

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

THE HONOURABLE

)

THURSDAY, THE 27TH

JUSTICE DUNPHY

)

DAY OF AUGUST, 2026

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**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 PAYSTONE HOLDINGS INC.,
PAYSTONE INC., ATOM GROWTH INC., and ATOM
GROWTH (USA), INC.**

Applicants

ANCILLARY ORDER

THIS MOTION made by AlixPartners Restructuring, Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), for an order, among other things: (i) enhancing the powers of the Monitor; and (ii) extending the Stay Period (as defined below), was heard this day by judicial videoconference via Zoom.

ON READING the Notice of Motion, the Fifth Report of the Monitor dated August 21, 2026 (the “**Fifth Report**”), and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for Sandton Investments X (Luxembourg) S.à r.l. and counsel for those other parties appearing as indicated on the counsel slip, and no one else appearing for any other person on the service list, although duly served as appears from the lawyers’ certificates of service, 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 but not otherwise defined herein have the meanings ascribed to them in the Amended and Restated Initial Order dated June 15, 2026 (the “**ARIO**”).

ENHANCEMENT OF MONITOR’S POWERS

3. **THIS COURT ORDERS** that, without in any way limiting the powers and duties of the Monitor set out in the ARIO or any other Order granted in these CCAA proceedings, from and after the delivery of the Monitor’s Certificate pursuant to the Approval and Vesting Order of this Court dated August 27, 2026 (the “**Effective Time**”), the Monitor is hereby empowered and authorized, but not obligated, to do any of the following in the name of and on behalf of the Applicants, where the Monitor considers it necessary or desirable:

- (a) take any and all actions and steps in the name of and on behalf of the Applicants to facilitate the administration of the Applicants’ remaining business, property, operations, affairs and estates as may be necessary, appropriate, or desirable, in the sole discretion of the Monitor;
- (b) take any and all corporate actions and actions regarding the governance of the Applicants and such actions taken by the Monitor are hereby authorized without requiring any further action or approval by the Applicants or any former officers or directors or shareholders of the Applicants;
- (c) cause the Applicants to take any action or make any disbursement permitted pursuant to the ARIO or any other Order granted in these CCAA proceedings;
- (d) conduct, supervise and direct the sale, marketing, conveyance, transfer, lease, assignment or disposal of any remaining Property of the Applicants or any part or parts thereof, whether or not outside of the normal course of business;

- (e) conduct, supervise and direct the continuation or commencement of any process or effort to recover Property or other assets (including any accounts receivable or cash) belonging or owing to the Applicants;
- (f) engage, deal, communicate, negotiate, agree and settle with any creditor or other stakeholder of the Applicants (including any government authority) in the name of or on behalf of the Applicants;
- (g) engage, retain, or terminate the services of, or cause the Applicants to engage, retain or terminate the services of any officer, employee, consultant, agent, representative, advisor, or other persons or entities, all under the supervision and direction of the Monitor, as the Monitor, in its sole opinion, deems necessary or appropriate to assist with the exercise of its powers and duties;
- (h) have access to all books and records that are the property of the Applicants in the Applicants' possession or control;
- (i) facilitate or assist the Applicants with their accounting, tax and financial reporting functions, including the preparation of cash flow forecasts, employee-related remittances, T4 statements and records of employment, in each case based solely upon the information provided by the Applicants on the basis that the Monitor shall incur no liability or obligation to any person with respect to such reporting, remittances, statements and records;
- (j) claim, or cause the Applicants to claim, any and all insurance refunds, tax refunds, rebates, and return of duties or levies, including refunds of goods and services taxes and harmonized sale taxes, to which any of the Applicants are entitled;
- (k) cause the Applicants to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Applicants in dealing with their Property, operations, restructuring, wind-down, liquidation, distribution of proceeds, and any other related activities;
- (l) cause the Applicants to exercise any contractual or other rights of the Applicants;

