

**FTI Consulting Canada Inc.**  
1000, Sherbrooke Street West  
Suite 915  
Montréal, QC, H3A 3G4  
Canada

Tel.:514-446-5093  
Fax:514-656-0285  
www.fticonsulting.com

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL  
COURT N°:500-11-065405-256

SUPERIOR COURT  
Commercial Division

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

**9541-1906 QUEBEC INC.  
(FORMER PELICAN INTERNATIONAL INC.)**

-and-

**PELICAN US TOPCO LLC**

-and-

**9541-1906 INC.  
(FORMER CONFLUENCE OUTDOOR INC.)**

Debtors

-and-

**FTI CONSULTING CANADA INC.**

Monitor

---

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

---

## INTRODUCTION AND PROCEDURAL HISTORY

1. On February 28, 2025, 9541-1906 Quebec Inc. (then known as Pelican International Inc.) (“**Pelican**”) filed a Notice of Intention to Make a Proposal under the relevant provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, (“**NOI Proceedings**”), and KPMG Inc. was appointed as the proposal trustee in the NOI Proceedings.
2. On March 18, 2025, National Bank of Canada (“**NBC**”), as administrative agent, collateral agent and hypothecary representative, of a syndicated secure loan advanced by NBC, Bank of Montreal, Fédération des Caisses Desjardins du Québec and the Toronto-Dominion Bank (collectively the “**Lenders**”), filed an application entitled *Application for the Issuance of an Initial Order, an Amended and Restated Initial Order and a Sale and Investment Solicitation Process Order* (the “**Initial Application**”) before this honourable Court (the “**Court**”) to commence proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the “**CCAA**”) seeking the issuance of an initial order declaring that Pelican, Pelican US Topco LLC. (“**Pelican Topco**” or the “**Seller**”) and 9541-1906 Inc. (then known as Confluence Outdoor Inc.) (“**Confluence**” and, together with Pelican and Pelican Topco, the “**Debtors**”) are debtor companies subject to the CCAA, providing a stay of proceedings in respect of the Debtors, appointing FTI Consulting Canada Inc. (“**FTI**” or the “**Monitor**”) as monitor to the Debtors as well as various other relief (the “**CCAA Proceedings**”).
3. On March 18, 2025, FTI, then in its capacity as proposed monitor, issued its pre-filing report to the Court (the “**Pre-Filing Report**”) as part of these CCAA Proceedings. The purpose of the Pre-Filing Report was to provide the Court with information regarding the Debtors’ financial situation and the relief sought by the Lenders as part of the Initial Application, and, more specifically, as part of the proposed initial order.
4. On March 19, 2025, the Court issued the order sought by the Initial Application and rendered an order (the “**Initial Order**”), which provides for, *inter alia* (i) a stay of proceedings against the Debtors, their properties and their directors and officers until and including March 28, 2025; (ii) the appointment of FTI as monitor to the Debtors in the context of the CCAA Proceedings; (iii) the approval of an interim financing facility up to \$4,000,000 entered into between the Lenders (in such capacity, the “**Interim Lenders**”), and the Debtors, as borrowers (the “**Interim Financing**”), to be secured by an “**Interim Lender’s Charge**” of \$4,800,000; (iv) the approval of the key employee retention plan (the “**KERP**”) to be secured by a charge in the amount of \$495,000 (the “**KERP Charge**”); (v) the establishment of an administration charge of \$1,000,000; and (vi) the establishment of a directors’ and officers’ charge (the “**D&O Charge**”) in the amount of \$1,300,000.
5. On March 19, 2025, the Court also issued a sale and investment solicitation process order (the “**SISP Order**”) thereby, *inter alia*, approving the conduct by the Monitor of a sale and investment solicitation process with respect to the Pelican and Confluence business, the whole in accordance with the procedures annexed to the SISP Order.
6. On March 21, 2025, the United States Bankruptcy Court District of South Carolina (the “**US Court**”) granted a provisional relief pursuant to section 1519 of the United States Bankruptcy Code (the “**Chapter 15 Proceedings**”).
7. On March 28, 2025, the Court granted an *Amended and Restated Initial Order* (“**ARIO**”), which provides for, *inter alia* (i) a stay of proceedings against the Debtors, their properties and their directors and officers until and including April 28, 2025 (the “**Stay Period**”); (ii) the increase of the Interim Financing by an additional amount of \$2,800,000 for a total amount of \$6,800,000, to be secured by an Interim Lender’s Charge of \$8,160,000; and (iii) the reduction of the D&O Charge to \$900,000.

