

COURT FILE NUMBER

2401-01778

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

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

DOCUMENT

SUPPLEMENT TO THE SECOND REPORT OF FTI  
CONSULTING CANADA INC., IN ITS CAPACITY AS MONITOR  
OF COLLISION KINGS GROUP INC., CMD HOLDINGS INC.,  
EAST LAKE COLLISION LTD., MAYLAND HEIGHTS  
COLLISION LTD., SUNRIDGE COLLISION LTD., ARROW AUTO  
BODY LTD., CMD GLASS LTD., ROYAL VISTA COLLISION  
LTD., STATHKO INVESTMENTS LTD., 2199931 ALBERTA LTD.,  
COLLISION KINGS 3 LTD., NICK'S REPAIR SERVICE LTD.,  
10026923 MANITOBA LTD. and BUNZY'S AUTO BODY LTD.

**March 26, 2024**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**MONITOR**

FTI Consulting Canada Inc.  
1610, 520 5<sup>th</sup> Ave SW  
Calgary, AB T2P 3R7  
Deryck Helkaa / Dustin Olver  
Telephone: (403) 454-6031 / (403) 454-6032  
Fax: (403) 232-6116  
E-mail: [dustin.olver@fticonsulting.com](mailto:dustin.olver@fticonsulting.com)

**COUNSEL**

Cassels Brock & Blackwell LLP  
Suite 3810, Bankers Hall West  
Calgary, AB T2P 5C5  
Jeffrey Oliver / Danielle Marechal  
Telephone: (403) 351-2921  
Fax: (403) 648-1151  
Email: [joliver@cassels.com](mailto:joliver@cassels.com)  
[dmarechal@cassels.com](mailto:dmarechal@cassels.com)

## PURPOSE

1. On March 21, 2024, FTI Consulting Canada Inc. as monitor (the “**Monitor**”) filed its Second Report (the “**Second Report**”) wherein, the Monitor notified this Court of its intentions to further market the Applicants’ interests in the locations which were not included in the Enhanced Stalking Horse APA, namely Royal Vista, Mayland Heights and CMD Holdings (collectively, the “**Remaining Properties**”).
2. Subsequently, Royal Vista and CMD Holdings (the “**Vendors**”) entered into an asset purchase agreement (the “**Royal Vista APA**”) with 5807698 Manitoba Ltd (“**580 Manitoba**”) and 10191777 Manitoba Ltd. (“**101 Manitoba**” and collectively with 580 Manitoba the “**Purchaser**”).
3. The purpose of this supplemental report (the “**Supplemental Report**”) is to provide this Court with information regarding the Applicants’ application (the “**Vesting Order Application**”) seeking a vesting order (the “**Royal Vista Vesting Order**”) with respect to the Purchased Assets (as defined below).
4. Capitalized terms not otherwise defined herein have the meaning set forth in the Monitor’s previous Reports.

## ROYAL VISTA APA

5. Following the Monitor’s filing of the closing certificate (the “**Monitor’s Closing Certificate**”) certifying that the Enhanced Stalking Horse APA was closed, the Monitor followed up with any party who had shown interest in the Remaining Properties during the SISP to see if there was any interest to purchase the Remaining Properties en bloc or individually. Failing which those assets would be wound down and/or disposed of by way of public auction.

6. The only party who expressed any interest in the Royal Vista location was 580 Manitoba who had participated in the SISP and the Auction and was ultimately designated the backup bidder to the Stalking Horse APA at the completion of the Auction.
7. 580 Manitoba through its participation in the SISP and Auction was well known to the Monitor and Applicants, had demonstrated its financial capabilities to complete a transaction with the Applicants and was familiar with the Applicants' operations. Given the above, the Monitor was confident that 580 Manitoba could complete a transaction on an expediated timeframe which would increase recoveries to the Applicants' estate and reduce on-going operating costs for the Applicants.
8. Following the Auction, the Monitor continued discussions with 580 Manitoba in regard to Royal Vista and 580 Manitoba submitted an offer to purchase the Royal Vista assets and take on an assignment of the lease for the Royal Vista location.
9. The Monitor, the Applicants and 580 Manitoba proceeded to negotiate an assets purchase agreement and the Royal Vista APA was executed on March 26, 2024. The Royal Vista APA includes the following key terms:
  - a. purchase price of \$115,000, exclusive of GST, to be paid to the Monitor
  - b. the Purchaser will be purchasing the property, assets and undertakings of Royal Vista described in Schedule A of the Royal Vista APA (the "**Purchased Assets**");
  - c. the lease agreement (the "**Royal Vista Lease**") between CMD Holdings and CMD Properties Inc ("**CMD Properties**") will be assigned from CMD Holdings to 101 Manitoba. The Monitor understands that the assignment of the Royal Vista Lease has been verbally agreed to by all parties involved, including CMD Holdings (as assignor), CMD Properties (as landlord) and 101 Manitoba (as assignee). Therefore, the Applicants do not have to rely on the Courts jurisdiction and the assignment provisions in section 11.3 of CCAA as the assignment of the Royal

Vista Lease has been consensually agreed to by the parties. The Monitor understands that the execution of the lease assignment will be completed prior to the closing of the Royal Vista APA;

