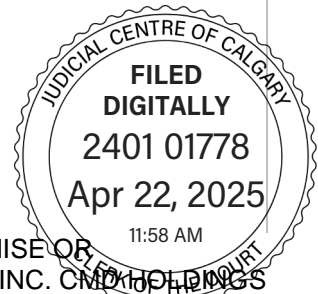


COURT FILE NUMBER 2401-01778  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

Clerk's Stamp



IN THE MATTER OF THE COMPANIES'  
CREDITORS ARRANGEMENT ACT, R.S.C.  
1985, c C-36, AS AMENDED

APPLICANT

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF COLLISION KINGS GROUP INC. CMD HOLDINGS  
INC., EAST LAKE COLLISION LTD. 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.  
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

**APPLICATION – APPROVAL OF NEGATIVE CLAIMS PROCESS  
ORDER, STAY EXTENSION AND MONITOR'S ACTIVITIES**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION  
OF PARTY  
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**Attention: Jeffrey Oliver / Danielle Marechal**

File no. 55118-4

**NOTICE TO THE RESPONDENTS:** see Service List attached hereto as Schedule "A"

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as show below:

Date: Tuesday, April 29, 2025  
Time: 2:00PM

Where: Calgary (via WebEx)  
Before Whom: The Honourable Mr. Justice R.W. Armstrong

Go to the end of this document to see what else you can do and when you must do it.

**Remedy claimed or sought:**

1. FTI Consulting Canada Inc., 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. (**"100 Manitoba"**) and Bunzy's Auto Body Ltd. (**"Bunzy's"** and together with the foregoing entities, the **"Debtors"**), seeks:
  - (a) an order substantially in the form attached hereto as Schedule "B" (the **"Claims Procedure Order"**):
    - (i) if necessary, abridging the time for service of this Application and the supporting sixth report of the Monitor, dated April 22, 2025 (the **"Sixth Report"**) and declaring service to be good and sufficient;
    - (ii) approving the Negative Claims Process (as defined below) for the identification, quantification and resolution of Claims (as defined in the Claims Procedure Order) as against 100 Manitoba and Bunzy's (collectively, the **"Manitoba Entities"**);
    - (iii) authorizing the Monitor to perform its obligations under the Claims Procedure Order;
    - (iv) establishing the Claims Bar Date (as defined in the Claims Procedure Order);
  - (b) an order substantially in the form attached hereto as Schedule "C" (the **"Stay Extension Order"**):
    - (i) if necessary, abridging the time for service of this Application and the Sixth Report and declaring service to be good and sufficient;
    - (ii) extending the Stay Period up to and including September 30, 2025, or such other date as this Court may deem appropriate;
    - (iii) approving the activities of the Monitor as set out in the Sixth Report; and
  - (c) such further and other relief as this Honourable Court deems appropriate.

2. All Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Claims Procedure Order or Sixth Report.

**Ground for making this Application:**

**Background**

3. On February 7, 2024, the Debtors were granted protection under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the "**CCAA**") pursuant to an initial order (the "**Initial Order**") of the Court of King's Bench of Alberta (the "**Court**"). On February 14, 2024, the Court granted and Amended and Restated Initial Order. On December 20, 2024, the Court granted a Second Amended and Restated Initial Order, which among other things, provided the Monitor with enhanced powers.
4. All of the Debtors' assets have been realized and most of the proceeds of sale from the Debtors' assets have been distributed to the appropriate creditors, with the exception of the MB Unsecured Holdback.
5. As detailed in the Monitor's Fifth Report dated December 10, 2024, the Monitor has held back a total of \$455,656 with respect to proceeds realized from the Manitoba Entities, broken out as follows:
  - (a) \$125,279 from proceeds related to 100 Manitoba; and
  - (b) \$330,377 from proceeds related to Bunzy's.
6. Other than the Purported Rondex Secured Claim:
  - (a) there are no known secured or unsecured creditors of 100 Manitoba that remain unpaid; and
  - (b) all of the secured creditors of Bunzy's have been paid in full, but the unsecured creditors remain unpaid.
7. A claims process is required to determine the nature, quantum, and validity of Claims against the Manitoba Entities and to make a final distribution of the MB Unsecured Holdback.

### **Negative Claims Process**

8. The Monitor has developed a proposed negative claims process (the “**Negative Claims Process**”) to govern the process for determining the nature, quantum, and validity of Claims against the Manitoba Entities, with a view to distributing the MB Unsecured Holdback to creditors.
9. The proposed Negative Claims Process contemplates a streamlined process that requires the Monitor to send a Negative Notice Claims Package to all Known Creditors of the Manitoba Entities and post notice of the Negative Claims Process in the *Neepawa Banner* and *The Winnipeg Free Press Mail* and on the Monitor’s Website.
10. Known Creditors will have the opportunity to submit a notice of dispute in relation to the quantum and characterization of their Negative Notice Claim as set out in the Negative Notice Claims Package. If Known Creditors do not dispute their Negative Notice Claim as set out in the Negative Notice Claims Package, then such Known Creditor shall be deemed to have accepted the amount and characterization of their Claim as set out in its Statement of Negative Notice Claim for distribution purposes.
11. Additionally, any Person that has a potential claim against the Manitoba Entities and who is not a Known Creditor (an “**Unknown Creditor**”) can request and complete a Proof of Claim in respect of a potential Claim, provided that such Proof of Claim is submitted and received by the Monitor by the Claims Bar Date. The Unknown Creditors will also be able to submit a notice of dispute in relation to the quantum and characterization of their Claim to the extent the Monitor revises or disallows the Claim set out in the Proof of Claim.
12. As summary of the Negative Claims Process and the estimated timing for the execution of the Negative Claims Process is as follows:

Action	Estimated Timing
Negative Claims Procedure Order	April 29, 2025
Negative Notice Claims Package posted on Monitor’s Website	On or before May 15, 2025 at 5:00 pm (Calgary time)
Negative Notice Claims Package sent to all Known Creditors	On or before May 15, 2025 at 5:00 pm (Calgary time)
Notice of Negative Claims Process published in <i>Neepawa Banner</i> and <i>The Winnipeg Free Press Mail</i>	On or before May 15, 2025 at 5:00 pm (Calgary time)

Deadline for receipt by the Monitor of any: (i) Notice of Dispute of Negative Notice Claim; and (ii) Proofs of Claim ( <i>i.e.</i> , the Claims Bar Date)	June 16, 2025 at 5:00 pm (Calgary time)
Deadline for Monitor to send notice of revision or disallowance (" <b>NORD</b> ")	June 30, 2025 at 5:00 pm (Calgary time)
Deadline for Creditors to dispute NORD and submit an applicant and affidavit in relation to same	Fifteenth Business Day after deemed receipt of NORD at 5:00 pm (Calgary time)
Deadline for application re: NORD dispute to be heard	August 29, 2025

13. The Negative Claims Process is reasonable in the circumstances for the following reasons:
- (a) the Negative Claims Process is designed to be as easy as possible for Creditors to have their Claims recognized and resolved while also being mindful of the quantum of remaining estate funds and trying to minimize the administrative costs associated with the Negative Claims Process;
  - (b) the Negative Claims Process makes reasonable efforts to notify any Unknown Creditors of the Negative Claims Process through the requirements to post an advertisement in local papers and on the Monitor's website;
  - (c) the Negative Claims Process will not prejudice the Purported Rondex Secured Claim; and
  - (d) in the Monitor's view, the timelines contemplated in the Negative Claims Process provide sufficient time for Unknown Creditors to be made aware of the Claims Process, and to complete and submit their Proof of Claims, and for Known Creditors to review the Negative Notice Claims Package and for any disputed Claims to be reconciled or adjudicated.

