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

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**")

MOTION RECORD
(RETURNABLE FEBRUARY 4, 2025)

January 30, 2025

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TO: Service List

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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.

Tab 1

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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**")

NOTICE OF MOTION

Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Manager in the above noted proceedings (the "**Manager**") will make a Motion before the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on February 4, 2025, at 10:00 a.m., or as soon after that time as the Motion can be heard via judicial videoconference at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The Motion is to be heard

[ ] In writing under subrule 37.12.1(1) because it is unopposed;

[ ] In writing as an opposed motion under subrule 37.12.1(4);

[ ] In person;

[ ] By telephone conference;

[X] By video conference.

at zoom link to be provided by the Court.

THE MOTION IS FOR:

1. An order in the form included at Tab 3 of the Manager's Motion Record, among other things,

    (i) abridging the time for service and filing of this Notice of Motion and the Motion Record and dispensing with service thereof on any interested party other than those served within these proceedings;

    (ii) amending the Amended Syndicate Collateral Management Order dated November 1, 2024 to:

        (a) revise the definition of Management Property to include (A) include such assets or interests (regardless of whether such asset or interest is titled to a Pride Entity) as may be turned-over to the Syndicate Lenders (or to the Manager as designee of the Syndicate Lenders) from time to time pursuant to the Recourse Lender Turn-Over Order (including any MCV Turn-Over Resolution), Securitized Asset Turn-Over Order (including any MCV Servicing Agreement), Entitlement Claims Process Order, or other order of the Court; and (B) with the consent of the Manager and the Administrative Agent, such further assets or interests (regardless of whether such asset or interest is titled to a Pride Entity) as may be turned-over to RBC Bilat (or to the Manager as designee of RBC Bilat) from time to time pursuant to the Recourse Lender Turn-Over Order (including any MCV Turn-Over Resolution),

Securitized Assets Turn-Over Order (including any MCV Servicing Agreement), Entitlement Claims Process Order, or other order of the Court (each as defined or referred to below);

(b) confirm the authority of the Manager to sell such additional Management Property free and clear of claims and encumbrances; and

(c) make such other minor amendments as are necessary to incorporate the additional vehicles into the Manager's mandate; and

2. Such further and other relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. On March 27, 2024, the Applicants and the limited partnerships listed on Schedule A hereto (the "**Pride Entities**") were granted protection under the *Companies' Creditors Arrangement Act* ("**CCAA**") pursuant to an initial order of the Ontario Superior Court of Justice (Commercial List) (as subsequently amended, the "**Initial Order**") which, *inter alia*, appointed Ernst & Young Inc. as Court-appointed monitor in these proceedings (the "**Monitor**").

2. On June 14, 2025, the Court granted an Order (the "**Entitlement Claims Process Order**") establishing procedures for the determination of the priority of competing claims against Multiple Collateral Vehicles and granting other related relief.

3. On August 8, 2024, the Court granted an Order (the "**Securitization Assets Turn-Over Order**") authorizing the Pride Entities' to turn-over certain assets to the Securitization Parties and providing for a process to enter into an MCV Servicing Agreement in respect of MCV Assets (each as defined in the Securitization Assets Turn-Over Order).

4. On October 10, 2024, this Court granted an Order (the "**Recourse Lender Turn-Over Order**") providing, *inter alia*, a process to turn-over Remaining Assets to the applicable Recourse Lenders and for such Remaining Assets (each as defined in the Recourse Lender Turn-Over Order) to be sold free and clear from any and all claims and encumbrances.

5. On October 17, 2024, the Court granted an Order, (as amended on November 1, 2024, the "**Syndicate Collateral Management Order**") appointing Alvarez & Marsal Canada Inc. as Manager over certain assets of the Pride Entities and authorizing the Manager to take steps to among other things, collect and dispose of the Management Property in accordance with the Recourse Lender Turn-Over Order.

6. On November 1, 2024, on the motion of Royal Bank of Canada, in its capacity as Bilateral Lender ("**RBC Bilat**"), the Court granted an Order amending the Syndicate Collateral Management Order (the "**Amended Syndicate Collateral Management Order**") expanding the definition of Management Property to authorize the Manager to provide assistance to RBC Bilat.

7. On January 15, 2025, the Court granted the Order (re Approving Turnover Costs and Final Retrieval Deadline, and Authorizing NCI to Sell Remaining Assets) (the

"**Securitization Asset Order**"), providing, among other things, authority for the Pride Entities' sale agent to dispose of assets remaining on the Pride Entities' lots free and clear of all claims and encumbrances and vesting title in such assets to applicable third party purchasers.

8. In the course of resolving disputes with respect to Multiple Collateral Vehicles, the Syndicate Lenders and certain other Financiers (as defined in the Entitlement Claims Process Order), including Securitization Parties, have entered into agreements that provide for the Manager to take possession and dispose of certain Multiple Collateral Vehicles by adding such vehicles to Schedule B of the Amended Syndicate Collateral Management Order. The Multiple Collateral Vehicles at issue are subject to agreements with other Financiers that assert (or previously asserted) interests in the Multiple Collateral Vehicles. In some instances, the applicable Financiers have resolved entitlement pursuant to the agreements; in other instances, the agreement provides for the Manager to liquidate the asset and entitlement remains subject to further Court-order. The Monitor has signed off on each of the agreements regarding Multiple Collateral Vehicles and has agreed to turn-over such vehicles to the Manager for disposition.

9. Notwithstanding the agreements among the parties and the Monitor's consent to amend Schedule B to the Amended Syndicate Collateral Management Order, the definitions in the Amended Syndicate Collateral Management Order explicitly exclude assets to which a Securitization Party has asserted an interest.

10. The Manager seeks to revise the definition of Management Property to capture assets turned over to the Manager that are: (i) Multiple Collateral Vehicles, where the other party asserting an interest is a Securitization Party; or (ii) presently titled in the name of an SPV (as defined in the Securitization Assets Turn-Over Order**)** created for a Securitization Program (as defined in the Securitization Assets Turn-Over Order).

