

**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 NOVEMBER 20, 2025)**

November 10, 2025

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Appointed Manager

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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.
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- 13184633 CANADA INC.
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- 177A STREET SURREY HOLDING INC.
- 52 STREET EDMONTON HOLDING INC.
- 84 ST SE CALGARY HOLDINGS INC.
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- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
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- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
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- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
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- 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

- 2500819 ONTARIO INC.

U.S. and Other Additional Stay Parties

- PERGOLA HOLDINGS, CORP.

Tab 1

**ONTARIO
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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 November 20, 2025, at 11:00 a.m., or as soon after that time as the Motion can be heard.

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;
- ☒ By video conference.

at a Zoom link to be provided by the Court.

THE MOTION IS FOR:

1. An order in respect of certain leases vehicles (the “**I-Way Turn-Over Order**”):
 - (i) directing 2834021 Ontario Inc., I-Way Transport Inc., I-Way Logistics Inc., Wings Freightway Inc., and Balwant Singh Samra (collectively, the “**I-Way Parties**”) to turn-over possession of the I-Way Leased Vehicles (as defined below) and the New Tires (as defined below) to the Manager forthwith and to fully cooperate with the Manager to facilitate such orderly transfer; and
 - (ii) awarding the costs of this motion as against the I-Way Parties; and
2. An order in respect of the Manager’s fees and activities (the “**Ancillary Order**”):
 - (i) approving the First Report of the Manager dated January 30, 2025 (the “**First Report**”), and the Second Report of the Manager dated November 10, 2025, (the “**Second Report**” and together with the First Report, the “**Reports**”) and the activities and the conduct of the Manager set out therein;
 - (ii) approving the fees and expenses of the Manager and its legal counsel, Cassels Brock & Blackwell LLP, as set out in the Second Report, and the affidavits attached thereto; and
3. Such further and other relief as to this Honourable Court may deem just and in each case in the forms included at Tabs 4 and 5 of the Manager’s Motion Record.

THE GROUNDS FOR THE MOTION ARE:

Background

4. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Second Report.
5. 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* (the “**CCAA**”) pursuant to an initial order of the Ontario Superior Court of Justice (Commercial List) which, *inter alia*, appointed Ernst & Young Inc. as Court-appointed monitor in these proceedings (the “**Monitor**”).
6. 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 (including Inventory and Leasebooks) to the applicable Recourse Lenders (as identified by the Monitor pursuant to the prior orders) and for such Remaining Assets to be sold free and clear from any and all Claims and Encumbrances (each as defined in the Recourse Lender Turn-Over Order).
7. On October 17, 2024, the Court granted an Order (as amended on November 1, 2024, and February 4, 2025, the “**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 (as defined in the Collateral Management Order) in accordance with the Recourse Lender Turn-Over Order on behalf of the Agent and the Syndicate

Lenders. The Collateral Management Order amendments, among other things, expanded the definition of Management Property to provide assistance to Royal Bank of Canada, in its capacity as Bilateral Lender and to clarify the Manager's powers to sell Management Property free and clear of all Claims and Encumbrances.

8. The Collateral Management Order also authorized the Manager to make distributions of the proceeds from the sale of Management Property in accordance with the terms of the Collateral Management Order.
9. The Second Report sets out in detail the efforts and challenges that the Manager had to deal with to retrieve and realise upon the Management Property, including the I-Way Leased Vehicles (as defined below).

Lease Transition Issues

10. Pursuant to the Recourse Lender Turn-Over Order and the Collateral Management Order, TPine Leasing Capital Corporation ("**TPine**") has turned over Management Property Leasebooks to the Manager. Although the relevant leases remain in TPine's name, the Manager administers the leases and related assets through IFT. The Court-ordered mandate of the Manager includes the administration of leases for hundreds of vehicles.
11. The transitioned TPine leases include 20 leases covering a total of 47 vehicles (the "**I-Way Leased Vehicles**") with one or more of Wings Freightway Inc., I-Way Transport Inc., and 2834021 Ontario Inc. (the "**I-Way Lessees**", each lease agreement being an "**I-Way Lease**"). The companies share a registered office, have the same directors and

in some cases, have cross-guaranteed the I-Way Leases as detailed in the Second Report.

12. Tpine filed PPSA registrations in respect of the I-Way Leases against the I-Way Lessees.
13. Notwithstanding requests by IFT and the Manager, the I-Way Lessees have not paid the amounts due under the I-Way Leases and not cooperated in the return of the I-Way Leased Vehicles. The I-Way Lessees are in default for non-payment. In many cases arrears have accrued for over 250 days. Meanwhile, the I-Way Lessees remain in control of the I-Way Leased Vehicles and have continued to benefit from their use, and in some cases as noted below, to strip them for parts. As of October 31, 2025, the amount of unpaid arrears under the I-Way Leases is approximately \$1.6 million excluding accrued interest on unpaid amounts and future amounts owing under the leases.
14. Between February and September 2025, IFT, acting on behalf of the Manager, made numerous attempts to contact the I-Way Lessees concerning their delinquent accounts. IFT has similarly sought to repossess the I-Way Leased Vehicles through its bailiff network.
15. The I-Way Lessees have not cooperated and in fact have delayed or obfuscated collection efforts by, among other things, providing and relying upon unsigned documents unrelated to the Management Property as the basis for the refusal to pay, delaying responses to simple questions, and making litigation threats against the

Manager in an attempt to slow or prevent the Manager or its agents from recovering the I-Way Leased Vehicles. In addition, the I-Way Lessees have been requesting work on certain of the I-Way Leased Vehicles and then abandoning said vehicles at repair shops with outstanding invoices. While counsel to the I-Way Parties identified 25 I-Way Leased Vehicles as “available for pick up” on October 31, 2025, upon further diligence, the Manager learned that the 25 units were located at repair shops that refused to release the units without resolving unpaid invoices. As of the date of the Second Report, the Manager has received invoices totalling over \$300,000, exclusive of ongoing fees accruing associated with storage of the vehicles. At least five of the 25 I-Way Leased Vehicles in question had recently received new tires (such tires, the “**New Tires**”) on credit. The I-Way Parties appear to have taken the New Tires off the vehicles prior to making the I-Way Leased Vehicles “available for pick-up”.