#### **Activities of the Monitor**

14. The Monitor has acted diligently since its appointment as Monitor.
15. The actions, conduct and activities of FTI Consulting Canada Inc., in its capacity as Monitor are described in the Sixth Report. The Monitor's actions and conduct are lawful, proper, and consistent with its powers under the SARIO.

**Stay Extension**

16. Pursuant to the SARIO, the Stay Period is scheduled to expire on April 30, 2025. The request to extend the Stay Period up to and including September 30, 2025, is necessary to allow the Negative Claims Process to unfold and to finalize the remaining matters of the within CCAA proceedings, including:
  - (a) collecting the remaining CARSTAR AR, which was subject to a warranty holdback until March 31, 2025;
  - (b) applying to this Court for a distribution of the MB Unsecured Holdback, net of administrative costs, pursuant to the Claims received in the Negative Claims Process; and
  - (c) applying to this Court to seek the termination of these CCAA Proceedings.
17. With access to the MB Unsecured Holdback, the Monitor will have sufficient liquidity available to fund the administrative expenses related to the Negative Claims Processes.
18. There will be no material prejudice to the Debtors' creditors and other stakeholders as a result of the extension of the Stay Period.
19. The Monitor and the Debtors have acted and will continue to act in good faith.

**Material or evidence to be relied on:**

20. The Second Amended and Restated Initial pronounced by the Honourable Justice Jeffrey on December 20, 2024.
21. The Fifth Report of the Monitor dated December 10, 2024, filed.
22. The Supplemental Report to the Fifth Report dated December 19, 2024, filed.
23. The Sixth Report of the Monitor dated April 22, 2025, filed.
24. Such further and other materials as counsel may advise and this Honourable Court may permit.

**Applicable rules:**

25. The *Alberta Rules of Court*.
26. Such further and other rules as counsel may advise and this Honourable Court may permit.

**Applicable Acts and regulations:**

27. *Companies' Creditor Arrangement Act*, RSC 1985, c. C-36.
28. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

29. None.

**How the application is proposed to be heard or considered:**

30. Remotely, via Webex.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

Schedule A

COURT FILE NUMBER: 2401- 01778

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE: CALGARY

PROCEEDING: 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., 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.

APPLICANTS FTI CONSULTING CANADA INC., in its capacity as  
Monitor with enhanced powers 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 **SERVICE LIST**  
(Updated April 22, 2025)

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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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<b>Crystal Glass Canada Ltd.</b> 6424 Gateway Blvd. Edmonton, AB T6H 2H9	Email	Interested Party

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<b>McMillan LLP</b> 1700, 421 - 7th Avenue S.W. Calgary, Alberta T2P 4K9  <b>Kourtney Rylands</b> Email: <a href="mailto:Kourtney.rylands@mcmillan.ca">Kourtney.rylands@mcmillan.ca</a>  <b>Elayna Dushenski</b> Email: <a href="mailto:elayna.dushenski@mcmillan.ca">elayna.dushenski@mcmillan.ca</a>	Email	Counsel to Catastrophe Solutions International
<b>Jaguar Land Rover Royal Oak</b>  <b>Paul Valentine</b> Email: <a href="mailto:paulv@valentinevolvo.com">paulv@valentinevolvo.com</a>	Email	Potential Creditor
<b>Universal Ford</b>  <b>Perri Bamberger</b> <a href="mailto:pbamberger@summitfleet.com">pbamberger@summitfleet.com</a>	Email	Interested Party
<b>Bennett Jones LLP</b> 4500 Bankers Hall East 855 – 2 <sup>nd</sup> Street SW Calgary, AB T2P 4K7  <b>Jason Arnason</b> Email: <a href="mailto:arnasonj@bennettjones.com">arnasonj@bennettjones.com</a>	Email	Counsel for Wood Automotive Group and Woodridge Lincoln
<b>GOVERNMENT AGENCIES</b>		
<b>Canada Revenue Agency</b> c/o Surrey National Verification and Collection Centre	Fax	Potential Creditor

GOVERNMENT AGENCIES		
<p>9755 King George Blvd Surrey, BC V3T 5E1</p> <p>Fax: 1 866 219 0311</p> <p><b>Canada Revenue Agency</b> 220 4 Ave SE Calgary, AB T2G 0L1</p> <p>Fax: 403 264 5843</p>		
<p><b>Department of Justice Canada</b> Prairie Regional Office – Edmonton #300, 10423 – 101 St. NW Edmonton, Alberta T5H 0E7</p> <p><b>George Body</b> Email: <a href="mailto:George.body@justice.gc.ca">George.body@justice.gc.ca</a></p> <p><b>Marlene Barrientos</b> Email: <a href="mailto:marlene.barrientos@justice.gc.ca">marlene.barrientos@justice.gc.ca</a></p> <p><b>Department of Justice Canada</b> 410 – 22<sup>nd</sup> Street East, Suite 410 Saskatoon, Saskatchewan S7K 7E6</p> <p><b>David Smith</b> Email: <a href="mailto:david.smith@justice.gc.ca">david.smith@justice.gc.ca</a></p> <p><b>Attorney General of Canada</b> Prairie Regional Office (Winnipeg) 601 – 400 St. Mary Avenue Winnipeg, Manitoba R3C 4K5</p> <p>Email: <a href="mailto:mbcolls@justice.gc.ca">mbcolls@justice.gc.ca</a></p>	Email	<p>Potential Counsel to Canada Revenue Agency Alberta; Canada Revenue Agency Saskatchewan; Canada Revenue Agency Manitoba Potential Creditor</p>
<p><b>Government of Manitoba Department of Finance Taxation Division</b> 101 – 401 York Avenue Winnipeg, Manitoba R3C 0P8</p>	Courier	Potential Creditor
<p><b>Labour Program Employment and Social Development Canada</b> 165 rue de l'Hotel-de-Ville Street Gatineau, Quebec K1A 0J2</p> <p><b>Adam Seddon</b> Email: <a href="mailto:adam.seddon@labour-travail.gc.ca">adam.seddon@labour-travail.gc.ca</a></p> <p><b>Adrian Raddatz</b> Email: <a href="mailto:Adrian.raddatz@labour-travail.gc.ca">Adrian.raddatz@labour-travail.gc.ca</a></p>	Email	Potential Creditor



