SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
NO: 500-11-068040-266
DATE: November 18, 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

INTERIM 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 submissions of the attorneys present at the hearing on the Application;

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

[5] **CONSIDERING** the verbal reasons given at the hearing.

THE COURT HEREBY:

[6] **GRANTS** the Application in part.

I. SERVICE

[7] **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.

II. EFFECTIVE TIME

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

III. APPLICATION OF THE CCAA

[9] **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. STAY OF PROCEEDINGS AGAINST THE DEBTOR AND THE PROPERTY

[10] **ORDERS** that, until and including November 19, 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 Debtor's present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof (collectively, the "**Property**"), 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.

[11] **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.

[12] **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.

V. NO EXERCISE OF RIGHTS OR REMEDIES

[13] **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.

[14] **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.

VI. NO INTERFERENCE WITH RIGHTS

[15] **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 leave of this Court.

[16] **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.

VII. CONTINUATION OF SERVICES

[17] **ORDERS** that, during the Stay Period and subject to paragraph [18] 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 Proposed Monitor, or as may be ordered by this Court.

[18] **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.

[19] **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 this 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.

VIII. NON-DEROGATION OF RIGHTS

[20] **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.

IX. GENERAL

[21] **SCHEDULES** to November 19, 2026, at 2 p.m., the hearing of the remaining conclusions of the Application in room 15.09 of the Montréal Courthouse.

[22] **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.

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

[24] **ORDERS** that the **Exhibits R-3, R-4 (Schedule B), R-24 and R-28** are filed under seal and shall be kept confidential until further order of this Court.

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

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

The Honourable Eleni Yiannakis, J.S.C.