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Counsel to the Foreign Representative

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:)	Chapter 15
SANDVINE CORPORATION, <i>et al.</i> , ¹)	Case No. 24-33617 (SGJ)
Debtors in a Foreign Proceeding.)	Jointly Administered

FOREIGN REPRESENTATIVE’S MOTION FOR ENTRY OF AN ORDER (I) RECOGNIZING AND ENFORCING THE CANADIAN ORDER EXPANDING THE MONITOR’S POWERS AND (II) GRANTING RELATED RELIEF

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE ELECTRONICALLY AT [HTTPS://ECF.TXNB.USCOURTS.GOV/](https://ecf.txnb.uscourts.gov/) NO MORE THAN TWENTY-FOUR (24) DAYS AFTER THE DATE THIS MOTION WAS FILED. IF YOU DO NOT HAVE ELECTRONIC FILING PRIVILEGES, YOU MUST FILE A WRITTEN OBJECTION THAT IS ACTUALLY RECEIVED BY THE CLERK AND FILED ON THE DOCKET NO MORE THAN TWENTY-FOUR (24) DAYS AFTER THE DATE THIS MOTION WAS FILED. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

A HEARING WILL BE CONDUCTED ON THIS MATTER ON FEBRUARY 24, 2025, AT 9:30 A.M. PREVAILING CENTRAL TIME IN COURTROOM 1, 14TH FLOOR, EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE STREET, DALLAS, TEXAS, 75242. YOU MAY PARTICIPATE IN THE HEARING EITHER IN PERSON OR BY AN AUDIO AND VIDEO CONNECTION.

¹ The Debtors in these chapter 15 cases, along with the Debtors’ unique identifiers, are: Sandvine Corporation (Business No.: 885025916), New Procera GP Company (Company Registration No.: WC-7044), Sandvine Holdings UK Limited (Company No.: 10533653), Sandvine OP (UK) Ltd. (Company No.: 10791762), Procera Networks, Inc. (EIN: 33-0974674), and Procera Holding, Inc. (EIN: 47-4070338). The location of the Debtors’ service address for purposes of these chapter 15 cases is: 410 Albert St Suite 201, Waterloo, ON N2L 3V3, Canada. Copies of materials filed with the applicable court in the CCAA proceedings and these chapter 15 cases are available on the website of the CCAA monitor: <https://www.ksvadvisory.com/experience/case/sandvine>.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT 1.650.479.3207. MEETING ID: 2304 154 2638. VIDEO COMMUNICATION WILL BE BY USE OF THE CISCO WEBEX PLATFORM. CONNECT VIA THE CISCO WEBEX APPLICATION OR CLICK THE LINK ON JUDGE JERNIGAN'S HOME PAGE. CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF ELECTRONIC HEARINGS. TO MAKE YOUR APPEARANCE, CLICK THE "ELECTRONIC APPEARANCE" LINK ON JUDGE JERNIGAN'S HOME PAGE. SELECT THE CASE NAME, COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

Sandvine Corporation ("Sandvine Canada," together with the other above-captioned debtors, the "Debtors," together with the partnership Procera II LP, the "Sandvine Entities," and, collectively, with certain non-filing affiliates, "Sandvine" or the "Company"), in its capacity as the authorized foreign representative (the "Foreign Representative") of the Debtors, each of which is the subject of proceedings (the "CCAA Proceedings") commenced under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended, the "CCAA") currently pending before the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"), (A) relies upon and incorporates by reference the (i) *Declaration of Jeffrey A. Kupp in Support of the Foreign Representative's Motion for (A) Entry of an Order (I) Recognizing and Enforcing the CCAA Approval and Vesting Order, (II) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of Liens, Claims, and Encumbrances, and (III) Granting Related Relief and (B) Entry of an Order (I) Recognizing and Enforcing the Canadian Order Expanding the Monitor's Powers and (II) Granting Related Relief* (the "Kupp Declaration"), and (B) respectfully states as follows in support of this motion (this "Motion"):

Relief Requested²

1. By this Motion, the Foreign Representative seeks, pursuant to sections 105(a), 1501, 1507, 1509, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, recognizing and enforcing the Canadian Court’s order expanding the powers of KSV Restructuring Inc. (the “Monitor”), the court-appointed monitor in the CCAA Proceedings (the “Post-Closing Administration Order”),³ attached to the Order as **Exhibit 1** and granting related relief. The Post-Closing Administration Order, among other things:

- a. authorizes and empowers, but does not require, the Monitor to take any and all actions and steps, and to execute all agreements, documents and writings in the name of or on behalf of Sandvine Canada, Sandvine UK, Procera US, New Procera GP Company and Procera II LP (the “Remaining Sandvine Entities”) to facilitate the performance of their obligations following the delivery of the Monitor’s Certificate,⁴ including as contemplated by the Transaction Agreement (as defined below) and the Transition Services Agreement;
- b. directs the NewCos (as defined in the Transition Services Agreement) and the Remaining Sandvine Entities to cooperate with the Monitor to allow the Monitor to fulfill its obligations under the Post-Closing Administration Order;
- c. grants the Monitor certain protections in light of its expanded role post-closing of the Transaction Agreement;
- d. establishes certain reserves and the process for administering those reserves, all in accordance with the Transaction Agreement, and provides that such reserves are to be held by the Monitor for the benefit of persons entitled to be paid from them;

² Capitalized terms used but not defined herein have the definitions ascribed to them in the Transition Services Agreement, the Kupp Declaration, or the Post-Closing Administration Order, attached to the Order as **Exhibit A** (as applicable).

³ **Exhibit 1** to the Order contains the form Post-Closing Administration Order served by the Debtors in the Canadian Proceedings on January 16, 2025. The Foreign Representative will file on the docket of these Chapter 15 Cases a copy of the as-entered Post-Closing Administration Order following the Canadian Court’s entry of such order.

⁴ “Monitor’s Certificate” means the certificate to be delivered by the Monitor to the parties to the Transaction Agreement in accordance with Section 8.4 of the Transaction Agreement, and thereafter filed by the Monitor with the Canadian Court.

- e. extends the stay of proceedings in the CCAA Proceedings to June 30, 2025 to facilitate consummation of the Transactions (as defined below) and delivery of the Transition Services (as defined in the Transaction Agreement); and
- f. grants related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Northern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and this is a core matter pursuant to 28 U.S.C. § 157(b)(2)(P).