GOVERNMENT AGENCIES		
<b>Johannar Howes</b> Email: <a href="mailto:johannar.howes@labour-travail.gc.ca">johannar.howes@labour-travail.gc.ca</a>  <b>Julie Matte</b> Email: <a href="mailto:Julie.l.matte@servicecanada.gc.ca">Julie.l.matte@servicecanada.gc.ca</a>		
<b>McLennan Ross LLP</b> 600, McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4  <b>Ryan Trainer</b> Email: <a href="mailto:ryan.trainer@mross.com">ryan.trainer@mross.com</a>	Email	Counsel for The Dent Wizard (Canada) Ltd.
<b>Taylor McCaffrey LLP</b> 2200 – 201 Portage Avenue Winnipeg, MB R3B 3L3  <b>Remo De Sordi</b> Email: <a href="mailto:rdesordi@tmlawyers.com">rdesordi@tmlawyers.com</a>  <b>Jim Bethune</b> Email: <a href="mailto:jimb@carstarmanitoba.ca">jimb@carstarmanitoba.ca</a>	Email	Counsel to 5807698 Manitoba Ltd. and 10191777 Manitoba Ltd.
<b>CMD Properties Inc.</b> 264 Springbluff Bay SW Calgary, AB T3H 5B7  <b>Neil Hutton – agent for service</b> Email: <a href="mailto:nhutton@mcleod-law.com">nhutton@mcleod-law.com</a>  <a href="mailto:tpunt@romanre.com">tpunt@romanre.com</a>  <a href="mailto:hart@transwestfinance.com">hart@transwestfinance.com</a>	Email	Interested Party
<b>923416 Alberta Ltd.;</b> <b>Glenmore Audi;</b> <b>Shostak Auto Group;</b> <b>Shostak Automotive Group;</b> <b>1713281 Alberta Ltd.; and</b> <b>Porsche Centre Calgary</b> 2458 – 91 <sup>st</sup> Avenue SE Calgary, AB T2C 5H3  Email: <a href="mailto:lisag@shostakgroup.com">lisag@shostakgroup.com</a>	Email	Interested Party
<b>McLeod Law LLP</b> 300, 14505 Bannister Road SE Calgary, AB T2X 3J3  <b>Mark Rathwell</b>	Email	Counsel to Jack Carter Chevrolet Buick GMC Ltd.

GOVERNMENT AGENCIES		
Email: <a href="mailto:mrathwell@mcleod-law.com">mrathwell@mcleod-law.com</a>		

Schedule B

COURT FILE NUMBER	2401-01778	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	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	<b>NEGATIVE CLAIMS PROCEDURE ORDER</b>	
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  E: <a href="mailto:dmarechal@cassels.com">dmarechal@cassels.com</a> P: 403 351 2920  <b>Attention: Danielle Marechal</b>  File no. 055118-00004	

**DATE ON WHICH ORDER WAS PRONOUNCED:** April 29, 2025

**LOCATION WHERE ORDER WAS PRONOUNCED:** Calgary, Alberta

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice R.W. Armstrong

**UPON THE APPLICATION** of FTI Consulting Canada Inc., 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**") pursuant to the *Companies Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**") for, an order approving the Negative Claims Process (defined herein); **AND UPON** having read the Application of the Monitor filed April [22], 2025, the Affidavit of Shane Daerden sworn January 30, 2024 (the "**Daerden**

**Affidavit**”), the Confidential Affidavit of Shane Daerden, sworn on January 30, 2024 (the “**Confidential Affidavit**”), 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 and the affidavit of services of [●] sworn April [●], 2025; **AND UPON** reviewing 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, the Stay Extension Order granted by Justice Gill on March 27, 2024, the Stay Extension Order granted by Justice Romaine on July 25, 2024, the Stay Extension Order granted by Justice Armstrong on October 17, 2024, the Stay Extension, Fee Approval and Retention Incentive Plan Payment Order granted by Justice Jeffrey on December 16, 2024, the Second Amended and Restated Initial Order granted by Justice Jeffrey on December 20, 2024 (the “**SARIO**”) and the Stay Extension, Allocation and Distribution Order granted by Justice Jeffrey on December 20, 2024; **AND UPON** hearing counsel for the Monitor and counsel for any other interested parties; **AND UPON** being satisfied that it is appropriate to do so;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and time for service of this application is abridged to that actually given.

**DEFINITIONS AND INTERPRETATION**

2. Any capitalized term used and not defined herein shall have the meaning ascribed thereto in the SARIO.
3. For the purposes of this Order, the following terms shall have the following meanings:
  - (a) “**100 MB**” means 10026923 Manitoba Ltd.;
  - (b) “**Bunzy’s**” means Bunzy’s Auto Body Ltd.;
  - (c) “**Business Day**” means, except as otherwise specified herein, a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Calgary, Alberta;
  - (d) “**CCAA Proceedings**” means the CCAA proceedings commenced by the Debtors in the Court under Court File No. 2401-01778;
  - (e) “**Claim**” means provable claims, as defined in section 2 of the *Bankruptcy and Insolvency Act* (Canada) against the Manitoba Entities, as of February 7, 2024;

- (f) **"Claims Bar Date"** means June 16, 2025, 2025 at 5:00 p.m. (Calgary Time);
- (g) **"Court"** means the Court of King's Bench of Alberta;
- (h) **"Creditors"** means the Known Creditors and Unknown Creditors;
- (i) **"Disputing Creditor"** has the meaning ascribed to that term in paragraph [25] of this Order;
- (j) **"Known Creditor"** means any Person known to the Monitor as having a potential Claim against any of the Manitoba Entities based on the books and records of the Manitoba Entities;
- (k) **"Manitoba Entities"** means 100 MB and Bunzy's;
- (l) **"Monitor's Website"** means <http://cfcanada.fticonsulting.com/collisionkings/>;
- (m) **"Negative Claims Process"** means the process and procedures outlined in this Order;
- (n) **"Negative Notice Claim"** means a Claim that is set out in a Statement of Negative Notice Claim and prepared by the Monitor, which Claim shall be: (i) valued in accordance with the assessment of such Claim by the Monitor, based on the books and records of the Manitoba Entities (including Claims with a quantum of \$0.00) and any negotiations with such Negative Notice Claimant, and (ii) deemed to be accepted in the amount and characterization set out therein unless otherwise disputed by a Negative Notice Claimant in accordance with the procedures outlined herein, and which shall include the Claims of any Persons to whom the Monitor determines to send a Negative Notice Claims Package based on the books and records of the Manitoba Entities;
- (o) **"Negative Notice Claimant"** means a Known Creditor to whom a Statement of Negative Notice Claim is addressed and delivered by the Monitor in accordance with the procedures outlined herein;
- (p) **"Negative Notice Claims Package"** means the package of document(s) to be disseminated by the Monitor to all Negative Notice Claimants in accordance with the terms of this Order, which shall consist of a Statement of Negative Notice Claim and a Notice of Dispute of Negative Notice Claim form, and such other materials as the Monitor may consider appropriate;
- (q) **"NORD"** means notice of revision or disallowance in substantially the form attached as Schedule "C" hereto, which may be prepared by the Monitor and delivered by the Monitor to a Creditor revising or disallowing, in part or in whole, a Claim submitted by such Creditor in a Proof of Claim or Notice of Dispute of Negative Notice Claim;

- (r) **"Notice of Dispute of Negative Notice Claim"** means the notice, substantially in the form included in the Statement of Negative Notice Claim, which may be submitted or delivered to the Monitor by a Negative Notice Claimant disputing a Statement of Negative Notice Claim, with reasons for its dispute in accordance with this Order;
  - (s) **"Notice of Dispute of Revision or Disallowance"** means the notice, substantially in the form attached as Schedule "D" hereto, which may be submitted or delivered to the Monitor by any Creditor who has received a NORD and is disputing the NORD, with reasons for its dispute in accordance with this Order;
  - (t) **"Order"** means this Negative Claims Procedure Order;
  - (u) **"Person"** means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust (including a real estate investment trust), unincorporated organization, joint venture, government or any agency or instrumentality thereof, or any other entity;
  - (v) **"Proof of Claim"** means the proof of claim, substantially in the form attached as Schedule "B" hereto, which may be submitted or delivered to the Monitor by any Unknown Creditor in accordance with this Order;
  - (w) **"Statement of Negative Notice Claim"** means the applicable statement to be prepared by the Monitor, and disseminated by the Monitor to each Negative Notice Claimant in accordance with the terms of this Order, which shall state the amount (if any) and characterization of such Negative Notice Claimant's Negative Notice Claim and shall include a description of the security (if any) in respect of such Negative Notice Claim, and which statement shall be substantially in the form attached as Schedule "A" hereto; and
  - (x) **"Unknown Creditor"** means any Person, other than a Known Creditor, who has a potential Claim against any of the Manitoba Entities;
4. Except where otherwise specified herein, all references as to time herein shall mean local time in Calgary, Alberta, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

