COURT FILE NUMBER	2303-06543
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
	AND IN THE MATTER OF AN PLAN OF COMPROMISE OR ARRANGEMENT OF J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.
APPLICANTS	J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.
DOCUMENT	**ORDER (FEE APPROVAL AND DISCHARGE OF THE MONITOR)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCarthy Tétrault LLP 4000, 421 – 7th Avenue SW Calgary, AB T2P 4K9 Attention: Sean Collins Tel: 403-260-3531 Fax: 403-260-3501 Email: scollins@mccarthy.ca

DATE ON WHICH ORDER WAS PRONOUNCED:	**May 29, 2024**
LOCATION OF HEARING:	**Edmonton, Alberta**
NAME OF JUDGE WHO MADE THIS ORDER:	**Justice M.J. Lema**

UPON the application (the "**Application**") of Ernst & Young Inc., in its capacity as the court-appointed monitor (the "**Monitor**") of J.W. Carr Holdings Ltd., Spruce Grove Industrial Park Inc., 272649 Alberta Ltd., 279896 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc., 1170292 Alberta Ltd. and 627612 Alberta Ltd. (collectively, the "**Applicants**") pursuant to the initial order granted under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") on April 19, 2023 (the "**Filing Date**"), as subsequently amended and restated on April 26, 2023 (collectively, the "**ARIO**"), in the within proceedings (the "**CCAA Proceedings**"); **AND UPON** reading the Fourteenth Report of the Monitor dated January 19, 2024, the Confidential

Supplement to the Fourteenth Report of the Monitor dated January 19, 2024, the Fifteenth Report of the Monitor dated April 12, 2024, the Sixteenth Report of the Monitor dated May 21, 2024 (the "**Sixteenth Monitor's Report**"), and the Seventeenth Report of the Monitor dated May 28, 2024 (the "**Seventeenth Monitor's Report**", and collectively with the reports noted above, the "**Monitor's Reports**"), filed; **AND UPON** reading the Affidavit of Service of Katie Hynne, sworn on May 28, 2024 (the "**Service Affidavit**"), filed; **AND UPON** hearing counsel for the Monitor and for any other parties who may be present.

IT IS HEREBY ORDERED AND DECLARED THAT:

<u>SERVICE</u>

1. The time for service of the Application, the Sixteenth Monitor's Report, and the Seventeenth Monitor's Report is abridged, the Application is properly returnable today, service of the Application, the Sixteenth Monitor's Report, and the Seventeenth Monitor's Report on the service list (the "**Service List**") attached as an exhibit to the Service Affidavit, in the manner described in the Service Affidavit, is good and sufficient, and no other persons other than those listed on the Service List are entitled to service of the Application, the Sixteenth Monitor's Report, or the Seventeenth Monitor's Report.

<u>DEFINITIONS</u>

2. Any capitalized terms used and not defined herein shall have the meaning ascribed to them in the Sixteenth Monitor's Report, the Seventeenth Monitor's Report, or in the ARIO, as applicable.

<u>APPROVAL OF FEES, ACTIVITIES AND R&D</u>

3. The Monitor's Reports and the activities of the Monitor as described therein are hereby approved.

4. The Monitor's accounts for professional fees and disbursements for the period of January 1, 2024 to May 10, 2024, together with any fees and disbursements of the Monitor in connection with the exercise by the Montior of any residual powers as set out in the Sixteen Monitor's Report, in the amount of $97,436.96 are hereby approved.

5. The accounts for professional fees and disbursements of the Monitor's legal counsel, McCarthy Tétrault LLP, for the period January 1, 2024 to May 20, 2024 together with any

fees and disbursements of McCarthy Tétrault LLP relating to providing professional services to the Montior in connection with the exercise by the Monitor of any residual powers as set out in the Sixteen Monitor's Report, in the amount of $53,416.58 are hereby approved.

6. The Statement of Receipts and Disbursements attached as Schedule "A" to the Sixteenth Monitor's Report be and the same is hereby approved.

7. The Analysis of Projected vs Actual Cash Flows dated December 1, 2023 to January 31, 2024 attached as Schedule "A" to the Seventeenth Monitor's Report be and the same is hereby approved.

8. The Monitor's accounting of the transactions processed through JW Carr (RBC) Operating Account (February 1, 2024 to May 24, 2024) attached as Schedule "B" to the Seventeenth Monitor's Report be and the same is hereby approved.

9. The Monitor's accounting of the transactions processed through 272 (BNS) Operating Account (February 1, 2024 to May 24, 2024) attached as Schedule "C" to the Seventeenth Monitor's Report be and the same is hereby approved.

10. The Global Sales R&D attached as Schedule "D" to the Seventeenth Monitor's Report be and the same is hereby approved.

11. The Analysis of Remaining Pre-CCAA Amount Owed to Broadfoot attached as Schedule "E" to the Seventeenth Monitor's Report be and the same is hereby approved.

12. The Analysis of Balance Owed to Interim Lender for Interim Loan Facility attached as Schedule "F" to the Seventeenth Monitor's Report be and the same is hereby approved.

13. The Monitor's Proposed Final Distribution of Funds on hand with the Monitor and Applicants attached as Schedule "G" to the Seventeenth Monitor's Report be and the same is hereby approved.

DISCHARGE OF THE MONITOR

14. Effective on the date the CCAA Proceedings are terminated (the "**CCAA Termination Time**"), the Monitor 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, however, notwithstanding the discharge of the Monitor, the Monitor shall remain Monitor and have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to the CCAA Proceedings following the CCAA Termination Time, as may be required.

15. Notwithstanding the Monitor's discharge and the termination of the CCAA Proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor and its counsel shall continue to have the benefit of, any of the rights, approvals, releases, and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO, and all other Orders made in the CCAA Proceedings, including in connection with any actions taken by the Monitor pursuant to this Order following the CCAA Termination Time.

16. No action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor, except with prior leave of this Court and on prior written notice to the Monitor.

17. Effective as of the CCAA Termination Time, the Monitor and counsel to the Monitor, and each of their respective affiliates, and each of their respective current and former officers, directions, partners, employees and agents, as applicable (collectively, the "**Released Parties**"), shall be and hereby are forever released and discharged from any and all claims that any Person may have or be entitled to assert against the Released Parties, including any tax claims, 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 in any way relating to, arising out of or in respect of the CCAA Proceedings or with respect to their respective conduct in connection therewith, including carrying out the terms of this Order (collectively, the "**Released Claims**"), and any such Released Claims are hereby irrevocably and permanently released, stayed, extinguished and forever barred and the Released Parties shall have no liability in respect thereof, save and except for any gross negligence or willful misconduct on the part of the Released Parties.

MISCELLANEOUS MATTERS

18. Service of this Order shall be deemed good and sufficient by:

(a) Serving same on:

(i) the persons listed on the Service List created in these proceedings;

(ii) any other person served with notice of the Application for this Order;

(iii) any other parties attending or represented at the Application for this Order; and,

(b) posting a copy of this Order on the Monitor's website at https://documentcentre.ey.com/#/detail-engmt?eid=521;

and service on any other person is hereby dispensed with.

M. J. Lema

Justice of the Court of King's Bench of Alberta