11. After the date of the Manager's appointment, the Manager reviewed title documents necessary to sell the assets and determined that six vehicles turned over to the Manager are in the name of TPine USA Funding III, LLC, a special purpose vehicle created for the purposes of a Securitization Program, for which Versa Finance US Corp. ("**Versa**") acts as custodian. In each instance, Versa has advised the Manager that it does not claim an interest in the six vehicles. The Manager understands that such titles would, in the ordinary course, be transferred back to the applicable Pride Entity in due course.

12. Because the Multiple Collateral Vehicles and the assets tilted to the SPVs are not subject to the Recourse Lender Turn-Over Order, the Manager is seeking vesting language which confirms that the Manager may sell the Management Property free and clear of any claims and encumbrances similar to the language provided for in the Recourse Lender Turn-Over Order and the Securitization Asset Order.

13. Out of an abundance of caution, the Manager therefore seeks this relief *nunc pro tunc* to the date of its appointment to ensure that it has the benefit of all the protections in the Second Amended Collateral Management Order effective as of October 17, 2024.

14. The Manager is unaware of any opposition to the proposed amendment.

15. The provisions of the CCAA, including sections 11 and 36, and the inherent and equitable jurisdiction of this Court.

16. Rules 1.04, 1.05, 2.01, 16 and 37 of the *Rules of Civil Procedure*, RRO 1990, Reg. 194, as amended.

17. Such further and other grounds as the lawyers may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

1. The Motion Record of the Administrative Agent, dated August 2, 2024 and the

2. The Supplementary Motion Record of the Administrative Agent, dated October 16, 2024;

3. The Motion Record of RBC Bilat, dated October 31, 2024;

4. The First Report of the Manager, dated January 30, 2024; and

5. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

Schedule "A"

A. APPLICANTS

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- BISHOP ROAD HOLDING CORP.
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- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

C.ADDITIONAL STAY PARTIES

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- 2500819 ONTARIO INC.

U.S. and Other Additional Stay Parties

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

January 30, 2025

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Lawyers for Alvarez & Marsal Canada Inc., Court-Appointed Manager

TO: Service 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. et al (each, an "Applicant", and collectively, the "Applicants")

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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Lawyers for Alvarez & Marsal Canada Inc., Court-Appointed Manager

Tab 2

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

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

FIRST REPORT OF THE MANAGER
ALVAREZ & MARSAL CANADA INC.

January 30, 2025

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APPENDICES

Appendix "A" – Amended Syndicate Collateral Management Order

Appendix "B" – Correspondence with Versa

1.0 INTRODUCTION

1.1 On March 27, 2024, Pride Group Holdings Inc. and those entities listed as "Applicants" in Schedule **"A"** hereto (collectively, the "**Applicants**" and with the limited partnerships, the "**Pride Entities**") were granted protection under the Companies' Creditors Arrangement Act (the "**CCAA Proceedings**") pursuant to an initial order (as subsequently amended, the "**Initial Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") which, among other things, appointed Ernst & Young Inc. as Monitor (the "**Monitor**").

1.2 To address competing secured claims with respect to certain vehicles owned, leased or operated by the Pride Entities, on June 14, 2025, the Court granted an Order (the "**Entitlement Claims Process Order**") establishing procedures for the determination of the priority of competing claims against Multiple Collateral Vehicles as identified by the Monitor's Database (each as defined in the Entitlement Claims Process Order), and granting other corollary relief.

1.3 On August 8, 2024, the Court granted an Order (the "**Securitized Assets Turn-Over Order**") which provides, among other things, a process to transition and relinquish servicing and other duties under certain securitization programs (the "**Securitization Programs**"), where the outcome of the Monitor's proprietary interest assessment with respect to the applicable securitization funder's (the "**Securitization Party**") ownership entitlement to such assets is favourable, to the Securitization Party.

1.4 On October 10, 2024, the Court granted an Order (the "**Recourse Lender Turn-Over Order**") which provides, among other things, a process to turn-over Remaining Assets (as

defined in the Recourse Lender Turn-Over Order) to the applicable Recourse Lender and for such Remaining Assets to be sold free and clear from any and all Claims or Encumbrances (each as defined in the Recourse Lender Turn-Over Order).

1.5 On October 17, 2024 (the "**Appointment Date**"), Royal Bank of Canada ("**RBC**"), in its capacity as administrative agent (the "**Administrative Agent**") for and on behalf of itself and other lenders party to the Fourth Amended and Restated Credit Agreement dated May 10, 2024 (together, in such capacity, the "**Syndicate Lenders**") sought and obtained an Order (the "**Syndicate Collateral Management Order**") appointing Alvarez & Marsal Canada Inc. ("**A&M**") as Court-appointed collateral manager (the "**Manager**") of the Management Property (as defined herein) and authorizing the Manager to take steps to, among other things, collect and dispose of the Management Property in accordance with the Recourse Lender Turn-Over Order.

1.6 On November 1, 2024, on the motion of Royal Bank of Canada, in its capacity as Bilateral Lender ("**RBC Bilat**"), the Court granted an Order amending the Syndicate Collateral Management Order (the "**Amended Syndicate Collateral Management Order**") expanding the definition of Management Property to authorize the Manager to provide assistance to RBC Bilat. A copy of the Amended Syndicate Collateral Management Order is attached hereto as Appendix "**A**".

2.0 TERMS OF REFERENCE AND DISCLAIMER

2.1 In preparing this report (the "**First Report**"), the Manager has relied upon unaudited financial information, books and records and other documents provided by and discussions with management of the Applicants and the Monitor (the "**Information**").

2.2 The Manager has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Manager has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CASs**") pursuant to the Chartered Professional Accountants Canada Handbook, and accordingly, the Manager expresses no opinion or other form of assurance contemplated under CASs in respect of the Information.

