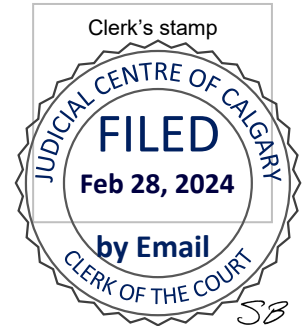


COURT FILE NUMBER 2401-01778
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, RSC 1985,
c C-36, AS AMENDED



AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
COLLISION KINGS GROUP INC., CMD
HOLDINGS INC., EAST LAKE COLLISION LTD.,
MAYLAND HEIGHTS COLLISION LTD.,
SUNRIDGE COLLISION LTD., 2199931 ALBERTA
LTD., COLLISION KINGS 3 LTD., ARROW AUTO
BODY LTD., CMD GLASS LTD., ROYAL VISTA
COLLISION LTD., STATHKO INVESTMENTS
LTD., NICK'S REPAIR SERVICE LTD., 10026923
MANITOBA LTD. and BUNZY'S AUTO BODY LTD.

APPLICANTS

COLLISION KINGS GROUP INC., CMD
HOLDINGS INC., EAST LAKE COLLISION LTD.,
MAYLAND HEIGHTS COLLISION LTD.,
SUNRIDGE COLLISION LTD., 2199931 ALBERTA
LTD., COLLISION KINGS 3 LTD., ARROW AUTO
BODY LTD., CMD GLASS LTD., ROYAL VISTA
COLLISION LTD., STATHKO INVESTMENTS
LTD., NICK'S REPAIR SERVICE LTD., 10026923
MANITOBA LTD. and BUNZY'S AUTO BODY LTD.

DOCUMENT

**APPROVAL AND VESTING ORDER
(Lift Group Transaction)**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

MLT AIKINS LLP
Barristers and Solicitors
360 Main St. 30th Floor
Winnipeg, MB R3C 4G1
Telephone: 204.957.4663
Fax No.: 204.957.0840
Attention: JJ Burnell
Email: jburnell@mltaikins.com
File No.: 0137640.00022

DATE ON WHICH ORDER WAS PRONOUNCED: FEBRUARY 14, 2024

LOCATION WHERE ORDER WAS PRONOUNCED: EDMONTON ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: THE HONOURABLE JUSTICE M.J. LEMA

UPON THE APPLICATION by Collision Kings Group Inc., CMD Holdings Inc., East Lake Collision Ltd., Mayland Heights Collision Ltd., Sunridge Collision Ltd., 2199931 Alberta Ltd., Collision Kings 3 Ltd., Arrow Auto Body Ltd., CMD Glass Ltd., Royal Vista Collision Ltd., Stathko Investments Ltd., Nick’s Repair Service Ltd., 10026923 Manitoba Ltd. and Bunzy’s Auto Body Ltd. (collectively the “**Applicants**”) for an order (this “**Order**”), among other things, approving the sale transaction and assignment of contracts (the “**Transaction**”) contemplated by the Asset Purchase Agreement (the “**APA**”) between CMD Holdings Inc., East Lake Collision Ltd., Sunridge Collision Ltd., 2199931 Alberta Ltd., Collision Kings 3 Ltd., Arrow Auto Body Ltd., Stathko Investments Ltd., Nick’s Repair Service Ltd., 10026923 Manitoba Ltd. and Bunzy’s Auto Body Ltd. (the “**Vendors**”) and Lift Auto Group Operating Corporation (“**Lift**” or the “**Purchaser**”) dated January 31, 2024 and appended to the Affidavit of Shane Daerden sworn January 30, 2024 (the “**Daerden Affidavit**”), and vesting in the Purchaser the Vendors’ right, title and interest in and to the assets (the “**Purchased Assets**”) and the assignment of the Assigned Contracts (as defined in the APA) to the Purchaser;

AND UPON HAVING READ the Application, the Initial Order (the “**Initial Order**”) granted by Justice Neilson in the within proceedings on February 7, 2024, the Amended and Restated Initial Order (the “**ARIO**”) granted by Justice Lema in the within proceedings on February 14, 2024, the Daerden Affidavit, the Confidential Affidavit of Shane Daerden sworn January 30, 2024 (the “**Confidential Affidavit**”), the Pre-filing Report of the Court-appointed Monitor FTI Consulting Canada Inc. (“**FTI**” or the “**Monitor**”) dated February 5, 2024, the First Report of the Monitor dated February 9, 2024 and the Affidavit of Service of Champagne Taylor, sworn February 13, 2024; **AND UPON HEARING** the submissions of counsel for the Applicants, The Toronto-Dominion Bank, FTI, and the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the APA by the Vendors is hereby authorized and approved, including with any amendments resulting from the Purchaser's participation in the Auction (as defined in the Sales and Investment Solicitation Process attached as Schedule "A" to the Initial Order (the "**SISP**") as the Vendors and the Monitor may deem necessary. The Vendors and the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets and the assignment of the Assigned Contracts (as defined in the APA) to the Purchaser (the "**Assigned Contracts**"), pursuant to the APA in its original form or as amended as a result of the Auction.

