



**Second Report of
KSV Restructuring Inc.
as CCAA Monitor of
Norwood Industries Inc.**

September 29, 2025

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COURT FILE NO. CV-25-00751289-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF NORWOOD INDUSTRIES INC.

SECOND REPORT OF KSV RESTRUCTURING INC.
AS MONITOR

SEPTEMBER 29, 2025

1.0 Introduction

1. Pursuant to an order (the “**Initial Order**”) issued by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on September 12, 2025 (the “**Filing Date**”), Norwood Industries Inc. (the “**Company**”) was granted protection under the *Companies' Creditors Arrangement Act*, R.S.C 1985, c. C-36, as amended (the “**CCAA**”) and KSV Restructuring Inc. (“**KSV**”) was appointed monitor of the Company (the “**Monitor**”).
2. The principal purpose of these CCAA proceedings is to create a stabilized environment to enable the Company to complete a sale of substantially all of its business and assets on a timely basis.
3. In February 2025, the Company retained G2 Capital Advisors (“**G2**”), a US-based investment bank and restructuring advisory firm, to assist it to review its strategic options. In April 2025, in consultation with G2 and Monroe Capital LLC (“**Monroe**”), the Company’s senior secured lender, the Company concluded it was in the best interests of the business and its stakeholders to pursue a sale of the business pursuant to a Sale and Investment Solicitation Process led by G2 (the “**SISP**”).
4. At the comeback hearing on September 19, 2025, the Court issued an Amended and Restated Initial Order (the “**ARIO**”) that, among other things:
 - a) extended the stay of proceedings to and including November 30, 2025 (the “**Stay of Proceedings**”);
 - b) increased a charge from \$250,000 to \$500,000 (the “**Administration Charge**”) to secure the fees and expenses of the Monitor, its counsel, Norton Rose Fulbright Canada LLP (“**Norton Rose**”), and the Company’s counsel, McCarthy Tétrault LLP (“**McCarthys**”);

- c) granted a court-ordered charge in the amount of \$250,000 to secure the non-success-based fees and disbursements of the CRO (the “**CRO Charge**”); and
- d) granted a court-ordered charge in the amount of \$1,000,000 to secure a success fee payable to G2 upon completion of a sale in the SISP (the “**Success Fee Charge**” and together with the Administration Charge, the Director’s Charge and the CRO Charge, the “**Charges**”).

2.0 Purpose of this Report

1. The purposes of this Second Report are to:
 - a) provide background information concerning the Company and these proceedings;
 - b) discuss the SISP and the results thereof;
 - c) summarize the terms of a sale by the Company of substantially all its assets (the “**Transaction**”) to 1001355216 Ontario Inc. (the “**Purchaser**”), pursuant to an asset purchase agreement dated September 26, 2025 (the “**APA**”);
 - d) summarize the Monitor’s fees and activities since its report dated September 17, 2025 (the “**First Report**”);
 - e) provide the Monitor’s recommendations in respect of the Company’s motion to seek approval of the following orders:
 - i. an Approval and Vesting Order (the “**AVO**”) that, among other things:
 - approves the APA and the Transaction;
 - authorizes and directs the Company to complete the Transaction;
 - transfers and vests all the Company’s right, title and interest in and to the Purchased Assets in the Purchaser, free and clear of all claims, liabilities, liens and encumbrances;
 - approves distributions to Monroe of the sale proceeds from the Transaction and any other recoveries in these proceedings, net of professional fees and the costs to complete these proceedings; and
 - seals, pending closing of the Transaction, the Confidential Exhibit (the “**Confidential Exhibit**”) to third affidavit of Rhett Ross (the “**Third Ross Affidavit**”), the Company’s Chief Restructuring Officer, sworn in support of the relief sought by the Company on the return of this motion;
 - declares, following closing of the Transaction, that the Company meets the criteria prescribed by section 3.2 of the Wage Earner Protection Program Regulations, SOR/2008-222 (the “**WEPP Regulations**”) so that its employees who are not offered employment by the Purchaser are eligible, upon termination, to receive payments in accordance with the *Wage Earner Protection Program Act*, S.C. 2005, c. 47 s. 1, as amended (“**WEPPA**”);

- grants a customary release of the Company's sole independent director and its officers; and
 - authorizes the Company to make an assignment into bankruptcy, and for KSV to act as licensed insolvency trustee in the bankruptcy; and
- ii. an ancillary order (the "**Ancillary Order**") that, among other things:
- approves the activities of the Monitor, and the fees and disbursements of the Monitor and Norton Rose, including a fee accrual in the amount of \$130,000 (before disbursements and HST) to the completion of these proceedings;
 - terminates these CCAA proceedings and discharges KSV, in its capacity as Monitor, effective upon the Monitor filing with the Court a certificate in substantially the form as attached to the Ancillary Order (the "**Monitor's Certificate**"); and
 - enhances the powers and authority of the Monitor to, among other things, facilitate closing of the Transaction and the provision by the Company of the services contemplated by a transition services agreement to be entered into with the Purchaser (the "**TSA**") and, if necessary, file an assignment in bankruptcy on behalf of the Company.

3.0 Restrictions

1. In preparing this Second Report, the Monitor has relied upon the Company's unaudited financial information, financial forecasts, books and records, information available in the public domain and discussions with the Company's advisors, including G2's representatives.
2. The Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied upon to prepare this Second Report in a manner that complies with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under the CAS in respect of such information.
3. Other than the Court, any party wishing to place reliance on the financial information should perform its own diligence.

4.0 Currency

1. All currency references in this Second Report are in Canadian dollars.

5.0 Background

1. The Affidavits of Rhett Ross affirmed on September 9, 2025 (the "**First Ross Affidavit**") and September 16, 2025 (the "**Second Ross Affidavit**") and with the First Ross Affidavit and Third Ross Affidavit, the "**Ross Affidavits**") provide, *inter alia*, background information concerning the Company's business, including the reasons for the commencement of these CCAA proceedings, and the SISP. Accordingly, that information is not repeated in this Second Report.

2. Court materials filed in these proceedings are available on the Monitor's website at the following link: www.ksvadvisory.com/experience/case/norwoodindustries.

6.0 SISP

1. G2 ran the SISP on the Company's behalf during which it solicited dozens of financial and strategic parties over nearly five months.
2. At the last motion in these proceedings on September 19, 2025, the Company advised the Court that it was engaged at that time with three parties which had an interest in acquiring substantially all the Company's business and assets, and accordingly, it had requested that each of the parties submit final offers by 5:00pm EDT on September 22, 2025 (the "**Bid Deadline**") in accordance with a bid letter that the Company sent to each party on September 16, 2025 (the "**Bid Letter**"). A copy of the Bid Letter is appended to the Third Ross Affidavit.
3. Following the Bid Deadline, the Company, in consultation with G2, Monroe and the Monitor, reviewed the offers and selected the offer from the Purchaser, an affiliate of Wood Technologies International ("**Wood Tech**"), a supplier of wood processing equipment, engineering and essential tooling.
4. The Purchaser's offer was the highest and best offer received at the Bid Deadline. Since being accepted, the Company, with the assistance of G2, McCarthy, and the Monitor, have worked with the Purchaser and its legal counsel to finalize the terms of the APA, as well as the motion materials required to seek approval of the Transaction.

