

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the Applicant is hereby authorized and directed to complete the Transaction on the terms of the Stalking Horse APA, with such minor amendments as the parties thereto may deem necessary, with the approval of the Monitor. The Applicant is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Monitor's Certificate**"), all of the Applicant's right, title, benefit and interest in and to the Purchased Assets described in the Stalking Horse APA shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order dated January 20, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule "B"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "C"**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if

the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Applicant is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Applicant's records pertaining to the Applicant's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Applicant.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") in respect of the Applicant and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicant;

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

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an

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

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

Schedule A – Form of Monitor’s Certificate

Court File No.: CV-23-00693280-00CL

**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 TEHAMA INC.

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Kimmel of the Ontario Superior Court of Justice (the “**Court**”) dated January 20, 2023, Deloitte Restructuring Inc. was appointed as monitor (in such capacity, the “**Monitor**”) of Tehama Inc. (the “**Vendor**”);

B. Pursuant to an Order of the Court dated March 20, 2023, the Court approved the stalking horse purchase agreement dated February 7, 2023 (the “**Stalking Horse APA**”) between the Vendor and 14667913 Canada Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser all of the Vendor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Vendor and the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets, (ii) that the conditions to closing as set out in the Stalking Horse APA have been satisfied or waived by the Vendor and the Purchaser, and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Stalking Horse APA.

THE MONITOR CERTIFIES the following:

- 1. The Purchaser has delivered the Purchase Price and closing deliveries and the Vendor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Stalking Horse APA;
- 2. The conditions to closing as set out in the Stalking Horse APA have been satisfied or waived by the Vendor and the Purchaser, respectively;
- 3. All amounts due and payable on account of fees and disbursements secured pursuant to the Administration Charge, as outlined in the revised cash flow forecast attached as Appendix “B” to the Monitor’s third report dated March 27, 2023, have been paid; and
- 4. The Transaction has been completed to the satisfaction of the Monitor.

THIS CERTIFICATE was delivered by the Monitor at _____ [TIME] on _____ [DATE].

**DELOITTE RESTRUCTURING INC., solely
in its capacity as Monitor of Tehama Inc., and
not in any other capacity**

Per: _____
Name:
Title:

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 TEHAMA INC

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

Proceedings commenced at Toronto, Ontario

MONITOR'S CERTIFICATE

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Robert Kennedy (LSO # 474070)
Tel: 416-367-6756
Fax: 416-863-4592
robert.kennedy@dentons.com

Chase Irwin (LSO # 60743F)
Tel: 1-613-783-9642
chase.irwin@dentons.com

Mark A. Freake (LSO # 63656H)
Tel: 416-863-4456
mark.freake@dentons.com

Lawyers for the Applicant

Schedule B – Claims to be deleted and expunged

- Province of Ontario – Personal Property Security Registration System

File Number	Registration Number	Debtor	Secured Party
771408153	20210409 1406 1862 5324	Tehama Inc.	Canadian Imperial Bank of Commerce

Schedule C – Permitted Encumbrances

(unaffected by the Vesting Order)

None.

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 TEHAMA INC

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

APPROVAL AND VESTING ORDER

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Robert Kennedy (LSO # 474070)
Tel: 416-367-6756
Fax: 416-863-4592
robert.kennedy@dentons.com

Chase Irwin (LSO # 60743F)
Tel: 1-613-783-9642
chase.irwin@dentons.com

Mark A. Freake (LSO # 63656H)
Tel: 416-863-4456
mark.freake@dentons.com

Lawyers for the Applicant