SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
NO: 500-11-068040-266
DATE: November 19, 2026

PRESIDING: THE HONOURABLE ELENI YIANNAKIS, J.S.C.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C., 1985, C. C-36, OF:

ROYAL BANK OF CANADA

BANK OF MONTREAL

Applicants/Secured Creditors

-and-

SIMPLI-CITÉ GESTION DE FLOTTES INC. / SIMPLI-CITY FLEET MANAGEMENT INC.

Debtor

-and-

FTI CONSULTING CANADA INC.

Monitor

INITIAL ORDER

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[1] **ON READING** the *Application for the Issuance of an Initial Order, an Amended and Restated Initial Order and Ancillary Relief* dated November 17, 2026 (the "**Application**") of Royal Bank of Canada ("**RBC**") and Bank of Montreal ("**BMO**" and, together with RBC, the "**Applicants**") filed with regard to Simpli-Cité Gestion de Flottes Inc. / Simpli-City Fleet Management Inc. (the "**Debtor**"), the sworn statement and the exhibits filed in support thereof and the pre-filing report filed by FTI Consulting Canada Inc. in its capacity as proposed monitor pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**") (**Exhibit R-4**, the "**Pre-Filing Report**");

[2] **CONSIDERING** the notification of the Application;

[3] **CONSIDERING** the Interim Order granted by this Court on November 18, 2026;

[4] **CONSIDERING** the submissions of the attorneys present at the hearing on the Application which took place today and the testimony of the witnesses heard;

[5] **CONSIDERING** that the Court was advised that the Debtor contests certain of the allegations set out in the Application and referenced in the Pre-Filing Report and that the non-opposition of the Debtor to the rendering of this Order submitted by the parties should not be construed as an admission or acceptance by the Debtor of any of the allegations set out in the Application or referenced in the Pre-Filing Report;

[6] **CONSIDERING** the provisions of the CCAA;

THE COURT HEREBY:

[7] **GRANTS** the Application on the following conditions.

[8] **ISSUES** this order pursuant to the CCAA (this "**Order**"), divided under the following headings:

I. Service
II. Effective Time
III. Application of the CCAA
IV. Plan of Arrangement
V. Stay of Proceedings Against the Debtor and the Property
VI. Stay of Proceedings against the Directors and Officers
VII. Unaffected Creditors
VIII. Possession of Property and Operations
IX. No Exercise of Rights or Remedies
X. No Interference with Rights
XI. Continuation of Services
XII. Non-Derogation of Rights
XIII. Interim Financing
XIV. Directors' and Officers' Indemnification and Charge
XV. Restructuring
XVI. Powers of the Monitor
XVII. Priorities and General Provisions Relating to CCAA Charges
XVIII. Comeback Hearing
XIX. General

I. SERVICE

[9] **ORDERS** that any prior delay for the presentation of the Application is hereby abridged and validated so that the Application is properly returnable today and hereby dispenses with further service thereof.

[10] **DECLARES** that sufficient prior notice of the presentation of the Application has been given by the Applicants to interested parties, including the secured creditors which are likely to be affected by the charges created herein.

II. EFFECTIVE TIME

[11] **DECLARES** that this Order and all its provisions are effective as of 12:01 a.m. Montréal time, province of Québec, as of November 18, 2026 (the "**Effective Time**") and that any reference to this time in this Order refers to Montréal time.

III. APPLICATION OF THE CCAA

[12] **DECLARES** that the Debtor is a debtor company to which the CCAA applies and shall enjoy the benefits of the protection and authorizations provided by this Order, as well as any other order which may be rendered by this Court in the context of the CCAA (the "**CCAA Proceedings**").

IV. PLAN OF ARRANGEMENT

[13] **DECLARES** that the Monitor (as defined herein), on behalf of the Debtor, with the prior consent of the Applicants, has the authority to file with this Court and to submit to the Debtor's creditors, or to some creditors, one or more plans of compromise or arrangement (each, a "**Plan**") in accordance with the CCAA.

V. STAY OF PROCEEDINGS AGAINST THE DEBTOR AND THE PROPERTY

[14] **ORDERS** that, until and including November 27, 2026, or such later date as the Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against or in respect of the Debtor, or affecting the Debtor's business operations and activities (the "**Business**") or any of the Property (as defined herein below), including as provided in paragraph [24] herein, except with leave of this Court. All Proceedings currently under way against or in respect of the Debtor or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court, the whole subject to Section 11.1 of the CCAA.

[15] **ORDERS** that the rights of His Majesty in right of Canada and His Majesty in right of a Province are suspended in accordance with the terms and conditions of Section 11.09 of the CCAA.

[16] **ORDERS** that during the Stay Period, the right of a third party to require the Debtor to make a payment under an agreement entered into before the Effective Time, and the rights and remedies arising from a failure by the

Debtor to make a payment, are hereby suspended, except with the permission of this Court.

VI. STAY OF PROCEEDINGS AGAINST THE DIRECTORS AND OFFICERS

[17] **ORDERS** that during the Stay Period and except as permitted under subsection 11.03(2) of the CCAA, no Proceeding may be commenced, or continued against any former, present or future director or officer of the Debtor nor against any person deemed to be a director or officer of the Debtor under subsection 11.03(3) CCAA (each a "**Director**", and collectively, the "**Directors**") in respect of any claim against such Director which arose prior to the Effective Time and which relates to any obligation of the Debtor where it is alleged that any of the Directors is under any law liable in such capacity for the payment of such obligation.

VII. UNAFFECTED CREDITORS

[18] **ORDERS** that, notwithstanding any other provision of this Order, the Applicants' claims and rights against the Debtor under any loan agreement or other agreement entered into with the Debtor shall not be affected, compromised, or subject to arrangement under the terms of a Plan or these proceedings, and that the Applicants shall be treated as unaffected creditors in the CCAA Proceedings, this Order, any subsequent order made in the CCAA Proceedings, and any Plan. The Applicants are not subject to the stay of proceedings, including the Stay Period and any renewal or extension thereof, or any other limitations of creditors' rights or recourses under this Order. Nothing in this Order shall prevent the Applicants, or either of them, from enforcing their security against the Property, as the case may be, in conformity with their respective contractual rights, subject only to the Applicants, or either of them, providing five (5) days advance notice to all parties on the Service List of their intention to do so.

