

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

IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF **PRIDE GROUP HOLDINGS INC.** and  
those Applicants listed on Schedule "A" hereto (each, an  
"Applicant", and collectively, the "Applicants")

**SUPPLEMENTARY MOTION RECORD  
(Motion of Royal Bank of Canada as Administrative Agent  
for the Syndicate Collateral Management Order)**

October 16, 2024

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Lawyers for Royal Bank of Canada,  
as administrative agent

**TO: THE SERVICE LIST**

**AND TO: CASSELS BROCK & BLACKWELL LLP**  
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Counsel to Alvarez & Marsal Canada Inc., as the Proposed Manager

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**TABLE OF CONTENTS**

<b>TAB</b>	<b>DOCUMENT</b>
1	Affidavit of Brad D. Newton sworn October 16, 2024
	<i>Exhibit "A" – Integrated Financial Technologies Inc. Servicing Agreement dated August 16, 2024</i>
	<i>Exhibit "B" – Standard Form Remarketing Program Dealer Agreement</i>
	<i>Exhibit "C" – Draft Sale and Auction Agreement</i>
	<i>Exhibit "D" – Standard Form Motor Vehicle Bill Of Sale</i>
2	Draft Syndicate Collateral Management Order
3	Draft Sale Agreement and Sale Approval Order

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"Applicant", and collectively, the "Applicants")

**THIRD AFFIDAVIT OF BRAD D. NEWTON  
(Sworn October 16, 2024)**

I, Brad D. Newton, of the Town of Lincoln in the Province of Ontario MAKE  
OATH AND SAY:

1. I am a Senior Director, Special Loans & Advisory Services with Royal Bank of Canada ("RBC") in its capacity as administrative agent (in such capacity, the "Agent") under the fourth amended and restated credit agreement dated May 10, 2024 (as amended, the "Syndicate Credit Agreement") among RBC, The Toronto-Dominion Bank, The Bank of Nova Scotia and Bank of Montreal, as lenders (collectively, the "Syndicate Lenders")<sup>1</sup>, the Agent, as administrative agent, the Applicants and the limited partnerships listed in Schedule "A" (collectively, the "Pride Entities"), as borrowers, and others and, in such role, I have been directly involved in matters relating to the loan and security documents and other transaction documents

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<sup>1</sup> In addition to their participation as Syndicate Lenders under the Syndicate Credit Agreement certain of the Syndicate Lenders have unrelated bilateral financing arrangements with Pride Entities. The Agent does not represent the Syndicate Lenders in connection with those unrelated bilateral facilities.

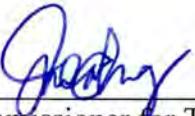
described herein (collectively, the “**Credit Documents**”) as well as these proceedings (these “**CCAA Proceedings**”).

2. Based on my involvement and familiarity with the Syndicate Credit Agreement and the Credit Documents, these CCAA Proceedings and other matters relating to the Pride Entities, and having reviewed the documents referred to herein and marked as exhibits hereto, I have knowledge of the matters set forth herein.

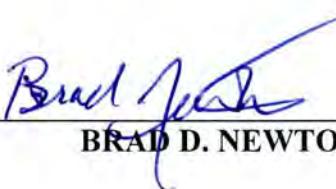
3. I swear this affidavit to place the following documents before the Court:

- (a) a servicing agreement dated August 16, 2024 between Integrated Financial Technologies Inc. and Alvarez & Marsal Canada Inc., in its capacity as proposed collateral manager or collateral manager (the “**Manager**”), a copy of which is attached as **Exhibit “A”**;
- (b) a standard form of the remarketing program dealer agreement, prepared by the Manager, a copy of which is attached as **Exhibit “B”**;
- (c) a draft of the sale and auction agreement (“**Sale and Auction Agreement**”), prepared by the Manager, a copy of which is attached as **Exhibit “C”**; and
- (d) a standard form motor vehicle bill of sale used in connection with the Sale and Auction Agreement, a copy of which is attached as **Exhibit “D”**.

**SWORN BY BRAD D. NEWTON** before me at  
the City of Toronto, in the Province of Ontario, on  
October 16, 2024.

  
Commissioner for Taking Affidavits, etc.  
(or as may be)

**YUN JI CHUNG**

  
**BRAD D. NEWTON**

## SCHEDULE “A”

### A. APPLICANTS

#### **Operating Entities**

##### *Canadian Operating Entities*

- PRIDE TRUCK SALES LTD.
- TPINE TRUCK RENTAL INC.
- PRIDE GROUP LOGISTICS LTD.
- PRIDE GROUP LOGISTICS INTERNATIONAL LTD.
- TPINE LEASING CAPITAL CORPORATION
- DIXIE TRUCK PARTS INC.
- PRIDE FLEET SOLUTIONS INC.
- TPINE FINANCIAL SERVICES INC.
- PRIDE GROUP EV SALES LTD.

##### *U.S. Operating Entities*

- TPINE RENTAL USA, INC.
- PRIDE GROUP LOGISTICS USA, CO.
- ARNOLD TRANSPORTATION SERVICES, INC.
- DIXIE TRUCK PARTS INC.
- TPINE FINANCIAL SERVICES CORP.
- PARKER TRANSPORT CO.
- PRIDE FLEET SOLUTIONS USA INC.

#### **Real Estate Holding Companies**

##### *Canadian Real Estate Holding Companies*

- 2029909 ONTARIO INC.
- 2076401 ONTARIO INC.
- 1450 MEYERSIDE HOLDING INC.
- 933 HELENA HOLDINGS INC.
- 30530 MATSQUI ABBOTSFORD HOLDING INC.
- 2863283 ONTARIO INC.
- 2837229 ONTARIO INC.
- 2108184 ALBERTA LTD.
- 12944154 CANADA INC.
- 13184633 CANADA INC.
- 13761983 CANADA INC.
- 102098416 SASKATCHEWAN LTD.
- 177A STREET SURREY HOLDING INC.
- 52 STREET EDMONTON HOLDING INC.

- 84 ST SE CALGARY HOLDINGS INC.
- 68TH STREET SASKATOON HOLDING INC.
- 3000 PITFIELD HOLDING INC.

*U.S. Real Estate Holding Companies*

- PGED HOLDING, CORP.
- HIGH PRAIRIE TEXAS HOLDING CORP.
- 131 INDUSTRIAL BLVD HOLDING CORP.
- 59TH AVE PHOENIX HOLDING CORP.
- DI MILLER DRIVE BAKERSFIELD HOLDING CORP.
- FRONTAGE ROAD HOLDING CORP.
- ALEXIS INVESTMENTS, LLC
- TERNES DRIVE HOLDING CORP.
- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
- TERMINAL ROAD HOLDING, CORP.
- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
- 11670 INTERSTATE HOLDING, CORP.
- 401 SOUTH MERIDIAN OKC HOLDING CORP.
- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
- 87TH AVENUE MEDLEY FL HOLDING CORP.
- LOOP 820 FORT WORTH HOLDING CORP.
- 162 ROUTE ROAD TROY HOLDING CORP.
- CRESCENTVILLE ROAD CINCINNATI HOLDING CORP.
- MANHEIM ROAD HOLDING CORP.
- 13TH STREET POMPANO BEACH FL HOLDING CORP.
- EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.
- CORRINGTON MISSOURI HOLDING CORP.
- 963 SWEETWATER HOLDING CORP.
- OAKMONT DRIVE IN HOLDING CORP.

**Other Holding Companies**

*Other Canadian Holding Companies*

- 2692293 ONTARIO LTD.
- 2043002 ONTARIO INC.
- PRIDE GROUP HOLDINGS INC.
- 2554193 ONTARIO INC.
- 2554194 ONTARIO INC.
- PRIDE GROUP REAL ESTATE HOLDINGS INC.

- 1000089137 ONTARIO INC.

*Other U.S. Holding Companies*

- COASTLINE HOLDINGS, CORP.
- PARKER GLOBAL ENTERPRISES, INC.
- DVP HOLDINGS, CORP.

**B. LIMITED PARTNERSHIPS**

*U.S. Limited Partnerships*

- PRIDE TRUCK SALES L.P.
- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

**C. C. ADDITIONAL STAY PARTIES**

*Canadian Additional Stay Parties*

- BLOCK 6 HOLDING INC.
- 2500819 ONTARIO INC.

*U.S. and Other Additional Stay Parties*

- PERGOLA HOLDINGS, CORP.
- PRIDE GLOBAL INSURANCE COMPANY LTD.

This is **Exhibit 'A'** referred to in the Third Affidavit of Brad D. Newton sworn before me  
this 16th day of October, 2024



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*Commissioner for Taking Affidavits (or as may be)*

Yun Ji Chung (LSO # 90012D)

**SERVICING AGREEMENT** dated as of the 16th day of August, 2024 (the "Agreement") between:

**INTEGRATED FINANCIAL TECHNOLOGIES INC. ("IFT")**

– and –

**ALVAREZ & MARSAL CANADA INC. ("A&M")**, in its capacity as proposed Court-appointed manager (in such capacity, the "Manager") of certain of the assets, undertakings and properties of the Pride Entities (as defined below) acquired for, or used in relation to a business carried on by the Pride Entities, and not in its personal or corporate capacity (in such capacity, the "Client")

**WHEREAS** on March 27, 2024, Pride Group Holdings Inc. and those entities listed in Schedule 1 hereto (collectively, the "Applicants") brought an application before the Ontario Superior Court of Justice (Commercial List) (the "Court") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA") to, among other things, obtain a stay of proceedings to allow them an opportunity to restructure their business and affairs;

**AND WHEREAS** the Royal Bank of Canada, in its capacity as administrative agent (the "Administrative Agent") for and on behalf of itself and the other lenders (the "Syndicate Lenders"), is a party to the Fourth Amended and Restated Credit Agreement dated as of May 10, 2024 among, *inter alia*, the Administrative Agent, the Syndicate Lenders and the Applicants and the limited partnerships listed in Schedule 1 hereto (collectively, the "Pride Entities");

**AND WHEREAS** the Administrative Agent has a valid and enforceable security interest in, among other collateral, vehicle, trailer and equipment leases pursuant to which one or more Pride Entities is lessor (in such capacity, the "Originator") and other similar agreements or contracts, and all related rights of the Pride Entities therein, including amounts paid and payable thereunder and all amounts on deposit in or credited to accounts in respect thereof (referred to herein as the "Management Leases" or the "Client Portfolio");

**AND WHEREAS** the Administrative Agent has brought a motion in the Pride Entities' CCAA proceeding for the Court to appoint A&M as Manager over certain assets, undertakings and properties of the Pride Entities, including all proceeds thereof, which includes, without limitation, the Management Leases, in accordance with the terms of a syndicate collateral management order which will be acceptable to A&M and will authorize the Manager to enter into this agreement (the "Syndicate Collateral Management Order"), to be issued by the Court;

**AND WHEREAS** the Client, IFT and the Administrative Agent hereby acknowledge and confirm that, Client has no obligations hereunder unless and until the Court issues the Syndicate Collateral Management Order in form and substance satisfactory to A&M, *provided, however,* that the Administrative Agent, and IFT acknowledge that the "Preparation Services" in Schedule 4 shall be required prior to the issuance of the Syndicate Collateral Management Order and IFT and the Administrative Agent agree that IFT shall provide such Services and be paid for such Services in accordance with Sections 2 and 3.2 of this Agreement;

**AND WHEREAS** IFT agrees pursuant to this Agreement to provide servicing duties for the Client Portfolio in accordance with the provisions hereof.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Portfolio Servicing.** IFT agrees to provide to Client services (the "Services") with respect to the Client Portfolio. A complete description of the Services that IFT can provide are described in Schedule 2 attached hereto. Client will, from time to time, notify IFT of the Services that it wishes IFT to provide (or cease providing) to Client. IFT will diligently perform the Services in good faith and in accordance with industry standards customary for the Services to be provided in respect of the Client Portfolio.

2. Notwithstanding anything to the contrary contained herein, the Administrative Agent, and IFT agree that the "Preparation Services" in Schedule 4 shall be required prior to the issuance of the Syndicate Collateral Management Order and the Administrative Agent and IFT agree that IFT shall provide such Services to the Administrative Agent, for and on behalf of itself and the Syndicate Lenders, in good faith and in accordance with industry standards customary for the Services to be provided in respect of the Client Portfolio, and shall be paid for such Services in accordance with Section 3.2 of this Agreement, until such time as the Court issues the Syndicate Collateral Management Order, *provided, however,* that if the Court does not issue the Syndicate Collateral Management Order this Agreement may be terminated by the Administrative Agent in accordance with Section 5.2.1(e).

3. **Compensation.**

3.1 **Servicing Fees and Costs.** Client shall pay to IFT all of IFT's fees for the Services it performs for Client in the amounts listed in Schedule 3.

3.2 Notwithstanding anything to the contrary contained herein:

3.2.1 the Administrative Agent and IFT agree that the "Preparation Services" in Schedule 4 shall be required prior to the issuance of the Syndicate Collateral Management Order and the Administrative Agent, and IFT hereto agree that the Administrative Agent, for and on behalf of itself and the Syndicate Lenders, shall pay to IFT the "initial setup fee at activation" and the "implementation and transition work" fees listed in Schedule 3 until such time as the Court issues the Syndicate Collateral Management Order or this Agreement is terminated in accordance with the provisions hereof; and

3.2.2 the Administrative Agent, the Client and IFT agree that the anticipated "Go-live Date" shall be no later than October 1, 2024, and in the event that the Court has not issued the Syndicate Collateral Management Order on or before the "Go-live Date" and there is a delay in the launch of the Services (excluding the Preparation Services which must be provided before the Go-Live Date), and on the condition that IFT has not caused or contributed to any such delay in the launch of the Services, the parties hereto agree that the Administrative Agent, for and on behalf of itself and the Syndicate Lenders, shall pay to IFT the "monthly minimum management fee" listed in Schedule 3 until such time as the Court issues the Syndicate Collateral Management Order (at which time the fees shall be paid by the Client in accordance with

Schedule 3) or this Agreement is terminated in accordance with the provisions hereof.

3.3 IFT shall have no obligation to pay or advance on behalf of Client (or the Administrative Agent prior to the issuance of the Syndicate Collateral Management Order) any third-party costs and expenses incurred or necessary to provide the Services, but Client (or the Administrative Agent prior to the issuance of the Syndicate Collateral Management Order) may request that IFT advance such third-party costs and expenses on behalf of Client (or the Administrative Agent prior to the issuance of the Syndicate Collateral Management Order). If, in the exercise of IFT's sole discretion, IFT elects to pay such third-party costs and expenses on behalf of Client (or the Administrative Agent prior to the issuance of the Syndicate Collateral Management Order), Client (or the Administrative Agent prior to the issuance of the Syndicate Collateral Management Order) shall reimburse IFT for all such reasonable third-party costs and expenses (or other third-party costs and expenses approved by Client, or the Administrative Agent prior to the issuance of the Syndicate Collateral Management Order, in writing from time to time) incurred or otherwise advanced by IFT and shall pay the processing fee in the pricing guide.

3.4 Invoices. IFT's servicing fees and any reasonable third-party costs and expenses (or other third-party costs and expenses approved by Client, or the Administrative Agent prior to the issuance of the Syndicate Collateral Management Order, in writing from time to time) incurred by IFT due under this Agreement shall be due from Client (or the Administrative Agent prior to the issuance of the Syndicate Collateral Management Order) within thirty (30) calendar days of invoice receipt (whether paper or electronic), and in Canadian Dollars. Upon request by Client (or the Administrative Agent prior to the issuance of the Syndicate Collateral Management Order), IFT will provide to Client (or the Administrative Agent prior to the issuance of the Syndicate Collateral Management Order) copies of documents showing that third-party costs and expenses invoiced have been incurred and paid by IFT.

3.5 Limitation. The parties to this Agreement acknowledge that, with the exception of the payment obligation of the Administrative Agent set out above at Section 3.2 of this Agreement, any payment obligations of Client or Administrative Agent hereunder are limited in recourse solely to the property and assets in the Client Portfolio. No other property or assets of Client or Administrative Agent owned by it in its personal capacity or otherwise, will be subject to levy, execution or other enforcement procedure with regard to any of Client or Administrative Agent's obligations hereunder. Notwithstanding that this engagement letter has been executed by the Client, and acknowledged by the Administrative Agent, and notwithstanding anything to the contrary contained in this engagement letter, the Client, the Administrative Agent, and IFT acknowledge and agree that (a) A&M, in its personal or corporate capacity, shall have no liability to IFT (or any consultant(s) it retains) in respect of any fees, expenses, indemnity obligations, or other amounts payable in relation to the engagement hereunder, (b) the Administrative Agent in its personal or corporate capacity, shall have no liability to IFT (or any consultant(s) it retains) in respect of any fees, expenses, indemnity obligations, or other amounts payable in relation to the engagement hereunder except for the fees payable by the Administrative Agent to IFT in accordance with Section 3.2 above, and (c) any fees, expenses, indemnity obligations, or other amounts payable in relation to the engagement of IFT (or any consultant(s)) hereunder other than under Section 3.2 will be paid solely out of

the property and assets in the Client Portfolio through receipts received during the course of the administration of the Client Portfolio.

4. **Effective Date.** This Agreement shall become effective on the date of this agreement (the "**Effective Date**"), provided, however, that the Client shall have no obligations under this Agreement unless and until the Syndicate Collateral Management Order is entered, *provided, further, however,* that immediately upon execution of this Agreement, IFT shall promptly commence providing those Services referred to as "Preparation Services" in Schedule 4 that are required prior to the issuance of the Syndicate Collateral Management Order, in consultation with the Administrative Agent and the Client, and shall be prepared to provide all Services on or before the Go-live Date, and Sections 2, 3.2, 3.3, 3.4, 3.5, 5.2, 6.1, 9, 11, 12, 19 and 22, as the context so requires, shall apply to the provision of those Services by IFT.

5. **Term of Agreement.**

5.1 **Term of Agreement.** This Agreement shall commence on the Effective Date and continue for a period of three (3) years after the Effective Date (the "**Initial Term**"), provided that the Client shall have the option, in its sole discretion, to extend this Agreement for successive one-year terms beyond the Initial Term unless or until such time as it is terminated pursuant to Section 5.2.

