

**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., WAYPOINT INVESTMENT PARTNERS INC.,  
1000390232 ONTARIO INC. and CGL HOLDCO, LLC**

**MOTION RECORD OF THE MONITOR  
(Bishop AVO)  
(Returnable July 29, 2025)**

July 22, 2025

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
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# TAB 1

**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.,  
WAYPOINT INVESTMENT PARTNERS INC., 1000390232 ONTARIO INC. and  
CGL HOLDCO, LLC

**NOTICE OF MOTION  
(Bishop AVO)  
(Returnable July 29, 2025)**

The moving party, FTI Consulting Canada Inc. (“**FTI**”) in its capacity as monitor (in such capacity, 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.), Waypoint Investment Partners Inc., 1000390232 Ontario Inc. and CGL Holdco, LLC (together, the “**Chesswood Group**” or the “**CCAA Parties**”), will make a motion before the Honourable Justice Kimmel of the Ontario Superior Court of Justice (Commercial List) on Tuesday July 29, 2025 at 10 a.m., or as soon thereafter as the motion can be heard.

**PROPOSED METHOD OF HEARING:** The motion is to be heard

- ☐ In writing under subrule 37.12.1(1) because it is;
- ☐ In writing as an opposed motion under subrule 37.12.1(4);
- ☐ In person;
- ☐ By telephone conference;
- ☒ By video conference.

The motion is to be heard by videoconference, the details of which will be provided by the Court.

**THE MOTION IS FOR:**

1. An order (the “**Bishop AVO**”), substantially in the form of the draft included in the motion record, *inter alia*:

- (a) approving the transaction agreement dated July 22, 2025, among the Pawnee Vendor, North Mill and ResidualCo (each as defined below) (the “**Transaction Agreement**”) and the transactions contemplated therein (the “**Proposed Transactions**”); and
- (b) sealing Confidential Appendix “A-2” to the Seventh Report of the Monitor dated July 22, 2025 (the “**Seventh Report**”), which includes an unredacted copy of the Transaction Agreement, until further order of the Court.

2. Such further and other relief as counsel may request and this Court may provide.

**THE GROUNDS FOR THE MOTION ARE:**

***Background***

3. On October 29, 2024, Royal Bank of Canada, in its capacity as administrative agent and as collateral agent (the “**Pre-Filing Agent**”) to the lenders (the “**Pre-Filing Lenders**”) under a second

amended and restated credit agreement dated as of January 14, 2022 (the “**Existing Credit Agreement**”), commenced proceedings under the CCAA in respect of the CCAA Parties.

4. On October 29, 2024, this Court issued an order (the “**Initial Order**”), among other things:
  - (a) granting an initial stay up to and including November 8, 2024 (the “**Stay Period**”);
  - (b) appointing FTI as Monitor with enhanced powers to oversee the business and financial affairs of the CCAA Parties, and as foreign representative of the CCAA Parties for the purposes of having these proceedings recognized outside of Canada (in such capacity, the “**Foreign Representative**”);
  - (c) approving the DIP financing principal terms sheet dated October 29, 2024 (as amended, the “**DIP Term Sheet**”) between Chesswood, as borrower, the other entities in the Chesswood Group, as guarantors (together, the “**Loan Parties**”), Royal Bank of Canada, as administrative and collateral agent, and the lenders thereunder, and authorizing borrowings under a secured super-priority credit facility established thereunder (the “**DIP Facility**”) in an initial amount of up to US\$4,000,000;
  - (d) granting a first-ranking charge in the amount of US\$2,000,000 in favour of the Monitor, the Foreign Representative, and Canadian and U.S. counsel to the Monitor and Foreign Representative (the “**Administration Charge**”);
  - (e) granting a charge, ranking second in priority only to the Administration Charge, over all of the Chesswood Group’s property to secure the DIP Facility; and
  - (f) scheduling a comeback hearing to be heard on November 7, 2024.



5. On October 30, 2024, the Foreign Representative filed petitions in the United States Bankruptcy Court for the District of Delaware (the “**U.S. Court**”) for recognition of the CCAA proceedings under chapter 15 of title 11 of the United States Code.

6. On November 7, 2024, this Court issued an amended and restated initial order (the “**ARIO**”), among other things:

- (a) extending the Stay Period until January 31, 2025; and
- (b) increasing the permitted borrowings under the DIP Facility up to a maximum of US\$65,000,000, subject to the terms and conditions of the ARIO and the DIP Term Sheet.

7. The Court subsequently extended the Stay Period until October 3, 2025.

8. On November 25, 2024, the U.S. Court entered, among others, a final order recognizing these CCAA proceedings as a foreign main proceeding and giving effect to the Initial Order and ARIO in the U.S.

9. On December 19, 2024, this Court issued an order approving a sale and investment solicitation process (the “**SISP**”), including bidding procedures thereunder, in respect of the CCAA Parties, other than 942328 Alberta Inc. (formerly Rifco National Auto Finance Corporation) and 908696 Alberta Inc.

10. On March 7, 2025, this Court issued an order (the “**Pawnee RVO**”) approving the sale by Chesswood US Acquisitionco Ltd. (the “**Pawnee Vendor**”) of all of the issued and outstanding shares in the capital of Pawnee Leasing Corporation and Tandem Finance, Inc. to North Mill Equipment Finance, LLC (“**North Mill**”) pursuant to a share purchase agreement (the “**Pawnee**

SPA”) through a reverse vesting transaction, vested certain excluded assets and liabilities in CGL Holdco, LLC (“**ResidualCo**”), and granted related relief (the “**Pawnee Transaction**”).

11. On April 1, 2025, the Pawnee Transaction closed.

***The Bishop Equity Interest***

12. Pursuant to the Pawnee RVO, among the assets of Pawnee that were transferred to ResidualCo was an equity interest (the “**Bishop Equity Interest**”) in Bishop Holdings LLC (“**Bishop Holdings**”), a Delaware LLC, which as of the time of transfer was a 10% equity interest.

13. Bishop Holdings is a joint venture vehicle that does not engage in any business or activity other than acting as purchaser of loan and lease assets from Pawnee and contributing them to Bishop Holdings Finance Trust (“**Bishop Trust**”, a trust settled by Bishop Holdings).

14. In the absence of a sale of the Bishop Equity Interest, ResidualCo would be entitled to receive payments from Bishop Holdings, which payments would be based on excess cashflows or repayments on loan and lease assets previously sold and/or contributed by Bishop Holdings to Bishop Trust, which payments would be spread out over the course of approximately three years. To the extent such loan and lease assets under perform and do not generate sufficient cashflows for the financing Bishop Trust obtained to acquire such assets, ResidualCo would be subject to periodic capital calls whereby it must either contribute capital or have its equity interest (and in turn distributions) diluted.

15. Since the closing of the Pawnee Transaction, a capital call has been made, which ResidualCo did not fund and which has resulted in a dilution of ResidualCo’s interest in Bishop

Holdings to approximately 8.7%. ResidualCo does not have access to funds for the purposes of such capital calls, or to finance the long-term administration of its interest in Bishop Holdings.

16. The Bishop Equity Interest was included in the SISP, but no offers were received. Following the closing of the Pawnee Transaction, the Monitor engaged with North Mill on a potential acquisition of the Bishop Equity Interest given Pawnee's ongoing relationship with Bishop Holdings, which discussions ultimately culminated in the signing of the Transaction Agreement.

### ***The Charge-Off Payments***

17. Pursuant to the terms of the Pawnee SPA, the Pawnee Vendor is entitled to receive 50% of net recoveries on "charge-offs" (*i.e.*, debts previously written off) ("**Charge-Off Payments**"), subject to certain exceptions, deductions and a maximum payment to Pawnee Vendor as set out in the Pawnee SPA.

18. Given that "charge-offs" are comprised of written off debts, the ultimate collectability and timing for recovery (if any) is largely unknown.

19. The Pawnee Vendor, North Mill and the Monitor have each had to incur time, costs and expenses in order to monitor and administer charge-offs.

20. Following discussions between the Monitor and North Mill, the parties agreed to a one-time incremental payment in lieu of the Charge-Off Payments other than the Charge-Off Payment obligations for the months of April, May and June 2025 (the "**Charge-Off Settlement**").

***The Proposed Transactions***

21. The Transaction Agreement contains the following key components:

- (a) a cash purchase price for the Bishop Equity Interest and the Bishop Assigned Contract (as defined in the Transaction Agreement) equal to the Purchase Price (as defined in the Transaction Agreement and disclosed in Confidential Appendix “A-2”);
- (b) North Mill assumes all liabilities and obligations (i) related to the Bishop Equity Interest arising out of events or circumstances after closing and (ii) of ResidualCo under the Bishop Assigned Contract;
- (c) North Mill will pay to the Pawnee Vendor the Charge-Off Settlement Amount (as defined in the Transaction Agreement and disclosed in Confidential Appendix “A-2”), as consideration for the amendment to the maximum charge-off payment (as set out in the Pawnee SPA);
- (d) closing is conditioned upon the granting of the Bishop AVO and a vesting recognition order being granted by the U.S. Court; and
- (e) the outside date for closing is August 29, 2025, unless extended in accordance with the Transaction Agreement.

***The Proposed Transactions should be approved***

22. The Proposed Transactions maximize the value of the estate and are in the best interests of all stakeholders.

23. Despite the extensive marketing efforts during the SISP, no transaction involving the Bishop Equity Interest was identified.

24. The Monitor believes that the sale of the Bishop Equity Interest on the terms set forth in the Transaction Agreement is more beneficial to creditors than a sale or disposition under a bankruptcy, particularly given the potential future capital call requirements.

25. The Monitor believes that the Charge-Off Settlement provides certainty of recovery for the CCAA Parties' estate as compared to the unknown value of the Charge-Off Payments (if any).

26. Absent the Charge-Off Settlement, the Pawnee Vendor and the Monitor will need to incur additional time and costs to monitor and assess charge-off recoveries without any certainty of associated Charge-Off Payment, if any.

27. The Pre-Filing Agent and the Pre-Filing Lenders are supportive of the Proposed Transactions.

***The Confidential Appendix***

28. The Seventh Report includes an appendix that contains commercially sensitive information, namely an unredacted copy of the Transaction Agreement (the “**Confidential Appendix**”).

29. The Confidential Appendix meets the *Sierra Club/Sherman Estate* test.

30. There is a public interest in maximizing recovery in an insolvency and protecting the integrity of a sale process.

31. There are no reasonable alternatives to sealing the Confidential Appendix from the public record.

32. The information in the Confidential Appendix (*i.e.*, the provisions redacted in the public Appendix) is discrete, proportional, and limited.

33. The salutary effects of sealing the Confidential Appendix outweigh the deleterious effects of doing so.

***General***

34. The provisions of the CCAA and the statutory, inherent, and equitable jurisdiction of this Court.

35. Such further and other grounds as counsel may advise.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

- (a) The Seventh Report of the Monitor dated July 22, 2025; and
- (b) Such further and other evidence as counsel may advise and this Honourable Court permit.

July 22, 2025

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**TO: THE SERVICE LIST**



IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C- Court File No: CV-24-00730212-00CL  
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

**NOTICE OF MOTION  
(BISHOP AVO)**

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# TAB 2

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

**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., WAYPOINT INVESTMENT PARTNERS INC., 1000390232 ONTARIO INC. and CGL HOLDCO, LLC**

**SEVENTH REPORT OF FTI CONSULTING CANADA INC., AS MONITOR**

**July 22, 2025**

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**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., WAYPOINT INVESTMENT PARTNERS INC.,  
1000390232 ONTARIO INC. and CGL HOLDCO, LLC

(each, a “**CCAA Party**”, and collectively, the “**CCAA Parties**”)

**SEVENTH REPORT TO THE COURT**  
**SUBMITTED BY FTI CONSULTING CANADA INC.,**  
**IN ITS CAPACITY AS MONITOR**

**A. INTRODUCTION**

1. On October 29, 2024 (the “**Filing Date**”), the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made an Order (the “**Initial Order**”) under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) in respect of the CCAA Parties (the proceedings commenced pursuant to the Initial Order, the “**CCAA Proceedings**”).<sup>1</sup> The Initial Order resulted from an application brought by Royal Bank of Canada, in its capacity as administrative agent and as collateral agent (in such capacity, the “**Pre-Filing Agent**”) to the lenders (the “**Pre-Filing Lenders**”) under a second amended and restated credit agreement dated as of January 14, 2022, as amended (the “**Existing Credit Agreement**”).

---

<sup>1</sup> The Initial Order applied to two additional entities, Pawnee Leasing Corporation (“**Pawnee**”) and Tandem Finance Inc. (“**Tandem**”), and did not include CGL Holdco LLC (“**ResidualCo**”). As discussed below, pursuant to the Pawnee RVO (as defined below), the shares of Pawnee and Tandem were sold by Chesswood U.S. Acquisitionco Ltd. (the “**Pawnee Vendor**”) and certain retained assets and liabilities were vested in ResidualCo, and Pawnee and Tandem were removed from, and ResidualCo was added to, the CCAA Proceedings.

2. Pursuant to the Initial Order, among other things, FTI Consulting Canada Inc. (“**FTI**”) was appointed as monitor of the CCAA Parties (in such capacity, the “**Monitor**”) with authority to, among other things, for and on behalf of, and in the name of, the CCAA Parties and their respective boards of directors, conduct and control the financial affairs and operations of the CCAA Parties, and carry on the Business of any of the CCAA Parties. The Initial Order also approved the DIP financing principal terms sheet dated October 29, 2024 (as amended, the “**DIP Term Sheet**”) between Chesswood Group Limited (“**Chesswood**”), as borrower, the other entities in the Chesswood Group, as guarantors (together, the “**Loan Parties**”), Royal Bank of Canada, as administrative and collateral agent (in such capacity, the “**DIP Agent**”), and the lenders thereunder (the “**DIP Lenders**”), and authorizing borrowings under a secured super-priority credit facility established thereunder (the “**DIP Facility**”).
3. On October 30, 2024, the Monitor, in its capacity as foreign representative, commenced proceedings under chapter 15 of title 11 of the United States Code (“**Chapter 15**” and proceedings commenced thereunder, “**Chapter 15 Proceedings**”) for each of the CCAA Parties with the U.S. Bankruptcy Court for the District of Delaware (the “**U.S. Court**”). On October 31, 2024, the U.S. Court entered, among others, an *Order Granting Petitioner’s Motion for Provisional Relief*.
4. On November 7, 2024, the Court issued an amended and restated Initial Order (the “**ARIO**”), which, among other things, (i) extended the period of the Court-ordered stay of proceedings in respect of the CCAA Parties under the CCAA until January 31, 2025 (the “**Stay Period**”), and (ii) increased the permitted DIP Borrowings (as defined in the ARIO) up to a maximum of US\$65,000,000, subject to the terms and conditions of the ARIO and the DIP Term Sheet. The Stay Period has subsequently been extended by the Court until and including October 3, 2025.
5. On November 25, 2024, the U.S. Court entered a final order recognizing the CCAA Proceedings as a foreign main proceeding and giving effect to the Initial Order and ARIO in the U.S.

6. On December 19, 2024, the Court issued an Order (the “**SISP Approval Order**”) that, among other things, approved a sale and investment solicitation process (the “**SISP**”), including bidding procedures thereunder in respect of the CCAA Parties, other than the Rifco Entities (as defined below).
7. On January 29, 2025, the Court issued an Order (the “**Rifco AVO**”) that, among other things, approved the sale of certain assets by the Rifco Entities (as defined below) to Vault Auto Finance Corporation, and granted related relief (the “**Rifco Transaction**”). On February 14, 2025, the Rifco Transaction closed and Rifco National Auto Finance Corporation and Rifco Inc. (together, the “**Rifco Entities**”) filed articles of amendment to change their legal names to 942328 Alberta Inc. and 908696 Alberta Inc., respectively.
8. On March 7, 2025, the Court issued an Order (the “**Pawnee RVO**”) that, among other things, approved the sale by the Pawnee Vendor of all of the issued and outstanding shares in the capital of Pawnee and Tandem to North Mill Equipment Finance, LLC (“**North Mill**”) through a reverse vesting transaction (the “**Pawnee Transaction**”), vested certain excluded assets and liabilities in ResidualCo, and granted related relief.
9. The Pawnee Transaction closed on April 1, 2025.
10. On June 9, 2025, the Court issued an Order (the “**Waypoint AVO**”) that, among other things, approved a sale of all issued and outstanding shares of Waypoint Investment Partners Inc. (“**Waypoint**”) by Chesswood Capital Management Inc. and granted related relief (the “**Waypoint Transaction**”). The Waypoint Transaction is currently anticipated to close by early August.
11. As set out more fully in the affidavit of Wenwei (Wendy) Chen sworn October 28, 2024 (the “**Chen Affidavit**”) filed in support of the application for the Initial Order, (i) the CCAA Parties’ business was a financial services company that provided loans to small businesses and consumers across Canada and the United States, focusing on equipment, vehicle and legal financing, and specializing in providing loans to a wide range of credit profiles, and (ii) CCAA protection was necessary given an impending liquidity crisis caused by, among other things, an inability of the CCAA Parties to pay their senior debt

obligations as they became due, and several other continuing defaults under the Existing Credit Agreement, such that new borrowings under the Existing Credit Agreement were no longer permitted.

12. FTI filed a pre-filing report dated October 29, 2024 (the “**Pre-Filing Report**”) with the Court prior to the commencement of the CCAA Proceedings. The Pre-Filing Report and previous reports filed by the Monitor with the Court in these proceedings, including its fourth report dated February 28, 2025, filed in connection with the Monitor’s motions for the Pawnee RVO, and a supplement thereto dated April 30, 2025, as well as copies of the Orders granted by the Court in these proceedings, including the Initial Order, the ARIO, the SISP Approval Order, the Rifco AVO, the Pawnee RVO, and the Waypoint AVO, are available on the Monitor’s website at <http://cfcanada.fticonsulting.com/Chesswood> (the “**Monitor’s Website**”).
13. This seventh report of the Monitor (the “**Seventh Report**”) is being filed:
  - (a) to provide an update on certain developments in the CCAA Proceedings since the date of the sixth report of the Monitor dated June 2, 2025 (the “**Sixth Report**”), and the CCAA Parties’ actual cash receipts and disbursements for the 7-week period ending July 11, 2025, and a comparison to the most recent cash flow forecast in these CCAA proceedings (the “**June 2025 Forecast**”); and
  - (b) in support of the Monitor’s motion returnable July 29, 2025, seeking an order (the “**Bishop AVO**”) approving the transaction agreement dated July 22, 2025, among the Pawnee Vendor (as defined below), North Mill, and ResidualCo (the “**Transaction Agreement**”) and the transactions contemplated therein (the “**Proposed Transactions**”), including:
    - (i) the sale of the equity interests of Bishop Holdings (as defined below) owned by ResidualCo to North Mill; and
    - (ii) the Charge-Off Payment Settlement (as defined below).



**B. TERMS OF REFERENCE**

14. In preparing this Seventh Report, the Monitor has relied upon audited and unaudited financial information of the CCAA Parties' books and records, certain financial information and forecasts prepared by the CCAA Parties, discussions with various stakeholders and parties, including senior management of the CCAA Parties ("**Management**") and their respective advisors, and information and documentation provided by the Pre-Filing Agent and its legal counsel, Blake, Cassels & Graydon LLP (collectively, the "**Information**").
15. Except as otherwise described in this Seventh Report:
  - (a) the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
  - (b) the Monitor has not examined or reviewed the financial forecasts or projections referred to in this Seventh Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
16. Future-oriented financial information reported in, or relied on, in preparing this Seventh Report is based on Management's assumptions regarding future events. Actual results will vary from these forecasts and such variations may be material.
17. The Monitor has prepared this Seventh Report in connection with its motion for the Bishop AVO. This Seventh Report should not be relied on for any other purpose.
18. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the ARIO or the Transaction Agreement, as applicable.

## **C. MONITOR'S ACTIVITIES SINCE THE SIXTH REPORT**

19. Since the Sixth Report, the Monitor has undertaken the following activities, among others:
- (a) updating the Monitor's Website as necessary, including posting copies of the Sixth Report and other related documents;
  - (b) engaging with the Pawnee Vendor, ResidualCo, North Mill and the Pre-Filing Agent with respect to the Proposed Transactions and the Transaction Agreement;
  - (c) monitoring the Monitor's email inbox and responding to enquiries;
  - (d) participating in discussions with and assisting the CCAA Parties in discussions with employees, suppliers, creditors, other stakeholders and other parties on matters related to the CCAA Proceedings and responding to requests for information from certain such parties;
  - (e) monitoring the receipts and disbursements of the CCAA Parties;
  - (f) responding to enquiries from stakeholders and participating in discussions with certain stakeholders;
  - (g) engaging with the CCAA Parties and applicable stakeholders with respect to completion of the Waypoint Transaction;
  - (h) engaging in discussions with respect to potential transactions relating to the CCAA Parties' remaining assets and business;
  - (i) engaging in discussions with the CCAA Parties and the Pre-Filing Agent regarding the termination or disclaimer of certain contracts; and
  - (j) preparing this Seventh Report.