VIII. POSSESSION OF PROPERTY AND OPERATIONS

[19] **ORDERS**, subject to the rights and powers granted to the Monitor under this Order, that the Debtor shall remain in possession and control of its present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof and all bank accounts (collectively the "**Property**"), the whole in accordance with the terms and conditions of this Order.

[20] **ORDERS** that the Debtor and the Monitor shall have the right to continue to use the central cash management system currently in place or to replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any bank, present or future, providing the Cash Management System (i) shall not be required to verify the validity, legality or legitimacy of any transfer, payment or collection or

any other action effected or taken in connection with the Cash Management System or the use or application by the Debtor or the Monitor of any funds transferred, paid or collected or otherwise processed through the Cash Management System; (ii) shall have the right to provide the Cash Management System without any liability to any Person (as defined below) other than the Debtor under the terms of the documentation applicable to the Cash Management System; and (iii) shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the CCAA Proceedings and any Plan with respect to any claim or charge that it may incur or become liable for in connection with the provision of the Cash Management System as of the date of this Order.

[21] **ORDERS** that the Monitor, for and on behalf of the Debtor and without any liability in relation thereto, shall be entitled but not required to pay the following expenses, whether incurred before or after this Order:

(a) all unpaid and future wages, bonuses, expenses, benefits, and vacation pay payable as of the date of this Order, in each case incurred in the normal course of business and in accordance with existing compensation policies and arrangements; and

(b) the fees and disbursements of any agent, professional, consultant or advisor engaged or employed by the Debtor or the Applicants in connection with these proceedings, at their usual rates and expenses.

[22] **ORDERS** that the Monitor, for and on behalf of the Debtor and without liability in relation thereto, shall be authorized but not obligated to remit or pay the following expenses, in accordance with legal requirements:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Québec Pension Plan or any other similar provincial pension plan, and (iv) income taxes;

(b) all goods and services, harmonized sales or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Debtor and in connection with the sale of goods and services by the Debtor, but only where such Sales Taxes are accrued or collected after the date of this Order; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any other political subdivision or other taxing authority in respect of municipal property taxes, municipal business

taxes or other taxes or contributions of any kind arising out of or relating to the operation of the Business by the Debtor.

[23] **ORDERS** that the Monitor, for and on behalf of the Debtor and without liability in relation thereto, shall be entitled, but not required to pay all reasonable expenses incurred by the Debtor in the operation of the Business, in the ordinary course of business, after the date of this Order, and in carrying out the provisions of this Order, which expenses may include, but are not limited to:

(a) all charges and capital expenditures reasonably necessary to preserve the Property or the Business including, without limitation, payments for insurance; and

(b) payment for products or services rendered to the Debtor after the date of this Order or payments to obtain the delivery of products or the rendering of services covered by a contract entered into prior to the date of this Order.

IX. NO EXERCISE OF RIGHTS OR REMEDIES

[24] **ORDERS** that during the Stay Period, and subject to, *inter alia*, Section 11.1 of the CCAA, all rights and remedies, of any individual, natural person, firm, corporation, partnership, limited liability company, trust, joint venture, association, organization, governmental body or agency, landlord or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**"), against or in respect of the Debtor, or affecting the Business, the Property or any part thereof, including any contractual right of any third party to modify any of the Debtor's existing rights as a result of any event of default or of non-performance by the Debtor under any agreement (including any bond, surety, indemnity or other comparable agreement), including by reason of the insolvency of the Debtor, the commencement of the CCAA Proceedings and/or any admissions or evidence filed by the Debtor in the CCAA Proceedings, are hereby stayed and suspended except with leave of this Court.

[25] **DECLARES** that, to the extent any rights, obligations, or prescription, time or limitation periods, including, without limitation, to file grievances, relating to the Debtor or any of the Property or the Business may expire (other than pursuant to the terms of any contracts, agreements or arrangements of any nature whatsoever), the term of such rights, obligations, or prescription, time or limitation periods shall hereby be deemed to be extended by a period equal to the Stay Period. Without limitation to the foregoing, in the event that the Debtor becomes bankrupt or a receiver as defined in Subsection 243(2) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") is appointed in respect of the Debtor, the period between the date of this Order and the day on which the Stay Period ends shall not be calculated in respect

of the Debtor in determining the 30 day periods referred to in Sections 81.1 and 81.2 of the BIA.

X. NO INTERFERENCE WITH RIGHTS

[26] **ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, fail to renew, alter, interfere with, repudiate, resiliate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Applicants and the Monitor, or with leave of this Court.

[27] **ORDERS** that all rights and remedies of third parties against a shareholder, subsidiary or entity directly or indirectly related to the Debtor, under any provision of a contract, agreement or arrangement (including any shareholder agreement), based on the occurrence of a default caused directly or indirectly by the insolvency of the Debtor, or the initiation of the CCAA Proceedings and the filing of the Application, shall be suspended until the issuance of a subsequent order by this Court.

XI. CONTINUATION OF SERVICES

[28] **ORDERS** that, during the Stay Period and subject to paragraph [29] hereof and Section 11.01 of the CCAA, all Persons having verbal or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, utility or other goods or services made available to the Debtor, are hereby restrained until further order of this Court from discontinuing, failing to renew per the same terms and conditions, altering, interfering with, terminating the supply or, where the case may be, interrupting, delaying or stopping the transit of such goods or services as may be required by the Debtor, and that the Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses, domain names or other services, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Debtor, without having to provide any security deposit or any other security, in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Monitor, or as may be ordered by this Court.

[29] **ORDERS** that, notwithstanding anything else contained herein and subject to Section 11.01 of the CCAA, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided to the Debtor on or after the date of this Order, nor shall any Person be under any obligation on or after the

date of this Order to make further advances of money or otherwise extend any credit to the Debtor.

