Court File No.: CL-26-00000261-0000

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

MOTION RECORD

(Returnable September 18, 2026)

September 14, 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.

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A	Exhibit "A" – Approval and Vesting Order dated August 27, 2026
B	Exhibit "B" – CCAA Assignment Order dated August 27, 2026
C	Exhibit "C" – Ancillary Order dated August 27, 2026
D	Exhibit "D" – Endorsement of the Honourable Justice Dunphy dated August 27, 2026
3	Draft Stay Extension Order

TAB 1

Court File No.: CL-26-00000261-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
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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

NOTICE OF MOTION

(Returnable September 18, 2026)

Paystone Holdings Inc., Paystone Inc., Atom Growth Inc., and Atom Growth (USA), Inc. (collectively, the "**Applicants**" or the "**Company**") will make a motion before the Honourable Justice Myers of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on September 18, 2026 at 9:30 a.m. (Toronto Time), or as soon after that time as the motion can be heard.

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

[ ] In writing under subrule 37.12.1(1).
[ ] In writing as an opposed motion under subrule 37.12.1(4).
[ ] In person.
[ ] By telephone conference.
[X] By video conference.

At a Zoom link to be provided by the Court in advance of the motion.

THE MOTION IS FOR:

1. An order (the "**Stay Extension Order**"), substantially in the form of the draft order attached at Tab 3 in the motion record, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), among other things:

   (a) abridging the time for, and validating service of, this Notice of Motion and supporting materials such that the motion is properly returnable on September 18, 2026 and dispensing with further service thereof; and

   (b) extending the Stay Period (as defined below) to and including October 16, 2026 (the "**Stay Extension**").

2. Such other relief as this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

Background

3. On June 5, 2026, the Applicants sought and obtained an initial order (the "**Initial Order**") from the Court granting certain limited relief under the CCAA, including approving a ten-day stay of proceedings and appointing AlixPartners Restructuring, Inc. (formerly, and at the time, KSV Restructuring Inc.) as monitor of the Applicants (in such capacity, the "**Monitor**").

4. At the comeback hearing scheduled for June 15, 2026 (the "**Comeback Hearing**"), the Applicants intended to seek an Order (the "**Original AVO**"), among other things, approving an asset purchase agreement dated effective June 5, 2026 and the transactions contemplated therein

with 1001632600 Ontario Inc. ("**100 Ontario**"), an entity controlled by the principals of the Applicants, together with other related relief.

5. Following discussions between the Applicants, the Monitor, the Applicants' senior secured lender, Sandton Investments X (Luxembourg) S.à r.l. ("**Sandton**"), and the Applicants' subordinate secured creditor, BDC Capital Inc. ("**BDC**"), the Applicants agreed to adjourn seeking approval of the Original AVO and related relief at the Comeback Hearing. Instead, the Applicants sought and obtained an amended and restated Initial Order, which extended the stay of proceedings to June 25, 2026 (the "**Stay Period**").

6. The Applicants returned to Court another three times in these CCAA proceedings:

(a) on June 22, 2026, when they sought approval of the Original AVO and certain related relief. The relief sought by the Applicants was opposed by BDC, which sought approval of a sale process in respect of the Applicants. Following the June 22nd hearing, the Court issued an endorsement pursuant to which it: (i) declined to grant the relief sought by the Applicants; (ii) declined to grant the sale process sought by BDC; and (iii) extended the Stay Period to 11:59 p.m. on June 30, 2026;

(b) on June 30, 2026, when they sought and obtained an Order approving a further extension of the Stay Period until July 10, 2026; and

(c) on July 10, 2026, when they sought and obtained an Order, among other things:

(i) approving a debtor-in-possession credit facility in the maximum principal amount of $2.6 million (the "**DIP Facility**");

(ii) granting super-priority charges in favour of Sandton, as lender under the DIP Facility (in such capacity, the "**DIP Lender**"), and the Bank of Nova Scotia ("**BNS**"); and

(iii) extending the Stay Period to and including August 31, 2026.

7. Also on July 10, 2026, the Monitor sought and obtained an Order approving a Court-supervised sale and investment solicitation process (the "**SISP**"), to be conducted exclusively by the Monitor, and expanding the Monitor's powers in connection therewith.

8. In accordance with the SISP, the Monitor, in consultation with the Applicants' secured creditors, Sandton and BDC, evaluated the Bids received by the Bid Deadline (each as defined in the SISP) and determined the Bid submitted by 100 Ontario to be the Successful Bid (as defined in the SISP).

9. In connection therewith, on August 27, 2026, the Monitor sought and obtained the following Orders:

(a) an approval and vesting Order, among other things:

(i) approving the sale transaction (the "**Approved Transaction**") contemplated by an asset purchase agreement (the "**APA**") between the Applicants and 100 Ontario (in such capacity, the "**Purchaser**") dated August 18, 2026; and

(ii) vesting in the Purchaser the Applicants' right, title and interest in and to the Purchased Assets (as defined in the APA), upon delivery by the Monitor of the Monitor's Certificate (as defined in the AVO) confirming completion of the Approved Transaction;

(b) an Order (the "**CCAA Assignment Order**"), among other things, assigning to the Purchaser all of the rights, title, interest, and obligations of the Applicants under the Assigned Contracts (as defined in the CCAA Assignment Order), upon the delivery of the Monitor's Certificate; and

(c) an Order, among other things:

(i) granting the Monitor enhanced powers and additional protections, effective upon the closing of the Approved Transaction; and

(ii) extending the Stay Period to and including September 18, 2026.

10. On August 28, 2026, the maturity date under the DIP Facility was extended from August 31, 2026 to September 18, 2026.

Extending the Stay of Proceedings

11. The Stay Period is set to expire at the end of day on September 18, 2026. Pursuant to the proposed Stay Extension Order, the Applicants are seeking to extend the Stay Period to and including October 16, 2026.

12. The Applicants have acted, and continue to act, in good faith and with due diligence. Since the August 27th hearing, the Applicants have worked diligently to, among other things, finalize the closing materials, prepare for the operational transition of their business to the Purchaser, and engage with key stakeholders and counterparties, including Sandton, in its capacity as DIP Lender and go-forward lender to the Purchaser, and BNS, to facilitate a smooth closing.

13. While the Applicants expect to be in a position to close the Approved Transaction in the near term, as of the date hereof, the transaction has not yet closed. Accordingly, the proposed Stay Extension will provide additional time for, among other things: (i) the Applicants to satisfy the remaining closing conditions and complete all matters necessary to close the Approved Transaction; and (ii) the Monitor to assist with any post-closing matters necessary to facilitate an orderly transition of the business and bring a motion to terminate these proceedings. The proposed Stay Extension will also provide a buffer in the event closing is delayed and avoid the costs of seeking a further extension.

