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14, 2026

COURT FILE NUMBER

2501-13057

COURT

COURT OF KING'S BENCH OF ALBERTA

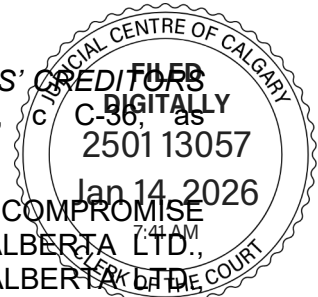
JUDICIAL CENTRE

CALGARY

APPLICANT

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, RSC 1985, c. C-36, as
amended.

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF 2345137 ALBERTA LTD.,
2351497 ALBERTA LTD., 2497902 ALBERTA LTD.,
SUMMIT S AUTO LTD., SUMMIT V AUTO LTD., MK
AUTO K-M LTD., 2437342 ALBERTA LTD., 1972207
ALBERTA LTD., 1175104 B.C. LTD., 1262113 B.C.
LTD., AND 1272986 B.C. LTD., 2412170 ALBERTA
LTD. and 2416326 ALBERTA LTD.



DOCUMENT

VESTING ORDER

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

MILLER THOMSON LLP
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File No.: 0262720.0004

DATE ON WHICH ORDER WAS PRONOUNCED:

January 7, 2026

NAME OF JUSTICE WHO MADE THIS ORDER:

**The Honourable Justice C.
D. Simard**

LOCATION OF HEARING:

Calgary Courts Centre

UPON THE APPLICATION of BDO Canada Limited (“**BDO**”), in its capacity as Court-appointed Monitor in the above-noted proceedings, and 2412170 Alberta Ltd. and 2416326 Alberta Ltd. together o/a Westcastle Chevrolet Buick GMC (the “**Vendors**”) (for an order vesting in the 2672671 Alberta Ltd. (the “**Purchaser**”) (or its nominee) the Vendors’ right, title and interest in and to the purchased assets (the “**Purchased Assets**”) as set out in the following agreements: (i) a purchase and sale agreement between 2412170 Alberta Ltd. as vendor and the Purchaser

as purchaser dated as of September 22, 2025, as amended, restated, supplemented or modified from time to time; (ii) a commercial purchase contract between 2416326 Alberta Ltd. as vendor and the Purchaser as purchaser for the lands legally described as Plan 9311234 Block 4 Lot 5, as amended, restated, supplemented or modified from time to time; and (iii) and a commercial purchase contract between 2416326 Alberta Ltd as vendor and the Purchaser as purchaser for the lands legally described as Plan 9311234 Block 4 Lot 6, as amended, restated, supplemented or modified from time to time (collectively, "**Sale Agreements**");

AND UPON having read the Fourth Report of the Monitor dated January 5, 2026, and the Affidavit of Service of Marica Ceko, sworn January 6, 2026;

AND UPON HEARING the submissions of counsel for BDO Canada Limited (the "**Monitor**") and any other interested parties that may be present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed,

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

CAPITALIZED TERMS

2. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to such terms in the Sale Agreements.

VESTING OF PROPERTY

3. Upon delivery of a Monitor's certificate to the Purchaser substantially in the form set out in Schedule "A" hereto (the "**Monitor's Certificate**"), all of the Vendors' right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee) free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have

attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or changes created by any Orders of the Court of King's Bench of Alberta;
- (b) any charges or security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Alberta) and Personal Property Security Act (British Columbia) or any other personal property registry system; and
- (c) any liens or claims of lien under the *Prompt Payment and Construction Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "B"** hereto;

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances set out on **Schedule "C"** hereto) and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "Governmental Authorities") are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser (or its nominee) clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel existing Certificate of Title No. 231 333 705 and Certificate of Title No. 221 274 419 for those lands and premises municipally described as 1038 Macleod Street and 1100 Waterton Avenue, Pincher Creek, Alberta, and legally described as:

PLAN 9311234
BLOCK 4
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 9311234
BLOCK 4
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.932 HECTARES (2.3 ACRES) MORE OR LESS

