

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

**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 SHAW-ALMEX INDUSTRIES  
LIMITED AND SHAW ALMEX FUSION, LLC

**MONITOR'S CERTIFICATE**

**RECITALS**

1. Pursuant to the Initial Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated May 13, 2025, Shaw-Almex Industries Limited (the “**Vendor**”) and Shaw Almex Fusion, LLC (the “**U.S. Vendor**” and, together with the Vendor, the “**Vendors**” or the “**Applicants**”) were granted protection from their creditors pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and FTI Consulting Canada Inc. was appointed as the monitor of the Applicants (the “**Monitor**”).

2. Pursuant to an Approval and Vesting Order (the “**Order**”) of the Court dated July 18, 2025, the Court *inter alia*, approved the Asset Purchase Agreement dated July 10, 2025 (including the exhibits and schedules attached thereto, the “**Purchase Agreement**”) between the Vendors and Almex Canada, Limited (“**Almex Canada**”) and provided for the vesting in Almex Canada or one or more designee(s) of Almex Canada as designated pursuant to the Purchase Agreement and listed on this Monitor's Certificate (in each case, the “**Purchaser**”) of all of (a) the Vendor's right, title and interest in and to the Purchased Assets, and (b) the U.S. Vendor's right, title and interest in and to the Purchased Business Name, upon the delivery of this Monitor's Certificate confirming

(i) the payment by the Purchaser of the Purchase Price; (ii) that the conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Parties in accordance with the Purchase Agreement; and (iii) the Transactions have been completed to the satisfaction of the Monitor.

3. 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 and the Monitor has received the Purchase Price payable on the Closing Date pursuant to the Purchase Agreement.

2. The conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Parties in accordance with the Purchase Agreement.

3. The Transactions have been completed to the satisfaction of the Monitor.

4. The Purchaser has designated Almex Canada, Limited as the Purchaser for all purposes of the Order and the Purchase Agreement with respect of (a) all Purchased Assets other than the Equity Interests of the Purchased Subsidiaries listed in the table below (collectively, the “**Purchased Shares**”), and (b) the Purchased Business Name. The following Persons, as designated by the Purchaser pursuant to the Purchase Agreement, shall be the Purchaser for all purposes of the Order and the Purchase Agreement with respect to the particular Purchased Shares listed opposite their name in the table below:

<b>Purchaser(s)</b>	<b>Purchased Asset or Purchased Business Name Acquired by Such Purchaser</b>
REMA Tip Top Holding GmbH	All of the Equity Interests of the Vendor in the capital of Formar Group S.L.
REMA TIP TOP ASIA PTE. LTD. Rema Tip Top Singapore PTE Ltd.	All of the Equity Interests of the Vendor in the capital of PT. Shaw Almex Indonesia
Rema Tip Top Chile Holding, SpA	All of the Equity Interests of the Vendor in the capital of Shaw Almex Chile SpA
REMA Tip Top Holding Benelux B.V.	All of the Equity Interests of the Vendor in the capital of Shaw Almex Europe B.V.
REMA TIP TOP ASIA PTE. LTD.	All of the Equity Interests of the Vendor in the capital of Shaw Almex Mine Equip. (Tianjin) Co. Ltd.
Rema Tip Top Industry Holding Australia Pty. Ltd	All of the Equity Interests of the Vendor in the capital of Shaw Almex Pacific Pty Ltd.
Almex Holding, Inc.	All of the Equity Interests of the Vendor in the capital of Almex Peru S.A.C.

5. The Effective Time is deemed to have occurred at the date and time set forth immediately below.

This Monitor's Certificate was delivered by the Monitor at Toronto, ON on August 27, 2025.

DocuSigned by:

*Jeffrey Rosenberg*

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**FTI CONSULTING CANADA INC., solely in its capacity as Monitor of the Applicants, and not in its personal or corporate capacity**