

**SUPERIOR COURT**  
(Commercial Division)

**CANADA**  
**PROVINCE OF QUÉBEC**  
**DISTRICT OF MONTRÉAL**  
**NO: 500-11-064357-243**  
**DATE: October 10, 2024**

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**PRESIDING: THE HONOURABLE DAVID R. COLLIER, J.S.C.**

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

**TAIGA MOTORS CORPORATION/CORPORATION MOTEURS TAIGA**

-and-

**TAIGA MOTORS INC./ MOTEURS TAIGA INC.**

-and-

**TAIGA MOTORS AMERICA INC.**

-and-

**CGGZ FINANCE CORP.**

-and-

Debtors/Applicants

-and-

**DELOITTE RESTRUCTURING INC.**

Monitor

-and-

**9526-1624 QUÉBEC INC.**

Impleaded Party

-and-

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS  
(QUÉBEC)**

**THE REGISTRAR OF THE BRITISH COLUMBIA PERSONAL PROPERTY REGISTRY**

Impleaded Parties (Registrars)

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**APPROVAL AND REVERSE VESTING ORDER**

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- [1] **ON READING** the *Application for the Issuance of a Second Amended and Restated Initial Order, an Approval and Vesting Order* dated October 4, 2024 (the “**Application**”) of the Applicants, pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”), the affidavit and the exhibits filed in support thereof, as well as the report of the Monitor dated October 4, 2024 (the “**Report**”);
- [2] **CONSIDERING** the service of the Application;
- [3] **CONSIDERING** the evidence produced and the submissions of attorneys present at the hearing of the Application;
- [4] **CONSIDERING** the provisions of the CCAA;
- [5] **CONSIDERING** the initial order rendered on July 10, 2024, as amended and restated on July 18, 2024 (the “**Initial Order**”);
- [6] **CONSIDERING** that it is appropriate to issue an order approving:
- a) the purchase and sale and other transactions (the “**Purchase and Sale Transactions**”) contemplated in the share purchase agreement filed in support of the Application as Exhibit R-7 (the “**Share Purchase Agreement**”) to be entered into by and between (i) Stewart Wilkinson, as Purchaser (the “**Purchaser**”), and (ii) Taiga Motors Corporation (“**Taiga Corp.**”), Taiga Motors Inc. (“**Taiga Inc.**”), and Taiga Motors America Inc. (“**Taiga USA**”) (Taiga Corp., Taiga Inc., and Taiga USA, collectively, the “**Taiga Group**”), and pursuant to which ParentCo (as defined below), an entity incorporated as part of the Pre-Closing Reorganization (as defined below) became the parent company of the Taiga Group (ParentCo), acts a vendor; and
  - b) all such other reorganization transactions contemplated in **Schedule II** to this Order (the “**Steps Memo**”), including the liquidation of CGGZ Finance Corp. (“**CGGZ**”) (such transactions contemplated in the Steps Memo being collectively referred to as the “**Pre-Closing Reorganization**”);
- (the Purchase and Sale Transactions together with the Pre-Closing Reorganization are collectively referred to as the “**Transactions**”).

**FOR THESE REASONS, THE COURT:**

- [7] **GRANTS** the Application.

## SERVICE

- [8] **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 any further service thereof.
- [9] **PERMITS** notification of the present Order (this “**Order**”) at any time and place, and by any means whatsoever, including by email.

## DEFINITION

- [10] **DECLARES** that unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meaning ascribed to them in **Schedule I** hereto.

## SHARE PURCHASE AGREEMENT

- [11] **AUTHORIZES** and **APPROVES** the Transactions and the entering into and execution by the Applicants (including, as applicable, ParentCo) of the Share Purchase Agreement and the completion of the Transactions, with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to by the Applicants and the Purchaser, with the consent of the Monitor.
- [12] **ORDERS** and **DECLARES** that, notwithstanding any provision hereof, the steps pertaining to the Closing of the Transactions, including all steps described in the Steps Memo, shall be deemed to occur in the manner, order and sequence specified in the Share Purchase Agreement and the Steps Memo, with such alterations, changes, amendments, deletions or additions thereto as are permitted under the Share Purchase Agreement or as may otherwise be agreed to by the Applicants and the Purchaser, with the consent of the Monitor.

## PRE-CLOSING REORGANIZATION

- [13] **AUTHORIZES** and **RATIFIES** *nunc pro tunc* the incorporation by Taiga Corp. of 9526-1624 Québec inc. (“**ParentCo**”) under the *Business Corporations Act* (Québec), with authorized share capital consisting of a class of voting and fully participating common shares, and the subscription by Taiga Corp. for one common share for \$1.00.
- [14] **AUTHORIZES** and **ORDERS** the Applicants and ParentCo to implement and complete the Pre-Closing Reorganization contemplated in the Steps Memo, including, notably:
- a) the addition of ParentCo as an Applicant under the CCAA;
  - b) on the date that is one Business Day before the Closing Date: (i) the exchange of all the issued shares of Taiga Corp. for common shares of ParentCo on a

- one-for-one basis, such that, as a consequence, ParentCo will thereafter hold all of the then issued and outstanding shares in the capital of Taiga Corp., and (ii) the simultaneous cancellation of the common share held by Taiga Corp. in the share capital of ParentCo for its subscription price, and the cancellation, for no consideration, of all of the issued and outstanding options and warrants or any other securities convertible, exchangeable or exercisable for shares of Taiga Corp.;
- c) the various transfers and assumptions of assets and liabilities between the Taiga Group and ParentCo, which are to take place in the manner, at the times and for the consideration set forth in the Steps Memo and the agreements giving effect thereto, prior to the closing of the Transactions;
  - d) all the issued and outstanding common shares of ParentCo are cancelled for no consideration.

[15] **AUTHORIZES** the Applicants and ParentCo to:

- a) take, proceed with, implement and execute any and all other steps, notifications, filings and delivery of any documents and assurances governing or giving effect to the Pre-Closing Reorganization as they, in their discretion, may deem to be reasonably necessary or advisable to conclude the Pre-Closing Reorganization, including the execution of such deeds, contracts or documents, as may be contemplated in the Steps Memo and all such deeds, contracts or documents are hereby ratified, approved and confirmed; and
- b) take such steps as are deemed necessary or incidental to the implementation of the Pre-Closing Reorganization.

[16] **ORDERS** and **DECLARES** that the Applicants and ParentCo are hereby permitted to execute and file articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Pre-Closing Reorganization and that such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal, provincial or territorial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Pre-Closing Reorganization.

[17] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Applicants and ParentCo to proceed with the Transactions notwithstanding any requirement under applicable law to obtain director, shareholder, partner, member or other approval with respect thereto or to deliver any statutory declarations that may otherwise be required under corporate, partnership or other law, and, for greater certainty, no director, shareholder (or other equity interest holder), contractual or regulatory approval shall be required in connection with any of the steps contemplated pursuant to the Transactions.

