



Court File No. CV-25-00738613-00CL

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

THE HONOURABLE )  
JUSTICE KIMMEL ) WEDNESDAY, THE 11<sup>th</sup>  
DAY OF FEBRUARY, 2026

**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  
1242939 B.C. UNLIMITED LIABILITY COMPANY, 1241423 B.C. LTD., 1330096 B.C. LTD.,  
1330094 B.C. LTD., 1330092 B.C. UNLIMITED LIABILITY COMPANY, 1329608 B.C.  
UNLIMITED LIABILITY COMPANY, 2745263 ONTARIO INC., 2745270 ONTARIO INC.,  
SNOSPMIS LIMITED, 2472596 ONTARIO INC., AND 2472598 ONTARIO INC.**

**HARDSHIP PROGRAMS ORDER**

**THIS MOTION**, made by the Represented Employees, as represented by Employee Representative Counsel (each as defined in the Employee Representative Counsel Order dated May 5, 2025, and Employee Representative Counsel hereinafter "**ERC**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard on this day at 330 University Avenue, Toronto, Ontario, and via videoconference.

**ON READING** the Notice of Motion of the Represented Employees dated February 4, 2026, the Affidavit of Rita De Fazio sworn February 4, 2026, and the Exhibits thereto, the Thirteenth Report of Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") dated February 9, 2026 (the "**Thirteenth Report**"), and the factum of ERC dated February 9, 2026; and

**ON HEARING** the submissions of ERC, counsel to the Applicants, counsel to the Monitor, counsel to the FILO Agent and such other counsel as were present, no one else appearing and making submissions for any other person on the service list, although properly served as appears from the affidavit of Christine Hanycz, sworn February 4, 2026, as filed.

**SERVICE AND DEFINITIONS**

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

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Hardship Programs Term Sheet dated February 3, 2026, attached as **Schedule "A"** to this Order (the "**Hardship Programs Term Sheet**").

#### **APPROVAL OF THE HARDSHIP PROGRAMS TERM SHEET**

3. **THIS COURT ORDERS AND DECLARES** that the Hardship Programs Term Sheet, including the appendices thereto and including the uses of the assets of the Trust and the Company Reserve Fund for the purposes provided therein, is hereby approved, and the execution of the Hardship Programs Term Sheet by the Company (on behalf of itself and the other Applicants) and ERC, is hereby ratified and approved, with such minor amendments to the Hardship Programs Term Sheet as the Parties and the Monitor may deem necessary or desirable.

4. **THIS COURT ORDERS** that the Applicants, ERC, the Trustees, the Monitor, Manulife, ScotiaWealth, and the Hardship Committee are hereby authorized and directed to implement and carry out the terms of the Hardship Programs Term Sheet, and to take such additional steps and execute such additional documents as may be necessary or desirable to implement the Hardship Programs, which consist of the Trust Program, the Woodward's Replacement Policy, and the Employee Hardship Program, all as described in the Hardship Programs Term Sheet.

5. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Applicants to proceed with implementing the Hardship Programs, and that no shareholder, contractual, or other approval shall be required in connection therewith.

#### **THE TRUST PROGRAM**

6. **THIS COURT ORDERS** that the Trustees, the Company, and ScotiaWealth are authorized and directed to distribute the assets of the Trust in accordance with the Hardship Programs Term Sheet, including the Post-Filing LTD Reimbursement, the Interim LTD Payments and the Distribution Waterfall. The Company and Trustees are authorized to retain any advisors and/or agents reasonably necessary to carry out the payments and reimbursements contemplated by the Hardship Programs Term Sheet, the cost of which shall be paid out of the Maximum Trust Program Payment.

7. **THIS COURT ORDERS** that the Reimbursement and Post-Filing LTD Reimbursement shall be held by the Monitor pending further order of the Court or distribution to the FILO Agent.