2.3 This First Report has been prepared for the purposes described below and to assist the Court in making a determination of whether to approve the relief sought described below. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Manager will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report different than the provisions of this paragraph.

2.4 Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

2.5 Further information about the CCAA Proceedings, its background and copies of materials filed with the Court are available on the Monitor's website at: https://documentcentre.ey.com/#/detail-engmt?eid=589 (the "**Monitor's Website**").

3.0 PURPOSE

3.1 The purpose of this First Report is to:

(i) support the Manager's motion to amend the Amended Syndicate Collateral Management Order to:

(a) amend the definition of Management Property to:

(A) include such assets or interests (regardless of whether such asset or interest is titled to a Pride Entity) as may be turned-over to the Syndicate Lenders (or to the Manager as designee of the Syndicate Lenders) from time to time pursuant to the Recourse Lender Turn-Over Order (including any MCV Turn-Over Resolution), Securitized Asset Turn-Over Order (including any MCV Servicing Agreement), Entitlement Claims Process Order, or other order of the Court; and

(B) include, with the consent of the Manager and the Administrative Agent, such further assets or interests (regardless of whether such asset or interest is titled to a Pride Entity) as may be turned-over to RBC Bilat (or to the Manager as designee of RBC Bilat) from time to time pursuant to the Recourse Lender Turn-Over Order (including any MCV Turn-Over Resolution), Securitized Asset Turn-Over Order (including any MCV Servicing Agreement), Entitlement Claims Process Order, or other order of the Court;

(b) confirm the authority of the Manager to sell such additional Management Property free and clear of Claims and Encumbrances; and

(c) make such other minor amendments as are necessary to incorporate the additional vehicles into the Manager's mandate; and

(ii) provide an update of the Manager's activities since the Appointment Date.

4.0 PROPOSED AMENDMENTS TO MANAGEMENT PROPERTY

4.1 Capitalized terms used and not otherwise defined in this section have meanings ascribed thereto in the Amended Syndicate Collateral Management Order.

4.2 The Amended Syndicate Collateral Management Order provides that A&M is appointed Manager over certain assets of the Pride Entities ("**Management Property**"), including:

(i) all Remaining Assets to be turned-over to the Syndicate Lenders (the "**Syndicate Assets**") upon payment by the Syndicate Lenders of their Liquidity Contribution pursuant to the Recourse Lender Turn-Over Order, which shall include those Remaining Assets identified by vehicle identification number ("**VIN**") in Schedule "B" to the Amended Syndicate Collateral Management Order;

(ii) 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 the Amended Syndicate Collateral Management Order shall be posted on the Monitor's Website; and

(iii) the Remaining Assets to be turned-over to RBC Bilat (the "**RBC Bilat Assets**") upon payment by RBC Bilat of its Liquidity Contribution pursuant to the Recourse

Lender Turn-Over Order, which RBC Bilat Assets are identified by VIN in Schedule "D" to the Amended Syndicate Collateral Management Order, and with the consent of the Manager and the Administrative Agent, such further RBC Bilat Assets as may be turned-over to RBC Bilat 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 "D" to the Amended Syndicate Collateral Management Order shall be posted on the Monitor's Website.

4.3 Since the issuance of the Recourse Lender Turn-Over Order, the Syndicate Lenders have worked to resolve disputes with respect to Multiple Collateral Vehicles, including with other Recourse Lenders and Securitization Parties, and have entered into agreements ("**MCV Resolution Agreements**") that provide for the Manager to take possession and dispose of certain Multiple Collateral Vehicles by adding such vehicles to Schedule "B" to the Amended Syndicate Collateral Management Order. Together, the MCV Resolution Agreements contemplate the Manager taking possession of 342 Multiple Collateral Vehicles.

4.4 The MCV Resolution Agreements provide for: (i) final resolution in respect of 217 Multiple Collateral Vehicles where entitlement determination has been reached as between the Syndicate Lenders and the relevant counterparty, and (ii) the process for disposition of 125 Multiple Collateral Vehicles where entitlement remains subject to further Court order. In each case, the MCV Resolution Agreements require the addition of the applicable VINs to Schedule B to the Amended Syndicate Collateral Management Order.

4.5 The definition of Management Property is currently limited to Remaining Assets, which excludes assets where a Securitization Party has asserted an interest. Without the proposed amendment, there may be potential confusion regarding the scope of the Management Property, even if Schedule B is amended pursuant to the MCV Resolution Agreements. The proposed amendment will allow the Manager to exercise all necessary powers over the Management Property identified in the MCV Resolution Agreements.

4.6 Further, the Manager recently learned that six vehicles turned over to the Manager are titled in the name of TPine USA Funding III, LLC, a special purpose vehicle created for the purposes of a Securitization Program, for which Versa Finance US Corp. ("**Versa**") acts as custodian. The Manager has confirmed with Versa that it does not claim an interest in these six vehicles. A copy of the email confirmation from Versa is attached as Appendix "**B**". The Manager has also been advised by the Pride Entities that such vehicles will be retitled in the name of the applicable Pride Entity in due course.

4.7 As such, the Manager is seeking approval to amend the definition of Management Property to include any additional vehicles (including Multiple Collateral Vehicles involving a Securitization Party) regardless of whether such asset or interest is titled to a Pride Entity that may be turned over to the Syndicate Lenders or RBC Bilat (or to the Manager as designee of the Syndicate Lenders or RBC Bilat) from time to time pursuant to the Recourse Lender Turn-Over Order (including any MCV Turn-Over Resolution), Securitized Asset Turn-Over Order (including any MCV Servicing Agreement), Entitlement Claims Process Order, or other order of the Court.

4.8 Out of an abundance of caution, the Manager seeks this relief *nunc pro tunc* to the Appointment Date to ensure that it has the benefit of all the protections in the Amended Syndicate Collateral Management Order effective as of October 17, 2024.