14. The Applicants and the Purchaser, with the consent of the Monitor, have agreed to extend the outside date under the APA to October 16, 2026. The DIP Lender has also agreed to extend the maturity date of the DIP Facility commensurately with the Stay Extension, given that further funding is not needed for the Applicants to continue operations.

15. The cash flow forecast that will be appended to the Sixth Report of the Monitor, to be filed (the "**Sixth Report**"), will demonstrate that the Applicants have sufficient liquidity to fund their obligations and the costs of these CCAA proceedings throughout the proposed Stay Extension.

16. The Applicants submit that the relief sought on the within motion is in the best interests of the Applicants and their stakeholders. They also do not expect any party to suffer material prejudice as a result of the proposed extension of the Stay Period. The Monitor is supportive of the Stay Extension.

Other Grounds

17. The provisions of the CCAA and the inherent and equitable jurisdiction of the Court.

18. Rules 1.04, 1.05, 2.01, 2.03, 3.02, 16, 37 and 39 of the *Rules of Civil Procedure* R.R.O. 1990, Reg. 194, as amended and section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended.

19. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

20. The Affidavit of Adam Zalev sworn September 14, 2026, and the exhibits attached thereto.

21. The Sixth Report.

22. Such further and other material as counsel may advise and this Honourable Court may permit.

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Lawyers for the Applicants

TAB 2

Court File No.: CL-26-00000261-0000

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 PAYSTONE HOLDINGS INC., PAYSTONE INC., ATOM GROWTH INC., AND ATOM GROWTH (USA), INC.

Applicants

AFFIDAVIT OF ADAM ZALEV
(Sworn September 14, 2026)

I, Adam Zalev, of the City of Nashville, in the State of Tennessee in the United States of America, **MAKE OATH AND SAY**:

1. I am the Founder and Managing Director of Reflect Advisors, LLC ("**Reflect**"), which is the Chief Restructuring Officer (in such capacity, the "**CRO**") of Paystone Inc. ("**Paystone**").

2. On June 5, 2026, Paystone Holdings Inc., Paystone, Atom Growth Inc., and Atom Growth (USA), Inc. (collectively, the "**Applicants**") sought and obtained protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**", and these proceedings, the "**CCAA Proceedings**"), pursuant to an initial Order (the "**Initial Order**") granted by the Ontario Superior Court of Justice (Commercial List) (the "**Court**").

3. Given Reflect's role as the CRO, I have personal knowledge of the Applicants and the matters to which I depose in this affidavit. Where I have relied on other sources for information, I have so stated and I believe them to be true.

4. I swear this affidavit in support of a motion that will be brought before the Court on September 18, 2026 by the Applicants for an Order (the "**Stay Extension Order**"), among other things, extending the Stay Period (as defined below) to and including October 16, 2026.

I. BACKGROUND

5. The Applicants commenced these proceedings on June 5, 2026, at which time they sought and obtained the Initial Order, which granted customary relief immediately necessary to create stability and maintain operations for the next ten days, including approving an initial stay of proceedings to June 15, 2026 (the "**Initial Stay Period**") and appointing AlixPartners Restructuring, Inc. (formerly, and at the time, KSV Restructuring Inc.) as monitor (the "**Monitor**").

6. As described in the application materials filed in connection therewith, at the comeback hearing scheduled for June 15, 2026 (the "**Comeback Hearing**"), the Applicants intended to seek an approval and vesting Order (the "**Original AVO**"), among other things, approving an asset purchase agreement dated effective June 5, 2026 and the transactions contemplated therein (the "**Original Sale Transaction**") with 1001632600 Ontario Inc. ("**100 Ontario**"), an entity controlled by the principals of the Applicants. Those materials also provided that the Applicants intended to seek an amended and restated Initial Order (the "**ARIO**"), in a nearly identical form to the Initial Order, and an Order granting certain related relief necessary to facilitate the closing of the Original Sale Transaction and the subsequent wind-up of the CCAA Proceedings.

7. Following discussions between the Applicants, the Monitor, the Applicants' senior secured lender, Sandton Investments X (Luxembourg) S.à r.l. ("**Sandton**"), and the Applicants' subordinate secured creditor, BDC Capital Inc. ("**BDC**"), the Applicants agreed to adjourn seeking

the Original AVO and related relief at the Comeback Hearing. The Applicants instead sought only the ARIO, which did not grant any new material relief in favour of the Applicants beyond an extension of the Initial Stay Period to June 25, 2026 (the "**Stay Period**"). At the Comeback Hearing, the Court granted the ARIO and scheduled the hearing for approval of the Original Sale Transaction and related relief for June 22, 2026. The relief sought was opposed by BDC, which sought approval of a sale process in respect of the Applicants.

8. Following the June 22nd hearing, the Court issued an endorsement pursuant to which it: (a) declined to grant the relief sought by the Applicants, finding that the Applicants had not yet met the burden for the Court to approve the Original Sale Transaction; and (b) declined to grant the sale process sought by BDC. The Court extended the Stay Period to 11:59 p.m. on June 30, 2026, and indicated it would hear a further motion on June 30 regarding the extension of the Stay Period, if necessary.

9. Following discussions among the Applicants, Sandton, BDC, and the Monitor, the Applicants sought and obtained an extension of the Stay Period to July 10, 2026 at a hearing on June 30, 2026.

10. On July 10, 2026, the Monitor sought and obtained an Order, among other things, approving a Court-supervised sale and investment solicitation process for the Applicants' business and assets (the "**SISP**") to be conducted exclusively by the Monitor, and expanding the Monitor's powers in connection therewith. On the same date, the Applicants sought and obtained an Order, among other things:

(a) authorizing the Applicants to enter into a term sheet between the Applicants, as borrowers, and Sandton, as lender (in such capacity, the "**DIP Lender**"), and

borrow under a debtor-in-possession credit facility (the "**DIP Facility**") in the maximum principal amount of $2.6 million;

(b) approving a charge over the Applicants' property in favour of the DIP Lender to secure the obligations owing by the Applicants under the DIP Facility (the "**DIP Lender's Charge**");

(c) extending the Stay Period to August 31, 2026;

(d) granting a super-priority charge of $5 million in favour of the Bank of Nova Scotia (the "**BNS Charge**") to protect against chargeback liabilities, subordinate to the previously approved Administration Charge (as defined in the Initial Order), but in priority to the DIP Lender's Charge; and

(e) approving the reports filed by the Monitor in the CCAA Proceedings as of the date thereof.