## **D. THE PROPOSED TRANSACTIONS**

### **Background – Bishop Equity Interest**

20. As noted above, on March 7, 2025, the Court issued the Pawnee RVO, which approved the sale by the Pawnee Vendor of all of the issued and outstanding shares in the capital of Pawnee and Tandem to North Mill through a reverse vesting transaction and granted related relief.

21. The Pawnee Transaction closed on April 1, 2025, and, pursuant to the Pawnee RVO, certain assets (the “**Excluded Assets**”) and liabilities of Pawnee were transferred to ResidualCo prior to the acquisition of all of the issued and outstanding shares in the capital of Pawnee by North Mill. The Excluded Assets included a 10% equity interest (the “**Bishop Equity Interest**”) in Bishop Holdings LLC, a Delaware limited liability corporation, (“**Bishop Holdings**”) and certain contracts. An unrelated third party, W-Bishop S LLC (the “**Wafra Member**”), holds the remaining equity in Bishop Holdings.
22. Bishop Holdings is a joint venture vehicle that does not engage in any business or activity other than acting as purchaser of loan and lease assets from Pawnee and contributing them to Bishop Holdings Finance Trust (“**Bishop Trust**”, a trust settled by Bishop Holdings). Bishop Holdings receives payments of excess cashflows or repayments from Bishop Trust on the loan and lease assets previously sold and/or contributed by Bishop Holdings to Bishop Trust and subsequently financed by Bishop Trust with Deutsche Bank, AG New York Branch (the “**Bishop Facility**”). Neither Bishop Holdings nor Bishop Trust are CCAA Parties.
23. Following the Filing Date, and in accordance with the SISP, the Monitor contacted 198 parties that may have had an interest in the Chesswood Group’s business and assets, including the Bishop Equity Interest. The Monitor engaged in various discussions with potentially interested parties with respect to the Bishop Equity Interest during the SISP, including in connection with potential transactions relating to Pawnee, but did not ultimately receive any offers in respect of the Bishop Equity Interest.
24. In the absence of a sale of the Bishop Equity Interest, ResidualCo would be entitled to receive payments pursuant to the terms of the Limited Liability Company Agreement of Bishop Holdings (as amended, the “**Bishop LLC Agreement**”), which payments would be based on excess cashflows or repayments on loan and lease assets previously sold and/or contributed to Bishop Trust. In the normal course, these payments would be mainly spread out over the course of approximately three years. To the extent such loan and lease assets under perform and do not generate sufficient cashflows for the financing provided by the Bishop Facility, holders of equity interests in Bishop Holdings, including ResidualCo, are

subject to periodic capital calls where such holders must either contribute capital or have their equity interest (and in turn distributions) diluted. The amount and frequency of capital calls is unknown given that they are a function of the performance of the assets held by Bishop Trust (*i.e.*, if repayments on loan and lease assets fall below amounts required under the Bishop Facility, Bishop Holdings may initiate a capital call). Since the closing of the Pawnee Transaction, a capital call in excess of US\$300,000 has been made, which ResidualCo did not fund and which has resulted in a dilution of ResidualCo's interest in Bishop Holdings to approximately 8.7%, with the Wafra Member now currently holding an approximately 91.3% interest. ResidualCo does not have access to funds to satisfy such capital calls, or to finance the long-term administration of its interest in Bishop Holdings. The Monitor anticipates additional capital calls may occur, in which case the Bishop Equity Interest would be further diluted.

25. Following the implementation of the Pawnee Transaction and in light of the foregoing, the Monitor engaged with North Mill to discuss the potential acquisition of the Bishop Equity Interest given Pawnee's ongoing relationship with Bishop Holdings (*i.e.*, as vendor of loan and lease assets to Bishop Holdings, and in administering and servicing such loans and leases). These discussions ultimately culminated in the signing of the Transaction Agreement, described further below.

#### Background – Charge-Off Payments

26. As noted above, a sale by Pawnee Vendor to North Mill of all of the issued and outstanding shares in the capital of Pawnee closed on April 1, 2025. The share purchase agreement governing the Pawnee Transaction (the “**Pawnee SPA**”) provides that the Pawnee Vendor is entitled to receive 50% of net recoveries on “charge-offs” (*i.e.*, debts previously written off, which the Monitor understands would typically occur after 154 days of non-payment) (“**Charge-Off Payments**”), subject to certain exceptions, deductions, and a maximum payment to Pawnee Vendor of US\$2.5 million (the “**Maximum Charge-Off Payment**”). Pursuant to the Pawnee SPA, the first Charge-Off Payment will become due thirty (30) days after June 30, 2025 in respect of the months of April, May and June 2025.

27. Given that “charge-offs” are comprised of written off debts, the ultimate collectability and timing for recovery (if any) on charge-offs is largely unknown. Further, the Pawnee Vendor, North Mill and Monitor have each had to incur time, costs and expenses in order to monitor and administer these charge-offs, including the preparation and review of collection reports and supporting documentation required by the Pawnee SPA, as well as engaging with each other with respect to any discrepancies in such reports or disagreements between the parties. This time and these costs and expenses continue to be incurred by the parties notwithstanding that the Monitor anticipates, based on discussions with former Pawnee management, that the collectability of such amounts may decrease on an ongoing basis with the passage of time.
28. In light of the foregoing, the Monitor engaged in discussions with North Mill to replace the Charge-Off Payment right with a one-time incremental payment that would allow each party to reduce the ongoing time, cost and burden of monitoring and administering such payments. These discussions ultimately culminated in the inclusion of the Charge-Off Settlement (as defined and described further below) in the Transaction Agreement whereby North Mill would pay the Charge-Off Settlement Amount (as defined below) to the Pawnee Vendor as consideration for an amendment to the Maximum Charge-Off Payment in the Pawnee SPA.

Key terms of the Proposed Transactions

29. The key terms of the Transaction Agreement are summarized below (capitalized terms in this section not otherwise defined in this Seventh Report are as defined in the Transaction Agreement):<sup>2</sup>
- (a) **Purchaser:** North Mill.
  - (b) **Vendor:** CGL HoldCo, LLC (*i.e.*, ResidualCo).
  - (c) **Pawnee Vendor:** Chesswood U.S. Acquisitionco Ltd.

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<sup>2</sup> The following summary is qualified in its entirety by the actual terms of the Transaction Agreement.

- (d) **Sale and Transfer of Purchased Assets:** Vendor will sell, assign, transfer and convey to North Mill and North Mill shall purchase and acquire from the Vendor, all of the Vendor's right, title and interest in, to and under the Bishop Equity Interest and the Bishop Assigned Contract (*i.e.*, the Bishop LLC Agreement) (the "**Purchased Assets**").
- (e) **Assumption of Liabilities:** North Mill assumes and agrees to pay, perform and discharge when due in accordance with their terms, all liabilities and obligations (contractual, legal or otherwise) (i) which relate to the Bishop Equity Interest arising out of events or circumstances that occur after closing; and (ii) of the Vendor under the Bishop Assigned Contract.
- (f) **Purchase Price:** North Mill will pay to the Vendor at closing for the Purchased Assets an amount equal to the Purchase Price (as defined in the Transaction Agreement and disclosed in Confidential Appendix "A-2").
- (g) **Charge-Off Settlement:** North Mill will pay to the Pawnee Vendor an amount equal to the Charge-Off Settlement Amount (as defined in the Transaction Agreement and disclosed in Confidential Appendix "A-2") as consideration for the amendment to the Maximum Charge-Off Payment in the Pawnee SPA (the "**Charge-Off Settlement**"). The Charge-Off Settlement Amount is payable at closing.
- (h) **Payment of Charge-Off Amounts:** The aggregate Charge-Off Payment amounts with respect to the months of April, May, and June 2025 are payable to Pawnee Vendor not later than the earlier of: (i) the date that is thirty (30) days following the end of the calendar quarter ending June 30, 2025, and (ii) closing of the Proposed Transaction. The payment of these amounts, defined in the Transaction Agreement as "Aggregate Q2 Charge-Off Payment Amount" will satisfy the amended Maximum Charge-Off Payment pursuant to the Pawnee SPA.
- (i) **"As is, Where is":** North Mill will acquire the Purchased Assets on an "as is, where is" basis, and the Vendor and Pawnee Vendor have made certain customary

disclaimers with respect to the Purchased Assets and other matters contemplated by the Transaction Agreement.

- (j) **Granting of Approval Orders:** The completion of the Proposed Transaction is conditioned upon, among other things, the Bishop AVO and Vesting Recognition Order having been issued and entered by the Court and U.S. Court, respectively.
- (k) **Closing Date:** The Vendor and North Mill have agreed to a target closing of August 25, 2025, with an outside closing date of August 29, 2025 (the “**Outside Date**”), in each case unless the Vendor and North Mill mutually agree to extend such date.
- (l) **Termination:** The Transaction Agreement may be terminated in the following circumstances, among others (and subject to certain limitations set out in the Transaction Agreement):
  - (i) by mutual written agreement of the Vendor and North Mill;
  - (ii) by the Vendor or North Mill, if closing has not occurred on or before 5:00 p.m. (Eastern Time) on the Outside Date;
  - (iii) by the Vendor or North Mill, if the Bishop AVO is denied by the Court (or is stayed, vacated or varied without their respective consent);
  - (iv) by the Vendor or North Mill, if the U.S. Court declines at any time to grant the Vesting Recognition Order, provided that any decision of the U.S. Court is not under appeal by the Vendor;
  - (v) by the Vendor or North Mill if a Governmental Entity issues an order or takes any other action to restrain, enjoin or otherwise prohibit the consummation of the Proposed Transactions and such order has become a final, non-appealable Order; or

- (vi) by the Vendor if North Mill fails to fund the purchase price and the Charge-Off Settlement Amount on or prior to the date on when closing would have otherwise occurred.

- 30. The Bishop AVO contemplates, among other things, that the aggregate cash proceeds from the Proposed Transactions will be distributed to the Pre-Filing Agent as repayment of the indebtedness under the Existing Credit Agreement.

**E. APPROVAL OF THE PROPOSED TRANSACTIONS**

- 31. The Monitor is seeking approval of the sale of the Bishop Equity Interest and related relief for the following reasons:

- (a) Extensive efforts were made to identify a sale or investment transaction involving the business and assets of the CCAA Parties, including the Bishop Equity Interest.
- (b) Despite the extensive marketing efforts during the SISP, no transaction involving the Bishop Equity Interest was identified.
- (c) The Monitor believes that the sale of the Bishop Equity Interest on the terms set forth in the Transaction Agreement is more beneficial to creditors than a sale or disposition under a bankruptcy, particularly given the potential future capital call requirements described further above.

- 32. The Monitor is seeking approval of the Charge-Off Settlement and related relief for the following reasons:

- (a) The Monitor is of the view that the Charge-Off Settlement provides certainty of recovery for the CCAA Parties' estate as compared to the unknown value of the Charge-Off Payments (if any) due to, among other things, the unknown collectability and timing of the underlying charge-offs as well the anticipated decrease in their collectability over time, and that the Charge-Off Settlement Amount is reasonable in the circumstances.



- (b) Absent the Charge-Off Settlement, the Pawnee Vendor and the Monitor will need to incur additional time and costs to monitor and assess charge-off recoveries without any certainty of associated Charge-Off Payments, if any, being enough to offset the corresponding time and cost. By way of the Charge-Off Settlement, the Pawnee Vendor will receive a guaranteed payment without corresponding costs to monitor and assess charge-off recoveries.

33. The Pre-Filing Lenders support the Proposed Transactions.

**F. SEALING OF CONFIDENTIAL INFORMATION**

34. Confidential Appendix “A-2” to this Seventh Report contains an unredacted copy of the Transaction Agreement, which discloses certain commercially sensitive financial information (the “**Confidential Information**”), including the purchase price for the Bishop Equity Interest, the Charge-Off Settlement Amount, and the Aggregate Q2 Charge-Off Payment Amount (as defined in the Transaction Agreement).
35. The disclosure of this Confidential Information could pose a serious risk to the objective of maximizing value in these CCAA Proceedings. If the Proposed Transactions were to not close, disclosure of the Confidential Information would impair the integrity of any subsequent process to find any subsequent purchaser. Accordingly, the Monitor is requesting a sealing order in respect of the unredacted copy of the Transaction Agreement, pending further order of the Court. In the Monitor’s view, in the circumstances, the salutary effects of the proposed sealing order outweighs any deleterious effects that may exist.

**G. RECEIPTS AND DISBURSEMENTS FOR THE 7-WEEK PERIOD ENDED JULY 11, 2025**

36. The CCAA Parties’ actual negative net cash flow on a consolidated basis for the 7-week period ending July 11, 2025, was approximately US\$2.7 million, compared to a forecasted negative net cash flow of approximately US\$4.1 million, representing a positive variance of approximately US\$1.5 million as summarized below:

(\$USD in thousands)

	7 Weeks Ending July 11, 2025			
	Actual	Forecast	Variance (\$)	Variance (%)
<b>Receipts</b>				
Receipts from Securitization Assets	\$ -	\$ -	\$ -	0%
Receipts from Financing Instrument Receivables	101	-	101	100%
<b>Total Receipts</b>	<b>\$ 101</b>	<b>\$ -</b>	<b>\$ 101</b>	<b>100%</b>
<b>Disbursements</b>				
<i>Operating Disbursements</i>				
Disbursements from Securitization Assets	-	-	-	0%
Collections Expense	-	-	-	0%
Payroll	(182)	(283)	101	36%
Other Operating Expenses	(164)	(1,192)	1,028	86%
Taxes	-	-	-	0%
<b>Total Operating Disbursements</b>	<b>\$ (346)</b>	<b>\$ (1,475)</b>	<b>\$ 1,129</b>	<b>77%</b>
<b>Net Cash from Operations</b>	<b>\$ (245)</b>	<b>\$ (1,475)</b>	<b>\$ 1,230</b>	<b>83%</b>
<i>Financing Disbursements</i>				
Loan Repayments	-	-	-	0%
Interest Expenses	(806)	(1,027)	221	22%
<i>Restructuring Disbursements</i>				
Restructuring Legal and Professional Costs	(1,602)	(1,619)	17	1%
<b>Net Cash Flows</b>	<b>\$ (2,653)</b>	<b>\$ (4,120)</b>	<b>\$ 1,468</b>	<b>36%</b>
Beginning Balance	918	918	-	0%
Net Cash Flows	(2,653)	(4,120)	1,468	36%
Transaction Proceeds Holdback	2,495	3,953	(1,458)	-37%
DIP Advances	-	-	-	0%
DIP Fees & Interest	-	-	-	0%
FX Gain (Loss)	(2)	-	(2)	-100%
<b>Ending Balance</b>	<b>758</b>	<b>750</b>	<b>8</b>	<b>1%</b>

37. Explanations for the key variances from the June 2025 Forecast are as follows:

- (a) positive variance in receipts from 'Financing Instruments Receivables' of approximately US\$0.1 million due to higher than forecast collections from 1000390232 Ontario Inc. (d/b/a Easy Legal) and Waypoint;
- (b) positive variance in 'Payroll' of approximately US\$0.1 million due to lower than forecast payroll;
- (c) positive variance in 'Other Operating Expenses' of approximately US\$1.0 million due to lower than forecast actual operating disbursements, which is temporary in nature and may be expected to reverse in future weeks; and
- (d) positive variance in 'Interest Expenses' of approximately US\$0.2 million due to higher forecast interest expenses compared to actual interest expenses incurred, as a result of timing of repayment to the CCAA Parties' secured lenders.

## **H. CONCLUSION**

38. For the reasons set out in this Seventh Report, the Monitor is of the view that the Proposed Transactions should be approved and that the proposed Bishop AVO is necessary, reasonable and justified in the circumstances.

All of which is respectfully submitted this 22<sup>nd</sup> day of July, 2025.

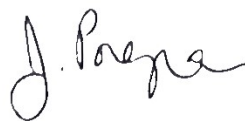
**FTI Consulting Canada Inc.**

In its capacity as 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., 908696 Alberta Inc., Waypoint Investment Partners Inc., 1000390232 Ontario Inc. and CGL Holdco, LLC and not in its personal or corporate capacity



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Jeffrey Rosenberg  
Senior Managing Director



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Jodi Porepa  
Senior Managing Director

**APPENDIX “A-1” – REDACTED BISHOP TRANSACTION AGREEMENT**

(see attached)

**NORTH MILL EQUIPMENT FINANCE, LLC**

**AS THE PURCHASER**

**- AND -**

**CGL HOLDCO, LLC**

**AS THE VENDOR**

**- AND -**

**CHESSWOOD U.S. ACQUISITIONCO LTD.**

**AS THE PAWNEE VENDOR**

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**TRANSACTION AGREEMENT**

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**DATED JULY 22, 2025**

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## TRANSACTION AGREEMENT

**THIS AGREEMENT** is made as of July 22, 2025:

**BETWEEN:**

**NORTH MILL EQUIPMENT FINANCE, LLC** (the “**Purchaser**”)

- and -

**CGL HOLDCO, LLC** (the “**Vendor**”)

- and -

**CHESSWOOD U.S. ACQUISITIONCO LTD.** (the “**Pawnee Vendor**”)

**WHEREAS:**

- A. On October 29, 2024, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made an Order (as amended and restated on November 7, 2024, and as otherwise amended and/or restated from time to time, the “**Initial Order**”) under the *Companies’ Creditors Arrangement Act* (Canada), as amended (the “**CCAA**”) in respect of Chesswood Group Limited and its direct and indirect subsidiaries (the proceedings commenced pursuant to the Initial Order, the “**CCAA Proceedings**”).
- B. On March 7, 2025, the Court made an Order under the CCAA (the “**Pawnee Approval and Reverse Vesting Order**”) approving, among other things: (i) the transactions contemplated by the share purchase agreement dated as of February 28, 2025 between the Pawnee Vendor, as vendor, and the Purchaser, as purchaser (the “**Pawnee Sale Agreement**”); (ii) the transfer of Excluded Assets (as such terms is defined in the Pawnee Sale Agreement) in and to the Vendor (as further described in Recital F below), (iii) the addition of the Vendor as a party to the CCAA Proceedings; and (iv) the removal of Pawnee Leasing Corporation (“**Pawnee**”) as a party to the CCAA Proceedings.
- C. On October 30, 2024, the Monitor, in its capacity as foreign representative, commenced proceedings under chapter 15 of title 11 of the United States Code (such proceedings, the “**U.S. Proceedings**”) for each of the CCAA Parties (as defined in the Initial Order) with the U.S. Bankruptcy Court for the district of Delaware (the “**U.S. Court**”). On November 25, 2024, the U.S. Court entered an Order which, among other things, recognized the CCAA Proceedings as a foreign main proceeding and gave effect to the Initial Order in the U.S.
- D. On March 6, 2024, the Monitor, in its capacity as foreign representative, commenced the U.S. Proceedings for the Vendor.
- E. On March 24, 2025, the U.S. Court entered the *Order (I) Recognizing and Enforcing the Pawnee Vesting Order, (II) Authorizing and Approving the Pawnee Transaction Free and Clear of Liens, Claims, Encumbrances and Other Interests and (III) Granting Related Relief* (the “**U.S. Sale Order**”) which order, among other things, gave full force and effect to the Pawnee Approval and Reverse Vesting Order in the territorial jurisdiction of the U.S., approved the transactions

contemplated thereby, and recognized the U.S. Proceedings of the Vendor and provided that, upon addition of the Vendor as an applicant in the CCAA Proceedings and as a debtor for purposes of the U.S. Proceedings, the relief granted by the U.S. Court during the U.S. Proceedings would apply to the Vendor.