5.2 **Early Termination.**

5.2.1 **Early Termination by Client for Cause.** Client (or the Administrative Agent solely prior to the issuance of the Syndicate Collateral Management Order) may terminate this Agreement for cause by giving written notice to IFT upon the occurrence of any of the following, *and, for greater certainty,* the Client Termination Fee shall not be payable to IFT upon the occurrence of any of the following events:

(a) IFT fails to provide the Services in any material respect, which failure of performance is not cured within ten (10) business days of written notice from Client (or the Administrative Agent solely prior to the issuance of the Syndicate Collateral Management Order);

(b) Any gross negligence or willful misconduct of IFT or any negligence of IFT resulting in a material loss to Client;

(c) IFT shall become insolvent, shall admit in writing its inability to pay its debts generally, or a voluntary or involuntary insolvency proceeding with respect to IFT shall be commenced under applicable bankruptcy laws (each of the foregoing events being referred to herein as an "**Insolvency Event**");

(d) IFT fails to perform any of its obligations under this Agreement and fails to cure such default within ten (10) business days of receipt of written notice from Client (or the Administrative Agent solely prior to the issuance of the Syndicate Collateral Management Order);

(e) the Court does not issue the Syndicate Collateral

Management Order or the Administrative Agent determines, in its sole discretion, not to seek Court approval of the Syndicate Collateral Management Order;

**5.2.2 Early Termination by IFT for Cause.** IFT may terminate this Agreement for cause by giving written notice to Client (or the Administrative Agent solely prior to the issuance of the Syndicate Collateral Management Order) upon the occurrence of any of the following *and, for greater certainty*, the Client Termination Fee shall not be payable to IFT should IFT elect to terminate this Agreement upon the occurrence of any of the following events:

- (a) Client (or the Administrative Agent, prior to the issuance of the Syndicate Collateral Management Order), fails to pay to IFT any payment when due hereunder and such delinquency is not cured within ten (10) business days after written notice to Client;
- (b) Any gross negligence or willful misconduct of Client or Administrative Agent or any negligence of Client or the Administrative Agent resulting in a material loss to IFT;
- (c) Client (or the Administrative Agent, prior to the issuance of the Syndicate Collateral Management Order) shall be subject to an Insolvency Event;
- (d) Client (or the Administrative Agent, prior to the issuance of the Syndicate Collateral Management Order) fails to perform any of its obligations under this Agreement and fails to cure such default within ten (10) business days of receipt of written notice from IFT; or
- (e) IFT reasonably determines that the performance of its duties hereunder is no longer permissible or practicable under any laws, rules, or regulations applicable to it or if termination of the Services is required by governmental or regulatory authorities.

**5.2.3 Termination for Convenience.**

(a) Client may terminate this Agreement for convenience by providing IFT written notice (the "**Client Termination Notice**") of its intention to terminate the Agreement and specifying the date (which shall not be less than 60 days following the date such notice is given) on which such termination is to be effective (the "**Client Termination Date**"). In the event that Client sends a Client Termination Notice to IFT, IFT agrees that from and after receipt of such Client Termination Notice until the Client Termination Date, it shall provide such Services as the Client requires to assist in transitioning the Services to another provider selected by the Client, *provided, however*, that IFT will only provide such Services as are specifically requested by Client;

(b) IFT may terminate this Agreement for convenience by providing Client (or the Administrative Agent solely prior to the issuance

of the Syndicate Collateral Management Order) written notice (the "IFT Termination Notice") of its intention to terminate the Agreement and specifying the date (which shall not be less than 180 days following the date such notice is given) on which such termination is to be effective (the "IFT Termination Date"). In the event that IFT sends a IFT Termination Notice to Client (or the Administrative Agent solely prior to the issuance of the Syndicate Collateral Management Order), IFT agrees that from and after delivery of such Termination Notice until the IFT Termination Date, it shall provide such Services as the Client (or the Administrative Agent solely prior to the issuance of the Syndicate Collateral Management Order) requires to assist in transitioning the Services to another provider selected by the Client, *provided, however,* that IFT will only provide such Services as are specifically requested by Client (or the Administrative Agent solely prior to the issuance of the Syndicate Collateral Management Order);

5.2.4 Solely in the event that Client terminates this Agreement for convenience in accordance with Section 5.2.3(a), Client shall be required to pay to IFT a termination fee of \$175,000 (the "Client Termination Fee"). The Client Termination Fee (and any outstanding fees due and payable for Services) shall be the sole amount payable in connection with such termination and no damages, lost profits or other amounts shall be payable by the Client or the Administrative Agent. For the avoidance of doubt, the Client Termination Fee shall not be payable if the Agreement is terminated by the Administrative Agent prior to the issuance of the Syndicate Collateral Management Order.

#### 6. Termination and Expiration.

6.1 Return of Client Portfolio Files. Upon termination of this Agreement for any reason, and upon payment to IFT of any and all amounts due under this Agreement, IFT shall either, at the direction of Client or the Administrative Agent, as applicable, (a) release to Client or the Administrative Agent, or to any other person or entity designated by the Client or the Administrative Agent in writing, the files, books, and records (including computer records) relating to the Client Portfolio in either electronic or hard copy form or (b) destroy all copies of such files, books, and records and other documents prepared by IFT or its representatives or for its internal use relating to or derived from any portion of the Client Portfolio, provided that documentation subject to audit, required to be retained for ongoing official proceedings or required to be retained by federal, provincial, or state statutes, laws or regulations may be retained until released from such audits, official proceedings or prescribed retention periods. Subject to the foregoing, Client and the Administrative Agent acknowledge that subsequent to termination of this Agreement, IFT shall have no obligation to Client or the Administrative Agent to retain, archive, or otherwise maintain Client or the Administrative Agent's physical or electronic records.

7. Representations, Warranties and Covenants of IFT. IFT represents and warrants and covenants and agrees in favour of Client and the Administrative Agent the following:

(a) Business Entity; Authority. IFT is, and shall at all times during

the term of this Agreement be, a corporation duly organized, validly existing, and in good standing under the laws of British Columbia and in possession of all necessary licenses and approvals in all jurisdictions where failure to be so qualified and in good standing would have a material adverse effect on IFT's business and operations or its ability to perform its obligations under this Agreement.

(b) Authorization; Binding Agreement. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action by IFT. This Agreement has been duly and validly executed and delivered on behalf of IFT and is binding upon and enforceable against IFT in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, or other laws of general application relating to or affecting the rights of creditors, and except as enforceability may be limited by rules of law governing specific performance, injunctive relief, or other applicable remedies.

(c) No Adverse Consequences. Neither the execution and delivery of this Agreement by IFT nor the consummation of the transactions contemplated hereby will (i) violate any applicable law, judgment, order, decree, regulation, or ruling of any governmental authority or violate any provision of the articles or notice of articles of IFT, (ii) either alone or with the giving of notice or the passage of time or both, conflict with, constitute grounds for termination of, result in the breach of the terms, conditions, or provisions of or constitute a default or result in the imposition of any lien upon IFT's properties under any agreement, instrument, license, or permit to which IFT is a party or by which it is bound or (iii) require any consent, approval, authorization or order of or declaration or filing with any governmental authority. There are no proceedings or investigations pending, or to the knowledge of IFT, threatened against IFT that might materially and adversely effect the execution and delivery of this Agreement by IFT or the consummation of the transactions contemplated hereby.

(d) Compliance with Laws. IFT has operated, and shall at all times during the term of this Agreement operate, its business in accordance with all applicable laws and regulations and IFT is not and will not during the term of this Agreement be in violation of any such laws or regulations other than such violations which singularly or in the aggregate do not and, with the passage of time will not, have a material adverse affect on its business or assets or its ability to perform its obligations under this Agreement. All services shall be performed and provided in compliance with all applicable federal, provincial, and local laws, regulations, and rules.

(e) No Ownership Interest by IFT. IFT does not have any ownership or other interest in the underlying assets, payment streams, equipment, legal documents, or other tangible or intangible assets in the Client Portfolio.

8. Representations, Warranties and Covenants of Client. Client represents and warrants and covenants and agrees in favour of IFT the following:

- (a) Business Entity; Authority. A&M is a corporation duly incorporated and organized and validly subsisting under the laws of Ontario and, upon the Court issuing the Syndicate Collateral Management Order and subject to the terms thereof, A&M will be appointed as Manager over certain assets, undertakings and properties of the Pride Entities, including all proceeds thereof, which includes, without limitation, the Management Leases.
- (b) Authorization; Binding Agreement. Upon the Court issuing the Syndicate Collateral Management Order and subject to the terms thereof, the execution, delivery, and performance of this Agreement will have been duly authorized by all necessary action by Client, and this Agreement will have been duly and validly executed and delivered on behalf of Client and is binding upon and enforceable against Client in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, or other laws of general application relating to or affecting the rights of creditors, and except as enforceability may be limited by rules of law governing specific performance, injunctive relief, or other applicable remedies.
- (c) No Adverse Consequences. Upon the Court issuing the Syndicate Collateral Management Order and subject to the terms thereof, neither the execution and delivery of this Agreement by Client nor the consummation of the transactions contemplated hereby will (i) violate any applicable law, judgment, order, decree, regulation, or ruling of any governmental authority or violate any provision of the formation documents of Client, (ii) either alone or with the giving of notice or the passage of time or both, conflict with, constitute grounds for termination of, or result in the breach of the terms, conditions, or provisions of or constitute a default or result in the imposition of any lien upon Client's property under any agreement, instrument, license, or permit to which Client is a party or by which it is bound or (iii) require any consent, approval, authorization or order of or declaration or filing with any governmental authority. With the exception of any motions that may be brought in the Pride Entities' CCAA proceeding objecting to the issuance of the Syndicate Collateral Management Order, there are no proceedings or investigations pending, or to the knowledge of Client, threatened against Client that might materially and adversely effect the execution and delivery of this Agreement by Client or the performance of its obligations hereunder.
- (d) Compliance with Laws. Client has, and shall at all times during the term of this Agreement, operated its business in accordance with all applicable laws and regulations and Client is not, and will not during the term of this Agreement be, in violation of any such laws or regulations other than such violations which singly or in the aggregate do not, and with the passage of time will not, have a material adverse affect on its business or assets or its ability to perform its obligations under this Agreement.

9. Independent Contractor. IFT is an independent contractor and shall perform the Services hereunder as such, and not as the agent, employee, or servant of Client or the Administrative Agent. IFT, Client and the Administrative Agent shall remain fully responsible for their respective employee's actions, salaries, benefits, taxes, worker's compensation, unemployment insurance, any other employee costs or benefits and any other expenses not provided for under this Agreement. Nothing in this Agreement shall create a partnership or joint venture between and of IFT, Client and the Administrative Agent. The Client and the Administrative Agent do not have and shall not acquire any ownership interest or any other rights whatsoever in any of IFT's assets, including without limitation IFT's computer systems (hardware and software), electronic and written reports or other data, web sites or URLs, telecommunications systems, toll-free phone numbers, policies, procedures, process and flow charts, business practices, trade names, trademarks, depository accounts, post office boxes, or any other tangible or intangible asset of IFT. Any computer programming, reporting customization, or other business practices, improvements, or work adopted for the benefit of Client or the Administrative Agent shall at all times remain the exclusive property of IFT, regardless of whether Client or the Administrative Agent compensated IFT for such practices, improvements, or work.

10. Access to Information. Upon giving at least five (5) business days' written notice, IFT shall give Client and the Administrative Agent and their respective counsel, accountants, and other representatives reasonable access (including, without limitation, on-site access), during normal business hours, to all of IFT's files, books, and records (including computer records) relating to the Client Portfolio or the Services and shall allow Client and the Administrative Agent and their representatives to make copies of such files, books, and records and to discuss matters relating to the Client Portfolio or the Services with IFT's officers and employees.

11. Confidentiality. IFT will maintain on a confidential basis (except as otherwise permitted hereunder or as required by applicable law) all information relating to the Client and the Administrative Agent, the Pride Entities or the Client Portfolio provided to it hereunder; however, that this Section 11 shall not apply to any information which (i) was lawfully in the public domain at the time of communication to IFT, (ii) lawfully enters the public domain through no fault of IFT subsequent to the time of communication to IFT, (iii) was lawfully in IFT's possession free of any obligation of confidence at the time of communication to IFT, (iv) was lawfully communicated to IFT free of any obligation of confidence subsequent to the time of initial communication to IFT, or (v) was lawfully communicated to any person free from any obligation of confidence subsequent to the time of communication to IFT. To the extent that the Client or the Administrative Agent discloses to or provides IFT with access to any information about identifiable individuals in connection with this Agreement or the transactions contemplated hereby ("**Personal Information**"), IFT may only use such Personal Information or disclose such Personal Information to any person (other than the Client or the Administrative Agent) if the use or disclosure is for the purpose of performance of the obligations of IFT, the Client or the Administrative Agent, or the exercise of the rights of any or all of such persons, in each case, under this Agreement or otherwise required to implement the terms of this Agreement, including performing the services set out in the Agreement (each, a "**Permitted Purpose**") or for any purpose consented to by the individual that is the subject of such Personal Information or for any purpose that is otherwise permitted or required by applicable law. For greater certainty, to the extent that IFT uses or discloses Personal Information for a purpose other than a Permitted Purpose, such use or disclosure shall be made by IFT in

accordance with the *Personal Information Protection and Electronic Documents Act* (Canada) and similar provincial legislation governing the protection of personal information in the private sector, in each case to the extent applicable.

12. Indemnity

12.1 Indemnity by Administrative Agent. Administrative Agent, for itself and on behalf of the Syndicate Lenders, shall defend, indemnify, and hold IFT, and its shareholders, directors, affiliates, assignees, agents, and employees, harmless from and against any and all claims, counterclaims, liabilities, losses, damages, expenses, court costs, attorneys' fees, and other expenses (the "Claims") resulting from: (i) IFT entering into this Agreement and/or agreeing to provide the Services agreed upon hereunder; (ii) actions taken by IFT at the written request of Client or Administrative Agent; and (iii) IFT's provision of Services in accordance with the terms of this Agreement, but excepting Claims arising from IFT's gross negligence, bad faith, willful misconduct, or fraudulent conduct, provided, however, that in no event will the Administrative Agent's aggregate contribution for all Claims with respect to which indemnification is available hereunder exceed the amount of fees actually paid to IFT pursuant to the Agreement and recourse shall be limited solely to the property and assets in the Client Portfolio through receipts received during the course of the administration of the Client Portfolio.

12.2 Indemnity by IFT. IFT shall defend, indemnify, and hold Client and Administrative Agent, for itself and on behalf of the Syndicate Lenders, and their shareholders, directors, affiliates, assignees, agents, and employees harmless from and against any and all Claims arising from IFT's gross negligence, bad faith, willful misconduct or fraudulent conduct.

12.3 Limitation of Liability of Client. Except to the extent finally determined by a court of competent jurisdiction to have resulted from its own wilful misconduct, gross negligence or fraudulent behaviour, in no event shall A&M, in any capacity including without limitation, as Manager, Client, or in its personal or corporate capacity, have any liability relating to this Agreement to IFT or the Administrative Agent, for itself and on behalf of the Syndicate Lenders, and their respective successors and assigns. In no event shall A&M's affiliates and A&M's and its affiliates' respective members, managers, shareholders, representatives, agents, independent contractors or employees, be liable to IFT or the Administrative Agent, for itself and on behalf of the Syndicate Lenders, or any other party as a result of the execution and delivery of this Agreement or the provision of any services hereunder, or other matters relating to or arising from this Agreement, whether a claim be in tort, contract or otherwise. Prior to the issuance of the Syndicate Collateral Management Order, A&M will be deemed an agent of the Administrative Agent for the services performed by A&M in connection with this Agreement and will be entitled to the benefits of any and all indemnification and liability limiting provisions afforded to the Administrative Agent or the Syndicate Lenders in the Fourth Amended and Restated Credit Agreement.

12.4 Limitation and Survival. Each party acknowledges and agrees that any Claims with respect to which reimbursement is sought pursuant to this Section must be commenced within the later of (x) two (2) years after the Effective Date and (y) one year following termination of this Agreement. Each party further acknowledges and agrees to use commercially reasonable efforts at all times to minimize the losses for

which the other party may be liable under this Agreement. Notwithstanding anything in the foregoing to the contrary, each party to this Agreement shall not be responsible for reimbursement of any consequential, special or indirect damages, lost profits, lost investment or business opportunity, interest, damages to reputation, punitive damages, exemplary damages, treble damages, nominal damages or operating losses. The indemnity obligations of the parties shall survive the termination of this Agreement as provided for herein.

13. Limitation of IFT Liability and Limitation of Client's Remedies. IFT undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and shall not have any duties or responsibilities to any party under any agreement except those expressly set forth in this Agreement. IFT shall have no obligation to supervise, verify, monitor or administer the performance of Client, Administrative Agent, for itself and on behalf of the Syndicate Lenders, or Originator and shall have no liability for any action taken or omitted by Client or Administrative Agent, for itself and on behalf of the Syndicate Lenders.

Neither IFT nor any of its directors, officers, members, partners, employees, auditors, accountants, or agents shall be liable for any action taken, suffered, or omitted by it in good faith and believed to be authorized or within the discretion, rights, or powers conferred upon it by this Agreement, or for errors in judgment; *provided, however,* that this provision shall not protect any such person against liability which would otherwise be imposed on such person by reason of such person's gross negligence, willful misconduct or fraudulent behaviour. No liability shall accrue to IFT when:

- (a) IFT takes any action, refrains from the taking of any action, or offers any advice or suggested course of action for Client in accordance with customary industry standards for backup or successor servicing of commercial leases of the type included in the Client Portfolio pursuant to this Agreement;
- (b) Client (or the Administrative Agent prior to the Syndicate Collateral Management Order) fails to provide necessary, timely, or accurate information in order for IFT to fulfill the Services described in this Agreement; or
- (c) IFT relies, in good faith, on any document of any kind which, *prima facie*, is properly provided by an appropriate person respecting any matters arising hereunder;

14. Force Majeure. No party to this Agreement shall be liable for any failure to perform its obligations where such failure is as a result of acts of nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation, terrorist activities, nationalization, government sanction, pandemic, blockage, embargo, labor dispute, strike, lockout, or interruption or breakdown of public or private or common carrier communications or transmission facilities.

15. Delegation, Sub-Servicing. IFT is hereby authorized and empowered to delegate specific duties to sub-servicers that are in the business of performing repossession and asset recovery, litigation and legal advice, and asset remarketing. No delegation of duties

by IFT permitted hereunder will relieve IFT of its liability and responsibility with respect to such duties and IFT shall also remain liable for any actions or omissions of any such delegates.

16. Time of the Essence. Time is of the essence for each party's performance obligations under this Agreement.

17. Amendment. No modification, amendment, or waiver of any provision of, or consent required by, this Agreement, nor any consent to any departure herefrom, shall be effective unless it is in writing and signed by authorized officers of the parties hereto. Such modification, amendment, waiver, or consent shall be effective only in the specific instance and for the purpose for which given.

18. No Assignment. Each of Client and IFT may not assign this Agreement or its rights hereunder without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

19. No Third Party Beneficiary. IFT and Client are the only parties to this Agreement and are the only parties entitled to enforce its terms, *provided, however,* that the Administrative Agent shall be entitled to enforce those provisions in the Agreement that relate to the Services referred to as "Preparation Services" in Schedule 4 that are required prior to the Effective Date. With the exception of the Administrative Agent, nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly or indirectly, or otherwise to third persons unless such third persons are individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

20. Waiver. No delay or omission on the part of any party in exercising any right hereunder shall operate as a waiver of any such right or any other right. All waivers must be in writing.

21. Severability. If any provisions of this Agreement are found to be unenforceable as to any person or circumstance, such finding shall not render such a provision invalid or unenforceable as to any other person or circumstance and shall not invalidate any other provision or provisions of this Agreement. If feasible, the term or provision which is found to be invalid or unenforceable shall be deemed to be modified to be within the limits of validity or enforceability.

22. Choice of Law. This 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.

23. Notices. All notices, requests, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or when delivered by email or courier to the parties at their addresses set forth below or to such other addresses as the parties may designate by written notice to the other parties in accordance with this section. If such notice, demand, or other communication is served personally or by email, it shall be conclusively deemed made at the time of such service. If such notice, demand, or other communication is given by courier, it shall be conclusively deemed given seventy-two (72) hours after the date such notice was sent to the parties to whom such notice, demand, or other communication is to be given.