4.9 In addition, the Manager is seeking vesting language which confirms that the Manager may sell the Management Property free and clear of any Claims and Encumbrances. The language requested is substantially similar to the language provided for the Recourse Lender Turn-Over Order and Order (re Approving Turnover Costs and Final Retrieval Deadline, and Authorizing NCI to Sell Remaining Assets) granted by this Court on January 15, 2025, authorizing the Pride Entities' sale agent to sell certain assets located on the Pride Entities' property.

4.10 The Manager respectfully recommends that the Court approve the proposed amendments to the Amended Syndicate Collateral Management Order for the following reasons:

(i) the Monitor has reviewed each of the MCV Resolution Agreements and has agreed to turn-over such Multiple Collateral Vehicles to the Manager for disposition where applicable;

(ii) the Manager has exercised due care in retrieving vehicles made available for turn-over and has worked diligently to confirm title and interest with the Monitor and the Pride Entities prior to monetization; and

(iii) the Manager is unaware of any opposition to the proposed amendment.

5.0 MANAGER UPDATES

5.1 On October 16, 2024, the Syndicate Lenders funded approximately $18.7 million to the Monitor to satisfy the Liquidity Contribution required by the Recourse Lender Turn-Over Order, representing $6,984 per VIN for 2,681 VINs, based on VIN lists prepared by the Monitor that estimated the number of VINs available for turn-over. Similarly, on October 29, 2024, RBC Bilat funded approximately $440,000 to the Monitor to satisfy its Liquidity Contribution, representing $6,984 per VIN for 63 VINs.

5.2 As detailed below, the Manager has been provided with turn-over information to collect vehicles or transition lease servicing of 2,414 Remaining Assets to date (2,354 Syndicate Assets and 60 RBC Bilat Assets), or 330 VINs (327 Syndicate Assets and 3 RBC Bilat Assets) fewer than indicated on the VIN lists used by the Monitor to calculate the Liquidity Contribution required by the Syndicate Lenders and RBC Bilat, in aggregate. At a rate of $6,984 per VIN, this represents overcontributions of approximately $2.3 million and $21,000 by the Syndicate Lenders and RBC Bilat, respectively.

5.3 While there have been challenges encountered during the turn-over of Management Property, the Manager has vigilantly complied with the prescribed timeframes to retrieve Management Property and has responded in a timely fashion to periodic updates in turn-over information provided by the Pride Entities and the Monitor.

5.4 In instances where turn-over information was not provided by the Pride Entities with sufficient and reasonable lead time in the context of the prescribed timeframes, the Manager pre-arranged with the Monitor an extension of turn-over deadlines appropriate in

the circumstances. Such limited extensions were agreed to by the Monitor and timelines were adhered to by the Manager.

5.5 At present, the Manager has significant outstanding requests made to the Pride Entities and the Monitor in respect of the assets that have been transitioned to the Manager, including but not limited to: (i) payment of lease collections held by the Pride Entities in connection with the Management Property; and (ii) documentation required, including copies of leases and titles, in the possession of the Pride Entities.

5.6 Since the Appointment Date, the Manager has:

(i) retrieved 592[1] vehicles from Pride Entities' lots and coordinated with the Pride Entities and the Monitor in respect of title transfer and sales tax reporting for monetized vehicles;

(ii) facilitated the turn-over of 1,662 leases to Integrated Financial Technologies Inc., the replacement lease servicer engaged by the Manager;

(iii) received payment from the Pride Entities or the Monitor in respect of 160 VINs, representing Management Property sold or otherwise realized on during these CCAA Proceedings by the Applicants; and

[1] This number excludes three units that have been turned-over to the Manager which the Monitor has subsequently marked as "Under Review for Correction" per an updated Monitor's Database as of December 11, 2024.

(iv) transitioned 189 Multiple Collateral Vehicles,[2] including 47 vehicles and 142 leases. The Manager has also received sale proceeds for 29 Multiple Collateral Vehicles.[3]

5.7 The Monitor has notified the Manager that approximately 600 VINs (including 154 specifically financed VINs with an outstanding principal balance of approximately $17.4 million) listed in the Monitor's Database as subject to the Syndicate Lenders' priority claim are no longer in the Pride Entities' possession due to reasons including, but not limited to: (i) Pride Entities selling such vehicles prior to the CCAA Proceedings without remitting proceeds to the Syndicate Lenders, where required; (ii) Pride Entities never purchasing vehicles which were specifically financed by the Syndicate Lenders; and (iii) Pride Entities' customers' leases were cancelled or bought out, but proceeds were not repaid to the Syndicate Lenders, where required. Over 100 of the VINs confirmed to be no longer in the Pride Entities' possession were included in the VIN lists used by the Monitor to calculate the Syndicate Lenders' Liquidity Contribution.

5.8 In addition, as at the date of this First Report, approximately 200 VINs listed on Schedule "B" (Syndicate Assets) to the Amended Syndicate Collateral Management Order have not been made available to the Manager or included on the turn-over list, without any explanation (the "**Missing VINs**"). It is unclear to what extent the Missing VINs are not available for reasons similar to those outlined in section 5.7.

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[2] An additional 124 Multiple Collateral Vehicles remain to be transitioned to the Manager, of which turn-over information for 111 VINs has been provided and such vehicles are to be transitioned imminently. Turn-over information for 13 VINs is still outstanding.

[3] References to the quantum of Multiple Collateral Vehicles in this First Report include both VINs to which entitlement has been resolved and those which remain subject to a further entitlement resolution.

5.9 The Manager intends to continue to work cooperatively with the Monitor and Pride Entities to locate the Missing VINs and transition Management Property with the associated necessary documentation.

6.0 CONCLUSIONS AND RECOMMENDATIONS

6.1 Based on the foregoing, the Manager respectfully requests that the Court make an order granting the relief sought in the Manager's Notice of Motion and as described in section 3.0 of this First Report.