16. The Manager is seeking the I-Way Turn-Over Order directing the I-Way Parties to turn-over the I-Way Leased Vehicles and the New Tires to the Manager and fully cooperate with the Manager in facilitating an orderly retrieval of this Management Property. Immediate repossession is necessary to allow the Manager to preserve the remaining resale value of the I-Way Leased Vehicles.
17. Consistent with the Manager’s powers under paragraph 5(i) of the Collateral Management Order, the Manager intends to commence separate proceedings against the I-Way Parties for recovery of monetary amounts owing by the I-Ways Parties under the I-Way Leases, including for any damage or diminution in value resulting from the actions of the I-Way Parties. The repossession of the I-Way Leased Vehicles and the

New Tires will be without prejudice to the Manager's claims for damages and any defences the I-Way Parties may wish to assert in such litigation.

Approval of the Manager's Report and Activities

18. The Manager's activities are set out in detail in the Reports and the appendices thereto.
19. The Manager has acted reasonably and prudently and has properly discharged the Manager's activities in good faith as described in the Reports, and it is appropriate to approve the Manager's activities described therein.

Approval of the Manager's Fees and Disbursements

20. The Manager and its counsel additionally seek approval of their fees and disbursements as set out in the Second Report, and the affidavits attached thereto. The fees and disbursements are reasonable in the circumstances and have been validly incurred.
21. The Manager and its counsel have maintained appropriately detailed records of their professional costs and time. The fees and disbursements charged by the Manager and its counsel are consistent with market professional rates for significant commercial restructuring matters.

Other

22. The provisions of the CCAA, including section 11, and the inherent and equitable jurisdiction of this Court.
23. Rules 1.04, 1.05, 2.01, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, RRO 1990, Reg. 194, as amended.
24. Such further and other grounds as the lawyers may advise and this Honourable Court may permit.

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

25. The First Report of the Manager, dated January 30, 2025;
26. The Second Report of the Manager, dated November 10, 2025; and
27. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

Schedule “A”

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November 10, 2025

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AND TO: **Vishwanths & Kumar Professional Corporation**, 197 Country Court Blvd,
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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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SCHEDULES

Schedule “A” – CCAA Applicants; Limited Partnerships and Additional Stay Parties

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 592¹ 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.

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”

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

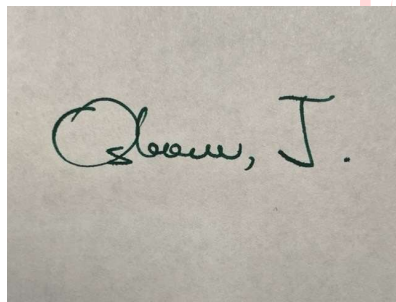
33. THIS COURT ORDERS that the Manager is not a “receiver” as defined in Part XI of the BIA and shall therefore not be required to comply with the reporting obligations set out therein.

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.

A rectangular box containing a handwritten signature in dark ink. The signature appears to be "Osborne, J." written in a cursive style.

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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527SR5327PL030414
527SR5322PL030417
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LIFSSLR
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LIFSSXX4002
LIFHSFFWSSC

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LIFODB
LIFOBWS
LIFBWGHF
LIFFWFB
LIFSADB
LIFSUB
LIFPLCALF
LIFFWAC
LIFBWBE
LIFSCDLR
LIFSSM
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UMAUKBPU20
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UMAUKBPU60
UMAUKBPU70
UMAUKBPU80
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LIFDCB016
LIFSMSSCORE
LIFSMSSADD
LIFSMSSACT
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PO1OB7
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POW68
POW404
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LIFHDTMAB
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UMAUCBP45
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MB890N0AN00GG0L
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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
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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



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



NATALIE E. LEVINE *(she/her/hers)*

Partner

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m: +1 416 786 1552

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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

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Tel: 416.860.2920
ehyderman@cassels.com

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

Tab 3

**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**")

**SECOND REPORT OF THE MANAGER
ALVAREZ & MARSAL CANADA INC.**

November 10, 2025

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SCHEDULES

Schedule “A” – CCAA Applicants; Limited Partnerships and Additional Stay Parties

APPENDICES

Appendix “A” – Second Amended Collateral Management Order

Appendix “B” – Request for Information and Response (without Schedules)

Appendix “C” – A&M Fee Affidavit

Appendix “D” – Cassels Fee Affidavit

Appendix “E” – I-Way Lease Summary

Appendix “F” – I-Way Lease Samples

Appendix “G” – Sample VK Letter

Appendix “H” – August 19 and 21, 2025 VK Law email and Unsigned PFS Agreement

Appendix “I” – September 24, 2025 through October 2, 2025 I-Way Correspondence

Appendix “J” – October 30, 2025 VK Law correspondence purporting to turn-over

Appendix “K” – Summary of I-Way Leased Vehicle repair shop invoices

Appendix “L” – Complete repair shop invoices

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**” or “**Pride**”) 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, 2024, 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 in the Monitor’s Database (each as defined in the Entitlement Claims Process Order), and granting other corollary relief. Pursuant to the Initial Order and the Entitlement Claims Process Order, the Monitor issued the Eleventh Report of the Monitor dated August 2, 2024, which provided the Monitor’s best view of the validity and priority of security interests of the various secured creditors.
- 1.3 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 (including Inventory and Leasebooks) to the applicable Recourse Lender (as identified by the Monitor pursuant to the prior orders) 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).

- 1.4 On October 17, 2024 (the “**Appointment Date**”), the Court granted an Order (the “**Collateral Management Order**”) appointing Alvarez & Marsal Canada Inc. as Court-appointed collateral manager (the “**Manager**”) over the Management Property (as defined in the Collateral Management Order) 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 on behalf of the Royal Bank of Canada in its capacity as administrative agent (“**Syndicate 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**”).
- 1.5 On November 1, 2024, on the motion of Royal Bank of Canada, in its capacity as Bilateral Lender (“**RBC Bilat**” and together with the Syndicate Lenders, the “**Lenders**”), the Court granted an Order amending the Collateral Management Order (the “**Amended Collateral Management Order**”) expanding the definition of Management Property to authorize the Manager to provide assistance to RBC Bilat in respect of its collateral.
- 1.6 On February 4, 2025, on the motion of the Manager, the Court granted an Order amending the Amended Collateral Management Order (the “**Second Amended Collateral Management Order**”) expanding the definition of Management Property to 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 Lenders (or to the Manager as designee) from time to time

pursuant to orders of the Court. A copy of the Second Amended Collateral Management Order is attached hereto as **Appendix “A”**.

