COURT FILE NUMBER 2401-01778

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

MATTER IN THE MATTER OF THE COMPANIES' CREDITORS

ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Oct 01. 2025

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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.

APPLICANT FTI CONSULTING CANADA INC., in its capacity as Court-

appointed Monitor with enhanced powers 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.

DOCUMENT ORDER – TERMINATION OF CCAA, DISCHARGE OF

MONITOR, FINAL DISTRIBUTION AND OTHER RELIEF

ADDRESS FOR SERVICE AND CONTACT

INFORMATION OF PARTY FILING THIS

DOCUMENT

Cassels Brock & Blackwell LLP Bankers Hall West

3810, 888 3rd St SW Calgary, AB T2P 5C5

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P: 403 351 2920 / 403 351 2922

Attention: Jeffrey Oliver / Danielle Marechal

File no. 55118-4

DATE ON WHICH ORDER WAS PRONOUNCED: September 25, 2025

LOCATION OF HEARING OR TRIAL Calgary, AB

NAME OF JUSTICE WHO MADE THIS ORDER Justice M.H. Bourque

UPON the application of FTI Consulting Canada Inc. ("FTI"), in its capacity as Court-appointed monitor with enhanced powers (in such capacity the "Monitor") 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. (collectively the "Debtors") for an Order granting, among other things,(i) the termination of the within CCAA proceedings (the "CCAA Proceedings") and the discharge of the Monitor; (ii) the approval of the professional fees of the Monitor and its counsel; (iii) the approval of the Monitor's conduct; and (iv) the approval of the Final Distribution (as defined herein); AND UPON having read the Application filed September 15, 2025, the Affidavit of Shane Daerden sworn January 30, 2024, the Confidential Affidavit of Shane Daerden, sworn on January 30, 2024, the Affidavit of Mark Jones sworn October 7, 2024, the Pre-Filing Report of the Monitor dated February 5, 2024, the First Report of the Monitor dated February 9, 2024, the Second Report of the Monitor dated March 21, 2024, the Third Report of the Monitor dated July 18, 2024, the Fourth Report of the Monitor dated October 9, 2024, the Fifth Report of the Monitor dated December 10, 2024, the Supplemental Report to the Fifth Report dated December 19, 2024, the Sixth Report of the Monitor dated April 22, 2025, the Seventh Report of the Monitor dated September 15, 2025 (the "Seventh Report"), and the Affidavit of Service of Angeline Gagnon sworn September 24, 2025; AND UPON review the Initial Order granted by the Honourable Justice J.T. Neilson in these proceedings on February 7, 2024, the Amended and Restated Initial Order granted by the Honourable Justice M. Lema in these proceedings on February 14, 2024 ("ARIO"), the Stay Extension Order granted by the Honourable Justice Gill on March 27, 2024, the Stay Extension Order granted by the Honourable Justice Romaine on July 25, 2024, the Stay Extension Order granted by the Honourable Justice Armstrong on October 17, 2024, the Stay Extension, Fee Approval and Retention Incentive Plan Payment Order granted by the Honourable Justice Jeffrey on December 16, 2024, the Second Amended and Restated Initial Order granted by the Honourable Justice Jeffrey on December 20, 2024 (the "SARIO"), the Negative Claims Process Order granted by the Honourable Justice R.W. Armstrong on April 29, 2025, the Stay Extension Order granted by the Honourable Justice R.W. Armstrong on April 29, 2025, and the Amending Order granted by the Honourable Justice R.W. Armstrong on May 2, 2025; AND UPON hearing counsel for the Monitor and for other interested parties;

## IT IS HEREBY ORDERED AND DECLARED THAT:

- 1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged (if necessary) and deemed good and sufficient and this application is properly returnable today.
- Terms not otherwise defined herein shall have the meaning ascribed to them in the SARIO or the Seventh Report.

# **APPROVAL OF ACTIVITIES**

The activities, conduct and actions of the Monitor as set out in the Seventh Report of the Monitor are hereby ratified and approved.

