

Court File No. CV-20-00645116-00CL

**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 2800741 ONTARIO INC.**

Applicant

MOTION RECORD

June 24, 2021

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Toronto, ON M5J 2J3

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Lawyers for the Applicant

TO: **THE SERVICE LIST**

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 2800741 ONTARIO INC.

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TAB 1

Court File No. CV-20-00645116-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
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OR ARRANGEMENT OF 2800741 ONTARIO INC.**

Applicant

**NOTICE OF MOTION
(Re Stay Extension, returnable June 28, 2021)**

2800741 Ontario Inc. (“Newco” or the “Applicant”) will make a motion to a Judge presiding over the Commercial List on June 28, 2021 at 11:00 a.m. or as soon after that time as the motion can be heard by judicial teleconference via Zoom at Toronto, Ontario. Please refer to the conference details attached as Schedule “A” hereto in order to attend the motion and advise if you intend to join the motion by emailing Christel Paul at cpaul@wfkllaw.ca.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. An Order, substantially in the form appended as **Tab 3** to the Motion Record:
 - a) Extending the stay of proceedings until June 30, 2022; and
 - b) Such further and other relief as this Honorable Court deems just.

THE GROUNDS FOR THIS MOTION ARE:

The Applicant

2. The Applicant Newco is a wholly owned subsidiary of TribalScale Inc. (“**TribalScale**”), a former Applicant in these proceedings.
3. Newco became an Applicant in these proceedings pursuant to an order of the Honourable Justice Cavanagh dated January 11, 2021 (the “**Sanction Order**”).
4. TribalScale was discharged from CCAA protection on January 28, 2021. As such, that same day, Newco became the sole Applicant in these proceedings.
5. Newco holds all of TribalScale’s unsecured liabilities and its rights under a professional services agreement between TribalScale and SiriusXM dated April 26, 2019 as further particularized through individual statements of work including the statement of work effective November 23, 2019 (the “**Contract**”). At the time of TribalScale’s insolvency, SiriusXM’s unpaid invoices under the Contract (the “**SiriusXM Receivable**”) comprised TribalScale’s largest account receivable (US\$504,182.77, plus interest).
6. Pursuit of the SiriusXM Receivable is Newco’s only business; its only financial obligations are the related professionals’ fees. These obligations are entirely funded by TribalScale under a litigation funding agreement (the “**LFA**”) approved by this Honourable Court on January 28, 2021.

Background

7. TribalScale is a software engineering and development firm that provides digital product strategy, design, and development services to clients located in Canada and in the United States. TribalScale specializes in creating enterprise software solutions for large, institutional clients.
8. On May 19, 2020, TribalScale filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended; MNP Ltd. (“**MNP**”), was appointed as the proposal trustee in the NOI proceeding (the “**NOI Proceeding**”).
9. On July 31, 2020, the Honourable Justice Gilmore granted an Order converting the NOI Proceeding into a proceeding (the “**CCAA Proceeding**”) under the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36 (the “**CCAA**”). MNP was appointed as TribalScale’s CCAA monitor.
10. On January 5, 2021, pursuant to a meeting order granted on November 25, 2020 by the Honourable Justice Koehnen (the “**Meeting Order**”), a creditors’ meeting was held approve TribalScale’s proposed plan of compromise and arrangement dated January 4, 2021 (the “**Plan**”).
11. The quorum required by the Meeting Order was met and the chair of the meeting declared that the creditors’ meeting was properly constituted. 100% in number and value of secured creditors voted in favour of the Plan.

12. On January 11, 2021, Justice Cavanagh granted the Sanction Order which, among other things,
 - a) sanctioned the Plan;
 - b) added Newco as an Applicant in this CCAA Proceeding; and
 - c) vested in Newco: (i) all of TribalScale's unsecured liabilities, and (ii) the SiriusXM Receivable.

13. On January 28, 2021, the Honourable Justice Dietrich granted an order (the "**January 28 Order**"), among other things:
 - a) Extending the stay period until June 30, 2021 (the "**Stay Period**");
 - b) Approving the LFA; and
 - c) Discharging TribalScale from these CCAA proceedings.