- 1.7 The Manager previously served and filed with this Court the First Report of the Manager dated January 30, 2025 (the “**First Report**”). 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>.

2.0 TERMS OF REFERENCE AND DISCLAIMER

- 2.1 In preparing this report (the “**Second Report**”), the Manager has relied upon unaudited financial information, books and records and other documents provided by and discussions with management of the Pride and the Monitor, as well as on information and reports provided by consultants, agents, and other third-party service providers engaged by the Manager (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 Second 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 Second 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 Second Report different than the provisions of this paragraph.

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

3.0 PURPOSE

3.1 The purpose of this Second Report is to provide the Court with information and, where applicable, the Manager's views on:

- (i) the status of managing and realizing on Management Property;
- (ii) the activities of the Manager;
- (iii) the Manager's activities remaining to conclude and bring these proceedings to an end (the "**Remaining Activities**");
- (iv) the receipts and disbursements of the Manager for the period of October 17, 2024 to October 22, 2025;
- (v) the Manager's motion for two orders:
 - (a) an order in respect of certain leased vehicles (the "**I-Way Turn-Over Order**");

1. directing 2834021 Ontario Inc., I-Way Transport Inc., I-Way Logistics Inc., Wings Freightway Inc., and Balwant Singh Samra (collectively, the “**I-Way Parties**”) to turn-over possession of the I-Way Leased Vehicles (as defined below) and the New Tires (as defined below) to the Manager forthwith and to fully cooperate with the Manager to facilitate such orderly transfer; and
 2. awarding costs of the Manager’s Motion for the I-Way Turn-Over Order as against the I-Way Parties, and
- (b) an order in respect of the Manager’s fees and activities (the “**Ancillary Order**”):
1. approving the First Report and this Second Report (collectively, the “**Manager’s Reports**”), and the activities and conduct of the Manager including as described herein; and
 2. approving the fees and disbursements of the Manager and its counsel, Cassels Brock & Blackwell LLP (“**Cassels**”), for the periods identified in the Ancillary Order; and
- (vi) the Manager’s conclusions and recommendations in connection with the foregoing, where applicable.

4.0 MANAGER UPDATES

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

Turn-over

4.2 Since the Appointment Date, the Manager has:

- (i) retrieved approximately 750 vehicles from Pride Entities' lots and third party locations;
- (ii) facilitated the turn-over of approximately 1,900 Leasebooks to Integrated Financial Technologies Inc. ("IFT"), the replacement lease servicer engaged by the Manager; and
- (iii) received payment from the Pride Entities or the Monitor in respect of approximately 250 VINs, representing Management Property sold or otherwise realized upon during the CCAA Proceedings by the Applicants.

4.3 As noted in the First Report, the Manager has vigilantly complied with the prescribed timeframes under the Recourse Lender Turn-Over Order to retrieve Management Property and has responded promptly to updates in turn-over information provided by the Pride Entities and the Monitor.

4.4 Despite this compliance, in several instances the Pride Entities did not provide turn-over information until after the deadlines set out in the Recourse Lender Turn-Over Order (the "**Turn-Over Outside Dates**"). Examples include:

- (i) non-Multiple Collateral Vehicles made available for pickup only after December 24, 2024 and January 17, 2025, well past the inventory Turn-Over Outside Date of December 17, 2024; and
- (ii) despite extensive follow-up by the Manager, only partial information for the first round of Leasebook turn-overs was provided in the form of lease data tapes on November 6, 2024, just nine days prior to the Turn-Over Outside Date of November 15, 2024. Critical information required by IFT for lease servicing was not made available until December 16, 2024. Furthermore, approximately 300 additional Leasebooks were identified and provided by the Pride Entities for transition between January and September 2025.

4.5 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, and such limited extensions were agreed to by the Monitor and adhered to by the Manager.

Title Diligence

4.6 Where possible, the Manager has taken steps to confirm the Pride Entities' ownership of Management Property prior to realization, including reviewing ownership documents provided by Pride. However, a number of supporting ownership documents provided by the Pride Entities were outdated, and the Manager subsequently determined that the assets were not owned by Pride. As a result, the Manager had to devote significant time and effort to reverse sale transactions already put in place and/or return the Inventory or Leasebook to the appropriate party.

- 4.7 To date, the Manager has identified approximately 40 assets that were turned-over by the Pride Entities in error, including: (i) vehicles that should have been turned-over to other financiers in accordance with the Recourse Lender Turn-Over Order; (ii) vehicles not owned by Pride; (iii) leases retained on Pride's books despite the fact that the underlying vehicles were never purchased by Pride; and (iv) leases that had already been bought out by lessees, where the proceeds were not remitted to the Syndicate Lenders nor reported by Pride.
- 4.8 Pride has been unable to provide title or other ownership documentation for several hundred assets turned over. Where Pride was able to produce documents, they often took several months to provide. Without such documentation, the Manager could not verify Pride's ownership of the assets turned over. To address Pride's record deficiencies, the Manager has submitted over 900 information requests to government authorities in Canada and the United States to verify ownership records. This process can take several months depending on the jurisdiction. As a result, the Manager has been substantially delayed in both sales¹ and repossession efforts, neither of which could be conducted without such verification, and has consequently been forced to bear significantly increased professional fees and holding costs associated with the unverified Management Property, to the detriment of stakeholders. As of the date of this Second Report, ownership confirmation for over 100 VINs remains outstanding.
- 4.9 In 13 instances, where the Pride Entities were unable to provide ownership documents or identify the U.S. state in which the vehicles had been registered, the Manager's only option

¹ Other than as described below at paragraph 4.9.

was to rely on a notarized statement from the Pride Entities attesting to their ownership of the assets. In one such instance, a vehicle subject to a sworn statement was subsequently determined to be a stolen unit not owned by the Pride Entities and the sale transaction needed to be reversed.