## APPROVAL OF PROFESSIONAL FEES

- 4. The Monitor's accounts for fees and disbursements from the period of December 1, 2024 to August 31, 2025, as set out in paragraph 42 of the Seventh Report, are hereby approved without the necessity of a formal assessment of its accounts.
- 5. The accounts of the Monitor's legal counsel, Cassels Brock & Blackwell LLP, for its fees and disbursements from December 1, 2024 to July 31, 2025, as set out in paragraph 42 of the Seventh Report, are hereby approved without the necessity of a formal assessment of its accounts.
- 6. The fees and disbursements of the: (i) Monitor (whether incurred or to be incurred), for the period from September 1, 2025 to the completion of the administration of the within proceedings; and (ii) the Monitor's legal counsel, Cassels Brock & Blackwell LLP for the period from August 1, 2025 to the completion of the administration of the within proceedings, are hereby approved without the necessity of a formal assessment of its accounts up to the amount of \$50,000 plus GST.

# **FINAL DISTRIBUTION**

- 7. The Monitor 's final distribution of funds, as attached at Schedule "A" hereto, is hereby approved.
- 8. Following the payment of all of the costs of the within CCAA Proceedings (including those costs, fees and disbursements secured by any Court ordered the charges in these CCAA Proceedings), the Monitor is hereby authorized and empowered (without further order of this Court) to make the distributions as described in <a href="Schedule "A"</a> to this Order from the Funds in Trust (collectively the "Final Distributions" and each a "Distribution").
- 9. The Monitor is authorized to take all necessary steps and actions to effect the Final Distributions in accordance with the provisions of this Order, and shall not incur any liability as a result of making the Final Distributions.
- 10. Notwithstanding,
  - (a) the pendency of these CCAA Proceedings;
  - (b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") or other applicable legislation in

respect of the Debtors and any bankruptcy or receivership order issued pursuant to any such application;

- (c) any assignment in bankruptcy made in respect of the Debtors; and
- (d) any provisions of any federal of provincial legislation;

the Final Distributions shall be made free and clear of all encumbrances (other than any Court ordered charges granted in these CCAA Proceedings) and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Debtors and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. Any Distribution made under this Order shall not constitute a "distribution" by any person and the Monitor shall not constitute a "legal representative" or "representative" for the purposes of section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada), section 23 of the *Canada Pension Plan Act* (Canada), section 86 of the *Employment Insurance Act* (Canada), and section 97.39 of the *Customs Act* (Canada), or any other similar applicable federal, provincial or territorial tax legislation (collectively, the "Tax Statutes"), and the Monitor, in making any Distribution is merely a disbursing agent and is not exercising any discretion in making such Distribution, and no person is "distributing" such funds for the purposes of the Tax Statutes. Further, the Monitor shall not incur any liability under the Tax Statutes in respect of the Distributions and the Monitor is hereby forever released, remised and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect of or as a result of the Distributions made by it in accordance with this Order and any claims of this nature are hereby forever barred.

# **TERMINATION OF CCAA PROCEEDINGS**

- 12. Upon the Monitor filing with the Court a certificate in substantially the form attached hereto as <a href="Schedule" ("B" (the "Monitor's Certificate")">Schedule "B" (the "Monitor's Certificate")</a> certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed to the satisfaction of the Monitor, the CCAA proceedings shall be terminated without any further act or formality (the "CCAA Termination Time"); provided, however, that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any actions or steps taken by any person in accordance therewith.
- 13. The Charges shall be and are hereby terminated, released and discharged as of the CCAA Termination Time without any further act or formality.