If such notice is delivered to Client:

Alvarez & Marsal Canada Inc.  
Royal Bank Plaza, South Tower  
Suite 3501, P.O. Box 22  
Toronto, Ontario  
M5J 1K8  
Attention: Douglas R. McIntosh, Managing Director  
Email: dmcintosh@alvarezandmarsal.com

If such notice is delivered to IFT:

Integrated Financial  
Technologies Inc. 1055  
Dunsmuir St, Suite 3501  
Vancouver, British Columbia  
V7X 1K8

24. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its duties and obligations hereunder and to carry out the intent of the parties hereto.

25. Entire Agreement. This Agreement contains the entire understanding of, and supersedes all prior or contemporaneous agreements not specifically referred to herein among, the parties with respect to the subject matter hereof.

26. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, notwithstanding the fact that all parties did not sign the same counterpart. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail attachment in portable document format (aka "pdf") shall be effective as delivery of a manually executed counterpart of this Agreement, and the Agreement shall be treated in all manner and respects as having an original signature (or counterpart thereof) and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of an electronic signature or electronic transmission in portable document format or the fact that any signature was transmitted or communicated through the use of electronic transmission in portable document format as a defense to this Agreement and each such party forever waives any such defense. Each person signing below represents and warrants that he or she has the necessary authority to bind the entity set forth below.

*(Remainder of Page Intentionally Left Blank)*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

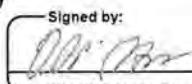
**INTEGRATED FINANCIAL TECHNOLOGIES INC.**

By: 

Name: Tod Chisholm

Title: President

**ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as proposed Court-appointed manager of certain of the assets, undertakings and properties of the Pride Entities, and not in its personal or corporate capacity

By: 

Name: Douglas McIntosh

Title: Managing Director

**ACKNOWLEDGED AND AGREED TO BY:**

**ROYAL BANK OF CANADA**, in the role as an Administrative Agent, for itself and on behalf of the Syndicate Lenders

By: 

Name: Annie Lee

Title: Associate Director, Agency Services

## SCHEDULE 1 PRIDE ENTITIES

### A. APPLICANTS

#### **Operating Entities**

##### *Canadian Operating Entities*

- PRIDE TRUCK SALES LTD.
- TPINE TRUCK RENTAL INC.
- PRIDE GROUP LOGISTICS LTD.
- PRIDE GROUP LOGISTICS INTERNATIONAL LTD.
- TPINE LEASING CAPITAL CORPORATION
- DIXIE TRUCK PARTS INC.
- PRIDE FLEET SOLUTIONS INC.
- TPINE FINANCIAL SERVICES INC.
- PRIDE GROUP EV SALES LTD.

##### *U.S. Operating Entities*

- TPINE RENTAL USA, INC.
- PRIDE GROUP LOGISTICS USA, CO.
- ARNOLD TRANSPORTATION SERVICES, INC.
- DIXIE TRUCK PARTS INC.
- TPINE FINANCIAL SERVICES CORP.
- PARKER TRANSPORT CO.
- PRIDE FLEET SOLUTIONS USA INC.

#### **Real Estate Holding Companies**

##### *Canadian Real Estate Holding Companies*

- 2029909 ONTARIO INC.
- 2076401 ONTARIO INC.
- 1450 MEYERSIDE HOLDING INC.
- 933 HELENA HOLDINGS INC.
- 30530 MATSQUI ABBOTSFORD HOLDING INC.
- 2863283 ONTARIO INC.
- 2837229 ONTARIO INC.
- 2108184 ALBERTA LTD.
- 12944154 CANADA INC.
- 13184633 CANADA INC.
- 13761983 CANADA INC.
- 102098416 SASKATCHEWAN LTD.
- 177A STREET SURREY HOLDING INC.
- 52 STREET EDMONTON HOLDING INC.
- 84 ST SE CALGARY HOLDINGS INC.

- 68TH STREET SASKATOON HOLDING INC.
- 3000 PITFIELD HOLDING INC.

#### *U.S. Real Estate Holding Companies*

- PGED HOLDING, CORP.
- HIGH PRAIRIE TEXAS HOLDING CORP.
- 131 INDUSTRIAL BLVD HOLDING CORP.
- 59TH AVE PHOENIX HOLDING CORP.
- DI MILLER DRIVE BAKERSFIELD HOLDING CORP.
- FRONTAGE ROAD HOLDING CORP.
- ALEXIS INVESTMENTS, LLC
- TERNES DRIVE HOLDING CORP.
- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
- TERMINAL ROAD HOLDING, CORP.
- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
- 11670 INTERSTATE HOLDING, CORP.
- 401 SOUTH MERIDIAN OKC HOLDING CORP.
- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
- 87TH AVENUE MEDLEY FL HOLDING CORP.
- LOOP 820 FORT WORTH HOLDING CORP.
- 162 ROUTE ROAD TROY HOLDING CORP.
- CRESCENTVILLE ROAD CINCINNATI HOLDING CORP.
- MANHEIM ROAD HOLDING CORP.
- 13TH STREET POMPANO BEACH FL HOLDING CORP.
- EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.
- CORRINGTON MISSOURI HOLDING CORP.
- 963 SWEETWATER HOLDING CORP.
- OAKMONT DRIVE IN HOLDING CORP.

#### **Other Holding Companies**

##### *Other Canadian Holding Companies*

- 2692293 ONTARIO LTD.
- 2043002 ONTARIO INC.
- PRIDE GROUP HOLDINGS INC.
- 2554193 ONTARIO INC.
- 2554194 ONTARIO INC.
- PRIDE GROUP REAL ESTATE HOLDINGS INC.
- 1000089137 ONTARIO INC.

##### *Other U.S. Holding Companies*

- COASTLINE HOLDINGS, CORP.
- PARKER GLOBAL ENTERPRISES, INC.
- DVP HOLDINGS, CORP.

## **B. LIMITED PARTNERSHIPS**

### *U.S. Limited Partnerships*

- PRIDE TRUCK SALES L.P.
- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

## **C. ADDITIONAL STAY PARTIES**

### *Canadian Additional Stay Parties*

- BLOCK 6 HOLDING INC.
- 2500819 ONTARIO INC.

### *U.S. and Other Additional Stay Parties*

- PERGOLA HOLDINGS, CORP.
- PRIDE GLOBAL INSURANCE COMPANY LTD.

**SCHEDULE 2  
COMPLETE LIST OF  
SERVICES**

- As per PDF attached separately.

**Background:** Pricing is indicated below. It should be noted this is indicative pricing and is subject to change in the final servicing agreement. Any services not captured below will require documentation and approval by the customer before the implementation of any changes. Depending on those requirements some or all of the services listed below may apply.

## SCHEDULE 2 SERVICES

- Management oversight, and day-to-day operations for all back-end servicing.
- All administration-required functions to support all portfolio support services, which will include a supporting data file to the required accounting system.
- All Customer Service, Collections, and Default management services either directly or through approved third-party partners such as Bailiffs and Lawyers.
- All aspects of bankruptcy and repossession processes either directly or through approved third-party providers.
- Complete procedure and policy documentation to be managed, created and approved by the Customer as required.
- Standard portfolio reporting, monthly reporting package and quarterly business reviews with senior management.
- Assist with ad hoc requests when required as documented through our change control process.
- Setup and maintain daily data feed from current LMS system to our servicing platform.

Specific Task call outs to be handled by IFT to include:

- Incoming Customer Calls
  - PAYMENTS
  - GENERAL INFO
  - DIRECTION TO COLLECTIONS OR LOSS MITIGATION
- Incoming Dealer Calls (generally payoff info)
- Incoming Customer Email
- Back Office support
- Transport Letters
- Pay-off letters to customer/dealer
- Due Date Change Forms Coordination
- Deferment Forms Coordination
- Processing Payments Received In-House
- Change in Terms
- PPSA requirements
- Document returned mail

**SCHEDULE 3**  
**SERVICING COMPENSATION**

Upon activation of services pricing is below:

One time fees	
Initial setup fee at activation	Flat fee \$50,000
Implementation and transition work Charged at hourly implementation rate	\$275 per hour

**\*Pricing Summary - Standard Portfolio**

Per Managed Account Fee	See Rate grid table*	Per Account/per month
IFT Ignite (servicing platform) Access Fee	\$2.95	Per Account/per month
Default Management Fees (Repo, Legal, Bankruptcy etc)	\$145.00	Per File
Early Stage DQ <30 days	\$32.50	Per Account/per month
Late Stage DQ >31 days	\$44.75	Per Account/per month
Accounting and Administration Support	\$97.50	Per hour as required
Inbound calls requiring Live agent support	\$3.25	Per call
Monthly Minimum Management Fee	\$3,850.00	Per month flat fee
*Third-party invoice processing fee	1.5%	Per invoice paid

**Per Managed Account Rate Grid	
Total Number of Accounts	Cost per Account
0 - 10,000	\$19.75
10001 - 20,000	\$17.75
20,001 - 30,000	\$15.95
30,001 - 40,000	\$14.35
40,001 - 50,000	\$12.90
50,001+	\$11.65

Note(s):

\*Any non-IFT third-party charges for services paid on behalf of the client are processed at cost with 1.5% processing fee only  
 \*\*Annual CPI adjustment will be made on February 1<sup>st</sup> to all IFT pricing based on the Canadian CPI index on December 31<sup>st</sup>

For reference the Monthly minimum fee pre launch (if applicable) = Management fee + Total number of accounts fee

**SCHEDULE 3  
SERVICING FEES**

- As per PDF attached separately.

**Background:** Pricing is indicated below. It should be noted this is indicative pricing and is subject to change in the final servicing agreement. Any services not captured below will require documentation and approval by the customer before the implementation of any changes. Depending on those requirements some or all of the services listed below may apply.

## SCHEDULE 2 SERVICES

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- All aspects of bankruptcy and repossession processes either directly or through approved third-party providers.
- Complete procedure and policy documentation to be managed, created and approved by the Customer as required.
- Standard portfolio reporting, monthly reporting package and quarterly business reviews with senior management.
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- Back Office support
- Transport Letters
- Pay-off letters to customer/dealer
- Due Date Change Forms Coordination
- Deferment Forms Coordination
- Processing Payments Received In-House
- Change in Terms
- PPSA requirements
- Document returned mail

### SCHEDULE 3 SERVICING COMPENSATION

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**\*Pricing Summary - Standard Portfolio**

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Accounting and Administration Support	\$97.50	Per hour as required
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For reference the Monthly minimum fee pre launch (if applicable) = Management fee + Total number of accounts fee

**SCHEDULE 4  
PREPARATION  
SERVICES**

- As per PDF attached separately.

## **Schedule 4: Preparation Services**

### **1. Planning**

- Define project scope and objectives
- Identify stakeholders and project team
- Develop project plan and timeline
- Risk assessment and mitigation planning
- Project kickoff meeting

### **2. Data Migration**

- Data mapping and validation
- Extract, Transform, Load (ETL) process
- Data cleansing and normalization
- Data migration testing

### **3. System Integration**

- Integrate new portfolio into existing systems
- Configure loan servicing platform
- Develop custom interfaces if needed

### **4. Testing and Quality Assurance**

- Develop test cases and scenarios
- Conduct system and user acceptance testing
- Identify and resolve issues
- Final quality assurance checks

### **5. Onboarding/Training**

- Edit Policy and procedure training materials and documentation as required
- Conduct portfolio onboarding sessions for staff
- Provide hands-on support during training

Gather feedback and make necessary adjustments to Stakeholders and Management

This is **Exhibit 'B'** referred to in the Third Affidavit of Brad D. Newton sworn before me  
this 16th day of October, 2024



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*Commissioner for Taking Affidavits (or as may be)*

Yun Ji Chung (LSO # 90012D)

## REMARKETING PROGRAM - DEALER AGREEMENT

THIS AGREEMENT made as of the [●] day of October, 2024.

BETWEEN:

[●] (the "Dealer")

- and -

**ALVAREZ & MARSAL CANADA INC.**, ("A&M") in its capacity as Court-appointed manager of certain of the assets, undertakings and properties of the Pride Entities (as defined below) acquired for, or used in relation to a business carried on by the Pride Entities, and not in its personal or corporate capacity (in such capacity, the "Manager").

RECITALS:

- A. **WHEREAS** on March 27, 2024, Pride Group Holdings Inc. and those entities listed in Schedule 1 hereto (collectively, the "Applicants") brought an application before the Ontario Superior Court of Justice (Commercial List) (the "Court") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA") to, among other things, obtain a stay of proceedings to allow them an opportunity to restructure their business and affairs;
- B. **AND WHEREAS** the Royal Bank of Canada, in its capacity as administrative agent (the "Administrative Agent") for and on behalf of itself and the other lenders (the "Syndicate Lenders"), is a party to the Fourth Amended and Restated Credit Agreement dated as of May 10, 2024 among, *inter alia*, the Administrative Agent, the Syndicate Lenders and the Applicants and the limited partnerships listed in Schedule 1 hereto (collectively, the "Pride Entities");
- C. **AND WHEREAS** the Administrative Agent has a valid and enforceable security interest in, among other collateral, vehicles, trailers and equipment and related certificates of title owned by one or more Pride Entities (the "Vehicles");
- D. **AND WHEREAS** the Administrative Agent has brought a motion in the Pride Entities' CCAA proceeding for the Court to appoint A&M as Manager over certain assets, undertakings and properties of the Pride Entities, including all proceeds thereof, which includes, without limitation, the Vehicles, in accordance with the terms of a syndicate collateral management order (the "Syndicate Collateral Management Order");

E. **AND WHEREAS** the Syndicate Collateral Management Order authorizes the Manager, to, among other things: (i) take possession of and exercise control over, among other collateral, the Vehicles, and any and all proceeds, receipts and disbursements arising out of or from the Vehicles; (ii) engage, among others, consignees to assist with the exercise of the Manager's powers and duties in respect of, among other collateral, the Vehicles; and (iii) market any or all of the Vehicles, including advertising and soliciting offers in respect of the Vehicles or any part or parts thereof and negotiating such terms and conditions of sale as the Manager in its discretion may deem appropriate;

F. **AND WHEREAS** this Agreement outlines the terms and conditions under which the Dealer shall participate in the remarketing of Vehicles on behalf of the Manager in accordance with the terms of the Syndicate Collateral Management Order and an order approving this agreement (the "**Sale Approval Order**") to be sought following the issuance of the Syndicate Collateral Management Order.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

## **ARTICLE 1 CONSIGNMENT**

- 1.1 Subject only to the issuance of the Sale Approval Order, the Manager will notify the Dealer from time to time that it has selected the Dealer to sell, on a consignment basis, one or more Vehicles designated by the Manager, in its sole discretion, to the Dealer's customers in accordance with the terms of this Agreement. During the term of this Agreement, the Manager will designate such quantities of Vehicles as it determines appropriate, in its sole discretion, for remarketing by the Dealer in accordance with the terms of this Agreement by providing one or more notices to the Dealer at such times as the Manager determines appropriate, which notices shall identify the Vehicle(s) to be remarkedeted. Within a reasonable period of time, and in any event not less than five (5) business days from receiving the aforementioned notice(s), the Dealer will attend at a location designated by the Manager to retrieve the Vehicle(s) and to transport the Vehicle(s) to the Dealer's premises (the "**Premises**").
- 1.2 The Dealer agrees that title to the Vehicles shall remain with the Pride Entities, subject to the terms of the Syndicate Collateral Management Order and Sale Approval Order, and that the Pride Entities will remain the owners of the Vehicles until a sale to the Dealer in accordance with the terms hereof.
- 1.3 Notwithstanding anything elsewhere in this Agreement, express or implied, the Dealer agrees with the Manager that (a) the Vehicles being stored at the Premises are not and will not comprise inventory or other property of the Dealer, (b) until the execution of the Manager Sale Agreement contemplated in Section 9.2(g) (if any), the Dealer has no ownership right, title, benefit or interest in the Vehicles, and (c) the only rights that the

Dealer has in and to the Vehicles is the right derived hereunder to transfer ownership of the Vehicles to its customers, subject to and upon the terms and conditions hereof.

- 1.4 The Dealer shall protect the Vehicles stored on the Premises from loss or damage using the same degree of care that the Dealer uses to protect its own products and inventory, but in no event less than a commercially reasonable degree of care.
- 1.5 The Dealer shall keep the Vehicles free and clear of all Encumbrances (as defined in the Syndicate Collateral Management Order), including but not limited to Encumbrances by landlords or secured creditors, *provided, however,* that any Encumbrances that exist prior to the delivery of the Vehicle to the Dealer shall be discharged as against such Vehicle, immediately prior to the closing of any sale of such Vehicle pursuant to the Sale Approval Order. The Dealer shall indemnify and hold harmless the Manager from and against any loss or damage caused by acts of the Dealer which result in any such Encumbrances being placed upon any Vehicles, including all costs, fees, and expenses incurred by the Manager in commencing or participating in such action or proceedings as are necessary for the Manager to defend its interest in the Vehicles.
- 1.6 The Dealer agrees that the Manager or the Administrative Agent, as applicable, may file any financing statement or other security filing against the Dealer to give notice to third parties of the existence of this Agreement.
- 1.7 The Manager acknowledges and agrees that, upon notifying the Dealer that it has been selected to sell, on a consignment basis, one or more Vehicles designated by the Manager in accordance with the terms of this Agreement, the Dealer shall have the exclusive right to remarket the Vehicle until the earlier of: (i) the expiry of the Remarketing Period; or (ii) termination of this Agreement in accordance with Article 12.
- 1.8 If the Manager wishes to withdraw and retake possession of a Vehicle, for any reason, prior to the expiry of the Remarketing Period, the Manager shall deliver a written request for withdrawal of the Vehicle to the Dealer (the "**Withdrawal Request**"). Upon receipt of a Withdrawal Request, Dealer shall promptly cease all repair work on the Vehicle and shall provide the Manager with an invoice stating any amount owing to Dealer by the Manager in respect of the Vehicle which includes, without limitation, repair costs (if any), and all other costs owed by the Manager to the Dealer under this Agreement. The Manager acknowledges and agrees that Dealer shall maintain possession of the Vehicle until any and all amounts owing to Dealer under this Agreement are paid in full by the Manager. Upon full payment of all such amounts owing to Dealer, and shall release possession of the Vehicle to the Manager. Transport costs incurred by the Dealer to return a Vehicle to the Manager pursuant to a Withdrawal Request shall be borne by the Manager. A Withdrawal Request shall not be binding upon Dealer, and shall be of no force and effect, if at the date and time Dealer receives the Withdrawal Request, Dealer

has already agreed to sell the Vehicle to a third party purchaser, regardless of whether title has yet to transfer.

## **ARTICLE 2 “AS IS, WHERE IS”**

- 2.1 The Dealer acknowledges that the Manager is delivering the Vehicles on an “as is, where is” basis as they will exist on the date of delivery. No representation, warranty or condition is expressed or can be implied as to title, Encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Vehicles or the right of the Manager to sell or assign same.
- 2.2 Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario), *Consumer Protection Act* (Ontario) or similar legislation do not apply hereto and have been waived by the Dealer. Any description of the Vehicles contained herein or that may otherwise be provided to the Dealer is for the purpose of identification only. No representation, warranty or condition has or will be given by the Manager concerning the completeness or accuracy of such descriptions.