- F. Pursuant to the Pawnee Approval and Reverse Vesting Order and the U.S. Sale Order, effective April 1, 2025, the Vendor was transferred all of Pawnee's right, title and interest in and to, among other things, the equity in Bishop Holdings LLC, a Delaware limited liability corporation ("**Bishop Holdings**") held by Pawnee (which as of the time of transfer was a 10% equity interest) and certain Excluded Contracts (as such term is defined in the Pawnee Sale Agreement).
- G. Pursuant to the Pawnee Sale Agreement, the Purchaser agreed to pay Charge-Off Payments to the Pawnee Vendor, up to the Maximum Charge-Off Payment, on and subject to the terms and conditions of the Pawnee Sale Agreement.
- H. The Vendor desires to sell, and Purchaser desires to purchase, (i) all of the Equity Interests of Bishop Holdings owned by the Vendor and (ii) all of the Vendor's right, title and interest in and to certain Excluded Contracts (as such term is defined in the Pawnee Sale Agreement), on and subject to the terms and conditions of this Agreement.
- I. The Purchaser and the Pawnee Vendor have agreed to amend the Pawnee Sale Agreement to provide for the termination of the Purchaser's obligation to pay any further Charge-Off Payments to the Pawnee Vendor following the date of this Agreement in consideration for a payment by the Purchaser to the Pawnee Vendor in the Charge-Off Settlement Amount.

**NOW THEREFORE** in consideration of the covenants and mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In this Agreement:

**"Action"** means any claim, counterclaim, application, action, suit, cause of action, Order, charge, indictment, prosecution, demand, complaint, grievance, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at Law or in equity and by or before a Governmental Entity.

**"Administration Charge"** has the meaning set out in the Initial Order.

**"Affiliate"** means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to **"control"** another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of Equity Interests, by contract or otherwise; and the term **"controlled"** shall have a similar meaning.

“**Aggregate Q2 Charge-Off Payment Amount**” has the meaning set out in Section 7.1(a).

“**Agreement**” means this Transaction Agreement, including the preamble and the Recitals, and all the Schedules attached hereto, as they may be amended, restated or supplemented from time to time in accordance with the terms hereof.

“**Applicable Law**” means, with respect to any Person, property, transaction, event or other matter, any transnational, foreign or domestic, federal, provincial, territorial, state, local or municipal (or any subdivision of them) law (including common law and civil law), constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, by-law (zoning or otherwise), Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law (“**Law**”), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

“**Approval and Vesting Order**” means an Order of the Court to be issued in the CCAA Proceedings, substantially in the form attached hereto as **Exhibit A**:

- (a) approving this Agreement and the Transactions; and
- (b) vesting in the Purchaser all of the Vendor’s right, title and interest in and to the Bishop Equity Interests and the Bishop Assigned Contract free and clear of all Encumbrances to Be Discharged.

“**Assignment and Assumption Agreement**” means an assignment and assumption agreement, in form and substance satisfactory to the Purchaser and the Vendor, acting reasonably, evidencing the assignment to the Purchaser of the Vendor’s rights, benefits and interests in, to and under the Bishop Assigned Contract and the assumption by the Purchaser of all of the Assumed Liabilities under or in respect of the Bishop Assigned Contract.

“**Assumed Liabilities**” means: (a) Liabilities which relate to the Bishop Equity Interests arising out of events or circumstances that occur after the Closing; and (b) Liabilities of the Vendor under the Bishop Assigned Contract.

“**Authorization**” means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Entity having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person’s property or business and affairs (including any zoning approval, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters.

“**Bankruptcy Code**” means title 11, of the United States Code, 11 U.S.C. §§ 101, *et seq.*

“**Bishop Assigned Contract**” means the Amended and Restated Limited Liability Company Agreement of Bishop Holdings dated effective as of October 30, 2023, as amended by a First Amendment dated effective January 31, 2024.

“**Bishop Equity Interests**” means all of the Equity Interests of Bishop Holdings owned by the Vendor.

“**Bishop Holdings**” has the meaning set out in the Recitals.

**“Books and Records”** means all books, records, files, papers, books of account and other financial data related to the Bishop Equity Interests, the Bishop Assigned Contract and the Assumed Liabilities in the possession, custody or control of the Vendor.

**“Business Day”** means any day except Saturday, Sunday or any day on which banks are generally not open for business in Toronto, Ontario or New York, New York.

**“CCAA”** has the meaning set out in the Recitals.

**“CCAA Proceedings”** has the meaning set out in the Recitals.

**“Charge-Off Payments”** has the meaning given to such term in the Pawnee Sale Agreement.

**“Charge-Off Settlement Amount”** has the meaning set out in Section 7.1(c).

**“Claims”** means all debts, obligations, expenses, costs, damages, losses, Taxes, Actions, Liabilities, Encumbrances (other than Permitted Encumbrances), accounts payable, indebtedness, contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise).

**“Closing”** means the completion of the Transactions in accordance with the provisions of this Agreement.

**“Closing Date”** means the date on which Closing occurs.

**“Closing Deliverables”** means all contracts, agreements, certificates and instruments required by this Agreement to be delivered at or before the Closing in order to effect the Transactions.

**“Closing Time”** means the time on the Closing Date at which Closing occurs, as evidenced by the Monitor’s Certificate.

**“Code”** means the United States Internal Revenue Code of 1986, as amended.

**“Conditions Certificates”** has the meaning set out in Section 9.4.

**“Contracts”** means contracts, agreements, deeds, licenses, leases, obligations, commitments promises, undertakings, engagements, understandings and arrangements to which the Vendor is a party to or by which the Vendor is bound or under which the Vendor has, or will have at Closing, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied).

**“Court”** has the meaning set out in the Recitals.

**“DIP Charge”** has the meaning set out in the Initial Order.

**“Encumbrances”** means all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, floating charges, mortgages, pledges, assignments, conditional sales, warrants, adverse claims, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights), restrictive covenants, easements, servitudes, rights of way, licenses, leases, encroachments, and all other encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

**“Encumbrances to Be Discharged”** means all Encumbrances on the Bishop Equity Interests and the Bishop Assigned Contract other than Permitted Encumbrances, including without limitation, the Administration Charge, the KERP Charge, the DIP Charge, and any other charge granted by the Court in the CCAA Proceedings.

**“Equity Interests”** means (a) any partnership interests, (b) any limited liability company interests or units, (c) any shares of capital stock, (d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distribution of assets of, the issuing entity, (e) any options or commitments of any kind or character relating to, or entitling any Person or entity to purchase or otherwise acquire limited liability company interests or units, capital stock, or any other equity securities, (f) any warrants, (g) any securities convertible into or exercisable or exchangeable for partnership interests, limited liability company interests or units, capital stock, or any other equity securities, or (h) any other interest classified as an equity security of a Person.

**“Governmental Entity”** means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them, or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

**“Initial Order”** has the meaning set out in the Recitals.

**“Interim Period”** means the period from the date of this Agreement until the earlier of: (a) the Closing Time; and (b) the termination of this Agreement in accordance with Article 9.

**“KERP Charge”** has the meaning given to such term in the Order of the Court dated December 19, 2024, in respect of, among other things, a Key Employee Retention Plan.

**“Law”** has the meaning set out in the definition of **“Applicable Law”**.

**“Liability”** means, with respect to any Person, any liability or obligation (contractual, legal or otherwise) of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

**“Maximum Charge-Off Payment”** has the meaning given to such term in the Pawnee Sale Agreement.

**“Monitor”** means FTI Consulting Canada Inc. in its capacity as monitor of the Vendor and the Pawnee Vendor in the CCAA Proceedings.

**“Monitor’s Certificate”** means the certificate, substantially in the form attached as Schedule “A” to the Approval and Vesting Order, to be delivered by the Monitor in accordance with Section 9.4, and thereafter filed by the Monitor with the Court.

**“Order”** means any order, directive, stipulation, charge, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Entity (in each case whether preliminary, interim or final).

**“Organizational Documents”** shall mean, with respect to any Person (other than an individual), the articles or certificate of incorporation, articles or certificate of formation, articles or certificate of organization,

articles of association and other applicable organizational or charter documents relating to the formation of such entity and the bylaws, limited liability company agreement, operating agreement, partnership agreement and other applicable documents relating to the operation, governance or management of such entity.

**“Outside Date”** means August 29, 2025, or such later date as the Vendor and the Purchaser may mutually agree.

**“Party”** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **“Parties”** means more than one of them.

**“Pawnee”** has the meaning set out in the Recitals.

**“Pawnee Approval and Reverse Vesting Order”** has the meaning set out in the Recitals.

**“Pawnee Sale Agreement”** has the meaning set out in the Recitals.

**“Pawnee Vendor”** has the meaning set out in the preamble hereto.

**“Permitted Encumbrances”** means any Encumbrances arising under the terms of the Bishop Assigned Contract or the Organizational Documents of Bishop Holdings.

**“Person”** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Entity, and the executors, administrators or other legal representatives of an individual in such capacity.

**“Purchase Price”** has the meaning set out in Section 3.1.

**“Purchaser”** has the meaning set out in the preamble hereto, and includes any successor or permitted assignee thereof.

**“Purchaser Released Parties”** has the meaning set out in Section 5.6.

**“Released Claims”** means all Claims and Orders, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including “claims” as defined in the CCAA and including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

**“Representative”** when used with respect to a Person means each director, officer, employee, consultant, equity holder, member, partner, consultant, investor, contractor, subcontractor, financial adviser, legal counsel, accountant and other agent, advisor or representative of that Person.

**“Target Closing Date”** means August 25, 2025, or such later date as the Vendor and the Purchaser may mutually agree.

**“Taxes”** or **“Tax”** means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, global minimum taxes, mining taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, property transfer taxes, escheat obligations, unclaimed property obligations, capital taxes, net worth taxes, production taxes, sales taxes, goods and services taxes, harmonized sales

taxes, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, governmental pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment/unemployment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add on minimum taxes, customs duties, import and export taxes, countervailing and anti-dumping duties or other taxes of any kind whatsoever imposed or charged by any Governmental Entity and any instalments in respect thereof including amounts or refunds owing in respect of any form of COVID-19 economic support, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person, by contract or otherwise, whether disputed or not.

**"Transactions"** means, collectively, the transactions contemplated by this Agreement, including, without limitation, amendment of the Pawnee Sale Agreement as contemplated by Article 7 herein.

**"Transfer Taxes"** means all applicable Taxes payable upon or in connection with the Transactions and any filing, registration, recording or transfer fees payable in connection with the instruments of transfer provided for in this Agreement (for greater certainty, excluding any income Taxes of the Vendor).

**"U.S. Court"** has the meaning set out in the Recitals.

**"U.S. Sale Order"** has the meaning set out in the Recitals.

**"U.S. Proceedings"** has the meaning set out in the Recitals.

**"Vendor"** has the meaning set out in the preamble hereto.

**"Vendor Released Parties"** has the meaning set out in Section 5.5.

**"Vesting Recognition Order"** means an Order of the U.S. Court entered in the U.S. Proceedings in form and substance acceptable to the Vendor, the Purchaser and the Monitor, each acting reasonably, which shall, among other things, recognize and give effect to the Approval and Vesting Order and otherwise approve this Agreement and all of the Transactions, including the sale of the Bishop Equity Interests and the Bishop Assigned Contract free and clear of Encumbrances other than Permitted Encumbrances in accordance with, and subject to, Sections 363(b), (f) and (m) of the Bankruptcy Code, the amendment of the Pawnee Sale Agreement as contemplated by Article 7 herein and a waiver of the stay under of the Federal Rules of Bankruptcy Procedure 6004.

## **1.2 Actions on Non-Business Days**

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

## **1.3 Currency and Payment Obligations**

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of the United States.

#### **1.4 Calculation of Time**

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 11:59 p.m. Eastern time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 11:59 p.m. Eastern time on the next succeeding Business Day.

#### **1.5 Additional Rules of Interpretation**

- (a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.
- (b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (c) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.
- (e) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.
- (f) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.



## **ARTICLE 2**

### **PURCHASE OF ASSETS AND ASSUMPTION OF LIABILITIES**

#### **2.1 Purchase and Sale**

At the Closing Time, on and subject to the terms and conditions of this Agreement, the Approval and Vesting Order and the Vesting Recognition Order, the Vendor shall sell, assign, transfer and convey to the Purchaser and the Purchaser shall purchase and acquire from the Vendor, all of the Vendor's right, title and interest in, to and under the Bishop Equity Interests and the Bishop Assigned Contract, which shall be free and clear of all Encumbrances other than Permitted Encumbrances.

#### **2.2 Assumption of Assumed Liabilities**

Effective at the Closing Time, on and subject to the terms and conditions of this Agreement, the Purchaser: (a) hereby assumes and agrees to pay, perform and discharge when due in accordance with their terms, the Assumed Liabilities; and (b) shall hold harmless and indemnify the Vendor from and against any Claims the Vendor may suffer arising from or out of any breach by the Purchaser of this Section 2.2.

## **ARTICLE 3**

### **PURCHASE PRICE**

#### **3.1 Purchase Price**

The consideration payable by the Purchaser to the Vendor for the Vendor's right, title and interest in and to the Bishop Equity Interests and the Bishop Assigned Contract shall be [REDACTED] (the "Purchase Price").

#### **3.2 Transfer Taxes**

The Purchaser shall be liable for 100% of the Transfer Taxes.

#### **3.3 Withholding**

The Purchaser shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement such amounts as are required to be deducted and withheld under the Code or applicable state, local, or foreign Tax law. Amounts withheld pursuant to this Section 3.3 shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

## **ARTICLE 4**

### **REPRESENTATIONS AND WARRANTIES**

#### **4.1 Representations and Warranties of the Vendor**

The Vendor represents and warrants to the Purchaser on the date hereof and at Closing as follows and acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the Transactions:

- (a) *Due Authorization and Enforceability of Obligations.* Subject to the issuance of the Approval and Vesting Order by the Court and the Vesting Recognition Order by the U.S.

Court: (i) the Vendor has the power, authority and right to enter into and deliver this Agreement and each Closing Deliverable to which the Vendor will be a party and to perform its obligations hereunder and thereunder; (ii) the execution, delivery and performance by the Vendor of its obligations under this Agreement and each Closing Deliverable to which the Vendor will be a party, and the consummation by the Vendor of the Transactions, have been duly authorized and approved by all required action on the part of the Vendor; and (iii) this Agreement and each Closing Deliverable to which the Vendor will be a party will, when executed and delivered, constitute a valid and legally binding obligation of the Vendor (assuming the due authorization, execution, and delivery by the Purchaser or other parties thereto), enforceable against it in accordance with its terms subject only to the Approval and Vesting Order and the Vesting Recognition Order.

- (b) *Organization.* The Vendor is an entity organized, validly existing and in good standing under the Applicable Laws of the jurisdiction of its organization.

#### **4.2 Representations and Warranties of the Pawnee Vendor**

The Pawnee Vendor represents and warrants to the Purchaser on the date hereof and at Closing as follows and acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the Transactions:

- (a) *Due Authorization and Enforceability of Obligations.* Subject to the issuance of the Approval and Vesting Order by the Court and the Vesting Recognition Order by the U.S. Court: (i) the Pawnee Vendor has the power, authority and right to enter into and deliver this Agreement and each Closing Deliverable to which the Pawnee Vendor will be a party and to perform its obligations hereunder and thereunder; (ii) the execution, delivery and performance by the Pawnee Vendor of its obligations under this Agreement and each Closing Deliverable to which the Pawnee Vendor will be a party, and the consummation by the Pawnee Vendor of the Transactions, have been duly authorized and approved by all required action on the part of the Pawnee Vendor; and (iii) this Agreement and each Closing Deliverable to which the Pawnee Vendor will be a party will, when executed and delivered, constitute a valid and legally binding obligation of the Pawnee Vendor (assuming the due authorization, execution, and delivery by the Purchaser or other parties thereto), enforceable against it in accordance with its terms subject only to the Approval and Vesting Order and the Vesting Recognition Order.
- (b) *Organization.* The Pawnee Vendor is an entity organized, validly existing and in good standing under the Applicable Laws of the jurisdiction of its organization.

#### **4.3 Representations and Warranties of the Purchaser**

The Purchaser represents and warrants to the Vendor on the date hereof and at Closing as follows and acknowledges and agrees that the Vendor is relying upon such representations and warranties in connection with the Transactions:

- (a) *Due Authorization and Enforceability of Obligations.* (i) The Purchaser has the power, authority and right to enter into and deliver this Agreement and each Closing Deliverable to which the Purchaser will be a party and to perform its obligations hereunder and thereunder; (ii) the execution, delivery and performance by the Purchaser of its obligations under this Agreement and each Closing Deliverable to which the Purchaser will be a party, and the consummation by the Purchaser of the Transaction, have been duly authorized and

approved by all required action on the part of the Purchaser; and (iii) this Agreement and each Closing Deliverable to which the Purchaser will be a party will, when executed and delivered, constitute a valid and legally binding obligation of the Purchaser (assuming the due authorization, execution, and delivery by the Vendor or other parties thereto), enforceable against it in accordance with its terms subject only to the Approval and Vesting Order and the Vesting Recognition Order.

- (b) *No Conflict.* The execution and delivery of this Agreement by the Purchaser does not, and the execution and delivery by the Purchaser of the Closing Deliverables to which it is a party, the performance by the Purchaser of its obligations hereunder and thereunder, and the Purchaser's consummation of the Transactions will not conflict with or result in a violation or breach of any provision of the Organizational Documents of the Purchaser or conflict with or result in a violation or breach in any material respect of any Applicable Law or Order applicable to the Purchaser or any of its assets or properties.
- (c) *No Commissions.* There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transactions based on any arrangement or agreement which would result in Liability for the Vendor or the Pawnee Vendor.
- (d) *Proceedings.* As of the date hereof, there are no Actions pending, or to the actual knowledge of the Purchaser, threatened against the Purchaser before any Governmental Entity, which would: (i) prevent the Purchaser from paying the Purchase Price or the Charge-Off Settlement Amount to the Monitor; (ii) prohibit or seek to enjoin, restrict or prohibit the Transactions or (iii) reasonably be expected to materially delay the Purchaser from fulfilling any of its obligations set forth in this Agreement.
- (e) *Consents.* Except for: (i) the issuance of the Approval and Vesting Order and the Vesting Recognition Order; and (ii) any regulatory approvals required to be obtained pursuant to this Agreement, no Authorization, consent or approval of, or filing with or notice to, any Governmental Entity, court or other Person is required in connection with the Purchaser's execution, delivery or performance of this Agreement and each of the Closing Deliverables to be executed and delivered by the Purchaser hereunder, including the transfer of the Bishop Equity Interests and Bishop Assigned Contract hereunder.
- (f) *Financial Ability.* The Purchaser has cash on hand and/or firm financing commitments in amounts sufficient to allow it to pay the Purchase Price, the Charge-Off Settlement Amount, and all other costs and expenses in connection with the consummation of the Transactions and to perform its obligations under the Bishop Assigned Contract.
- (g) *Securities Law Matters.*
  - (i) The Purchaser is an "accredited investor", as such term is defined in Rule 501 of Regulation D under the United States Securities Act of 1933 (the "**Securities Act**") and it was not created or used solely to purchase or hold securities and acknowledges that the Bishop Equity Interests will be subject to resale restrictions under applicable securities laws, which may be indefinite under applicable securities laws.
  - (ii) The Bishop Equity Interests are being acquired by the Purchaser for its own account, and not with a view to, or for the offer or sale in connection with, any public distribution or sale of the Bishop Equity Interests or any interest in them.

The Purchaser has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of its acquisition of the Bishop Equity Interests, and the Purchaser is capable of bearing the economic risks of such acquisition. The Purchaser acknowledges that the Bishop Equity Interests are not registered under the Securities Act, any state securities law, regulation or rule or any applicable foreign securities law, regulation or rule, and agrees that the Bishop Equity Interests may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of except pursuant to a registered offering in compliance with, or in a transaction exempt from, the registration requirements of the Securities Act and any other applicable state and foreign securities laws.