## **DISCHARGE OF MONITOR**

- 14. Effective at the CCAA Termination Time, FTI shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time; provided that, notwithstanding its discharge as Monitor, FTI shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to these CCAA Proceedings following the CCAA Termination Time, as may be required, including without limitation, as contemplated as contemplated by the SARIO (the "Monitor Incidental Matters").
- 15. Notwithstanding any provision of this Order, the Monitor's discharge or the termination of these CCAA proceedings, nothing herein shall affect, vary, derogate from, limit, or amend, and the Monitor shall continue to have the benefit of, any of the rights, approvals, releases and protections in favour of the Monitor at law or pursuant to the CCAA, the SARIO, any other order of this Court in these CCAA Proceedings or otherwise, all of which are expressly continued and confirmed following the CCAA Termination Time, including in connection with any Monitor Incidental Matters and other actions taken by the Monitor following the CCAA Termination Time with respect to the Debtors or these CCAA proceedings.
- No action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor, except with prior leave of this Court and on not less than 15 days prior written notice to the Monitor.
- 17. On the evidence before the Court, the Monitor has satisfied its obligations under and pursuant to the terms of the orders granted in the within CCAA Proceedings up to and including the date hereof. Effective as of the CCAA Termination Time, the Monitor, its counsel, Cassels Brock & Blackwell LLP ("Cassels"), and each of their respective affiliates, officers, directors, partners,

employees and agents (collectively, the "Released Parties" and each a "Released Party") shall be and are hereby forever released and discharged from any and all claims that any Person may have or be entitled to assert against any of the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence in any way relating to, arising out of, or in respect of, these CCAA Proceedings or with respect to their respective conduct in these CCAA Proceedings (collectively, the "Released Claims"), and any such Released Claims are hereby irrevocably and forever released, stayed, extinguished and forever barred, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability finally determined to be the result of the gross negligence, willful misconduct or fraud on the part of the applicable Released Party.

## **STAY EXTENSION**

18. The Stay Period is hereby further extended up to and including the earlier of: (i) November 30, 2025; (ii) the CCAA Termination Time; and (iii) such other date as this Court may order.

# **GENERAL**

- 19. The Monitor may apply to the Court as necessary to seek further orders and directions to give effect to this Order.
- 20. This Order shall have full force and effect in all provinces and territories in Canada.
- 21. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or any other foreign jurisdiction, to give effect to this Order and to assist the Debtors, 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 Debtors and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Debtors and the Monitor and their respective agents in carrying out the terms of this Order.

#### **SERVICE**

- 22. Service of this Order shall be deemed good and sufficient by:
  - (a) serving the same on:
    - 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; 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.

