FORCE FILED

VANCOUVER JUN 04 2025 REGISTRY

NO. S-253695
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
TITANIUM AUTOGROUP LTD.

BETWEEN:

THE TORONTO-DOMINION BANK

APPLICANT

AND:

TITANIUM AUTOGROUP LTD.

RESPONDENT

NOTICE OF APPLICATION

Name of applicant: **The Toronto-Dominion Bank** ("**TD**" or the "**Applicant**")

To: The service list.

TAKE NOTICE that an application will be made by the Applicant to the presiding judge at the courthouse at 800 Smithe Street, Vancouver, British Columbia on 10/JUNE/2025 at 10:00AM for the orders set out in Part 1 below.

The Applicant estimates that the application will take 60 minutes.

☐ This matter is within the jurisdiction of an associate judge.

☒ This matter is not within the jurisdiction of an associate judge.

Part 1: ORDERS SOUGHT

1. an order abridging the time for service and filing of this notice of application and, if necessary, the application record and validating service thereof; and

2. an order, substantially in the form attached hereto as **Schedule "A"** (the "**Receivership Order**") appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and property of Titanium Autogroup Ltd. (the "**Debtor**"), including all proceeds thereof, but excluding the BNS

Priority Collateral (as defined in the first affidavit of Amanda Bezner, affirmed May 14, 2025) (the "**Property**").

Part 2: FACTUAL BASIS

The Parties & Background

3. The Toronto-Dominion Bank ("**TD**" or the "**Bank**") is a Canadian chartered bank with offices throughout Canada, including Vancouver, British Columbia.

4. Titanium is a privately-held company incorporated pursuant to the laws of the Province of British Columbia, with a registered and records office address at 1750-1055 Georgia Street, Vancouver, BC, V6E 3P3.

5. The director of Titanium is Derek Thomas Scherk ("**D. Scherk**") residing in British Columbia.

6. The officers of Titanium are D. Scherk, acting as president, and Jessica Phan ("**J. Phan**") acting as secretary, each residing in British Columbia.

7. Titanium was in the business of maintaining, storing and selling used motor vehicles in Canada.

8. Titanium also maintains, stores and sells select used vehicles in the United States at TD-approved auction houses.

9. In Canada, Titanium operates out of various locations in Langley, British Columbia.

Loan and Security Documents

10. In order to enable Titanium to operate its business, pursuant to an automotive lending agreement, dated August 24, 2023, between TD and Titanium, as amended by an amendment, dated January 29, 2024 (collectively, the "**Loan Agreement**"), TD agreed to extend various credit facilities to Titanium including demand floor plan finance facilities.

11. As security for Titanium's obligations under the Loan Agreement, Titanium granted, among other items, in favour of TD: (i) a general security agreement, dated December 12, 2022, in all of Titanium's present and after-acquired personal property; and (ii) a US general security agreement, dated November 20, 2023, in all of Titanium's present and after-acquired personal property.

12. Pursuant to limited guarantees in the amount of up to $500,000.00 plus costs, expenses, and interest, D. Scherk and J. Phan (collectively, the "**Guarantors**") guaranteed payment to TD of all present and future debts and liabilities due or owing to TD by Titanium.

13. Search results conducted on or about May 1 and 2, 2025 in respect of Titanium, J. Phan, and D. Scherk under the applicable personal property lien registries (each, a "**PPR**") in British Columbia, Alberta, and the state of Washington indicate that TD has registered a security interest against all of Titanium's present and after-acquired personal property in both the British Columbia PPR and with the Secretary of State pursuant to the Uniform Commercial Code in the state of Washington.

Financial Difficulties, Indebtedness and Demand

14. Since the end of 2024, Titanium has been experiencing financial issues and challenges.

15. The Bank made numerous unsuccessful attempts to contact Titanium to discuss operations and to visit and access the physical locations where Titanium conducts its business to examine its collateral.

16. Titanium has also completely shut down its business and stopped operating without any notification to the Bank. The following message is displayed on the Titanium website: *"Thank you for all the years of support! Due to the increasingly difficult economy & trade tariffs, Titanium was forced to close our doors. Thank you for letting us be your #1 location for premium pre-owned vehicles in Western Canada for the past 7 years!"*

17. On May 12, 2025, TD issued demand for payment on Titanium and the Guarantors. The Titanium demand was accompanied by a notice of intention to enforce security pursuant to section 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**").

