

**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., PAWNEE LEASING
CORPORATION, LEASE-WIN LIMITED, WINDSET CAPITAL CORPORATION,
TANDEM FINANCE, INC., CHESSWOOD CAPITAL MANAGEMENT INC.,
CHESSWOOD CAPITAL MANAGEMENT USA INC., RIFCO NATIONAL AUTO
FINANCE CORPORATION, RIFCO INC., WAYPOINT INVESTMENT PARTNERS
INC. and 1000390232 ONTARIO INC.**

**MOTION RECORD OF THE MONITOR
(Approval and Vesting Order and Stay Extension Order)
(Returnable January 29, 2025)**

January 23, 2025

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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ARRANGEMENT ACT, R.S.C. 1985, AS AMENDED

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TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF THE *COMPANIES' CREDITORS*
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INC. and 1000390232 ONTARIO INC.

NOTICE OF MOTION
(Approval and Vesting Order and Stay Extension Order)
(Returnable January 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., Pawnee Leasing Corporation, Lease-Win Limited, Windset Capital Corporation, Tandem Finance, Inc., Chesswood Capital Management Inc., Chesswood Capital Management USA Inc., Rifco National Auto Finance Corporation, Rifco Inc., Waypoint Investment Partners Inc. and 1000390232 Ontario Inc. (together, the “**Chesswood Group**” or the “**CCAA Parties**”), will make a motion before the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) on Thursday, January 29, 2025 at 9 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 “**Approval and Vesting Order**”), substantially in the form of the draft included in the motion record, *inter alia*, approving the sale of the Purchased Assets by the Vendors to Vault (or an affiliate of Vault) pursuant to the Rifco APA (each as defined below) (the “**Proposed Rifco Transaction**”).
2. An order (the “**Stay Extension Order**”), substantially in the form of the draft order included in the motion record, *inter alia*, extending the Stay Period (as defined in the ARIO (as defined below)) until and including March 31, 2025.
3. Such further and other relief as counsel may request and this Court may grant.

THE GROUNDS FOR THE MOTION ARE:

Background

4. On October 29, 2024, Royal Bank of Canada, in its capacity as administrative agent and as collateral agent to the lenders under a second amended and restated credit agreement dated as of January 14, 2022, commenced proceedings under the CCAA in respect of the CCAA Parties.

5. 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;
 - (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 interim financing principal terms sheet dated October 28, 2024 (the “**DIP Term Sheet**”) between Chesswood, as borrower, the other entities in the Chesswood Group, as guarantors, Royal Bank of Canada, as administrative and collateral agent, and the lenders thereunder (the “**DIP Lenders**”), 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 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.

6. 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.

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

- (a) extending the period of the Court-ordered stay of proceedings against the CCAA Parties 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.

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 orders:

- (a) approving a sale and investment solicitation process (the “**SISP**”), including bidding procedures thereunder, in respect of the CCAA Parties, other than the Vendors; and
- (b) approving a key employee retention plan and granting a charge in respect thereof.

The Rifco Entities

10. Rifco Inc. is the sole shareholder of Rifco National Auto Finance Corporation (“**Rifco**” and together with Rifco Inc., the “**Vendors**”).

11. Historically, Rifco originated financing for new and used consumer vehicles, which it sold to certain third parties with whom it was party to securitization programs (the “**Securitization Parties**”). Rifco acted as servicer of the securitized loans on behalf of the Securitization Parties.

12. Rifco ceased originating new loans in the summer of 2024 and, in some cases, has been replaced as servicer in respect of certain of the Securitization Parties.

Vault

13. In August 2024, the Chesswood Group sold its 51% interest in Vault Credit Corporation, Vault Home Credit Corporation and CHW/Vault Holdco Corp. (the “**Sold Vault Entities**”) to HB Leaseco Holdings Inc. The Sold Vault Entities represented the entirety of the Chesswood Group’s Canadian equipment leasing and consumer financing business segment.

14. Rifco and the Sold Vault Entities continue to share a CFO.

15. Vault Auto Finance Corporation (“**Vault**”) is an affiliate of the Sold Vault Entities. Vault’s founder and CEO was a director of Chesswood until July 2024. Vault’s founder and CEO was a director of Chesswood until July 2024.

The Proposed Rifco Transaction

16. On January 23, 2025, the Vendors and Vault entered into an asset purchase agreement (the “**Rifco APA**”), pursuant to which Vault will acquire the Purchased Assets (as defined in the Rifco APA) effected pursuant to the proposed Approval and Vesting Order.

17. The Rifco APA includes the following additional key components:

- (a) a cash purchase price of C\$12,500,000 (subject to certain adjustments) and the assumption of certain liabilities;
- (b) a deposit of C\$250,000 payable by Vault;
- (c) Vault will acquire certain contracts, and will be responsible for cure costs and other liabilities in respect thereof (which amounts will reduce the purchase price);

- (d) rights in favour of the Monitor to engage in negotiations for a potential superior proposal with certain parties and, if a superior proposal is received, to terminate the Rifco APA (the “**Fiduciary Out**”); and
- (e) an expense reimbursement of \$250,000 payable to Vault in the event the Vendors wish to exercise the Fiduciary Out and terminate the Rifco APA (the “**Expense Reimbursement**”).

18. Upon receipt of the aggregate cash proceeds from the Proposed Rifco Transaction, there will be a mandatory repayment under the terms of section 25 of the DIP Term Sheet.

The Proposed Rifco Transaction should be approved

19. The Proposed Rifco Transaction maximizes the value of the Vendors’ assets for the benefit of the estate and is in the best interests of all stakeholders, including the Vendors’ employees, all of whom are contemplated to continue employment after closing.

20. Prior efforts to obtain a transaction, both prior to and after these CCAA proceedings were commenced, were unsuccessful, other than the Proposed Rifco Transaction with Vault.

21. The Fiduciary Out provides the Monitor with opportunity to obtain a superior transaction, and the Expense Reimbursement is reasonable and in the low end of the range of reimbursements seen in similar commercial transactions.

22. Further delay in completing a transaction will likely erode the proceeds available for the estate, as the Vendors’ value is declining each day, due among other things to their ongoing negative cash flow position (*i.e.*, operating costs exceed revenues) and the declining value of their loan assets. The Monitor believes that the Proposed Rifco Transaction is the best (and only) going

concern option available in the circumstances. The Monitor believes that the amount of the consideration payable by Vault under the Rifco APA is fair and reasonable in the circumstances, and represents greater recovery than could be achieved in a bankruptcy.

23. The DIP Lenders support the Proposed Rifco Transaction, and the granting of the proposed Approval and Vesting Order.

Extension of the Stay Proceedings

24. The ARIO extended the Stay Period until January 31, 2025, or such later date as this Court may order. The Monitor is seeking to extend the Stay Period until March 31, 2025.

25. Updated cash flow projections prepared by the CCAA Parties, in consultation with the Monitor, demonstrate that the CCAA Parties will have sufficient liquidity to fund operations during the requested extension of the Stay Period.

26. The extension of the Stay Period is necessary and appropriate in the circumstances to allow for, among other things, the ongoing administration of the SISP and the implementation of the Proposed Rifco Transaction, if approved.

27. No creditor of the CCAA Parties would be materially prejudiced by the proposed extension.

General

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

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

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

- (a) The Third Report of the Monitor; and
- (b) Such further and other evidence as counsel may advise and this Honourable Court permit.

January 23, 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
(Approval and Vesting Order and Stay Extension Order)**

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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., PAWNEE LEASING CORPORATION, LEASE-WIN LIMITED, WINDSET CAPITAL CORPORATION, TANDEM FINANCE, INC., CHESSWOOD CAPITAL MANAGEMENT INC., CHESSWOOD CAPITAL MANAGEMENT USA INC., RIFCO NATIONAL AUTO FINANCE CORPORATION, RIFCO INC., WAYPOINT INVESTMENT PARTNERS INC. and 1000390232 ONTARIO INC.

THIRD REPORT OF FTI CONSULTING CANADA INC., AS MONITOR

JANUARY 23, 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., PAWNEE LEASING CORPORATION,
LEASE-WIN LIMITED, WINDSET CAPITAL CORPORATION, TANDEM FINANCE, INC.,
CHESSWOOD CAPITAL MANAGEMENT INC., CHESSWOOD CAPITAL
MANAGEMENT USA INC., RIFCO NATIONAL AUTO FINANCE CORPORATION, RIFCO
INC., WAYPOINT INVESTMENT PARTNERS INC. and 1000390232 ONTARIO INC.

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

THIRD 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**”). 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 “**Agent**”) to the lenders under a second amended and restated credit agreement dated as of January 14, 2022, as amended (the “**Existing Credit Agreement**”).
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.

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, which, on a provisional basis, among other things, recognized the CCAA Proceedings as a foreign main proceeding and gave effect to the Initial Order in the U.S.
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, 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 (as defined in the ARIO).
5. On November 25, 2024, the U.S. Court entered, among others, 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 (the “**Bidding Procedures**”) in respect of the CCAA Parties, other than the Vendors (as defined below).
7. On December 19, 2024, the Court also issued an Order (the “**KERP Approval Order**”) that, among other things, approved a key employee retention plan and granted a charge in respect thereof.
8. As set out more fully in the affidavit of Wenwei (Wendy) Chen sworn October 28, 2024 filed in support of the application for the Initial Order, (i) the CCAA Parties’ business is a financial services company that provides 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.

9. 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 Monitor filed its first report dated November 6, 2024 (the “**First Report**”) in connection with the Agent’s motion for approval of the ARIO. The Monitor filed its second report dated December 14, 2024 (the “**Second Report**”, and together with the Pre-Filing Report and the First Report, the “**Previous Reports**”) in connection with the Monitor’s motions for (i) an approval and reverse vesting order (which motion was adjourned as described further below); (ii) the SISP Approval Order; and (iii) the KERP Approval Order. The Previous Reports are available on the Monitor’s website at <http://cfcanada.fticonsulting.com/Chesswood> (the “**Monitor’s Website**”).

10. This third report of the Monitor (the “**Third Report**”) is being filed to provide an update on certain developments in the CCAA Proceedings since the date of the Second Report, including the Monitor’s activities since the Second Report and the CCAA Parties’ actual cash receipts and disbursements for the 11-week period ending January 10, 2025, and a comparison to the cash flow forecast attached as Appendix “B” to the Pre-Filing Report (the “**October 2024 Forecast**”), along with an updated cash flow forecast for the period ending April 4, 2025 (the “**January 2025 Forecast**”), attached as Appendix “A”, and in support of the Monitor’s motion returnable January 29, 2025 seeking:
 - (a) an order (the “**Approval and Vesting Order**”) approving the sale of the Purchased Assets by the Vendors to Vault (or an affiliate of Vault) pursuant to the Rifco APA (each as defined below) (the “**Proposed Rifco Transaction**”); and
 - (b) an order (the “**Stay Extension Order**”) extending the Stay Period (as defined in the ARIO) until and including March 31, 2025.

B. TERMS OF REFERENCE

11. In preparing this Third 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 Agent and its legal counsel, Blake, Cassels & Graydon LLP (collectively, the "**Information**").
12. Except as otherwise described in this Third 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 Third Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
13. Future-oriented financial information reported in, or relied on, in preparing this Third Report is based on Management's assumptions regarding future events. Actual results will vary from these forecasts and such variations may be material.
14. The Monitor has prepared this Third Report in connection with its motion for the Approval and Vesting Order and Stay Extension Order. This Third Report should not be relied on for any other purpose.
15. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the ARIQ, the Rifco APA, or the SISP Approval Order, as applicable.

C. MONITOR'S ACTIVITIES SINCE THE SECOND REPORT

16. Since the Second Report, the Monitor has undertaken the following activities, among others:

- (a) updating the Monitor’s Website as necessary, including posting copies of the Second Report, the SISP Approval Order, the KERP Approval Order, and other related documents;
- (b) assisting in activities related to the SISP in accordance with the SISP Approval Order, as described in greater detail below;
- (c) engaging with the Vendors, Vault, and the DIP Agent with respect to the Proposed Rifco Transaction and the Rifco APA;
- (d) monitoring the Monitor’s email inbox and responding to enquiries;
- (e) 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;
- (f) reviewing borrowings under the DIP Facility;
- (g) monitoring the receipts and disbursements of the CCAA Parties;
- (h) responding to enquiries from stakeholders and participating in discussions with certain stakeholders;
- (i) engaging in discussions with the CCAA Parties and their legal counsel regarding termination of certain contracts; and
- (j) preparing this Third Report.

D. THE PROPOSED RIFCO TRANSACTION

Pre-filing efforts to sell the Vendors or their business

17. As set out in more detail in the Affidavit of Wenwei (Wendy) Chen, Rifco Inc. is a holding company that is the direct parent of Rifco National Auto Finance Corporation (“**Rifco**”), an entity that historically provided financing for new and used consumer vehicles. Prior to commencement of the CCAA Proceedings, Rifco would originate loans and leases, sell some of these loans and leases to various third parties in connection with securitization programs (the “**Securitization Parties**”), and then act as servicer of the loans and leases it

sold and the loans and leases it continued to own. However, Rifco ceased originating loans in the summer of 2024 and, in some cases, has been replaced as servicer of the securitized loans of certain of the Securitization Parties.

18. The Monitor understands that for an extended period prior to commencement of the CCAA Proceedings, the CCAA Parties and their representatives were engaged in various strategic initiatives and were in discussions with various third party potential investors and purchasers with a view to achieving a sale of, or investment in, one or more of the CCAA Parties and their businesses through a private transaction. This includes, beginning in late 2022, an engagement of RBC Capital Markets (“**RBCCM**”) to conduct a sale process for the business of Pawnee Leasing Corporation (“**Pawnee**”), which included solicitations to 133 parties, the execution of 35 non-disclosure agreements and the receipt of six offers.
19. During the first quarter of 2024, RBCCM contacted the same 133 parties and an additional 54 parties in an effort to conduct a sale process for the business of Chesswood Group Limited (“**Chesswood**”) and all of its subsidiaries, including Pawnee and Rifco. Through that process, 26 non-disclosure agreements were signed and six offers were received. Ultimately, the CCAA Parties were successful in completing a sale of Vault Credit Corporation, Vault Home Credit Corporation and CHW/Vault Holdco Corp. (the “**Sold Vault Entities**”), which represented the entirety of the Chesswood group’s Canadian equipment leasing and consumer financing business segment. Chesswood sold its 51% interest in the Sold Vault Entities to HB Leaseco Holdings Inc. on August 9, 2024. However, notwithstanding the foregoing marketing efforts, no transaction involving the sale of, or investment in, Rifco or its parent company, Rifco Inc. (collectively, the “**Vendors**”) was identified.

Previous Rifco transaction

20. Following the Filing Date, five parties contacted the Monitor to inquire about the Vendors’ business. The Monitor also contacted three additional parties that may have had an interest in the Vendors’ business. Of those eight parties, five signed non-disclosure agreements to gain access to a data room and evaluate a potential acquisition of the Vendors or their

business. Ultimately, no offers were received from any of those eight parties (the “**Subject Rifco Bidders**”), none of which are related to the Vendors.

21. On November 20, 2024, the Monitor received an unsolicited offer (the “**Vault Offer**”) from Vault Auto Finance Corporation (“**Vault**”) to acquire a 100% equity ownership interest in the Vendors. The Monitor understands that Vault’s founder and CEO was a director of Chesswood until July 2024, that Vault is related to the Sold Vault Entities, and that Rifco and the Sold Vault Entities have the same CFO.
22. As set forth in greater detail in the Second Report, in light of, among other things, extensive efforts to market the Rifco business for an extend period of time, the absence of bids during the pre-filing marketing process or post-filing from the Subject Rifco Bidders, coupled with the daily operating losses of the Vendors, following receipt of the Vault Offer, the Monitor, Chesswood, and Vault engaged in numerous discussions regarding a potential transaction, which culminated in the signing of a share purchase agreement on December 13, 2024 (the “**Rifco SPA**”), with the support of the DIP Lenders. Among other things, the Rifco SPA contemplated a reverse vesting order (“**RVO**”) and included a “fiduciary out” that permitted Chesswood and the Monitor to have discussions with interested parties in certain circumstances (largely identical to the “fiduciary out” in the Rifco APA, discussed below).
23. On December 19, 2024, the Court adjourned the motion for the RVO to allow the parties to file additional information for the Court’s consideration with respect to the requested relief, having raised concerns with the suitability of an RVO in the circumstances.
24. Following the adjournment, the Monitor worked with the Vendors and Vault to develop an asset acquisition structure that could be used to facilitate the acquisition of the Vendors’ business while addressing the reasons that had previously informed the request for the RVO.
25. Ultimately, the Monitor, the Vendors, and Vault were able to agree to terms for an asset acquisition, which culminated in the signing of an asset purchase agreement between the

Vendors and Vault on January 23, 2025 (the “**Rifco APA**”), with the support of the DIP Lenders, as set forth in further detail below.

Key terms of the Rifco APA

26. The key terms of the Rifco APA are summarized below (capitalized terms in this section not otherwise defined in this Third Report are as defined in the Rifco APA):¹

- (a) **Purchaser:** Vault.
- (b) **Vendors:** Rifco Inc. and Rifco.
- (c) **Deposit:** C\$250,000.
- (d) **Purchase Price:** The Purchase Price payable by Vault to the Vendors for the Purchased Assets is C\$12,500,000,
 - (i) *less* the aggregate amount of the Vendors’ cash, if any, paid to the DIP Agent as a mandatory repayment under section 25 of the DIP Term Sheet since November 20, 2024 (defined in the Rifco APA as the “**Excess Cash Sweep Amount**”);² and
 - (ii) *plus* the value of the Accrued Liabilities (*i.e.*, Assumed Liabilities other than those that are not payable on or before, or accrued or incurred as of, Closing).
- (e) **Purchased Assets:** All assets, properties, undertakings and rights, of every kind, owned by the Vendors that are not Excluded Assets.
- (f) **Excluded Assets:** Include, among other things:
 - (i) certain Tax records and books and records;
 - (ii) all Intercompany Liabilities owing to the Vendors, or either of them;

¹ The following summary is qualified in its entirety by the actual terms of the Rifco APA.

