to the intention of the parties and the Effective Time Agreement, the Expansion of Monitor's Powers Order seeks to amend the date and time set forth in the Monitor's Certificate to 11:59 p.m. (Toronto time) on April 14, 2023, and to provide the Monitor with the authority to serve such amended Monitor's Certificate to the Service List and file a copy with this Court. No creditor or other stakeholder should be prejudiced by such amendments to the Monitor's Certificate;

11. The Monitor seeks the Expansion of Monitor's Powers Order to provide the Monitor with the powers necessary to, effectively and efficiently, administer the Applicant's estate following the closing of the Transaction and to complete the CCAA Proceedings (or any subsequent proceeding) and any related wind-down activities;

12. The Expanded Powers are the matters that the Monitor is best positioned to supervise and administer given that, following the closing of the Transaction, the Applicant no longer conducts business operations and no longer has any employees. Granting the Expanded Powers to the Monitor would be reasonable in the circumstances;



13. The Expansion of Monitor's Powers Order also seeks additional protections for the Monitor with respect to its carrying out of the Expanded Powers in connection with any and all potential environmental, employment and pension-related liabilities;

14. On closing of the Transaction, Pigments paid the Canadian Designated Amount Portion and CCAA Cash Pool to the Monitor. The Monitor would have the sole discretion to administer the Canadian Designated Amount Portion and the CCAA Cash Pool in accordance with the proposed Expansion of Monitor's Powers Order. The Canadian Designated Amount Portion provides sufficient liquidity through to the end of the Stay Period to administer the wind-down;

15. The Monitor also supports the declaration that DCL Canada is a former employer for the purposes of subsection 5(5) of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47 s. 1, as amended (the "**WEPP Act**"). The proposed WEPP Act declaration is intended to ensure that the Applicant's former employees who did not commence employment with Pigments such that they may be owed termination and severance pay, are able to access benefits under the WEPP Act at the earliest opportunity. If such declaration is made, the Monitor intends to work with the Applicant's former management to identify all employees that may be eligible for payments under the WEPP Act (the maximum amount of which for 2023 is CAD\$8,278.83) and assist eligible individuals in making submissions to Service Canada at the appropriate time;

16. Further, pursuant to the Second Amended and Restated Sale Agreement and the Approval and Vesting Order, following the closing of the Transaction, the Applicant's legal name was changed to 1000156489 Ontario Inc. The Expansion of Monitor's Powers Order seeks to amend the style of cause in the CCAA Proceedings to reflect the new name of the Applicant;

17. Lastly, pursuant to the proposed Expansion of Monitor's Powers Order, effective from and after the closing of the Transaction, Scott Davido, in his capacity as chief restructuring officer of the Applicant ("CRO"), would be discharged and released from his duties as the CRO. The CRO has been essential in facilitating the CCAA Proceedings and the Transaction, which resulted in the majority of the DCL Group's business (including the Applicant's) continuing for the benefit of a variety of its stakeholders;

***Other Grounds***

18. The provisions of the CCAA, and the statutory, inherent and equitable jurisdiction of this Honourable Court;

19. Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended, and section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended; and

20. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Motion:

1. The Fifth Report of the Monitor dated May 3, 2023; and

2. Such further and other evidence as counsel may advise and this Honourable Court may permit.

May 3, 2023

**OSLER, HOSKIN & HARCOURT LLP**

100 King Street West  
1 First Canadian Place  
Suite 6200, P.O. Box 50  
Toronto ON M5X 1B8

**Marc Wasserman** (LSO# 44066M)

Email: [MWasserman@osler.com](mailto:MWasserman@osler.com)

**Martino Calvaruso** (LSO# 57359Q)

Email: [MCalvaruso@osler.com](mailto:MCalvaruso@osler.com)

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

**TO: SERVICE LIST**

**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  
DCL CORPORATION**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**NOTICE OF MOTION  
(Expansion of Monitor's Powers Order)**

**OSLER, HOSKIN & HARCOURT LLP**

1 First Canadian Place, P.O. Box 50  
Toronto, ON M5X 1B8

**Marc Wasserman** (LSO# 44066M)

Email: [MWasserman@osler.com](mailto:MWasserman@osler.com)

**Martino Calvaruso** (LSO# 57359Q)

Email: [MCalvaruso@osler.com](mailto:MCalvaruso@osler.com)