23. Service of this Order may be effected by facsimile, electronic mail, personal delivery, courier or regular mail.

Justice of the Court of King's Berich of Alberta

# SCHEDULE "A"

# **FINAL DISTRIBUTIONS**

# **Proposed Distribution to Unsecured Creditors**

|  |   | Proposed                    |
|--|---|-----------------------------|
| Applicant Entity                                 | Creditor  | Distribution                |
| Bunzy's Auto Body Ltd.                           | A.P.T. Auto Parts Trading Co.Ltd                  | \$ 15,796.63                |
| Bunzy's Auto Body Ltd.                           | AAA Alarm Systems                                 | \$ 298.06                   |
| Bunzy's Auto Body Ltd.                           | AirPro Diagnostics, LLC                           | \$ 248.24                   |
| Bunzy's Auto Body Ltd.                           | Alldata   | \$ 491.80                   |
| Bunzy's Auto Body Ltd.                           | AUDI WINNIPEG                                     | \$ 3,175.57                 |
| Bunzy's Auto Body Ltd.                           | AUTO STRIPE                                       | \$ 190.95                   |
| Bunzy's Auto Body Ltd.                           | Automotive Trades Association                     | \$ 572.84                   |
| Bunzy's Auto Body Ltd.                           | Bell MTS Business - Internet                      | \$ 160.17                   |
| Bunzy's Auto Body Ltd.                           | Bell MTS Business - Phone                         | \$ 249.90                   |
| Bunzy's Auto Body Ltd.                           | Birchwood Infiniti                                | \$ 23.51                    |
| Bunzy's Auto Body Ltd.                           | Bridgeport Office Solutions                       | \$ 159.68                   |
| Bunzy's Auto Body Ltd.                           | CAA LOCKSMITH SERVICES                            | \$ 440.57                   |
| Bunzy's Auto Body Ltd.                           | CAN-AM AUTO GLASS & SUPPLIES                      | \$ 687.32                   |
| Bunzy's Auto Body Ltd.                           | Can-West  | \$ 376.53                   |
| Bunzy's Auto Body Ltd.                           | Canadian AutoShield                               | \$ 307.38                   |
| Bunzy's Auto Body Ltd.                           | Carcal Inc  | \$ 380.30                   |
| Bunzy's Auto Body Ltd.                           | Commercial Lighting                               | \$ 270.24<br>\$ 3,942.27    |
| Bunzy's Auto Body Ltd.<br>Bunzy's Auto Body Ltd. | CROWN HONDA<br>DCC HAIL PDR                       | \$ 3,942.27<br>\$ 16,434.18 |
| Bunzy's Auto Body Ltd.                           | Dr Hook Towing Services Ltd                       | \$ 10,434.18                |
| Bunzy's Auto Body Ltd.                           | Enterprise Rent - A - Car                         | \$ 332.40                   |
| Bunzy's Auto Body Ltd.                           | FAST Sport Specific Training                      | \$ 1,257.45                 |
| Bunzy's Auto Body Ltd.                           | Geller's  | \$ 3,631.88                 |
| Bunzy's Auto Body Ltd.                           | Hertz Canada Limited                              | \$ 6,823.03                 |
| Bunzy's Auto Body Ltd.                           | Image Car Care Products                           | \$ 112.24                   |
| Bunzy's Auto Body Ltd.                           | INDEPENDENT MOBILE WASH                           | \$ 339.80                   |
| Bunzy's Auto Body Ltd.                           | INLAND GLASS                                      | \$ 2,155.20                 |
| Bunzy's Auto Body Ltd.                           | KEYBREEZE MARINE SERVICES                         | \$ 558.65                   |
| Bunzy's Auto Body Ltd.                           | KEYSTONE AUTOMOTIVE INDUSTRIES                    | \$ 5,407.70                 |
| Bunzy's Auto Body Ltd.                           | Linde Canada                                      | \$ 1,697.62                 |
| Bunzy's Auto Body Ltd.                           | LKQ CANADA AUTO PARTS INC                         | \$ 140.65                   |
| Bunzy's Auto Body Ltd.                           | MCPHILLIPS TOYOTA                                 | \$ 658.42                   |
| Bunzy's Auto Body Ltd.                           | Mercedes-Benz Winnipeg                            | \$ 48.70                    |
| Bunzy's Auto Body Ltd.                           | MING AUTO BEAUTY                                  | \$ 474.28                   |
| Bunzy's Auto Body Ltd.                           | Minute Muffler                                    | \$ 99.66                    |
| Bunzy's Auto Body Ltd.                           | MURRAY CHRYSLER DODGE JEEP RAM                    | \$ 2,083.64                 |
| Bunzy's Auto Body Ltd.                           | MURRAY HYUNDAI                                    | \$ 11,344.19                |
| Bunzy's Auto Body Ltd.                           | Napa  | \$ 5,120.36                 |
| Bunzy's Auto Body Ltd.                           | Poulin's Pest Control                             | \$ 43.17                    |
| Bunzy's Auto Body Ltd.                           | Receiver General - Canada Revenue Ag              | \$ 21,077.26                |
| Bunzy's Auto Body Ltd.                           | Rogers Business                                   | \$ 272.98                   |
| Bunzy's Auto Body Ltd.                           | Rondex Limited                                    | \$ 85,927.00                |
| Bunzy's Auto Body Ltd.                           | RSC Social Media Management                       | \$ 745.16                   |
| Bunzy's Auto Body Ltd.                           | SUPERIOR CAR CARE                                 | \$ 93.10                    |
| Bunzy's Auto Body Ltd.                           | The City of Winnipeg                              | \$ 195.60                   |
| Bunzy's Auto Body Ltd.                           | THE DENTIST P.D.R                                 | \$ 430.49                   |
| Bunzy's Auto Body Ltd.                           | Uline Canada Corporation                          | \$ 717.67                   |
| Bunzy's Auto Body Ltd.                           | United Chemical Services                          | \$ 638.62                   |
| Bunzy's Auto Body Ltd.                           | VICKAR COMMUNITY CHEVROLET                        | \$ 8,260.78                 |
| Bunzy's Auto Body Ltd.                           | Vickar Community Chevrolet-Lease<br>VICKAR NISSAN | \$ 57.63<br>\$ 2,847.00     |
| Bunzy's Auto Body Ltd.<br>Bunzy's Auto Body Ltd. | WHEEL FIX-IT                                      | \$ 2,847.00<br>\$ 3,078.27  |
| Bunzy's Auto Body Ltd.                           | WILF'S ELIE FORD SALES LTD.                       | \$ 1,565.42                 |
| Bunzy's Auto Body Ltd.                           | WINNIPEG KIA                                      | \$ 1,363.42<br>\$ 177.95    |
| Bunzy's Auto Body Ltd.                           | MLT Aikins  | \$ 1,092.01                 |
| Bunzy's Auto Body Ltd To                         |   | \$ 213,841.81               |
|  | •   | • •                         |
| 10026923 Manitoba Ltd.                           | MLT Aikins  | \$ 1,182.80                 |
| 10026923 Manitoba Ltd.                           | TD Bank (as secured creditor of CKGI)             | \$ 79,460.44                |
| 10026923 Manitoba Ltd To                         | otal Proposed Distribution                        | \$ 80,643.24                |