11. In the most recent attendance before this Court on August 27, 2026, following the completion of the SISP, the Monitor sought and obtained the following Orders:

(a) an approval and vesting Order (the "**AVO**"), among other things:

(i) approving (1) an asset purchase agreement dated August 18, 2026 (the "**APA**") between the Applicants, as sellers, and 100 Ontario, as purchaser (in such capacity, the "**Purchaser**"); and (2) the transactions contemplated therein (the "**Approved Transaction**"); and

(ii) vesting the Purchased Assets (as defined in the APA) in the Purchaser, free and clear of any encumbrances, upon delivery by the Monitor of the Monitor's Certificate (as defined in the AVO) confirming completion of the Approved Transaction;

(b) an Order (the "**CCAA Assignment Order**"), among other things, assigning all of the Applicants' rights and obligations under certain Assigned Contracts (as defined in the APA) to the Purchaser upon the delivery of the Monitor's Certificate; and

(c) an Order (the "**Ancillary Order**"), among other things:

(i) extending the Stay Period to and including September 18, 2026 (being the "**Outside Date**" to close the Approved Transaction under the APA); and

(ii) enhancing the Monitor's powers over the Applicants following the closing of the Approved Transaction.

12. Further details on the Approved Transaction and the Monitor's basis for seeking the above relief are provided in the Monitor's Fifth Report dated August 21, 2026 and are not repeated herein. Copies of the AVO, the CCAA Assignment Order, the Ancillary Order, and the Court's related endorsement dated August 27, 2026 are attached hereto as **Exhibits "A" – "D"**, respectively. Signed copies of the Orders were served by the Monitor on the CCAA service list on the same date, and issued copies of the Orders and the endorsement were served by the Monitor on the CCAA service list the following day. I understand from Tarique Al-Ansari, a director of each of the Applicants, that, to date, none of the contractual counterparties to the Assigned Contracts have expressed opposition to the assignment of their respective contracts.

13. I understand from Thomas Gray of Bennett Jones LLP, counsel to the Applicants, that, on August 28, 2026, counsel to the DIP Lender confirmed by e-mail that the DIP Lender agreed to extend the outside date for the maturity of the DIP Facility from August 31, 2026 to September 18, 2026.

II. UPDATES ON THE APPLICANTS' ACTIVITIES

14. Since the August 27th hearing, the Applicants have acted in good faith and with due diligence to, among other things:

(a) diligently work on various matters related to the closing of the Approved Transaction, including:

(i) finalizing various closing documents and preparing for the operational transition of the Applicants' business and employees to 100 Ontario; and

(ii) engaging with key stakeholders and contract counterparties, and working to negotiate a consensual resolution in respect of the Cure Costs (as defined in the APA), which are only owing to Elavon Financial Services Ltd.;

(b) engage in frequent communications with, and provide relevant updates to, the Monitor and the DIP Lender; and

(c) with the oversight of the Monitor, continue to operate the business in the ordinary course for the benefit of the Applicants' stakeholders.

III. STAY EXTENSION

15. As of the date hereof, the Approved Transaction has not closed. The Applicants expect to be in a position to close the Approved Transaction in the near term, and intend to continue to work to close as soon as possible. However, the Applicants expect that additional time will be required beyond the current Outside Date of September 18, 2026 to satisfy the necessary closing conditions and complete all related matters. In particular, the Purchaser, in consultation with the Applicants and the Monitor, is continuing to engage with: (a) Sandton, regarding the new credit agreement and related security documentation to be entered into with 100 Ontario, which is a condition to closing under the APA; and (b) BNS, regarding certain security to replace the BNS Charge that will temporarily be provided by 100 Ontario following closing to protect BNS against chargeback liabilities (which are processed retroactively) that arose in the course of the CCAA Proceedings.

16. The Stay Period is set to expire at the end of the day on September 18, 2026. Pursuant to the Stay Extension Order, the Applicants seek to extend the Stay Period to and including October 16, 2026 (the "**Stay Extension**"). As noted above, the Applicants will continue to work toward closing in the near term – however, the Applicants seek to extend the Stay Period to October 16th to provide a buffer to ensure that costs are not incurred with bringing another stay extension in the near term in the event closing is delayed.

17. I understand that the Applicants and the Purchaser, with the consent of the Monitor, have agreed to extend the Outside Date under the APA commensurately with the Stay Extension to October 16, 2026. I also understand from Thomas Gray that Sandton's counsel has confirmed that, given further funding is not needed for the Applicants to continue operations, Sandton has agreed

to extend the outside date for the maturity of the DIP Facility commensurately with the Stay Extension.

18. It is necessary and in the best interests of the Applicants and their stakeholders that the Stay Period be extended to allow the Applicants to continue operations until the closing of the Approved Transaction has occurred. The Applicants expect that closing will occur before the Stay Extension expires, and that during that time, the Monitor will be in a position to bring a motion to terminate these CCAA Proceedings while continuing to oversee the Applicants and assist with any post-closing matters to facilitate a smooth transition of the business and operations.

19. As described above, the Applicants have acted in good faith and with due diligence.

20. As I understand will be described in the Sixth Report of the Monitor, to be filed, the Applicants, with the assistance of the CRO, have prepared a cash flow forecast for the period from September 11, 2026 to October 16, 2026 (the "**Cash Flow Forecast**"). I understand that the Cash Flow Forecast will demonstrate that the Applicants are expected to have sufficient liquidity to continue operations during the Stay Extension.

21. I understand that the Monitor supports the Stay Extension and believes that the relief sought is appropriate in the circumstances. I do not believe any party will be materially prejudiced by the granting of the Stay Extension.

IV. CONCLUSION

22. For the reasons set out above, I believe that the relief sought is necessary, appropriate and in the best interests of the Applicants and their stakeholders. The Applicants have acted in good faith and with due diligence, require limited additional time to satisfy the remaining closing

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conditions and complete the Approved Transaction, and are expected to have sufficient liquidity to continue operating during the Stay Extension. The relief sought will preserve stability for the Applicants and their stakeholders and is not expected to materially prejudice any party.

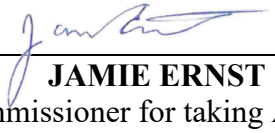
23. I swear this affidavit in support of the Applicants' motion for the Stay Extension Order and for no other or improper purpose.

SWORN REMOTELY by Adam Zalev, stated as being located in the City of Nashville, in the State of Tennessee, in the United States of America, before me at the City of Toronto, in the Province of Ontario, on September 14, 2026, remotely via videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Jamie Ernst
A Commissioner for Taking Affidavits in and for the Province of Ontario

DocuSigned by:
D8935 1A6922C47B...
Adam Zalev

THIS IS **EXHIBIT "A"** REFERRED TO IN THE AFFIDAVIT
OF ADAM ZALEV, SWORN BEFORE ME
THIS 14TH DAY OF SEPTEMBER, 2026.



