

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

THE HONOURABLE	)	TUESDAY, THE 13TH
JUSTICE CAVANAGH	)	DAY OF JANUARY, 2026
	)	

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**")

**ORDER**

**(Manager's Collection Plan)**

**THIS MOTION** made by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Manager (the "**Manager**") pursuant to the Second Amended Syndicate Collateral Management Order dated February 4, 2025 (as amended, the "**Collateral Management Order**") in the *Companies' Creditors Arrangement Act* ("**CCAA**") proceedings of the Applicants, for an order, *inter alia*, approving the Manager's Collection Plan, was heard this day at the Courthouse at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion of the Manager dated January 6, 2026, the Third Report of the Manager dated January 6, 2026 (the "**Third Report**"), and the joint Factum of the Receiver and the Manager dated January [●], 2026 and on hearing the submissions of counsel for the Manager, counsel for the Applicants, counsel for 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 [●] sworn [●], 2026,

## **SERVICE**

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

## **DEFINITIONS**

2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Collateral Management Order. For purposes of this Order, the following terms shall have the following meanings:

- (a) **“Appeal Period”** means the period that concludes on the fifteenth (15th) day following the issuance of a Claims Decision in respect of a Manager’s Claim by a Claims Officer;
- (b) **“BIA”** means the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended;
- (c) **“Business Day”** means, except as otherwise specified herein, a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (d) **“CCAA Proceedings”** means the CCAA proceedings in respect of the Pride Entities in Court File No. CV-24-00717340-00CL;

- (e) **“Claims Decision(s)”** means a Claims Officer’s written decision following their determination of each Disputed Claim, to be issued by a Claims Officer to the Manager and the applicable Defaulting Obligor;
- (f) **“Claims Officers”** means the individuals appointed to act as a claims officer for the purpose of this Order, as set out in paragraph 26 of this Order;
- (g) **“Claims Package”** means a package including the applicable Manager’s Claim, the Instruction Letter, a copy of this Order, the applicable Settlement Offer, a blank form of Notice of Dispute, and any other documentation the Manager may deem appropriate;
- (h) **“CJA”** means the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (i) **“Collection Plan”** means the procedures outlined in this Order in connection with the quantification and resolution of Manager’s Claims, as may be amended or supplemented by further order of the Court;
- (j) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
- (k) **“Court Officers”** means the Manager and the Receiver;
- (l) **“Defaulting Obligor”** means an Obligor which at any point in time after the date of this Order owes a debt to the Manager as assignee of TLCC under a Lease, as described in greater detail in the Third Report, provided that “Defaulting Obligor” shall not include:

- (1) an Obligor subject to an existing judgment, including a default judgment, in respect of the debt owed to the Manager as assignee of TLCC under the Lease;
- (2) an Obligor that is the subject of a payment plan or settlement (including a settlement contemplated by this Order) between the Obligor and the Manager or the Manager's lease service provider, Integrated Financial Technologies Inc., where the Obligor is not in default under such plan or settlement;
- (3) an Obligor that is in default under a Lease for less than sixty (60) days; or
- (4) an Obligor subject to CCAA, BIA bankruptcy, BIA proposal, or Court-appointed receivership proceedings;

For greater certainty, an Obligor that owes a debt to the Manager shall automatically, without any further action become a Defaulting Obligor in respect of such debt at such time as it no longer satisfies any of the foregoing criteria, and shall thereafter be a Defaulting Obligor for all purposes of this Order in respect of such debt;

- (m) **“Dispute Package”** means a package including the applicable Manager's Claim, the applicable Notice of Dispute filed by the Defaulting Obligor in respect of the Manager's Claim, any supporting documentation filed by the Defaulting Obligor, and ancillary documentation;
- (n) **“Disputed Claim(s)”** means a Manager's Claim in respect of which a completed Notice of Dispute has been received by the Manager by the Response Deadline;