18. On May 13, 2025, counsel to Titanium returned a signed Consent and Waiver dated May 13, 2025 consenting to the immediate enforcement by TD of TD's security.

The Interim Receivership

19. Due to the apparent risks faced by TD and its collateral, TD urgently sought the appointment of an interim receiver in order to: (i) assess the current state of Titanium's business; (ii) examine its collateral, primarily the motor vehicles (collectively, the "**Motor Vehicles**"); (iii) secure the Motor Vehicles and prevent the potential dissipation of assets; and (iv) assess next steps in terms of marketing the assets of Titanium or otherwise monetize the Motor Vehicles.

20. On May 14, 2025, the Supreme Court of British Columbia (the "**Court**") issued an order (the "**Interim Receivership Order**") appointing Deloitte as interim receiver (the "**Interim Receiver**") of the Property, for the purposes of and to the extent authorized by the Interim Receivership Order, until the earliest of:

(a) the taking possession of the Property by a receiver, within the meaning of subsection 243(2) of the BIA;

(b) the taking of possession of the Property by a trustee in bankruptcy; or

(c) the expiry of 30 days after the day on which the Interim Receiver was appointed or any other period which may be specified by this Court.

21. Since the Interim Receiver's appointment, the Interim Receiver has, among other things:

(a) investigated Titanium's operating locations;

(b) changed the locks and secured all of the keys for Titanium's operating locations;

(c) taken inventory of the existing Motor Vehicles;

(d) reduced expenses;

(e) engaged in regular communications with D. Scherk and J. Phan regarding the Motor Vehicles, Titanium's business, accounts, and books and records;

(f) communicated with various stakeholders including auction houses, landlords, suppliers and customers; and

(g) reviewed Titanium's books and records that the Interim Receiver has received.

22. The activities of the Interim Receiver will be further set out in the first report of the Interim Receiver and are consistent with its mandate pursuant to the Interim Receivership Order.

Appointing the Receiver

23. Deloitte's appointment as Interim Receiver pursuant to the Interim Receivership Order was intended to be temporary and was required in order to stabilize and secure the Property.

24. In contrast to the Interim Receivership Order, the proposed receivership order being sought does not include a time limitation regarding the duration of the proposed receivership order. It also includes, among other things, authorizations for the Receiver to (i) market and sell the Property, (ii) manage, operate and carry on the business of

Titanium, and (iii) cease to perform any contracts of Titanium, all of which were not included in the Interim Receivership Order.

25. TD has consulted with Deloitte, concerning the proposed receivership order, and Deloitte is supportive of the terms of the proposed receivership order.

Part 3: LEGAL BASIS

The Court may Appoint a Receiver

26. Subsection 243(1) of the BIA provides the court with jurisdiction to appoint a receiver where it is "just or convenient to do so." Subsections 243(1) to (1.1) provides as follows:

> **Court may appoint receiver**
>
> 243 (1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:
>
> (a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
>
> (b) exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or
>
> (c) take any other action that the court considers advisable.
>
> **BIA, s. 243(1).**

> **Restriction on appointment of receiver**
>
> (1.1) In the case of an insolvent person in respect of whose property a notice is to be sent under subsection 244(1), the court may not appoint a receiver under subsection (1) before the expiry of 10 days after the day on which the secured creditor sends the notice unless
>
> (a) the insolvent person consents to an earlier enforcement under subsection 244(2); or
>
> (b) the court considers it appropriate to appoint a receiver before then.
>
> **BIA, s. 243(1.1).**

27. TD is a secured creditor of Titanium with a registered security interest in the PPR (British Columbia) and pursuant to the Uniform Commercial Code in the state of Washington. As such, it is permitted to bring the within application to appoint a receiver under subsection 243(1) of the BIA. Such appointment is not precluded by subsection 243(1.1) of the BIA, as a notice of intention to enforce security had been delivered in accordance with section 244 of the BIA.

