

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

Pride Group Holdings Inc., *et al.*¹

Debtors in Foreign Proceedings.

Chapter 15

Case No. 24-10632 (CTG)

Jointly Administered

**MOTION OF THE FOREIGN REPRESENTATIVE FOR
ENTRY OF AN ORDER GRANTING PROVISIONAL RELIEF IN CONNECTION
WITH DEBTOR IN POSSESSION FINANCING AND CERTAIN PROTOCOLS
PURSUANT TO SECTIONS 105(a) AND 1519 OF THE BANKRUPTCY CODE**

Randall Benson, solely in his capacity as the duly authorized foreign representative (the “Foreign Representative”) of the above-captioned debtors (collectively, the “Debtors”), in the Canadian proceedings (the “CCAA Proceedings”) commenced under the Companies’ Creditors Arrangement Act (the “CCAA”), pending before the Ontario Superior Court of Justice (Commercial List) in Ontario, Canada, Court File No. CV-24-00717340-00CL (the “Canadian Court”), respectfully submits this motion (the “Motion”) for entry of an order (the “Proposed Order”), substantially in the form attached hereto as **Exhibit A**, granting provisional relief under section 1519(a) of Title 11 of the United States Code (the “Bankruptcy Code”), including relief available pursuant to section 364 of the Bankruptcy Code with respect to enforcement of debtor-in-possession financing (the “DIP Facility”) and certain Protocols (as defined below) approved by the Canadian Court.

¹ The last four digits of Debtor Pride Group Holdings Inc.’s Canadian business number are 6399. Due to the large number of debtors in these chapter 15 cases, a complete list of the debtor entities and the last four digits of their unique identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ noticing agent at <https://dm.epiq11.com/pridegroup>. The Debtors’ service address for the purposes of these chapter 15 cases is 1450 Meyerside, Suite 401, Mississauga, Ontario, L5T 2N5, Canada.

In support of the requested relief, the Foreign Representative respectfully refers the Court to and incorporates by reference the *Declaration of Randall Benson in Support of Motion of the Foreign Representative for Entry of an Order Granting Provisional Relief in Connection with Debtor in Possession Financing and Certain Protocols Pursuant to Sections 105(a) and 1519 of the Bankruptcy Code* (the “Second Benson Declaration”) filed contemporaneously herewith.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. Recognition of a foreign proceeding and other matters under chapter 15 of the Bankruptcy Code are core matters under 28 U.S.C. § 157(b)(2)(P).

2. The Foreign Representative, solely in his capacity as such, consents to the entry of final orders or judgments by the Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue is proper in this Court and this District pursuant to 28 U.S.C. § 1410.

4. The statutory predicates for the relief requested herein are section 105(a), 364, 1519, and 1521 of the Bankruptcy Code.

BACKGROUND

I. Commencement of the CCAA Proceedings and the Chapter 15 Cases

5. The Debtors and certain of their non-Debtor affiliates (collectively, the “Pride Group”)² operate a trucking and logistics conglomerate based in Canada with operations in Canada

² As used herein, “Pride Group” includes: (i) each of the “Applicants” listed in Schedule “A” to the A&R Initial Order (as defined below); (ii) Pride Truck Sales L.P., TPine Leasing Capital L.P., and Sweet Home Hospitality L.P. ((i) and (ii) together, the “Pride Entities”); and (iii) Block 6 Holding Inc., 2500819 Ontario Inc., Pergola Holdings, Corp., and Pride Global Insurance Company Ltd. (the “Additional Stay Parties”). “Pride Group” does

and the United States. The Pride Group’s businesses are managed from their headquarters in Mississauga, Ontario, and they maintain facilities and operations in both Canada and the United States. The Pride Group own substantial assets within the territorial jurisdiction of the United States, including, among other things, real estate properties, bank accounts, equipment, and trucks.

6. On March 27, 2024, the Debtors commenced the CCAA Proceedings in the Canadian Court, and the Canadian Court issued the initial order on the following day (the “Initial Order”), granting certain relief in connection with the CCAA Proceedings. The Initial Order, among other things, (i) appoints Randall Benson as the Foreign Representative for the Debtors and authorizes him to file these chapter 15 cases (collectively, the “Chapter 15 Cases”); (ii) stays the commencement or continuation of any proceeding or enforcement process in any court or tribunal against the Pride Group, the Personal Guarantors (as defined in the *Motion of the Foreign Representative for Entry of an Order Granting Provisional Relief Pursuant to Sections 105(a) and 1519 of the Bankruptcy Code* [D.I. 6] (the “First Provisional Relief Motion”)), and their property through and including April 6, 2024 (the “Stay Period”); and (iii) authorizes a court-ordered charge over the property and assets of the Pride Entities to secure (a) the fees and disbursements of certain of their professionals (the “Administration Charge”) and (b) certain personal liability of the Pride Entities’ directors and officers (the “Directors’ and Officers’ Charge”).

7. On April 1, 2024 (the “Petition Date”), the Foreign Representative commenced these Chapter 15 Cases by filing petitions seeking recognition of the CCAA Proceedings as “foreign main proceedings” as defined in sections 1502(4) and 1517(b)(1) of the Bankruptcy Code (the “Chapter 15”).

not include the following affiliated special-purpose securitization vehicles that do not engage in any business or activity other than acting as purchasers of securitized assets or issuers of asset-backed obligations under various securitization agreements: TPine USA Funding I LLC, TPine USA Funding II LLC, TPine USA Funding III LLC, TPine USA Funding IV LLC, TPine Canada Securitization L.P., and TPine Canada GP L.P. (collectively, the “Securitization SPVs”). The Securitization SPVs are not applicants in the CCAA Proceedings, are not Debtors in these Chapter 15 Cases, and no relief is sought with respect to these entities.

Petitions”). On the same day, the Foreign Representative filed the *Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representatives, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* seeking, among other things, recognition by this Court of his status as the Debtors’ foreign representative, recognition of the CCAA Proceedings as “foreign main proceedings” under section 1517 of the Bankruptcy Code, and certain related relief (the “Recognition Order”).

8. Also on the Petition Date, the Foreign Representative filed the First Provisional Relief Motion, requesting, among other things, enforcement of the Initial Order in the United States on a provisional basis. On April 3, 2024, the Court entered the *Order Granting Motion of the Foreign Representative for Provisional Relief Pursuant to Sections 105(a) and 1519 of the Bankruptcy Code* [D.I. 49] approving the First Provisional Relief Motion.

9. Additional factual background regarding the Pride Group, including their history and business operations, their capital structure, and the events leading to the filing of the CCAA Proceedings and these Chapter 15 Cases, is set forth in detail in the *Declaration of Randall Benson in Support of the (A) Debtors’ Verified Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code and (B) Motion for Provisional Relief* [D.I. 2] (the “First Benson Declaration”).

II. The DIP Facility and A&R Initial Order

10. After entry of the Initial Order and the filing of the Chapter 15 Petitions, certain entities in the Pride Group entered into that certain debtor-in-possession facility term sheet, dated as of April 1, 2024 (the “DIP Term Sheet”) with its prepetition lenders under the Syndicated Facility³ (in such capacities, the “DIP Lenders”) and Royal Bank of Canada, as administrative

³ That certain Third Amended and Restated Credit Agreement dated as of November 4, 2022 (the “Syndicated Facility”), by and among: TPine Truck Rental Inc., TPine Leasing Capital Corporation, Pride Truck Sales Ltd.,

agent (in such capacity, the “DIP Agent”). A copy of the DIP Term Sheet is attached hereto as **Exhibit B**. Pursuant to the terms of the DIP Term Sheet, the DIP Lenders will make available to the DIP Borrowers (as defined in the DIP Term Sheet) a new term loan facility in aggregate principal amount not to exceed CAD\$30 million. Subsequent advances under the DIP Facility are subject to finalization of definitive documentation that will be substantially on the same terms as the DIP Term Sheet (the “DIP Documentation”).

11. Set forth on the table below are certain key terms of the DIP Term Sheet, including modifications made thereto by the A&R Initial Order.⁴

Category	Summary Term
<i>DIP Facility</i>	• CAD\$30 million multiple-advance term loan facility, including a CAD\$6.5 million initial advance. • Proceeds to be used in accordance with the DIP Budget and applicable orders of the Canadian Court and this Court.
<i>DIP Budget</i>	• DIP Borrowers shall provide to the DIP Agent a consolidated and, if requested by the DIP Agent, non-consolidated rolling 13-week detailed cash flow forecast in respect of the DIP Availment Borrowers. • The DIP Budget shall be updated every two weeks beginning on April 12, 2024, including any variance on a line-by-line basis.
<i>DIP Advances</i>	• Advances under the DIP Facility require a written notice to be delivered by the applicable DIP Borrower to the DIP Agent.

2076401 Ontario Inc., TPine Leasing Capital L.P., PGED Holding, Corp., High Prairie Texas Holding Corp, 131 Industrial Blvd Holding Corp, 59th Ave Phoenix Holding Corp., Di Miller Drive Bakersfield Holding Corp. and 1450 Meyerside Holding Inc., as borrower (the “Borrower Parties”); various guarantors including each of the Borrower Parties and Pride Truck Sales L.P., TPine Rental USA, Inc., Coastline Holdings, Corp., Pride Group Holdings Inc., Pride Group Logistics Ltd., 2043002 Ontario Inc., Pride Fleet Solutions Inc., and Frontage Road Holding Corp.; Royal Bank of Canada, as administrative agent; and the lenders from time to time party thereto.

⁴ Capitalized terms used in this table but not otherwise defined shall have the meanings ascribed to them in the DIP Term Sheet. In the event of any inconsistency between the summary set forth herein and the DIP Term Sheet, the DIP Term Sheet shall govern.

Category	Summary Term
	Each Advance shall be in the minimum amount of CAD\$500,000.
<i>Interest</i>	Canadian Prime Rate from time to time in effect plus 250bps per annum.
<i>Security</i>	To be secured by the “Security” as defined under the Syndicate Agreement, together with the DIP Charge.
<i>DIP Charge</i>	- All obligations of the DIP Borrowers under or in connection with the DIP Facility without limitation, all principal, accrued but unpaid interest and Permitted Fees and Expenses (collectively, the “<u>DIP Obligations</u>”) shall be secured by the Security and a Court-ordered super-priority charge (the “<u>DIP Charge</u>”) in favor of the DIP Agent, for and on behalf of the DIP Lenders, on the assets, undertakings and properties of the Pride Entities. - No portion of the proceeds of the DIP Facility may be used for intercompany advances other than amongst DIP Borrowers.
<i>Priority of DIP Charge</i>	- As among the DIP Charge and the other charges created by the Initial Order and the A&R Initial Order, the relative priority shall be as follows: - the Administration Charge; - the Intercompany Advances Charge; - the DIP Charge; and - the Directors’ and Officers’ Charge - Subject to the priorities set out above, the DIP Charge shall rank in priority to any and all Liens on the DIP Collateral, subordinate only to: (i) any validly perfected and enforceable security interests of third party financiers in specific vehicle and lease collateral and proceeds of such collateral which, as of the date of the Initial Order, ranks in priority to the Security, (ii) any valid and enforceable mortgages duly registered on title to real properties as of the date of the Initial Order; and (iii) until April 19, 2024 (which may be extended upon further order of the Canadian Court), any validly perfected and enforceable security interest of Triumph Financial Services LLC in the property of Debtor Arnold Transportation Services, Inc. in the maximum amount of CAD\$3 million.
<i>Maturity Date</i>	The earlier of (i) June 30, 2024 at 12:00 p.m. ET (which, subject to satisfaction of certain conditions precedent as provided in the DIP Term Sheet, may be extended to

Category	Summary Term
	September 30, 2024); and (ii) the occurrence of an Event of Default in respect of which the DIP Agent has elected, in its sole discretion, to accelerate the obligations under the DIP Facility.
<i>Other Terms</i>	• The DIP Borrowers shall pay all costs and expenses of the DIP Agent, the DIP Lenders, Lenders' Counsel, and Lender Financial Advisor incurred in connection with the DIP Facility, the preparation of the DIP Term Sheet, and such other Permitted Fees and Expenses (as defined in the DIP Term Sheet). • The DIP Facility shall be governed under the laws of Ontario, Canada.

12. On April 9, 2024, the Canadian Court signed an Amended and Restated Initial Order (as may be further amended from time to time, the “A&R Initial Order”), a copy of which is attached hereto as **Exhibit C**. Among other things, the A&R Initial Order (i) authorizes the DIP Borrowers to obtain and borrow under the DIP Facility in accordance with the terms of the DIP Term Sheet to finance the ordinary working capital and other general corporate purposes of the DIP Borrowers; (ii) grants the DIP Charge to the DIP Agent for and on behalf of the DIP Lenders on the property of the Pride Entities; (iii) extends the Stay Period through June 30, 2024 (or such later time as the Canadian Court may order); and (iv) increases the Administration Charge and the Directors’ and Officers’ Charge over the property of the Pride Entities.

III. The Protocols Order

13. Also on April 9, 2024, the Canadian Court signed the Protocols Order (as may be further amended from time to time, the “Protocols Order”), a copy of which is attached hereto as **Exhibit D**. The Protocols Order approves (i) a governance protocol (the “Governance Protocol”), (ii) a real estate monetization plan (the “Real Estate Monetization Plan”) and (iii) an intercompany and unsecured claims preservation protocol (the “Intercompany and Unsecured Claims

Preservation Protocol,” and together with the Governance Protocol and the Real Estate Monetization Plan, collectively, the “Protocols”), each of which is designed to promote fairness, transparency and oversight for all of the Pride Entities’ stakeholders during the pendency of the CCAA Proceedings.

14. The Governance Protocol provides the Pride Group’s Canadian Court-appointed monitor (the “Monitor”) and chief restructuring officer (the “CRO”) with reasonable control and oversight over the cash proceeds generated from asset sales and other dispositions, as well as distributions and remittances of the Pride Entities (the “Governance Protocol”). The Governance Protocol is designed to ensure that distributions are made in consideration of the rights of all stakeholders by creating a process to determine how funds received on account of sales, leases, or enforcement are dealt with by the Pride Group, with the Monitor’s supervision. The Governance Protocol was initially proposed by the Pride Entities at the initial hearing before the Canadian Court, and, at the direction of the Canadian Court, the Pride Entities, the CRO and the Monitor have been engaging with their stakeholders on the terms of such protocol, which discussions remain ongoing. The Protocols Order also provides that parties will have an opportunity to propose revisions to the Governance Protocol at a further hearing before the Canadian Court.

15. The Real Estate Monetization Plan is designed to bring structure, oversight, and transparency to the monetization of the Pride Entities’ real estate, which is an important source of proceeds for the benefit of the Pride Entities’ stakeholders. Under the Real Estate Monetization Plan, the Pride Entities are required to list for sale all of their real property by no later than May 1, 2024 (or such later date as the DIP Agent may agree to in writing), and any sale of property will be subject to the prior written consent of the DIP Agent and any applicable third-party mortgagee, or approval of the Canadian Court.

16. The Intercompany and Unsecured Claims Preservation Protocol provides a mechanism to permit mortgage lenders to be repaid from the proceeds of the real estate sales in their respective Mortgage Pools (as defined in the Protocols Order) when they are sold, and, subject to the claims of the DIP Agent against such properties under the DIP Charge, allow for the balance of the proceeds to be distributed to the intercompany creditors and other creditors. This protocol is necessary because certain of the Pride Entities' mortgage lenders have provided financing in respect of real properties, which financing has been cross-collateralized against other properties owned by Pride Entities where the owner may be subject to intercompany claims. The Intercompany and Unsecured Claims Preservation Protocol further provides that, to the extent practical and subject to receipt by the Monitor of a security opinion from its counsel, the Pride Entities will seek an order of the Canadian Court authorizing the distribution from the net proceeds of any sale of property to the relevant mortgagee at the same time as the Pride Entities seek an order of the Canadian Court approving the sale. Any remaining net proceeds after such distribution will be held by the Monitor, pending a determination as to how those proceeds should be distributed.

17. It is a condition precedent to the DIP Lenders making an initial advance of CAD\$6.5 million under the DIP Facility that the Court enter an order enforcing the A&R Initial Order and the Protocols Order and approving the DIP Facility on a provisional basis by no later than April 12, 2024. As such, the Pride Group urgently requires the provisional relief requested herein

RELIEF REQUESTED

18. By this Motion, the Foreign Representative seeks entry of the Proposed Order:
- a. Enforcing in the United States, on a provisional basis, the A&R Initial Order, including, without limitation, the terms, conditions, and provisions that, among other things:

- i. authorizes and empowers the DIP Borrowers to obtain and borrow pursuant to the DIP Facility subject to the terms of the DIP Term Sheet in order to finance the ordinary course working capital and other general corporate purposes of the DIP Borrowers;
 - ii. authorizes and empowers the DIP Borrowers to execute and deliver the DIP Documentation as contemplated under the DIP Term Sheet or as reasonably required by the DIP Agent;
 - iii. authorizes and directs the DIP Borrowers to pay and perform all their indebtedness, interest, fees, liabilities, and obligations to the DIP Agent and the DIP Lenders under the DIP Documentation as they become due;
 - iv. grants the DIP Charge on the property of the Pride Entities to the DIP Agent for and on behalf of the DIP Lenders with the same priority as set out in the A&R Initial Order; and
 - v. increases the size of the Administration Charge and the Directors' and Officers' Charge over the Pride Entities' assets.
- b. granting the DIP Agent and DIP Lenders certain protections afforded by the Bankruptcy Code, including under section 364 of the Bankruptcy Code, made applicable pursuant to section 1519(a)(3) of the Bankruptcy Code;
 - c. enforcing in the United States, on a provisional basis, the Protocols Order; and
 - d. granting such other and further relief as the Court deems just and proper.

BASIS FOR RELIEF REQUESTED

I. Section 1519 of the Bankruptcy Code Authorizes the Requested Provisional Relief

19. Section 1519 of the Bankruptcy Code permits the Court “[f]rom the time of filing a petition for recognition until [it] rules on the petition” to grant provisional relief pending recognition of the foreign proceeding where such relief is “urgently needed to protect the assets of the debtor or the interests of the creditors.” 11 U.S.C. § 1519(a). Sections 1519(a)(1)-(3) of the Bankruptcy Code define the scope of available provisional relief, which includes:

- a. staying execution against the debtor's assets;
- b. entrusting the administration or realization of all or part of the debtor's property located in the United States to the foreign representative . . . in order to protect

and preserve the value of assets that, by their nature or because of other circumstances, are perishable, susceptible to devaluation or otherwise in jeopardy; and

c. any relief referred to in paragraph (3), (4), or (7) of section 1521(a).

11. U.S.C. § 1519(a).⁵

20. The Foreign Representative seeks provisional relief under sections 105(a) and 1519 of the Bankruptcy Code. Among other things, the Foreign Representative seeks the Court's application of section 364 of the Bankruptcy Code to these Chapter 15 Cases on a provisional basis for the purpose of allowing the DIP Borrowers to utilize the DIP Facility to finance their operations, the CCAA Proceedings, and these Chapter 15 Cases.

21. Of particular relevance in these Chapter 15 Cases is section 364(e) of the Bankruptcy Code, which provides that a reversal or modification of a financing order does not affect the validity or priority of a post-petition lender's claim or lien. Lenders to foreign debtors in chapter 15 cases are entitled to the protection that their claims and liens retain their validity and priority if a recognition order is not entered. Absent such relief, the incorporation of Bankruptcy Code section 364 into chapter 15 through Bankruptcy Code section 1519 would have little effect.

22. Further, the provisional relief requested herein is an "effective mechanism" to implement the chapter 15 policies of promoting cooperation between courts of the United States and courts of foreign countries involved in cross-border restructuring cases. The "fair and efficient administration of cross border [cases] that protects the interest of all creditors, and other interested entities," including the Debtors, is essential to the "protection and maximization of the value of the [Debtors'] assets." 11 U.S.C. § 1501(a)(3) and (4).