3. These Chapter 15 Cases have been properly commenced pursuant to section 1504 of the Bankruptcy Code, by the filing of petitions for recognition of the CCAA Proceedings under section 1515 of title 11 of the United States Code (the “Bankruptcy Code”).

4. Venue is proper pursuant to 28 U.S.C. § 1410.

5. The statutory bases for relief are sections 105(a), 1501, 1507, 1509, 1521, 1525, and 1527 of the Bankruptcy Code.

Background

I. General Background

6. Information regarding the Debtors, their business, and the facts and circumstances surrounding the Proceedings is set forth in the: (a) Verified Petition; (b) *Declaration of Jeffrey A. Kupp in Support of (A) Verified Petition for Entry of an Order (I) Recognizing Foreign Main Proceedings, or in the Alternative, Foreign Nonmain Proceedings, (II) Recognizing the Foreign Representative, and (III) Granting Related Relief; and (B) Debtors’ Emergency Motion for Provisional Relief Under Chapter 15 of the Bankruptcy Code* [Docket No. 10] (the “First Day Declaration”); (c) *Supplemental Declaration of Jeffrey A. Kupp in Support of (A) Verified Petition for Entry of an Order (I) Recognizing Foreign Main Proceedings, or in the Alternative, Foreign*

Nonmain Proceedings, (II) Recognizing the Foreign Representative, and (III) Granting Related Relief [Docket No. 60] (the “Supplemental Kupp Declaration”); and (d) *Declaration of Karin Sachar as Canadian Counsel in Support of the Verified Petition for Entry of an Order (I) Recognizing Foreign Main Proceedings, or in the Alternative, Foreign Nonmain Proceedings, (II) Recognizing the Foreign Representative, and (III) Granting Related Relief* [Docket No. 11].

II. The Sale and the Remaining Sandvine Entities’ Post-Closing Administrative Needs

7. As detailed in the *Foreign Representative’s Motion for (A) Entry of an Order (I) Recognizing and Enforcing the CCAA Approval and Vesting Order, (II) Approving the Sale of Substantially All of the Debtors’ Assets Free and Clear of Liens, Claims, and Encumbrances, and (III) Granting Related Relief* (the “Sale Motion”) filed contemporaneously herewith, the Debtors successfully pursued a court-approved and supervised sale and investment solicitation process (the “SISP”) in the CCAA Proceedings to obtain the highest or best offer for their assets and to preserve their operations as a going concern. The SISP has now concluded and the Debtors have selected the stalking horse transaction agreement, submitted on behalf of the Consenting Stakeholders, as the highest and best offer for their assets. The terms of the stalking horse transaction agreement were finalized and documented in that certain Transaction Agreement dated December 18, 2024, entered into by and among Sandvine Canada and Procera Networks, Inc. (“Procera US,” and, together with Sandvine Canada, the “Sellers”), Sandvine Holdings UK Limited (“Sandvine UK,” and together with the Sellers, the “Seller Parties”), and Dune Parent LLC (“NewCo Parent”) on behalf of companies to be formed in accordance with the Implementation Steps (as defined in the Transaction Agreement and attached as Exhibit “A” thereto) (collectively, the “Purchaser Parties,” and together with the Seller Parties, the “Parties.” For the avoidance of doubt, the term “Purchasers” shall have the definition ascribed to it in the Transaction Agreement), and the transactions contemplated therein, including the Implementation

Steps and the Transition Services Agreement (as defined therein) (collectively, the “Transactions”). The Transaction Agreement effects a sale of substantially all of the Debtors’ assets as a going concern.

8. Following the closing of the Transaction Agreement, which the Debtors expect will occur no later than February 28, 2025, the Debtors will have no management or employees, as it is expected that, consistent with the Transaction Agreement, the Purchasers will extend offers of employment to Sandvine’s management team and employees and will engage the services of Sandvine’s independent contractors (collectively, the “Employees”).⁵ Notwithstanding the closing of the Transaction Agreement, the Monitor and the Debtors’ current management have identified additional tasks that Sandvine will need to complete post-closing of the Transaction Agreement including, but not limited to, (a) attending to administrative matters in the CCAA Proceedings and these Chapter 15 Cases (together, the “Proceedings”); (b) working with the Purchasers to transfer the Purchased Assets to the Purchasers; (c) distributing the consideration and proceeds from the Transactions in accordance with the CCAA Approval and Vesting Order; and (d) winding-up the Remaining Sandvine Entities’ estates and attending to all matters required to bring the Proceedings to a close.

9. Accordingly, on January 16, 2025, the Debtors brought a motion before the Canadian Court for issuance of the Post-Closing Administration Order. If issued as requested, the Post-Closing Administration Order will (a) extend the stay of proceedings against the Debtors and

⁵ Certain Employees operating out of Procera US’s United Arab Emirates branch, the Delayed Transfer Employees (as defined in the Transaction Agreement), will be transitioned to the Purchasers post-closing in accordance with applicable employment law. Such Delayed Transfer Employees will remain employees of the applicable Seller during the Employee TSA Period (as defined in the Transaction Agreement) and until terminated in accordance with the Transaction Agreement.

certain non-Debtor affiliates through June 30, 2025 (the “Stay Extension”) and (b) authorize and empower the Monitor to, among other things:

- a. take any and all actions and steps, and to execute all agreements, documents and writings, in the name of or on behalf of the Remaining Sandvine Entities, in order to facilitate the performance of any of their obligations after the Effective Time (as defined in the Transaction Agreement), including, without limitation, as contemplated by the Transaction Agreement, including the Implementation Steps, and the Transition Services Agreement, or any order of the Canadian Court;
- b. execute any administrative filings as may be required in the name of or on behalf any of the Remaining Sandvine Entities;
- c. engage, retain, or terminate the services of, or cause the Remaining Sandvine Entities to engage, retain or terminate the services of, any consultant, agent, representative, advisor, or other persons or entities, all under the supervision and direction of the Monitor, as the Monitor, in its sole opinion, deems necessary or appropriate to assist with the exercise of its powers and duties, and on terms as agreed to by the Monitor;
- d. cause the Remaining Sandvine Entities to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the winding-down, dissolution or liquidation of the Remaining Sandvine Entities, the realization and/or sale of any of the Remaining Sandvine Entities’ remaining assets and undertakings not transferred pursuant to or remaining with the Remaining Sandvine Entities following the Effective Time, the distribution of any proceeds of the Business (as defined in the Transaction Agreement) or any other related activities, including in connection with terminating the CCAA Proceedings;
- e. conduct, supervise, and direct the continuation or commencement of any process or effort to recover any property, assets and undertakings of the Remaining Sandvine Entities and/or the Property (as defined in the Transaction Agreement) or Business of the Remaining Sandvine Entities;
- f. engage, deal, communicate, negotiate, agree and settle with any creditor or other stakeholder of the Remaining Sandvine Entities (including any governmental authority), in the name of or on behalf of the Remaining Sandvine Entities;
- g. (i) act as an authorized representative of the Foreign Representative in respect of the Debtors’ duties and obligations in these Chapter 15 Cases, (ii) execute and file any pleadings, documents or other materials on behalf of the Foreign Representative and the other Debtors in these Chapter 15 Cases, as may be required by this Court or otherwise, including closing the Chapter 15 Cases with respect to any or all of the Debtors in accordance with the Bankruptcy Code, and (iii) execute any order or other form to