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

## **TAB 2**

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR.	)	MONDAY, THE 8 <sup>TH</sup>
	)	DAY OF MAY, 2023
JUSTICE OSBORNE	)	

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 DCL CORPORATION (the “**Applicant**”)

**EXPANSION OF MONITOR’S POWERS ORDER**

**THIS MOTION** made by Alvarez & Marsal Canada Inc., in its capacity as the monitor of the Applicant (in such capacity, the “**Monitor**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an order, *inter alia*, (i) expanding the powers of the Monitor; (ii) changing the style of cause in these CCAA proceedings (the “**CCAA Proceedings**”); and (iii) granting related relief, was heard this day by judicial video conference via Zoom in Toronto, Ontario.

**ON READING** the materials filed, including the Notice of Motion and the Fifth Report of the Monitor dated May 3, 2023 (the “**Fifth Report**”), and on hearing submissions of counsel for the Applicant, the Monitor, and those other parties present, no one else appearing although duly served as appears from the affidavit of ● sworn May ●, 2023 filed.

## SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein be and is hereby abridged and validated so that the Motion is properly returnable today.

2. **THIS COURT ORDERS** that any capitalized terms used and not defined herein shall have the meaning ascribed to them in (a) the Amended and Restated Initial Order granted on December 29, 2022 in the CCAA Proceedings (the “**Amended and Restated Initial Order**”); (b) the Approval and Vesting Order granted on March 29, 2023 in the CCAA Proceedings (the “**Approval and Vesting Order**”); or (c) the Second Amended and Restated Sale Agreement dated as of March 28, 2023 (the “**Second Amended and Restated Sale Agreement**”), between the Applicant, as “Canadian Seller”, and its U.S. based related parties, as “US Sellers”, and Pigments Services, Inc. as “Purchaser” (including any permitted assignees, “**Pigments**”) as attached as Appendix “B” to the Fifth Report, as applicable.

## RESERVES

3. **THIS COURT ORDERS** that the Canadian Designated Amount Portion shall be held by the Monitor in an interest-bearing account and used to conduct an orderly wind-down of the Applicant and to administer the CCAA Proceedings (and any subsequent proceedings) until completion. Subject to further Order of this Court, the Monitor shall have the sole discretion to administer the Canadian Designated Amount Portion in accordance with this Order and any other Orders of this Court in the CCAA Proceedings. The only Claim or Encumbrance that shall attach to the Canadian Designated Amount Portion is the Administration Charge.

4. **THIS COURT ORDERS** that the CCAA Cash Pool shall be held by the Monitor in an interest-bearing account for the benefit of the Applicant’s estate in the CCAA Proceedings, including any costs to administer the CCAA Proceedings, pending further Order of this Court. Any surplus amounts received by the Applicant pursuant to paragraph 5(l) hereof shall be deemed to form part of the CCAA Cash Pool. The only Claims and Encumbrances that shall attach to the CCAA Cash Pool are those Claims and Encumbrances set forth in paragraph 7 of the Approval and Vesting Order.

## EXPANSION OF THE MONITOR'S POWERS

5. **THIS COURT ORDERS** that the Monitor, in addition to and without in any way limiting its powers set out in the Amended and Restated Initial Order, any other Order of this Court in the CCAA Proceedings, or under the CCAA or applicable law, is hereby authorized and empowered, but not obligated, *nunc pro tunc* to the Closing Date, to:

- (a) apply to this Court, on its own behalf or on behalf of the Applicant, for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order of this Court in the CCAA Proceedings, including for advice and directions with respect to any matter;
- (b) meet and consult with current or former management of (i) the Applicant and/or its affiliates; or (ii) Pigments and its affiliates, or any of their respective advisors, with respect to the carrying out of its powers and obligations under this Order or any other Order of this Court in the CCAA Proceedings;
- (c) receive, collect and take control of all property and assets owned or hereafter owned or owing to any of the Applicant, (i) which are not Purchased Assets for and on behalf of the Applicant and to sell or dispose of such property and assets in accordance with the Orders of this Court; and (ii) which are Purchased Assets for and on behalf of Pigments and to provide such property and assets to Pigments as applicable;
- (d) for and on behalf of the Applicant, to:
  - (i) perform, or cause the Applicant to perform, such functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Applicant in dealing with any winding-up, dissolution, liquidation or other activities, including, without limitation,
    - (A) entering into any agreements or disclaiming any agreements; and
    - (B) taking any other action necessary or appropriate to affect a winding-up, dissolution or liquidation of the Applicant, including



withdrawing the Applicant from qualification in any jurisdiction to do business and executing, acknowledging or filing all necessary or appropriate certificates or other documents with the appropriate governmental agency or unit on behalf of the Applicant;