² It is anticipated that the Excess Cash Sweep Amount will be zero.

- (iii) the Excluded Contracts;
 - (iv) any assets which are added as Excluded Assets pursuant to Section 2.05 of the Rifco APA;
 - (v) the shares of Rifco; and
 - (vi) claims and/or causes of actions solely and directly related to the foregoing or the Excluded Liabilities.
- (g) **Assumed Liabilities:** Include, among other things:
- (i) liabilities under any Assigned Contract or Permitted Encumbrance;
 - (ii) Post-Filing Claims that remain outstanding at the Closing Time;
 - (iii) Cure Costs, if any, in respect of applicable Assigned Contracts; and
 - (iv) the Transferred Employees Liabilities.
- (h) **“As is, Where is”:** Vault will acquire the Purchased Assets on an “as is, where is” basis.
- (i) **Granting of Approval and Vesting Order:** The completion of the Proposed Rifco Transaction is conditioned upon, among other things, the Approval and Vesting Order having been issued and entered by the Court by January 29, 2025.
- (j) **Transition Services Agreement:** The Vendors and Vault will enter into a transition services agreement acceptable to each of them pursuant to which the Vendors will provide transition services to Vault for a period of no more than 120 days following closing (unless otherwise agreed) with respect to: (1) access to office space currently occupied by the Vendors; (2) access to the Vendors’ accounting system as it relates to their business, and (3) access to bank accounts, banking arrangements and payment processing services. Vault will pay any out-of-pocket costs of the Vendors in providing such transition services.
- (k) **Employees:** Vault will make an offer of employment, effective as of the Closing Date, to each of the Vendors’ employees set out on a list provided by Vault to the

Vendors. Such offers will be on substantially similar terms and conditions of employment, in the aggregate, as in effect immediately prior to the closing. The Monitor understands from Vault that it is expected that all or substantially all of the employees would be given employment offers by Vault.

- (l) **Non-Use of Names:** The Vendors will change their legal names to other names which are dissimilar to, and cannot be confused with, “Rifco”.
- (m) **Consent of Certain Securitization Parties:** The Rifco APA includes as a condition to Closing that the Vendors shall have obtained consent and waiver agreements with certain of the Securitization Parties as set forth in the Rifco APA.
- (n) **Competition Act Approval:** The Rifco APA includes as a condition to Closing (1) the issuance of an advance ruling certificate by the Commissioner of Competition appointed under section 7(1) of the *Competition Act* (or their designee) (“**Commissioner**”) under section 102(1) of the *Competition Act* with respect to the completion of the Proposed Rifco Transaction; (2) that the obligation to make a pre-merger notification under Part IX of the *Competition Act* shall have been waived by the Commissioner pursuant to section 113(c) of the *Competition Act*; or (3) that every applicable waiting period under section 123 of the *Competition Act* has expired or been waived by the Commissioner (“**Competition Act Approval**”). The Vendors and Vault are required to use commercially reasonable efforts to apply for and obtain Competition Act Approval and to co-operate with one another in connection with obtaining such approval.
- (o) **Fiduciary Out:** The Monitor may engage in negotiations for an Alternative Proposal³ with third parties (i) to whom the Monitor and/or Chesswood had granted

³ “Alternative Proposal” is defined in the Rifco APA as “any *bona fide* written proposal for the sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, dissolution, winding up, tender offer, recapitalization, plan of reorganization, share exchange, business combination, asset sale or similar transaction involving any one or more of the Vendors, one or more of the Vendors’ material assets, or the debt, equity, or other interests in any one or

access to the virtual data room in respect of a potential transaction relating to either of the Vendors between October 29, 2024 and December 13, 2024, (ii) that request access to the virtual data room in respect of a potential transaction relating to either Vendor on or following December 13, 2024 (where such request was unsolicited by the Monitor and/or Chesswood or their representatives), or (iii) that submit an unsolicited Alternative Proposal to the Monitor, Chesswood, or a Vendor (defined in the Rifco APA as an “**Acceptable Alternative Bidder**”). If an Alternative Proposal is received prior to Closing, and the Monitor on behalf of the Vendors concludes in good faith, after consultation with financial and legal advisors and with the consent of the DIP Lenders, that it constitutes a Superior Proposal, the Vendors may terminate the APA and enter into a definitive agreement with respect to such Superior Proposal in accordance with the terms set out in the Rifco APA, subject to paying Vault an expense reimbursement of C\$250,000 (the “**Expense Reimbursement**”).

- (p) **Outside Date for Closing:** February 15, 2025, or such later date agreed to by each of the Vendors and Vault in writing in consultation with the Monitor and with the consent of the DIP Lenders; provided that, if the only outstanding condition to the Closing is the receipt of Competition Act Approval, the Outside Date shall be automatically extended to February 28, 2025.
- (q) **Termination:** The Rifco APA may be terminated in the following circumstances, among others (and subject to certain limitations set out in the Rifco APA):
 - (i) by mutual written agreement of each of the Vendors and Vault;
 - (ii) by the Vendors, in the event of a Superior Proposal, provided that the Vendors pay the Expense Reimbursement;

more of the Vendors that is an alternative to or otherwise inconsistent with the Transactions, and any amendment to or variation of any such proposal, and is with a counterparty other than [Vault] or any Affiliate of [Vault].”

- (iii) by the Vendors or Vault, if Closing has not occurred on or before the Outside Date;
- (iv) by the Vendors or Vault, if the Approval and Vesting Order is denied by the Court (or is stayed, vacated or varied without their respective consent);
- (v) by Vault, if the Approval and Vesting Order is not granted by January 29, 2025;
- (vi) by the Vendors, if Vault fails to fund the cash portion of the Purchase Price in full on or prior to the date on which Closing would have otherwise occurred;
- (vii) by Vault, if (I) a receiver or trustee in bankruptcy is appointed in respect of the Vendors or any of their property, (II) the CCAA Proceedings are terminated, or (III) the Court does not extend the stay of proceedings granted in the CCAA Proceedings, other than with the prior written consent of Vault; and
- (viii) by the Vendors or Vault if a court of competent jurisdiction, or other Governmental Authority, has issued an order or taken any other action to restrain, enjoin or otherwise prohibit the consummation of Closing and such order has become a Final Order.

27. As noted above, it is anticipated that the Excess Cash Sweep Amount will be zero. Pursuant to the DIP Term Sheet, it is anticipated that all of the cash proceeds from the Proposed Rifco Transaction will be used to make a mandatory repayment to the DIP Agent. The Approval and Vesting Order contemplates, among other things, that the aggregate cash proceeds from the Proposed Rifco Transaction will be distributed to the DIP Agent as a mandatory repayment in accordance with and subject to the terms of Section 25 of the DIP Term Sheet.

E. APPROVAL OF THE PROPOSED RIFCO TRANSACTION

28. The Monitor is seeking approval of the Proposed Rifco Transaction and related relief pursuant to the proposed Approval and Vesting Order for the following reasons:

Prior Unsuccessful Efforts

29. The Vendors' businesses have been marketed to third parties for a potential acquisition transaction both within, and prior to commencement of, the CCAA Proceedings. Other than the initial unsolicited offer from Vault (*i.e.*, the Rifco SPA) and the Rifco APA, no binding or executable offers have been received, nor have any discussions to date identified any proposals that are superior to the Proposed Rifco Transaction. Furthermore, notwithstanding the "fiduciary out" provided for in the Rifco SPA, no potential bidder or alternative transaction involving the Vendors or their business has emerged since the date the Rifco SPA was signed, despite interested third parties having access to the Rifco SPA and information on the Vendors via a virtual data room.

Fiduciary Out and Expense Reimbursement

30. The Rifco APA includes a "fiduciary out" through the Alternative Proposal and Superior Proposal mechanism, which allows the Monitor to have discussions with Acceptable Alternative Bidders that have provided a *bona fide* written Alternative Proposal so that such interested parties may advance the Alternative Proposal prior to Closing, along with a corresponding right to terminate the Rifco APA (subject to paying the Expense Reimbursement).
31. The Monitor is of the view that the "fiduciary out" ensures not only that interested parties have an opportunity to make an Alternative Proposal to the Monitor, the Vendors or Chesswood should they wish to do so, notwithstanding the extensive previous marketing efforts, and also that the Monitor has the ability to negotiate any Alternative Proposals received and, if determined to be a Superior Proposal, with the consent of the DIP Lenders, to enter into a binding agreement with respect to same. This is intended to ensure the achievement of the best transaction possible in the circumstances for the Vendors and their respective businesses for the benefit of all stakeholders.
32. Furthermore, in the Monitor's view, the Expense Reimbursement of C\$250,000 is reasonable and in the low end of the range of reimbursements seen in similar commercial transactions.

Support from Senior Creditors

33. The Monitor has consulted with the DIP Lenders in connection with the Proposed Rifco Transaction and the DIP Lenders have consented to the Proposed Rifco Transaction and support the Monitor's motion for the Approval and Vesting Order on the basis of the consideration contemplated under the Rifco APA, as summarized above.
34. The Monitor is advised that Vault is advancing discussions with the Securitization Parties as contemplated under the Rifco APA to obtain their respective consents in connection with their agreements as part of the completion of the Proposed Rifco Transaction.

Going Concern Transaction

35. The Proposed Rifco Transaction provides for the continuation of the Vendors' business as a going concern, which will benefit their stakeholders, including up to approximately 85 transferred employees and customers.⁴ Given the nature of the liquidity situation and rapidly eroding value of the Vendors' business and assets, coupled with historical unsuccessful marketing efforts, in the Monitor's view, it is unlikely that an alternative purchaser would be willing to provide a transaction on terms that are more favourable than those contemplated by the Rifco APA and in a timely fashion. In the Monitor's view, in the circumstances, the Rifco APA represents the only current available option and provides for the continuation of the Vendors' business as a going concern.

Significant Daily Losses

36. The Monitor, based on guidance from the Vendors, understands that they suffer significant daily operating losses. In particular:
 - (a) Rifco's non-prime auto and repair loans have been incurring increasing write-offs and decreases in value due to broader challenges in the Canadian economy; and

⁴ The employees of Rifco have been and will continue to be paid salaries and wages in the ordinary course until the closing of the Rifco APA (or their termination).

- (b) Rifco's loan assets have been declining in value at over C\$7 million per month due to a combination of collections, but also write-offs from increasing delinquencies.
37. Rifco is not generating sufficient revenues to cover its cost of operations, which situation has been exacerbated by the loss of servicing revenues on behalf of two Securitization Parties prior to the commencement of the CCAA Proceedings. The remaining two Securitization Parties also provided notice of their intention to move the servicing of their portfolios to other servicers prior to the commencement of the CCAA Proceedings, but have, to date, not taken further steps to do so pending the Proposed Rifco Transaction.
38. Accordingly, any further delay in completing a transaction for the Vendors will likely erode the proceeds available for the estate, as the Vendors' value continues to decline each day and the Vendors continue to generate operating losses.

Consideration and Recovery

39. The Monitor believes that the amount of the consideration payable by Vault under the Rifco APA is fair and reasonable in the circumstances, and represents greater recovery than could be achieved in a bankruptcy. No other transaction has been identified for the purchase of the Vendors or their assets or business.
40. As noted above, extensive efforts were made to identify potential sale or investment transactions with parties that were not related to the Vendors. However, no such possible transactions emerged. Furthermore, the "fiduciary out" allows for such a transaction to be considered and completed, if appropriate, notwithstanding the Proposed Rifco Transaction.

F. RECEIPTS AND DISBURSEMENTS FOR THE 11-WEEK PERIOD ENDED JANUARY 10, 2025

41. The CCAA Parties' actual net cash flow from operations on a consolidated basis for the 11-week period ending January 10, 2025 was approximately \$4.0 million, compared to a forecasted negative net cash flow of approximately \$13.3 million, representing a positive variance of approximately \$17.4 million as summarized below:

(\$USD in thousands)

	11 Weeks Ending January 10, 2025			
	Actual	Forecast	Variance (\$)	Variance (%)
Receipts				
Receipts from Securitization Assets	\$ 15,626	\$ 29,536	\$ (13,910)	-47.1%
Receipts from Financing Instrument Receivables	24,145	5,901	18,244	309.2%
Total Receipts	\$ 39,771	\$ 35,437	\$ 4,334	12.2%
Disbursements				
<i>Operating Disbursements</i>				
Disbursements from Securitization Assets	(28,988)	(35,729)	6,741	18.9%
Collections Expense	(1,131)	(2,116)	985	46.6%
Payroll	(3,284)	(4,046)	761	18.8%
Other Operating Expenses	(2,320)	(6,856)	4,536	66.2%
Total Operating Disbursements	\$ (35,723)	\$ (48,747)	\$ 13,024	26.7%
Net Cash from Operations	\$ 4,048	\$ (13,310)	\$ 17,358	130.4%
<i>Financing Disbursements</i>				
Loan Repayments	(26,441)	(29,767)	3,326	11.2%
Interest Expenses	(2,885)	(2,945)	60	2.0%
<i>Restructuring Disbursements</i>				
Restructuring Legal and Professional Costs	(3,721)	(10,690)	6,969	65.2%
Net Cash Flows	\$ (28,999)	\$ (56,711)	\$ 27,712	48.9%
Beginning Balance	7,430	8,150	(721)	-8.8%
Net Cash Flows	(28,999)	(56,711)	27,712	48.9%
DIP Advances	27,600	54,011	(26,411)	-48.9%
DIP Fees & Interest	(621)	(879)	258	29.3%
FX Gain (Loss)	(168)	-	(168)	-100.0%
Ending Balance	5,242	4,571	671	14.7%

42. Explanations for the key variances from the October 2024 Forecast are as follows:

- (a) negative variance in *Receipts from Securitization Assets* of approximately \$14 million as a result of Rifco's lower than forecast receipts resulting from (i) replacement servicers put in place by certain Securitization Parties, and (ii) the triggering of locks on certain Securitization Parties' segregated cash. A portion of this variance is permanent in nature as the majority of Securitization Party collections are no longer collected in Pawnee and Rifco's co-mingled accounts and instead go directly into segregated accounts;
- (b) positive variance in *Receipts from Financing Instruments Receivables* of approximately \$18.2 million due to higher than forecast collections from Pawnee as a result of owned loans and securitization payments being collected into co-mingled accounts. A portion of the variance is temporary in nature and will ultimately be reflected as a disbursement under *Disbursements from Securitization Assets*, once the CCAA Parties complete their reconciliations;

- (c) positive variance in *Disbursements from Securitization Assets* of approximately \$6.7 million due to lower than forecast Rifco disbursements as a result of funds being directed to replacement servicers and other segregated bank accounts, and the timing of weekly and monthly reconciliations of securitization payments. A portion of this variance is temporary and may reverse in the coming weeks;
- (d) positive variance in *Collections Expense* of approximately \$1.0 million due to lower than forecast actual collections disbursements, which may be temporary in nature and may reverse in future weeks;
- (e) positive variance in *Payroll* of approximately \$0.8 million due to severance and other employee-related outflows that have been stayed as a result of the CCAA Proceedings. A portion of this variance may reverse over time;
- (f) positive variance in *Other Operating Expenses* of approximately \$4.5 million due to lower than forecast actual operating disbursements, which may be temporary in nature and may reverse in future weeks;
- (g) positive variance in *Restructuring Legal and Professional Costs* of approximately \$7.0 million is temporary in nature and is expected to reverse in future weeks as invoices are issued and paid.

G. UPDATE ON THE SISP

- 43. The Monitor, with the assistance of the CCAA Parties, has conducted an extensive marketing process to solicit interest in an investment in or acquisition of the CCAA Parties.
- 44. The Monitor provided a list of 180 potential buyers and investors (the “**Prospective Bidders**”) with a summary regarding the opportunity, outlining the process under the SISP, and inviting them to participate (the “**Teaser**”). Interested parties that contacted the Monitor or the CCAA Parties about the opportunity were also provided a copy of the Teaser. The Monitor uploaded the Bidding Procedures and other information related to the SISP on to the Monitor’s Website on December 27, 2024. Notices were arranged and published in the insolvency publication, *Insolvency Insider*, and a speciality equipment

finance publication, Monitor Daily, in accordance with paragraph 8(b) of the Bidding Procedures (attached as Schedule “A” to the SISP Approval Order) on December 29, 2024 and January 8, 2025, respectively. A press release was issued by the CCAA Parties with Canadian Newswire in accordance with paragraph 8(c) of the Bidding Procedures on December 30, 2024.

45. Following the granting of the SISP Approval Order, U.S. counsel to the Monitor, in its capacity as Foreign Representative, filed a notice with the U.S. Court, which notice advised that the SISP Approval Order had been granted, that the Monitor will be conducting a marketing process with respect to the CCAA Parties’ assets in the U.S., and that, if the process is successful and a sale is approved by this Court, the Monitor will return to the U.S. Court to seek recognition of such sale.
46. The Monitor has been working to obtain bids from interested parties and, with the consent of the DIP Lenders, extended the deadline for final binding offers from January 20, 2025 to January 21, 2025 at 5:00 pm EST.
47. The Monitor received multiple bids and is in the process of reviewing them. The Monitor is currently working with the DIP Lenders on a modification to the SISP milestones for the selection of a successful bid or designation of an auction, the auction date, and the finalization of definitive documents, pursuant and subject to the terms of the SISP.