[30] **ORDERS** that, without limiting the generality of the foregoing and subject to Section 21 of the CCAA, if applicable, cash or cash equivalents placed on deposit by the Debtor with any Person during the Stay Period, whether in an operating account or otherwise for itself or for another entity, shall not be applied by such Person in reduction or repayment of amounts owing to such Person as of the date of the Order or due on or before the expiry of the Stay Period, or in satisfaction of any interest or charges accruing in respect thereof; however, this provision shall not prevent any financial institution from: (i) reimbursing itself for the amount of any cheques drawn by the Debtor and properly honoured by such institution, or (ii) holding the amount of any cheques or other instruments deposited into any of the Debtor's accounts until those cheques or other instruments have been honoured by the financial institution on which they have been drawn.

XII. NON-DEROGATION OF RIGHTS

[31] **ORDERS** that, notwithstanding the foregoing, any Person who provided any kind of letter of credit, guarantee or bond (the "**Issuing Party**") at the request of the Debtor shall be required to continue honouring any and all such letters, guarantees and bonds, issued on or before the Effective Time, provided that all conditions under such letters, guarantees and bonds are met save and except for defaults resulting from this Order; however, the Issuing Party shall be entitled, where applicable, to retain the bills of lading or shipping or other documents relating thereto until paid.

XIII. INTERIM FINANCING

[32] **ORDERS** that the Monitor, for and on behalf of the Debtor and without any liability in relation thereto, is hereby authorized to borrow from, and repay to, the Applicants (in such capacity, collectively, the "**Interim Lenders**" and each an "**Interim Lender**") such amounts from time to time as it may consider necessary or desirable, up to a maximum principal amount of $350,000.00, on the terms and conditions as set forth in the interim financing terms and conditions (**Exhibit R-3** in support of the Application, the "**Interim Financing Term Sheet**") and in the Interim Financing Documents (as defined hereinafter), to fund the ongoing expenditures of the Debtor and to pay such other amounts as are permitted by the terms of this Order and the Interim Financing Documents (the "**Interim Facility**").

[33] **ORDERS** that the Monitor, for and on behalf of the Debtor and without liability in relation thereto, shall be authorized to execute and deliver the Interim Financing Term Sheet together with such credit agreements, security documents and other definitive documents (collectively, the "**Interim Financing Documents**") as may be required by the Interim

Lenders in connection with the Interim Facility and the Interim Financing Term Sheet, and that the Monitor shall be authorized, for and on behalf of the Debtor, to perform all of its obligations under the Interim Financing Documents.

[34] **ORDERS** that the Monitor, for and on behalf of the Debtor and without liability in relation thereto, shall pay to the Interim Lenders, when due, all amounts owing (including principal, interest, fees and expenses, including, without limitation, all reasonable fees and disbursements of counsel and all other reasonably required advisers or agents of the Interim Lenders on a full indemnity basis; the "**Interim Lender Expenses**") under the Interim Financing Documents and shall perform all of the Debtor's other obligations to the Interim Lenders pursuant to the Interim Financing Term Sheet, the Interim Financing Documents and this Order.

[35] **ORDERS** that all of the Property of the Debtor is hereby subject to a charge and security in the amount of $420,000.00 (the "**Interim Financing Charge**") in favour of the Interim Lenders as security for all obligations of the Debtor to the Interim Lenders with respect to all amounts owing (including principal, interest and the Interim Lender Expenses) under or in connection with the Interim Financing Documents. The Interim Financing Charge shall subsist without necessity of any publication, registration, recording, filing or perfection, and shall have the priority established by paragraphs [62] and [63] of this Order.

[36] **ORDERS** that the claims of the Interim Lenders pursuant to the Interim Financing Documents shall not be compromised or arranged pursuant to a Plan or these proceedings and the Interim Lenders, in that capacity, shall be treated as unaffected creditors in these proceedings and in any Plan.

[37] **ORDERS** that the Interim Lenders, or any of them, may:

(a) notwithstanding any other provision of this Order, take such steps from time to time as they may deem necessary or appropriate to register, record or perfect the Interim Financing Charge and the Interim Financing Documents in all jurisdictions where they deem it appropriate; and

(b) notwithstanding the terms of the paragraph to follow, refuse to make any advance to the Monitor, for and on behalf of the Debtor, if it fails to meet the provisions of the Interim Financing Term Sheet and the Interim Financing Documents.

[38] **ORDERS** that the Interim Lenders shall not take any enforcement steps under the Interim Financing Documents or the Interim Financing Charge without providing at least five (5) business days' written notice (the "**Notice Period**") of a default thereunder to the Debtor and the Monitor, and by email

to the other parties on the service list prepared by the Monitor's counsel in connection with these CCAA Proceedings (the "**Service List**"), and to any other creditors whose rights are registered or published at the appropriate registers or who may request a copy of such notice. Upon expiry of such Notice Period, the Interim Lenders shall be entitled to take any and all steps under the Interim Financing Documents and the Interim Financing Charge and otherwise permitted at law, but without having to send any demands under Section 244 of the BIA or under articles 2757 and following of the *Civil Code of Québec*.

[39] **ORDERS** that, subject to further order of this Court, no order shall be made varying, rescinding, or otherwise affecting this Order, unless either (a) notice of a motion for such order is served on the Interim Lenders, the Debtor and the Monitor, and all parties on the Service List by the moving party within seven (7) days after that party was served with this Order or (b) the Interim Lenders apply for or consent to such order.

XIV. DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

[40] **ORDERS** that so long as the Debtor's Directors shall remain available to provide their assistance to the Debtor and to the Monitor in the context of these restructuring proceedings, including to maximize the Applicants' recovery, the Debtor shall indemnify its Directors from all claims relating to any obligations or liabilities they may incur and which have accrued up until the date of their respective resignation, by reason of or in relation to their respective capacities as directors or officers of the Debtor after the Effective Time, except where such obligations or liabilities were incurred as a result of such directors' or officers' gross negligence, wilful misconduct or gross or intentional fault as further detailed in Section 11.51 CCAA.