⁵ See also 11 U.S.C. § 1501, which sets forth the Congressional intent to be used to, among other things, "create greater legal certainty for trade and investment," and allow for the "facilitation of the rescue of financially troubled businesses, thereby protecting investment and preserving employment."

II. Provisional Relief Is Needed to Provide Necessary Liquidity to Support the Pride Group's Restructuring Efforts

23. The relief requested herein is necessary to provide the Pride Group with the necessary liquidity to operate while it pursues a restructuring solution. *See* 11 U.S.C. § 1519(a). Although a “petition for recognition of a foreign proceeding shall be decided upon at the earliest possible time,” there is necessarily a gap between the time the petition for recognition is filed and the time the court decides on whether a proceeding should be recognized. 11 U.S.C. § 1517(c). Prior to recognition, a chapter 15 debtor is not automatically entitled to the automatic stay or any other provisions of the Bankruptcy Code, which, in this case, necessitates an order granting provisional relief. Provisional relief should be granted “where relief is urgently needed to protect the assets of the debtor or the interests of the creditors.” 11 U.S.C. § 1519(a).

24. Here, the DIP Lenders have agreed to provide the DIP Facility on the terms outlined in the DIP Term Sheet to provide the DIP Borrowers with liquidity to operate their businesses. The terms of the DIP Facility were negotiated, proposed and entered into by the DIP Borrowers and the DIP Lenders without collusion, in good faith and at arm's length. The DIP Facility will preserve and maintain the going concern value of the Pride Group, which, in turn, is integral to maximizing recoveries for the Pride Group's stakeholders.

25. Further, the DIP Facility and the DIP Charge authorized under the A&R Initial Order generally align with the U.S. process for obtaining debtor-in-possession financing under section 364 of the Bankruptcy Code. On notice to creditors, the Canadian Court reviewed the DIP Term Sheet, held a hearing, and approved the DIP Facility and DIP Charge. By granting the relief requested herein, the Court would enforce the Canadian Court's order that approves the DIP Facility and DIP Charge, which will allow the Pride Group to operate its businesses, continue its restructuring efforts, and finance the CCAA Proceedings and these Chapter 15 Cases.

26. Provisional enforcement of the A&R Initial Order, including the granting of the DIP Charge and the other charges approved in the A&R Initial Order, and provisional enforcement of the Protocols Order, is a condition to the initial draw under the DIP Facility. Consequently, absent provisional enforcement of the A&R Initial Order and the Protocols Order in the United States, the DIP Borrowers will be unable to draw on the DIP Facility to fund their operations and restructuring, resulting in value destruction.

III. The Requested Provisional Relief Under Section 1519 is Justified

27. Relief under section 1519 of the Bankruptcy Code is available where the foreign representative can satisfy the standard for injunctive relief. 11 U.S.C. § 1519(e); *In re Innua Canada Ltd.*, No. 09-16362, 2009 WL 1025088, at *3 (Bankr. D.N.J. Mar. 25, 2009). In the Third Circuit, the factors considered for injunctive relief include (i) whether irreparable harm will occur if the requested injunction is denied; (ii) likelihood of success on the merits; (iii) whether granting preliminary relief will not result in greater harm to the nonmoving party; and (iv) whether the public interest favors such relief. *U.S. v. Bell*, 414 F.3d 474, 478 n.4 (3d Cir. 2005) (citing *ACLU of N.J. v. Black Horse Pike Reg'l Bd. of Educ.*, 84 F.3d 1471, 1477 n.2 (3d Cir. 1996)); *see also Rogers v. Corbett*, 468 F.3d 188, 192 (3d Cir. 2006) (citations omitted); *Kos Pharm., Inc. v. Andrx Corp.*, 369 F.3d 700, 708 (3d Cir. 2004) (citations omitted). The Foreign Representative submits that this standard is satisfied here and, therefore, the Foreign Representative is entitled to the requested provisional relief requested herein under section 1519 of the Bankruptcy Code.

A. The Debtors will Suffer Irreparable Harm if Provisional Relief is not Granted.

28. The Foreign Representative's request to apply section 364 of the Bankruptcy Code on a provisional basis is necessary to prevent irreparable harm to the Pride Group. The Pride Group is currently operating under significant liquidity constraints, and requires immediate access to the DIP Facility to fund working capital requirements, general corporate expenses, and the costs

of administering the CCAA Proceedings and these Chapter 15 Cases pending entry of the Recognition Order. In addition, the DIP Facility will also help to preserve the Pride Group's businesses by providing assurance to employees, suppliers, and customers that it can maintain its business operations and satisfy its obligations pending the outcome of the CCAA Proceeding and these Chapter 15 Cases. Absent access to the DIP Facility, the Pride Group will be unable to continue operations and fund its restructuring, which will significantly impair the value of the Pride Group's assets and recoveries to all stakeholders.

B. There is a Substantial Likelihood That the CCAA Proceedings will be Recognized as Foreign Main Proceedings

29. The Foreign Representative is likely to succeed on the merits because the CCAA Proceedings satisfy the requirements of a foreign main proceeding. As set forth in detail in the Chapter 15 Petitions, the CCAA Proceedings are (i) "foreign proceedings" as defined under section 101(23) of the Bankruptcy Code and (ii) "foreign main proceedings" as defined in section 1502(4) of the Bankruptcy Code.

30. The Bankruptcy Code provides that a "foreign proceeding" must be recognized as a foreign main proceeding if it is pending in the country where the debtor has its center of its main interests ("COMI"). See 11 U.S.C. § 1517(b). In the absence of evidence to the contrary, a debtor's registered office is presumed to be its COMI. See 11 U.S.C. § 1516(c). As further described in the Chapter 15 Petitions, Canada is each Debtor's COMI because, among other things, (i) the registered office of each Debtor incorporated in Canada is in Canada and (ii) each Debtor incorporated in the United States is owned by a Canadian Debtor company and managed by a Canadian senior management team that makes all strategic, operational and policy decisions for the Pride Group from its global headquarters in Ontario, Canada.

31. Moreover, the Foreign Representative has demonstrated that he is a proper “foreign representative” as defined under section 101(24) of the Bankruptcy Code. Additionally, the Chapter 15 Petitions was filed in accordance with, and satisfies all of the applicable requirements of, chapter 15 of the Bankruptcy Code.

32. Courts in this District and other districts have granted recognition to foreign proceedings similar to the CCAA Proceedings as “foreign main proceedings,” where, as is the case here, they were part of a jointly administered CCAA proceeding with their Canadian parent and the debtor presented evidence, as here, of these entities’ COMI being in Canada. *See, e.g., In re The Aldo Group Inc.*, No. 20-11060 (KBO) (Bankr. D. Del. May 8, 2020) [D.I. 66]; *In re Pac. Exploration & Prod. Corp.*, No. 16-11189 (JLG) (Bankr. S.D.N.Y. June 10, 2016) [D.I. 25]; *In re John Forsyth Shirt Co. Ltd.*, No. 13-10526 (SCC) (Bankr. S.D.N.Y. Mar. 18, 2013) [D.I. 24]; *In re Essar Steel Algoma Inc.*, No. 15-12271 (BLS) (Bankr. D. Del. Dec. 2, 2015) [D.I. 100]; *In re Talon Sys. Inc.*, No. 13-11811 (KJC) (Bankr. D. Del. Aug. 30, 2013) [D.I. 49]; *In re Arctic Glacier Int’l Inc.*, No. 12-10605 (KG) (Bankr. D. Del. Mar. 16, 2012) [D.I. 70]; *In re Catalyst Paper Corp.*, No. 12-10221 (PJW) (Bankr. D. Del. March 5, 2012) [D.I. 89]; *In re Angiotech Pharm., Inc.*, No. 11-10269 (KG) (Bankr. D. Del. Feb. 22, 2011) [D.I. 83]. Thus, the likelihood of success on the underlying merits here is substantial.

C. The Threatened Injury to the Debtors Outweighs Any Damage the Provisional Relief Would Cause to a Creditor

33. The balance of harm also weighs in favor of granting the relief requested herein. The Canadian Court determined that the terms of the DIP Term Sheet, as approved in the A&R Initial Order, are fair and reasonable and were entered into in good faith by the DIP Borrowers and the DIP Lenders. Further, the DIP Lenders will not extend financing without the protections provided by sections 364 of the Bankruptcy Code, made applicable through section 1519 of the Bankruptcy

Code, as it is a condition precedent to funding that this Court enter an order enforcing the A&R Initial Order in the United States. It is also a condition precedent to funding that this Court enforce the Protocols Order on a provisional basis in the United States. The goal of the Protocols Order is to promote fairness, transparency and oversight among the Pride Entities' stakeholders.

34. Given the above, the Foreign Representative submits that granting the relief requested herein will benefit the Pride Group's creditors by providing the liquidity necessary to continue operating the Pride Group's businesses, which will preserve and maximize the value of the Pride Group's assets for the benefit of all its stakeholders.

35. Moreover, under section 1522 of the Bankruptcy Code, a court may grant relief under section 1519, if the "interests of the creditors and other interested entities, including the debtor, are sufficiently protected." 11 U.S.C. § 1522(a). The relief sought herein supplements the A&R Initial Order which authorizes the DIP Facility and DIP Charge and the Protocols Order, is consistent with the goals of international cooperation and assistance to foreign courts embodied in chapter 15 of the Bankruptcy Code, and is necessary to administer the CCAA Proceedings.

D. Public Interest Favors Granting Provisional Relief

36. The provisional relief requested herein is consistent with the policy underlying bankruptcy law and is in the public interest because it will facilitate the Pride Group's efforts to pursue and complete a successful restructuring for the benefit of the Pride Group's creditors and other stakeholders. *See, e.g., In re Tribune Co.*, 477 B.R. 465, 475 (Bankr. D. Del. 2012) ("there is also a strong public interest in the swift and efficient resolution of bankruptcy proceedings"); *Grimes v. Genesis Health Ventures, Inc. (In re Genesis Health Ventures, Inc.)*, 280 B.R. 339, 346 (D. Del. 2002) ("[p]ublic policy weighs in favor of facilitating quick and successful reorganizations of financially troubled companies"); *Rehabworks, Inc. v. Lee (In re Integrated Health Servs, Inc.)*, 281 B.R. 231, 239 (Bankr. D. Del. 2002) ("[i]n the context of a bankruptcy

case, promoting a successful reorganization is one of the most important public interests”) (citations omitted).

37. Granting the requested relief is also in the public interest because it will facilitate the Foreign Representative’s efforts to complete a court-supervised restructuring process (i.e., the CCAA Proceedings) for the benefit of all creditors and other stakeholders (including those in the United States). Additionally, granting the provisional relief is in the public interest because it promotes cooperation between jurisdictions in cross-border insolvencies, which is an express purpose of chapter 15 of the Bankruptcy Code. *See* 11 U.S.C. § 1501(a).

38. The provisional relief sought herein is of a type frequently granted in chapter 15 cases. Bankruptcy courts in this district and others have authorized provisional relief pursuant to section 364 of the Bankruptcy Code or ordered similar relief to allow debtors access to debtor-in-possession financing to finance their operations and restructuring pending recognition or disposition of foreign proceedings in ancillary cases under chapter 15 of the Bankruptcy Code. *See, e.g., In re Xebec Holding USA Inc.*, Case No. 22-10934 (KBO) (Bankr. D. Del. Oct. 27, 2022) (granting provisional relief in connection with debtor-in-possession financing in debtors’ chapter 15 case); *In re Yatsen Grp. of Cos. Inc.*, Case No. 21-10073 (BLS) (Bankr. D. Del. Jan. 27, 2021) (same); *In re Hematite Holdings Inc.*, No. 20-12387 (Bankr. D. Del. Oct. 15, 2020) (same); *In re The Aldo Grp. Inc.*, No. 20-11060 (Bankr. D. Del. June 3, 2020) (same); *In re Cinram Int’l Inc.*, No. 1211882 (Bankr. D. Del. July 25, 2012); *In re Arctic Glacier Int’l Inc.*, Case No. 12-10605 (KG) (Bankr. D. Del. Feb. 23, 2012) (same); *In re Catalyst Paper Corp.*, Case No. 12-10221 (PJW) (Bankr. D. Del. Feb. 8, 2012) (same).

IV. Enforcement of Other Provisions of the A&R Initial Order is Appropriate

39. As noted above, the A&R Initial Order also, among other things: (i) extends the Stay Period to June 30, 2024 (or such later date as the Canadian Court may order) to give the Pride Group additional breathing room to operate its businesses and formulate a restructuring plan; and (ii) increases the Administration Charge and the Directors' and Officers' Charge commensurately with the extension of the Stay Period. The Foreign Representative submits that these provisions of the A&R Initial Order should be enforced with respect to the Pride Group, the Personal Guarantors (as applicable), and their property in the United States on a provisional basis until the Court rules on the relief requested in the Verified Petition for the same reasons as set forth in the First Provisional Relief Motion.

V. Enforcement of the Protocols Order is Appropriate

40. The goal of the Protocols Order and the Protocols is to promote fairness and transparency by providing oversight into the Pride Entities' cash distributions and real estate monetization plan for the benefit of all stakeholders. The Protocols serve to benefit creditors and other parties in interest, are in line with the public interest, and are entirely consistent with the purpose of Chapter 15 which is to promote cooperation between jurisdictions in cross-border insolvencies. Further, it is a condition precedent to funding that this Court enforce the Protocols Order on a provisional basis in the United States, and the DIP Lenders would not extend financing under the DIP Facility without such enforcement. The Pride Entities urgently require access to the DIP Facility in order to finance their ordinary working capital needs and the costs of their restructuring. Accordingly, the Foreign Representative submits that the Protocols Order should be enforced in the United States.

NOTICE

41. The Foreign Representative has provided notice of this Motion consistent with Local Rule 9013-1(m) and the *Order Scheduling Hearing on Chapter 15 Petitions for Recognition and Related Relief and Specifying Form and Manner of Service of Notice* [D.I. 56]. The Foreign Representative submits that such notice is sufficient in view of the facts and circumstances, and no other or further notice need be provided.

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CONCLUSION

WHEREFORE, the Foreign Representative respectfully requests that the Court enter an order, substantially in the form attached as **Exhibit A**, granting the requested relief and such other and further relief as may be just and proper.

Dated: April 9, 2024
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

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Attorneys for the Foreign Representative

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

Pride Group Holdings Inc., *et al.*¹

Debtors in Foreign Proceedings.

Chapter 15

Case No. 24-10632 (CTG)

Jointly Administered

**ORDER GRANTING PROVISIONAL RELIEF IN CONNECTION
WITH DEBTOR IN POSSESSION FINANCING AND CERTAIN PROTOCOLS
PURSUANT TO SECTIONS 105(a) AND 1519 OF THE BANKRUPTCY CODE**

Upon the motion (the “Motion”)² filed by Randall Benson, solely in his capacity as the foreign representative (the “Foreign Representative”) of the above-captioned debtors (collectively, the “Debtors”) seeking entry of a provisional relief order (this “Order”) under the Bankruptcy Code to authorize the Debtors and certain of their non-Debtor affiliates (collectively, the “Pride Group”)³ to obtain DIP financing, grant the DIP Charge, and enforce the A&R Initial Order and Protocols Order pending recognition of the Debtors’ Canadian proceedings (the “CCAA Proceedings”) commenced under the Companies’ Creditors Arrangement Act (the “CCAA”), pending before the Ontario Superior Court of Justice (Commercial List) in Ontario,

¹ The last four digits of Debtor Pride Group Holdings Inc.’s Canadian business number are 6399. Due to the large number of debtors in these chapter 15 cases, a complete list of the debtor entities and the last four digits of their unique identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ noticing agent at <https://dm.epiq11.com/pridegroup>. The Debtors’ service address for the purposes of these chapter 15 cases is 1450 Meyerside, Suite 401, Mississauga, Ontario, L5T 2N5, Canada.

² Capitalized terms not defined herein are used as defined in the Motion.

³ As used herein, “Pride Group” includes: (i) each of the “Applicants” listed in Schedule “A” to the A&R Initial Order; (ii) Pride Truck Sales L.P., TPine Leasing Capital L.P., and Sweet Home Hospitality L.P. ((i) and (ii) together, the “Pride Entities”); and (iii) Block 6 Holding Inc., 2500819 Ontario Inc., Pergola Holdings, Corp., and Pride Global Insurance Company Ltd. (the “Additional Stay Parties”). “Pride Group” does not include the following affiliated special-purpose securitization vehicles that do not engage in any business or activity other than acting as purchasers of securitized assets or issuers of asset-backed obligations under various securitization agreements: TPine USA Funding I LLC, TPine USA Funding II LLC, TPine USA Funding III LLC, TPine USA Funding IV LLC, TPine Canada Securitization L.P., and TPine Canada GP L.P. (collectively, the “Securitization SPVs”). The Securitization SPVs are not applicants in the CCAA Proceedings, are not Debtors in these Chapter 15 Cases, and no relief is sought with respect to these entities.

Canada, Court File No. CV-24-00717340-00CL (the “Canadian Court”); and upon this Court’s review and consideration of the Motion and the Second Benson Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and 11 U.S.C. §§ 109 and 1501; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P); and venue being proper before this Court pursuant to 28 U.S.C. § 1410(1) and (3); and appropriate, sufficient and timely notice of the Motion and the hearing thereon having been given pursuant to Bankruptcy Rules 1011(b) and 2002(q); and upon the record established at such hearing; and it appearing that the relief requested in the Motion is necessary to preserve the value of the Pride Group’s assets and business and in the best interests of the Debtors’ estates, their creditors and other parties in interest; and the Court having determined that the relief requested in the Motion is consistent with the purpose of chapter 15 of the Bankruptcy Code and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and no objections or other responses having been filed that have not been overruled, withdrawn or otherwise resolved; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. There is a substantial likelihood that the Foreign Representative will successfully demonstrate that the CCAA Proceedings constitute “foreign main proceedings” as

defined in section 1502(4) of the Bankruptcy Code and that the Court will determine the additional relief sought herein is necessary to effectuate the purpose of chapter 15 and to protect the assets of the Pride Group and the interests of creditors as contemplated by section 1521 of the Bankruptcy Code.

C. The Foreign Representative has demonstrated to the Canadian Court that the incurrence of indebtedness under the DIP Facility and granting of the DIP Charge, as authorized by the A&R Initial Order, is necessary to prevent irreparable harm to the Pride Group because, absent such financing, it will be unable to continue operations and fund its restructuring, which will significantly impair the value of the Pride Group's assets.

D. The Foreign Representative has demonstrated that the terms of the DIP Term Sheet, as approved in the A&R Initial Order, are fair and reasonable and were entered into in good faith by the DIP Borrowers, the DIP Agent, and the DIP Lenders, and that the DIP Lenders would not extend financing without the protections provided by sections 364 of the Bankruptcy Code, made applicable through section 1519(a)(3) of the Bankruptcy Code, or without the provisions of this Order and the Court's provisional enforcement of the protections set forth in the A&R Initial Order relating to the DIP Facility in the United States.

E. The Foreign Representative has demonstrated that the enforcement of the Protocols Order on a provisional basis in the United States is proper under the circumstances, as the Protocols are intended to promote fairness, transparency and oversight among the Pride Entities' stakeholders, and the DIP Lenders would not extend financing without the provisions of this Order and the Court's provisional enforcement of the Protocols Order in the United States.

F. The Foreign Representative has demonstrated that, in the interest of comity, the purpose of chapter 15 is carried out by giving effect to the A&R Initial Order and the Protocols Order.

G. All creditors and other parties in interest are sufficiently protected by the grant of the relief ordered hereby in compliance with section 1522(a) of the Bankruptcy Code.

H. The Foreign Representative and the Pride Group are entitled to the full protections and rights available pursuant to section 1519(a)(1)-(3) of the Bankruptcy Code.