Lien Discharges

- 4.10 The Second Amended Collateral Management Order authorizes the Manager to convey Management Property free and clear of any Claims and Encumbrances. In preparing to sell Management Property, the Manager has identified numerous stale-dated PPSA registrations and liens under provincial or state legislation equivalent to the *Repair and Storage Liens Act* (Ontario) (“RSLA”) on Management Property. The Manager has incurred additional costs to attempt to verify and resolve third party liens related to Pride’s deficient records.
- 4.11 For vehicles registered to a Canadian-incorporated Pride Entity, upon the sale of Management Property, the Manager instructed Cassels to conduct lien searches in Ontario and the jurisdiction in which the property was retrieved, and to discharge any liens identified. The Manager also directed Cassels to discharge any other liens known to the Manager. A Canada-wide PPSA search was not undertaken due to cost considerations.
- 4.12 Consistent with the Amended and Restated Lien Discharge Order dated December 13, 2024, when an RSLA lien is identified, 105% of the claimed amount is deposited with the Monitor for review by Pride and the Monitor. To date, approximately \$90,000 has been deposited with the Monitor. Where a third-party lien is identified, the Manager and Cassels have contacted the lienholder to request proof of their interest.

- 4.13 For vehicles titled to a U.S.-incorporated Pride Entity, liens are typically recorded directly on the asset's physical title; accordingly, a nationwide lien search has not been performed. However, the Manager understands that mechanics and repairers may also file UCC registrations against the debtor or with a local Department of Motor Vehicles, and that identifying such filings is a costly and cumbersome exercise and as such has not been undertaken at this time.
- 4.14 The Manager understands that certain other lenders, as well as Nations Capital, LLC, are facing similar challenges. At the request of the Manager and certain other financiers, the Pride Entities and the Monitor have agreed to consider implementing a claims process to address third party liens and to verify their validity in a coordinated manner. Pending implementation of such a process, the Manager will continue to withhold appropriate amounts to address identified potential claims.

Vehicle Sales

- 4.15 In October 2024, the Manager engaged five dealerships across Canada (the “**Dealership Network**”) to monetize vehicles located in Canada on a consignment basis. The Manager selected this approach in order to achieve a more controlled and value-maximizing disposition process. The Manager determined that consignment could improve value when compared to an auction process by: (i) leveraging the Dealership Network's expertise to develop tailored marketing strategies for each vehicle; (ii) avoiding the stigma associated with a liquidation sale; and (iii) utilizing the Dealership Network's ability to provide post-sale customer service and in certain cases, customer financing.

- 4.16 Remarketing proposals prepared by the Dealership Network are reviewed on a vehicle-by-vehicle basis in consultation with the Lenders and an appraiser engaged by the Manager, Century Services Corp. (“**Century**”).
- 4.17 To date, approximately 525 or 85% of the vehicles located in Canada have been sold, generating net proceeds of approximately \$34.8 million. The Manager continues to work with the Dealership Network to monetize the remaining Management Property and anticipates that the balance of the vehicles will be sold within the next two-to-three months.
- 4.18 In May 2025, a dispute arose between the Manager and Ryson Equipment Sales ULC (“**Ryson**”) – one of the dealers within the Dealership Network – regarding the calculation of payments owing under the dealer agreement. Ryson, the Manager and certain related parties entered into a confidential settlement agreement to resolve the dispute.
- 4.19 Approximately 130 VINs were turned over in the U.S. These units were geographically dispersed and accordingly, the Manager determined that engaging local dealerships would not have been an efficient means of monetizing the U.S. vehicles. Therefore, on October 30, 2024, the Manager engaged Tiger Capital Group, LLC (“**Tiger**”) to assist in conducting auction sales of the U.S. vehicles. Tiger was selected for its expertise and experience in assisting with insolvency matters. In total, Tiger conducted four auctions and successfully sold all vehicles located in the U.S., generating net proceeds of US\$4.3 million.
- 4.20 A significant portion of the vehicles transitioned to the Manager in both Canada and the U.S. were in poor condition. According to the Dealership Network and Tiger, this is attributable, at least in part, to Pride’s failure to properly maintain the vehicles, as well as the cannibalization of parts and deterioration of the vehicles due to prolonged storage prior

to turn-over, all of which had a substantial adverse impact on the net realized or realizable value of the vehicles, to the detriment of the stakeholders.

Lease Servicing

4.21 On December 19, 2024, IFT completed the transition of approximately 1,600 Leasebooks made available as of that date and assumed servicing responsibilities from the Pride Entities. Between January and September 2025, approximately 300 additional Leasebooks were made available by Pride and the Monitor and subsequently transitioned to IFT for servicing.

4.22 The transition of lease servicing from Pride to IFT uncovered several critical deficiencies:

- (i) the default rate on the Management Property leases was significantly higher than previously reported by the Monitor because many leases in default were not included in the Monitor's reporting. IFT reported a default rate of approximately 55% as at turn-over, compared to approximately 40% reflected in the Monitor's prior lease reporting;
- (ii) Pride failed to repossess vehicles related to approximately 650 leases that were delinquent,² on average, for approximately one year at the time of turn-over, with the related accounts receivable accruing prior to and during the CCAA Proceedings. To date, IFT has successfully repossessed approximately 90 of the vehicles subject to such leases and continues efforts to recover the remaining Management Property related to defaulted leases, which unfortunately remain substantial;

² Leases are considered delinquent if the associated accounts receivable is aged over 90 days.

- (iii) Pride failed to recover at least 50 leased vehicles abandoned by lessees at repair shops or towing companies, both prior to and during the CCAA Proceedings. Instead of taking prompt action to secure possession and preserve value, Pride left the vehicles on third party lots, incurring substantial storage charges and, in some cases, damage from long term inactivity. In many instances, because of the time elapsed, the combined storage, towing, and repair costs required to recover the vehicles exceeded their current value. Accordingly, the Manager had no viable option other than to abandon such vehicles; and
- (iv) according to IFT, Pride's books and records relating to the lease portfolio have been poorly maintained, with missing or outdated customer contact information.