All of which is respectfully submitted to the Court this 30th day of January, 2025.

Alvarez & Marsal Canada Inc.,
in its capacity as Court-Appointer Manager over
certain property of Pride Group Holdings Inc. and certain affiliates
and not in its personal or corporate capacity.

Per: _____
Douglas McIntosh
President

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.

APPENDIX “A”

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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	FRIDAY, THE 1ST
	)	
JUSTICE OSBORNE	)	DAY OF NOVEMBER, 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**")

AMENDED SYNDICATE COLLATERAL MANAGEMENT ORDER

THIS MOTION made by Royal Bank of Canada, in its capacity as Bilateral Lender ("**RBC Bilat**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion of RBC Bilat dated October 31, 2024 for certain amendments to the Syndicate Collateral Management Order dated October 17, 2024, the Motion Record of 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), 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 RBC Bilat, the Manager, 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 Adriana Gasparini, sworn October 31, 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;

(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;

(c) the Remaining Assets (the "**RBC Bilat Assets**") to be turned-over to RBC Bilat upon payment by RBC Bilat of its Liquidity Contribution pursuant to the Recourse Lender Turn-Over Order, which RBC Bilat Assets are identified by VIN in Schedule "D" to this Order; and

(d) with the consent of the Manager and the Administrative Agent, such further RBC Bilat Assets as may be turned-over to RBC Bilat 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 "D" 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 and RBC Bilat (solely in respect of the RBC Bilat Assets), 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, PCVs, and RBC Bilat Assets) shall be distributed to the Administrative Agent;

(b) proceeds from the RBC Bilat Assets (excluding Multiple Collateral Vehicles and PCVs) shall be distributed to the RBC Bilat;

(c) 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

(d) 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 other than the Manager's Charge, 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 Manager 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

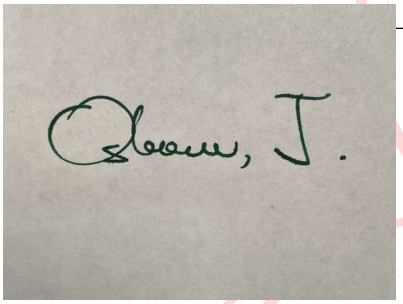
33. THIS COURT ORDERS that the Manager is not a "receiver" as defined in Part XI of the BIA and shall therefore not be required to comply with the reporting obligations set out therein.

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.



Digitally signed by Osborne J.
Date: 2024.11.01 15:19:57 -04'00'

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

VINs Specifically Financed by the Syndicate:

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4V4NC9EH8NN603356
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1M1AN4GY4NM030630
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UMAU2OP5
UMAU2OP2.5
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UMAUSUD1010
UMAUSUD10125
UMAUSUD1015
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UMAUSUD1020
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UMAUSUD1080
UMAUSUD1085
UMAUSUD1090
UMAUSUD1100
UMAUSUD1105
UMAUSUD1110
LIFSSADC
TRUFUSE0400H
LIFSSBCD
LIFSSLC
LIFSSTP
LIFSSFLY
LIFSSLR
LIFSSXX7002
LIFSSXX50001
LIFSSXX4002
LIFHSFFWSSC

LIFHDLHRL
LIFOIB
LIFODB
LIFOBWS
LIFBWGHF
LIFFWFB
LIFSADB
LIFSUB
LIFPLCALF
LIFFWAC
LIFBWBE
LIFSCDLR
LIFSSM
UMAUKBPU10
UMAUKBPU15
UMAUKBPU20
UMAUKBPU50
UMAUKBPU60
UMAUKBPU70
UMAUKBPU80
LIFSOWT
LIFFWDR2
LIFDCB016
LIFSMSSCORE
LIFSMSSADD
LIFSMSSACT
LIFHSOB100604
PO1OB7
HAMIBHXHL
POW68
POW404
HAMIB49CE
LIFSBBR
LIFHDTMAB
LIFFWDR3
UMAU2D1005
UMAU2D1007.5
UMAU2D1010
UMAU2D1015
UMAU2D1017.5
UMAU2D1020
UMAU2D10225
UMAU2D1025
UMAU2D1030

UMAU2D1035
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UMAU2D1045
UMAU2D1050
UMAU2D1055
UMAU2D1012.5
UMAUCBP25
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UMAUCBP45
MNJCNNMCANFMAN10
MB88EN0ANV0GG0L
MB890N0AN00GG0L
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DJJAAA00AN00EA2U
S.NO20211215
1GRAA0625CD441698
3AKJGLDR3HSHD8200
3AKJGLDR9HSGP6385

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 Amended Syndicate Collateral Management Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 17th day of October, 2024, as amended from time to time (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:

SCHEDULE "D"
RBC BILAT ASSETS

INVENTORY
3AKJHHDR5MSMR6449
3AKJHHDR4MSMR6491
1XKYD49X0PJ264956
1XKYD49X1PJ264948
1XKYD49X9PJ264955
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3AKJHHDR8MSMR6445

LEASES
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3AKJHHDR3MSMR3811
3HSDZAPR1NN443572
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LEASES
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3HSDZAPR3NN443573
3AKJHHDR6NSNA6371
1UYVS2538N3476518

APPENDIX “B”

From: Nick Kristo <NickK@versabank.com>
Sent: Tuesday, December 31, 2024 8:48 AM
To: Mike Dixon; Mann, Esther
Cc: Saad Inam; David Thoms
Subject: RE: Pride - 6 VINs

⚠ **[EXTERNAL EMAIL]: Use Caution**

Esther

We have reviewed the list of six VINs that you have sent to our legal counsel listed below.

1UYVS2530FU186317
1XPBDP9X5PD850505
LJRR53268C6000639
1FUJGLFG1JLJS9623
3AKJGLDR9HSHR5425
3AKJHHDR8JSJJ0599

I can confirm we do not have an interest in those six VINs.