- (o) **“Equipment”** means a truck, trailer or other motor vehicle or equipment subject of a Lease;
- (p) **“Instruction Letter”** means the instruction letter to Defaulting Obligors, substantially in the form attached as Schedule “B” hereto, regarding the completion of a Settlement Offer or a Notice of Dispute by the Defaulting Obligor, and the Collection Plan described herein;
- (q) **“Lease”** means each lease agreement, guarantee, indemnity and related documentation with (or in favour of) TLCC to which a Defaulting Obligor is bound and which constitutes Management Property;
- (r) **“Manager’s Claim”** means the Manager’s Claim referred to in paragraphs 16 to 17 hereof to be sent by the Manager to Defaulting Obligors, substantially in the form attached as Schedule “C” hereto;
- (s) **“Management Property”** has the meaning given to it in the Collateral Management Order;
- (t) **“Manager’s Website”** means the website maintained by the Manager at the following URL: [www.alvarezandmarsal.com/tpine](http://www.alvarezandmarsal.com/tpine);
- (u) **“Monitor”** means Ernst & Young Inc. in its capacity as Monitor of the Pride Entities in the CCAA Proceedings;
- (v) **“Monitor’s Website”** means the website maintained by the Monitor at the following URL: [www.ey.com/ca/pridegroup](http://www.ey.com/ca/pridegroup);

- (w) **“Notice of Dispute”** means the notice referred to in paragraph 23 hereof substantially in the form attached as Schedule “D” hereto which must be received by the Manager from any Defaulting Obligor wishing to dispute a Manager’s Claim with reasons for its dispute and supporting documentation;
- (x) **“Notice to Defaulting Obligors”** means the joint notice for publication by the Receiver and the Manager as described in paragraph 8 hereof, in the form attached as Schedule “E” hereto;
- (y) **“Obligor”** means a lessee, co-lessee, indemnitor, guarantor or other obligor under a Lease;
- (z) **“Person”** means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, governmental authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;
- (aa) **“Pride Entities”** means the Applicants and limited partnerships listed in Schedule “A” hereto;
- (bb) **“Receiver”** has the meaning given to it in the Amended and Restated Receivership Order made by the Honourable Mr. Justice Osborne (as he then was) in the Receivership Proceedings dated as of March 17, 2025;
- (cc) **“Receiver’s Collection Plan Order”** means the collection plan order dated January 13, 2025, granted by the Court in the Receivership Proceedings;

- (dd) **“Receivership Proceedings”** means the receivership proceedings commenced by Royal Bank of Canada as Financial Services Agent in Court File No. CV-24-00728055-00CL;
- (ee) **“Response Deadline”** means the date that is forty-five (45) days from the date on which the Manager sends or causes to be sent a Claims Package to the Defaulting Obligor;
- (ff) **“Related Items”** means the keys, title documents and any other items related to each Equipment in the possession of a Defaulting Obligor;
- (gg) **“Rules of Civil Procedure”** means the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended;
- (hh) **“Settlement Offer”** means a notice setting out the payment options that the Manager is prepared to accept in settlement of the applicable Manager’s Claim;
- (ii) **“TLCC”** means TPine Leasing Capital Corporation;
- (jj) **“Undefended Claim(s)”** means any Manager’s Claim in respect of which the Manager does not by the Response Deadline either (i) conclude a settlement on the terms set out in the applicable Settlement Offer, or as otherwise agreed by the Manager, in its sole and absolute discretion, or (ii) receive a Notice of Dispute; and
- (kk) **“Undefending Defaulting Obligor”** means any Defaulting Obligor who by the Response Deadline fails to either (i) conclude a settlement on the terms set out in the applicable Settlement Offer, or as otherwise agreed by the Manager, in its sole

and absolute discretion, or (ii) submit a Notice of Dispute, as described in paragraph 47 hereof.

## **INTERPRETATION**

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is not a Business Day.

4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”, all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

## **GENERAL PROVISIONS**

5. **THIS COURT ORDERS** that notwithstanding any other provisions of this Order, the delivery of the Manager’s Claims or Settlement Offers, and the filing by any Defaulting Obligor of any Notice of Dispute, shall not, for that reason only, grant any Person any rights, including without limitation, in respect of the amount of the Manager’s Claim, Settlement Offer, Disputed Claim or Undefended Claim, or its standing in the CCAA Proceedings, except as specifically set out in this Order.

