

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

THE HONOURABLE) MONDAY, THE 22ND
JUSTICE J. DIETRICH) DAY OF JUNE 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 TOYS "R" US (CANADA) LTD. /
TOYS "R" US (CANADA) LTEE (the "Applicant")**

APPROVAL AND VESTING ORDER

THIS MOTION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), for an order, inter alia, approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement between the Applicant, as vendor, and 2625229 Ontario Inc. ("**262**"), as purchaser, dated June 11, 2026, as assigned to 1001648524 Ontario Inc. (the "**Purchaser**") pursuant to the Assignment and Assumption Agreement dated June 17, 2026 between 262 and the Purchaser (the "**Sale Agreement**"), a copy of which is attached as Confidential Appendix "E" to the Third Report of Alvarez & Marsal Canada Inc., in its capacity as monitor of the Applicant (in such capacity, the "**Monitor**") dated June 12, 2026 (the "**Third Report**"), and vesting in the Purchaser the Purchased Assets (as defined in the Sale Agreement), was heard this day by judicial videoconference via Zoom.

ON READING the Affidavit of Neil Taylor, sworn June 11, 2026, the Supplementary Affidavit of Neil Taylor, sworn June 17, 2026, the Third Report and appendices and confidential appendices thereto, and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, counsel for the Purchaser, and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavits of Matilda Lici sworn June 11, 2026 and June 17, 2026, filed,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Applicant's Motion Record 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 all capitalized terms not otherwise defined herein shall be as defined in the Sale Agreement or the Amended and Restated Initial Order dated February 13, 2026, as applicable (the "ARIO").

APPROVAL OF THE TRANSACTION

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Applicant is hereby authorized and approved, with such minor amendments as the Applicant, with the consent of the Monitor, may deem necessary. Each of the Applicant and the Monitor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser. For greater

certainty, neither the Sale Agreement, the Transaction, nor anything in this Order shall release, compromise, transfer, convey, prejudice, impair or otherwise affect:

- a. any claims or causes of action of any third party against the Applicant's directors or officers; or
- b. any statutory remedy or claim in respect of a reviewable transaction, including any preference or transfer at undervalue claim, that may be available to a trustee in bankruptcy of the Applicant's estate under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") or other applicable law.

4. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Monitor and the Applicant to proceed with the Transaction and that no shareholder, partner, or other approvals shall be required in connection therewith.

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Applicant and the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Monitor's Certificate**"), all of the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the ARIO or any other Order of this Court in these CCAA proceedings; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other

personal property registry system (all of which are collectively referred to as the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor’s Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof.

8. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Applicant is authorized and permitted to disclose and transfer to the Purchaser any personal information in the Applicant’s records to the extent relating to the Purchased Assets. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Applicant.

9. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Applicant and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicant,


the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

10. **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 Applicant, the Monitor 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 Applicant 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 Applicant, the Monitor, and their respective agents in carrying out the terms of this Order.

11. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry and filing.

A handwritten signature in black ink is positioned above a solid horizontal line. The signature is stylized, starting with a large, looped initial that descends below the line, followed by a series of connected, wavy strokes that remain above the line.

Schedule “A” – Form of Monitor’s Certificate

Court File No. CL-26-00000042-0000

**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 TOYS “R” US (CANADA) LTD. /
TOYS “R” US (CANADA) LTEE (the “Applicant”)****MONITOR’S CERTIFICATE****RECITALS**

- A. Pursuant to an Order of The Honourable Madam Justice J. Dietrich of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on June 22, 2026, the Court approved the asset purchase agreement between Toys “R” Us (Canada) Ltd. / Toys “R” Us (Canada) Ltee (the “**Applicant**”), as vendor, and 2625229 Ontario Inc. (“**262**”), as purchaser, dated June 11, 2026, as assigned to 1001648524 Ontario Inc. (the “**Purchaser**”) pursuant to the Assignment and Assumption Agreement dated June 17, 2026 between 262 and the Purchaser (the “**Sale Agreement**”), and provided for the vesting in the Purchaser of the Purchased Assets (as defined in the Sale Agreement), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Applicant and the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the purchase price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale

Agreement have been satisfied or waived by the Applicant and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Applicant has received the purchase price for the Purchased Assets payable on the closing date pursuant to the Sale Agreement;
2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Applicant and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

ALVAREZ & MARSAL CANADA INC., solely in its capacity as the Court-appointed monitor of Toys “R” Us (Canada) Ltd. / Toys “R” Us (Canada) Ltee, and not in its personal capacity or in any other capacity

Per: _____
Name: Joshua Nevsky
Title: Senior Vice President

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(CANADA) LTEE

Court File No. CL-26-00000042-0000

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

Proceedings commenced at Toronto

MONITOR'S CERTIFICATE

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APPROVAL AND VESTING ORDER

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