



Court File No. CV-23-00700602-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**THE HONOURABLE
JUSTICE PENNY**

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**TUESDAY, THE 5TH
DAY OF NOVEMBER, 2024**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

EXPRESS GT PARTS SERVE INC.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

DISCHARGE ORDER

THIS MOTION, made by msi Spergel inc., in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertakings, properties and assets of Express GT Parts Serve Inc. (the "**Debtor**"), for an Order:

1. if necessary, abridging the time for service of this motion, or alternatively, dispensing with service.
2. approving the activities of the Receiver as set out in the Second Report of the Receiver dated October 23, 2024 (the "**Second Report**");

3. approving the fees and disbursements of the Receiver and its counsel, including the Fee Accrual (as defined in the Second Report);
4. approving the Receiver's interim statement of receipts and disbursements as at October 17, 2024;
5. authorizing the Receiver to make the distributions proposed in the Second Report;
6. discharging msi Spergel inc. as Receiver of the undertakings, properties and assets of the Debtor; and
7. releasing msi Spergel inc. from any and all liability, as set out in paragraph 7 of this Order,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report, the affidavits of the Receiver and its counsel as to fees (the "**Fee Affidavits**"), and on hearing the submissions of counsel for the Receiver, no one else appearing although served as evidenced by the Affidavit of Service of Hayley Morgan sworn October 24, 2024, filed;

1. **THIS COURT ORDERS** that the time for service of this motion is hereby abridged, service of this motion is validated, and further service of this motion is hereby dispensed with.
2. **THIS COURT ORDERS** that the activities of the Receiver, as set out in the Second Report, are hereby approved provided that only the Receiver, in its personal capacity and

only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the Receiver's actions and activities.

3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, including the Fee Accrual, as set out in the Second Report and the Fee Affidavits, are hereby approved.

4. **THIS COURT ORDERS** that the Interim Statement of Receipts and Disbursements as at October 17, 2024, included in the Second Report, are hereby approved.

5. **THIS COURT ORDERS** that, after payment of the fees and disbursements herein approved, including the Fee Accrual, the Receiver is authorized and directed to distribute the surplus receipts as follows:

a) \$3,962.33 to the Receiver General in respect of the Payroll Deemed Trust Claim (as defined in the Second Report);

b) \$17,540.40 to the Receiver General in respect of the WEPP Priority Claim (as defined in the Second Report); and

c) the Remaining Funds (as defined in the Second Report) as follows:

a. the greater of \$75,000 or one-third of the Remaining Funds to Uni-Select;
and

b. the remainder of funds, after payment to Uni-Select Canada Inc., be divided equally between Royal Bank of Canada and Bank of Montreal.

6. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph 5 hereof and upon the Receiver filing a certificate certifying that it has completed the other activities described in the Second Report, the Receiver shall be discharged as Receiver of the undertakings, properties and assets of the Debtor, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of msi Spergel inc. in its capacity as Receiver.

7. **THIS COURT ORDERS AND DECLARES** that msi Spergel inc. is hereby released and discharged from any and all liability that msi Spergel inc. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of msi Spergel inc. while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, msi Spergel inc. is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.



ROYAL BANK OF CANADA
Applicant

-and- **EXPRESS GT PARTS SERVE INC.**
Respondent

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PROCEEDING COMMENCED AT
TORONTO

DISCHARGE ORDER

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