#### **4.4 As Is, Where Is**

The Purchaser acknowledges and agrees that it has conducted, to its satisfaction, an independent investigation and verification of the Bishop Equity Interests, the Bishop Assigned Contract and the Assumed Liabilities and, based solely thereon and the advice of their financial, legal and other advisors, has determined to proceed with the Transactions. The Purchaser has relied solely on the results of its own independent investigation and verification and, except for the representations and warranties of the Vendor expressly set forth in Section 4.1 and any Closing Deliverable, the Purchaser understands, acknowledges and agrees that all other representations, warranties, guarantees, conditions and statements of any kind or nature, expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of Bishop Holdings) are specifically disclaimed by the Vendor and its financial and legal advisors and the Monitor and its legal counsel. THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE VENDOR EXPRESSLY AND SPECIFICALLY SET FORTH IN SECTION 4.1 AND ANY CLOSING DELIVERABLE: (A) THE PURCHASER IS ACQUIRING THE BISHOP EQUITY INTERESTS AND THE BISHOP ASSIGNED CONTRACT ON AN "AS IS, WHERE IS" BASIS; AND (B) NONE OF THE VENDOR, THE PAWNEE VENDOR, BISHOP HOLDINGS, THE MONITOR OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE VENDOR, THE PAWNEE VENDOR, BISHOP HOLDINGS OR THE MONITOR WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND THE PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, GUARANTEES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO: (I) THE ASSIGNABILITY OF THE BISHOP ASSIGNED CONTRACT; OR (II) ANY OTHER MATTER CONCERNING THE BISHOP EQUITY INTERESTS, THE BISHOP ASSIGNED CONTRACT, THE ASSUMED LIABILITIES, THIS AGREEMENT OR THE TRANSACTIONS, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE PURCHASER OR ANY OF ITS REPRESENTATIVES, INCLUDING WITH RESPECT TO MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, GUARANTEES, STATEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE PURCHASER.

## **ARTICLE 5 COVENANTS**

### **5.1 Target Closing Date**

During the Interim Period, the Vendor and the Purchaser shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing by the Target Closing Date.

### **5.2 Covenants Relating to this Agreement**

During the Interim Period:

- (a) each of the Vendor and the Purchaser shall perform all obligations required to be performed by the applicable Party under this Agreement, co-operate with the other Party in connection therewith and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable and prior to the Outside Date, the Transactions and, without limiting the generality of the foregoing, each Party shall and, where appropriate, shall cause each of its Affiliates to: (i) negotiate in good faith and use its commercially reasonable efforts to take or cause to be taken all actions and to do, or cause to be done, all things necessary, proper or advisable to satisfy the conditions precedent to the obligations of such Party hereunder (including, where applicable, negotiating in good faith with the applicable Governmental Entities and/or third Persons in connection therewith), and to cause the fulfillment at the earliest practicable date of all of the conditions precedent to the other Party's obligations to consummate the Transactions; and (ii) not take any action, or refrain from taking any action, or permit any action to be taken or not taken, which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Transactions; provided, that nothing in this Agreement shall require the Purchaser or its Affiliates to (A) take part in any divestiture or other structural or conduct relief with respect to the Purchaser or its Affiliates or (B) contest, administratively or in court, any ruling, Order or other action of any Governmental Entity or any other Person respecting the Transactions;
- (b) the Vendor and the Purchaser agree to execute and deliver such other documents, certificates, agreements and other writings, and to take such other commercially reasonable actions to consummate or implement as soon as reasonably practicable, the Transactions; and
- (c) the Vendor and the Purchaser will use commercially reasonable efforts to timely prepare and file all documentation and pursue all steps reasonably necessary to obtain all third-party consents and approvals as may be required in connection with the Transactions.

### **5.3 Access to Information**

During the Interim Period, the Vendor shall give, or cause to be given, to the Purchaser and its Affiliates and Representatives, reasonable access to such Books and Records and such officers and employees of the Vendor as the Purchaser may reasonably request in connection with the Transactions and shall furnish Purchaser with all such information concerning the Bishop Equity Interests, the Bishop Assigned Contract and the Assumed Liabilities as the Purchaser may reasonably request. No investigation made pursuant to this Section 5.3 by the Purchaser or its Representatives at any time prior to or following the date of this Agreement shall affect or be deemed to modify any representation or warranty made by the Vendor herein.

#### **5.4 Preservation of Records**

The Purchaser shall use commercially reasonable efforts to preserve and keep the Books and Records for a period of six years from the Closing Date, or for any longer period as may be required by any Applicable Law or Order, and shall make such Books and Records available to the Monitor or any trustee in bankruptcy of any of the CCAA Parties on a timely basis, as may be reasonably required by such Person including, to make copies (at such Person's own expense) as may be necessary or useful to accomplish such Person's respective role; provided, that such Person provides reasonable notice thereof and such access is during normal business hours.

#### **5.5 Release by the Purchaser**

Except in connection with any obligations of the Vendor contained in this Agreement or any Closing Deliverables to which the Vendor is a party, effective as of the Closing Time, the Purchaser and its respective Affiliates hereby release and forever discharge the Vendor, the Monitor and their respective Affiliates, and each of their respective successors and assigns, and all current and former officers, directors, partners, members, shareholders, employees, agents, financial and legal advisors of each of them (the "**Vendor Released Parties**"), of and from, and hereby unconditionally and irrevocably waives, any and all Released Claims that the Purchaser ever had, now has or ever may have or claim to have against any of the Vendor Released Parties in their capacity as such, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever which such Person had, has or may have in the future to the extent relating to the Purchaser's acquisition of the Bishop Equity Interests and the Bishop Assigned Contract and assumption of the Assumed Liabilities, save and except for Released Claims arising out of fraud or willful misconduct.

#### **5.6 Release by the Vendor**

Except in connection with any obligations of the Purchaser contained in this Agreement or any Closing Deliverables to which the Purchaser is a party, effective as of the Closing Time, the Vendor and its respective Affiliates hereby release and forever discharge the Purchaser, the Monitor and their respective Affiliates, and each of their respective successors and assigns, and all current and former officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them (the "**Purchaser Released Parties**"), of and from, and hereby unconditionally and irrevocably waives, any and all Released Claims that the Vendor ever had, now has or ever may have or claim to have against any of the Purchaser Released Parties in their capacity as such, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever which such Person had, has or may have in the future to the extent relating to the Purchaser's acquisition of the Bishop Equity Interests and the Bishop Assigned Contract and assumption of the Assumed Liabilities, save and except for Released Claims arising out of fraud or willful misconduct.

#### **5.7 Notice of Breaches**

- (a) During the Interim Period, the Vendor shall promptly deliver to the Purchaser supplemental information concerning events or circumstances occurring subsequent to the date hereof which would render any representation, warranty or statement in this Agreement inaccurate or incomplete in any material respect at any time after the date of this Agreement until the Closing. No such supplemental information shall be deemed to avoid or cure any misrepresentation or breach of warranty or constitute an amendment of any representation, warranty or statement in this Agreement as of the Closing Date. The Vendor shall also provide the Purchaser with prompt written notice of (i) any material development affecting or reasonably likely to affect the ability of the Vendor to consummate the Transactions (ii)

any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the Transactions, and (iii) any notice or other communication from any Governmental Entity in connection with the Transactions or any Closing Deliverable.

- (b) The Purchaser shall promptly deliver to the Vendor (i) during the Interim Period, supplemental information concerning events or circumstances occurring subsequent to the date hereof which would render any representation, warranty or statement in this Agreement inaccurate or incomplete in any material respect at any time after the date of this Agreement until the Closing. No such supplemental information shall be deemed to avoid or cure any misrepresentation or breach of warranty or constitute an amendment of any representation, warranty or statement in this Agreement or the applicable Schedule as of the Closing Date.

## **ARTICLE 6 INSOLVENCY PROVISIONS**

### **6.1 Court Orders and Related Matters**

- (a) As soon as practicable after the date hereof, the Vendor shall serve and file a motion seeking the issuance of the Approval and Vesting Order and the Vesting Recognition Order.
- (b) The Vendor shall diligently use its commercially reasonable efforts to seek the issuance and entry of the Approval and Vesting Order and the Vesting Recognition Order and the Purchaser shall cooperate with the Vendor in its efforts to obtain the issuance and entry of such Orders.
- (c) From and after the date of this Agreement and until the Closing Date, the Vendor shall deliver to counsel to the Purchaser drafts of any and all pleadings, motions, notices, statements, applications, schedules, reports, and other papers to be filed or submitted by the Vendor in connection with or related to this Agreement, for the Purchaser's prior review at least two (2) Business Days in advance of filing and service of such materials (or where circumstances make it impracticable to allow for two (2) Business Days' review, with as much opportunity for review and comment as is reasonably practicable in the circumstances). The Vendor acknowledges and agrees (i) that any such pleadings, motions, notices, statements, applications, schedules, reports, or other papers in respect of Approval and Vesting Order and the Vesting Recognition Order, and the Approval and Vesting Order and the Vesting Recognition Order themselves, shall be in form and substance satisfactory to the Purchaser, acting reasonably, and (ii) to consult and cooperate with the Purchaser regarding any discovery, examinations and hearing in respect of any of the foregoing, including the submission of any evidence, including witnesses testimony, in connection with such hearing(s).
- (d) Notice of the motions seeking the issuance of the (i) Approval and Vesting Order and (ii) the Vesting Recognition Order, respectively, shall be served by the Vendor on all Persons required to receive notice under Applicable Law and the requirements of the (1) CCAA and the Court and (2) U.S. Proceedings and the U.S. Court, as applicable, and any other Person determined necessary or advisable by the Vendor or the Purchaser, acting reasonably. Service of the Vendor's motion seeking the Vesting Recognition Order shall be in accordance with the Bankruptcy Code and Federal Rules of Bankruptcy Procedure.

- (e) If the Approval and Vesting Order or the Vesting Recognition Order is appealed or a motion for leave to appeal, rehearing, reargument or reconsideration is filed with respect thereto, the Vendor agrees to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion.

## ARTICLE 7 CHARGE-OFF PAYMENT SETTLEMENT

### 7.1 Charge-Off Payment Settlement

- (a) The Pawnee Vendor and the Purchaser acknowledge and agree that:
  - (i) the amount of the Charge-Off Payment with respect to the month of April 2025, determined in accordance with the Pawnee Sale Agreement, is \$ [REDACTED] (the “**April Charge-Off Payment Amount**”);
  - (ii) the amount of the Charge-Off Payment with respect to the month of May 2025, determined in accordance with the Pawnee Sale Agreement, is \$ [REDACTED] (the “**May Charge-Off Payment Amount**”); and
  - (iii) the amount of the Charge-Off Payment with respect to the month of June 2025, determined in accordance with the Pawnee Sale Agreement (the “**June Charge-Off Payment Amount**”), has not yet been determined.

The sum of the April Charge-Off Payment Amount, the May Charge-Off Payment Amount and the June Charge-Off Payment Amount is referred to herein as the “**Aggregate Q2 Charge-Off Payment Amount**”.

- (b) The Purchaser shall deliver to the Pawnee Vendor, by the earlier of: (i) the date that is thirty (30) days following the end of the calendar quarter ending June 30, 2025 and (ii) the date that is two (2) Business Days prior to the Closing Date, a statement setting forth in reasonable detail the Aggregate Q2 Charge-Off Payment Amount owing to the Pawnee Vendor in respect of such calendar quarter, together with reasonable supporting documentation. The Purchaser shall pay the Aggregate Q2 Charge-Off Payment Amount to the Pawnee Vendor no later than two (2) Business Days following delivery of such statement.
- (c) In addition to the Purchaser’s payment of the Aggregate Q2 Charge-Off Payment Amount, and in full and final satisfaction of Purchaser’s obligations in respect of the Maximum Charge-Off Payment under Section 2.7 of the Pawnee Sale Agreement, the Purchaser shall pay to the Pawnee Vendor at the Closing Time an amount (such amount, the “**Charge-Off Settlement Amount**”) equal to:
  - (i) [REDACTED] less
  - (ii) the Aggregate Q2 Charge-Off Payment Amount,
- (d) Effective as of the Closing Time, each of the Purchaser and the Pawnee Vendor agrees that Section 2.7 of the Pawnee Sale Agreement shall be amended to replace the reference to “\$2,500,000” as the Maximum Charge-Off Payment with an amount equal to the



Aggregate Q2 Charge-Off Payment Amount. The Purchaser and the Pawnee Vendor further agree that, upon payment by Purchaser of the Aggregate Q2 Charge-Off Payment Amount, the amended Maximum Charge-Off Payment pursuant to the Pawnee Sale Agreement shall be deemed satisfied in full as of the Closing Time, and neither the Pawnee Vendor nor the Vendor shall have the right to make a claim relating thereto and Purchaser shall have no liability relating thereto.

- (e) All other terms and conditions of the Pawnee Sale Agreement shall continue in full force and effect without amendment except as provided in this Section 7.1.

## **ARTICLE 8 CLOSING ARRANGEMENTS**

### **8.1 Closing**

Subject to the satisfaction of the conditions set forth in Article 9 (or the waiver thereof by each Party entitled to waive that condition), the Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, and shall be subject to such escrow document release arrangements as the Parties may agree, on the date that is two (2) Business Days after the satisfaction or waiver of the conditions set forth in Article 9 (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing), unless another place, date, or time is agreed to in writing by the Vendor and the Purchaser.

### **8.2 Purchaser's Closing Deliverables**

At or before the Closing (as applicable), the Purchaser shall deliver or cause to be delivered to the Vendor (or to the Monitor, if so indicated below), the following:

- (a) the aggregate of the Purchase Price and the Charge-Off Settlement Amount by wire transfer of immediately available funds to an account specified by the Monitor, on behalf the Vendor and the Pawnee Vendor, respectively;
- (b) a bring-down certificate dated as of the Closing Date and executed by an authorized signatory on behalf of the Purchaser confirming and certifying that each of the conditions in Sections 9.3(c) and 9.3(d) have been satisfied; and
- (c) the Assignment and Assumption Agreement, duly executed by the Purchaser.

### **8.3 Vendor's and Pawnee Vendor's Closing Deliverables**

At or before the Closing (as applicable), the Vendor shall deliver or cause to be delivered to the Purchaser, the following:

- (a) a true copy of the issued and entered Approval and Vesting Order and the Vesting Recognition Order;
- (b) a bring-down certificate dated as of the Closing Date and executed by an authorized signatory on behalf of the Vendor confirming and certifying that each of the conditions in Sections 9.2(b) and 9.2(c) have been satisfied;
- (c) a bring-down certificate dated as of the Closing Date and executed by an authorized

signatory on behalf of the Pawnee Vendor confirming and certifying that each of the conditions in Sections 9.2(b) and 9.2(c) have been satisfied;

- (d) an Internal Revenue Service Form W-9 duly executed and completed by each of: (i) the Pawnee Vendor and (ii) the Pawnee Vendor on behalf of the Vendor;
- (e) the Assignment and Assumption Agreement, duly executed by the Vendor;
- (f) a transfer form, in form and substance acceptable to the Purchaser, acting reasonably, duly executed by the Vendor giving effect to the transfer of the Bishop Equity Interests to the Purchaser and, to the extent the Bishop Equity Interests are certificated, the certificate(s) evidencing the Bishop Equity Interests duly endorsed by the Vendor for transfer;
- (g) a certificate, duly executed by an authorized signatory of the Vendor, dated as of the Closing Date, the resolutions adopted by or on behalf of the governing body of the Vendor in connection with this Agreement, and the incumbency of those officers of the Vendor executing this Agreement and the other Closing Deliverables by or on behalf of the Vendor; and
- (h) a certificate, duly executed by an authorized signatory of the Pawnee Vendor, dated as of the Closing Date, the resolutions adopted by or on behalf of the governing body of the Pawnee Vendor in connection with this Agreement, and the incumbency of those officers of the Pawnee Vendor executing this Agreement and the other Closing Deliverables by or on behalf of the Pawnee Vendor.

## **ARTICLE 9 CONDITIONS OF CLOSING**

### **9.1 Mutual Conditions**

The respective obligations of the Purchaser and the Vendor to consummate the Transactions are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the conditions listed below:

- (a) *No Violation of Orders or Law.* During the Interim Period, no Governmental Entity shall have enacted, issued or promulgated any final or non-appealable Order or Law which has: (i) the effect of making any of the Transactions illegal, or (ii) the effect of otherwise prohibiting, preventing or restraining the consummation of any of the Transactions.
- (b) *Court Approval.* The following conditions shall have been met: (i) the Approval and Vesting Order shall have been issued by the Court and the Vesting Recognition Order shall have been issued by the U.S. Court; and (ii) the Initial Order, the Approval and Vesting Order and the Vesting Recognition Order shall not have been vacated, set aside or stayed.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser. Any condition in this Section 9.1 may be jointly waived, to the extent permitted by Applicable Law, by the Vendor and by the Purchaser, in whole or in part, without prejudice to any of their respective rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver will be binding on the Vendor or the Purchaser only if made in writing.

## 9.2 Purchaser's Conditions

The Purchaser shall not be obligated to complete the Transactions, unless each of the conditions listed in Section 9.1 and below in this Section 9.2 have been satisfied, it being understood that the said conditions in this Section 9.2 are included for the exclusive benefit of the Purchaser, and may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing, provided that if the Purchaser does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Purchaser.

- (a) *Vendor's and Pawnee Vendor's Deliverables.* The Vendor and the Pawnee Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser or at the Closing all the documents contemplated in Section 8.3.
- (b) *No Breach of Representations and Warranties.* Each of the representations and warranties contained in Section 4.1 and Section 4.2 shall be true and correct (without giving effect to any qualifications and limitations as to "materiality," "in all material respects," and similar words and phrases in any of such representations and warranties) (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (c) *No Breach of Covenants.* The Vendor and the Pawnee Vendor shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Vendor and the Pawnee Vendor on or before the Closing.

The Purchaser acknowledges and agrees that (a) its obligations to consummate the Transactions are not conditioned or contingent in any way upon receipt of financing from a third party, and (b) failure to consummate the Transactions as a result of the failure to obtain financing shall constitute a breach of this Agreement by the Purchaser which will give rise, *inter alia*, to the Vendor's and the Pawnee Vendor's recourses for breach.

## 9.3 Vendor's and Pawnee Vendor's Conditions

The Vendor and the Pawnee Vendor shall not be obligated to complete the Transactions unless each of the conditions listed in Section 9.1 and below in this Section 9.3 have been satisfied, it being understood that the said conditions in this Section 9.3 are included for the exclusive benefit of the Vendor and the Pawnee Vendor, and may be waived by the Vendor and the Pawnee Vendor in whole or in part, without prejudice to any of their rights of termination in the event of nonfulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor and the Pawnee Vendor only if made in writing, provided that if the Vendor and the Pawnee Vendor do not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Vendor and the Pawnee Vendor.

- (a) *Charge-Off Payments.* The Purchaser shall have paid the Aggregate Q2 Charge-Off Payment Amount to the Pawnee Vendor in accordance with Section 7.1(b).
- (b) *The Purchaser's Deliverables.* The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor (with a copy to the Monitor) or to the Monitor, as applicable, at the Closing all the documents and payments contemplated in Section 8.2, including the payment of the Charge-Off Settlement Amount.

- (c) *No Breach of Representations and Warranties.* Each of the representations and warranties contained in Section 4.3 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (d) *No Breach of Covenants.* The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

#### **9.4 Monitor's Certificate**

When the conditions to Closing set out in Section 9.1, 9.2 and 9.3 have been satisfied and/or waived by the Vendor, the Pawnee Vendor or the Purchaser, as applicable, the Vendor, the Pawnee Vendor, the Purchaser or their respective counsel will each deliver to the Monitor confirmation in writing (email being sufficient) that such conditions of Closing, as applicable, have been satisfied and/or waived (the “**Conditions Certificates**”). Upon receipt of the Conditions Certificates and the receipt of the entire Purchase Price, the Monitor shall: (a) issue forthwith its Monitor's Certificate concurrently to the Vendor, the Pawnee Vendor and counsel to the Purchaser, at which time Closing will be deemed to have occurred; and (b) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Vendor, the Pawnee Vendor and counsel to the Purchaser). In the case of: (a) and (b) above, the Monitor will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Monitor will have no liability to the Vendor, the Pawnee Vendor or the Purchaser as a result of filing the Monitor's Certificate.