7.0 The APA and the Transaction¹

1. A summary of the APA and the Transaction is as follows:
 - a) **Purchaser:** 1001355216 Ontario Inc.
 - b) **Vendor:** Norwood Industries Inc.
 - c) **Purchase Price:** confidential.
 - d) **Deposit:** confidential, as the purchase price can be derived from the amount of the Deposit, which, pursuant to the Bid Letter, was required to be 10% of the purchase price. The Deposit was sent to Norton Rose on September 26, 2025.
 - e) **Payment of Purchase Price:** the Purchase Price is to be paid and satisfied by the Purchaser at the closing as follows:
 - i. the Deposit shall be credited against the Purchase Price; and
 - ii. the balance shall be paid to the Vendor by way of wire transfer, or as the Vendor may direct in writing.

¹ Capitalized terms used in this section that are not otherwise defined have the meanings ascribed to them in the APA.

- f) **Purchased Assets:** substantially all of the Vendor's right, title, and interest in and to the following assets, but excluding the Excluded Assets (as discussed below):
- i. the Acquired Contracts;
 - ii. the Prepaid Expenses;
 - iii. the Acquired Personal Property Leases;
 - iv. the Books and Records;
 - v. the Intellectual Property;
 - vi. the Inventories;
 - vii. the Personal Property; and
 - viii. the Receivables.
- g) **Excluded Assets:** include:
- i. all goods, machinery and equipment subject to true operating leases;
 - ii. the right to receive insurance recoveries under any insurance policies in existence on the date hereof in respect of any claims with respect to the Excluded Assets;
 - iii. cash, bank balances, moneys in the possession of banks and other depositories, term deposits and similar cash items of, owned or held by or for the account of the Vendor;
 - iv. amounts owing from and claims against related parties;
 - v. any tax rebates or refunds due to the Vendor;
 - vi. the assets listed in Schedule 1.1(20) of the APA, being:
 - 1. the share purchase agreement dated November 1, 2021 between the Vendor, as successor to AStar Canadian Acquisition Corporation, Ashlynn Dale, 2832525 Ontario Inc. and the shareholders of 2832525 Ontario Inc.;
 - 2. the escrow agreement dated as November 3, 2021 between the Vendor, as successor to AStar Canadian Acquisition Corporation, Ashlynn Dale and Computershare Trust Company of Canada;
 - 3. prepaid rent;
 - 4. any tax assets; and
 - vii. any other assets that the Purchaser elects to exclude in writing prior to closing in accordance with the terms of the APA.

- h) **Assumed Liabilities:** include:
- i. the Acquired Contracts listed in Schedule 1.1(1) of the APA, including, without limitation, any and all cure costs, but excluding any other, non-cure cost liabilities accrued prior to the closing time;
 - ii. the Acquired Personal Property Leases listed in Schedule 1.1(2) of the APA, including, without limitation, any and all cure costs, but excluding any other, non-cure cost liabilities accrued prior to the closing time; and
 - iii. the Transferred Employees, including all liabilities assumed by the Purchaser.
- i) **Excluded Liabilities:** other than the Assumed Liabilities, the Purchaser shall not assume and shall not be liable for any debts, liabilities or other obligations of the Vendor.
- j) **Purchase Price Adjustment:** The Purchase Price under the APA is absolute and final, with no adjustments permitted.
- k) **Employees:** the Purchaser may offer employment to selected employees on substantially similar terms and will recognize their prior service.
- l) **Representation and Warranties:** consistent with the standard terms of an insolvency transaction, i.e. on an “as is, where is” basis with limited representations and warranties.
- m) **Name Change:** no later than one (1) business day after the Closing Date, the Vendor will file executed articles of amendment changing its name as authorized and directed by the AVO.
- n) **Transition Occupancy and Services:** The Purchaser is to be responsible for all rent and other occupancy costs payable after September 30, 2025 in respect of the premises located at 35 Reid Drive, Barrie, Ontario (the “**Barrie Premises**”), if occupied after that time, as well as all costs of Company employees who provide services to the Purchaser to facilitate the transition of the Purchased Assets to the Purchaser (the “**Holdover Costs**”). The APA provides that the TSA will require the Purchaser to fund a deposit to secure payment for the estimated Holdover Costs for a two week period commencing October 1, 2025 and be responsible for Holdover Costs as well as all professional expenses of the Company under the CCAA proceedings, including the fees of the Company’s counsel, the Monitor and the Monitor’s counsel (to the extent related to transition services) during the period of occupancy after September 30, 2025.
- o) **Closing:** Closing is to occur on the date that the AVO is granted by the Court or, if not practicable, then on the immediately following business day (unless otherwise agreed in writing with the consent of the Monitor) (the “**Closing Date**”). If the AVO is appealed or proceedings are commenced to restrain completion, the Vendor may extend closing to the date that is ten (10) business days after such appeals or proceedings are dismissed.

- p) **Material Conditions:** Closing is conditional upon:
- i. there being no litigation or proceeding commenced against any of the Parties, the Business or the Purchased Assets that would enjoin, prevent, or restrain completion of the Transaction, or otherwise claim that such completion is improper; and
 - ii. the AVO shall have been issued and entered by the Court and shall not have been stayed, varied or set aside.

8.0 Urgency

1. The Monitor is of the view that there is urgency to complete the Transaction for the following reasons:
 - a) the Company is without liquidity to continue to operate absent the continuing financial support of Monroe. Absent the Transaction, Monroe has advised the Company and the Monitor that it is not prepared to continue to fund the business;
 - b) no other party is prepared to fund the Company's operations;
 - c) the Company is incurring substantial negative cash flow that is projected to continue indefinitely; and
 - d) the Company is under significant pressure from its stakeholders and the viability of the business is at significant risk if the Transaction is not completed immediately.

9.0 Transaction Recommendation

1. The Monitor recommends that the Court approve the APA and the Transaction and grant the related relief in the AVO for the following reasons:
 - a) in the Monitor's view, the SISP conducted by G2 was commercially reasonable, including the timelines, breadth of the marketing process and information made available to interested parties;
 - b) G2 solicited a large number of potential purchasers over nearly five months, including financial and strategic parties, of which three were provided the opportunity to submit offers by the Bid Deadline;
 - c) the offer submission process established in the Bid Letter created a fair and transparent process for the three interested parties to submit final offers;
 - d) based on G2's process, none of the Company, G2, Monroe or the Monitor believe that continuing the SISP would result in a superior transaction, and in any event, the Company does not have the liquidity to continue that process;
 - e) the Transaction will see the business of the Company continue and the Monitor understands that the Purchaser intends to offer employment to a significant number of the Company's employees;
 - f) the liquidation value of the Assets is immaterial and, after costs, would result in lower recoveries in these proceedings than completing the Transaction;

- g) Monroe, which is expected to incur a significant shortfall on its advances to the Company, supports the Transaction;
- h) the purchaser requires the change in name back to its numbered company so that the Purchaser can make use of the Company's name going forward;
- i) G2 has advised the Monitor that it believes that:
 - i. the Transaction maximizes the value of the Company's business and assets in the circumstances;
 - ii. the Transaction is the best option available in the circumstances; and
- j) the "urgency issues" discussed in Section 8 above.