JAMIE ERNST
A Commissioner for taking Affidavits
(or as may be)

Electronically issued / Délivré par voie électronique : 27-Aug-2026
Superior Court of Justice - Toronto - Civil / Cour supérieure de justice

Court File No./N° du dossier du greffe: CL-26-00000261-0000

Court File No. CL-26-00000261-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 27TH
	)	
JUSTICE DUNPHY	)	DAY OF AUGUST, 2026

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

APPROVAL AND VESTING 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, approving the sale transaction (the "**Sale Transaction**") contemplated by an asset purchase agreement (the "**APA**") between the Applicants and 1001632600 Ontario Inc. (the "**Purchaser**") dated August 18, 2026 and appended to the Fifth Report of the Monitor dated August 21, 2026 (the "**Fifth Report**"), and vesting in the Purchaser the Applicants' right, title and interest in and to the assets described in the APA (the "**Purchased Assets**"), was heard this day by judicial videoconference via Zoom.

ON READING the Notice of Motion, the Fourth Report of the Monitor dated July 6, 2026, the Fifth Report, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Purchaser, counsel for Sandton Investments X (Luxembourg) S.à r.l. ("**Sandton**") 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 APA.

APPROVAL AND VESTING

3. **THIS COURT ORDERS** that the Sale Transaction is hereby approved, and the execution of the APA by the Applicants is hereby authorized and approved, with such minor amendments as the Applicants and the Purchaser, with the consent of the Monitor and Sandton, may deem necessary. The Applicants and the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Sale Transaction and for the conveyance of the Purchased Assets to the Purchaser.

4. **THIS COURT ORDERS** that upon the delivery of a Monitor's certificate to the Purchaser and the Applicants substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), all of the Applicants' right, title and interest in and to the Purchased Assets described in the APA shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Orders of the Honourable Justice Myers dated June 5, 2026 (as amended and restated) and July 10, 2026; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* and any substantially similar provincial privacy laws, as applicable, the Applicants are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Applicants' records pertaining to the Applicants' past and current employees, including personal information of those employees listed on the Retention List. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Applicants.

8. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of any of the Applicants;

the vesting of the Purchased Assets in and to the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed

to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

WIND-UP RESERVE

9. **THIS COURT ORDERS** that the Monitor is hereby authorized to hold the Wind-Up Reserve, in trust, to fund the fees and disbursements incurred by the Monitor and its counsel to complete the Monitor's remaining duties and attend to any remaining matters in these CCAA proceedings. Any remaining balance of the Wind-Up Reserve at the time of the Monitor's discharge shall be returned to the Purchaser.

PAYSTONE & ATOM GROWTH BUSINESS NAME AND TITLE OF PROCEEDINGS

10. **THIS COURT ORDERS** that (a) from and after the date of this Order (including, for greater certainty, at all times following the Closing Time), the Applicants shall not sell, transfer, license or otherwise convey to any Person other than the Purchaser or its designee(s) any right, title or interest of the Applicants in and to the name "Paystone", "Atom Growth", "Atom" or any variant, shortform or derivative thereof (the "**Business Name**"); and (b) from and after Closing, the Applicants shall not engage in any business activity of any kind or nature in a manner that utilizes or directly or indirectly references the Business Name.

11. **THIS COURT ORDERS** that, (a) following Closing and in accordance with the APA, each of the Sellers is hereby authorized and directed to execute and file articles of amendment or such other documents or instruments as may be necessary to change its legal name, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective without any requirement to obtain shareholder, unitholder, manager, member, partner, director or any other similar consent of approval; and (b) following the official change to the legal names of the Sellers, the names of the Sellers in the within title of proceedings shall be deleted and replaced

with the new legal names of the Sellers, and any document filed thereafter in this proceeding (other than the Monitor's Certificate) shall be filed using such revised title of proceeding.

MISCELLANEOUS

12. **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 16:07:12 -04'00'

Schedule A – Form of Monitor's Certificate

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

Applicants

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Myers of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 5, 2026, AlixPartners Restructuring, Inc. (formerly, and at that time, KSV Restructuring Inc.) was appointed as the monitor (in such capacity, the "**Monitor**") of the Applicants.

B. Pursuant to an Order of the Court dated August 27, 2026, the Court approved the asset purchase agreement (the "**APA**") between the Applicants and 1001632600 Ontario Inc. (the "**Purchaser**") dated August 18, 2026 and appended to the Fifth Report of the Monitor dated August 20, 2026, and provided for the vesting in the Purchaser the Applicants' right, title and interest in and to the assets described in the APA (the "**Purchased Assets**"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser and the Applicants of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 7.1 and 7.2 of the APA have been satisfied or waived by the Applicants and the Purchaser; (iii) that Sandton has confirmed to the Monitor that the Purchaser and Sandton have entered into the New Credit Agreement; and (iv) the Sale Transaction has been completed to the satisfaction of the Monitor.

C. Pursuant to an Order dated August 27, 2026, the Court granted an Order, among other things, assigning to the Purchaser all of the rights, title, interest and obligations of the Applicants

under the contracts designated as "Assigned Contracts" by the Purchaser in Schedule "1" of this Monitor's Certificate.

Unless otherwise indicated herein, capitalized terms used but not otherwise defined herein have the meanings set out in the APA.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid, and the Applicants have received, the cash portion of the Purchase Price for the Purchased Assets payable at the Closing Time pursuant to the APA;

2. The Applicants and the Purchaser have confirmed to the Monitor in writing that the conditions to Closing as set out in sections 7.1 and 7.2 of the APA have been satisfied or waived by the Applicants and the Purchaser, as applicable;

3. The Wind-Up Reserve has been received by the Monitor;

4. Sandton has confirmed to the Monitor that the Purchaser and Sandton have entered into the New Credit Agreement;

5. The Sale Transaction has been completed to the satisfaction of the Monitor; and

6. The Monitor has received written notice from the Purchaser that the contracts set out in Schedule "1" hereto have been designated as Assigned Contracts.

This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

ALIXPARTNERS RESTRUCTURING, INC., in its capacity as the Court-appointed Monitor of the Applicants, and not in its personal, corporate or any other capacity

Per: _____

Name:

Title:

Schedule 1
Assigned Contracts

No.	Agreement Counterparty	Description of Agreement	Cure Costs
1.	[●]	[●]	[●]
2.	[●]	[●]	[●]
3.	[●]	[●]	[●]

[Note to Finalization: To be populated prior to delivery of Monitor's Certificate]

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.

Court File No: CL-26-00000261-0000

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

APPROVAL AND VESTING ORDER

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Marc Wasserman (LSO# 44066M)
Tel: 416.862.4908
Email: mwasserman@osler.com

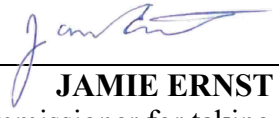
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Lawyers for the Monitor

THIS IS **EXHIBIT "B"** REFERRED TO IN THE AFFIDAVIT
OF ADAM ZALEV, SWORN BEFORE ME
THIS 14TH DAY OF SEPTEMBER, 2026.