### **ARTICLE 10 TERMINATION**

#### **10.1 Termination**

This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual agreement of the Vendor and the Purchaser;
- (b) by either the Vendor or the Purchaser, upon the termination, dismissal or conversion of the CCAA Proceedings, provided that neither Party may terminate this Agreement pursuant to this Section 10.1(b) if the termination, dismissal or conversion of the CCAA Proceedings was caused by a breach of this Agreement by such Party;
- (c) the Court grants relief terminating the Stay Period (as defined in the Initial Order) with regard to any material assets or business of the Vendor and any appeal periods relating thereto shall have expired;
- (d) by either the Vendor or the Purchaser, upon notice to the other Party if the Court declines at any time to grant the Approval and Vesting Order, provided that (i) the reason for the Approval and Vesting Order not being approved by the Court is not due to any act, omission or breach of this Agreement by the Party proposing to terminate this Agreement, and (ii) the Purchaser may not terminate this Agreement while any decision of the Court declining to grant the Approval and Vesting Order is under appeal by the Vendor, provided that this Agreement may be terminated under Section 10.1(g);

- (e) by either the Vendor or the Purchaser, upon notice to the other Party if the U.S. Court declines at any time to grant the Vesting Recognition Order, provided that (i) the reason for the Vesting Recognition Order not being approved by the Court is not due to any act, omission or breach of this Agreement by the Party proposing to terminate this Agreement, and (ii) the Purchaser may not terminate this Agreement while any decision of the U.S. Court declining to grant the Vesting Recognition Order is under appeal by the Vendor, provided that this Agreement may be terminated under Section 10.1(g);
- (f) by either the Vendor or the Purchaser, if a Governmental Entity issues a final, non-appealable Order permanently restraining, enjoining or otherwise prohibiting consummation of the Transactions; provided, that the right to terminate this Agreement pursuant to this Section 10.1(f) shall not be available to any party whose breach of any provision of this Agreement results in such Order;
- (g) by either the Vendor or the Purchaser, at any time following the Outside Date, if Closing has not occurred on or prior to 5:00 p.m. (Eastern time) on the Outside Date, provided that the reason for the Closing not having occurred on or prior to 5:00 p.m. (Eastern time) on the Outside Date is not due to any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement pursuant to this Section 10.1(g);
- (h) by the Vendor, if the Purchaser is then in material breach of any provision of this Agreement or there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Purchaser pursuant to this Agreement, in either case which (i) would prevent the satisfaction of, or compliance with, any condition set forth in Sections 9.1 or 9.3, as applicable and (ii) such breach, inaccuracy or failure cannot be cured by the Purchaser by the Business Day prior to the Outside Date or, if capable of being cured, shall not have been cured within ten (10) Business Days following receipt of written notice from the Vendor describing such breach or failure in reasonable detail and stating the Vendor's intention to terminate this Agreement pursuant to this Section 10.1(h), unless the Vendor is itself in material breach of its own obligations under this Agreement at such time;
- (i) by the Purchaser, if the Vendor is then in material breach of any provision of this Agreement or there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Vendor pursuant to this Agreement, in either case which (i) would prevent the satisfaction of, or compliance with, any condition set forth in Sections 9.1 or 9.2, as applicable and (ii) such breach, inaccuracy or failure cannot be cured by the Vendor by the Business Day prior to the Outside Date or, if capable of being cured, shall not have been cured within ten (10) Business Days following receipt of written notice from the Purchaser describing such breach or failure in reasonable detail and stating the Purchaser's intention to terminate this Agreement pursuant to this Section 10.1(i), unless the Purchaser is itself in material breach of its own obligations under this Agreement at such time; or
- (j) by the Vendor, if the Purchaser fails to fund the Purchase Price and the Charge-Off Settlement Amount on or prior to the date on which Closing would have otherwise occurred.

Notwithstanding anything to the contrary contained herein, a Party shall not be permitted to terminate this Agreement pursuant to this Article 9 if the applicable termination event in this Section 10.1 was caused by the breach of such Party or such Party's gross negligence, willful misconduct, or bad faith.

The Party desiring to terminate this Agreement pursuant to this Section 10.1 (other than pursuant to Section 10.1(a)) shall give written notice of such termination to the other Party or Parties, as applicable, specifying in reasonable detail the basis for such Party's exercise of its termination rights.

## **10.2 Effect of Termination**

- (a) If this Agreement is terminated pursuant to Section 10.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations to any other Party hereunder, except, subject to Section 10.2(b), as contemplated in this Section 10.2 (*Effect of Termination*) and Articles 1 and 11 (excluding Sections 11.1, 11.5 and 11.6), which shall survive such termination; provided, that nothing herein shall relieve any Party from Liability for any willful breach of any provision hereof.
- (b) If this Agreement is terminated pursuant to Sections 10.1(h) or 10.1(j), the Vendor and the Pawnee Vendor may pursue any Claims they may have as against the Purchaser related to termination of this Agreement and such Claims are fully reserved.

## **ARTICLE 11 GENERAL**

### **11.1 Survival**

All representations, warranties, covenants and agreements of the Vendor, the Pawnee Vendor or the Purchaser made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement. For the avoidance of doubt, any claim with respect to fraud shall survive the Closing indefinitely.

### **11.2 Expenses**

Except as otherwise set forth herein, or if otherwise agreed in writing upon amongst the Parties, each Party shall be responsible for its own costs and expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transactions (including the fees and disbursements of legal counsel, bankers, agents, investment bankers, accountants, brokers and other advisers).

### **11.3 Public Announcements**

No Party shall make any public announcements (to the employees, customers or suppliers of the Vendor or otherwise) in respect of this Agreement, any Closing Deliverable or the transactions contemplated hereby or thereby or otherwise communicate with any news media without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement. Notwithstanding the foregoing, nothing herein shall prevent a Party from making public disclosure in respect of the Transactions to the extent required by Applicable Law, including with respect to the U.S. Court or Court and in connection with the U.S. Proceedings, CCAA Proceedings, Vesting Recognition Order of Approval and Vesting Order, provided that if any disclosure is to reference a Party, the non-disclosing Party will be provided notice of such requirement so that the non-disclosing Party may seek a protective order or other appropriate remedy.

Subject to the above, the Purchaser will agree to the existence of factual details of this Agreement and the Transactions generally being set out in public disclosure made by the Vendor or the Purchaser in any court material, including the filing of this Agreement with the Court and the U.S. Court in connection with the CCAA Proceedings or the U.S. Court in connection with the U.S. Proceedings, provided that certain agreements shall be subject to redactions as may be necessary to protect the commercial interests of the applicable Parties.

#### **11.4 Notices**

- (a) *Mode of Giving Notice.* Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if: (i) delivered personally by hand (with written confirmation of receipt); (ii) one (1) Business Day following the day sent by prepaid, overnight courier service (with written confirmation of receipt); or (iii) sent by e-mail (with written confirmation of transmission), in each case, to the applicable address set out below.

If to the Vendor or the Pawnee Vendor, c/o the Monitor, or to the Monitor, to:

**FTI Consulting Canada Inc.**

TD Waterhouse Tower  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, Ontario M5K 1G8

Attention: Jeffrey Rosenberg / Dean Mullett  
Email: Jeffrey.Rosenberg@fticonsulting.com / Dean.Mullett@fticonsulting.com

*with a copy to the Monitor's counsel at:*

**Osler, Hoskin & Harcourt LLP**

100 King Street West  
1 First Canadian Place  
Suite 6200, P.O. Box 50  
Toronto, Ontario  
M5X 1B8

Attention: Marc Wasserman / David Rosenblat  
Email: mwasserman@osler.com / drosenblat@osler.com

If to the Purchaser, to:

**North Mill Equipment Finance LLC**

601 Merritt 7, Suite 5  
Norwalk, Connecticut 06851

Attention: David C. Lee, Chief Executive Officer  
Email: DLee@nmef.com

*with copies to the Purchaser's counsels at:*

**Moore & Van Allen PLLC**

100 North Tryon Street  
Suite 4700  
Charlotte, North Carolina 28202

Attention: William H. Zimmern  
Email: billzimmern@mvalaw.com

and

**Blake, Cassels & Graydon LLP**

199 Bay Street  
Suite 4000  
Toronto, Ontario  
M5L 1A9

Attention: Chris Burr  
Email: chris.burr@blakes.com

- (b) *Change of Address.* Any Party may from time to time change its address under this Section 11.4 by notice to the other Party given in the manner provided by this Section 11.4.

### **11.5 Time of Essence**

Time shall be of the essence of this Agreement in all respects.

### **11.6 Further Assurances**

The Vendor on the one hand, and the Purchaser on the other hand, shall, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents, certificates and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement, the Closing Deliverables and the Transactions that the other Party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement, any Closing Deliverables, any provision hereof or thereof or the Transactions.

### **11.7 Entire Agreement**

This Agreement and the Closing Deliverables constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter herein. There are no conditions, representations, warranties, obligations or other agreements between the Parties with respect to the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement and the Closing Deliverables.



### **11.8 Waiver and Amendment**

Except as expressly provided in this Agreement, no amendment or waiver of any provision of this Agreement (other than Article 7) shall be binding unless: (a) executed in writing by the Vendor and the Purchaser (including by way of email); and (b) the Monitor shall have provided its prior consent. No amendment or waiver of Article 7 shall be binding unless: (a) executed in writing by the Pawnee Vendor and the Purchaser (including by way of email); and (b) the Monitor shall have provided its prior consent. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

### **11.9 Severability**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

### **11.10 Remedies Cumulative**

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

### **11.11 Governing Law**

This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts made and performed in such State, without reference to such State's or any other state's or other jurisdiction's principles of conflict of laws.

### **11.12 Dispute Resolution**

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of Article 9 hereof, such dispute shall be determined by the Court within the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct. The Parties irrevocably submit and attorn to the exclusive jurisdiction of the Court.

### **11.13 Attornment**

Each Party agrees: (a) that any Action relating to this Agreement shall be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Action in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 11.13. Each Party agrees that service of process on such Party as provided in this Section 11.13 shall be deemed effective service of process on such Party.

#### **11.14 Successors and Assigns**

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

#### **11.15 Assignment**

The Vendor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Purchaser. Prior to Closing, the Purchaser may assign, upon written notice to the Vendor, all or any portion of its rights and obligations under this Agreement to an Affiliate provided that such Affiliate is capable of making the same representations and warranties herein and completing the Transactions by the Outside Date. Any purported assignment or delegation in violation of this Section 11.15 is null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

#### **11.16 No Liability; Monitor Holding or Disposing Funds**

Any obligation of or direction to the Monitor to disburse or hold funds or take any action shall be subject to the Approval and Vesting Order or other order of the Court in all respects. The Parties acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the Vendor and the Pawnee Vendor in the CCAA Proceedings, and the Monitor's Affiliates and their respective former and current directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no Liability under or in connection with this Agreement, the Approval and Vesting Order, the Vesting Recognition Order or any other related Court orders whatsoever (including, without limitation, in connection with the receipt, holding or distribution of the Purchase Price or the Charge-Off Settlement Amount), whether in its capacity as Monitor, in its personal capacity or otherwise. If, at any time, there shall exist, in the sole and absolute discretion of the Monitor, any dispute between the Vendor or the Pawnee Vendor on the one hand, and the Purchaser on the other hand, with respect to the holding or disposition of any portion of the Purchase Price or the Charge-Off Settlement Amount, or any other obligation of the Monitor hereunder in respect of the Purchase Price or the Charge-Off Settlement Amount, or if at any time the Monitor is unable to determine the proper disposition of any portion of the Purchase Price or the Charge-Off Settlement Amount, or its proper actions with respect to its obligations hereunder in respect of the Purchase Price or the Charge-Off Settlement Amount, then the Monitor may (a) make a motion to the Court for direction with respect to such dispute or uncertainty and, to the extent required by law or otherwise at the sole and absolute discretion of the Monitor, pay the Purchase Price or the Charge-Off Settlement Amount or any portion of thereof into the Court for holding and disposition in accordance with the instructions of the Court, or (b) hold the Purchase Price or the Charge-Off Settlement Amount or any portion thereof and not make any disbursement thereof until: (i) the Monitor receives a written direction signed by the Vendor, the Pawnee Vendor and the Purchaser directing the Monitor to disburse, as the case may be, the Purchase Price and the Charge-Off Settlement Amount or any portion thereof in the manner provided for in such direction, or (ii) the Monitor receives an Order from the Court, obtained on reasonable notice to the Purchaser and the Vendor, which is not stayed or subject to appeal and for which the applicable appeal period has expired, instructing it to disburse, as the case may be, the Purchase Price or the Charge-Off Settlement Amount or any portion thereof in the manner provided for in the Order.

#### **11.17 Third Party Beneficiaries**

Except with respect to the Monitor as provided in this Agreement (including, without limitation, pursuant to Sections 4.4, 5.5, 5.6, 9.4 and 11.16) and as set forth in Sections 5.5 and 5.6, this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, express or implied, is intended to or shall confer

upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

#### **11.18 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

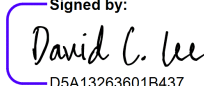
#### **11.19 Waiver of Jury Trial**

EACH OF THE PARTIES HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH OF THE PARTIES HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

*[Remainder of page intentionally left blank. Signature page follows.]*

**IN WITNESS WHEREOF** the Parties have executed this Transaction Agreement as of the date first above written.

**NORTH MILL EQUIPMENT FINANCE, LLC**

Signed by:  
  
By: D5A13263601B437...  
Name: David C. Lee  
Title: Chairman and CEO

**CGL HOLDCO, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**CHESSWOOD U.S. ACQUISITIONCO LTD.**

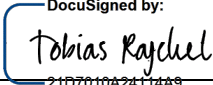
By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF** the Parties have executed this Transaction Agreement as of the date first above written.

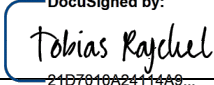
**NORTH MILL EQUIPMENT FINANCE, LLC**

By: \_\_\_\_\_  
Name: David C. Lee  
Title: Chairman and CEO

**CGL HOLDCO, LLC**

By:  \_\_\_\_\_  
Name: Tobias Rajchel  
Title: Authorized Signatory

**CHESSWOOD U.S. ACQUISITIONCO LTD.**

By:  \_\_\_\_\_  
Name: Tobias Rajchel  
Title: Authorized Signatory

**EXHIBIT A**

**APPROVAL AND VESTING ORDER**

**CONFIDENTIAL APPENDIX “A-2” – UNREDACTED BISHOP TRANSACTION  
AGREEMENT**

(see attached)

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

**SEVENTH REPORT TO COURT SUBMITTED BY FTI  
CONSULTING CANADA INC., AS MONITOR**

**OSLER, HOSKIN & HARCOURT LLP**

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Lawyers for the Monitor



**TAB 3**

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

THE HONOURABLE

)

TUESDAY, THE 29<sup>TH</sup>

)

JUSTICE KIMMEL

)

DAY OF JULY 2025

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., WAYPOINT INVESTMENT  
PARTNERS INC., 1000390232 ONTARIO INC. and CGL HOLDCO, LLC

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by FTI Consulting Canada Inc., in its capacity as monitor (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.), Waypoint Investment Partners 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) approving the Transaction Agreement among CGL Holdco, LLC (the “**Vendor**”), Chesswood U.S. Acquisitionco Ltd. (the “**Pawnee Vendor**”), and North Mill Equipment Finance, LLC (the

**“Purchaser”**), dated as of July 22, 2025, a redacted copy of which is attached hereto as Schedule **“A”** (including the exhibits and schedules attached thereto and as may be amended, the **“Agreement”**), and the transactions contemplated therein (collectively, the **“Transactions”**), (ii) transferring to and vesting in the Purchaser all of the Vendor’s right, title and interest in and to the Bishop Equity Interests and the Assigned Contracts (each as defined in the Agreement) (collectively, the **“Purchased Assets”**) free and clear of all Claims and Encumbrances other than any Assumed Liabilities and Permitted Encumbrances (each as defined in the Agreement), (iii) sealing Confidential Appendix **“A-2”** to the Seventh Report (as defined below) (the **“Confidential Appendix”**), and (iv) granting certain related relief, was heard this day by videoconference.

**ON READING** the Motion Record of the Monitor, including the Seventh Report of the Monitor dated July 22, 2025, and the appendices attached thereto, (**“Seventh Report”**) and on hearing the submissions of counsel for the Monitor, counsel for the Pre-Filing Agent (as defined in the Amended and Restated Initial Order of this Court dated November 7, 2024 (the **“ARIO”**)), and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service of [●] affirmed [●], 2025.

## **SERVICE AND DEFINITIONS**

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.

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 ARIO or the Agreement, as applicable.

## **APPROVAL AND VESTING**

3. **THIS COURT ORDERS** that the Agreement and the Transactions are hereby approved, and the execution of the Agreement by the Vendor and the Pawnee Vendor is hereby authorized and approved, with such minor amendments as the Vendor and the Pawnee Vendor, as applicable in accordance with the Agreement, and the Purchaser may deem necessary and agree to, with the approval of the Monitor and the Pre-Filing Agent. The Vendor and the Pawnee Vendor are hereby authorized, empowered and directed to perform their respective obligations under the Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions.

4. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Vendor and the Pawnee Vendor to proceed with and complete the Transactions in accordance with the Agreement and that no director, shareholder, partner, or member approval shall be required in connection therewith.

5. **THIS COURT ORDERS** that, upon the delivery by the Monitor of a Monitor's certificate substantially in the form attached as Schedule "B" hereto (the "**Monitor's Certificate**") to the Vendor, the Pawnee Vendor and the Purchaser (the time of such delivery, the "**Effective Time**"), all of Vendor's right, title and interest in and to the Purchased Assets shall be deemed to be transferred to and shall vest absolutely in the Purchaser, free and clear of and from any and all Claims and Encumbrances (including, without limitation, (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, other than the Assumed Liabilities

and Permitted Encumbrances, and all Claims and Encumbrances, other than the Assumed Liabilities and Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby irrevocably and forever expunged, released and discharged as against the Purchased Assets.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims and Encumbrances, 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, other than the Assumed Liabilities and Permitted 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** that the Monitor may rely on written notice from the Vendor, Pawnee Vendor, and the Purchaser regarding the satisfaction or waiver of the conditions to closing under the Agreement and shall have no liability with respect to the delivery of the Monitor's Certificate.

8. **THIS COURT ORDERS** that the Monitor shall file with this Court a copy of the Monitor's Certificate as soon as practicable after the delivery thereof to the Vendor, the Pawnee Vendor and the Purchaser in connection with the Transactions.

## **DISTRIBUTION**

9. **THIS COURT AUTHORIZES AND DIRECTS** the Vendor, the Pawnee Vendor, and Monitor to distribute the cash proceeds of the Transactions (including, for certainty, the Purchase

Price and the Charge-Off Settlement Amount) as soon as is practicable after the Closing to the Pre-Filing Agent, for and on behalf of the Pre-Filing Lenders (as defined in the ARIO), as a repayment of the obligations of the Loan Parties to the Pre-Filing Lenders under the Existing Credit Agreement (as defined in the ARIO).

## **ADDITIONAL PROVISIONS**

10. **THIS COURT ORDERS** that, from and after the Effective Time, the Vendor, the Purchaser, and their respective counsel and agents are authorized to take all steps and execute such documents and instruments as may be necessary or desirable to effect the discharge of any applicable Encumbrances (excluding the Assumed Liabilities and Permitted Encumbrances) as against the Purchased Assets in any applicable jurisdiction.

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

- (a) the pendency of these CCAA Proceedings or the U.S. Proceedings;
- (b) any application for a bankruptcy order or a receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada), as amended (the “**BIA**”), title 11 of the United States Code (“**U.S. Bankruptcy Code**”), or any other applicable legislation in respect of any of the CCAA Parties or any of their respective property, and any bankruptcy or receivership order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of any of the CCAA Parties; and
- (d) any provisions of any applicable legislation,

the Agreement and the Transactions, including, without limitation, the transfer and vesting of the Purchased Assets to and in the Purchaser, free and clear of all Claims and Encumbrances (other than the Assumed Liabilities and the Permitted Encumbrance), pursuant to the Agreement and this Order (i) shall be binding on any trustee in bankruptcy, receiver or monitor that may be appointed in respect of any of the CCAA Parties or their respective assets and property, (ii) shall not be void or voidable by creditors of any of the CCAA Parties, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation or the U.S. Bankruptcy Code, and (iii) shall not constitute nor be deemed to be oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## **SEALING ORDER**

12. **THIS COURT ORDERS** that the Confidential Appendix is hereby sealed and shall not form part of the public record, subject to further order of this Court sought on not less than seven (7) days' notice to the Purchaser and, provided it has not been discharged, the Monitor.

## **GENERAL**

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

14. **THIS COURT ORDERS** that the CCAA Parties, the Monitor or the Purchaser 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, in each case subject to the terms of the Agreement.

15. **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.

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

17. **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 hereof and is enforceable without any need for entry and filing.

