

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

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

**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**

SUPPLEMENTAL MOTION RECORD

October 13, 2026

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(updated October 13, 2026)

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**SUPPLEMENTARY AFFIDAVIT OF JEFFREY NEUDORF
(sworn October 13, 2026)**

I, **Jeffrey Neudorf**, of the City of St. Catharines, in the Regional Municipality of Niagara, Ontario, Canada, **MAKE OATH AND SAY:**

1. I am the President of Ferguson-Neudorf Glass Inc. ("**FNG**") and a director of 2030247 Ontario Inc. ("**PropCo**" and with FNG, the "**Companies**"), the debtors in this proceeding under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 as amended (the "**BIA**"). I have personal knowledge of the matters in this affidavit, except where I state that they are based on information and belief. Where I rely on information from others, I identify the source and believe the information to be true.

2. I swore an affidavit on October 6, 2026 (the "**First Affidavit**") in support of the Companies' motion returnable October 15, 2026 (the "**Motion**"). The Motion seeks, among other things, approval of the SISP and the Stalking Horse Agreement. Capitalized terms not defined in this affidavit have the meanings given in the First Affidavit.

OVERVIEW

3. This supplementary affidavit puts before the Court an agreement amending the Stalking Horse Agreement (the "**Amending Agreement**") and explains why the parties made it. The Stalking Horse Agreement requires the Court to issue the order approving the SISP (the "**SISP Approval Order**") by October 9, 2026. However, the motion for, among other things, including the SISP Approval Order is returnable October 15, 2026. The Stalking Horse Purchasers and the Companies have agreed to amend the Stalking Horse Agreement accordingly. The Amending Agreement is dated October 13, 2026. A copy is attached as **Exhibit "A"**.
4. The Amending Agreement replaces section 8.2(b) with the following:

"(b) SISP Approval Order. The Court shall have issued and entered the SISP Approval Order in form and substance satisfactory to the Purchasers, approving the sale process and recognizing this Agreement as the Stalking Horse Bid and a deemed Qualifying Bid no later than October 15, 2026 or such other date as the parties may agree in writing, with the consent of the Proposal Trustee."
5. No other term of the Stalking Horse Agreement changes. The Stalking Horse Purchase Price, the Deposit, the Break Fee and the December 31, 2026 outside date for closing remain the same.

6. The Proposal Trustee consented to the Amending Agreement.
7. I swear this affidavit in support of the Motion and for no other or improper purpose.

SWORN REMOTELY by **JEFFREY**)
NEUDORF in the Town of Beamsville, in the)
Regional Municipality of Niagara, in the)
Province of Ontario before me at the City of)
Toronto, in the Province of Ontario this 13th day)
of October, 2026 in accordance with O. Reg.)
431/20, *Administering Oath or Declaration*)
Remotely.)

Signed by:

Matthew Gaulton

0CA80BF32DBD4E7...

A Commissioner for taking Affidavits, etc.

Signed by:

Jeff Neudorf

FBB8E23539384BB

JEFFREY NEUDORF

This is Exhibit "A" referred to in the Supplementary Affidavit of Jeffrey Neudorf
SWORN remotely by Jeffrey Neudorf of the Town of Beamsville, Regional Municipality of
Niagara, in the Province of Ontario, Canada before me at the City of Toronto in the Province of
Ontario, on October 13, 2026, in accordance with O. Reg. 431/20, Administering Oath or
Declaration Remotely.

Signed by:

Matthew Gaulton

0CA89BF32DBD4E7...

A Commissioner for Taking Affidavits, etc.

FIRST AMENDING AGREEMENT TO STALKING HORSE ASSET PURCHASE AGREEMENT

This First Amending Agreement is made as of October 13, 2026 (this “**Amending Agreement**”).

AMONG:

FERGUSON-NEUDORF GLASS INC., a corporation incorporated pursuant to the laws of the Province of Ontario (“**FNG**”)

- and -

2030247 ONTARIO INC., a corporation incorporated pursuant to the laws of the Province of Ontario (“**203**” and together with FNG, the “**Vendors**” and each, a “**Vendor**”)

- and -

TRIUMPH GLAZING LTD., a corporation incorporated pursuant to the laws of the Province of Ontario (“**Triumph**”)

- and -

CESALTINA HOLDINGS INC., a corporation incorporated pursuant to the laws of the Province of Ontario (“**Cesaltina**” and together with Triumph, the “**Purchasers**” and each, a “**Purchaser**”)

RECITALS:

A. The Vendors and the Purchasers (collectively, the “**Parties**”) entered into a stalking horse asset purchase agreement made as of October 1, 2026 (the “**Purchase Agreement**”).