- [18] **PRAYS ACT** that notwithstanding the above, Taiga Corp. intends to apply to the *Autorité des marchés financiers* and the *Ontario Securities Commission* to seek an order (i) initially partially revoking the cease trade order in order to allow for the Pre-Closing Reorganization and, (ii) just before the Closing, definitively and fully revoking the cease trade order and declaring that Taiga Corp. shall cease to be a reporting issuer and **RESERVES** the rights of the Applicants and ParentCo to seek from this Court any orders that might be necessary in the future regarding same.
- [19] **ORDERS** the Enterprise Registrar under the *Business Corporations Act* (Québec) (“**QBCA**”) and any other applicable administrator of a corporate, partnership or other registry in respect of any of the Applicants and ParentCo to accept and receive any articles of constitution, articles of amendment, amalgamation, continuance, reorganization or such other documents or instruments as may be required to permit or enable and effect the Transactions, filed by any of the Applicants, the Purchaser or ParentCo pursuant to or to give effect to the Transactions, as the case may be.

#### **EXECUTION OF DOCUMENTATION AND CERTIFICATE**

- [20] **AUTHORIZES** and **ORDERS** the Taiga Group, ParentCo, the Purchaser and the Monitor, as the case may be, to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Share Purchase Agreement with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to between the Taiga Group and the Purchaser, with the consent of the Monitor and any other ancillary document which could be required or useful to give full and complete effect thereto and to implement the Transactions.
- [21] **ORDERS** and **DIRECTS** the Monitor to: (i) issue and deliver to the Purchaser and to file with this Court a certificate substantially in the form appended as **Schedule III** hereto (the “**Certificate**”) as soon as practicable upon the closing of the Transactions; and (ii) file with the Court a copy of the Certificate, no later than one business day after the issuance thereof.

#### **VESTING OF PURCHASED SHARES**

- [22] **ORDERS** and **DECLARES** that, upon the issuance of the Certificate (the “**Effective Time**”), all right, title and interest in and to the Purchased Shares shall vest, effective at the Closing Time, absolutely and exclusively in and with the Purchaser free and clear of and from any Encumbrances, including, without limiting the generality of the foregoing, all Encumbrances created by order of this Court and all charges or security evidenced by registration, publication or filing pursuant to the *Civil Code of Québec* (the “**CCQ**”), any *Personal Property Security Act* of a province or territory of Canada or any other applicable legislation providing for a security interest in property or otherwise, in movable/immovable property, but save and except for the Permitted Encumbrances, and for greater certainty, **ORDERS** that all of the Encumbrances, affecting or relating to the Purchased Shares, except

for the Permitted Encumbrances, be cancelled and discharged as against the Purchased Shares, in each case effective as of the Effective Time.

- [23] **ORDERS** and **DECLARES** that at the Effective Time, and deemed effective prior to the Closing Time, any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), any and all convertible debentures or other documents or instruments governing and/or having been created or granted in connection with the Purchased Shares and/or the share capital of the Applicants, that were existing prior to the Pre-Closing Reorganization, if any, shall be deemed terminated and cancelled for no consideration.
- [24] **DECLARES** that any distributions, disbursements or payments made under this Order, including, for greater certainty, pursuant to the Transactions, shall not constitute a “distribution” by the Monitor in making any such distributions, disbursements or payments, as applicable, is merely a disbursing agent under this Order, including, for greater certainty, pursuant to the Transactions, and is not exercising any discretion in making such payments and no Person is “distributing” such funds and the Monitor shall not incur any liability in respect of distributions, disbursements or payments made by it and the Monitor is hereby forever released, remised and discharged from any claims against it at law, arising in respect of or as a result of distributions, disbursements or payments made by it in accordance with this Order, including, for greater certainty, pursuant to the Transactions, and any claims of this nature are hereby forever barred.
- [25] **DECLARES** that the purchase price paid by the Purchaser to the ParentCo is made at the fair market value and that the Purchaser is an arm’s length party with the Applicants and ParentCo.
- [26] **ORDERS** and **DECLARES** that the implementation of the Transactions shall be deemed not to constitute a change in ownership or change in control under any agreement, including without limiting the foregoing, any financial instrument, loan or financing agreement, executory contract or unexpired lease or contract, lease, as well as under any permits and licenses in existence on the Closing Date and to which any of the Applicants are a party.

#### **VESTING OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES IN PARENTCO AND RELATED RELIEF**

- [27] **ORDERS** and **DECLARES** that at the Effective Time, and deemed effective prior to Closing Time, at the times and provided and in the manner set forth the Pre-Closing Reorganization and before the Closing Date:
- a) all Excluded Assets shall vest absolutely and exclusively, in ParentCo and all Encumbrances, except the Permitted Encumbrances, shall continue to attach

- to the Excluded Assets with the same nature and priority as they had immediately prior to their transfer in each case;
- b) all rights and obligations of the Taiga Group under the Excluded Contracts shall be transferred to, assumed by and vest absolutely and exclusively in ParentCo, such that the Excluded Contracts shall exclusively become obligations of ParentCo, and shall no longer be obligations of the Taiga Group, and the Taiga Group shall be forever released and discharged from all obligations under such Excluded Contracts;
  - c) the Taiga Group shall retain, to the exclusion of all other Persons, free and clear of and from any Encumbrances, except the Permitted Encumbrances, all right, title and interest in and to the Retained Assets, including in respect of any Retained Contracts and any existing permits, licenses or regulatory approval of which the Taiga Group benefits;
  - d) all Excluded Liabilities, including Excluded Contracts, (which for greater certainty includes any liability or obligation of the Taiga Group, of any kind, character or description, whether known or unknown, absolute or contingent, accrued or not accrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accounted or disclosed on the financial statements of the Taiga Group, including, for greater certainty, any Liabilities in respect of Employees whose employment with the Taiga Group is terminated on or before the Closing Date, other than Retained Liabilities) and, for the avoidance of doubt, the Excluded Liabilities include all severance, termination pay, or indemnity in lieu of notice owed to Employees whose employment with the Taiga Group is terminated on or before the Closing Date, whether or not such amounts have become due and payable until on or after the Closing Date, shall be transferred to, assumed by and vest absolutely and exclusively in ParentCo, such that the Excluded Liabilities shall exclusively become obligations of ParentCo and shall no longer be obligations of the Taiga Group, and the Taiga Group shall be forever released and discharged from all obligations under such Excluded Liabilities;
  - e) no right of withdrawal within the meaning of article 1784 of the CCQ may be exercised as a result of, or further to, the vesting in ParentCo of all right, title and interest of Taiga Corp. in the Excluded Liabilities;
  - f) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise of any demands, claims, actions, counterclaims, suits, judgments, or other remedy or recovery with respect to any indebtedness, liability, obligation or cause of action against the Taiga Group (including any successor

corporation) in respect of the Excluded Liabilities shall be permanently enjoined and barred;