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The A&R Initial Order is hereby given full force and effect on a provisional basis with respect to the Pride Group, the Personal Guarantors (as applicable) and their property located within the territorial jurisdiction of the United States, including, without limitation, the provisions of the A&R Initial Order (i) authorizing and empowering the DIP Borrowers to obtain credit under the DIP Facility pursuant to the terms of the DIP Term Sheet; (ii) authorizing and empowering the DIP Borrowers to execute and deliver the DIP Documentation as contemplated under the DIP Term Sheet or as reasonably required by the DIP Agent; (iii) authorizing and empowering the DIP Borrowers to pay and perform all their indebtedness, interest, fees, liabilities, and obligations to the DIP Agent and the DIP Lenders under the DIP Documentation as they become due; (iv) granting the DIP Charge on the assets, undertakings, and properties of the Pride Entities to the DIP Agent for and on behalf of the DIP Lenders and in the priorities set out in the A&R Initial Order; and (v) increasing the size of the Administration Charge and the Directors' and Officers' Charge over the Pride Entities' assets.

3. The Protocols Order is hereby given full force and effect on a provisional basis with respect to the Pride Group and its property located within the territorial jurisdiction of the United States, including, without limitation, the provisions of the Protocols Order approving (i) the Governance Protocol; (ii) the Real Estate Monetization Plan; and (iii) the Intercompany and Unsecured Claims Preservation Protocol.

4. Pursuant to sections 1519 and 1521 of the Bankruptcy Code, the A&R Initial Order, the Protocols Order, and the transactions consummated or to be consummated thereunder, including, without limitation, entry into and performance under the DIP Term Sheet and other DIP Documentation, shall be enforceable and given full force and effect in the United States, on a provisional basis, to the same extent that they are enforceable and given effect in Canada and shall be binding on all creditors of the Pride Group and any of its successors or assigns within the territorial jurisdiction of the United States.

5. Pursuant to sections 1519 and 364 of the Bankruptcy Code, to the extent authorized under the A&R Initial Order, the DIP Charge on all of the Pride Entity's assets, undertakings, and properties located in the territorial jurisdiction of the United States shall be enforceable and given full force and effect in the United States, on a provisional basis, with the same priority as granted under the A&R Initial Order.

6. This Order shall serve, on a provisional basis, as sufficient and conclusive notice and evidence of the grant, validity, perfection, and priority of the liens and charges granted in the CCAA Proceedings as they apply to the Pride Entities and their assets, undertakings, and properties located in the territorial jurisdiction of the United States in respect of the DIP Charge without the necessity of filing or recording this Order or any financing statement, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction.

7. Pending entry by this Court of the Recognition Order, the Foreign Representative and the DIP Borrowers are entitled, on a provisional basis, to the benefits of, and may comply with, the terms and conditions of the DIP Term Sheet and other DIP Documentation, including, but not limited to, the payment of fees and expenses as they come due without further notice or order of this Court.

8. Any interim advances made to the DIP Borrowers by the DIP Lenders pursuant to the A&R Initial Order and the DIP Term Sheet or the other DIP Documentation prior to this Court's determination on the relief requested in the Verified Petition seeking recognition of the CCAA Proceedings as "foreign main proceedings," shall, pursuant to sections 1507, 1519(a)(3), and 105(a) of the Bankruptcy Code, be deemed to have been made by the DIP Lenders in good faith, as that term is used in section 364(e) of the Bankruptcy Code.

9. The validity of the indebtedness and the priority of the liens authorized by the A&R Initial Order made enforceable in the United States by this Order, shall not be affected by any reversal or modification of this Order on appeal or the entry of any order denying recognition of the CCAA Proceedings pursuant to section 1517 of the Bankruptcy Code.

10. No action, inaction, or acquiescence by the DIP Agent or the DIP Lenders, including, without limitation, funding the Pride Entities' ongoing operations under this Order, shall be deemed to be or shall be considered as evidence of any alleged consent by the DIP Agent or the DIP Lenders to a charge against the collateral pursuant to sections 506(c), 552(b), or 105(a) of the Bankruptcy Code. The DIP Agent and the DIP Lenders shall not be subject in any way whatsoever to the equitable doctrine of "marshaling" or any similar doctrine with respect to the collateral.

11. Effective on a provisional basis upon entry of this Order, to the extent precluded by or provided for under the A&R Initial Order, no person or entity shall be entitled, directly or

indirectly, whether by operation of sections 506(c), 552(b), or 105 of the Bankruptcy Code or otherwise, to direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of any collateral or property after a breach under the DIP Facility, the DIP Documentation, the A&R Initial Order, or this Order.

12. Notwithstanding any stay, injunction or similar relief granted in these Chapter 15 Cases, the DIP Agent and DIP Lenders are authorized to exercise all remedies and take any and all enforcement actions permitted under the A&R Initial Order, subject to the provisions of the A&R Initial Order.

13. The Foreign Representative is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

14. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

15. This Court shall retain jurisdiction with respect to the enforcement, amendment or modification of this Order, any requests for additional relief or any adversary proceeding brought in and through these Chapter 15 Cases, and any request by an entity for relief from the provisions of this Order, for cause shown, that is properly commenced and within the jurisdiction of this Court.

Wilmington, Delaware
Dated: _____, 2024

THE HONORABLE CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

DIP Term Sheet

TERM SHEET
DEBTOR-IN-POSSESSION FACILITY
APRIL 2024

*This Debtor in Possession Facility Term Sheet (the “**Term Sheet**”) is entered into between Tpine Truck Rental Inc., Tpine Leasing Capital Corporation, Pride Truck Sales Ltd., 2076401 Ontario Inc., Tpine Leasing Capital L.P., PGED Holding, Corp., High Prairie Texas Holding Corp, 131 Industrial Blvd Holding Corp, 59th Ave Phoenix Holding Corp., Di Miller Drive Bakersfield Holding Corp. and 1450 Meyerside Holding Inc. (collectively, the “**Borrowers**” and each a “**Borrower**”), Pride Truck Sales L.P., Tpine Rental USA, Inc., Coastline Holdings, Corp., Pride Group Holdings Inc., Pride Group Logistics Ltd., 2043002 Ontario Inc., Pride Fleet Solutions Inc. and Frontage Road Holding Corp., as guarantors (collectively, the “**Guarantors**” and each a “**Guarantor**”), the DIP Borrowers (as defined below) and the Lenders (as defined in the Existing Credit Agreement defined below). This Term Sheet incorporates information which is confidential or proprietary in nature, and is being furnished on the expressed basis that none of this information is to be used in a manner inconsistent with its confidential nature or be disclosed to anyone other than as may be required by law, to those employees who are directly involved in the proposed transaction and who have been informed of the confidential nature of this Term Sheet, for the purpose of obtaining the Amended and Restated Initial Order, the Protocols Order and the Provisional Order,, or to those parties approved in advance by the Lenders. Reference is made to an existing third amended and restated credit agreement dated as at November 4, 2022 between the Borrowers, the Guarantors, the lenders referred to therein and Royal Bank of Canada, as administrative agent and floor plan administrator, as amended (the “**Existing Credit Agreement**”). Unless otherwise specified herein, all references to currency, monetary values and dollars shall mean Canadian dollars.*

Definitions:	Capitalized terms not otherwise defined in this Term Sheet have the same meanings as specified in the Existing Credit Agreement. For purposes of this Term Sheet, defined terms that are incorporated herein by reference to the Existing Credit Agreement shall, to the extent such defined terms include the term “Borrower”, “Borrowers”, “Obligor” and/or “Obligors”, as applicable, be deemed to include the “DIP Borrower” and/or “DIP Borrowers”, <i>mutatis mutandis</i> .
Documentation:	The DIP Facility (as defined below) shall be documented by way of a stand-alone credit agreement which is supplemental to the Existing Credit Agreement, an amendment of the Existing Credit Agreement or an amendment and restatement of the Existing Credit Agreement, as the Lenders may reasonably require and in each case substantially on the terms set forth in this Term Sheet (as the Existing Credit Agreement is so supplemented, amended or amended and restated, the “Credit Agreement”). Until such time as the Credit Agreement is entered into, and subject to the conditions set forth under the heading “Conditions Precedent to All Advances other than the Initial Advance”, the terms of this Term Sheet shall be in full force and effect and the Lenders commit to provide to the DIP Borrowers the DIP Facility (collectively, the “DIP Commitments”). To the extent any matter is explicitly provided for under the Existing Credit Agreement which is not provided for in this Term Sheet, including without limitation, the manner in which interest is to be paid, funding mechanics and administrative agency provisions, such terms and conditions set forth in the Existing Credit Agreement shall be deemed to be incorporated herein <i>mutatis mutandis</i>. At any time prior to the effectiveness of the Credit Agreement, the Administrative Agent and the Lenders may, without the consent of any DIP Borrower amend the terms of this Term Sheet provided such amendments affect only the rights among the Administrative Agent and the Lenders and not the DIP Borrowers. The Lenders may terminate their commitment, including the DIP Commitments if any of the conditions set forth under the heading “Conditions Precedent to All Advances other than the Initial Advance” which are to be satisfied before April 12, 2024 are not satisfied on or prior to such date. Except as expressly provided herein or in the Credit Agreement, nothing in this Term Sheet or

	the Credit Agreement shall affect the rights, remedies and entitlements of the Administrative Agent or the Finance Parties under or in respect of the Existing Credit Agreement or the Credit Documents (including the Pre-Filing acceleration and demand for payment of Obligations) or, subject to the Court Orders, restrict the enforcement by the Administrative Agent or the Finance Parties of any such rights, remedies and entitlements.
DIP Facility:	A new facility (the “ DIP Facility ”) shall be made available to the DIP Borrowers on a non-revolving basis by way of multiple draws in a principal amount not to exceed CAD30 million.
Purpose:	The proceeds of the DIP Facility shall be used by the DIP Borrowers solely in accordance with, and subject to, the DIP Budget and the Court Orders, to (a) fund the ordinary course working capital and other general corporate purposes of the DIP Borrowers and (b) pay Permitted Fees and Expenses (as defined below). No proceeds of the DIP Facility may be used for any other purpose, except with the prior written approval of the Lenders. For certainty, proceeds of the DIP Facility shall not be used for the purpose of, directly or indirectly, repaying any Indebtedness, making an advance to or Investment in any Person that is not a DIP Borrower, or asserting or pursuing any claims against the Administrative Agent, the Lenders or any other Finance Party, or accumulating and/or maintaining cash in depository or investment accounts.
DIP Budget	Prior to the date of the Initial Advance, the DIP Borrowers shall provide to the Administrative Agent a consolidated and, if requested by the Administrative Agent, non-consolidated rolling 13-week detailed cash flow forecast in respect of the DIP Availment Borrowers (the “DIP Budget”), for the period from April 1, 2024 to June 30, 2024 which DIP Budget shall be in form and substance satisfactory to the Lenders. The DIP Borrowers, with the assistance of the Monitor, shall provide to the Administrative Agent and Alvarez & Marsal Canada ULC (the “Lender Financial Advisor”): (a) commencing April 12, 2024 and on Friday of each second week thereafter, an updated rolling 13-week cash flow forecast substantially in the form of the DIP Budget (each an “Updated DIP Budget”); and (b) commencing April 12, 2024 and on Friday of each second week thereafter, a variance report (each a “DIP Budget Variance Report”) showing on a line-by-line basis the actual receipts and disbursements and the total available liquidity for the last day of the prior two-week period and noting therein all variances on a line-by-line basis from the amounts in the DIP Budget, with explanations for all material variances; in each case, certified by a senior officer of the DIP Borrowers. The Lenders may agree in writing to substitute any Updated DIP Budget for the then current DIP Budget, upon which the Updated DIP Budget shall be deemed the DIP Budget with prospective but not retroactive effect.
DIP Advances:	Advances under the DIP Facility (each, an “ Advance ”) require a written notice to be delivered by the applicable DIP Borrower to the Administrative Agent (an “ Advance Notice ”), which Advance Notice has been approved by the Monitor and executed by a senior officer of such DIP Borrower, setting out: (a) the proposed amount of the requested Advance; (b) the date the Advance is required; (c) the specific use for the proceeds of the Advance, together with a certification that such use is in accordance with the DIP Budget and the Credit Agreement (or, until execution and delivery of the Credit Agreement, this

	Term Sheet); (d) certification that the representations and warranties in the Credit Agreement (or, until execution and delivery of the Credit Agreement, this Term Sheet) are true and correct as of such date; and (e) certification that no Event of Default has occurred and is continuing or is expected to occur upon or after giving effect to the Advance. Except for the Initial Advance, each Advance Notice shall be delivered by the applicable DIP Borrower to the Administrative Agent not less than three (3) Banking Days prior to the requested date of the Advance. Each Advance shall be in the minimum amount of CAD500,000. Notwithstanding anything to the contrary contained herein, unless the Administrative Agent provides its consent in writing, the only DIP Borrowers permitted to submit an Advance Notice shall be the DIP Availment Borrowers.
Interest/Applicable Margin:	Advances of Canadian Prime Rate Loans shall bear interest at the Canadian Prime Rate from time to time in effect plus 250bps per annum.
Security:	As per the Existing Credit Agreement, together with the DIP Charge. All Post-Filing intercompany advances from any DIP Borrower to another DIP Borrower shall be secured by a first ranking super-priority court-ordered charge in favour of the advancing DIP Borrower on the assets, undertakings and properties of the recipient DIP Borrower (the “Intercompany Advances Charge”). The Intercompany Advances Charge and all underlying indebtedness shall be subject to the DIP Charge. No DIP Borrower shall make any advance or Distribution to, on behalf of, or for the benefit of any Person who is not a DIP Borrower.
DIP Charge:	All obligations of the DIP Borrowers under or in connection with the DIP Facility including without limitation, all principal, accrued but unpaid interest and Permitted Fees and Expenses (collectively, the “DIP Obligations”) shall be secured by the Security and a Court-ordered first-ranking super-priority (except as otherwise provided herein) charge (the “DIP Charge”) in favour of the Administrative Agent, for and on behalf of the Lenders, on the assets, undertakings and properties of the DIP Borrowers, which DIP Charge shall be established in the Amended and Restated Initial Order. The assets, undertakings and properties subject to the Security and the DIP Charge is referred to herein as the “DIP Collateral”. Without limiting the foregoing, the DIP Borrowers acknowledge and agree that no portion of the proceeds of the DIP Facility may be used for intercompany advances other than amongst DIP Borrowers.
Priority of the DIP Charge:	Subject to the next paragraph, the DIP Charge shall rank in priority to any and all Liens on the DIP Collateral, provided the DIP Charge shall be subordinate only to: (i) any validly perfected and enforceable security interests of third party financiers in specific vehicle and lease collateral which, as of the Filing Date, ranks in priority to the Security, and (ii) any valid and enforceable mortgages duly registered on title to real properties as of the Filing Date. As among the DIP Charge and the other charges created by the Initial Order and the Amended and Restated Initial Order, the relative priority shall be as follows: 1. the Administration Charge; 2. the Intercompany Advances Charge; 3. the DIP Charge; and 4. the Directors’ Charge (as defined in the Amended and Restated Initial Order);
Maturity Date/Repayment:	The DIP Facility shall mature and all DIP Obligations shall be due and payable on the earlier of (i) 12:00 pm Toronto time on June 30, 2024 (the “ Outside Maturity Date ”) and (ii) the occurrence of an Event of Default in respect of which the Administrative

	Agent has elected, in its sole discretion, to accelerate the DIP Obligations (the “Maturity Date”). The Lenders’ commitment to make Advances under the DIP Facility shall expire on the Maturity Date and all then outstanding DIP Obligations shall be repaid on the Maturity Date without the Administrative Agent, for and on behalf of the Finance Parties, being required to give notice to the DIP Borrowers that the DIP Facility has expired and that all the DIP Obligations are due and payable. The Outside Maturity Date will be extended to September 30, 2024 upon satisfaction of the following conditions precedent: (i) the DIP Borrowers shall have provided to the Administrative Agent by no later than June 1, 2024 the detailed principal terms of a restructuring plan in respect of the DIP Borrowers which is supported by the Monitor with appropriate financial analysis, which restructuring plan shall also contemplate the path for repayment in full of the DIP Obligations by no later than September 30, 2024 and the Lenders shall have provided their approval to such plan by June 15, 2024; (ii) as of June 30, 2024, no Event of Default shall have occurred which has not been waived by the Lenders, and no Event of Default shall be anticipated to occur within the period from June 30, 2024 through September 30, 2024 (the “Extension Period”). and (iii) the DIP Borrowers shall have provided to the Administrative Agent an Updated DIP Budget for the Extension Period in form and substance satisfactory to the Lenders and which the Lenders have agreed in writing shall constitute the DIP Budget for the Extension Period.
Voluntary Prepayments:	Voluntary prepayments of the DIP Obligations are permitted without penalty in whole or in partial payments of not less than CAD50,000.00. No prior written notice to the Administrative Agent of such a prepayment is required but the DIP Borrowers shall provide to the Administrative Agent written confirmation signed by the CRO of each voluntary prepayment.
Mandatory Prepayments of DIP Facility:	Subject to the terms and conditions herein, the DIP Borrowers shall repay the DIP Obligations with 100% of each of the following amounts, unless otherwise consented to or otherwise determined by the Administrative Agent in its sole and absolute discretion, and subject only to then outstanding claims ranking in priority to the DIP Charge: (a) insurance proceeds (net of deductibles) or expropriation awards received by any DIP Borrower; (b) subject to and except as provided in the Governance Protocol and the priorities as set out in the Amended and Restated Initial Order, all proceeds from the sale of Secured Assets (which, for certainty, includes the DIP Collateral) which proceeds are not contemplated in the DIP Budget and are not subject to a security interest in favour of a third party financier ranking in priority to the security interest of the Administrative Agent as of the Filing Date; provided for convenience the DIP Borrowers shall not be required to remit such proceeds to the Administrative Agent until the aggregate amount thereof reaches CAD250,000; (c) all payments received by any DIP Borrowers outside of the ordinary course of business, which are not disclosed or accounted for in the DIP Budget and which exceed CAD1 million individually or in the aggregate; (d) without limiting paragraph (b) above, the net cash proceeds from the sale of any equity interests in any DIP Borrower or the receipt of capital contributions by any DIP Borrower; (e) an amount equal to all dividends, returns of capital and/or repayments of intercompany advances received by any DIP Borrower which are not disclosed or accounted for in the DIP Budget; and