4.23 As at October 22, 2025, IFT had collected approximately \$23.5 million in lease proceeds and bailiffs have initiated repossession efforts for approximately 875 vehicles, of which 150³ vehicles have been successfully seized and repossessions for the balance are pending.

4.24 IFT arranges for repossessed assets to be transported to Ritchie Bros. Auctioneers ("**Ritchie**") for auction. Pursuant to the authority granted in the Collateral Manager Order and the Recourse Lender Turn-Over Order, Ritchie auctions the repossessed assets free and clear of any liens registered against the repossessed asset. Ritchie serves as the auctioneer for several creditors involved in these CCAA Proceedings and is well-versed in the challenges concerning titles and liens relating to the Pride vehicles.

³ Includes approximately 90 vehicles that were associated with accounts that were delinquent at the time of turn-over referred to in section 4.22(ii).

Missing VINs

- 4.25 As of the date of this Second Report, approximately 830 VINs identified as being subject to the Syndicate Lenders' priority claim and reported by the Monitor as "on Pride's records" as at July 31, 2024 had not been made available to the Manager (the "**Missing VINs**"). The Missing VINs include approximately 170 VINs specifically financed by the Syndicate Lenders with an outstanding principal balance of approximately \$17.5 million.
- 4.26 Based on information provided by the Monitor and the Pride Entities, of the 830 Missing VINs:
- (i) approximately 200 of these VINs were included in error, due to issues such as typographical errors (i.e. the VIN listed does not exist) and the inadvertent inclusion of assets not associated with a VIN;
 - (ii) approximately 500 VINs are no longer in the possession of the Pride Entities for reasons attributed by the Pride Entities to include, but not be limited to: (a) the sale of such vehicles by the Pride Entities prior to the commencement of the CCAA Proceedings without remitting proceeds to the Syndicate Lenders, where required; (b) the Pride Entities never having purchased vehicles that were specifically financed by the Syndicate Lenders⁴; and (c) the cancellation or buyout of customers' leases by the Pride Entities without repayment of proceeds to the Syndicate Lenders, where required; and

⁴ According to the Syndicate Agent, Pride had confirmed that the vehicles in question had been purchased at the time of financing.

(iii) the Monitor has not yet been able to determine why the Pride Entities are unable to locate and turn-over approximately 130 VINs.

4.27 On November 7, 2024, Cassels sent a letter to the Monitor and the Pride Entities (the “**Request for Information**”) requesting information regarding, among other matters, the Missing VINs. The letter included a request for supporting documents such as bills of sale, proof of lease payouts, and other transaction-level records as evidence of the assertions concerning the Missing VINs made above.

4.28 On November 28, 2024, Thornton Grout Finnigan LLP (“**TGF**”), counsel to the Pride Entities, responded to the Request for Information with a list of reasons, compiled with the assistance of the Monitor, setting out the Pride Entities’ position on why certain Missing VINs could not be turned over. No supporting documentation or accounting of proceeds from any Missing VINs was provided. Copies of the Request for Information and TGF’s response are attached hereto as **Appendix “B”**.

4.29 The Manager is concerned about, among other things, the: (i) significant number of assets that cannot be located, despite being on Pride’s records as of July 31, 2024; (ii) the failure to provide documentation and accounting to demonstrate that assets asserted to have been sold prior to the CCAA Proceedings were subject to bona fide transactions to third parties conducted at fair value; and (iii) given the passage of time, the risk that the ongoing wind-down of the Pride Entities will result in the loss of knowledge regarding the whereabouts of the Missing VINs.

4.30 The Manager’s concerns are heightened by the fact that as recently as September 2025, after repeated inquiries from the Lenders, Pride acknowledged that additional Management

Property was located on a former Pride lot that is now in the hands of the purchaser of the Pride Group Logistics Ltd (“PGL”) assets. Notably, these units had previously been reported by Pride as not in its possession. The vehicles were subject to lease agreements between RBC Bilat and PGL. The Manager understands that neither the Monitor nor Pride has yet responded to RBC Bilat’s demands for payment of outstanding lease arrears arising from the use of these vehicles from the commencement of the CCAA Proceedings up to the date of turn-over.

- 4.31 The Manager has repeatedly requested that the Monitor and Pride address the Missing VINs, including identifying instances where ownership search results conflict with explanations provided by Pride. Despite these efforts, and the significant amount of time elapsed, requested documentation with respect to substantially all Missing VINs has not been provided by Pride or the Monitor.
- 4.32 Following an in-person meeting with the Monitor on August 7, 2025, the Manager sent follow-up emails regarding the outstanding requests, reiterating the importance of obtaining supporting documentation and asking that such concerns be taken into account when determining documentation preservation measures. While the Monitor has acknowledged the Manager’s requests and undertook to provide a response, no such information has been delivered to date.
- 4.33 The Manager has been in discussions with the Monitor regarding the wind-down of the Pride Entities. The Manager understands that the principal remaining activities of the Pride Entities involving Management Property require Pride and/or the Monitor, as applicable and without limitation, to:

- (i) provide responses with regard to the Missing VINs and missing documentation;
- (ii) conduct a claims process to settle any RSLA or similar liens;
- (iii) register the Pride Entities with certain provinces to properly remit PST. At present, the Manager has set aside PST collected in respect of Management Property, as the Pride Entities have not yet registered as a remitting party; and
- (iv) remit and account for any proceeds from the disposition of vehicles and lease collections related to Management Property that are held by the Pride Entities or in the Monitor's trust accounts.

5.0 MANAGER'S EFFORTS TO RECOVER I-WAY LEASED VEHICLES

Lease Transition and I-Way Defaults

- 5.1 Pursuant to the Recourse Lender Turn-Over Order and the Second Amended Collateral Management Order, TPine Leasing Capital Corporation ("TPine") turned-over Management Property Leasebooks to the Manager. Although the relevant leases remain in TPine's name, the Manager administers the leases and related assets through IFT. The Court-ordered mandate of the Manager includes the administration of leases for hundreds of vehicles.
- 5.2 Notwithstanding the efforts of IFT and the Manager, certain lessees have not paid the amounts due under the leases, nor have they cooperated in the return of the leased vehicles.

In many cases, the lessees have refused to pay any amounts but continue to use the leased vehicles. One such example are leases involving the I-Way Parties.

