

**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;

- (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 (i) with respect to Inventory, remit any applicable sales taxes to the Pride Entities upon any transfer of title from an applicable Pride Entity to a third party, as may be applicable, or with the assistance of the CRO, the Monitor and the Pride Entities, remit such sales taxes in the name of the Pride Entities to Canada Revenue Agency, Internal Revenue Service or any other governmental department, ministry or tax authorities in Canada or the United States of America as required, and (ii) with respect to Leasebooks, with the assistance of the CRO, the Monitor and the Pride Entities, collect, withhold and remit, as applicable, applicable taxes in the name of the Pride Entities to Canada Revenue Agency, Internal

Revenue Service or any other governmental department, ministry or tax authorities in Canada or the United States of America where required.

8. 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**

9. 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.

10. THIS COURT ORDERS that each distribution contemplated in paragraph 9 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.

11. 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.

12. 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**

13. THIS COURT ORDERS that 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**

14. 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**

15. 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**

16. 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**

17. 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**

18. 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**

19. 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**

20. 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**

21. 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**

22. 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**

23. 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.

24. 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.

25. 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**

26. 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.

27. 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.

28. 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.

29. 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**

30. 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.

31. 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.

32. 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**

33. 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.

34. 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.

35. 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.

36. 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:***

527SR5325PL030413  
527SR5327PL030414  
527SR5322PL030417  
5YJ3E1EB2NF241145  
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S.NO20211215

**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:

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

**SYNDICATE COLLATERAL MANAGEMENT ORDER**

**FASKEN MARTINEAU DuMOULIN LLP**

Bay Adelaide Centre, Suite 2400  
333 Bay Street, Box 20  
Toronto, Ontario M5H 2T6

**Stuart Brotman**

Tel: 416 865 5419  
Email: sbrotman@fasken.com

**Aubrey Kauffman**

Tel: 416 868 3538  
Email: akauffman@fasken.com

**Daniel Richer**

Tel: 416 865 4445  
Email: dricher@fasken.com

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