Regards

Nick

Nick Kristo
Senior Vice President
Versabank

From: R. Brendan Bissell <bbissell@reconllp.com>
Sent: Monday, December 30, 2024 3:41 PM
To: Nick Kristo <NickK@versabank.com>; Mike Dixon <MikeD@versabank.com>
Cc: Saad Inam <saadi@versabank.com>; David Thoms <DThoms@versabank.com>; Caitlin Fell <cfell@reconllp.com>
Subject: FW: Pride - 6 VINs

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Nike & Mike: We received the email below from the lawyers for Alvarez & Marsal as the "Manager" appointed by the bank syndicate to deal with their collateral. They are asking about six VIN's noted below and whether Versa claims any interest in them.

I've asked and have been told that it would be perfectly fine for anyone at Versa to contact Esther at A&M (she was cc'd on the email below) to discuss this sort of thing the same way you have been dealing with EY and Pride previously.

Let us know if you have any questions or need help on this?

Regards,
Brendan

RECON
RECONSTRUCT LLP

R. Brendan Bissell
Partner
T |416.613.0066
C |416-992-4979
E |bbissell@reconllp.com

Reconstruct LLP | Restructuring and Litigation Lawyers
120 Adelaide Street West | Suite 2500 |Toronto ON M5H 1T1

From: Levine, Natalie <nlevine@cassels.com>
Sent: Monday, December 30, 2024 2:42 PM
To: R. Brendan Bissell <bbissell@reconllp.com>; Caitlin Fell <cfell@reconllp.com>
Cc: Kukulowicz, R. Shayne <skukulowicz@cassels.com>; Esther Mann (esther.mann@alvarezandmarsal.com) <esther.mann@alvarezandmarsal.com>
Subject: Pride - 6 VINs

Hi Brendan and Caitlin-

Hope you are having a nice holiday break.

Shayne and I are acting for A&M as Manager in connection with the Pride CCAA proceedings.

The company and the Monitor have turned over 6 VINs to the Manager that are registered to Tpine USA Funding III, LLC. We understand that this may be an entity related to your client Versafinance US Corp. The 6 VINs they have turned over to the Manager are listed below. Are you able to advise whether your client is claiming an ownership interest in these VINs? We did not see an interest asserted in the Monitor's database so there may be an error in the paperwork or an update that was not processed.

I've copied Esther on this email because she knows more about this than anyone and can probably help answer any questions.

Thanks
Natalie

1UYVS2530FU186317
1XPBDP9X5PD850505
LJRR53268C6000639
1FUJGLFG1JLJS9623
3AKJGLDR9HSHR5425
3AKJHHDR8JSJJ0599

Cassels

NATALIE E. LEVINE *(she/her/hers)*
Partner
t: +1 416 860 6568
m: +1 416 786 1552
e: nlevine@cassels.com

Cassels Brock & Blackwell LLP | **cassels.com**
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON Canada M5H 0B4 Canada
Services provided through a professional corporation

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

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

FIRST REPORT OF THE MANAGER
ALVAREZ & MARSAL CANADA INC.

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance Street
Toronto, ON M5H 0B4

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skukulowicz@cassels.com

Natalie E. Levine LSO#: 64908K
Tel: 416.860.6568
nlevine@cassels.com

Eva-Louise A. A. Hyderman LSO#: 90084W
Tel: 416.860.2920
ehyderman@cassels.com

Lawyers for Alvarez & Marsal Canada Inc., Court-Appointed Manager

Tab 3

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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 4TH
	)	
JUSTICE OSBORNE	)	DAY OF FEBRUARY, 2025

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

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

SECOND AMENDED SYNDICATE COLLATERAL MANAGEMENT ORDER

THIS MOTION made by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Manager (the "**Manager**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion of the Manager dated January 30, 2025 for certain amendments to the Amended Syndicate Collateral Management Order dated November 1, 2024, the Motion of Royal Bank of Canada in its capacity as Bilateral Lender ("**RBC Bilat**") dated October 31, 2024 for certain amendments to the Syndicate Collateral Management Order dated October 17, 2024, the Motion Record of 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 without security, of the Management

Property (as defined below), 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 Manager, 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 Eva-Louise A. A. Hyderman, sworn January 30, 2025 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**"), the Order (re: Turn-Over of Securitized Assets) of this Court dated August 8, 2024 in these proceedings (the "**Securitized Asset Turn-Over 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**");

(b) such further Remaining Assets and any other assets or interests (regardless of whether such asset or interest is titled to a Pride Entity) as may be turned-over to the Syndicate Lenders (or to the Manager as designee of the Syndicate Lenders) from time to time pursuant to the Recourse Lender Turn-Over Order (including any MCV Turn-Over Resolution), Securitized Asset Turn-Over Order (including any MCV Servicing Agreement), Entitlement Claims Process Order, or other order of the Court (the "**Additional Assets**"), which Additional Assets and Immediate Turn-Over Assets are identified by vehicle identification number ("**VIN**") on Schedule "B" hereto and which may be supplemented from time to time, in which case an updated Schedule "B" to this Order shall be posted on the Monitor's Website;

(c) the Remaining Assets (the "**RBC Bilat Assets**") to be turned-over to RBC Bilat upon payment by RBC Bilat of its Liquidity Contribution pursuant to the Recourse Lender Turn-Over Order, which RBC Bilat Assets are identified by VIN in Schedule "D" to this Order; and

(d) with the consent of the Manager and the Administrative Agent, such further assets or interests (regardless of whether such asset or interest is titled to a Pride Entity) as may be turned-over to RBC Bilat (or to the Manager as designee of RBC Bilat) from time to time pursuant to the Recourse Lender Turn-Over Order (including any MCV Turn-Over Resolution), Securitized Asset Turn-Over Order (including any MCV Servicing Agreement), Entitlement Claims Process Order, or other order of the Court, and in such case, an updated Schedule "D" 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 or any other order of the Court 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 and RBC Bilat (solely in respect of the RBC Bilat Assets), 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.