- 5.3 The transitioned TPine leases include 20 leases covering a total of 47 VINs with a group of companies including Wings Freightway Inc., I-Way Transport Inc., and 2834021 Ontario Inc. (the “**I-Way Lessees**”, each lease agreement being an “**I-Way Lease**”). The companies share a registered office, have the same directors and in some cases, have cross guaranteed the leases. The I-Way Leases and applicable VINs are detailed in **Appendix “E”** (the “**I-Way Leased Vehicles**”). Pride registered PPSA financing statements against each of the I-Way Leased Vehicles.
- 5.4 The I-Way Leases are materially the same. A sample I-Way Lease along with related schedules, guarantees and transaction documents from each of the I-Way Lessees is attached hereto as **Appendix “F”**. Upon any lessee default, the I-Way Leases entitle the lessor to repossess the I-Way Leased Vehicles, terminate the leases, and accelerate unpaid amounts due and to become due during the term, to be immediately due and payable. The leases provide that the I-Way Lessees do not have any rights, title or interest in the I-Way Leased Vehicles until the I-Way Lease expires and they repay all amounts owing under the relevant lease.
- 5.5 The I-Way Lessees are in default for non-payment. In many cases arrears have accrued for over 250 days. Meanwhile, the I-Way Lessees remain in control of, and accordingly have continued to benefit from the use of many of the I-Way Leased Vehicles. As of October 31, 2025, the amount of unpaid arrears under the I-Way Leases was approximately \$1.6

million excluding accrued interest on unpaid amounts and future amounts owing under the leases (which have been accelerated as further described below).

Recovery Attempts and VK Law Correspondence

- 5.6 Between February and September 2025, IFT made numerous attempts to contact the I-Way Lessees concerning their delinquent accounts. IFT also sought to repossess the I-Way Leased Vehicles through its bailiff network.
- 5.7 By letters dated between April 14, 2025, and July 17, 2025, IFT formally demanded payment from the I-Way Lessees in respect of the arrears under the I-Way Leases.
- 5.8 In August 2025, the Manager received 45 letters, one for each I-Way Leased Vehicle, from legal counsel for the I-Way Lessees, Vishwanths & Kumar Professional Corporation (“**VK Law**”). The letters from VK Law (the “**VK Letters**”) demanded that IFT cease repossession efforts and requested the Manager provide documentation evidencing the Manager’s and IFT’s legal authority to demand payment of arrears. The VK Letters were substantially the same, and a sample is attached hereto as **Appendix “G”**.
- 5.9 Subsequent to issuing the 45 letters, the I-Way Lessees issued correspondence dated August 19, 2025 and August 21, 2025 that asserted that TPine has a “positive obligation” to provide a new truck “annually, save where demonstrable issues of availability arise” and that the Pride Entities are obligated to maintain the existing trucks. The I-Way Lessees allege that TPine has defaulted on both obligations and such breaches entitle them to set-off the damages as against the arrears owing under the I-Way Leases. VK Law attempted to support these allegations by providing an unsigned agreement (the “**Unsigned PFS**”).

Agreement”) dated March 2, 2022, between one of the I-Way Lessees and Pride Fleet Solutions Inc. The emails dated August 19, 2025 and August 21, 2025 as well as the Unsigned PFS Agreement are attached hereto as **Appendix “H”**.

- 5.10 The Unsigned PFS Agreement concerns a VIN that is not part of the Management Property and refers to a Pride Entity that is not party to the I-Way Leases. The allegations regarding set-offs or other rights are inconsistent with the terms of the I-Way Leases. Each I-Way Lease contains an ‘entire agreement’ clause and a ‘no set-off’ provision. Similarly, each I-Way Lease provides that vehicle maintenance is the sole responsibility of the relevant I-Way Lessee.
- 5.11 The Manager unsuccessfully attempted to resolve these issues with VK Law through September and October 2025, in many cases through without prejudice correspondence. Concurrently, IFT continued to make efforts to collect the arrears and recover the I-Way Leased Vehicles. On September 23, 2025, a bailiff retained by IFT successfully recovered one I-Way Leased Vehicle in Manitoba.
- 5.12 On September 24, 2025, VK Law delivered a letter threatening to sue for trespass if further recovery attempts were made, requesting IFT cease recovery and repossession efforts, and disputing the arrears. By way of a letter dated September 26, 2025, Cassels advised that the Manager would continue all recovery efforts and would be bringing a motion for the return of all I-Way Leased Vehicles unless a satisfactory turn-over was agreed to by September 30, 2025.

- 5.13 In correspondence on September 30, 2025, VK Law continued to demand documents already provided, but also proposed a turn-over protocol which required that the Manager cease enforcement actions by its bailiffs and other agents.
- 5.14 In a letter dated October 2, 2025, the Manager confirmed that it would agree to pause repossession efforts and accept an orderly turn-over of the I-Way Leased Vehicles, provided the I-Way Leased Vehicles were made available by no later than October 9, 2025, and such a turn-over would be without prejudice to the Manager's rights to recover outstanding amounts owed under the I-Way Leases. The correspondence between Cassels and VK Law occurring between September 24, 2025 and October 2, 2025, are attached hereto as **Appendix "I"**. The I-Way Leased Vehicles were not made available for turn-over by October 9, 2025.
- 5.15 On October 30, 2025, counsel to the Manager wrote to VK Law informing the I-Way Parties of the Manager's scheduled November 20, 2025 hearing date and shared the proposed I-Way Turn-Over Order. VK Law responded at 4:30pm that evening providing the Manager a list of 25 units "available for pickup" on October 31, 2025, with the remaining units to be made available by November 7, 2025. VK Law's response and appending schedule listing the 25 units is attached hereto as **Appendix "J"**.
- 5.16 The 25 units were not available for pickup as they were located at repair shops that refused to release the units without resolving unpaid invoices. As of the date of this Second Report, the Manager has received invoices totalling over \$300,000, exclusive of ongoing fees accruing associated with storage of the vehicles. The invoices from the repair shops are

summarized in the table attached hereto as **Appendix “K”**, with all repair shop invoices attached as **Appendix “L”**.