14. Following the January 28 Order, the following events occurred in SiriusXM Receivable recovery process:
 - a) Pursuant to the LFA, the Monitor solicited interest in and constituted a Creditors' Committee (as defined in the LFA) to "review and approve any matter or step in respect of" the litigation against SiriusXM;
 - b) Newco's Canadian counsel and SiriusXM's Canadian counsel engaged in settlement negotiations;
 - c) The Creditors' Committee held multiple meetings;
 - d) SiriusXM's American counsel issued a "Petition" for jurisdiction in Texas (service of which was not accepted by Newco's Canadian counsel); and
 - e) Newco retained Texas counsel.
15. The settlement discussions have broken down. Newco must therefore initiate litigation to compel payment under the Contract (and any other obligations owing under the Contract).
16. SiriusXM is a Texas entity and the Contract is governed by the laws of Texas. Newco has retained Texas counsel to commence litigation in Texas.
17. Newco must remain a CCAA Applicant so the Monitor can run a claims process once the SiriusXM Receivable is recovered. While Newco could in theory remain under CCAA protection without a stay, that course of action unnecessarily creates unknown risk.
18. Converting this CCAA into a bankruptcy would create unnecessary administrative expense – to the detriment of Newco's unsecured creditors.

19. The Texas litigation will likely take longer than one year to resolve. Until any amounts are recovered under this litigation, no steps need be taken in these CCAA Proceedings. As such, to avoid unnecessary professionals' fees related to stay extension motions, Newco is asking for a one year stay extension.
20. The Monitor' and the Creditors' Committee support the proposed stay extension.

Stay Extension

21. The test for an extension of time under CCAA s. 11.02(3) is met where:
 - a) the order sought is appropriate in the circumstances; and
 - b) the Applicant has acted and continues to act in good faith and with due diligence.
22. The current stay period expires on June 30, 2021.
23. For the reasons described above, the test under CCAA s. 11.02(3) is met.

OTHER GROUNDS

24. Rules 1.04, 1.05, 2.03, 3.02, 37 and 39 of the *Rules of Civil Procedure*, RSO 1990, Reg 194.
25. The provisions of the CCAA, including sections 11 and 11.02.
26. The inherent and equitable jurisdiction of this Honourable Court.
27. Such further and other grounds as counsel may advise and this Honorable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED ON THE HEARING
OF THE MOTION:**

28. The Affidavit of Sheetal Jaitly, affirmed June 23, 2021.
29. The Fifth Report of the Monitor, to be filed.
30. Such further and other evidence as counsel may advise and this Honourable Court may permit.

June 24, 2021

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Lawyers for the Applicant

TO: **THE SERVICE LIST**

**Schedule “A”
Conference Details to join Motion via Zoom**

Join Zoom Meeting

<https://zoom.us/j/99028805466?pwd=WEV5ZIRncGxNRGk3eXhCN0R2ODY0UT09>

Meeting ID: 990 2880 5466

Passcode: 749651

One tap mobile

+12042727920,,99028805466#,,,,,0#,,749651# Canada

+14388097799,,99028805466#,,,,,0#,,749651# Canada

Dial by your location

+1 204 272 7920 Canada

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

+1 778 907 2071 Canada

Meeting ID: 990 2880 5466

Passcode: 749651

Find your local number: <https://zoom.us/u/acse6kOK>

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
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(Applicant)

**ONTARIO
SUPERIOR COURT OF JUSTICE
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Proceedings commenced at Toronto

**NOTICE OF MOTION
(Re Stay Extension, Returnable June 28, 2021)**

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TAB 2

Court File No. CV-20-00645116-00CL

**ONTARIO
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**IN THE MATTER OF THE *COMPANIES' CREDITORS
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Applicant

**AFFIDAVIT OF SHEETAL JAITLEY
(Affirmed June 23, 2021)**

I, **SHEETAL JAITLEY**, of the City of Toronto, in the province of Ontario, **MAKE OATH
AND SAY:**

1. 2800741 Ontario Inc. ("**Newco**" or "**Applicant**") is a wholly owned subsidiary of TribalScale Inc. ("**TribalScale**"). I am the Chief Executive Officer and sole director of TribalScale and Newco. Accordingly, I have knowledge of the matters set out below. Where I have relied on information from others, I state the source of such information and believe it to be true.