## **GENERAL PROVISIONS**

5. Notwithstanding any other provision of this Order, the delivery by the Monitor of Statements of Negative Notice Claim or Proofs of Claim, the filing by any Negative Notice Claimant of a Notice of Dispute of Negative Notice Claim or Notice of Dispute of Revision or Disallowance and the filing by any Unknow Creditor of a Notice of Dispute of Revision or Disallowance, shall not, for that reason only, grant any Person any rights, including without limitation, in respect of the amount and characterization of its Claims or its standing in the CCAA Proceedings, except as specifically set out in this Order.
6. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner or content in which any forms submitted or delivered hereunder are completed and executed and the time in which they are submitted, and may, where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms.

## **MONITOR'S ROLE**

7. In addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the SARIO any other orders of the Court in the CCAA Proceedings, the Monitor shall carry out the Negative Claims Process and is hereby authorized, directed and empowered to take such actions and fulfill such roles as contemplated by this Order or are incidental thereto.
8. In carrying out the terms of this Order, the Monitor: (a) shall have all of the protections given to it by the CCAA, the SARIO, any other orders of the Court in the CCAA Proceedings, and this Order, or as an officer of the Court, including the stay of proceedings in its favour, (b) shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, other than in respect of its gross negligence or wilful misconduct, (c) shall be entitled to rely on the books and records of the Manitoba Entities and any information provided by or on behalf of any of the Manitoba Entities, all without independent investigation, (d) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, and (e) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Order from the Manitoba Entities or any of their affiliated companies, partnerships, or other corporate entities, including making such inquiries and obtaining such records and information as it deems appropriate in connection with the Negative Claims Process.

## **NOTICE TO CREDITORS**

9. As soon as practicable, but no later than 5:00 p.m. on the May 15, 2025, the Monitor shall:

- (a) published a notice of the Negative Claims Process once in the Neepawa Banner and Winnipeg Free Press;
  - (b) cause the Negative Notice Claims Packages (or a condensed version thereof, as the Monitor may deem appropriate) to be posted to the Monitor's Website; and
  - (c) cause the Negative Notice Claims Packages to be sent to every Known Creditor, at their last known municipal or e-mail address as recorded in Manitoba Entities' books and records. The Monitor shall specify in the Statement of Negative Notice Claim included in such Negative Notice Claims Package, the amount and characterization of the Known Creditors' Negative Notice Claim.
10. If, prior to the Claims Bar Date, the Monitor becomes aware of any Unknown Creditors who wish to submit a Proof of Claim, the Monitor shall forthwith send such Unknown Creditor a Proof of Claim.
  11. To the extent any Creditors request documents or information relating to the Negative Claims Process prior to the Claims Bar Date, the Monitor shall direct such Creditor to the documents posted on the Monitor's Website, or shall otherwise respond to the request for documents or information as the Monitor, may consider appropriate in the circumstances.
  12. The Negative Claims Process and the forms of Statement of Negative Notice Claim, Notice of Dispute of Negative Notice Claim, Proof of Claim, Notice of Dispute of Revision or Disallowance and NORD are hereby approved. Notwithstanding the foregoing, the Monitor may, from time to time, make such minor changes to the forms as they Monitor may consider necessary or desirable.
  13. The sending of the Negative Notice Claims Packages to the Known Creditors and the publication of notice of the Negative Claims Process in the Neepawa Banner and Winnipeg Free Press and the publishing of the Negative Notice Claims Packages (or a condensed version thereof) on the Monitor's Website, each in accordance with paragraphs [9] of this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of (a) this Order, and (b) the Claims Bar Date, on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

## **CLAIMS PROCEDURE**

### *Known Creditors*

14. If a Negative Notice Claimant wishes to dispute the amount (if any) or characterization of its Negative Notice Claim, as set out in its Statement of Negative Notice Claim, such Negative Notice Claimant shall deliver to the Monitor (in accordance with paragraph [30]) a Notice of Dispute of



Negative Notice Claim, which must be received by the Monitor by no later than the Claims Bar Date. Such Negative Notice Claimant shall specify in its Notice of Dispute of Negative Notice Claim the details of the dispute with respect to its Claim.

15. If a Negative Notice Claimant does not deliver to the Monitor a completed Notice of Dispute of Negative Notice Claim such that it is received by the Monitor by the Claims Bar Date, disputing its Claim as set out in its Statement of Negative Notice Claim, then (a) such Negative Notice Claimant shall be deemed to have accepted the amount (if any) and characterization of the Negative Notice Claimant's Claim(s) as set out in its Statement of Negative Notice Claim for distribution purposes, and (b) any and all of the Negative Notice Claimant's rights to dispute the Claim(s) as set out in its Statement of Negative Notice Claim or to otherwise assert or pursue the Claim(s) set out in its Statement of Negative Notice Claim, other than as they are set out in such Statement of Negative Notice Claim, shall be forever extinguished and barred without further act or notification.
16. If a Negative Notice Claimant delivers to the Monitor a completed Notice of Dispute of Negative Notice Claim and the Monitor disagrees with the amount or characterization of the Claim as set out in the Notice of Dispute of Negative Notice Claim, the Monitor shall attempt to resolve such dispute and settle the purported Claim with the Negative Notice Claimant.
17. If the Monitor intends to revise or reject the Notice of Dispute of Negative Notice Claim, the Monitor shall notify the applicable Negative Notice Claimant that its Claim has been revised or rejected, and the reason therefor, by sending a NORD by no later than June 30, 2025.
18. If a Negative Notice Claimant intends to dispute a NORD, they shall comply with the procedure set out in paragraphs [25] to [27] of this Order.
19. If a Negative Notice Claimant receives a NORD and does not dispute the NORD in accordance with the procedure set out in paragraphs [25] to [27] of this Order, then (a) such Negative Notice Claimant shall be deemed to have accepted the amount (if any) and characterization of the Negative Notice Claimant's Claim(s) as set out in its NORD for distribution purposes, and (b) any and all of the Negative Notice Claimant's rights to dispute the Claim(s) as set out in the NORD or to otherwise assert or pursue the Claim(s) set out in its Statement of Negative Notice Claim, other than as they are set out in such NORD, shall be forever extinguished and barred without further act or notification.