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**SCHEDULE “A”**

**REDACTED AGREEMENT**

(see attached)

**NORTH MILL EQUIPMENT FINANCE, LLC**

**AS THE PURCHASER**

**- AND -**

**CGL HOLDCO, LLC**

**AS THE VENDOR**

**- AND -**

**CHESSWOOD U.S. ACQUISITIONCO LTD.**

**AS THE PAWNEE VENDOR**

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**TRANSACTION AGREEMENT**

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**DATED JULY 22, 2025**

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## TRANSACTION AGREEMENT

**THIS AGREEMENT** is made as of July 22, 2025:

**BETWEEN:**

**NORTH MILL EQUIPMENT FINANCE, LLC** (the “**Purchaser**”)

- and -

**CGL HOLDCO, LLC** (the “**Vendor**”)

- and -

**CHESSWOOD U.S. ACQUISITIONCO LTD.** (the “**Pawnee Vendor**”)

**WHEREAS:**

- A. On October 29, 2024, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made an Order (as amended and restated on November 7, 2024, and as otherwise amended and/or restated from time to time, the “**Initial Order**”) under the *Companies’ Creditors Arrangement Act* (Canada), as amended (the “**CCAA**”) in respect of Chesswood Group Limited and its direct and indirect subsidiaries (the proceedings commenced pursuant to the Initial Order, the “**CCAA Proceedings**”).
- B. On March 7, 2025, the Court made an Order under the CCAA (the “**Pawnee Approval and Reverse Vesting Order**”) approving, among other things: (i) the transactions contemplated by the share purchase agreement dated as of February 28, 2025 between the Pawnee Vendor, as vendor, and the Purchaser, as purchaser (the “**Pawnee Sale Agreement**”); (ii) the transfer of Excluded Assets (as such terms is defined in the Pawnee Sale Agreement) in and to the Vendor (as further described in Recital F below), (iii) the addition of the Vendor as a party to the CCAA Proceedings; and (iv) the removal of Pawnee Leasing Corporation (“**Pawnee**”) as a party to the CCAA Proceedings.
- C. On October 30, 2024, the Monitor, in its capacity as foreign representative, commenced proceedings under chapter 15 of title 11 of the United States Code (such proceedings, the “**U.S. Proceedings**”) for each of the CCAA Parties (as defined in the Initial Order) with the U.S. Bankruptcy Court for the district of Delaware (the “**U.S. Court**”). On November 25, 2024, the U.S. Court entered an Order which, among other things, recognized the CCAA Proceedings as a foreign main proceeding and gave effect to the Initial Order in the U.S.
- D. On March 6, 2024, the Monitor, in its capacity as foreign representative, commenced the U.S. Proceedings for the Vendor.
- E. On March 24, 2025, the U.S. Court entered the *Order (I) Recognizing and Enforcing the Pawnee Vesting Order, (II) Authorizing and Approving the Pawnee Transaction Free and Clear of Liens, Claims, Encumbrances and Other Interests and (III) Granting Related Relief* (the “**U.S. Sale Order**”) which order, among other things, gave full force and effect to the Pawnee Approval and Reverse Vesting Order in the territorial jurisdiction of the U.S., approved the transactions

contemplated thereby, and recognized the U.S. Proceedings of the Vendor and provided that, upon addition of the Vendor as an applicant in the CCAA Proceedings and as a debtor for purposes of the U.S. Proceedings, the relief granted by the U.S. Court during the U.S. Proceedings would apply to the Vendor.

- F. Pursuant to the Pawnee Approval and Reverse Vesting Order and the U.S. Sale Order, effective April 1, 2025, the Vendor was transferred all of Pawnee's right, title and interest in and to, among other things, the equity in Bishop Holdings LLC, a Delaware limited liability corporation ("**Bishop Holdings**") held by Pawnee (which as of the time of transfer was a 10% equity interest) and certain Excluded Contracts (as such term is defined in the Pawnee Sale Agreement).
- G. Pursuant to the Pawnee Sale Agreement, the Purchaser agreed to pay Charge-Off Payments to the Pawnee Vendor, up to the Maximum Charge-Off Payment, on and subject to the terms and conditions of the Pawnee Sale Agreement.
- H. The Vendor desires to sell, and Purchaser desires to purchase, (i) all of the Equity Interests of Bishop Holdings owned by the Vendor and (ii) all of the Vendor's right, title and interest in and to certain Excluded Contracts (as such term is defined in the Pawnee Sale Agreement), on and subject to the terms and conditions of this Agreement.
- I. The Purchaser and the Pawnee Vendor have agreed to amend the Pawnee Sale Agreement to provide for the termination of the Purchaser's obligation to pay any further Charge-Off Payments to the Pawnee Vendor following the date of this Agreement in consideration for a payment by the Purchaser to the Pawnee Vendor in the Charge-Off Settlement Amount.

**NOW THEREFORE** in consideration of the covenants and mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In this Agreement:

**"Action"** means any claim, counterclaim, application, action, suit, cause of action, Order, charge, indictment, prosecution, demand, complaint, grievance, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at Law or in equity and by or before a Governmental Entity.

**"Administration Charge"** has the meaning set out in the Initial Order.

**"Affiliate"** means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to **"control"** another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of Equity Interests, by contract or otherwise; and the term **"controlled"** shall have a similar meaning.

**“Aggregate Q2 Charge-Off Payment Amount”** has the meaning set out in Section 7.1(a).

**“Agreement”** means this Transaction Agreement, including the preamble and the Recitals, and all the Schedules attached hereto, as they may be amended, restated or supplemented from time to time in accordance with the terms hereof.

**“Applicable Law”** means, with respect to any Person, property, transaction, event or other matter, any transnational, foreign or domestic, federal, provincial, territorial, state, local or municipal (or any subdivision of them) law (including common law and civil law), constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, by-law (zoning or otherwise), Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law (**“Law”**), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

**“Approval and Vesting Order”** means an Order of the Court to be issued in the CCAA Proceedings, substantially in the form attached hereto as **Exhibit A**:

- (a) approving this Agreement and the Transactions; and
- (b) vesting in the Purchaser all of the Vendor’s right, title and interest in and to the Bishop Equity Interests and the Bishop Assigned Contract free and clear of all Encumbrances to Be Discharged.

**“Assignment and Assumption Agreement”** means an assignment and assumption agreement, in form and substance satisfactory to the Purchaser and the Vendor, acting reasonably, evidencing the assignment to the Purchaser of the Vendor’s rights, benefits and interests in, to and under the Bishop Assigned Contract and the assumption by the Purchaser of all of the Assumed Liabilities under or in respect of the Bishop Assigned Contract.

**“Assumed Liabilities”** means: (a) Liabilities which relate to the Bishop Equity Interests arising out of events or circumstances that occur after the Closing; and (b) Liabilities of the Vendor under the Bishop Assigned Contract.

**“Authorization”** means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Entity having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person’s property or business and affairs (including any zoning approval, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters.

**“Bankruptcy Code”** means title 11, of the United States Code, 11 U.S.C. §§ 101, *et seq.*

**“Bishop Assigned Contract”** means the Amended and Restated Limited Liability Company Agreement of Bishop Holdings dated effective as of October 30, 2023, as amended by a First Amendment dated effective January 31, 2024.

**“Bishop Equity Interests”** means all of the Equity Interests of Bishop Holdings owned by the Vendor.

**“Bishop Holdings”** has the meaning set out in the Recitals.

**“Books and Records”** means all books, records, files, papers, books of account and other financial data related to the Bishop Equity Interests, the Bishop Assigned Contract and the Assumed Liabilities in the possession, custody or control of the Vendor.

**“Business Day”** means any day except Saturday, Sunday or any day on which banks are generally not open for business in Toronto, Ontario or New York, New York.

**“CCAA”** has the meaning set out in the Recitals.

**“CCAA Proceedings”** has the meaning set out in the Recitals.

**“Charge-Off Payments”** has the meaning given to such term in the Pawnee Sale Agreement.

**“Charge-Off Settlement Amount”** has the meaning set out in Section 7.1(c).

**“Claims”** means all debts, obligations, expenses, costs, damages, losses, Taxes, Actions, Liabilities, Encumbrances (other than Permitted Encumbrances), accounts payable, indebtedness, contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise).

**“Closing”** means the completion of the Transactions in accordance with the provisions of this Agreement.

**“Closing Date”** means the date on which Closing occurs.

**“Closing Deliverables”** means all contracts, agreements, certificates and instruments required by this Agreement to be delivered at or before the Closing in order to effect the Transactions.

**“Closing Time”** means the time on the Closing Date at which Closing occurs, as evidenced by the Monitor’s Certificate.

**“Code”** means the United States Internal Revenue Code of 1986, as amended.

**“Conditions Certificates”** has the meaning set out in Section 9.4.

**“Contracts”** means contracts, agreements, deeds, licenses, leases, obligations, commitments promises, undertakings, engagements, understandings and arrangements to which the Vendor is a party to or by which the Vendor is bound or under which the Vendor has, or will have at Closing, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied).

**“Court”** has the meaning set out in the Recitals.

**“DIP Charge”** has the meaning set out in the Initial Order.

**“Encumbrances”** means all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, floating charges, mortgages, pledges, assignments, conditional sales, warrants, adverse claims, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights), restrictive covenants, easements, servitudes, rights of way, licenses, leases, encroachments, and all other encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.



**“Encumbrances to Be Discharged”** means all Encumbrances on the Bishop Equity Interests and the Bishop Assigned Contract other than Permitted Encumbrances, including without limitation, the Administration Charge, the KERP Charge, the DIP Charge, and any other charge granted by the Court in the CCAA Proceedings.

**“Equity Interests”** means (a) any partnership interests, (b) any limited liability company interests or units, (c) any shares of capital stock, (d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distribution of assets of, the issuing entity, (e) any options or commitments of any kind or character relating to, or entitling any Person or entity to purchase or otherwise acquire limited liability company interests or units, capital stock, or any other equity securities, (f) any warrants, (g) any securities convertible into or exercisable or exchangeable for partnership interests, limited liability company interests or units, capital stock, or any other equity securities, or (h) any other interest classified as an equity security of a Person.

**“Governmental Entity”** means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them, or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

**“Initial Order”** has the meaning set out in the Recitals.

**“Interim Period”** means the period from the date of this Agreement until the earlier of: (a) the Closing Time; and (b) the termination of this Agreement in accordance with Article 9.

**“KERP Charge”** has the meaning given to such term in the Order of the Court dated December 19, 2024, in respect of, among other things, a Key Employee Retention Plan.

**“Law”** has the meaning set out in the definition of **“Applicable Law”**.

**“Liability”** means, with respect to any Person, any liability or obligation (contractual, legal or otherwise) of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

**“Maximum Charge-Off Payment”** has the meaning given to such term in the Pawnee Sale Agreement.

**“Monitor”** means FTI Consulting Canada Inc. in its capacity as monitor of the Vendor and the Pawnee Vendor in the CCAA Proceedings.

**“Monitor’s Certificate”** means the certificate, substantially in the form attached as Schedule “A” to the Approval and Vesting Order, to be delivered by the Monitor in accordance with Section 9.4, and thereafter filed by the Monitor with the Court.

**“Order”** means any order, directive, stipulation, charge, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Entity (in each case whether preliminary, interim or final).

**“Organizational Documents”** shall mean, with respect to any Person (other than an individual), the articles or certificate of incorporation, articles or certificate of formation, articles or certificate of organization,

articles of association and other applicable organizational or charter documents relating to the formation of such entity and the bylaws, limited liability company agreement, operating agreement, partnership agreement and other applicable documents relating to the operation, governance or management of such entity.

**“Outside Date”** means August 29, 2025, or such later date as the Vendor and the Purchaser may mutually agree.

**“Party”** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **“Parties”** means more than one of them.

**“Pawnee”** has the meaning set out in the Recitals.

**“Pawnee Approval and Reverse Vesting Order”** has the meaning set out in the Recitals.

**“Pawnee Sale Agreement”** has the meaning set out in the Recitals.

**“Pawnee Vendor”** has the meaning set out in the preamble hereto.

**“Permitted Encumbrances”** means any Encumbrances arising under the terms of the Bishop Assigned Contract or the Organizational Documents of Bishop Holdings.

**“Person”** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Entity, and the executors, administrators or other legal representatives of an individual in such capacity.

**“Purchase Price”** has the meaning set out in Section 3.1.

**“Purchaser”** has the meaning set out in the preamble hereto, and includes any successor or permitted assignee thereof.

**“Purchaser Released Parties”** has the meaning set out in Section 5.6.

**“Released Claims”** means all Claims and Orders, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including “claims” as defined in the CCAA and including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

**“Representative”** when used with respect to a Person means each director, officer, employee, consultant, equity holder, member, partner, consultant, investor, contractor, subcontractor, financial adviser, legal counsel, accountant and other agent, advisor or representative of that Person.

**“Target Closing Date”** means August 25, 2025, or such later date as the Vendor and the Purchaser may mutually agree.

**“Taxes”** or **“Tax”** means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, global minimum taxes, mining taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, property transfer taxes, escheat obligations, unclaimed property obligations, capital taxes, net worth taxes, production taxes, sales taxes, goods and services taxes, harmonized sales

taxes, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, governmental pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment/unemployment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add on minimum taxes, customs duties, import and export taxes, countervailing and anti-dumping duties or other taxes of any kind whatsoever imposed or charged by any Governmental Entity and any instalments in respect thereof including amounts or refunds owing in respect of any form of COVID-19 economic support, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person, by contract or otherwise, whether disputed or not.

**"Transactions"** means, collectively, the transactions contemplated by this Agreement, including, without limitation, amendment of the Pawnee Sale Agreement as contemplated by Article 7 herein.

**"Transfer Taxes"** means all applicable Taxes payable upon or in connection with the Transactions and any filing, registration, recording or transfer fees payable in connection with the instruments of transfer provided for in this Agreement (for greater certainty, excluding any income Taxes of the Vendor).

**"U.S. Court"** has the meaning set out in the Recitals.

**"U.S. Sale Order"** has the meaning set out in the Recitals.

**"U.S. Proceedings"** has the meaning set out in the Recitals.

**"Vendor"** has the meaning set out in the preamble hereto.

**"Vendor Released Parties"** has the meaning set out in Section 5.5.

**"Vesting Recognition Order"** means an Order of the U.S. Court entered in the U.S. Proceedings in form and substance acceptable to the Vendor, the Purchaser and the Monitor, each acting reasonably, which shall, among other things, recognize and give effect to the Approval and Vesting Order and otherwise approve this Agreement and all of the Transactions, including the sale of the Bishop Equity Interests and the Bishop Assigned Contract free and clear of Encumbrances other than Permitted Encumbrances in accordance with, and subject to, Sections 363(b), (f) and (m) of the Bankruptcy Code, the amendment of the Pawnee Sale Agreement as contemplated by Article 7 herein and a waiver of the stay under of the Federal Rules of Bankruptcy Procedure 6004.

## **1.2 Actions on Non-Business Days**

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

## **1.3 Currency and Payment Obligations**

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of the United States.

#### **1.4 Calculation of Time**

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 11:59 p.m. Eastern time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 11:59 p.m. Eastern time on the next succeeding Business Day.

#### **1.5 Additional Rules of Interpretation**

- (a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.
- (b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (c) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.
- (e) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.
- (f) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

## **ARTICLE 2**

### **PURCHASE OF ASSETS AND ASSUMPTION OF LIABILITIES**

#### **2.1 Purchase and Sale**

At the Closing Time, on and subject to the terms and conditions of this Agreement, the Approval and Vesting Order and the Vesting Recognition Order, the Vendor shall sell, assign, transfer and convey to the Purchaser and the Purchaser shall purchase and acquire from the Vendor, all of the Vendor's right, title and interest in, to and under the Bishop Equity Interests and the Bishop Assigned Contract, which shall be free and clear of all Encumbrances other than Permitted Encumbrances.

#### **2.2 Assumption of Assumed Liabilities**

Effective at the Closing Time, on and subject to the terms and conditions of this Agreement, the Purchaser: (a) hereby assumes and agrees to pay, perform and discharge when due in accordance with their terms, the Assumed Liabilities; and (b) shall hold harmless and indemnify the Vendor from and against any Claims the Vendor may suffer arising from or out of any breach by the Purchaser of this Section 2.2.

## **ARTICLE 3**

### **PURCHASE PRICE**

#### **3.1 Purchase Price**

The consideration payable by the Purchaser to the Vendor for the Vendor's right, title and interest in and to the Bishop Equity Interests and the Bishop Assigned Contract shall be [REDACTED] (the "Purchase Price").

#### **3.2 Transfer Taxes**

The Purchaser shall be liable for 100% of the Transfer Taxes.

#### **3.3 Withholding**

The Purchaser shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement such amounts as are required to be deducted and withheld under the Code or applicable state, local, or foreign Tax law. Amounts withheld pursuant to this Section 3.3 shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

## **ARTICLE 4**

### **REPRESENTATIONS AND WARRANTIES**

#### **4.1 Representations and Warranties of the Vendor**

The Vendor represents and warrants to the Purchaser on the date hereof and at Closing as follows and acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the Transactions:

- (a) *Due Authorization and Enforceability of Obligations.* Subject to the issuance of the Approval and Vesting Order by the Court and the Vesting Recognition Order by the U.S.

Court: (i) the Vendor has the power, authority and right to enter into and deliver this Agreement and each Closing Deliverable to which the Vendor will be a party and to perform its obligations hereunder and thereunder; (ii) the execution, delivery and performance by the Vendor of its obligations under this Agreement and each Closing Deliverable to which the Vendor will be a party, and the consummation by the Vendor of the Transactions, have been duly authorized and approved by all required action on the part of the Vendor; and (iii) this Agreement and each Closing Deliverable to which the Vendor will be a party will, when executed and delivered, constitute a valid and legally binding obligation of the Vendor (assuming the due authorization, execution, and delivery by the Purchaser or other parties thereto), enforceable against it in accordance with its terms subject only to the Approval and Vesting Order and the Vesting Recognition Order.

- (b) *Organization.* The Vendor is an entity organized, validly existing and in good standing under the Applicable Laws of the jurisdiction of its organization.

#### **4.2 Representations and Warranties of the Pawnee Vendor**

The Pawnee Vendor represents and warrants to the Purchaser on the date hereof and at Closing as follows and acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the Transactions:

- (a) *Due Authorization and Enforceability of Obligations.* Subject to the issuance of the Approval and Vesting Order by the Court and the Vesting Recognition Order by the U.S. Court: (i) the Pawnee Vendor has the power, authority and right to enter into and deliver this Agreement and each Closing Deliverable to which the Pawnee Vendor will be a party and to perform its obligations hereunder and thereunder; (ii) the execution, delivery and performance by the Pawnee Vendor of its obligations under this Agreement and each Closing Deliverable to which the Pawnee Vendor will be a party, and the consummation by the Pawnee Vendor of the Transactions, have been duly authorized and approved by all required action on the part of the Pawnee Vendor; and (iii) this Agreement and each Closing Deliverable to which the Pawnee Vendor will be a party will, when executed and delivered, constitute a valid and legally binding obligation of the Pawnee Vendor (assuming the due authorization, execution, and delivery by the Purchaser or other parties thereto), enforceable against it in accordance with its terms subject only to the Approval and Vesting Order and the Vesting Recognition Order.
- (b) *Organization.* The Pawnee Vendor is an entity organized, validly existing and in good standing under the Applicable Laws of the jurisdiction of its organization.

#### **4.3 Representations and Warranties of the Purchaser**

The Purchaser represents and warrants to the Vendor on the date hereof and at Closing as follows and acknowledges and agrees that the Vendor is relying upon such representations and warranties in connection with the Transactions:

- (a) *Due Authorization and Enforceability of Obligations.* (i) The Purchaser has the power, authority and right to enter into and deliver this Agreement and each Closing Deliverable to which the Purchaser will be a party and to perform its obligations hereunder and thereunder; (ii) the execution, delivery and performance by the Purchaser of its obligations under this Agreement and each Closing Deliverable to which the Purchaser will be a party, and the consummation by the Purchaser of the Transaction, have been duly authorized and

approved by all required action on the part of the Purchaser; and (iii) this Agreement and each Closing Deliverable to which the Purchaser will be a party will, when executed and delivered, constitute a valid and legally binding obligation of the Purchaser (assuming the due authorization, execution, and delivery by the Vendor or other parties thereto), enforceable against it in accordance with its terms subject only to the Approval and Vesting Order and the Vesting Recognition Order.