2. TribalScale is a software engineering and development firm that provides digital product strategy, design, and development services to clients located in Canada and in the United States. TribalScale specializes in creating enterprise software solutions for large, institutional clients. Examples of past work include a project with the PGA Tour to develop voice user interface-based applications to engage fans through Google Assistant and Amazon Alexa, as well as a project with iHeartRadio to develop an application for the Amazon FireTV service.

3. Newco was incorporated to facilitate TribalScale's plan of compromise and arrangement dated January 4, 2021 (the "**Plan**"). In accordance with the Plan and through the Sanction Order (defined below), TribalScale transferred to Newco (i) all of TribalScale's unsecured liabilities, and (ii) the "**SiriusXM Receivable**": TribalScale's claims against Sirius XM Connected Vehicle Services Inc. ("**SiriusXM**"), including any actions, claims, rights or lawsuits of any nature owing to TribalScale by SiriusXM under the professional services agreement between TribalScale and SiriusXM dated April 26, 2019, as further particularized through individual statements of work including the statement of work effective November 23, 2019 (the "**SiriusXM Contract**"). This reverse vesting structure was designed to facilitate TribalScale's exit from CCAA protection.

4. Newco's sole business is the pursuit of the SiriusXM Receivable for the exclusive benefit of Newco's unsecured creditors (less the costs incurred to collect).

5. On January 11, 2021, the Honourable Justice Cavanagh granted an Order (the "**Sanction Order**"):

- (a) sanctioning the Plan;
- (b) approving the releases contained in the Plan;
- (c) adding a Newco as an Applicant in this CCAA Proceeding; and
- (d) effecting the reverse vesting of TribalScale's unsecured liabilities and the right to the SiriusXM Receivable in Newco.

6. On January 28, 2021, the Honourable Justice Dietrich granted an order (the “**January 28 Order**”), among other things:

- (a) Extending the stay period until June 30, 2021 (the “**Stay Period**”);
- (b) Approving a litigation funding agreement between TribalScale and Newco (the “**LFA**”), under which TribalScale has agreed to fund Newco’s pursuit of the SiriusXM Receivable; and
- (c) Discharging TribalScale from these CCAA proceedings from and after the date of the order.

7. On January 28, 2021, TribalScale began operating without CCAA protection. Its business is thriving.

8. Following the January 28 Order, the following events occurred in SiriusXM Receivable recovery process:

- (a) Pursuant to the LFA, the Monitor solicited interest in and constituted a Creditors’ Committee (as defined in the LFA) to “review and approve any matter or step in respect of” the litigation against SiriusXM;
- (b) Newco’s Canadian counsel and SiriusXM’s Canadian counsel engaged in settlement negotiations;
- (c) The Creditors’ Committee held multiple meetings;

- (d) SiriusXM's American counsel issued a "Petition" for jurisdiction in Texas (service of which was not accepted by Newco's Canadian counsel); and
- (e) Newco retained Texas counsel.

9. The settlement negotiations between Newco and SiriusXM have broken down. Newco must therefore litigate to recover the SiriusXM Receivable. I expect this litigation to continue beyond the current Stay Period expiry of June 30, 2021.

10. This affidavit is sworn in support of TribalScale's motion to extend the Stay Period up to and including June 30, 2022.

I. EXTENSION OF THE STAY PERIOD

11. The SiriusXM Contract is governed by the laws of Texas. Newco intends to pursue the SiriusXM Receivable issue in Texas. I am advised by my counsel, Pat Corney of Weisz Fell Kour LLP, that this litigation is likely take longer than one year to resolve.

12. Mr. Corney has also told me that it is unlikely that Newco will need to return to this Court during the next year, unless the SiriusXM litigation is resolved.

13. The cost of SiriusXM litigation will be entirely funded by TribalScale under the LFA. A redacted copy of the LFA is attached hereto as **Exhibit "A"**. I am advised by my counsel Mr. Corney that an unredacted copy was included in the confidential motion record filed in support of the January 28 Order.

14. Newco's only expenses are professionals' fees related to the SiriusXM litigation. The LFA therefore ensures that Newco has sufficient liquidity to operate throughout the proposed Stay Period.

