

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

THE HONOURABLE)	FRIDAY, THE 18 TH
)	
JUSTICE J. DIETRICH)	DAY OF JULY, 2025

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

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

Applicants

ANCILLARY ORDER

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an order, among other things: (i) extending the stay of proceedings up to and including September 10, 2025; (ii) approving the third amendment to the DIP Facility (as defined herein); (iii) approving the First Report of FTI Consulting Canada Inc. in its capacity as court-appointed monitor (the "**Monitor**") of the Applicants dated May 27, 2025 (the "**First Report**"), the Supplement to the First Report of the Monitor dated May 28, 2025 (the "**Supplement**"), the Second Report of the Monitor dated June 27, 2025 (the "**Second Report**"), and the Third Report of the Monitor (the "**Third Report**"), dated July 16, 2025; and (iv) approving the fees and disbursements of the Monitor pursuant to the fee affidavit of Jeffrey Rosenberg affirmed July 16, 2025 (the "**FTI Fee Affidavit**") appended to the Third Report and the fees and disbursements of the Monitor's counsel, Stikeman Elliott LLP,

pursuant to the fee affidavit of Maria Konyukhova affirmed July 16, 2025 (the “**Stikeman Fee Affidavit**”) appended to the Third Report; was heard this day by videoconference.

ON READING the Affidavit of Andrew Hustrulid sworn July 14, 2025, and the exhibits thereto, the Third Report, and the Supplement to the Third Report of the Monitor dated July 17, 2025 and on being advised that the secured creditors 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 affidavit of service of Levi Rivers sworn July 18, 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**”).

STAY OF PROCEEDINGS

3. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 15 of the Initial Order) be and hereby is extended up to and including September 10, 2025.

AMENDED DIP FACILITY

4. **THIS COURT ORDERS** that the Applicants (or the Monitor on behalf of the Applicants) are hereby authorized and empowered to enter into the Third Amendment to the Amended and Restated DIP Facility Loan Agreement made between the Applicants and RBC (in its capacity as

lender, the “**DIP Lender**”) dated as of July 17, 2025 attached as **Appendix “A”** to the Second Supplement (the “**Third Amendment**”).

5. **THIS COURT ORDERS** that paragraph 36 of the Initial Order shall be deleted and replaced with the following:

36. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility (the “**DIP Facility**”) from the Royal Bank of Canada (the “**DIP Lender**”) in order to finance the Applicants’ working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$4,641,000 in the aggregate unless permitted by further Order of this Court.

6. **THIS COURT ORDERS** that paragraph 37 of the Initial Order shall be deleted and replaced with the following:

37. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the amended and restated commitment letter between the Applicants and the DIP Lender dated as of May 9, 2025 and attached as Appendix “A” to the Supplemental Report (the “**Commitment Letter**”, as amended by the First Amendment to the Amended and Restated DIP Facility Loan Agreement dated as of May 28, 2025, the Second Amendment to the Amended and Restated DIP Facility Loan Agreement dated as of June 25, 2025, and the Third Amendment to the Amended and Restated DIP Facility Loan Agreement dated as of July 17, 2025).

7. **THIS COURT ORDERS** that paragraph 42 of the Initial Order shall be deleted and replaced with the following:

42. **THIS COURT ORDERS** that the priorities of the Administration Charge and the DIP Lender's Charge (together, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$350,000); and

Second – DIP Lender's Charge (to the maximum principal amount of \$4,641,000 plus interest, fees, and costs).

APPROVAL OF THE MONITOR'S PROFESSIONAL FEES AND ACTIVITIES

8. **THIS COURT ORDERS** that the activities of the Monitor described in the First Report, Supplement, Second Report, and Third Report are hereby approved, provided, however, that only the Monitor in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

9. **THIS COURT ORDERS** the fees and disbursements of the Monitor, for the period from May 1, 2025 to June 30, 2025 in the total amount of \$650,095.79 - which is comprised of \$575,306.00 in fees and disbursements plus HST of \$74,789.79 - as set out in the Third Report and the FTI Fee Affidavit attached as Appendix "A" to the Third Report, be and are hereby approved.


10. **THIS COURT ORDERS** that the fees and disbursements of the Monitor's counsel, Stikeman Elliott LLP, for the period from May 5, 2025 to July 11, 2025 in the total amount of \$692,740.94 - which is comprised of \$613,137.46 in fees and disbursements plus HST of

\$79,603.48 - as set out in the Third Report and the Stikeman Fee Affidavit attached as Appendix "B" to the Third Report, be and are hereby approved.

GENERAL

11. **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.

12. **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.



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*

ANCILLARY ORDER

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