VESTING OF PROPERTY

3. Notwithstanding any other provision of this Order: (i) this Order shall only be effective and come into force upon the filing of a certificate by the Monitor (the "**Monitor's Bid Selection Certificate**") substantially in the form attached as Schedule "A"; and (ii) this Order may be set aside by this Honourable Court on further application by the Applicants if the APA is not determined to be the Successful Bid in the SISP and the Monitor's Bid Selection Certificate is not filed by the Monitor.
4. Upon delivery of a Monitor's certificate to the Purchaser substantially in the form set out in Schedule "B" hereto (the "**Monitor's Closing Certificate**") all of the Vendors' right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, and all of the rights and obligations of the Vendors under and to the Assigned Contracts, shall be assigned, conveyed and transferred to, and assumed by, the Purchaser pursuant to section 11.3 of the CCAA free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the ARIO;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), *The Personal Property Security Act* (Manitoba), *The Personal Property Security Act, 1993* (Saskatchewan) or any other personal property registry system;
- (c) any liens or claims of lien under *The Builders' Lien Act* (Manitoba); and
- (d) those Claims listed in **Schedule "E"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "F"** (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

5. Upon delivery of the Monitor's Closing Certificate and the registration in the Winnipeg Land Titles Office ("**WLTO**") of a Transmission in the form prescribed by *The Real Property Act* (Manitoba) (the "**RPA**") duly executed by the Purchaser, and accompanied by a certified true copy of this Order, title to the real property identified in **Schedule "C"** hereto (the "**Bunzy's Real Property**") shall vest in the Purchaser subject to all instruments registered on title at that time, other than those described in Schedule "D", and the District Registrar of Manitoba is hereby directed to issue title accordingly.
6. Upon delivery of the Monitor's Closing Certificate and the registration in the Neepawa Land Titles Office ("**NLTO**") of a Transmission in the form prescribed by RPA duly executed by the Purchaser, and accompanied by a certified true copy of this Order, title to the real property identified in **Schedule "D"** hereto (the "**Nicks' Real Property**") shall vest in the Purchaser subject to all instruments registered on title at that time, other than those described in Schedule "D", and the District Registrar of Manitoba is hereby directed to issue title accordingly.
7. Upon delivery of the Monitor's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph, but subject to paragraphs 4 and 5 above

(collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Monitor’s Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing the Registrars of the Alberta, Manitoba and Saskatchewan Personal Property Registries (the “**PPR Registrars**”) shall each and is hereby directed to forthwith cancel and discharge any registrations at the respective Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Vendors in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

8. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the APA. Presentment of this Order and the Monitor’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
9. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Vendors of the APA.
10. This Order shall be accepted by the District Registrar of Manitoba notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.
11. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor’s Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge,

security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Monitor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Monitor may apply any part of such net proceeds to repay any amounts the Monitor has borrowed for which it has issued a Monitor's Certificate pursuant to the ARIO.

12. Except as expressly provided for in the APA or by sections 5 of the *Alberta Employment Standards Code* and *The Employment Standards Code* (Manitoba) and section 2-10 of *The Saskatchewan Employment Act* the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Vendors.
13. Upon completion of the Transaction, the Vendors and all persons who claim by, through or under the Vendors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.
14. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Vendors, or any person claiming by, through or against the Vendors.
15. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Vendors.

16. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser.
17. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Vendors are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendors' records pertaining to the Vendors' past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Vendors was entitled.

ASSIGNMENT OF ASSIGNED CONTRACTS

18. The assignment of the Assigned Contracts is declared valid and binding upon all of the counterparties to the Assigned Contracts notwithstanding any restriction, condition or prohibition contained in any such Assigned Contract relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.
19. No counterparty under any Assigned Contract, nor any other person, upon the assignment and transfer to, and assumption by, the Purchaser of the Assigned Contracts hereunder shall make or pursue any demand, claim, action or suit or exercise any right or remedy under any Assigned Contract against the Purchaser relating to:
 - (a) the Applicants having sought or obtained relief under the CCAA;
 - (b) the insolvency of the Applicants; or
 - (c) any failure by the Applicants to perform a non-monetary obligation under any Assigned Contract,

and all such counterparties and persons shall be forever barred and estopped from taking such action. For greater certainty, nothing herein shall limit or exempt the Purchaser in respect of obligations accruing, arising or continuing after the Closing Date (as defined in the APA) under the Assigned Contracts other than in respect of items (a) – (b) above.