	(f) the net cash proceeds received from the incurrence by any DIP Borrower of any Indebtedness (except as permitted under the Credit Agreement (or, until execution and delivery of the Credit Agreement, the Term Sheet)); provided that 100% of the following shall be applied against Pre-Filing Obligations until such Pre-Filing Obligations have been paid in full in cash: (i) all amounts received by any DIP Borrower in repayment of Pre-Filing intercompany advances to other DIP Borrowers outstanding, and (ii) all amounts paid to the Administrative Agent in respect of Pre-Filing Obligations pursuant to the Real Property Monetization Plan and the Governance Protocol; and provided further that funds contemplated to be paid to the Administrative Agent and applied against Pre-Filing Obligations as aforesaid shall be held in trust by the Monitor and not released to the Administrative Agent until the Monitor has confirmed, based upon legal opinions obtained, that it has no objection to such payments being made to the Administrative Agent for application against Pre-Filing Obligations, or further Court Order.
Commitment Fee:	CAD200,000.00 payable to the Administrative Agent for the rateable benefit of the Lenders relative to each Lender's commitment under the DIP Facility as of the Filing Date. The Commitment Fee shall be deemed to have been fully earned by the Lenders and payable on the date that the CCAA Court issues the Amended and Restated Initial Order and approves this Term Sheet, which is contemplated to be on or before April 8, 2024. In the event the Commitment Fee becomes fully earned and payable and is not paid prior to the first Advance under the DIP Facility, the DIP Borrowers hereby irrevocably direct the Administrative Agent to pay the Commitment Fee from the first Advance.
Fees and Expenses	The DIP Borrowers shall pay all costs and expenses of the Administrative Agent and the Finance Parties (including all fees, expenses and disbursements of Lenders' Counsel and the Lender Financial Advisor) incurred including in connection with the DIP Facility, including the preparation of this Term Sheet and the Credit Agreement, the administration of the Facilities (including any Agent's standard administration and servicing fees), the enforcement of any of the Administrative Agent's or any other Finance Parties' rights and remedies available under the Existing Credit Agreement, this Term Sheet, the Credit Agreement, the Credit Documents and the Court Orders and in connection with the CCAA Proceedings and the Chapter 15 Proceedings (collectively, "Permitted Fees and Expenses").
Conditions Precedent to Initial Advance:	The Lenders' agreement to make the Initial Advance is subject to the satisfaction of the following conditions precedent: (a) No DIP Borrower shall, after the Filing Date, (i) be subject to any enforcement by any secured party or receiver of any right or remedy in respect of any property of such DIP Borrower which is not stayed, or (ii) be subject to any voluntary or involuntary proceeding (other than the Proceedings) under the <i>Bankruptcy and Insolvency Act</i>, the CCAA, the United States Bankruptcy Code or any other legislation or law dealing with bankruptcy, insolvency, restructuring or arrangement of indebtedness, or creditors rights generally (each of (i) and (ii) being an "Adverse Action"); (b) The DIP Borrowers shall have paid all fees and expenses of the Administrative Agent and the Finance Parties incurred to the date of the Initial Advance, including the invoiced and Administrative Agent approved fees and expenses of Lenders' Counsel and the Lender Financial Advisor; (c) The CCAA Court shall have issued the Initial Order no later than 5:00 pm (EST) on March 28, 2024, and the Initial Order shall not have been amended, restated, modified, varied, vacated, stayed, set aside, and there has been no motion served or filed seeking leave to appeal or to amend, vary or set aside the Initial Order;

	(d) The CCAA Court shall have issued the Amended and Restated Initial Order and the Protocols Order by no later than 5:00 pm (EST) on April 8, 2024, and the Amended and Restated Initial Order and the Protocols Order shall not have been amended, restated, modified, varied, vacated, stayed, set aside, and there shall have been no motion served or filed seeking leave to appeal or to amend, vary or set aside the Amended and Restated Initial Order or the Protocols Order; (e) The US Court shall have issued an order, acceptable in form and substance to the Administrative Agent in its sole discretion, by no later than April 12, 2024 granting provisional relief pursuant to Section 1519(a) of the United States Bankruptcy Code pending recognition of the CCAA Proceedings as foreign main proceedings, recognizing the Amended and Restated Initial Order and the Protocols Order on an interim basis and approving the DIP Facility on an interim basis (the “Provisional Order”), and the Provisional Order shall not have been amended, restated, modified, varied, vacated, stayed, set aside, and there shall have been no motion served or filed seeking leave to appeal or amend, vary or set aside the Provisional Order; (f) The Administrative Agent shall have received, in form and substance satisfactory to the Administrative Agent, an irrevocable direction from the DIP Borrowers directing the Administrative Agent to pay, with proceeds of the Initial Advance, the Commitment Fee; (g) The Administrative Agent shall have received an Advance Notice in respect of the requested Initial Advance in accordance with the terms of this Term Sheet; (h) No Event of Default shall have occurred and be continuing or will occur as a result of the requested Initial Advance; (i) There shall be no Lien upon the DIP Collateral ranking <i>pari passu</i> with or in priority to the DIP Charge, other than potential <i>de minimis</i> claims in respect of repair and storage lien claimants if applicable in the aggregate amount not exceeding CAD100,000, except as permitted hereunder; and (j) The Administrative Agent shall have received such other supporting documentation as it may reasonably request, in each case, in form and substance satisfactory to the Administrative Agent.
CONDITIONS PRECEDENT TO ALL ADVANCES OTHER THAN THE INITIAL ADVANCE	The Lenders’ agreement to make any Advance, other than the Initial Advance, is subject to the satisfaction of the following conditions precedent: (a) The Administrative Agent shall have received, in form and substance satisfactory to the Lenders, a duly executed original of the Credit Agreement; (b) The CCAA Court shall have issued the Amended and Restated Initial Order and the Protocols Order no later than 5:00 pm (EST) on April 8, 2024 and the Amended and Restated Initial Order and the Protocols Order shall not have been amended, restated, modified, varied, vacated, stayed, set aside, and there shall have been no motion served or filed seeking leave to appeal or to amend, vary or set aside the Amended and Restated Initial Order or the Protocols Order; (c) The US Court shall have issued the Provisional Order by no later than April 12, 2024, and the Provisional Order shall not have been amended, restated, modified, varied, vacated, stayed, set aside, and there shall have been no motion served or filed seeking leave to appeal or amend, vary or set aside the Provisional Order; (d) The Administrative Agent shall have received duly executed originals of all security documentation together with all insurance certificates, legal opinions from counsel to the DIP Borrowers and other documents as and in such form

	and substance the Administrative Agent may reasonably require to give effect to the provisions hereof; (e) The DIP Borrowers shall have made all necessary or advisable registrations and taken all other steps in applicable jurisdictions to perfect and give effect to the DIP Charge as reasonably requested by the Administrative Agent; (f) In respect of all Advances from and after April 28, 2024 (the “Final Recognition Deadline”), the US Court shall have issued an order (the “Final Recognition Order”), acceptable in form and substance to the Administrative Agent in its sole discretion, no later than the Final Recognition Deadline recognizing the Amended and Restated Initial Order and the Protocols Order on a final basis, recognizing the CCAA Proceedings as foreign main proceedings on a final basis, and approving the DIP Facility on a final basis, and such order shall not have been amended, restated, modified, varied, vacated, stayed, set aside, and there shall have been no motion served or filed seeking leave to appeal or amend, vary or set aside such order, provided if the US Court does not have time available for a hearing of the application for the Final Recognition Order on or before April 28, 2024 then the Final Recognition Deadline shall be extended to the earlier of (i) the first available US Court date thereafter, and (ii) May 3, 2024; (g) No DIP Borrower shall, after the Filing Date, be subject to an Adverse Action; (h) The DIP Borrowers shall have paid all fees and expenses of the Administrative Agent and the Finance Parties incurred to the date of the Advance, including the invoiced and Administrative Agent approved fees and expenses of Lenders’ Counsel and the Lender Financial Advisor; (i) The Administrative Agent shall have received an Advance Notice in accordance with the terms of the Credit Agreement; (j) No Event of Default shall have occurred and be continuing or will occur as a result of the requested Advance; (k) There shall be no Lien upon the DIP Collateral ranking <i>pari passu</i> with or in priority to the DIP Charge, except as permitted hereunder and in the Amended and Restated Initial Order; and (l) The Administrative Agent shall have received such other supporting documentation as it may reasonably request, in each case, in form and substance satisfactory to the Administrative Agent.
Representations & Warranties:	As per the Existing Credit Agreement but adjusted to reflect the CCAA filing, and excluding existing defaults of such Representations and Warranties.
Affirmative Covenants:	As per the Existing Credit Agreement but adjusted to reflect the CCAA filing and otherwise updated to include the following: (a) To the extent required, the DIP Borrowers shall make best efforts to provide the following to the Administrative Agent as soon as possible: duly executed originals of security documentation together with all insurance certificates, legal opinions from counsel to the DIP Borrowers and other documents as and in such form and substance the Administrative Agent may reasonably require to give effect to the provisions hereof; (b) The DIP Borrowers shall consult with the Administrative Agent, as reasonably practicable, and provide to the Administrative Agent a copy of all materials to be served and/or filed in connection with any application or motion by any DIP Borrower (or a foreign representative on their behalf) for a Court Order at least

	three (3) Banking Days before the earlier of service and filing thereof to permit review by the Lenders and their legal and financial advisors, unless it is not practical in the circumstances to provide a copy of such materials in such timing in which case the DIP Borrowers shall provide the Administrative Agent with a copy of such materials as far in advance as the circumstances permit. The final versions of such materials to be served and filed shall be in form and substance reasonably satisfactory to the Administrative Agent; (c) The DIP Borrowers shall provide to the Administrative Agent, promptly upon receipt, a copy of all materials received by any DIP Borrower in connection with any application or motion to the Court or any other court by a third party in or in respect of the CCAA Proceedings or the Chapter 15 Proceedings; (d) The DIP Borrowers shall consult with the Administrative Agent on the development of the Entitlement Protocol and shall make best efforts to obtain Court approval of an Entitlement Protocol by no later than May 1, 2024; (e) The DIP Borrowers shall comply at all times with the provisions of the Initial Order, the Amended and Restated Initial Order, the Protocols Order, the Provisional Order, the Final Recognition Order and all other Court Orders, the Protocols, and the Real Estate Monetization Plan; (f) In respect of any sale or investment solicitation process which may be initiated by or in respect of any DIP Borrower or any of their property, such SISP and related procedures (a “SISP”) shall be acceptable to the Lenders in all respects or approved by the CCAA Court and the DIP Borrowers shall comply at all times with the SISP and any Court Order approving the SISP, including by achieving the milestones set out in the SISP; (g) The DIP Borrowers shall comply at all times with the DIP Budget, provided the DIP Borrowers shall be permitted a cumulative aggregate negative variance from the cumulative net cash flow (exclusive of the professional fees and disbursements of the DIP Lender) of not more than: (i) CAD3 million in the first three weeks (being the week ending April 7, 2024 through the week ending April 21, 2024); (ii) CAD3.5 million in weeks four through six; (iii) CAD4 million in weeks seven through to nine; (iv) CAD4.5 million in weeks ten through to twelve; and (v) CAD5 million in week thirteen. (h) The DIP Borrowers shall deliver to the Administrative Agent and the Lender Financial Advisor (i) Updated DIP Budgets and DIP Budget Variance Reports, (ii) such other reporting as is required under the Credit Agreement (or, until execution and delivery of the Credit Agreement, the Term Sheet), and (iii) such other information from time to time as is reasonably requested by the Administrative Agent or a Lender; (i) The DIP Borrowers shall deliver to the Administrative Agent and the Lender Financial Advisor, as soon as reasonably possible following preparation thereof (i) copies of all monthly internal financial statements, statements of liquidity and updates to the DIP Budget, together with any related or supporting information provided to the Monitor to the extent that the DIP Borrowers currently produce such financial statements or information, and (ii) any material written reports, commentary or analysis received by the DIP Borrowers from the Monitor regarding the financial position of the DIP Borrowers and their affiliates (as applicable) or otherwise; (j) The DIP Borrowers shall provide the Administrative Agent with a weekly status update (which at the Administrative Agent’s request shall include weekly meetings with the Monitor and/or the Chief Restructuring Officer) regarding the status of the businesses (including any plans to cease operating any business), operations and restructuring efforts of the DIP Borrowers (including compliance
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	with the Protocols), the CCAA Proceedings, the Chapter 15 Proceedings, the Real Estate Monetization Plan, all ongoing SISPs, and all other matters material to the DIP Borrowers or the Pre-Filing and Post-Filing interests of the Lenders; (k) The DIP Borrowers shall keep the Lenders apprised on a timely basis of all material developments with respect to the DIP Collateral, the business and affairs of the DIP Borrowers, the Real Estate Monetization Plan and all ongoing SISPs, including, without limiting the foregoing, by providing to the Administrative Agent copies of (i) all listing agreements and financial advisory or brokerage engagement letters, (b) all marketing, process and other materials which any DIP Borrower intends to provide to prospective interested parties, including all bid process letters and draft forms of letter of interest or definitive agreements, which materials shall be to the satisfaction of the Administrative Agent, acting reasonably, and (ii) all expressions of interest, bids or offers received, whether binding or non-binding; (l) The DIP Borrowers shall notify the Administrative Agent forthwith of the occurrence of any Event of Default; (m) Each DIP Borrower shall allow the Administrative Agent, the Lender Financial Advisor and such other agents or lease service providers engaged by the Administrative Agent or the Lender Financial Advisor full access to the Borrowers' premises and all information and documentation of the DIP Borrowers (including the taking of copies) on reasonable notice and during normal business hours and cause management thereof to fully cooperate with any such directors, officers, employees, agents, advisors and representatives, and provided that all requests under this paragraph shall be commercially reasonable and made with due consideration to the time and cost related to satisfying such requests; (n) The DIP Borrowers shall pay when due all amounts constituting Priority Payables; (o) If, at any time between the dates on which the DIP Borrowers are required to deliver a DIP Budget Variance Report, the DIP Borrowers have or expect to incur a material variance to the DIP Budget then the DIP Borrowers shall promptly inform the Administrative Agent and the Lender Financial Advisor of same; and (p) The DIP Borrowers shall, as soon as reasonably possible following the issuance of the Amended and Restated Initial Order and the Provisional Order, make all necessary or advisable registrations and take all other steps in applicable jurisdictions to perfect and give effect to the DIP Charge.
Negative Covenants:	As per the Existing Credit Agreement but adjusted to reflect the CCAA filing and otherwise updated to include the following: (a) No DIP Borrower shall use any Advance except in accordance with the permitted uses hereunder and the DIP Budget; (b) Except in accordance with the Initial Order and the Amended and Restated Initial Order and as contemplated in the DIP Budget, no DIP Borrower shall make any payment of any indebtedness or obligations existing as at the Filing Date (the "Pre-Existing Debt"); (c) No DIP Borrower shall create, incur or permit to exist any Indebtedness other than Pre-Existing Debt, DIP Obligations, Advances, indebtedness subject to the Intercompany Advances Charge, and unpaid accounts payable in the ordinary course of business (including unpaid rents and other amounts payable to

	Affiliates of the DIP Borrowers in accordance with the Initial Order or the Amended and Restated Initial Order), all subject to the DIP Budget; (d) Except for the DIP Charge and the charges created in the Initial Order, no DIP Borrower shall cause any new Lien or provide, seek or support any request by another Person to provide any Lien (whether contractual or by Court Order), upon any of the DIP Collateral; (e) No DIP Borrower shall take any steps contrary to the provisions set out under the “Unaffected Creditor Status of the Lenders” section below; (f) No DIP Borrower shall accept or enter into any sale or other transaction involving any of the DIP Borrowers or their property outside of the ordinary course of business without prior consultation with the Administrative Agent and either the prior written consent of the Administrative Agent or approval of the Court; (g) No DIP Borrower shall disclaim any contract that is directly or indirectly material to the DIP Borrowers’ business without the prior written approval of the Administrative Agent; (h) No DIP Borrower shall or shall permit the amendment of the Protocols or the Real Estate Monetization Plan, without the prior written consent of the Administrative Agent or approval of the Court; (i) No DIP Borrower shall make any advance or Distribution to, on behalf of, or for the benefit of any Person who is not a DIP Borrower; (j) No DIP Borrower shall make any advance, payment or Distribution to, on behalf of, or for the benefit of any member of the DIP Borrowers’ management team or any Person related to any member of the DIP Borrowers’ management team, whether directly or indirectly, other than the payment of salary in the ordinary course that is consistent with past practice and which have been disclosed to the Administrative Agent and approved by the Monitor; (k) No DIP Borrower shall establish or seek Court approval of a key employee retention or incentive or similar plan without prior consultation with the Administrative Agent; and (l) No DIP Borrowers shall (i) settle, compromise, reduce, assign or take any other step which might impair any intercompany indebtedness owing by it to another DIP Borrower, or (ii) make any Distribution to any DIP Borrower or any other Person without approval of the Court.
Events of Default:	(a) Any breach or default by any DIP Borrower in performance of the terms of the Credit Agreement (or, until execution and delivery of the Credit Agreement, the Term Sheet) or any Credit Document; (b) If the Credit Agreement is not fully executed and delivered by April 19, 2024 provided that the DIP Borrowers are provided with the draft of such Credit Agreement on or before April 10, 2024; (c) The Lenders determine, in their sole discretion, acting reasonably, that a material adverse change has occurred after the date hereof in respect of the business, affairs or financial condition of the DIP Borrowers, collectively, or the ability of the DIP Borrowers, collectively, to comply with their respective Post-Filing Obligations under the Credit Agreement (or, until execution and delivery of the Credit Agreement, the Term Sheet), any other Credit Document or any Court Order;

	(d) Any DIP Borrower fails to pay or remit any amounts that constitute Priority Payables as they become due from time to time; (e) The Initial Order, the Amended and Restated Initial Order, the Protocols Order, the Provisional Order, the Final Recognition Order or any other Court Order or any of the Protocols is amended, restated or otherwise varied, in a manner that adversely affects or would reasonably be expected to adversely affect the interests of the Administrative Agent or Lenders, without the prior written consent of the Administrative Agent, or any Court Order is issued, dismissed, stayed, reversed, vacated, amended or restated and such issuance, dismissal, stay, reversal, vacation, amendment or restatement adversely affects or would reasonably be expected to adversely affect the interests of the Administrative Agent or the Lenders, including any Court Order or order of any other court: i. terminating, lifting or amending the stay imposed by any Court Order or otherwise in the Proceedings; ii. dismissing the Chapter 15 Proceedings; iii. granting an appeal of, or leave to appeal the Initial Order, the Amended and Restated Initial Order, the Protocols Order, the Provisional Order, the Final Recognition Order or any other Court Order; iv. granting or declaring that any other claim or Lien ranks equal or in priority to the DIP Charge or the DIP Security, except as permitted hereunder and in the Amended and Restated Initial Order; or v. staying, reversing, vacating or otherwise modifying this Term Sheet, the Credit Agreement or any other Credit Document, the DIP Charge or the Security or prejudicially affecting the Administrative Agent, the Lenders or the DIP Collateral; (f) The US Court refuses to recognize any order made in the CCAA Proceeding which the Administrative Agent in its sole discretion determines is material; (g) A case under Chapter 11 or Chapter 7 of the United States Bankruptcy Code shall be commenced by or against any DIP Borrower, which is not otherwise stayed; (h) The appointment of a receiver and manager, receiver, interim receiver or similar official or any process of any court becomes enforceable against any DIP Borrower or any of their material property, or any of their material property is seized or levied upon, or a creditor or governmental agency takes possession of a material amount of property of the DIP Borrowers, provided for certainty that for the purposes of this paragraph materiality shall be determined in reference to the collective property or operations of the DIP Borrowers; (i) Any violation or breach of any Court Order by a DIP Borrower; (j) Subject to the Initial Order, the Amended and Restated Initial Order, the Provisional Order, the Final Recognition Order any other Court Order, or the prior written consent of the Administrative Agent, any DIP Borrower ceases to carry on or maintain its business or its assets in the ordinary course of the business; (k) The initiation or continuation of any Adverse Action against any DIP Borrower; (l) Any proceeding, motion or application is commenced or filed by a DIP Borrower or, if commenced by another Person, supported or otherwise consented to by a DIP Borrower seeking the invalidation, subordination or other
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	challenge of the terms of the DIP Charge, this Term Sheet, the Credit Agreement or any other Credit Document; (m) The DIP Budget in effect at any time or any Updated DIP Budget delivered hereunder indicates that the DIP Facility does not provide sufficient liquidity for the operations of the DIP Borrowers; (n) In respect of any SISF, any deadline for the satisfaction of a material requirement (including any deadline for receipt of bids, offers, letters of intent or agreements, whether binding or non-binding, Court approval or closing) passes without such requirement being satisfied; (o) The Monitor declares that a material adverse change has occurred; and (p) The Monitor does not obtain opinions from its legal counsel on usual and customary terms, assumptions and qualifications with respect to the validity and enforceability of the Security in both Canada and the United States, including with respect to the security interest of the Administrative Agent over vehicles and leases financed by the Lenders pursuant to the Existing Credit Agreement, by April 29, 2024 or such later date reasonably required by such legal counsel exercising best efforts to complete such review in a timely manner and before the aforesaid date.
Application of Cash Proceeds of Realization	The Application of Proceeds of Realization provision in the Existing Credit Agreement shall be amended to provide that, except as otherwise contemplated herein, Obligations under and in respect of the DIP Facility shall be paid in full before other Obligations are paid.
Unaffected Creditor Status of the Lenders	(a) The Administrative Agent and the Finance Parties shall at all times be treated as an “<i>unaffected creditor</i>” and “<i>unimpaired</i>” in the CCAA Proceedings and the Chapter 15 Proceedings, including in any plan of compromise or arrangement filed pursuant thereto and/or in any other insolvency, restructuring, reorganization and/or arrangement proceeding with respect to any DIP Borrower thereafter including, without limitation, proceedings under the CCAA, the <i>Bankruptcy and Insolvency Act</i> (Canada), United States Bankruptcy Code or any other legislation of any jurisdiction pertaining to insolvency or creditors’ rights; (b) No plan of compromise or arrangement filed by a DIP Borrower in the CCAA Proceedings or in any other proceedings shall contemplate or result in a compromise or other impairment of the Obligations (including the DIP Obligations) under the Existing Credit Agreement, the Term Sheet, the Credit Agreement and any other Credit Documents, or the rights of the Administrative Agent or the Finance Parties under or in respect thereof; and (c) Any stay of proceedings ordered by a Court in the CCAA Proceedings or the Chapter 15 Proceedings, including, without limitation, in the Initial Order and the Amended and Restated Initial Order, shall not apply to the Administrative Agent, the Lenders or any Finance Parties, in respect of the DIP Facility, the DIP Obligations and the DIP Charge, provided, however, that the Initial Order and the Amended and Restated Initial Order shall provide that in respect of the DIP Facility, the DIP Obligations and the DIP Charge the Administrative Agent and the Lenders may not exercise any of their rights or remedies under or pursuant to this DIP Term Sheet, this Term Sheet, the Credit Agreement or any other Credit Documents or the DIP Charge, without providing 3 Banking Days’ notice to the CCAA Debtors and the Monitor.
Governing Law:	As per the Existing Credit Agreement.
Defined Terms:	“ Administration Charge ” has the meaning given to it in the Initial Order;