- (m) exercise any shareholder rights of the Applicants;
- (n) meet with and direct management or employees of, and persons retained by, the Applicants with respect to any of the foregoing;
- (o) take any and all reasonable steps to direct or cause the Applicants to administer the Property and the Business or to perform such other duties as the Monitor considers necessary or desirable to deal with the Property or the Business, including the wind-down, liquidation, disposal of assets, or other activities;
- (p) apply to this Court, on its own behalf or on behalf of the Applicants, for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order of this Court in these CCAA proceedings;
- (q) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (r) in the absence of an eligible director or officer to do so, take any and all actions necessary to give effect to this Order on behalf of the Applicants and such actions taken by the Monitor are hereby authorized without requiring any further action or approval by the Applicants or any former officers or directors of the Applicants;

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including any of the Applicants and their past or present directors and officers and shareholders, and without interference from any other Persons, provided, however, that the Monitor shall comply with all applicable laws and shall not have any authority or power to elect or cause the election or removal of directors of the Applicants or to take any action to restrict or to transfer to the Monitor any of their powers, duties, or obligations, except in accordance with section 11.5(1) of the CCAA.

4. **THIS COURT ORDERS** that, as of the Effective Time, the Monitor is authorized and empowered, but not required, to execute any agreement, document, instrument, or writing in the name of and on behalf of the Applicants as may be necessary or desirable in order to carry out the provisions of this Order, the ARIIO, or any other Order granted in these CCAA proceedings or to facilitate the orderly completion of these CCAA proceedings and the administration of the

Applicants' estates, including to disclaim or resiliate any agreements in accordance with the terms of the CCAA.

5. **THIS COURT ORDERS** that, as of the Effective Time, the Monitor is authorized and empowered, but not required, to operate and control, on behalf of the Applicants, all of the Applicants' existing accounts at any financial institution (each an "**Account**", and collectively the "**Accounts**") in such manner as the Monitor, in its sole discretion, deems necessary or appropriate, including without limitation, to:

- (a) exercise control over the funds credited to or deposited in the Accounts;
- (b) effect any disbursement from the Accounts permitted by the ARIO or any other Order granted in these CCAA proceedings;
- (c) give instructions from time-to-time with respect to the Accounts and the funds credited to or deposited therein, including to transfer the funds credited to or deposited in such Accounts to such other account or accounts as the Monitor may direct; and
- (d) add or remove persons having signing authority with respect to any Account or to direct the closing of any Account;

and the financial institutions maintaining such Accounts 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 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 the instructions of the Monitor without any liability in respect thereof to any person.

6. **THIS COURT ORDERS** that as of the Effective Time, the Monitor is hereby authorized, but not required, to open one or more new accounts in its own name (the "**Monitor's Accounts**") and to receive third party funds into the Monitor's Accounts or transfer into the Monitor's Accounts such funds of the Applicants as the Monitor, in its sole opinion, deems necessary or appropriate to assist with the exercise of the Monitor's powers and duties set out herein, provided that the monies standing to the credit in the Monitor's Accounts from time-to-time shall be held

by the Monitor to be dealt with as permitted by this Order, the ARIO or by further Order of this Court, and further the Monitor is hereby authorized to make use of the funds in the Monitor's Accounts from time-to-time to make disbursements and pay amounts for and on behalf of the Applicants or in connection with the Monitor's exercise of its powers and duties in these CCAA proceedings, as the Monitor may in its sole opinion deem necessary or appropriate from time-to-time, and any Monitor's Accounts opened prior to the date hereof and any transfer of funds by the Monitor into such Monitor's Accounts, including funds of the Applicants, completed prior to the date hereof are approved *nunc pro tunc*.

