

Clerk's stamp:



KMP Ent

COURT FILE NUMBER 1603-02755
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 632738 ALBERTA LTD.

DOCUMENT ORDER – DISCHARGE OF MONITOR

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT
Field LLP
2500, 10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Lindsey Miller
Phone: 780-423-7649
Fax: 780-428-9329
Email: lmiller@fieldlaw.com

DATE ON WHICH ORDER WAS PRONOUNCED: August 31, 2026

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton

NAME OF JUSTICE WHO MADE THIS ORDER: J.T. Neilson

UPON THE APPLICATION by Ernst & Young Inc. in its capacity as the Court-appointed monitor (the "Monitor") of in the within action with respect to 632738 Alberta Ltd. (the "Company"); AND UPON HAVING READ the Sixteenth Monitor's Report, filed; AND UPON IT APPEARING that all interested and affected parties have been served with notice of this application; AND UPON HEARING the submissions of counsel for the Monitor, and any other counsel present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

DEFINED TERMS

2. Capitalized terms used herein or not otherwise defined shall have the meaning ascribed to them in the Sixteenth Report.

DISTRIBUTIONS

3. The Monitor is hereby authorized and directed to distribute the amount of \$920,358.48 to the creditors with proven claims under the Claims Process Order, as follows:
 - (a) a distribution to CRA in the amount of \$469,370.96; and
 - (b) a distribution to ATRA in the amount of \$450,987.52.
4. Any surplus funds remaining following the payment of the fees and expenses necessary to complete these CCAA Proceedings will be distributed to the above claimants on pro rata basis in accordance with the quantum of their proven claims.

APPROVALS

5. The Monitor's activities and accounts, as set out in the Sixteenth Report and in all previous Monitor's Reports filed in these CCAA Proceedings, are hereby ratified and approved.
6. The Monitor has satisfied all of its obligations up to and including the date of this Order. The Monitor has exercised its powers and performed its duties and functions in respect of the Company, including, but not limited to, those under the CCAA and the Orders issued in the within CCAA Proceedings, honestly, in good faith, and in a commercially reasonable manner
7. The Monitor's final statement of receipts and disbursements with respect to the Company, as set out in Schedule "A" and "C" to the Sixteenth Monitor's Report, be and are hereby approved without the necessity of a formal passing of accounts.
8. The accounts of the Monitor's legal counsel, Field LLP, for its fees and disbursements, including unbilled accrued fees and disbursements, as set out in Schedule "C" of the Sixteenth Report, be and are hereby approved, without the necessity of a formal passing of accounts.

DISCHARGE

9. Upon the Monitor filing with the Clerk of the Court a certificate in the form attached hereto as Schedule "A" (the "Monitor's Termination Certificate") evidencing that all steps required to complete these CCAA Proceedings (as set out in the Monitor's Termination Certificate) have been completed, Ernst & Young Inc. shall be discharged as Monitor as the Company and have no further duties, obligations or responsibilities as Monitor, from and after such time, save

and except as contemplated under paragraphs 3-4 of this Order, and these CCAA Proceedings shall be deemed terminated without further Order of the Court.

10. Upon the Monitor filing the Monitor's Termination Certificate:

- (a) the actions and conduct of the Monitor are hereby approved;
- (b) the Monitor has satisfied all of its duties and obligations pursuant to the CCAA and all Orders of the Court in respect of these CCAA Proceedings;
- (c) the Monitor shall not be liable for any liability or obligations as a result of its appointment, the carrying out of the provisions of any Orders granted in these CCAA Proceedings, or any of the Monitor's duties thereunder or in connection with these CCAA Proceedings, save and except for any claim or liability arising out of gross negligence or willful misconduct, on the part of the Monitor; and
- (d) any and all claims against the Monitor, arising from, or in connection with the performance of the Monitor's duties and obligations as Monitor of the Company or in connection with these CCAA Proceedings, are hereby stayed, extinguished, and forever barred, save and except from any claim or liability based on fraud, gross negligence or willful misconduct, on the part of the Monitor.

11. No actions or other proceedings shall be commenced against the Monitor, which in any way arise from or relate to these CCAA Proceedings or its capacity as monitor of the Company, except with the prior leave of this Court, on at least seven days' prior written notice to the Monitor and upon such terms as this Court may direct.

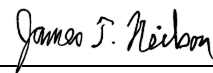
12. The Monitor shall file and serve a copy of the Monitor's Termination Certificate on the service list attached to the Application for this Order (the "Service List").

13. Notwithstanding any provision of this Order and the termination of these CCAA Proceedings, nothing herein shall affect, vary, derogate from, limit, or amend any of the protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order or any other Orders granted in these CCAA Proceedings.

14. Notwithstanding the discharge of the Monitor and the termination of these CCAA Proceedings upon the Monitor filing the Monitor's Termination Certificate, this Court shall remain seized of any matter arising from these CCAA Proceedings, and Ernst & Young Inc. shall have the authority

from and after the date of this Order to apply to this Court to address matters ancillary or incidental to these CCAA Proceedings, notwithstanding the termination thereof. Ernst & Young Inc., in its capacity as Monitor, is authorized to take such steps and actions as it deems necessary to address ancillary or incidental matters, following the termination of the CCAA Proceedings, and in completing or addressing any such ancillary or incidental matters, Ernst & Young Inc. shall continue to have the benefit of all of the provisions of the CCAA and of all Orders made in these CCAA.

15. This Court hereby requests the aid and recognition of any Court, tribunal, regulatory or administrative body having jurisdiction in Canada, to give effect to this Order and to assist the Monitor 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 officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order proceedings, in relation to its capacity as Monitor, including all approvals, protections, and stays of proceedings in favour of Ernst & Young Inc., in its capacity as Monitor.
16. Service of this Order on the Service List by email, facsimile, registered mail, courier or personal delivery shall constitute good and sufficient service of this Order, and by posting a copy of the Monitor's website at <https://documentcentre.ey.com/#/detail-engmt?eid=256>. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
17. Service of this Order on any party not on the Service List hereby dispensed with.



J.C.C.K.B.A