- d. the transaction is to be completed on an “as is where is” basis;
  - e. the Applicants and Monitor will make best efforts, to obtain a vesting order with respect to Vendors’ right, title and interest in, and to the Purchased Assets; and
  - f. has an effective transaction date of March 28, 2024, at 5:00PM (Calgary time) to allow for the facility to be vacated.
10. A copy of the Royal Vista APA has been attached to this report as Appendix “A”.
11. The personal property registry searches for Royal Vista ran at March 25, 2024, in Alberta and Manitoba attached as Appendix “B” and Appendix “C”, respectively.
12. The Monitor’s comments with respect to the Royal Vista APA and the relief being sought by the Applicants are as follows:
- a. pursuant to the relief granted in the ARIO, the Applicants have authority to enter into a transaction of this size, as the consideration of the Royal Vista APA does not exceed the thresholds defined in the paragraph 10 (a) of the ARIO;
  - b. the Royal Vista location was adequately exposed to the market following the marketing process run by the Applicants prior to these CCAA Proceedings and the SISP process run by the Monitor during these CCAA Proceedings;
  - c. the Royal Vista APA, resulted from the only interest shown in the Royal Vista assets and location and therefore is the highest, best and sole offer for the assets of Royal Vista. If this transaction is not completed it is likely much of the Royal Vista

assets would be either sold at auction for lower recoveries or abandoned as some of the equipment is affixed to the Royal Vista Lease premise, and removing this equipment would be costly and result in substantial damage needing repair at the Royal Vista Lease premise;

- d. the transaction has been completed on an expedited timeframe to avoid any further operational costs being incurred by the Applicants;
- e. TD Bank is supportive of the Royal Vista APA; and
- f. no stakeholder will be materially prejudiced by the granting of the Royal Vista Vesting Order as the proceeds will be paid to the Monitor to be held in trust and will be subject to the Monitor's allocation analysis to be completed at a later date once the Security Review is completed.

## CONCLUSIONS AND RECOMMENDATIONS

13. The Monitor is of the view that the relief requested by the Applicants is reasonable and justified in the circumstances.
14. Accordingly, the Monitor respectfully recommends that this Court grant the Royal Vista Vesting Order.

\*\*\*\*\*

All of which is respectfully submitted this 26<sup>th</sup> day of March 2024.

**FTI Consulting Canada Inc.,**  
in its capacity as Monitor of  
the Collision Kings Group  
and not in its personal or corporate capacity



---

Dustin Olver, CA, CPA, CIRP, LIT  
Senior Managing Director  
FTI Consulting Canada Inc.

# **Appendix A**

## ASSET PURCHASE AGREEMENT

THIS AGREEMENT (this "Agreement") is made this 26<sup>th</sup> day of March, 2024.

BETWEEN:

ROYAL VISTA COLLISION LTD. and CMD HOLDINGS INC.  
(the "Vendors")

- and -

5807698 MANITOBA LTD. ("580 Manitoba") and 10191777 MANITOBA LTD.  
("101 Manitoba" and together with 580 Manitoba, the "Purchaser")

### BACKGROUND:

- A. The Vendors are two of the applicants in proceedings commenced under the *Companies' Creditor's Arrangement Act* (Canada), as amended (the "CCAA" and the "CCAA Proceedings") in Action No. 2401-01778.
- B. FTI Consulting Canada Inc. was appointed monitor (the "Monitor") of the Vendors in the CCAA Proceedings.
- C. The Purchaser, as applicable, wishes to purchase and assume, and the Vendors wish to sell and assign, all of the Vendors' right, title, interest and obligation, if any, in, to and under: (i) the property, assets and undertaking described on **Schedule A** (collectively, the "Purchased Assets"); (ii) the contract listed on **Schedule B** (the "Assigned Contract"); and (iii) the liabilities listed on **Schedule C** (the "Assumed Liabilities") for the sum of \$115,000, plus applicable taxes.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the Vendors and the Purchaser (hereinafter collectively referred to as the "Parties", each of which is a "Party"), the Parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the Vendors hereby agree to sell, assign, transfer, convey, and set over all of their right, title, estate and interest, if any, in and to the Purchased Assets to 580 Manitoba and 580 Manitoba agrees to purchase and accept the Purchased Assets from the Vendors on an as is where is basis as of 5:00 pm MT on March 28, 2024 (the "Effective Time").
2. Subject to the terms and conditions of this Agreement, the Vendors hereby agree to sell, assign, transfer, convey, and set over all of their right, title, interest and obligation, if any, in to and under the Assigned Contract to 101 Manitoba, and 101 Manitoba agrees to accept, assume and perform the Assigned Contract from and after Effective Time on an as is where is basis.
3. Subject to the terms and conditions of this Agreement, the Vendors hereby agree to sell, assign, transfer, convey, and set over all of their right, title, interest and obligation, if any, in to and under the applicable Assumed Liabilities to the Purchaser, and the Purchaser





agrees to accept, assume and perform the Assumed Liabilities from and after Effective Time on an as is where is basis.