H. EXTENSION OF THE STAY PERIOD

48. The Stay Period will expire on January 31, 2025. The continuation of the stay of proceedings is necessary to provide ongoing stability to the CCAA Parties, including while the Monitor works to close the Proposed Rifco Transaction, if approved, and continues to advance the SISP. Accordingly, the Monitor is seeking an extension of the Stay Period up to and including March 31, 2025.
49. As is demonstrated in the January 2025 Forecast, attached as Appendix “A”, the CCAA Parties are forecast to have sufficient liquidity to fund their obligations and costs of the

CCAA Proceedings through the end of the extended Stay Period. The January 2025 Forecast is summarized below.

(\$USD in thousands)

Cash Flow Forecast for the 12 Week Period Ended April 4, 2025	
<i>(\$USD in thousands)</i>	Total
Receipts	
Receipts from Securitization Assets	\$ 15,042
Receipts from Financing Instrument Receivables	6,325
Total Receipts	\$ 21,367
Disbursements	
<i>Operating Disbursements</i>	
Disbursements from Securitization Assets	(14,880)
Collections Expense	(2,296)
Payroll	(4,041)
Other Operating Expenses	(5,725)
Taxes	(120)
Total Operating Disbursements	\$ (27,062)
Net Cash from Operations	\$ (5,695)
<i>Financing Disbursements</i>	
Loan Repayments	(8,689)
Interest Expenses	(1,995)
<i>Restructuring Disbursements</i>	
Restructuring Legal and Professional Costs	(9,207)
Net Cash Flows	\$ (25,586)
Cash	
Beginning Balance	\$ 5,242
Net Cash Flows	(25,586)
DIP Advances	25,017
DIP Fees & Interest	(1,109)
Ending Balance	\$ 3,563

50. The Monitor supports extending the Stay Period to March 31, 2025, for the following reasons:

- (a) during the proposed extension of the Stay Period, the CCAA Parties, under the oversight of the Monitor, will have an opportunity and the breathing room necessary to complete the SISF, as approved on December 19, 2024;
- (b) as indicated by the January 2025 Forecast, the CCAA Parties are forecast to have sufficient liquidity to continue operating in the ordinary course of business during the requested extension of the Stay Period;

- (c) based on the information currently available to it, the Monitor believes that no creditor of the CCAA Parties would be materially prejudiced by the extension of the Stay Period;
- (d) the CCAA Parties, under the applicable supervision of the Monitor, are acting in good faith and with due diligence;
- (e) the granting of the extension will provide the opportunity for the Proposed Rifco Transaction to be implemented, if approved;
- (f) the granting of the extension will provide the opportunity for the continued administration of the SISP; and
- (g) the CCAA Parties have acted in good faith and with due diligence in the CCAA Proceedings since the commencement of the CCAA Proceedings.

I. CONCLUSION

- 51. For the reasons set out in this Third Report, the Monitor is of the view that:
 - (a) the Proposed Rifco Transaction should be approved and that the proposed Approval and Vesting Order is necessary, reasonable and justified in the circumstances; and
 - (b) an extension of the Stay Period up to and including March 31, 2025, is reasonable in the circumstances.
- 52. Accordingly, the Monitor respectfully requests that the Approval and Vesting Order and the Stay Extension Order be granted.

All of which is respectfully submitted this 23rd day of January, 2025.

FTI Consulting Canada Inc.

In its capacity as Monitor of Chesswood Group Limited, Case Funding Inc., Chesswood Holdings Ltd., Chesswood US Acquisitionco Ltd., Pawnee Leasing Corporation, Lease-Win Limited, Windset Capital Corporation, Tandem Finance, Inc., Chesswood Capital Management Inc., Chesswood Capital Management USA Inc., Rifco National Auto Finance Corporation, Rifco Inc., Waypoint Investment Partners Inc. and 1000390232 Ontario Inc. and not in its personal or corporate capacity



Jeffrey Rosenberg
Senior Managing Director



Jodi Porepa
Senior Managing Director

APPENDIX “A” – JANUARY 2025 FORECAST

(see attached)

Chesswood Group Limited

Consolidated Cash Flow Forecast

(\$USD in thousands)

Forecast Week Ending		17-Jan-25	24-Jan-25	31-Jan-25	07-Feb-25	14-Feb-25	21-Feb-25	28-Feb-25	07-Mar-25	14-Mar-25	21-Mar-25	28-Mar-25	04-Apr-25	12 Weeks
Forecast Week	[1]	1	2	3	4	5	6	7	8	9	10	11	12	Total
Receipts														
Receipts from Securitization Assets	[2]	\$ 2,536	\$ 850	\$ 920	\$ 1,276	\$ 1,747	\$ 1,128	\$ 618	\$ 1,273	\$ 628	\$ 2,179	\$ 616	\$ 1,270	\$ 15,042
Receipts from Financing Instrument Receivables	[3]	835	250	395	662	245	767	598	611	245	808	277	632	6,325
Total Receipts		\$ 3,370	\$ 1,100	\$ 1,314	\$ 1,938	\$ 1,993	\$ 1,895	\$ 1,216	\$ 1,883	\$ 873	\$ 2,988	\$ 893	\$ 1,902	\$ 21,367
Disbursements														
<i>Operating Disbursements</i>														
Disbursements from Securitization Assets	[4]	(1,041)	(1,491)	(1,839)	(439)	(889)	(2,009)	(991)	(1,339)	(439)	(2,076)	(991)	(1,339)	(14,880)
Collections Expense	[5]	(526)	(119)	(259)	(123)	(183)	(119)	(259)	(74)	(111)	(191)	(259)	(74)	(2,296)
Payroll	[6]	(598)	(350)	(230)	(354)	(255)	(416)	(231)	(354)	(255)	(416)	(231)	(354)	(4,041)
Other Operating Expenses	[7]	(458)	(537)	(427)	(491)	(474)	(472)	(450)	(453)	(443)	(645)	(393)	(483)	(5,725)
Taxes		-	-	(20)	-	-	-	-	-	(100)	-	-	-	(120)
Total Operating Disbursements		\$ (2,623)	\$ (2,496)	\$ (2,774)	\$ (1,406)	\$ (1,801)	\$ (3,014)	\$ (1,930)	\$ (2,219)	\$ (1,347)	\$ (3,328)	\$ (1,873)	\$ (2,249)	\$ (27,062)
Net Cash from Operations		\$ 747	\$ (1,396)	\$ (1,460)	\$ 532	\$ 192	\$ (1,119)	\$ (713)	\$ (336)	\$ (474)	\$ (340)	\$ (980)	\$ (347)	\$ (5,695)
<i>Financing Disbursements</i>														
Loan Repayments	[8]	(2,242)	(834)	(1,104)	-	(662)	(1,083)	(745)	(226)	(545)	(245)	(998)	(5)	(8,689)
Interest Expenses	[9]	-	-	-	(682)	-	-	-	(664)	-	-	-	(649)	(1,995)
<i>Restructuring Disbursements</i>														
Restructuring Legal and Professional Costs	[10]	-	(1,581)	(1,581)	(1,564)	(1,082)	(525)	(525)	(629)	(404)	(404)	(404)	(508)	(9,207)
Net Cash Flows		\$ (1,495)	\$ (3,811)	\$ (4,145)	\$ (1,714)	\$ (1,552)	\$ (2,728)	\$ (1,984)	\$ (1,854)	\$ (1,423)	\$ (989)	\$ (2,381)	\$ (1,510)	\$ (25,586)
Cash														
Beginning Balance		\$ 5,242	\$ 5,329	\$ 4,104	\$ 3,000	\$ 4,500	\$ 4,942	\$ 3,745	\$ 3,226	\$ 3,545	\$ 3,434	\$ 4,101	\$ 3,005	\$ 5,242
Net Cash Flows		(1,495)	(3,811)	(4,145)	(1,714)	(1,552)	(2,728)	(1,984)	(1,854)	(1,423)	(989)	(2,381)	(1,510)	(25,586)
DIP Advances	[11]	1,582	2,587	3,041	3,499	1,994	1,531	1,464	2,552	1,312	1,656	1,286	2,512	25,017
DIP Fees & Interest	[12]	-	-	-	(286)	-	-	-	(379)	-	-	-	(444)	(1,109)
Ending Balance		\$ 5,329	\$ 4,104	\$ 3,000	\$ 4,500	\$ 4,942	\$ 3,745	\$ 3,226	\$ 3,545	\$ 3,434	\$ 4,101	\$ 3,005	\$ 3,563	\$ 3,563
Cash Available for Sweep (Following Week)		(834)	(1,104)	0	(662)	(1,083)	(745)	(226)	(545)	(245)	(998)	(5)	(563)	(563)
Cash Reserves		\$ 4,495	\$ 3,000	\$ 3,000	\$ 3,838	\$ 3,859	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,189	\$ 3,103	\$ 3,000	\$ 3,000	\$ 3,000
DIP Facility														
Opening Balance		\$ 27,600	\$ 29,182	\$ 31,769	\$ 34,810	\$ 38,309	\$ 40,303	\$ 41,834	\$ 43,299	\$ 45,851	\$ 47,163	\$ 48,819	\$ 50,105	\$ 27,600
(+) Additional DIP Draws (Repayments)		1,582	2,587	3,041	3,499	1,994	1,531	1,464	2,552	1,312	1,656	1,286	2,512	25,017
Closing Balance		\$ 29,182	\$ 31,769	\$ 34,810	\$ 38,309	\$ 40,303	\$ 41,834	\$ 43,299	\$ 45,851	\$ 47,163	\$ 48,819	\$ 50,105	\$ 52,617	\$ 52,617
DIP Balance														
DIP Balance		29,182	31,769	34,810	38,309	40,303	41,834	43,299	45,851	47,163	48,819	50,105	52,617	52,617
Revolver Balance		109,906	109,242	108,308	107,794	107,299	106,383	105,803	105,078	104,696	104,614	103,778	103,285	103,285
Total Debt		\$ 139,088	\$ 141,011	\$ 143,118	\$ 146,103	\$ 147,603	\$ 148,217	\$ 149,101	\$ 150,929	\$ 151,860	\$ 153,433	\$ 153,883	\$ 155,902	\$ 155,902

Notes to the Consolidated Cash Flow Forecast:

[1] The purpose of the Cash Flow Forecast is to estimate the liquidity requirements of Chesswood Group Limited and its subsidiaries ("Chesswood" or the "Company"). The forecast above is presented in United States Dollars. The forecast 12-week Cash Flow Forecast is on a cash-basis only and does not include timing differences for cash in transit.

[2] Receipts from Securitization Assets are based on Management's current expectations regarding loan/lease collections. Receipts have been forecast based on current payment terms, historical trends in collections, and expected write-offs. These receipts are payable to various securitization funders and are not considered funds of Chesswood.

[3] Receipts from Financing Instrument Receivables are based on Management's current expectations regarding loan/lease collections. Receipts have been forecast based on current payment terms, historical trends in collections, and expected write-offs. These receipts are collected on assets wholly-owned by Chesswood.

[4] Payments from Securitization Assets are based on Management's current expectations regarding securitization debt payments. Disbursements have been forecast based on current payment terms, historical trends in underlying asset collections, and expected write-offs.

[5] Collections Expense represents costs incurred to recover on previously charged-off loan/lease assets.

[6] Forecast Payroll is based on recent payroll amounts and future forecast amounts and does not currently include remaining estimates for the Court-approved KERP. The Cash Flow Forecast above shows Chesswood has sufficient funds as at April 4, 2025 to fund remaining KERP amounts.

[7] Forecast Other Operating Expenses includes general and administrative expenses including IT, Rent, Insurance, and other costs necessary for operation.

[8] Forecast Loan Repayments reflect the repayment of the Lenders' Pre-Filing Obligations from post-filing receipts in accordance with the DIP Term Sheet.

[9] Forecast Interest Expenses include interest payable on the Lenders' Pre-Filing Obligations.

[10] Forecast Restructuring Legal and Professional Costs include legal and professional fees associated with the CCAA proceedings and are based on estimates provided by the advisors.

[11] Forecast DIP Advances are based on funding requirements and maintaining a minimum cash balance of approximately \$3.0 million.

[12] Forecast DIP Fees & Interest represents the cost of borrowing. Interest is payable on the first of the month.

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

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

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Lawyers for the Monitor

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)	THURSDAY, THE 29TH
)	
JUSTICE OSBORNE)	DAY OF JANUARY 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., PAWNEE
LEASING CORPORATION, LEASE-WIN LIMITED, WINDSET CAPITAL
CORPORATION, TANDEM FINANCE, INC., CHESSWOOD CAPITAL
MANAGEMENT INC., CHESSWOOD CAPITAL MANAGEMENT USA INC.,
RIFCO NATIONAL AUTO FINANCE CORPORATION, RIFCO INC.,
WAYPOINT INVESTMENT PARTNERS INC. and 1000390232 ONTARIO INC.

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., Pawnee Leasing Corporation, Lease-Win Limited, Windset Capital Corporation, Tandem Finance, Inc., Chesswood Capital Management Inc., Chesswood Capital Management USA Inc., Rifco National Auto Finance Corporation, Rifco Inc., Waypoint Investment Partners Inc. and 1000390232 Ontario Inc. (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 Asset Purchase Agreement dated January 23, 2025 (including the exhibits and schedules attached thereto, the “**Purchase Agreement**”) between Rifco Inc. (“**Rifco**”), Rifco National Auto Finance Corporation (“**Rifco Subsidiary**”, and together with Rifco, collectively, the “**Vendors**” and each, a “**Vendor**”) and Vault Auto Finance Corporation (“**Vault**”, with Vault or a permitted assignee thereof, as applicable, referred to herein as, the “**Purchaser**”), a copy of which is attached as Schedule “A”

hereto, and the transactions contemplated therein (collectively, the “**Transactions**”), (ii) transferring to and vesting in the Purchaser all of the applicable Vendors’ right, title and interest in and to the Purchased Assets free and clear of all Claims and Encumbrances (each as defined in the Purchase Agreement) other than any Assumed Liabilities and Permitted Encumbrances (each as defined in the Purchase Agreement), and (iii) granting related relief, was heard this day by videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Monitor, including the Third Report of the Monitor dated January 23, 2025, and the exhibits attached thereto (the “**Third Report**”), and on hearing the submissions of counsel for the Monitor, counsel for the DIP Agent (as defined in the Amended and Restated Initial Order of this Court dated November 7, 2024 (the “**ARIO**”)), and such other counsel that were present, no one else appearing although duly served as appears from the affidavit of service of [●], sworn January [●], 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 stated herein, all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

TRANSACTION APPROVAL

3. **THIS COURT ORDERS** that the Purchase Agreement and the Transactions are hereby approved, and the execution of the Purchase Agreement and any documents contemplated thereunder (including, without limitation, the Transition Services Agreement) and ancillary documents related thereto by each of the Vendors is hereby authorized, ratified, confirmed and approved. The Vendors are authorized to make such minor amendments to the Purchase Agreement

as the Vendors and the Purchaser, with the consent of the Monitor and the DIP Agent, may deem necessary or appropriate, and/or such amendments as the Vendors and the Purchaser may agree and as the Purchase Agreement expressly permits in accordance with its terms (provided that, unless otherwise expressly permitted under the Purchase Agreement, such amendments do not negatively alter or impact the consideration that the CCAA Parties and/or their applicable stakeholders will benefit from as part of the Transactions). The Vendors and the Monitor are hereby authorized, empowered and directed to complete the Transactions subject to the terms of the Purchase Agreement and to perform their respective obligations under the Purchase Agreement and any documents contemplated thereunder and any ancillary documents related thereto, as applicable. The Vendors and the Monitor are hereby authorized, empowered and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, the conveyance of the Purchased Assets to the Purchaser and the provision of transition services pursuant to the Transition Services Agreement. For greater certainty, and without limiting the generality of this paragraph 3, the Vendors are hereby authorized, empowered and directed to comply with their obligations pursuant to Section 10.02(3) of the Purchase Agreement with respect to the payment of the Expense Reimbursement if the Purchase Agreement is terminated pursuant to Sections 10.01(2) or 10.01(3) thereof.

4. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Vendors to proceed with and complete the Transactions, and that no shareholder, unitholder, member, partner, director or other approval shall be required in connection therewith other than to the extent contemplated by the Purchase Agreement.

5. **THIS COURT ORDERS** that, upon the delivery by the Monitor of a Monitor's certificate (the "**Monitor's Certificate**") to each Vendor and to the Purchaser (the time of such delivery,

the “**Effective Time**”) substantially in the form attached as Schedule “B” hereto, all of each Vendor’s right, title and interest in and to the Purchased Assets, as applicable, 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), the *Personal Property Security Act* (Alberta), 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 from and after the Closing, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including, without limitation, administrative hearings and orders, declarations and

assessments, commenced, taken, or proceeded with or that may be commenced, taken, or proceeded with against the Purchaser or the Purchased Assets relating in any way to the Excluded Assets, the Excluded Contracts, the Excluded Liabilities, or the Claims and Encumbrances and other matters that are waived, released, expunged or discharged pursuant to this Order.

8. **THIS COURT ORDERS** that, for greater certainty, and without limiting the generality of paragraph 3 hereof or any other provision of this Order, following Closing (i) the Vendors are hereby authorized, empowered and directed to comply with their obligations pursuant to Section 7.10 of the Purchase Agreement; (ii) any Purchased Assets (including, for certainty, any proceeds thereof) that come into the possession or control of any of the Vendors or any affiliate thereof after the Closing shall be deemed to be held in trust by such Vendor or affiliate for the Purchaser's benefit and account, excluding, for the avoidance of doubt, the Purchase Price, and no title or other license to use shall, or shall be deemed to, vest in any of the Vendors or any of their affiliates in respect of any such Purchased Assets (including, for certainty, any proceeds thereof), and (iii) any Purchased Assets (including, for certainty, any proceeds thereof) that come into the possession or control of any of the Vendors or any affiliate thereof after the Closing shall be transferred to the Purchaser (or as directed by the Purchaser) pursuant to the Purchase Agreement, and the transfer to the Purchaser of any Purchased Assets (including, for certainty, any proceeds thereof) that come into the possession or control of any of the Vendors or their affiliates after the Closing shall be free and clear of any and all Claims and Encumbrances, other than Assumed Liabilities and Permitted Encumbrances.

9. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

10. **THIS COURT ORDERS** that the Monitor and its counsel may rely on written notice from the Vendors and the Purchaser regarding the satisfaction or waiver of conditions to closing under the Purchase Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

DISTRIBUTION

11. **THIS COURT AUTHORIZES AND DIRECTS** the Vendors and Monitor to distribute the cash proceeds of the Purchase Price forthwith after the Closing to the DIP Agent, for and on behalf of the DIP Lenders (each as defined in the DIP Term Sheet (as defined in the ARIO)) as a mandatory repayment in accordance with, and subject to the terms of, the DIP Term Sheet.

ADDITIONAL PROVISIONS

12. **THIS COURT ORDERS** that, upon presentation of the required form with a true copy of this Order and the Monitor's Certificate, the registrars under the *Personal Property Security Act* (Ontario), *Personal Property Security Act* (Alberta) or under similar legislation in any applicable jurisdiction are hereby authorized and directed to cancel, discharge, delete and expunge all instruments and registrations made, registered or published against the Purchaser against or in respect of the Purchased Assets in respect of any applicable Claims or Encumbrances other than the Permitted Encumbrances.

13. **THIS COURT ORDERS** that upon the registration in the Canadian Intellectual Property Office of a copy of this Order and the Monitor's Certificate, the applicable Registrar is hereby directed to transfer all of the applicable Vendor's right, title and interest in and to the intellectual property owned by it constituting Purchased Assets to the Purchaser, free and clear of all Claims and Encumbrances other than any Permitted Encumbrances, and the applicable Registrar is hereby

further directed to cancel, discharge, delete and expunge all security agreements recorded as against such intellectual property.

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), each Vendor and the Monitor is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in each of the Vendors' records pertaining to the Transferred Employees, subject to and in accordance with the terms and conditions of the Purchase Agreement. The Purchaser and Vault (to the extent Vault receives any such information prior to a permitted assignment under the Purchase Agreement) shall maintain and protect the privacy of such information in accordance with applicable laws. The Purchaser shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by each such Vendor.

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

- (a) the pendency of these CCAA proceedings or the U.S. Proceedings;
- (b) any applications for a bankruptcy order or a receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada), as amended (the "BIA"), the 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 into bankruptcy made in respect of any of the CCAA Parties; and
- (d) any provisions of any applicable legislation,

the Purchase 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 Purchase 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, (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, and (iii) shall not constitute or be deemed to be oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16. **THIS COURT ORDERS** that (a) on or after the Effective Time, each of the Vendors is hereby permitted and directed to execute and file articles of amendment or such other documents or instruments as may be required to change its legal name in accordance with the Purchase Agreement, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective without any requirement to obtain shareholder, unitholder, manager, member, partner, director or any other similar consent or approval; and (b) upon the official change to the legal name of the Vendors, the name of the Vendors in the within title of proceeding shall be deleted and replaced with the new legal name of such Vendors, and any document filed thereafter in this proceeding (other than the Monitor's Certificate) shall be filed using such revised title of proceeding.

TITLE OF PROCEEDINGS

17. **THIS COURT ORDERS** that, following the Effective Time, the title of these CCAA proceedings shall be hereby amended to the following:

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., PAWNEE
LEASING CORPORATION, LEASE-WIN LIMITED, WINDSET
CAPITAL CORPORATION, TANDEM FINANCE, INC.,
CHESSWOOD CAPITAL MANAGEMENT INC., CHESSWOOD
CAPITAL MANAGEMENT USA INC., [●] ALBERTA INC., [●]
ALBERTA INC., WAYPOINT INVESTMENT PARTNERS INC.
and 1000390232 ONTARIO INC.

MULTILATERAL INSTRUMENT 61-101

18. **THIS COURT ORDERS** that, having been advised of the provisions of Multilateral Instrument 61-101 Protection of Minority Shareholders in Special Transactions relating to the requirement for a majority of “minority” shareholder approval for a related party transaction in certain circumstances and the requirement for a formal valuation for a related party transaction in certain circumstances, that no meeting of shareholders or other holders of equity interests in any of the Vendors or their respective shareholders or other holders of equity interests is required, or will be required, to be held in connection with the execution of the Purchase Agreement and no formal valuation is required, or will be required, to be conducted by the Vendors or their respective shareholders or other holders of equity interests in connection with the execution of the Purchase Agreement.

GENERAL

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

20. **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 Purchase Agreement.

21. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the CCAA Parties, the Foreign Representative (as defined in the ARIIO), 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, to grant representative status to the Monitor in any foreign proceeding, or to assist the CCAA Parties, the Foreign Representative and the Monitor and their respective agents in carrying out the terms of this Order.

22. **THIS COURT ORDERS** that 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.

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

SCHEDULE "A"
PURCHASE AGREEMENT

(see attached)

ASSET PURCHASE AGREEMENT
BETWEEN
RIFCO INC.
AND
RIFCO NATIONAL AUTO FINANCE CORPORATION
AND
VAULT AUTO FINANCE CORPORATION
MADE AS OF
January 23, 2025

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of January 23, 2025

BETWEEN

RIFCO INC., a corporation existing under the laws of the Province of Alberta (“**Rifco**”)

- and -

RIFCO NATIONAL AUTO FINANCE CORPORATION, a corporation existing under the laws of the Province of Alberta (“**Rifco Subsidiary**”), and together with Rifco, collectively, “**Vendors**” and each, a “**Vendor**”)

- and -

VAULT AUTO FINANCE CORPORATION, a corporation existing under the laws of the Province of Ontario (“**Purchaser**”).

RECITALS

WHEREAS:

- A. On October 29, 2024, the Ontario Superior Court of Justice (Commercial List) (the “**CCAA 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*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) in respect of Vendors and other CCAA Parties (as defined herein) (the proceedings commenced pursuant to the Initial Order, the “**CCAA Proceedings**”).
- B. Pursuant to the Initial Order, FTI Consulting Canada Inc. was appointed as Monitor with the authority to, among other things, for and on behalf of and in the name of Vendors, execute certain transactions and enter into agreements with respect to the Business or the Property (each as defined in the Initial Order).
- C. Vendors desire to sell, and Purchaser desires to purchase, the Purchased Assets (as defined herein) on and subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

“**Acceptable Alternative Bidder**” means any third party (1) to whom the Monitor and/or Chesswood had granted access to the virtual data room in respect of a potential transaction relating to either Vendor on or

following October 29, 2024, and up to December 13, 2024, (2) that requests access to the virtual data room in respect of a potential transaction relating to either Vendor on or following December 13, 2024, where such request was not solicited by the Monitor and/or Chesswood or their respective representatives, or (3) that submits an unsolicited Alternative Proposal to the Monitor, Chesswood or a Vendor.

“**Accrued Liabilities**” means the Assumed Liabilities other than the Non-Accrued Liabilities.

“**Affiliate**” of a specified Person means any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the specified Person. As used in this definition, “control”, “controlled by” and “under common control with” means possession, directly or indirectly, of power to direct or cause the direction of management or policies of such Person (whether through ownership of securities or other partnership or ownership interests, by contract or otherwise); provided that in any event, any Person which owns directly, indirectly or beneficially more than 50% of the securities having voting power for the election of directors or other governing body of a corporation or more than 50% of the partnership interests or other ownership interests of any other Person will be deemed to control such Person.

“**Agreement**” means this asset purchase agreement, including its recitals and exhibits attached hereto, as same may be amended, restated or replaced from time to time in accordance with the terms hereof.

“**Alternative Proposal**” means any *bona fide* written proposal for the sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, dissolution, winding up, tender offer, recapitalization, plan of reorganization, share exchange, business combination, asset sale or similar transaction involving any one or more of the Vendors, one or more of the Vendors’ material assets, or the debt, equity, or other interests in any one or more of the Vendors that is an alternative to or otherwise inconsistent with the Transactions, and any amendment to or variation of any such proposal, and is with a counterparty other than Purchaser or any Affiliate of Purchaser.

“**Approval and Vesting Order**” means an approval and vesting order of the CCAA Court in form and substance acceptable to Purchaser, Vendors, and Monitor, each acting reasonably, that, among other things: (1) approves this Agreement and the Transactions; and (2) vests in this Purchaser all of the Vendors’ right, title and interest in and to the Purchased Assets free and clear of all Encumbrances (other than Assumed Liabilities and Permitted Encumbrances).

“**Assigned Contracts**” means those Contracts of the Vendors that are not Excluded Contracts, including any Contracts that are added as Assigned Contracts pursuant to Section 2.06.

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

“**Assignment Order**” means an order or orders of the CCAA Court, in form and substance acceptable to the Purchaser, acting reasonably, to be sought in the CCAA Proceedings pursuant to section 11.3 of the CCAA assigning to the Purchaser the Vendors’ right, benefit and interest in and to any of the Assigned Contracts for which any necessary consent to assign has not been obtained.

“**Assumed Employee Plans**” means the Employee Plans set forth in Schedule 5.03 attached hereto, and all Contracts entered into by the Vendors in connection with such Employee Plans.

“**Assumed Liabilities**” has the meaning set out in Section 2.02.

“**Business**” means the consumer automobile finance and related debt servicing business carried on by Rifco Subsidiary as of the date hereof and immediately prior to the Closing.

“**Business Day**” means a day other than a Saturday, Sunday or any day on which banking institutions in Toronto, Ontario are not open for business.

“**CCAA**” has the meaning set forth in the recitals.

“**CCAA Court**” has the meaning set forth in the recitals.

“**CCAA Parties**” means, collectively, Chesswood, Case Funding Inc., Chesswood Holdings Ltd., Chesswood US Acquisitionco Ltd., Pawnee Leasing Corporation, Lease-Win Limited, Windset Capital Corporation, Tandem Finance, Inc., Chesswood Capital Management Inc., Chesswood Capital Management USA Inc., Rifco Subsidiary, Rifco, Waypoint Investment Partners Inc. and 1000390232 Ontario Inc.

“**CCAA Proceedings**” has the meaning set forth in the recitals.

“**Chesswood**” means Chesswood Group Limited.

“**Claims**” means any and all demands, claims, liabilities, actions, causes of action, counterclaims, expenses, costs, damages, losses, suits, debts, sums of money, refunds, accounts, indebtedness, rights of recovery, rights of set-off, rights of recoupment and liens of whatever nature (whether direct or indirect, absolute or contingent, asserted or unasserted, secured or unsecured, matured or not yet matured due or to become due, accrued or unaccrued or liquidated or unliquidated) and including all costs, fees and expenses relating thereto.

“**Closing**” means the closing of the Transactions.

“**Closing Date**” means a date no later than five (5) Business Days after the conditions set forth in Article 6 have been satisfied or waived, other than the conditions set forth in Article 6 that by their terms are to be satisfied or waived at the Closing (or such other date agreed to by the Parties in writing); provided that, if there is to be a Closing hereunder, then the Closing Date shall be no later than the Outside Date.

“**Closing Time**” means 8:00 a.m. (Eastern Time) on the Closing Date, or such other time as may be mutually agreed to by Purchaser and Vendors.

“**Commissioner**” means the Commissioner of Competition appointed under section 7(1) of the Competition Act and includes any Person designated by the Commissioner to act on his or her behalf.

“**Competition Act**” means the *Competition Act* (Canada).

“**Competition Act Approval**” means the occurrence of any of the following: (1) the issuance of an advance ruling certificate by the Commissioner under section 102(1) of the Competition Act with respect to the completion of the Transactions; (2) the obligation to make a pre-merger notification under Part IX of the Competition Act shall have been waived by the Commissioner pursuant to section 113(c) of the Competition Act; or (3) every applicable waiting period under section 123 of the Competition Act has expired or been waived by the Commissioner.

“Confidential Information” means any information with respect to the Business, the Purchased Assets, the Assumed Liabilities, the terms of any Assigned Contract, and other information regarding any customer or supplier, including methods of operation, customer lists, products, prices, fees, costs, technology, inventions, trade secrets, know-how, software, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters relating to the Business; provided, that “Confidential Information” does not include any information that: (1) is generally available to the public on the date of this Agreement; or (2) becomes available Vendors, their Affiliate or the public on a non-confidential basis other than as a result of a disclosure that is prohibited hereunder.

“Contract” means any contract, agreement, license or lease to which a Person is bound in connection with the Business.

“Cure Costs” means the amounts, if any, that are required to cure any monetary defaults of the Vendors under any Assigned Contract as and to the extent required pursuant to the Assignment Order.

“Deposit” means the amount of \$250,000.

“DIP Lenders” has the meaning given to such term in the DIP Term Sheet.

“DIP Term Sheet” has the meaning given to such term in the Initial Order.

“Employee Plans” means all written or oral, registered or unregistered, funded or unfunded employee benefit, welfare, supplemental unemployment benefit, bonus, pension, supplemental pension, profit sharing, executive compensation, current or deferred compensation, incentive compensation, stock compensation, stock purchase, stock option, stock appreciation, phantom stock option, savings, vacation pay, severance or termination pay, retirement, supplementary retirement, hospitalization insurance, salary continuation, legal, health or other medical, dental, life, disability or other benefits or insurance (whether insured or self-insured) plan, program, agreement or arrangement, including post-termination or retirement benefit plans, and every other written or oral benefit plan, program, agreement or arrangement sponsored, maintained or contributed to or required to be contributed to by the Vendors for the benefit of the Employees, former employees, directors, officers of the Vendors and their dependents or beneficiaries by which the Vendors are bound or with respect to which the Vendors participate or have any actual or potential Liability.

“Employees” means individuals employed by the Vendors as at the Closing Time, on a full-time, part-time or temporary basis, including any unionized employees and those employees on disability leave, parental leave or other statutory or approved leave of absence.

“Encumbrances” means all Claims, Liabilities, right of retention, security interests (contractual, statutory or otherwise), liens, prior claims, charges, hypothecs, reservations of ownership, pledges, encumbrances, mortgages, trusts (statutory, deemed, constructive or otherwise), options, judgments, writs of seizure or execution, notices of sale or adverse claims of any nature, kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, matured or unmatured, joint or several, direct or indirect, due or to become due, vested or unvested, executory, determined, determinable or otherwise, in law or in equity, and whether based in statute or otherwise, and whether or not they have been perfected, registered, published or filed, and whether secured, unsecured or otherwise, and, for greater certainty, including the Charges (as defined in the Initial Order) and any other charges granted pursuant to any Order of the CCAA Court or any other court.

“Enforceability Qualifications” means that enforceability is subject to bankruptcy, insolvency and other similar Laws affecting creditors’ rights generally and to general principles of equity.

“**ETA**” means Part IX of the *Excise Tax Act* (Canada).

“**Excess Cash Sweep Amount**” has the meaning set out in Section 3.02(2).

“**Excluded Assets**” has the meaning set out in Section 2.04.

“**Excluded Contracts**” means Contracts of the Vendors set forth on Schedule 2.04, including any Contracts that are added as Excluded Contracts pursuant to Section 2.05.

“**Excluded Liabilities**” means all Claims, Liabilities and Encumbrances of or against the Vendors (or any one of them) or any predecessors thereof, of any kind or nature whatsoever, whether known or unknown, express or implied, primary or secondary, direct or indirect, liquidated, unliquidated, absolute, accrued, contingent or otherwise, and whether due or to become due, except for the Assumed Liabilities expressly assumed by Purchaser pursuant to this Agreement. Without limiting the generality of the foregoing, Excluded Liabilities include, but are not limited to, all Claims, Liabilities and Encumbrances relating to or under the Excluded Contracts or Excluded Assets, those liabilities set forth on Schedule 2.05, those liabilities set forth in Sections 5.01(4) and 5.03(3) and those liabilities that are added as Excluded Liabilities pursuant to Section 2.05.

“**Final Order**” means with respect to any order or judgment of the CCAA Court or the U.S. Bankruptcy Court, or any other court of competent jurisdiction, with respect to the subject matter addressed in the CCAA Proceedings or the U.S. Proceedings or the docket of any court of competent jurisdiction, that such order or judgement has not been vacated, set aside, reversed, stayed, modified or amended, and as to which the applicable periods to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal, leave to appeal, or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken or filed, or as to which any appeal has been taken or any petition for certiorari or leave to appeal that has been timely filed has been withdrawn or resolved in a manner acceptable to Vendors and Purchaser, each acting reasonably, by the highest court to which the order or judgment was appealed or from which leave to appeal or certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice; provided, however, that the possibility that a motion under Rule 60 of the United States Federal Rules of Civil Procedure, or any analogous rule under the U.S. Bankruptcy Code, may be filed relating to such order shall not cause such order to not be a Final Order.

“**General Conveyance**” means a general conveyance and assumption of liabilities, in form and substance satisfactory to the Parties, acting reasonably, evidencing the conveyance to the Purchaser of the Vendors’ right, title and interest in and to the Purchased Assets and the assumption by the Purchaser of the Assumed Liabilities.

“**Governmental Authority**” means any domestic, foreign or multi-national, national, state, provincial, territorial or local government, any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau or entity, or any arbitrator with authority to bind a Party at law.

“**GST/HST**” means the goods and services tax and harmonized sales tax imposed under the ETA which, for greater certainty, includes the provincial component of any harmonized sales tax imposed under the ETA.