7. **THIS COURT ORDERS** that the Monitor may, from time-to-time, apply to this Court to amend, vary or supplement this Order or for advice and directions in respect of the exercise and discharge of its powers and duties hereunder.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MONITOR

8. **THIS COURT ORDERS** that the Applicants and all of their current and former directors, officers, employees, consultants, agents, accountants, legal counsel, shareholders, advisors and all other persons acting on their instructions or behalf shall fully co-operate with the Monitor in the exercise of its powers under the CCAA, this Order, the ARIO, or any other Order of the Court, including by:

- (a) advising the Monitor of the existence of any Property of which such party has knowledge;
- (b) providing the Monitor with immediate and continued access to any Property in such party's possession or control at or following the Effective Time;
- (c) advising the Monitor of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Applicants, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information ("**Records**") of which such party has knowledge of; and

- (d) at or following the Effective Time, providing access to and use of the Records, including any accounting, computer, software and physical facilities relating thereto, and including providing the Monitor with instructions on the use of any computer or other system as requested by the Monitor and providing the Monitor with any and all access codes, account names and account numbers that may be required to gain access to the Records, provided however that nothing in this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Monitor due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

LIMITATION ON THE MONITOR'S LIABILITY

9. **THIS COURT ORDERS** that neither the Monitor nor any employee, representative or agent of the Monitor shall be deemed to: (i) be a director, officer, employee or trustee of the Applicants; (ii) assume any obligation of the Applicants or any one of them; or (iii) assume any fiduciary duty towards the Applicants or any other Person, including any creditor or shareholder of the Applicants.

10. **THIS COURT ORDERS** that the Monitor shall not be liable for any employee-related liabilities in respect of the employees of the Applicants, including any successor employer liabilities as provided for in Section 11.8(1) of the CCAA or Section 14.06(1.2) of the *Bankruptcy and Insolvency Act* (Canada) or at common law. Nothing in this Order shall cause the Monitor to be liable for any employee-related liabilities in respect of the employees of the Applicants, including wages, severance pay, termination pay, vacation pay, and pension or benefits amounts, in each case whether arising under statute, contract, collective bargaining agreement, common law or otherwise.

11. **THIS COURT ORDERS** that, without limiting the provisions of the ARIO, the Applicants shall remain in possession and control of the Applicants' Property and the Applicants' Business and the Monitor shall not take possession, or be deemed to take possession, and control of the Applicants' Property, the Applicants' Business, or any part thereof, pursuant to any provision of any federal, provincial or other law or regulation and shall take no part whatsoever in the management or supervision of the Business 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.

12. **THIS COURT ORDERS** that nothing contained herein shall require 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, without limitation, under 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.

13. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor in the ARIO or any other Order of the Court in these CCAA proceedings, under the CCAA or as an officer of this Court, the Monitor and each of its affiliates, current and former officers, directors, partners, employees, lawyers and agents, as applicable, 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 to the Monitor by the CCAA or any applicable legislation, the ARIO and the other Orders of this Court in these CCAA proceedings. For greater certainty, the Monitor shall continue to have the benefit of all of the indemnities, charges, protections, and priorities as set out in the CCAA, the ARIO and any other Order granted in these CCAA proceedings and all such indemnities, charges, protections, and priorities shall apply and extend to the Monitor in the fulfillment of its duties or the carrying out of the provisions of this Order.

14. **THIS COURT ORDERS** that 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 any of the Applicants within the meaning of any relevant

legislation and that any distributions to creditors of the Applicants by the Monitor will be deemed to have been made by the Applicants themselves.

15. **THIS COURT ORDERS** that the powers and authorities granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Applicants and their respective boards of directors, as applicable, with respect to such matters and, in the event of conflict between the terms of this Order and those of the ARIO or any other Order of this Court, the provisions of this Order shall govern.

16. **THIS COURT ORDERS** that, except as may be necessary to give effect to this Order, the ARIO and any other Order granted by this Court in these proceedings shall remain in full force and effect.

STAY EXTENSION

17. **THIS COURT ORDERS** that the Stay Period is hereby extended to and including September 18, 2026.

MISCELLANEOUS

18. **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 Monitor and its 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.



Digitally signed by
Sean Dunphy
Date: 2026.08.27
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IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: CL-26-00000261-0000

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF PAYSTONE HOLDINGS INC., PAYSTONE INC.,
ATOM GROWTH INC., and ATOM GROWTH (USA), INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT TORONTO

ANCILLARY ORDER

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