JAMIE ERNST
A Commissioner for taking Affidavits
(or as may be)

Electronically issued / Délivré par voie électronique : 27-Aug-2026
Superior Court of Justice - Toronto - Civil / Cour supérieure de justice

Court File No./N° du dossier du greffe: CL-26-00000261-0000

Court File No. CL-26-00000261-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 27TH
	)	
JUSTICE DUNPHY	)	DAY OF AUGUST, 2026

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

ASSIGNMENT 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) assigning to 1001632600 Ontario Inc. (the "**Purchaser**") all of the rights, title, interest and obligations of the Applicants under the Assigned Contracts (as defined below), as contemplated by an asset purchase agreement (the "**APA**") between the Applicants, as sellers, and the Purchaser, as purchaser, dated August 18, 2026, and approved by this Court by an approval and vesting order dated August 27, 2026 (the "**AVO**"); and (ii) approving the sealing of Confidential Exhibit "1" (the "**Confidential Exhibit**") to the Affidavit of Abdullah Saab sworn August 22, 2026 (the "**Saab Affidavit**"), 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 the Saab Affidavit, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Purchaser, 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 APA or AVO, as applicable.

ASSIGNMENT OF ASSIGNED CONTRACTS

3. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate pursuant to the AVO:

(a) all of the rights, title, interest, and obligations of the Applicants under the contracts, set forth in Schedule "1" of the Monitor's Certificate, including all associated or related agreements, schedules, appendices, addenda, amendments, supplements, restatements, or other modifications made or entered into from time to time (each an "**Assigned Contract**" and collectively, the "**Assigned Contracts**") shall be assigned, conveyed, and transferred to and assumed by the Purchaser pursuant to section 11.3 of the CCAA and such assignment is valid and binding upon all of the counterparties to the respective Assigned Contracts notwithstanding any restriction or prohibition, if any, contained in any such Assigned Contract relating to the assignment thereof, including but not limited to, provisions, if any, relating to a change of control or requiring the consent of or notice for any period in advance of the assignment to any party to any such Assigned Contract; and

(b) the Assigned Contracts shall remain in full force and effect and each counterparty to an Assigned Contract shall be prohibited from exercising any rights or remedies under such Assigned Contract and shall be forever barred, enjoined, and estopped from taking any such action (including, without limitation, any right of set off against the Purchaser in respect of defaults having occurred before the Closing Time) solely by reason of:

(i) any defaults arising from the insolvency of the Applicants;

(ii) the commencement of these CCAA proceedings;

(iii) any defaults and/or recapture rights arising from the assignment of the Assigned Contracts to the Purchaser; and

(iv) the Applicants having breached a non-monetary obligation under an Assigned Contract, except to the extent such non-monetary breach continues after the delivery of the Monitor's Certificate;

and the counterparties under their respective Assigned Contracts are hereby deemed to waive any and all defaults or events of default relating thereto and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an Assigned Contract shall be deemed to have been rescinded and of no further force or effect. For greater certainty and without limiting the generality of the foregoing, no counterparty to an Assigned Contract shall be permitted to rely on a notice of default, or notice of termination sent to the Applicants prior to the filing of the Monitor's Certificate as grounds for terminating or seeking relief or damages against the Purchaser under any Assigned Contract.

4. **THIS COURT ORDERS** that only the Assigned Contracts set out in: (a) Schedule "A" to this Order; and (b) the Confidential Exhibit, may be included in Schedule "1" to the Monitor's Certificate. If an Assigned Contract is removed from the Purchased Assets prior to Closing and is not included in Schedule "1" to the Monitor's Certificate, each with the prior written consent of the Monitor, such contract shall cease to be an Assigned Contract for purposes of this Order. The assignment of each Assigned Contract pursuant to this Order shall not be effective unless the applicable contractual counterparties to such Assigned Contract have received notice of the proposed assignment in the manner described in the Fifth Report.

5. **THIS COURT ORDERS** that the assignment of the Assigned Contracts shall be subject to the terms of the AVO and the Applicants' right, title, and interest in and to the Assigned Contracts shall vest absolutely in the Purchaser free and clear of all Claims, including any Encumbrances other than the Permitted Encumbrances in accordance with the terms of the AVO.

6. **THIS COURT ORDERS** that no Assigned Contract may be assigned hereunder unless all amounts owing in respect of monetary defaults under the Assigned Contract, other than those arising by reason only of the Applicants' insolvency, the commencement of these CCAA proceedings, or the Applicants' failure to perform a non-monetary obligation, are paid to the applicable counterparty or a consensual resolution is reached in respect of such amounts on or by the Closing Date, or such later date as may be agreed to by the applicable Purchaser and the applicable counterparty under the Assigned Contract on prior written notice to the Monitor.

7. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate contemplated by the AVO, except as expressly set out to the contrary in any agreement among the Applicants, the Purchaser and the applicable counterparty under the Assigned Contract, the Purchaser shall be entitled to all of the rights and benefits and subject to all of the obligations pursuant to the terms of the applicable Assigned Contracts.

8. T**HIS COURT ORDERS** that notwithstanding anything contained in this Order and subject to paragraph 4 hereof, nothing shall derogate from the obligations of the Purchaser to assume the Assigned Contracts and to perform the Purchaser's obligations under the Assigned Contracts, and save as specifically set out in this Order, nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of any of the Assigned Contracts, except as expressly set out to the contrary in any agreement among the Applicants, the Purchaser and the applicable counterparty under the Assigned Contract.

9. **THIS COURT ORDERS** that the Monitor is hereby authorized and empowered to take such actions as it deems necessary or appropriate in the circumstances to assist the Applicants in the assignment and transfer of the Assigned Contracts.

10. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of any of the Applicants;

the vesting of the Assigned Contracts in and to the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SEALING ORDER

11. **THIS COURT ORDERS** that the Confidential Exhibit is hereby sealed and shall not form part of the public record, subject to further order of this Court sought on not less than seven (7) days' notice to the Purchaser and, provided it has not been discharged, the Monitor.