6. **THIS COURT ORDERS** that the Manager is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner or content in which any forms submitted or delivered hereunder are completed and executed and the time in which they are submitted, and may waive strict compliance with the requirements of this Order, including in

respect of the completion, execution and time of delivery of such forms. Notwithstanding any other provision of this Order, any Notice of Dispute filed with the Manager after the Response Deadline or any settlement concluded on the terms set out in the applicable Settlement Offer, or as otherwise agreed by the Manager, in its sole and absolute discretion, after the Response Deadline may, in the reasonable discretion of the Manager or subject to further order of the Court, be deemed to have been filed or made, as applicable, on or before the Response Deadline.

7. **THIS COURT ORDERS** that the form and substance of each of the Manager's Claim, Notice to Defaulting Obligors, Instruction Letter, and Notice of Dispute, substantially in the forms attached as schedules hereto, are hereby approved. Despite the foregoing, the Manager may, from time to time, make such minor changes to such forms as the Manager considers necessary or desirable.

8. **THIS COURT ORDERS** that the Manager and the Receiver shall jointly cause the Notice to Defaulting Obligors to be published in Truck News on the date that the first Claims Package is sent to Defaulting Obligors or, in the discretion of the Manager and Receiver, as soon as practicable thereafter.

#### **ROLE OF THE MANAGER**

9. **THIS COURT ORDERS** that, in addition to the Manager's prescribed rights, duties, responsibilities and obligations under the BIA, the CJA, the Collateral Management Order, and any other orders of the Court in the CCAA Proceedings, and notwithstanding anything to the contrary herein, the Manager is hereby authorized, directed and empowered to conduct and implement the Collection Plan, and to take any and all other actions and fulfill any and all other roles as are contemplated by this Order or incidental thereto.

10. **THIS COURT ORDERS** that, in carrying out the terms of this Order, the Manager (i) shall have the protections afforded to it by the BIA, the CJA, this Order, the Collateral Management Order, and any other orders of the Court in the CCAA Proceedings, or as an officer of the Court, including the stay of proceedings in its favour provided pursuant to the Collateral Management Order; (ii) shall incur no liability or obligation as a result of carrying out the provisions of this Order, including in respect of its exercise of discretion as to the completion, execution or time of delivery of any documents to be delivered hereunder, other than in respect of gross negligence or wilful misconduct; (iii) shall be entitled to rely on the books and records of the Pride Entities and any information provided by or on behalf of the Pride Entities or otherwise obtained by the Manager, all without independent inquiry or investigation; (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, or in any information provided by any Defaulting Obligor; (v) shall be authorized and empowered to assist any Defaulting Obligor in the filing of a Notice of Dispute; and (vi) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Order from any of the Pride Entities or the Monitor, including making such inquiries and obtaining such records and information as it deems appropriate in connection with the Collection Plan, provided that the Manager compensates the Pride Entities and the Monitor for any reasonable fees and expenses (including, but not limited to, the reasonable fees and expenses incurred by their agents, representatives, counsel and advisors) in assisting the Manager in accordance with this paragraph 10, which amounts may be addressed by set off through the ongoing cost-allocation proceedings.

11. **THIS COURT ORDERS** that any Person given notice of this Order shall fully cooperate with the Manager in the exercise of its powers and the discharge of its duties and obligations under

this Order. The Court Officers shall cooperate with each other in carrying out and exercising their respective powers and duties conferred herein and in the Receiver's Collection Plan Order.

## **CLAIMS PACKAGE**

12. **THIS COURT ORDERS** that the Manager shall, not later than thirty (30) Business Days after the date of this Order, or such later time as determined by the Manager in its reasonable discretion, cause a Claims Package to be sent to each Defaulting Obligor. The Claims Package shall contain:

- (a) the applicable Manager's Claim;
- (b) the Instruction Letter;
- (c) a copy of this Order;
- (d) the applicable Settlement Offer
- (e) a blank form of Notice of Dispute; and
- (f) any other documentation the Manager may deem appropriate.