## **ARTICLE 3 VEHICLE TRANSPORTATION & STORAGE**

- 3.1.1 Upon receiving a notice described above at Section 1.1, the Dealer will attend at a location designated by the Manager to retrieve the Vehicles(s) and transport them to the Premises.
- 3.1.2 The Dealer agrees to store the Vehicles at no cost to the Manager.
- 3.1.3 The cost of pick-up of the Vehicles shall be borne by the Dealer (the “**Transport Fees**”).
- 3.1.4 The Dealer shall designate an employee to act as the primary liaison/coordinate between the Dealer and the Manager and shall notify the Manager promptly if the designated employee is replaced.
- 3.1.5 The Manager shall have the right, at reasonable times and after reasonable notice to the Dealer, to enter the Premises to inspect or otherwise protect the Manager’s interest in the Vehicles and its rights hereunder.

## **ARTICLE 4 CONDITION REPORT**

- 4.1 Within four (4) business days following the arrival date of the applicable Vehicle at the Dealer’s Premises, the Dealer shall: a) conduct an initial inspection of each Vehicle’s condition and specifications; b) create a condition report (including pictures) that includes a recommendation as to whether the particular vehicle should be: i) sold through

retail channels, or ii) sold through wholesale channels (the “**Condition Report**”), and c) forward the Condition Report to the Manager by email.

## **ARTICLE 5** **RECONDITIONING PROPOSAL**

5.1.1 The Dealer will prepare an estimate within 15 days of the arrival of a Vehicle to the Dealer’s Premises of the cost, effort and time required to repair and recondition the Vehicle (“**Reconditioning Proposal**”), which shall include:

- (a) a recommendation to the Manager with respect to reconditioning a Vehicle which could reasonably be anticipated to increase the value of the Vehicle, thereby maximizing net sales proceeds of the Vehicle (which typically includes only reconditioning which either substantially enhances the Vehicle’s physical appearance/visual appeal or is otherwise necessary to meet provincial safety standards or other legal requirements);
- (b) the estimated value of the Vehicle upon completion of the proposed reconditioning (which shall be the proposed Minimum Selling Price (as defined below)), which may take into account a reasonable amount of time to complete a sale at such price; and
- (c) any applicable supporting documents if requested by the Manager.

5.1.2 The Dealer will not proceed with any work to the Vehicle unless such work was specifically pre-authorized by the Manager.

## **ARTICLE 6** **REMARKETING AUTHORIZATION**

6.1 The Manager may, in its sole discretion, limit the amount of reconditioning to be performed on a Vehicle and determine a minimum selling price (the “**Minimum Selling Price**”) for the Vehicle. For greater certainty, the Minimum Selling Price shall be exclusive of any applicable goods and services, harmonized sales, provincial sales, retail sales, use, consumption, personal property, customs, excise, stamp, transfer, value added, registration, and other such similar taxes, duties or charges in connection with this Agreement, including, for greater certainty, the goods and services tax/harmonized sales tax (“**GST/HST**”) exigible pursuant to Part IX of the *Excise Tax Act* (Canada) (collectively, “**Sales Taxes**”).

- 6.2 The Manager will provide to the Dealer a remarketing authorization (the “**Remarketing Authorization**”) including (a) approved reconditioning expense budget, and (b) Minimum Selling Price.
- 6.3 Notwithstanding the Minimum Selling Price, the Dealer agrees to attempt to obtain the best possible selling price in accordance with prevailing market conditions.

## **ARTICLE 7** **REPAIRS AND RECONDITIONING**

- 7.1 Upon receiving the Remarketing Authorization, the Dealer will then facilitate and perform the repair and reconditioning of the Vehicle as specified in the Remarketing Authorization. The Manager will pay all approved reconditioning expenses on a contra basis (i.e. against the proceeds of sale) wherever possible.
- 7.2 The Dealer agrees that the reconditioning costs associated with any Vehicle shall not exceed the amount authorized in the Remarketing Authorization by more than 10%. If additional or unexpected issues arise, the Dealer agrees to contact the Manager for review and approval of any such costs. Any additional expenses incurred by the Dealer that were not authorized in the Remarketing Authorization will be the responsibility of the Dealer unless such expenses were pre-approved in writing by the Manager
- 7.3 In the event the Manager has approved reconditioning expenses in respect of a Vehicle and such Vehicle is not sold by the Dealer hereunder, upon the earlier of the return of the Vehicle or the termination of this Agreement, the Dealer shall be entitled to invoice the Manager for such repairs.

## **ARTICLE 8** **MARKETING AND OFFER CONSIDERATION**

- 8.1 Following receipt of the Remarketing Authorization and repairs being underway or complete, the Dealer shall begin to remarket the Vehicle in the same manner as their own used truck inventory (e.g. online classifieds, website, etc.). Unless the Agreement is terminated in accordance with Article 12 or a Vehicle is withdrawn pursuant to Section 1.8, the Dealer is entitled to remarket each Vehicle exclusively for a period of one hundred and eighty (180) days from the date the Manager issued the Remarketing Authorization, with the option to extend for additional sixty (60) day periods, in the Manager’s sole discretion (the “**Remarketing Period**”).
- 8.2 At the end of the Remarketing Period, the Manager may, in its sole discretion, determine whether or not to change the remarketing strategy which could result in the relocation of the Vehicle to another dealer, jurisdiction, remarketing centre or auction. On the Manager’s demand for the return of any Vehicles delivered under this Agreement and not sold by the Dealer, the Dealer shall promptly return such Vehicle in accordance with the

Manager's reasonable instructions, at the Manager's cost. In addition, the Dealer may return any Vehicles that are not sold to customers at the end of the Remarketing Period.

8.3 The Dealer is permitted to finalize and accept, in their sole discretion, any offer to purchase a Vehicle which meets all of the following criteria:

- (a) the selling price meets or exceeds the Minimum Selling Price;
- (b) the reconditioning expenses do not exceed the values authorized by the Manager; and
- (c) the Dealer believes in good faith that the offer and its conditions reasonably reflects the prevailing market value of the Vehicle.

If, however, any of the above criteria have not been met and the Dealer still feels the offer should be considered by the Manager, the Dealer shall present the offer to the Manager via email. The Manager agrees to respond to such requests via e-mail within two business days.

8.4 The Dealer agrees:

- (a) that Vehicles will only be sold to arm's-length purchasers, unless otherwise agreed to in writing by the Manager; and
- (b) that the Manager may, without notice, and from time to time, complete an audit of its inventory of Vehicles and review during these audits any documents related to the Vehicle and/or reconditioning work, including without limitation vehicle purchase agreements/bills of sale and invoices for completed work. Furthermore, the Dealer agrees to provide the Manager with all information regarding the Vehicles upon reasonable request by the Manager.

## **ARTICLE 9** **PRE-DELIVERY RECONCILIATION AND COMMISSION**

9.1 No less than two (2) business days prior to the closing of a sale to the Dealer's customer, or such other period as the parties may agree upon, the Dealer must submit the following documents to the Manager for review:

- (a) Customer Agreement - True copy of the final vehicle purchase agreement/bill of sale to be signed by the purchaser;
- (b) Repair Invoice – Invoice billed to the Manager for the authorized reconditioning and repairs, to the extent it has not already been delivered;
- (c) Commission Invoice – Invoice billed to the Manager for the Dealer's commission contemplated below in Section 9.2;

- (d) Backup - supporting documentation of the authorized reconditioning and repairs to verify work completed;
- (e) Copy of the applicable jurisdictional safety certificate; and
- (f) Manager Agreement – copy of the vehicle purchase agreement/bill of sale to be signed by the Manager to transfer title of the Vehicle to the Dealer, in the form attached hereto as Schedule 2. The purchase price in the Vehicle purchase agreement will show the final selling price to the Dealer (which will be paid in accordance with Section 10.3) (the “**Manager Sale Agreement**”).

(collectively, the “**Reconciliation Documents**”).

- 9.2 The Dealer’s commission with respect to the sale of a Vehicle through retail channels is calculated at 7 percent of the sale price of the Vehicle (exclusive of Sales Taxes), less approved reconditioning expenses. For example, if the Vehicle was sold through retail channels for \$120,000 after incurring \$10,000 in authorized reconditioning expenses, then the Dealer’s commission would be 7% x (120,000 - \$10,000) = 7,700.
- 9.3 The Dealer’s commission with respect to the sale of a Vehicle through wholesale channels shall be \$500 per Vehicle.
- 9.4 The Manager shall pay the Dealer’s commission from the Proceeds pursuant to Section 10.3 below.
- 9.5 The Manager shall be entitled to deduct and withhold from any consideration or other amount payable or otherwise deliverable to the Dealer such amounts as the Manager may be required to deduct and withhold therefrom under any provision of applicable laws in respect of taxes. To the extent that such amounts are so deducted, withheld and remitted to the appropriate governmental entity, such amounts shall be treated for all purposes under this Agreement as having been paid to the person to whom such amounts would otherwise have been paid.
- 9.6 Except as provided in this Agreement, the Dealer shall be responsible for all costs and expenses necessary with respect to the remarketing of the Vehicle unless otherwise agreed by the Manager.
- 9.7 The Dealer shall conduct all of its business relating to the processing of the Vehicles in the Dealer’s name and at the Dealer’s cost and expense, and nothing herein shall authorize or empower the Dealer to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of the Manager, or to bind the Manager in any manner, or to make any representation, warranty, or commitment on

behalf of the Manager, this Agreement being limited solely to the consignment of the Vehicles.

## **ARTICLE 10** **PAYMENT AND CLOSURE OF SALE**

- 10.1 Upon receipt of the Reconciliation Documents, in form and substance satisfactory to the Manager, in its sole discretion, the Manager shall execute the Manager Sale Agreement and return it to the Dealer.
- 10.2 Upon receipt of the Manager Sale Agreement from the Manager, the Dealer shall close the sale of the Vehicle to its customer and deliver to the Manager: (a) a copy of the fully executed Customer Agreement; and (b) the Manager Proceeds (as defined below) in accordance with Section 10.3.
- 10.3 Notwithstanding anything else in this Agreement, express or implied, upon the sale of a Vehicle from the Dealer to its customer, the Dealer shall wire the sale proceeds from the sale of the Vehicle, including any applicable Sales Taxes payable on such sale proceeds (the “**Proceeds**”), directly to a bank account designated by the Manager and provided to the Dealer, provided that the Dealer shall be entitled to deduct from the Proceeds and retain, any amount owing to the Dealer pursuant to Sections 9.1(b) and 9.1(c), including applicable Sales Taxes payable thereon (the amount wired to the Manager net of such deduction, the “**Manager Proceeds**”).
- 10.4 Upon receipt of the Manager Proceeds, the Manager shall deliver title to the Vehicle to the Dealer and the Dealer shall deliver title to the Vehicle to its customer. The closing of the sale of the Vehicle from the Manager to the Dealer, and from the Dealer to its customer, shall occur concurrently.
- 10.5 Notwithstanding anything to the contrary in this Agreement:
  - (a) all amounts payable by a Party under this Agreement are exclusive of any applicable Sales Taxes which shall be paid by that Party in addition to such amounts;
  - (b) all Sales Taxes payable by any Party under this Agreement shall be collected by the relevant Party, who shall remit such Sales Tax directly to the applicable governmental authority in accordance with applicable law;
  - (c) notwithstanding any other provision of this Agreement, in the event that, as a result of a breach, modification or termination of this Agreement at any time, an amount is to be paid or forfeited (otherwise than as consideration for a supply under this Agreement) by a particular Party, or a debt or other obligation is to be reduced or extinguished without payment by the Party on account of the debt or obligation and section 182 of the *Excise Tax Act* (Canada), or any Sales Tax legislation applies to the amount to be paid, forfeited, reduced or extinguished, as the case may be, the amount shall be increased to equal the quotient of the amount otherwise paid, forfeited or extinguished, or the amount by which the debt or

obligation was reduced, as the case may be, divided by the difference between 100% and the aggregate percentage rate of the GST/HST and any other applicable Sales Tax;

- (d) the Parties agree that, as between the Dealer and the Manager, the Dealer shall be solely liable for, and as a separate and independent covenant, the Dealer shall indemnify, defend and save harmless the Manager from any Sales tax, or any penalty, interest or other amounts with respect thereto, which may be payable by or assessed against the Manager under the *Excise Tax Act* (Canada) or other Sales Tax legislation in respect of any supplies made by the Manager to the Dealer hereunder (including any costs incurred by the Manager in collecting such amount from the Dealer). The indemnity in this Article 10.5(d) shall not apply to Sales Tax that is paid by the Dealer to the Manager in accordance with invoices delivered by the Manager to the Dealer under this Agreement but is not remitted by the Manager to the applicable governmental authority in accordance with applicable law, or to any penalty, interest or other amounts with respect thereto;
- (e) the Dealer shall be responsible for, and shall, collect, report and remit any Sales Taxes payable in respect of the supply of the Vehicle from the Dealer to the customer, if applicable; and
- (f) to the extent that a Sales Tax exemption, election or other relief is available to either party with respect to a transaction or payment contemplated in this Agreement that relieves one party from the payment of Sales Taxes (a “**Sales Tax Exemption**”), the party claiming the Sales Tax Exemption shall deliver to the other party a certificate of exemption or such other document as required under applicable laws and take such steps as may be provided for under applicable laws to obtain the Sales Tax Exemption.

10.6 Pursuant to the Sale Approval Order, the Dealer will take the Vehicle free and clear of Encumbrances of any and every kind whatsoever; provided that all Encumbrances of which the Vehicle is sold free and clear shall attach to the Manager Proceeds of the applicable sale. For the avoidance of doubt, the Manager and the Administrative Agent, as applicable, agree to discharge any Encumbrances in favour of the Manager or the Administrative Agent that are registered against such Vehicle; provided further, however, that prior to entry of the Sale Approval Order, the Manager may transfer Vehicles to the Dealer pursuant to the Syndicate Collateral Management Order and subject to any limitations set out therein.

10.7 The Dealer is responsible for all credit risks regarding, and for collecting payment for, all Vehicles sold by the Dealer to each customer. After execution of the Manager Sale Agreement, the inability of the Dealer to close the sale of a Vehicle with a customer or to collect payment from a customer, for any reason, shall not affect the Dealer’s obligation to pay the Manager for any Vehicles sold by the Manager to the Dealer, unless the

Dealer's inability to close the sale results from a breach of this Agreement by the Manager.

10.8 Notwithstanding anything herein to the contrary, the Manager agrees that the Dealer may rescind a sale of a Vehicle for any reason subsequent to notifying the Manager of the sale but prior to completion of the sale.

## **ARTICLE 11 PERMITTED USE AND INSURANCE**

11.1 Except for the display of the Vehicles for sale at the Dealer's Premises, temporarily relocating the Vehicles to external vendors for approved reconditioning, and for the temporary test driving of the Vehicles by prospective purchasers, the Vehicles may not be used, rented, or lent for any purpose whatsoever. In addition, an employee of the Dealer must accompany any prospective purchaser during the temporary test driving of any Vehicle.

11.2 Subject to Section 1.4, the Manager shall bear all risk of loss to the Vehicles at all times, including, without limitation, while the Vehicles are in the care, custody or control of Dealer, or in transit to and from Dealer's premises. The Manager shall maintain, at its sole expense, insurance on the Vehicles for the full replacement value against any and all loss, damage, theft, injury, disappearance or destruction by any cause whatsoever, which insurance shall cover a waiver of subrogation in favour of Dealer.

## **ARTICLE 12 TERMINATION**

12.1 This Agreement may be terminated by either party for any reason upon sixty (60) days' notice in writing to the other party, *provided however*, that if the Sale Approval Order is sought by the Manager and not granted by the Court, or the Manager determines, in its sole discretion, not to seek Court approval of the Sale Approval Order, either party may terminate this Agreement effective upon written notice to the other party.

12.2 This Agreement shall automatically terminate forthwith and without prior notice to the Dealer if the Dealer: (i) becomes insolvent, fails to pay its debts generally as they become due or otherwise acknowledges its insolvency, seeks creditor protection under any insolvency laws or corporate arrangement statutes, or upon the appointment of a trustee, receiver or receiver/manager of the business or assets of the Dealer, or the seizure of any of the assets of the Dealer by or on behalf of any creditor of the Dealer; or (ii) the Dealer is in breach of any terms of this Agreement and has failed to rectify the breach within 15 days notice from the Manager.

12.3 This Agreement shall automatically terminate forthwith and without prior notice to the Manager if: (i) the Manager is in breach of any terms of this Agreement, and has failed to

rectify the breach within 15 days notice from the Dealer; or (ii) a court orders cancellation of this Agreement.

12.4 The Vehicles remaining unsold at the termination of the Agreement shall be returned to the Manager within a reasonable period of time to a reasonable location designated by the Manager. In the case of termination under Section 12.1, the cost of returning the Vehicles to the Manager shall be borne by the party that terminated the Agreement. In the case of termination under Section 12.2, the cost of returning the Vehicles to the Manager shall be borne by the Dealer and the Dealer shall not be entitled to charge Transport Fees. In the case of termination under Section 12.3, the cost of returning the Vehicles to the Manager shall be borne by the Manager and the Dealer shall be entitled to charge the Manager the Transport Fees.

## **ARTICLE 13** **REPRESENTATIONS AND WARRANTIES**

13.1 Dealer represents and warrants to the Manager that:

- (a) it is a corporation duly incorporated and validly existing in the jurisdiction of its incorporation;
- (b) it is duly licensed or registered to carry on business in every jurisdiction in which such license or registration is required for purposes of this Agreement;
- (c) it has the right, corporate power, and capacity to enter into this Agreement, and to perform its obligations under this Agreement;
- (d) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Dealer;
- (e) this Agreement will constitute a legal, valid, and binding obligation of the Dealer, enforceable against the Dealer in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, or similar laws related to or affecting creditors' rights generally or the effect of general principles of equity;
- (f) it is in compliance with all applicable laws relating to this Agreement and the operation of its business;
- (g) it is not insolvent and is paying all of its debts as they become due;
- (h) all financial information that it has provided to the Manager is true and accurate and fairly represents the Dealer's financial condition;
- (i) it is and will continue to be registered for GST/HST purposes under Subdivision (d) of Division V of Part IX of the *Excise Tax Act* (Canada), as amended from time to time, and its GST/HST registration number is [●]; and

(j) it is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada).

## **ARTICLE 14** **LIMITATION OF LIABILITY OF MANAGER**

14.1 Except to the extent finally determined by a court of competent jurisdiction to have resulted from its own wilful misconduct, negligence or fraudulent behaviour or a breach of this Agreement, including the obligations to deliver title upon a sale or pay any sums to Dealer owing hereunder, in no event shall A&M have any liability relating to this Agreement to the Dealer, and its respective successors and assigns. In no event shall A&M's affiliates and A&M's and its affiliates' respective members, managers, shareholders, representatives, agents, independent contractors or employees, be liable to the Dealer, or any other party as a result of the execution and delivery of this Agreement or the provision of any services hereunder, or other matters relating to or arising from this Agreement, whether a claim be in tort, contract or otherwise, unless caused by wilful misconduct, negligence or fraudulent behaviour.