	“Administrative Agent” means Royal Bank of Canada in its capacity as administrative Agent for and on behalf of the Lenders and the other Finance Parties; “Amended and Restated Initial Order” means an Amended and Restated Initial Order to be issued by the CCAA Court in the CCAA Proceedings in substantially the form attached hereto as Schedule A and otherwise satisfactory to the Administrative Agent and the Lenders; “CCAA” means the <i>Companies’ Creditors Arrangement Act</i> (Canada); “CCAA Proceedings” means the proceedings commenced by the CCAA Debtors under the CCAA; “Chapter 15 Proceedings” means the proceedings to be commenced under Chapter 15 of the United States Bankruptcy Code seeking, among other things, recognition of the CCAA Proceedings; “CCAA Court” means the Ontario Superior Court of Justice (Commercial List); “Court” means, as the context requires, one or both of the CCAA Court and the US Court; “Court Order” means an order of the CCAA Court or the US Court; “DIP Availment Borrowers” means the DIP Borrowers other than Coastline Holdings, Corp., Pride Group Holdings Inc., and Frontage Road Holding Corp.; “DIP Borrowers” means the “Applicants” and the “Limited Partnerships” listed in Schedule “A” of the Initial Order; “Distribution” means (i) payments of dividends or distributions (in cash, property or obligations) on any Equity Interests of any DIP Borrower, (ii) payments to repurchase, redeem or otherwise acquire for value any outstanding Equity Interests of any DIP Borrower, (iii) applications of any of the funds or assets of any DIP Borrower to a sinking fund dedicated to the repurchase, redemption or retirement of Equity Interests of any DIP Borrower, (iv) payments by any DIP Borrower on account of management fees and management bonuses, (v) repayments by any DIP Borrower of indebtedness owing to any Equity Interest holder of any DIP Borrower, or to any Related Person of any such holder, (vi) payments made in cash by any DIP Borrower to any affiliate of a DIP Borrower or any Related Person of a DIP Borrower and (vii) any other Distribution as defined in the Existing Credit Agreement; “Entitlement Protocol” has the meaning given to it in the Governance Protocol; “Event of Default” means any event of default set forth under the heading “Events of Default” in this Term Sheet; “Governance Protocol” means the Governance Protocol attached hereto as Schedule B; “Filing Date” means the date of issuance of the Initial Order; “Initial Advance” means one or more Advances not to exceed the principal amount of CAD6,500,000; “Initial Order” means the initial order of the Court issued in the CCAA Proceedings on March 27, 2024; “Intercompany and Unsecured Claims Preservation Protocol” means the protocol attached hereto as Schedule C; “Lenders” has the meaning given to it in the Existing Credit Agreement; “Monitor” means Ernst & Young Inc. in its capacity as the Court-appointed Monitor in the CCAA Proceedings;
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	“Pre-Filing” refers to the period prior to the effective time of the Initial Order; “Priority Payables” means harmonized sales tax, sales Tax and any amount payable or accrued by any DIP Borrower which is secured by a Lien (other than the Administration Charge) which ranks prior to or <i>pari passu</i> with the DIP Charge or any other DIP Security, including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, Taxes, or employer pension contributions, and other statutory or other claims that have or may have priority over, or rank <i>pari passu</i> with, the DIP Charge or any other DIP Security; “Obligations” has the meaning given to it in the Existing Credit Agreement and includes the DIP Obligations; “Proceedings” means the CCAA Proceedings and the Chapter 15 Proceedings, or either of them; “Post-Filing” refers to the period from and after the effective time of the Initial Order; “Protocols” means, collectively, the Governance Protocol, the Entitlement Protocol, and the Intercompany and Unsecured Claims Preservation Protocol; “Protocols Order” means an Order to be issued by the CCAA Court in the CCAA Proceedings in substantially the form attached hereto as Schedule D and otherwise satisfactory to the Administrative Agent and the Lenders; “Real Estate Monetization Plan” means the real estate monetization plan attached hereto as Schedule E; and “US Court” means the United States Bankruptcy Court for the District of Delaware.
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DIP BORROWERS:

TPINE TRUCK RENTAL INC.

By: 
Name: Amrinder Johal
Title: Director

TPINE LEASING CAPITAL CORPORATION

By: 
Name: Sulakhan Johal
Title: Director

PRIDE TRUCK SALES LTD.

By: 
Name: Sulakhan Johal
Title: Director

2076401 ONTARIO INC.

By: 
Name: Sulakhan Johal
Title: Director

**TPINE LEASING CAPITAL L.P. by its
general partner COASTLINE HOLDINGS,
CORP.**

By: 
Name: Sulakhan Johal
Title: President

PGED HOLDING, CORP.

By: S. Johal
Name: Sulakhan Johal
Title: President

HIGH PRAIRIE TEXAS HOLDING CORP

By: S. Johal
Name: Sulakhan Johal
Title: Director

131 INDUSTRIAL BLYD HOLDING CORP

By: S. Johal
Name: Sulakhan Johal
Title: Director

59TH AVE PHOENIX HOLDING CORP.

By: S. Johal
Name: Sulakhan Johal
Title: Director

**DI MILLER DRIVE BAKERSFIELD
HOLDING CORP.**

By: S. Johal
Name: Sulakhan Johal
Title: Director

1450 MEYERSIDE HOLDING INC.

By: S. Johal
Name: Sulakhan Johal
Title: Director

PRIDE TRUCK SALES L.P., by its general partner COASTLINE HOLDINGS, CORP.

By: 
Name: Sulakhan Johal
Title: President

TPINE RENTAL USA, INC.

By: 
Name: Sulakhan Johal
Title: Signing Officer

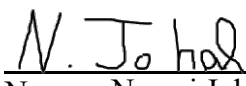
COASTLINE HOLDINGS, CORP.

By: 
Name: Sulakhan Johal
Title: Director

PRIDE GROUP HOLDINGS INC.

By: 
Name: Sulakhan Johal
Title: Director

PRIDE GROUP LOGISTICS LTD.

By: 
Name: Navraj Johal
Title: Director

2043002 ONTARIO INC.

By: 
Name: Sulakhan Johal
Title: Director

PRIDE FLEET SOLUTIONS INC.

By: 
Name: Sulakhan Johal
Title: Director

FRONTAGE ROAD HOLDING CORP.

By: 
Name: Sulakhan Johal
Title: Director

**PRIDE GROUP REAL ESTATE
HOLDINGS INC.**

By: 
Name: Sulakhan Johal
Title: Director

**68TH STREET SASKATOON HOLDING
INC.**

By: 
Name: Sulakhan Johal
Title: Director

MANHEIM ROAD HOLDING CORP.

By: 
Name: Sulakhan Johal
Title: Director

3000 PITFIELD HOLDING INC.

By: 
Name: Sulakhan Johal
Title: Director

CRESCENTVILLE ROAD CINCINNATI HOLDING CORP.

By: 
Name: Sulakhan Johal
Title: Director

84 ST SE CALGARY HOLDINGS INC.

By: 
Name: Sulakhan Johal
Title: Director

87TH AVENUE MEDLEY FL HOLDING CORP.

By: 
Name: Amrinder Johal
Title: President

102098416 SASKATCHEWAN LTD.

By: S. Johal
Name: Sulakhan Johal
Title: Director

2863283 ONTARIO INC.

By: S. Johal
Name: Sulakhan Johal
Title: Director

13761983 CANADA INC.

By: S. Johal
Name: Sulakhan Johal
Title: Director

2554193 ONTARIO INC.

By: J. Jaul
Name: Jasvir Johal
Title: Director

2554194 ONTARIO INC.

By: S. Johal
Name: Sulakhan Johal
Title: Director

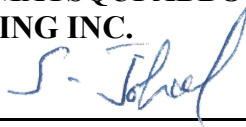
933 HELENA HOLDINGS INC.

By: S. Johal
Name: Sulakhan Johal
Title: Director

177A STREET SURREY HOLDING INC.

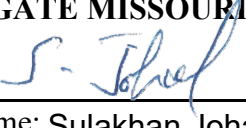
By: S. Johal
Name: Sulakhan Johal
Title: Director

**30530 MATSQUI ABBOTSFORD
HOLDING INC.**

By: 

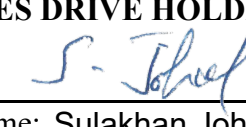
Name: Sulakhan Johal
Title: Director

EASTGATE MISSOURI HOLDING CORP.

By: 

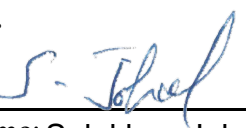
Name: Sulakhan Johal
Title: Director

TERNES DRIVE HOLDING CORP.

By: 

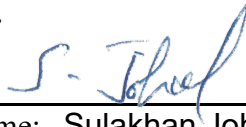
Name: Sulakhan Johal
Title: Director

**CORRINGTON MISSOURI HOLDING
CORP.**

By: 

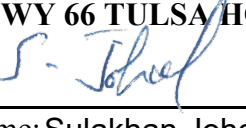
Name: Sulakhan Johal
Title: Director

**401 SOUTH MERIDIAN OKC HOLDING
CORP.**

By: 

Name: Sulakhan Johal
Title: Director

8201 HWY 66 TULSA HOLDING CORP.

By: 

Name: Sulakhan Johal
Title: Director

ALEXIS INVESTMENTS, LLC

By: S. Johal

Name: Sulakhan Johal

Title: Director

11670 INTERSTATE HOLDING, CORP.

By: S. Johal

Name: Sulakhan Johal

Title: Director

**OLD NATIONAL HIGHWAY HOLDING
CORP.**

By: S. Johal

Name: Sulakhan Johal

Title: Director

BISHOP ROAD HOLDING CORP.

By: S. Johal

Name: Sulakhan Johal

Title: Director

TERMINAL ROAD HOLDING, CORP.

By: S. Johal

Name: Sulakhan Johal

Title: Director

**HIGHWAY 46 MCFARLAND HOLDING
CORP.**

By: S. Johal

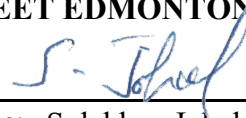
Name: Sulakhan Johal

Title: President

**LOOP 820 FORT WORTH HOLDING
CORP.**

By: 
Name: Sulakhan Johal
Title: President

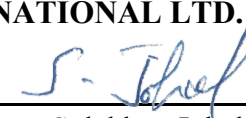
52 STREET EDMONTON HOLDING INC.

By: 
Name: Sulakhan Johal
Title: Director

**VALLEY BOULEVARD FONTANA
HOLDING CORP.**

By: 
Name: Sulakhan Johal
Title: Director

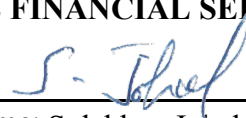
**PRIDE GROUP LOGISTICS
INTERNATIONAL LTD.**

By: 
Name: Sulakhan Johal
Title: Director

DIXIE TRUCK PARTS INC.

By: 
Name: Sulakhan Johal
Title: Director

TPINE FINANCIAL SERVICES INC.

By: 
Name: Sulakhan Johal
Title: Director

PRIDE GROUP EV SALES LTD.

By: S. Johal
Name: Sulakhan Johal
Title: Director

PRIDE GROUP LOGISTICS USA, CO.

By: N. Johal
Name: Navraj Johal
Title: President

**ARNOLD TRANSPORTATION
SERVICES, INC.**

By: N. Johal
Name: Navraj Johal
Title: Director

DIXIE TRUCK PARTS INC.

By: S. Johal
Name: Sulakhan Johal
Title: Director

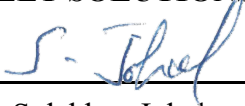
TPINE FINANCIAL SERVICES CORP.

By: S. Johal
Name: Sulakhan Johal
Title: President

PARKER TRANSPORT CO.

By: N. Johal
Name: Navraj Johal
Title: Director

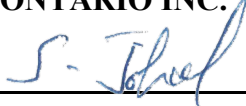
PRIDE FLEET SOLUTIONS USA INC.

By: 
Name: Sulakhan Johal
Title: President

2029909 ONTARIO INC.

By: 
Name: Sulakhan Johal
Title: President

2837229 ONTARIO INC.

By: 
Name: Sulakhan Johal
Title: Director

2108184 ALBERTA LTD.

By: 
Name: Sulakhan Johal
Title: Director

12944154 CANADA INC.

By: 
Name: Sulakhan Johal
Title: Director

13184633 CANADA INC.

By: 
Name: Sulakhan Johal
Title: Director

FRENCH CAMP HOLDING CORP.

By: 
Name: Sulakhan Johal
Title: Director

162 ROUTE ROAD TROY HOLDING CORP.

By: 
Name: Sulakhan Johal
Title: Director

13TH STREET POMPANO BEACH FL HOLDING CORP.

By: 
Name: Sulakhan Johal
Title: Director

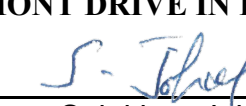
EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.

By: 
Name: Sulakhan Johal
Title: Director

963 SWEETWATER HOLDING CORP.

By: 
Name: Sulakhan Johal
Title: Director

OAKMONT DRIVE IN HOLDING CORP.

By: 
Name: Sulakhan Johal
Title: Director

2692293 ONTARIO LTD.

By: S. Johal
Name: Sulakhan Johal
Title: Director

1000089137 ONTARIO INC.

By: N. Johal
Name: Navraj Johal
Title: Director

PARKER GLOBAL ENTERPRISES, INC.

By: N. Johal
Name: Navraj Johal
Title: Director

DVP HOLDINGS, CORP.

By: S. Johal
Name: Sulakhan Johal
Title: President

SWEET HOME HOSPITALITY L.P.

By: S. Johal
Name: Sulakhan Johal
Title: President

LENDERS:

ROYAL BANK OF CANADA, as Lender

By: Brad Newton
Name: Brad Newton
Title: Senior Director

By: _____
Name:
Title:

**THE TORONTO-DOMINION BANK, as
Lender**

By: 
Name: Michael Vos
Title: VP, Financial Restructuring Group

By: 
Name: Andrea Jamnisek
Title: Director, Financial Restructuring Group

THE BANK OF NOVA SCOTIA, as Lender

By: Neel Chopra

Name: Neel Chopra

Title: Director

By: 

Name: Jeff Johnston

Title: Senior Manager

BANK OF MONTREAL, as Lender

By: *Zachary Newman*
Name: Zachary Newman
Title: Senior Manager

By: *Shane Klein*
Name: Shane Klein
Title: Managing Director

ADMINISTRATIVE AGENT:

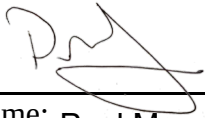
**ROYAL BANK OF CANADA, as
Administrative Agent**

By: 
Name: Annie Lee
Title: Associate Director, Agency Services

By: _____
Name:
Title:

FLOOR PLAN ADMINISTRATOR:

**ROYAL BANK OF CANADA, as
Floor Plan Administrator**

By: 
Name: Paul Murphy
Title: Director, Senior Commercial Markets

By: _____
Name:
Title:

Exhibit C

A&R Initial Order

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

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

THE HONOURABLE	)	FRIDAY, THE 5TH
	)	
JUSTICE OSBORNE	)	DAY OF APRIL, 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 AND RESTATED INITIAL ORDER

(amending the Initial Order dated March 27, 2024)

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Sulakhan Johal sworn March 26, 2024 and the Exhibits thereto (the "**Johal Affidavit**"), the affidavit of Randy Benson sworn April 2, 2024 and the Exhibits thereto (the "**Benson Affidavit**"), the pre-filing report of the proposed monitor, Ernst & Young Inc., dated March 27, 2024 (the "**Pre-Filing Report**"), the first report of Ernst & Young Inc., in its capacity as court-appointed monitor (the "**Monitor**") dated April 4, 2024 (the "**First Report**"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants and the limited partnerships listed in Schedule "A" hereto (the "**Limited Partnerships**" and collectively with the Applicants, the "**Pride Entities**"), the Monitor, Royal Bank of Canada (the "**DIP Agent**") as administrative agent for the lenders (the "**DIP Lenders**") under the DIP Term Sheet (as defined below) and such other counsel that were present, and no one

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else appearing although duly served as appears from the affidavit of service of Puya Fesharaki sworn April 2, 2024 and the affidavit of service of Nancy Thompson sworn April 4, 2024, and on reading the consent of the Monitor to act as the monitor,

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time of service of the Notice of Application, the Application Record, the Motion Record, the Pre-Filing Report, and the First Report is hereby abridged and validated so that this Application and Motion are properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that, with the exception of paragraphs 58 and 61, references in this Order to the “date of this Order”, the “date hereof” or similar phrases refer to the date the Initial Order of this Court that was granted in these proceedings, being March 27, 2024 (the “**Initial Order**”).

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies. Although not Applicants, the Limited Partnerships shall enjoy the benefits of the protections and authorizations provided by this Order.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Pride Entities shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof and insurance proceeds (the “**Property**”). For greater certainty, “Property” does not include any vehicles or equipment, vehicle or equipment certificates of title, leases and other similar agreements or contracts, lease and other similar agreement or contract payments or receipts, proceeds of sale, and all related rights therein and

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proceeds (including insurance proceeds) thereof, including all amounts on deposit in or credited to accounts in respect thereof, which is owned by and the property of any party to a Securitization Agreement (as defined in the Johal Affidavit) (the "**Securitization Parties**") or other third party including any such property held by the Pride Entities in trust for the benefit of any Securitization Party or other third party (the "**Securitization Party Assets**"). Subject to further Order of this Court, the Pride Entities shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and the Property. The Pride Entities shall be authorized and empowered to continue to retain and employ the employees, Independent Contractors (as defined below) consultants, agents, experts, accountants, tax consultants, counsel and such other persons (collectively, the "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order. Nothing in this paragraph 5 or this Order shall exempt any Securitization Party Assets from being subject to the Governance Protocol (as defined in and attached to the Protocols Order granted by this Court in these proceedings on April 5, 2024 (the "**Protocols Order**")).