8. On March 28, 2025, the Court also ordered Overseas Express Consolidators (Canada) Inc. ("**OEC**") to remit to the Debtors the goods withheld by OEC in exchange for the payment of the sums due in respect of the relevant containers. OEC was asserting an alleged right of retention over certain containers as a result of certain unpaid pre-filing arrears. Without prejudice to the parties' rights, the Court deferred the determination of any such retention right to a subsequent hearing to occur prior to a distribution to the Debtors' creditors.
9. On April 15, 2025, the US Court granted an order (i) recognizing the CCAA Proceedings as the foreign main proceeding; (ii) recognizing the foreign representative; (iii) recognizing the Initial Order, the ARIO and the SISP Order; and (iv) granting related relief.
10. On April 23, 2025, the Monitor filed an *Application for the Issuance of an Approval, Vesting and Assignment Order and Ancillary Relief* in respect of the Pelican and Confluence business.
11. On April 28, 2025, the Court issued an *Approval, Vesting and Assignment Order* in respect of the Pelican and Confluence business (the "**GM AVO**"), pursuant to the provisions of the CCAA, thereby approving an Asset Purchase Agreement dated April 23, 2025, between Pelican International Inc. and Confluence as vendors, 9539-5893 Quebec Inc., as purchaser, and Groupe Mach Acquisition Inc., as a guarantor of the purchaser (the "**Mach Transaction**").
12. That same date, the Court issued a stay extension order thereby extending the Stay Period until August 11, 2025.
13. On May 10, 2025, the Monitor served and filed with this Court the *Certificate of the Monitor* confirming the closing of the Mach Transaction.
14. On June 11, 2025, the GM AVO was recognized by the US Court in the context of Chapter 15 Proceedings.
15. On August 6, 2025, the Monitor filed an *Application for a Second Amended and Restated Initial Order and a Distribution Order* (the "**Second ARIO and Distribution Order**").
16. On August 11, 2025, the Court issued the Second ARIO and Distribution Order pursuant to the CCAA, which provided for, *inter alia*, the following relief:
  - the distribution, in priority to any payment to the Lenders, of approximately \$110,000 to certain of the Debtors' employees in respect of priority amounts owing to them for unpaid vacation pay and bonuses accumulated in the six (6) month period preceding the filing of the NOI Proceedings, in accordance with section 36(7) of the CCAA;
  - the distribution of \$35,500,000 from the proceeds of the Mach Transaction to NBC, in its capacity as administrative agent, in partial repayment of the amounts owing to the Lenders;
  - the withholding of \$257,946 from the proceeds of the Mach Transaction in order to secure the alleged right asserted by OEC against the Debtors, including any alleged right of retention for pre or post filing debts (the "**OEC Reserve**");
  - authorizing the Monitor to retain the OEC Reserve *in trust* until a settlement is reached between the Debtors and OEC or until further order of the Court;

- terminating, discharging and releasing certain CCAA Charges (as defined in the ARIO);
  - extending the Stay Period until November 30, 2025.
17. On November 25, 2025, the Court issued a Stay Extension Order, extending the Stay Period until December 19, 2025.
18. On December 12, 2025, the Court issued a Stay Extension Order, further extending the Stay Period until May 29, 2026 (the “**December Stay Extension Order**”).
19. This sixth report of the Monitor (the “**Sixth Report**”) is submitted to the Court in support of the Monitor’s *Application for the Issuance of an Approval, Vesting and Distribution Order and Ancillary Relief* (the “**Application**”) thereby seeking, *inter alia*, the issuance of an approval, vesting and distribution order (the “**AVO**”), notably authorizing the execution by the Monitor, for and on behalf of Pelican Topco, of an agreement entitled Unit Purchase Agreement (the “**UPA**”) between Pelican Topco, as vendor, and GSI IDK Holdco, Inc., as purchaser, for the purchase and sale of the Purchased Units (as defined below) of GSI Outdoors LLC (“**GSI**”).
20. The Sixth Report is divided as follows:
- The Monitor’s activities since the issuance of the Fifth Report;
  - The Debtors’ cash flow results for the period ended April 12, 2026;
  - The Debtor’s weekly cash flow projections for the period ending on August 30, 2026;
  - The conduct of the GSI SISP;
  - The description of the GSI proposed transaction (“**Proposed Transaction**”);
  - The Monitor’s observations and recommendations with respect to the Proposed Transaction;
  - The second proposed interim distribution to the Lenders;
  - The application for the termination, release and discharge of the D&O Charge;
  - The application for an extension of the Stay Period;
  - The Monitor’s conclusions and recommendations on the relief sought.
21. The Sixth Report should be read in conjunction with the First, Second, Third, Fourth and Fifth Reports.