## **ARTICLE 15** **GENERAL**

15.1 This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada as applicable therein.

15.2 All statements and references to “\$” or “dollars” are references to the lawful money of Canada, unless specifically stated otherwise.

15.3 The Dealer is obliged to adhere to all laws and regulations applicable to both the Dealer and the Dealer's commercial relationship with the Manager. For further clarity, within the framework of Dealer's commercial dealings with the Manager, the Dealer is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of the Dealer, persons employed by the Dealer or other third parties. In the event of violation of the above specifically cited breaches, the Manager has the right to immediately terminate this Agreement.

15.4 This Agreement contains the entire understanding of, and supersedes all prior or contemporaneous agreements not specifically referred to herein among, the parties with respect to the subject matter hereof. No modification, amendment, or waiver of any provision of, or consent required by, this Agreement, nor any consent to any departure herefrom, shall be effective unless it is in writing and signed by authorized officers of the parties hereto. Such modification, amendment, waiver, or consent shall be effective only in the specific instance and for the purpose for which given.

15.5 All notices, requests, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or when delivered by email or courier to the parties at their addresses set forth below or to such other addresses as the parties may designate by written notice to the other parties in

accordance with this section. If such notice, demand, or other communication is served personally or by email, it shall be conclusively deemed made at the time of such service. If such notice, demand, or other communication is given by courier, it shall be conclusively deemed given seventy-two (72) hours after the date such notice was sent to the parties to whom such notice, demand, or other communication is to be given.

If such notice is delivered to Manager:

Alvarez & Marsal Canada Inc.  
Royal Bank Plaza, South Tower  
Suite 3501, P.O. Box 22  
Toronto, Ontario  
M5J 1K8  
Attention: Douglas R. McIntosh, Managing Director  
Email: [dmcintosh@alvarezandmarsal.com](mailto:dmcintosh@alvarezandmarsal.com)

If such notice is delivered to the Dealer:

[●]

- 15.6 The Dealer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Manager, which consent shall not be unreasonably withheld. Any purported assignment or delegation in violation of this Section 15.6 is null and void. No permitted assignment or delegation relieves the Dealer of any of its obligations under this Agreement. The Manager may assign any of its rights or delegate any of its obligations without the consent of the Dealer.
- 15.7 Notwithstanding anything to the contrary contained in this Agreement, if either Party is bona fide delayed or hindered in or prevented from the performance of an obligation under this Agreement by reason of Force Majeure, then performance of the obligation is excused for the period of the delay and the party so delayed shall be entitled to perform such obligation within the appropriate time period after the expiration of the period of such delay. For the purposes of this section, "Force Majeure" means any event beyond the reasonable control, and without the fault or negligence, of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, labour difficulty (whether or not involving employees of the party concerned), embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, pandemic declaration, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is

outside a Party's control. Nothing herein shall excuse the Dealer or Manager from the prompt payment of any sum due hereunder.

- 15.8 This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement and all of which shall constitute one agreement. All counterparts shall be construed together and shall constitute one and the same agreement. This Agreement, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and PDF transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof personally delivered.
- 15.9 Each of the parties hereto shall, upon the reasonable written request of any other party, execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its duties and obligations hereunder and to carry out the intent of the parties hereto.
- 15.10 The parties to this Agreement confirm that it is their express wish that this Agreement be drawn up in the English language only. Les parties aux presentes confirment que c'est leur volonte expresse que le present contrat soient rediges en anglais seulement.

*(Signature page to follow)*

By execution hereof, the Dealer signifies its agreement to be bound by the terms and conditions outlined above.

**ALVAREZ & MARSAL CANADA INC.,**  
solely in its capacity as Court-appointed  
manager of certain of the assets, undertakings  
and properties of the Pride Entities, and not in  
its personal or corporate capacity

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

[●]

Per: \_\_\_\_\_

Name:

Title:

*I have authority to bind the corporation*

## SCHEDULE 1 PRIDE ENTITIES

### A. APPLICANTS

#### **Operating Entities**

##### *Canadian Operating Entities*

- PRIDE TRUCK SALES LTD.
- TPINE TRUCK RENTAL INC.
- PRIDE GROUP LOGISTICS LTD.
- PRIDE GROUP LOGISTICS INTERNATIONAL LTD.
- TPINE LEASING CAPITAL CORPORATION
- DIXIE TRUCK PARTS INC.
- PRIDE FLEET SOLUTIONS INC.
- TPINE FINANCIAL SERVICES INC.
- PRIDE GROUP EV SALES LTD.

##### *U.S. Operating Entities*

- TPINE RENTAL USA, INC.
- PRIDE GROUP LOGISTICS USA, CO.
- ARNOLD TRANSPORTATION SERVICES, INC.
- DIXIE TRUCK PARTS INC.
- TPINE FINANCIAL SERVICES CORP.
- PARKER TRANSPORT CO.
- PRIDE FLEET SOLUTIONS USA INC.

#### **Real Estate Holding Companies**

##### *Canadian Real Estate Holding Companies*

- 2029909 ONTARIO INC.
- 2076401 ONTARIO INC.
- 1450 MEYERSIDE HOLDING INC.
- 933 HELENA HOLDINGS INC.
- 30530 MATSQUI ABBOTSFORD HOLDING INC.
- 2863283 ONTARIO INC.
- 2837229 ONTARIO INC.
- 2108184 ALBERTA LTD.
- 12944154 CANADA INC.
- 13184633 CANADA INC.
- 13761983 CANADA INC.
- 102098416 SASKATCHEWAN LTD.
- 177A STREET SURREY HOLDING INC.

- 52 STREET EDMONTON HOLDING INC.
- 84 ST SE CALGARY HOLDINGS INC.
- 68TH STREET SASKATOON HOLDING INC.
- 3000 PITFIELD HOLDING INC.

*U.S. Real Estate Holding Companies*

- PGED HOLDING, CORP.
- HIGH PRAIRIE TEXAS HOLDING CORP.
- 131 INDUSTRIAL BLVD HOLDING CORP.
- 59TH AVE PHOENIX HOLDING CORP.
- DI MILLER DRIVE BAKERSFIELD HOLDING CORP.
- FRONTAGE ROAD HOLDING CORP.
- ALEXIS INVESTMENTS, LLC
- TERNES DRIVE HOLDING CORP.
- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
- TERMINAL ROAD HOLDING, CORP.
- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
- 11670 INTERSTATE HOLDING, CORP.
- 401 SOUTH MERIDIAN OKC HOLDING CORP.
- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
- 87TH AVENUE MEDLEY FL HOLDING CORP.
- LOOP 820 FORT WORTH HOLDING CORP.
- 162 ROUTE ROAD TROY HOLDING CORP.
- CRESCENTVILLE ROAD CINCINNATI HOLDING CORP,
- MANHEIM ROAD HOLDING CORP.
- 13TH STREET POMPANO BEACH FL HOLDING CORP.
- EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.
- CORRINGTON MISSOURI HOLDING CORP.
- 963 SWEETWATER HOLDING CORP.
- OAKMONT DRIVE IN HOLDING CORP.

**Other Holding Companies**

*Other Canadian Holding Companies*

- 2692293 ONTARIO LTD.
- 2043002 ONTARIO INC.
- PRIDE GROUP HOLDINGS INC.
- 2554193 ONTARIO INC.
- 2554194 ONTARIO INC.

- PRIDE GROUP REAL ESTATE HOLDINGS INC.
- 1000089137 ONTARIO INC.

*Other U.S. Holding Companies*

- COASTLINE HOLDINGS, CORP.
- PARKER GLOBAL ENTERPRISES, INC.
- DVP HOLDINGS, CORP.

**B. LIMITED PARTNERSHIPS**

*U.S. Limited Partnerships*

- PRIDE TRUCK SALES L.P.
- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

**C. ADDITIONAL STAY PARTIES**

*Canadian Additional Stay Parties*

- BLOCK 6 HOLDING INC.
- 2500819 ONTARIO INC.

*U.S. and Other Additional Stay Parties*

- PERGOLA HOLDINGS, CORP.
- PRIDE GLOBAL INSURANCE COMPANY LTD.

**SCHEDULE 2**  
**FORM OF BILL OF SALE**

**THIS BILL OF SALE** is made as of [●], 202[●].

**AMONG:**

**ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as Court-appointed manager of certain of the assets, undertakings and properties of the Pride Entities, and not in its personal or corporate capacity (the “**Transferor**”)

**AND:**

[●](the “**Transferee**”)

**WHEREAS** the Transferor and Transferee entered into a remarketing program – dealer agreement dated October [●], 2024 (the “**Remarketing Agreement**”), pursuant to which the Transferee agreed to remarket the vehicle or vehicles identified on Schedule “A” hereto (the “**Vehicles**”) with effect as of the date set out above;

**WHEREAS** the Transferee has entered into a binding agreement of purchase and sale with a third party purchaser (the “**Purchaser**”) with respect to the Vehicles;

**WHEREAS** in order for title to the Vehicles to be transferred to the Purchaser, the Transferor wishes to sell, assign, transfer, convey and deliver the Vehicles to the Transferee, and the Transferee wishes to purchase, acquire and accept the transfer and conveyance of the Vehicles;

**NOW THEREFORE THIS BILL OF SALE WITNESSES THAT**, in consideration of the premises and mutual agreements contained herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party):

1. This Bill of Sale is made pursuant to and subject to the provisions of the Remarketing Agreement and, in the event of any conflict or inconsistency between the terms and conditions of the Remarketing Agreement and the terms and conditions hereof, the terms and conditions of the Remarketing Agreement shall prevail.
2. The representations, warranties, terms, conditions, covenants, limitations and indemnities relating to the Vehicles in the Remarketing Agreement apply to this Bill of Sale, *mutatis mutandis*.
3. The Transferor hereby sells, assigns, transfers, conveys and delivers to the Transferee, and the Transferee purchases, acquires and accepts from the Transferor, all of the Transferor’s rights, titles and interests in and to each of the Vehicles, free and clear of all encumbrances.
4. Each of the parties shall, from time to time, execute and deliver such further documents, transfers, assignments, assurances and instruments and do such further acts and things as may be reasonably required for the better carrying out of the provisions and intent of this Bill of Sale, including, without limitation, executing and delivering separate assignments and/or transfer documents (including vehicle transfer/tax forms, if applicable) of the Vehicles which are required as a condition of consent or approval in connection with the sale, conveyance or assignment of any of the Vehicles to the Transferee.

5. This Bill of Sale will enure to the benefit of and be binding upon the heirs, executors, administrators, successors and permitted assigns, as the case may be, of each of the Parties hereto.
6. This Bill of Sale shall be governed by and interpreted and enforced in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.
7. This Bill of Sale may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. An executed copy of this Bill of Sale by email (in “pdf” format) shall be considered valid, binding and effective upon the undersigned.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Bill of Sale with effect as of the date first above written.

**TRANSFEROR**

**ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as Court-appointed manager of certain of the assets, undertakings and properties of the Pride Entities, and not in its personal or corporate capacity

By: \_\_\_\_\_

Name:

Title: Authorized Signatory

**TRANSFeree**

By: \_\_\_\_\_

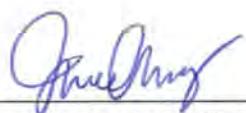
Name:

Title: Authorized Signatory

**SCHEDULE A**

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>VIN</b>	<b>Licence Plate Number</b>

This is **Exhibit 'C'** referred to in the Third Affidavit of Brad D. Newton sworn before me  
this 16th day of October, 2024



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*Commissioner for Taking Affidavits (or as may be)*

Yun Ji Chung (LSO # 90012D)

## SALE & AUCTION AGREEMENT

This Sale and Auction Agreement, dated as of \_\_\_\_\_, 2024 (together with any Schedules, Exhibits and attachments hereto, collectively, the “**Agreement**”), is made by and between [●] (the “**Consultant**”) and Alvarez & Marsal Canada Inc. solely in its capacity as collateral manager (the “**Collateral Manager**”) appointed by the Ontario Superior Court of Justice (Ontario) (the “**CCAA Court**”) in the *Companies’ Creditors Arrangement Act* proceedings (the “**CCAA Proceedings**”) of Pride Group Holdings Inc. and those entities and limited partnerships listed in **Exhibit A** hereto (collectively the “**Pride Entities**”).

### WITNESSETH:

**WHEREAS**, the Pride Entities formerly operated a truck and trailer dealership and is in the process of winding-down its dealership operations in the CCAA Proceedings;

**WHEREAS**, the Collateral Manager was appointed by the CCAA Court with the power to realize upon certain of the Pride Entities’ property in which a syndicate of lenders represented by Royal Bank of Canada as administrative agent hold or assert a security interest, which collateral includes those trucks, trailers and other property identified in **Exhibit B** (such trucks, trailers and other property are hereinafter referred to as the “**Assets**”) pursuant to an order of the CCAA Court dated October [●], 2024 (the “**Collateral Management Order**”);

**WHEREAS**, the Collateral Management Order was recognized and given force and effect in the United States by an order of the United States Bankruptcy Court for the District of Delaware (the “**U.S. Bankruptcy Court**”) dated October [●], 2024;

**WHEREAS**, the Collateral Manager desires to retain Consultant to provide consulting services to the Collateral Manager with respect to the disposition of the Assets; and

**WHEREAS**, Consultant is willing to serve as the Collateral Manager’s consultant, for the purpose of providing such consulting services, upon the terms and conditions and in the manner set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. DEFINITIONS

For the purposes of this Agreement, the terms listed below shall have the respective meanings indicated:

- 1.1     **“Approval Order”** shall mean one or more orders of the Court in form and substance reasonably acceptable to Collateral Manager and Consultant (1) authorizing Collateral Manager to (a) retain Consultant on the terms set forth herein, (b) pay Consultant its compensation and reimburse its Sale Expenses on the terms set forth herein without further order of the Court, (c) enter into and consummate the

transactions set forth herein, (2) directing that the Assets shall vest in the name of the purchaser/s of the Assets, free and clear of all claims against the Assets, (3) authorizing the Manager to execute a bill of sale where no title documents are available and (4) otherwise giving effect to the provisions of this Agreement.

1.2     **“Approval Recognition Order”** means an order of the U.S. Bankruptcy Court giving full force and effect to the Approval Order in the United States and granting such other relief as may be required to effect the transactions described in the Approval Order.

1.3     **“Auction”** shall mean an auction of the Assets to occur online and which the Consultant anticipates will occur on or about \_\_\_\_\_, 2024;

1.4     **“Auctioneer”** shall mean any auctioneer of said auction.

1.5     **“Completion Date”** shall be a date no later than [●] unless extended pursuant to mutual agreement between Consultant and Collateral Manager.

1.6     **“Event of Default”** shall have the meaning given to it in section 11.1 of this Agreement.

1.7     **“Facility”** means a commercially suitable location owned or procured by the Consultant capable of storing the Assets between their collection by the Consultant from the Pride Entities until their eventual Sale.

1.8     **“Sale”** shall mean a liquidation sale of all the Assets to be conducted by Consultant on behalf of the Collateral Manager, which may include any combination of a liquidation sale of the Assets prior to the Auction, a sale of substantially all of the Assets, and/or the Auction of the Assets at the Facility or on the internet.

1.9     **“Sale Expenses”** shall mean, with respect to the Sale, all direct operating expenses reasonably incurred in connection with the Sale but does not include the Transportation Costs.

1.10    **“Sale Term”** shall mean the period of time beginning with the execution of this Agreement and ending on the Completion Date.

1.11    **“Sales Taxes”** shall mean goods and services, harmonized sales, sales, retail sales, use, consumption, personal property, customs, excise, stamp, transfer, value added, registration, and other such similar taxes, duties or charges, including, for greater certainty, the goods and services tax/harmonized sales tax (“GST/HST”) exigible pursuant to Part IX of the *Excise Tax Act* (to the extent Canadian law is applicable).

1.12    **“Services”** shall mean the services to be performed by Consultant pursuant to Section 2.2 of this Agreement.

1.13    **“Supervisors”** shall mean the individual(s) that will provide Services at the Facility as set forth in Sections 2.2 and 2.3 of this Agreement.

1.14 “**Transportation Cost**” shall mean an estimated US\$450 to US\$550 per Asset (but in any case, shall not exceed US\$550 without prior written approval from the Collateral Manager) for all work, expenses or disbursements of the Consultant necessary for each Asset’s retrieval from the Pride Entities’ possession, the Asset’s transportation, and the Asset’s storage by the Consultant from collection until Sale.

## 2. RETENTION

- 2.1 Subject to issuance and entry by the CCAA Court of the Approval Order and entry by the U.S. Bankruptcy Court of the Approval Recognition Order, Collateral Manager hereby retains Consultant, and Consultant hereby agrees to serve, as an independent consultant to Collateral Manager in connection with the conduct of the Sale as set forth herein. With respect to the Sale, Consultant shall serve as Collateral Manager’s sole and exclusive consultant relative thereto throughout the Sale Term.
- 2.2 On the terms and conditions set forth herein, commencing after execution of this Agreement and satisfaction of the conditions precedent hereunder, Consultant shall provide Collateral Manager with the following Services with respect to the conduct of the Sale:
  - (a) coordinate and effect the retrieval of the Assets from the facilities of the Pride Entities and delivery of same to the Facility upon two business days’ notice by the Collateral Manager to the Consultant provided that notice is to be given at different times for different locations;
  - (b) oversee the liquidation and disposal of the Assets from the Facility as further described below;
  - (c) determine and implement commercially reasonable advertising (including brochures, web site listings and email notices) to sell the Assets during the Sale Term;
  - (d) prepare for the Sale of the Assets, including gathering specifications and photographs for brochures and arranging the Assets in a manner, which in Consultant’s judgment is designed to enhance the net recovery on the Assets;
  - (e) provide and supervise fully qualified and experienced personnel who will prepare for and sell the Assets in accordance with the terms of this Agreement;
  - (f) sell the Assets for cash or other immediately available funds on an “AS IS,” “WHERE IS” and “all Sales are final” basis and in accordance with the terms of this Agreement, provided that, (A) when sold during the Sale Term but not by way of Auction, the Consultant will first seek the consent of the Collateral Manager prior to finalizing any Sales, and (B) when sold under an Auction, the Consultant will sell to the highest bidder(s);

- (g) charge and collect on behalf of Collateral Manager from all purchasers any purchase price together with all applicable Sales Taxes in connection therewith;
- (h) provide such other related service deemed necessary or prudent by Collateral Manager and Consultant under the circumstances presented;
- (i) provide and process all reporting forms, certificates, reports and other documentation arising in connection with the payment of applicable Sales Taxes and as specified in section 7.6 of this Agreement; and
- (j) provide Collateral Manager with reporting and reconciliation of accounting information in form reasonably acceptable to Collateral Manager as set forth herein.

2.3 In connection with the Sale, Consultant shall directly retain and engage one or more Supervisors. The Supervisors may be employees of Consultant or independent contractors engaged as agents of Consultant, and are not and shall not be deemed to be employees of Pride Entities or Collateral Manager in any manner whatsoever. In consideration of Consultant's engagement of the Supervisors, Sale Expenses shall include the Supervisors' compensation and expenses.

2.4 All Sales of Assets shall be made by Consultant as agent in fact for Collateral Manager. Title to the Assets shall remain with the Pride Entities or the Collateral Manager, as applicable, throughout the Sale Term. Title will only be transferred to a purchaser upon receipt by the Collateral Manager of the Sale proceeds in the Sale Proceeds Account.