(the "**Lands**")

- (ii) issue new Certificates of Title for the Lands in the name of the Purchaser (or its nominee);
 - (iii) transfer to the new Certificates of Title the existing instruments listed in **Schedule "C"** to this Order; and
 - (iv) discharge, expunge, and remove from the registration queue the Encumbrances listed in **Schedule "B"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
- (b) the Registrar of the Alberta Personal Property Registry and Registrar of the British Columbia Personal Property Registry and any other applicable registrar shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry and British Columbia Personal Property Registry, or any other applicable registry, (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Vendors in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

5. Upon delivery of the Monitor's Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c L-7 and notwithstanding that the appeal period of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Monitor in its capacity as Monitor of the Vendors and not in its personal capacity.
6. In order to effect the transfers and discharges described above, this Court directs any Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreements. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
7. The Monitor is authorized and directed to undertake and perform such activities and obligations as are contemplated to be undertaken or performed by the Monitor (whether on its own accord or for and on behalf of the Vendors) pursuant to this Order or the Sale Agreements or any ancillary document related thereto and shall incur no liability in connection therewith, save and except for any gross negligence or wilful misconduct on its part. Except as provided in the Sale Agreements, no further authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Vendors of the Sale Agreement.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (the "**Westcastle GMC Net Proceeds**") (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the Westcastle GMC Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as

if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

9. Jomha Skrobot LLP is authorized and directed to pay the Westcastle GMC Net Proceeds it holds in trust, in the amount of \$5,501,566.21, to the Monitor forthwith.
10. Except as expressly provided for in the Sale Agreements or by section 5 of the *Alberta Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the transactions, have liability of any kind whatsoever in respect of any Claims against the Vendors.
11. Upon completion of the transactions, the Vendors and all persons who claim by, through or under the Vendors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
12. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Vendors, or any person claiming by, through or against the Vendors, other than the Permitted Encumbrances.
13. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser.
14. The Monitor may rely on written notice from the Purchaser or their counsel regarding the fulfillment of conditions to closing under the Sale Agreement and shall incur no liability with respect to delivery of the Monitor's Certificate.
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection*

Act, the Monitor is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Vendors' records pertaining to the Vendors' past and current employees. The Purchaser (or its nominee) 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) to which the Vendors were entitled.

MISCELLANEOUS MATTERS

16. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC. 1985, c B-3, as amended (the "**BIA**"), in respect of the Vendors, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Vendors; and
- (d) the provisions of any federal or provincial statute:

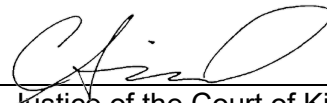
the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendors and shall not be void or voidable by creditors of the Vendors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17. The Vendors, the Purchaser (or its nominee), the Monitor and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in Closing the Transaction.

18. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

GENERAL

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier to the service list (the "**Service List**") in the proceedings. Service is deemed to be effected the next business day following transmission or delivery of this Order.
20. This Order shall be posted on the Monitor's website for these proceedings at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/summit-automotive-group>.



Justice of the Court of King's Bench of
Alberta

SCHEDULE "A"

MONITOR'S CERTIFICATE

COURT FILE NO. 2501-13057
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended.

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 2345137 ALBERTA LTD., 2351497 ALBERTA LTD., 2497902 ALBERTA LTD., SUMMIT S AUTO LTD., SUMMIT V AUTO LTD., MK AUTO K-M LTD., 2437342 ALBERTA LTD., 1972207 ALBERTA LTD., 1175104 B.C. LTD., 1262113 B.C. LTD., AND 1272986 B.C. LTD., 2412170 ALBERTA LTD. and 2416326 ALBERTA LTD.