#### **TERMS OF REFERENCE**

22. In preparing this Sixth Report, the Monitor has relied upon unaudited financial information of the Debtors, the Debtors’ books and records, certain financial information prepared by the Debtors and discussions with various parties (the “**Information**”).
23. Except as otherwise described in this Sixth 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 financial forecasts and projections referred to in this Sixth Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
24. The Monitor has prepared this Sixth Report solely for the purpose of providing the Court with information in relation to the relief sought by the Debtors, and this Sixth Report should not be relied upon for any other purpose.
  25. Future oriented financial information reported in or relied upon in preparing this Sixth Report is based on assumptions regarding future events; actual results may vary from forecasts, and such variations may be material.
  26. Unless otherwise stated, all monetary amounts contained herein are expressed in **Canadian Dollars**. Capitalized terms not otherwise defined herein have the meanings given to them in the previous reports, or in the Initial Application, in the ARIO, the Second ARIO applications, and the Application.

#### **THE MONITOR'S ACTIVITIES SINCE THE ISSUANCE OF THE FIFTH REPORT**

27. Since the last hearing, the Monitor posted a copy of the Fifth Report and the December Stay Extension Order on its Website.
28. The Monitor continued to oversee the Debtors' receipts and disbursements regularly and held regular meetings with the management of GSI regarding operations.
29. The Monitor responded to inquiries from the Debtors' creditors and former employees regarding the restructuring process and the CCAA Proceedings.
30. The Monitor continued negotiations with bidders, selected a successful bidder, and finalized the definitive documentation in connection with the GSI SISP, the whole as further detailed below.
31. The Monitor also held numerous discussions with the Lenders regarding next steps and the anticipated orderly wind-down of the CCAA Proceedings following the completion of the GSI SISP.

#### **THE DEBTORS' CASH FLOW RESULTS FOR THE PERIOD ENDED APRIL 12, 2026**

32. Appendix B of the Fifth Report set out the Debtors' cash flow projections for the period ending May 30, 2026 (the "**December CF Forecast**").
33. The Debtors' actual cash flow for the 19-week period ended April 12, 2026, is compared to the December CF Forecast in the table attached hereto as **Appendix A**.
34. The Debtors' closing cash balance as of April 12, 2026, was \$4.7M, which constitutes a positive variance of \$643K. The Monitor has the following comments regarding the key elements of the Debtors' cash flow to April 12, 2026:
  - (a) Net receipts were \$82K higher than projected. This positive variance is mainly due to the collection of a GST/QST refund.
  - (b) Net disbursements were approximately \$561K lower than projected, primarily due to:

- (i) Professional fees were \$599K lower than projected. This positive variance is mainly due to timing caused by the delayed GSI transaction;
  - (ii) The remaining balance is mainly attributable to a foreign exchange loss of \$32K.
- (c) As of the date of this Sixth Report, all post-filing expenses incurred by the Debtors have been or will be paid in the normal course of business out of the proceeds under the Monitor’s control.

**THE DEBTORS’ WEEKLY CASH FLOW PROJECTIONS FOR THE PERIOD ENDING ON AUGUST 30, 2026**

35. To determine the Debtors’ post-closing cash flow and ongoing financing requirements during these CCAA Proceedings, the Monitor prepared the weekly cash flow forecast (the “**April CF Forecast**”) for the 20-week period ending on August 30, 2026 (the “**Cash Flow Period**”). The April CF Forecast reflects the fees and expenses related to the ongoing CCAA Proceedings including any potential post-closing matters in relation to the Proposed Transaction. A copy of the April CF Forecast is attached as **Appendix B** to this Sixth Report.
36. All fees and expenses related to the CCAA Proceedings during the Cash Flow Period will be paid from the cash on hand, which is mainly composed of the undistributed proceeds collected from the Mach Transaction. These expenses will not be paid from the proceeds of the Proposed Transaction should the Court issue the AVO sought in the Application, and the U.S. Court issue an order recognizing the AVO in the Chapter 15 Proceedings.
37. The cash balance as at April 12, 2026, represents the aggregate cash held by the Monitor.
38. The April CF Forecast shows a net cash outflow of approximately \$998K for the Cash Flow Period, as summarized below:

\$CAD in thousands	Total
<b>Receipts</b>	<b>15.9</b>
<b>Disbursements</b>	
Professional fees	1,014.2
<b>Total disbursements</b>	<b>1,014.2</b>
<b>Net cash variation</b>	<b>(998.3)</b>
<b>Cash balance at beginning</b>	4,738.2
Net cash variation	(998.3)
<b>Cash balance at end</b>	<b>3,739.9</b>