8. **THIS COURT DECLARES** that the LTD Settlement Payments are in settlement of any and all entitlement to future benefits of the Extended LTD Recipients under the Trust Plan, ASO Plan Document and/or any claim with respect to LTD benefits as against Manulife, the Applicants or the Trustees.

9. **THIS COURT ORDERS** that, effective immediately, the Trustees, Applicants and Manulife are authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to terminate the Trust Plan and LTD component of the ASO Plan Document. Upon such termination, the terms of the Trust Plan and the LTD component of the ASO Plan Document shall immediately be deemed to be terminated and any Extended LTD Recipients under the Trust Plan and ASO Plan Document as at June 15, 2025, shall have no further entitlement except in accordance with the Hardship Programs Term Sheet and this Order.

10. **THIS COURT ORDERS** that the Trustees and the Applicants are authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to terminate the Trust.

#### **THE WOODWARDS REPLACEMENT POLICY**

11. **THIS COURT ORDERS** that Manulife shall return the funds held by Manulife under the Company Reserve Fund to the Monitor to be held on behalf of the Applicants, without set-off or deduction.

12. **THIS COURT ORDERS** that the Applicants shall direct the Monitor to allocate from the Company Reserve Fund and pay that amount to Manulife an amount sufficient to purchase the Woodward's Replacement Policy, in a form reasonably acceptable to the ERC in accordance with the Hardship Programs Term Sheet.

13. **THIS COURT ORDERS** that, following the purchase of the Woodward's Replacement Policy, the Woodward's LTD Policy shall be terminated and the Woodward's LTD Recipient shall have no further entitlement thereunder, and the Woodward's LTD Replacement Policy is in settlement of any and all of the Woodward's LTD Recipient's entitlement to future benefits under the Woodward's LTD Policy.

14. **THIS COURT ORDERS** that, following the purchase of the Woodward's Replacement Policy as contemplated in the Hardship Programs Term Sheet the Applicants and Manulife are authorized to take such additional steps and execute such additional documents as may be necessary or desirable to terminate the Woodward's LTD Policy.

15. **THIS COURT ORDERS** that the balance of the Company Reserve Fund shall be held by the Monitor pending further order of the Court or distribution to the FILO Agent.

#### **THE EMPLOYEE HARDSHIP PROGRAM**

16. **THIS COURT ORDERS** that, provided the conditions to establishment of the Employee Hardship Program set out in the Hardship Programs Term Sheet have been met, the Applicants and the Monitor are hereby authorized and directed to establish and create the Employee Hardship Program pursuant to and in accordance with the terms of the Hardship Programs Term Sheet.

17. **THIS COURT ORDERS** that the process to seek Employee Hardship Payments, including the eligibility criteria, maximum benefits payable to approved Hardship Applicants, and utilization of the forms and procedures contained therein, all as described in the Hardship Programs Term Sheet and subject to such minor modifications as agreed by the Monitor and ERC, is hereby approved.

18. **THIS COURT ORDERS** that the establishment of the Hardship Committee subject to and in accordance with the terms set forth in the Hardship Programs Term Sheet, is hereby approved.

19. **THIS COURT ORDERS** that the Monitor is authorized and directed to transfer from the Employee Hardship Program to the Company an amount equal to the applicable Employee Hardship Payment, and the Company is authorized and directed to make applicable Employee Hardship Payments to all eligible and approved Hardship Applicants, subject to and in accordance with the terms and conditions of the Hardship Programs Term Sheet.

20. **THIS COURT ORDERS** that any amounts remaining in the Employee Hardship Program at the end of the Application Period, after all Application Forms have been assessed by the Monitor and the Hardship Committee, as applicable, and after all Hardship Payments have been made, shall be retained by the Monitor on behalf of the Applicants to be held pending distributions to the FILO Agent or pursuant to further order of the Court and that no person

including the former employees of the Applicant shall have any claim to any amounts remaining in the Employee Hardship Program that have not been disbursed.

21. **THIS COURT DECLARES** that payments from the Employee Hardship Program are not earnings arising from employment but are intended to alleviate particular hardships faced by former employees and retirees of the Applicants.

