2024 **Hfx. No. 538745**

SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985 c. C- 36 as Amended (the "**CCAA**")

AND IN THE MATTER OF an application of Blue Lobster Capital Limited ("**Blue Lobster Capital**"), 3284906 Nova Scotia Limited ("**328NSL**"), 3343533 Nova Scotia Limited ("**334NSL**") and 4318682 Nova Scotia Limited ("**431NSL**"), (collectively, the "**Applicants**")

REBUTTAL BRIEF OF THE APPLICANTS

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AND TO: The Electronic Service List

2024 **Hfx. No. 538745**

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IN BANKRUPTCY AND INSOLVENCY

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ISSUES:

Reference is made to the Memorandum of Fact and Law filed by the Monitor on 24 June 2025 (the "**Monitor's Brief**"). Capitalized terms used herein, where not defined herein, shall have the meaning attributed to them in the Company's Motion Materials and Affidavit of Alex Rice, each dated 23 June 2025 (also referred to as the "**Company's Motion**"). All cases referred to in this Rebuttal Brief are found in the Memorandum of Authorities filed by the Monitor on 27 June 2025.

This rebuttal brief is focused on the fundamental differences in opinion between the Monitor (and its counsel) on the one hand, and the Company (and its counsel) on the other which are highlighted in the Monitor's Brief. These differences can be summarized as follows:

1. What is the Monitors obligation to defend the SISP process, versus the Monitor's perceived obligation to argue against the Company's motion to have the CCAA proceedings ended?

2. At what point in time does a Company's right to pay out all its creditors and end the CCAA process expire? Can we take guidance from creditor driven proceedings such as foreclosure, power of sale, collateral sale (PPSA) or receivership, or are there different considerations at play in a debtor driven proceeding under the CCAA?

ANALYSIS:

What is the Monitors obligation to defend the SISP process, versus the Monitor's perceived obligation to argue against the Company's motion to have the CCAA proceedings ended?

3. While unfortunate, the Monitor and the Company have diametrically opposed views of the options available to the Company at the present time to end the CCAA proceedings.

4. The Monitor's view is that by filing a Motion to end the CCAA proceedings, the Company is undermining the integrity of the SISP. This position is founded on the false premise that the Company's Motion is a direct affront on the SISP, when in fact, it is a distinct and separate motion exercising a procedural right that is conferred on the Company by the CCAA.

5. The Company has **not** challenged the conduct of the SISP, nor has it assailed the Monitor's role in the SISP. While the Company has concerns with the conduct of the SISP, it has been respectful of the Monitors role as an officer of the Court and has not raised these concerns due to the immaterial effect they would have on the Company's current Motion.

6. The Company's position is that notwithstanding the SISP, it is entitled to pay out its creditors and exit the CCAA proceedings at any time, unless that right is specifically foreclosed in the ARIO or the SISP Order. The caselaw supports this argument.

7. Contrary to the Monitor's suggestion, the SISP is not complete for the following reasons:

    (1) the SISP Order specifically contemplates, as a final procedural step, that the Court must review and approve the recommended Transaction(s). This cannot be treated as a rubber stamp. The Transactions must be considered against the circumstances as they exist when they are presented for approval. This includes a consideration as to whether there are other options available at that time which would provide a better outcome <u>for all stakeholders than the Transaction(s)</u>; and

(2) by its own admission the Monitor did not comply with the SISP Order and list the BLCL Properties for sale with a real estate agent, as it was obligated to do. As a result, the "single phase" SISP is now bifurcated into two phases and is ongoing.

8. At paragraph 3 of the Monitors Brief, the Monitor takes the view that it "cannot support any transaction submitted following the acceptance of offers that would circumvent the SISP". Throughout its materials the Monitor repeatedly tries to position the Company's motion as an attempt to circumvent the SISP, to seek approval of an alternate "transaction", or as a last minute "bid" by a disgruntled shareholder. None of these characterizations are accurate.

9. As the Company has said in its previously filed materials, this is not a "bitter bidder" situation, nor is it a situation where the Company is trying to circumvent the SISP as alleged by the Monitor. What we have here is an example – albeit a rare one –where the Company has found sufficient means to return to solvency and end the CCAA process. Rather than applaud the Company's achievement, the Monitor says that it is too late in the process for this to be accepted as a viable exit to the proceedings. The Monitor cannot provide any support in the CCAA, the ARIO, or the SISP Order to support this argument. The Monitor relies almost exclusively on Receivership caselaw which is not applicable here given the very different purposes of Receivership proceedings versus debtor driven restructuring proceedings.