28. The technical requirements enumerated under the BIA for the appointment of a receiver are also satisfied.

(a) ***Titanium's Locality is British Columbia***

29. Where an application is brought for the appointment of a receiver under subsection 243(1) of the BIA, subsection 243(5) requires that it be filed in "a court having jurisdiction in the judicial district of the locality of the debtor." Section 2 of the BIA defines the "locality of a debtor" as the principal place: "(a) where the debtor has carried on business during the year immediately preceding the date of the initial bankruptcy event, (b) where the debtor has resided during the year immediately preceding the date of the initial bankruptcy event, or (c) in cases not coming within paragraph (a) or (b), where the greater portion of the property of the debtor is situated."

BIA, s. 243(5).
BIA, s. 2.

30. Titanium is located in British Columbia and is registered under the laws of the Province of British Columbia. Titanium's principal place of business is British Columbia and the majority of Titanium's Property is located in British Columbia. Titanium's locality is British Columbia and this application is properly brought before the Supreme Court of British Columbia.

(b) ***The Receiver is a Trustee under the BIA***

31. Under section 243(4) of the BIA, only a "trustee" may be appointed as receiver under the BIA. Deloitte is a trustee under the BIA and is qualified to act as such.

BIA, s. 243(4).

The Receiver's Appointment is Just and Convenient

32. In determining whether it is just or convenient to appoint the proposed Receiver under subsection 243(1) of the BIA, the court must have regard to "all of the circumstances but in particular the nature of the property and the rights and interests of all parties in relation thereto."

***Bank of Nova Scotia v. Freure Village of Clair Creek*, 1996 CanLII 8258 (ONSC) [*Freure*] at para. 10.**
***Bank of Montreal v. Carnival National Leasing Limited*, 2011 ONSC 1007 [*Carnival*] at para. 24.**
***Elleway Acquisitions Limited v. The Cruise Professionals Limited*, 2013 ONSC 6866 [*Elleway*] at para. 26.**
***Bank of Montreal v. Sherco Properties Inc.*, 2013 ONSC 7023 [*Sherco*] at para. 41.**

33. Although the appointment of a receiver has traditionally been considered an extraordinary remedy, its now well established that "its extraordinary nature is significantly reduced when dealing with a secured creditor who has the right to a receivership under its security arrangements."

***BCIMC Construction Fund Corporation et al. v. The Clover on Yonge Inc.*, 2020 ONSC 1953 [*BCIMC*] at para. 43.**

34. In such circumstances, the burden on the applicant secured creditor is relaxed as the applicant is simply seeking to enforce a term of an agreement assented to by the parties.

***Sherco* at para. 42.**

35. The courts have considered numerous factors which have been historically taken into account in the determination of whether it is appropriate to appoint a receiver. This includes:

(a) whether irreparable harm might be caused if no order is made, although as stated above, it is not essential for a creditor to establish irreparable harm if a receiver is not appointed where the appointment is authorized by the security documentation;

(b) the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of assets while litigation takes place;

(c) the nature of the property;

(d) the apprehended or actual waste of the debtor's assets;

(e) the preservation and protection of the property pending judicial resolution;

(f) the balance of convenience to the parties;

(g) fact that the creditor has a right to appointment under the loan documentation;

(h) the enforcement of rights under a security instrument where the security-holder encounters or expects to encounter difficulties with the debtor;

(i) the principle that the appointment of a receiver should be granted cautiously;

(j) the consideration of whether a court appointment is necessary to enable the receiver to carry out its duties efficiently;

(k) the effect of the order upon the parties;

(l) the conduct of the parties;

(m) the length of time that a receiver may be in place;

(n) the cost to the parties;

(o) the likelihood of maximizing return to the parties; and

(p) the goal of facilitating the duties of the receiver.

***iSpan Systems LP*, 2023 ONSC 6212 at para. 32.**

36. These factors are not a checklist but a collection of considerations to be viewed holistically in an assessment as to whether, in all the circumstances, the appointment of a receiver is just or convenient.

***Pandion Mine Finance Fund LP v. Otso Gold Corp.*, 2022 BCSC 136 at para. 54.**

37. There is no requirement for the Bank to establish that it will suffer irreparable harm if the Receiver is not appointed.