10.0 Sealing

1. The Monitor recommends that the Confidential Exhibit be temporarily sealed as it includes a summary of the offers received and the purchase price (and deposit amount) in the Transaction (the "**Confidential Information**").
2. If the Transaction does not close, it may be necessary to contact other bidders who participated in the SISP, or other parties. Disclosing the Confidential Information may impair the Company's ability to maximize recoveries if the Transaction does not close.
3. The Monitor proposes that the information in the Confidential Appendix be sealed until the Transaction closes or further Order of the Court. The Monitor does not believe that any party will be prejudiced if the Confidential Information is sealed at this time.
4. The salutary effects of sealing the Confidential Information from the public record greatly outweigh the deleterious effects of doing so under the circumstances. The Monitor is of the view that sealing the Confidential Information is consistent with the decision in *Sherman Estate v. Donovan*, 2021 SCC 25. Accordingly, the Monitor believes the proposed sealing order is appropriate in the circumstances

11.0 Distributions to Monroe

1. If the Transaction is approved by the Court, the Company intends, subject to Court approval, to complete the Transaction and to forthwith distribute the net sale proceeds and any other amounts recovered to Monroe.
2. Monroe has security over substantially all the Company's business and assets. As detailed in the pre-filing report filed by KSV as Proposed Monitor, in advance of these proceedings, the Monitor instructed Norton Rose to provide it with an opinion as to the validity and enforceability of Monroe's security. Norton Rose provided its opinion to the Monitor.
3. The opinion confirms that, subject to certain assumptions and qualifications contained therein, Monroe's security is valid and enforceable. While the majority of the assumptions and qualifications were customary for opinions given to court officers in insolvency matters, there were certain additional provisions related to the governing law of the security document, which provisions do not impact Norton Rose's conclusion as to the enforceability of Monroe's security. A copy of the security opinion can be made available to the Court if it wishes to review the opinion.

4. The Monitor is presently working with the Company to quantify any holdbacks necessary for amounts that may rank in priority to Monroe, including any amounts owing under the Charges. Additionally, as of the date of this Second Report, Canada Revenue Agency is conducting a payroll audit. The Company uses a payroll service and accordingly, it is unlikely that there are any unremitted source deductions, which, if unpaid, would rank in priority to Monroe.
5. As set out in the Third Ross Affidavit, the only other two parties with personal property registrations are RBC and Xerox. Based on the timing of registration, RBC appears to be a subordinate creditor to Monroe. The Monitor understands Xerox leases certain equipment to the Company and that arrangements will be made for pick up prior to the termination of the CCAA proceedings. The Monitor understands the Company has or will serve both RBC and Xerox with its motion.
6. To facilitate a timely distribution to Monroe, Monroe has agreed to enter into a reimbursement agreement with the Monitor that requires it to repay to the Monitor any amounts that are determined to rank in priority to Monroe. Accordingly, based on the timing of PPSA registrations, Norton Rose security opinion and the reimbursement agreement, the Monitor supports immediate distributions to Monroe.

12.0 Escrow Amounts

1. In November 2021, the shares of the Company were acquired from 2832525 Ontario Inc. (the “**Original Seller**”) by AStar Canada Acquisition Corporation (“**AStar**”), funded by GreyLion Capital, a New York-based private equity firm (the “**GreyLion Transaction**”).
2. As part of the GreyLion Transaction, AStar, a representative of the Original Seller and Computershare Trust Company of Canada (“**Escrow Agent**”) entered into an escrow agreement (the “**Escrow Agreement**”) to hold certain amounts in escrow relating to the GreyLion Transaction. A copy of the Escrow Agreement is provided in Exhibit “D” of the Third Ross Affidavit.
3. The funds were escrowed primarily to deal with an excise tax claim that was largely settled and satisfied by the representation and warranties insurer in the GreyLion Transaction. An additional \$2,500,000² (the “**Customs Escrow**”) was escrowed in relation to an indemnity claim.
4. The Company (as amalgamation successor to AStar) has entered into a settlement agreement with the Original Seller to enable the release of the Customs Escrow. The agreement provides that the Company will receive 60% of the remaining Customs Escrow and the Original Seller will receive 40%. The Company consulted with the Monitor and Monroe in respect of this settlement agreement. Monroe supports and has provided its consent to this resolution, as does the Monitor.

² ~US\$1.38M has been previously released from this amount.

13.0TSA

1. The purpose of the TSA is for the Company to facilitate closing of the Transaction so that the Purchaser can complete an orderly transition of the Company's business to its operations, without assuming certain liabilities, including the lease for the Barrie Premises and obligations owing to employees who are not Transferred Employees, as defined in the APA.
2. The APA provides that the TSA will require the Purchaser to fund any costs incurred by the Company in providing the Services (which the Monitor understands will be broadly defined to cover the services required for ordinary course operations unless otherwise advised by the Purchaser). In order to reduce the risk of default by the Purchaser, the APA provides that TSA will require the Purchaser to fund a deposit equal to two weeks of the estimated transition costs.
3. Subject to negotiation of the final documentation, the Monitor supports the Company finalizing and entering into the TSA, as it is required by the Purchaser so that it can transition the business without the risk of taking on liabilities that are not related to the long-term operation of the business. The TSA is a key aspect of the Transaction, without which the Purchaser may not be prepared to complete the Transaction.

14.0WEPPA

1. The Company presently has approximately 49 employees in Ontario, 45 of which are salaried employees and four of which are hourly employees. Upon closing the Transaction, the non-transferred employees will be terminated or will assist with the TSA and then be terminated.
2. The Company is seeking a declaration from the Court that the terminated employees are subject to the Wage Earner Protection Program ("**WEPP**") which allows eligible employees to make claims for unpaid wages, severance and termination pay.
3. All terminated employees are to receive wages and vacation pay to their last day of employment. Making WEPP available to the terminated employees will provide them the opportunity to receive through WEPP for unpaid severance and termination pay, which, as unsecured claims, would otherwise not be paid.
4. Subsection 5(1) of the WEPPA provides that an individual is eligible to receive payment under the WEPP if, among other things: a) the individual's employment is ended for a reason prescribed by regulation; b) the individual is owed eligible wages by a former employer; c) the former employer is subject to proceedings under the CCAA; and d) a court determines under subsection 5(5) of the WEPPA that the criteria prescribed by regulation are met.
5. Pursuant to Section 3.2 of the WEPP Regulations, the Court "may determine whether the former employer is the former employer all of whose employees in Canada have been terminated other than any retained to wind down its business operations."
6. The proposed WEPPA declaration is intended to assist the eligible terminated employees to access benefits under the WEPPA shortly after their termination and subject to the WEPP Regulations.