10. Unlike the cases sighted by the Monitor, this case is unique because it is brought in the context of the CCAA – a primarily debtor driven statute – and not under one of the other recovery statutes primarily directed at creditor interests. The stated goal of the CCAA is rehabilitation, refinance, and re-emergence of the Company in some form or another, not a liquidation. In other words, the main goal of the CCAA is that the Company would return to solvency, avoid a liquidation, and exit the process. These aims are not part of the practice or jurisprudence in receivership, foreclosure, power of sale, or PPSA collateral sale.

11. The SISP, performed within the context of a CCAA, doe does not exist in a vacuum. Unlike a receivership, foreclosure, power of sale, or PPSA collateral sale – each typically a creditor driven process - SISP is designed as a restructuring tool, not as a simple means

to liquidate the Company's assets. Under each of the above-mentioned processes there is a statutory means to redeem one's property. That is not the case in the CCAA. Under the CCAA the discontinuance of the proceedings based on a return to solvency is the closest we get to a traditional redemption. As noted in the Company's Motion materials, it is the absolute pinnacle of success in a CCAA proceeding.

12. Unlike receiverships, directed at providing creditors with orderly liquidation, the SISP is designed to facilitate a myriad of potential outcomes, with the overarching goal of rehabilitation. At all times during the CCAA and the SISP, it is open to the Company to file a Plan of Arrangement. There is nothing in the CCAA, the ARIO, or the SISP Order that forecloses that statutory right.

13. The caselaw is clear that a Company can exit CCAA if it regains solvency. The nuance in this case is the recommendation of a SISP Transaction <u>and the timing</u> of the refinance and proposed exit.

<u>The Effect on the Prospective Purchasers:</u>

14. As noted in the Rice Affidavit, in face of the competing motions that were extant before the Honorable Court on 11 December 2024, the Company agreed to enter the CCAA on a consent basis, <u>on the express understanding that during the SISP (a requirement of RBC) the Company could continue its refinance efforts</u>. The Company's motion is now before the Court because of the Company did exactly what everyone agreed it could do from the onset.

15. While the Monitor will argue that the Company's application to exit the CCAA process is an affront to the "bidders [who] have participated in good faith and spent resources on due diligence and negotiations" it fails to recognize that these bidders <u>must</u> have known that the Company was actively trying to refinance during the process, with the logical objective being to exit the CCAA process. The Monitor openly admits it was aware of the Company's continuing efforts in this regard, and as such, it was incumbent on the Monitor to make every bidder aware of these ongoing efforts. If there was a concern with finality, it was perfectly open to the Monitor to suggest a "drop dead" date for the Company to present its refinancing, but no such date was sought in the SISP or anywhere else in the governing Orders.

16. In addition to the foregoing, to the extent not publicly available, the CCAA Process Agreement which clearly set out the Company's expectation that it could continue its refinance efforts right up until Court approval of a sale, should have been made available to every participant in the SISP. If this was not made available, it is no fault of the Company.

17. With respect to the argument on costs, the potential purchasers invested these costs as part of the *quid pro quo* of participating in the SISP. In exchange for their time, effort and investment, the purchasers are given an opportunity – barring the Company exiting the proceeding or the Court refusing to approve a Transaction – to purchase the Company and/or its assets at a substantial discount. Every bidder ought to know they are participating in a distressed sale situation that is governed by CCAA Process Agreement, the ARIO and the SISP Order and their expectations should be set accordingly. When read together, it should be abundantly clear to any participant that no Transaction is guaranteed until the asset vesting order is issued by the Court. If it is not issued, the cost of their participation is not recoverable.

The "Chilling Effect":

18. The Monitor will argue that the approval of the Company's Motion will have a "chilling effect" on those participating in SISP in the future. This is a red herring and does not withstand scrutiny.

19. First, for such a ruling to have a "chilling effect" on future processes, there must be some unpredictable event that occurred to up-end the agreed upon SISP, to the surprise of all participants, and one which the Court is inclined to sanction. It must be something not reasonably foreseen. That is not the case here.