4. The consideration payable by the Purchaser to the Monitor (on behalf of the Vendors) for the Purchased Assets and Assigned Contract shall be the sum of \$115,000.00 (the "**Purchase Price**"), exclusive of GST. The Purchase Price shall be payable by the Purchaser to the Monitor (on behalf of the Vendor) concurrent with execution of this Agreement. The Purchase Price shall not be subject to any trust conditions and shall be fully releasable to the Monitor. The Purchase Price shall be payable by wire transfer in immediately available funds to the Monitor, for and on behalf of the Vendor. For certainty, any Cure Costs in respect of the Assigned Contract (whether arising prior to or after the commencement of the CCAA Proceedings), shall be the sole responsibility of the Purchaser and shall be in addition to the Purchase Price. "**Cure Costs**" means with respect to any Assigned Contract the amount, if any, required to remedy all of the Vendors' monetary defaults existing as at the Effective Time under the applicable Assigned Contract (or such other amounts as may be agreed by the Purchaser and the counterparty to the Assigned Contract), including without limitations any transfer or assignment fees.
5. The Purchaser shall pay to the Vendors or the Vendors' solicitors by electronic wire transfer on or before the Effective Time all GST payable in respect of the transaction hereunder in accordance with the *Excise Tax Act* (Canada) and the regulations made thereunder (the "ETA"). Notwithstanding the foregoing, if the Purchaser is registered under the ETA, then provided that the Purchaser delivers on the Effective Time: (i) an officer's certificate of the Purchaser confirming that the Purchaser is buying the Purchased Assets for its own account and not on behalf of any other Person; and (ii) an undertaking and indemnity under which the Purchaser covenants to remit all exigible GST and to indemnify the Vendors against any damages (including any interest or penalties imposed by a governmental authority) by reason of the failure of the Purchaser so to do, the Vendors will not collect GST from the Purchaser and the Purchaser will file returns and remit any GST exigible when and to the extent required by the ETA.
6. The Purchased Assets will be delivered to Purchaser *in situ*, on an "as is where basis", and the Vendors shall have no obligation to move or otherwise deliver any Purchased Assets to the Purchaser.
7. The Vendors will use best efforts to obtain a vesting order to convey the Vendors' right, title and interest, in and to the Purchased Assets to the Purchaser free and clear of all liens and encumbrances other than agreed permitted encumbrances.
8. The Purchaser acknowledges and agrees that it is purchasing the Purchased Assets and assuming the Assigned Contract and Assumed Liabilities on an "as is, where is" basis and on the basis that the Purchaser has conducted, to its satisfaction, an independent inspection, investigation and verification of the Purchased Assets, Assigned Contract and Assumed Liabilities (including a review of title, validity, ability to assign any agreements currency and completeness) and all other relevant matters. The Purchaser also acknowledges and agrees that it has determined to proceed with the transaction contemplated herein and will accept the Purchased Assets, Assigned Contract and Assumed Liabilities in their then current state, condition, location, and amounts on execution of this Agreement. All written and oral information provided by the Vendors, the Monitor and their representatives to the Purchaser in connection with the Purchased Assets has been provided for the convenience of the Purchaser only and neither the

Vendors, the Monitor, nor their representatives have made or are making any representation or warranty, express or implied, statutory or otherwise, as to the accuracy or completeness of any such information. Any information regarding or describing the Purchased Assets in this Agreement is for identification purposes and the convenience of the Purchaser only and neither the Vendors or the Monitor are making any representation or warranty, express or implied, statutory or otherwise, as to the accuracy or completeness of any such information.

9. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Assigned Contract to the extent such Assigned Contract is not assignable under Applicable Law, or the terms of the applicable Assigned Contract provide that it is not assignable without the consent of another Person, unless such consent has been obtained.
10. No representation, warranty or condition whether statutory (including under any Canadian or international equivalent statute which may be applicable to the subject matter pursuant to the provisions of this Agreement, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods), or express or implied, oral or written, legal, equitable, conventional, collateral, arising by custom or usage of trade, or otherwise is or will be given by the Vendors, the Monitor or their representatives, including, without limitation, as to title, outstanding liens or encumbrances, description, fitness for purpose, merchantability, merchantable quality, quantity, condition (including physical and environmental condition), suitability, durability, assignability, or marketability thereof or any other matter or thing whatsoever, and all of the same are expressly excluded and disclaimed by the Vendors and any rights pursuant to such statutes have been waived by the Purchaser. The Purchaser acknowledges and agrees that it has relied entirely and solely on its own investigations as to the matters set out above and in determining to purchase the Purchased Assets and assume the Assigned Contract and Assumed Liabilities pursuant to this Agreement.
11. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and, as applicable, their respective successors, administrators, executors, legal representatives, heirs, and assigns.
12. Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.
13. Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.
14. This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements, which are deemed to be mutually terminated. This Agreement may not be amended or modified in any respect except by written instrument executed by the Vendors and the Purchaser.
15. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and each of the Parties



irrevocably attorn to the exclusive jurisdiction of the Court in the CCAA Proceedings, and any appellate courts of the Province of Alberta therefrom.

16. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.
17. This Agreement is to be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. This Agreement may be executed and delivered electronically, including by way of DocuSign, PDF or .TIFF format.

***[signature page follows]***

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of the letters 'U' and 'P' followed by a flourish.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed as of the date hereof.

**10191777 MANITOBA LTD.**

Per: \_\_\_\_\_

Name: WJ Bethune  
Title: Partner

**CMD HOLDINGS INC.**

Per: \_\_\_\_\_

Name:  
Title:

**ROYAL VISTA COLLISION LTD.**

Per: \_\_\_\_\_

Name:  
Title:

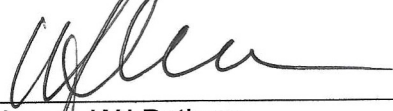
**5807698 MANITOBA LTD.**

Per: \_\_\_\_\_


Name: WJ Bethune  
Title: Partner

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed as of the Effective Date.