- (b) *No Conflict.* The execution and delivery of this Agreement by the Purchaser does not, and the execution and delivery by the Purchaser of the Closing Deliverables to which it is a party, the performance by the Purchaser of its obligations hereunder and thereunder, and the Purchaser's consummation of the Transactions will not conflict with or result in a violation or breach of any provision of the Organizational Documents of the Purchaser or conflict with or result in a violation or breach in any material respect of any Applicable Law or Order applicable to the Purchaser or any of its assets or properties.
- (c) *No Commissions.* There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transactions based on any arrangement or agreement which would result in Liability for the Vendor or the Pawnee Vendor.
- (d) *Proceedings.* As of the date hereof, there are no Actions pending, or to the actual knowledge of the Purchaser, threatened against the Purchaser before any Governmental Entity, which would: (i) prevent the Purchaser from paying the Purchase Price or the Charge-Off Settlement Amount to the Monitor; (ii) prohibit or seek to enjoin, restrict or prohibit the Transactions or (iii) reasonably be expected to materially delay the Purchaser from fulfilling any of its obligations set forth in this Agreement.
- (e) *Consents.* Except for: (i) the issuance of the Approval and Vesting Order and the Vesting Recognition Order; and (ii) any regulatory approvals required to be obtained pursuant to this Agreement, no Authorization, consent or approval of, or filing with or notice to, any Governmental Entity, court or other Person is required in connection with the Purchaser's execution, delivery or performance of this Agreement and each of the Closing Deliverables to be executed and delivered by the Purchaser hereunder, including the transfer of the Bishop Equity Interests and Bishop Assigned Contract hereunder.
- (f) *Financial Ability.* The Purchaser has cash on hand and/or firm financing commitments in amounts sufficient to allow it to pay the Purchase Price, the Charge-Off Settlement Amount, and all other costs and expenses in connection with the consummation of the Transactions and to perform its obligations under the Bishop Assigned Contract.
- (g) *Securities Law Matters.*
  - (i) The Purchaser is an "accredited investor", as such term is defined in Rule 501 of Regulation D under the United States Securities Act of 1933 (the "**Securities Act**") and it was not created or used solely to purchase or hold securities and acknowledges that the Bishop Equity Interests will be subject to resale restrictions under applicable securities laws, which may be indefinite under applicable securities laws.
  - (ii) The Bishop Equity Interests are being acquired by the Purchaser for its own account, and not with a view to, or for the offer or sale in connection with, any public distribution or sale of the Bishop Equity Interests or any interest in them.

The Purchaser has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of its acquisition of the Bishop Equity Interests, and the Purchaser is capable of bearing the economic risks of such acquisition. The Purchaser acknowledges that the Bishop Equity Interests are not registered under the Securities Act, any state securities law, regulation or rule or any applicable foreign securities law, regulation or rule, and agrees that the Bishop Equity Interests may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of except pursuant to a registered offering in compliance with, or in a transaction exempt from, the registration requirements of the Securities Act and any other applicable state and foreign securities laws.

#### **4.4 As Is, Where Is**

The Purchaser acknowledges and agrees that it has conducted, to its satisfaction, an independent investigation and verification of the Bishop Equity Interests, the Bishop Assigned Contract and the Assumed Liabilities and, based solely thereon and the advice of their financial, legal and other advisors, has determined to proceed with the Transactions. The Purchaser has relied solely on the results of its own independent investigation and verification and, except for the representations and warranties of the Vendor expressly set forth in Section 4.1 and any Closing Deliverable, the Purchaser understands, acknowledges and agrees that all other representations, warranties, guarantees, conditions and statements of any kind or nature, expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of Bishop Holdings) are specifically disclaimed by the Vendor and its financial and legal advisors and the Monitor and its legal counsel. THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE VENDOR EXPRESSLY AND SPECIFICALLY SET FORTH IN SECTION 4.1 AND ANY CLOSING DELIVERABLE: (A) THE PURCHASER IS ACQUIRING THE BISHOP EQUITY INTERESTS AND THE BISHOP ASSIGNED CONTRACT ON AN "AS IS, WHERE IS" BASIS; AND (B) NONE OF THE VENDOR, THE PAWNEE VENDOR, BISHOP HOLDINGS, THE MONITOR OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE VENDOR, THE PAWNEE VENDOR, BISHOP HOLDINGS OR THE MONITOR WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND THE PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, GUARANTEES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO: (I) THE ASSIGNABILITY OF THE BISHOP ASSIGNED CONTRACT; OR (II) ANY OTHER MATTER CONCERNING THE BISHOP EQUITY INTERESTS, THE BISHOP ASSIGNED CONTRACT, THE ASSUMED LIABILITIES, THIS AGREEMENT OR THE TRANSACTIONS, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE PURCHASER OR ANY OF ITS REPRESENTATIVES, INCLUDING WITH RESPECT TO MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, GUARANTEES, STATEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE PURCHASER.



## **ARTICLE 5 COVENANTS**

### **5.1 Target Closing Date**

During the Interim Period, the Vendor and the Purchaser shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing by the Target Closing Date.

### **5.2 Covenants Relating to this Agreement**

During the Interim Period:

- (a) each of the Vendor and the Purchaser shall perform all obligations required to be performed by the applicable Party under this Agreement, co-operate with the other Party in connection therewith and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable and prior to the Outside Date, the Transactions and, without limiting the generality of the foregoing, each Party shall and, where appropriate, shall cause each of its Affiliates to: (i) negotiate in good faith and use its commercially reasonable efforts to take or cause to be taken all actions and to do, or cause to be done, all things necessary, proper or advisable to satisfy the conditions precedent to the obligations of such Party hereunder (including, where applicable, negotiating in good faith with the applicable Governmental Entities and/or third Persons in connection therewith), and to cause the fulfillment at the earliest practicable date of all of the conditions precedent to the other Party's obligations to consummate the Transactions; and (ii) not take any action, or refrain from taking any action, or permit any action to be taken or not taken, which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Transactions; provided, that nothing in this Agreement shall require the Purchaser or its Affiliates to (A) take part in any divestiture or other structural or conduct relief with respect to the Purchaser or its Affiliates or (B) contest, administratively or in court, any ruling, Order or other action of any Governmental Entity or any other Person respecting the Transactions;
- (b) the Vendor and the Purchaser agree to execute and deliver such other documents, certificates, agreements and other writings, and to take such other commercially reasonable actions to consummate or implement as soon as reasonably practicable, the Transactions; and
- (c) the Vendor and the Purchaser will use commercially reasonable efforts to timely prepare and file all documentation and pursue all steps reasonably necessary to obtain all third-party consents and approvals as may be required in connection with the Transactions.

### **5.3 Access to Information**

During the Interim Period, the Vendor shall give, or cause to be given, to the Purchaser and its Affiliates and Representatives, reasonable access to such Books and Records and such officers and employees of the Vendor as the Purchaser may reasonably request in connection with the Transactions and shall furnish Purchaser with all such information concerning the Bishop Equity Interests, the Bishop Assigned Contract and the Assumed Liabilities as the Purchaser may reasonably request. No investigation made pursuant to this Section 5.3 by the Purchaser or its Representatives at any time prior to or following the date of this Agreement shall affect or be deemed to modify any representation or warranty made by the Vendor herein.

#### **5.4 Preservation of Records**

The Purchaser shall use commercially reasonable efforts to preserve and keep the Books and Records for a period of six years from the Closing Date, or for any longer period as may be required by any Applicable Law or Order, and shall make such Books and Records available to the Monitor or any trustee in bankruptcy of any of the CCAA Parties on a timely basis, as may be reasonably required by such Person including, to make copies (at such Person's own expense) as may be necessary or useful to accomplish such Person's respective role; provided, that such Person provides reasonable notice thereof and such access is during normal business hours.

#### **5.5 Release by the Purchaser**

Except in connection with any obligations of the Vendor contained in this Agreement or any Closing Deliverables to which the Vendor is a party, effective as of the Closing Time, the Purchaser and its respective Affiliates hereby release and forever discharge the Vendor, the Monitor and their respective Affiliates, and each of their respective successors and assigns, and all current and former officers, directors, partners, members, shareholders, employees, agents, financial and legal advisors of each of them (the "**Vendor Released Parties**"), of and from, and hereby unconditionally and irrevocably waives, any and all Released Claims that the Purchaser ever had, now has or ever may have or claim to have against any of the Vendor Released Parties in their capacity as such, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever which such Person had, has or may have in the future to the extent relating to the Purchaser's acquisition of the Bishop Equity Interests and the Bishop Assigned Contract and assumption of the Assumed Liabilities, save and except for Released Claims arising out of fraud or willful misconduct.

#### **5.6 Release by the Vendor**

Except in connection with any obligations of the Purchaser contained in this Agreement or any Closing Deliverables to which the Purchaser is a party, effective as of the Closing Time, the Vendor and its respective Affiliates hereby release and forever discharge the Purchaser, the Monitor and their respective Affiliates, and each of their respective successors and assigns, and all current and former officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them (the "**Purchaser Released Parties**"), of and from, and hereby unconditionally and irrevocably waives, any and all Released Claims that the Vendor ever had, now has or ever may have or claim to have against any of the Purchaser Released Parties in their capacity as such, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever which such Person had, has or may have in the future to the extent relating to the Purchaser's acquisition of the Bishop Equity Interests and the Bishop Assigned Contract and assumption of the Assumed Liabilities, save and except for Released Claims arising out of fraud or willful misconduct.

#### **5.7 Notice of Breaches**

- (a) During the Interim Period, the Vendor shall promptly deliver to the Purchaser supplemental information concerning events or circumstances occurring subsequent to the date hereof which would render any representation, warranty or statement in this Agreement inaccurate or incomplete in any material respect at any time after the date of this Agreement until the Closing. No such supplemental information shall be deemed to avoid or cure any misrepresentation or breach of warranty or constitute an amendment of any representation, warranty or statement in this Agreement as of the Closing Date. The Vendor shall also provide the Purchaser with prompt written notice of (i) any material development affecting or reasonably likely to affect the ability of the Vendor to consummate the Transactions (ii)

any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the Transactions, and (iii) any notice or other communication from any Governmental Entity in connection with the Transactions or any Closing Deliverable.

- (b) The Purchaser shall promptly deliver to the Vendor (i) during the Interim Period, supplemental information concerning events or circumstances occurring subsequent to the date hereof which would render any representation, warranty or statement in this Agreement inaccurate or incomplete in any material respect at any time after the date of this Agreement until the Closing. No such supplemental information shall be deemed to avoid or cure any misrepresentation or breach of warranty or constitute an amendment of any representation, warranty or statement in this Agreement or the applicable Schedule as of the Closing Date.

## **ARTICLE 6 INSOLVENCY PROVISIONS**

### **6.1 Court Orders and Related Matters**

- (a) As soon as practicable after the date hereof, the Vendor shall serve and file a motion seeking the issuance of the Approval and Vesting Order and the Vesting Recognition Order.
- (b) The Vendor shall diligently use its commercially reasonable efforts to seek the issuance and entry of the Approval and Vesting Order and the Vesting Recognition Order and the Purchaser shall cooperate with the Vendor in its efforts to obtain the issuance and entry of such Orders.
- (c) From and after the date of this Agreement and until the Closing Date, the Vendor shall deliver to counsel to the Purchaser drafts of any and all pleadings, motions, notices, statements, applications, schedules, reports, and other papers to be filed or submitted by the Vendor in connection with or related to this Agreement, for the Purchaser's prior review at least two (2) Business Days in advance of filing and service of such materials (or where circumstances make it impracticable to allow for two (2) Business Days' review, with as much opportunity for review and comment as is reasonably practicable in the circumstances). The Vendor acknowledges and agrees (i) that any such pleadings, motions, notices, statements, applications, schedules, reports, or other papers in respect of Approval and Vesting Order and the Vesting Recognition Order, and the Approval and Vesting Order and the Vesting Recognition Order themselves, shall be in form and substance satisfactory to the Purchaser, acting reasonably, and (ii) to consult and cooperate with the Purchaser regarding any discovery, examinations and hearing in respect of any of the foregoing, including the submission of any evidence, including witnesses testimony, in connection with such hearing(s).
- (d) Notice of the motions seeking the issuance of the (i) Approval and Vesting Order and (ii) the Vesting Recognition Order, respectively, shall be served by the Vendor on all Persons required to receive notice under Applicable Law and the requirements of the (1) CCAA and the Court and (2) U.S. Proceedings and the U.S. Court, as applicable, and any other Person determined necessary or advisable by the Vendor or the Purchaser, acting reasonably. Service of the Vendor's motion seeking the Vesting Recognition Order shall be in accordance with the Bankruptcy Code and Federal Rules of Bankruptcy Procedure.

- (e) If the Approval and Vesting Order or the Vesting Recognition Order is appealed or a motion for leave to appeal, rehearing, reargument or reconsideration is filed with respect thereto, the Vendor agrees to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion.

## ARTICLE 7 CHARGE-OFF PAYMENT SETTLEMENT

### 7.1 Charge-Off Payment Settlement

- (a) The Pawnee Vendor and the Purchaser acknowledge and agree that:
  - (i) the amount of the Charge-Off Payment with respect to the month of April 2025, determined in accordance with the Pawnee Sale Agreement, is \$ [REDACTED] (the “**April Charge-Off Payment Amount**”);
  - (ii) the amount of the Charge-Off Payment with respect to the month of May 2025, determined in accordance with the Pawnee Sale Agreement, is \$ [REDACTED] (the “**May Charge-Off Payment Amount**”); and
  - (iii) the amount of the Charge-Off Payment with respect to the month of June 2025, determined in accordance with the Pawnee Sale Agreement (the “**June Charge-Off Payment Amount**”), has not yet been determined.

The sum of the April Charge-Off Payment Amount, the May Charge-Off Payment Amount and the June Charge-Off Payment Amount is referred to herein as the “**Aggregate Q2 Charge-Off Payment Amount**”.

- (b) The Purchaser shall deliver to the Pawnee Vendor, by the earlier of: (i) the date that is thirty (30) days following the end of the calendar quarter ending June 30, 2025 and (ii) the date that is two (2) Business Days prior to the Closing Date, a statement setting forth in reasonable detail the Aggregate Q2 Charge-Off Payment Amount owing to the Pawnee Vendor in respect of such calendar quarter, together with reasonable supporting documentation. The Purchaser shall pay the Aggregate Q2 Charge-Off Payment Amount to the Pawnee Vendor no later than two (2) Business Days following delivery of such statement.
- (c) In addition to the Purchaser’s payment of the Aggregate Q2 Charge-Off Payment Amount, and in full and final satisfaction of Purchaser’s obligations in respect of the Maximum Charge-Off Payment under Section 2.7 of the Pawnee Sale Agreement, the Purchaser shall pay to the Pawnee Vendor at the Closing Time an amount (such amount, the “**Charge-Off Settlement Amount**”) equal to:
  - (i) [REDACTED] less
  - (ii) the Aggregate Q2 Charge-Off Payment Amount,
- (d) Effective as of the Closing Time, each of the Purchaser and the Pawnee Vendor agrees that Section 2.7 of the Pawnee Sale Agreement shall be amended to replace the reference to “\$2,500,000” as the Maximum Charge-Off Payment with an amount equal to the

Aggregate Q2 Charge-Off Payment Amount. The Purchaser and the Pawnee Vendor further agree that, upon payment by Purchaser of the Aggregate Q2 Charge-Off Payment Amount, the amended Maximum Charge-Off Payment pursuant to the Pawnee Sale Agreement shall be deemed satisfied in full as of the Closing Time, and neither the Pawnee Vendor nor the Vendor shall have the right to make a claim relating thereto and Purchaser shall have no liability relating thereto.

- (e) All other terms and conditions of the Pawnee Sale Agreement shall continue in full force and effect without amendment except as provided in this Section 7.1.

## **ARTICLE 8 CLOSING ARRANGEMENTS**

### **8.1 Closing**

Subject to the satisfaction of the conditions set forth in Article 9 (or the waiver thereof by each Party entitled to waive that condition), the Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, and shall be subject to such escrow document release arrangements as the Parties may agree, on the date that is two (2) Business Days after the satisfaction or waiver of the conditions set forth in Article 9 (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing), unless another place, date, or time is agreed to in writing by the Vendor and the Purchaser.

### **8.2 Purchaser's Closing Deliverables**

At or before the Closing (as applicable), the Purchaser shall deliver or cause to be delivered to the Vendor (or to the Monitor, if so indicated below), the following:

- (a) the aggregate of the Purchase Price and the Charge-Off Settlement Amount by wire transfer of immediately available funds to an account specified by the Monitor, on behalf the Vendor and the Pawnee Vendor, respectively;
- (b) a bring-down certificate dated as of the Closing Date and executed by an authorized signatory on behalf of the Purchaser confirming and certifying that each of the conditions in Sections 9.3(c) and 9.3(d) have been satisfied; and
- (c) the Assignment and Assumption Agreement, duly executed by the Purchaser.

### **8.3 Vendor's and Pawnee Vendor's Closing Deliverables**

At or before the Closing (as applicable), the Vendor shall deliver or cause to be delivered to the Purchaser, the following:

- (a) a true copy of the issued and entered Approval and Vesting Order and the Vesting Recognition Order;
- (b) a bring-down certificate dated as of the Closing Date and executed by an authorized signatory on behalf of the Vendor confirming and certifying that each of the conditions in Sections 9.2(b) and 9.2(c) have been satisfied;
- (c) a bring-down certificate dated as of the Closing Date and executed by an authorized

signatory on behalf of the Pawnee Vendor confirming and certifying that each of the conditions in Sections 9.2(b) and 9.2(c) have been satisfied;

- (d) an Internal Revenue Service Form W-9 duly executed and completed by each of: (i) the Pawnee Vendor and (ii) the Pawnee Vendor on behalf of the Vendor;
- (e) the Assignment and Assumption Agreement, duly executed by the Vendor;
- (f) a transfer form, in form and substance acceptable to the Purchaser, acting reasonably, duly executed by the Vendor giving effect to the transfer of the Bishop Equity Interests to the Purchaser and, to the extent the Bishop Equity Interests are certificated, the certificate(s) evidencing the Bishop Equity Interests duly endorsed by the Vendor for transfer;
- (g) a certificate, duly executed by an authorized signatory of the Vendor, dated as of the Closing Date, the resolutions adopted by or on behalf of the governing body of the Vendor in connection with this Agreement, and the incumbency of those officers of the Vendor executing this Agreement and the other Closing Deliverables by or on behalf of the Vendor; and
- (h) a certificate, duly executed by an authorized signatory of the Pawnee Vendor, dated as of the Closing Date, the resolutions adopted by or on behalf of the governing body of the Pawnee Vendor in connection with this Agreement, and the incumbency of those officers of the Pawnee Vendor executing this Agreement and the other Closing Deliverables by or on behalf of the Pawnee Vendor.

## **ARTICLE 9 CONDITIONS OF CLOSING**

### **9.1 Mutual Conditions**

The respective obligations of the Purchaser and the Vendor to consummate the Transactions are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the conditions listed below:

- (a) *No Violation of Orders or Law.* During the Interim Period, no Governmental Entity shall have enacted, issued or promulgated any final or non-appealable Order or Law which has: (i) the effect of making any of the Transactions illegal, or (ii) the effect of otherwise prohibiting, preventing or restraining the consummation of any of the Transactions.
- (b) *Court Approval.* The following conditions shall have been met: (i) the Approval and Vesting Order shall have been issued by the Court and the Vesting Recognition Order shall have been issued by the U.S. Court; and (ii) the Initial Order, the Approval and Vesting Order and the Vesting Recognition Order shall not have been vacated, set aside or stayed.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser. Any condition in this Section 9.1 may be jointly waived, to the extent permitted by Applicable Law, by the Vendor and by the Purchaser, in whole or in part, without prejudice to any of their respective rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver will be binding on the Vendor or the Purchaser only if made in writing.

## 9.2 Purchaser's Conditions

The Purchaser shall not be obligated to complete the Transactions, unless each of the conditions listed in Section 9.1 and below in this Section 9.2 have been satisfied, it being understood that the said conditions in this Section 9.2 are included for the exclusive benefit of the Purchaser, and may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing, provided that if the Purchaser does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Purchaser.

- (a) *Vendor's and Pawnee Vendor's Deliverables.* The Vendor and the Pawnee Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser or at the Closing all the documents contemplated in Section 8.3.
- (b) *No Breach of Representations and Warranties.* Each of the representations and warranties contained in Section 4.1 and Section 4.2 shall be true and correct (without giving effect to any qualifications and limitations as to "materiality," "in all material respects," and similar words and phrases in any of such representations and warranties) (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (c) *No Breach of Covenants.* The Vendor and the Pawnee Vendor shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Vendor and the Pawnee Vendor on or before the Closing.

The Purchaser acknowledges and agrees that (a) its obligations to consummate the Transactions are not conditioned or contingent in any way upon receipt of financing from a third party, and (b) failure to consummate the Transactions as a result of the failure to obtain financing shall constitute a breach of this Agreement by the Purchaser which will give rise, *inter alia*, to the Vendor's and the Pawnee Vendor's recourses for breach.