[41] **ORDERS** that the Directors of the Debtor shall be entitled to the benefit of and are hereby granted a charge and security in the Property to the extent of the aggregate amount of $30,000.00 (the "**Directors' Charge**"), as security for the indemnity provided in paragraph [40] of this Order as it relates to obligations and liabilities that the Directors may incur in such capacity after the Effective Time. The Directors' Charge shall have the priority set out in paragraphs [62] and [63] of this Order.

[42] **ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Directors shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts for which the Directors are entitled to be indemnified in accordance with paragraph [40] of this Order.

XV. RESTRUCTURING

[43] **DECLARES** that, to facilitate the orderly restructuring of the Debtor's business and financial affairs (the "**Restructuring**") but subject to such requirements as are imposed by the CCAA and subject to paragraph [50] hereof, the Monitor, for and on behalf of the Debtor and without any liability in relation thereto, and in consultation with the Applicants, shall have the right to:

(a) permanently or temporarily cease, downsize, or shut down any of the Debtor's operations or locations as it deems appropriate;

(b) pursue all avenues to finance or refinance, market, convey, transfer, assign or in any other manner, dispose of the Business or Property, in whole or part, including, without limitation, through the continuation and completion of any ongoing sale and investment solicitation process and the selection of a successful bid as a result thereof, subject to further order of the Court and Sections 11.3 and 36 of the CCAA, and under reserve of subparagraphs [43](c) and [43](d) hereof;

(c) in the ordinary course of business of the Debtor, which consists, *inter alia*, of the acquisition, leasing, rental, remarketing and sale of motor vehicles, sell, convey, transfer, assign, lease, re-lease or otherwise dispose of, in whole or in part, any new or used automobiles, light trucks, trucks or other motor vehicles forming part of the Property, including, without limitation, vehicles held in inventory, vehicles currently under lease, vehicles returned or repossessed, and vehicles at or following the expiry or termination of any lease (including by sale to the lessee pursuant to any purchase option or to any third party, at auction or otherwise) (collectively, the "**Vehicles**"), the whole without any monetary limit, whether individually or in the aggregate, and without the necessity of any further approval of this Court, it being understood and declared that (i) any such sale or other disposition of the Vehicles constitutes a transaction in the ordinary course of business of the Debtor, (ii) the monetary limits set out in subparagraph [43](d) below and any other monetary limit in this Order shall not apply to the Vehicles, and (iii) the net proceeds of any such sale or other disposition, as well as all rental and lease payments in respect of the Vehicles, shall be deposited in one or more accounts administered by the Monitor and shall be held by the Monitor, namely three (3) separate trust accounts maintained for the benefit of RBC, and BMO, respectively, in respect of the Vehicles financed by each of them, and for any Vehicle whose financing source is uncertain or disputed, subject to the Encumbrances (as defined below) and the CCAA Charges (as defined below) which affected the relevant Vehicles immediately

prior to such sale or disposition, with the same rank and priority, pending further order of this Court or distribution in accordance with the rights of the holders of such Encumbrances;

(d) convey, transfer, assign, lease, or in any other manner, dispose of the Property, other than the Vehicles, outside of the ordinary course of business, in whole or in part, provided that the price in each case does not exceed $200,000 individually or $5,000,000 in the aggregate and that the prior approval of the Interim Lenders is obtained;

(e) terminate the employment of such of its employees or temporarily or permanently lay off such of its employees as the Monitor deems appropriate and, to the extent any amounts in lieu of notice, termination or severance pay or other amounts in respect thereof are not paid in the ordinary course, make provision, on such terms as may be agreed upon between the Monitor, as applicable, and such employees, or failing such agreement, make provision to deal with, any consequences thereof in the Plan, as the Monitor may determine;

(f) subject to the provisions of Section 32 of the CCAA, disclaim or resiliate any of the Debtor's agreements, contracts, or arrangements of any nature whatsoever, with such disclaimers or resiliation to be on such terms as may be agreed between the Monitor and the relevant party, or failing such agreement, to make provision for the consequences thereof in the Plan;

(g) subject to Section 11.3 of the CCAA, assign any rights and obligations of the Debtor; and

(h) seek a Court order(s) establishing a claims process in respect of the claims of the Debtor's creditors.

[44] **DECLARES** that, in order to facilitate the Restructuring, the Monitor may, with the consent of the Applicants, settle claims of creditors, customers and suppliers that are in dispute.

[45] **DECLARES** that, if a notice of disclaimer or resiliation is given to a landlord of the Debtor pursuant to Section 32 of the CCAA and this Order, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours by giving the Debtor and the Monitor 24 hours' prior written notice and (b) at the effective time of the disclaimer or resiliation, the landlord shall be entitled to take possession of any such leased premises and re-lease any such leased premises to third parties on such terms as any such landlord may determine without waiver

of, or prejudice to, any claims or rights of the landlord against the Debtor, provided nothing herein shall relieve such landlord of their obligation to mitigate any damages claimed in connection therewith.

[46] **ORDERS** that the Debtor shall provide to any relevant landlord notice of the Debtor's intention to remove any fittings, fixtures, installations, or leasehold improvements at least seven (7) days in advance. If the Debtor has already vacated the leased premises, it shall not be considered to be in occupation of such location pending the resolution of any dispute between the Debtor and the landlord.

[47] **DECLARES** that, pursuant to sub-paragraph 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, and the equivalent provisions of the *Act Respecting the Protection of Personal Information in the Private Sector*, RSQ, c. P-39.1., the Monitor is permitted, in the course of these proceedings, to disclose personal information of identifiable individuals in their possession or control to stakeholders or prospective investors, financiers, buyers or strategic partners and to their advisers (individually, a "**Third Party**"), but only to the extent desirable or required to negotiate and complete the Restructuring or the preparation and implementation of a Plan or a transaction for that purpose, provided that the Persons to whom such personal information is disclosed enter into confidentiality agreements with the Debtor binding them to maintain and protect the privacy of such information and to limit the use of such information to the extent necessary to complete the transaction or Restructuring then under negotiation. Upon the completion of the use of personal information for the limited purpose set out herein, the personal information shall be returned to the Debtor or destroyed. If a Third Party acquires personal information as part of the Restructuring or the preparation or implementation of a Plan or a transaction in furtherance thereof, such Third Party may continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Debtor.