**5807698 Manitoba Ltd.**

Per:   
Name: WJ Bethune  
Title: Partner

**CMD Holdings Inc.**

Per:   
Name:  
Title:

**Royal Vista Collision Ltd.**

Per:   
Name:  
Title:

**SCHEDULE A  
PURCHASED ASSETS**

**Asset List**

Asset Listing			
Equipment Type	Owned	Make	Model Number
Paint booth	Owned	GFS Ultra XR	RSVDP-271409DTP-44-S-REVO
Prep booth	Owned	GFS Ultra CTOF	RTFDP-242409DTP-SS-REVO
Gun-wash Station	Owned	Uni-Ram Cascade	UG5000W
Frame Rack	Owned	CAR-O-LINER	BR6300
Spot Welder	Owned	Pro Spot i5	EN60974-1
Mig Welder	Owned	Pro Spot SP2	99820211 SMART MIG SP-2
A/C Machine	Owned	CPS	FX134A
A/C Machine	Owned	CPS	FX1234
Dustless sander system	Owned	Norton	SG145EPL
Sanding system	Owned	Eurovac	SYS-050-18300000
Sanding system	Owned	Eurovac	SYS-070-45000001
Fusion Plus Plastic Repair Station	Owned	Wedge Clamp	LF861D
Dent Fix Equipment (Aluminum)	Owned	ALUSPOT	
Self Piercing Rivet	Owned	Henrob	
Hoist	Owned	Challenger Lifts	SA10
Floor Pull Towers (x3)	Owned	Monocoque w/easy roller	
Floor Lifts (x3)	Owned	Wedge Clamp	WC971208

Also included is all property and assets not listed and owned by Royal Vista Collision Ltd. including, without limitation, those located at 35 Royal Vista Dr, Calgary Alberta, including all signage and computer equipment.

**SCHEDULE B  
ASSIGNED CONTRACT**

Lease Agreement dated September 25, 2020 between CMD Holdings Inc. as tenant and CMD Properties Inc. (the "**Landlord**") as landlord.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several loops and a vertical stroke.

**SCHEDULE C  
ASSUMED LIABILITIES**

- Any and all Liabilities arising from or related to the Purchased Assets from and after the Effective Date;
- Any and all Liabilities arising from or related to the Assigned Contract from and after Effective Date; and
- The Liabilities and other obligations agreed to be assumed or performed by the Purchaser as provided in this Agreement.

For the purposes of this Agreement, "**Liability**" means, with respect to any person, any liability or obligation of such person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, legal, beneficial or equitable, present or future, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such person, and includes, without limiting the generality of the foregoing, any debt, dues, guarantee, surety, indemnity obligation or other obligation.

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# **Appendix B**

Search ID #: Z17185508

**Transmitting Party**

WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)

10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967  
Phone #: 780 483 8211  
Reference #: 05271270

Search ID #: Z17185508

Date of Search: 2024-Mar-25

Time of Search: 11:37:37

**Business Debtor Search For:**

ROYAL VISTA COLLISION LTD.

Both Exact and Inexact Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.



Search ID #: Z17185508

**Business Debtor Search For:**

ROYAL VISTA COLLISION LTD.

Search ID #: Z17185508

Date of Search: 2024-Mar-25

Time of Search: 11:37:37

Registration Number: 20090929343

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Sep-09

Registration Status: Current

Expiry Date: 2025-Sep-09 23:59:59

Exact Match on:

Debtor

No: 1

**Amendments to Registration**

23122719756

Amendment

2023-Dec-27

**Debtor(s)**

**Block**

**Status**

Current

1 ROYAL VISTA COLLISION LTD.  
600, 5920 MACLEOD TRAIL S.  
CALGARY, AB T2H 0K2

**Secured Party / Parties**

**Block**

**Status**

Current

1 THE TORONTO-DOMINION BANK  
360 MAIN STREET, SUITE 2050  
WINNIPEG, MB R3C 3Z3  
Email: abautonsp@teranet.ca

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

2 Proceeds: all of the Debtor's present and after-acquired personal property including, but not limited to, all accounts, chattel paper, money, intangibles, goods, documents of title, instruments, investment property, and insurance proceeds (as each of those terms are defined in the PPSA).

Current By  
23122719756

Search ID #: Z17185508

**Business Debtor Search For:**

ROYAL VISTA COLLISION LTD.

Search ID #: Z17185508

Date of Search: 2024-Mar-25

Time of Search: 11:37:37

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Registration Number: 21011905672

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Jan-19

Registration Status: Current

Expiry Date: 2026-Jan-19 23:59:59

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Inexact Match on: Debtor No: 1

---

**Debtor(s)**

**Block**

**Status**

1 ROYAL VISTA COLLISION LTD. DBA CARSTAR CALGARY ROYAL OAK  
35 ROYAL VISTA DR NW  
CALGARY, AB T3R1R8

Current

**Secured Party / Parties**

**Block**

**Status**

1 HEFFNER AUTO SALES AND LEASING INC.  
3121 KING ST E  
KITCHENER, ON N2A1B1  
Email: VTHOMAS@HEFFNER.CA

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 EQUIPMENT FROM INVOICE 74524 FROM LEANTECH  
L. # J2101001

Current

Search ID #: Z17185508

**Business Debtor Search For:**

ROYAL VISTA COLLISION LTD.

