Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 24TH
	)	
JUSTICE J. DIETRICH	)	DAY OF JULY, 2026

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

LA PUE INTERNATIONAL INC.

Respondent

APPLICATION UNDER section 243(1) of the *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, as amended

ORDER

(Discharge and Ancillary Relief)

THIS MOTION, made by AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.), in its capacity as receiver and manager (in such capacity, the "**Receiver**") appointed pursuant to the Order of the Honourable Justice Cavanagh dated October 19, 2023 (the "**Appointment Order**"), without security, of all of the assets, undertakings and properties of La Pue International

Inc. (the "**Debtor**"), including the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "**Real Property**"), and the real property municipally known as 6092 Allendale Avenue, Niagara Falls, Ontario ("**6092 Allendale**"), each as legally described in **Schedule "A"** hereto, for an Order, *inter alia*: (i) approving the Reports (as defined below) and the Receiver's actions, conduct and activities described therein; (ii) approving the fees and disbursements of the Receiver and its legal counsel, Aird & Berlis LLP ("**Aird & Berlis**"), and Chaitons LLP ("**Chaitons**"), in its capacity as former counsel to the Receiver, as set out in the Fee Affidavits, including the Fee Accrual; and (iii) upon the Receiver's filing of the Discharge Certificate, discharging AlixPartners Restructuring, Inc. as Receiver and releasing AlixPartners Restructuring, Inc. from any and all liability, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Motion Record of the Receiver dated July 17, 2026, including (i) the Tenth Report of the Receiver dated July 17, 2026 (the "**Tenth Report**"), and (ii) the affidavits of the Receiver, Aird & Berlis and Chaitons as to fees appended to the Tenth Report (collectively, the "**Fee Affidavits**"), and on hearing the submissions of counsel for the Receiver and such other parties as were present, no one else appearing although properly served as appears from the affidavits of service of Alex Bernicchia-Freeman sworn July 17, 2026, and July 21, 2026, as 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 capitalized terms used in this Order (including in the preamble above) and not otherwise defined herein shall have the meanings ascribed to them in the Tenth Report.

APPROVAL OF THE RECEIVER'S REPORTS, ACTIVITIES AND FEES

3. **THIS COURT ORDERS** that the Fifth Report of the Receiver dated January 20, 2025 (the "**Fifth Report**"), the Sixth Report of the Receiver dated January 22, 2025 (the "**Sixth Report**"), the Seventh Report of the Receiver dated February 20, 2025 (the "**Seventh Report**"), the Eighth Report of the Receiver dated March 31, 2025 (the "**Eighth Report**"), the Ninth Report of the Receiver dated September 25, 2025 (the "**Ninth Report**" and, collectively with the Fifth Report, the Sixth Report, the Seventh Report, the Eighth Report and the Tenth Report, the "**Reports**"), and the actions, conduct and activities of the Receiver described therein, are hereby approved; provided, however, in each case, that only the Receiver, in its personal capacity and only with respect to its own liability, shall be entitled to rely upon or utilize in any way such approvals.

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period from October 19, 2023 to and including June 30, 2026, as set out in the Tenth Report and the fee affidavit of Noah Goldstein sworn July 16, 2026, appended to the Tenth Report, are hereby approved.

5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's counsel, Aird & Berlis, for the period from June 13, 2023 to and including July 10, 2026, as set out in the Tenth Report and the fee affidavit of Kyle Plunkett sworn July 15, 2026, appended to the Tenth Report, are hereby approved.

6. **THIS COURT ORDERS** that the fees and disbursements of Chaitons, in its capacity as former counsel to the Receiver, for the period from November 24, 2023 to and including March 31, 2026, as set out in the Tenth Report and the fee affidavit of Maleeha Anwar sworn July 16, 2026, appended to the Tenth Report, are hereby approved.

7. **THIS COURT ORDERS** that the Fee Accrual in connection with the completion by the Receiver of its remaining duties and administration of the receivership proceedings of the Debtor is hereby approved, and neither the Receiver nor Aird & Berlis shall be required to pass their accounts in respect of any further fees and disbursements, up to the amount of the Fee Accrual, incurred in connection with the completion by the Receiver of its remaining duties and administration of the receivership proceedings of the Debtor.

8. **THIS COURT ORDERS** that the Receiver's interim statement of receipts and disbursements, as set out in the Tenth Report, be and is hereby approved.

DISCHARGE AND RELEASE

9. **THIS COURT ORDERS** that in performing its duties and obligations under this Order, and taking such other actions and fulfilling such other duties or obligations incidental thereto, the Receiver shall: (i) have all of the protections afforded to it by the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended, the Appointment Order and any other Orders of the Court in these proceedings, or as an officer of the Court, including the stay of proceedings in its favour pursuant to the Appointment Order; (ii) incur no liability or obligation other than in respect of gross negligence or wilful misconduct; (iii) be entitled to rely on the books and records of the Debtor and any information provided by the Debtor or any other Person, all without independent investigation; and (iv) not be liable for any claims or damages resulting from any errors or

omissions in such books, records or information, except to the extent that the Receiver has acted with gross negligence or wilful misconduct.