“**Guaranteed Indebtedness**” means, with respect to any Person, any obligation of such Person guaranteeing or providing indemnification or insurance with respect to, any indebtedness, lease, or other

obligation (a “**primary obligation**”) of any other Person (the “**primary obligor**”) in any manner, including any obligation or arrangement of such Person:

- (1) to purchase or repurchase any such primary obligation,
- (2) to advance or supply funds (a) for the purchase or payment of any such primary obligation or (b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency or any balance sheet condition of the primary obligor,
- (3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, or
- (4) to indemnify the owner of such primary obligation against loss in respect thereof.

“**Indebtedness**” of a Person means, at any time, without duplication:

- (1) all indebtedness of such Person for borrowed money (including ordinary course payables and reimbursement and all other obligations with respect to surety bonds, letters of credit, note purchase obligations and bankers’ acceptances, whether or not matured),
- (2) all obligations of such Person evidenced by notes, bonds, debentures or similar instruments or covenants to create the same,
- (3) all obligations under sale leasebacks,
- (4) all Guaranteed Indebtedness of such Person,
- (5) all Purchase Money Indebtedness of such Person,
- (6) all obligations of such Person under commodity purchase or option agreements or other commodity price hedging arrangements, in each case whether contingent or matured,
- (7) all obligations of such Person under any foreign exchange contract, currency swap agreement, interest rate swap, cap or collar agreement or other similar agreement or arrangement designed to alter the risks of that Person arising from fluctuations in currency values or interest rates, in each case whether contingent or matured,
- (8) all redemption obligations of such Person in respect of redeemable preferred shares and mandatory dividend obligations,
- (9) all dividends declared prior to Closing that are unpaid as of Closing, and
- (10) any other obligation or contingent obligation which would be classified as, or accorded the same treatment as, indebtedness for purposes of such Person’s borrowing, securitization or bulk leasing facilities.

“**Initial Order**” has the meaning set forth in the recitals.

“**Intercompany Liabilities**” means all Indebtedness or other liabilities or obligations owing between or among the Vendors and Chesswood or any Person that is an Affiliate of the Vendors immediately prior to the Closing.

“**Laws**” means all laws, statutes, codes, ordinances, decrees, rules, standards, orders-in-council, regulations, by-laws, statutory rules, principles of law, published policies and guidelines (whether or not having the force of law), judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, statutory body, or self-regulatory authority (including stock exchanges or markets), and the term “**applicable**” with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities.

“**Leave Employee**” means any Offer Employee who is inactive by reason of sick leave or short-term disability, long-term disability, pregnancy or parental or other approved or statutory leave of absence, or workers’ compensation.

“**Liability**” means, with respect to any Person, any liability, Indebtedness or obligation of such Person of any nature, kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, matured or unmatured, secured or unsecured, joint or several, direct or indirect, due or to become due, vested or unvested, executory, determined, determinable or otherwise, in law or in equity, and whether based in statute or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

“**Material Agreement**” of a Person means any Contract (including with brokers, landlords, commercial finance companies (including banking, non-banking, securitization or bulk leasing facility partners), vendors, employees, customers, equipment contracts or otherwise) which is material to such Person or the business of such Person taken as a whole.

“**Monitor**” means FTI Consulting Canada Inc., as court-appointed monitor of the CCAA Parties in the CCAA Proceedings, and not in its personal or corporate capacity.

“**Monitor’s Certificate**” means the certificate to be delivered to Purchaser and Vendors, and filed with the CCAA Court, by the Monitor substantially in the form attached to the Approval and Vesting Order confirming that all conditions to Closing have been satisfied or waived by the applicable Parties and that the Transactions have been completed.

“**Non-Accrued Liabilities**” means Assumed Liabilities that are not payable on or before, or accrued or incurred as of, Closing.

“**Offer Employee**” has the meaning set out in Section 5.01(1).

“**Order**” means any order of the CCAA Court made in the CCAA Proceedings, any order of the U.S. Bankruptcy Court made in the U.S. Proceedings or any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

“**Outside Date**” means February 15, 2025 or such later date agreed to by each of Vendors and Purchaser in writing in consultation with the Monitor and with the consent of the DIP Lenders; provided that, to the extent that the only condition to the Closing that remains outstanding as of such date (other than the conditions set forth in Article 6 that by their terms are to be satisfied or waived at the Closing) is the receipt of Competition Act Approval pursuant to Section 6.01(3), the Outside Date shall be automatically extended to February 28, 2025.

“**Parties**” means, collectively, Vendors and Purchaser and “**Party**” means Vendors, on the one hand, and Purchaser, on the other hand.

“**Permitted Encumbrances**” means those Encumbrances listed in Schedule 2.03, as such schedule may be amended pursuant to Section 2.05.

“**Person**” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, limited liability company, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or entity however designated or constituted.

“**Personal Information**” means information in the possession or under the control of Vendors about an identifiable individual, as provided under applicable Privacy Laws.

“**Post-Filing Claims**” means any or all liability or obligation of the Vendors to suppliers or service providers pursuant to Assigned Contracts that arise during and in respect of the period commencing on October 29, 2024 and ending on the day immediately preceding the Closing Date in respect of services rendered or supplies provided to the Vendors in the ordinary course of business during such period pursuant to existing arrangements with such suppliers or service providers.

“**Privacy Laws**” include applicable Laws that govern the collection, use, disclosure, retention, disposition and other processing of Personal Information, including the *Personal Information Protection and Electronic Documents Act* (Canada) and applicable provincial Privacy Laws.

“**Protected Names**” has the meaning set out in Section 7.08.

“**Purchase Money Indebtedness**” means, with respect to any Person, all obligations of such Person (1) consisting of the deferred purchase price of any property, conditional sale obligations, obligations under any title retention agreement and other purchase money obligations, in each case, where the maturity of such obligation does not exceed the anticipated useful life of the property or (2) incurred to finance the acquisition of such property, including additions and improvements.

“**Purchase Price**” has the meaning set out in Section 3.02.

“**Purchased Assets**” means all assets, properties, undertakings and rights, of every kind and nature, whether real, personal or mixed, tangible or intangible, owned by the Vendors or to which the Vendors are entitled as of the Closing (including, for certainty and without limitation, the Assigned Contracts, the Protected Names and all intellectual property owned by the Vendors) that are not Excluded Assets. For greater certainty, the Purchased Assets shall not include the Excluded Assets or the Excluded Contracts.

“**Purchaser**” has the meaning set out in the preamble.

“**Rifco**” has the meaning set forth in the preamble.

“**Rifco Subsidiary**” has the meaning set forth in the preamble.

“**Superior Proposal**” means an Alternative Proposal that did not result from a breach of this Agreement that the Monitor on behalf of Vendors determines in good faith, after consultation with financial and legal advisors, is a transaction that: (1) is reasonably capable of being completed in accordance with its terms, without undue delay and within a reasonable amount of time following the execution of the definitive agreement, taking into account all legal, financial, regulatory and other aspects of such Alternative Proposal

and the Person or group of Persons making such Alternative Proposal; (2) is not subject to any financing condition and in respect of which adequate arrangements have been made to complete any required financing to consummate such Alternative Proposal; (3) is not subject to a due diligence condition; (4) complies with applicable Law; and (5) would, if consummated in accordance with its terms, result in a transaction more favourable to the CCAA Parties and their applicable stakeholders than the Transactions.

“**Tax**” and “**Taxes**” means taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever (including withholding on amounts paid to or by any Person) imposed by any Taxing Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Taxing Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, GST/HST, value added, consumption, sales, use, excise, stamp, withholding, business, franchising, escheat, property, development, occupancy, employer health, payroll, employment, health, disability, severance, unemployment, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license, franchise and registration fees and all employment insurance, health insurance and Canada, Ontario, and other government pension plan premiums or contributions.

“**Tax Act**” means the *Income Tax Act* (Canada) and shall also include a reference to any applicable and corresponding provisions under the income tax laws of a province or territory of Canada, as applicable.

“**Taxing Authorities**” means His Majesty the King in right of Canada, His Majesty the King in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof, and any Canadian or other Governmental Authority exercising taxing authority or power, and “**Taxing Authority**” means any one of the Taxing Authorities.

“**Transactions**” means the sale of the Purchased Assets by Vendors to Purchaser and the other related transactions contemplated by this Agreement.

“**Transfer Taxes**” means all applicable sales, transfer, land transfer, GST/HST, excise, stamp, documentary, use, filing, value-added and other similar 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 Vendors).

“**Transferred Employee Liabilities**” has the meaning set out in Section 5.02.

“**Transferred Employees**” has the meaning set out in Section 5.01(1).

“**Transition Services Agreement**” has the meaning set out in Section 7.08.

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

“**U.S. Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware, overseeing the U.S. Proceedings.

“**U.S. Proceedings**” means the ancillary insolvency proceedings with respect to the CCAA Parties under Chapter 15 of Title 11 of the United States Code in the U.S. Bankruptcy Court.

“**Vendors**” and “**Vendor**” have the respective meanings set out in the preamble.

1.02 Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles, Sections and Schedules to this Agreement.

1.03 Extended Meanings

In this Agreement words importing the singular number include the plural and vice versa, words importing any gender include all genders. The term “including” means “including without limiting the generality of the foregoing”.

1.04 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.05 Currency

All references to currency herein are to lawful money of Canada.

1.06 Schedules

All Schedules shall form part of this Agreement.

1.07 Non-Business Days

Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day.

1.08 Time Periods

Unless otherwise specified, time periods shall be calculated by excluding the day on which the period commences and including the day on which the period ends.

1.09 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination of invalidity or unenforceability, the Parties shall negotiate to modify this Agreement in good faith so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

ARTICLE 2 – PURCHASE AND SALE

2.01 Purchase and Sale

Subject to the terms and conditions of this Agreement, each of the Vendors hereby agrees to sell, assign and transfer to Purchaser, and Purchaser hereby agrees to purchase from Vendors on the Closing Date, effective on and as of the Closing Time, all of the Vendors' right, title and interest in and to the Purchased Assets, free and clear of all Encumbrances (other than the Assumed Liabilities and Permitted Encumbrances) pursuant to the Approval and Vesting Order. For greater certainty, notwithstanding any other provision of this Agreement, this Agreement does not constitute an agreement by Purchaser to purchase, or the Vendors to sell, any Excluded Asset.

2.02 Assumption of Assumed Liabilities

At the Closing Time, on and subject to the terms and conditions of this Agreement, the Purchaser shall assume only the items specifically set forth below and no other Claims, Liabilities or Encumbrances (collectively, the “**Assumed Liabilities**”):

- (1) Liabilities under any Assigned Contract or Permitted Encumbrances;
- (2) the Post-Filing Claims that remain outstanding as at the Closing Time;
- (3) Cure Costs, if any;
- (4) the Transferred Employees Liabilities pursuant to Section 5.02;
- (5) those specific Assumed Liabilities set forth in Schedule 2.02; and
- (6) those liabilities that are added as Assumed Liabilities pursuant to Section 2.06.

Notwithstanding any other provision of this Agreement, the Purchaser shall not assume any Excluded Liabilities.

2.03 Assignment of Contracts

- (1) *Assignment Order.* To the extent that any Assigned Contract (other than a Contract set forth in Schedule 6.02(4)) is not assignable without the consent of the counterparty or any other Person and such consent has not been obtained prior to the date that the applicable Vendor files the motion for the Approval and Vesting Order, the applicable Vendor will use commercially reasonable efforts to obtain an Assignment Order in respect of such Assigned Contract on or prior to the date of the motion seeking the Approval and Vesting Order (or such other date as may be agreed by the Parties). For clarity, nothing in this provision or the Assignment Order shall limit Purchaser's rights under Sections 2.05 and 2.06.
- (2) *Cure Costs.* To the extent that any Cure Costs are payable in respect of any Assigned Contract pursuant to the Assignment Order, Purchaser shall pay such Cure Costs to the extent such Assigned Contract is assigned to and assumed by Purchaser on Closing.
- (3) *Assignment.* At the Closing Time, on and subject to the terms and conditions of this Agreement, the Approval and Vesting Order and any Assignment Order, all of the

Vendors' rights, benefits and interests in, to and under the Assigned Contracts shall be assigned to Purchaser, the consideration for which is included in the Purchase Price.

- (4) *Excluded Contracts.* Vendors shall retain the right at any time to disclaim or terminate any Excluded Contract, provided they shall provide notice thereof to the Purchaser as soon as reasonably practicable, and provided further that the Vendors shall not disclaim or terminate the Lease Agreement (as defined in Schedule 2.04) without the prior written consent of the Purchaser, except as may otherwise be agreed under the Transition Services Agreement.
- (5) *No Adjustment.* For greater certainty, it shall not be a condition to Closing that an Assignment Order shall have been issued by the Court. Subject to satisfaction or waiver, as applicable, of the condition to Closing set forth in Section 6.02(4), in the event that an Assignment Order is not issued and, in respect of any Assigned Contract for which the consent of any Person is required to assign such Contract, such consent is not obtained prior to Closing: (a) such Contract shall not form part of the Purchased Assets, (b) neither Party shall be considered to be in breach of this Agreement, (c) the failure to assign or otherwise transfer such Assigned Contract shall not be a condition to Closing, (d) the Purchase Price shall not be subject to any adjustment, and (e) the Closing shall not be delayed.

2.04 Excluded Assets

The following assets, together with any other assets as set forth on Schedule 2.04, are collectively referred to as the “**Excluded Assets**”:

- (1) the Tax records and returns, and books and records pertaining thereto and other documents, in each case, that primarily or solely relate to any of the Excluded Liabilities or Excluded Assets;
- (2) all Intercompany Liabilities owing to the Vendors, or either of them;
- (3) the Excluded Contracts;
- (4) any assets which are added as Excluded Assets pursuant to Section 2.05;
- (5) such portion of communications, information or records, written or oral, that are related to (a) the transactions contemplated by this Agreement, (b) the sale of the Purchased Assets, (c) any Excluded Asset or (d) any Excluded Liability (and for certainty does not include the communications, information and records related to Purchased Assets and Assumed Liabilities);
- (6) any rights under this Agreement and the other transaction documents;
- (7) the shares of Rifco Subsidiary; and
- (8) claims and/or causes of actions solely and directly related to Excluded Assets referenced in (1) through (7) above or the Excluded Liabilities.

2.05 Right to Exclude Assets and Liabilities

At any time on or prior to the day that is two Business Days prior to the Closing Date (or such later date as agreed to by Purchaser and Vendors with the consent of the Monitor), Purchaser may, by giving notice to Vendors and the Monitor, elect to: (1) exclude any assets or properties of either Vendor from the Purchased Assets, and add such assets or properties to the Excluded Assets; (2) exclude any Contract from the Assigned Contracts, and add such Contract to the Excluded Contracts, and provided that if one or more Contracts in respect of which there is a Permitted Encumbrance listed in Schedule 2.03 becomes an Excluded Contract, Schedule 2.03 shall be deemed to be amended to remove each such corresponding Encumbrance therefrom and such Encumbrance(s) shall not longer be Permitted Encumbrance(s); and (3) exclude any liability that is set out in Schedule 2.02 from the Assumed Liabilities and add such liability to the Excluded Liabilities. No changes to the Purchase Price shall result from the exclusion of any assets, properties, Contracts, liabilities, Assigned Contracts or Assumed Liabilities, as applicable, pursuant to this Section 2.05.

2.06 Right to Add Assets and Liabilities

At any time on or prior to the day that is two Business Days prior to the Closing Date, Purchaser may, by giving notice to Vendors and the Monitor, elect to: (1) exclude any assets or properties of either Vendor from the Excluded Assets that are set forth on Schedule 2.04, and add such assets or properties to the Purchased Assets; (2) exclude any Contract from the Excluded Contracts, and add such Contract to the Assigned Contracts; (3) exclude any liability from the Excluded Liabilities and add such liability to the Assumed Liabilities. No changes to the Purchase Price shall result from the addition of any assets, properties or liabilities to the Purchased Assets, Assigned Contracts or Assumed Liabilities, as applicable, pursuant to this Section 2.06.

ARTICLE 3– PURCHASE PRICE

3.01 Deposit

As a deposit for the Purchase Price, the Purchaser shall, concurrently with the execution of this Agreement, pay the Deposit to the Monitor by wire transfer of immediately available funds. The Deposit shall be held in escrow by the Monitor in a non-interest bearing account and shall be dealt with in accordance with the terms of this Agreement.

3.02 Purchase Price

The purchase price (the “**Purchase Price**”) payable by Purchaser to Vendors for the Purchased Assets shall be:

- (1) \$12,500,000, *less*
- (2) the aggregate amount of the Vendors’ cash, if any, paid to Royal Bank of Canada, as administrative agent, pursuant to Section 25 (Mandatory Repayments) of the DIP Term Sheet, during the period commencing on November 20, 2024 and ending on the Closing Date (the “**Excess Cash Sweep Amount**”), *plus*
- (3) the value of the Accrued Liabilities.

3.03 Closing Statement

Not fewer than two Business Days prior to the Closing Date, Vendors shall prepare and deliver to Purchaser a statement (the “**Closing Statement**”) reflecting the Monitor’s good faith calculation of the Purchase Price on behalf of Vendors, including its calculation of the Excess Cash Sweep Amount and the Accrued Liabilities, together with reasonable supporting documentation. The Closing Statement shall be acceptable to each of Purchaser and Vendors, acting reasonably.

3.04 Satisfaction of Purchase Price

- (1) At the Closing Time: (a) the Deposit shall be released to Vendors; (b) Purchaser shall satisfy the balance of the Purchase Price by payment to the Monitor, on behalf of Vendors, of cash in immediately available funds equal to the Purchase Price less (i) the Deposit and (ii) the value of the Accrued Liabilities, and (c) an amount equal to the value of the Accrued Liabilities shall be paid and satisfied by the assumption by Purchaser of the Assumed Liabilities at Closing.
- (2) The Parties acknowledge that the payment made to Vendors pursuant to Section 3.04(1) represents proceeds of sale for purposes of the DIP Term Sheet.