CURE COSTS

20. All monetary defaults in relation to the Assigned Contracts existing prior to the Closing Date, if any, other than those arising by reason only of the insolvency of the Applicants,

the commencement of these CCAA proceedings or the failure to perform a non-monetary obligation under any Assigned Contract, shall be paid by the responsible party to the applicable counterparty on the Closing Date (or to the Monitor in trust on Closing for distribution to the applicable counterparty as soon as practicable thereafter) in accordance with the terms of the APA.

MISCELLANEOUS MATTERS

21. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the “**BIA**”), in respect of the Vendors, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Vendors; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets and the Assigned Contracts in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 22. The Monitor, the Applicants, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 23. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this

Court in carrying out the terms of this Order, to give effect to this Order and to assist the Applicants and the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants and the Monitor and its agents in carrying out the terms of this Order.

24. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Monitor's website at:
<http://cfcanada.fticonsulting.com/collisionkings>

and service on any other person is hereby dispensed with.

25. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of Monitor's Bid Selection Certificate

COURT FILE NUMBER 2401-01778
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's stamp

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

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
COLLISION KINGS GROUP INC., CMD
HOLDINGS INC., EAST LAKE COLLISION LTD.,
MAYLAND HEIGHTS COLLISION LTD.,
SUNRIDGE COLLISION LTD., 2199931 ALBERTA
LTD., COLLISION KINGS 3 LTD., ARROW AUTO
BODY LTD., CMD GLASS LTD., ROYAL VISTA
COLLISION LTD., STATHKO INVESTMENTS
LTD., NICK'S REPAIR SERVICE LTD., 10026923
MANITOBA LTD. and BUNZY'S AUTO BODY LTD.

APPLICANTS

COLLISION KINGS GROUP INC., CMD
HOLDINGS INC., EAST LAKE COLLISION LTD.,
MAYLAND HEIGHTS COLLISION LTD.,
SUNRIDGE COLLISION LTD., 2199931 ALBERTA
LTD., COLLISION KINGS 3 LTD., ARROW AUTO
BODY LTD., CMD GLASS LTD., ROYAL VISTA
COLLISION LTD., STATHKO INVESTMENTS
LTD., NICK'S REPAIR SERVICE LTD., 10026923
MANITOBA LTD. and BUNZY'S AUTO BODY LTD.

DOCUMENT

**MONITOR'S BID SELECTION CERTIFICATE
(Lift Group Transaction)**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

CASSELS BROCK & BLACKWELL LLP
Barristers and Solicitors
Suite 3810, Bankers Hall West, 888 3rd Street SW
Calgary, AB T2P 5C5
Telephone: 403.351.2921 / 403.351.2922
Attention: Jeffrey Oliver / Danielle Marechal
Email: joliver@cassels.com /
dmarechal@cassels.com
File No.: 55118-4

RECITALS

- A. Pursuant to an Order of the Honourable Justice Neilson of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated February 7, 2024, as amended and restated by the Order of the Honourable Justice Lema dated February 14, 2024, FTI Consulting Canada Inc. was appointed as the Monitor (the "**Monitor**") of the undertakings, property and assets of (the "**Applicants**").
- B. Pursuant to an Order of the Court dated February 14, 2024 (the "**SAVO**"), the Court approved the asset purchase agreement made as of January 31, 2024 (the "**APA**") between the between CMD Holdings Inc., East Lake Collision Ltd., Sunridge Collision Ltd., 2199931 Alberta Ltd., Collision Kings 3 Ltd., Arrow Auto Body Ltd., Stathko Investments Ltd., Nick's Repair Service Ltd., 10026923 Manitoba Ltd. and Bunzy's Auto Body Ltd. (the "**Vendors**") and Lift Auto Group Operating Corporation ("**Lift**" or the "**Purchaser**") and provided for the vesting in the Purchaser of the Vendors' right, title and interest in and to the Purchased Assets, and the assignment of the Assigned Contracts which vesting and assignment is to be effective with respect to the Purchased Assets and the Assigned Contracts upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price (as defined in the APA) for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 7 of the APA have been satisfied or waived by the Vendors and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the SAVO.