39. The Monitor's review consisted of inquiries, analytical procedures and discussion related to information supplied by certain former Management and employees of the Debtors and GSI. Since hypothetical assumptions need to be supported, the Monitor's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the April CF Forecast.
40. Based on its review, nothing has come to the attention of the Monitor that causes it to believe that, in all material respects:
  - (a) The hypothetical assumptions are not consistent with the purpose of the April CF Forecast;
  - (b) As at the date of this Sixth Report, the April CF Forecast does not reflect the probable and hypothetical assumptions.
41. Since the April CF Forecast is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, the Monitor expresses no assurance as to whether the April CF Forecast will be achieved.
42. The April CF Forecast has been prepared solely for the purpose described in Note A on the face of the April CF Forecast and readers are cautioned that it may not be appropriate for other purposes.

#### **THE CONDUCT OF THE GSI SISP**

43. Following the closing of the Mach Transaction, the Debtors' only significant remaining asset was the 85% equity interest (the units) in GSI held by Pelican Topco (the "**Purchased Units**"). The remaining 15% equity interest in GSI is held by GSI Holdco, a non-debtor related party to the Debtors.
44. As previously reported to the Court, on August 13, 2025, the Monitor, the Lenders and the Debtors, with the assistance of FTI Capital Advisors – Canada ULC ("**FTICA**"), entered into a sale process agreement with GSI IDK Holdco, Inc. ("**GSI Holdco**") in respect of GSI.
45. As provided for thereunder, a sale and investment solicitation process for the business, operations and assets of GSI ("**GSI SISP**") was launched and conducted by FTICA, with the assistance of the Monitor.
46. To ensure the integrity and fairness of the process, GSI retained independent U.S. legal advisors, McDonald Hopkins LLC, to provide guidance in connection with the GSI SISP.
47. Given GSI Holdco's declared interest in participating in the GSI SISP, appropriate safeguards were put in place to ensure the integrity and fairness of the GSI SISP, including the following:
  - (a) FTICA was present for all discussions between GSI's management (including Ian and Donald Scott) and potential bidders;
  - (b) FTICA ensured that all potential bidders had access to information necessary to conduct due diligence in respect of GSI; and
  - (c) FTICA ensured that Ian and Dan Scott were not provided any information regarding bids received in Phase 1 or 2 of the GSI SISP (including information relating to the values and structures put forward in such bids).

48. The GSI SISP proceeded according to the following timeline, which was subject to the discretion of FTICA / the Monitor / the Lenders:

Event	Date
<b>Phase I</b>	
<b>1. Solicitation Letter</b> FTICA to distribute Solicitation Letter to potentially interested parties	Starting on August 21, 2025
<b>2. CIM and VDR</b> Monitor to prepare and have available for parties having executed the NDA (Potential Bidders) the CIM and VDR	By no later than August 28, 2025
<b>3. Phase I Qualified Bidders &amp; Bid Deadline</b> Phase I Bid Deadline (for delivery of non-binding LOIs by Phase I Qualified Bidders)	By no later than September 25, 2025, at 5:00 p.m. (prevailing Eastern Time)
<b>4. Phase I Qualified Bidders &amp; Bid Deadline</b> FTICA to notify each Phase I Qualified Bidder in writing as to whether its bid constituted a Phase I Satisfactory Bid	By no later than October 1, 2025, at 5:00 p.m. (prevailing Eastern Time)
<b>Phase II</b>	
<b>5. Phase II Bid Deadline &amp; Qualified Bidders</b> Phase II Bid Deadline (for delivery of Binding Offers by Phase II Qualified Bidders)	By no later than November 6, 2025, at 5:00 p.m. (prevailing Eastern Time)
<b>6. Selection of final Successful Bid(s)</b> Deadline for selection of final Successful Bid(s)	By no later than November 13, 2025, at 5:00 p.m. (prevailing Eastern Time)  Extended until November 17, 2025

49. As part of the GSI SISP, an extensive marketing and solicitation process was undertaken by FTICA, in consultation with the Monitor. The efforts undertaken as part of the GSI SISP are summarized below:

- (a) FTICA, with the assistance of the Monitor and in consultation with the Lenders, contacted 222 financial and strategic parties as potential bidders.
- (b) FTICA, in collaboration with the Monitor and in consultation with GSI's management, prepared and sent a "Teaser" and non-disclosure agreement ("NDA") to all potential bidders on or about August 21, 2025.
- (c) A confidential virtual data room ("VDR") was made available to potential bidders, that had executed an NDA.
- (d) 59 Potential bidders executed NDAs and were thereafter granted access to the VDR and provided with a confidential information memorandum. The remaining of the potential bidders either decided not to pursue the opportunity or did not respond despite efforts by FTICA to follow up.
- (e) On September 15, 2025, FTICA sent the potential bidders having executed an NDA the Phase I Process Letter.