20. The Monitor's argument is grounded on the suggestion that siding with the Company on its Motion would remove clarity and certainty from the SISP to the detriment of future processes. As set out above, the SISP in this case lacks both clarity and certainty because the SISP is deficient – not because of anything the Court does in this current proceeding. The caselaw is clear that the SISP Order **could** have foreclosed the Company's right to refinance up until the Transaction approval date, but it did not. The reason it did not was

because it was agreed up front that the Company would continue its efforts during the SISP.

21. The "chilling effect" the Monitor will argue can be easily ameliorated in the future by ensuring the SISP recommended to the Court is tailored for the specific circumstances of the case at hand. The use of a boiler plate SISP should be avoided. In this case, the SISP could have included a drop-dead date for Company to refinance as all parties knew that effort was ongoing. That in turn would provide the clarity and certainty for bidders that forms the basis of the Monitor's concern on the go forward "chilling effect".

22. What's more, the "chilling effect" must be considered from both perspectives.

23. If the Monitor's position is correct and confirmed by this Honourable Court, the following four points will be inferred from the Courts ruling:

    a. A Debtor in a CCAA proceeding will lose its right to redeem at some indeterminate point in the proceeding. This does not have to be explicit but can be determined by the Monitor in its sole discretion, notwithstanding the CCAA, the ARIO and the SISP Order are silent on the point.

    b. Without the right to end the proceeding by a return to solvency, at some indeterminate point the officers and directors of the Company should give up and accept their fate. The file is now in the hands of the Monitor. This fate should be accepted without knowing whether there is Transaction that will provide the best value for all stakeholders.

    c. Going forward, any Debtor wishing to avail of the CCAA should fight as hard as possible against a SISP. If the Bank recommends it, they should fight it. Any vagueness in the process will be read against them. There is no guarantee that you will be able to redeem after a SISP commences.

    d. And finally, pre-filing agreements such as the CCAA Process Agreement mean nothing. Likewise for communications with the Monitor. The Debtor can agree up front with the stakeholders that it intends to continue refinance efforts while the SISP is ongoing, but it is up to the Monitor to ignore that should it wish to do so.

24. On the argument of the “chilling effect” we must weigh the two scenarios to arrive at the right conclusion. In the Company’s view, the chilling effect on debtors will be of far greater impact than the effect on prospective purchasers.

At what point in time when a Company’s right to redeem extinguished under the CCAA? Can we take guidance from creditor driven proceedings such as foreclosure, power of sale, collateral sale (PPSA) or receivership, or are there different considerations at play in a debtor driven proceeding under the CCAA?

25. The Monitors perspective on redemption is that, at some undefined point in the SISP, the Company’s right to redeem expired. The Company says that this right does not expire until such time as the Court approves a transaction. The Monitor says it is sometime before that, though it is not clear exactly when.

26. We have noted elsewhere that there is nothing in the ARIO, the SISP Order or the CCAA that prevents redemption.

27. There has been no suggestion made by the Monitor that the Company’s right to redeem expired before the SISP was commenced. The focus appears to be on execution of the Transaction(s) documents, which to this day are kept confidential from the Company.

28. Turning to the approved SISP Procedures, read objectively, there appears to be only one logical point where the right to redemption might expire: the issuance of an AVO. The Monitor’s argues that the signing a Transaction agreement(s) is to be considered the relevant date, but that does not make logical sense for the following reasons:

    a. First, only the Monitor knows the dates upon which these Transaction agreement(s) are signed, so that would not assist Debtor or any other party in identifying the drop-dead date for refinancing. Further, as a matter of practice this does not make logical sense because it quite often happens that Transaction agreements are signed, and then either terminated or rescinding for some reason and a different deal negotiated.

b. Thus, it appears logical that the "drop dead" date must be the date the issuance of the AVO, because prior to that no one knows if a Transaction is accepted, or if one will be recommended by the Monitor at all.

c. The language of the SISP also supports the above interpretation. It is at the AVO hearing that the "right, title and interest" of the Applicants is irrevocably conveyed to a Third Party. If we are to seek any guidance from other creditor driven processes, such as power of sale, foreclosure, or PPSA collateral sale, each of those enforcement processes are governed by legislation which suggests that the right of redemption exists right up until sale occurs and title transfer is crystalized.

29. Therefore, without a clear argument on the foreclosure of the Company's rights under the SISP, the Monitor must resort to arguing the Company's Motion is brought because it is "unhappy with the SISP[1]" (i.e. it is akin to a "bitter bidder") or that the Motion is a "late breaking bid[2]".