- g) the nature and attributes (including rights resulting from existing defaults of the Taiga Group) of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to and assumption by ParentCo;
- h) the Retained Liabilities including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Share Purchase Agreement or the steps and actions taken in accordance with the terms thereof;
- i) for the avoidance of doubt, the Taiga Group, the Purchaser, and their respective Affiliates shall not retain or assume, as applicable, and shall have no liability in respect of any of the Excluded Liabilities or any Claim arising in connection with any of the foregoing; and
- j) any Person that, prior to the Closing Time, had a valid Claim against the Taiga Group (including any predecessor corporation) in respect of the Excluded Liabilities (each a “**Legacy Claim**”) shall no longer have such Legacy Claim against the Taiga Group (including any successor corporation), but will have an equivalent Claim against ParentCo in respect of the Excluded Liabilities from and after the Closing Time in its place and stead, with the same attributes and rights resulting from existing defaults of the Taiga Group and its predecessors and, nothing in this Order limits, lessens, modifies (other than by change of debtor) or extinguishes the Excluded Liabilities or the Legacy Claim of any Person as against ParentCo which shall be the sole and exclusive debtor of all Legacy Claims.

[28] **DECLARES** that the present Order does not prevent the Canada Revenue Agency (or any other federal entity, department or agency that has a right of set-off with Canada Revenue Agency) (the “**Federal Crown**”) and the Agence du revenu du Québec (or any other provincial entity, department or agency that has a right of set-off with Agence du revenu du Québec) (the “**Provincial Crown**”), to set-off or compensate, if applicable

- a) on one hand, any claim of the Federal Crown or the Provincial Crown against any Applicant, and, on the other hand, any claim of such Applicant against such Federal Crown or Provincial Crown, provided that the aforementioned claims shall both be pertaining to periods prior to July 10, 2024 (the “**Filing Date**”); and
- b) on one hand, any claim of any of the Federal Crown or the Provincial Crown against any Applicant, and, on the other hand, any claim of such Applicant against such Federal Crown or Provincial Crown, provided that the



above-mentioned claims shall both be pertaining to periods between the Filing Date and the Effective Time.

- [29] **DECLARES** that, upon the issuance of the Certificate, the Purchase and Sale Transactions shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the *Code of Civil Procedure* and a forced sale as per the provisions of the CCQ.

### **RETAINED CONTRACTS**

- [30] **ORDERS** that all Retained Contracts to which the Taiga Group are party on the Effective Time shall remain in full force and effect, and that the Taiga Group shall remain entitled to all of their rights, benefits and entitlements under such Retained Contracts, and following the Effective Time, no Person who is a counterparty to any such Retained Contract (a "**Retained Contract Counterparty**") may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right, entitlement or remedy (including any right of set-off) or make any demand under or in respect of such Retained Contract and no automatic termination will have any validity or effect, by reason of:

- (a) any circumstance that existed or event that occurred on or prior to the Effective Time that would have entitled such Retained Contract Counterparty to enforce rights or remedies or caused an automatic termination to occur, including any monetary defaults or defaults or events of default arising as a result of the insolvency of any Applicant or the cessation of the Applicants' or their Affiliates' normal course business operations;
- (b) the insolvency of any Applicant or the fact that the Applicants sought or obtained relief under the CCAA or under the U.S. Bankruptcy Code;
- (c) any releases, discharges, cancellations, transactions or other steps taken or effected pursuant to the Share Purchase Agreement, the Transactions, the provisions of this Order or any other Order of the Court in these proceedings; or
- (d) any change of control of the Applicants or their Affiliates arising from the implementation of the Transactions (other than any right arising from a change of control under a contract entered into in connection with the Retained Employees), or any anti-assignment or similar provision restricting assignment or requiring the consent of any Person to an assignment or a change of control (an "**Anti-Assignment Provision**") in a Retained Contract and, for greater certainty, the Transaction and its implementation shall be deemed not to constitute a change in ownership or change in control under any Retained Contract (other than a contract entered into in connection with Retained Employees).

- [31] **ORDERS** that as of the Effective Time all Retained Contract Counterparties shall be deemed to have waived any and all defaults then existing or previously committed by the Applicants or caused by any of the Applicants, directly or indirectly, or non-compliance with any covenant, positive or negative pledge, warranty, representation, term, provision, condition or obligation, express or implied, including any change in ownership or change in control provision, in any Retained Contract or Post-Closing Retained Contract (as defined below) arising from the commencement or existence of these CCAA proceedings (including any deferral or interruption of payments and any incurrence of or creation of charges arising from or relating to any such proceedings), the insolvency of the Applicants or entering into the Share Purchase Agreement or any other agreement or document in connection with the Transactions, and the completion of the Transaction and any and all notices of default or termination and demands for payment under or in connection with any Retained Contracts shall be deemed to have been rescinded and of no further force nor effect;
- [32] **ORDERS** that (a) nothing herein shall waive, compromise or discharge any obligation of the Taiga Group or of the Purchaser in respect of any Retained Liabilities, (b) the designation of any Retained Liability as such is without prejudice to the Purchaser's and the Taiga Group's right to dispute the existence, validity or quantum of any such Retained Liability, and (c) nothing in this Order or the Share Purchase Agreement shall affect or waive the Taiga Group's and the Purchaser's rights and defenses, both legal and equitable, with respect to any Retained Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Retained Liabilities.

#### **ASSIGNMENT OF POST-CLOSING RETAINED CONTRACTS**

- [33] **DECLARES** that the Purchaser shall be entitled to notify the Monitor in writing, no later than 60 days following the Closing Time, that it seeks the post-closing assignment of the rights, benefits, obligations and interests of ParentCo under one or more agreements to which ParentCo is not party to and which do not form part of the Retained Contracts (the "**Proposed Post-Closing Assignment**", and each such agreement a "**Proposed Post-Closing Retained Contract**") to an entity of the Taiga Group, as directed by the Purchaser.
- [34] **ORDERS** the Monitor, within five days of the receipt from the Purchaser of a notice of a Proposed Post-Closing Assignment, to review such assignment, and:
- a) if the Monitor approves the Proposed Post-Closing Assignment, to send one or more notices of the Proposed Post-Closing Assignment to the parties to the Proposed Post-Closing Retained Contracts substantially in the form of the draft

notice of assignment attached hereto as **Schedule V** (the “**Notice of Assignment**”); or

b) if the Monitor does not approve the Proposed Post-Closing Assignment, to inform the Purchaser, in writing of its decision (the “**Monitor’s Notice**”).