- 5.17 Upon further diligence, the Manager has learned that at least five of the 25 I-Way Leased Vehicles made “available for pick up” had recently installed new tires (such tires being, the “**New Tires**”). The unpaid costs allegedly benefit from a RSLA lien over the I-Way Leased Vehicles. The repair shops informed the Manager that approximately one week prior to October 31, 2025, the vehicles were dropped off at the same repair shops by the I-Way Parties, without the New Tires. The repair shops are now requesting payment from the Manager for the New Tires (which are no longer on the vehicles) and other work before releasing the I-Way Leased Vehicles.
- 5.18 On November 3, 2025, counsel to the Manager again wrote to VK Law expressing concerns that the 25 trucks identified as “available for pick up” were, in fact, located at third-party repair shops and subject to repair liens. The Manager had not authorized any repairs and requested immediate particulars regarding the timing of drop-offs, the nature of the work performed, the identity of the authorizing party, and all related documentation. The Manager also requested that similar particulars be provided for the remaining trucks expected to be disclosed by November 7, 2025. VK Law did not respond.
- 5.19 On November 5, 2025 and November 6, 2025, counsel to the Manager wrote to VK Law providing copies of the invoices obtained from certain of the repair shops where the 25 trucks identified as “available for pick up” were located. Counsel to the Manager requested whether the work reflected in the invoices had been authorized by the I-Way Parties or VK Law and sought the particulars previously requested on November 3, 2025. In response,

VK Law advised that the communication had been forwarded to their clients and that they were awaiting response. No response was received.

5.20 The Manager and its agents have visited the repair shops to assess the condition of the vehicles and are in the process of determining whether the value of the vehicles warrants immediate payment of the invoices with a view of facilitating immediate turn-over, notwithstanding that the Manager had not approved the repairs. To date, two of the 25 vehicles have been retrieved by the Manager, with associated invoices paid.

5.21 The replacement of the vehicle's New Tires with old tires materially impacts the value of the I-Way Leased Vehicles involved. As part of the I-Way Turn-Over Order, the Manager is seeking the turn-over of the New Tires, which, along with the vehicles they were previously attached to, constitute Management Property.

Next Steps Necessary for I-Way Leased Vehicle Recovery

5.22 To fulfil its Court-ordered mandate, the Manager requires immediate access to the I-Way Leased Vehicles and New Tires to avoid further diminution of value and to maximize the recovery for the benefit of stakeholders. Accordingly, the Manager is of the view that the I-Way Turn-Over Order is necessary and appropriate in all these circumstances.

5.23 In addition to the recovery of the vehicles under the I-Way Leases, the Manager intends to commence proceedings for damages against the I-Way Parties. In accordance with TPine's rights under the I-Way Leases the Manager gave notice on October 14, 2025 and October 15, 2025 that it was exercising the right to demand future payments, meaning that the full amount owing is now approximately \$8.1 million, comprising of arrears and accelerated

amounts owing to the end of the lease terms. The Manager intends to claim for the arrears, accelerated amounts to end of term, accrued interest and enforcement charges recoverable under the I-Way Leases, including for any damage or diminution in value resulting from the bad faith acts of the I-Way Parties. The I-Way Parties' payment defenses may be asserted in such litigation.

6.0 RECEIPTS AND DISBURSEMENTS

6.1 The receipts and disbursements of the Manager for the period October 17, 2024, to October 22, 2025 (the "**Reporting Period**"), is set out below:

CAD \$000's	
Receipts	
Sales Receipts	48,096
Lease Collections	23,501
Proceeds from The Monitor	8,379
Deposit Interest	222
Other	341
Total Receipts	\$80,539
Disbursements	
Professional Fees	(6,181)
Tax Remittance	(4,171)
Insurance	(1,627)
Lease Servicing Costs	(1,283)
Payments to Dealer Network	(642)
Other	(287)
Total Disbursements	(\$14,190)
Interim Distributions	(\$55,600)
Ending Cash as at October 22, 2025	\$10,749
Unresolved MCVs	(3,260)
Unresolved Third-Party Claims	(1,670)
Cash on Hand as at October 22, 2025	\$5,819

6.2 The Manager notes the following with respect to the receipts and disbursements during the Reporting Period:

Receipts

- (i) sales receipts primarily consist of net proceeds from the sale of vehicles through the Dealership Network and Tiger;
- (ii) lease collections represent funds received from IFT in respect of lease portfolio servicing, including proceeds of repossessed vehicles;
- (iii) proceeds from the Monitor are amounts collected by the Pride Entities and passed on in accordance with the Governance Protocols relating to Management Property;

Disbursements:

- (iv) disbursements primarily comprise payments of professional fees, remittances of sales tax, and other operating costs incurred in connection with realizing on Management Property;
- (v) pursuant to the Second Amended Collateral Management Order, the Manager has been authorized to: distribute (a) proceeds from Management Property to the relevant Lenders; (b) proceeds from Multiple Collateral Vehicles in accordance with the relevant MCV Turn-Over Resolutions; and (c) proceeds from any PCVs in accordance with a final determination of entitlement; and
- (vi) as of the date of this Second Report, interim distributions totaling \$55.6 million have been made to the relevant Lenders.

6.3 The Manager has set aside approximately \$5.0 million of net proceeds in respect of unresolved⁵ Multiple Collateral Vehicles and identified unresolved third-party interest claims.

6.4 The Manager anticipates that the remaining cash-on-hand balance of approximately \$5.8 million will provide sufficient liquidity to settle outstanding or accrued obligations and to facilitate the continuation of its Remaining Activities.

7.0 APPROVAL OF FEES AND DISBURSEMENTS

7.1 Pursuant to paragraph 23 of the Second Amended Collateral Management Order, the Manager and its legal counsel are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges as part of the costs of these proceedings. Pursuant to paragraph 24 of the Second Amended Collateral Management Order, the Manager and its legal counsel shall pass their accounts from time to time, and for this purpose, the accounts of the Manager and Cassels are referred to the Court.

7.2 Attached hereto as **Appendix “C”** is the Affidavit of Douglas McIntosh sworn November 10, 2025 (the “**A&M Fee Affidavit**”), attesting to the fees and disbursements of the Manager for the period from the October 17, 2024 to September 13, 2025, in the aggregate amount of \$3,601,136.49, comprised of fees of \$3,128,406.50, disbursements of \$58,439.91 and HST of \$414,290.08.