30. Virtually all the cases the Monitor relies on are Receivership cases which are of little value. Unlike in a Receivership, the concept of "redemption" is a fundamental component of CCAA proceedings. In fact, "redemption" (refinance, recapitalization, reorganization) is the main objective of the CCAA, unlike receiverships where the main objective is liquidation.

31. The Monitor will rely on ***Royal Bank of Canada v 1434399 Ontario Inc.*** ("**1434 Ontario**")[3] to argue that the "bid" offered by the Company is a "late breaking bid" that should only be accepted if it provides "exceptional value" when compared to the Transaction(s) the Monitor is seeking to have approved. The Monitor will undoubtedly rely on the excerpt from ***Stephens Mortgage Capital Ltd. v. Spotlight on Lawrence Inc.[4],*** cited at para. 32 of 1434 Ontario, where the Ontario Court of Appeal said that:

> "In order even to consider an extremely late-breaking proposal to exercise the equity of redemption in the face of a Transaction that has been fully negotiated and executed and is ready to close, the party seeking to redeem must turn up with "cash in hand", i.e. must be ready to fully redeem the mortgage(s) on the property at issue. Even in those circumstances, the relevant caselaw provides that [a] late-breaking offer, unless it provides exceptional value in comparison to the proposed

[1] Monitors Brief, para. 51;
[2] Monitors Brief, para. 3;
[3] *Royal Bank of Canada v 1434399 Ontario Inc.*, 2025 ONSC 3516
[4] *Cameron Stephens Mortgage Capital Ltd. v Spotlight on Lawrence Inc.*, 2025 ONCA 374

transaction, should not be allowed to interfere with the integrity of the receivership sale process"

32. While superficially on point, 1434 Ontario can be distinguished from the present case for the following reasons:

    a. In 1434 Ontario the Debtor, after two postponements, sought yet another postponement to raise the necessary funds to redeem his property. Unlike our case, the Debtor did not show up "cash in hand", fully ready to redeem.

    b. As a result of the foregoing, the Court did not get into an analysis of what constitutes "exception value" for the purposes of comparing one transaction versus another.

    c. What's more, the Court did not address the pertinent question for our case, which is whether these principles apply in the context of a Debtor driven CCAA versus a Court Appointment receivership. As noted above, these are two very different processes with two very different objectives.

33. Another case cited by the Monitor in support of its position is ***Rose-Isli Corp. v. Frame-Tech Structures Ltd.,*** a 2023 case from the Ontario Superior Court. Here, as with 1434 Ontario, the Debtor brought a motion to redeem their property from the Receiver after a transaction had been negotiated but before the AVO was approved by the Court.

34. The first salient point arising from *Rose-Isli* is that it was recognized that a Debtor has a right to redeem in a Receivership sale. The Court noted that while the right to redeem typically arises in foreclosure or court ordered sales, the Debtors right also exists in a court ordered sale process or in a receivership[5]. Here, like our case at bar, the Receiver opposed the timing of the Debtors exercise of this right, rather than the availability of that right. The Receiver argued that the Debtor should not be permitted to exercise a right of redemption after a court-ordered Sale Process is in place and a bid has been accepted[6]. The Court agreed with the Receiver but confirmed that this right to redeem could be preserved up until the final AVO if the Debtor negotiated those terms up front.

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[5] *Rose-Isli Corp. et al. v. Smith et al.*, 2023 ONCA 548
[6] *Supra*, para. 74

35. The Receiver also relied on ***B&M Handelman Investments Limited v. Mass Properties Ltd***[7]***.*** to support its argument.

36. In Handleman, the Court addressed the issue of whether the right to redeem could be foreclosed with reference to the Court order approving the Receivership. Here, the Court "relied on the wording of the order authorizing the receiver to sell the subject property to preclude an automatic right to redeem. The court noted that in each case where the Receiver took steps to market the Property and to sell it in the ordinary course of business with the approval of the court, "it was exclusively authorized and empowered to do so, to the exclusion of all other persons including debtors and without interference from any other person": It was "[i]n the face of these provisions", that the court precluded an automatic right to redeem[8].

37. Conversely, in our scenario both the AVO and SISP are silent on the right to redeem, notwithstanding this was an agreed upon term on the CCAA Process Agreement. The natural reading is that the Debtor can redeem at any time up to the issuance of the AVO. This is consistent with *Rose Ilse*.