13. **THIS COURT ORDERS** that the Manager shall cause this Order, the Notice to Defaulting Obligors, the Instruction Letter, and a blank form of Notice of Dispute to be posted to the Manager's Website as soon as reasonably practicable after the date of this Order, and cause them to remain posted thereon until its discharge as Manager.

14. **THIS COURT ORDERS** that as soon as reasonably practicable following (i) a request by a Defaulting Obligor for a Claims Package or documents or information relating to the Collection Plan or (ii) an Obligor becomes a Defaulting Obligor, the Manager shall cause the applicable

Claims Package to be sent to such Defaulting Obligor, direct such Defaulting Obligor to the documents posted on the Manager's Website, or otherwise respond to the request for information or documents as the Manager considers appropriate in the circumstances.

15. **THIS COURT ORDERS** that the sending of the Claims Packages to the Defaulting Obligors and publication of the Notice to Defaulting Obligors, each in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of (i) this Order; (ii) the Response Deadline; and (iii) the Manager's Claim, on all Defaulting Obligors, no other notice or service need be given or made and no other document or material need be sent to or served upon any Defaulting Obligor or other Person in respect of this Order.

#### **THE MANAGER'S CLAIMS**

16. **THIS COURT ORDERS** that the Manager's Claim shall constitute the Manager's formal request for payment of the outstanding indebtedness owing by each Defaulting Obligor, calculated in accordance with each Lease, as described in the Third Report.

17. **THIS COURT ORDERS** that the Manager's Claim shall constitute an initiating process against the applicable Defaulting Obligor. The service and adjudication of each Manager's Claim in accordance with the terms of this Order shall form a sufficient basis upon which this Court may grant judgment against the applicable Defaulting Obligor.

18. **THIS COURT ORDERS** that all Manager's Claims shall be denominated in the currency of the specified Lease.

## **RESOLUTION OF THE MANAGER'S CLAIMS**

19. **THIS COURT ORDERS** that the Manager shall include in each Claims Package a Settlement Offer setting out the payment options that the Manager is prepared to accept in full and final settlement of the applicable Manager's Claim, subject to the Defaulting Obligor complying and fulfilling the terms of such settlement.

20. **THIS COURT ORDERS** that each Settlement Offer shall remain open for acceptance until the Response Deadline.

21. **THIS COURT ORDERS** that where a Defaulting Obligor concludes a settlement on the terms set out in the applicable Settlement Offer, or as otherwise agreed by the Manager, in its sole and absolute discretion, by the Response Deadline, the Manager will provide the applicable Defaulting Obligor with written confirmation that the Manager's Claim has been satisfied, subject to compliance by the Defaulting Obligor with the terms of such settlement and such Obligor will cease to be a Defaulting Obligor for purposes of this Order. For the avoidance of doubt, if an Obligor defaults on a settlement agreement, the Obligor shall be a Defaulting Obligor for purposes of this Order upon the date of such default.

22. **THIS COURT ORDERS** that nothing herein derogates from the Manager's power, pursuant to paragraph 5 of the Collateral Management Order, to otherwise negotiate with the Defaulting Obligors, for the purpose of resolving the Manager's Claims on terms acceptable to the applicable parties.

## **NOTICES OF DISPUTE**

23. **THIS COURT ORDERS** that any Defaulting Obligor who disputes the Manager's Claim against them shall submit to the Manager a Notice of Dispute, together with copies of all documents relied upon by that Defaulting Obligor, by the Response Deadline.

24. **THIS COURT ORDERS** that, subject to the terms of any settlement concluded on the terms set out in the applicable Settlement Offer, or as otherwise agreed by the Manager, in its sole and absolute discretion, each Defaulting Obligor that is in the possession of any Equipment that is the subject of a Lease shall, no later than ten (10) days after the Response Deadline, turn-over to the Manager such Equipment by (i) delivering the Equipment to the Manager, and providing the Manager with access to the Equipment, unloaded and empty of third party goods, at a location determined by the Manager in its discretion, (ii) providing the Manager with all copies of Related Items, and (iii) providing the Manager with such other assistance as the Manager may reasonably request to facilitate the turn-over of the Equipment and Related Items.