2.5 Subject to this Agreement, Consultant shall be the sole party authorized to sell the Assets. The Assets will be sold in such lots as Consultant may determine.

2.6 Consultant is authorized to accept any reasonable means as payment for the Assets sold provided it is in immediately available funds.

2.7 Consultant shall sell the Assets "as is", without any representations of any kind or nature whatsoever, including as to merchantability or fitness, and without warranty or agreement as to the condition of such Assets. The Collateral Manager acknowledges that Consultant is acting solely in the capacity of Consultant for the Collateral Manager and has no knowledge with respect to the fitness or usability of any of the Assets. Consultant will not use, alter or repair any of the Assets for any particular purpose or otherwise.

### **3. EXPENSES**

3.1 Sale Expenses and Transportation Costs shall be subtracted from the proceeds of Sale as set forth in Section 4 hereof. To the extent that Sale Expenses or Transportation Costs must be paid in advance of receipt of proceeds of the Sale, subject to satisfaction of the conditions precedent hereunder, Consultant shall be responsible

for the payment of such Sale Expenses or Transportation Costs subject to recovery as provided in Section 4.3 below.

#### **4. CONSULTANT'S FEES**

- 4.1 Consultant shall take no commission from any disposal of the Assets.
- 4.2 Consultant shall be entitled to reimbursement of Sale Expenses incurred, not to exceed US\$48,000.
- 4.3 All proceeds of the Sale shall be deposited in a segregated Sale proceeds account (the "**Sale Proceeds Account**"). Consultant will provide Collateral Manager with a written weekly report outlining an itemized summary of all of that week's incoming funds, including receipts from Sales of the Assets and outgoing funds, including drawings for Sale Expenses and Transportation Costs.
- 4.4 Consultant shall be entitled to charge, and retain for its own account, a buyer's premium to all purchasers of 10% until the aggregate value of Assets sold by Consultant reaches US\$3,000,000 and thereafter, Consultant shall charge a buyer's premium to all purchasers of 10%, to be allocated between Consultant and the Collateral Manager on a 70:30 basis. In the event Assets are sold at Auction, the Consultant shall be entitled to charge and retain for its own account up to 2% of the value of any Sale for the provider of the online auction software in addition to the 10% buyer's premium. Any such buyer's premium or online auction software amount collected shall not be considered proceeds of any Sale made hereunder.
- 4.5 The Collateral Manager shall be entitled to deduct and withhold from any consideration or other amount payable or otherwise deliverable to any person hereunder such amounts as the Collateral Manager may be required to deduct and withhold therefrom under any provision of applicable laws in respect of taxes. To the extent that such amounts are so deducted, withheld and remitted to the appropriate governmental entity, such amounts shall be treated for all purposes under this Agreement as having been paid to the person to whom such amounts would otherwise have been paid.
- 4.6 Notwithstanding anything to the contrary in this Agreement:
  - (a) all amounts payable by the Collateral Manager to the Consultant under this Agreement are exclusive of any applicable Sales Taxes which shall be payable in addition to such amounts;
  - (b) all Sales Taxes payable by the Collateral Manager to the Consultant under this Agreement shall be collected by the Consultant, who shall remit such Sales Tax directly to the applicable governmental authority in accordance with applicable law;
  - (c) any applicable Sales Tax shall be set forth in the relevant invoice or other document prepared by the Party responsible for charging such Sales Tax;

- (d) notwithstanding any other provision of this Agreement, in the event that, as a result of a breach, modification or termination of this Agreement at any time, an amount is to be paid or forfeited (otherwise than as consideration for a supply under this Agreement) by a particular Party, or a debt or other obligation is to be reduced or extinguished without payment by the Party on account of the debt or obligation and section 182 of the *Excise Tax Act* (Canada, if applicable), or any Sales Tax legislation applies to the amount to be paid, forfeited, reduced or extinguished, as the case may be, the amount shall be increased to equal the quotient of the amount otherwise paid, forfeited or extinguished, or the amount by which the debt or obligation was reduced, as the case may be, divided by the difference between 100% and the aggregate percentage rate of the GST/HST and any other applicable Sales Tax;
- (e) the Parties agree that, as between the Consultant and the Collateral Manager, the Consultant shall be solely liable for, and as a separate and independent covenant, the Consultant shall indemnify, defend and save harmless the Collateral Manager from any Sales Tax, or any penalty, interest or other amounts with respect thereto, which may be payable by or assessed against the Collateral Manager under the *Excise Tax Act* (Canada, if applicable) or other Sales Tax legislation in respect of any supplies made by the Collateral Manager hereunder (including any costs incurred by the Collateral Manager in collecting such amount from the Consultant). The indemnity in this Article 4.6(e) shall not apply to Sales Tax that is paid by the Consultant or buyer to the Collateral Manager in accordance with invoices delivered under this Agreement but is not remitted by the Collateral Manager to the applicable governmental authority in accordance with applicable law, or to any penalty, interest or other amounts with respect thereto;
- (f) the Parties agree to cooperate in good faith with respect to Sales Tax matters, addressing any queries or audit activity by the Canada Revenue Agency or other governmental authority, and the recovery of any Sales Tax paid in error;
- (g) the Consultant shall be responsible for, and shall, collect, report and remit any Sales Taxes payable in respect of any charges payable by the buyer to the Consultant, if applicable;
- (h) to the extent that a Sales Tax exemption or other relief is available to either party with respect to a transaction or payment contemplated in this Agreement that relieves one party from the payment of Sales Taxes (a “**Sales Tax Exemption**”), the party claiming the Sales Tax Exemption shall deliver to the other party a certificate of exemption or such other document as required under applicable laws and take such steps as may be provided for under applicable laws to obtain the Sales Tax Exemption.

## **5. REPRESENTATIONS AND WARRANTIES OF CONSULTANT**

5.1 Consultant hereby represents, warrants and covenants in favor of Collateral Manager as follows:

- (a) Consultant has taken all necessary action required to authorize the execution, performance and delivery of this Agreement, and to consummate the transactions contemplated hereby;
- (b) This Agreement is a valid binding obligation of Consultant enforceable in accordance with its terms;
- (c) Consultant holds all permits and licenses required to perform its obligations under this Agreement; and
- (d) To the best of Consultant's knowledge, no action or proceeding has been instituted or threatened affecting the consummation of this Agreement or the transactions contemplated herein.

The representations, warranties and covenants of Consultant set forth in this Agreement will survive termination of this Agreement and completion of the transactions (including Sales) contemplated herein.

## **6. REPRESENTATIONS AND WARRANTIES OF COLLATERAL MANAGER**

6.1 Collateral Manager hereby represents, warrants and covenants in favor of Consultant that, subject to the issuance and entry by the CCAA Court of the Approval Order and the entry by the U.S. Bankruptcy Court of the Approval Recognition Order, Collateral Manager has good and sufficient power and authority to enter into this Agreement and to complete the transactions contemplated by this Agreement.

## **7. AFFIRMATIVE DUTIES OF CONSULTANT**

7.1 Consultant shall reimburse, indemnify, defend and hold the Collateral Manager and its officers, directors, agents, and employees, harmless from and against any damage, loss, expense (including reasonable attorneys' fees) or penalty, or any claim or action therefore, by or on behalf of any person, arising out of Consultant's breach of this Agreement, as well as any claims asserted by the Consultant's employees or agents, including the Consultant's employees' or agents' payroll claims (wage claims, claims for taxes required to be withheld from wages, social security, etc.), or unemployment compensation claims.

7.2 On retrieval of the Assets, Consultant shall document the state and condition of the Assets as they were prior to transportation of the Assets to the Facility, and provide the Collateral Manager (within five business days) with a report summarizing the initial inspection. The initial inspection will, amongst other things, (a) verify the existence of the Asset and note any Asset identifiers; (b) detail any defects of the Asset and specify whether the defects may have a minimal or material effect on the

Consultant's expected realization value of the Asset; and (c) give any other information as the Consultant believes may be relevant for the Collateral Manager to know.

- 7.3 Consultant shall be responsible for obtaining, in the name of and with the assistance of the Collateral Manager, any permits or licenses necessary to conduct the Sale.
- 7.4 Consultant shall provide sufficient labor and Supervisors for the set up and conduct of the Auction, including auctioneers, accounting support, and personnel to register bidders.
- 7.5 Consultant shall provide Collateral Manager with an accounting of the Auction within twenty-one days after its completion. With such accounting, Consultant shall also deliver any funds due and payable to the Collateral Manager by wire or check in immediately available funds to \_\_\_\_\_.
- 7.6 Consultant shall prepare all reporting forms, certificates, reports and other documentation required in connection with the payment of applicable Sales Taxes to the appropriate taxing authorities and Consultant shall process all of the foregoing. The Consultant shall pay the same to the appropriate taxing authorities in accordance with applicable law.

## **8. AFFIRMATIVE DUTIES OF COLLATERAL MANAGER**

- 8.1 The Collateral Manager's liability to the Consultant for any expenses incurred in the collection of the Assets, their transportation from the collection point to the Facility, and their storage at the Facility until Sale will be capped at the Transportation Cost.
- 8.2 Subject to the terms of the Approval Order and the Approval Recognition Order, the Collateral Manager shall and hereby agrees to defend, indemnify, and hold harmless Consultant and its agents, employees, principals and Supervisors from any and all known or unknown losses, damages (including without limitation, any personal injury, death or property damage), liabilities, claims, actions (including removal of toxic waste), judgments, penalties and fines, court costs and legal or other expenses which the Consultant may incur as a direct or indirect consequence in whole or in part of: (a) grossly negligent or intentional acts or omissions of Collateral Manager or its agents, employees, representatives and principals in connection with the Sale; and/or (b) the breach by Collateral Manager of any of its representations, warranties or other obligations under this Agreement.
- 8.3 Subject to the terms of the Approval Order and the Approval Recognition Order, and to the extent applicable and available to the Collateral Manager, the Collateral Manager will take all reasonable steps to ensure that the Pride Entities deliver to the Consultant all corresponding certificates of title (clean and ready for endorsement) either upon retrieval by the Consultant or no later than 7 business days before the Auction. The Consultant acknowledges that where the Approval Order entitles the Consultant (acting under the terms of this Agreement) to dispose of the Assets to third parties free and clear of claims, such certificates of title may not be available or

required. If a title is not available, Collateral Manager will provide a notarized bill of sale and lien release document in the form appended to the Approval Order.

## **9. CONDITIONS PRECEDENT**

9.1 The willingness of Consultant and Collateral Manager to enter into the transactions contemplated under this Agreement, are directly conditioned upon the satisfaction of the following conditions at the time or during the time periods indicated, unless specifically waived in writing by the applicable party:

- (a) All representations and warranties of Consultant and Collateral Manager hereunder shall be true and correct in all material respects, and no Event of Default (as defined below) shall have occurred as of the date hereof and as of the date of this Agreement;
- (b) The specific Assets set forth on Exhibit B shall be available for Sale by Consultant and shall, at the time of the Sale, be in the same condition as inspected by Consultant on or after retrieval (as summarized in the report prepared by Consultant in accordance with section 7.2 above); and
- (c) The Approval Order shall have been issued and entered by the CCAA Court and shall not have been stayed, subject to appealed or subject to a pending motion for leave to appeal and the Approval Recognition Order shall have been entered by the U.S. Bankruptcy Court and shall not have been stayed or subject to appeal.

## **10. INSURANCE**

10.1 Consultant will maintain insurance, and will provide to the Collateral Manager proof of insurance, with respect to any public liability which could flow from the Auctioneer's activities, naming the Collateral Manager as beneficiary of such insurance, providing for coverage of not less than US\$2,000,000 per occurrence and otherwise in a form satisfactory to the Collateral Manager acting reasonably. Proceeds received on any insurance claim in respect of any insured Assets that otherwise would have been sold during the Auction shall be deposited into the Sale Proceeds Account.

## **11. DEFAULTS**

11.1 The following shall constitute an "Event of Default" hereunder:

- (a) The failure by Consultant or Collateral Manager to perform any of the respective material obligations hereunder, which failure shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting party; or

- (b) Any representation or warranty made by Collateral Manager or Consultant proves untrue in any material respect as of the date made and throughout the Sale Term.

## 12. MISCELLANEOUS

- 12.1 Any notice or other communication under this Agreement shall be in writing and may be delivered personally, sent by prepaid registered or certified mail, or by electronic mail, addressed as follows:
  - (a) in the case of Consultant:  
[●]
  - (b) in the case of Collateral Manager:  
Alvarez & Marsal Canada Inc. solely in its capacity as Collateral Manager appointed by the CCAA Court in the CCAA Proceedings  
Royal Bank Plaza, South Tower  
200 Bay Street Suite 3501  
Toronto  
Ontario M5J 2J1  
Canada  
Attn: Esther Mann  
Email: Esther.mann@alvarezandmarsal.com
- 12.2 This Agreement shall be governed by and interpreted in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to any conflict of laws provisions.
- 12.3 Consultant's Services involve the orchestration of a sales and marketing effort of the Assets on behalf of Collateral Manager. Consultant is not guaranteeing any result from the Sale, and nothing contained in this Agreement shall be construed as a warranty on the part of Consultant that any result will be achieved as part of the Sale, unless explicitly stated otherwise, herein.
- 12.4 While Consultant takes steps to obtain each buyer's acknowledgment of Collateral Manager's rights to pursue buyers for their failure to fulfill purchase obligations as part of the terms of Sale, Consultant does not guarantee any buyer's performance of its obligations or payment of its purchase price.
- 12.5 Consultant does not warrant that the functions, features or content contained in Consultant's website (including any third party software, products or other materials used in connection with such website) or any third party website used by Consultant, will be timely, secure, uninterrupted or error-free, or that defects will be corrected.
- 12.6 Notwithstanding any of the terms of this Agreement to the contrary, Consultant's maximum liability for (a) any breach of covenants, agreements and/or indemnifications set forth herein, and (b) any and all damages of any type or nature

whatsoever, whether in contract, tort or otherwise, that may be sustained by the Collateral Manager or any other person or entity that arises from or is otherwise related to this Agreement or the Sale shall be limited to the aggregate amounts actually received by Consultant (including amounts received as Sale proceeds) under this Agreement.

- 12.7 The Collateral Manager has entered into and signed this Agreement solely in its capacity as Collateral Manager and neither the Collateral Manager nor its advisors, representatives or agents shall incur any personal liability whatsoever in respect of any of the obligations undertaken by the Consultant, or in respect of any failure on the part of the Consultant to observe, perform or comply with any such obligations; or under or in relation to any associated arrangements or negotiations; or under any documents or assurances made pursuant to or in connection with this Agreement. The Collateral Manager is party to this Agreement solely in its capacity as Collateral Manager for the purpose of engaging the Consultant to sell the Assets. Notwithstanding any of the terms of this Agreement to the contrary, Collateral Manager's maximum liability for (a) any breach of covenants, agreements and/or indemnifications set forth herein, and (b) any and all damages of any type or nature whatsoever, whether in contract, tort or otherwise, that may be sustained by the Consultant or any other person or entity that arises from or is otherwise related to this Agreement or the Sale shall be limited to the aggregate amounts that would be payable to the Consultant under this Agreement.
- 12.8 Consultant has no obligation whatsoever to store, handle, treat, dispose, transport or remove any hazardous substance that may be associated with the Assets and shall have no liability to any party with regard to the removal or remediation of any such hazardous substances.
- 12.9 In the event any term or provision contained within this Agreement shall be deemed illegal or unenforceable, then such offending term or provision shall be considered deleted from this Agreement and the remaining terms shall continue to be in full force and effect.
- 12.10 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings and can only be modified by a writing signed by Collateral Manager and Consultant.
- 12.11 Neither Collateral Manager nor Consultant shall assign this Agreement without the express written consent of the other. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
- 12.12 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts, together, shall constitute one and the same instrument. Delivery by facsimile of this Agreement or an executed counterpart hereof shall be deemed a good and valid execution and delivery hereof or thereof.

12.13 Nothing contained herein shall be deemed to create any relationship between Consultant and Collateral Manager other than an agency relationship. It is stipulated that the parties are not partners or joint venturers.

*[The remainder of this page is left intentionally blank]*

[●]

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ALVAREZ & MARSAL CANADA INC. SOLELY IN  
ITS CAPACITY AS COLLATERAL MANAGER  
APPOINTED BY THE CCAA COURT IN THE CCAA  
PROCEEDINGS**

By: \_\_\_\_\_

Its: \_\_\_\_\_

List of Exhibits

Exhibit A                   —           Pride Entities  
Exhibit B                   —           List of Assets

## EXHIBIT A

### 1. APPLICANTS

#### **Operating Entities**

##### *Canadian Operating Entities*

- PRIDE TRUCK SALES LTD.
- TPINE TRUCK RENTAL INC.
- PRIDE GROUP LOGISTICS LTD.
- PRIDE GROUP LOGISTICS INTERNATIONAL LTD.
- TPINE LEASING CAPITAL CORPORATION
- DIXIE TRUCK PARTS INC.
- PRIDE FLEET SOLUTIONS INC.
- TPINE FINANCIAL SERVICES INC.
- PRIDE GROUP EV SALES LTD.

##### *U.S. Operating Entities*

- TPINE RENTAL USA, INC.
- PRIDE GROUP LOGISTICS USA, CO.
- ARNOLD TRANSPORTATION SERVICES, INC.
- DIXIE TRUCK PARTS INC.
- TPINE FINANCIAL SERVICES CORP.
- PARKER TRANSPORT CO.
- PRIDE FLEET SOLUTIONS USA INC.

#### **Real Estate Holding Companies**

##### *Canadian Real Estate Holding Companies*

- 2029909 ONTARIO INC.
- 2076401 ONTARIO INC.
- 1450 MEYERSIDE HOLDING INC.
- 933 HELENA HOLDINGS INC.
- 30530 MATSQUI ABBOTSFORD HOLDING INC.
- 2863283 ONTARIO INC.
- 2837229 ONTARIO INC.
- 2108184 ALBERTA LTD.
- 12944154 CANADA INC.
- 13184633 CANADA INC.
- 13761983 CANADA INC.
- 102098416 SASKATCHEWAN LTD.
- 177A STREET SURREY HOLDING INC.
- 52 STREET EDMONTON HOLDING INC.
- 84 ST SE CALGARY HOLDINGS INC.
- 68TH STREET SASKATOON HOLDING INC.
- 3000 PITFIELD HOLDING INC.

##### *U.S. Real Estate Holding Companies*

- PGED HOLDING, CORP.

- HIGH PRAIRIE TEXAS HOLDING CORP.
- 131 INDUSTRIAL BLVD HOLDING CORP.
- 59TH AVE PHOENIX HOLDING CORP.
- DI MILLER DRIVE BAKERSFIELD HOLDING CORP.
- FRONTAGE ROAD HOLDING CORP.
- ALEXIS INVESTMENTS, LLC
- TERNES DRIVE HOLDING CORP.
- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
- TERMINAL ROAD HOLDING, CORP.
- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
- 11670 INTERSTATE HOLDING, CORP.
- 401 SOUTH MERIDIAN OKC HOLDING CORP.
- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
- 87TH AVENUE MEDLEY FL HOLDING CORP.
- LOOP 820 FORT WORTH HOLDING CORP.
- 162 ROUTE ROAD TROY HOLDING CORP.
- CRESCENTVILLE ROAD CINCINNATI HOLDING CORP.
- MANHEIM ROAD HOLDING CORP.
- 13TH STREET POMPANO BEACH FL HOLDING CORP.
- EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.
- CORRINGTON MISSOURI HOLDING CORP.
- 963 SWEETWATER HOLDING CORP.
- OAKMONT DRIVE IN HOLDING CORP.