7. The Monitor recommends that the Court declare that the Company is a former employer for the purposes of subsection 5(5) of the WEPPA. If such declaration is made, the Monitor intends to work with the Company and eligible employees to assist them to file WEPP claims with Service Canada.

15.0 Activity and Fee Approval

1. The Monitor is seeking approval of its activities, fees and disbursements, as well as the fees and disbursements of Norton Rose, incurred during the CCAA proceedings.
2. The Monitor's fees and expenses for the period ending September 21, 2025 total \$109,798, including HST and its pre-filing fees and expenses. A summary of the Monitor's fees and disbursements is provided in the fee affidavit of Robert Kofman, the President of KSV, attached as **Appendix "A"**.
3. The fees and expenses of Norton Rose for the period ending September 23, 2025 total \$60,636, including HST and its pre-filing fees and expenses. A summary of Norton Rose's fees and disbursements is provided in the fee affidavit of Jennifer Stam, a Norton Rose partner, attached as **Appendix "B"** (the "**Stam Affidavit**").
4. The average hourly rate for the Monitor was \$678.53. The average hourly rate for Norton Rose (Canada) was \$719.30. As set out in the Stam Affidavit, members of Norton Rose's US affiliate, Norton Rose Fulbright US LLP assisted with certain US security review matters. The average hourly rate (in CAD) for NRF US was \$1,969.24.
5. The Monitor estimates that its fees and expenses to complete these proceedings, including the fees of Norton Rose, will be \$130,000, before disbursements and HST (the "**Fee Accrual**"). The Monitor is seeking approval of the Fee Accrual at this time to avoid the time and cost of another motion in these proceedings.
6. The Monitor is of the view that: (i) the hourly rates charged by Norton Rose (including NRF US) are consistent with the rates charged by large corporate law firms practicing in the area of corporate insolvency and restructuring; (ii) that Norton Rose's billings reflect work performed consistent with the Monitor's instructions; (iii) the Fee Accrual sufficiently reflects the time and cost of the remaining activities in these proceedings; and (iv) that the overall fees charged by Norton Rose and the Monitor are reasonable and appropriate in the circumstances of these proceedings.

16.0 Monitor's Powers and CCAA Termination

1. Pursuant to the proposed Ancillary Order, upon the Monitor filing the Monitor's Certificate, these proceedings will terminate, and the Monitor will be discharged.
2. In order to facilitate the orderly and efficient wind-up of the Company and its business, the Company is also seeking approval to file an assignment in bankruptcy. The Company is also seeking approval for KSV to act as the licensed insolvency trustee in that proceeding.
3. Based on KSV's familiarity with the Company's business and operations as a result of its appointment as Monitor, KSV is of the view that it is efficient for it to act as trustee during the Company's bankruptcy. Additionally, a bankruptcy will facilitate the orderly wind-down and termination of the Company and its business.

4. The Monitor also understands that one or more of the director and/or officers of the Company may resign prior to the termination of the CCAA. The proposed expanded powers of the Monitor will facilitate the completion of the CCAA proceedings in the event that such resignations occur. The Monitor supports granting the Monitor with expanded powers and is prepared to exercise such an expanded role.

17.0 Releases

1. The proposed AVO grants a customary release (the “**D&O Release**”) with respect to the director and officers of the Company (as defined in the AVO, the “**Released Parties**”). The claims proposed to be released relate to these CCAA proceedings, the APA, the Transaction and matters arising in connection therewith (the “**D&O Released Claims**”).
2. The Release does not release: (a) any claims against the Company; (b) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA; (c) any claim for gross negligence or willful misconduct on the part of any of the Released Parties; or (d) any obligations under the APA.
3. In addition to the releases contemplated by the AVO, the Ancillary Order contemplates that, upon the filing of the Monitor’s Certificate, that the Monitor and its counsel will be released (the “**Monitor’s Release**” and together with the D&O Release, the “**Release**”) from all claims arising or in respect of the CCAA proceedings (the “**Monitor’s Released Claims**” and together with the D&O Released Claims, the “**Released Claims**”). The Monitor’s Release does not release any claims in respect of any gross negligence or wilful misconduct.
4. The Monitor is of the view that the Release is appropriate for the following reasons:
 - a) the Released Parties have facilitated and significantly contributed to these CCAA proceedings, including completing the Transaction, which ultimately saw the Company’s business continue until such time as it could be sold for the benefit of a variety of stakeholders, including many of the Company’s suppliers, customers, and employees;
 - b) the Release is appropriately limited in scope and tailored given the exclusions noted above;
 - c) there is precedent for the scope of the proposed Release;
 - d) the proposed Release will provide certainty and finality of these CCAA proceedings for the benefit of the Released Parties;
 - e) the senior secured creditor with an economic interest in the Company, Monroe, is supportive of the proposed Release; and
 - f) the Monitor is supportive of the proposed Release and understands that the directors’ and officers’ support of the termination of the Director’s Charge is predicated on the release of the directors and officers as contemplated under the proposed Release.

18.0 Monitor's Activities Since First Report

1. Since the Comeback Hearing, the Monitor has, among other things:
 - a) corresponded regularly with the Company's legal counsel, the G2 team and Norton Rose regarding all aspects of these CCAA proceedings, including the SISF;
 - b) responded to enquiries from the Company's suppliers and vendors;
 - c) maintained the Case Website;
 - d) reviewed the Company's receipts and disbursements;
 - e) reviewed and commented on the Company's materials filed in support of the relief being sought at this motion; and
 - f) prepared this Second Report.

19.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that the Court make the Orders sought by the Company on the return of this motion.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
IN ITS CAPACITY AS COURT-APPOINTED MONITOR
OF NORWOOD INDUSTRIES INC.**

Appendix “A”

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
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 NORWOOD INDUSTRIES INC.**

**AFFIDAVIT OF ROBERT KOFMAN
(sworn September 29, 2025)**

I, **ROBERT KOFMAN**, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY AS FOLLOWS:**

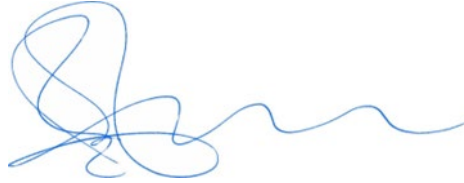
1. I am the President of KSV Restructuring Inc. ("**KSV**").
2. Pursuant to an order issued by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on September 12, 2025, Norwood Industries Inc. (the "**Company**") was granted protection under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") and KSV was appointed as the Monitor in these proceedings, and as such I have knowledge of the matters deposed to herein.
3. This Affidavit is sworn in support of a motion seeking, among other things, approval of the Monitor's fees and disbursements for the period May 21, 2025 to September 21, 2025 (the "**Period**").
4. The Monitor's invoices for the Period disclose in detail: the nature of the services rendered; the time expended by each person and their hourly rates; the total charges for the services rendered; and the disbursements charged. Copies of the Monitor's invoices are attached hereto as **Exhibit "A"** and the billing summary is attached hereto as **Exhibit "B"**.
5. The Monitor spent a total of 143.20 hours on this matter during the Period, resulting in fees totalling \$97,166.00, excluding HST, as summarized in **Exhibit "B"**.