DOCUMENT **MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MILLER THOMSON LLP
Eighth Avenue Place East
43rd Floor, 525 8th Avenue S.W.
Calgary, AB, Canada T2P 1G1

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E-mail: jwreid@millerthomson.com
mfaheim@millerthomson.com
ptakhar@millerthomson.com
File No.: 0262720.0004

RECITALS:

- A. Pursuant to an Order of the Honourable Justice C. D. Simard of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated January 7, 2026, BDO Canada Limited was appointed as monitor (the "**Monitor**") of 2412170 Alberta Ltd. and 2416326 Alberta Ltd., and such proceedings were taken under the Summit Auto Group CCAA Proceedings.
- B. Pursuant to an Order of the Court dated January 7, 2026 (the "**VO**"), the Court provided for the vesting in the Purchaser (or its nominee) of the Vendors' right, title and interest in and to the purchased assets (the "**Purchased Assets**") as set out in the following agreements (the "**Sale Agreements**"): (i) purchase and sale agreement between 2412170 Alberta Ltd. as vendor and the Purchaser as

purchaser dated as of September 22, 2025, as amended, restated, supplemented or modified from time to time; (ii) a commercial purchase contract between 2416326 Alberta Ltd. as vendor and the Purchaser as purchaser for the lands legally described as Plan 9311234 Block 4 Lot 5, as amended, restated, supplemented or modified from time to time; and (iii) and a commercial purchase contract between 2416326 Alberta Ltd as vendor and the Purchaser as purchaser for the lands legally described as Plan 9311234 Block 4 Lot 6, as amended, restated, supplemented or modified from time to time, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser (or its nominee) of a certificate confirming the Monitor's receipt of the Westcastle GMC Net Proceeds (as defined in the VO).

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreements.

THE MONITOR CERTIFIES the following:

1. The Monitor has received the Westcastle GMC Net Proceeds;
2. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

BDO Canada Limited in its capacity as Court-appointed Monitor of 2345137 ALBERTA LTD., 2351497 ALBERTA LTD., 2497902 ALBERTA LTD., SUMMIT S AUTO LTD., SUMMIT V AUTO LTD., MK AUTO K-M LTD., 2437342 ALBERTA LTD., 1972207 ALBERTA LTD., 1175104 B.C. LTD., 1262113 B.C. LTD., 1272986 B.C. LTD. 2412170 ALBERTA LTD. and 2416326 ALBERTA LTD., and not in its personal capacity

Per:

Name:

Title:

SCHEDULE "B"

Encumbrances to be Discharged – Personal Property

All Claims as against 2412170 Alberta Ltd., including without limitation the following Personal Property Registrations and any amendments thereto as applicable: 22072017590 (as amended by 25092312544); 22072017620; 24090324454; 25092312605; 25092906218; 22120810732; 25063014696.

All Claims as against 2416326 Alberta Ltd., including without limitation the following Personal Property Registrations and any amendments thereto as applicable: 22072017580; 25092312640; 22072017643.

Encumbrances to be Discharged – Real Property

PLAN 9311234 BLOCK 4 LOT 5 - None

PLAN 9311234 BLOCK 4 LOT 6

Registration Number:	Date	Registered Owner
221 274 420	06/12/2022	MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK. 421-7 AVE SW, 10TH FL TDCT TOWER CALGARY ALBERTA T2P4K9 ORIGINAL PRINCIPAL AMOUNT: \$2,900,000
221 274 421	06/12/2022	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE TORONTO DOMINION BANK.

		C/O DENTONS CANADA LLP 1500, 850-2 ST SW CALGARY ALBERTA T2P0R8 AGENT - DAVID P FENDLEY
DRR Number G00DA24	05/11/2025	THE LOAN STORE
DRR Number G00DJ2B	12/11/2025	THE LOAN STORE

SCHEDULE "C"

Permitted Encumbrances – Personal Property

2412170 Alberta Ltd. - None

2416326 Alberta Ltd. - None

Permitted Encumbrances – Real Property

PLAN 9311234 BLOCK 4 LOT 5 - None

N/A

PLAN 9311234 BLOCK 4 LOT 6

Registration Number:	Date	Particulars
931 147 341	24/06/1993	UTILITY RIGHT OF WAY GRANTEE - THE TOWN OF PINCHER CREEK. AS TO PORTION OR PLAN:7710845