

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

THE HONOURABLE)	FRIDAY, THE 30 TH
)	
JUSTICE J. DIETRICH)	DAY OF MAY, 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 SHAW-ALMEX INDUSTRIES
LIMITED AND SHAW ALMEX FUSION, LLC

Applicants

PROPERTY PRESERVATION ORDER

THIS MOTION, made by FTI Consulting Canada Inc., in its capacity as monitor of the Applicants (in such capacity, the “**Monitor**”) pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an order, among other things: (i) requiring the return of the Applicants' Property (as defined in the Initial Order); (ii) directing certain conduct of Mr. Timothy Shaw and Mrs. Pamela Shaw; and (iii) empowering the Monitor to conduct certain examinations was heard this day by videoconference.

ON READING the First Report of the Monitor dated May 27, 2025 (the “**First Report**”), the Supplement to the First Report dated May 28, 2025, and on being advised that the secured creditors, Timothy Shaw, and Pamela Shaw were given notice, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Royal Bank of Canada

(“RBC”), and such other parties as listed on the participant information form, with no one appearing for any other person although duly served as appears from the certificates of service of Nicholas Avis dated May 28, 2025, and May 29, 2025, filed,

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 any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Initial Order in these proceedings dated May 13, 2025 (the “Initial Order”).

RETURN & PRESERVATION OF PROPERTY

3. **THIS COURT ORDERS AND DIRECTS** that Timothy Shaw, his agents, representatives, and anyone else acting on his behalf deliver to the Monitor any and all Property (as defined in paragraph 5 of the Initial Order) in their possession and control including, but not limited to:

- a. any vehicles owned by the Applicants;
- b. any hard drives containing the Applicants’ intellectual property;
- c. any phones, computers, laptops and other electronic devices owned by the Applicants;
- d. any furniture, fixtures and equipment removed from the Applicants’ facilities; and

- e. any machinery or other products that are in-progress customer orders, including but not limited to presses in the process of being manufactured by Fusion.

4. **THIS COURT ORDERS AND DIRECTS** that Timothy Shaw deliver to the Monitor copies of and details regarding any of the Applicants' intellectual property that is in his possession or control but which is stored remotely, and to thereafter delete any of the intellectual property that is stored remotely and provide confirmation of same to the Monitor.

5. **THIS COURT ORDERS** that all orders and directions contemplated in paragraphs 3 and 4 hereof shall be completed as soon as reasonably practicable and, in any event, no later than five business days from the date of this Order.

6. **THIS COURT ORDERS AND DIRECTS** that the Monitor may take all reasonable and necessary steps to recover and secure the Property for the benefit of the Applicants, and that if a Person has in their possession or power any of the Property of the Applicants, or any book, document or paper of any kind relating in whole or in part to the Applicants, their dealings or Property, they may be required by the Monitor to produce the book, document or paper for the information of the Monitor, or to deliver to the Monitor any Property of the Applicants in their possession.

7. **THIS COURT ORDERS** that Timothy Shaw and Pamela Shaw shall co-operate fully with the Monitor in its efforts to recover and secure the Property for the benefit of the Applicants and that they shall provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out such functions.

8. **THIS COURT ORDERS** that the Applicants shall, if so directed by the Monitor, immediately stop providing services, intellectual property, information, and other resources to

Shaw-Almex Overseas Ltd., Shaw Almex India PVT Ltd, and/or any of their subsidiaries or affiliates.

RESTRICTIONS ON TIMOTHY SHAW

9. **THIS COURT ORDERS** that Timothy Shaw shall not directly or indirectly, by any means whatsoever, alter, conceal, deface, delete, destroy, discard, dispose of, erase, interfere with or remove from the Applicants any Property currently in the Applicants' possession or control.

10. **THIS COURT ORDERS** that, other than to facilitate the return of Property to the Applicants, Timothy Shaw shall not trespass on any real property owned or leased by the Applicants or enter any of the Applicants' buildings or facilities.

11. **THIS COURT ORDERS** that Timothy Shaw shall not, directly or indirectly, by any means whatsoever:

- a. employ, engage, offer employment or engagement to or solicit the employment or engagement of or otherwise entice away from the employment or engagement of the Applicants any individual who is employed or engaged by the Applicants whether or not such individual would commit any breach of their contract or terms of employment or engagement by leaving the employ or engagement of the Applicants; or
- b. procure or assist any other Person to employ or engage, offer employment, or engagement, or solicit the employment or engagement of or otherwise entice away from the employment or engagement of the Applicants any such individual.

12. **THIS COURT ORDERS** that, in order to give effect to the Order, any Person who is ordered not to do something shall not do it personally, through others acting on his behalf, or on his instructions, or with his encouragement or acquiescence, or in any other way.

13. **THIS COURT ORDERS** that paragraphs 9, 10 and 11 shall cease to have any effect upon the termination of these CCAA proceedings, unless otherwise ordered by the Court.

EXAMINATION POWERS

14. **THIS COURT ORDERS** that the Monitor may, without further order, examine under oath before a person who is qualified to hold examinations for discovery or other authorized person, any Person reasonably thought to have knowledge of the affairs of the Applicants or any Person who is or has been an agent or a mandatary, or a clerk, a servant, an officer, a director or an employee of the Applicants, respecting the Applicants or the Applicants' dealings or Property and that any Person liable to be so examined must produce any books, documents, correspondence or papers in that Person's possession or power relating in all or in part to the Applicants or the Applicants' dealings or property. The examination shall be conducted in accordance with the rules of court in civil cases. Wrongful refusal to attend the examination under oath or provide the information referred to in this paragraph may result in a finding of contempt of court and may render the Person liable to be imprisoned, fined or have their assets seized.

15. **THIS COURT ORDERS** that any Person being examined is bound to answer all questions relating to the business or Property of the Applicants and the disposition of the Property.

16. **THIS COURT ORDERS** that the evidence of any Person examined under paragraph 13 shall, if transcribed, be filed in the Court and may be read in any proceedings before the Court under the CCAA to which the Person examined is a party.

GENERAL

17. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

18. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and are 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.

19. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c.C-36 AS AMENDED

Court File No. CV-25-00743136-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
SHAW-ALMEX INDUSTRIES LIMITED AND SHAW ALMEX FUSION, LLC

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

Proceedings commenced at Toronto

PROPERTY PRESERVATION ORDER

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