Court File No.: BK-26-03432653-0032
Estate File No. 32-3432653

**ONTARIO**
**SUPERIOR COURT OF JUSTICE**
**(IN BANKRUPTCY AND INSOLVENCY)**

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| THE HONOURABLE MR. | ) | THURSDAY, THE 15TH DAY |
| | ) | |
| JUSTICE MCARTHUR | ) | OF OCTOBER 2026 |

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c. B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FERGUSON-NEUDORF GLASS INC., OF THE TOWN OF BEAMSVILLE IN THE REGIONAL MUNICIPALITY OF NIAGARA**

Estate File No. 32-3432656

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 2030247 ONTARIO INC., OF THE TOWN OF BEAMSVILLE IN THE REGIONAL MUNICIPALITY OF NIAGARA**

**ORDER**
**(Stay extension, administrative consolidation, priority charges, broker listing agreement)**

**THIS MOTION**, made by Ferguson-Neudorf Glass Inc. ("**FNG**") for an order, among other things: (i) administratively consolidating the proceedings in respect of FNG and 2030247 Ontario Inc. ("**PropCo**", and together with FNG, the "**Companies**"), (ii) extending the time to file proposals; (iii) approving the DIP Facility (as defined herein) and granting the DIP Lender's Charge (as defined herein); (iv) granting the Administration Charge (as defined herein); (v) approving the Stevensville Broker Listing Agreement (as defined herein); and (vi) approving the First Report (as defined herein), was heard this day.

**ON READING** the Notice of Motion, the Affidavit of Jeffrey Neudorf, sworn on October 6, 2026 (the "**Neudorf Affidavit**"), and the exhibits thereto, the First Report of the Proposal Trustee dated October 7, 2026 (the "**First Report**") of KPMG Inc. in its capacity as proposal trustee of the Companies (in such capacity, the "**Proposal Trustee**"), the Supplemental Affidavit of Jeffrey Neudorf, sworn on October 13, 2026, and the exhibits thereto, and the factum of the Companies,

**AND ON HEARING** the submissions of the counsel for the Companies, the Proposal Trustee, and those other persons in attendance as indicated on the Participant Information Form, no other person in attendance although properly served as appears from the Lawyer's Certificates of Service dated October 7, 13 and 14, 2026, filed.

**SERVICE**

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the Motion Record in support of this motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service and filing thereof.

**ADMINISTRATIVE CONSOLIDATION**

2. **THIS COURT ORDERS** that, without prejudice to the right of any party to seek or oppose substantive consolidation in respect of any or all of the following proceedings:

    a. In the Matter of the Notice of Intention to Make a Proposal of Ferguson-Neudorf Glass Inc., bearing Court File No. BK-26-03432653-0032 and Estate No. 32-3432653; and

b. In the Matter of the Notice of Intention to Make a Proposal of 2030247 Ontario Inc., bearing Court File No. BK-26-03432656-0032 and Estate No. 32-3432656;

(collectively, the "**NOI Proceedings**"), the NOI Proceedings shall be administratively consolidated, and the Proposal Trustee shall be authorized and directed to administer the NOI Proceedings on a consolidated basis for all purposes in carrying out its administrative duties and other responsibilities as trustee under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), including, without limitation, the following:

a. Sending notices to creditors of the Companies pursuant to one consolidated notice;

b. Calling and conducting any meetings of creditors of the Companies pursuant to one combined advertisement and meeting;

c. Issuing consolidated reports in respect of the estates of the Companies;

d. Preparing, filing, advertising and distributing any and all filings and/or notices relating to the administration of the estates of the Companies on a consolidated basis;

e. Taxing its fees, and those of its counsel; and

f. Bringing motions to this Honourable Court on a consolidated basis.