***Freure*, at para. 10.**
***Carnival*, at paras. 24 and 28.**

38. In the current circumstances, Deloitte has also already been appointed as the Interim Receiver pursuant to the Interim Receivership Order.

39. Further, granting the Receivership Order is just and convenient in the circumstances. Among other things:

(a) the Court previously found that the appointment of the Interim Receiver was appropriate in the circumstances, which circumstances have not materially changed;

(b) Titanium continues to be in default of its obligations under the Loan Agreement;

(c) the general security agreement dated December 12, 2022, granted by Titanium, in favour of TD, contains a contractual right to the appointment of a receiver at section 12(a)(xxii);

(d) given that TD's collateral consists of motor vehicles that are readily moveable and depreciating, TD is highly concerned that the collateral may dissipate, be moved away from known locations or transferred out of the ordinary course;

(e) the receivership will provide for the continued management and oversight by the proposed Receiver over Titanium, its Property and its operations;

(f) the Interim Receiver has been and the Receiver will continue to work with management, to the extent it requires, to further familiarize itself with Titanium's operations;

(g) TD has consulted with Deloitte, concerning the proposed receivership order, and Deloitte is supportive of the conversion of its appointment from interim receiver to receiver; and

(h) Deloitte is qualified and prepared to act as Receiver, if so appointed, and is supportive of the terms of the proposed receivership order.

40. Further, given Titanium has ceased operations, it is necessary for the Receiver, with the power to market and sell the Property, to realize on the Property in an orderly and efficient manner for the benefit of all creditors.

41. The proposed receivership order is substantially similar to the terms of the British Columbia model order and is appropriate in the circumstances.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #2 of Amanda Bezner, made 04/06/2025

2. Affidavit #1 of Amanda, made 14/05/2025

3. Affidavit #1 of Avic Arenas, made 14/05/2025

4. Such other material as counsel may advise and this Court may admit.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days of service of this Notice of Application,

(a) file an Application Response in Form 33,

(b) file the original of every affidavit, and of every other document, that

(i) you intend to refer to at the hearing of this application, and

(ii) has not already been filed in the proceeding, and

(c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:

(i) a copy of the filed Application Response;

(ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

(iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: 04/JUNE/2025

Signature of lawyer for applicant
Eamonn Watson

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs _____ of Part 1 of this Notice of Application

☐ with the following variations and additional terms:

_____

_____

_____

Date:

Signature of ☐ Judge ☐ Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

☐ discovery: comply with demand for documents

☐ discovery: production of additional documents

☐ other matters concerning document discovery

- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

SCHEDULE "A"

NO. S-253695
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
TITANIUM AUTOGROUP LTD.

BETWEEN:

THE TORONTO-DOMINION BANK

APPLICANT

AND:

TITANIUM AUTOGROUP LTD.

RESPONDENT

ORDER MADE AFTER APPLICATION

BEFORE	THE HONOURABLE JUSTICE COVAL		10/JUNE/2025

ON THE APPLICATION of The Toronto-Dominion Bank (the "**Applicant**"), ON SHORT NOTICE, for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") or Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "**LEA**") converting the appointment of Deloitte Restructuring Inc., in its capacity as the court appointed interim receiver pursuant to an order, dated May 14, 2025 (the "**Interim Receivership Order**"), to its appointment as receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and property of Titanium Autogroup Ltd. (the "**Debtor**"), including all proceeds thereof, but excluding the BNS Priority Collateral (as defined in the first affidavit of Amanda Bezner, affirmed May 14, 2025) (the "**Property**") acquired for, or used in relation to a business carried on by the Debtor, coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Affidavit #2 of Amanda Bezner affirmed June 4, 2025 and the consent of Deloitte Restructuring Inc. to act as the Receiver; AND ON HEARING Eamonn Watson, counsel for the Applicant and other counsel as listed on Schedule "A" hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

SERVICE

1. The time for service of the Notice of Application and supporting materials is hereby abridged such that the Notice of Application is properly returnable today and service thereof upon any interested party, other than those parties on the Service List attached and Schedule "A" to the Notice of Application, is hereby dispensed with.