3.05 Allocation of Purchase Price

The Parties agree that the Purchase Price shall be allocated among the Purchased Assets in accordance with Schedule 3.05. The Purchaser and the Vendors shall be bound by this allocation, shall file all Tax returns in a manner that is consistent with this allocation, in the course of filing of any Tax returns or in the course of any audit by any Governmental Authority, Tax review or Tax proceeding relating to any Tax returns, and shall not take any position inconsistent therewith.

3.06 Taxes

In addition to the Purchase Price, the Purchaser shall be liable for and shall, at Closing, pay all applicable Transfer Taxes.

3.07 Tax Elections

- (1) The Parties acknowledge and agree that Purchaser is acquiring ownership, possession or use of all or substantially all of assets reasonably necessary for Purchaser to carry on the Business. At the Closing, Rifco Subsidiary and the Purchaser shall execute jointly an election under section 167 of the ETA (and the equivalent under any applicable provincial or territorial Law) and, if applicable, to have the sale of the Purchased Assets take place on a GST/HST-free basis under the ETA. The Purchaser shall file the elections in the manner and within the time prescribed by the relevant legislation.
- (2) At the Closing, Rifco Subsidiary and the Purchaser shall execute jointly an election under section 22 of the Tax Act (and any similar provision of any provincial legislation) in respect of the transfer of any accounts receivable hereunder, and shall prepare their respective Tax returns in a manner consistent with such joint election. The elected amount under such joint election shall be consistent with the Purchase Price allocation as determined pursuant to Section 3.05. The Purchaser and Rifco Subsidiary shall file the election in the manner and within the time prescribed by the relevant legislation.

ARTICLE 4- REPRESENTATIONS AND WARRANTIES

4.01 Representations and Warranties of Vendors

Each of the Vendors represents and warrants to Purchaser and acknowledges that Purchaser is relying upon the following representation and warranty in connection with the Transactions:

- (1) *Due Authorization and Enforceability of Obligations* – Subject to the issuance of the Approval and Vesting Order by the CCAA Court: (a) Vendors have the power, authority and right to enter into and deliver this Agreement and to perform their obligations hereunder; (b) the execution, delivery and performance by Vendors of their obligations under this Agreement, and the consummation by Vendors of the Transactions, has been duly authorized and approved by all required action on the part of Vendors; and (c) this Agreement constitutes a valid and legally binding obligation of Vendors, enforceable against them in accordance with its terms subject to the Enforceability Qualifications.
- (2) *Residency* – Each Vendor is not a non-resident of Canada for purposes of the Tax Act.
- (3) *GST/HST Registration* – Rifco is not registered under Subdivision D of Division V of the ETA. Rifco Subsidiary is registered under Subdivision D of Division V of the ETA with the following registration number: 879751311RT0001.

4.02 Representations and Warranties of Purchaser

Purchaser represents and warrants to Vendors and acknowledges that Vendors are relying upon the following representations and warranties in connection with the Transactions:

- (1) *Due Authorization and Enforceability of Obligations* – (a) Purchaser has the power, authority and right to enter into and deliver this Agreement and to perform its obligations hereunder; (b) the execution, delivery and performance by Purchaser of its obligations under this Agreement, and the consummation by Purchaser of the Transactions, has been duly authorized and approved by all required action on the part of Purchaser; and (c) this Agreement constitutes a valid and legally binding obligation of Purchaser, enforceable against it in accordance with its terms subject to the Enforceability Qualifications.
- (2) *Consents* – Other than the Approval and Vesting Order and Competition Act Approval, no consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority or any other Person (for such other Persons, in respect of a Material Agreement) is required to be obtained by Purchaser in connection with the execution and delivery of this Agreement by Purchaser or the consummation by Purchaser of the Transactions, other than those consents, approvals, orders, authorizations, declarations or filings which would not reasonably be expected to materially impede or delay the consummation by Purchaser of the Transactions.
- (3) *Finder's Fees* – No broker, finder or investment banker is entitled to any fee or commission from Purchaser for services rendered on behalf of Purchaser in connection with the Transactions for which Vendors may be liable.
- (4) *GST/HST Registration* – The Purchaser is registered under Subdivision D of Division V of the ETA, with registration numbers 765516422RT0001.

4.03 Purchaser's Acknowledgement

Purchaser acknowledges and agrees that it has conducted to its satisfaction an independent investigation and verification of the Business, the Purchased Assets, the Assigned Contracts, the Assumed Liabilities and all related operations of the Vendors, and, based solely thereon and the advice of its financial, legal and other advisors, has determined to proceed with the Transactions. Purchaser has relied solely on the results of its own independent investigation and verification and, except for the representations and warranties of Vendors expressly set forth in Section 4.01 and the conditions in favour of Purchaser set forth in Article 6, Purchaser understands, acknowledges and agrees that all other representations, warranties, 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 the Vendors or the Business) are specifically disclaimed by Vendors, the Monitor, and their respective financial and/or legal advisors. PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF VENDORS EXPRESSLY AND SPECIFICALLY SET FORTH IN SECTION 4.01 AND THE CONDITIONS IN FAVOUR OF PURCHASER EXPRESSLY AND SPECIFICALLY SET FORTH IN ARTICLE 6: (A) PURCHASER IS ACQUIRING THE PURCHASED ASSETS ON AN "AS IS, WHERE IS" BASIS; AND (B) NONE OF VENDORS, THE OTHER CCAA PARTIES, THE MONITOR OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF VENDORS, THE OTHER CCAA PARTIES OR THE MONITOR, WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE VENDORS, THE BUSINESS, THE PURCHASED ASSETS, THE ASSIGNED CONTRACTS, THE ASSUMED LIABILITIES, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES, THE EXCLUDED CONTRACTS, THIS AGREEMENT OR THE TRANSACTIONS, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) PURCHASER, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE 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, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY PURCHASER.

ARTICLE 5 - EMPLOYEES

5.01 Employees

- (1) The Purchaser shall, at least five (5) days prior to the Closing Date, make an offer of employment, effective as of the Closing Date and contingent upon the Closing, to each of the Employees set out on the list provided by the Purchaser to the Vendors on the date that is at least five (5) days prior to the Closing Date (each, an "**Offer Employee**") on substantially similar terms and conditions of employment, in the aggregate, as in effect immediately prior to the Closing, which shall not be conditional (other than Closing) or include any probationary or other similar period. Subject to Section 5.01(2), each Offer Employee who accepts such offer of employment and actually commences employment with the Purchaser on the first Business Day following the Closing Date (or in the case of part-time Offer Employees, on their first scheduled shift following the Closing Date) shall be referred to hereinafter as a "**Transferred Employee**". Notwithstanding the foregoing, nothing herein shall be construed as to prevent the Purchaser at its sole responsibility,

liability and obligation, from terminating the employment of any Transferred Employee, consistent with applicable Law, at any time following the Closing Date.

- (2) Each Leave Employee who accepts the Purchaser's offer of employment shall only become an employee of the Purchaser for the purposes of this Agreement if such Leave Employee is capable of returning to work and actually returns to work on his or her scheduled return date or on the date that he or she is fit to return to work (subject to any statutory duty of reasonable accommodation in the workplace) and further provided that such return to work must occur within the one year period following the Closing Date. If the Leave Employee meets such conditions and returns to work within one year following the Closing Date, such Leave Employee will be deemed to be a Transferred Employee effective on the date of his or her return to work.
- (3) The Purchaser shall not assume responsibility for any Transferred Employee until such Employee commences employment with the Purchaser, but in no event shall the Purchaser assume any responsibility for any commitment, obligation, duty or liability to any Transferred Employee that arose prior to the Closing Date, except as otherwise specifically contemplated in this Agreement.
- (4) Except as otherwise specifically contemplated in this Agreement, the Vendors shall continue to be liable for all employment matters relating to the Business, including employee terminations arising up to and including the Closing Date, wages, salaries, bonuses, commissions, vacation time or pay, over-time pay, employee benefits and pension obligations and any other compensation or equity-based incentive accrued and not paid up to and including the Closing Date, claims and any interest, award, judgment, penalties, costs or expenses relating thereto, including all responsibilities, commitments and/or liabilities for any Employee who is not a Transferred Employee, including notice of termination or termination pay in lieu of notice, severance, and all other obligations as well as any constructive dismissal damages and other employment-related or human rights claims relating to past service with the Vendors or to the period prior to and including the Closing Date for any Transferred Employee, whether such costs or claims are asserted prior to, on or after the Closing Date.
- (5) Each Transferred Employee shall be given credit for all service with the Vendors, and their predecessors, to the extent such past service credit is recognized, for all employment purposes, including for severance benefits and vacation entitlement (but not for accrual of pension benefits, retiree welfare benefits or equity compensation), provided that any service credit under any employee benefit plans or arrangements of the Purchaser maintained by the Purchaser in which such Transferred Employees participate following the Closing Date, shall only be recognized for purposes of eligibility, vesting, and, with respect to short-term disability benefits only, entitlement to benefits. Notwithstanding the foregoing, nothing in this Section 5.01(5) shall be construed to require crediting of service that would result in a duplication of benefits.
- (6) The Parties agree that nothing in this Article 5, whether express or implied, is intended to create any third party beneficiary rights in any Transferred Employee.

5.02 Employee Liability

On Closing, the Purchaser will assume and be responsible for the following liabilities, for certainty, solely as such liabilities relate to Transferred Employees (collectively, the "**Transferred Employee Liabilities**"):

- (1) all liabilities for salary, wages, bonuses, commissions, vacation pay, overtime pay and other compensation and benefits (including accrued vacation and sick days, retirement benefits, if any, and pay in lieu thereof, as well as any other benefits and other similar arrangements) relating to the employment or termination of employment of all Transferred Employees prior to, on and after the Closing Date;
- (2) all liabilities for vacation and sick pay and entitlement in respect of Transferred Employees accrued or payable prior to, on and after the Closing Date;
- (3) all severance payments, payments for notice of termination or in lieu of notice of termination and damages for wrongful dismissal in respect of the termination by the Purchaser of the employment of any Transferred Employee on and after the Closing Date;
- (4) all liabilities for claims for injury, disability, death or workers' compensation arising from or related to employment of the Transferred Employees prior, on to and after the Closing Date; and
- (5) all liabilities in respect of the Assumed Employee Plans with respect to the Transferred Employees prior to, on and after the Closing Date.

5.03 Employee Benefits

- (1) Unless otherwise agreed by the Parties prior to the Closing, the Parties shall take all necessary and appropriate actions to assign and assume, effective as of the Closing Date, each of the Assumed Employee Plans and all assets and liabilities of or related to the Assumed Employee Plans, including for greater certainty executing any amendments to the Assumed Employee Plans and obtaining any consents, submitting any reports or filings required by any applicable Governmental Authorities. Following the Closing, the Purchaser shall ensure that all Transferred Employees, Leave Employees and their respective dependents continue to participate in the Assumed Employee Plans and accrue benefits thereunder on and after the Closing Date in accordance with their terms and applicable Law. Notwithstanding anything to the contrary contained herein, the Vendors will not cancel, terminate or otherwise impair any of the Assumed Employee Plans.
- (2) To the extent that any of the Assumed Employee Plans hold assets intended to satisfy benefit obligations thereunder that are being assumed by the Purchaser, the Vendors shall take all necessary and appropriate actions to cause such assets to be transferred to the Purchaser or an appropriate entity designated by the Purchaser effective as of the Closing Date. The Parties agree to take all necessary and appropriate actions to give effect to this Section 5.03, including obtaining consents, distributing notices, and completing filings with Governmental Authorities.
- (3) Notwithstanding the foregoing, Vendor shall not assign, and Purchaser shall not assume, any Employee Plan that is not an Assumed Employee Plan. For greater certainty, Vendor shall retain following Closing all liabilities accrued prior to or on and after the Closing, with respect to any Employee Plan that is not an Assumed Employee Plan.
- (4) Nothing in this Section 5.03 is intended to or shall (a) be treated as an amendment of, or undertaking to amend, any Employee Plan, or (b) prohibit the Purchaser from amending or terminating any Assumed Employee Plan. The provisions of this Section 5.03 are solely for the benefit of the Parties to this Agreement and nothing in this Section 5.03, express or

implied, shall confer upon any current or former Employee or legal representative or beneficiary thereof or other Person, any rights or remedies, including any right to employment or continued employment for any specified period, or compensation or benefits of any nature or kind whatsoever under this Agreement or a right of any employee or beneficiary of such employee or other Person under an employee benefit plan that such employee or beneficiary or other Person would not otherwise have under the terms of that employee benefit plan without regard to this Agreement.

5.04 Vacation

The Purchaser shall provide each Transferred Employee with credit for the same number of vacation days such Transferred Employee shall have accrued but not used in the calendar year in which the Closing Date occurs, to be used only in the calendar year 2025.

5.05 Provision of Employee Information

The Vendors shall reasonably cooperate with the Purchaser to transition all information that is required or relevant to administer all aspects of the employment relationship of the Transferred Employees, including in respect of the Assumed Employee Plans, whether in the possession of the Vendors or their service providers.

ARTICLE 6 – CONDITIONS

6.01 Conditions for the Benefit of Purchaser and Vendors

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

- (1) *No Law* – No provision of any applicable Law and no judgment, injunction or Order shall have been enacted, announced, issued or entered by any Governmental Authority of competent jurisdiction that prevents, restrains, enjoins, renders illegal or otherwise prohibits the consummation of the Transactions;
- (2) *Approval Order* – The Approval and Vesting Order shall have been issued and entered by the CCAA Court and shall not have been stayed, vacated or varied without the consent of the Parties;
- (3) *Competition Act Approval* – The Competition Act Approval shall have been obtained; and
- (4) *Monitor's Certificate* – The Monitor has executed the Monitor's Certificate and delivered it to the Parties.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of Purchaser and Vendors.

6.02 Conditions for the Benefit of Purchaser

The obligation of Purchaser to consummate the Transactions is subject to the satisfaction of, or compliance with, or waiver by Purchaser of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of Purchaser):

- (1) *Performance of Covenants* – The covenants contained in this Agreement required to be performed or complied with by Vendors at or prior to the Closing Time shall have been performed or complied with in all material respects as at the Closing Time (with the exception of the covenant by the Vendors to pay the filing fees associated with the Competition Act Approval pursuant to Section 7.04(4), which covenant shall have been complied with in all respects as at the Closing Time);
- (2) *Truth of Representations and Warranties* – The representations and warranties of Vendors contained in Section 4.01 shall be true and correct in all material respects as of the date hereof and as of the Closing Date, as if made at and as of such date;
- (3) *Milestones* - The Approval and Vesting Order shall have been issued and entered by the CCAA Court by no later than January 29, 2025, and such Order shall not have been stayed, vacated or varied without the consent of Purchaser;
- (4) *Consents* – The consent and waiver agreements set forth on Schedule 6.02(4) shall have been obtained in such form as acceptable to Purchaser, acting in a commercially reasonable manner; and
- (5) *Vendors' Deliverables* – Vendors shall have delivered to Purchaser all of the deliverables contained in Section 8.01 in form and substance reasonably satisfactory to Purchaser.

6.03 Conditions for the Benefit of Vendor

The obligation of Vendors to consummate the Transactions is subject to the satisfaction of, or compliance with, or waiver by Vendors of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of Vendors):

- (1) *Performance of Covenants* – The covenants contained in this Agreement required to be performed or complied with by Purchaser at or prior to the Closing Time shall have been performed or complied with in all material respects as at the Closing Time;
- (2) *Truth of Representations and Warranties* – The representations and warranties of Purchaser contained in Section 4.02 shall be true and correct in all material respects as of the date hereof and as of the Closing Date, as if made at and as of such date; and
- (3) *Purchaser's Deliverables* – Purchaser shall have delivered to Vendors all of the deliverables contained in Section 8.02 in form and substance reasonably satisfactory to Vendors.

6.04 Waiver of Conditions

Any condition in Sections 6.01, 6.02 and 6.03 may be waived by Purchaser or Vendors, as applicable, 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 shall be binding on Purchaser or Vendors, as applicable, only if made in writing.

ARTICLE 7 – COVENANTS

7.01 Interim Operating Covenant

During the period from the date of this Agreement to the Closing Time, except (1) as otherwise expressly required or permitted by this Agreement, (2) as required by the CCAA Proceedings or an Order of the CCAA Court in effect as of the date of this Agreement, or (3) with the prior written consent of Purchaser, Vendors (a) shall not take any action that (i) materially and negatively impacts the Vendors' present business organization, operations, assets, properties and goodwill; or (ii) does not keep available the services of the officers and employees of the Vendors; and (b) without limiting the generality of the foregoing, shall not (i) declare, accrue, set aside or pay any dividend or make any other distribution (whether in cash, securities or property or any combination thereof) other than such a distribution that stays within the Vendors, or make any other payments not in the ordinary course of business; or (ii) sell, pledge, lease, dispose of, mortgage, licence, permit an Encumbrance to be created on or agree to sell, pledge, dispose of, mortgage, licence, permit an Encumbrance to be created on or otherwise transfer any of the Purchased Assets.

7.02 Confidential Information

After the Closing Time, Vendors shall and shall cause their Affiliates to maintain the confidentiality of all Confidential Information, except any disclosure of such information and records as may be required by applicable Law or permitted by Purchaser in advance in writing. If Vendors, their Affiliate, or any of their respective representatives, becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar judicial or administrative process, to disclose any such information, such party shall provide Purchaser with reasonably prompt prior oral or written notice of such requirement (including any report, statement, testimony or other submission to such Governmental Authority) to the extent legally permissible and reasonably practicable, and cooperate with Purchaser, at Purchaser's expense, to obtain a protective order or similar remedy to cause such information not to be disclosed; provided that in the event that such protective order or other similar remedy is not obtained, Vendors shall, or shall cause their Affiliate or representative to, furnish only that portion of such information that has been legally compelled, and shall, or shall cause such Affiliate or representative to, exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such disclosed information. Vendors shall instruct their Affiliates and representatives having access to such information of such obligation of confidentiality and shall be responsible for any breach of the terms of this Section 7.02 by any of its Affiliate or representatives.