- (ii) take control of the existing bank accounts of the Applicant (the “**Bank Accounts**”) and the funds credited thereto or deposited therein including, but not limited to, closing any or all of the Bank Accounts, and/or transferring any funds received into these Bank Accounts, which are not Purchased Assets, to accounts held in the name of the Monitor; provided that, the Monitor shall endeavor to cause the Applicant to perform the obligations of the Applicant with respect to such Bank Accounts, including the payment of any fees or expenses arising in the ordinary course from the use of the accounts and obligations under the Transition Services Agreement (as defined in the Fifth Report). Nothing in this Order or anything done by the Monitor in furtherance of its duties as Monitor shall create any obligation or liability on the part of the Monitor in respect of any amounts owing by the Applicant on account of payment of such fees or expenses; and the financial institutions maintaining such Bank Accounts shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken in accordance with the instructions of the Monitor or as to the use or application of funds transferred, paid, collected or otherwise dealt with in accordance with such instructions and such financial institutions shall be authorized to act in accordance with and in reliance upon such instructions without any liability in respect thereof to any person. For greater certainty and except to the extent that any of the terms of the documentation applicable to the Cash Management System are inconsistent with the authorities granted to the Monitor pursuant to this sub-paragraph, nothing in this Order shall or shall be deemed to derogate from, limit, restrict or otherwise affect the protections granted pursuant to the Amended and

Restated Initial Order in favour of any bank providing the Cash Management System to the Applicant; and

- (iii) exercise any shareholder, partnership, joint venture or other right or power, contractual or otherwise, which the Applicant may have, including any right or power of the Applicant set out herein or in any Order of this Court in the CCAA Proceedings, including in connection with the Transition Services Agreement;
- (e) have access to all books and records that are the property of the Applicant in the Applicant's possession or control as of the Closing Date;
- (f) cause the Applicant to remit or file, or take such actions necessary for the preparation and remittance or filing of, on behalf of and in the name of the Applicant, (i) any tax returns; (ii) the Applicant's employee-related remittances, T4 statements and records of employment for the Applicant's former employees; and (iii) any sales taxes associated with the transaction contemplated by the Second Amended and Restated Sale Agreement that were delivered to the Monitor by Pigments for such purpose, in any case, based solely upon the information in the Applicant's books and records and on the basis that the Monitor shall incur no liability or obligation to any person with respect to such returns, remittances, statements, records or other documentation;
- (g) cause the Applicant to claim, or claim on behalf of the Applicant, any and all rebates, refunds, and other amounts of tax (including sales taxes, capital taxes and income taxes) paid or payable by the Applicant;
- (h) provide instructions to counsel to the Applicant on behalf of the Applicant in connection with the wind-down or post-Closing matters related to the Transaction;
- (i) have the authority to sign such agreements, instruments and other documents on behalf of the Applicant as the Monitor deems appropriate, whether in the Monitor's name or in the name of and on behalf of the Applicant, including, without limitation, tax returns and tax filings;

- (j) take any and all corporate actions and actions regarding the governance of the Applicant and such actions taken by the Monitor are hereby authorized without requiring any further action or approval by any person, including any former directors or officers of the Applicant;
- (k) develop, facilitate and oversee a claims procedure for the identification and quantification of certain claims against the Applicant and the current and former directors and officers of the Applicant;
- (l) on behalf of the Applicant or on its own behalf, instruct and engage with any person regarding the Applicant's registered and non-registered pension, savings or retirement plans, and to the extent of any surplus assets held in connection with any of the Applicant's defined benefit pension plans, to apply for such assets to be allocated in accordance with each such plan's governing documents or as may otherwise be agreed with the applicable plan members or as ordered by the Court;
- (m) on behalf of the Applicant or on its own behalf, engage or continue to engage assistants or advisors or cause the Applicant to engage or continue to engage assistants or advisors as the Monitor deems necessary or desirable to carry out the terms of this Order, the Amended and Restated Initial Order or any other Order of this Court in the CCAA Proceedings, and such persons shall be deemed to be or shall continue to be "Assistants" under the Amended and Restated Initial Order;
- (n) pay from the Canadian Designated Amount Portion and the CCAA Cash Pool, in the name of and on behalf of the Applicant or in its own name, the fees, costs and expenses secured by the Administration Charge and/or incurred by the Monitor and the Applicant, in connection with post-Closing matters related to the Transaction, the wind-down of the Applicant and the administration of the CCAA Proceedings (and any subsequent proceedings) until completion; and
- (o) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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 Applicant, and without interference from any person.