[35] **DECLARES** that:

a) if a party to the Proposed Post-Closing Retained Contracts has notified the Monitor of its opposition to the Proposed Post-Closing Assignment within 15 days of the receipt of the Notice of Assignment; or

b) if the Monitor has issued the Monitor’s Notice;

the Monitor, Taiga Group, or the Purchaser shall be entitled to apply to this Court to seek the assignment of such Proposed Post-Closing Retained Contracts.

[36] **ORDERS** that, if no party to a Post-Closing Retained Contract has notified the Monitor of an opposition to the Proposed Post-Closing Assignment within 15 days of the receipt of the Notice of Assignment, the Monitor shall issue forthwith and file with the Court a certificate substantially in the form appended as **Schedule VI** hereto (the “**Post-Closing Assignment Certificate**”).

[37] **ORDERS** and **DECLARES** that upon the issuance of a Post-Closing Assignment Certificate by the Monitor, the rights, benefits, obligations and interests of ParentCo under the agreements referenced in such Post-Closing Assignment Certificate (the “**Post-Closing Retained Contracts**”) shall be automatically and irrevocably assigned to the Purchaser without any further consents or approvals of this Court and shall be treated as a Retained Contract, and the counterparties to such contracts shall be treated as counterparties to a Retained Contract, that are subject to this Order as if they represented a Retained Contract as of the Effective Time.

[38] **ORDERS** the Monitor to issue a certificate substantially in the form appended as Schedule VII hereto (the “**Post-Closing Certificate**”) on the earlier of: (a) the date on which the Monitor is advised in writing by the Purchaser that no further Proposed Post-Closing Assignment is required; (b) the 81<sup>st</sup> day following Closing Time, unless on that day any application referred to in paragraph [35] has not been finally determined; and (c) on the first day on which all applications referred to in paragraph [35] shall have been withdrawn or finally determined, if on the 81<sup>st</sup> day following Closing Time any such application had not been finally determined.

### **CANCELLATION AND DISCHARGE OF SECURITY REGISTRATIONS**

[39] **ORDERS** that as of the Effective Time, the Purchaser and the Taiga Group shall be authorized to take all such steps they may deem necessary to effect the amendment or discharge of all Encumbrances and registrations listed in **Schedule IV** hereto, including filing such financing change statements in the British Columbia Personal Property Registry (“**BCPPR**”) as may be necessary, from any registration filed against the Taiga Group in the BCPPR, provided that the

Purchaser and Taiga Group shall not be authorized to effect any amendment or discharge that would have the effect of releasing any collateral other than the Retained Assets, and any of the Purchaser or Taiga Group shall be authorized to take any further steps by way of further application to this Court.

[40] **ORDERS** the registrar of the Québec Register of Personal and Movable Real Rights (the “RPMRR”), upon presentation of the required form with a true copy of this Order and the Certificate, to cancel and strike the registrations of the hypothecs listed in **Schedule IV** hereto.

[41] **PRAYS ACT** of the *Ordonnance de radiation* issued concurrently herewith, ordering the RPMRR to cancel and strike any security interests registered as against the Purchased Shares and the Retained Assets.

### **CCAA DEBTORS**

[42] **ORDERS** that:

- a) ParentCo is a company to which the CCAA applies;
- b) ParentCo shall be automatically added as Debtor in these CCAA proceedings and any reference in any Order of this Court in respect of these CCAA proceedings to “Debtor(s)” or “Applicant(s)” shall all also refer to ParentCo, *mutatis mutandis*, and, for greater certainty, each of the CCAA Charges (as such term is defined in the Initial Order) shall also constitute a charge on the property of ParentCo;
- c) the CCAA proceedings of ParentCo and those of the other Applicants are consolidated under this single Court file, bearing file number 500-11-064357-243; and
- d) the consolidation of these CCAA proceedings in respect of ParentCo shall be for administrative purposes only and shall not effect a consolidation of the assets and property or of the debts and obligations of each of the Applicants.

[43] **ORDERS** that as of the Effective Time, Taiga Corp., Taiga Inc., Taiga USA and CGGZ shall each be deemed to cease to be debtors in these CCAA proceedings, and each such entity shall be deemed to be released from the purview of any Order of this Court granted in respect of these CCAA proceedings, save and except for the present Order the terms of which (as they related to any such entity) shall continue to apply in all respects, and save and except as might be necessary to have the present Order recognized in a foreign jurisdiction.

[44] **ORDERS** and **DECLARES** that, upon the issuance of the Certificate, the Initial Order shall be amended by:

- a) adding ParentCo as Debtor in the heading; and
- b) deleting Taiga Motors Corporation/Corporation Moteurs Taiga, Taiga Motors Inc./Taiga Moteurs Inc., Taiga Motors America Inc. and CGGZ Finance Corp. from the heading;

[45] **ORDERS** that forthwith upon the issuance of the Certificate the Initial Order shall be restated to reflect the amendments made by paragraphs [43] and [44] hereof.

### **PROTECTION OF PERSONAL INFORMATION**

[46] **ORDERS** that, pursuant to sub-section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), subsection 18.4 of the *Act respecting the protection of personal information in the private sector* (Québec) or any similar provision of any applicable legislation, the Applicants and the Monitor are authorized and permitted to disclose and transfer to the Investor all human resources and payroll information in the Applicants and the Applicants' records pertaining to their 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 by the Applicants.

### **VALIDITY OF THE TRANSACTIONS**

[47] **ORDERS** that, notwithstanding:

- a) the pendency of these CCAA proceedings;
- b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in respect of the Applicants, ParentCo and any bankruptcy order issued pursuant to any such applications; and
- c) any assignment in bankruptcy made in respect of the Applicants and ParentCo,

the implementation of the Transactions, including the transfer of the Excluded Assets to ParentCo and the transfer of the Excluded Liabilities to ParentCo, and the implementation of the Purchase and Sale Transactions under and pursuant to the Share Purchase Agreement; (i) shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and ParentCo and shall not be void or voidable by creditors of the Applicants and ParentCo, as applicable; (ii) shall not constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal, provincial or territorial legislation; and (iii) shall not constitute nor be deemed to be oppressive or unfairly prejudicial

conduct by the Applicants, ParentCo or the Released Parties (as defined below) pursuant to any applicable federal, provincial or territorial legislation.

## **RELEASES**

- [48] **ORDERS** that at the Effective Time, (i) the present directors, officers and employees of the Applicants (collectively, the **Directors & Officers**); (ii) the Monitor acting in such capacity; and (iii), including in each case their respective directors, officers and employees (the Persons listed in (i), (ii) and (iii) being collectively, the **"Released Parties"**) shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, offer, investment proposal, dealing, statutory declaration under the QBCA and any other applicable administrator of a corporate, partnership or other registry in respect of any of the Applicants as permitted pursuant to the terms of this Order, or other occurrence existing or taking place prior to the Effective Time or completed pursuant to the terms of this Order and/or in connection with the Transactions, in respect of the Applicants or their assets, business or affairs, or prior dealings with the Applicants, wherever or however conducted or governed, the administration and/or management of the Applicants and these proceedings (collectively, the **"Released Claims"**), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to ParentCo or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim against the Released Parties arising from fraud or willful misconduct, nor any claim against the Directors & Officers of the Applicants that is not permitted to be released pursuant to section 5.1(2) of the CCAA.
- [49] **ORDERS** and **DECLARES** that the commencement or prosecution, whether directly, indirectly, derivatively, or otherwise of any Released Claim against the Released Parties or their respective successors and assigns is permanently enjoined and barred.
- [50] **ORDERS** and **DECLARES** that the Directors' Charge (as defined in the Initial Order) shall be terminated as of the Effective Time.