#### *Unknown Creditors*

20. Any Unknown Creditor shall be permitted to file a Proof of Claim by the Claims Bar Date. Any Unknown Creditor that does not file a Proof of Claim so that such Proof of Claim is actually received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor may agree in writing:

- (a) is hereby forever barred, estopped and enjoined from asserting or enforcing any such Claim against the Monitor or the Debtors and all such Claims shall be forever extinguished;
  - (b) will not be entitled to receive further notice with respect to the Negative Claims Process or these proceedings with respect to the Claims; and
  - (c) will not be permitted to participate in any distribution on account of such Claim.
21. If an Unknown Creditor delivers to the Monitor a completed Proof of Claim and the Monitor disagrees with the amount or characterization of the Claim as set out in the Proof of Claim, the Monitor shall attempt to resolve such dispute and settle the purported Claim with the Unknown Creditor.
  22. If the Monitor intends to revise or reject the Proof of Claim, the Monitor shall notify the applicable Unknown Creditor that its Claim has been revised or rejected, and the reason therefor, by sending a NORD by no later than June 30, 2025.
  23. If an Unknown Creditor intends to dispute a NORD, they shall comply with the procedure set out in paragraphs [25] to [27] of this Order.
  24. If an Unknown Creditor receives a NORD and does not dispute the NORD in accordance with the procedure set out in paragraphs [25] to [27] of this Order, then (a) such Unknown Creditor shall be deemed to have accepted the amount (if any) and characterization of the Unknown Creditor's Claim(s) as set out in its NORD for distribution purposes, and (b) any and all of the Unknown Creditor's rights to dispute the Claim(s) as set out in the NORD or to otherwise assert or pursue the Claim(s) set out in its Proof of Claim, other than as they are set out in such NORD, shall be forever extinguished and barred without further act or notification.

#### *Disputing Creditors*

25. Any Creditor who intends to dispute a NORD (each a "**Disputing Creditor**") shall deliver a completed Notice of Dispute of Revision or Disallowance along with the reasons for its dispute, to the Monitor in accordance with paragraph [30] by no later than fifteen (15) Business Days after the date on which the Disputing Creditor is deemed to have received the NORD, or such other date as may be agree to by the Monitor in writing. In addition, any Disputing Creditor must file an application with the Court supported by an affidavit setting out the basis for the dispute and must send the application and affidavit to the Monitor immediately upon filing of same. The application and affidavit must be filed by the Disputing Creditor within fifteen (15) Business Days after sending the Notice of Dispute of Revision or Disallowance to the Monitor and the Disputing Creditor must have the application set down to be heard by no later than August 29, 2025.

26. Upon receipt of a Notice of Dispute of Revision or Disallowance, the Monitor may attempt to consensually resolve the classification and the amount of the Claim with the Disputing Creditor.
27. If a Creditor does not deliver a Notice of Dispute of Revision or Disallowance by the deadlines set out in this Order or does not comply with any of the requirements of paragraph [25] of this Order, the Disputing Creditor shall be deemed to accept the classification and amount of its Claim as set forth in the applicable NORD and such Disputing Creditor's Claim for distribution purposes shall be deemed to be as determined in the NORD and any and all of the Disputing Creditor's rights to dispute the Claim as determined in the NORD or to otherwise assert or pursue such Claim other than as determined in the NORD for distribution purposes shall be forever extinguished and barred without further act or notification.

#### **NOTICE OF TRANSFERREES**

28. If a Known Creditor or any subsequent holder of a Claim who has been acknowledged by the applicable Manitoba Entity as the holder of the Claim transfers or assigns that Claim to another Person, the Monitor shall not be required to give notice to or to otherwise deal with the transferee or assignee of the Claim as the holder of such Claim, unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Monitor. Thereafter, such transferee or assignee shall, for all purposes under this Order and the Negative Claims Process, constitute the holder of such Claim and shall be bound by notices given and steps taken in respect of such Claim in accordance with the provisions of the Negative Claims Process.

#### **NOTICE AND COMMUNICATION**

29. Except as otherwise provided herein, the Monitor may deliver any notice or other communication to be given under this Order to any Creditor or other interested Person by sending true copies thereof by email, ordinary mail, such other method by which the Monitor reasonably believes will bring it to the attention of the Creditor or Person to the address last shown on the books and records of the Manitoba Entities or to such address provided by the Creditor, and that any such notice by courier, personal delivery, facsimile or email shall be deemed to be received on the next business day following the date of sending thereof, or, if sent by ordinary mail on the third business day after mailing within Alberta, the fifth business day after mailing within Canada, and the tenth business day after mailing internationally.
30. Any notice or other communication to be given under this Order by a Creditor to the Monitor shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, email (in PDF format) or personal delivery and addressed to:

**FTI Consulting Canada Inc.**, Monitor of 10026923 Manitoba Ltd. and Bunzy's Auto Body Ltd.

**Attention:** Robert Kleebaum  
Suite 1610, 520 5th Ave SW  
Calgary, Alberta T2P 3R7

**Email:** [robert.kleebaum@FTIConsulting.com](mailto:robert.kleebaum@FTIConsulting.com)

31. In the event that the day on which any notice or communication required to be delivered pursuant to the Negative Claims Process is not a Business Day then such notice or communication shall be required to be delivered on the next business day.

**GENERAL**

32. Notwithstanding the terms of this Order, the Monitor or any interested Person may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to apply for such further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order or to amend, supplement or modify the Claims Process or this Order.

**SERVICE OF ORDER**

33. 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; and
    - 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; and
- service on any other person is hereby dispensed with.
34. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier.

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Justice of the Court of King's Bench of Alberta

**SCHEDULE "A"**  
**STATEMENT OF NEGATIVE NOTICE CLAIM**

## STATEMENT OF NEGATIVE NOTICE CLAIM

[DATE]

[Name]

[Address]

Dear ●:

Re: Negative Notice Claims in the CCAA Proceedings of the Collision Kings Group<sup>1</sup>

Amount of Negative Notice Claim against **[100 Manitoba/ Bunzy's]** has been assessed as an **[unsecured]** pre-filing claim in the amount of \$●

As you know, the Collision Kings Group filed for and were granted creditor protection under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA"), pursuant to an order (the "**Initial Order**") of the Court of the King's Bench of Alberta (the "**Court**") (the "**CCAA Proceedings**"). Pursuant to the Initial Order, the Court appointed FTI Consulting Canada Inc. as monitor of the Collision Kings Group to, among other things, oversee the CCAA Proceedings (in such capacity and not in its personal or corporate capacity, the "**Monitor**"). On February 14, 2024, the Court granted and Amended and Restated Initial Order. On December 20, 2024, the Court granted a Second Amended and Restated Initial Order (the "**SARIO**"), which among other things, provided the Monitor with enhanced powers. A copy of the SARIO and other information relating to the CCAA Proceedings has been posted to <https://cfcanada.fticonsulting.com/collisionkings/> (the "**Monitor's Website**").

The purpose of this Statement of Negative Notice Claim is to inform you about your claim in the claims process approved by the Court on April 29, 2025, (the "**Claims Process**"). The Claims Process governs the process for the identification and quantification of certain claims against the 100 Manitoba and Bunzy's in the CCAA Proceedings. All terms used but not defined in this Statement of Negative Notice Claim shall have the meanings ascribed thereto in the Claims Procedure Order of the Court dated April 29, 2025 (the "**Claims Procedure Order**"). In the event of any inconsistency between the terms of this Statement of Negative Notice Claim and the terms of the Claims Procedure Order, the terms of the Claims Procedure Order will govern.

**Claims Process**

Under the Claims Procedure Order, the Monitor is required to send a notice to each Negative Notice Claimant outlining the quantum of their Negative Notice Claim that 100 Manitoba or

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<sup>1</sup> The "**Collision Kings Group**" include Collision Kings Group Inc. ("**CKGI**"), CMD Holdings Inc. ("**CMD Holdings**"), East Lake Collision Ltd. ("**East Lake**"), Mayland Heights Collision Ltd. ("**Mayland Heights**"), Sunridge Collision Ltd. ("**Sunridge**"), Arrow Auto Body Ltd. ("**Arrow**"), CMD Glass Ltd. ("**CMD Glass**"), Royal Vista Collision Ltd. ("**Royal Vista**"), Stathko Investments Ltd. ("**Stathko Investments**"), 2199931 Alberta Ltd. ("**219 Alberta**"), Collision Kings 3 Ltd. ("**CK3L**"), Nick's Repair Service Ltd. ("**Nick's Repair**"), 10026923 Manitoba Ltd. ("**100 Manitoba**") and Bunzy's Auto Body Ltd. ("**Bunzy's**").