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF SHEETAL JAITLEY SWORN
BEFORE ME, THIS 23RD DAY OF JUNE, 2021

patrick coney

A COMMISSIONER FOR TAKING AFFIDAVITS

LITIGATION FUNDING AGREEMENT

This Litigation Funding Agreement is effective the ● day of January 2021.

Between:

TRIBALSCALE INC. (“Funder”)

-and-

2800741 Ontario Inc. (“Plaintiff”)

WHEREAS the Plaintiff is an applicant in proceedings continued under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985 c. B-2 (the “**CCAA**”);

WHEREAS pursuant to a plan of arrangement (the “**Plan**”) the Funder has agreed to provide funding to pay the Litigation Costs (as defined below) during the pendency of the CCAA Proceeding;

AND WHEREAS the Plaintiff seeks to enforce claims against SiriusXM Connected Vehicle Services Inc. (“**SiriusXM**”) for payment outstanding under a professional services agreement between TribalScale Inc. and SiriusXM dated April 26, 2019 as further particularized through individual statements of work including the statement of work effective November 23, 2019;

AND WHEREAS in consideration for the funding, the Plaintiff agrees to disburse the Litigation Proceeds (as defined below), if any, in accordance with this Agreement.

NOW THEREFORE in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions**

1.1. **Administration Charge** has the meaning given to it by the Initial Order;

Agreement means this agreement as may be modified, amended, revised, restated, replaced, supplemented, or otherwise changed from time to time;

CCAA Proceeding means the CCAA proceedings that have been continued with the Plaintiff as the applicant;

Court means the Ontario Superior Court of Justice (Commercial List);

Creditor Committee means a committee of one or more creditors of the Plaintiff, as constituted by the Monitor and as approved by the Court, in order to review and approve any matter or any step in respect of the Litigation;

General Unsecured Creditors means any creditor having an unsecured claim against Plaintiff;

Initial Order means the Order of Madam Justice Gilmore dated July 31, 2020;

Litigation means all claims and potential claims of the Plaintiff against SiriusXM and/or any third party in relation to a professional services agreement between TribalScale Inc. and SiriusXM dated April 26, 2019 as further particularized through individual statements of work including the statement of work effective November 23, 2019;

Litigation Expense Amounts are fees and expenses of the Plaintiff in connection with the Litigation (including, without limitation, those of accountants and other experts and service providers);

Litigation Proceeds means any proceeds of any nature or kind received by the Plaintiff, or any person on behalf of the Plaintiff, through or in connection with the Litigation, including, without limitation, any settlement proceeds and amounts recovered through judgment, damages or other awards, in each case whether interim or final;

Monitor means MNP Ltd. in its capacity as CCAA Monitor of the Plaintiff;

Settlement means any resolution in respect of the Litigation for which a full and final release is provided to SiriusXM;

2. Currency

2.1. Unless otherwise stated, all monetary denominations shall be in Canadian dollars.

4. Distribution of Litigation Proceeds

4.1. Litigation Proceeds shall be distributed in the following order of priority:

(A) First, to the Plaintiff's professional advisors pursuant to the Administration Charge, if any, up to a maximum of \$125,000;

(B) Second, to Funder in amount equal to the Litigation Expense Amount;

(C) Third, to the General Unsecured Creditors on a *pro rata* basis, or otherwise on terms set out in the Plan or any amendments thereto, or pursuant to an Order of the Court; and

(D) Fourth, to the Funder, in its capacity as the sole shareholder of the Plaintiff.

4.2. All payments made under section 4 will be made without reduction, set-off or counterclaim.

4.3. All Litigation Proceeds recovered by the Plaintiff as a result of a Settlement shall be paid to the Monitor, to be held by the Monitor, in trust, pending a distribution of Litigation Proceeds in accordance with section 4 of this Agreement. All Litigation Proceeds recovered as a result of a favourable judgment shall be paid to the Monitor, to be held by the Monitor, in trust, pending the expiry of all deadlines for appeal. If an appeal is filed within the applicable time for doing so, the Litigation Proceeds shall be held by the Monitor, in trust, pending the outcome of any such appeal, or the time for filing an appeal of such appeal, or judgment, if any. Any distribution of the Litigation Proceeds shall be made in accordance with section 4 of this Agreement and with the prior approval of the Court.

6. Conduct of Litigation

6.1. The Plaintiff, under the direction of the Creditors Committee and with oversight of the Monitor, shall remain in control of the conduct of the Litigation.

