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

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



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

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

**VESTING ORDER  
(Royal Vista Transaction)**

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

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

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DATE ON WHICH ORDER WAS PRONOUNCED: MARCH 27, 2024  
LOCATION WHERE ORDER WAS PRONOUNCED: EDMONTON, ALBERTA  
NAME OF JUSTICE WHO MADE THIS ORDER: JUSTICE J.J. GILL

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**UPON THE APPLICATION** by Collision Kings Group Inc., CMD Holdings Inc., East Lake Collision Ltd., Mayland Heights Collision Ltd., Sunridge Collision Ltd., 2199931 Alberta Ltd., Collision Kings 3 Ltd., Arrow Auto Body Ltd., CMD Glass Ltd., Royal Vista Collision Ltd., Stathko Investments Ltd., Nick’s Repair Service Ltd., 10026923 Manitoba Ltd. and Bunzy’s Auto Body Ltd. (collectively the “**Applicants**”) respecting the sale transaction (the “**Transaction**”) contemplated by the Asset Purchase and Sale Agreement (the “**Sale Agreement**”) between Royal Vista Collision Ltd. and CMD Holdings Inc., as Vendors (in such capacity, the “**Vendors**”) and 5807698 Manitoba Ltd., or its nominee (collectively, the “**Purchaser**”) dated March 26, 2024 and appended to the Supplement to the Second Report of the Monitor, FTI Consulting Canada Inc. (the “**Monitor**”), dated March 26, 2024 (the “**Supplemental Report**”), for an order (this “**Order**”) vesting in the Purchaser the Vendors’ right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”);

**AND UPON HAVING READ** the Application, the Initial Order (the “**Initial Order**”) granted by Justice Neilson in the within proceedings on February 7, 2024, the Amended and Restated Initial Order (the “**ARIO**”) granted by Justice Lema in the within proceedings on February 14, 2024, the Affidavit of Shane Daerden, sworn January 30, 2024, the Confidential Affidavit of Shane Daerden sworn January 30, 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 21, 2024, the Supplemental Report and the Affidavit of Service of Regie Agcaoili, sworn March 26, 2024; **AND UPON HEARING** the submissions of counsel for the Applicants, the Monitor, the Purchaser and any other interested person present;

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

**SERVICE**

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

**APPROVAL OF TRANSACTION**

2. The Transaction satisfies the criteria under paragraph 10(a) of the ARIO, such that the Vendors have the right to dispose of the Purchased Assets without any further authorization by this Court. The Vendors and the Monitor are hereby authorized and

directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser.

### VESTING OF PROPERTY

3. Upon delivery of the Monitor's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "**Monitor's Closing Certificate**") all of the Vendors' right, title and interest in and to the Purchased Assets **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

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

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

4. Upon delivery of the Monitor's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing, the Registrars of the Alberta, Manitoba and Saskatchewan Personal Property Registries (the "**PPR Registrars**") shall each and is hereby directed to forthwith cancel and discharge any registrations at the respective Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Vendors in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Vendors of the Sale Agreement.
7. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they

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

8. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Vendors.
9. Upon completion of the Transaction, the Vendors and all persons who claim by, through or under the Vendors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.
10. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Vendors, or any person claiming by, through or against the Vendors.
11. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Vendors.
12. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser.

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

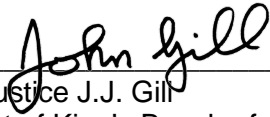
### MISCELLANEOUS MATTERS

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

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

15. The Monitor, the Applicants, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Applicants and the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants and the Monitor and its agents in carrying out the terms of this Order.
17. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) the Purchaser or the Purchaser's solicitors; and
  - (b) Posting a copy of this Order on the Monitor's website at:  
<http://cfcanada.fticonsulting.com/collisionkings>
- and service on any other person is hereby dispensed with.
18. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

  
\_\_\_\_\_  
The Honourable Justice J.J. Gill  
Justice of the Court of King's Bench of Alberta

**Schedule "A"****Form of Monitor's Closing Certificate**

COURT FILE NUMBER 2401-01778

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

Clerk's stamp

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

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

APPLICANTS

COLLISION KINGS GROUP INC., CMD  
 HOLDINGS INC., EAST LAKE COLLISION LTD.,  
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 LTD., NICK'S REPAIR SERVICE LTD., 10026923  
 MANITOBA LTD. and BUNZY'S AUTO BODY LTD.

DOCUMENT

**MONITOR'S CLOSING CERTIFICATE**  
**(Royal Vista Collision Ltd. Transaction)**

ADDRESS FOR SERVICE  
 AND CONTACT  
 INFORMATION OF  
 PARTY FILING THIS  
 DOCUMENT

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



## RECITALS

- A. Pursuant to an Order of the Honourable Justice Neilson of the Court of King's Bench of Alberta (the "**Court**") dated February 7, 2024, as amended and restated by the Order of the Honourable Justice Lema dated February 14, 2024, FTI Consulting Canada Inc. was appointed as the Monitor (the "**Monitor**") in the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 proceedings 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 "**Applicants**").
- B. Pursuant to an Order of the Court dated March 27, 2024, the Court directed that pursuant to the asset purchase agreement dated March 26, 2024 (the "**Sale Agreement**") between Royal Vista Collision Ltd. and CMD Holdings Inc., as Vendors (in such capacity, the "**Vendors**") and 5807698 Manitoba Ltd. or its nominee (collectively, the "**Purchaser**") all right, title and interest in and to the Purchased Assets of the Vendors shall vest absolutely in the Purchaser, which vesting and assignment is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price (as defined in the Sale Agreement) for the Purchased Assets; (ii) that the conditions to closing as set out in paragraphs 3 and 4 of the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

### **THE MONITOR CERTIFIES** the following:

1. The Purchaser has paid, and the Monitor has received, the Purchase Price for the Purchased Assets payable on the Effective Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in paragraphs 3 and 4 of the Sale Agreement have been satisfied or waived by the Monitor and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.

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

**FTI Consulting Canada Inc.**, in its capacity as Monitor of the undertakings, property and assets of the Applicants, and not in its personal or corporate capacity.

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

Name:

Title:

**Schedule "B"**  
**Purchased Assets**

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

"Purchased Assets" also include all property and assets not listed and owned by Royal Vista Collision Ltd. including, without limitation, those located at 35 Royal Vista Dr, Calgary Alberta, including all signage and computer equipment.

**Schedule "C"  
Encumbrances**

Nil.

**Schedule "D"**  
**Permitted Encumbrances**

Nil.