Bunzy's in consultation with the Monitor, are prepared to allow in the Claims Process ("**Statement of Negative Notice Claim**").

This Statement of Negative Notice Claim contains the full amount and characterization of your Negative Notice Claim against the applicable entity that the Collision Kings Group, in consultation with the Monitor, will allow as an accepted Claim in the Claims Process, which Negative Notice Claim has been valued based on the books and records of the Collision Kings Group.

Your total Claim has been assessed by the Collision Kings Group, in consultation with the Monitor, as follows:

**CLAIMS REFERENCE #:●**

**Your Negative Notice Claim has been assessed as a [unsecured] pre-filing claim in the amount of \$● against [100 Manitoba/ Bunzy's]. Details of your claim, including any security granted in respect thereof, are set out in the attached schedule.**

**If you agree with the Collision Kings Group's assessment of your Claim, you need not take any further action.**

**IF YOU WISH TO DISPUTE THE ASSESSMENT OF YOUR CLAIM, YOU MUST TAKE THE STEPS OUTLINED BELOW.**

**Disagreement with Assessment:**

If you disagree with the assessment of your Negative Notice Claim set out in this Statement of Negative Notice Claim, you must complete and return to the Monitor a completed Notice of Dispute of Negative Notice Claim asserting a Claim in a different amount or characterization supported by appropriate documentation. A blank Notice of Dispute of Negative Notice Claim form is enclosed. The Notice of Dispute of Negative Notice Claim with supporting documentation disputing the within assessment of your Claim **must be received by the Monitor no later than 5:00 p.m. (Calgary time) on June 16, 2025 (the "Claims Bar Date")**.

If no such Notice of Dispute of Negative Notice Claim is received by the Monitor by the applicable Bar Date, the amount and characterization of your Claim will be, subject to further order of the Court, conclusively deemed to be as shown in this Statement of Negative Notice Claim.

The Notice of Dispute of Negative Notice Claim may be completed and submitted via email to the Monitor at [collision.kings@fticonsulting.com](mailto:collision.kings@fticonsulting.com). If not submitted via email, Notices of Dispute of Claim must be delivered to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email at one of the applicable addresses below:



FTI Consulting Canada Inc.,  
Monitor of Collision Kings Group  
Suite 1610, 520 – 5<sup>th</sup> Ave SW  
Calgary, AB, T2P 3R7

Attention: Claims Process  
Email: [collision.kings@fticonsulting.com](mailto:collision.kings@fticonsulting.com)  
Fax: 403-232-6116

Notices shall be deemed to be received by the Monitor: (i) if submitted via email Monitor's email address, at the time such document is submitted, or (ii) upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

**Important Deadlines:**

If you do not file a Notice of Dispute of Negative Notice Claim by the Claims Bar Date, you will have no further right to dispute your Claim, which shall be allowed in the amount and characterization set out herein, and you will be barred from filing any such dispute in the future.

This Statement of Negative Notice Claim does not affect any Claim other than the Negative Notice Claim referred to herein. This Statement of Negative Notice Claim should include all Claims (as defined in the Claims Procedure Order) that you may have in accordance with the books and records of the 100 Manitoba or Bunzy's, unless expressly stated otherwise. If you believe this Statement of Negative Notice Claim does not contain the entirety of your Negative Notice Claim, you must include your whole Claim in the Notice of Dispute of Negative Notice Claim.

If you believe you may have any Claims against any either 100 Manitoba or Bunzy's that are not captured in whole or in part by this Statement of Negative Notice Claim, then you must submit a Proof of Claim in respect of such Claims by the applicable Bar Date. Copies of the Proof of Claim forms may be found on the Monitor's Website. **Claims against the 100 Manitoba or Bunzy's (that are not Negative Notice Claims) which are not received by the Claims Bar Date, will be barred and extinguished forever.**

**More Information:**

If you have questions regarding the foregoing, you may contact the Monitor at 1-403-454-6035 or [collision.kings@fticonsulting.com](mailto:collision.kings@fticonsulting.com).

Yours truly,

**Dustin Olver**  
**Senior Managing Director**  
**FTI Consulting Canada Inc.**  
**in its capacity as Monitor of**  
**the Collision Kings Group**

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**NOTICE OF DISPUTE OF NEGATIVE NOTICE CLAIM****For Negative Notice Claims against 100 Manitoba or Bunzy's**

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Capitalized terms used but not defined in this Notice of Dispute of Negative Notice Claim shall have the meanings ascribed to them in the Order of the Court of King's Bench of Alberta in the CCAA proceedings of the Collision Kings Group dated April 29, 2025 (the "**Claims Procedure Order**"). You can obtain a copy of the Claims Procedure Order on the Monitor's website at <https://cfcanada.fticonsulting.com/collisionkings/>

**1. Particulars of Claimant:**

Claims Reference Number: \_\_\_\_\_

Full Legal Name of Claimant (include trade name, if applicable)

\_\_\_\_\_

(the "**Claimant**")

Full Mailing Address of the Claimant:

\_\_\_\_\_

\_\_\_\_\_

Other Contact Information of the Claimant:

Telephone Number:

Email Address:

Facsimile Number:

Attention (Contact Person):

**2. Particulars of original Negative Notice Claimant from whom you acquired the Claim (if applicable):**

Have you acquired this Claim from a Negative Notice Claimant by assignment?

Yes: ☐No: ☐

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Negative Notice Claimant: \_\_\_\_\_

### 3. **Dispute of Negative Notice Claim:**

The Claimant hereby disagrees with the value of its Negative Notice Claim as set out in the Statement of Negative Notice Claim and asserts a Claim as follows:

<b>Applicable Debtor(s)</b>	<b>Characterization of Claim (Secured/ Unsecured)</b>	<b>Amount Allowed per Statement of Negative Notice Claim:</b>	<b>Amount claimed by Claimant:</b>
Total Claim		\$	\$

*(Insert particulars of your Claim as per the Statement of Negative Notice Claim, and the value of your Claim(s) as asserted by you)*

### 4. **Reasons for Dispute:**

Please describe the reasons and basis for your dispute of the amount or characterization of your Claim as set out in your Statement of Negative Notice Claim. You may attach a separate schedule if more space is required. Provide all applicable documentation supporting your dispute, including any calculation of the amount, description of transaction(s) or agreement(s), date and number of all invoices, particulars of all credits, discounts, etc. claimed, as well as a description of the security, if any, granted by either 100 Manitoba or Bunzy's to the Claimant and estimated value of such security. The particulars provided must support the value of the Claim as stated by you in item 3, above.

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## 5. Certification

I hereby certify that:

1. I am the Claimant or an authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant submits this Notice of Dispute of Negative Notice Claim in respect of the Claim referenced above.
4. All available documentation in support of the Claimant's dispute is attached.

All information submitted in this Notice of Dispute of Negative Notice Claim must be true, accurate and complete. Filing false information relating to your Claim may result in your Claim being disallowed in whole or in part and may result in further penalties.