7.03 Personal Information

Purchaser shall at all times comply with all Laws governing the protection of Personal Information with respect to Personal Information disclosed or otherwise provided to Purchaser by Vendors under this Agreement. Purchaser shall only collect, use or disclose such Personal Information for the purposes of investigating the Vendors and the Business as contemplated by this Agreement and completing the Transactions. Purchaser shall safeguard all Personal Information collected from Vendors in a manner consistent with the degree of sensitivity of the Personal Information and maintain at all times the security and integrity of the Personal Information. Purchaser shall not make copies or excerpts of or from the Personal Information or in any way re-create the substance or contents of the Personal Information if the Transactions are not completed for any reason, and shall return all Personal Information to Vendors or destroy such Personal Information at Vendors' request.

7.04 Competition Act Approval

- (1) The Vendors and the Purchaser shall use commercially reasonable efforts to apply for and obtain the Competition Act Approval and shall co-operate with one another in connection with obtaining such approval. Without limiting the generality of the foregoing, the Vendors and the Purchaser shall: (a) give each other reasonable advance notice of all meetings or other oral communications with any Governmental Authority relating to the Competition Act Approvals, as applicable, and provide as soon as practicable but in any case, if any, within the required time, any additional submissions, information and/or documents requested by any Governmental Authority necessary, proper or advisable to obtain the Competition Act Approvals; (b) not participate independently in any such meeting or other oral communication without first giving the Vendors or the Purchaser, as applicable (or their outside counsel) an opportunity to attend and participate in such meeting or other oral communication, unless otherwise required or requested by such Governmental Authority; (c) if any Governmental Authority initiates an oral communication regarding the Competition Act Approval, promptly notify the Vendors or the Purchaser, as applicable, of the substance of such communication; (d) subject to applicable Law relating to the exchange of information, provide each other with a reasonable advance opportunity to review and comment upon and consider in good faith the views of the other in connection with all written communications (including any filings, notifications, submissions, analyses, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of the Vendors or the Purchaser, as applicable) with a Governmental Authority regarding the Competition Act Approval as applicable; and (e) promptly provide each other with copies of all written communications to or from any Governmental Authority relating to the Competition Act Approval as applicable.
- (2) Each of the Vendors, the Purchaser and their respective Affiliates may, as advisable and necessary, reasonably designate any competitively or commercially sensitive material provided to the other under this Section 7.04 as “Outside Counsel Only Material”. Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and, subject to any additional agreements between the Vendors, the Purchaser and their respective Affiliates, will not be disclosed by such outside legal counsel to employees, officers or directors of the recipient unless express written permission is obtained in advance from the source of the materials or its legal counsel.
- (3) The obligation of the Vendors and the Purchaser to use their commercially reasonable efforts to obtain the Competition Act Approval does not require the Vendors or the Purchaser, or any of their respective Affiliates, to undertake any divestiture of any business or business segment, to consent to any remedy, or to otherwise agree to any material operating restrictions related thereto or to incur any material expenditure(s) related therewith. In connection with obtaining the Competition Act Approval, the Vendors shall not agree to any of the foregoing items without the prior written consent of the Purchaser.
- (4) The Vendors shall cause an Affiliate of the Vendors to pay the filing fees associated with the Competition Act Approval arising from the Purchaser’s letter to the Commissioner dated December 17, 2024 in the amount of \$86,358.76, plus any applicable interest thereon, and the Purchaser shall pay any other filing fees associated with the Competition Act Approval in excess of such amount.

7.05 Non-Solicit and Responding to a Superior Proposal

- (1) Until the earlier of the Closing or the date, if any, on which this Agreement is terminated pursuant to Article 10, the Monitor and the Vendors shall not, and shall cause their respective Affiliates not to, and shall not authorize any of their respective representatives to:
 - (a) solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Vendors) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Alternative Proposal with any Person other than an Acceptable Alternative Bidder; or
 - (b) engage or participate in any discussions or negotiations with any Person (other than an Acceptable Alternative Bidder, the Purchaser or its Affiliates) in respect of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Alternative Proposal, provided that the Monitor, the Vendors and their Affiliates may (i) advise any Person of the restrictions of this Agreement, (ii) clarify the terms of any proposal in order to determine if it may reasonably be expected to result in a Superior Proposal, and (iii) advise any Person making an Alternative Proposal that the Monitor has determined that such Alternative Proposal does not constitute, or is not reasonably expected to result in, a Superior Proposal.
- (2) Notwithstanding Section 7.05(1), if, prior to the Closing, the Vendors, Chesswood or Monitor receives a bona fide written Alternative Proposal from an Acceptable Alternative Bidder, the Monitor may (x) engage in or participate in discussions or negotiations with such Person or group of Persons making such Alternative Proposal, and (y) provide such Person or group of Persons non-public information relating to the Vendors or access to the properties, books or records of the Vendors, if and only if:
 - (a) the Monitor first determines, in good faith after consultation with the legal and financial advisors and with the consent of the DIP Lenders, that such Alternative Proposal constitutes or would reasonably be expected to constitute or lead to a Superior Proposal and has provided Purchaser with written notice of such determination; and
 - (b) such Alternative Proposal did not result from a breach of Section 7.05 by the Monitor, Vendors or any of their respective Affiliates and representatives; and
- (3) If at any time following the date of this Agreement and prior to the Closing, Vendors or any of their Affiliates receives an Alternative Proposal that the Monitor on behalf of Vendors concludes in good faith, after consultation with financial and legal advisors and with the consent of the DIP Lenders, constitutes a Superior Proposal, Vendors may terminate this Agreement in accordance with Section 10.01(2) and thereafter enter into such definitive agreement with respect to such Superior Proposal.

7.06 Post-Closing Access to Records

Following Closing, Purchaser agrees that it shall preserve and keep the records held by it relating to the Purchased Assets in respect of the period prior to Closing for a period of seven years from the Closing Date, and shall make such records available to the Monitor and any trustee in bankruptcy of any of the CCAA Parties as may be reasonably required by such Persons including, without limitation, to make copies (at such Person's own expense), as may be necessary or useful to accomplish their respective roles.

7.07 Covenants Relating to this Agreement

- (1) Each of the Parties 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, from the date hereof until the Closing Time, each Party shall and, where appropriate, shall cause each of its Affiliates to:
 - (a) 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, 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
 - (b) 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.
- (2) Without limiting the generality of Section 7.01(1), the Vendors shall seek approval by the CCAA Court of the Approval and Vesting Order such that such motion is heard by the CCAA Court by no later than January 29, 2025, and the Vendors shall not agree to any delay or adjournment of such motion without the prior consent of the Purchaser, which consent can be withheld in its sole and absolute discretion.
- (3) From the date hereof until the Closing Date, each Party hereby agrees, and hereby agrees to cause its representatives to, keep the other Party and the Monitor informed on a reasonably current basis, and as reasonably requested by the other Party or the Monitor, as to such Party's progress in terms of the satisfaction of the conditions precedent contained herein.
- (4) Each Party agrees to execute and deliver such other documents, certificates, agreements and other writings, and to take such other actions to consummate or implement, as soon as reasonably practicable, the Transactions.
- (5) Purchaser shall use its commercially reasonable efforts to obtain the consent and waiver agreements set forth on Schedule 6.02(4) and Vendors shall provide their reasonable cooperation to assist Purchaser in obtaining any such consents and approvals; provided that neither Purchaser nor the Vendors shall be required to agree to pay any amount or provide any other consideration in connection with obtaining such consents, waivers and approvals.

7.08 Non Use of Names

Concurrently with the Closing, Vendors will deliver to Purchaser duly adopted and executed unfiled amendments and other name change documents to their and their affiliates' respective organizational documents relative to the change of the Vendors' and their affiliates' names to some other names which are dissimilar to, and cannot be confused with, "Rifco" (along with all variations thereof, collectively, the "**Protected Names**") and which will be reasonably acceptable to Purchaser. Vendors will file such articles of amendment with the applicable Governmental Authority promptly following the Closing (and in any event, no later than two (2) Business Days following Closing). Following the Closing, Vendors will cease and desist and will cause their affiliates to cease and desist from the use of the Protected Names, including but not limited to the use of stationery, business cards, marketing materials, e-mail domains, and websites; provided, that Vendors will be permitted to use the Protected Names solely for purposes of transitioning the Business to Purchaser.

7.09 Transition Services

Vendors and Purchaser shall, on Closing, enter into a transition services agreement acceptable to each of the Parties (the "**Transition Services Agreement**"), pursuant to which the Vendors shall agree to provide transition services to the Purchaser with respect to: (1) access to office space currently occupied by the Vendors; (2) access to Vendors' accounting system (NetSuite) as it relates to the Business and (3) access to bank accounts, banking arrangements and payment processing services. All transition services will be provided by Vendors on an "as-is, where-is" basis without representation and warranty, and shall terminate on a date no later than 120 days following the Closing Date or such other date as the Parties may agree. Purchaser shall pay in full any out-of-pocket costs (for certainty, taking into account any existing deposits and/or prepayments that have been paid to third parties as at the date of the Transition Services Agreement) of Vendors in providing such transition services during the term thereof as agreed to by the Parties, prior to the incurrence of such out-of-pocket costs by Vendors, or on such other terms as may be agreed to by the Parties.

7.10 Possession of Purchased Assets

The Vendors shall promptly notify the Purchaser of any asset or interest (including, without limitation, any funds, payments, and/or insurance proceeds) that should have properly been classified as a Purchased Asset that may come into the possession or control of the Vendors or their affiliates after Closing, and thereupon shall promptly transfer such Purchased Assets to the Purchaser, or to such other Person as the Purchaser may direct in writing and, for greater certainty, no title or other license to use shall, or shall be deemed to, vest in the Vendors in respect of any Purchased Assets. After the Closing, each Vendor will hold and will promptly transfer and deliver to the Purchaser, from time to time as and when received by such Vendor, any cash, checks or other property that a Vendor may receive on or after the Closing that properly belongs to the Purchaser and will account to the Purchaser for all such receipts. As of the Closing Date, Vendors agree that any monies, checks, or negotiable instruments received by Vendors after the Closing Date relating to any of the Vendors' receivables shall be held in trust by such Vendor for Purchaser's benefit and account, and upon receipt by a Vendor of any such payment, such Vendor shall immediately pay over to the Purchaser the amount of such payments without any right of set off or reimbursement.

7.11 Performance Guarantee Release

Prior to and following Closing, as applicable, Purchaser shall use its commercially reasonable efforts to obtain release of Chesswood and Chesswood Holdings Ltd., as applicable, from any guarantees in respect of the Vendors from each of the securitization parties set forth on Schedule 6.02(4) in such form as acceptable to Vendors, acting in a commercially reasonable manner, effective as of Closing or as soon as

reasonably practicable thereafter; provided that neither Purchaser, Vendors nor any of their respective Affiliates shall be required to agree to pay any amount or provide any other consideration (other than, as applicable in the case of Purchaser, a replacement guarantee) in connection with obtaining such release.

ARTICLE 8- CLOSING DELIVERIES

8.01 Closing Deliveries of Vendors

At Closing, Vendors will deliver, or cause to be delivered, to Purchaser the following, in each case, in form and substance satisfactory to Purchaser, acting reasonably:

- (1) a true copy of the issued and entered Approval and Vesting Order;
- (2) a copy of the election(s) under section 167 of the ETA and section 22 of the Tax Act, as applicable, in accordance with Section 3.07, duly executed by Rifco Subsidiary;
- (3) a certificate dated as of the Closing Date and executed by an authorized signatory on behalf of Vendors confirming and certifying that each of the conditions in Sections 6.02(1) and 6.02(2) have been satisfied;
- (4) the General Conveyance, duly executed by the Vendors;
- (5) the Assignment and Assumption Agreement, duly executed by the Vendors; and
- (6) the Transition Services Agreement, duly executed by the Vendors.

8.02 Closing Deliveries of Purchaser

At Closing, Purchaser will deliver, or cause to be delivered, to Vendors the following, in each case, in form and substance satisfactory to Vendors, acting reasonably:

- (1) the applicable payment contemplated by Section 3.04(1);
- (2) Transfer Taxes, if any, payable on Closing pursuant to Section 3.06;
- (3) a copy of the election(s) under section 167 of the ETA and section 22 of the Tax Act, as applicable, in accordance with Section 3.07, duly executed by the Purchaser;
- (4) a certificate dated as of the Closing Date and executed by an authorized signatory on behalf of Purchaser confirming and certifying that each of the conditions in Sections 6.03(1) and 6.03(2) have been satisfied;
- (5) the General Conveyance, duly executed by the Purchaser;
- (6) the Assignment and Assumption Agreement, duly executed by the Purchaser; and
- (7) the Transition Services Agreement, duly executed by the Purchaser.

ARTICLE 9- CLOSING

9.01 Closing

The Closing shall take place at the Closing Time electronically by exchange of executed pdf documents. When the conditions to Closing (other than delivery of the Monitor's Certificate) have been satisfied and/or waived by Vendors and Purchaser, as applicable, Vendors and Purchaser will each deliver to the Monitor written confirmation that such conditions of Closing, as applicable, have been satisfied or waived. Upon the Closing, the Monitor shall file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a copy of such filed certificate to the Vendors and the Purchaser).

ARTICLE 10- TERMINATION

10.01 Termination

This Agreement may be terminated at any time prior to Closing as follows:

- (1) by mutual written consent of each of Vendors and Purchaser;
- (2) by Vendors, in the event of a Superior Proposal provided such termination is made in accordance with Section 7.05(3) and the Vendors pay to the Purchaser the Expense Reimbursement pursuant to Section 10.02(3);
- (3) by Purchaser, if Vendors breach any of their representations, warranties or covenants under this Agreement in any material respect that would (a) prevent the satisfaction of the conditions in Article 6 (other than Section 6.02(3)), as applicable, by the Outside Date, and such breach has not been waived by Purchaser or cured by Vendors (to the extent capable of being cured) within three Business Days after written notice thereof from Purchaser, unless Purchaser is then in breach of any of its representations, warranties or covenants under this Agreement in any material respect which would prevent the satisfaction of the conditions set forth in Article 6, as applicable, by the Outside Date, or (b) prevent the satisfaction of the condition in Section 6.02(3) by the applicable date set forth herein;
- (4) by Vendors, if Purchaser breaches any of its representations, warranties or covenants under this Agreement in any material respect that would prevent the satisfaction of the conditions in Article 6, as applicable, by the Outside Date, and such breach has not been waived by Vendors or cured by Purchaser (to the extent capable of being cured) within three Business Days after written notice thereof from Vendors, unless Vendors are then in breach of any of their representations, warranties or covenants under this Agreement in any material respect which would prevent the satisfaction of the conditions set forth in Article 6, as applicable, by the Outside Date;
- (5) by the Purchaser if the condition set forth in Section 6.02(3) is not satisfied by January 29, 2025, or such later date as may be agreed to by the Purchaser;
- (6) by Purchaser or Vendors, if Closing has not occurred on or before the Outside Date, provided that the terminating Party is not in breach of any representation, warranty, covenant or other agreement in this Agreement which would prevent the satisfaction of the conditions in Article 6 by the Outside Date;

- (7) by Vendors, upon denial of the Approval and Vesting Order (or if any such Order is stayed, vacated or varied without the consent of Vendor);
- (8) by Purchaser, upon denial of the Approval and Vesting Order (or if any such Order is stayed, vacated or varied without the consent of Purchaser);
- (9) by Purchaser, upon (a) the appointment of a receiver or trustee in bankruptcy in respect of the Vendors or any of the property of the Vendors, (b) the termination of the CCAA Proceedings, or (c) the CCAA Court not extending the stay of proceedings granted in the CCAA Proceedings, other than with the prior written consent of Purchaser;
- (10) by Purchaser or Vendors, if a court of competent jurisdiction, including the CCAA Court, or other Governmental Authority, has issued an Order or taken any other action to restrain, enjoin or otherwise prohibit the consummation of Closing and such Order or action has become a Final Order; and
- (11) by Vendors, if Purchaser fails to fund the Purchase Price in full on or prior to the date on which Closing would have otherwise occurred.

The Party desiring to terminate this Agreement pursuant to this Section 10.01 (other than pursuant to Section 10.01(1)) shall give written notice of such termination to the other Party specifying in reasonable detail the basis for such Party's exercise of its termination rights.

10.02 Effect of Termination

- (1) In the event of termination of this Agreement pursuant to Section 10.01, this Agreement shall become void and of no further force or effect without liability of either Party to the other Party except that: (1) Article 1, this Section 10.02 and Sections 3.01, 7.03, 7.04(4), 11.01, 11.02, 11.04, 11.07, 11.10 through 11.13 and 11.15 through 11.18 shall survive; and (2) no termination of this Agreement shall relieve either Party of any liability for any wilful breach by it of this Agreement, or impair the right of either Party to compel specific performance by the other Party of its obligations under this Agreement in accordance with Section 11.02.
- (2) If the Agreement is terminated pursuant to Sections 10.01(4) or 10.01(11), the Deposit shall become the property of, and shall be transferred to, the Vendors as liquidated damages (and not as a penalty) to compensate the Vendors for the expenses incurred and opportunities foregone as a result of the failure to close the Transactions. If the Closing does not occur for any other reason and the Agreement is terminated, the Deposit will be forthwith refunded in full to the Purchaser without offset or deduction.
- (3) If the Agreement is terminated pursuant to Sections 10.01(2) or 10.01(3), the Vendors shall pay to the Purchaser in cash an expense reimbursement amount equal to \$250,000 (the "**Expense Reimbursement**"), as liquidated damages (and not as a penalty) to compensate the Purchaser for the expenses incurred and opportunities foregone as a result of the failure to close the Transactions. Such Expense Reimbursement shall be payable by the Vendors concurrently with any such termination of this Agreement.