## 9.3 Vendor's and Pawnee Vendor's Conditions

The Vendor and the Pawnee Vendor shall not be obligated to complete the Transactions unless each of the conditions listed in Section 9.1 and below in this Section 9.3 have been satisfied, it being understood that the said conditions in this Section 9.3 are included for the exclusive benefit of the Vendor and the Pawnee Vendor, and may be waived by the Vendor and the Pawnee Vendor in whole or in part, without prejudice to any of their rights of termination in the event of nonfulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor and the Pawnee Vendor only if made in writing, provided that if the Vendor and the Pawnee Vendor do not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Vendor and the Pawnee Vendor.

- (a) *Charge-Off Payments.* The Purchaser shall have paid the Aggregate Q2 Charge-Off Payment Amount to the Pawnee Vendor in accordance with Section 7.1(b).
- (b) *The Purchaser's Deliverables.* The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor (with a copy to the Monitor) or to the Monitor, as applicable, at the Closing all the documents and payments contemplated in Section 8.2, including the payment of the Charge-Off Settlement Amount.

- (c) *No Breach of Representations and Warranties.* Each of the representations and warranties contained in Section 4.3 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (d) *No Breach of Covenants.* The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

#### **9.4 Monitor's Certificate**

When the conditions to Closing set out in Section 9.1, 9.2 and 9.3 have been satisfied and/or waived by the Vendor, the Pawnee Vendor or the Purchaser, as applicable, the Vendor, the Pawnee Vendor, the Purchaser or their respective counsel will each deliver to the Monitor confirmation in writing (email being sufficient) that such conditions of Closing, as applicable, have been satisfied and/or waived (the “**Conditions Certificates**”). Upon receipt of the Conditions Certificates and the receipt of the entire Purchase Price, the Monitor shall: (a) issue forthwith its Monitor's Certificate concurrently to the Vendor, the Pawnee Vendor and counsel to the Purchaser, at which time Closing will be deemed to have occurred; and (b) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Vendor, the Pawnee Vendor and counsel to the Purchaser). In the case of: (a) and (b) above, the Monitor will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Monitor will have no liability to the Vendor, the Pawnee Vendor or the Purchaser as a result of filing the Monitor's Certificate.

### **ARTICLE 10 TERMINATION**

#### **10.1 Termination**

This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual agreement of the Vendor and the Purchaser;
- (b) by either the Vendor or the Purchaser, upon the termination, dismissal or conversion of the CCAA Proceedings, provided that neither Party may terminate this Agreement pursuant to this Section 10.1(b) if the termination, dismissal or conversion of the CCAA Proceedings was caused by a breach of this Agreement by such Party;
- (c) the Court grants relief terminating the Stay Period (as defined in the Initial Order) with regard to any material assets or business of the Vendor and any appeal periods relating thereto shall have expired;
- (d) by either the Vendor or the Purchaser, upon notice to the other Party if the Court declines at any time to grant the Approval and Vesting Order, provided that (i) the reason for the Approval and Vesting Order not being approved by the Court is not due to any act, omission or breach of this Agreement by the Party proposing to terminate this Agreement, and (ii) the Purchaser may not terminate this Agreement while any decision of the Court declining to grant the Approval and Vesting Order is under appeal by the Vendor, provided that this Agreement may be terminated under Section 10.1(g);



- (e) by either the Vendor or the Purchaser, upon notice to the other Party if the U.S. Court declines at any time to grant the Vesting Recognition Order, provided that (i) the reason for the Vesting Recognition Order not being approved by the Court is not due to any act, omission or breach of this Agreement by the Party proposing to terminate this Agreement, and (ii) the Purchaser may not terminate this Agreement while any decision of the U.S. Court declining to grant the Vesting Recognition Order is under appeal by the Vendor, provided that this Agreement may be terminated under Section 10.1(g);
- (f) by either the Vendor or the Purchaser, if a Governmental Entity issues a final, non-appealable Order permanently restraining, enjoining or otherwise prohibiting consummation of the Transactions; provided, that the right to terminate this Agreement pursuant to this Section 10.1(f) shall not be available to any party whose breach of any provision of this Agreement results in such Order;
- (g) by either the Vendor or the Purchaser, at any time following the Outside Date, if Closing has not occurred on or prior to 5:00 p.m. (Eastern time) on the Outside Date, provided that the reason for the Closing not having occurred on or prior to 5:00 p.m. (Eastern time) on the Outside Date is not due to any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement pursuant to this Section 10.1(g);
- (h) by the Vendor, if the Purchaser is then in material breach of any provision of this Agreement or there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Purchaser pursuant to this Agreement, in either case which (i) would prevent the satisfaction of, or compliance with, any condition set forth in Sections 9.1 or 9.3, as applicable and (ii) such breach, inaccuracy or failure cannot be cured by the Purchaser by the Business Day prior to the Outside Date or, if capable of being cured, shall not have been cured within ten (10) Business Days following receipt of written notice from the Vendor describing such breach or failure in reasonable detail and stating the Vendor's intention to terminate this Agreement pursuant to this Section 10.1(h), unless the Vendor is itself in material breach of its own obligations under this Agreement at such time;
- (i) by the Purchaser, if the Vendor is then in material breach of any provision of this Agreement or there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Vendor pursuant to this Agreement, in either case which (i) would prevent the satisfaction of, or compliance with, any condition set forth in Sections 9.1 or 9.2, as applicable and (ii) such breach, inaccuracy or failure cannot be cured by the Vendor by the Business Day prior to the Outside Date or, if capable of being cured, shall not have been cured within ten (10) Business Days following receipt of written notice from the Purchaser describing such breach or failure in reasonable detail and stating the Purchaser's intention to terminate this Agreement pursuant to this Section 10.1(i), unless the Purchaser is itself in material breach of its own obligations under this Agreement at such time; or
- (j) by the Vendor, if the Purchaser fails to fund the Purchase Price and the Charge-Off Settlement Amount on or prior to the date on which Closing would have otherwise occurred.

Notwithstanding anything to the contrary contained herein, a Party shall not be permitted to terminate this Agreement pursuant to this Article 9 if the applicable termination event in this Section 10.1 was caused by the breach of such Party or such Party's gross negligence, willful misconduct, or bad faith.

The Party desiring to terminate this Agreement pursuant to this Section 10.1 (other than pursuant to Section 10.1(a)) shall give written notice of such termination to the other Party or Parties, as applicable, specifying in reasonable detail the basis for such Party's exercise of its termination rights.

## **10.2 Effect of Termination**

- (a) If this Agreement is terminated pursuant to Section 10.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations to any other Party hereunder, except, subject to Section 10.2(b), as contemplated in this Section 10.2 (*Effect of Termination*) and Articles 1 and 11 (excluding Sections 11.1, 11.5 and 11.6), which shall survive such termination; provided, that nothing herein shall relieve any Party from Liability for any willful breach of any provision hereof.
- (b) If this Agreement is terminated pursuant to Sections 10.1(h) or 10.1(j), the Vendor and the Pawnee Vendor may pursue any Claims they may have as against the Purchaser related to termination of this Agreement and such Claims are fully reserved.

## **ARTICLE 11 GENERAL**

### **11.1 Survival**

All representations, warranties, covenants and agreements of the Vendor, the Pawnee Vendor or the Purchaser made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement. For the avoidance of doubt, any claim with respect to fraud shall survive the Closing indefinitely.

### **11.2 Expenses**

Except as otherwise set forth herein, or if otherwise agreed in writing upon amongst the Parties, each Party shall be responsible for its own costs and expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transactions (including the fees and disbursements of legal counsel, bankers, agents, investment bankers, accountants, brokers and other advisers).

### **11.3 Public Announcements**

No Party shall make any public announcements (to the employees, customers or suppliers of the Vendor or otherwise) in respect of this Agreement, any Closing Deliverable or the transactions contemplated hereby or thereby or otherwise communicate with any news media without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement. Notwithstanding the foregoing, nothing herein shall prevent a Party from making public disclosure in respect of the Transactions to the extent required by Applicable Law, including with respect to the U.S. Court or Court and in connection with the U.S. Proceedings, CCAA Proceedings, Vesting Recognition Order of Approval and Vesting Order, provided that if any disclosure is to reference a Party, the non-disclosing Party will be provided notice of such requirement so that the non-disclosing Party may seek a protective order or other appropriate remedy.

Subject to the above, the Purchaser will agree to the existence of factual details of this Agreement and the Transactions generally being set out in public disclosure made by the Vendor or the Purchaser in any court material, including the filing of this Agreement with the Court and the U.S. Court in connection with the CCAA Proceedings or the U.S. Court in connection with the U.S. Proceedings, provided that certain agreements shall be subject to redactions as may be necessary to protect the commercial interests of the applicable Parties.

#### **11.4 Notices**

- (a) *Mode of Giving Notice.* Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if: (i) delivered personally by hand (with written confirmation of receipt); (ii) one (1) Business Day following the day sent by prepaid, overnight courier service (with written confirmation of receipt); or (iii) sent by e-mail (with written confirmation of transmission), in each case, to the applicable address set out below.

If to the Vendor or the Pawnee Vendor, c/o the Monitor, or to the Monitor, to:

**FTI Consulting Canada Inc.**

TD Waterhouse Tower  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, Ontario M5K 1G8

Attention: Jeffrey Rosenberg / Dean Mullett  
Email: Jeffrey.Rosenberg@fticonsulting.com / Dean.Mullett@fticonsulting.com

*with a copy to the Monitor's counsel at:*

**Osler, Hoskin & Harcourt LLP**

100 King Street West  
1 First Canadian Place  
Suite 6200, P.O. Box 50  
Toronto, Ontario  
M5X 1B8

Attention: Marc Wasserman / David Rosenblat  
Email: mwasserman@osler.com / drosenblat@osler.com

If to the Purchaser, to:

**North Mill Equipment Finance LLC**

601 Merritt 7, Suite 5  
Norwalk, Connecticut 06851

Attention: David C. Lee, Chief Executive Officer  
Email: DLee@nmef.com

*with copies to the Purchaser's counsels at:*

**Moore & Van Allen PLLC**

100 North Tryon Street  
Suite 4700  
Charlotte, North Carolina 28202

Attention: William H. Zimmern  
Email: billzimmern@mvalaw.com

and

**Blake, Cassels & Graydon LLP**

199 Bay Street  
Suite 4000  
Toronto, Ontario  
M5L 1A9

Attention: Chris Burr  
Email: chris.burr@blakes.com

- (b) *Change of Address.* Any Party may from time to time change its address under this Section 11.4 by notice to the other Party given in the manner provided by this Section 11.4.

### **11.5 Time of Essence**

Time shall be of the essence of this Agreement in all respects.

### **11.6 Further Assurances**

The Vendor on the one hand, and the Purchaser on the other hand, shall, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents, certificates and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement, the Closing Deliverables and the Transactions that the other Party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement, any Closing Deliverables, any provision hereof or thereof or the Transactions.

### **11.7 Entire Agreement**

This Agreement and the Closing Deliverables constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter herein. There are no conditions, representations, warranties, obligations or other agreements between the Parties with respect to the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement and the Closing Deliverables.

### **11.8 Waiver and Amendment**

Except as expressly provided in this Agreement, no amendment or waiver of any provision of this Agreement (other than Article 7) shall be binding unless: (a) executed in writing by the Vendor and the Purchaser (including by way of email); and (b) the Monitor shall have provided its prior consent. No amendment or waiver of Article 7 shall be binding unless: (a) executed in writing by the Pawnee Vendor and the Purchaser (including by way of email); and (b) the Monitor shall have provided its prior consent. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

### **11.9 Severability**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

### **11.10 Remedies Cumulative**

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

### **11.11 Governing Law**

This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts made and performed in such State, without reference to such State's or any other state's or other jurisdiction's principles of conflict of laws.

### **11.12 Dispute Resolution**

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of Article 9 hereof, such dispute shall be determined by the Court within the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct. The Parties irrevocably submit and attorn to the exclusive jurisdiction of the Court.

### **11.13 Attornment**

Each Party agrees: (a) that any Action relating to this Agreement shall be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Action in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 11.13. Each Party agrees that service of process on such Party as provided in this Section 11.13 shall be deemed effective service of process on such Party.

#### **11.14 Successors and Assigns**

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

#### **11.15 Assignment**

The Vendor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Purchaser. Prior to Closing, the Purchaser may assign, upon written notice to the Vendor, all or any portion of its rights and obligations under this Agreement to an Affiliate provided that such Affiliate is capable of making the same representations and warranties herein and completing the Transactions by the Outside Date. Any purported assignment or delegation in violation of this Section 11.15 is null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

#### **11.16 No Liability; Monitor Holding or Disposing Funds**

Any obligation of or direction to the Monitor to disburse or hold funds or take any action shall be subject to the Approval and Vesting Order or other order of the Court in all respects. The Parties acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the Vendor and the Pawnee Vendor in the CCAA Proceedings, and the Monitor's Affiliates and their respective former and current directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no Liability under or in connection with this Agreement, the Approval and Vesting Order, the Vesting Recognition Order or any other related Court orders whatsoever (including, without limitation, in connection with the receipt, holding or distribution of the Purchase Price or the Charge-Off Settlement Amount), whether in its capacity as Monitor, in its personal capacity or otherwise. If, at any time, there shall exist, in the sole and absolute discretion of the Monitor, any dispute between the Vendor or the Pawnee Vendor on the one hand, and the Purchaser on the other hand, with respect to the holding or disposition of any portion of the Purchase Price or the Charge-Off Settlement Amount, or any other obligation of the Monitor hereunder in respect of the Purchase Price or the Charge-Off Settlement Amount, or if at any time the Monitor is unable to determine the proper disposition of any portion of the Purchase Price or the Charge-Off Settlement Amount, or its proper actions with respect to its obligations hereunder in respect of the Purchase Price or the Charge-Off Settlement Amount, then the Monitor may (a) make a motion to the Court for direction with respect to such dispute or uncertainty and, to the extent required by law or otherwise at the sole and absolute discretion of the Monitor, pay the Purchase Price or the Charge-Off Settlement Amount or any portion of thereof into the Court for holding and disposition in accordance with the instructions of the Court, or (b) hold the Purchase Price or the Charge-Off Settlement Amount or any portion thereof and not make any disbursement thereof until: (i) the Monitor receives a written direction signed by the Vendor, the Pawnee Vendor and the Purchaser directing the Monitor to disburse, as the case may be, the Purchase Price and the Charge-Off Settlement Amount or any portion thereof in the manner provided for in such direction, or (ii) the Monitor receives an Order from the Court, obtained on reasonable notice to the Purchaser and the Vendor, which is not stayed or subject to appeal and for which the applicable appeal period has expired, instructing it to disburse, as the case may be, the Purchase Price or the Charge-Off Settlement Amount or any portion thereof in the manner provided for in the Order.

#### **11.17 Third Party Beneficiaries**

Except with respect to the Monitor as provided in this Agreement (including, without limitation, pursuant to Sections 4.4, 5.5, 5.6, 9.4 and 11.16) and as set forth in Sections 5.5 and 5.6, this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, express or implied, is intended to or shall confer

upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

#### **11.18 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

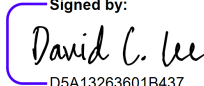
#### **11.19 Waiver of Jury Trial**

EACH OF THE PARTIES HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH OF THE PARTIES HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

*[Remainder of page intentionally left blank. Signature page follows.]*

**IN WITNESS WHEREOF** the Parties have executed this Transaction Agreement as of the date first above written.

**NORTH MILL EQUIPMENT FINANCE, LLC**

Signed by:  
  
By: D5A13263601B437...  
Name: David C. Lee  
Title: Chairman and CEO

**CGL HOLDCO, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**CHESSWOOD U.S. ACQUISITIONCO LTD.**

By: \_\_\_\_\_  
Name:  
Title:



**IN WITNESS WHEREOF** the Parties have executed this Transaction Agreement as of the date first above written.

**NORTH MILL EQUIPMENT FINANCE, LLC**

By: \_\_\_\_\_  
Name: David C. Lee  
Title: Chairman and CEO

**CGL HOLDCO, LLC**

By: \_\_\_\_\_  
Name: Tobias Rajchel  
Title: Authorized Signatory

DocuSigned by:  
Tobias Rajchel  
21D7010A24114A9...

**CHESSWOOD U.S. ACQUISITIONCO LTD.**

By: \_\_\_\_\_  
Name: Tobias Rajchel  
Title: Authorized Signatory

DocuSigned by:  
Tobias Rajchel  
21D7010A24114A9...

**EXHIBIT A**  
**APPROVAL AND VESTING ORDER**

**SCHEDULE “B”**

**FORM OF MONITOR’S 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., WAYPOINT INVESTMENT  
PARTNERS INC., 1000390232 ONTARIO INC. and CGL HOLDCO, LLC

**MONITOR’S CERTIFICATE**

**RECITALS**

1. Pursuant to the Initial Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 29, 2024 (as amended and restated on November 7, 2024, and as may be further amended, restated or supplemented from time to time), 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.), Waypoint Investment Partners Inc., 1000390232 Ontario Inc. and certain of their affiliates<sup>1</sup> (collectively, the “**CCAA Parties**” and each a “**CCAA**

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<sup>1</sup> The Initial Order in these proceedings applied to two additional entities, Pawnee Leasing Corporation (“**Pawnee**”) and Tandem Finance Inc. (“**Tandem**”), and did not apply to CGL Holdco LLC. CGL Holdco LLC was added,

**Party**”) were granted protection from their creditors pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and FTI Consulting Canada Inc. was appointed as the monitor of the CCAA Parties (in such capacity, the “**Monitor**”).

2. Pursuant to an Approval and Vesting Order (the “**Order**”) of the Court dated July 29, 2025, the Court *inter alia*, (i) approved the Transaction Agreement dated July 22, 2025 (as amended, and including the exhibits and schedules attached thereto, the “**Agreement**”) between CGL Holdco, LLC (the “**Vendor**”), Chesswood U.S. Acquisitionco Ltd. (the “**Pawnee Vendor**”), and North Mill Equipment Finance, LLC (the “**Purchaser**”), and the transactions contemplated therein (collectively, the “**Transactions**”), and (ii) provided for the transfer to and the vesting in the Purchaser of all of the Vendor’s right, title and interest in and to the Purchased Assets free and clear of all Claims and Encumbrances other than any Assumed Liabilities and Permitted Encumbrances, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Vendor and the Purchaser of a certificate confirming that the Monitor has received written confirmation from the Vendor, the Pawnee Vendor, and the Purchaser that all conditions of closing the Transactions contemplated under the Agreement (other than delivery of the Monitor’s Certificate) have been satisfied and/or waived by the Vendor, the Pawnee Vendor, and the Purchaser, as applicable.

3. Pursuant to the Order, the Monitor may rely on written notice from the Vendor, the Pawnee Vendor, and the Purchaser regarding satisfaction or waiver of conditions to closing under the Agreement.

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and Pawnee and Tandem were each removed, as an Applicant in these proceedings pursuant to the Approval and Reverse Vesting Order of this Court issued in these proceedings on March 7, 2025.

4. Capitalized terms used but not defined herein have the meanings ascribed to them in the Order or Agreement, as applicable.

**THE MONITOR HEREBY CERTIFIES** the following:

1. The cash proceeds of the Transactions (including, for clarity, the Purchase Price and the Charge-Off Settlement Amount) have been paid by the Purchaser to the Monitor, on behalf of the Vendor and the Pawnee Vendor, as applicable, pursuant to the Agreement;
2. The Vendor, the Pawnee Vendor, and the Purchaser have each delivered written notice to the Monitor that all applicable conditions of closing under the Agreement (other than delivery of the Monitor's Certificate) have been satisfied and/or waived, as applicable; and
3. The Effective Time is deemed to have occurred at **[TIME]** on **[DATE]**, 2025.

This Monitor's Certificate was delivered by the Monitor at Toronto on \_\_\_\_\_, 2025.

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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.

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

Proceeding commenced at Toronto

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**APPROVAL AND VESTING ORDER**

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**OSLER, HOSKIN & HARCOURT LLP**

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Lawyers for the Monitor

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C- Court File No: CV-24-00730212-00CL  
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

**MOTION RECORD OF THE MONITOR**  
**(Bishop AVO)**  
**(Returnable July 29, 2025)**

**OSLER, HOSKIN & HARCOURT LLP**

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*Lawyers for the Monitor*