confirm the Monitor's appointment as an authorized representative of the Foreign Representative for such purposes;

- h. assign any of the Remaining Sandvine Entities, or cause any of the Remaining Sandvine Entities to be assigned, into bankruptcy, and entitling but not obligating the Monitor to act as the trustee in bankruptcy of any of the Remaining Sandvine Entities or to engage a third party to act as the trustee in bankruptcy of any Remaining Sandvine Entity;
- i. cause the dissolution or winding-up of any of the Remaining Sandvine Entities;
- j. pay from the Administrative Expense Reserve, the Priority Payments / Disputed Cure Costs / CCAA Charges Reserve or the Transition Services Fees Reserve (each as defined in the Transaction Agreement), as applicable, in the name of or on behalf of the Remaining Sandvine Entities or in its own name, the amounts, fees, costs and expenses payable from the Administrative Expense Reserve, the Priority Payments / Disputed Cure Costs / CCAA Charges Reserve and the Transition Services Fees Reserve, as applicable, including without limitation, costs required to wind down and/or dissolve and/or bankrupt any of the Remaining Sandvine Entities, in all cases, pursuant to the Transaction Agreement and any order granted by the Canadian Court in the CCAA Proceedings; and
- k. take any steps reasonably incidental to the exercise by the Monitor of the aforementioned powers or the performance of any statutory obligations.

Post-Closing Administration Order, at ¶ 4.

10. This Court's entry of the Order recognizing and enforcing the Post-Closing Administration Order is necessary for the successful implementation of the Transactions (including the provision of the Transition Services) and will enable the Debtors to sell their business as a going concern without disruption and in a timely and efficient manner. Without any continuing directors, members of management, or Employees (other than the Delayed Transfer Employees), the Debtors will lack the infrastructure necessary to administer their estates, including those needed to comply with their obligations as Sellers under the Transaction Agreement. The administration of the Debtors' estates and the obligations under the Transaction Agreement include and may require, among other things, filing tax returns, distributing amounts payable from the Administrative Expense Reserve, the Priority Payments / Disputed Cure Costs / CCAA Charges

Reserve and the Transition Services Fees Reserve, recovering the Debtors' assets, properties, or undertakings, and settling potential claims that may be held by stakeholders other than the Consenting Stakeholders. Kupp Decl. at ¶ 37. The Debtors' failure to perform their obligations under the Transaction Agreement, or the Transition Services Agreement which provides critical continuing support to the Exit Customers, may adversely impact the Debtors' ability to consummate the Transactions in a timely and efficient manner, or at all. *Id.* at ¶ 38. Any unnecessary or undue delay, or the failure to consummate the Transactions or close the Transaction Agreement, is likely to cause the Debtors, their employees, and their other stakeholders to suffer significant and irreparable harm. *Id.*

Basis for Relief

I. The Court Should Grant Comity to the Post-Closing Administration Order

11. Congress enacted chapter 15 of the Bankruptcy Code ("Chapter 15") to promote cooperation and comity between courts in the United States and foreign courts, facilitate the reorganization of a debtor's business, and protect the value of a debtor's assets during its foreign reorganization proceedings. *See* 11 U.S.C. § 1501. Central to Chapter 15 is the principle of comity and the facilitation of cooperation between multiple nations. *Firefighters' Ret. Sys. v. Citco Grp. Ltd.*, 796 F.3d 520, 525 (5th Cir. 2015) (citing *In re Vitro SAB de CV*, 701 F.3d 1031, 1043 (5th Cir. 2012)). Consistent with this principle, section 1509(b)(3) provides that a court in the United States "shall grant comity or cooperation to the foreign representative" upon recognition of a foreign proceeding as a foreign main proceeding under section 1517 of the Bankruptcy Code.⁶ *See*

⁶ The United States Supreme Court defines comity as "the recognition which one nation allows within its territory to the legislative, executive, or judicial acts of another nation, having due regard both to international duty and convenience, and to the rights of its own citizens, or of other persons who are under the protection of its laws." *Hilton v. Guyot*, 159 U.S. 113, 143 (1895).

11 U.S.C. §§ 1509(b)(3), 1517. Additionally, Bankruptcy Code section 1525(a) requires that courts “cooperate to the maximum extent possible with a foreign court or a foreign representative.”

12. When deciding whether to recognize and enforce a foreign order, courts in the United States construe exceptions to comity narrowly, particularly if “the foreign proceeding is in a sister common law jurisdiction with procedures akin to our own, comity should be extended with less hesitation, there being fewer concerns over the procedural safeguards employed in those foreign proceedings.” *In re Bd. of Dirs. of Hopewell Intl. Ins. Ltd., Inc.*, 238 B.R. 25, 66 (Bankr.S.D.N.Y.1999), *aff’d*, 275 B.R. 699 (S.D.N.Y.2002) (internal quotation marks and citations omitted). As Canada is a sister common law jurisdiction with procedures akin to those in the United States, courts in the United States have repeatedly extended comity to orders issued in Canadian proceedings. *See e.g., In re Dynamic Tech. Group Inc.*, Case No. 23-41416 (Bank. N.D. Tex. July 20, 2023) [Docket No. 59] (entering order recognizing CCAA proceeding and related sale order); *In re Just Energy Group*, No. 21-30823 (Bankr. S.D. Tex. Dec. 1, 2022) [Docket No. 222] (same); *In re Entrec Corp.*, Case No. 20-32643 (Bankr. S.D. Tex. Sept. 1, 2020) [Docket No. 58] (entering order enforcing a Canadian order in a CCAA proceeding extending the stay and authorizing the sale of Canadian assets); *Collins v. Oilsands Quest, Inc.*, 484 B.R. 593, 597 (S.D.N.Y. 2012) (holding that comity required deference to the procedures set forth in the Canadian insolvency proceeding and enforcement of the stay granted by the Canadian court and not a redetermination of whether a stay should have been issued at all).