25. **THIS COURT ORDERS** that nothing herein derogates from the Manager's power, pursuant to paragraph 5 of the Collateral Management Order, to repossess any Equipment in accordance with the terms of the applicable Leases.

## **CLAIMS OFFICERS' APPOINTMENT**

26. **THIS COURT ORDERS** that the Hon. Thomas J. McEwen and Kevin McElcheran are hereby appointed as the Claims Officers, with the rights, duties, responsibilities and obligations prescribed by this Order. The Claims Officers' duties shall commence upon their receipt of the first Dispute Package from the Manager, pursuant to paragraph 35 of this Order. For the avoidance

of doubt, the Manager shall refer all disputes to Mr. McEwen, who may, in his sole discretion, assign certain disputes to Mr. McElcheran.

### **CLAIMS OFFICERS' ROLE**

27. **THIS COURT ORDERS** that the Claims Officers, in addition to their prescribed rights, duties, responsibilities and obligations under this Order, shall assist the Manager and the Defaulting Obligors in the determination of the Manager's Claims, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order or incidental thereto.

28. **THIS COURT ORDERS** that the Claims Officers shall track and allocate their fees and disbursements on a Disputed Claim-by-Disputed Claim basis to facilitate the potential cost awards contemplated by paragraph 40 of this Order.

29. **THIS COURT ORDERS** that in carrying out their mandate, the Claims Officers may, among other things:

- (a) make all necessary inquiries, take accounts, and assess costs;
- (b) adopt processes which, in their discretion, they consider appropriate to facilitate the adjudication of the Manager's Claims, having regard for the principles set out in Rule 2 of the *Rules of Civil Procedure*, and with a view to proceeding in the simplest, least expensive and most expeditious fashion;
- (c) consult the Manager, the Defaulting Obligors, and any other Person the Claims Officers consider appropriate;
- (d) report to the Court as prescribed herein, in stages if necessary or appropriate; and

- (e) apply to this Court for advice and directions as, in their discretion, the Claims Officer deems necessary.

30. **THIS COURT ORDERS** that the Claims Officers are authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body or other governmental ministry, department or agency, and to take all such steps as are necessary or incidental thereto.

31. **THIS COURT ORDERS** that the Claims Officers, once appointed, are hereby authorized (i) to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Manager's Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of such forms, and (ii) to request any further documentation or other evidence from the Manager, the Defaulting Obligors and/or third parties that may reasonably be required in order to determine the validity of a Manager's Claim, including any defences thereto.

32. **THIS COURT ORDERS** that (i) in carrying out the terms of this Order, the Claims Officers shall have all of the protections given to them by this Order, and as an officer of this Court, including the stay of proceedings in their favour, (ii) the Claims Officers shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, except to the extent that the applicable Claims Officer has acted with gross negligence or willful misconduct, (iii) the Claims Officers shall be entitled to rely on the books and records of the Pride Entities and the Defaulting Obligors, and any information provided by the Manager and the Defaulting Obligors, all without independent investigation, and (iv) the Claims Officers shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information

or in any information provided by any party, except to the extent that the applicable Claims Officer has acted with gross negligence or willful misconduct. Nothing in this Order shall derogate from the protections afforded a Person pursuant to Section 142 of the CJA.

33. **THIS COURT ORDERS** that the Manager shall pay from the proceeds of the Management Property the reasonable professional fees and disbursements of the Claims Officers on presentation and acceptance of invoices from time to time. The Claims Officers shall be entitled to a reasonable retainer against their fees and disbursements, which shall be paid by the Manager upon request by the Claims Officers.