XVI. POWERS OF THE MONITOR

[48] **ORDERS** that FTI Consulting Canada Inc. is hereby appointed to monitor the business and financial affairs of the Debtor as an officer of this Court (the "**Monitor**") and that the Monitor, in addition to the prescribed powers and obligations referred to in Section 23 of the CCAA, in consultation with the Applicants and subject to paragraph [50] hereof:

(a) shall, as soon as practicable, (i) publish once a week for two (2) consecutive weeks, in La Presse+ and the Globe and Mail (National Edition), a notice containing the information prescribed under the CCAA and (ii) within five (5) business days after the date of this Order (A) post on the Monitor's website (the "**Website**") a notice containing the information prescribed under the CCAA, (B) make this Order

publicly available in the manner prescribed under the CCAA, (C) send, in the prescribed manner, a notice to all known creditors having a claim against the Debtor of more than $1,000, advising them that this Order is publicly available, and (D) prepare a list showing the names and addresses of such creditors and the estimated amounts of their respective claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder. Where the CCAA or this Order requires the publication through newspapers, the Monitor is authorized to publish the information in either the online or physical version of the newspaper;

(b) shall monitor and control the Debtor's receipts and disbursements;

(c) shall deal with, contact and communicate with the creditors, suppliers, customers and lessees of the Debtor, any taxing authority (including the Canada Revenue Agency and Revenu Québec) and other interested Persons, to the extent required, during the Stay Period;

(d) shall prepare cash-flow projections for the Debtor, as well as any other projections or reports and the development and implementation of a Plan;

(e) shall review the Debtor's business and assess opportunities for cost reduction, revenue enhancement and operating efficiencies;

(f) shall facilitate the Restructuring and negotiate with the Debtor's creditors and other interested Persons and hold and administer any meetings held to consider a Plan;

(g) shall report to the Court on the state of the business and financial affairs of the Debtor or developments in these proceedings or any related proceedings within the time limits set forth in the CCAA and at such time as considered appropriate by the Monitor or as the Court may order;

(h) shall report to this Court and interested parties, including, but not limited to, the Applicants and the creditors affected by a Plan, with respect to the Monitor's assessment of, and recommendations with respect to, a Plan;

(i) shall report to the Applicants, on demand as required by the Applicants, or either of them, on the state of the operations, business and financial affairs of the Debtor or developments in these proceedings or any related proceedings, including with respect to any solicitation efforts to be made in connection with the Property;

(j) may retain and employ such agents, advisers and other assistants as are reasonably necessary for the purpose of carrying out the terms of this Order, including, without limitation, one or more entities related to or affiliated with the Monitor;

(k) may engage legal counsel to the extent the Monitor considers necessary in connection with the exercise of its powers or the discharge of its obligations in these proceedings and any related proceeding, under this Order or under the CCAA;

(l) shall act as a "foreign representative" of the Debtor or in any other similar capacity in any insolvency, bankruptcy or reorganization proceedings outside of Canada;

(m) may give any consent or approval as may be contemplated by this Order or the CCAA;

(n) may hold and administer funds in connection with arrangements made among the Debtor, any counterparties and the Monitor, or by Order of this Court;

(o) may perform such other duties as are required by this Order or the CCAA or by this Court from time to time; and

(p) may, notwithstanding any other provision of this Order, suspend, reduce or cease providing any services to any client or counterparty of the Debtor that fails to pay, within the applicable payment terms, any amount owing to the Debtor for goods or services provided on or after the date of this Order, provided that the Monitor shall give such client or counterparty at least five (5) business days' prior written notice of its intention to suspend, reduce or cease such services.

[49] **ORDERS** that, subject to paragraph [50] hereof, in addition to the powers already provided for in this Order, the Monitor shall also be authorized, but not required or obligated, to exercise the following powers for and on behalf of the Debtor, and in consultation with the Applicants, it being declared that each of the powers granted to the Monitor under this Order (including, without limitation, in respect of the sale of the Vehicles, tax filings, audits, assessments, collections, disbursements and trust accounts) is permissive and not mandatory, that the Monitor shall have no obligation to exercise any such power, and that the Monitor shall incur no liability, and shall not be deemed to have assumed any obligation or liability of the Debtor (including any obligation to file any tax return or to pay any tax or other amount owing by the Debtor), by reason of exercising or not exercising, in whole or in part, any such power:

(a) direct and control the financial affairs and activities of the Debtor and to carry out the activities of the Debtor, and to sign, on behalf of the

Debtor, any document necessary or useful to give effect to and implement this Order;

(b) carry out banking and other transactions on behalf of the Debtor and to sign documents or take any other action that is necessary or appropriate for the purpose of exercising this power;

(c) sign any documents that may be necessary in connection with any proceedings before this Court or in accordance with an order of this Court;

(d) take measures to preserve and protect the Business and the Property, including, without limitation, to control the places of business and premises occupied by the Debtor, including any office space, lot, garage, storage facility or other premises rented or used by the Debtor to conduct the Business or to store the Vehicles (collectively, the "**Debtor's Premises**"), to have access at all times to the Debtor's Premises and the Property;

(e) access and use any software, platform or service provided by any provider of GPS, telematics, tracking or anti-theft technologies installed on any of the Vehicles or on any other road or motor vehicle owned by the Debtor or subject to the Applicants' hypothecs or security interests, for the purposes of tracking, locating and recovering such vehicles, and any such provider is hereby ordered to grant the Monitor such access;

(f) insure the Property, including the Vehicles, and maintain, renew or replace any existing insurance policy in respect thereof;

(g) take any action, on behalf of the Debtor, that the Debtor may take under the CCAA or this Order;

(h) enter into any agreements with respect to the Business or the Property;

(i) apply to the Court for any order that may be necessary or appropriate for the sale of the Property to one or more purchasers thereof, it being understood that no such order shall be required for the sale or other disposition of the Vehicles in accordance with subparagraph [43](c) of this Order;