13. Further, upon recognition of a foreign proceeding, a court may provide additional assistance to a foreign representative under this title considering “whether such additional assistance, consistent with the principles of comity, will reasonably assure . . . the just treatment

of all holders of claims against or interests in the debtor's property [and] the protection of claim holders in the United States against prejudice and inconvenience." 11 U.S.C. § 1507.

14. Recognizing and enforcing the Post-Closing Administration Order promotes Chapter 15's core principles of international cooperation and comity.⁷ Enforcing and recognizing the Monitor's expanded powers in the United States best ensures a seamless and efficient transition of the Purchased Assets to the Purchasers. In addition to maximizing estate value by minimizing administrative costs, recognition of the Monitor's expanded powers enables the Debtors to discharge their contractual obligations under the Transaction Agreement and Transition Services Agreement. This will ensure uniformity and consistency in the Debtors' operations in the United States and Canada, enable the Debtors to timely close the Transactions, and protect the interests of the Debtors' creditors by enabling the consummation of value-maximizing, court approved Transactions in a timely manner.

II. The Court Should Authorize the Monitor's Expanded Powers Pursuant to Sections 105(a), 1501, 1507, 1521, 1525, and 1527 of the Bankruptcy Code

15. Section 1501(a) of the Bankruptcy Code provides that the purpose of Chapter 15 includes, but is not limited to, (a) the "fair and efficient administration of cross-border insolvencies that protects the interests of all creditors and the other interested entities, including the debtor[,]" (b) "greater legal certainty for trade and investment[,]" and (c) the "protection and maximization of the value of the debtor's assets." 11 U.S.C. § 1501(a)(2),(3), and (4).

⁷ Notably, bankruptcy courts have granted similar relief recognizing and enforcing in the United States a Canadian court's order expanding the powers of the court-appointed monitor. *See In re Elevation Gold Mining Corporation*, Case No. 24-06359 (Bankr. D. Ariz. Dec. 30, 2024) [Docket No. 150] (order providing for the monitor to have the authority to speak for and bind the applicable debtors); *In re Pride Group Holdings Inc.*, Case No. 24-10632 (Bankr. D. Del. Nov. 7, 2024) [Docket No. 286] (authorizing the monitor to take possession of and exercise control over the Debtors property and any and all proceeds arising therefrom); *In re Veris Gold Corp.*, Case No. 14-51015 (Bankr. D. Nev. Feb. 23, 2015) [Docket No. 257] (granting full force and effect to order in Canadian proceeding expanding monitor's powers).

16. Section 1521(a)(7) of the Bankruptcy Code further provides that “[u]pon recognition of a foreign proceeding... where necessary to effectuate the purpose of this chapter and to protect the assets of the debtor or the interests of the creditors, the court may, at the request of the foreign representative, grant any appropriate relief, including ... (7) granting any additional relief that may be available to a trustee. . . .” 11 U.S.C. § 1521(a).

17. Sections 1525 and 1527 of the Bankruptcy Code also mandate cooperation “to the maximum extent possible with the foreign court or a foreign representative,” which includes, “coordination of the administration and supervision of the debtor’s assets and affairs” and “approval or implementation and supervision of the debtor’s assets and affairs” and “approval or implementation of agreements concerning the coordination of proceedings.” 11 U.S.C. §§ 1525, 1527.

18. Together, these provisions authorize (and arguably, compel) the relief requested herein—namely, recognition of the Monitor’s expanded powers, including authority to administer the Remaining Sandvine Entities’ estates. The Post-Closing Administration Order allows the Monitor to administer and/or supervise the administration of the Remaining Sandvine Entities’ assets and affairs, consistent with the court-approved Transaction Agreement and Transactions. If the Monitor cannot rely on its expanded powers to administer or supervise the administration of the Remaining Sandvine Entities’ estates in these Chapter 15 Cases or in the territorial jurisdiction of the United States, a disorderly and disruptive wind-down of the Remaining Sandvine Entities could result. Critically, the Monitor’s inability to act in such capacity also imperils the Debtors’ ability to comply with their post-closing Transactions-related obligations, and their commitment to Exit Customers. This, in turn, could result in the abrupt abandonment of customers and

Transition Services, unnecessary and disruptive delays, and loss of transaction and (by extension) estate value.

19. Recognition and enforcement of the Post-Closing Administration Order also comports with public policy. The Bankruptcy Code allows this Court to provide a foreign representative additional assistance, provided such assistance is not contrary to United States public policy. *See* 11 U.S.C. §§ 1506, 1507. Granting the requested relief serves the public interest as the provision of Transition Services is necessary to (a) ensure the Debtors fulfill their commitments to BIS, and (b) facilitate a going concern sale of the Debtors' assets, which sale will in turn facilitate a cross-border restructuring that will provide significant benefits to the Debtors' creditors, employees, and other stakeholders. *See Rehabworks, Inc. v. Lee (In re Integrated Health Servs., Inc.)*, 281 B.R. 231, 239 (Bankr. D. Del. 2002) ("In the context of a bankruptcy case, promoting a successful reorganization is one of the most important public interests."); *In re Lazarus Burman Assocs.*, 161 B.R. 891, 901 (Bankr. E.D.N.Y. 1993) ("The public interest, in the context of a bankruptcy proceeding, is in promoting a successful reorganization.").

20. Granting the requested relief is also in the public interest because it allows the Company to maintain its operations during the Transition Period, which is in the "public" interest insofar as it avoids any risk to the provision of continuous and uninterrupted internet access for the millions of internet users that rely on the Debtors' business.

21. Finally, the public interest is served by a court order that promotes cooperation between jurisdictions in cross-border insolvencies, which is an express purpose of chapter 15 of the Bankruptcy Code. 11 U.S.C. § 1501(a); *see also In re ABC Learning Centers Ltd.*, 728 F.3d 301, 306 (2013) (emphasizing that chapter 15 serves the "universalism" approach to transnational bankruptcy, preferring that courts in the United States act in aid of foreign proceedings).