MISCELLANEOUS

12. **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
16:10:19 -04'00'

Schedule A
Assigned Contracts

No.	Agreement Counterparty	Description of Agreement	Cure Costs (CAD$)
1.	6Sense Insights, Inc.	Order Form No. 40703 dated as of September 24, 2025 between 6sense and Paystone Inc., for 6sense Hosted Services (SaaS), including Sales Intelligence Licenses, for the period September 24, 2025 to September 23, 2026, as may have been amended, supplemented or restated from time to time.	Nil
2.	Accounting Seed, Inc.	Sales Contract (Quote #Q-03926-5) dated February 23, 2024 between Accounting Seed, Inc. and predecessor entity Zomaron Inc., for the Accounting Seed Financial Suite Platform and related user licenses, for a 36-month term commencing February 23, 2024, as may have been amended, supplemented or restated from time to time.	Nil
3.	AgileBits, Inc. - 1Password	Order Form No. Q-46830 dated February 14, 2024 between AgileBits Inc. (dba 1Password) and NiceJob, for 1Password Business licenses (185 users), for the period February 15, 2024 to February 14, 2025, as may have been amended, supplemented or restated from time to time.	Nil
4.	Airslate, Inc.	Order Form dated July 13, 2021 between airSlate, Inc. and Paystone, for an annual airSlate Business Cloud subscription, as may have been amended, supplemented or restated from time to time.	Nil
5.	Anycard	All agreements between any of the Applicants and Anycard or its related entities.	Nil
6.	Asana	Order Form (Contract ID MMG-100625) dated October 6, 2025 between Murray Media Group Inc. (Cirface) and Paystone Inc., for Asana Advanced subscription licenses (150 end users), for the period October 8, 2025 to October 7, 2026, as may	Nil

		have been amended, supplemented or restated from time to time.	
7.	Bambora	All agreements between any of the Applicants and Bambora (aka world line/ shift4) or its related entities.	Nil
8.	Blackhawk	All agreements between any of the Applicants and Blackhawk or its related entities.	Nil
9.	CyberGuard Advantage	Statement of Work for services dated May 7, 2026 (executed May 25, 2026) between CyberGuard Advantage, LLC, CyberGuard Compliance, LLP and JPJ & Company CPAs, LLP (including affiliate Control Gap Inc.) and Paystone Inc., governed by the parties' Terms and Conditions Agreement effective May 7, 2026, for a SOC 2 Readiness Assessment and SOC 2 Type 1/Type 2 Audits (multi-year fixed-fee option, scoped to DataCandy), as may have been amended, supplemented or restated from time to time.	Nil
10.	Databricks Inc.	Order Form (Quote #Q-68642) dated as of October 2, 2025 between Databricks, Inc. and Paystone Inc., entered into under Databricks' Master Cloud Services Agreement, for Databricks platform services and related usage commitments, for the period November 1, 2025 to October 31, 2027, as may have been amended, supplemented or restated from time to time.	Nil
11.	Dialpad, Inc.	Service Order (Quote #Q-334056) dated June 19, 2024 between Dialpad, Inc. and Paystone, for Dialpad Contact Center Advanced and related subscription services, for the period June 19, 2024 to April 8, 2027, as may have been amended, supplemented or restated from time to time.	Nil
12.	DocuSign, Inc.	Order Form (Quote #Q-01409800) dated January 26, 2024 between DocuSign, Inc. and Paystone, for DocuSign subscription services, for the period January 26, 2024 to January 25,	Nil

		2027, as may have been amended, supplemented or restated from time to time.	
13.	Dreamdata.io ApS	Enterprise Renewal Order Form dated March 13, 2025 (signed March 27, 2025) between Dreamdata.io ApS and Paystone Inc., for Dreamdata Enterprise Services, for the period April 1, 2025 to March 31, 2026, as may have been amended, supplemented or restated from time to time.	Nil
14.	Elavon Financial Services Ltd	Member Service Provider Sales and Service Agreement for MasterCard, Visa and Other Payment Networks dated October 26, 2009 among Elavon Canada Company, U.S. Bank, National Association and predecessor entity Zomaron Inc., as may have been amended, supplemented or restated from time to time.	$3,575,777.60
15.	EPNA	All agreements between any of the Applicants and EPNA or its related entities.	Nil
16.	FDGL Financial Operations Group	Assignment and Assumption Agreement effective August 20, 2022 among Canadian Payment Services LLC (as assignor), Paystone Inc. (as assignee) and First Data Global Leasing (as consenting party), assigning to Paystone Inc. all rights and obligations under the Equipment Lease Origination Agreement dated February 2, 2011, as may have been amended, supplemented or restated from time to time.	Nil
17.	First Data Canada Ltd	Marketing Agreement dated as of October 16, 2012 between predecessor entity Zomaron Inc. and First Data Loan Company, Canada, relating to the marketing of First Data's Bank Card Merchant Program, as may have been amended, supplemented or restated from time to time.	Nil
18.	First Data USA / Fiserv	Marketing Agreement between NMI (as acquired by Paystone) and First Data Loan Company, USA, relating to the marketing of First Data's Bank Card Merchant Program, as	Nil

		may have been amended, supplemented or restated from time to time.	
19.	Fivetran Inc	Service Order Form dated October 28, 2022 between Fivetran Inc. and Paystone Inc., for the Standard data replication service plan, for the period October 28, 2022 to October 27, 2023, as may have been amended, supplemented or restated from time to time.	Nil
20.	Fund Stream Inc.	All agreements between any of the Sellers and Fund Stream Inc.	Nil
21.	Global Payments Canada GP	Merchant Services Agreement dated as of June 30, 2005 between Global Payments Direct, Inc. and POS West Ltd. (assumed by Paystone Inc.), as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment (March 22, 2016), and as each may have been further amended, supplemented or restated from time to time.	Nil
22.	Hubspot Inc - ac	HubSpot subscription order (Order #11323067, Account #2132802, Hub ID 44976588) placed July 25, 2025 on behalf of Paystone, for Content Hub Professional and related HubSpot services, for the 12-month commitment period July 30, 2025 to July 29, 2026, as may have been amended, supplemented or restated from time to time.	Nil
23.	I24 image.com	Call Management Services Agreement dated November 12, 2020 between Metro-Montreal Communications Inc. (i24) and Paystone Inc., for call management (answering) services, as may have been amended, supplemented or restated from time to time.	Nil
24.	Incomm	All agreements between any of the Applicants and Incomm or its related entities.	Nil
25.	Intercom R&D Unlimited Company	Order Form (Quote #Q-153895) dated November 11, 2025 between Intercom R&D Unlimited Company and Paystone, for Intercom subscription services, for a 12-	Nil

		month subscription term commencing November 29, 2025, as may have been amended, supplemented or restated from time to time.	
26.	JazzHR - 001	Renewal-options email dated on or about July 2023 from JazzHR regarding Paystone's subscription renewal, electing a 12-month term at USD $359/month, with the renewed term referenced as commencing on or about July 2024, as may have been amended, supplemented or restated from time to time.	Nil
27.	JumpCloud Inc.	Quote (Q-170695-1) dated August 1, 2025 between JumpCloud Inc. and predecessor entity Zomaron Inc., for the JumpCloud Platform Package (250 users), for a 12-month term commencing October 1, 2025, as may have been amended, supplemented or restated from time to time.	Nil
28.	KEEP	Referral Partner Agreement dated April 16, 2026.	Nil
29.	KNOWBE4	Quote (Q-1494201) dated January 5, 2026 between KnowBe4 and Paystone, for the KnowBe4 Security Awareness Training Subscription (Diamond level, 213 users), for a 12-month term, as may have been amended, supplemented or restated from time to time.	Nil
30.	Leapsome GmbH	Quote dated October 28, 2025 between Leapsome and Atom Growth Inc. (Paystone), for Leapsome Reviews, Surveys, Goals, Learning and HRIS Early Access services (210 users), for a 24-month term commencing February 3, 2026, as may have been amended, supplemented or restated from time to time.	Nil
31.	Leaseweb Canada Inc. - IWEB TECHNOLOGIES	Service Order (Colocation Space, Sale ID 198306, Client ID 173602) dated May 21, 2020 between iWeb Technologies Inc. and DataCandy, for private rack colocation and related hosting services, as may have been amended, supplemented or restated from time to time.	Nil