## **THE MONITOR**

- [51] **PRAYS ACT** of the Report.
- [52] **DECLARES** that, subject to other orders of this Court made in these CCAA Proceedings, nothing herein contained shall require the Monitor to occupy or to take control, or to otherwise manage all or any part of the assets of the Applicants. The Monitor shall not, as a result of this Order, be deemed to be in possession of any assets of the Applicants within the meaning of environmental legislation, the whole pursuant to the terms of the CCAA.
- [53] **DECLARES** that the Monitor, its employees and representatives shall not be deemed directors of ParentCo, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising out of or in connection with the gross negligence or willful misconduct of the Monitor.
- [54] **DECLARES** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Monitor or belonging to the same group as the Monitor shall benefit from the protection arising under the present paragraph.
- [55] **ORDERS** that the Monitor may from time to time apply to this Court for advice and directions in connection with the discharge of its respective powers and duties under this Order or any matter related to this Order.

## **GENERAL**

- [56] **ORDERS** that the Purchaser shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances as against the assets of the Applicants.
- [57] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [58] **DECLARES** that the Purchaser shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and, without limitation to the foregoing, an order under Chapter 15 of the *U.S. Bankruptcy Code*, for which the Purchaser shall be the foreign representative of the Taiga Group and its subsidiaries. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to Purchaser as may be deemed necessary or appropriate for that purpose.
- [59] **DECLARES** that the authorization given to the Purchaser to act as foreign representative shall be valid notwithstanding the termination of the CCAA proceedings and the release of the Monitor as Monitor of the CCAA proceedings.

- [60] **REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body in Canada, the United States of America or elsewhere, to give effect to this Order and to assist the Monitor, the Applicants, the Purchaser, 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 Monitor, the Purchaser and the Applicants as may be necessary or desirable to give effect to this Order.
- [61] **ORDERS** the provisional execution of this Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.
- [62] **THE WHOLE WITHOUT COSTS.**

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The Honourable David R. Collier, J.S.C.



**SCHEDULE I**  
**DEFINED TERMS**

**Affiliates** has the meaning given to the term “affiliate” in the *Business Corporations Act* (Québec);

**Anti-Assignment Provision** has the meaning set out in paragraph [30](d) of this Order;

**Application** has the meaning set out in paragraph [1] of this Order;

**BCPPR** has the meaning ascribed to it in paragraph [39] of this Order;

**BIA** has the meaning set out in paragraph [47]b) of this Order;

**Business** means the business carried on by the Taiga Group as it was carried on by the Taiga Group before the CCAA proceedings;

**CCAA** has the meaning set out in paragraph [1] of this Order;

**CCAA Charges** has the meaning set out in paragraph [1] of this Order;

**CCQ** has the meaning set out in paragraph [22] of this Order;

**Certificate** has the meaning set out in paragraph [21] of this Order;

**Claims** means any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, chose in or cause of action, suit, default, assessment, litigation, third party action, arbitral proceeding or proceeding by or before any Person.

**Closing** means the successful completion of the Transactions;

**Closing Date** means (i) a date no later than five (5) Business Days after the conditions set forth in Article 8 of the Share Purchase Agreement have been satisfied (other than the conditions set forth in Article 8 of the Share Purchase Agreement that by their terms are to be satisfied or waived at the Closing) or (ii) such other date agreed to by the Parties in writing; provided that the Closing Date shall be no later than the Outside Date.

**Closing Time** means 12:01 a.m. (Montréal time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

**CGGZ** has the meaning set out in paragraph [6]b) of this Order;

**Contracts** means all pending and executory contracts, agreements, leases, understandings and arrangements (whether oral or written) related to the Business to which any entity of the Taiga Group is a party or under which any of the entities of the Taiga Group have any rights or obligations;

**Court** means the Superior Court of Québec (Commercial Division) in the District of Montréal;

**Directors & Officers** has the meaning set out in paragraph [48] of this Order;

**Effective Time** has the meaning set out in paragraph [22] of this Order;

**Employee** means an individual who is employed by the Taiga Group, whether on a full-time or a part-time basis, whether active or inactive as of the Closing Date, and includes an employee on short term or long term disability leave, workers' compensation leave, pregnancy, parental or sick leave or other statutory or approved leave of absence;

**Encumbrances** means any security interest, lien, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, adverse claim or right of a third party of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing (including any conditional sale or title retention agreement, or any capital or financing lease), other than any Permitted Encumbrance;

**Excluded Assets** means any and all properties, rights, assets and undertakings of the Taiga Group that are listed as "Excluded Assets" on Schedule A of the Share Purchase Agreement, as same may be modified by the Purchaser prior to the Closing Time in accordance with Sections 2.2 and 2.4 of the Share Purchase Agreement;

**Excluded Contracts** means (a) at or prior to the Closing Time, all Contracts that are not Retained Contracts, and (b) following the Closing Time, all Contracts that are not Retained Contracts or Post-Closing Retained Contracts;

**Excluded Liabilities** means any and all Liabilities of the Taiga Group that are not Retained Liabilities;

**Federal Crown** has the meaning set out in paragraph [28] of this Order;

**Filing Date** has the meaning set out in paragraph [28] of this Order;

**Governmental Authority** means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation;

**Initial Order** has the meaning set out in paragraph [5] of this Order;

**Intellectual Property** means any and all intellectual property or similar proprietary rights used or held by the Taiga Group for use in or relating to the Business, including all patents, patent applications, trademarks, industrial designs, trade names, service marks (and all goodwill associated with any of the foregoing), copyrights, technology, software, data and database rights, trade secrets, proprietary information, domain names, know-how and processes and other intellectual property, whether registered or not, throughout the world, in each case, relating to the Retained Assets;

**Legacy Claim** has the meaning set out in paragraph [27]j) of this Order;

**Liability** means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person;

**Monitor** means Deloitte Restructuring Inc., in its capacity as CCAA Court-appointed monitor of the Taiga Group and CGGZ Finance Corp. pursuant to the Initial Order and not in its personal capacity;

