



Court File No. CV-24-00730212-00CL

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

THE HONOURABLE	)	FRIDAY, THE 23 <sup>RD</sup>
	)	
JUSTICE CAVANAGH	)	DAY OF JANUARY 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 CHESSWOOD GROUP LIMITED, CASE FUNDING INC., CHESSWOOD HOLDINGS LTD., CHESSWOOD US ACQUISITIONCO LTD., LEASE-WIN LIMITED, WINDSET CAPITAL CORPORATION, CHESSWOOD CAPITAL MANAGEMENT INC., CHESSWOOD CAPITAL MANAGEMENT USA INC., 942328 ALBERTA INC., 908696 ALBERTA INC., 1000390232 ONTARIO INC.  
 and CGL HOLDCO, LLC

**CCAA TERMINATION ORDER**

**THIS MOTION**, made by FTI Consulting Canada Inc. (“**FTI**”), in its capacity as monitor (the “**Monitor**”) of Chesswood Group Limited (“**Chesswood**”), Case Funding Inc., Chesswood Holdings Ltd., Chesswood US Acquisitionco Ltd., Lease-Win Limited, Windset Capital Corporation, Chesswood Capital Management Inc., Chesswood Capital Management USA Inc., 942328 Alberta Inc. (formerly Rifco National Auto Finance Corporation), 908696 Alberta Inc. (formerly Rifco Inc.), 1000390232 Ontario Inc. and CGL Holdco, LLC (collectively, the “**CCAA Parties**” and each a “**CCAA Party**”) pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), for an order, *inter alia*, (i) extending the Stay Period, (ii) terminating these CCAA proceedings upon the service of the CCAA Termination Certificate (as defined below) on the service list in these CCAA proceedings (the “**Service List**”), (iii) terminating and releasing the court-ordered Charges at the CCAA Termination Time (as defined below), (iv) discharging FTI as the Monitor at the CCAA Termination Time, (v) granting certain releases, (vi) authorizing the Books and Records Transfer to Adair Goldblatt Bieber LLP (“**AGB**”), in its capacity as counsel to Chesswood, (vii) approving the Monitor’s Reports (as defined below) and the activities described therein, (viii)

approving the fees and disbursements of the Monitor and the Monitor's legal counsel, Osler, Hoskin and Harcourt LLP ("Monitor's Counsel"), as described in the Ninth Report (as hereinafter defined) and the affidavits sworn in support thereof, and (ix) granting certain related relief, was heard this day by videoconference.

**ON READING** the Motion Record of the Monitor, including the Ninth Report of the Monitor dated January 16, 2026, and the appendices attached thereto ("Ninth Report"), the affidavit of Jeffrey Rosenberg sworn January 16, 2026, and the exhibits thereto (the "Rosenberg Fee Affidavit"), the affidavit of Sean Stidwill sworn January 15, 2026, and exhibits thereto (the "Stidwill Fee Affidavit"), and on hearing the submissions of counsel for the Monitor, counsel for the Pre-Filing Agent (as defined in the ARIO), and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service of Davis Haugen affirmed January 19, 2026 and the affidavit of service of Martin Fagnant sworn January 19, 2026.

## **SERVICE**

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

## **DEFINED TERMS**

2. **THIS COURT ORDERS** that, unless otherwise indicated herein, all capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the Amended and Restated Initial Order of this Court dated November 7, 2024 (as amended, the "ARIO") or the Ninth Report, as applicable.

## **STAY EXTENSION**

3. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including the CCAA Termination Time.

## **TERMINATION OF CCAA PROCEEDINGS**

4. **THIS COURT ORDERS** that, upon service by the Monitor of an executed certificate in substantially the form attached hereto as Schedule “A” (the “**CCAA Termination Certificate**”) on the Service List certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed to the satisfaction of the Monitor, these CCAA proceedings shall be automatically terminated without any further Order or act or formality (the “**CCAA Termination Time**”), save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any actions or steps taken by any Person pursuant to or as authorized by any Orders of the Court made in these CCAA proceedings.

5. **THIS COURT ORDERS** that the Monitor is hereby directed to file a copy of the CCAA Termination Certificate with the Court as soon as reasonably practicable following service thereof on the Service List.