6A. THIS COURT ORDERS that from and after the date on which assets or interests become Management Property the Manager shall be authorized and empowered to market for sale and sell Management Property in accordance with the terms of this Order, the Recourse Lender Turn-Over Order, and the Sale Agreement and Sale Approval Order granted October 17, 2024 in these proceedings and that upon the closing of any sale by the Manager to a purchaser of any such assets (the "**Sold Assets**"), all of the rights, title and interest of the Pride Entities, the Securitization

Parties, any party claiming an interest in a Multiple Collateral Vehicle,[1] and any other interested party in and to the Sold Assets shall vest absolutely in the purchaser, free and clear of and from any and all legal, beneficial or other ownership interests, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other Order of this Court in these proceedings (including the CCAA Charges); 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 system (all of which are collectively referred to as the "**Encumbrances**"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Sold Assets are hereby expunged and discharged as against such Sold Assets, and the Manager is hereby authorized to file such discharges with the applicable personal property registry to give effect to this paragraph, if necessary.

7. THIS COURT ORDERS that the Manager shall (i) with respect to trucks, trailers or other motor vehicles identified by VIN constituting Management Property, 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 any vehicle leases, financial or related assets constituting Management Property, 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; provided, however, that where any asset or interest constituting Management Property is not titled

[1] For purposes of this Order, "Multiple Collateral Vehicle" refers to an asset to which entitlement has not yet been determined.

to the Pride Entities, the Manager shall remit any applicable sales taxes as advised by the party to whom the Management Property is titled or as directed by the Court.

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, PCVs, and RBC Bilat Assets) shall be distributed to the Administrative Agent;

(b) proceeds from the RBC Bilat Assets (excluding Multiple Collateral Vehicles and PCVs) shall be distributed to the RBC Bilat;

(c) 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

(d) 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 October 17, 2024 or thereafter 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 other than the Manager's Charge, 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 Manager 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.

33. THIS COURT ORDERS that the amendments to the Amended Syndicate Collateral Management Order shall be effective *nunc pro tunc* to the date of the Manager's appointment.

GENERAL

34. 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.

35. 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.

36. 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.

37. 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 ASSETS AND ADDITIONAL ASSETS

Schedule B - Immediate Turn-Over Assets

VINs Specifically Financed by the Syndicate:

527SR5325PL030413
527SR5327PL030414
527SR5322PL030417
5YJ3E1EB2NF241145
5YJSA1E52NF485735
5YJSA1E54NF485736
7SAYGDEE2PF587441
3HSDZAPR4RN450358
3HSDZAPR5RN450367
3HSDZAPR7RN450368
3HSDZAPR5RN450370
3HSDZAPR2RN450374
5V8VC5325RT407277
5V8VC5324RT407299
5V8VC5326RT407319
1XPBD49X9MD763233
1FUJHHDR6NLMW8608
1FUJHHDR6NLMW7474
1FUJHHDR4NLMW8610
1FUJHHDR9KLKA2491
3AKJHHDR5LSKW9115
3AKJHHDR2NSNG6079
4V4NC9EH1PN320333
4V4NC9EH0PN320338
1XKYDP9X5KJ996834
1UYVS2537P7917826
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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 Amended Syndicate Collateral Management Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 17th day of October, 2024, as amended from time to time (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:

SCHEDULE "D"
RBC BILAT ASSETS

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

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

SECOND AMENDED SYNDICATE COLLATERAL MANAGEMENT ORDER

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Lawyers for Alvarez & Marsal Canada Inc., Court-Appointed Manager

Tab 4

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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	~~FRIDAY~~TUESDAY, THE ~~1ST~~4TH
	)	
JUSTICE OSBORNE	)	DAY OF ~~NOVEMBER~~FEBRUARY, ~~2024~~2025

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

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

SECOND AMENDED SYNDICATE COLLATERAL MANAGEMENT ORDER

THIS MOTION made by ~~Royal Bank of Canada~~Alvarez & Marsal Canada Inc., in its capacity as ~~Bilateral Lender ("**RBC Bilat~~~~**~~Court-appointed Manager (the "**Manager**"),~~~~ was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion of the Manager dated January 30, 2025 for certain amendments to the Amended Syndicate Collateral Management Order dated November 1, 2024, the Motion of Royal Bank of Canada in its capacity as Bilateral Lender ("**RBC Bilat**") dated October 31, 2024 for certain amendments to the Syndicate Collateral Management Order dated October 17, 2024, the Motion Record of 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), 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 ~~RBC Bilat,~~ the Manager, 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 ~~Adriana Gasparini, sworn October 31, 2024~~Eva-Louise A. A. Hyderman, sworn January 30, 2025 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**"), the Order (re: Turn-Over of Securitized Assets) of this Court dated August 8, 2024 in these proceedings (the "**Securitized Asset Turn-Over 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;

(b) such further Remaining Assets and any other assets or interests (regardless of whether such asset or interest is titled to a Pride Entity) as may be turned-over to the Syndicate Lenders (or to the Manager as designee of the Syndicate Lenders) from time to time pursuant to the Recourse Lender Turn-Over Order (including any MCV Turn-Over Resolution), Securitized Asset Turn-Over Order (including any MCV Servicing Agreement), Entitlement Claims Process Order, or other order of the Court, and in such (the "**Additional Assets**"), which Additional Assets and Immediate Turn-Over Assets are identified by vehicle identification number ("**VIN**") on Schedule "B" hereto and which may be supplemented from time to time, in which case, an updated Schedule "B" to this Order shall be posted on the Monitor's Website;

(c) the Remaining Assets (the "**RBC Bilat Assets**") to be turned-over to RBC Bilat upon payment by RBC Bilat of its Liquidity Contribution pursuant to the Recourse Lender Turn-Over Order, which RBC Bilat Assets are identified by VIN in Schedule "D" to this Order; and

(d) with the consent of the Manager and the Administrative Agent, such further RBC Bilat Assetsassets or interests (regardless of whether such asset or interest is titled to a Pride Entity) as may be turned-over to RBC Bilat (or to the Manager as designee of RBC Bilat) from time to time pursuant to the Recourse Lender Turn-Over Order (including any MCV Turn-Over Resolution), Securitized Asset Turn-Over Order (including any MCV

Servicing Agreement), Entitlement Claims Process Order, or other order of the Court, and in such case, an updated Schedule "D" 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 or any other order of the Court 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 and RBC Bilat (solely in respect of the RBC Bilat Assets), 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.