6. As reflected on **Exhibit "B"**, the Monitor's average hourly rate for the Period was \$678.53.
7. I verily believe that the time expended and the fees charged are reasonable in light of the services performed and the prevailing market rates for services of this nature in downtown Toronto.

SWORN before me at the City of
Toronto, in the Province of Ontario,
this 29th day of September, 2025



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027



Robert Kofman

This is Exhibit "A" referred to in the
Affidavit of Robert Kofman sworn before
me, this 29th day of September, 2025



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027



ksv advisory inc.
220 Bay Street, Suite 1300
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266

ksvadvisory.com

INVOICE

McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

July 8, 2025

Invoice No: 4529
HST #: 824308969RT0001

Re: Norwood Industries Inc. (the “Company”)

For professional services rendered by KSV Advisory Inc. (“**KSV**”) from the commencement of the mandate to June 30, 2025, in its capacity as consultant to McCarthy, including:

- attending a kick-off meeting with the Company's Chief Restructuring Officer, G2 Capital Advisors LLC (“G2”) and the senior secured lender, Monroe Capital LLC (“Monroe”) to discuss background information on the Company's present financial and operational circumstances, the sale and investment solicitation process (“SISP”) and overall mandate;
- preparing a preliminary information request list and corresponding with G2 regarding same;
- reviewing financial and other information provided by G2 including, among other things, a draft 13-week cash flow forecast, AR and AP aging schedules, prospective buyers list, SISP teaser, inventory aging analysis, and consolidated balance sheet and income statement for YTD April 2025;
- discussing and corresponding with G2 on the information provided and the Company's business, including a status on the SISP;
- attending calls with McCarthy on May 23, 2025;
- attending calls with G2 on June 9, 2025;
- attending calls with G2 and McCarthy on June 12, 2025 to discuss insolvency process considerations; and
- to all other matters not specifically referenced above.

Total fees per attached summary	\$	7,279.00
HST		946.27
Total due	\$	<u>8,225.27</u>

KSV Advisory Inc.
Norwood Industries Inc.

Time Summary

For the period May 1, 2025 to June 30, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	4.60	4,255.00
Dean Perlman	560	5.40	3,024.00
Total fees			<u>7,279.00</u>



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INVOICE

Norwood Industries Inc.
35 Reid Dr
Barrie, ON L4N 0M4

September 17, 2025

Invoice No: 4692
HST #: 818808768RT0001

Re: Norwood Industries Inc. (the "Company")

For professional services rendered to September 14, 2025 in connection with the Company's proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), including:

- Corresponding regularly with the Company's Chief Restructuring Officer, G2 Capital Advisors LLC ("G2"), Monroe Capital LLC ("Monroe"), the senior secured lender, McCarthy Tetrault LLP ("McCarthy"), the Company's legal counsel, and Norton Rose Fulbright LLP, the Monitor's legal counsel;
- Reviewing background information regarding the Company, including a corporate organizational chart, historical financial information, cash flow forecasts, customer and vendor information and sale process materials prepared by G2;
- Participating on numerous calls with the Company, G2, McCarthys and Monroe regarding a sale and investment solicitation process (the "**SISP**") commenced prior to these proceedings by the Company, including a scheduled daily call;
- Preparing the pre-filing report of the proposed Monitor (the "Pre-Filing Report") filed in connection with a motion heard on September 12, 2025 (the "Initial Hearing");
- Working with G2 to prepare a cash flow forecast (the "**CFF**") for the CCAA proceedings;
- Preparing the required statutory reports on the CFF in connection with the Company's application for CCAA protection (the "**Initial Application**");
- Working with G2 to calculate the amount of the director and officer's charge;
- Reviewing and providing comments on all Court materials filed in connection with the Initial Hearing seeking an Initial Order (the "Order"), including:
 - o the Notice of Application;
 - o the Affidavit of Rhett Ross sworn September 9, 2025; and
 - o the Initial Order;
- Attending at Court (virtually) on September 12, 2025;

- Preparing CCAA Form 1 and filing same with the Office of the Superintendent of Bankruptcy (Canada);
- Preparing a communication plan for the Company's stakeholders, including vendors and employees;
- Drafting a notice to creditors and for publication in *The Globe and Mail* newspaper;
- Establishing the case website (the "**Case Website**");
- Preparing a preliminary list of known creditors;
- Corresponding with G2 to finalize a revised cash flow forecast in connection with the comeback hearing returnable September 19, 2025 (the "**Comeback Hearing**");
- Preparing the Monitor's first report in connection with the Comeback Hearing;
- Corresponding with G2 regarding all aspects of these proceedings, including the SISP and financial matters;
- Responding to stakeholders regarding these proceedings and its timeline and next steps;
- Maintaining the Case Website; and
- All other meetings, correspondence, etc. pertaining to this matter.

Total fees per attached summary	\$ 57,177.00
HST	<u>7,433.01</u>
Total due	\$ <u>64,610.01</u>

KSV Advisory Inc.
Norwood Industries Inc.

Time Summary

For the period July 2, 2025 to September 14, 2025

Personnel	Role	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	Overall responsibility	925	22.00	20,350.00
Dean Perlman	All aspects of the mandate	600	60.80	36,480.00
Other staff and administration			1.50	347.00
Total fees				<u>57,177.00</u>

**kSV advisory inc.**

220 Bay Street, Suite 1300

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INVOICE

Norwood Industries Inc.
35 Reid Drive
Barrie, ON L4N 0M4

September 23, 2025

Invoice No: 4698
HST #: 818808768RT0001

Re: Norwood Industries Inc. (the “Company”)

For professional services rendered from September 15 to September 21, 2025 in connection with the Company’s proceedings under the *Companies’ Creditors Arrangement Act* (“CCAA”), including:

- Corresponding regularly with the Company’s Chief Restructuring Officer, G2 Capital Advisors LLC (“G2”), Monroe Capital LLC (“Monroe”), the senior secured lender, McCarthy Tetrault LLP (“McCarthy”), the Company’s legal counsel, and Norton Rose Fulbright LLP, the Monitor’s legal counsel;
- Participating on numerous calls with the Company, G2, McCarthys and Monroe regarding the sale and investment solicitation process (the “SISP”) commenced prior to these proceedings by the Company;
- Reviewing and providing comments on all Court materials filed in connection with the Comeback Hearing seeking an Amended and Restated Initial Order (the “ARIO”), including:
 - the Affidavit of Rhett Ross sworn September 16, 2025; and
 - the ARIO;
- Attending at Court (virtually) on September 19, 2025;
- Preparing CCAA Form 2 and filing same with the Office of the Superintendent of Bankruptcy (Canada);
- Corresponding with G2 regarding all aspects of these proceedings, including the SISP and financial and vendor related matters;
- Speaking with representatives of Port Welding to discuss the SISP;
- Responding to enquiries from the Company’s suppliers and vendors;
- Monitoring the Company’s receipts and disbursements;
- Maintaining the case website; and

- All other meetings, correspondence, etc. pertaining to this matter.