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

22. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rules 6004(a) and 6006(c) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rules 6004(h) and 6006(d).

Notice

23. The Foreign Representative will provide notice of this Motion to the following parties or their counsel: (a) all persons or bodies authorized to administer the CCAA Proceedings; (b) the Office of the United States Trustee for the Northern District of Texas; (c) the Office of the United States Attorney; (d) the Internal Revenue Service; (e) the Office of the United States Attorney General for the State of Texas; (f) all other applicable government agencies to the extent required by the Bankruptcy Rules or Complex Case Procedures; (g) the administrative agents to the prepetition secured credit agreements and counsel thereto; (h) the creditors who have the 20 largest unsecured claims against the Debtors on a consolidated basis; (i) all other parties who the Foreign Representative believes to be affected substantively by the relief requested; (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Foreign Representative submits that no further notice is required.

Conclusion

WHEREFORE, the Foreign Representative requests that the Court enter the proposed Order recognizing and enforcing the Post-Closing Administration Order in the United States and granting such other and further relief as may be just and proper.

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Respectfully submitted this 16th day of January 2025.

GRAY REED

By: /s/ Jason S. Brookner

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Counsel to the Foreign Representative

Certificate of Service

I certify that on January 16, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Jason S. Brookner

Jason S. Brookner

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:)	
)	Chapter 15
SANDVINE CORPORATION, <i>et al.</i> , ¹)	Case No. 24-33617 (SGJ)
)	
Debtors in a Foreign Proceeding.)	Jointly Administered

**ORDER (I) RECOGNIZING AND ENFORCING THE CANADIAN ORDER
EXPANDING THE MONITOR’S POWERS AND (II) GRANTING RELATED RELIEF**

Upon consideration of the *Foreign Representative’s Motion for Entry of an Order (I) Recognizing and Enforcing the Canadian Order Expanding the Monitor’s Powers and (II) Granting Related Relief* [Docket No. [●]] (the “Motion”),² seeking entry of an order

¹ The Debtors in these chapter 15 cases, along with the Debtors’ unique identifiers, are: Sandvine Corporation (Business No.: 885025916), New Procera GP Company (Company Registration No.: WC-7044), Sandvine Holdings UK Limited (Company No.: 10533653), Sandvine OP (UK) Ltd. (Company No.: 10791762), Procera Networks, Inc. (EIN: 33-0974674), Procera Holding, Inc. (EIN: 47-4070338). The location of the Debtors’ service address for purposes of these chapter 15 cases is: 410 Albert St Suite 201, Waterloo, ON N2L 3V3, Canada. Copies of materials filed with the applicable court in the CCAA proceedings, and these chapter 15 cases are available on the website of the CCAA monitor: <https://www.ksvadvisory.com/experience/case/sandvine>.

² Capitalized terms used but not defined herein have the definitions ascribed to them in the Transaction Agreement, the Kupp Declaration or the Motion (as applicable).

(this “Order”) pursuant to sections 105(a), 1501, 1507, 1509, 1521, 1525, and 1527 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Section E of the *Procedures for Complex Cases in the Northern District of Texas* (the “Complex Case Procedures”), recognizing and enforcing the Canadian Court’s *Post-Closing Administration Order* (the “Post-Closing Administration Order”), attached to this Order as **Exhibit 1**, and granting related relief; and upon consideration of the Kupp Declaration; and it appearing that due and proper notice of the Motion has been provided and no other or further notice need be provided; and a hearing (the “Hearing”) having been held to consider the relief requested in the Motion; and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is consistent with the purpose of chapter 15 of the Bankruptcy Code (“Chapter 15”) and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, the Court hereby

FINDS, DETERMINES, AND CONCLUDES AS FOLLOWS:

A. The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2)(P). Venue is proper in this District under 28 U.S.C. §1410. This Court may enter a final order on the Motion consistent with Article III of the United States Constitution.

C. Notice of the Motion, the Hearing, and this Order was proper, timely, adequate, and sufficient under the circumstances of these Chapter 15 Cases and complied with the various applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Complex Case Procedures. No other or further notice of the Motion, the Hearing, or the entry of this Order is necessary or shall be required.

D. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

E. The relief granted herein is necessary and appropriate, is in the interest of the public, promotes international comity, is consistent with the public policies of the United States, is warranted pursuant to sections 105(a), 1501, 1507, 1509, 1521, 1525, and 1527 of the Bankruptcy Code, and will not cause any hardship to any parties in interest that is not outweighed by the benefits of the relief granted.

F. [On January [●], 2025, the Canadian Court entered the Post-Closing Administration Order, among other things (a) extending the stay of proceedings against the Debtors and certain of their non-Debtor affiliates and (b) enhancing the Monitor's powers.]

G. The legal and factual bases set forth in the Motion, the Kupp Declaration, and at the Hearing establish just cause for the relief granted herein.

H. Any and all findings of fact and conclusions of law announced by this Court at the Hearing are incorporated herein.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion and requested relief are **GRANTED** in their entirety.
2. All objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, or settled by stipulation filed with the Court, and all reservations of rights

included therein, are hereby overruled on the merits with prejudice.

3. Pursuant to sections 105(a), 1501, 1507, 1509, 1521, 1525, and 1527 of the Bankruptcy Code, the Post-Closing Administration Order, attached hereto as **Exhibit 1**, is hereby recognized and given full force and effect in the United States in its entirety, and is enforceable in accordance with its terms.

4. The Monitor, the Foreign Representative, and the Debtors are, authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion and the Post-Closing Administration Order.

5. This Court shall retain jurisdiction with respect to any and all matters, claims, rights, or disputes arising from or related to the implementation or interpretation of this Order or the Post-Closing Administration Order in the United States.

6. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Bankruptcy Rules or Complex Case Procedures, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. The Debtors and the Foreign Representative are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order. For the avoidance of doubt, the Monitor, the Debtors and the Foreign Representative may, in their discretion and without further delay, take any action and perform any act authorized under the Post-Closing Administration Order or this Order.

