



2024

Hfx No. 531463

SUPREME COURT OF NOVA SCOTIA

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

AND IN THE MATTER OF A PLAN OR ARRANGEMENT OF SALTWIRE NETWORK INC., THE HALIFAX HERALD LIMITED, HEADLINE PROMOTIONAL PRODUCTS LIMITED, TITAN SECURITY & INVESTIGATION INC., BRACE CAPITAL LIMITED AND BRACE HOLDINGS LIMITED

BETWEEN:

Fiera Private Debt Fund III LP and Fiera Private Debt Fund V LP,
each by their general partner, Fiera Private Debt GP Inc.

Applicants

-and-

Saltwire Network Inc., The Halifax Herald Limited, Headline Promotional Products Limited,
Titan Security & Investigation Inc., Brace Capital Limited and Brace Holdings Limited

Respondents



ORDER

(Saltwire and The Herald Sale Approval and Vesting Order)

BEFORE THE HONOURABLE JUSTICE KEITH IN CHAMBERS:

WHEREAS the Applicants applied for relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended (the "CCAA") in respect of the Respondents (the "**Companies**"), which was granted by an order dated March 13, 2024 (the "**Initial Order**"), amended and restated by order dated March 22, 2024 (the "**Amended and Restated Initial Order**"), which, among other things, appointed KSV Restructuring Inc. as CCAA Monitor (the "**Monitor**"), and, now or in the future, provides that the Monitor may apply for other relief under the CCAA as may be sought on notice of motion.

AND WHEREAS pursuant to the Order of this Court dated March 25, 2024 approving, among other things, a sales and investment solicitation process in respect of the Companies (the “**SISP Approval Order**”), the Monitor is authorized to seek from this Court approval to consummate any transaction identified in such process as the highest or otherwise best bid received.

AND UPON motion of the Monitor for an Order:

- (a) approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale dated July 25, 2024 as between The Halifax Herald Limited and Saltwire Network Inc. as sellers (collectively, the “**Sellers**”, and each, a “**Seller**”) and Postmedia Network Inc. (“**Postmedia**”), as amended from time to time (the “**Asset Purchase Agreement**”); and
- (b) vesting in Postmedia’s affiliate PNI Maritimes LP, as assignee of Postmedia (the “**Buyer**”), the Sellers’ right, title, and interest in the Purchased Assets (as defined in the Asset Purchase Agreement) to the Buyer free and clear of all Claims (as defined below).

AND UPON reading the Fourth Report of the Monitor dated July 31, 2024 and the other materials on file herein;

AND UPON HEARING from counsel for the Monitor and such other counsel who were present and wished to be heard;

The following parties received notice of this application: see attached as Schedule “B”.

The following parties, represented by the following counsel, made submissions:

Party

Monitor, KSV Restructuring Inc.

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On motion of the Monitor, the following is ordered and declared:

SERVICE AND DEFINITIONS

1. The service of the notice of motion in chambers and the supporting documents, as set out in the affidavits of service filed with the Court, is hereby deemed adequate notice so that the motion is properly returnable today and further service thereof is hereby dispensed with.
2. Service of this Order is permitted at any time and place and by any means whatsoever.
3. All capitalized terms used in this Order and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement or the Amended and Restated Initial Order.

EFFECTIVE TIME

4. This Order and all of its provisions are effective as of 12:01 a.m. (Halifax time) on the date of this Order.

APPROVAL OF TRANSACTION

5. **THIS COURT ORDERS AND DECLARES** that the Asset Purchase Agreement and the Transaction are hereby approved and the execution of the Asset Purchase Agreement by the Sellers is hereby authorized and approved, with such minor amendments as the Sellers, with the consent of the Monitor, may deem necessary. The Sellers are 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 Buyer and the assumption of the Assumed Liabilities, as applicable.
6. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Sellers to proceed with the Transaction and that no shareholder or other approvals shall be required in connection therewith.
7. **THIS COURT ORDERS** that the Sellers are authorized and directed to perform their obligations under the Asset Purchase Agreement and any ancillary documents related thereto.