34. **THIS COURT ORDERS** that the Claims Officers shall pass their accounts from time to time, and for this purpose the accounts of the Claims Officers are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

#### **ADJUDICATION OF DISPUTED CLAIMS**

35. **THIS COURT ORDERS** that, following the Response Deadline, the Manager may, in its sole discretion (i) refer the dispute raised in the Notice of Dispute to Mr. McEwen; or (ii) on notice to the disputing Defaulting Obligor, bring a motion to the Court for purpose of determining the dispute. Upon referring a Disputed Claim to the Claims Officers, the Manager shall, as soon as reasonably practicable, file with the applicable Claims Officer a Dispute Package in respect of such Disputed Claim.

36. **THIS COURT ORDERS** that the Manager shall be entitled to abandon any Disputed Claim, without costs, at its sole discretion, provided that the Disputed Claim has not yet been referred to the Claims Officers or the Court.

37. **THIS COURT ORDERS** that the Manager shall provide notice to the applicable Defaulting Obligor as to whether a Disputed Claim has been referred to the Claims Officers or the Court or abandoned, within fifteen (15) Business Days of the Disputed Claim being so referred or abandoned.

38. **THIS COURT ORDERS** that, subject to further order of the Court, the Claims Officer shall determine the validity and amount of each Disputed Claim referred to the Claims Officer. In doing so, the Claims Officer shall be empowered to determine the process by which further evidence may be brought before them, if necessary, as well as any other procedural matters which may arise in respect of the determination of any Disputed Claim, and may provide advice and directions with respect to common issues among Defaulting Obligors.

39. **THIS COURT ORDERS** that any Claims Officer's hearings shall be conducted as determined by the applicable Claims Officer, which may include a hearing by written submission only, in person, or by video conference, and on a consolidated basis or individually. Without limiting the generality of the foregoing, the Claims Officers shall be entitled to decide the Disputed Claims on the basis of the written record contained within the applicable Dispute Package, in their discretion.

40. **THIS COURT ORDERS** that the Claims Officers shall be empowered to make an award of costs against the Defaulting Obligor, having regard for the factors set out in Rule 57.01 of the *Rules of Civil Procedure*, as part of their determination of the Disputed Claims. To the extent a Claims Decision affirms a Manager's Claim, the cost award shall, at minimum, reflect the fees and disbursements incurred by the Claims Officers in determining the validity and amount of a Disputed Claim.

41. **THIS COURT ORDERS** that, following their determination of each Disputed Claim, the Claims Officers shall prepare a Claims Decision, in writing, and provide a copy of same to the Manager and the applicable Defaulting Obligor.

#### **RIGHT OF APPEAL**

42. **THIS COURT ORDERS** that each of the Manager and the Defaulting Obligor shall be entitled to appeal the applicable Claims Decision to the Court by serving upon the other, within the Appeal Period, a notice of appeal returnable on a date to be fixed by this Court.

43. **THIS COURT ORDERS** that if a notice of appeal is not served within such Appeal Period, then the applicable Claims Decision shall be deemed to be final and binding and there shall be no further right of appeal, review or recourse to the Court from the Claims Decision.

44. **THIS COURT ORDERS** that, following the expiry of the Appeal Period, the Manager will seek the direction of the Court regarding the procedure for the hearing of the appeals commenced pursuant to paragraph 42 of this Order. All appeals shall proceed as true appeals on the basis of the record before the Claims Officers, and not as hearings *de novo*. The Claims Officers shall not have any role in the appeal process.

45. **THIS COURT ORDERS** that, to the extent that appeals raise common issues, the Manager may seek to have such appeals consolidated.

46. **THIS COURT ORDERS** that, for clarity, the Manager shall have the power to settle or abandon any of its own appeals brought pursuant to this Order.

## **DEFAULT PROCEEDINGS AND ISSUANCE OF JUDGMENTS FOR UNDEFENDING OBLIGORS**

47. **THIS COURT ORDERS** that any Defaulting Obligor who by the Response Deadline fails to either:

(a) conclude a settlement on the terms set out in the applicable Settlement Offer, or as otherwise agreed by the Manager, in its sole and absolute discretion; or

(b) submit a Notice of Dispute,

shall be deemed to be in default and is an Undefending Defaulting Obligor.