<p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Witness:</p> <p>_____</p> <p style="text-align: center;">(signature)</p> <p>_____</p> <p style="text-align: center;">(print)</p>
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Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**This Notice of Dispute of Negative Notice Claim MUST be received by the Monitor **no later than 5:00 p.m. (Calgary time) on June 16, 2025 (the "Claims Bar Date").****

The Notice of Dispute of Negative Notice Claim may be completed and submitted via email to the Monitor at [collision.kings@fticonsulting.com](mailto:collision.kings@fticonsulting.com). If not submitted via email, Notices of Dispute of Claim must be delivered to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email at one of the applicable addresses below:

FTI Consulting Canada Inc.,  
Monitor of Collision Kings Group  
Suite 1610, 520 – 5<sup>th</sup> Ave SW  
Calgary, AB, T2P 3R7

Attention: Claims Process  
Email: [collision.kings@fticonsulting.com](mailto:collision.kings@fticonsulting.com)  
Fax: 403-232-6116

Notices shall be deemed to be received by the Monitor: (i) if submitted via email Monitor's email address, at the time such document is submitted, or (ii) upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

**IF A NOTICE OF DISPUTE OF NEGATIVE NOTICE CLAIM IS NOT RECEIVED BY THE MONITOR WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE STATEMENT OF NEGATIVE NOTICE CLAIM WILL BE BINDING ON YOU AND YOU WILL HAVE NO FURTHER RIGHT TO DISPUTE SUCH CLAIM.**

**SCHEDULE "B"**  
**PROOF OF CLAIM**

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**PROOF OF CLAIM FORM****For Claims against 100 Manitoba or Bunzy's**

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**Note: Claimants are strongly encouraged to complete and submit their Proof of Claim via email to the Monitor's email address [collision.kings@fticonsulting.com](mailto:collision.kings@fticonsulting.com)**

**1. Name of entity (the "Debtor(s)") the Claim is being made against (IE 100 Manitoba or Bunzy's):**

Debtor(s): \_\_\_\_\_

**2A. Original Claimant (the "Claimant")**

Legal Name of  
Claimant: \_\_\_\_\_

Name of  
Contact \_\_\_\_\_

Address \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

City \_\_\_\_\_ Prov  
/State \_\_\_\_\_

Email \_\_\_\_\_

Postal/Zip  
Code \_\_\_\_\_

**2B. Assignee, if claim has been assigned**

Legal Name of  
Assignee: \_\_\_\_\_

Name of  
Contact \_\_\_\_\_

Address \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

City \_\_\_\_\_ Prov  
/State \_\_\_\_\_

Email \_\_\_\_\_

Postal/Zip Code \_\_\_\_\_

### 3. Amount and Type of Claim

The Debtor was and still is indebted to the Claimant as follows:

Debtor Name:	Currency:	Amount of <u>Pre-Filing</u> Claim:	Whether Claim is Secured:	Value of Security Held, if any <sup>1</sup> :
			Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	

### 4. Documentation

Provide all particulars of the Claim and all available supporting documentation, including any calculation of the amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claim assignment/transfer agreement or similar document, if applicable, the amount of invoices, particulars of all credits, discounts, etc. claimed, as well as a description of the security, if any, granted by either 100 Manitoba or Bunzy's to the Claimant and estimated value of such security.

### 5. Certification

I hereby certify that:

1. I am the Claimant or an authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor(s) as set out above.
4. All available documentation in support of this Claim is attached.

All information submitted in this Proof of Claim form must be true, accurate and complete. Filing a false Proof of Claim may result in your Claim being disallowed in whole or in part and may result in further penalties.

Signature: _____  Name: _____  Title: _____	Witness:  _____ (signature)  _____ (print)
Dated at _____ this _____ day of _____, 2025.	

<sup>1</sup> If the Claim is secured, on a separate schedule provide full particulars of the security, including the date on which the security was given, the value which you ascribe to the assets charged by your security and the basis for such valuation and attach a copy of the security documents evidencing the security.

## **6. Filing of Claim and Applicable Deadlines**

For Pre-Filing Claims (excluding Negative Notice Claims that are Pre-Filing Claims), this Proof of Claim must be returned to and received by the Monitor by 5:00 p.m. (Calgary Time) on June 16, 2025 (the “**Claims Bar Date**”).

In each case, Claimants are strongly encouraged to complete and submit their Proof of Claim via email to the Monitor’s email address [collision.kings@fticonsulting.com](mailto:collision.kings@fticonsulting.com). If not submitted via email, Proofs of Claim must be delivered to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email at one of the applicable addresses below:

FTI Consulting Canada Inc.,  
Monitor of Collision Kings Group  
Suite 1610, 520 – 5<sup>th</sup> Ave SW  
Calgary, AB, T2P 3R7

Attention: Claims Process  
Email: [collision.kings@fticonsulting.com](mailto:collision.kings@fticonsulting.com)  
Fax: 403-232-6116

Notices shall be deemed to be received by the Monitor: (i) if submitted via email Monitor’s email address, at the time such document is submitted, or (ii) upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

**Failure to file your Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m. on the Claims Bar Date WILL result in your Claims (except for any Claim outlined in any Statement of Negative Notice Claim that may have been addressed to you) being forever barred and you will be prevented from making or enforcing such Claims against the 100 Manitoba or Bunzy’s, as applicable. In addition, unless you have separately received a Statement of Negative Notice Claim from the Monitor in respect of any other Claim, you shall not be entitled to further notice of and shall not be entitled to participate as a creditor in the Claims Process for 100 Manitoba or Bunzy’s in the Collision Kings Group CCAA proceedings with respect to any such Claims.**



**SCHEDULE "C"**  
**NORD**

## NOTICE OF REVISION OR DISALLOWANCE

**For Persons who have asserted Claims against 100 Manitoba or Bunzy's**

TO: **[INSERT NAME AND ADDRESS OF CLAIMANT]** (the “**Claimant**”)

RE: Claim Reference Number: \_\_\_\_\_

Capitalized terms used but not defined in this Notice of Revision or Disallowance shall have the meanings ascribed to them in the Order of the Court of King’s Bench of Alberta in the CCAA proceedings of the Collision Kings Group dated April 29, 2025 (the “**Claims Procedure Order**”). You can obtain a copy of the Claims Procedure Order on the Monitor’s website at <https://cfcanada.fticonsulting.com/collisionkings/>

Pursuant to the Claims Procedure Order, the Monitor hereby gives you notice that the Monitor, has reviewed your Proof of Claim or Notice of Dispute of Negative Notice Claim and has revised or disallowed all or part of your purported Claim set out therein. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be as follows:

Applicable Debtor(s)	Amount as submitted	Amount allowed by the Monitor	
		Amount allowed as secured:	Amount allowed as unsecured:
	\$	\$	\$
	\$	\$	\$
<b>Total Claim</b>	\$	\$	\$

**Reasons for Revision or Disallowance:**

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## SERVICE OF DISPUTE NOTICES

**If you intend to dispute this Notice of Revision or Disallowance**, you must, by no later than 5:00 p.m. (Calgary time) on the day that is **fifteen (15) days after this Notice of Revision or Disallowance is deemed to have been received by you** (IE. if sent via email by the Monitor, at

the time such document is submitted, or (ii) upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day), to deliver a Notice of Dispute of Revision or Disallowance to the Monitor (by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email) at the address listed below.

**In addition, the disputing Creditor must file an application with the Court supported by an affidavit setting out the basis for the dispute and must send the application and affidavit to the Monitor immediately upon filing. The application and affidavit must be filed by the disputing Creditor within fifteen (15) days after sending the Notice of Dispute of Revision or Disallowance to the Monitor and the application must be scheduled to be heard no later than August 29, 2025.**

If you do not dispute this Notice of Revision or Disallowance in the prescribed manner and within the aforesaid time period, your Claim shall be deemed to be as set out herein.