10. **THIS COURT ORDERS** that, upon the Receiver's completion of its remaining duties and administration of the receivership proceedings of the Debtor and upon the filing by the Receiver of a certificate substantially in the form attached hereto as **Schedule "B"** (the "**Discharge Certificate**") certifying that, to its knowledge, all matters to be attended to in connection with the Debtor's receivership proceedings, as determined by the Receiver, have been completed to the satisfaction of the Receiver, the Receiver shall be discharged in its capacity as receiver and manager in respect of all remaining Property, including 6092 Allendale, provided, however, that, notwithstanding its discharge herein:

(a) the Receiver shall remain Receiver in respect of the performance of such incidental duties as may be required to complete the administration of the receivership proceedings; and

(b) the Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including, without limitation, all approvals, protections and stays of proceedings in favour of AlixPartners Restructuring, Inc. in its capacity as Receiver.

11. **THIS COURT ORDERS AND DECLARES** that, upon the Receiver filing the Discharge Certificate, AlixPartners Restructuring, Inc. is hereby released and discharged from any and all liability that AlixPartners Restructuring, Inc. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of AlixPartners Restructuring, Inc. while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the

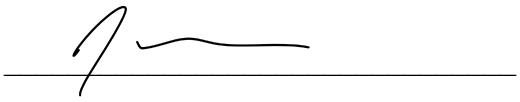
Receiver's part. Without limiting the generality of the foregoing, AlixPartners Restructuring, Inc. is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceeding, save and except for any gross negligence or wilful misconduct on the Receiver's part.

12. **THIS COURT ORDERS** that the Receiver's Charge and the Receiver's Borrowings Charge shall be and are hereby terminated, released and discharged, effective upon the filing of the Discharge Certificate.

GENERAL

13. **THIS COURT HEREBY REQUESTS** the aid and recognition of any other Canadian and foreign court, tribunal, regulatory or administrative body ("**Judicial Bodies**") to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All Judicial Bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

14. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order.



Schedule "A" – Real Property and 6092 Allendale

1. Real Property

Municipal Address: 5528 Ferry Street, Niagara Falls, Ontario

PIN: 64349-0258 (LT)

Property Description: Firstly: Lots 46, 51, 52, 61, 62, 63, 64 & 65, Plan 273 & Part Lots 43, 44, 45, 47, 48, 49 & 50, Plan 273, Village of Niagara Falls, Parts 1 & 3 Plan 59R17206; Secondly: Surface Rights Only (as in RO718049), Part Lots 47, 48, 49 & 50 Plan 273, Village of Niagara Falls, Part 2 Plan 59R17206; subject to an Easement over Parts 1 & 2 59R17292 in favour of Part Lots 41 & 42 Plan 273 as in RO441658 as in SN754703; City of Niagara Falls.

2. 6092 Allendale

Municipal Address: 6092 Allendale Avenue, Niagara Falls, Ontario

PIN: 64349-0163 (LT)

Property Description: LT 2 E/S ALLEN ST PL 653 ABSTRACTED AS BLK 29 VILLAGE OF NIAGARA FALLS; NIAGARA FALLS.

Schedule "B" – Form of Receiver's Discharge Certificate

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SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

LA PUE INTERNATIONAL INC.

Respondent

RECEIVER'S DISCHARGE CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) dated October 19, 2023, KSV Restructuring Inc. was appointed as the receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of La Pue International Inc. (the "**Debtor**"), including the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario and legally described in Schedule "A" to the Order, and the property municipally known as 6092 Allendale Avenue, Niagara Falls, Ontario.

B. Effective June 1, 2026, KSV Restructuring Inc. became AlixPartners Restructuring, Inc.

C. Pursuant to a Discharge and Ancillary Relief Order of the Court dated July 24, 2026, the Court ordered the discharge of AlixPartners Restructuring, Inc. as the Receiver in respect of all remaining Property, including the property municipally known as 6092 Allendale Avenue, Niagara Falls, Ontario, to become effective and conditional upon the filing with the Court by the Receiver of a certificate confirming that, to its knowledge, all matters to be attended to in connection with the Debtor's receivership proceedings, as determined by the Receiver, have been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

1. To its knowledge, all matters to be attended to in connection with the Debtor's receivership proceedings, as determined by the Receiver, have been completed to the satisfaction of the Receiver.

This Receiver's Discharge Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

ALIXPARTNERS RESTRUCTURING, INC. (formerly KSV RESTRUCTURING INC.), in its capacity as Court-appointed receiver and manager of La Pue International Inc., and not in its personal or corporate capacity and without personal or corporate liability

Per: _____
Name:
Title:

MARSHALLZEHR GROUP INC.
Applicant

and

LA PUE INTERNATIONAL INC.
Respondent

Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

ORDER

(Discharge and Ancillary Relief)

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Lawyers for AlixPartners Restructuring, Inc., in its capacity as Court-appointed receiver of La Pue International Inc.

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