

COURT FILE NUMBER 25-3111397
25-3111393

COURT COURT OF KING'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE CALGARY



IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY*
ACT, RSC 1985, c B-3, AS AMENDED

AND IN THE MATTER OF THE BANKRUPTCY OF
WORLDPLAY COMMUNICATIONS INC. AND WORLDPLAY
(CANADA) INC.

DOCUMENT **ORDER (ADMINISTRATION CHARGE APPROVAL AND
STAY EXTENSION ORDER)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McCarthy Tétrault LLP
4000, 421 7th Avenue SW
Calgary, AB T2P 4K9
Attn: Walker MacLeod / Nathan Stewart
Tel: 403-260-3710 / 3534
Email: wmacleod@mccarthy.ca / nstewart@mccarthy.ca

DATE ON WHICH ORDER WAS PRONOUNCED: August 21, 2024

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

NAME OF JUDGE WHO MADE THIS ORDER: Justice C.D. Simard

UPON the application (the "**Application**") by Worldplay Communications Inc. ("**Worldplay Communications**") and Worldplay (Canada) Inc. ("**Worldplay Canada**", together with Worldplay Communication, the "**Applicants**"); **AND UPON** having read the Application, the Affidavit of Thomas Geib sworn August 15, 2024 (the "**Geib Affidavit**"), the Affidavit of Service of Katie Hynne sworn August 20, 2024, the First Report of Ernst & Young Inc., in its capacity as the Proposal Trustee of the Applicants (the "**Proposal Trustee**") dated August 19, 2024 (the "**Proposal Trustee's Report**"), filed; **AND UPON** hearing the submissions of counsel for the Applicants, the Proposal Trustee, and such other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application and the Geib Affidavit, in the manner described in the Service Affidavit, is abridged, the Application is properly returnable today, service of the Application and the Geib Affidavit, on the service list, in the manner described in the Service Affidavit, is good and sufficient, and no other persons, other than those listed on the service list (the “**Service List**”), are entitled to service of the Application or the Geib Affidavit.

DEFINED TERMS

2. Any and all capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Geib Affidavit.

EXTENSION OF STAY PERIOD

3. The period of time within which the Applicants may file a proposal to their creditors, under section 50.4 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), shall be and is hereby extended up to the earlier of: (i) the closing of the RVO Bid; or, (ii) October 5, 2024;

ADMINISTRATION CHARGE

4. The Proposal Trustee, counsel to the Proposal Trustee, if any, and counsel to the Applicants shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these proceedings), in each case at their standard rates and charges by the Applicants as part of the cost of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the Applicants on a periodic basis and, in addition, the Applicants are hereby authorized *nunc pro tunc* to pay to the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the Applicants retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.
5. The Proposal Trustee and its legal counsel shall pass their accounts from time to time.

6. The Proposal Trustee, counsel to the Proposal Trustee, and the Applicants counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the assets, properties and undertakings of each of the Applicants (collectively, the "**Property**"), which charge shall not exceed an aggregate amount of \$100,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Proposal Trustee and such counsel, both before and after the making of this Order in respect of these proceedings.
7. The filing, registration or perfection of the Administration Charge shall not be required, and the Administration Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.
8. The Administration Charge shall constitute a charge on the Property and such Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**").
9. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with the Administration Charge unless the Applicants also obtain the prior written consent of the Proposal Trustee and the beneficiaries of the Administration Charge, or further order of this Court.
10. The Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge (collectively, the "**Chargees**") and shall not otherwise be limited or impaired in any way by:
 - (a) the pendency of these proceedings and the declarations of insolvency made in this Order;

- (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Administration Charge nor the execution, delivery, perfection, registration or performance of any documents in respect thereof shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which it is a party;
 - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
 - (iii) the payments made by the Applicants pursuant to this Order and the granting of the Administration Charge, does not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

WEPPA

11. All persons who were previously employed by the Applicants and who were terminated after June 30, 2024 meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations* (Canada) and, subject to section 6 of the *Wage Earner Protection Program Act* (Canada) (**WEPPA**), shall have be eligible to receive all rights and benefits provided under WEPPA.

SERVICE

12. 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 Proposal Trustee's website at
www.ey.com/ca/worldplay

and service on any other person is hereby dispensed with.

13. Service of this Order may be effected by facsimile, electronic mail, personal delivery, or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of King's Bench of Alberta