(j) take any action that the Debtor is required to take under this Order or any other order of the Court;

(k) exercise, on behalf of the Debtor, the rights and privileges available to it as shareholder, partner, member or otherwise;

(l) provide the Applicants with any information they may require with respect to the Business, the Property and the Debtor;

(m) share information with third parties as the Monitor deems appropriate, regarding all matters relating to the Property and these CCAA Proceedings, subject to such terms as to confidentiality as the Monitor deems advisable;

(n) contact, correspond and deal with any creditor, supplier, lessee, customer or other counterparty of the Debtor, and with any federal, provincial or municipal taxing authority, including the Canada Revenue Agency and Revenu Québec, in respect of any matter relating to the Debtor, the Business or the Property;

(o) prepare, review, complete, file and amend, for and on behalf of the Debtor, any tax return, report, election or filing, including in respect of income taxes, Sales Taxes, source deductions and input tax credits and refunds; conduct or complete any review, reconciliation or audit of the books, records and tax position of the Debtor; participate in, respond to and complete any audit, verification, assessment or reassessment conducted by any taxing authority, including the Canada Revenue Agency and Revenu Québec; and determine, assess, claim, settle and collect any tax, refund, rebate or credit owing to the Debtor and determine, assess and settle any tax owing by the Debtor, the whole subject to the rights of the Applicants under their respective security;

(p) receive, collect, demand and recover, for and on behalf of the Debtor, all monies and receivables owing to the Debtor, including, without limitation, lease and rental payments, residual and buy-out amounts, proceeds of sale of the Vehicles, insurance proceeds, rebates, incentives and tax refunds, and give valid receipts and discharges therefor, and take any proceeding necessary or useful for such purposes;

(q) renew, extend, modify or exercise any contractual right to terminate or resiliate any lease, rental or leasing contract or agreement relating to any of the Vehicles, enforce the Debtor's rights thereunder (including to repossess any Vehicle in accordance with such contract and applicable law), and sign any document for these purposes;

(r) produce, submit, sign and file, for and on behalf of the Debtor, any document with the *Société de l'assurance automobile du Québec*, the Ontario Ministry of Transportation and ServiceOntario, and any other governmental entity responsible for motor vehicle registration or regulation in any jurisdiction (collectively, the "**Motor Vehicle Authorities**") with respect to the Vehicles, including for the

registration or the transfer of registration of any Vehicle and to remedy any deficiency in the title, registration or other documentation relating to any Vehicle, and communicate with and obtain information from the Motor Vehicle Authorities regarding the Vehicles, and the Motor Vehicle Authorities are hereby authorized, upon request of the Monitor, to communicate to the Monitor any information and document it may require relating to the Debtor or the Vehicles and to deal with the Monitor as the authorized representative of the Debtor for such purposes;

(s) in connection with any sale or other disposition of a Vehicle, and subject to the CCAA Charges and to subparagraph [49](u) below, pay out from the proceeds thereof the amounts owing in respect of such Vehicle to the holder of any Encumbrance (as defined below) thereon, in accordance with the rank of such Encumbrances, obtain from such holder a discharge or release of its Encumbrances on such Vehicle, and produce, submit, sign and file, for and on behalf of the Debtor, with the Register of Personal and Movable Real Rights (Québec) (the "**RDPRM**") or the personal property security registry of any other province or territory, any requisition or document for the discharge, radiation, reduction or release of any registration in respect of such Vehicle, including any right published by the Debtor itself, such as a notice of lease of such Vehicle;

(t) open, maintain and operate one or more bank accounts, including trust accounts in accordance with subparagraph [43](c) hereof, in the name of the Monitor or of the Debtor, into which all receipts and proceeds of the Debtor and of the Property may be deposited and from which the Monitor may make any disbursement authorized by this Order, it being declared that all funds so held shall be held in trust for the benefit of the Persons entitled thereto, subject to the Encumbrances (as defined below) and the CCAA Charges (as defined below) with the same rank and priority as existed in respect of the Property from which such funds derive; and to control, close or redirect any existing bank account of the Debtor;

(u) conduct, or cause to be conducted, any review, reconciliation or tracing of the funds, receipts, proceeds and assets of the Debtor, including the Vehicles and the lease payments, sale proceeds and other amounts derived therefrom, as between the Debtor, any related Person and the Persons holding Encumbrances thereon, including where such funds or proceeds may have been commingled, and allocate such funds, proceeds and assets, on a Vehicle-by-Vehicle basis, according to the method the Monitor considers fair and reasonable in the circumstances, after consultation with the Applicants, and report to the Court thereon, the whole without limiting the protections afforded to the Monitor under

this Order; pending such allocation, any such funds or proceeds held by the Monitor shall remain subject to the Encumbrances and the CCAA Charges with the same rank and priority as existed in respect of the Property from which they derive;

(v) perform such other duties or take any steps reasonably incidental to the exercise of such powers and obligations conferred upon the Monitor by this Order or any order of this Court, together with the Applicants and their counsel.

[50] **DECLARES** that notwithstanding any paragraphs in this Order, including paragraphs [43], [48] and [49] hereof, the Debtor may be entitled, with the Monitor's prior written approval, to exercise the powers set out in paragraphs [43], [48](c), [49](a), [48](d), [49](e), [49](f), [49](h), [49](n), [49](o), [49](p), [49](q), [49](r), [54] and [55] of this Order under the supervision of the Monitor, it being understood that in all circumstances, the Monitor shall have the power to control the receipts and disbursements of the Debtor as provided for under paragraph [48](b) of this Order, and **ORDERS** that the Debtor report to the Monitor at least on a weekly basis, or as often as required by the Monitor, on the powers so exercised, in the manner determined by the Monitor in consultation with the Debtor.

[51] **ORDERS** the Monitor to exercise the powers granted by this Order in collaboration with the Debtor.