- (f) Seven (7) non-binding letters of intent were submitted by the Phase I Bid Deadline of October 1, 2025. All parties having submitted a non-binding letter of intent were invited to participate in Phase II of the GSI SISP.
- (g) Phase II of the GSI SISP commenced on October 2, 2025.
- (h) On October 24, 2025, FTICA sent the Phase II Process Letter to each Phase II Qualified Bidder.
- (i) During Phase II of the GSI SISP, interested parties advanced their due diligence efforts, conducted site visits, and participated in management meetings with FTICA's support.
- (j) In accordance with the above timeline, binding offers were required to be submitted no later than November 6, 2025, at 5:00 p.m. (ET) (the "**Bid Deadline**").
- (k) On the Bid Deadline, FTICA received five (5) offers (the "**Phase II Offers**"). A **confidential** summary of these offers is attached as **Appendix C** (*under seal*).
- (l) Following receipt of the Phase II Offers, the Monitor, with the assistance of FTICA and in consultation with the Lenders, reviewed and evaluated each offer submitted.
- (m) On November 10, 2025, after completing an initial assessment of the Phase II Offers, FTICA, in consultation with the Monitor and the Lenders, requested that certain bidders submit revised and enhanced offers.
- (n) On November 13, 2025, FTICA informed all bidders who had submitted a Phase II Offer that the deadline for selecting one or more Successful Bid(s) had been extended to November 17, 2025.
- (o) Following receipt of the revised Phase II Offers, the Monitor, in consultation with FTICA and the Lenders, determined that it was in the best interest of all stakeholders to move forward and finalize the bid submitted by GSI Holdco (in such capacity, the "**Purchaser**"). As a result, the Monitor selected the Purchaser's revised Phase II Offer as the successful bid in the context of the GSI SISP.
- (p) On April 8, 2026, the Monitor, for and on behalf of the Seller, and GSI Holdco executed the UPA. The material terms of the UPA are further described below.

#### **DESCRIPTION OF THE GSI PROPOSED TRANSACTION**

- 50. The Proposed Transaction provides for the sale by Pelican Topco of the Purchased Units, free and clear of any liens and encumbrances.
- 51. As the Purchased Units are assets of Pelican Topco, the Proposed Transaction corresponds to an asset sale. Following the acquisition of the Purchased Units, the Purchaser will be the sole owner of all equity interests in GSI.
- 52. In the context of the closing of the Proposed Transaction, if approved by the Court, the Lenders will be releasing all security interests on the Purchased Units. GSI is not subject to the CCAA proceedings nor the object of any insolvency proceedings. Accordingly, GSI's business operations will continue in the normal course without any interruption or impairment whatsoever.

53. The UPA provides that the purchase price is equal to 85% of the sum of (i) USD \$12,500,000, plus (ii) the amount of cash in GSI as of the closing, minus (iii) closing indebtedness of GSI, minus the transaction expenses incurred by GSI in connection with the sale, subject to a working capital adjustment as set out below. The Monitor does not anticipate that the foregoing reductions will reduce the purchase price below 85% of USD \$12,500,000.
54. The UPA also provides for a USD \$500,000 holdback on account of a post-closing working capital adjustment. This amount will be held with an escrow agent for a period of approximately 90-120 days post-closing, depending on whether there are disputes regarding working capital, and then remitted to either the Seller or the Purchaser, as the case may be.
55. Closing of the Proposed Transaction pursuant to the UPA is not subject to any conditions, including any financing condition, other than the issuance by the Court of the approval, vesting and distribution order (the “AVO”) and, if issued, the recognition of the AVO in the Chapter 15 Proceedings.
56. Should the Court issue the AVO sought herein, and the U.S. Court issue an order recognizing the AVO in the Chapter 15 Proceedings, the Seller and the Purchaser will proceed to close the Proposed Transaction in the briefest delays thereafter.