6. **THIS COURT ORDERS** that the Applicant is authorized, at the discretion of the Monitor and at such time as the Monitor may determine, if at all, to make an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “BIA”), and the Monitor is hereby authorized and empowered, but not obligated, to file any such assignment in bankruptcy for and on behalf of the Applicant, and to take any steps incidental thereto. Alvarez & Marsal Canada Inc. is hereby authorized and empowered, but not obligated, to act as trustee in bankruptcy in respect of the Applicant.

#### **PROTECTIONS OF THE MONITOR**

7. **THIS COURT ORDERS** that, without limiting the provisions of the Amended and Restated Initial Order; (a) the Monitor shall not take possession of the Property or Business and shall not be deemed to have taken possession of the Property or Business, or any part thereof; and (b) the Monitor shall be entitled to rely on the books and records of the Applicant without independent investigation.

8. **THIS COURT ORDERS** that the Monitor shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the CCAA, the Amended and Restated Initial Order and any other Order of this Court in the CCAA Proceedings and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor in the fulfilment of its duties or the carrying out of the provisions of this Order. Nothing in this Order shall derogate from the powers of the Monitor as provided in the CCAA, the Amended and Restated Initial Order and the other Orders of this Court in the CCAA Proceedings.

9. **THIS COURT ORDERS** that, without limiting the provisions of the Amended and Restated Initial Order, all employees of the Applicant shall remain employees of the Applicant until such time as the employment of such employees is terminated.

10. **THIS COURT ORDERS** that nothing in this Order, and nothing done by the Monitor in carrying out its duties hereunder, shall result in, or be deemed to result in, the Monitor being an

employer, successor employer, responsible person, operator, officer, director, employee, receiver, trustee (unless assignments in bankruptcy are filed as contemplated by paragraph 6 hereof), assignee, liquidator, administrator, legal representative, receiver-manager or agent of the Applicant, in each case, within the meaning of any statute, regulation or rule of law, or equity, for any purpose whatsoever. Without limiting the foregoing, the Monitor shall not, as a result of this Order, or anything done pursuant to its powers pursuant to this Order, be deemed to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might 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*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and each of the respective regulations thereunder; provided however, if the Monitor is nevertheless found to be in possession of any Property, then the Monitor shall be deemed to be a person who has been lawfully appointed to take, or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the BIA and shall be entitled to the benefits and protections in relation to the Applicant and such Property as provided by section 14.06(2) of the BIA to a “trustee” in relation to an insolvent person and its property.

11. **THIS COURT ORDERS** that the Monitor shall not be liable for any employment-related liabilities of the Applicant, including any successor employer liabilities as provided for in section 11.8(1) of the CCAA. Nothing in this Order shall cause the Monitor to be liable for any employment-related liabilities of the Applicant, including wages, severance pay, termination pay, vacation pay, and pension, retirement or benefit obligations, or amounts, in each case whether arising under statute, contract, collective bargaining agreement, common law or otherwise. Without limiting the foregoing, the Monitor shall not, as a result of this Order, or with respect to anything done pursuant to its powers pursuant to this Order, be (a) deemed to be the “administrator” of any of the Applicant’s pension, savings or retirement plans; (b) liable for any pension-related liabilities or costs of the Applicant; or (c) liable for the actions or inactions of any person instructed by the Monitor, or otherwise appointed, in connection with the Applicant’s pension, savings or retirement plans.

12. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA, as an officer of this Court, under the Amended and Restated Initial Order or any other Order of this Court, the Monitor shall not incur any liability or obligation as a result of carrying out the provisions of this Order, save for gross negligence or wilful misconduct on its part, and the Monitor shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any person from and after the date of this Order, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on its part.