6. **THIS COURT ORDERS** that, subject to the Protocols (as defined in the Protocols Order), the Pride Entities shall be entitled to continue to utilize the central cash management system currently in place (including, for greater certainty, intercompany transfers from one Pride Entity to another Pride Entity approved by the Monitor) as described in the Johal Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Pride Entities of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Persons (as hereinafter defined) other than the Pride Entities, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System from and after the date of this Order.

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7. **THIS COURT ORDERS** that the Pride Entities shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

- (a) all outstanding and future wages, salaries, commissions, employee benefits, contributions in respect of retirement or other benefit arrangements, vacation pay and expenses payable prior to, on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) all outstanding and future amounts invoiced to any of the Pride Entities from those independent contractors (including, but not limited to, those contractors or subcontractors that provide truck driving, logistics, maintenance or office support) (the “**Independent Contractors**”) retained by any of the Pride Entities, payable prior to, on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing payment arrangements (which for greater certainty, shall include payment to Independent Contractors through third party staffing agencies where applicable);
- (c) the fees and disbursements of any Assistants retained or employed by the Pride Entities in respect of these proceedings, at their standard rates and charges;
- (d) payment for fuel supplied to any of the Pride Entities either prior to, on or following the date of this Order; and
- (e) with the consent of the Monitor and the CRO and in accordance with the DIP Budget (as defined in the First Report), amounts owing by any of the Pride Entities prior to the date of this Order with respect to goods, services or tolls provided to or incurred by the Pride Entities, if, in the opinion of the Pride Entities, it is necessary to preserve the value of the Property and the Business of any of the Pride Entities, or to facilitate the Restructuring (as defined below) by any of the Pride Entities.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Pride Entities shall be entitled but not required to pay all reasonable expenses incurred by the Pride

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Entities in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), but with respect to such insurance, the Pride Entities shall be entitled to pay premiums that accrued, but were unpaid, prior to the date of this Order, maintenance and security services; and
- (b) payment for goods or services supplied to any of the Pride Entities on or following the date of this Order.

9. **THIS COURT ORDERS** that the Pride Entities shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, (iv) income taxes, (v) statutory deductions in the United States, and (vi) 401(k) contributions in respect of employees domiciled in the United States;
- (b) all goods and services taxes, harmonized sales taxes or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by any of the Pride Entities in connection with the sale of goods and services by any of the Pride Entities, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Pride Entities.

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10. **THIS COURT ORDERS** that until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Pride Entities shall pay all amounts constituting rent or payable as rent under real property leases (other than in respect of real property leased from one Pride Entity to another Pride Entity) (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the applicable Pride Entities and the respective arms' length landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. **THIS COURT ORDERS** that, except as specifically permitted herein, the Pride Entities are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any of the Pride Entities to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Property, other than in the ordinary course of the Business; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

12. **THIS COURT ORDERS** that, notwithstanding paragraph 11 herein, the Pride Entities shall be entitled to remit the following amounts to their creditors and Securitization Parties in accordance with, and subject to, the Protocols:

- (a) amounts collected by Tpine Leasing Capital Corporation or Tpine Leasing Capital LP in respect of vehicles, trailers, equipment and other personal property leased to third party customers or in respect of Securitization Party Assets, in the ordinary course of the Business; and
- (b) amounts collected by any of the Pride Entities with respect to the sale of vehicles, trailers, or equipment as contemplated in paragraph 13 herein, in the ordinary course of the Business.

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RESTRUCTURING

13. **THIS COURT ORDERS** that each of the applicable Pride Entities shall, subject to such requirements as are imposed by the CCAA and the Protocols, have the right to sell vehicles, trailers, equipment or other equipment owned by them in the ordinary course of the Business. For greater certainty, the Pride Entities shall not sell Securitization Party Assets, or Property in which a Securitization Party or other Person has financed pursuant to the books and records of the Pride Entities, without the written consent of the applicable Securitization Party or Person.

14. **THIS COURT ORDERS** that each of the applicable Pride Entities shall, with the approval of the Monitor and CRO and upon notice to the DIP Agent, have the right to transition and relinquish servicing and other duties in respect of Securitization Party Assets (including relinquishing possession of any vehicles or equipment that are Securitization Party Assets and/or Property where Securitization Parties have a first-ranking security interest) pursuant to arrangements satisfactory to the Pride Entities and the applicable Securitization Party, or further order of the Court.

15. **THIS COURT ORDERS** that each of the Pride Entities shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its Business or operations;
- (b) list for sale its owned real properties, subject to the Real Estate Monetization Plan and Intercompany and Unsecured Creditor Claims Preservation Protocol (each as defined in the Protocols Order), provided that the applicable Pride Entity shall seek an order from the Court approving any such sale;
- (c) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate;
- (d) terminate the engagement of any of its Independent Contractors as it deems appropriate; and

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- (e) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Pride Entities to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

LEASED PREMISES

16. **THIS COURT ORDERS** that the applicable Pride Entities shall provide each of the relevant landlords with notice of the applicable Pride Entity’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes such Pride Entity’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the applicable Pride Entity, or by further Order of this Court upon application by the applicable Pride Entity on at least two (2) days notice to such landlord and any such secured creditors. If the applicable Pride Entity disclaims or resiliates the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to such Pride Entity’s claim to the fixtures in dispute.

17. **THIS COURT ORDERS** that if a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the applicable Pride Entity and the Monitor 24 hours’ prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the applicable Pride Entity in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

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NO PROCEEDINGS AGAINST THE PRIDE ENTITIES, THE BUSINESS OR THE PROPERTY

18. **THIS COURT ORDERS** that until and including June 30, 2024, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**” and collectively, the “**Proceedings**”) shall be commenced or continued against or in respect of any of the Pride Entities, any of those additional parties listed on Schedule “A” hereto (the “**Additional Stay Parties**”), the Monitor or any of their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the Pride Entities, RC Benson Consulting Inc., in its capacity as Chief Restructuring Officer (the “**CRO**”) and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Pride Entities, any of the Additional Stay Parties or any of their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Pride Entities, the CRO and Monitor.

19. **THIS COURT ORDERS** that during the Stay Period, no Proceeding shall be commenced or continued against or in respect of Sulakhan Johal, Jasvir Johal and/or Amrinder Johal (collectively, the “**Personal Guarantors**”), or against or in respect of any of their current or future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, and including all proceeds thereof (collectively, the “**Personal Guarantors Property**”) with respect to any guarantee, contribution or indemnity obligation, liability or claim in respect of or that relates to any agreement involving any of the Pride Entities or the obligations, liabilities and claims of and against any of the Pride Entities (collectively, the “**Related Claims**”), except with the prior written consent of the Pride Entities, the CRO and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Personal Guarantors or the Personal Guarantors Property in respect of the Related Claims are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Pride Entities, the CRO and the Monitor.

20. **THIS COURT ORDERS** that, to the extent any prescription, time or limitation period relating to any Proceeding against or in respect of the Additional Stay Parties, or with respect to

-10-

any Related Claims against or in respect of the Personal Guarantors or the Personal Guarantors Property that is stayed pursuant to this Order may expire, the term of such prescription, time or limitation period shall hereby be deemed to be extended by a period equal to the Stay Period.

NO EXERCISE OF RIGHTS OR REMEDIES

21. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of any of the Pride Entities or the Monitor, or their respective employees, advisors and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Pride Entities, the CRO and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower any of the Pride Entities to carry on any business which they are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

22. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by any of the Pride Entities, except with the written consent of the Pride Entities, the CRO and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

23. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the Pride Entities or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payroll services, insurance, transportation or logistics services, utility or other services to any of the Pride Entities or the Business, are hereby restrained until further Order of this Court from discontinuing, altering,

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interfering with, suspending or terminating the supply of such goods or services as may be required by any of the Pride Entities, and that each of the Pride Entities shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the applicable Pride Entities in accordance with the normal payment practices of the applicable Pride Entities or such other practices as may be agreed upon by the supplier or service provider and each of the applicable Pride Entities and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

24. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to any of the Pride Entities. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

NO PRE-FILING VERSUS POST-FILING SET-OFF

25. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that (i) are or may become due to any of the Pride Entities in respect of obligations arising prior to the date hereof with any amounts that are or may become due from any of the Pride Entities in respect of obligations arising on or after the date of this Order, or (ii) are or may become due from any of the Pride Entities in respect of obligations arising prior to the date hereof with any amounts that are or may become due to any of the Pride Entities in respect of obligations arising on or after the date of this Order, in each case without the prior written consent of the applicable Pride Entity, the CRO and the Monitor or further Order of this Court.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

26. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Pride Entities with respect to any

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claim against the directors or officers that arose before the date hereof and that relates to any obligations of any of the Pride Entities whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Pride Entities, if one is filed, is sanctioned by this Court or is refused by the creditors of the Pride Entities or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

27. **THIS COURT ORDERS** that the Pride Entities shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Pride Entities after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

28. **THIS COURT ORDERS** that the directors and officers of the Pride Entities shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property of the Pride Entities, which charge shall not exceed an aggregate amount of \$7.4 million, as security for the indemnity provided in paragraph 27 of this Order. The Directors' Charge shall have the priority set out in paragraphs 60 and 61 herein.

29. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Pride Entities' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 27 of this Order.

APPOINTMENT OF CHIEF RESTRUCTURING OFFICER

30. **THIS COURT ORDERS** that RC Benson Consulting Inc. is hereby appointed as CRO, an officer of this Court, over and in respect of the Pride Entities and shall have the powers and obligations set out in the engagement agreement between the Pride Entities and the CRO dated February 24, 2024 (the "**CRO Agreement**").

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31. **THIS COURT ORDERS** that the CRO Agreement is approved *nunc pro tunc* and the Pride Entities are hereby authorized to perform all of their obligations pursuant to the CRO Agreement.

32. **THIS COURT ORDERS** that, subject to the terms of this Order, the CRO is hereby authorized to assist the Pride Entities and to do all things, carry out all actions and perform all duties described in the CRO Agreement and, without limiting the foregoing, the CRO is hereby empowered to do the following:

- (a) take any and all steps for and in the name of, and on behalf of, the Pride Entities necessary to carry out the Restructuring;
- (b) communicate with and provide information to the Monitor and report to this Court at such times and intervals as the CRO may deem appropriate with respect to matters relating to the Property, the Business, the Restructuring and such other matters as may be relevant to the proceedings herein;
- (c) perform such other duties as are required by this Order or by this Court from time to time, including but not limited to, such duties as set forth in the Protocols;
- (d) take all such steps and actions, enter into and execute all such agreements and documents in the name of and on behalf of the Pride Entities and incur such expenses and obligations necessary or incidental to the exercise of the foregoing powers; and

provided that each of the foregoing actions, agreements, expenses and obligations shall be construed to be those of the Pride Entities and not of the CRO nor any of its employees, representatives or agents.

33. **THIS COURT ORDERS** that the Pride Entities shall (a) advise the CRO of all material steps taken by the Pride Entities in these proceedings, and (b) cooperate fully with and provide the CRO with the assistance necessary to enable the CRO to exercise its powers and discharge its obligations under the CRO Agreement, this Order and any other orders issued in these proceedings.

34. **THIS COURT ORDERS** that the CRO shall not take possession of the Property and shall not, by fulfilling its obligations hereunder or under the CRO Agreement, be deemed to have taken

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or maintained possession or control of the Business or the Property, or any part thereof. Without limiting the foregoing, the CRO shall not, as a result of this Order or anything done pursuant to its duties and powers under this Order or the CRO Agreement, be deemed to be in Possession (as defined below) of any Property within the meaning of any Environmental Legislation (as defined below).

35. **THIS COURT ORDERS** that the CRO shall consult with the Monitor regarding all material issues relating to the Business and these proceedings as reasonably determined by the CRO.

36. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the CRO as an officer of this Court, neither the CRO nor any employee or agent of the CRO shall be deemed to be a director, *de facto* director, employee or trustee of any of the Pride Entities.

37. **THIS COURT ORDERS** that neither the CRO nor any employee or agent of the CRO shall incur any liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any liability or obligation incurred as a result of any gross negligence or wilful misconduct on its or their part; provided that any liability of the CRO hereunder shall in no event exceed the quantum of the fees paid to the CRO.

38. **THIS COURT ORDERS** that the Pride Entities shall indemnify and hold harmless the CRO and any employees or agents of the CRO who may assist the CRO with the exercise of its powers and obligations under this Order (collectively with the CRO, the “**CRO Indemnified Parties**”) with respect to any liability or obligation that the CRO Indemnified Parties may incur as a result of the appointment of the CRO or the fulfilling of the CRO’s duties in carrying out the provisions of this Order, including any claims or liabilities subject to indemnification pursuant to the CRO Agreement, except to the extent that the obligation or liability was incurred as a result of the CRO Indemnified Parties’ gross negligence or wilful misconduct. The CRO Indemnified Parties shall be treated as unaffected and the foregoing indemnity shall be treated as unaffected and may not be compromised in any Plan filed by the Pride Entities under the CCAA, or any proposal filed by the Pride Entities under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the “**BIA**”).

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39. **THIS COURT ORDERS** that no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the CRO Indemnified Parties, and all rights and remedies of any Person against or in respect of the CRO Indemnified Parties are hereby stayed and suspended, except with the written consent of the CRO and the Monitor or with leave of this Court on notice to the Pride Entities, the Monitor and the CRO. Notice of any such motion seeking leave of this Court shall be served upon the Pride Entities, the Monitor and the CRO at least seven (7) days prior to the return date of any such motion for leave.

40. **THIS COURT ORDERS** that the CRO may resign or the appointment of the CRO may be terminated by further order of this Court at any time.

41. **THE COURT ORDERS** that the Pride Entities' indemnity in favour of the CRO Indemnified Parties shall survive termination, replacement or discharge of the CRO.

42. **THE COURT ORDERS** that the appointment of the CRO and the granting of the powers and responsibilities of the CRO hereunder will not constitute the sale or disposition of the Business or the sale or disposition of any of the Property and such Business and Property will continue to be the Business and Property of the Pride Entities unless and until sold in whole or in part to a purchaser.

APPOINTMENT OF MONITOR

43. **THIS COURT ORDERS** that Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Pride Entities with the powers and obligations set out in the CCAA or set forth herein and that the Pride Entities and their shareholders, officers, directors, and Assistants and the CRO shall advise the Monitor of all material steps taken by the Pride Entities pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

44. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

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- (a) monitor the Pride Entities' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Pride Entities, to the extent required by the Pride Entities or the DIP Agent, in their dissemination to the DIP Agent and its counsel of financial and other information as agreed to between the Pride Entities and the DIP Agent, which may be used in these proceedings, including reporting on a basis to be agreed with the DIP Agent;
- (d) liaise and consult with the Pride Entities, to the extent required, with respect to all matters relating to the Property, the Business, the Restructuring and such other matters as may be relevant to these proceedings;
- (e) advise the Pride Entities in the preparation of their cash flow statements and reporting required by the DIP Agent, which information shall be reviewed with the Monitor and CRO and delivered to the DIP Agent and its counsel on a periodic basis as agreed to by the DIP Agent;
- (f) advise the Pride Entities in their development of the Plan and any amendments to the Plan;
- (g) assist the Pride Entities, to the extent required by the Pride Entities and CRO, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (h) assist the Pride Entities and the Court in assessing the validity, enforceability and relative priority of any security, ownership or other interest which any Person (including any creditor or Securitization Party) may assert in or to any Property or other property in which the Pride Entities may have an interest;
- (i) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Pride

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Entities, to the extent that is necessary to adequately assess the Pride Entities' business and financial affairs or to perform its duties arising under this Order;

- (j) perform its duties set out in the Protocols;
- (k) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (l) perform such other duties as are required by this Order or by this Court from time to time.

45. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

46. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to 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*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

47. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Pride Entities with information provided by the Pride Entities in response to reasonable requests for information

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made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by any of the Pride Entities is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Pride Entities may agree.

48. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor its employees, advisors and other representatives acting in such capacities shall incur any liability or obligation as a result of the Monitor's appointment or the carrying out by it of the provisions of this Order or the Protocols, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Monitor by the CCAA or any applicable legislation.

49. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor (including both U.S. and Canadian counsel for all purposes of this Order), counsel to the Pride Entities (including both U.S. and Canadian counsel for all purposes of this Order), the CRO, and Canadian counsel to the Pride Entities' board of directors shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or subsequent to the date of this Order, by the Pride Entities as part of the costs of these proceedings. The Pride Entities are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor, the Pride Entities' counsel, the CRO, and Canadian counsel to the Pride Entities' boards of directors on a bi-weekly basis or pursuant to such other arrangements agreed to between the Pride Entities and such parties.

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

DIP FINANCING

51. **THIS COURT ORDERS** that the Pride Entities are hereby authorized and empowered to obtain and borrow pursuant to a credit facility from the DIP Lenders in order to finance the ordinary course working capital and other general corporate purposes of the Pride Entities,

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provided that borrowings under such credit facility shall not exceed a principal amount of \$30 million unless permitted by further Order of this Court.

52. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the Debtor-in Possession Financing Term Sheet between the Pride Entities, the DIP Agent and the DIP Lenders dated as of April 1, 2024 and attached as Exhibit “D” to the Benson Affidavit (as may be amended or amended and restated from time to time, the “**DIP Term Sheet**”).

53. **THIS COURT ORDERS** that the Pride Entities are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, with the DIP Term Sheet, the “**Definitive Documents**”), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Agent pursuant to the terms thereof, and the Pride Entities are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Agent and the DIP Lenders under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

54. **THIS COURT ORDERS** that the DIP Agent for and on behalf of the DIP Lenders shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lenders’ Charge**”) on the Pride Entities’ Property, which shall not secure any obligation that exists before this Order is made. The DIP Lenders’ Charge shall have the priority set out in paragraphs 60 and 61 hereof.

55. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Agent for and on behalf of the DIP Lenders may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lenders’ Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents, the DIP Agent or the DIP Lenders, as applicable, may immediately cease making advances to the Pride Entities and, upon three (3) banking days’ notice to the Pride Entities, the CRO and the Monitor, may exercise any and all of their rights and remedies against the

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Pride Entities or the Property under or pursuant to the Definitive Documents and the DIP Lenders' Charge, including without limitation, to set off and/or consolidate any amounts owing by the DIP Lenders to the Pride Entities against the obligations of the Pride Entities to the DIP Lenders under or pursuant to the Definitive Documents or the DIP Lenders' Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against any of the Pride Entities and for the appointment of a trustee in bankruptcy of any of the Pride Entities; and

- (c) the foregoing rights and remedies of the DIP Agent and the DIP Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of any of the Pride Entities or their Property.

56. **THIS COURT ORDERS AND DECLARES** that the DIP Agent and the DIP Lenders shall be treated as unaffected in any Plan filed by the Pride Entities under the CCAA, or any proposal filed by the Pride Entities under the BIA, with respect to any advances made under the Definitive Documents.

57. **THIS COURT ORDERS** that this Order is subject to provisional execution and that if any of the provisions of this Order in connection with the DIP Term Sheet, the Definitive Documents or the DIP Lenders' Charge shall subsequently be stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, a "**Variation**"), such Variation shall not in any way impair, limit or lessen the priority, protections, rights or remedies of the DIP Agent and the DIP Lenders, whether under this Order (as made prior to the Variation), the DIP Term Sheet the Definitive Documents or the DIP Lenders' Charge with respect to any advances made or obligations incurred prior to the DIP Agent receiving notice of the Variation, and the DIP Agent and the DIP Lenders shall be entitled to rely on this Order as issued (including, without limitation, the DIP Lenders' Charge) for all advances so made and other obligations set out in the DIP Term Sheet or the Definitive Documents.