## **SCHEDULE "B"**

#### FORM OF MONITOR'S CERTIFICATE

COURT FILE NUMBER 2401-01778

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

**MATTER** 

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

Clerk's Stamp

LTD. and BUNZY'S AUTO BODY LTD.

APPLICANT FTI CONSULTING CANADA INC., in its capacity as Court-appointed

Monitor with enhanced powers 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.

DOCUMENT MONITOR'S CERTIFICATE

ADDRESS FOR Cassels Brock & Blackwell LLP SERVICE AND Suite 3810, Bankers Hall West

CONTACT 888 3 Street SW INFORMATION Calgary, AB T2P 5C5 OF PARTY

FILING THIS DOCUMENT Telephone: 403.351.2920

Email: joliver@cassels.com / dmarechal@cassels.com

File No.: 55118-4

Attention: Jeffrey Oliver / Danielle Marechal

#### **RECITALS**

A. FTI Consulting Canada Inc. (the "**Monitor**") was appointed as the Monitor of the Applicants in the within proceedings commenced under the *Companies' Creditors Arrangement Act*, RSC 1985, c.

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- C-36, as amended (the "CCAA Proceedings") pursuant to an Order of the Alberta Court of Queen's Bench (the "Court") dated February 7, 2024 (the "Initial Order").
- B. On February 14, 2024, the Court granted an Amended and Restated Initial Order. On December 20, 2024, the Court granted the Second Amended and Restated Initial Order, which among other things, provided the Monitor with enhanced powers.
- C. Pursuant to an Order of this Court dated September 25, 2025 (the "CCAA Termination Order"), among other things, the Monitor shall be discharged as Monitor and the CCAA Proceedings shall be terminated upon the filing of the Monitor's Certificate.
- D. Unless otherwise indicated herein, capitalized terms have the meanings set out in the CCAA Termination Order.

# THE MONITOR CERTIFIES the following:

1. To the best of the Monitor's knowledge, all outstanding matters to be attended to in connection with the CCAA Proceedings, have been completed to the satisfaction of the Monitor.

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

| or corporate capacity. |  |
|------------------------|--|
| Per:                   |  |
| Name:                  |  |
| Title:                 |  |

FTI Consulting Canada Inc., in its capacity as Monitor in these CCAA Proceedings and not in its personal