VESTING OF THE PURCHASED ASSETS

8. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Sellers (or their counsel) and to the Buyer (or its counsel) substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), all of the Sellers' right, title and interest in the Purchased Assets including, without limitation, the Acquired Agreements, shall vest absolutely in the Buyer as of the date and time set out in the Monitor's Certificate, in each case 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, the Amended and Restated Initial Order, the SISP Approval Order, the Order of this Court made on June 28, 2024, the Ancillary Order of this Court made as of today's date or any other orders made in this CCAA proceeding;
- (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Nova Scotia), the *Personal Property Security Act* (Newfoundland and Labrador) or any other personal property registry system in any province or territory in Canada;
- and (iii) all Claims or encumbrances relating to Taxes other than as may be contemplated under the Asset Purchase Agreement (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Liens), 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.

9. **THIS COURT ORDERS** that from and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including, without limitation, administrative hearings and orders, declarations and assessments, commenced, taken, or proceeded with or that may be commenced, taken, or proceeded with against the Buyers relating in any way to any Excluded Assets, any Excluded Liabilities, any Claims, any Encumbrances (other than Permitted Liens), and any other claims, obligations, and other matters that are waived, released, expunged or discharged pursuant to this Order.

10. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims and Encumbrances, 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.

11. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Sellers and the Buyer, or to their respective counsel.

12. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Sellers and the Buyer regarding the fulfilment or waiver of conditions to closing under the Asset Purchase Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

PIPEDA

13. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Monitor and the Sellers are authorized and permitted to disclose and transfer to the Buyer all human resources and payroll information in the Sellers' records pertaining to the Sellers' past and current employees. The Buyer 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 Sellers.

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

- (a) the pendency of these proceedings or the termination of this proceeding;
- (b) any applications for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)*, R.S.C. 1985 c. B-3, as amended (the "BIA") or other applicable legislation, in respect of the Sellers or their property or assets, and any bankruptcy or receivership order issued pursuant to any such applications; or
- (c) any assignment in bankruptcy made in respect of the Sellers,

the entering into of the Asset Purchase Agreement (and the transaction documents contemplated by the Transaction (the "**Closing Documents**")) and the vesting of the Purchased Assets in the Buyer pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Sellers or their property or assets, and shall not be void or voidable by creditors of the Sellers, 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.

RELEASES AND OTHER PROTECTIONS

15. **THIS COURT ORDERS** that, effective as of the Closing Time, (a) the current directors, officers and advisors of the Sellers; (b) the Monitor, its affiliates and their respective advisors, (c) Postmedia, the Buyer and their respective affiliates and their respective advisors; (d) the Applicants, the DIP Lender and their respective affiliates and their respective advisors; (e) Eckler AdminCorp Ltd. and its affiliates; and (f) CWA-SCA Canada, Halifax Typographical Union, Local 30130 and Sydney Typographical Union Local 30460 (the “**Union**” and together with the other parties, in such capacities, collectively, the “**Released Parties**” and each a “**Released Party**”, which for greater certainty, do not include the Sellers) shall be deemed to be forever irrevocably released by the Releasing Parties (as hereinafter defined) and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Closing Time or undertaken or completed in connection with, in respect of, relating to, or arising out of the Transaction, the Asset Purchase Agreement and the Closing Documents (collectively, subject to the excluded matters below, the “**Released Claims**”), which Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar (w) any claim against a Released Party that is not permitted to be released pursuant to section 5.1(2) of the CCAA or claim with respect to any act or omission

that is finally determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, (x) any obligations of any of the Released Parties under or pursuant to the Asset Purchase Agreement, the Closing Documents and/or any agreement, document, instrument, matter or transaction involving the Sellers entered into pursuant to the foregoing, (y) with respect to the current and former directors, officers and advisors of the Sellers, , any claim or liability against any such Person existing or taking place on or prior to the commencement of these CCAA proceedings, or (z) any claim or liability that is an insured claim under any insurance policy maintained by any of the Sellers or their advisors (the “**Insured Claims**”). “**Releasing Parties**” means any and all Persons (other than the Sellers and their respective current and former affiliates), but in respect of the releases in favour of the Union, “Persons” shall not include union members.