ARTICLE 11- GENERAL

11.01 Monitor

- (1) Each of Vendors and Purchaser acknowledges and agrees that the Monitor is acting solely in its capacity as the CCAA Court-appointed Monitor of the CCAA Parties pursuant to the Initial Order, and not in its personal or corporate capacity, and the Monitor has no liability in connection with this Agreement whatsoever, in its personal or corporate capacity or otherwise, including in connection with the receipt, holding or distribution of the Deposit, save and except for and only to the extent of the Monitor's gross negligence or intentional fault.
- (2) If, at any time, there shall exist, in the sole and absolute discretion of the Monitor, any dispute between the Vendors on the one hand, and the Purchaser on the other hand, with respect to the holding or disposition of any portion of the Deposit, or any other obligation of the Monitor hereunder in respect of the Deposit, or if at any time the Monitor is unable to determine the proper disposition of any portion of the Deposit, or its proper actions with respect to its obligations hereunder in respect of the Deposit, then the Monitor may (a) make a motion to the CCAA 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 Deposit or any portion of thereof into the CCAA Court for holding and disposition in accordance with the instructions of the CCAA Court, or (b) hold the Deposit or any portion thereof and not make any disbursement thereof until: (i) the Monitor receives a written direction signed by both the Vendors and the Purchaser directing the Monitor to disburse, as the case may be, the Deposit or any portion thereof in the manner provided for in such direction, or (ii) the Monitor receives an Order from the CCAA Court, 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 Deposit or any portion thereof in the manner provided for in the Order.
- (3) The Parties acknowledge that the Monitor may rely upon the provisions of this Section 11.01 notwithstanding that the Monitor is not a party to this Agreement.

11.02 Injunctive Relief

- (1) The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek specific performance, injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such specific performance, injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.
- (2) Each Party hereby agrees not to raise any objections to the availability of the equitable remedies provided for herein and the Parties further agree that by seeking the remedies provided for in this Section 11.02, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement.

11.03 Survival

None of the representations, warranties, covenants (except the covenants in Sections 2.04, 3.05, 3.07, 7.02, 7.03, 7.04(4), 7.06, 7.08, 7.09, 7.10, 7.11, Article 5 and Article 11, to the extent they are to be performed after any Closing) of either of the Parties set forth in this Agreement, in any document to be executed and delivered by either of the Parties or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transactions shall survive the Closing.

11.04 Non-Recourse

No past, present or future director, officer, employee, incorporator, member, partner, securityholder, Affiliate, agent, lawyer or representative of the respective Parties, in such capacity, shall have any liability for any obligations or liabilities of Purchaser or Vendors, as applicable, under this Agreement, or for any causes of action based on, in respect of or by reason of the transactions contemplated hereby.

11.05 Further Assurances

Each Party will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

11.06 Time of the Essence

Time is of the essence of this Agreement.

11.07 Fees and Commissions

Subject to Sections 10.02(2) and 10.02(3), each Party will pay its respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs and expenses whatsoever and howsoever incurred.

11.08 Public Announcements

No public announcement or press release concerning any of the Transactions shall be made any Party, or any of their respective Affiliates, without the prior consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that subject to the last sentence of this Section 11.08, any Party may, without such consent, make such disclosure if the same is required by applicable Law (including the CCAA Proceedings or the U.S. Proceedings) or by any stock exchange on which any of the securities of such Party or any of its Affiliates are listed, or by any insolvency or other court or securities commission, or other similar Governmental Authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior written notice to the other Party to the extent legally permissible and reasonably practicable, and if such prior notice is not legally permissible or reasonably practicable, to give such notice reasonably promptly following the making of such disclosure. Notwithstanding the foregoing: (a) this Agreement may be filed by Vendors, their Affiliates or Monitor with the CCAA Court, the U.S. Bankruptcy Court and/or on Chesswood's profile on www.sedarplus.com; and (b) the Transactions may be disclosed by Vendors, their Affiliates or Monitor to the CCAA Court and the U.S. Bankruptcy Court. The Parties further agree that:

- (1) the Monitor may prepare and file reports and other documents with the CCAA Court and the U.S. Bankruptcy Court containing references to the Transactions and the terms of the Transactions; and
- (2) Vendors, Purchaser and their respective Affiliates and professional advisors may prepare and file such reports and other documents with the CCAA Court and the U.S. Bankruptcy Court containing references to the Transactions and the terms of such Transactions as may reasonably be necessary to complete the Transactions or to comply with their obligations in connection therewith.

The Parties shall be afforded an opportunity to review and comment on such materials prior to their filing. The Parties may issue a joint press release announcing the execution and delivery of this Agreement, in form and substance mutually agreed to them.

11.09 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and permitted assigns of the Parties.

11.10 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties with respect thereto. Without limiting the foregoing sentence, there are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set forth in this Agreement.

11.11 Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

11.12 Assignment

The Purchaser shall be entitled, upon giving notice to the Vendors at any time not less than five (5) Business Days prior to the Closing Date, to assign all of its rights and obligations under this Agreement to any Affiliate of the Purchaser. In such case, such assignee shall have and may exercise all the rights, and shall assume all of the obligations, of the Purchaser under this Agreement, except that such assignment shall not release the Purchaser from liability for its obligations under this Agreement. Except for such permitted assignment, this Agreement may not be assigned by any Party without the written consent of the other Party.

11.13 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

- (1) If to Vendors, c/o the Monitor at:

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

Attention: Jeffrey Rosenberg and Dean Mullett
Email: Jeffrey.Rosenberg@fticonsulting.com and
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 and David Rosenblat
Email: mwasserman@osler.com and drosenblat@osler.com

(2) If to Purchaser:

c/o Daniel Wittlin
41 Scarsdale Road
Suite 5
Toronto, Ontario, M3B 2R2

Email: daniel@wittlin.ca

with a copy to Purchaser's counsel at:

Goodmans LLP
Bay Adelaide Centre - West Tower
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: Jonathan Feldman and Caroline Descours
Email: jonfeldman@goodmans.ca and cdescours@goodmans.ca

or to such other street address, individual or electronic communication number or address as may be designated by notice given by the applicable Party to the other Party. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient(s) and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

11.14 Remedies Cumulative

The right and remedies of the parties under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

11.15 No Third Party Beneficiaries

Except as provided in Section 11.01 and Section 11.09, this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns. This Agreement will not be deemed to confer upon or give to any other Person any Claim or other right or remedy.

11.16 Governing Law

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

11.17 Attornment

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The Parties each attorns to the jurisdiction of the courts of the Province of Ontario.


11.18 Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the Parties and the receiving Parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

[Remainder of page intentionally left blank.]


IN WITNESS WHEREOF the Parties have executed this Asset Purchase Agreement.

RIFCO INC.

Per: 

Name: Tobias Rajchel
Title: Director

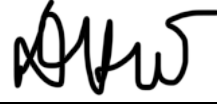
**RIFCO NATIONAL AUTO FINANCE
CORPORATION**

Per: 

Name: Tobias Rajchel
Title: Director

VAULT AUTO FINANCE CORPORATION

Per:



Name: Daniel Wittlin

Title: Authorized Signatory

Schedule 2.02 – Assumed Liabilities

Nil

Schedule 2.03 – Permitted Encumbrances

The following registrations against Rifco Subsidiary, as debtor, in the Alberta Personal Property Registry:

Registration Date	Registration Number	Secured Party
2005-Mar-21	05032108135	SECURCOR TRUST C/O SECURCOR CORPORATION, AS ADMINISTRATIVE AGENT
2015-Apr-15	15041533268	VERSABANK
2022-Nov-01	22110128835	SUN LIFE ASSURANCE COMPANY OF CANADA
2023-Jan-25	23012518805	CHESSWOOD CANADIAN ASSET-BACKED CREDIT FUND LP
2023-Jun-22	23062227367	CONNECT FIRST CREDIT UNION LTD.

Schedule 2.04 – Excluded Contracts

- Millennium Centre Lease between Artis Millennium Centre Ltd., as Landlord, and Rifco National Auto Finance Corporation, as tenant, dated as of November 9, 2016, as such lease agreement may have been amended, supplemented and/or varied from time to time, and as assigned to JEB2 Properties Inc. (as applicable) (the “**Lease Agreement**”)
- All debenture agreements to which any of the Vendors are a party immediately prior to the Closing Date
- Any and all credit, loan, note, guarantee, security or similar agreements in connection with any Indebtedness of any of the Vendors or any of the CCAA Parties to which any of the Vendors are a party immediately prior to the Closing Date (for greater certainty, excluding any of the Contracts listed in Schedule 6.02(4)).
- Any agreement(s) to which any of the Vendors are a party, or subject to, with any broker, finder, investment banker or other similar Person in any way related to or in connection with the Transactions
- Servicing Agreement between Chesswood Canadian Asset Backed Credit Fund L.P. and Rifco National Auto Finance Corporation dated on or about January 2023, as may have been amended, supplemented and/or varied from time to time
- Master Services Agreement between defi Solutions LLC and Rifco National Auto Finance Corporation dated as of December 14, 2017, as amended by the Amendment dated January 29, 2021, as may have been further or otherwise amended, supplemented and/or varied from time to time
- Application Services Agreement between defi Solutions LLC and Rifco National Auto Finance Corporation dated as of December 14, 2017, as amended by the Amendment dated April 18, 2018, as may have been further or otherwise amended, supplemented and/or varied from time to time

Schedule 2.05 – Excluded Liabilities

- Any and all Liabilities with regard to any litigation or other legal proceedings brought or initiated, or which could have been brought or initiated, against one or more of the Vendors relating to or arising from any act, occurrence or circumstance existing at or before the Closing Date, including, without limitation, the following:
 - Claim(s) made by Michael Marshall against Rifco National Auto Finance Corporation before the Alberta Court of Justice (Civil), Action Number P2490102654
 - Claim(s) made by Dawood Ishaya against Rifco National Auto Finance Corporation before the Ontario Superior Court of Justice (Small Claims Court), Claim No. SC24000008290000
 - Claim(s) made by Deloitte Corporate Finance Inc. against Rifco National Auto Finance Corporation before the Ontario Superior Court of Justice, Court File No. CV-19-618829-00

- Any and all Liabilities relating directly or indirectly, at Law, under contract or otherwise, to or arising from the Excluded Contracts

- Any and all Liabilities relating directly or indirectly, at Law, under contract or otherwise, to or arising from the Excluded Assets

- Any and all Liabilities relating directly or indirectly, at Law, under contract or otherwise, to Employees that are not expressly assumed as Transferred Employee Liabilities

- Any and all Liabilities owing to, or relating to credit card facilities with, American Express

- Any and all Liabilities relating directly or indirectly to any agreement(s) with any broker, finder, investment banker or other similar Person in any way related to or in connection with the Transactions

Schedule 3.05 – Allocation of Purchase Price

Purchased Assets:

1. Cash: Book Value
2. Restricted Cash: Book Value
3. Accounts Receivable (including income taxes receivable) and Prepaids: Book Value
4. Loan Receivables: Balance of Purchase Price
5. Remaining Purchased Assets: \$1.00

Accrued Liabilities:

1. Securitization debt: Book Value
2. Accounts payable: Book Value

Schedule 5.03 – Assumed Employee Plans

The Canada Life Assurance Company (Group RRSP)

The Empire Life Insurance Company (life insurance, dependent life insurance, AD&D, short term disability, long term disability, health insurance, dental insurance, health care spending account (HCSA))

Homewood Health Inc. (employee assistance plan (EAP))

Schedule 6.02(4) – Consents

- Waiver and consent agreements with each of the following securitization parties, consenting to the Transactions and the assignment of Contracts set forth below to the Purchaser to the extent consent is required for such assignment, waiving any change of control matters (as applicable), and confirming that their respective securitization facilities are in good standing as at the Closing Time, in each case in form and substance acceptable to the Purchaser:
 - Securcor Trust (Master Concurrent Lease and Purchase Agreement – March 30, 2007)
 - Sun Life Assurance Company of Canada (Master Purchase and Servicing Agreement – November 1, 2022)
 - Connect First Servus Credit Union Ltd (Amended and Restated Agreement for Purchase and Sale and Administration of Loan and Security Contracts – January 13, 2013)
 - VersaBank (Master Purchase and Servicing Agreement – April 10, 2015)

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., PAWNEE
LEASING CORPORATION, LEASE-WIN LIMITED, WINDSET CAPITAL
CORPORATION, TANDEM FINANCE, INC., CHESSWOOD CAPITAL
MANAGEMENT INC., CHESSWOOD CAPITAL MANAGEMENT USA INC.,
RIFCO NATIONAL AUTO FINANCE CORPORATION, RIFCO INC.,
WAYPOINT INVESTMENT PARTNERS INC. and 1000390232 ONTARIO INC.

MONITOR’S CERTIFICATE

RECITALS

1. Pursuant to the Initial Order of the Honourable Justice Kimmel 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., Pawnee Leasing Corporation, Lease-Win Limited, Windset Capital Corporation, Tandem Finance, Inc., Chesswood Capital Management Inc., Chesswood Capital Management USA Inc., Rifco National Auto Finance Corporation, Rifco Inc., Waypoint Investment Partners Inc. and 1000390232 Ontario Inc. (collectively, the “**CCAA Parties**” and each a “**CCAA 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 (the “**Monitor**”).

2. Pursuant to an Approval and Vesting Order (the “**Order**”) of the Court dated January 29, 2025, the Court *inter alia*, (i) approved the Purchase Agreement dated January 23, 2025 (including the exhibits and schedules attached thereto, the “**Purchase Agreement**”) between Rifco Inc. (“**Rifco**”), Rifco National Auto Finance Corporation (“**Rifco Subsidiary**”, and together with Rifco, collectively, the “**Vendors**” and each, a “**Vendor**”) and Vault Auto Finance Corporation (“**Vault**”, with Vault or a permitted assignee thereof, as applicable, referred to herein as, 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 Vendors’ 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 Vendors and the Purchaser of a certificate confirming that (x) the Purchaser has paid the cash proceeds of the Purchase Price to the Monitor, on behalf of Vendors, pursuant to the Purchase Agreement, and (y) the Monitor has received written confirmation from the Vendors and the Purchaser that all conditions of closing the transactions contemplated under the Purchase Agreement (other than delivery of the Monitor’s Certificate) have been satisfied and/or waived by the Vendors and the Purchaser, as applicable.

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

4. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Order or Purchase Agreement, as applicable.

THE MONITOR HEREBY CERTIFIES the following:

1. The Purchaser has paid the cash proceeds of the Purchase Price to the Monitor, on behalf of Vendors, pursuant to the Purchase Agreement;

2. The Vendors and the Purchaser have each delivered written notice to the Monitor that all applicable conditions of closing under the Purchase 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 Certificate was delivered by the Monitor at _____ on _____, 2025.

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

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CHESSWOOD GROUP LIMITED, et al.

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

Proceeding Commenced at Toronto

APPROVAL AND VESTING ORDER

OSLER, HOSKIN & HARCOURT LLP

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Toronto, Ontario M5X 1B8

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Dave Rosenblat LSO#: 64586K

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Email: drosenblat@osler.com

Sean Stidwill LSO#: 71078J

Tel: 416-862-4217

Email: sstidwill@osler.com

Lawyers for the Monitor

TAB 4

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	THURSDAY, THE 29TH
)	
JUSTICE OSBORNE)	DAY OF JANUARY, 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., PAWNEE
LEASING CORPORATION, LEASE-WIN LIMITED, WINDSET CAPITAL
CORPORATION, TANDEM FINANCE, INC., CHESSWOOD CAPITAL
MANAGEMENT INC., CHESSWOOD CAPITAL MANAGEMENT USA INC.,
RIFCO NATIONAL AUTO FINANCE CORPORATION, RIFCO INC.,
WAYPOINT INVESTMENT PARTNERS INC. and 1000390232 ONTARIO INC.

STAY EXTENSION 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., Pawnee Leasing Corporation, Lease-Win Limited, Windset Capital Corporation, Tandem Finance, Inc., Chesswood Capital Management Inc., Chesswood Capital Management USA Inc., Rifco National Auto Finance Corporation, Rifco Inc., Waypoint Investment Partners Inc. and 1000390232 Ontario Inc. (collectively, the “**CCAA Parties**”) pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an order extending the Stay Period and related relief was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Third Report of the Monitor (the “**Third Report**”) dated January 23, 2025, and on hearing the submissions of counsel for the CCAA Parties, the Monitor, and such other counsel who were present, no one else appearing although duly served as appears from the affidavit of service of [●] sworn January [●], 2025.

DEFINITIONS

1. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Amended and Restated Initial Order of this Court dated November 7, 2024 (the “**ARIO**”) or the Third Report, as applicable.

SERVICE

2. **THIS COURT ORDERS** that the time for and method of 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.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including March 31, 2025.

GENERAL

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

5. **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, to grant representative status to the Monitor in any foreign proceeding, or to assist the CCAA Parties, the Foreign Representative and the Monitor and their respective agents in carrying out the terms of this Order.

6. **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.

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

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

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

STAY EXTENSION ORDER

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Email: sstidwill@osler.com

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
(Approval and Vesting Order and Stay Extension Order)
(Returnable January 29, 2025)**

OSLER, HOSKIN & HARCOURT LLP

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

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