END OF ORDER

Submitted by:

Jason S. Brookner (TX Bar No. 24033684)

Lydia R. Webb (TX Bar No. 24083758)

Sean R. Burns (TX Bar No. 24139177)

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- and -

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Counsel to the Foreign Representative

Exhibit 1

Post-Closing Administration Order

Court File No. CV-24-00730836-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) THURSDAY, THE 30TH
)
JUSTICE OSBORNE) DAY OF JANUARY 2025

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 SANDVINE CORPORATION,
SANDVINE HOLDINGS UK LIMITED, PROCERA
NETWORKS, INC., PROCERA HOLDING, INC., NEW
PROCERA GP COMPANY AND SANDVINE OP (UK) LTD
(collectively, the "**Applicants**")

POST-CLOSING ADMINISTRATION ORDER

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, *inter alia*, (i) extending the Stay Period (as defined in the Amended and Restated Initial Order made in these CCAA proceedings dated November 15, 2024 (the "**ARIO**")), (ii) approving the enhanced powers of KSV Restructuring Inc. ("**KSV**") in its capacity as Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**"), (iii) setting out processes for the establishment, funding and administration of various administrative reserves, (iv) approving the Monitor's Reports (as hereinafter defined) and the activities described therein, (v) approving the fees and disbursements of the Monitor and the Monitor's counsel, and (vi) granting related relief, was heard this day by videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jeffrey A. Kupp sworn January 16, 2025 and the exhibits thereto (the “**Second Kupp Affidavit**”), the affidavit of Michael Sellinger sworn January 16, 2025 and the exhibits thereto, the Second Report of the Monitor dated January [●], 2025 (the “**Second Report**”), and on hearing the submissions of counsel for the Applicants and Procera II LP, the Monitor and such other counsel that were present, no one else appearing although duly served as appears from the affidavit of service of [●], sworn January [●], 2025, filed:

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the ARIO, the Assignment, Approval and Vesting Order of this Court of even date herewith (the “**AVO**”) or the Transaction Agreement (as defined below), as applicable.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period be and is hereby extended until and including June 30, 2025.

ENHANCED POWERS OF THE MONITOR

4. **THIS COURT ORDERS** that, in addition to the powers and duties of the Monitor set out in the ARIO, any other Order of this Court granted in these CCAA proceedings, the CCAA and applicable law, and without altering in any way the limitations and obligations of the Remaining

Sandvine Entities (as defined below) as a result of these CCAA proceedings, effective at the Effective Time, the Monitor be and is hereby authorized and empowered, but not required, to:

- (a) take any and all actions and steps, and execute all agreements, documents and writings, in the name of or on behalf of, Sandvine Corporation, Sandvine Holdings UK Limited, Procera Networks, Inc., Procera Holding, Inc., New Procera GP Company and Procera II LP (collectively, the “**Remaining Sandvine Entities**”), in order to facilitate the performance of any of their obligations after the Effective Time, including, without limitation, as contemplated by the Transaction Agreement dated December 18, 2024 (as may be amended and including the exhibits and schedules attached thereto, the “**Transaction Agreement**”) between Sandvine Corporation and Procera Networks, Inc., as sellers, Sandvine Holdings UK Limited and Dune Parent LLC, for entities to be formed or have been formed in accordance with the Implementation Steps (as attached as Exhibit “A” to the Transaction Agreement), and the transactions contemplated therein, including the Implementation Steps and the Transition Services Agreement, or any Order of this Court in these CCAA proceedings;
- (b) execute any administrative filings as may be required in the name of or on behalf of any of the Remaining Sandvine Entities;
- (c) engage, retain, or terminate the services of, or cause the Remaining Sandvine Entities to engage, retain or terminate the services of, any consultant, agent, representative, advisor, or other persons or entities, all under the supervision and direction of the Monitor, as the Monitor, in its sole opinion, deems necessary or

appropriate to assist with the exercise of its powers and duties, and on terms as agreed to by the Monitor;

- (d) cause the Remaining Sandvine Entities to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the winding-down, dissolution or liquidation of the Remaining Sandvine Entities, the realization and/or sale of any of the Remaining Sandvine Entities' remaining property, assets and undertakings not transferred pursuant to the Transaction Agreement or remaining with the Remaining Sandvine Entities following the Effective Time, the distribution of any proceeds of the Business or any other related activities, including in connection with terminating these CCAA proceedings;
- (e) conduct, supervise and direct the continuation or commencement of any process or effort to recover any property, assets and undertakings of the Remaining Sandvine Entities and/or the Property or Business of the Remaining Sandvine Entities;
- (f) engage, deal, communicate, negotiate, agree and settle with any creditor or other stakeholder of the Remaining Sandvine Entities (including any governmental authority), in the name of or on behalf of the Remaining Sandvine Entities;
- (g) claim, or cause the Remaining Sandvine Entities to claim, any and all insurance refunds or tax refunds to which the Remaining Sandvine Entities are or may be entitled in the name of or on behalf of the Remaining Sandvine Entities;
- (h) exercise any shareholder, partnership, joint venture or other rights of any of the Remaining Sandvine Entities;

- (i) access all books and records that are the property of the Remaining Sandvine Entities in the Remaining Sandvine Entities' possession or control;
- (j) file, or take such actions necessary for the preparation and filing of, in the name of or on behalf of the Remaining Sandvine Entities, (i) any tax returns, and (ii) the Remaining Sandvine Entities' employee-related remittances, T4 statements and records of employments for the Remaining Sandvine Entities' former employees, in either case, based solely upon the information in the Remaining Sandvine Entities' books and records and on the basis that the Monitor shall incur no liability or obligation to any person with respect to such returns, remittances, statements, records or other documents or in any way as a result of its reliance upon the Remaining Sandvine Entities' books and records;
- (k) act as an authorized representative of Sandvine Corporation and certain of the other Remaining Sandvine Entities in respect of their duties and obligations in the ancillary proceedings (the "**Chapter 15 Proceedings**") commenced under chapter 15 of title 11 of the United States Code (the "**Bankruptcy Code**") filed in the United States Bankruptcy Court for the Northern District of Texas (Dallas Division) (the "**Bankruptcy Court**") captioned *In re Sandvine Corporation et al.*, Ch. 15 Case No. 24-33617(SGJ) (Bankr. N.D. Tex. 2024), including in respect of Sandvine Corporation's role as the foreign representative (the "**Foreign Representative**") in the Chapter 15 Proceedings, and the Monitor shall hereby be entitled to execute and file any pleadings, documents or other materials on behalf of the Foreign Representative and those Remaining Sandvine Entities that are debtors in the Chapter 15 Proceedings, as may be required in the Chapter 15 Proceedings (by the

Bankruptcy Court or otherwise), including closing the Chapter 15 Proceedings with respect to any or all of the debtor Remaining Sandvine Entities in accordance with the Bankruptcy Code, and the Monitor shall hereby be authorized to execute any order or other form to confirm the Monitor's appointment as an authorized representative of the Foreign Representative for such purposes;

