2026 Hfx No. 551716

**SUPREME COURT OF NOVA SCOTIA**

**IN THE MATTER OF:** **The *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "CCAA")**

**AND IN THE MATTER OF:** **A Plan of Compromise or Arrangement of CFFI Ventures Inc. (the "Applicant")**

# ENHANCED POWERS ORDER

**BEFORE THE HONOURABLE JUSTICE JOHN A. KEITH IN CHAMBERS:**

**UPON MOTION** of FTI Consulting Canada Inc. ("**FTI**"), in its capacity as Court-appointed Monitor of the Applicant (the "**Monitor**"), for an Order:

(a) enhancing the Monitor's powers and authority, and

(b) approving the fees and disbursements of the Monitor and its counsel, and the activities of the Monitor,

**UPON READING** the Notice of Motion, the Fifth Report of the Monitor dated August 25, 2026 (the "**Fifth Report**"), and such other materials as were filed with the Court in this proceeding;

**AND UPON HEARING** the submissions of counsel for the Monitor, counsel for the Applicant, and such other counsel as attended and wished to be heard;

**NOW UPON MOTION**:

**IT IS HEREBY ORDERED THAT:**

## SERVICE

1. The service of the notice of motion in chambers and the supporting documents, as set out in the affidavit of service filed with the Court, is hereby deemed adequate notice, such that the motion is properly returnable today, and further service thereof is hereby dispensed with.

**DEFINITIONS**

2. All capitalized terms used in this Order and not defined herein shall have the meanings ascribed to them in the Amended and Restated Initial Order of this Court dated March 23, 2026 (the "**ARIO**") or the Fifth Report, as applicable.

**ENHANCED MONITOR POWERS**

3. In addition to the powers and duties of the Monitor set out in the ARIO or any other Order of this Court granted in this CCAA Proceeding, the CCAA and applicable law, and without in any way altering the obligations of the Applicant in this CCAA Proceeding, including the Applicant's obligations under the APA and the Transaction, effective upon the Closing Time (as defined in the APA), the Monitor is hereby authorized and empowered, but not required, to:

   a. exercise any powers which may be properly exercised by a board of directors of the Applicant;

   b. exercise, or cause the Applicant to exercise any shareholder, partnership, joint venture or other rights which the Applicant may have, including the right to elect or to cause the election or removal of any of the directors of the Applicant's subsidiaries;

   c. cause the Applicant to terminate employees;

   d. cause the Applicant to exercise rights under and observe its obligations under paragraphs 6, 7, 8, 9, 10, and 11 of the ARIO;

   e. cause the Applicant to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Applicant in dealing with the Property;

   f. cause the Applicant to administer the Property and operations of the Applicant, including the control of receipts and disbursements, as the Monitor considers necessary or desirable for the purposes of completing any transaction, or for purposes of facilitating a Plan or Plans for the Applicant, or parts of the Business;

   g. take any and all actions and steps, and execute all documents and writings, on behalf of, and in the name of the Applicant to facilitate the performance of any ongoing obligations of the Applicant and to carry out the Monitor's duties under this Order or any other Order of this Court in this CCAA Proceeding;

   h. propose or cause the Applicant to propose one or more Plans in respect of the Applicant;

i. cause the Applicant to engage the services of any person as an employee, consultant, appraiser, agent, expert, auditor, accountant, manager, counsel, and such other persons from time to time and on whatever basis, including on a temporary basis, all under the supervision and direction of the Monitor and on the terms as agreed with the Monitor;

j. apply to this Court for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court including for advice and directions with respect to any matter, and including any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers;

k. engage, deal, communicate, negotiate, agree and settle with any creditor or other stakeholder of the Applicant in the name of or on behalf of the Applicant;

l. claim or cause the Applicant to claim any and all insurance refunds or tax refunds, including refunds of harmonized sales taxes, to which the Applicant is entitled;

m. file, or take such actions necessary for the preparation and filing of, on behalf of and in the name of the Applicant, (i) any tax returns, and (ii) the Applicant's employee-related remittances, T4 statements and records of employment for the Applicant's former employees, in either case, based solely upon the information in the books and records and on the basis that the Monitor shall incur no liability or obligation to any person with respect to such returns, remittances, statements, records or other documents;

n. initiate, manage and direct, or cause the Applicant to initiate, manage and direct, all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Applicant, the Property, or the Business, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;

o. act as an authorized representative of the Applicant in respect of dealings with any taxing, regulatory or governmental authority, including the Canada Revenue Agency, and consult with such authority, or cause the Applicant to consult with such authority, with respect to any issues arising in respect of this CCAA Proceeding;

p. meet and consult with the directors of the Applicant as the Monitor deems necessary or appropriate;

q. execute or cause the Applicant to execute administrative filings as may be required on behalf of the Applicant;

r. assist the Applicant in its preparation of the cash flow statements;

s. have access to all books and records that are the property of the Applicant or that are in the Applicant's possession or control, and the same access as the Applicant has to any books and records no longer in the Applicant's control or possession;