#### **COOPERATION WITH THE MONITOR**

13. **THIS COURT ORDERS** that Pigments and the Applicant, and their respective advisors and their current and former officers, directors, agents and representatives, shall reasonably co-operate with the Monitor in the exercise of its powers pursuant to this Order or any other Order of this Court in the CCAA Proceedings, and shall provide the Monitor with such reasonable assistance as the Monitor may request from time to time to enable the Monitor to carry out and discharge its powers as set out in this Order or any other Order of this Court in the CCAA Proceedings.

#### **WAGE EARNER PROTECTION PROGRAM ACT**

14. **THIS COURT ORDERS AND DECLARES** that that pursuant to subsections 5(1)(b)(iv) and 5(5) of the *Wage Earner Protection Program Act* (Canada), S.C. 2005, c. 47, s. 1 (“**WEPPA**”), the Applicant meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 and the Applicant’s former employees are eligible to receive payments under and in accordance with WEPPA following the termination of their employment.

**CHANGE OF STYLE OF CAUSE**

15. **THIS COURT ORDERS** that the style of cause in the within proceedings be and is hereby amended to the following:

**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.**

**AMENDED MONITOR'S CERTIFICATE**

16. **THIS COURT ORDERS AND DECLARES** that, pursuant to and in accordance with the Effective Time Agreement (as defined in and attached as Appendix "C" to the Fifth Report), the date and time set forth in the Monitor's Certificate shall be and is hereby amended to be 11:59 p.m. (Toronto time) on April 14, 2023 (as amended, the "**Amended Monitor's Certificate**"), and the Monitor shall be hereby authorized and directed to serve the Amended Monitor's Certificate on the Service List and to file the Amended Monitor's Certificate with this Court, and the Monitor shall have no liability whatsoever with respect to the Amended Monitor's Certificate.

**DISCHARGE OF CRO**

17. **THIS COURT ORDERS** that Scott Davido, in his capacity as CRO, shall be and is hereby discharged from his duties as the CRO from and after Closing of the Transaction and shall have no further duties or responsibilities as CRO of the Applicant.

18. **THIS COURT ORDERS AND DECLARES** that the CRO shall each be and hereby is (a) deemed to have satisfied all of his duties and obligations pursuant to all Orders made in the CCAA Proceedings; and (b) released and discharged from any and all liability that the CRO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the CRO while acting in its capacity as CRO save and except any gross negligence or willful misconduct. Without limiting the generality of the foregoing, effective immediately after Closing of the Transaction, the CRO, shall be forever released and discharged from any and all liability

relating to matters that were raised, or which could have been raised, within the CCAA Proceedings, save and except for any gross negligence or willful misconduct on the CRO's part.

#### **GENERAL**

19. **THIS COURT ORDERS** that, except as may be necessary to give effect to this Order, the Amended and Restated Initial Order remains in full force and effect and in the event of a conflict between the terms of this Order and those of the Amended and Restated Initial Order, the provisions of this Order shall govern.

20. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the Netherlands or the United Kingdom to give effect to this Order and to assist the Applicant and the Monitor and its 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, as an office of this Court and the Applicant, as may be necessary or desirable to give effect to this Order or to assist the Applicant and the Monitor and its agents in carrying out the terms of this Order.

21. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m (Toronto time) on the date of this Order.

---



**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C., 1985 c. C-36  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL CORPORATION**

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

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

Proceedings commenced in Toronto

**EXPANSION OF MONITOR'S  
POWERS ORDER**

**OSLER, HOSKIN & HARCOURT LLP** 1 First  
Canadian Place, P.O. Box 50 Toronto, Ontario  
M5X 1B8  
Fax: 416.862.6665

Marc Wasserman (LSO #44066M)  
Tel: 416.862.4908  
Email: [mwasserman@osler.com](mailto:mwasserman@osler.com)

Martino Calvaruso (LSO #57359Q)  
Tel: 416.862.6665  
Email: [mcavaruso@osler.com](mailto:mcavaruso@osler.com)

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

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 DCL  
CORPORATION

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD OF THE MONITOR  
(Expansion of Monitor's Powers Order)**

**OSLER, HOSKIN & HARCOURT LLP**

1 First Canadian Place, P.O. Box 50  
Toronto, ON M5X 1B8

**Marc Wasserman** (LSO# 44066M)

Email: [MWasserman@osler.com](mailto:MWasserman@osler.com)

**Martino Calvaruso** (LSO# 57359Q)

Email: [MCalvaruso@osler.com](mailto:MCalvaruso@osler.com)

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