Total fees per attached summary	\$	32,710.00
HST		<u>4,252.30</u>
Total due	\$	<u>36,962.30</u>

KSV Advisory Inc.
Norwood Industries Inc.

Time Summary

For the period September 15, 2025 to September 21, 2025

Personnel	Role	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	Overall responsibility	925	19.60	18,130.00
Dean Perlman	All aspects of the mandate	600	21.40	12,840.00
Other staff and administration			7.90	1,740.00
Total fees				<u>32,710.00</u>

This is Exhibit "B" referred to in the
Affidavit of Robert Kofman sworn before
me, this 29th day of September, 2025



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027

Norwood Industries Inc.
Schedule of Professionals' Time and Rates
For the Period from May 21, 2025 to September 21, 2025

Personnel	Title	Hours	Billing Rate (\$)	Amount (\$)
Bobby Kofman	Managing Director	46.20	925	42,735.00
Dean Perlman	Senior Manager	87.60	560 - 600	52,344.00
Other staff and administrative		9.40	175 - 240	2,087.00
Total fees		<u>143.20</u>		<u>97,166.00</u>
Total hours				143.20
Average hourly rate				\$ 678.53

Appendix “B”

**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 NORWOOD INDUSTRIES INC.**

Applicant

AFFIDAVIT OF JENNIFER STAM
(sworn September 26, 2025)

I, Jennifer Stam, of the City of Toronto, **MAKE OATH AND SAY:**

1. I am a barrister and solicitor qualified to practice law in the Province of Ontario and a partner with Norton Rose Fulbright Canada LLP ("**NRFC**"), counsel for KSV Restructuring Inc. ("**KSV**"), in its capacity as Monitor (in such capacity, the "**Monitor**") in these proceedings and as such have knowledge of the matters herein deposed to. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. I make this affidavit in support of a motion by the Applicant for, among other things, approval of the fees and disbursements of the Monitor and its counsel.
3. Attached hereto as **Exhibit "A"** is a schedule summarizing the accounts of NRFC (along with fees of Norton Rose Fulbright US LLP, an affiliate of NRFC, collectively "**NRF**") rendered to the Monitor for fees and disbursements incurred by NRF in connection with these proceedings for the period from the commencement of the engagement through to September 23, 2025.
4. Attached hereto as **Exhibit "B"** is a statement of experience summarizing the respective years of call and billing rates of each of the professionals at NRF that rendered services to the Monitor, the hours worked by each such individual and a blended hourly rate for the file.
5. Attached hereto as **Exhibit "C"** is a true copy of the accounts rendered to the Monitor for the above-noted period. I confirm that these accounts accurately reflect the services provided by NRF in this matter for this period and the fees and disbursements claimed by it for this period.

6. To the best of my knowledge, the rates charged by NRF throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services. I believe that the total hours, fees and disbursements incurred by NRF on this matter are reasonable and appropriate in the circumstances.

SWORN by Jennifer Stam before me at the City of Toronto, in the Province of Ontario on September 26, 2025 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.

Lauren Archibald

A Commissioner for taking Affidavits (or as may be)

Jennifer Stam

JENNIFER STAM

Law Society Number: 87151U

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF JENNIFER STAM, SWORN BEFORE ME
AT THE CITY OF TORONTO, IN THE PROVINCE OF
ONTARIO ON SEPTEMBER 26, 2025 IN ACCORDANCE
WITH O REG 431/20, *ADMINISTERING OATH OR
DECLARATION REMOTELY.*

Lauren Archibald

A Commissioner for taking Affidavits (or as may be)

Law Society Number: 87151U

SCHEDULE OF ACCOUNT

Account Date	For Billing Period Ending	Fees	Costs	Tax	TOTAL
September 25, 2025	September 23, 2025	\$54,086.24	\$1,557.20	\$4,992.08	\$60,635.52

THIS IS **EXHIBIT "B"** REFERRED TO IN THE
AFFIDAVIT OF JENNIFER STAM, SWORN BEFORE ME
AT THE CITY OF TORONTO, IN THE PROVINCE OF
ONTARIO ON SEPTEMBER 26, 2025 IN ACCORDANCE
WITH O REG 431/20, *ADMINISTERING OATH OR
DECLARATION REMOTELY.*

Lauren Archibald

A Commissioner for taking Affidavits (or as may be)

Law Society Number: 87151U

STATEMENT OF EXPERIENCE (NRF CANADA)

Name	Year of Call	Billing Rate	Hours Worked
Kelly, Mary	1988	\$ 1,335.00	2.10
Stam, Jennifer	2002	\$ 995.00	14.40
Cockburn, Michael	2018	\$ 780.00	8.70
Archibald, Lauren	2023	\$ 555.00	9.60
Sutherland, Tom	2020	\$ 555.00	6.95
Syed, Sulayman	Trainee	\$ 385.00	1.80
Clements, Holly	Paralegal	\$ 280.00	0.30
Doucet, Deborah	Paralegal	\$ 465.00	5.90
Hu, Eichan	Paralegal	\$ 305.00	0.30
Huntley, Scott	Paralegal	\$ 295.00	1.60
TOTAL HOURS:			51.65

Blended Rate: (excl. Disbursements and HST)			
\$37,152.00 ÷ 51.65 hours	=	\$	719.30

STATEMENT OF EXPERIENCE (NRF U.S)

Name	Year of Call	Billing Rate	Hours Worked
Dolan, Patrick	NY State Bar 2153062	\$ 2,221.11	6.30
Olmstead, Jay	Texas State Bar 15279600	\$ 1,869.32	1.20
Gerhart, Paulette	Paralegal	\$ 634.60	1.10
TOTAL HOURS:			8.60

Blended Rate: (excl. Disbursements and HST)			
\$16,934.24 ÷ 8.60 hours	=	\$	1,969.09

THIS IS **EXHIBIT "C"** REFERRED TO IN THE
AFFIDAVIT OF JENNIFER STAM, SWORN BEFORE ME
AT THE CITY OF TORONTO, IN THE PROVINCE OF
ONTARIO ON SEPTEMBER 26, 2025 IN ACCORDANCE
WITH O REG 431/20, *ADMINISTERING OATH OR
DECLARATION REMOTELY.*