## **TERMINATION OF COURT-ORDERED CHARGES**

6. **THIS COURT ORDERS** that the Charges set out in the ARIO (as amended by the KERP Approval Order and, for certainty, including the KERP Charge, DIP Charge and Administration Charge) shall be terminated, released and discharged at the CCAA Termination Time without any other act or formality.

## **DISCHARGE OF THE MONITOR**

7. **THIS COURT ORDERS** that, effective at the CCAA Termination Time, FTI shall be and is hereby discharged from its duties as the Monitor in these CCAA proceedings and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding the discharge of FTI as Monitor, the Monitor shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to these CCAA proceedings following the CCAA Termination Time, as may be required (“**Monitor Incidental Matters**”), including, without limitation and to the extent not otherwise completed prior to the CCAA Termination Time, to (i) terminate the Chapter 15 Proceedings, (ii) commence voluntary dissolutions in respect of the US CCAA Parties under applicable law, and (iii) complete the Wind-Down Activities (including release of

any unused portion of the reserve established under paragraph 12 of the Records Protocol Order), and, in each case, the Monitor is hereby authorized to execute, endorse, and file, for and on behalf and in the name of the CCAA Parties, any documents or instruments of whatever nature as may be necessary or desirable in connection therewith.

8. **THIS COURT ORDERS** that any tax refunds (wheresoever located) received by or on behalf of any CCAA Party prior to, on or after the commencement of bankruptcy proceedings in respect of such CCAA Party shall not form part of the bankruptcy estate of such CCAA Party and shall be promptly distributed to the Pre-Filing Agent (for and on behalf of the Pre-Filing Lenders) as a partial repayment of the obligations owing to the Pre-Filing Lenders under the Existing Credit Agreement as part of these CCAA proceedings (whether or not the CCAA Termination Time has occurred).

9. **THIS COURT ORDERS** that, notwithstanding its discharge and the termination of these CCAA proceedings or any other provision of this Order, nothing herein shall affect, vary, derogate from, limit or amend, and FTI 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 any other order of the Court in these CCAA proceedings or otherwise, including in connection with any Monitor Incidental Matters and any other actions taken by FTI pursuant to this Order or with respect to the CCAA Parties or these CCAA proceedings following the CCAA Termination Time, all of which are expressly continued and confirmed.

10. **THIS COURT ORDERS** that effective upon the CCAA Termination Time, the Monitor, its counsel, and each of their respective affiliates and officers, directors, partners, employees and agents (collectively, the "**Released Parties**") are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, 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 existing or taking place in any way relating to, arising out of or in respect of the CCAA proceedings, their respective conduct in connection with the CCAA proceedings, or any actions required or steps taken in carrying out any Monitor Incidental Matters (collectively, the "**Released Claims**"), and that any such Released Claims are released, stayed, extinguished and forever barred and the Released Parties shall have no liability in respect thereof, provided that the Released Claims do

not include any claim or liability arising out of any gross negligence or willful misconduct on the part of the Released Parties.

11. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against any Released Party in any way arising from or related to the CCAA proceedings, except with prior leave of this Court on at least seven days' prior written notice to the applicable Released Parties and upon further Order securing, as security for costs, the full indemnity costs of the applicable Released Party in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

#### **BOOKS AND RECORDS TRANSFER**

12. **THIS COURT ORDERS** that the Books and Records Transfer to AGB, in its capacity as litigation counsel to Chesswood, by the Monitor is hereby authorized and approved.

13. **THIS COURT ORDERS** that any information rights in favour of the Monitor and/or any trustee in bankruptcy of the CCAA Parties under any of the Purchase Agreements will be available to Chesswood and AGB, and each of them is hereby deemed to be a third-party beneficiary of such rights. For clarity, the Monitor or any trustee in bankruptcy of any of the CCAA Parties shall continue to have the benefit of such rights.

#### **APPROVAL OF THE MONITOR'S REPORTS AND ACTIVITIES AND FEES**

14. **THIS COURT ORDERS** that the Ninth Report and the activities and conduct of the Monitor set out therein, are hereby ratified and approved.

15. **THIS COURT ORDERS** that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

#### **APPROVAL OF FEES AND DISBURSEMENTS**

16. **THIS COURT ORDERS** that the fees and disbursements of the Monitor for the period from September 1, 2025, to December 31, 2025, (the "**Monitor Approval Period**") as set out in the Rosenberg Fee Affidavit, are hereby approved.