6.2. Funder and the Plaintiff acknowledge that the Monitor, in its sole discretion, may seek direction from the Court in respect of any aspect of the Litigation and with respect to the distribution of the Litigation Proceeds.

- 6.3. The Plaintiff shall, at regular intervals during the Litigation, and in any event prior to any key steps in the litigation, report to the Monitor and Funder on the status of the Litigation, including (i) the Plaintiff's ongoing assessment of the merits of the Litigation; (ii) likely amount of Litigation Proceeds that may be recovered; and (iii) the Plaintiff's costs associated with upcoming steps in the Litigation.

8. Confidentiality

- 8.1. The Plaintiff may provide the Monitor and the Creditors Committee with a copy of this Agreement and may file it with the Court on a sealed basis provided this Agreement remains subject to confidentiality and privilege obligations in a matter satisfactory to Funder, the Plaintiff and the Monitor acting reasonably. The Plaintiff and Funder acknowledge that the Monitor may also disclose the existence of this Agreement to the Court as evidence of funding available to the Plaintiff during the pendency of the CCAA Proceeding and in so doing may file this Agreement on a sealed basis with the Court.

9. General

- 9.1. This Agreement constitutes the entire agreement between the parties related to the subject matter hereof.
- 9.2. Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- 9.3. This Agreement may be executed in any number of counterparts and delivered by e-mail, including in PDF Format, each of which when executed and delivered shall be deemed to

be an original, and all of which when taken together shall constitute one and the same instrument.

- 9.4. Any notice, request or other communication hereunder to any of the parties shall be in writing and constitute sufficient notice if delivered personally or sent by e-mail to the attention of the persons set forth below:

In the case of Funder:

TribalScale Inc.
200 Wellington Street West, Suite 900
Toronto, Ontario, M5V 3C7

Attention: Sheetal Jaitly
Email: sheetal@tribalscale.com

In the case of Plaintiff:

Weisz Fell Kour LLP
100 King Street W, Suite 5600,
Toronto, Ontario, M5X 1C9

Attention: Sharon Kour and Pat Corney
Email: skour@wfklaw.ca
pcorney@wfklaw.ca

In either case with a copy to the Monitor:

MNP Ltd
111 Richmond Street West
Toronto, Ontario, M5H 2G4

Attention: Sheldon Title
Email: Sheldon.Title@mnp.ca

- 9.5. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby attorn and submit to the jurisdiction of the Court.

[Signature Pages Follow]

**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
2800741 ONTARIO INC. (Applicant)**

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

Proceedings commenced at Toronto

**AFFIDAVIT OF SHEETAL JAITLEY
(Affirmed June 23, 2021)**

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Lawyers for the Applicant

TAB 3

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

THE HONOURABLE)	THURSDAY, THE 28 TH
)	
JUSTICE DIETRICH)	DAY OF JUNE, 2021

**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 2800741
ONTARIO INC.**

Applicant

**ORDER
(Re Stay Extension)**

THIS MOTION, made by 2800741 Ontario Inc. (“**Newco**” or the “**Applicant**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c C.-36, as amended (the “**CCAA**”), proceeded on this day by videoconference due to the COVID-19 crisis.

ON READING the Affidavit of Sheetal Jaitly affirmed June 23, 2021 (the “**Jaitly Affidavit**”), the report of MNP Ltd., in its capacity as the Applicant’s CCAA monitor (the “**Monitor**”), dated June, 2021 (the “..... **Report**”) and on hearing the submissions of counsel for the Applicants and for the Monitor, and any other person listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of dated, 2021, filed:

SERVICE

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.

EXTENSION OF STAY PERIOD

2. **THIS COURT ORDERS** that the stay period referred to in the Initial Order of the Honourable Justice Gilmore dated July 31, 2020 (the “**Stay Period**”) is extended until and including June 30, 2022.

GENERAL

3. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, 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, regulatory and administrative bodies are hereby respectfully requested to make such orders 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.

4. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is 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 that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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 2800741 ONTARIO INC. (Applicant)

**ONTARIO
SUPERIOR COURT OF JUSTICE
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Proceedings commenced at Toronto

ORDER
(Re Stay Extension, returnable June 28, 2021)

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