**If you agree with this Notice of Revision or Disallowance**, there is no need to file anything further with the Monitor.

The address of the Monitor is set out below:

FTI Consulting Canada Inc.,  
Monitor of Collision Kings Group  
Suite 1610, 520 – 5<sup>th</sup> Ave SW  
Calgary, AB, T2P 3R7

Attention: Claims Process  
Email: [collision.kings@fticonsulting.com](mailto:collision.kings@fticonsulting.com)  
Fax: 403-232-6116

Notices shall be deemed to be received by the Monitor: (i) if submitted via email Monitor's email address, at the time such document is submitted, or (ii) upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

The form of Notice of Dispute of Revision or Disallowance is enclosed and can also be accessed on the Monitor's website at <https://cfcanada.fticonsulting.com/collisionkings/>

**IF YOU FAIL TO FILE A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.**

**DATED** this ● day of ●, 2025.

**FTI CONSULTING CANADA INC.**, solely in its  
capacity as Court-appointed Monitor of the Collision Kings Group,  
and not in its personal or corporate capacity

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

**SCHEDULE "D"**  
**NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE**

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**NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE****With respect to Claims against 100 Manitoba or Bunzy's**

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Capitalized terms used but not defined in this Notice of Revision or Disallowance shall have the meanings ascribed to them in the Order of the Court of King's Bench of Alberta in the CCAA proceedings of the Collision Kings Group dated April 29, 2025 (the "**Claims Procedure Order**"). You can obtain a copy of the Claims Procedure Order on the Monitor's website at <https://cfcanafticonsulting.com/collisionkings/>

**1. Particulars of Claimant:**

Claims Reference Number: \_\_\_\_\_

Full Legal Name of Claimant (include trade name, if different)

\_\_\_\_\_  
(the "**Claimant**")

Full Mailing Address of the Claimant:

\_\_\_\_\_  
\_\_\_\_\_

Other Contact Information of the Claimant:

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Attention (Contact Person): \_\_\_\_\_

**2. Particulars of original Claimant from whom you acquired the Claim:**

Have you acquired this Claim by assignment?

Yes: ☐No: ☐

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Claimant(s): \_\_\_\_\_

### 3. Dispute of Revision or Disallowance of Claim:

The Claimant hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance dated \_\_\_\_\_, and asserts a Claim as follows:

Applicable Debtor(s)	Amount allowed by the Monitor		Amount claimed by Claimant	
	Amount allowed as secured:	Amount allowed as unsecured:	Secured:	Unsecured:
	\$	\$	\$	\$
	\$	\$	\$	\$
<b>Total Claim</b>	\$	\$	\$	\$

*(Insert particulars of your Claim per the Notice of Revision or Disallowance, and the value of your Claim as asserted by you).*

### 4. Reasons for Dispute:

Provide full particulars of why you dispute the Monitor's revision or disallowance of your Claim as set out in the Notice of Revision or Disallowance, and provide all supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed, as well as a description of the security, if any, granted by either 100 Manitoba or Bunzy's to the Claimant and estimated value of such security. The particulars provided must support the value of the Claim as stated by you in item 3, above.

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## 5. Certification

I hereby certify that:

1. I am the Claimant or an authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant submits this Notice of Dispute of Revision or Disallowance in respect of the Claim referenced above.
4. All available documentation in support of the Claimant's dispute is attached.

All information submitted in this Notice of Dispute of Revision or Disallowance must be true, accurate and complete. Filing false information relating to your Claim may result in your Claim being disallowed in whole or in part and may result in further penalties.

<p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Witness:</p> <p>_____</p> <p>(signature)</p> <p>_____</p> <p>(print)</p>
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Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**This Notice of Dispute of Revision or Disallowance MUST be submitted to the Monitor at the below address by no later than 5:00 p.m. (Calgary time) on the day that is fifteen (15) days after the Notice of Revision or Disallowance is deemed to have been received by you** (IE. if sent via email by the Monitor, at the time such document is submitted, or (ii) upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day).

Delivery to the Monitor may be made by ordinary prepaid mail, registered mail, courier, personal delivery, facsimile transmission or email to the address below.

FTI Consulting Canada Inc.,  
Monitor of Collision Kings Group  
Suite 1610, 520 – 5<sup>th</sup> Ave SW  
Calgary, AB, T2P 3R7

Attention: Claims Process  
Email: [collision.kings@fticonsulting.com](mailto:collision.kings@fticonsulting.com)  
Fax: 403-232-6116

Notices shall be deemed to be received by the Monitor: (i) if submitted via email Monitor's email address, at the time such document is submitted, or (ii) upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

**IF YOU FAIL TO FILE A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE WITHIN THE PRESCRIBED TIME PERIOD, YOUR CLAIM AS SET OUT IN THE NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.**

Schedule C

COURT FILE NUMBER	2401-01778	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	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	<b>STAY EXTENSION ORDER</b>	
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  E: <a href="mailto:dmarechal@cassels.com">dmarechal@cassels.com</a> P: 403 351 2920  <b>Attention: Danielle Marechal</b>  File no. 055118-00004	

<b>DATE ON WHICH ORDER WAS PRONOUNCED:</b>	<b>April 29, 2025</b>
<b>LOCATION OF HEARING OR TRIAL</b>	<b>Calgary, AB</b>
<b>NAME OF JUSTICE WHO MADE THIS ORDER</b>	<b>Justice R.W. Armstrong</b>

**UPON THE APPLICATION** of FTI Consulting Canada Inc., 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**”) pursuant to the *Companies Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”) for, an order approving the Negative Claims Process (defined herein); **AND UPON** having read the Application of the Monitor filed April [22], 2025, the Affidavit of Shane Daerden sworn January 30, 2024 (the “**Daerden**



**Affidavit**”), the Confidential Affidavit of Shane Daerden, sworn on January 30, 2024 (the “**Confidential Affidavit**”), 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 and the affidavit of services of [●] sworn April [●], 2025; **AND UPON** reviewing 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, the Stay Extension Order granted by Justice Gill on March 27, 2024, the Stay Extension Order granted by Justice Romaine on July 25, 2024, the Stay Extension Order granted by Justice Armstrong on October 17, 2024, the Stay Extension, Fee Approval and Retention Incentive Plan Payment Order granted by Justice Jeffrey on December 16, 2024, the Second Amended and Restated Initial Order granted by Justice Jeffrey on December 20, 2024 (the “**SARIO**”) and the Stay Extension, Allocation and Distribution Order granted by Justice Jeffrey on December 20, 2024; **AND UPON** hearing counsel for the Monitor and counsel for any other interested parties; **AND UPON** being satisfied that it is appropriate to do so;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and time for service of this application is abridged to that actually given.
2. Any capitalized term used and not defined herein shall have the meaning ascribed thereto in the SARIO.
3. The Stay Period approved by Justice Jeffrey at paragraph 13 of the SARIO, is hereby extended up to and including 11:59 p.m. MST on September 30, 2025.
4. The activities, conduct and actions of the Monitor as set out in the Sixth Report are hereby approved.
5. 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; and

(b) posting a copy of this Order on the Monitor's website at:

<http://cfcanda.fticonsulting.com/collisionkings/>

and service on any other person is hereby dispensed with.

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

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Justice of the Court of King's Bench of Alberta