#### **THE MONITOR’S OBSERVATIONS AND RECOMMENDATIONS WITH RESPECT OF THE PROPOSED TRANSACTION**

##### **A. The effects of the Proposed Transaction on the Debtors’ Creditors and Other Stakeholders**

57. The Monitor believes that the Proposed Transaction is the best alternative in the circumstances and should be approved by the Court for the following reasons:
  - a) The Proposed Transaction is the result of the GSI SISP in which the market was broadly canvassed through a fair, transparent and robust process;
  - b) The consideration payable by the Purchaser as part of the Proposed Transaction represents the best financial recovery available for stakeholders in the circumstances, thereby allowing the Debtors’ secured creditors to maximize their respective recoveries;
  - c) The Proposed Transaction does not have any financing or due diligence conditions and is subject only to Canadian and U.S. court approval;
  - d) The Proposed Transaction will be beneficial to the Debtors’ stakeholders as it will allow GSI’s business operations to continue in the normal course without any interruption or impairment whatsoever and without the termination of any of GSI’s employees;
  - e) The Lenders were consulted throughout the GSI SISP and support the Proposed Transaction.

##### **B. Reasonableness of the SISP**

58. The GSI SISP was conducted in a manner akin to the sale and investment solicitation process conducted with respect to the Pelican and Confluence businesses, which were approved by the Court.
59. The GSI SISP was conducted by FTICA, with the assistance of the Monitor and in consultation with the Lenders.

60. Based on the foregoing, the Monitor is of the opinion that the GSI SISP (including its milestones and timeline) was reasonable in the circumstances.
61. The Monitor is of the view that the market was canvassed adequately and extensively through the GSI SISP during the CCAA Proceedings.

**C. The Monitor's Recommendation with respect to the Proposed Transaction**

62. At the conclusion of the GSI SISP, the Monitor, in consultation with FTICA and the Lenders, determined that the Proposed Transaction was the best option available in the circumstances.
63. The Monitor is further of the view that:
  - (a) The aggregate consideration provided for under the UPA is fair and reasonable in the circumstances as it has been established via a GSI SISP, which is the best available indicator of the market value of GSI's business and assets, and it is superior to the cash consideration that would be received under any other offer received in the context of the SISP; and
  - (b) There is no evidence to suggest that any viable alternative exists that would deliver a better outcome for the Debtors' creditors and other stakeholders.
64. In fact, the Monitor has considered whether the Proposed Transaction would be more beneficial to the Debtors' creditors and other interested parties generally than compared to alternative scenarios, such as a sale, liquidation and/or disposition of assets in bankruptcy. In this case, given that the assets in question are the units in GSI, the Monitor is of the opinion that the results of the GSI SISP are sufficient to constitute the liquidation analysis of said assets. Indeed, the results of the GSI SISP determined the current market value of the units, whether they are sold in a restructuring or a formal bankruptcy process.
65. The Monitor believes that the Proposed Transaction is consistent with the statutory requirements of section 36 of the CCAA.
66. Based on the foregoing, the Monitor considers that the approval of the Proposed Transaction on the terms set forth in the UPA is in the best interests of the stakeholders generally and respectfully requests that the Court issue the AVO accordingly.

**SECOND PROPOSED INTERIM DISTRIBUTION TO THE SECURED CREDITORS**

67. The Monitor is seeking the Court's authorization to distribute the amount of \$17.5M from the funds held by the Monitor resulting from the Mach Transaction and the Proposed Transaction (collectively, the "**Collected Amount**") to NBC, in its capacity as administrative agent, in partial repayment of amounts owing to the Lenders.
68. As of April 10, 2026, the Debtors owed the Lenders an amount in excess of \$102M under the credit agreement, subject to adjustment, interest and fees.
69. After considering the amount due to the Lenders and their first ranking security interest, the Monitor is of the view that the second proposed interim distribution will not prejudice the interests of unsecured creditors.

## **TERMINATION, RELEASE AND DISCHARGE OF THE D&O CHARGE**

70. Following closing of the Mach Transaction, the Debtors ceased to have any employees and all of their directors resigned.
71. As a result, the Monitor is of the view that the D&O Charge is no longer necessary in the circumstances and should be terminated and discharged.

## **EXTENSION OF THE STAY PERIOD**

72. The Monitor is seeking to extend the Stay Period to August 28, 2026, which will provide additional time to notably:
  - (a) If approved by the Court, seek recognition of the Proposed Transaction by the U.S. Bankruptcy Court in the context of the Debtors' Chapter 15 Proceedings;
  - (b) Complete the Proposed Transaction;
  - (c) Proceed with a distribution following the closing of the Proposed Transaction; and
  - (d) Conduct the orderly wind-down of the CCAA Proceedings.
73. Consequently, the Monitor requires additional time to accomplish certain remaining actions to effectuate the orderly wind-down of the Debtors' affairs, the whole in the best interest of all stakeholders.
74. Accordingly, the Monitor submits that the requested extension of the Stay Period up to and until August 28, 2026, is appropriate and necessary in the circumstances.
75. As previously noted, based on the April CF Forecast, the Monitor is of the view that the Debtors will have sufficient cash to meet their obligations during the extended Stay Period.
76. In light of these considerations, the Monitor respectfully submits that an extension of the Stay Period is justified in the circumstances and recommends that the Court grant an order extending the Stay Period until and including August 28, 2026, with the possibility of further extensions as the Court may deem appropriate.