Search ID #: Z17185508

Date of Search: 2024-Mar-25

Time of Search: 11:37:37

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Registration Number: 23100331966

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Oct-03

Registration Status: Current

Expiry Date: 2028-Oct-03 23:59:59

---

Exact Match on:

Debtor

No: 1

---

**Debtor(s)**

**Block**

**Status**

Current

1 ROYAL VISTA COLLISION LTD  
52 AUSTIN STREET  
WINNIPEG, MB R3A 1G8

**Secured Party / Parties**

**Block**

**Status**

Current

1 CHRISTOS STATHONIKOS FAMILY TRUST  
300, 14505 BANNISTER ROAD SE  
CALGARY, AB T2X 3J3  
Email: anhutton@mcleod-law.com

**Block**

**Status**

Current

2 MATTHEW STATHONIKOS FAMILY TRUST  
300, 14505 BANNISTER ROAD SE  
CALGARY, AB T2X 3J3  
Email: anhutton@mcleod-law.com

**Block**

**Status**

Current

3 DAVID STRETZ FAMILY TRUST  
300, 14505 BANNISTER ROAD SE  
CALGARY, AB T2X 3J3  
Email: anhutton@mcleod-law.com

**Block**

**Status**

Current

4 1427916 ALBERTA INC  
300, 14505 BANNISTER ROAD SE  
CALGARY, AB T2X 3J3  
Email: anhutton@mcleod-law.com

Search ID #: Z17185508

**Block**

5 1427913 ALBERTA INC.  
300, 14505 BANNISTER ROAD SE  
CALGARY, AB T2X 3J3  
Email: anhutton@mcleod-law.com

**Status**  
Current

**Block**

6 DOMNA INVESTMENTS INC.  
300, 14505 BANNISTER ROAD SE  
CALGARY, AB T2X 3J3  
Email: anhutton@mcleod-law.com

**Status**  
Current

**Collateral: General**

**Block**

**Description**

1 All present and after acquired personal property of the Debtor

**Status**  
Current

Search ID #: Z17185508

**Business Debtor Search For:**

ROYAL VISTA COLLISION LTD.

Search ID #: Z17185508

Date of Search: 2024-Mar-25

Time of Search: 11:37:37

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Registration Number: 23122819738

Registration Type: LAND CHARGE

Registration Date: 2023-Dec-28

Registration Status: Current

Registration Term: Infinity

---

Exact Match on:

Debtor

No: 1

---

**Debtor(s)**

**Block**

**Status**

1 ROYAL VISTA COLLISION LTD.  
2100, 222 3RD AVE SW  
CALGARY, AB T2P 0B4

Current

---

**Secured Party / Parties**

**Block**

**Status**

1 TORONTO-DOMINION BANK  
360 MAIN STREET, SUITE 2050  
WINNIPEG, MB R3C 3Z3  
Email: tdcomm@td.com

Current

Search ID #: Z17185508

**Business Debtor Search For:**

ROYAL VISTA COLLISION LTD.

Search ID #: Z17185508

Date of Search: 2024-Mar-25

Time of Search: 11:37:37

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Registration Number: 24011630469

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2024-Jan-16

Registration Status: Current

Expiry Date: 2026-Jan-16 23:59:59

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Issued in Calgary Judicial Centre

Court File Number is 2401-00646

Judgment Date is 2024-Jan-09

This Writ was issued on 2024-Jan-16

Type of Judgment is Other

Original Judgment Amount: \$32,080.79

Costs Are: \$211.60

Post Judgment Interest: \$0.00

Current Amount Owing: \$32,292.39

---

Exact Match on:

Debtor

No: 1

---

**Solicitor / Agent**

T & S COLLECTIONS LTD  
#105, 412 53 AVENUE SE  
CALGARY, AB T2H 0N4

Phone #: 403 202 7336

Fax #: 403 201 7236

Email: kenpratherts@shaw.ca

**Debtor(s)**

**Block**

**Status**

Current

1 ROYAL VISTA COLLISION LTD  
35 ROYAL VISTA DRIVE NW  
CALGARY, AB T3R 0H9

**Creditor(s)**

**Block**

**Status**

Current

1 2289739 ALBERTA LTD  
#105, 412 53 AVENUE SE  
CALGARY, AB T2H 0N4



**Search ID #: Z17185508**

Email: [kenpratherts@shaw.ca](mailto:kenpratherts@shaw.ca)

Search ID #: Z17185508

**Business Debtor Search For:**

ROYAL VISTA COLLISION LTD.

Search ID #: Z17185508

Date of Search: 2024-Mar-25

Time of Search: 11:37:37

---

Registration Number: 24011726588

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2024-Jan-17

Registration Status: Current

Expiry Date: 2026-Jan-17 23:59:59

---

Issued in Calgary Judicial Centre

Court File Number is 2401-00658

Judgment Date is 2024-Jan-09

This Writ was issued on 2024-Jan-17

Type of Judgment is Other

Original Judgment Amount: \$19,457.61

Costs Are: \$226.60

Post Judgment Interest: \$0.00

Current Amount Owing: \$19,684.21

---

Exact Match on:

Debtor

No: 1

---

**Solicitor / Agent**

T & S COLLECTIONS LTD  
#105, 412 53 AVENUE SE  
CALGARY, AB T2H 0N4

Phone #: 403 202 7336

Fax #: 403 201 7236

Email: kenpratherts@shaw.ca

**Debtor(s)**

**Block**

**Status**

Current

1 ROYAL VISTA COLLISION LTD  
35 ROYAL VISTA DRIVE NW  
CALGARY, AB T3R 0H9

**Creditor(s)**

**Block**

**Status**

Current

1 TRIPLE R AUTO LTD  
#105, 412 53 AVENUE SE  
CALGARY, AB T2H 0N4

**Search ID #:** Z17185508

Email: kenpratherts@shaw.ca

**Block**

2 OPERATING AS LEXUS OF ROYAL OAK  
7677 112 AVE NW  
CALGARY, AB T3R 1R8  
Email: craigm@charlesglentoyota.com

**Status**

Current

Search ID #: Z17185508

**Business Debtor Search For:**

ROYAL VISTA COLLISION LTD.