APPOINTMENT

2. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, Deloitte Restructuring Inc. is appointed Receiver, without security, of all of the assets, undertakings and property of the Debtor, including all proceeds, but excluding the BNS Priority Collateral as defined in the first affidavit of Amanda Bezner, affirmed May 14, 2025 (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

   (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;

   (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;

   (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

   (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;

   (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor and maintain or preserve the Property or any part or parts thereof;

   (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting these amounts, including, without limitation, enforcement of any security held by the Debtor;

   (g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtor, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

(i) without the approval of this Court in respect of any transaction, including the sale and purchase of vehicles or parts thereof, for consideration up to $150,000, provided that the aggregate consideration for all such transactions does not exceed $1,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtor;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

4. The Debtor shall be prohibited from selling or transferring any Property of their business.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. Each of (i) the Debtor; (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to, and possession of, the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request. Without limiting the foregoing, all Persons shall provide the Receiver with access to the premises of the Debtor located:

20247 Langley Bypass, Langley, British Columbia V3A 6K9

22867 Fraser Hwy, Langley, BC, V2Z 2T3

6. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Property and business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.

7. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 6, 7 or 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.

8. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this

paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

9. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

10. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtor and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

11. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

12. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

13. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are

restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, 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 Receiver 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 Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

15. Subject to the employees' right to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtor, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47.

PERSONAL INFORMATION

16. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

18. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.

19. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:

    (a) before the Receiver's appointment; or,

    (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

20. Notwithstanding anything in federal or provincial law, but subject to paragraph 19 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

21. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:

    (a) any gross negligence or wilful misconduct on its part; or

    (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

    Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

22. The Receiver and its legal counsel are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at

their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

24. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

25. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

26. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

27. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

28. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

29. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

30. The Receiver shall establish and maintain a website in respect of these proceedings at: https://www.insolvencies.deloitte.ca/en-ca/Pages/Titanium-Autogroup.aspx (the "**Website**") and shall post there as soon as practicable:

    (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,

    (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

31. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule B (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.

32. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.

33. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.

34. Notwithstanding paragraph 33 of this Order, service of the Notice of Application and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.

35. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

36. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.

37. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

38. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

39. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

40. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

41. The Applicant shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate and the sale of any of the Property with such priority and at such time as this Court may determine.

42. Endorsement of this Order by counsel appearing on this application other than the Applicant is dispensed with.

THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:

_____

Eamonn Watson

lawyer for Applicant

BY THE COURT

DISTRICT REGISTRAR

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of all of the assets, undertakings and properties of Titanium Autogroup Ltd. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds, but excluding the BNS Priority Collateral as defined in the first affidavit of Amanda Bezner, affirmed May 14, 2025 (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "**Court**") dated the 10th day of June, 2025 (the "**Order**") made in SCBC Action No. _____ and/or SCBC Action No. _____/Estate No. _____ has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2025.

DELOITTE RESTRUCTURING INC., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:
Name:
Title:

Schedule "B"

Demand for Notice

TO: **The Toronto-Dominion Bank**
c/o Dentons Canada LLP
Attention: Valerie Cross & Eamonn Watson
Email: valerie.cross@dentons.com / eamonn.watson@dentons.com

AND TO: **Deloitte Restructuring Inc.**
c/o Owen Bird Law Corporation
Attention: Scott Stephens
Email: sstephens@owenbird.com

Re: **In the matter of the Receivership of Titanium Autogroup Ltd.**

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

   _____

   OR

2. By facsimile, at the following facsimile number (or numbers):

   _____

   OR

3. By mail, at the following address:

   _____

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

_____

_____

Creditor's Contact Phone Number: _____

Action No.

_____

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

AND:

TITANIUM AUTOGROUP LTD.

Respondent

RECEIVERSHIP ORDER

DENTONS CANADA LLP
BARRISTERS & SOLICITORS
250 Howe Street, 20th Floor
Vancouver, BC V6C 3R8
Attention: Valerie Cross & Eamonn Watson
Email: valerie.cross@dentons.com / eamonn.watson@dentons.com