[52] **ORDERS** the Debtor and its directors, officers, employees and agents, accountants, auditors and all other Persons having notice of this Order to cooperate with the Monitor in connection with the Monitor's duties and responsibilities hereunder and to provide the Monitor with unrestricted access to all of the Business and Property, including, without limitation, the premises, books, records, data, including data in electronic form, and all other documents of the Debtor in connection with the Monitor's duties and responsibilities hereunder. Without limiting the foregoing, any taxing authority, including the Canada Revenue Agency and Revenu Québec, is hereby authorized to communicate with the Monitor and to disclose to the Monitor any information, file or document relating to the Debtor, including in respect of any audit, assessment, refund or amount owing by or to the Debtor, and to deal with the Monitor as the authorized representative of the Debtor.

[53] **ORDERS** that any Person having notice of this Order shall forthwith advise the Monitor of the existence of any Vehicle or other Property, or of any books, records or documents of the Debtor, in such Person's possession or control, shall preserve same and refrain from disposing of, alienating, encumbering or otherwise dealing with same other than with the authorization of the Monitor, and, subject to the rights of any lessee in good

standing under a lease of a Vehicle, shall grant the Monitor immediate and continued access thereto and deliver same to the Monitor upon request.

[54] **ORDERS** that, upon request of the Monitor and upon receipt of documentation demonstrating that a road or motor vehicle, although registered in the name of another Person (an "**Incorrect Registration**"), is in fact the property of the Debtor, and provided that the Monitor has not received notice from any Person purporting to hold a right of ownership in such vehicle, the relevant Motor Vehicle Authority shall rectify the Incorrect Registration so as to accurately reflect the Debtor's ownership. **AUTHORIZES** the Officer of the RDPRM and the registrar of any other personal property security registry, upon request of the Monitor and upon presentation of the required form, to discharge, radiate or reduce any right published or registered by the Debtor in respect of any Vehicle covered by such form.

[55] **AUTHORIZES** the Monitor, as it may consider necessary or desirable, to seek the assistance of any peace officer in order to assist it in the exercise of its powers under this Order, including to take possession of or recover any Vehicle.

[56] **DECLARES** that the Monitor may provide the Applicants and other creditors or relevant stakeholders of the Debtor who, with the exception of the Applicants, make a request in writing to the Monitor, with information, excepting information covered by professional privilege. In the case of information that the Debtor has advised the Monitor as being confidential, proprietary, or competitive, the Monitor shall not provide such information to any Person other than the Applicants without the consent of the Debtor unless otherwise directed by this Court.

[57] **DECLARES** that if the Monitor, in its capacity as Monitor, carries on the business of the Debtor or continues the employment of the Debtor's employees, the Monitor shall benefit from the provisions of Section 11.8 of the CCAA.

[58] **DECLARES** that Section 215 of the BIA applies *mutatis mutandis*, and no action or other proceedings shall be commenced against the Monitor relating to its appointment, its conduct as Monitor or the carrying out of the provisions of any order of this Court, except with prior leave of this Court, on at least seven (7) days' notice to the Monitor and its counsel. The entities related to or affiliated with the Monitor shall also be entitled to the protection, benefits and privileges afforded to the Monitor pursuant to this paragraph.

[59] **DECLARES** that any party wishing to assert a claim against the Monitor for any report made pursuant to any order of this Court or the CCAA, or any action taken pursuant to same, shall notify the Monitor and its counsel of the existence of such claim within forty-five (45) days of becoming aware of

the existence of such claim, failing which such party shall be forever barred from initiating proceedings against the Monitor for any such claim.

[60] **AUTHORIZES** the Monitor, for and on behalf of the Debtor and without liability in relation thereto, to pay the reasonable fees and disbursements of the Monitor, of the Monitor's legal counsel and of the Applicants' legal counsel and of the Debtor's legal counsel directly in support to these CCAA Proceedings, a Plan and the Restructuring, whether incurred before or after this Order, and to provide each with a reasonable retainer in advance on account of such fees and disbursements, if so requested.

[61] **DECLARES** that the Monitor as well as the Monitor's legal counsel (Osler, Hoskin & Harcourt LLP) and the Applicants' legal counsel (Davies Ward Phillips & Vineberg LLP, as counsel to RBC, and McCarthy Tétrault LLP, as counsel to BMO), and the Debtor's legal counsel (Stikeman Elliott LLP) as security for the professional fees and disbursements incurred both before and after the making of this Order and directly in support to these proceedings, a Plan and the Restructuring, as well as claims that may be asserted against the Monitor for any report made pursuant to any order of this Court or the CCAA, or any action taken pursuant to the same, be entitled to the benefit of and are hereby granted a charge and security in all of the Property of the Debtor, including, without limitation, the Vehicles and all proceeds thereof, in an amount of $500,000 (the "**Administration Charge**"), having the priority established by paragraphs [62] and [63] of this Order.

XVII. PRIORITIES AND GENERAL PROVISIONS RELATING TO CCAA CHARGES

[62] **DECLARES** that the priorities of the Administration Charge, the Interim Financing Charge and the Directors' Charge (collectively, the "**CCAA Charges**"), as between such CCAA Charges with respect to the Property shall be as follows:

(a) first, the Administration Charge;

(b) second, the Interim Financing Charge; and

(c) third, the Directors' Charge.

[63] **DECLARES** each of the CCAA Charges shall rank in priority to any and all other claims, rights, hypothecs, mortgages, liens, security interests, priorities, charges, deemed trusts, encumbrances or security of whatever nature or kind, whether or not they have been registered, published or filed (collectively, "**Encumbrances**") affecting the Property charged by such Encumbrances except claims, if any, of His Majesty in right of Canada and His Majesty in right of a Province subject to a deemed trust that remains applicable in CCAA and BIA proceedings.

[64] **ORDERS** that, except as otherwise expressly provided for herein, the Debtor shall not grant any Encumbrances in or against any Property that rank in priority to, or *pari passu* with, any of the CCAA Charges unless the Debtor obtains the prior written consent of the Monitor and the Interim Lenders and the prior approval of the Court.

[65] **DECLARES** that the CCAA Charges shall attach, as of the Effective Time, to all present and future Property of the Debtor, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.