17. **THIS COURT ORDERS** that the fees and disbursements of the Monitor’s Counsel for the period from September 1, 2025, to January 12, 2026, (the “**Counsel Approval Period**”) as set out in the Stidwill Fee Affidavit, are hereby approved.

18. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and the Monitor’s Counsel incurred in the period commencing on expiry of the Monitor Approval Period or Counsel Approval Period, as applicable, and ending on the CCAA Termination Time, or incurred to complete the Monitor’s remaining duties and administration of these CCAA proceedings, including any Monitor Incidental Matters, not to exceed \$400,000, or such other amount as may be agreed to by the Monitor and the Pre-Filing Agent, in the aggregate (excluding applicable taxes), are hereby approved, and the Monitor and Monitor’s Counsel shall not be required to pass their accounts in respect of any further activities in connection with the completion by the Monitor of its remaining duties and administration of these CCAA proceedings, including any Monitor Incidental Matters. The Monitor, on behalf of the CCAA Parties, is authorized to pay such funds from the Wind-Down Reserve, without further application to this Court for approval of such fees.

## **GENERAL**

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

20. **THIS COURT ORDERS** that the CCAA Parties or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties under this Order, as applicable, or in the interpretation or application of this Order.

21. **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 CCAA Parties, the Foreign Representative, 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 CCAA Parties, the Foreign Representative 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

CCAA Parties, the Foreign Representative and the Monitor and their respective agents in carrying out the terms of this Order.

22. **THIS COURT ORDERS** that the CCAA Parties and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

23. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. prevailing Eastern Time on the date of this Order without the need for entry and filing.

A handwritten signature in blue ink, appearing to read "Anastasiou", is placed within a rectangular box. A horizontal line extends from the right side of the box across the page.

**SCHEDULE "A"**  
**FORM OF CCAA TERMINATION CERTIFICATE**

Court File No. CV-24-00730212-00CL

**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 CHESSWOOD GROUP LIMITED, CASE FUNDING INC., CHESSWOOD HOLDINGS LTD., CHESSWOOD US ACQUISITIONCO LTD., LEASE-WIN LIMITED, WINDSET CAPITAL CORPORATION, CHESSWOOD CAPITAL MANAGEMENT INC., CHESSWOOD CAPITAL MANAGEMENT USA INC., 942328 ALBERTA INC., 908696 ALBERTA INC., 1000390232 ONTARIO INC.  
and CGL HOLDCO, LLC

**MONITOR'S CCAA TERMINATION CERTIFICATE**

**RECITALS**

A. FTI Consulting Canada Inc. ("FTI") was appointed as the Monitor of Chesswood Group Limited, Case Funding Inc., Chesswood Holdings Ltd., Chesswood US Acquisitionco Ltd., Lease-Win Limited, Windset Capital Corporation, Chesswood Capital Management Inc., Chesswood Capital Management USA Inc., 942328 Alberta Inc. (formerly Rifco National Auto Finance Corporation), 908696 Alberta Inc. (formerly Rifco Inc.), 1000390232 Ontario Inc. and CGL Holdco, LLC (collectively, the "CCAA Parties" and each a "CCAA Party") in the within proceedings commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") pursuant to an Initial Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated October 29, 2024 (as amended and restated, the "Initial Order").

B. Pursuant to an Order of the Court dated January 23, 2026 (the “**CCAA Termination Order**”), among other things, FTI will be discharged as the Monitor and the CCAA proceedings shall be automatically terminated upon the service of this CCAA Termination Certificate on the Service List without any further Order or other acts or formality, all in accordance with the terms of the CCAA Termination Order.

C. Capitalized terms used but not defined herein have the meanings ascribed to them in the CCAA Termination Order.

**THE MONITOR CERTIFIES** that, to the knowledge of the Monitor, all matters to be attended to in connection with the CCAA proceedings (Court File No. CV-24-00730212-00CL) (the “**CCAA Proceedings**”) have been completed to the satisfaction of the Monitor.

**ACCORDINGLY**, the Monitor now considers it appropriate that the CCAA Proceedings be terminated in accordance with the CCAA Termination Order.

**DATED** at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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**FTI Consulting Canada Inc., solely in  
its capacity as Monitor of the CCAA  
Parties, and not in its personal or  
corporate capacity**

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 CHESSWOOD GROUP LIMITED, et al.

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

Proceeding commenced at Toronto

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**CCAA TERMINATION ORDER**

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