INTERCOMPANY ADVANCES CHARGE

58. **THIS COURT ORDERS** that to the extent that a Pride Entity (the "**Lending Entity**") after the date of this Order, makes any payment to any Pride Entity (such Pride Entity, a "**Recipient**")

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Entity”), such Lending Entity is hereby granted a charge (the “**Intercompany Advances Charge**”) on all of the Property of the Recipient Entity in the amount of such payment or obligation or transfer, provided that, in relation to any payment(s) proposed to or from a R/E HoldCo (as such term is defined in the Johal Affidavit) by or to a Pride Entity that would be subject to the Intercompany Advances Charge, notice setting out sufficient details, including the basis for such payment, is provided to any relevant third party mortgagee and the DIP Agent in advance of making any such payment(s). The Intercompany Advances Charge shall have the priority set out in paragraphs 60 and 61 hereof.

ADMINISTRATION CHARGE

59. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, counsel to the Pride Entities, the CRO, and Canadian counsel to the Pride Entities’ boards of directors shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property of the Pride Entities, which charge shall not exceed an aggregate amount of \$3 million as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 60 and 61 herein.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

60. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Intercompany Advances Charge, the DIP Lenders’ Charge and the Directors’ Charge (collectively, the “**Charges**”), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$3 million);

Second – Intercompany Advances Charge;

Third - DIP Lenders’ Charge; and

Fourth – Directors’ Charge (to the maximum amount of \$7.4 million).

61. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and that such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively,

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“**Encumbrances**”) in favour of any Person; provided that (a) the DIP Lenders’ Charge shall be subordinate to (i) any validly perfected and enforceable security interest of third party financiers in specific vehicle and lease collateral and such proceeds of collateral which, as of the date of this Order, ranks in priority to the Security as defined in the Existing Credit Agreement (as defined in the Benson Affidavit); (ii) any valid and enforceable mortgage in favour of a third party mortgagee which, as of the date of this Order, is duly registered on title to real properties of the Pride Entities and ranks in priority to the Security; and (iii) until and including April 19, 2024 which may be extended upon further Order of this Court, any validly perfected and enforceable security interest of Triumph Financial Services LLC in the Property of Arnold Transportation Services, Inc. in the maximum amount of \$3 million; and (b) the Directors’ Charge shall be subordinate to: (i) any validly perfected and enforceable security interest of third party financiers in specific vehicle and lease collateral and such proceeds of collateral; (ii) any valid and enforceable mortgage in favour of a third party mortgagee, in each case including, for greater certainty, such interests in favour of the Administrative Agent and Lenders (each as defined in the Existing Credit Agreement) under the Security, and (iii) until and including April 19, 2024 which may be extended upon further Order of this Court, any validly perfected and enforceable security interest of Triumph Financial Services LLC in the Property of Arnold Transportation Services, Inc. in the maximum amount of \$3 million.

62. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

63. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Pride Entities shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Pride Entities also obtain the prior written consent of the Monitor, the CRO, the DIP Agent on behalf of the DIP Lenders, any relevant third party mortgagees with a valid and enforceable mortgage on Property of R/E HoldCos which, as of the date of this Order, is duly registered on title to real properties of Pride Entities and ranks in priority to the Security, and the beneficiaries of the Charges, or further Order of this Court.

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64. **THIS COURT ORDERS** that the Charges, the agreements and other documents governing or otherwise relating to the obligations secured by the Charges, including the Definitive Documents, shall not be rendered invalid or unenforceable and the rights and remedies of the chargees (including the DIP Agent and DIP Lenders) entitled to the benefit of the Charges (collectively, the “**Chargees**”) shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to BIA, or any bankruptcy order or receivership order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds any of the Pride Entities, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by any of the Pride Entities of any Agreement to which any of them is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Pride Entities entering into the DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Pride Entities pursuant to this Order or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

65. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Pride Entities’ interest in such real property leases.

SERVICE AND NOTICE

66. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five (5) days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against of the Pride Entities of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with subsection 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of any creditors of the Pride Entities who are individuals publicly available.

67. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the “**Service Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Service Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Service Guide, service of documents in accordance with the Service Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Service Guide with the following URL: www.ey.com/ca/pridegroup (the “**Monitor’s Website**”).

68. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor’s Website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

69. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Service Guide or the CCAA and the regulations thereunder is not practicable, the Pride

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Entities and the Monitor and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile or electronic transmission to the Pride Entities' creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown in the books and records of the Pride Entities and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received (a) if sent by courier, on the next business day following the date of forwarding thereof, (b) if delivered by personal delivery or facsimile or other electronic transmission, on the day so delivered, and (c) if sent by ordinary mail, on the third business day after mailing. With respect to any claimant who has filed a lien under the *Repair and Storage Lien Act* under the Personal Property Registry in a jurisdiction in Canada against any of the Pride Entities, the service of the Notice of Application in the manner prescribed above, together with a cover letter advising such party of these proceedings, and directing such party to the Monitor's Website to monitor for future updates on these proceedings shall constitute sufficient service for the purposes of this Order and all future motions and matters in respect of these proceedings.

FOREIGN PROCEEDINGS

70. **THIS COURT ORDERS** that Mr. Randy Benson on behalf of the CRO is hereby authorized and empowered, but not required, to act as the foreign representatives (each, in such capacity, the "**Foreign Representative**") in respect of the within proceedings for the purpose of having these proceedings recognized and approved in a jurisdiction outside of Canada.

71. **THIS COURT ORDERS** that the Foreign Representative is hereby authorized to apply for foreign recognition and approval of these proceedings, as necessary, in any jurisdiction outside of Canada, including in the United States pursuant to chapter 15 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

SEALING

72. **THIS COURT ORDERS** that the Confidential Appendix "A" to the Pre-Filing Report containing the unredacted CRO Engagement Agreement is hereby sealed pending further Order of the Court.

GENERAL

73. **THIS COURT ORDERS** that the Pride Entities, the CRO or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

74. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Pride Entities, the Business or the Property.

75. **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 Pride Entities, the CRO, the Monitor and their respective 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 Pride Entities, the CRO, and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the CRO and/or Monitor in any foreign proceeding, or to assist the Pride Entities, the CRO and the Monitor and their respective agents in carrying out the terms of this Order.

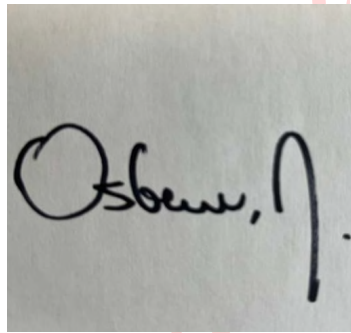
76. **THIS COURT ORDERS** that the Foreign Representative be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Foreign Representative 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.

77. **THIS COURT ORDERS** that any interested party (including the Pride Entities, the CRO and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Service List and any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order, provided, however, that notwithstanding any amendment, variation or stay of this Order, the Chargees shall be entitled to rely on this Order as granted and on the Charges set forth in paragraphs 60 and 61 hereof with respect to any fees, expenses and disbursements incurred, advances or payments made and

-27-

obligations incurred, as applicable, between the date this Order and the date this Order may be amended, varied or stayed.

78. **THIS COURT ORDERS** that the Initial Order is hereby amended and restated pursuant to this Order and this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

A rectangular box containing a handwritten signature in black ink. The signature appears to be "Osborn, J." with a stylized flourish at the end.

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SCHEDULE “A”

A. APPLICANTS

Operating Entities

Canadian Operating Entities

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

U.S. Operating Entities

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

Real Estate Holding Companies

Canadian Real Estate Holding Companies

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

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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.

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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.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **PRIDE GROUP HOLDINGS INC.** et al
(each, an “**Applicant**”, and collectively, the “**Applicants**”)

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

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) Proceedings commenced at Toronto, Ontario	
AMENDED AND RESTATED INITIAL ORDER	
THORNTON GROUT FINNIGAN LLP TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7 Leanne Williams (LSO #41877E) Tel: (416) 304-0060 / Email: lwilliams@tgf.ca Rachel Nicholson (LSO #68348V) Tel: (416) 304-1153 / Email: rnicholson@tgf.ca Puya Fesharaki (LSO #70588L) Tel: (416) 304-7979 / Email: pfesharaki@tgf.ca Lawyers for the Applicants	

Exhibit D

Protocols Order

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

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

THE HONOURABLE	)	FRIDAY, THE 5TH
	)	
JUSTICE OSBORNE	)	DAY OF APRIL, 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**")

PROTOCOLS ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Sulakhan Johal sworn March 26, 2024 and the Exhibits thereto, the affidavit of Randy Benson sworn April 2, 2024 and the Exhibits thereto, the pre-filing report of the proposed monitor, Ernst & Young Inc., dated March 26, 2024, the first report of Ernst & Young Inc., in its capacity as court-appointed monitor (the "**Monitor**") dated April 4, 2024 (the "**First Report**"), and the Initial Order dated March 27, 2024 (as amended and restated from time to time, the "**Initial Order**") and on hearing the submissions of counsel for the Applicants and the limited partnerships listed in Schedule "A" hereto (collectively with the Applicants, the "**Pride Entities**"), the Monitor, Royal Bank of Canada (the "**DIP Agent**") as administrative agent for the lenders under the DIP Term Sheet and such other counsel that were present, and no one else appearing although duly served as appears from the affidavit of service of Puya Fesharaki sworn April 2, 2024 and the affidavit of service of Nancy Thompson sworn April 4, 2024,

SERVICE

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

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein have the meaning ascribed to them in the Initial Order.

PROTOCOLS

3. **THIS COURT ORDERS** that each of (i) the Governance Protocol set out in Schedule “B” hereto; (ii) the Real Estate Monetization Plan set out in Schedule “C” hereto; and (iii) the Intercompany and Unsecured Claims Preservation Protocol set out in Schedule “D” hereto (collectively, the “**Protocols**”) be and are hereby approved and the Pride Entities and those Additional Stay Parties listed on Schedule “A” hereto, together with the Monitor and CRO are hereby authorized and directed to act in accordance with the Protocols.

4. **THIS COURT ORDERS** that each of the Protocols may be amended from time to time pursuant to a further order of the Court. Notwithstanding the foregoing, the Pride Entities, with the prior written consent of the CRO, Monitor and DIP Agent, and on notice to the Service List, may make minor amendments as they deem appropriate to give effect to the provisions of any or all of the Protocols.

5. **THIS COURT ORDERS** that the CRO and Monitor shall have all of the protections afforded to them under the CCAA, the Initial Order, or any further Order of this Court, in exercising their duties and obligations under this Order and the Protocols and shall not incur any liability or obligations in exercising their duties under this Order and the Protocols, save and except for any gross negligence or wilful misconduct on its part.

GOVERNANCE PROTOCOL HEARING

6. **THIS COURT ORDERS** that any proposed revisions to the Governance Protocol will be the subject of a motion to be heard on notice to the Service List on April __, 2024, or as soon after that date as the motion may be heard.

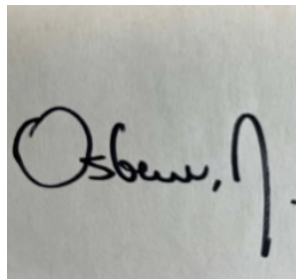
GENERAL

7. **THIS COURT ORDERS** that each of the Pride Entities, the Monitor or the CRO may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties under this Order or the Protocols.

8. **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 Pride Entities, the CRO, the Monitor and their respective 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 Pride Entities, the CRO and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the CRO or Monitor in any foreign proceeding, or to assist the Pride Entities, the CRO and the Monitor and their respective agents in carrying out the terms of this Order.

9. **THIS COURT ORDERS** that each of the Pride Entities, the CRO and the Monitor 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 CRO 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.

10. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.



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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.

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- 2076401 ONTARIO INC.
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- 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

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- HIGH PRAIRIE TEXAS HOLDING CORP.
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- 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.
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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

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- 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”

Governance Protocol

Governance Protocol

Pursuant to the Initial Order dated March 27, 2024 (as may be amended or restated from time to time), (i) Ernst & Young Inc. was appointed as Monitor (in such capacity, the “**Monitor**”) of the Pride Entities¹ and (ii) RC Benson Consulting Inc. was appointed as Chief Restructuring Officer (in such capacity, the “**CRO**”) of the Pride Entities.

The Pride Entities shall comply with this Governance Protocol set forth herein and shall cooperate with and assist the Monitor and the CRO in fulfilling their duties and obligations herein.

Pursuant to the duties and obligations set forth herein, the Monitor and CRO, in consultation with the Pride Entities, will review receipts, disbursements and other items of the Pride Entities.

In performing their duties and obligations herein, the Monitor, its counsel, and the CRO, shall consult with the Pride Entities, their counsel, and/or any relevant lender(s) or securitization party(ies) (together “**Financier(s)**”), or their counsel, as needed or appropriate.

Vehicle Sales and Buyouts Reporting and Disbursements

1. On Monday of each week (or, if such Monday falls on a holiday, the next business day), the Pride Entities shall provide the Monitor and CRO with written reports (the “**Weekly Vehicle Sales Report**”) listing:
 - a) vehicles sold in the prior week, with the following information in respect of each sold vehicle: (i) the accompanying vehicle identification number (“**VIN**”), (ii) lease number, (iii) amount of funds received net of fees, costs, commissions and sales taxes (such amounts, the “**Vehicle Sale Proceeds**”), (iv) the applicable Financier(s) that had a registered security or other interest in such VIN or, based on the books and records of the Pride Entities (the “**Books and Records**”), have an entitlement to the Vehicle Sale Proceeds in priority to any other Financier(s), and (v) based on the Books and Records, the amounts owing to such priority Financier(s) in respect of such VIN; and
 - b) vehicle buyouts in the prior week, with the following information in respect of each vehicle: (i) the accompanying VIN; (ii) lease number, (iii) amount of funds received net of fees, costs, commissions and sales taxes (such amounts, the “**Vehicle Buyout Proceeds**”), (iv) the applicable Financier(s) that had a registered security or other interest in such VIN and/or, based on the Books and Records, have an entitlement to the Vehicle Buyout Proceeds in priority to any other Financier(s); and (iv) based on the Books and Records, the amount owing to such priority Financier(s) in respect of such VIN.

¹ As defined in the Initial Order.

2. Prior to any disbursements being made by the Pride Entities in respect of the Vehicle Sale Proceeds and Vehicle Buyout Proceeds (together, “**Vehicle Proceeds**”) to the applicable Financier(s) identified by the Pride Entities as entitled to same in the Weekly Vehicle Sales Report:
 - a) the Monitor, together with its counsel, and in consultation with the CRO, will review the entitlement of the identified Financier(s) to the Vehicle Proceeds based on the Books and Records and otherwise review such proposed distribution of Vehicle Proceeds to the Financier(s) identified in the Vehicle Sales Report as having the entitlement (but, for greater certainty, shall not be required to obtain a legal opinion on the priorities of the proposed disbursement) and, subject to (b) below, approve the payment of such amounts to the respective Financier(s), up to the lesser of (i) the amount outstanding to the relevant Financier(s) in respect of the relevant VIN (based on the Books and Records, as reviewed by the Monitor), or (ii) the amount of the respective Vehicle Proceeds; and
 - b) in the event a VIN listed in the Weekly Vehicle Sales Report was, based on (i) the Books and Records, and/or (ii) applicable VIN security searches, and/or (iii) claims or demands made in writing by any Financier as reviewed by the Monitor, pledged as collateral security, leased, assigned or an interest was otherwise granted or transferred to or for the benefit of two or more Financier(s) (a “**Multiple Collateral Vehicle (Sale)**”), the corresponding Vehicle Proceeds will be transferred to a bank account established by the Monitor to be held in trust (the “**Monitor’s Trust Account**”) pending determination of entitlement to such Vehicle Proceeds. The determination of entitlement to the Vehicle Proceeds of a Multiple Collateral Vehicle (Sale) will be conducted by the Pride Entities, in consultation with the Monitor, their respective counsel, and the CRO, in accordance with a protocol to be established by future order of the Court, which shall be developed in consultation with affected parties (the “**Entitlement Protocol**”) or as otherwise agreed to between the Pride Entities, Monitor, CRO and affected Financier(s).
3. The Monitor shall make available to Financier(s) a copy of each Weekly Vehicle Sales Report as and when received from the Pride Entities and, as soon as practical following completion of the review contemplated in paragraph 2, a report on the amount of Vehicle Proceeds disbursed to Financiers and transferred to the Monitor’s Trust Account correlated to the relevant VINs.

Lease Payments and Soft Collections Reporting

4. On the Monday of every second week (or, if such Monday falls on a holiday, the next business day) commencing April 15, 2024, the Pride Entities shall provide the Monitor and CRO with a report (the “**Lease Payments Report**”) listing the itemized amounts that the Pride Entities have received through pre-authorized payments (including as servicer under securitizations or otherwise on behalf of third parties, but excluding collections that are to be reported upon pursuant to paragraph 5) from customers pursuant to leases (individually

a “**Lease Payment**” and collectively, the “**Lease Payments**”), along with: (i) the accompanying VIN, (ii) lease number(s) to which each Lease Payment relates; (iii) name of lessee; (iv) applicable Financier(s) entitled to receipt of each Lease Payment (based on the Books and Records); and (v) proposed amounts to be distributed to the respective Financier(s).²

5. On the Monday of every second week (or, if such Monday falls on a holiday, the next business day) commencing April 15, 2024, the Pride Entities shall provide the Monitor and CRO with a report (the “**Soft Collections Report**”, and together with the Lease Payments Report, the “**Bi-Weekly Vehicle Lease Collections Report**”) listing the itemized amounts that the Pride Entities have collected (including as servicer under securitizations or otherwise on behalf of third parties) from customers pursuant to leases other than those pre-authorized payments made to segregated trust accounts (each a “**Soft Collection**” and collectively, the “**Soft Collections**”), along with: (i) the accompanying VIN, (ii) lease number(s) to which each Soft Collection relates; (iii) name of lessee; (iv) applicable Financier(s) entitled to receipt of each Soft Collection (based on the Books and Records, as reviewed by the Monitor); and (v) proposed amounts to be paid to the respective Financier(s) (net of any fees, costs, commissions, and sales taxes).

Lease Payment Disbursements

6. Prior to any disbursements being made by the Pride Entities from the Lease Payments to those Financier(s) and in the amounts identified in the Lease Payments Report, the Monitor (who, for greater certainty, shall not be required to obtain a legal opinion on the priorities of the proposed disbursement) will review the payments made by the top five customers (in total dollar amount of payments received) in the Lease Payments Report to confirm (i) the proposed amounts to be disbursed to such respective Financier(s); and (ii) the applicable Financier(s) entitled to receipt of such Lease Payments (based on the Books and Records, as reviewed by the Monitor), and such payments in the Lease Payments Report may be made with the Monitor’s prior approval, subject to paragraphs 7 and 8 herein.
7. In the event that the VIN pursuant to a lease listed in the Lease Payments Report was, based on the Books and Records, and/or applicable VIN security searches and/or claims or demands made in writing by any Financier, pledged as collateral security to two or more Financiers (a “**Multiple Collateral Vehicle (Lease)**”), then the corresponding Lease Payment(s) will be transferred to the Monitor’s Trust Account pending determination of entitlement to such Lease Payment(s). In the event that a portion of the Lease Payments are received from a lessee who has made payments, without attribution to a particular VIN and who is indebted to the Pride Entities in respect of more than one Financier and with respect to more than one lender (an “**Unallocated Lease Payment**”), then the

² For certainty, Lease Payments received from pre-authorized payment shall not be included in a Lease Payments Report until five days have passed since the pre-authorized payment date.

corresponding Lease Payment(s) will be allocated to all such Financier(s) on a pro-rata basis based on the total amount outstanding due to each Financier(s).

8. The determination of entitlement to the Lease Payments in respect of a Multiple Collateral Vehicle (Lease) will be conducted by the Pride Entities, in consultation with the Monitor, their respective counsel, and the CRO, in accordance with the Entitlement Protocol, or as otherwise agreed to between the Pride Entities, Monitor, CRO and affected Financier(s).