32.	Magentrix Corporation - ac	Order Form #4133 dated September 26, 2023 between Magentrix and Paystone Inc., for Magentrix PRM Advanced Partner Portal subscriptions (1,000 partner users / 15 employee users) covering Year 1 and Year 3 terms, as may have been amended, supplemented or restated from time to time.	Nil
33.	Merchant Growth	Referral Partner Agreement dated April 16, 2026.	Nil
34.	Moolah	All agreements between any of the Applicants and Moolah or its related entities.	Nil
35.	NMI	New Gateway Account Partner Registration / Gateway Proposal dated September 20, 2012 between Network Merchants, Inc. (NMI) and Canadian Payment Services, LLC, for payment gateway services, as may have been amended, supplemented or restated from time to time.	Nil
36.	Nord Security Inc.	Quote and Insertion Order for Nord Security Services dated June 9, 2026 between Nord Security Inc. and Paystone, for Nord Security / NordLayer services, as may have been amended, supplemented or restated from time to time.	Nil
37.	Nuvei	All agreements between any of the Applicants and Nuvei or its related entities.	Nil
38.	Outreach Corporation	Outreach Master Service Agreement Order Form (Quote #Q221906) dated November 5, 2025 between Outreach Corporation and Paystone, renewing Outreach subscription services for the period March 31, 2027 to March 31, 2028, as may have been amended, supplemented or restated from time to time.	Nil
39.	Paysafe Group Limited	Partner Payment Processing Agreement dated April 10, 2023 between Paysafe Merchant Services Inc. and Paystone Inc., for the provision of payment gateway, settlement, onboarding and acquisition services, as may	Nil

		have been amended, supplemented or restated from time to time.	
40.	Pax Canada / Paxstore	All agreements between any of the Applicants and Pax Canada / Paxstore or their related entities.	Nil
41.	Payzli	All agreements between any of the Applicants and Payzli or their related entities.	Nil
42.	Pendo.io, Inc.	Order Form (Quote #Q-89567) dated June 17, 2025 between Pendo.io and Paystone Technologies, for the Pendo Platform Core Bundle (Analytics, Guides Pro, Session Replay, SAML, Intercom Integration) and related subscription services, for the period June 30, 2025 to June 29, 2027, as may have been amended, supplemented or restated from time to time.	Nil
43.	PSP Services Inc.	All agreements between any of the Applicants and PSP Services (formerly Everlink) or their related entities.	Nil
44.	Qlik	Order Form (Quote #Q-608008) dated May 19, 2026 between QlikTech Corporation and DataCandy Software Inc., a renewal under the parties' Qlik Customer Agreement/License Agreement executed May 22, 2022, for Talend Data Stewardship, Data Integration and Data Preparation On-Premise subscriptions, for a 12-month term commencing May 22, 2026, as may have been amended, supplemented or restated from time to time.	Nil
45.	Revolution	All agreements between any of the Applicants and Revolution or their related entities.	Nil
46.	Salesforce.com Canada Corporation	Order Form (Quote #Q-07760671) dated February 1, 2024 between Salesforce.com Canada Corporation and Paystone, for Salesforce subscription services, for the period February 1, 2024 to January 31, 2027, as may have been amended, supplemented or restated from time to time.	Nil

47.	Softchoice LP	Quote (Q-2659419) dated January 8, 2026 between Softchoice LP and Paystone Inc., for Aurora Endpoint Defense devices and onboarding services (230 units), for the period January 8, 2026 to January 7, 2027, as may have been amended, supplemented or restated from time to time.	Nil
48.	Stripe	Stripe Services Fee Schedule effective October 10, 2022 between Stripe Payments Canada, Ltd. and NiceJob Inc., entered into under the Stripe Services Agreement, for an initial term of 24 months, as may have been amended, supplemented or restated from time to time.	Nil
49.	TeamViewer Germany GmbH	TeamViewer Tensor subscription (Invoice R04277929, Sales Order 006710798) dated December 15, 2025 between TeamViewer Germany GmbH and POS West Ltd., for the subscription period December 15, 2025 to December 14, 2026, as may have been amended, supplemented or restated from time to time.	Nil
50.	TRG Canada	Statement of Work dated December 18, 2024 between Technology Recovery Group Ltd. (TRG) and Paystone, entered into under and governed by the parties' underlying services agreement, for point-of-sale deployment services, as may have been amended, supplemented or restated from time to time.	Nil
51.	ZAPIER Inc	Annual Quote (Reference 20231113-122955754) dated November 13, 2023 between Zapier and Paystone, for the Team 200K Annual subscription plan, as may have been amended, supplemented or restated from time to time.	Nil
52.	Customer and partner agreements listed in the Confidential Exhibit		Nil

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.

Court File No: CL-26-00000261-0000

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

ASSIGNMENT ORDER

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Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)
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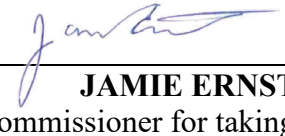
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Lawyers for the Monitor

THIS IS **EXHIBIT "C"** REFERRED TO IN THE AFFIDAVIT
OF ADAM ZALEV, SWORN BEFORE ME
THIS 14TH DAY OF SEPTEMBER, 2026.



JAMIE ERNST
A Commissioner for taking Affidavits
(or as may be)

Electronically issued / Délivré par voie électronique : 27-Aug-2026
Superior Court of Justice - Toronto - Civil / Cour supérieure de justice

Court File No./N° du dossier du greffe: CL-26-00000261-0000

Court File No. CL-26-00000261-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 27TH
	)	
JUSTICE DUNPHY	)	DAY OF AUGUST, 2026

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 ARIO, 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 ORDER**S 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 ORDER**S 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. T**HIS 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
16:08:38 -04'00'

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.

Court File No: CL-26-00000261-0000

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

ANCILLARY ORDER

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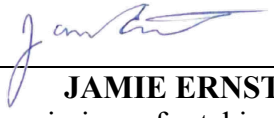
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Lawyers for the Monitor

THIS IS **EXHIBIT "D"** REFERRED TO IN THE AFFIDAVIT
OF ADAM ZALEV, SWORN BEFORE ME
THIS 14TH DAY OF SEPTEMBER, 2026.