Search ID #: Z17185508

Date of Search: 2024-Mar-25

Time of Search: 11:37:37

---

Registration Number: 24020729233

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2024-Feb-07

Registration Status: Current

Expiry Date: 2026-Feb-07 23:59:59

---

Issued in Calgary Judicial Centre

Court File Number is 2401-00102

Judgment Date is 2024-Jan-30

This Writ was issued on 2024-Feb-02

Type of Judgment is Other

Original Judgment Amount: \$121,975.10

Costs Are: \$0.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$121,975.10

---

Exact Match on:

Debtor

No: 13

---

**Solicitor / Agent**

NATALIE L. MOHAMMED  
4, 12110 - 40 STREET SE  
CALGARY, AB T2Z 4K6

Phone #: 403 278 7001

Fax #: 403 271 2826

Reference #: 23-3717

Email: lisag@shostakgroup.com

**Debtor(s)**

**Block**

**Status**

Current

1 COLLISION KINGS GROUP INC.  
2100, 222 3 AVENUE SW  
CALGARY, AB T2P 0B4

**Block**

**Status**

Current

2 ARROW AUTO BODY LTD.  
2100, 222 3 AVENUE SW  
CALGARY, AB T2P 0B4

Search ID #: Z17185508

<b><u>Block</u></b>		<b><u>Status</u></b>
3	CARSTAR CALGARY BURNSLAND RD. 2100, 222 3 AVENUE SW CALGARY, AB T2P 0B4	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
4	MAYLAND HEIGHTS COLLISION LTD. 2100, 222 3 AVENUE SW CALGARY, AB T2P 0B4	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
5	CARSTAR MERIDIAN 2100, 222 3 AVENUE SW CALGARY, AB T2P 0B4	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
6	CARSTAR CALGARY FOOTHILLS 2100, 222 3 AVENUE SW CALGARY, AB T2P 0B4	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
7	EAST LAKE COLLISION LTD. 2100, 222 3 AVENUE SW CALGARY, AB T2P 0B4	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
8	CARSTAR CALGARY EAST LAKE 2100, 222 3 AVENUE SW CALGARY, AB T2P 0B4	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
9	STATHKO INVESTMENTS LTD. 2100, 222 3 AVENUE SW CALGARY, AB T2P 0B4	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
10	CARSTAR CALGARY DOWNTOWN 2100, 222 3 AVENUE SW CALGARY, AB T2P 0B4	Current
<b><u>Block</u></b>		<b><u>Status</u></b>
11	SUNRIDGE COLLISION LTD. 2100, 222 3 AVENUE SW CALGARY, AB T2P 0B4	Current

Search ID #: Z17185508

**Block**

12 CARSTAR CALGARY SUNRIDGE  
2100, 222 3 AVENUE SW  
CALGARY, AB T2P 0B4

**Status**  
Current

**Block**

13 ROYAL VISTA COLLISION LTD.  
2100, 222 3 AVENUE SW  
CALGARY, AB T2P 0B4

**Status**  
Current

**Block**

14 CARSTAR CALGARY ROYAL OAK  
2100, 222 3 AVENUE SW  
CALGARY, AB T2P 0B4

**Status**  
Current

**Creditor(s)**

**Block**

1 923416 ALBERTA LTD.  
2458 - 91 AVENUE SE  
CALGARY, AB T2C 5H3  
Email: lisag@shostakgroup.com

**Status**  
Current

**Block**

2 GLENMORE AUDI  
2458 - 91 AVENUE SE  
CALGARY, AB T2C 5H3  
Email: lisag@shostakgroup.com

**Status**  
Current

**Block**

3 SHOSTAK AUTO GROUP  
2458 - 91 AVENUE SE  
CALGARY, AB T2C 5H3  
Email: lisag@shostakgroup.com

**Status**  
Current

**Block**

4 SHOSTAK AUTOMOTIVE GROUP  
2458 - 91 AVENUE SE  
CALGARY, AB T2C 5H3  
Email: lisag@shostakgroup.com

**Status**  
Current

Search ID #: Z17185508

**Block**

5 1713281 ALBERTA LTD.  
2458 - 91 AVENUE SE  
CALGARY, AB T2C 5H3  
Email: lisag@shostakgroup.com

**Status**

Current

**Block**

6 PORSCHE CENTRE CALGARY  
2458 - 91 AVENUE SE  
CALGARY, AB T2C 5H3  
Email: lisag@shostakgroup.com

**Status**

Current

Search ID #: Z17185508

**Business Debtor Search For:**

ROYAL VISTA COLLISION LTD.