Soft Collections Disbursements

9. Prior to any disbursements being made by the Pride Entities from the Soft Collections to Financiers identified in the Soft Collections Report as entitled to same, the Monitor (who, for greater certainty, shall not be required to obtain a legal opinion on the priorities of the proposed disbursement) will review the payments made by the top five customers (in total dollar amount of payments received) in the Soft Collections Report to confirm (i) the proposed amounts to be disbursed to such Financier(s); and (ii) the applicable Financier(s) entitled to receipt of such Soft Collections based on the Books and Records (as reviewed by the Monitor), and such payments in the Soft Collections Report may be made with the Monitor's prior approval, subject to paragraphs 10 and 11 herein.
10. In the event that the vehicle pursuant to a lease listed in the Soft Collections Report was, based on the Books and Records and/or applicable VIN security searches and/or claims or demands made in writing by any Financier, a Multiple Collateral Vehicle (Lease), then the corresponding Soft Collection(s) will be transferred to the Monitor's Trust Account pending determination of entitlement to such Soft Collections. Additionally, all Soft Collections in the Soft Collections Report related to a securitized lease will be held by the Monitor in trust pending entitlement to such proceeds. In the event that a portion of the Soft Collections are collected from a lessee without attribution to a particular VIN and who is indebted to Pride Entities, Tpine USA Funding I LLC, Tpine USA Funding II LLC, Tpine USA Funding III LLC, Tpine USA Funding V LLC, or TPine Canada Securitization LP in respect of more than one lease and with respect to more than one Financier (an "**Unallocated Soft Collection**"), then the corresponding Soft Collection(s) will be allocated to all such Financier(s) on a pro-rata basis based on total amount outstanding due to each Financier(s).
11. The determination of entitlement to the Soft Collections in respect of a Multiple Collateral Vehicle (Lease) will be conducted by the Pride Entities, in consultation with the Monitor, their respective counsel, and the CRO, in accordance with the Entitlement Protocol, or as otherwise agreed to between the Pride Entities, Monitor, CRO and affected Financier(s).

General

12. The Monitor shall make available to Financier(s) a copy of each Bi-Weekly Vehicle Lease Collections Report as and when received from the Pride Entities and, as soon as practical following completion of the review contemplated in paragraph 3, a report on the amount of Lease Payments disbursed to Financier(s) and transferred to the Monitor's Trust Account correlated to the relevant leases.

13. The Pride Entities shall be entitled but not required to pay all reasonable expenses incurred by the Pride Entities in carrying on their business lines in the ordinary course. With respect to any such payment in excess of \$100,000, and all payments outside of the business operations in the ordinary course, such disbursements shall only be made with the prior consent of the Monitor and CRO.
14. Commencing as soon as practical following issuance of the Initial Order and thereafter, on a biweekly basis, the Pride Entities shall provide to the Monitor and CRO together with each Weekly Vehicle Sales Report a written reconciliation of (i) Vehicle Proceeds and Lease Payments and related disbursements in the prior week, to (ii) the Pride Entities' actual cash flow statements.
15. Following issuance of the Initial Order, the Pride Entities, in consultation with the CRO and Monitor, shall track vehicle deposits and downpayments received by the Pride Entities in respect of any vehicle, along with the return of such deposits or downpayments in the event that such vehicle is not ultimately sold or leased to such customer.
16. The Monitor shall be entitled to seek the advice and direction of the Court in respect of its obligations hereunder, and may decline to provide consent to any disbursement by the Pride Entities, in its sole discretion, subject to the direction of the Court.
17. The CRO, the Monitor, and their respective employees, advisors and other representatives acting in such capacities shall not incur any liability or obligation as a result of the CRO and/or Monitor carrying out the provisions of this Governance Protocol, save and except for any gross negligence or wilful misconduct on their part. The Monitor shall have all of the protections under the CCAA in carrying out its duties and obligations hereunder.

SCHEDULE “C”

Real Estate Monetization Plan

REAL ESTATE MONETIZATION PLAN

Each DIP Borrower¹ shall list for sale all of its real property (each such property, a “**Listed Property**”) by no later than May 1, 2024, or such later date as the Administrative Agent and relevant third party mortgagees of each Listed Property (a “**Third Party Mortgagee**”) may in writing agree. The listing and sale of each Listed Property (each, a “**Listing**”) will be directed by RC Benson Consulting Inc. in its capacity as Chief Restructuring Officer (the “**CRO**”) in consultation with the Monitor and the relevant Third Party Mortgagee (provided such Third Party Mortgagee has indicated it will not submit a bid in respect of the applicable Listing).

The CRO shall keep the Administrative Agent and all Third Party Mortgagees apprised of the progress of the Listing, subject to confidentiality agreements (as the Monitor may deem appropriate in consultation with the DIP Borrowers) being entered into, and, provided that such Third Party Mortgagee has indicated it will not submit a bid in respect of the applicable Listing, including by:

- (a) promptly following receipt, providing copies of all listing agreements, appraisals, reports from agents or brokers engaged by a DIP Borrower in connection with the Listing, offers for any Listed Property from any source whatsoever, whether or not solicited or obtained in connection with the Listing (each, an “**Offer**”), and all other documents related to any solicitation or interest in the Listed Property or to the Listing;
- (b) on a weekly basis, providing to the Administrative Agent and to each Third Party Mortgagee, a written status update in form and substance acceptable to the Administrative Agent and Third Party Mortgagee regarding the status of the Listing, including with respect to listing strategy, pricing, and interest expressed in the Listed Property to date; and
- (c) providing such further written and oral updates as the Administrative Agent or any Third Party Mortgagee may request.

No DIP Borrower shall accept an Offer in respect of any Listed Property without the prior written consent of the Administrative Agent and each Third Party Mortgagee of the Listed Property, or approval of the Court on a motion with notice to the Third Party Mortgagee. If one of the Administrative Agent or the Third Party Mortgagee consent to accept an Offer but the other does not and such disagreement is not resolved promptly, then the DIP Borrower shall seek direction of the Court on notice to each of the Administrative Agent and the Third Party Mortgagee. Upon receipt of any Offer, the DIP Borrowers will provide to the Administrative Agent and any Third Party Mortgagee all present and future definitive documents relating to the transaction contemplated by the Offer and will promptly notify the Administrative Agent of any material changes affecting such transaction (including as to the purchase price or closing date) or its acceptance, implementation or consummation.

The proceeds of sale of any Listed Property shall be dealt with in accordance with the terms of this Real Estate Monetization Plan, the Intercompany and Unsecured Claims Preservation Protocol in

¹ Capitalized terms not defined herein have the meanings given to them in the Amended and Restated Initial Order dated as of April 5, 2024.

relation to a Listed Property in which the Third Party Mortgage is one of the “Mortgagees” as defined in the Intercompany and Unsecured Creditor Claims Preservation Protocol, “**BMO and Roynat**”), and relevant Court Orders.

In respect of a Listed Property with a Third Party Mortgagee other than BMO and Roynat,

(a) No proceeds from the sale of such Listed Property shall be distributed to a Third Party Mortgagee unless and until the Monitor’s counsel shall have delivered an opinion satisfactory to the Monitor as to the validity and enforceability of the Third Party Mortgagee’s security relating to that Listed Property and the DIP Borrowers shall have obtained an order authorizing such distribution;

(b) To the extent practical and subject to receipt by the Monitor of the opinions referred to above, the DIP Borrowers shall seek an order authorizing the distribution from the net proceeds of sale of any Property to the relevant Third Party Mortgagee in an amount sufficient to satisfy in full the outstanding amount secured (including, for certainty, cross-collateralized amounts and all interest, fees, costs and other amounts payable to the Third Party Mortgagee) by any valid and enforceable mortgage registered in favour of the Third Party Mortgagee against title to the Property at the same time as the DIP Borrowers seek an order approving the sale of the Property;

The DIP Borrowers, the Monitor, Third Party Mortgagee and the Administrative Agent shall be authorized to apply to the Court for directions in respect of the Real Estate Monetization Plan, including any variations thereto.

SCHEDULE “D”

Intercompany and Unsecured Claims Preservation Protocol

Intercompany and Unsecured Creditor Claims Preservation Protocol

Background¹:

- Bank of Montreal (“**BMO**”) provided² a delayed-draw facility to finance the acquisition by certain of the DIP Borrowers of real estate properties across Canada and the U.S. Each such DIP Borrower granted to BMO a mortgage over the acquired real estate and other security as collateral security for its and certain other of the DIP Borrowers’ obligations to BMO under the BMO facility (the “**BMO Mortgage Pool**”).
- Roynat Inc. (“**Roynat**”, and together with BMO, the “**Mortgagees**”) provided³ financing to certain of the DIP Borrowers to acquire real estate properties across Canada and the U.S. Each such DIP Borrower granted to Roynat a mortgage over the acquired real estate property and other security as collateral security for its obligations under the Roynat facility, and any of its indirect obligations to Roynat in respect of certain other of the DIP Borrowers’ obligations under the Roynat facilities (the “**Roynat Mortgage Pool**” and, together with the BMO Mortgage Pool, the “**Mortgage Pools**”).
- The real properties subject to mortgages in favour of the Mortgagees and included in the Mortgage Pools are referred to herein as the “**Properties**”).
- Certain of the DIP Borrowers in the Mortgage Pools are indebted (the “**Intercompany Indebtedness**”) to other DIP Borrowers (the “**Intercompany Creditors**”).
- Certain of the DIP Borrowers in the Mortgage Pools are and may become indebted to third parties on an unsecured basis (such third parties being “**Other Creditors**”).
- Certain Intercompany Creditors have granted to the Administrative Agent a security interest in all of their present and after-acquired personal property, including the claims of such Intercompany Creditors to the Intercompany Indebtedness.
- The Properties and the claims of all Intercompany Creditors to the Intercompany Indebtedness, among other collateral, are subject to the DIP Charge and the other Charges as set out in the Amended and Restated Initial Order (the “**CCAA Charges**”), with the DIP Charge and the Directors’ Charge on the Properties ranking subordinate to the mortgages of the Mortgagees.
- As a result of the cross-collateralization of the Properties within each Mortgage Pool, the order in which the Properties are realized and the value for which they are sold could

¹ The background statements made in this protocol shall not be determinative of the quantum, existence, validity, priority or enforceability of any claim or interest of any party.

² Pursuant to a BMO Real Estate Line Term Sheet dated June 21, 2022 and a Credit Agreement dated August 29, 2022, together with the loan and security documents delivered together therewith, and including all joinders and amendments thereto.

³ Pursuant to separate offers of finance made available in respect of specific real estate acquisitions.

materially benefit certain Intercompany Creditors and Other Creditors and materially impair other Intercompany Creditors and Other Creditors.

- The objective of this protocol is to provide a mechanism to permit BMO and Roynat to be repaid from the proceeds of monetization of the Properties in their respective Mortgage Pools as and when they are sold and, subject to the claims of the Administrative Agent against such Properties under the DIP Charge, for the balance of the proceeds to be distributed to the Intercompany Creditors and Other Creditors in a manner which, to the extent possible in the circumstances, mimics the realization that they would have received had the Properties in each Mortgage Pool not been cross-collateralized (the “**Objective**”).

Protocol:

The DIP Borrowers, the CRO and the Monitor shall implement the following protocol:

- (a) The monetization of any Property is subject to the terms of the Real Estate Monetization Plan and the Amended and Restated Initial Order
- (b) No proceeds from the sale of any Property shall be distributed to a Mortgagee unless and until the Monitor’s counsel shall have delivered an opinion satisfactory to the Monitor as to the validity and enforceability of the Mortgagee’s security relating to that Property and the DIP Borrowers shall have obtained an order authorizing such distribution;
- (c) To the extent practical and subject to receipt by the Monitor of the opinions referred to above, the DIP Borrowers shall seek an order authorizing the distribution from the net proceeds of sale of any Property to the relevant Mortgagee in an amount sufficient to satisfy in full the outstanding amount secured (including, for certainty, cross-collateralized amounts) by any valid and enforceable mortgage registered in favour of the Mortgagee against title to the Property (a “**Mortgagee Distribution**”) at the same time as the DIP Borrowers seek an order approving the sale of the Property;

BMO Mortgage Pool

- (d) The net proceeds of sale of each Property in the BMO Mortgage Pool (individually a “**BMO Sold Property**” and collectively “**BMO Sold Properties**”) after payment of the Mortgagee Distribution to BMO shall be deposited into a single account controlled by the Monitor and designated for receipt of the net proceeds of all BMO Sold Properties and distribution in a manner consistent with the Objective (the “**BMO Proceeds Account**”). The funds in the BMO Proceeds Account (the “**BMO Proceeds Pool**”) shall stand in the place and stead of the BMO Sold Properties in respect of the claims of, and shall be held in trust by the Monitor for the benefit of, the Administrative Agent and the Lenders in respect of the DIP Charge, the parties having the benefit of the other CCAA Charges, the Intercompany Creditors, all Other Creditors of the relevant mortgagors and any other persons who may be entitled to the net proceeds (the claims of all such parties being “**BMO Pool Remaining Obligations**”), with the same nature and priority as they had with respect to the BMO Sold Property immediately prior to the sale.
- (e) The DIP Borrowers, in consultation with the Monitor and the Administrative Agent, shall seek the Court’s approval of a distribution of the BMO Proceeds Pool following the sale

of all Properties in the BMO Mortgage Pool. In order to achieve the Objective, the DIP Borrower shall seek a distribution based on the Monitor's calculation of a distribution in respect of the BMO Pool Remaining Obligations for each BMO Sold Property in accordance with the following:

- a. If there is a Property Shortfall in respect of one or more BMO Sold Properties then:
 - i. With respect to each BMO Sold Property in respect of which there is a Property Shortfall, there shall be no distributions on account of BMO Pool Remaining Obligations of the relevant mortgagor; and
 - ii. With respect to all other BMO Sold Properties, there shall be distributed on account of BMO Pool Remaining Obligations of each relevant mortgagor of a BMO Sold Property the amount of the Property Surplus Proceeds for such BMO Sold Property less the related Adjustment Amount in order to give effect to the Objective; or
- b. If there is no Property Shortfall in respect of any BMO Sold Properties then the distribution in each case on account of BMO Remaining Pool Obligations shall be the amount of the Property Surplus Proceeds for each BMO Sold Property.

(f) Defined Terms:

- a. **Net Sale Proceeds:** Gross purchase price of each BMO Sold Property, less usual and customary adjustments on the closing of commercial real estate transactions, commissions and direct closing costs.
- b. **Mortgage Amounts Advanced:** means the direct advances received by the relevant mortgagor from BMO in respect of a BMO Sold Property and interest calculated to the date of distribution to BMO on such direct advances in accordance with the applicable mortgage terms (calculated by the Monitor based on the books and records of the applicable DIP Borrower).
- c. **Property Surplus Proceeds:** means in respect of each BMO Sold Property for which the Net Sale Proceeds exceeds the Mortgage Amount Advanced, the amount by which the Net Sale Proceeds exceeds the Mortgage Amounts Advanced.
- d. **Property Shortfall:** means, in respect of each BMO Sold Property for which the Net Sale Proceeds are less than the Mortgage Amount Advanced, the amount by which the Net Sale Proceeds are less than the Mortgage Amounts Advanced.
- e. **Total Property Surplus Proceeds:** means the sum of all Property Surplus Proceeds.
- f. **Total Property Shortfall;** means the sum of all Property Shortfalls.
- g. **Adjustment Amount:** means the Total Property Shortfall multiplied by the Adjustment Percentage.

- h. **Adjustment Percentage:** means, in respect of each BMO Sold Property, the Property Surplus Proceeds divided by the Total Property Surplus Proceeds.

Roynat Mortgage Pool

- (g) The net proceeds of sale of each Property in the Roynat Mortgage Pool (individually a “**Roynat Sold Property**” and collectively “**Roynat Sold Properties**”) after payment of the Mortgagee Distribution to Roynat shall be deposited into a single account controlled by the Monitor and designated for receipt of the net proceeds of all Roynat Sold Properties and distribution in a manner consistent with the Objective (the “**Roynat Proceeds Account**”). The funds in the Roynat Proceeds Account (the “**Roynat Proceeds Pool**”) shall stand in the place and stead of the Roynat Sold Properties in respect of the claims of, and shall be held in trust by the Monitor for the benefit of, the Administrative Agent and the Lenders in respect of the DIP Charge, the parties having the benefit of the other CCAA Charges, the Intercompany Creditors, all Other Creditors of the relevant mortgagors and any other persons who may be entitled to the net proceeds (the claims of all such parties being “**Roynat Pool Remaining Obligations**”), with the same nature and priority as they had with respect to the Roynat Sold Property immediately prior to the sale.
- (h) The DIP Borrowers, in consultation with the Monitor and the Administrative Agent, shall seek the Court’s approval of a distribution of the Roynat Proceeds Pool following the sale of all Properties in the Roynat Mortgage Pool. In order to achieve the Objective, the DIP Borrower shall seek a distribution based on the Monitor’s calculation of a distribution in respect of the Roynat Pool Remaining Obligations for each Roynat Sold Property in accordance with the following:
- a. If there is a Property Shortfall in respect of one or more Roynat Sold Properties then:
- i. With respect to a Roynat Sold Property in respect of which there is a Property Shortfall, there shall be no distributions on account of Roynat Pool Remaining Obligations of the relevant mortgagor; and
- ii. With respect to all other Roynat Sold Properties, there shall be distributed on account of Roynat Pool Remaining Obligations of each relevant mortgagor of a Roynat Sold Property the amount of the Property Surplus Proceeds for such Roynat Sold Property less the related Adjustment Amount in order to give effect to the Objective; or
- b. If there is no Property Shortfall in respect of any Roynat Sold Properties then the distribution in each case on account of Roynat Remaining Pool Obligations shall be the amount of the Property Surplus Proceeds for each Roynat Sold Property.
- (i) Defined Terms:
- a. **Net Sale Proceeds:** Gross purchase price of each Roynat Sold Property, less usual and customary adjustments on the closing of commercial real estate transactions, commissions and direct closing costs.

- b. **Mortgage Amounts Advanced:** means the advances received by the relevant mortgagor directly or indirectly from Roynat in respect of a Roynat Sold Property and interest calculated to the date of distribution to Roynat on such direct or indirect advances in accordance with the applicable mortgage terms (calculated by the Monitor based on the books and records of the applicable DIP Borrower).
- c. **Property Surplus Proceeds:** means in respect of each Roynat Sold Property for which the Net Sale Proceeds exceeds the Mortgage Amount Advanced, the amount by which the Net Sale Proceeds exceeds the Mortgage Amounts Advanced.
- d. **Property Shortfall:** means, in respect of each Roynat Sold Property for which the Net Sale Proceeds are less than the Mortgage Amount Advanced, the amount by which the Net Sale Proceeds are less than the Mortgage Amounts Advanced.
- e. **Total Property Surplus Proceeds:** means the sum of all Property Surplus Proceeds.
- f. **Total Property Shortfall;** means the sum of all Property Shortfalls.
- g. **Adjustment Amount:** means the Total Property Shortfall multiplied by the Adjustment Percentage.
- h. **Adjustment Percentage:** means, in respect of each Roynat Sold Property, the Property Surplus Proceeds divided by the Total Property Surplus Proceeds.
- (j) Any real property owned by any of the DIP Borrowers which is not part of a Mortgage Pool shall be dealt with in the ordinary course in accordance with the terms of the Amended and Restated Initial Order and the Real Estate Monetization Plan.
- (k) Nothing in this Protocol shall amend or vary the terms or conditions of the DIP Term Sheet or the Credit Agreement and no distribution shall be proposed hereunder which is inconsistent with such terms and conditions or with any Court Order.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE GROUP HOLDINGS INC. ET AL.

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

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) Proceeding commenced at Toronto	
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