JAMIE ERNST
A Commissioner for taking Affidavits
(or as may be)

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO: CL-26-00000261-0000

DATE: August 27, 2026
NO. ON LIST: 5

TITLE OF PROCEEDING:

PLAN OF COMPROMISE OR ARRANGEMENT OF PAYSTONE HOLDINGS INC.

BEFORE: JUSTICE DUNPHY

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For Other:

Name of Person Appearing	Name of Party	Contact Info
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Denna Jalili	Agent for the Former Lending Syndicate to the Applicants	Djalili@tgf.ca
Cristian Delfino	Counsel to RBC	cdelfino@airdberlis.com

ENDORSEMENT OF JUSTICE DUNPHY:

[1] This motion represents the all but final step in a lengthy but thorough restructuring process of the applicants conducted both inside the CCAA and in the months leading up to the commencement of this process in June of this year.

[2] Three weeks following the commencement of this CCAA process, the applicants sought approval of a transaction with many parallels to the transaction before me for approval today including a proposed purchase by 1001632600 Ontario Inc. (or "100 Ontario") who is also the purchaser proposed in the transaction before me today. That initial transaction was itself the product of a through solicitation of the market conducted with the aid of professional financial and legal advisors. Approval of this transaction, in which principals of the applicant were involved as the proposed purchaser, was opposed by among others a subordinate secured creditor. This initial transaction having failed to secure approval, the Court approved a SISP process to be conducted by the Monitor. The time frame was relatively abbreviated due to the liquidity constraints of the applicants but also in light of the extensive canvassing of the marketplace that had already been undertaken.

[3] The Monitor conducted the sales process in accordance with the Court's order. Bids were solicited, interested parties conducted due diligence and nine parties entered into non-disclosure agreements. Three of the interested parties ultimately submitted bids by the bid deadline. None of the other proposals would have resulted in the senior secured creditor being paid in full. The next best alternative bid would have required the senior secured creditor to agree to the assumption of its secured debt instead of its repayment and by an entity did not agree to extend credit to. Ultimately, the proposal by 100 Ontario was selected as providing the greatest overall recovery to creditors including the senior secured creditor and is recommended by the Montior to this court for approval.

[4] Under the proposed purchase agreement, 100 Ontario will satisfy all priority payables and identified cure costs for assigned contracts, will assume identified assumed liabilities, will fund a wind-up reserve to complete the winding up of this CCAA process and pay the senior secured creditor in full (in part from the proceeds of financing to be provided by the same senior secured creditor. Importantly, the business of the debtors will be very substantially preserved as a going concern.

[5] I am satisfied that the proposed asset purchase agreement should be approved. There has been a thorough, reasonably-conducted and court-approved sales process to canvass the marketplace. The Monitor supervised the process and has provided a thorough report outlining its cogent reasons for recommending approval to this court. None of the stakeholders has appeared to oppose the transaction. The impact on creditors is clearly preferable to other available alternatives including liquidation. The going concern value of the business is being preserved. There is every reason to conclude that the purchase price is fair and reasonable in all of the circumstances and I so find.

[6] While it is true the transaction is a related party transaction, the circumstances here present readily satisfy the criterial in s. 36(3) and s. 36(4) of the CCAA. Good faith efforts were led by the Monitor to find non-related third parties willing to participate in the sales process and the consideration to be received by the stakeholders is superior to that available under any other offer received.

[7] I am also satisfied that the assigned contracts required to be assigned satisfy the criteria for assignment under s. 11.3 of the CCAA. None of the assigned contracts are included in the exceptions listed in s. 11.3(2). On balance, assignment of these contracts is a necessary and appropriate step. The Monitor has recommended approval of the assignment, the assignments are critical to the success of the transaction and the preservation of the going concern value of the applicants' business, the purchaser has the necessary background and experience to perform the debtors' obligations under the assigned contracts seamlessly and without interruption. None of the contractual counterparts have voiced any objections although served and the proposed order specifically carves out any counterpart who is able to demonstrate that they did not receive notice. Monetary defaults are to be cured and provision for this has been built into the APA.

[8] In this connection, I am also satisfied that the client list that is in the Confidential Exhibit to the Affidavit of Mr. Saab sworn August 22, 2-026 should be sealed. This Sherman Estate test is clearly satisfied here. The sealing of the list does not harm the openness principle in any tangible way. By contrast, the document to be sealed contains confidential commercial information the disclosure of which could very likely be materially detrimental to the value of the debtors' assets being conveyed, could place the transaction in significant jeopardy and there is no reasonable alternative to prevent such harm short of a permanent sealing order. The public interest in the successful restricting of the debtors and the preservation of the going concern value of their business is real.

[9] Finally, I am satisfied that the ancillary order sought is necessary and appropriate. The debtors will effectively be left rudderless and empty by completion of this transaction. The additional authority that the Monitor is to be clothed with will ensure that the orderly wind-down of the debtors' estate can be supervised both before and after completion. The stay of proceedings sought – until September 18 only - is long enough to enable the transaction to be completed and the cash flow forecast confirms that the debtors have the liquidity needed to operate until then.

[10] In the result, I have signed the three proposed orders as presented. I wish to congratulate the parties on a thorough and well-run process conducted in difficult circumstances.



Date: August 27, 2026

Sean Dunphy

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings Commenced in Toronto

AFFIDAVIT OF ADAM ZALEV
(Sworn September 14, 2026)

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Lawyers for the Applicants

TAB 3

Court File No. CL-26-00000261-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 18TH
	)	
JUSTICE MYERS	)	DAY OF SEPTEMBER, 2026

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

STAY EXTENSION ORDER

THIS MOTION made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an order, among other things, extending the Stay Period, was heard this day by judicial videoconference via Zoom.

ON READING the Affidavit of Adam Zalev sworn September 14, 2026 and the Exhibits thereto (the "**Zalev Affidavit**"), and on reading the Sixth Report of AlixPartners Restructuring, Inc., in its capacity as the Court-appointed monitor (in such capacity, the "**Monitor**") dated September [●], 2026, 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 lawyer's certificates of service, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Motion Record, including the Notice of Motion, 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 granted by this Court in these proceedings on June 15, 2026 or the Zalev Affidavit, as applicable.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period is hereby extended to and including October 16, 2026.

MISCELLANEOUS

4. **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.

5. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (ET) on the date of this Order without the need for entry or filing.

_____

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

AND IN THE MATTER OF PAYSTONE HOLDINGS INC., PAYSTONE INC., ATOM GROWTH INC., and ATOM GROWTH (USA), INC.

Court File No.: CL-26-00000261-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings Commenced in Toronto

STAY EXTENSION ORDER

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

Court File No.: CL-26-00000261-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings Commenced in Toronto

MOTION RECORD
(Returnable September 18, 2026)

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