16. **THIS COURT ORDERS** that, effective as of the Closing Time, the Released Parties shall be deemed to be forever irrevocably released by each of the Sellers, and discharged from, any and all Released Claims held by the Sellers as of the Closing Time, which Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar (a) any claim against a Released Party that is not permitted to be released pursuant to section 5.1(2) of the CCAA or claim with respect to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence; (b) any obligations of any of the Released Parties under or in connection with the Asset Purchase Agreement, the Closing Documents and/or any agreement, document, instrument, matter or transaction involving and of the Sellers arising in connection with or pursuant to any of the foregoing; (c) with respect to the current and former directors, officers

and advisors of the Sellers, any claim against any such Person existing or taking place on or prior to the commencement of these CCAA proceedings; or (d) any Insured Claims.

General

17. This Order shall have full force and effect in all provinces and territories in Canada.

18. The aid and recognition of any Court, tribunal, regulatory or administrative body in Canada, the United States of America or elsewhere, to give effect to this Order and to assist the Companies, 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 Companies and the Monitor as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor or the authorized representative of the Companies in any foreign proceeding, to assist the Companies and the Monitor, and to act in aid of and to be complementary to this Court, in carrying out the terms of this Order.

19. Each of the Companies and the Monitor may apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Monitor may act as a representative in respect of this proceeding for the purpose of having this proceeding recognized in a jurisdiction outside Canada.

Issued *August 8*, 2024



AMBER SABEAN
Deputy Prothonotary

IN THE SUPREME COURT
COUNTY OF HALIFAX, N.S.
I hereby certify that the foregoing document,
identified by the seal of the court, is a true
copy of the original document on the file herein.

AUG 08 2024



Deputy Prothonotary

SCHEDULE "A" – Form of Monitor's Certificate

2024

Hfx No. 531463

SUPREME COURT OF NOVA SCOTIA

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

AND IN THE MATTER OF A PLAN OR ARRANGEMENT OF SALTWIRE NETWORK INC., THE HALIFAX HERALD LIMITED, HEADLINE PROMOTIONAL PRODUCTS LIMITED, TITAN SECURITY & INVESTIGATION INC., BRACE CAPITAL LIMITED AND BRACE HOLDINGS LIMITED

BETWEEN:

Fiera Private Debt Fund III LP and Fiera Private Debt Fund V LP,
each by their general partner, Fiera Private Debt GP Inc.

Applicants

-and-

Saltwire Network Inc., The Halifax Herald Limited, Headline Promotional Products Limited,
Titan Security & Investigation Inc., Brace Capital Limited and Brace Holdings Limited

Respondents

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Keith of the Supreme Court of Nova Scotia (the "**Court**") dated March 13, 2024 (as amended and restated, and as may be further amended and restated from time to time, the "**Initial Order**"), KSV Restructuring, Inc. was appointed as monitor of the Respondents (in such capacity, the "**Monitor**") in proceedings commenced by the Applicants under the *Companies' Creditors Arrangement Act*.

B. Pursuant to the Approval and Vesting Order of the Court dated August ●, 2024 (the "**Approval and Vesting Order**"), the Court approved the Asset Purchase Agreement between The Halifax Herald Limited, Saltwire Network Inc. and Postmedia dated July 25, 2024 (as amended from time to time, the "**Asset Purchase Agreement**"), providing for the vesting in the Buyer of all of the Sellers' right, title and interest in and to all of the Purchased Assets (as defined in the

Asset Purchase Agreement), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Buyer (or their counsel) and the Sellers (or their counsel) of this Monitor's Certificate.

C. Unless otherwise indicated or defined herein, capitalized terms used in this Monitor's Certificate shall have the meanings given to them in the Approval and Vesting Order and/or the Asset Purchase Agreement.

THE MONITOR CERTIFIES the following:

1. The conditions to Closing set forth in the Asset Purchase Agreement have been satisfied or waived by the Sellers and the Buyer, as applicable.
2. The Buyer has paid or satisfied the Purchase Price, subject to applicable adjustments (if any), for the Purchased Assets payable on the Closing Date pursuant to the Asset Purchase Agreement and/or the Approval and Vesting Order.
3. The Transaction has been completed to the satisfaction of the Sellers, the Monitor and the Buyer, respectively.

DATED at ● this _____ day of _____, 2024.

**KSV RESTRUCTURING INC., solely in its
capacity as Monitor of the Respondents and
not in its personal capacity**

Per: _____

Name:

Title:

SCHEDULE "B" – SERVICE LIST

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