6A. THIS COURT ORDERS that from and after the date on which assets or interests become Management Property the Manager shall be authorized and empowered to market for sale and sell Management Property in accordance with the terms of this Order, the Recourse Lender Turn-Over Order, and the Sale Agreement and Sale Approval Order granted October 17, 2024 in these proceedings and that upon the closing of any sale by the Manager to a purchaser of any such assets (the "**Sold Assets**"), all of the rights, title and interest of the Pride Entities, the Securitization Parties, any party claiming an interest in a Multiple Collateral Vehicle,[1] and any other interested party in and to the Sold Assets shall vest absolutely in the purchaser, free and clear of and from any and all legal, beneficial or other ownership interests, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other Order of this Court in these proceedings (including the CCAA Charges); 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 system (all of which are collectively referred to as the "**Encumbrances**"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Sold Assets are hereby expunged and discharged as against such Sold Assets, and the Manager is hereby authorized to file such discharges with the applicable personal property registry to give effect to this paragraph, if necessary.

7. THIS COURT ORDERS that the Manager shall (i) with respect to ~~Inventory~~trucks, trailers or other motor vehicles identified by VIN constituting Management Property, 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

[1] For purposes of this Order, "Multiple Collateral Vehicle" refers to an asset to which entitlement has not yet been determined.

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~~any vehicle leases, financial or related assets constituting Management Property, 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~~.~~; provided, however, that where any asset or interest constituting Management Property is not titled to the Pride Entities, the Manager shall remit any applicable sales taxes as advised by the party to whom the Management Property is titled or as directed by the Court.

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, PCVs, and RBC Bilat Assets) shall be distributed to the Administrative Agent;

(b) proceeds from the RBC Bilat Assets (excluding Multiple Collateral Vehicles and PCVs) shall be distributed to the RBC Bilat;

(c) 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

(d) 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~~October 17, 2024 or thereafter 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 other than the Manager's Charge, 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 Manager 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.

33. THIS COURT ORDERS that the amendments to the Amended Syndicate Collateral Management Order shall be effective *nunc pro tunc* to the date of the Manager's appointment.

GENERAL

34. ~~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.

35. ~~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.

36. ~~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.

37. ~~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.

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~~ASSETS AND ADDITIONAL ASSETS

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 Amended Syndicate Collateral Management Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 17th day of October, 2024, as amended from time to time (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:

SCHEDULE "D"
ROYAL BANK OF CANADA REMAINING ASSETS

INVENTORY
3AKJHHDR5MSMR6449
3AKJHHDR4MSMR6491
1XKYD49X0PJ264956
1XKYD49X1PJ264948
1XKYD49X9PJ264955
1XKYD49X7NJ489906
1XKYD49X0NJ101012
3AKJHHDR8NSNA1351
3HSDZAPR7NN566180
3HSDZAPR3PN424959
1UYVS2532M3389325
3AKJHHDR4MSMR6426
3AKJHHDR8MSMR6445
1XKYD49X8PJ264963

LEASES
3AKJHHDR6MSMR6430
4V4NC9EH3KN211056
3AKJHHDR3MSMR3811
3HSDZAPR1NN443572
3AKJHHDR2LSKU2115
1JJV532B4ML233236
3AKJHHDR8MSMR6459
3AKJHHDR4MSMR6460
3AKJHHDR6MSMR6461
3AKJHHDR1MSMR6478
3AKJHHDR2MSMR6442
3AKJHHDR7MSMR6419
3AKJHHDR8MSMR3822
3AKJHHDR1MSMR6481
1UYVS2532M2236109
4V4NC9EH6MN235998
4V4NC9EH9MN236000
3AKJHHDR1MSMR6433
1UYVS2534M2236113
3AKJHHDR3MSMR6479
3AKJHHDR6MSMR6489

LEASES
3AKJHHDRXMSMR6432
3AKJHHDR1MSMR6447
3AKJHHDR4MSMR6488
1XKYD49X2NJ489912
3AKJHHDR0NSNA6365
1XKYD49X6NJ479139
3AKJHHDR8NSNB3788
3UTVS2536N8474912
1UYVS2533N7501821
1XKYDP9X6PJ239674
1UYFS2480P5775302
1XPBD49X8PD864400
3AKJHHDR8MSMR6428
1XKYDP9X7LJ360515
3AKJHHDR8LSKX0369
3AKJHHDR7MSMR6484
1FUJHHDR4MLMD4418
3AKJHHDR8MSMR6493
3AKJHHDR9MSMR6437
3AKJHHDR0MSMR6441
3AKJHHDR5MSMR6435
3AKJHHDR5MSMF0826
3H3V532C1LT275029
3UTVS2534N8474911
3HSDZAPR3NN443573
3AKJHHDR6NSNA6371
1UYVS2538N3476518

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

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

SECOND AMENDED SYNDICATE COLLATERAL MANAGEMENT ORDER

[Link-to-previous setting changed from off in original to on in modified.].

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ehyderman@cassels.com

Lawyers for Alvarez & Marsal Canada Inc.,
Court-Appointed Manager

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

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

MOTION RECORD OF THE MANAGER ALVAREZ & MARSAL CANADA INC.

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