**THE MONITOR'S CONCLUSIONS AND RECOMMENDATIONS ON THE RELIEF SOUGHT**

77. The Monitor is of the view that the relief sought in the Application is appropriate and necessary to allow the Monitor to pursue the restructuring initiatives for the benefit of all stakeholders.

DATED AT MONTREAL, this 13<sup>th</sup> day of April 2026

**FTI Consulting Canada Inc.**  
In its capacity as Monitor of the Debtors



---

Martin Franco, CPA, CIRP, LIT  
Senior Managing Director

## Appendix A

Pelican International Inc., Pelican US Topco LLC & Confluence Outdoor Inc. Budget to Actual in thousands of \$CAD	For the 19-week period ended April 12, 2026		
	Actual \$	Budget \$	Variance \$
<b>Receipts</b>			
Interest	26	37	(11)
GST/QST Reimbursement	83	-	83
Other	10	-	10
<b>Total receipts</b>	<b>119</b>	<b>37</b>	<b>82</b>
<b>Disbursements</b>			
Professional fees	410	917	507
Professional fees - GSI	189	281	92
Employees priority claim	4	-	(4)
Bank Fees	2	-	(2)
Foreign exchange loss (gain)	32	-	(32)
<b>Total disbursements</b>	<b>637</b>	<b>1,198</b>	<b>561</b>
<b>Net cash variance</b>	<b>(518)</b>	<b>(1,161)</b>	<b>643</b>
Cash balance at beginning	5,256	5,256	-
<b>Cash balance at end</b>	<b>4,738</b>	<b>4,095</b>	<b>643</b>

## Appendix B

Pelican International Inc. - Consolidated

CCAA CFF

in thousands of \$CAD

Week #	1	2	3	4	5	6	7	8	9	10
Week starting	Apr.13/ 26	Apr.20/ 26	Apr.27/ 26	May.4/ 26	May.11/ 26	May.18/ 26	May.25/ 26	Jun.1/ 26	Jun.8/ 26	Jun.15/ 26
Week ending	Apr.19/ 26	Apr.26/ 26	May.3/ 26	May.10/ 26	May.17/ 26	May.24/ 26	May.31/ 26	Jun.7/ 26	Jun.14/ 26	Jun.21/ 26
<i>Receipts</i>										
Interest	-	-	-	4.6	-	-	-	3.1	-	-
<b>Total receipts</b>	-	-	-	<b>4.6</b>	-	-	-	<b>3.1</b>	-	-
<i>Disbursements</i>										
Professional fees	-	-	214.7	329.8	190.2	162.0	19.4	14.6	14.3	6.4
<b>Total disbursements</b>	-	-	<b>214.7</b>	<b>329.8</b>	<b>190.2</b>	<b>162.0</b>	<b>19.4</b>	<b>14.6</b>	<b>14.3</b>	<b>6.4</b>
<b>Net cashflow</b>	-	-	<b>(214.7)</b>	<b>(325.2)</b>	<b>(190.2)</b>	<b>(162.0)</b>	<b>(19.4)</b>	<b>(11.5)</b>	<b>(14.3)</b>	<b>(6.4)</b>
Cash balance at beginning	4,738.2	4,738.2	4,738.2	4,523.5	4,198.3	4,008.1	3,846.1	3,826.7	3,815.2	3,800.9
<b>Cash balance at end</b>	<b>4,738.2</b>	<b>4,738.2</b>	<b>4,523.5</b>	<b>4,198.3</b>	<b>4,008.1</b>	<b>3,846.1</b>	<b>3,826.7</b>	<b>3,815.2</b>	<b>3,800.9</b>	<b>3,794.5</b>