**Monitor's Notice** has the meaning set out in paragraph [34]a) of this Order;

**Notice of Assignment** has the meaning set out in paragraph [34]a) of this Order;

**Order** has the meaning set out in paragraph [9] of this Order;

**Outside Date** means November 15, 2024 or such other time as the Purchaser may agree in writing;

**ParentCo** has the meaning set out in paragraph [13] of this Order;

**Permitted Encumbrances** means those Encumbrances set forth in Schedule B to the Share Purchase Agreement;

**Person** means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;

**Post-Closing Assignment Certificate** has the meaning set out in paragraph [36] of this Order;

**Post-Closing Certificate** has the meaning set out in paragraph [37] of this Order;

**Post-Closing Retained Contracts** has the meaning set out in paragraph [37] of this Order;

**Pre-Closing Reorganization** has the meaning set out in paragraph [6]b) of this Order;

**Proposed Post-Closing Assignment** has the meaning set out in paragraph [33] of this Order;

**Proposed Post-Closing Retained Contract** has the meaning set out in paragraph [33] of this Order;

**Provincial Crown** has the meaning set out in paragraph [28] of this Order;

**Purchase and Sale Transactions** has the meaning set out in paragraph [6]a) of this Order;

**Purchased Shares** means all of the shares in the capital of Taiga Corp.;

**Purchaser** has the meaning set out in paragraph [6]a) of this Order;

**QBCA** has the meaning set out in paragraph [19] of this Order;

**Released Claims** has the meaning set out in paragraph [48] of this Order;

**Released Parties** has the meaning set out in paragraph [48] of this Order;

**Report** has the meaning set out in paragraph [1] of this Order;

**Retained Assets** means all properties, rights, assets, and undertakings of the Taiga Group, including the Intellectual Property, that are not Excluded Assets at the Closing Time;

**Retained Contracts** means the Contracts listed on Schedule D to the Share Purchase Agreement, as same may be modified by the Purchaser prior to the Closing Time in accordance with Section 2.3 of the Share Purchase Agreement;

**Retained Contract Counterparty** has the meaning set out in paragraph [30] of this Order;

**Retained Employees** means the Employees listed on Schedule E to the Share Purchase Agreement, as well as any other Employees designated by the Purchaser prior to the Closing Time;

**Retained Liabilities** means:

- (a) all debts, liabilities and obligations with respect to Retained Employees along with any unpaid vacations owed to such Retained Employees;
- (b) any other Liabilities designated as Retained Liabilities by the Purchaser on Schedule F to the Share Purchase Agreement prior to the Closing Time;

**RPMRR** has the meaning set out in paragraph [39] of this Order;

**Share Purchase Agreement** has the meaning set out in paragraph [6]a) of this Order;

**Steps Memo** has the meaning set out in paragraph [6]b) of this Order;

**Taiga Corp.** has the meaning set out in paragraph [6]a) of this Order;

**Taiga Group** has the meaning set out in paragraph [6]a) of this Order;

**Taiga Inc.** has the meaning set out in paragraph [6]a) of this Order;

**Taiga USA** has the meaning set out in paragraph [6]a) of this Order;

**Transactions** has the meaning set out in paragraph [6] of this Order.

**SCHEDULE II**  
**PRE-CLOSING REORGANIZATION**

This document lists the steps to be implemented in the course of the acquisition, by Stewart Wilkinson (the “**Purchaser**”) of all of the issued and outstanding shares of Taiga Motors Corporation (“**Taiga Corp.**”) by way of a series of transactions implemented (collectively, the “**Transactions**”) pursuant to an approval and reverse vesting order (the “**RVO**”) of the Superior Court of Québec (Commercial Division) in the District of Montréal (the “**Court**”) made in the *Companies' Creditors Arrangement Act* proceedings of Taiga Corp., Taiga Motors Inc. (“**Taiga Inc.**”), Taiga Motors America Inc. (“**Taiga USA**”) and CGGZ Finance Corp. (“**CGGZ**”).

The date and sequence of the steps below shall remain subject, until closing of the Transactions, to non-material modifications (notably with respect to the date and sequence of each step) that have been approved by Deloitte Restructuring inc., acting in its capacity as Court-appointed monitor in the present CCAA Proceedings (as defined below).

\$ means Canadian dollars, unless otherwise stated.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in: (i) the Share Purchase Agreement dated as of October 7, 2024 (the “**SPA**”) between the Purchaser, Taiga Corp., Taiga Inc., Taiga USA, CGGZ and 9526-1624 Québec Inc. (“**ParentCo**”) (the “**Parties**”), and (ii) the Initial Order under the *Companies' Creditors Arrangement Act* dated as of July 10, 2024 (the “**CCAA Proceedings**”) from the Court.

**TRANSACTION STEPS**

*Note: Please refer to the charts attached for a simplified presentation of the following steps.*

**A. Incorporation of ParentCo (before execution of the SPA)**

1. Taiga Corp. incorporates ParentCo under the Business Corporations Act (Québec), with authorized share capital consisting of a class of voting and fully participating common shares.
2. Following the incorporation of ParentCo, Taiga Corp. subscribes for 1 common share of ParentCo for \$1.
3. The RVO would add ParentCo as a party to the CCAA Proceedings and authorize and approve the Transaction steps referred to below.

**B. Application for the AMF Partial Revocation Order**

4. Taiga Corp. applies for the AMF Partial Revocation Order.

## **C. SPA**

5. Parties execute the SPA for (i) the purchase by the Purchaser of all of the issued and outstanding shares of Taiga Corp. ("Purchased Shares") from ParentCo, in consideration of the Purchase Price consisting of: (a) the Cash Purchase Price and (b) the undertaking of the Purchaser to cause Taiga Inc. to execute a definitive loan agreement reflecting the EDC Retained Liabilities (which are reduced by the Cash Purchase Price). The SPA will be the master transaction agreement under which the following steps will either be a condition precedent to Closing or legal transactions to be entered into in the order in which they appear.

The SPA transactions are conditional upon (i) obtaining the Approval and Reverse Vesting Order; and (ii) the AMF shall have issued the AMF Partial Revocation Order and the AMF Definitive Revocation Orders.

## **D. Application for the Approval and Reverse Vesting Order**

6. Taiga Corp. applies to the Court for the Approval and Reverse Vesting Order.
7. Approval and Reverse Vesting Order is obtained.

## **E. Granting of the AMF Partial Revocation Order**

8. Taiga Corp. files the Approval Vesting Order with the AMF.
9. The AMF Partial Revocation Order is issued to allow the Pre-Closing Reorganization to proceed.