THE MONITOR CERTIFIES the following:

1. The APA was not the Successful Bid as defined in the SISP or, in the alternative, the APA is the Successful Bid and, as a result, the Vendors intend to proceed to complete the Transaction contemplated by the APA; and

2. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

FTI Consulting Canada Inc., in its capacity as Monitor of the undertakings, property and assets of [Vendors], and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B"

Form of Monitor's Closing Certificate

COURT FILE NUMBER 2401-01778
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

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

Clerk's stamp

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
COLLISION KINGS GROUP INC., CMD
HOLDINGS INC., EAST LAKE COLLISION LTD.,
MAYLAND HEIGHTS COLLISION LTD.,
SUNRIDGE COLLISION LTD., 2199931 ALBERTA
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LTD., NICK'S REPAIR SERVICE LTD., 10026923
MANITOBA LTD. and BUNZY'S AUTO BODY LTD.

APPLICANTS

COLLISION KINGS GROUP INC., CMD
HOLDINGS INC., EAST LAKE COLLISION LTD.,
MAYLAND HEIGHTS COLLISION LTD.,
SUNRIDGE COLLISION LTD., 2199931 ALBERTA
LTD., COLLISION KINGS 3 LTD., ARROW AUTO
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COLLISION LTD., STATHKO INVESTMENTS
LTD., NICK'S REPAIR SERVICE LTD., 10026923
MANITOBA LTD. and BUNZY'S AUTO BODY LTD.

DOCUMENT

**MONITOR'S CLOSING CERTIFICATE
(Lift Group Transaction)**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

CASSELS BROCK & BLACKWELL LLP
Barristers and Solicitors
Suite 3810, Bankers Hall West, 888 3rd Street SW
Calgary, AB T2P 5C5
Telephone: 403.351.2921 / 403.351.2922
Attention: Jeffrey Oliver / Danielle Marechal
Email: joliver@cassels.com /
dmarechal@cassels.com
File No.: 55118-4

RECITALS

- A. Pursuant to an Order of the Honourable Justice Neilson of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated February 7, 2024, as amended and restated by the Order of the Honourable Justice Lema dated February 14, 2024, FTI Consulting Canada Inc. was appointed as the Monitor (the "**Monitor**") of the undertakings, property and assets of (the "**Applicants**").
- B. Pursuant to an Order of the Court dated February 14, 2024 (the "**SAVO**"), the Court approved the asset purchase agreement made as of January 31, 2024 (the "**APA**") between the between CMD Holdings Inc., East Lake Collision Ltd., Sunridge Collision Ltd., 2199931 Alberta Ltd., Collision Kings 3 Ltd., Arrow Auto Body Ltd., Stathko Investments Ltd., Nick's Repair Service Ltd., 10026923 Manitoba Ltd. and Bunzy's Auto Body Ltd. (the "**Vendors**") and Lift Auto Group Operating Corporation ("**Lift**" or the "**Purchaser**") and provided for the vesting in the Purchaser of the Vendors' right, title and interest in and to the Purchased Assets, and the assignment of the Assigned Contracts which vesting and assignment is to be effective with respect to the Purchased Assets and the Assigned Contracts upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price (as defined in the APA) for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 7 of the APA have been satisfied or waived by the Vendors and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the SAVO.

THE MONITOR CERTIFIES the following:

3. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets and the Assigned Contracts payable on the Closing Date pursuant to the APA;
4. The applicable parties have paid and the Monitor has received any Cure Costs in respect of the Assigned Contracts pursuant to the APA;
5. The conditions to Closing as set out in Article 7 of the APA have been satisfied or waived by the Monitor and the Purchaser; and

6. The Transaction has been completed to the satisfaction of the Monitor.
7. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

FTI Consulting Canada Inc., in its capacity as Monitor of the undertakings, property and assets of [Vendors], and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "C"
Bunzy's Real Property

Title No. 1409033/1

REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

BUNZY'S AUTO BODY LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE
FOLLOWING DESCRIBED LAND:

SP LOT 19 PLAN 32688 WLTO IN RL 35 PARISH OF ST JOHN

Schedule "D"
Nick's Real Property

Title No. 2985050/5

REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

10026923 MANITOBA LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

PARCEL ONE:

PARCEL "B" PLAN 5203 NLTO EXC: AN UNDIVIDED ONE-HALF INTEREST IN ALL MINES & MINERALS IN TRANSFER 95792 NLTO IN SW 1/4 32-14-15 WPM