Pelican International Inc. - Consolidated

CCAA CFF

in thousands of \$CAD

Week #	11	12	13	14	15	16	17	18	19	20	20 weeks Total
Week starting	Jun.22/ 26	Jun.29/ 26	Jul.6/ 26	Jul.13/ 26	Jul.20/ 26	Jul.27/ 26	Aug.3/ 26	Aug.10/ 26	Aug.17/ 26	Aug.24/ 26	
Week ending	Jun.28/ 26	Jul.5/ 26	Jul.12/ 26	Jul.19/ 26	Jul.26/ 26	Aug.2/ 26	Aug.9/ 26	Aug.16/ 26	Aug.23/ 26	Aug.30/ 26	
<i>Receipts</i>											
Interest	-	2.8	-	-	-	2.7	-	-	-	2.7	15.9
<b>Total receipts</b>	-	<b>2.8</b>	-	-	-	<b>2.7</b>	-	-	-	<b>2.7</b>	<b>15.9</b>
<i>Disbursements</i>											
Professional fees	6.4	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.0	1,014.2
<b>Total disbursements</b>	<b>6.4</b>	<b>6.3</b>	<b>6.3</b>	<b>6.3</b>	<b>6.3</b>	<b>6.3</b>	<b>6.3</b>	<b>6.3</b>	<b>6.3</b>	<b>6.0</b>	<b>1,014.2</b>
<b>Net cashflow</b>	<b>(6.4)</b>	<b>(3.5)</b>	<b>(6.3)</b>	<b>(6.3)</b>	<b>(6.3)</b>	<b>(3.6)</b>	<b>(6.3)</b>	<b>(6.3)</b>	<b>(6.3)</b>	<b>(3.3)</b>	<b>(998.3)</b>
Cash balance at beginning	3,794.5	3,788.1	3,784.6	3,778.3	3,772.0	3,765.7	3,762.1	3,755.8	3,749.5	3,743.2	4,738.2
<b>Cash balance at end</b>	<b>3,788.1</b>	<b>3,784.6</b>	<b>3,778.3</b>	<b>3,772.0</b>	<b>3,765.7</b>	<b>3,762.1</b>	<b>3,755.8</b>	<b>3,749.5</b>	<b>3,743.2</b>	<b>3,739.9</b>	<b>3,739.9</b>

## APPENDIX B

### NOTE A – PURPOSE

The purpose of this cash-flow projection is to determine the liquidity requirements of the Debtors during the Stay Period.

### NOTE B - GENERAL

The April CF Forecast has been prepared by the Monitor using probable and hypothetical assumptions set out in the notes to the April CF Forecast.

The Monitor's review of the April CF Forecast consisted of inquiries, analytical procedures and discussions related to information supplied. Since the hypothetical assumptions need not be supported, the Monitor's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the April CF Forecast.

### NOTE C - DEFINITIONS

#### (1) CASH-FLOW FORECAST:

In respect of a Company, means a statement indicating, on a weekly basis (or such other basis as is appropriate in the circumstances), the projected cash-flow of the Company as defined in section 2(1) of the Act based on Probable and Hypothetical Assumptions that reflect the Debtors planned course of action for the period covered.

#### (2) HYPOTHETICAL ASSUMPTIONS:

Means assumptions with respect to a set of economic conditions or courses of action that are not necessarily the most probable in the Debtors' judgment but are consistent with the purpose of the April CF Forecast.

#### (3) PROBABLE ASSUMPTIONS:

Means assumptions that:

- (i) The Debtors believe reflect the most probable set of economic conditions and planned courses of action, Suitably Supported that are consistent with the plans of the Debtors; and
- (ii) Provide a reasonable basis for the April CF Forecast.

#### (4) SUITABLY SUPPORTED:

Means that the Assumptions are based on either one or more of the following factors:

- (i) The past performance of the Debtors;
- (ii) The performance of other industry/market participants engaged in similar activities as the Debtors;
- (iii) Feasibility studies;
- (iv) Marketing studies; or
- (v) Any other reliable source of information that provides objective corroboration of the reasonableness of the Assumptions.

The extent of detailed information supporting each Assumption, and an assessment as to the reasonableness of each Assumption, will vary according to circumstances and will be influenced by factors such as the significance of the Assumption and the availability and quality of the supporting information.

**NOTE C – ASSUMPTIONS**

<b>Assumptions</b>	<b>Source</b>	<b>Probable Assumption</b>	<b>Hypothetical Assumption</b>
<b><u>Cash balance at beginning</u></b>	Based on current bank balances.	X	
<b><u>Forecast cash receipts</u></b>			
Interest	Based on the latest interest rate and the forecasted reserve account balance.		X
<b><u>Forecast cash disbursements</u></b>			
Professional fees	Monitor’s estimate of professional fees to be incurred during the forecasted period for the monitor, the monitor’s legal counsels, the GSI SISP Advisor, and the Applicant’s legal counsel. Please note that the professional fees in relation with the GSI SISP will be assumed by GSI either from their current liquidity or out of the sale proceeds.		X

**Appendix C**

**(Under seal)**