3. **THIS COURT ORDERS** that the single Court File No. BK-26-03432653-0032 (the "**Consolidated Court File**") and the following title of proceeding shall be assigned to the NOI Proceedings;

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,**
**RSC 1985, c. B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FERGUSON-NEUDORF GLASS INC. OF THE TOWN OF BEAMSVILLE IN THE REGIONAL MUNICIPALITY OF NIAGARA**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 2030247 ONTARIO INC. OF THE TOWN OF BEAMSVILLE IN THE REGIONAL MUNICIPALITY OF NIAGARA**

4. **THIS COURT ORDERS** that for avoidance of doubt, any motion, application or action, including the herein motion, in respect of the Companies or any of them shall be brought and filed in the Consolidated Court File and if so brought and filed, shall be deemed brought and filed in each of the NOI Proceedings, as appropriate, without prejudice to any rules of civil procedure or otherwise that are applicable.

5. **THIS COURT ORDERS** that the administrative consolidation of the NOI Proceedings shall not:

   a. cause either of the Companies to be liable for any claim for which they otherwise are not liable; or

   b. affect the Proposal Trustee's or a creditor's rights to seek to disallow any claim, including on the basis that such claim is a duplicative claim.

**EXTENSION OF TIME TO FILE PROPOSAL**

6. **THIS COURT ORDERS** that pursuant to Section 50.4(9) of the BIA, the time for filing of proposals by the Companies be and is hereby extended by a period of 40 days, up to and including December 11, 2026.

**ADMINISTRATIVE CHARGE**

7. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the Companies shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Companies as part of the costs of these proceedings. The Companies are hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel for the Proposal Trustee and counsel for the Companies as such accounts are rendered. The Proposal Trustee and its counsel shall be authorized to immediately apply any such payments made by the Companies to their fees and disbursements and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

8. **THIS COURT ORDERS** that pursuant to Section 64.2 of the BIA, the Proposal Trustee, counsel to the Proposal Trustee, and the Companies' counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on all of the Companies' current and future assets, undertakings and properties of every nature and kind whatsoever and wherever situate including all proceeds thereof (the "**Property**"), which charge shall not exceed an aggregate amount of $200,000, as security for their professional fees and disbursements incurred at the standard rates and charges of Companies' counsel, the Proposal Trustee and its counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 15 and 17 herein.

**DIP FINANCING**

9. **THIS COURT ORDERS** that the Companies are hereby authorized and empowered to obtain and borrow under a credit facility (the "**DIP Facility**") from Royal Bank of Canada (the "**DIP Lender**") provided that borrowings under the DIP Facility shall not exceed $2,500,000 unless permitted by further order of this Court.

10. **THIS COURT ORDERS** that the DIP Facility shall be on the terms and subject to the conditions set forth in the term sheet between the Companies and the DIP Lender dated October 2, 2026 (the "**Term Sheet**"), attached as Exhibit M to the Neudorf Affidavit, subject to such minor amendments as may be acceptable to the Companies and the DIP Lender, and approved by the Proposal Trustee.

11. **THIS COURT ORDERS** that the Companies are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as contemplated by the Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Companies are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

12. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property as security for the Companies' obligations to the DIP Lender under the Term Sheet, which DIP Lender's

Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 15 and 17 herein.

13. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

a. the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

b. upon the occurrence of an event of default under the Term Sheet or the Definitive Documents, the DIP Lender, upon 5 days' notice to the Companies and the Proposal Trustee, may exercise any and all of its rights and remedies against the Companies or the Property under or pursuant to the Term Sheet, the Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Companies and set off and/or consolidate any amounts owing by the DIP Lender to the Companies against the obligations of the Companies to the DIP Lender under the Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Companies and for the appointment of a trustee in bankruptcy of the Companies; and

c. the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver or receiver and manager of the Companies or the Property.

14. **THIS COURT ORDERS** that the DIP Lender shall be treated as unaffected in any proposal filed by the Companies under the BIA, with respect to any advances made under the Definitive Documents.

**VALIDITY OF THE CHARGES CREATED BY THIS ORDER**

15. **THIS COURT ORDERS** that the priorities of the Administration Charge and the DIP Lender's Charge (together, the "**Charges**"), as among them, shall be as follows:

    a. First: DIP Lender's Charge (to the maximum principal amount of $2,500,000); and

    b. Second: Administration Charge (to the maximum amount of $200,000).

16. **THIS COURT ORDERS** that the filing, registration, or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

17. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any individual, firm, corporation, governmental agency, or any other entities (each and any, a "**Person**").

18. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Companies shall not grant any Encumbrances over any

Property that rank in priority to, or *pari passu* with the Charges, unless the Companies obtain the prior written consent of the Proposal Trustee, the DIP Lender and the beneficiaries of the Charges, or further Order of this Court.

19. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (the "**Chargees**") shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Companies, and notwithstanding any provision to the contrary in any Agreement:

    a. the creation of the Charges shall not create or be deemed to constitute a breach by the Companies of any Agreement to which they are a party;

    b. none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

    c. the payments made by the Companies pursuant to this Order, and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent

conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

20. **THIS COURT ORDERS** that the Charges created by this Order over leases of real property in Canada shall only be a charge in the Companies' interests in such real property leases.

**NO LIABILITY OF PROPOSAL TRUSTEE**

21. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Proposal Trustee under the BIA or as an officer of this Court, the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Proposal Trustee under the BIA or any applicable legislation.

**APPROVAL OF FIRST REPORT**

22. **THIS COURT ORDERS** that the First Report, and the activities, conduct, and decisions of the Proposal Trustee described therein, be and are hereby approved, provided that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any such way such approval.

**APPROVAL OF LISTING AGREEMENT**

23. **THIS COURT ORDERS** that the Companies are hereby authorized and empowered, *nunc pro tunc*, to retain CBRE Limited ("**CBRE**") to act as real estate broker and listing agent for the real property municipally known as 3565 Eagle Street, Fort Erie, Ontario (the "**Stevensville**

**Property**") pursuant to the listing agreement entered into between PropCo and CBRE dated May 5, 2026, as amended (the "**Stevensville Broker Listing Agreement**").

24. **THIS COURT ORDERS** that any other listing agreement in respect of the Stevensville Property is null and void.

**GENERAL**

25. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order, any funds held by an obligee, general contractor, owner, Euler Hermes North America Insurance Company, operating as Allianz Trade, and co-surety Markel Insurance Company (the "**Surety**"), or in any escrow, trust, or funds control account established in connection with a bonded contract, including any funds intended for use in, or held for the completion of, a bonded contract and any funds payable to or receivable by the Companies in respect of a bonded contract for which the Surety has issued a performance bond, labour and material payment bond, or other surety bond, or has made or may make advances or payments under the Indemnity and Security Agreement dated February 6, 2019 between the Companies and the Surety, shall be excluded from the Property for all purposes of this Order; provided, however, that any funds advanced under the DIP Facility, and any receivables and proceeds derived therefrom, shall form part of the Property of the Companies; but nothing in this Order shall be taken to be determinative as to whether certain funds constitute receivables or proceeds derived therefrom.

26. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada and as against all Persons against whom it may otherwise be enforced.

27. **THIS COURT ORDERS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or in any other foreign jurisdiction to give effect to this Order and to assist the Companies, the Proposal Trustee 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 Companies and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to recognize and give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Companies, the Proposal Trustee and their respective agents in carrying out the terms of this Order.

28. **THIS COURT ORDERS** that both of the Companies and the Proposal Trustee be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

29. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order and are enforceable without any need for entry and filing.

30. This matter is returnable on December 1, 2026 at 10:00 am to address outstanding matters.

M.D. McArthur

M.D. MCARTHUR, J.

ISSUED AND ENTERED ELECTRONICALLY

Lindsay T Old

Digitally signed by Lindsay T Old
Date: 2026.10.16 14:23:37 -04'00'

LOCAL REGISTRAR
45 MAIN STREET EAST
HAMILTON, ON, L8N 2B7

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FERGUSON-NEUDORF GLASS INC., IN THE TOWN OF BEAMSVILLE IN THE REGIONAL MUNICIPALITY OF NIAGARA**

Court File No.: BK-26-03432653-0032
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**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 2030247 ONTARIO INC., OF THE TOWN OF BEAMSVILLE IN THE REGIONAL MUNICIPALITY OF NIAGARA**

Estate File No. 32-3432656

***ONTARIO***
**SUPERIOR COURT OF JUSTICE**
**(IN BANKRUPTCY & INSOLVENCY)**

Proceeding commenced in Hamilton

# ORDER


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