⁵ The Manager understands that the Syndicate Lenders and RBC Securitization have come to an agreement in principle as to entitlement concerning these proceeds.

7.3 Attached hereto as **Appendix “D”** is the Affidavit of Colin Pendrith sworn November 10, 2025 (the “**Cassels Fee Affidavit**” and together with the A&M Fee Affidavit, the “**Fee Affidavits**”), attesting to the fees and disbursements for the period from the August 2, 2024 to September 30, 2025, in the aggregate amount of \$2,735,322.69, comprised of fees of \$2,196,020.95, disbursements of \$231,128.38 and HST of \$308,173.36.

7.4 The Manager confirms that the fees and disbursements set out in the Cassels invoices appended to the Cassels Fee Affidavit relate to advice sought by the Manager and assistance provided by Cassels in respect of these proceedings and that, in the Manager’s view, Cassels’ fees and disbursements are properly chargeable, reasonable and appropriate.

7.5 It is the Manager’s view that the fees and disbursements of the Manager and Cassels, as described in the Fee Affidavits, are reasonable and appropriate in the circumstances, having regard to the scope of activity undertaken by the Manager in these proceedings, and have been validly incurred in accordance with the provisions of the Second Amended Collateral Management Order.

8.0 ACTIVITIES OF THE MANAGER

8.1 The activities of the Manager have included the following, in addition to the other matters discussed in this Second Report:

- (i) engaging in discussions with the Pride Entities, the Monitor and their respective legal counsel regarding these CCAA Proceedings, including

information requests in respect of the transition of Management Property to the Manager;

- (ii) corresponding and communicating with the relevant Lenders and their counsel on file matters;
- (iii) attending various Court hearings related to the CCAA Proceedings;
- (iv) working with the Monitor to update Schedule B and Schedule D of the Second Amended Collateral Management Order, as required;
- (v) engaging Cassels as independent counsel;
- (vi) obtaining insurance coverage for inventoried Management Property;
- (vii) opening USD and CAD trust bank accounts (the “**Bank Accounts**”) and monitoring the Bank Accounts;
- (viii) engaging the Dealership Network and Tiger with regards to monetization of vehicles and holding extensive discussions with the same;
- (ix) working with the Dealership Network, Tiger and the Pride Entities to collect Management Property from Pride Entities’ lots;
- (x) engaging IFT to service any leases transitioned to the Manager;
- (xi) working with IFT and Pride to ensure all lessees direct lease payments to the Manager, including issuance of notices of assignment (through IFT), and obtaining documents and information essential for servicing the leases;

- (xii) engaging Century as the Manager's appraiser of Management Property;
- (xiii) reviewing reports prepared by the Manager's agents on vehicle condition, sales, lease collections, and repossessions, as they relate to the monetization of Management Property;
- (xiv) engaging in settlement discussions with lessees in respect of leases not in good standing and negotiating buy out requests;
- (xv) obtaining, confirming and transferring ownership as well as working with Cassels to discharge applicable liens upon the sale of Management Property;
- (xvi) reviewing third-party liens and interest claims on Management Property, including contacting various third parties to confirm their interest in Management Property;
- (xvii) completing statutory and administrative duties and filings, including applicable CRA tax filings on behalf of the Pride Entities as it relates to Management Property and working with the Monitor and the Pride Entities to report and remit taxes as it relates to QST and US taxes;
- (xviii) corresponding and meeting with the Monitor and Pride Entities regarding the Missing VINs;
- (xix) making interim distributions to the relevant Lenders pursuant to the Second Amended Collateral Management Order;

- (xx) claiming on behalf of, and in the name of, the Applicants, insurance refunds and tax refunds, rebates or other amounts to which the Applicants are entitled with respect to Management Property;
- (xxi) answering inquiries to the Manager with respect to Management Property;
and
- (xxii) preparing the First Report and this Second Report.

9.0 REMAINING ACTIVITIES

9.1 The expected Remaining Activities of the Manager to complete the realization of Management Property include the following:

- (i) continuing to work with the Monitor and Pride Entities to locate the Missing VINs and transition Management Property with the associated necessary documentation;
- (ii) continuing to realize on inventoried vehicles with the assistance of the Dealership Network and Ritchie;
- (iii) continuing to oversee IFT's lease servicing efforts and considering potential alternatives to realize on the lease portfolio;
- (iv) if applicable, returning to Court for directions in respect of: (a) the resolution of disputed lease obligations; (b) Missing VINs; and (c) any unresolved lien or title matters;

- (v) distributing proceeds in accordance with the Second Amended Collateral Management Order; and
- (vi) completing statutory and administrative duties and filings.

10.0 CONCLUSIONS AND RECOMMENDATIONS

- 10.1 Based on the foregoing, the Manager respectfully requests that the Court make the orders granting the relief sought in the Manager's Notice of Motion and as described in section 3.0 of this Second Report.

All of which is respectfully submitted to the Court this 10th day of November 2025.

**Alvarez & Marsal Canada Inc.,
in its capacity as Court-Appointed 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.
- BLOCK 6 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

- 2500819 ONTARIO INC.

U.S. and Other Additional Stay Parties

- PERGOLA HOLDINGS, CORP.

APPENDIX “A”



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

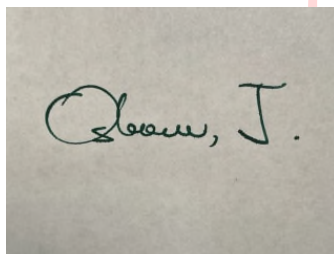
34. THIS COURT ORDERS that the Manager is not a “receiver” as defined in Part XI of the BIA and shall therefore not be required to comply with the reporting obligations set out therein.

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.

A rectangular box containing a handwritten signature in black ink. The signature appears to be "Osborne, J." written in a cursive style.

Digitally signed
by Osborne J.

Date:

2025.02.26

08:58:09 -05'00'

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 ASSETS AND ADDITIONAL ASSETS

Schedule B - Immediate Turn-Over Assets

VINs Specifically Financed by the Syndicate:

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527SR5322PL030417
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