B. Section 8.2(b) of the Purchase Agreement provides, as a condition precedent in favour of the Purchasers, that the Court shall have issued and entered the SISP Approval Order no later than October 9, 2026.

C. Section 10.5 of the Purchase Agreement provides that the Purchase Agreement may be amended by written instrument executed by the Vendors and the Purchasers, with the consent of the Proposal Trustee where required by the Sale Process or by an order of the Court.

D. The Parties wish to amend the Purchase Agreement on the terms set out in this Amending Agreement, and KPMG Inc., in its capacity as Proposal Trustee, has consented to such amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amending Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Parties agree as follows:

1. Defined Terms

Capitalized terms used but not defined in this Amending Agreement have the meanings given to them in the Purchase Agreement.

2. Amendment to Section 8.2(b)

Section 8.2(b) of the Purchase Agreement is deleted in its entirety and replaced with the following:

“(b) SISP Approval Order. The Court shall have issued and entered the SISP Approval Order in form and substance satisfactory to the Purchasers, approving the sale process and recognizing this Agreement as

the Stalking Horse Bid and a deemed Qualifying Bid no later than October 15, 2026 or such other date as the parties may agree in writing, with the consent of the Proposal Trustee.”

3. Conforming Amendment to Section 5.1(a)

The last sentence of Section 5.1(a) of the Purchase Agreement is amended by deleting “October 9, 2026” and replacing it with “October 15, 2026 (or such other date as the Parties may agree in writing, with the consent of the Proposal Trustee)”.

4. No Termination

Each Party acknowledges and agrees that no Party has exercised, and no Party shall be entitled to exercise, any right of termination under the Purchase Agreement by reason of the SISP Approval Order not having been issued and entered on or before October 9, 2026.

5. Confirmation

Except as expressly amended by this Amending Agreement, the Purchase Agreement remains unamended and in full force and effect. From and after the date of this Amending Agreement, each reference to “this Agreement”, “hereof”, “herein” and similar expressions in the Purchase Agreement shall mean the Purchase Agreement as amended by this Amending Agreement, and this Amending Agreement shall be read and construed together with the Purchase Agreement as one agreement.

6. Proposal Trustee

The Proposal Trustee executes this Amending Agreement solely to evidence its consent hereto in its capacity as Proposal Trustee of the Vendors and not in its personal or corporate capacity, and shall have no Liability in connection herewith. Section 10.12 of the Purchase Agreement applies to this Amending Agreement, *mutatis mutandis*.

7. Governing Law

This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court.

8. Enurement

This Amending Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

9. Counterparts

This Amending Agreement may be executed and delivered electronically in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart shall be deemed to constitute due and sufficient delivery of such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Amending Agreement as of the date first written above.

For the Vendors:

FERGUSON-NEUDORF GLASS INC.

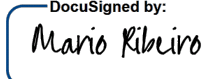
Signed by:
By: 
Name: Jeff Neudorf
Title: Authorizing Signing Authority
I have authority to bind the corporation.

2030247 ONTARIO INC.

Signed by:
By: 
Name: Jeff Neudorf
Title: Authorizing Signing Authority
I have authority to bind the corporation.

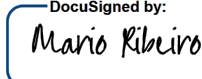
For the Purchasers:

TRIUMPH GLAZING LTD.

By: 
Name: Mario Ribeiro
Title: President

I have authority to bind the corporation.

CESALTINA HOLDINGS INC.

By: 
Name: Mario Ribeiro
Title: Authorized Signing Authority

I have authority to bind the corporation.

CONSENTED TO this 13th day of October, 2026:

**KPMG INC., in its capacity as Proposal Trustee of
Ferguson-Neudorf Glass Inc. and 2030247 Ontario
Inc., and not in its personal or corporate capacity**

Signed by:
By: Pritesh Patel
BF7FC155617A411...

Name: Pritesh Patel

Title: Authorized Signing Authority

I have authority to bind the Trustee.

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	ONTARIO SUPERIOR COURT OF JUSTICE (IN BANKRUPTCY & INSOLVENCY) Proceeding commenced in Hamilton
	SUPPLEMENTARY AFFIDAVIT OF JEFFREY NEUDORF (sworn October 13, 2026)
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Proceeding commenced in Hamilton

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