22. **THIS COURT ORDERS** that the Monitor provide the Attorney General of Canada with the names of successful Hardship Applicants, and with the amount of the applicable Employee Hardship Payment for each successful Hardship Applicant, within one business day of approval of an Application Form and prior to the transfer of any amount by the Monitor to the Company.

#### **ADVICE AND DIRECTIONS**

23. **THIS COURT DIRECTS** that the Monitor, any of the Parties to the Hardship Programs Term Sheet or any other interested party may apply to the Court for advice and direction regarding the application, interpretation, and implementation of this Order or the Hardship Programs Term Sheet.

#### **RELEASES**

24. **THIS COURT ORDERS** that the Applicants, the Monitor, the Hardship Committee, the Trustees and all former trustees of the Trust, ERC, Manulife and ScotiaWealth, as applicable, and their respective directors, officers, employees, legal counsel, and other advisors, shall incur no liability and be deemed to be forever and irrevocably released from any and all present and future claims whatsoever in connection with their administration of the Trust, termination of the Trust Plan and LTD component of the ASO Plan Document, termination of the Trust, termination of the Woodward's LTD Policy, and implementation of the Hardship Programs Term Sheet, and the carrying out the terms of the Hardship Programs and this Order, provided that nothing in this paragraph shall waive any claim for fraud or wilful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of CCAA.

25. **THIS COURT ORDERS** that any obligations of the Trustees and ScotiaWealth with respect to the payments to Extended LTD Recipients under the Trust Program shall be limited solely to the extent of any funds remaining in the Maximum Trust Program Payment, which are required and available to be paid to Extended LTD Recipients. If the funds of the Trust prove

inadequate, neither the Trustees nor the Applicants are under any obligation to make any further payments pursuant to the Hardship Programs Term Sheet.

26. **THIS COURT ORDERS** that any obligations of the Applicants, the Monitor and Manulife with respect to the Woodward's LTD Recipient shall be limited to the purchase and provision of the Woodward's Replacement Policy.

#### **NOTICES**

27. **THIS COURT ORDERS AND DIRECTS** that notice of the Trust Program and eligibility for the LTD Settlement Payments shall be posted on the Monitor's website and the website of the ERC, and shall be communicated by the Company to the proposed Extended LTD Recipients by mail and/or email, with the form of delivery of such notice to be satisfactory to the Company, ERC and the Monitor.

28. **THIS COURT ORDERS AND DIRECTS** Manulife to provide notice of the Woodward's Replacement Policy to the Woodward's LTD Recipient by mail and/or email in a form to be agreed by Manulife and ERC.

29. **THIS COURT ORDERS AND DIRECTS** that once the Minimum Reimbursement has been transferred to the Monitor, notice of the eligibility criteria and the application process for the Employee Hardship Program shall be posted on the Monitor's website and the website of the ERC, in the form attached as Appendix "B" to the Hardship Programs Term Sheet (subject to such minor modifications as agreed between ERC and the Monitor or approved by the Court).

#### **SEALING ORDER**

30. **THIS COURT ORDERS** that Confidential Exhibits "A" and "B" to the Affidavit of Rita De Fazio sworn February 4, 2026 and the Confidential Schedule "A" to this Order are hereby sealed pending further Order of the Court and shall not form part of the public record.

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

32. **THIS COURT DECLARES** that the Applicants, ERC and the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and

complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Applicants as may be deemed necessary or appropriate for that purpose.

33. **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 Applicants 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 Applicants as may be necessary or desirable to give effect to this Order or to assist the Applicants and their agents in carrying out the terms of this Order.

34. **THIS COURT ORDERS** that this Order and all of the provisions are effective as of 12:01 a.m. on the date of this Order.

Jessica  
Kimmel

Digitally signed  
by Jessica Kimmel  
Date: 2026.02.13  
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**SCHEDULE "A"**

**Hardship Programs Term Sheet**

**[To be inserted in final Order]**