38. At para 92. of *Rose Ilse*, the Court aptly pointed out that "If [the Debtor] had wanted to reserve its right to redeem to the end of the Sale Process, that is something that should have been expressly addressed at the time the Sale Process Order was made". It appears clear from this passage of ***Rose-Isli*** that if the Debtor had expressed its intention to preserve its right to redeem up front, that this would be honoured and protect it from arguments around last-minute redemption. In our case, the Debtor *specifically* set out in the CCAA Process Agreement that it would continue to seek refinancing during the SISP. The Monitor admits he was aware at all material times that the Debtor continued in these efforts. There was no limitation placed on the Debtors ability to redeem despite the Monitor having every opportunity to do so.

39. One final point that makes it obvious that in the context of a CCAA, a redemption should be permitted at any time before an AVO is issued. Unlike a Receivership, the CCAA

[7] *B&M Handelman Investments Limited v. Mass Properties Inc. 2009 CanLII 37930*
[8] ***Rose Isli,*** para. 76

incorporates the concept of a Plan of Arrangement, which is a statutory right to present an organized plan of redemption to one's creditors. If the Monitors argument is accepted, then it would logically follow that the mere issuance of a SISP Order forecloses the Debtors statutory right to file a Plan of Arrangement.

Framing of the Applicants Motion: A Motion or a Plan?

40. The Monitor has made much ado about the framing of the Applicants Motion, at various times calling it a "bid" a "proposal" or a "transaction". In part, the Monitor does this to fit the Debtors position within the rubric of the cases upon which it relies.

41. The first point that needs to be made is concerning the suggestion that Mr. Rice participated in the SISP. This is a disputed fact. For the purposes of this Motion, it is also an entirely irrelevant fact. The Monitor fails to distinguish between Mr. Rice in his capacity as a shareholder and Mr. Rice in his capacity representing the Company.

42. At all material times, Mr. Rice was representing the Company, including with respect to the draft Plan of Arrangement that was submitted on 09 May 2025 and in respect of the within Motion.

43. Since 09 May 2025 the Company has had very little communication with the Monitor. The Monitor has been averse to the Company and its intention to file a Plan. At certain points when questioned about its conduct of the SISP, the Monitor indicated it would only communicate through legal counsel. This created a less than favourable working environment.

44. The Monitor now seeks to attack the Company's motion as being a "transaction" in disguise, or a Plan by another name. In doing so, the Monitor fails to acknowledge that without its assistance and cooperation, which has not been forthcoming, it is virtually impossible for the Company to advance a Plan. The Monitor made it clear even before a bid was accepted in the SISP that it would not support any Plan brought forward by the Company, and that appears to have now translated that view into outward opposition towards the Company's Motion to terminate the CCAA proceedings.

45. Without the support of the Monitor, the Company was left with no other option but to file the Motion to end the CCAA proceedings. A Plan would necessarily require the Monitors participation in everything form organizing the meetings to conducting the claims process. Without the Monitors cooperation, no Plan can be advanced.

The focus on Creditors vs. Stakeholders: What is "exceptional value"?

46. The Monitor is hyper focused on Mr. Rice personally rather than on the Company. In the Monitor's mind, Mr. Rice and the Company are synonymous. This misconception has caused a great deal of intellectual resistance to the Company's legitimate attempts to exit the CCAA process. For example, in the pre-amble to is submissions the Monitor deliberately refers to the "Rice Plan[9]" and the "Rice Proposal[10]" rather than the "Company's Plan" or the "Company's Proposal". At various points Mr. Rice is described as an "unhappy shareholder[11]" or an intermeddler, seeking to "shut down a sale[12]" that he does not like.

47. These definitions, deliberately chosen by the Monitor to focus on Mr. Rice in his personal capacity, are misleading. The Monitors concludes that the Company's motion is a "late breaking opposition to a sale by a shareholder[13]" which suggests continued confusion between the Company and Mr. Rice. As a result of this confusion, the Monitor disregards the Company's legitimate attempt to exit the CCAA Proceedings as nothing more than the whims of a dissatisfied shareholder.