Search ID #: Z17185508

Date of Search: 2024-Mar-25

Time of Search: 11:37:37

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Registration Number: 24022137089

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2024-Feb-21

Registration Status: Current

Expiry Date: 2026-Feb-21 23:59:59

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Issued in Calgary Judicial Centre

Court File Number is 2401-01005

Judgment Date is 2024-Feb-15

This Writ was issued on 2024-Feb-21

Type of Judgment is Other

Original Judgment Amount: \$34,186.21

Costs Are: \$0.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$34,186.21

---

Exact Match on:

Debtor

No: 2

---

**Solicitor / Agent**

MCLEOD LAW LLP  
300, 14505 BANNISTER ROAD SE  
CALGARY, AB T2X 3J3

Phone #: 403 278 9411

Email: mrathwell@mcleod-law.com

Reference #: 167076/MR

**Debtor(s)**

**Block**

**Status**

Current

1 COLLISION KINGS GROUP INC.  
C/O 2100, 222 - 3 AVE SW  
CALGARY, AB T2P 0B4

**Block**

**Status**

Current

2 ROYAL VISTA COLLISION LTD.  
35 ROYAL VISTA DRIVE NW  
CALGARY, AB T3R 0H9



Search ID #: Z17185508

**Creditor(s)**

**Block**

**Status**

Current

1 JACK CARTER CHEVROLET BUICK GMC LTD.  
C/O 300, 14505 BANNISTER ROAD SE  
CALGARY, AB T2X 3J3  
Email: mrathwell@mcleod-law.com

Search ID #: Z17185508

**Business Debtor Search For:**

ROYAL VISTA COLLISION LTD.

Search ID #: Z17185508

Date of Search: 2024-Mar-25

Time of Search: 11:37:37

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Registration Number: 24022215646

Registration Type: COURT ORDER

Registration Date: 2024-Feb-22

Registration Status: Current

Registration Term: Infinity

---

Issued in Calgary Judicial Centre

Court File Number is 2401-01778

Court Order Date is 2024-Feb-07

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Exact Match on: Debtor No: 9

---

**Solicitor / Agent**

MLT AIKINS LLP - ATTN: KAITLIN WARD

2100-222-3 AVE SW

CALGARY, AB T2P 0P6

Phone #: 403 693 4300

Fax #: 403 508 4349

Reference #: 137640.22

Email: KWARD@MLTAIKINS.COM

**Defendant(s) / Respondent(s)**

**Block**

**Status**

1 CMD HOLDINGS INC.  
C/O 2100-222-3 AVE SW  
CALGARY, AB T2P 0P6

Current

**Block**

**Status**

2 EAST LAKE COLLISION LTD.  
C/O 2100-222-3 AVE SW  
CALGARY, AB T2P 0P6

Current

**Block**

**Status**

3 MAYLAND HEIGHTS COLLISION LTD.  
C/O 2100-222-3 AVE SW  
CALGARY, AB T2P 0P6

Current

Search ID #: Z17185508

**Block**

4 SUNRIDGE COLLISION LTD.  
C/O 2100-222-3 AVE SW  
CALGARY, AB T2P 0P6

**Status**

Current

**Block**

5 2199931 ALBERTA LTD.  
C/O 2100-222-3 AVE SW  
CALGARY, AB T2P 0P6

**Status**

Current

**Block**

6 COLLISION KINGS 3 LTD.  
C/O 2100-222-3 AVE SW  
CALGARY, AB T2P 0P6

**Status**

Current

**Block**

7 ARROW AUTO BODY LTD.  
C/O 2100-222-3 AVE SW  
CALGARY, AB T2P 0P6

**Status**

Current

**Block**

8 CMD GLASS LTD.  
C/O 2100-222-3 AVE SW  
CALGARY, AB T2O 0P6

**Status**

Current

**Block**

9 ROYAL VISTA COLLISION LTD.  
C/O 2100-222-3 AVE SW  
CALGARY, AB T2P 0P6

**Status**

Current

**Block**

10 STATHCO INVESTMENTS LTD.  
C/O 2100-222-3 AVE SW  
CALGARY, AB T2P 0P6

**Status**

Current

**Plaintiff(s) / Applicant(s)**

**Block**

1 FTI CONSULTING CANADA INC. (COURT APPOINTED MONITOR)  
1610-520-5 AVE SW  
CALGARY, AB T2P 0G8KWA  
Email: KWARD@MLTAIKINS.COM

**Status**

Current

Search ID #: Z17185508

**Particulars**

<b><u>Block</u></b>	<b><u>Additional Information</u></b>	<b><u>Status</u></b>
1	ALL DEFENDANTS/RESPONDENTS ARE THE DEBTORS IN THIS ACTION, AND FTI CONSULTING IS THE COURT APPOINTED MONITOR.	Current

Result Complete

# Appendix C

# Manitoba Registry

## Business Debtor

### Search by Business Debtor

Date: 2024-03-25

Business Name: ROYAL VISTA COLLISION LTD.

Time: 12:21:47 PM

Transaction Number:

10272830070

**2 exact matches were found.**

**1 similar match was found.**

### EXACT MATCHES

Business Debtor Name	No. of Registrations
1. ROYAL VISTA COLLISION LTD.	3
2. Royal Vista Collision Ltd.	1

### 1. ROYAL VISTA COLLISION LTD.

**1.1 ROYAL VISTA COLLISION LTD.: Registration 202402501601 (2024-02-13 12:20:08 PM)**

<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2026-02-13
<b>Debtor Address</b>	4600 112 AVE SE CALGARY, ALBERTA Canada T2C 2K2
<b>This registration is jointly registered with these business debtors</b>	BUNZY'S AUTO BODY LTD.
	10026923 MANITOBA LTD.
	NICK'S REPAIR SERVICE LTD.
	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.
	STATHKO INVESTMENTS LTD.
<b>Secured Parties (party code, name, address)</b>	SHANE DAERDEN c/o MLT AIKINS LLP 30TH FLOOR 360 MAIN STREET WINNIPEG, MANITOBA Canada R3C 4G1
<b>General Collateral Description</b>	Directors Charge over all of the Business Debtors' current and future assets, undertaking sand properties of every nature and kind whatsoever and wherever situate including all proceeds thereof pursuant to the CCAA Initial Order pronounced by the Honourable Justice J.T. Neilson of the Albert Court of Kings Bench on February 7, 2024 in Court File No. 2401-01778.