Lauren Archibald

A Commissioner for taking Affidavits (or as may be)

Law Society Number: 87151U

INVOICE

Invoice Number 9090800775
Matter Number 1001359668
Invoice Date September 25, 2025
NRF Contact Jennifer Stam

NORTON ROSE FULBRIGHT

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto ON M5K 1E7
Canada
Tel: +1 416-216-4000
Fax: +1 416-216-3930
www.nortonrosefulbright.com
GST/HST No. 111340006
Accounts Contact:
nrcreceivables@nortonrosefulbright.com

For the attention of: Bobby Kofman,
President and Managing Director
bkofman@ksvadvisory.com

KSV Restructuring Inc.
150 King Street West
Suite 2308, Box 42
Toronto ON M5H 1J9

Advising KSV as Court Appointed Monitor in the CCAA Proceedings of Norwood Sawmills

Professional Services Rendered to September 23, 2025

Charges
CAD

SUMMARY

Taxable Fees	37,152.00	
Taxable Disbursements	1,248.65	
Taxable Amount	38,400.65	
HST 13.000%	4,992.08	
Non-taxable Fees	16,934.24	
Non-Taxable Disbursements	308.55	
TOTAL AMOUNT DUE AND PAYABLE	CAD	60,635.52

Payable Upon Receipt PAYMENT INFORMATION

Beneficiary: Norton Rose Fulbright Canada S.E.N.C.R.L., s.r.l/ LLP, 1, Place Ville Marie, Suite 2500, Montreal, Quebec, CANADA H3B 1R1
Bank information: Royal Bank of Canada, 1, Place Ville Marie, Montreal, Quebec, CANADA H3C 3B5, Bank 003, Transit 00001, Account No. 161-327-2, Swift Code ROYCCAT2.
Include invoice number on transfer order.

Please be alert to the risks of cyber-crime and email impersonation attempts to redirect funds inappropriately. We will not under usual circumstances change our bank account details during the course of a transaction. Any communication which you receive advising otherwise could be fraudulent and should urgently be orally verified with your known contact at our firm, or a member of our Finance department.

Invoice Date	September 25, 2025	Invoice Number	9090800775
Matter Number	1001359668		
Matter Description	Advising KSV as Court Appointed Monitor in the CCAA Proceedings of Norwood Sawmills		

TIME DETAILS

<u>DATE</u>	<u>NAME</u>	<u>HOURS</u>	<u>DESCRIPTION</u>
08/29/2025	Cockburn, M	0.50	Initial review of security documentation and co-ordinating performance of searches on debtor entities.
08/29/2025	Doucet, D	0.50	Ordering due diligence searches. Instructing S. Huntley regarding additional searches to be requested. Emailing with M. Cockburn.
08/29/2025	Huntley, S	1.00	Reviewing correspondence from D. Doucet. Attending to due diligence searches, as required.
09/02/2025	Cockburn, M	2.40	Reviewing Credit Agreement and amendments. Coordinating review of security documents with L. Archibald. Begin drafting of security opinion.
09/02/2025	Doucet, D	2.10	Receiving and reviewing search results. Conducting CIPO searches.
09/02/2025	Huntley, S	0.60	Obtaining and reviewing Bankruptcy Court litigation searches. Corresponding with eCore in follow up to Bank Act s. 427 searches. Reviewing Bank Act Searches. Corresponding with D. Doucet.
09/02/2025	Stam, J	0.80	Preliminary review of affidavit; correspondence re filing issues
09/03/2025	Archibald, L	3.90	Drafting the Ontario security review and opinion. Speaking with M.Cockburn regarding same.
09/03/2025	Cockburn, M	0.80	Meeting with M. Kelly regarding opinion enforceability matters. Meeting with L. Archibald regarding security review. Discussing opinion matters with J. Stam.
09/03/2025	Doucet, D	2.60	Reviewing and sending search results to M. Cockburn. Converting .xml file to .docx file for M. Cockburn. Preparing Summary of CIPO search results and circulating.
09/03/2025	Kelly, M	0.80	Discussion with M. Cockburn regarding conflicting governing law clauses. Reviewing material and providing sample language for enforceability opinion.
09/03/2025	Stam, J	1.90	Reviewing draft court materials; considering same; correspondence re same; discussion re security review
09/04/2025	Stam, J	1.30	Reviewing draft court materials; discussions and correspondence re same; discussion re security review
09/04/2025	Cockburn, M	2.60	Corresponding with M. Kelly regarding governing law in documents. Meeting with J. Stam regarding security review and preparation of security opinion. Prepare draft opinion

This invoice may include fees and disbursements of the member firms of Norton Rose Fulbright. Such fees and disbursements of member firms other than Norton Rose Fulbright Canada LLP are invoiced and collected by Norton Rose Fulbright Canada LLP as agent of the relevant member firm. Norton Rose Fulbright Canada LLP is a limited liability partnership established in Canada. Norton Rose Fulbright Canada LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright South Africa Inc. and Norton Rose Fulbright US LLP are separate legal entities and all of them are members of Norton Rose Fulbright, a Swiss verein. Norton Rose Fulbright helps coordinate the activities of the members but does not itself provide legal services to clients. For more information, see nortonrosefulbright.com/legal-notices.

Invoice Date	September 25, 2025	Invoice Number	9090800775
Matter Number	1001359668		
Matter Description	Advising KSV as Court Appointed Monitor in the CCAA Proceedings of Norwood Sawmills		

		and provide to J. Stam for review.
09/04/2025	Archibald, L	4.40 Drafting the Ontario security review and opinion. Speaking with M.Cockburn regarding strategic next steps.
09/05/2025	Clements, H	0.30 Receipt of instructions. Conducting Alberta PPR search for Norwood Industries Inc. Providing results to M. Cockburn.
09/05/2025	Cockburn, M	1.30 Meeting with J. Stam to discuss opinion. Corresponding with M. Kelly regarding enforceability matters. Revisions to draft opinion and provide to J. Stam for reference to the client. Prepare summary of comments arising from security review and provide to J. Stam.
09/05/2025	Doucet, D	0.20 Liaising additional searches through BC and AB teams.
09/05/2025	Hu, E	0.30 Conducting BC company and PPR searches. Coordinating court searches.
09/05/2025	Stam, J	1.60 Further review draft court materials; correspondence re same; reviewing draft security opinion; correspondence re same; internal discussion re same
09/06/2025	Dolan, P	0.30 Norwood Industries: emails to/from Jenny re memorandum re US security agreement.
09/06/2025	Stam, J	0.70 Reviewing draft report; correspondence re same; correspondence re security opinion
09/07/2025	Cockburn, M	0.10 Responding to J. Stam inquiries regarding trademark registrations and post-2021 intellectual property security.
09/07/2025	Dolan, P	1.00 Norwood Industries: reviewed US security agreement and precedent memos; t/c with Jenny re same.
09/08/2025	Syed, S	1.80 Verifying IP security in 2024 documents for L. Archibald.
09/08/2025	Sutherland, T	0.10 Meeting with J. Stam to strategize IP asset searches.
09/08/2025	Sutherland, T	2.65 Conducting IP asset searches.
09/08/2025	Stam, J	1.60 Discussions re security review, IP and other issues; reviewing opinion re same; working on pre filing report; correspondence re finalizing same; reviewing draft TSA: comments re same
09/08/2025	Kelly, M	1.10 Considering issues relating to conflicting governing law provisions. Reviewing opinion and providing comments. Attending conference call.
09/08/2025	Doucet, D	0.50 Receiving additional instructions from M. Cockburn. Running further CIPO searches. Connecting M. Cockburn with associates that conduct USPTO searches.