### **Other Holding Companies**

#### *Other Canadian Holding Companies*

- 2692293 ONTARIO LTD.
- 2043002 ONTARIO INC.
- PRIDE GROUP HOLDINGS INC.
- 2554193 ONTARIO INC.
- 2554194 ONTARIO INC.
- PRIDE GROUP REAL ESTATE HOLDINGS INC.
- 1000089137 ONTARIO INC.

#### *Other U.S. Holding Companies*

- COASTLINE HOLDINGS, CORP.
- PARKER GLOBAL ENTERPRISES, INC.
- DVP HOLDINGS, CORP.

## **2. LIMITED PARTNERSHIPS**

#### *U.S. Limited Partnerships*

- PRIDE TRUCK SALES L.P.

- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

### **3. ADDITIONAL STAY PARTIES**

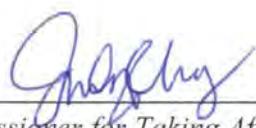
#### *Canadian Additional Stay Parties*

- BLOCK 6 HOLDING INC.
- 2500819 ONTARIO INC.

#### *U.S. and Other Additional Stay Parties*

- PERGOLA HOLDINGS, CORP.
- PRIDE GLOBAL INSURANCE COMPANY LTD.

This is **Exhibit 'D'** referred to in the Third Affidavit of Brad D. Newton sworn before me  
this 16th day of October, 2024

A handwritten signature in blue ink, appearing to read "Yun Ji Chung".

---

*Commissioner for Taking Affidavits (or as may be)*  
Yun Ji Chung (LSO # 90012D)

### **Motor Vehicle Bill of Sale**

I, \_\_\_\_\_ (seller), in consideration of \$\_\_\_\_\_, do hereby sell, transfer and convey to \_\_\_\_\_ (buyer), the following vehicle:

Make:

Model:

Year:

VIN:

Seller warrants to Buyer that Seller has good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever.

I, the undersigned seller, do sell the above-described vehicle to the buyer for the amount shown and certify that all of the information provided in this Bill of Sale is true and accurate to the best of my knowledge.

I, the undersigned buyer, acknowledge receipt of this Bill of Sale and understand there is no guarantee or warranty, expressed or implied, with respect to the above-described property. It is also understood that the above-stated vehicle is sold in "as is" condition.

Seller: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

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 **PRIDE GROUP HOLDINGS INC.** and those Applicants listed on Schedule "A" hereto (each, an "**Applicant**", and collectively, the "**Applicants**")

Court File No.: CV-24-00717340-00CL

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

Proceedings commenced at Toronto, Ontario

**AFFIDAVIT OF BRAD D. NEWTON  
(sworn October 16, 2024)**

**FASKEN MARTINEAU DuMOULIN LLP**  
Bay Adelaide Centre, Suite 2400  
333 Bay Street, Box 20  
Toronto, Ontario M5H 2T6

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Lawyers for Royal Bank of Canada,  
as administrative and DIP agent

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE 17TH
	)	
JUSTICE OSBORNE	)	DAY OF OCTOBER, 2024

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 PRIDE GROUP HOLDINGS INC. and those Applicants listed on Schedule "A" hereto (each, an "Applicant", and collectively, the "Applicants")

### **SYNDICATE COLLATERAL MANAGEMENT ORDER**

THIS MOTION made by Royal Bank of Canada in its capacity as administrative agent (the "Administrative Agent") for and on behalf of itself and the other lenders (the "Syndicate Lenders") party to the Fourth Amended and Restated Credit Agreement dated as of May 10, 2024 among, *inter alia*, the Administrative Agent, the Syndicate Lenders and the Applicants and the limited partnerships listed in Schedule "A" hereto (collectively, the "Pride Entities" and each, a "Pride Entity") for an Order pursuant to Section 11 of the *Companies' Creditors Arrangement Act* appointing Alvarez & Marsal Canada Inc. as manager (in such capacity, the "Manager") without security, of the Management Property (as defined below), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavits of Brad D. Newton sworn August 2, 2024 and October 16, 2024 and the Exhibits thereto and on hearing the submissions of counsel for the Syndicate Lenders, the Pride Entities, the Monitor and such other parties listed on the Participant Information Form, no one else appearing although duly served as appears from the affidavit of service of Julia Chung

sworn October 16, 2024 and on reading the consent of Alvarez & Marsal Canada Inc. to act as the Manager,

## **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion 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 capitalized terms used and not defined in this Order shall have the meaning given to them in the Second Amended and Restated Initial Order of this Court dated May 6, 2024 in these proceedings (the “**Initial Order**”) or the Order (re Wind-Down, Liquidity Contribution Alternative and Turn-Over) of this Court dated October 10, 2024 in these proceedings (the “**Recourse Lender Turn-Over Order**”), as applicable.

## **APPOINTMENT**

3. THIS COURT ORDERS that, pursuant to section 11 of the CCAA, Alvarez & Marsal Canada Inc. is hereby appointed Manager, as an officer of this Court, without security, of the following assets, undertakings, and properties (collectively, the “**Management Property**”) of the Pride Entities and all proceeds thereof:

- (a) all Remaining Assets to be turned-over to the Syndicate Lenders upon payment by the Syndicate Lenders of their Liquidity Contribution pursuant to the Recourse Lender Turn-Over Order (the “**Immediate Turn-Over Assets**”), which Immediate Turn-Over Assets shall include those Remaining Assets identified by vehicle identification number (“VIN”) in Schedule “B” to this Order; and
- (b) such further Remaining Assets as may be turned-over to the Syndicate Lenders from time to time pursuant to the Recourse Lender Turn-Over Order, Entitlement Claims Process Order, or other order of the Court, and in such case, an updated Schedule “B” to this Order shall be posted on the Monitor’s Website.

4. THIS COURT ORDERS that, in the event of a conflict between the terms of this Order and the Initial Order, this Order shall govern. In the event of a conflict between the terms of this Order and the Recourse Lender Turn-Over Order, the Recourse Lender Turn-Over Order shall govern, and this Order is expressly subject to the terms and conditions (including in respect of turn-over of Management Property) as set out in the Recourse Lender Turn-Over Order.

## **MANAGER'S POWERS**

5. THIS COURT ORDERS that, the Manager is hereby empowered and authorized, but not obligated, to act at once in respect of the Management Property and, without in any way limiting the generality of the foregoing, the Manager is hereby expressly empowered and authorized to do any of the following where the Manager considers it necessary or desirable, in each case, with the cost and expense thereof to be paid from the proceeds of Management Property or the Manager's borrowings in accordance with this Order (and such costs and expenses shall not be borne by the Pride Entities):

- (a) to take possession of and exercise control over the Management Property and any and all proceeds, receipts and disbursements arising out of or from the Management Property;
- (b) to receive, preserve, and protect the Management Property, or any part or parts thereof, including, but not limited to, the relocating of Management Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage;
- (c) to engage consultants, servicers, appraisers, brokers, consignees, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Manager's powers and duties in respect of the Management Property, including without limitation those conferred by this Order;

- (d) to engage with the Ministry of Transportation, Service Ontario, and/or any other governmental department, ministry or agency responsible for vehicle title and/or registration in Canada or the United States of America;
- (e) to purchase or lease such machinery, equipment, supplies, premises or other assets to carry out the Manager's powers and duties in respect of the Management Property, including those conferred by this Order;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to any of the Pride Entities under or in connection with the Management Property and to exercise all remedies of any Pride Entity in collecting such monies, including, without limitation, to enforce any leases and security held by any Pride Entity in or constituting Management Property;
- (g) to settle, extend or compromise any indebtedness owing to any Pride Entity solely to the extent directly related to the Management Property, including in connection with the termination and/or buy-out of vehicle, trailer or equipment leases included in the Management Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of titling to any of the Management Property, whether in the Manager's name or in the name and on behalf of any Pride Entity, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings or disputes and to defend all proceedings now pending or hereafter instituted with respect to the Management Property or the Manager, and to settle or compromise any disputes or any other proceedings in respect thereto. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Management Property, including advertising and soliciting offers in respect of the Management Property or any part or parts

thereof and negotiating such terms and conditions of sale as the Manager in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Management Property or any part or parts thereof out of the ordinary course of business without further approval of this Court, and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or similar legislation in other applicable jurisdictions in Canada or the United States of America shall not be required;
- (l) with the assistance of the CRO, the Monitor and the Pride Entities, to engage with the Canada Revenue Agency, the Internal Revenue Service and/or any other governmental department, ministry or tax authorities in Canada or the United States of America and to collect, withhold and remit, as applicable, applicable taxes in the name of the Pride Entities where required;
- (m) to apply for any vesting order or other orders necessary to convey the Management Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Management Property, provided however, that the Manager may rely on the Recourse Lender Turn-Over Order to convey Management Property free and clear of Claims and Encumbrances as set out therein;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Manager deems appropriate on all matters relating to the Management Property and its management thereof, and to share information, subject to such terms as to confidentiality as the Manager deems advisable;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority for the exercise of the Manager's powers and duties, and any renewals thereof for and on behalf of and, if thought desirable by the Manager, in the name of any Pride Entity;

- (p) to enter into agreements with any Pride Entity, the CRO, the Monitor or any trustee in bankruptcy or receiver appointed in respect of any Pride Entity, or any of their Property;
- (q) to undertake the reporting and remittance obligations of the Syndicate Lenders, as Recourse Lenders under the Recourse Lender Turn-Over Order; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Manager takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of (i) each Pride Entity, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, (iii) the CRO and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”), and without interference from any other Person.

## **VEHICLES AND LEASES**

6. THIS COURT ORDERS that all Persons shall, upon the request of the Manager, cooperate with the Manager in transitioning possession and control of Management Property to the Manager or its agent, servicer or other designated representative, in all cases consistent with the Recourse Lender Turn-Over Order, where applicable.

7. THIS COURT ORDERS that the Manager shall maintain a record of expenses incurred by or on behalf of the Manager that are directly attributable to the Manager’s undertaking its duties or exercising its powers under this Order with respect to particular Management Property identified by VIN (“**VIN-Specific Expenses**”).

## **DISTRIBUTIONS**

8. THIS COURT ORDERS that the Manager is hereby authorized, without personal or corporate liability whatsoever to any Person, and without further Order of the Court, to distribute

the proceeds from Management Property in accordance with and subject to the Recourse Lender Turn-Over Order (including paragraphs 27 to 30 thereof), and for certainty as follows:

- (a) proceeds from Management Property (excluding Multiple Collateral Vehicles and PCVs) shall be distributed to the Administrative Agent;
- (b) proceeds from Multiple Collateral Vehicles as received by the Manager shall be distributed or otherwise dealt with in accordance with the relevant MCV Turn-Over Resolution, further agreement among relevant MCV Claimants as to entitlement, the Entitlement Claims Process Order, or further Order of the Court, as applicable; and
- (c) proceeds from any PCV as received by the Manager shall be distributed in accordance with a final determination of the entitlement to such PCV, a written agreement among the Administrative Agent and the relevant PCV Claimant as to entitlement to such PCV, or further Order of the Court, as applicable.

9. THIS COURT ORDERS that each distribution contemplated in paragraph 8 hereof (a “**Distribution**”) shall be:

- (a) net of:
  - (i) any VIN-Specific Expenses corresponding to the Management Property in respect of which such Distribution is being made;
  - (ii) any applicable taxes; and
  - (iii) the pro rata share of all general expenses incurred by or on behalf of the Manager in undertaking its duties or exercising its powers under this Order that cannot be attributed to the monetization of the particular Management Property in respect of which such Distribution is being made (“**General Expenses**”), which pro rata share of General Expenses shall be calculated by dividing (i) the number of individual items of Management Property identified by

VIN in respect of which the Distribution is being made by (ii) the total number of items of Management Property identified by VIN; and

(b) subject to such reserves as the Manager deems appropriate.

10. THIS COURT ORDERS that any Distributions shall not constitute a “distribution” by any director, officer, employee or agent of the Pride Entities or the Manager, including their respective legal counsel, and such persons shall not constitute a “legal representative”, “representative” or a “responsible representative” of the Applicants or “other person” for purposes of Sections 159, 227.1 and 227(5) of the *Income Tax Act* (Canada), Section 117 of the *Taxation Act, 2007* (Ontario), Section 270 of the *Excise Tax Act* (Canada), Sections 46 and 86 of the *Employment Insurance Act* (Canada), Section 22 of the *Retail Sales Tax Act* (Ontario), Section 107 of the *Corporations Tax Act* (Ontario), or any federal, provincial, state or territorial tax legislation (collectively, the “**Statutes**”), and such persons, including the Manager, in causing or assisting any Distribution in accordance with this Order is not “distributing”, nor shall it be considered to have “distributed”, such funds for the purposes of the Statutes, and such persons shall not incur any liability under the Statutes for causing or assisting the Manager in making any Distributions in accordance with this Order or failing to withhold amounts, ordered or permitted hereunder, and such persons shall not have any liability for any of the Pride Entities’ tax liabilities regardless of how or when such liabilities may have arisen, and are hereby forever released, remised and discharged from any claims against such person under or pursuant to the Statutes or otherwise at law arising as a result of the Distributions contemplated in this Order, and any claims of such nature are hereby forever barred.

11. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these CCAA proceedings;
- (b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) or other applicable legislation in respect of the

Pride Entities or the Management Property and any bankruptcy or receivership order issued pursuant to any such applications;

- (c) any assignment in bankruptcy made in respect of the Pride Entities; and
- (d) any provisions of any federal or provincial legislation,

the Distributions shall be made free and clear of and from any and all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature 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, including any and all encumbrances, 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, including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other Order of the Court in these CCAA proceedings, including the CCAA Charges and the Manager's Charge and Manager's Borrowings Charge and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry systems, and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any Pride Entity and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MANAGER**

12. THIS COURT ORDERS that all Persons shall forthwith advise the Manager of the existence of any Management Property in such Person's possession or control, shall grant immediate and continued access to the Management Property to the Manager, and shall deliver all such Management Property to the Manager upon the Manager's request.

13. THIS COURT ORDERS that all Persons shall forthwith advise the Manager of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of any of the Pride Entities relating to the Management Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Manager or permit the Manager to make, retain and take away copies thereof and grant to the Manager unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 13 or in paragraph 14 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Manager due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

14. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Manager for the purpose of allowing the Manager to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Manager in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Manager. Further, for the purposes of this paragraph, all Persons shall provide the Manager with all such assistance in gaining immediate access to the information in the Records as the Manager may in its discretion require including providing the Manager with instructions on the use of any computer or other system and providing the Manager with any and all access codes, account names and account numbers that may be required to gain access to the information.

15. THIS COURT ORDERS that, without limiting the foregoing, upon receiving a request by the Manager, the Ministry of Transportation, Service Ontario, any other governmental department, ministry or agency responsible for vehicle registration in any other Province or Territory of Canada or any State or Municipality within the United States of America, and all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, are

hereby directed to provide access, cooperate with and to provide the Manager with details relating to any transfer of ownership of any of the Management Property, including, without limitation, the identities of the parties to the transfer, the consideration paid and any other details reasonably incidental thereto.

### **NO PROCEEDINGS AGAINST THE MANAGER**

16. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Manager except with the written consent of the Manager or with leave of this Court.

### **NO PROCEEDINGS AGAINST THE MANAGEMENT PROPERTY**

17. THIS COURT ORDERS that no Proceeding against or in respect of the Management Property shall be commenced or continued except with the written consent of the Manager or with leave of this Court and any and all Proceedings currently under way against or in respect of the Management Property (other than these proceedings and the Chapter 15 Proceedings) are hereby stayed and suspended pending further Order of this Court.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

18. THIS COURT ORDERS that all rights and remedies against the Manager or affecting the Management Property, except as expressly provided herein, are hereby stayed and suspended except with the written consent of the Manager or leave of this Court, provided however that nothing in this paragraph shall (i) exempt the Manager from compliance with statutory or regulatory provisions relating to health, safety or the environment, (ii) prevent the filing of any registration to preserve or perfect a security interest, or (iii) prevent the registration of a claim for lien.

### **NO INTERFERENCE WITH THE MANAGER**

19. THIS COURT ORDERS that, other than the Pride Entities themselves, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any Pride Entity and relating in any way to the Management Property, without written consent of the Manager or leave of this Court.

## **MANAGER TO HOLD FUNDS**

20. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Manager from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Management Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Manager (the “**Post Managership Accounts**”) and the monies standing to the credit of such Post Managership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Manager to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

21. THIS COURT ORDERS that all employees of the Pride Entities shall remain the employees of the applicable Pride Entity until such time as the applicable Pride Entity may terminate the employment of such employees. The Manager shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA (as provided pursuant to subsection 14.06(1.1)(c) of the BIA), other than such amounts as the Manager may specifically agree in writing to pay.

## **PIPEDA**

22. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Manager shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Management Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Management Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Manager, or in the alternative destroy all such information. The purchaser of any Management Property shall be entitled to continue to use the personal information provided to it, and related to the Management Property purchased, in a manner which is in all material respects identical to the prior use of such

information by the applicable Pride Entity or Pride Entities, and shall return all other personal information to the Manager, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

23. THIS COURT ORDERS that the Manager shall not, as a result of this Order or anything done in pursuance of the Manager's duties and powers under this Order, be deemed to be in occupation, control, care, charge, possession or management of any of the Management Property within the meaning of any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, 1999, S.C. 1999, c. 33, as amended, the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, as amended or the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended and regulations thereunder and any similar legislation, unless it is actually in possession.

### **LIMITATION ON THE MANAGER'S LIABILITY**

24. THIS COURT ORDERS that the Manager shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Manager by section 14.06 of the BIA (as provided pursuant to subsection 14.06(1.1)(c) of the BIA) or by any other applicable legislation.

### **MANAGER'S ACCOUNTS**

25. THIS COURT ORDERS that the Manager and counsel to the Manager shall be paid their reasonable fees and disbursements from the proceeds of Management Property or the Manager's borrowings in accordance with this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Manager and counsel to the Manager shall be entitled to and are hereby granted a charge (the "**Manager's Charge**") on the Management Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Manager's Charge shall form a first charge on the Management Property in priority to all security interests, trusts, liens, charges

and encumbrances, statutory or otherwise, in favour of any Person, upon the turn-over of the Management Property in accordance with the Recourse Lender Turn-Over Order.

26. THIS COURT ORDERS that the Manager and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Manager and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

27. THIS COURT ORDERS that prior to the passing of its accounts, the Manager shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Manager or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE MANAGERSHIP**

28. THIS COURT ORDERS that the Manager be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$6 million (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Manager by this Order, including interim expenditures. The whole of the Management Property shall be and is hereby charged by way of a fixed and specific charge (the "**Manager's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, upon the turn-over of the Management Property in accordance with the Recourse Lender Turn-Over Order.

29. THIS COURT ORDERS that neither the Manager's Borrowings Charge nor any other security granted by the Manager in connection with its borrowings under this Order shall be enforced without leave of this Court.