**1.2 ROYAL VISTA COLLISION LTD.: Registration 202402499801 (2024-02-13 12:06:38 PM)**

<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2026-02-13
<b>Debtor Address</b>	4600 112 AVE SE CALGARY, ALBERTA Canada T2C 2K2
<b>This registration is jointly registered with these business debtors</b>	BUNZY'S AUTO BODY LTD. 10026923 MANITOBA LTD. NICK'S REPAIR SERVICE LTD. 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. STATHKO INVESTMENTS LTD.
<b>Secured Parties (party code, name, address)</b>	THE TORONTO-DOMINION BANK c/o DENTONS LLP BANKERS COURT, 850 2 ST. SW 15TH FLOOR CALGARY, ALBERTA Canada T2P 0R8

<b>General Collateral Description</b>	Interim Lenders Charge over all of the Business Debtors current and future assets, undertakings and properties of every nature and kind whatsoever and wherever situate including all proceeds thereof pursuant to the CCAA Initial Order pronounced by the Honourable Justice J.T. Neilson of the Alberta Court of Kings Bench on February 7, 2024 in Court File No. 2401-01778.
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**1.3 ROYAL VISTA COLLISION LTD.: Registration 202402498902 (2024-02-13 11:58:40 AM)**

<b>Registered under</b>	The Personal Property Security Act
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<b>Expiry Date (YYYY-MM-DD)</b>	2026-02-13
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<b>Debtor Address</b>	4600 112 AVE SE CALGARY, ALBERTA Canada T2C 2K2
-----------------------	---

<b>This registration is jointly registered with these business debtors</b>	BUNZY'S AUTO BODY LTD.
	10026923 MANITOBA LTD.
	NICK'S REPAIR SERVICE LTD.
	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.
STATHKO INVESTMENTS LTD.	

<b>Secured Parties (party code, name, address)</b>	MLT AIKINS LLP 30TH FLOOR 360 MAIN STREET WINNIPEG, MANITOBA Canada R3C 4G1
--	--

	FTI CONSULTING CANADA INC. SUITE 1610, 520 5TH AVENUE SW CALGARY, ALBERTA Canada T2P 3R7
--	---

	CASSELS, BROCK & BLACKWELL LLP SUITE 3810, BANKERS HALL WEST 888 3RD STREET SW CALGARY, ALBERTA Canada T2P 5C5
--	--



<b>General Collateral Description</b>	Administration Charge over all of the Business Debtors' current and future assets, undertaking sand properties of every nature and kind whatsoever and wherever situate including all proceeds thereof pursuant to the CCAA Initial Order pronounced by the Honourable Justice J.T. Neilson of the Albert Court of Kings Bench on February 7, 2024 in Court File No. 2401-01778.
---------------------------------------	--

## 2. Royal Vista Collision Ltd.

<b>2.1 Royal Vista Collision Ltd.: Registration 202014801903 (2020-09-10 7:37:12 AM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2025-09-09
<b>Debtor Address</b>	600 ? 5920 Macleod Trail S. Calgary, Alberta Canada T2H 0K2
<b>Secured Parties (party code, name, address)</b>	The Toronto-Dominion Bank 360 Main Street Concourse Level Winnipeg, Manitoba Canada R3C 3Z8
<b>General Collateral Description</b>	Proceeds: all of the Debtors present and after-acquired personal property including, but not limited to, all accounts, chattel paper, money, intangibles, goods, documents of title, instruments, investment property, and insurance proceeds.
<b>Change History</b>	Registration Number: 202400083918 (2024-01-02 5:46:27 PM) Sections Changed: General Collateral Description

**END OF EXACT MATCHES**

## Business Debtor

**Search by Business Debtor: 1 similar match was found.**

<b>Business Debtor Name</b>	<b>No. of Registrations</b>
1. ROYAL VISTA COLLISION LTD	1

### 1. ROYAL VISTA COLLISION LTD

**1.1 ROYAL VISTA COLLISION LTD: Registration 202403399606 (2024-02-29 3:49:43 PM)**

<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2026-03-01
<b>Debtor Address</b>	4600 112 AVE SE Calgary, Alberta Canada T2C 2K2
<b>This registration is jointly registered with these business debtors</b>	BUNZY'S AUTO BODY LTD
	10026923 MANITOBA LTD
	NICK'S REPAIR SERVICE LTD
	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
	STATHKO INVESTMENTS LTD
<b>Secured Parties (party code, name, address)</b>	SHANE DAERDEN c/o MLT AIKINS LLP 30TH FLOOR 360 MAIN STREET Winnipeg, Manitoba Canada R3C 4G1
	MARK JONES c/o MLT AIKINS LLP 30TH FLOOR 360 MAIN STREET Winnipeg, Manitoba Canada R3C4G1
<b>General Collateral Description</b>	*The security interest is taken in all of the debtor's present and after-acquired personal property.  RIP Charge over all of the Business Debtors current and future assets, undertakings, and properties of every nature and kind whatsoever and wherever situate including all proceeds thereof pursuant to the CCAA Amended and Restated Initial order pronounced by the Honourable Justice Lema of the Albert Court of Kings Bench on February 7, 2024 in Court File No. 2401-01778.