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Invoice Date	September 25, 2025	Invoice Number	9090800775
Matter Number	1001359668		
Matter Description	Advising KSV as Court Appointed Monitor in the CCAA Proceedings of Norwood Sawmills		

09/08/2025	Dolan, P	1.00	Jenny's edits to the memo; revised same.
09/08/2025	Cockburn, M	0.70	Attending to USPTO matters. Call with J. Stam and M. Kelly regarding governing law conflict matters. Finalize opinion and provide to J. Stam.
09/08/2025	Archibald, L	0.40	Attending to matters concerning the security review and opinion. Reviewing the secured IP and providing instructions to S.Syed regarding same.
09/09/2025	Kelly, M	0.20	Reviewing MT response to opinion and exchanging emails with J. Stam.
09/09/2025	Stam, J	1.20	Working on report; correspondence re same; reviewing final CCAA materials; reviewing draft communications
09/09/2025	Sutherland, T	1.40	Conducting IP searches.
09/10/2025	Sutherland, T	2.80	Conducting IP searches; Cross-referencing IP assets identified with the IP noted in the security agreements; Identifying IP not presently secured; Identifying possible minor defects with the IP assets.
09/10/2025	Stam, J	0.90	Reviewing US opinion; correspondence re same; attending to matters re pre filing report
09/10/2025	Olmstead, J	1.20	Review draft memorandum per request of P. Dolan, and related email correspondence
09/10/2025	Dolan, P	1.50	Norwood: edits to memo; Jenny's email re same; Jenny's edits to memo; revised same.
09/10/2025	Cockburn, M	0.30	Reviewing draft US security opinion and providing comments thereon to J. Stam.
09/10/2025	Archibald, L	0.40	Attending to matters concerning the pre-filing report.
09/11/2025	Dolan, P	1.50	memo edits from Jenny; revised same; t/c's and emails to/from Jenny re good standing issue; t/c with Josh Agrons re same.
09/11/2025	Gerhart, P	1.00	1001359668 - Arrange to procure UCC searches in Delaware on Norwood Industries Inc. and Norwood Enterprise Inc.; attempt to procure Certificate of Good Standing from Delaware Secretary of State; e-mail correspondence with P. Dolan regarding same; respond to inquiry by P. Dolan on method to reinstate the company with the Delaware Secretary of State.
09/12/2025	Dolan, P	1.00	Norwood: Jenny's email re identification number for three subsidiaries; emails to/from Paulette (paralegal) re same.
09/12/2025	Gerhart, P	0.10	Receipt and review of email inquiry from P. Dolan in connection with corporate number of the entity searched in

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Invoice Date	September 25, 2025	Invoice Number	9090800775
Matter Number	1001359668		
Matter Description	Advising KSV as Court Appointed Monitor in the CCAA Proceedings of Norwood Sawmills		

			the UCC records of the Secretary of State office; prepare response accordingly.
09/12/2025	Stam, J	1.60	Preparing for and attending initial hearing; follow up re same; conference call re next steps; correspondence re same
09/15/2025	Stam, J	0.70	Correspondence and discussions re status and strategy; reviewing court materials re same
09/16/2025	Archibald, L	0.50	Attending to matters regarding the First Report of the Monitor.
09/16/2025	Stam, J	1.20	Discussions and correspondence re status and strategy; reviewing draft court materials and report
09/17/2025	Stam, J	0.90	Finalizing and serving report; correspondence re same
Total		60.25	

TIME SUMMARY

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Partner			
Dolan, P	6.30	2,221.11	13,993.00
Kelly, M	2.10	1,335.00	2,803.50
Stam, J	14.40	995.00	14,328.00
		Sub Total	31,124.50

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Of Counsel			
Olmstead, J	1.20	1,869.32	2,243.18
		Sub Total	2,243.18

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Senior Associate			
Cockburn, M	8.70	780.00	6,786.00
		Sub Total	6,786.00

This invoice may include fees and disbursements of the member firms of Norton Rose Fulbright. Such fees and disbursements of member firms other than Norton Rose Fulbright Canada LLP are invoiced and collected by Norton Rose Fulbright Canada LLP as agent of the relevant member firm. Norton Rose Fulbright Canada LLP is a limited liability partnership established in Canada. Norton Rose Fulbright Canada LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright South Africa Inc. and Norton Rose Fulbright US LLP are separate legal entities and all of them are members of Norton Rose Fulbright, a Swiss verein. Norton Rose Fulbright helps coordinate the activities of the members but does not itself provide legal services to clients. For more information, see nortonrosefulbright.com/legal-notices.

Invoice Date	September 25, 2025	Invoice Number	9090800775
Matter Number	1001359668		
Matter Description	Advising KSV as Court Appointed Monitor in the CCAA Proceedings of Norwood Sawmills		

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Associate			
Archibald, L	9.60	555.00	5,328.00
		Sub Total	5,328.00
<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Patent Agent			
Sutherland, T	6.95	550.00	3,822.50
		Sub Total	3,822.50
<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Trainee			
Syed, S	1.80	385.00	693.00
		Sub Total	693.00
<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Paralegal			
Clements, H	0.30	280.00	84.00
Doucet, D	5.90	465.00	2,743.50
Gerhart, P	1.10	634.60	698.06
Hu, E	0.30	305.00	91.50
Huntley, S	1.60	295.00	472.00
		Sub Total	4,089.06
Total	60.25		54,086.24

DISBURSEMENT SUMMARY

<u>DESCRIPTION</u>	<u>QTY</u>	<u>AMOUNT</u>
Montreal		

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Taxable

Search Fee	1.00	1,248.65
	Sub Total	1,248.65

San Antonio**Non-Taxable**

Search Fee	1.00	308.55
	Sub Total	308.55
	TOTAL	1,557.20

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 NORWOOD INDUSTRIES INC.

Court File No. CV-25-00751289-00CL

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

Proceeding commenced at TORONTO

AFFIDAVIT OF JENNIFER STAM
(sworn September 26, 2025)

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Lawyer for the Monitor