## **F. Steps to be implemented at least one day before the Closing Date**

10. CGGZ purchases for cancellation 33 333 333 Class B common shares held by Taiga Corp. in the capital of CGGZ for a consideration of 1\$. Following this step, Taiga Corp. holds 1 Class A common share in the capital of CGGZ.
11. Taiga Corp. transfers to Taiga Inc. the share it owns in CGGZ (i.e. 1 Class A common share), payable with the issuance of 100 additional common shares of the capital stock of Taiga Inc.
12. CGGZ is wound-up in Taiga Inc. pursuant to subsection 88(1) of the ITA.
13. The Purchased Shares are exchanged for 31,825,716 new common shares of ParentCo on a one-for-one basis pursuant to the RVO and therefore, ParentCo will thereafter hold all of the Purchased Shares of Taiga Corp., and each of the former shareholders of Taiga Corp. (including the public) will hold one common share of ParentCo for each Purchased Shares of Taiga Corp. owned by such shareholders. Simultaneously, the common share held by Taiga Corp. in the capital of ParentCo is canceled.

14. All of the issued and outstanding options, warrants and convertible debenture of Taiga Corp. and any other securities convertible into or exercisable for shares of Taiga Corp. are canceled for no consideration pursuant to the RVO.
15. In accordance with the RVO: (a) Taiga Corp. transfers all of its Excluded Assets to ParentCo for a promissory note having a principal amount of 1\$ ("Note #1"), (b) Taiga Corp. transfers all of its Excluded Liabilities to ParentCo in consideration of the cancellation of the Note #1, (c) Taiga Inc. transfers all of its Excluded Assets to ParentCo for a promissory note having a principal amount of 1\$ ("Note #2"), (d) Taiga Inc. transfers all of its Excluded Liabilities to ParentCo in consideration of the cancellation of the Note #2, (e) Taiga USA transfers all of its Excluded Assets to ParentCo for a promissory note having a principal amount of 1\$ ("Note #3") and (f) Taiga USA transfers all of its Excluded Liabilities to ParentCo in consideration of the cancellation of the Note #3. It is intended that novation of the Excluded Liabilities to ParentCo be affected. As a result of this novation and assignment of Excluded Liabilities to ParentCo and the RVO, Taiga Corp., Taiga Inc. and Taiga USA are discharged of all their obligations under the Excluded Liabilities.

#### **G. Granting of the AMF Definitive Revocation Orders**

16. Taiga Corp. applies for the AMF Definitive Revocation Orders.
17. The AMF Definitive Revocation Orders are issued revoking the Cease Trade Order and revoking the reporting issuer status of Taiga Corp.

#### **H. Steps to be implemented on the Closing Date**

18. The Purchaser acquires the Purchased Shares of Taiga Corp. from ParentCo for the Purchase Price in accordance with the SPA.

#### **I. Post Closing:**

19. Taiga Corp. files an election under subsection 89(1) of the ITA and 570(o) of the Taxation Act (Québec) to cease to be a public corporation.
20. Upon receipt of the notices of assessment from the Canada Revenue Agency and Revenu Québec for the year during which the winding-up is performed, CGGZ is formally dissolved.



**SCHEDULE III**  
**FORM OF CERTIFICATE OF THE MONITOR**

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

**SUPERIOR COURT**  
Commercial Division

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**File No: 500-11-064357-243**

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

**TAIGA MOTORS CORPORATION/CORPORATION  
MOTEURS TAIGA**

-and-

**TAIGA MOTORS INC./ MOTEURS TAIGA INC.**

-and-

**TAIGA MOTORS AMERICA INC.**

-and-

**CGGZ FINANCE CORP.**

-and-

**9526-1624 QUÉBEC INC.**

Applicants/Debtors

-and-

**DELOITTE RESTRUCTURING INC.**

Monitor

**CERTIFICATE OF THE MONITOR**

**RECITALS:**

- A. Pursuant to an Order of the Superior Court of Québec (Commercial Division) (the "**Court**") dated July 10, 2024, the Applicants commenced proceedings pursuant to the *Companies' Creditors Arrangement Act* (Canada) and Deloitte Restructuring Inc. was appointed as monitor of the Applicants (the "**Monitor**") in those proceedings.
- B. Pursuant to an Order of the Court dated • (the "**Approval and Reverse Vesting Order**"), the Court approved the share purchase agreement dated • (the "**Purchase Agreement**") among Mr. Stewart Wilkinson, as purchaser (the "**Purchaser**"), Taiga Motors Corporation, Taiga Motors Inc., Taiga Motors America Inc., CGGZ Finance Corp. and 9526-1624 Québec Inc. ("**ParentCo**"), including the Pre-Closing

Reorganization steps described in Schedule II to the Approval and Reverse Vesting Order and further added ParentCo as Applicant in these proceedings.

- C. Unless otherwise indicated herein, capitalized terms used herein have the meanings given in the Purchase Agreement.

**THE MONITOR CERTIFIES** the following:

1. The Parties to the Purchase Agreement have confirmed to the Monitor that the conditions to Closing set forth in the Purchase Agreement have been satisfied or waived by the Parties.
2. The Parties to the Pre-Closing Reorganization have confirmed that the transactions described in Schedule II to the Approval and Reverse Vesting Order (the Pre-Closing Reorganization steps) have been completed, satisfied or waived by the Parties.
3. The Parties to the Purchase Agreement have confirmed to the Monitor that the Purchase Price was satisfied.
4. The Parties to the Transaction have confirmed to the Monitor that the closing has occurred.
5. This Certificate was issued by the Monitor at \_\_\_\_\_ **[time]** on \_\_\_\_\_ **[date]**.

Deloitte Restructuring Inc., in its capacity as  
Monitor of the Applicants, and not in its  
personal capacity.

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**SCHEDULE IV  
REGISTRATIONS TO BE DISCHARGED**

- Québec (RDPRM) :

Numéro d'inscription	Constituant	Titulaire	Date d'inscription	Nature de l'inscription
23-0332696-0001	MOTEURS TAIGA INC. TAIGA MOTORS INC.	NORTHERN PRIVATE CAPITAL FUND I LIMITED PARTNERSHIP	23 mars 2023	hypothèque conventionnelle sans dépossession
23-0332682-0001	MOTEURS TAIGA INC. TAIGA MOTORS INC.	INVESTISSEMENT QUÉBEC	23 mars 2023	hypothèque conventionnelle sans dépossession
23-0332662-0001	MOTEURS TAIGA INC. TAIGA MOTORS INC.	NPC TAIGA CO-INVESTMENT LIMITED PARTNERSHIP	23 mars 2023	hypothèque conventionnelle sans dépossession
23-0332652-0001	MOTEURS TAIGA INC. TAIGA MOTORS INC.	NORTHERN PRIVATE CAPITAL FUND I NON-RESIDENT LIMITED PARTNERSHIP	23 mars 2023	hypothèque conventionnelle sans dépossession
22-1407706-0001	MOTEURS TAIGA INC.	Sa Majesté Le Roi du Chef du Canada	20 décembre 2022	hypothèque conventionnelle sans dépossession

- British-Columbia (PPSA) :