- (l) act as an authorized representative of the Remaining Sandvine Entities in respect of dealings with the Canada Revenue Agency ("CRA") or any other Canadian, U.S. or foreign taxing authority, and the Monitor shall be entitled to execute any appointment or authorization form on behalf of the Remaining Sandvine Entities that the CRA or any other taxing authority may require in order to confirm the Monitor's appointment as an authorized representative for such purposes;
- (m) assign any of the Remaining Sandvine Entities, or cause any of the Remaining Sandvine Entities to be assigned, into bankruptcy, and KSV shall be hereby entitled but not obligated to act as the trustee in bankruptcy of any of the Remaining Sandvine Entities or to engage a third party to act as the trustee in bankruptcy of any Remaining Sandvine Entity;
- (n) cause the dissolution or winding-up of any of the Remaining Sandvine Entities;
- (o) pay from the Administrative Expense Reserve, the Priority Payments / Disputed Cures Costs / CCAA Charges Reserve or the Transition Services Fees Reserve, as applicable, in the name of or on behalf of the Remaining Sandvine Entities or in its own name, the amounts, fees, costs and expenses payable from the Administrative Expense Reserve, the Priority Payments / Disputed Cures Costs / CCAA Charges

Reserve and the Transition Services Fees Reserve, as applicable, including without limitation, costs required to wind down and/or dissolve and/or bankrupt any of the Remaining Sandvine Entities, in all cases, pursuant to the Transaction Agreement, this Order and any Order granted by this Court in these CCAA proceedings;

- (p) apply to this Court for advice and directions or any further Order, including an Order extending the Stay Period or with respect to the Administrative Expense Reserve, the Priority Payments / Disputed Cures Costs / CCAA Charges Reserve and the Transition Services Fees Reserve necessary or advisable, including to carry out its powers and obligations under this Order or any other Order granted by this Court in these CCAA proceedings; and
- (q) take any steps reasonably incidental to the exercise by the Monitor of these powers or the performance of any statutory obligations.

COOPERATION WITH THE MONITOR

5. **THIS COURT ORDERS** that the NewCo Entities and the Remaining Sandvine Entities and their respective advisors and their current and former officers, directors, managers, employees, agents and representatives shall co-operate with the Monitor in the exercise of its powers pursuant to this Order or any other Order of this Court in these CCAA proceedings, and shall provide the Monitor and the Remaining Sandvine Entities with such assistance as the Monitor or the Remaining Sandvine Entities may reasonably request from time to time to enable the Monitor to carry out and discharge its powers as set out in this Order or any other Order of this Court in these CCAA proceedings; provided, however, that in the case of the NewCo Entities and the NewCo Entities' current officers, directors, managers, employees, agents and representatives, subject to

any obligations under the Transition Services Agreement or further order of the Court, such cooperation and requests will be limited to reasonable requests for information or assistance that will not reasonably be expected to materially interfere with the day-to-day duties or activities of such person for the NewCo Entities (if applicable), shall not cause or potentially cause liability to the NewCo Entities (including in respect of any indemnification of or responsibility for the person in question (if applicable)) and, subject to the terms of the Transition Services Agreement, the costs thereof shall be at the Remaining Sandvine Entities' sole expense.

RESERVES

6. **THIS COURT ORDERS** that at the Effective Time, in accordance with the Transaction Agreement, the Administrative Expense Reserve, the Priority Payments / Disputed Cures Costs / CCAA Charges Reserve and the Transition Services Fees Reserve shall be funded by the Sellers and the other Company Parties and thereafter held by the Monitor for the benefit of Persons entitled to be paid the Administrative Expense Costs and the amounts payable out of either of the Priority Payments / Disputed Cures Costs / CCAA Charges Reserve and the Transition Services Fees Reserve, as applicable. Subject to further Order of this Court, the Monitor shall have the sole discretion to administer and make payments from the Administrative Expense Reserve, the Priority Payments / Disputed Cures Costs / CCAA Charges Reserve and the Transition Services Fees Reserve in accordance with terms and conditions of the Transaction Agreement, this Order and any other Orders of this Court in these CCAA proceedings, and, without limitation to any other provisions of this Order, the Monitor shall incur no liability arising from or as a result of the administration of the Administrative Expense Reserve, the Priority Payments / Disputed Cures Costs / CCAA Charges Reserve or the Transition Services Fees Reserve, including payments made

or not made therefrom, save and except for any gross negligence or wilful misconduct on its part to extent determined by a final order of this Court.

7. **THIS COURT ORDERS** that following the Effective Time, (a) in accordance with and subject to the Transaction Agreement, the NewCo Entities shall fund any deficiency in the Administrative Expense Reserve and the Transition Services Fees Reserve; and (b) any unused portion of the Administrative Expense Reserve, the Priority Payments / Disputed Cures Costs / CCAA Charges Reserve and the Transition Services Fees Reserve, in each case as determined by the Monitor, shall be transferred by the Monitor to the applicable Purchasers as a Purchased Asset in accordance with the Transaction Agreement.

8. **THIS COURT ORDERS** that following the Effective Time, upon reasonable written request from the Purchasers, the Monitor shall periodically report to the Purchasers on the status of the Administrative Expense Reserve, the Priority Payments / Disputed Cures Costs / CCAA Charges Reserve and the Transition Services Fees Reserve.

PROTECTIONS OF THE MONITOR

9. **THIS COURT ORDERS** that nothing in this Order, and nothing done by the Monitor in carrying out its duties hereunder, shall result in, or be deemed to result in, the Monitor being an employer, successor employer, responsible person, operator, director, member, manager, officer, employee, receiver, trustee (unless assignments in bankruptcy are filed as contemplated by paragraph 4(m) hereof), assignee, liquidator, administrator, legal representative, receiver-manager or agent of the Remaining Sandvine Entities or the Business, in each case, within the meaning of any statute, regulation or rule of law, or equity, for any purpose whatsoever, including subsection 159(2) of the *Income Tax Act* (Canada), as amended (the “ITA”), and any payments or

distributions to any persons or any creditors of the Remaining Sandvine Entities by the Monitor, including payments or distributions from the Administrative Expense Reserve, the Priority Payments / Disputed Cures Costs / CCAA Charges Reserve or the Transition Services Fees Reserve, will be deemed to have been made by the Remaining Sandvine Entities. Nothing in this Order shall constitute or be deemed to constitute the Monitor as a person subject to subsection 150(3) of the ITA, and, subject to the authority granted in paragraph 4(j) above, the Monitor shall have no obligation to prepare or file any tax returns for any of the Remaining Sandvine Entities with any taxing authority.

10. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order, or anything done pursuant to its powers pursuant to this Order, be deemed to occupy or to take control, care, charge, possession, or management of the Property or Business or any portions thereof; provided however, if the Monitor is nevertheless found to be in possession or control of the Property or Business or any portions thereof, then the Monitor shall be deemed to be a person who has been lawfully appointed to take, or has lawfully taken, possession or control of the Property or Business for the purposes of section 14.06(1.1)(c) of the *Bankruptcy and Insolvency Act* (the “BIA”) and shall be entitled to the benefits and protections in relation to the Remaining Sandvine Entities and the Property or Business as provided by section 14.06(2) of the BIA to a “trustee” in relation to an insolvent person and its property.

11. **THIS COURT ORDERS** that the enhancement of the Monitor’s powers as set forth herein, the exercise by the Monitor of any of its powers, the performance by the Monitor of any of its duties, or the use or employment by the Remaining Sandvine Entities of any Person (including any of the Delayed Transfer Employees) whether or not under the direction of the Monitor in connection with the Monitor’s appointment and the exercise and performance of its powers and

duties shall not constitute the Monitor as the employer, successor employer or related employer of the employees of the Remaining Sandvine Entities, including any of the Delayed Transfer Employees, within the meaning of the *Employment Standards Act, 2000* (Ontario), the *Labour Relations Act, 1995* (Ontario), the *Fair Labor Standards Act of 1938* (the United States of America), the *National Labor Relations Act of 1935* (the United States of America), the *Worker Adjustment and Retraining Notification Act of 1988* (the United States of America), or any other provincial, state, federal, municipal legislation or common law governing employment or labour or any other statute, regulation or rule of law or equity, under any contract or otherwise, in any jurisdiction, for any purpose whatsoever or expose the Monitor to liability to any person arising from or relating to their employment by the Remaining Sandvine Entities. In particular but without limiting the foregoing, the Monitor shall not be liable to any of the Remaining Sandvine Entities' employees for any wages, benefits or other entitlements, including for severance pay, termination pay and vacation pay.

12. **THIS COURT ORDERS** that (a) without limiting the provisions of this Order or the ARIO, all Delayed Transfer Employees shall remain employees of the applicable Seller during the Employee TSA Period and until terminated in accordance with the Transaction Agreement or otherwise; (b) the Monitor shall not be liable for any employee-related or other liabilities to or in respect of the Delayed Transfer Employees, including without limitation any successor employer liabilities as provided for in Section 11.8(1) of the CCAA; and (c) nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related or other liabilities to or in respect of the Delayed Transfer Employees, including wages, expenses, severance pay, termination pay, vacation pay, pension or benefit amounts, employment taxes, deductions or contributions,

social security contributions or similar obligations owing to or in respect of the Delayed Transfer Employees.

13. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA, as an officer of this Court or otherwise at law, the Monitor and its legal counsel shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the ARIO and any other Order of this Court in these CCAA proceedings, and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor in the fulfillment of its duties, carrying out the provisions of this Order and exercising any powers granted to it hereunder. Nothing in this Order shall derogate from the powers of the Monitor as provided in the CCAA, the ARIO and the other Orders of this Court in these CCAA proceedings. Without limiting the generality of the foregoing, in exercising any powers granted to it hereunder the Monitor is solely exercising its powers in an administrative function and not in an executive function and the Monitor: (a) shall not be deemed to have taken or maintained possession or control of the Property or the Business; (b) shall not be deemed to have exercised any decision-making authority or control in respect of any of the Remaining Sandvine Entities or their Property or Business; (c) shall be entitled to rely on the Remaining Sandvine Entities' books and records without independent investigation; and (d) shall incur no liability or obligation as a result of exercising, or failing to exercise, any powers granted to it hereunder, save and except for any gross negligence or wilful misconduct on its part to the extent determined by a final Order of this Court, and the Monitor shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any person from and after the date of this Order, save and except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on its part to the extent determined by a final Order of this Court.

14. **THIS COURT ORDERS** that the powers and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Remaining Sandvine Entities with respect to such matters and, in the event of a conflict between the terms of this Order and those of the ARIO or any other Order of this Court, the provisions of this Order shall govern.

APPROVAL OF MONITOR'S REPORTS, ACTIVITIES AND FEES

15. **THIS COURT ORDERS** that the Pre-Filing Report of the Proposed Monitor dated November 6, 2024, the First Report of the Monitor dated November 12, 2024, and the Second Report (collectively, the "**Monitor's Reports**"), and the actions, conduct and activities of the Monitor referred to therein, be and are hereby approved; provided, however, that only KSV, in its capacity as Monitor and in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

16. **THIS COURT ORDERS** that the fees and disbursements of the Monitor for the period from [●], 2024 to [●], 2025, as set out in the Second Report and the Affidavit of [●] sworn [●], 2025 appended thereto, are hereby approved.

17. **THIS COURT ORDERS** that the fees and disbursements of Cassels Brock & Blackwell LLP, legal counsel to the Monitor, for the period from [●], 2024 to [●], 2025 as set out in the Second Report and the Affidavit of [●] sworn [●], 2025 appended thereto, are hereby approved.

GENERAL

18. **THIS COURT ORDERS** that the Remaining Sandvine Entities or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and

directions in the discharge of their powers and duties under this Order or in the interpretation or application of this Order.

19. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

20. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body or agency, having jurisdiction in Canada or in the United States, including the United States Bankruptcy Court for the Northern District of Texas (Dallas Division), to give effect to this Order and to assist the Remaining Sandvine Entities and the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies and agencies are hereby respectfully requested to make such orders and to provide such assistance to Sandvine Corporation, in its capacity as the Foreign Representative in respect of the within proceedings, the Remaining Sandvine Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant foreign representative status to Sandvine Corporation, in any foreign proceeding, or to assist the Remaining Sandvine Entities and the Monitor and their respective agents in carrying out the terms of this Order.

21. **THIS COURT ORDERS** that the Remaining Sandvine Entities, the Foreign Representative and the Monitor 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.

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

(to be completed by registrar)

(Signature of judge, officer or registrar)