t. sign documentation or take other steps as necessary to cause or implement the dissolution or winding-up of the Applicant;

u. assign the Applicant, or cause the Applicant to be assigned, into bankruptcy and to take any steps incidental thereto, and that FTI is authorized and empowered, but not obligated, to act as the licensed insolvency trustee in bankruptcy of the Applicant;

v. apply to this Court for advice and directions or any further Orders necessary or advisable to carry out the Monitor's powers and duties under this Order or any other Order of this Court granted in this CCAA Proceeding;

w. meet with and direct management of the Applicant with respect to any of the foregoing including, without limitation, operational and restructuring matters; and

x. take any steps reasonably incidental to the exercise by the Monitor of the powers listed above or the performance of any statutory obligations,

and, in each case where the Monitor takes any action or step, or signs or enters into any documentation, it shall be exclusively authorized and empowered to do so, to the exclusion of all other persons, including the Applicant, and without interference from any person.

4. The Monitor shall not take Possession (as defined herein) of the Property and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained Possession or control of the Business or Property, or any part thereof.

5. Notwithstanding anything contained in this Order, the Monitor is not and shall not be deemed to be a director, officer, or employee of the Applicant.

6. Nothing in this Order, or anything done in pursuance of the Monitor's duties and powers under this Order, shall deem the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Environmental Protection Act* (Ontario), the *Ontario Water Resources Act*, or the *Occupational Health and Safety Act* (Ontario) and regulations thereunder (the "**Environmental Legislation**"), provided however that

nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in Possession.

7. Without limiting the provisions herein, all employees of the Applicant shall remain employees of the Applicant until such time as the Applicant may terminate the employment of such employees. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, as applicable.

8. The banks and/or financial institutions that maintain the Applicant's Cash Management System (which includes, for the avoidance of doubt, the Applicant's bank accounts) are directed to recognize and permit the Monitor and its representatives to complete any and all transactions on behalf of the Applicant in connection with such Cash Management System and for such purpose, the Monitor and its representatives are empowered and shall be permitted to execute documents for or on behalf of and in the name of the Applicant and shall be empowered and permitted to add and remove persons having signing authority with respect to the Applicant's Cash Management System. The financial institutions maintaining such Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken in accordance with the instructions of the Monitor for and on behalf of the Applicant and/or as to the use or application of funds transferred, paid, collected or otherwise dealt with in accordance with such instructions, and such financial institutions shall be authorized to act in accordance with and in reliance upon such instructions without any liability in respect thereof to any person.

9. The Monitor shall provide any creditor of the Applicant with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

10. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

11. Nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of the Applicant within the meaning of any relevant legislation and that

any distributions to creditors of the Applicant by the Monitor will be deemed to have been made by the Applicant.

**COOPERATION WITH THE MONITOR**

12. The purchaser under the asset purchase agreement (the "**APA**") between New Tide Capital LP and CFFI, the Applicant and each of their respective advisors, current and former officers, directors, employees, agents, affiliates and representatives shall co-operate with the Monitor in the exercise of its powers pursuant to this Order or any other Order of this Court granted in this CCAA Proceeding, and shall provide the Monitor and the Applicant with such assistance as the Monitor or the Applicant may request from time to time to enable the Monitor to carry out and discharge its powers and duties set out in this Order or any other Order of this Court granted in this CCAA Proceeding; provided, however, that in the case of the Applicant's former employees that are, at the time of any such requests for assistance or information by the Applicant or the Monitor, current employees of the Purchaser, subject to further order of this Court and the terms of the Transition Services Agreement (as defined in the APA), such co-operation and requests will be limited to reasonable requests for information or assistance that will not reasonably be expected to materially interfere with the day-to-day duties or activities of such employee for the Purchaser.

**APPROVAL OF FEES AND ACTIVITIES**

13. The activities of the Monitor described in the Pre-Filing Report of the Proposed Monitor dated March 12, 2026, the Supplement to the Pre-Filing Report of the Proposed Monitor dated March 13, 2026, the First Report of the Monitor dated March 19, 2026, the Second Report of the Monitor dated May 19, 2026, the Third Report of the Monitor dated June 1, 2026, the Fourth Report of the Monitor dated June 8, 2026, and the Fifth 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.

14. The fees and disbursements of the Monitor, for the period from March 4, 2026, to July 31, 2026 in the total amount of $1,842,960.03, as set out in the Fifth Report and the affidavit attached thereto, be and are hereby approved.

15. The fees and disbursements of the Monitor's counsel, Stikeman Elliott LLP, for the period from March 6, 2026, to July 31, 2026 in the total amount of $899,379.03, as set out in the Fifth Report and the affidavit attached thereto, be and are hereby approved.

**GENERAL**

16. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction outside Nova Scotia, is requested to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully

requested to make such orders, file such registrations and to provide such assistance to the Applicant 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 Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

**ISSUED** at Halifax, Nova Scotia this [●]th day of September, 2026.

**PROTHONOTARY**