Registration number and date	Secured Party	Debtor	Registration type and collateral
428765P March 22, 2023	Northern Private Capital Fund I Limited Partnership	TAIGA MOTORS CORPORATION	Financing Statement re PPSA Security; Vehicle Collateral: Nil.  General Collateral: ALL OF THE PRESENTLY OWNED OR HELD AND AFTER ACQUIRED OR HELD PERSONAL PROPERTY OF THE DEBTOR OF WHATSOEVER NATURE OR KIND AND WHERESOEVER SITUATE, AND ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR
428786P March 22, 2023	Northern Private Capital Fund I Non-Resident Limited Partnership	TAIGA MOTORS CORPORATION	Financing Statement re PPSA Security; Vehicle Collateral: Nil.  General Collateral: ALL OF THE PRESENTLY OWNED OR HELD AND AFTER ACQUIRED OR HELD PERSONAL PROPERTY OF THE DEBTOR OF WHATSOEVER NATURE OR KIND AND

Registration number and date	Secured Party	Debtor	Registration type and collateral
			<p>WHERESOEVER SITUATE, AND ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR</p>
<p>428793P March 22, 2023</p>	<p>NPC Taiga Co- Investment Limited Partnership</p>	<p>TAIGA MOTORS CORPORATION</p>	<p>Financing Statement re PPSA Security; Vehicle Collateral: Nil.</p> <p>General Collateral: ALL OF THE PRESENTLY OWNED OR HELD AND AFTER ACQUIRED OR HELD PERSONAL PROPERTY OF THE DEBTOR OF WHATSOEVER NATURE OR KIND AND WHATSOEVER SITUATE, AND ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR</p>
<p>430097P March 23, 2023</p>	<p>Investissement Quebec</p>	<p>TAIGA MOTORS CORPORATION</p>	<p>Financing Statement re PPSA Security; Vehicle Collateral: Nil.</p> <p>General Collateral: ALL OF THE PRESENTLY OWNED OR HELD AND AFTER ACQUIRED OR HELD PERSONAL PROPERTY OF THE DEBTOR OF WHATSOEVER NATURE OR KIND AND WHATSOEVER SITUATE, AND ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR</p>

**SCHEDULE V**  
**DRAFT NOTICE OF A PROPOSED POST-CLOSING ASSIGNMENT**

Date: [●]

To: [●] (“you”)

**Re: In the matter of the *Companies’ Creditors Arrangement Act* (the “CCAA”) of 9526-1624 Québec Inc.  
Superior Court, District of Montreal, No. 500-11-064357-243**

We act as the Monitor of 9526-1624 Québec Inc. (the “**Debtor**”) under the CCAA.

We refer to the attached Approval and Vesting Order dated [●] rendered by the Superior Court of Québec, District of Montreal in Court File No. 500-11-064357-243 (the “**Order**”) and the following agreement(s) (the “**Agreement**”) to which you and the Debtor are parties:

- [●].

We have been notified by the Purchaser, Mr. Stewart Wilkinson, that he seeks the post-closing assignment of the rights, benefits, obligations and interests of the Debtor under the Agreement to [●] and we have approved such assignment as the Monitor of the Debtor (the “**Proposed Post-Closing Assignment**”).

If you oppose the Proposed Post-Closing Assignment, you must inform the Monitor in writing of your grounds for opposition at the latest 15 days after the receipt of this notice, failing which the rights, benefits, obligations and interests of the Debtor under the Agreement shall be automatically and irrevocably assigned to [●] without any further consents or approvals.

If you agree with the Proposed Post-Closing Assignment you have nothing to do. The rights, benefits, obligations and interests of the Debtor under the Agreement will be automatically and irrevocably assigned to [●] 15 days following the receipt of this notice.

More information can be obtained on these restructuring proceedings at: [Taiga Motors Corporation \(deloitte.ca\)](http://TaigaMotorsCorporation.deloitte.ca).

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**DELOITTE RESTRUCTURING INC.**, in  
its capacity as Monitor of the Debtor, and  
not in its personal capacity.

**SCHEDULE VI**  
**DRAFT POST-CLOSING ASSIGNMENT CERTIFICATE**

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

**SUPERIOR COURT**  
Commercial Division

**File No: 500-11-064357-243**

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

**9526-1624 QUÉBEC INC.**

Applicant/Debtor

-and-

**DELOITTE RESTRUCTURING INC.**

Monitor

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**POST-CLOSING ASSIGNMENT CERTIFICATE**

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**RECITALS:**

On [●], the Superior Court of Québec, District of Montréal, issued an Approval and Reverse Vesting Order in Court File No. 500-11-064357-243 (the "**Order**"), which orders the issuance and filing by the Monitor of this Post-Closing Assignment Certificate.

**THE MONITOR CERTIFIES** the following:

6. The Monitor has received copy of a notice in writing from the Purchaser, Mr. Stewart Wilkinson, to 9526-1624 Québec Inc. (the "**Debtor**"), within 60 days of Closing Time that it seeks the post-closing assignment of the rights, benefits, obligations and interests of the Debtor to [●] under the following Agreement(s) to which the Debtor is party: [●] (the "**Proposed Post-Closing Assignment**" and the "**Proposed Post-Closing Retained Contracts**").
7. The Monitor has reviewed and approved the Proposed Post-Closing Assignment.
8. The Monitor has sent one or more Notices of Assignment to the parties to the Proposed Post-Closing Retained Contracts.
9. No party to the Proposed Post-Closing Retained Contracts has notified the Monitor of an opposition to the Proposed Post-Closing Assignment within 15 days of the receipt of the Notice of Assignment.

10. This Post-Closing Assignment Certificate was issued by the Monitor at \_\_\_\_\_  
**[time]** on \_\_\_\_\_ **[date]**.

**Deloitte Restructuring Inc.**, in its capacity as  
Monitor of the Debtor, and not in its personal  
capacity.

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**SCHEDULE VII**  
**DRAFT POST-CLOSING CERTIFICATE**

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

**SUPERIOR COURT**  
Commercial Division

**File No: 500-11-064357-243**

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

**9526-1624 QUÉBEC INC.**

Applicant/Debtor

-and-

**DELOITTE RESTRUCTURING INC.**

Monitor

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**POST-CLOSING CERTIFICATE**

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**RECITALS:**

On [●], the Superior Court of Québec, District of Montréal, issued an Approval and Reverse Vesting Order in Court File No. 500-11-064357-243 (the "**Order**"), which orders the issuance and filing by the Monitor of this Post-Closing Certificate. Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Order.

The Monitor issues the Post-Closing Certificate pursuant to the terms of the Order.

**THE MONITOR CERTIFIES** the following:

11. This Post-Closing Certificate was issued by the Monitor at \_\_\_\_\_ **[time]** on \_\_\_\_\_ **[date]**.

Deloitte Restructuring Inc., in its capacity as  
Monitor of the Debtor and not in its personal  
capacity.

**Name:** \_\_\_\_\_



**Title:** \_\_\_\_\_