48. **THIS COURT ORDERS** that each Undefending Defaulting Obligor shall be deemed to admit the truth of all allegations of fact made in the applicable Undefended Claim, including the amount(s) owing by them.

49. **THIS COURT ORDERS** that the Manager shall be entitled to omnibus default judgment(s) against the Undefending Defaulting Obligors to be issued by the Court in the amounts set out in the Undefended Claims.

## **ISSUANCE OF JUDGMENTS FOR DEFAULTING OBLIGORS**

50. **THIS COURT ORDERS** that, following the expiry of the Appeal Period, the Manager shall be entitled to omnibus judgment(s) against the applicable Defaulting Obligors in the amounts determined by the Claims Officers, and shall bring a motion to the Court for the purpose of obtaining such omnibus judgment(s).

51. **THIS COURT ORDERS** that the Manager need not provide said Defaulting Obligors with notice of this motion for omnibus judgment(s).

52. **THIS COURT ORDERS AND DECLARES** that the Manager has the authority to exercise TLCC's right to enforce judgment against a Defaulting Obligor.

### **SERVICE AND NOTICES**

53. **THIS COURT ORDERS** that the Manager may, unless otherwise specified by this Order, serve and deliver or cause to be served and delivered this Order, the Claims Package, and any letters, notices or other documents to the Defaulting Obligors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery or email to such Persons or their counsel at the physical or electronic address, as applicable, last shown on the books and records of the Pride Entities or set out in such Defaulting Obligor's Notice of Dispute, if one has been filed. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail or registered mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by email by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

54. **THIS COURT ORDERS** that any notice or communication (including Notices of Dispute) required to be provided or delivered by a Defaulting Obligor to the Manager shall be in writing in substantially the form, if any, provided for in this Order, and will be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

**ALVAREZ & MARSAL CANADA INC.**

**Manager of certain assets of Pride Group Holdings Inc., et al.**

Royal Bank Plaza, South Tower 200 Bay Street, Suite 2900

Toronto, ON M5J 2J1

**Email:** [tpine@alvarezandmarsal.com](mailto:tpine@alvarezandmarsal.com)

Any such notice or communication shall be deemed to be received upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, the next Business Day.

55. **THIS COURT ORDERS** that if during any period in which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices, notifications or other communications sent by ordinary mail or registered mail and then not received shall not, absent further order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or email in accordance with this Order.

56. **THIS COURT ORDERS** that in the event that this Order is later amended by further order of the Court, the Manager and Monitor shall post such further order on the Manager's Website and the Monitor's Website, respectively, and such posting shall constitute adequate notice to all Persons of such amended Order.

57. **THIS COURT ORDERS** that this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*.

58. **THIS COURT ORDERS** that any affected party who seeks to vary or set aside any provision of this Order in accordance with Rule 37.14 of the *Rules of Civil Procedure* must set a hearing date with the Court office, on at least seven (7) days notice to the Manager.

## MISCELLANEOUS

59. **THIS COURT ORDERS** that, to the extent an Obligor is a Defaulting Obligor with respect to some but not all of its obligations, the Obligor shall be treated as a Defaulting Obligor only with respect to the applicable obligations and its rights with respect to other obligations shall otherwise be unaffected by this Order.

60. **THIS COURT ORDERS** that the Manager or the Claims Officers may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions concerning the discharge of their respective powers and duties hereunder or the interpretation or application of this Order, and the Manager may apply to this Court or the Claims Officers for advice and directions concerning common issues applicable to Defaulting Obligors.

61. **THIS COURT ORDERS** that the filing of a jury notice by any Defaulting Obligor is hereby prohibited pursuant to Section 108(3) of the CJA.

62. **THIS COURT ORDERS** that all Defaulting Obligors are required to preserve evidence which they know or ought to know is relevant to a Manager's Claim.

63. **THIS COURT HEREBY REQUESTS** that the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, or abroad, 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.

64. **THIS COURT ORDERS** that the Manager shall 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 purposes of having these proceedings recognized in a jurisdiction outside Canada.

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

66. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.

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")

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**THE MANAGER'S COLLECTION PLAN**

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