48. What the Monitor forgets is that the only stakeholder left standing for consideration at this juncture is the Company. As a result, referring to the case of ***Stephens Mortgage Capital Ltd. v. Spotlight on Lawrence Inc.***[14], it is to the shareholder we must pose the questions (1) "what is "exceptional value" when all the other economic interests are satisfied?" and (2) "How do we measure value money is out of the picture?" (3) "Does the Company believe there is "exceptional value" in having its assets liquated, or does it believe the there is more value exceptional value in allowing it to retain ownership of its assets?"

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[9] *Monitors Brief, para. 2(d);*
[10] Monitors Brief, para. 2(e);
[11] *Monitors Brief, para. 51;*
[12] *Monitors Brief, para. 52;*
[13] Monitors Brief para.3, language here consistent with *Stephens Mortgage Capital Ltd. v. Spotlight on Lawrence Inc.*
[14] *Supra*. n. 4;

49. For the Company, the answer is clear. The exceptional value provided in this process is the option to emerge from the CCAA with its debt restructured, assets intact, and to carry on business as usual.

Who is prejudiced?

50. The Company anticipates that it will have to address arguments of prejudice at the hearing of its Motion. In the Company's view, there is only one party that stands to suffer prejudice, and that is the Company.

51. First, we address the creditors. We expect that at the hearing of this matter the Monitor will concede that under the Company's motion or under the Transaction(s) proposed the creditors will come out the same, within a margin. Therefore, as the creditors only interest in these proceedings is an economic one, there is no prejudice to them under either scenario as that economic interest will be satisfied in its entirety.

52. Second is the proposed Purchasers. While reserving its right to challenge the Proposed Purchasers standing in this matter, the Company anticipates the Proposed Purchasers will argue that they are prejudiced because they participated in a process in good faith, spent money on the process, and lost out at the last minute. As noted elsewhere in this brief, that is the deal they signed on for. They knew, or ought to have known, that up until the point the AVO is granted there is no guarantee of a deal. Like all others who spent money and participated in the process for varying lengths of time, if their bid is rejected at the AVO hearing, it is a sunk cost. If their bid is accepted at the AVO hearing, however, the investment paid off and they buy a Company at a substantial discount.

53. Third, we look to the Company, which includes its officers, directors, shareholders and employees. Assuming all creditors are paid in full, the Company is the most important stakeholder in these proceedings. While the Monitor may argue that under the Transaction(s) the Company is just as well as it will get the surplus cash, this is cold comfort when the Company that the shareholders and directors have been building for over a decade is gone. Simply put, this narrow view espoused by the Monitor is what one would expect in a liquidating proceeding, not in a restructuring proceeding.

54. The Company availed itself of the CCAA to avoid liquidation and with a goal of restructuring. The answer at this juncture cannot be their interests are to best be interpreted considering the surplus cash they might get from the Transaction(s) or the subsequent sale of the BLCL real estate.

Proposed Purchasers Standing:

55. The Proposed Purchasers do not have standing to be heard in this matter. As participants in the SISP, any position they wish to take should be advanced through the Monitor as they have no direct connection to the proceedings. We repeat the submissions of the Monitor where they say at paragraphs 47-48 of the Monitors Brief:

> "Only limited circumstances, a prospective purchaser may become entitled to participate in a sale approval motion if it can show that it acquired a legal right or interest from the circumstances of a particular sale process and that the nature of the right or interest is such that it could be adversely affected by the approval order. A commercial interest is not sufficient.
>
> The Ontario Court of Appeal has explained the policy reason underpinning the reason that bitter bidders are not granted standing:
>
>> "There is a sound policy reason for restricting, to the extent possible, the involvement of prospective purchasers in sale approval motions. There is often a measure of urgency to complete court-approved sales. This case is a good example. When unsuccessful purchasers become involved, there is a potential for greater delay and additional uncertainty. This potential may, in some situations, create commercial leverage in the hands of a disappointed would-be purchaser which could be counterproductive to the best interests of those for whose benefit the sale is intended.[15]"

56. The Company agrees with the Monitors submissions and says that the Transactions represent only a commercial interest in these proceedings, and as they are yet to be approved in accordance with the SISP, and no rights (proprietary or otherwise) have yet vested in the prospective Purchasers such that they have standing to oppose the Company's Motion.

All of the foregoing is respectfully submitted.

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[15] AbitibiBowater inc. (Arrangement relatif à), 2010 QCCS 1742 citing Skyepharma PLC v. Hyal Pharmaceutical Corporation, 2000 CanLII 5650 (ON CA)

Dated this 30 of June 2025.

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