PARCEL TWO:

PARCEL "B" PLAN 5203 NLTO SUBJECT TO SPECIAL RESERVATIONS AS TO MINES MINERALS AND OTHER MATTERS AS PARTICULARLY DEFINED IN THE ORIGINAL GRANT FROM THE CROWN IN SE 1/4 32-14-15 WPM

Title No. 2985051/5

REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

10026923 MANITOBA LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

LOT 2 PLAN 52644 NLTO EXC: AN UNDIVIDED ONE-HALF INTEREST IN ALL MINES AND MINERALS IN TRANSFER 95792 NLTO IN SW 1/4 32-14-15 WPM

Schedule "E"
Claims

<p>Title No: 1409033/1 (Manitoba) BUNZY'S AUTO BODY LTD. SP LOT 19 PLAN 32688 WLTO IN RL 35 PARISH OF ST JOHN</p>			
Instrument Type	Registration Number	Registration Date	Registrant
Mortgage	4982387/1	2018-07-31	Crosstown Civic Credit Union
Personal Property Security Notice	4994171/1	2018-09-04	Crosstown Civic Credit Union

<p>Title No: 2985050/5 (Manitoba) 10026923 MANITOBA LTD. PARCEL ONE: PARCEL "B" PLAN 5203 NLTO EXC: AN UNDIVIDED ONE-HALF INTEREST IN ALL MINES & MINERALS IN TRANSFER 95792 NLTO IN SW 1/4 32-14-15 WPM PARCEL TWO: PARCEL "B" PLAN 5203 NLTO SUBJECT TO SPECIAL RESERVATIONS AS TO MINES MINERALS AND OTHER MATTERS AS PARTICULARLY DEFINED IN THE ORIGINAL GRANT FROM THE CROWN IN SE 1/4 32-14-15 WPM</p>			
Instrument Type	Registration Number	Registration Date	Registrant
Mortgage	1135535/5	2018-12-04	Royal Bank of Canada
Mortgage	1135536/5	2018-12-04	William Garth White & Gail Ann White

Title No: 2985051/5 (Manitoba)

10026923 MANITOBA LTD.

LOT 2 PLAN 52644 NLTO

EXC: AN UNDIVIDED ONE-HALF INTEREST IN ALL MINES AND MINERALS IN
TRANSFER 95792 NLTO

IN SW 1/4 32-14-15 WPM

Instrument Type	Registration Number	Registration Date	Registrant
Mortgage	1135535/5	2018-12-04	Royal Bank of Canada
Mortgage	1135536/5	2018-12-04	William Garth White & Gail Ann White

Schedule "F"

Permitted Encumbrances

- (a) the reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown, including, without limitation, the reservation of any mines and minerals in the Crown or in any other Person and any implied conditions set out in *The Law of Property Act* (Manitoba) as amended, replaced or restated from time to time or any other similar Applicable Law;
- (b) encumbrances given as security to a public utility or any Governmental Authority when required in the ordinary course of business;
- (c) all rights reserved to or vested in any Governmental Authority pursuant to Applicable Law to control or regulate the Purchased Assets in any manner, including any unregistered, undetermined or inchoate liens, levies or claims in favour of the Crown, any province or municipality or any other Governmental Authority;
- (d) rights of expropriation, access or use or any similar right conferred or reserved by any Applicable Law;
- (e) applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements, servicing agreements, cost sharing reciprocal agreements and building and zoning restrictions and other similar agreements; and
- (f) any easements, servitudes, rights-of-way, licences, agreements, restrictions that run with the land (including, without limitation, easements, rights-of-way and agreements for railways, sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables);

The following Alberta registrations:

- Nil.

The following Manitoba registrations:

- Caveat 1094591/5 registered in favour of the Manitoba Hydro-Electric Board on the property civically described as 149 MB-16 W, Neepawa, Manitoba and legally described as LOT 2 PLAN 52644 NLTO EXC: AN UNDIVIDED ONE-HALF INTEREST IN ALL MINES AND MINERALS IN TRANSFER 95792 NLTO IN SW 1/4 32-14-15 WPM.
- Caveat 1028093/5 registered in favour of MTS Communications Inc. on the property civically described as 149 MB-16 W, Neepawa, Manitoba and legally described as LOT 2 PLAN 52644 NLTO EXC: AN UNDIVIDED ONE-HALF INTEREST IN ALL MINES AND MINERALS IN TRANSFER 95792 NLTO IN SW 1/4 32-14-15 WPM

The following Saskatchewan registration:

- Nil.