[66] **DECLARES** that the CCAA Charges and the rights and remedies of the beneficiaries of the CCAA Charges, as applicable, shall be valid and enforceable and not otherwise be limited or impaired in any way by: (i) these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such application(s) or any assignment(s) in bankruptcy made or deemed to be made in respect of the Debtor; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement, lease, sub-lease, offer to lease or other arrangement which binds the Debtor (a "**Third Party Agreement**"), and notwithstanding any provision to the contrary in any Third Party Agreement:

(a) the creation of any of the CCAA Charges shall not create nor be deemed to constitute a breach by the Debtor of any Third Party Agreement to which the Debtor is a party; and

(b) the beneficiaries of the CCAA Charges shall not have any liability to any Person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the CCAA Charges.

[67] **DECLARES** that notwithstanding: (i) these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such application(s) or any assignment(s) in bankruptcy made or deemed to be made in respect of the Debtor; and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by the Debtor pursuant to this Order and the granting of the CCAA Charges, do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law.

[68] **DECLARES** that the CCAA Charges shall be valid and enforceable as against all Property charged by the CCAA Charges and against all Persons,

including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the Debtor.

XVIII. COMEBACK HEARING AND DEEMED EXTENSION

[69] **ORDERS** that on November 27, 2026, the Stay Period shall be extended to the date of the new hearing to be held at a time and in a room to be determined by the Court (the "**Comeback Hearing**"), and to be communicated to the Service List by the Monitor.

[70] **ORDERS** that any interested Person may apply to the Court to have this Order amended or set aside or to obtain other relief at the Comeback Hearing.

XIX. GENERAL

[71] **ORDERS** that no Person shall commence, proceed with or enforce any proceedings against any of the directors and officers, employees, legal counsel or financial advisors of the Debtor or of the Monitor in relation to the Business or Property of the Debtor, without first obtaining leave of this Court, upon ten (10) days' written notice to the Debtor's counsel, the Applicants' counsel, the Monitor's counsel, and to all those referred to in this paragraph whom it is proposed be named in such proceedings.

[72] **DECLARES** that this Order and any proceeding or sworn statement leading to this Order, shall not, in and of themselves, constitute a default or failure to comply by the Debtor under any statute, regulation, licence, permit, contract, permission, covenant, agreement, undertaking or other written document or requirement.

[73] **DECLARES** that, except as otherwise specified herein, the Applicants and the Monitor, in such capacity or for and on behalf of the Debtor, are at liberty to serve any notice, proof of claim form, proxy, circular or other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to Persons or other appropriate parties at their respective given addresses as last shown on the records of the Debtor, and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or five (5) business days after mailing if by ordinary mail.

[74] **DECLARES** that any party may serve any court materials in these proceedings on all represented parties electronically, by emailing an electronic copy of such materials to counsels' email addresses as provided for on the Service List.

[75] **DECLARES** that, unless otherwise provided herein, under the CCAA, or ordered by this Court, no document, order or other material need be served

on any Person in respect of these proceedings, unless such Person has served a Notice of Appearance on counsel for the Applicants, counsel for the Debtor and counsel for the Monitor and has filed such notice with this Court, or appears on the Service List, save and except when an order is sought against a Person not previously involved in these proceedings.

[76] **ORDERS** that unless otherwise authorized by the Court, all subsequent applications filed by any parties in these proceedings be served in accordance with this Order at least five (5) days prior to the hearing of such application.

[77] **ORDERS** that unless otherwise authorized by the Court, any report to be filed by the Monitor in support of any application filed by the Applicants or the Monitor be served in accordance with this Order to all parties on the Service List at least five (5) days prior to the hearing of the relevant application.

[78] **ORDERS** that unless otherwise authorized by the Court, any Person seeking to contest any application filed in these proceedings must provide written grounds of contestation to all parties on the Service List, no later than two (2) day prior to the hearing of an application in accordance with paragraph [76] of this Order, at no later than 12:00 P.M. (Montréal Time) of such day.

[79] **DECLARES** that the Debtor, the Applicants, or the Monitor may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of this Order on notice to the parties on the Service List.

[80] **DECLARES** that this Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada.

[81] **DECLARES** that the Monitor is authorized to apply, as it deems necessary or desirable, with or without notice, to any other court or administrative body in Canada, in the United States of America or abroad to obtain orders providing relief in connection with this Order and any subsequent order of the Court and supplementing them, and, without limiting the foregoing, an order under Chapter 15 of the United States *Bankruptcy Code*, in respect of which the Monitor shall be the foreign representative of the Debtor. All courts and administrative agencies in all such jurisdictions are hereby requested to make such orders and provide such assistance to the Monitor as may be deemed necessary or appropriate for this purpose.

[82] **REQUESTS** the aid and recognition of any Court, tribunal, regulatory or administrative body in Canada or elsewhere, to give effect to this Order and to assist the Debtor, the Monitor, and their respective agents in carrying out the terms of this Order. All Courts, tribunals, regulatory and administrative

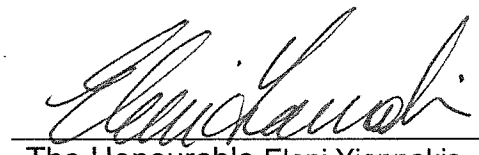
bodies are hereby requested to make such orders and to provide such assistance to the Debtor and the Monitor as may be necessary or desirable to give effect to this Order, to assist the Debtor and the Monitor and to act in aid of and to be complementary to this Court, in carrying out the terms of this Order.

[83] **DECLARES** that, for the purposes of any application to a foreign authority, the place where the Debtor has its principal place of business is in the province of Québec, Canada.

[84] **ORDERS** that the Exhibits **R-4 (Schedule B), R-24 and R-28** are filed under seal and shall be kept confidential until the Comeback Hearing and **AUTHORIZES** the filing of a redacted version of Exhibit **R-24** into the Court record until the Comeback Hearing.

[85] **ORDERS** the provisional execution of this Order notwithstanding any appeal and without security.

[86] **THE WHOLE WITHOUT COSTS.**



The Honourable Eleni Yiannakis,
J.S.C.