30. THIS COURT ORDERS that the Manager is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “C” hereto (the “**Manager’s Certificates**”) for any amount borrowed by it pursuant to this Order.

31. THIS COURT ORDERS that the monies from time to time borrowed by the Manager pursuant to this Order or any further order of this Court and any and all Manager’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Manager’s Certificates.

### **COOPERATION AMONG COURT OFFICERS**

32. THIS COURT ORDERS that each of the Manager, the CRO and the Monitor (the “**Court Officers**”) shall cooperate with the other Court Officers in carrying out and exercising their respective powers and duties conferred herein, in the Initial Order and in other applicable Orders of this Court.

33. THIS COURT ORDERS, without limiting the foregoing, that the CRO shall, as Foreign Representative, if requested by the Syndicate Lenders seek an order in form and substance satisfactory to the Manager in the proceedings pending in the United States under Chapter 15 of Title 11 of the United States Bankruptcy Code in respect of the Pride Entities (the “**Chapter 15 Proceedings**”) recognizing and giving effect to this Order, and such further relief in the Chapter 15 Proceedings as the Manager may reasonably request from time to time; provided the costs of seeking and obtaining an order in the Chapter 15 Proceedings as aforesaid shall be paid by the Manager.

34. THIS COURT ORDERS that the Manager may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

### **GENERAL**

35. THIS COURT ORDERS that the Manager is not a “receiver” as defined in Part XI of the BIA and shall therefore not be required to comply with the reporting obligations set out therein.

36. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give

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

37. THIS COURT ORDERS that the Manager be at liberty and is 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, and that the Manager is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

38. THIS COURT ORDERS that the Administrative Agent and the Manager be at liberty to seek further relief from this Court and that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Manager and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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## SCHEDULE “A”

### A. APPLICANTS

#### **Operating Entities**

##### *Canadian Operating Entities*

- PRIDE TRUCK SALES LTD.
- TPINE TRUCK RENTAL INC.
- PRIDE GROUP LOGISTICS LTD.
- PRIDE GROUP LOGISTICS INTERNATIONAL LTD.
- TPINE LEASING CAPITAL CORPORATION
- DIXIE TRUCK PARTS INC.
- PRIDE FLEET SOLUTIONS INC.
- TPINE FINANCIAL SERVICES INC.
- PRIDE GROUP EV SALES LTD.

##### *U.S. Operating Entities*

- TPINE RENTAL USA, INC.
- PRIDE GROUP LOGISTICS USA, CO.
- ARNOLD TRANSPORTATION SERVICES, INC.
- DIXIE TRUCK PARTS INC.
- TPINE FINANCIAL SERVICES CORP.
- PARKER TRANSPORT CO.
- PRIDE FLEET SOLUTIONS USA INC.

#### **Real Estate Holding Companies**

##### *Canadian Real Estate Holding Companies*

- 2029909 ONTARIO INC.
- 2076401 ONTARIO INC.
- 1450 MEYERSIDE HOLDING INC.
- 933 HELENA HOLDINGS INC.
- 30530 MATSQUI ABBOTSFORD HOLDING INC.
- 2863283 ONTARIO INC.
- 2837229 ONTARIO INC.
- 2108184 ALBERTA LTD.
- 12944154 CANADA INC.
- 13184633 CANADA INC.
- 13761983 CANADA INC.
- 102098416 SASKATCHEWAN LTD.
- 177A STREET SURREY HOLDING INC.

- 52 STREET EDMONTON HOLDING INC.
- 84 ST SE CALGARY HOLDINGS INC.
- 68TH STREET SASKATOON HOLDING INC.
- 3000 PITFIELD HOLDING INC.

*U.S. Real Estate Holding Companies*

- PGED HOLDING, CORP.
- HIGH PRAIRIE TEXAS HOLDING CORP.
- 131 INDUSTRIAL BLVD HOLDING CORP.
- 59TH AVE PHOENIX HOLDING CORP.
- DI MILLER DRIVE BAKERSFIELD HOLDING CORP.
- FRONTAGE ROAD HOLDING CORP.
- ALEXIS INVESTMENTS, LLC
- TERNES DRIVE HOLDING CORP.
- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
- TERMINAL ROAD HOLDING, CORP.
- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
- 11670 INTERSTATE HOLDING, CORP.
- 401 SOUTH MERIDIAN OKC HOLDING CORP.
- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
- 87TH AVENUE MEDLEY FL HOLDING CORP.
- LOOP 820 FORT WORTH HOLDING CORP.
- 162 ROUTE ROAD TROY HOLDING CORP.
- CRESCENTVILLE ROAD CINCINNATI HOLDING CORP.
- MANHEIM ROAD HOLDING CORP.
- 13TH STREET POMPANO BEACH FL HOLDING CORP.
- EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.
- CORRINGTON MISSOURI HOLDING CORP.
- 963 SWEETWATER HOLDING CORP.
- OAKMONT DRIVE IN HOLDING CORP.

**Other Holding Companies**

*Other Canadian Holding Companies*

- 2692293 ONTARIO LTD.
- 2043002 ONTARIO INC.
- PRIDE GROUP HOLDINGS INC.
- 2554193 ONTARIO INC.
- 2554194 ONTARIO INC.

- PRIDE GROUP REAL ESTATE HOLDINGS INC.
- 1000089137 ONTARIO INC.

*Other U.S. Holding Companies*

- COASTLINE HOLDINGS, CORP.
- PARKER GLOBAL ENTERPRISES, INC.
- DVP HOLDINGS, CORP.

**B. LIMITED PARTNERSHIPS**

*U.S. Limited Partnerships*

- PRIDE TRUCK SALES L.P.
- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

**C. ADDITIONAL STAY PARTIES**

*Canadian Additional Stay Parties*

- BLOCK 6 HOLDING INC.
- 2500819 ONTARIO INC.

*U.S. and Other Additional Stay Parties*

- PERGOLA HOLDINGS, CORP.
- PRIDE GLOBAL INSURANCE COMPANY LTD.

**SCHEDULE “B”**  
**IMMEDIATE TURN-OVER ASSET VINs**

## **Schedule B - Immediate Turn-Over Assets**

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### ***VINs Specifically Financed by the Syndicate:***

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PETE/KW/INTL.

**SCHEDULE "C"**  
**MANAGER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Alvarez & Marsal Canada Inc., the court-appointed manager (the "Manager") of the Management Property as defined in the Syndicate Collateral Management Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_\_\_ day of October, 2024 (the "Order") made in an action having Court file number CV-24-00717340-00CL, has received as such Manager from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Manager is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Manager pursuant to the Order or to any further order of the Court, a charge upon the whole of the Management Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the right of the Manager to indemnify itself out of such Management Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Manager to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Manager to deal with the Management Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Manager does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Alvarez & Marsal Canada Inc., solely in its capacity as Manager of the Management Property, and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

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

IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE GROUP HOLDINGS INC. and those Applicants listed on **Schedule “A”** hereto (each, an “Applicant”, and collectively, the “Applicants”)

## **SALE AGREEMENT & SALE APPROVAL ORDER**

THIS MOTION made by the Royal Bank of Canada in its capacity as administrative agent (the “**Administrative Agent**”) for and on behalf of itself and the other lenders (the “**Syndicate Lenders**”) party to the fourth amended and restated credit agreement dated as of May 10, 2024 among, *inter alios*, the Administrative Agent, the Syndicate Lenders and the Applicants and the limited partnerships listed in Schedule “A” hereto (collectively, the “**Pride Entities**” and, each, a “**Pride Entity**”) for an Order (i) approving the Servicing Agreement between Integrated Financial Technologies Inc. (the “**Leasebook Servicer**”) and Alvarez & Marsal Canada Inc. in its capacity as manager (in such capacity, the “**Manager**”) dated August 16, 2024 (the “**Leasebook Servicer Agreement**”)<sup>1</sup> and the transactions contemplated thereby; (ii) approving the form of dealer and auctioneer agreements attached at Schedule “B” hereto (each, a “**Sale Agreement**”) between the Manager and the dealer or auctioneer counterparties identified by the Manager from time to time

<sup>1</sup> NTD: Change in defined terms intended to distinguish between the replacement servicer concept under Securitization Programs compared to the vehicles financed by the Syndicate/other recourse lenders.

(each, a “**Dealer**”) and the transactions contemplated thereby<sup>2</sup>; (iii) authorizing the Manager to enter into the Sale Agreements with such minor amendments as may be required by the Dealers identified by the Manager from time to time; (iv) confirming the Manager’s authority to transfer Sold Vehicles (as defined below) free and clear of any claims and (v) providing related relief, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavits of Brad D. Newton sworn August 2, 2024 and October 16, 2024 and the Exhibits thereto and on hearing the submissions of counsel for the Syndicate Lenders, the Pride Entities, the Monitor and such other parties listed on the Participant Information Form, no one else appearing although duly served as appears from the affidavit of service of Julia Chung sworn October 16, 2024,

## **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion 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 capitalized terms used and not defined in this Order shall have the meaning given to them in the Second Amended and Restated Initial Order of this Court issued May 6, 2024 in these proceedings (the “**Initial Order**”), the Order (re Wind-Down, Liquidity Contribution Alternative and Turn-Over) of this Court issued October 10, 2024 in these proceedings (the “**Recourse Lender Turn-Over Order**”), or the Syndicate Collateral Management Order of this Court issued October 17, 2024 (the “**Syndicate Collateral Management Order**”), as applicable.

## **LEASEBOOK SERVICER AND SALE AGREEMENTS**

3. THIS COURT ORDERS that the Leasebook Servicer Agreement and the transactions contemplated thereunder are hereby approved, authorized and ratified *nunc pro tunc* with such minor amendments as the Manager and the Leasebook Servicer may agree to in writing. Subject

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<sup>2</sup> NTD: Please provide a copy of the Leasebook Servicer Agreement and form of Sale Agreement.

to the provisions of the Recourse Lender Turn-Over Order and the Syndicate Collateral Management Order, the Manager is hereby authorized and directed to take any and all actions as may be necessary or desirable to implement the Leasebook Servicer Agreement and each of the transactions contemplated therein. Without limiting the forgoing, the Manager is authorized to execute any other agreement, contract, deed or any other document, or take any other action, that could be required or be useful to give full and complete effect to the Leasebook Servicer Agreement.

4. THIS COURT ORDERS that the Manager be and is hereby authorized to enter into one or more consignment or auction agreements with any Dealer or Dealers identified by the Manager, on substantively the same terms as those in the forms contained in Schedule "B" and in any case subject to such amendments, including amendments to the economic terms, as the Manager and any applicable Dealer may agree to in writing. Subject to the provisions of the Recourse Lender Turn-Over Order and the Syndicate Collateral Management Order, the Manager is hereby authorized and directed to take any and all actions as may be necessary or desirable to implement the Sale Agreements and each of the transactions contemplated therein. Without limiting the forgoing, the Manager is authorized to execute any other agreement, contract, deed or any other document, or take any other action, that could be required or be useful to give full and complete effect to the Sale Agreements.

5. THIS COURT ORDERS that if required by a Dealer, the Manager is authorized to sign a bill of sale in the form attached hereto as Schedule "C" for any Management Property, notwithstanding that title documentation for such Management Property may not be available to the Manager or the Pride Entities.

## **APPROVAL AND VESTING**

6. THIS COURT ORDERS that, consistent with the Recourse Lender Turn-Over Order, upon the closing of any sale pursuant to a Sale Agreement, all of the Pride Entities' right, title and interest in and to the Sold Vehicle shall vest absolutely to the purchaser, free and clear of and from any and all Claims including, without limiting the generality of the foregoing, all Encumbrances including the charges created by any Order of this Court in the Pride Entities' CCAA proceedings, and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the

Sold Vehicle are hereby expunged and discharged as against such Sold Vehicle, provided however, for greater certainty, that the CCAA Charges shall continue to apply to any Recourse Lender's Net Proceeds remitted to the Monitor in accordance with the Recourse Lender Turn-Over Order, pending further Court order.

7. THIS COURT ORDERS that for the purposes of determining the nature and priority of Encumbrances, the net proceeds from the sale of any Management Property (each a "**Sold Vehicle**", the proceeds of such sale being the "**Net Proceeds**") shall stand in the place and stead of the Sold Vehicle to which it related. All Encumbrances shall attach to the relevant Net Proceeds from such Sold Vehicle with the same priority as they had with respect to the Sold Vehicle immediately prior to the sale as if the Sold Vehicle had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these CCAA Proceedings;
- (b) any applications for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in respect of the Pride Entities of the Management Property and any bankruptcy or receivership order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Pride Entities; and
- (d) any provisions of any federal or provincial legislation;

the transactions contemplated by any Sale Agreement and the vesting of any Sold Vehicle in a purchaser pursuant to this Order (the "**Transactions**") shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any Pride Entity and shall not be void or voidable by creditors of any Pride Entity, nor shall any of the Transactions 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 any of the Transactions constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## **CANCELLATION OF SECURITY REGISTRATIONS**

9. THIS COURT ORDERS that, upon the completion of the sale of any Sold Vehicles, the Manager and the relevant Dealer shall each be authorized to take all steps necessary to effect the discharge of all Encumbrances registered against such Sold Vehicle.

## **PAYMENT OF PROCEEDS**

10. THIS COURT ORDERS that, upon the completion of the sale of any Sold Vehicle, the relevant Dealer shall pay the Net Proceeds of such sale to the Manager in accordance with the applicable Sale Agreement.

11. THIS COURT ORDERS that all Net Proceeds received by the Manager shall be dealt with in accordance with the Syndicate Collateral Management Order.

## **GENERAL**

12. THIS COURT ORDERS, without limiting the foregoing, that the CRO shall, as Foreign Representative, seek an order in form and substance satisfactory to the Manager in the proceedings pending in the United States under Chapter 15 of Title 11 of the United States Code in respect of the Pride Entities (the “**Chapter 15 Proceedings**”) recognizing and giving effect to this Order, and such further relief in the Chapter 15 Proceedings as the Manager may reasonably request from time to time; provided the costs of seeking and obtaining an order in the Chapter 15 Proceedings as aforesaid shall be paid by the Manager.

13. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Manager and its 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 Manager or the CRO, as foreign representative of the Pride Entities and an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Manager and its agents in carrying out the terms of this Order.

14. THIS COURT ORDERS that the Manager be at liberty and is 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, and that the Manager is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

15. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Manager and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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## SCHEDULE “A”

### A. APPLICANTS

#### Operating Entities

##### *Canadian Operating Entities*

- PRIDE TRUCK SALES LTD.
- TPINE TRUCK RENTAL INC.
- PRIDE GROUP LOGISTICS LTD.
- PRIDE GROUP LOGISTICS INTERNATIONAL LTD.
- TPINE LEASING CAPITAL CORPORATION
- DIXIE TRUCK PARTS INC.
- PRIDE FLEET SOLUTIONS INC.
- TPINE FINANCIAL SERVICES INC.
- PRIDE GROUP EV SALES LTD.

##### *U.S. Operating Entities*

- TPINE RENTAL USA, INC.
- PRIDE GROUP LOGISTICS USA, CO.
- ARNOLD TRANSPORTATION SERVICES, INC.
- DIXIE TRUCK PARTS INC.
- TPINE FINANCIAL SERVICES CORP.
- PARKER TRANSPORT CO.
- PRIDE FLEET SOLUTIONS USA INC.

#### Real Estate Holding Companies

##### *Canadian Real Estate Holding Companies*

- 2029909 ONTARIO INC.
- 2076401 ONTARIO INC.
- 1450 MEYERSIDE HOLDING INC.
- 933 HELENA HOLDINGS INC.
- 30530 MATSQUI ABBOTSFORD HOLDING INC.
- 2863283 ONTARIO INC.
- 2837229 ONTARIO INC.
- 2108184 ALBERTA LTD.
- 12944154 CANADA INC.
- 13184633 CANADA INC.
- 13761983 CANADA INC.
- 102098416 SASKATCHEWAN LTD.
- 177A STREET SURREY HOLDING INC.
- 52 STREET EDMONTON HOLDING INC.

- 84 ST SE CALGARY HOLDINGS INC.
- 68TH STREET SASKATOON HOLDING INC.
- 3000 PITFIELD HOLDING INC.

*U.S. Real Estate Holding Companies*

- PGED HOLDING, CORP.
- HIGH PRAIRIE TEXAS HOLDING CORP.
- 131 INDUSTRIAL BLVD HOLDING CORP.
- 59TH AVE PHOENIX HOLDING CORP.
- DI MILLER DRIVE BAKERSFIELD HOLDING CORP.
- FRONTAGE ROAD HOLDING CORP.
- ALEXIS INVESTMENTS, LLC
- TERNES DRIVE HOLDING CORP.
- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
- TERMINAL ROAD HOLDING, CORP.
- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
- 11670 INTERSTATE HOLDING, CORP.
- 401 SOUTH MERIDIAN OKC HOLDING CORP.
- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
- 87TH AVENUE MEDLEY FL HOLDING CORP.
- LOOP 820 FORT WORTH HOLDING CORP.
- 162 ROUTE ROAD TROY HOLDING CORP.
- CRESCENTVILLE ROAD CINCINNATI HOLDING CORP.
- MANHEIM ROAD HOLDING CORP.
- 13TH STREET POMPANO BEACH FL HOLDING CORP.
- EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.
- CORRINGTON MISSOURI HOLDING CORP.
- 963 SWEETWATER HOLDING CORP.
- OAKMONT DRIVE IN HOLDING CORP.

**Other Holding Companies**

*Other Canadian Holding Companies*

- 2692293 ONTARIO LTD.
- 2043002 ONTARIO INC.
- PRIDE GROUP HOLDINGS INC.
- 2554193 ONTARIO INC.
- 2554194 ONTARIO INC.
- PRIDE GROUP REAL ESTATE HOLDINGS INC.

- 1000089137 ONTARIO INC.

*Other U.S. Holding Companies*

- COASTLINE HOLDINGS, CORP.
- PARKER GLOBAL ENTERPRISES, INC.
- DVP HOLDINGS, CORP.

**B. LIMITED PARTNERSHIPS**

*U.S. Limited Partnerships*

- PRIDE TRUCK SALES L.P.
- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

**C. ADDITIONAL STAY PARTIES**

*Canadian Additional Stay Parties*

- BLOCK 6 HOLDING INC.
- 2500819 ONTARIO INC.

*U.S. and Other Additional Stay Parties*

- PERGOLA HOLDINGS, CORP.
- PRIDE GLOBAL INSURANCE COMPANY LTD.

**SCHEDULE "B"**  
**FORM OF SALE AND AUCTIONEER AGREEMENTS**

**SCHEDULE "C"**  
**FORM OF BILL OF SALE**

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 **PRIDE GROUP HOLDINGS INC.** and those Applicants listed on Schedule "A" hereto (each, an "**Applicant**", and collectively, the "**Applicants**")

Court File No.: CV-24-00717340-00CL

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
Proceedings commenced at Toronto, Ontario

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**SALE AGREEMENT & SALE APPROVAL ORDER**

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Lawyers for Royal Bank of Canada,  
as administrative and DIP agent

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Court File No.: CV-24-00717340-00CL

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
Proceedings commenced at Toronto, Ontario

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**SUPPLEMENTARY MOTION RECORD**

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