

COURT FILE NUMBER

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., 1272986 B.C. LTD., 2412170 ALBERTA LTD. AND 2416326 ALBERTA LTD.

APPLICANT

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.

DOCUMENT

APPLICATION

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 T2P 1G1

Attention: James W. Reid / Pavin Takhar
Telephone: 403.298.2418 / 403.298.2432
E-mail: jwreid@millerthomson.com /
ptakhar@millerthomson.com
File no: 0262720.0004

NOTICE TO RESPONDENTS:

This application is made against you. You are a respondent. You have the right to state your side of this matter before the Presiding Justice.

To do so, you must be in Court when the application is heard as shown below:

Date: July 23, 2026

Time: 2:00 p.m.

Where: Calgary Courts Centre, via WEBEX:
<https://albertacourts.webex.com/meet/virtual.courtroom60>

Before Whom: The Honourable Justice R. W. Armstrong

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. All capitalized terms used in this Application and not otherwise defined herein shall have the meaning ascribed to them in the Eighth Report (defined herein).
2. BDO Canada Limited ("**BDO**"), in its capacity as Court-appointed Monitor (in such capacity, the "**Monitor**") of 2345137 Alberta Ltd. ("**Vermilion Chrysler**"), 1262113 B.C. Ltd. ("**Western Sport Products**"), 2497902 Alberta Ltd. ("**Castle Ford**"), 1175104 B.C. Ltd. ("**Cranbrook Mitsubishi**"), 1272986 B.C. Ltd. ("**Sun Valley Nissan**"), Summit V Auto Ltd. ("**Arrow VW**"), 2437342 Alberta Ltd. ("**Squamish Chrysler**", with Vermilion Chrysler, Western Sport Products, Castle Ford, Cranbrook Mitsubishi, Sun Valley Nissan, and Arrow VW, the "**Operating Debtors**"), Summit S Auto Ltd. ("**Real Co**"), MK Auto K-M Ltd. ("**MK Auto**"), 2351497 Alberta Ltd. ("**235 AB**") and 1972207 Alberta Ltd. ("**197 AB**", and together with Vermilion Chrysler, Cranbrook Mitsubishi, Sun Valley Nissan, Western Sport Products, Squamish Chrysler, Castle Ford, Arrow VW, Real Co, MK Auto, and 235 AB, the "**Summit Auto Group**"), 2412170 Alberta Ltd. ("**Westcastle Dealership**") and 2416326 Alberta Ltd. ("**Westcastle RealCo**") together with Westcastle Dealership, "**Westcastle GMC**" and together with the Summit Auto Group, the "**Debtors**") brings this Application for, among other things:
 - (a) an Approval and Vesting Order (the "**Sun Valley Nissan SAVO**"), substantially in the form attached as **Schedule "A"**, among other things:
 - (i) approving and authorizing the sale transaction (the "**Sun Valley Nissan Transaction**") for certain of the assets, undertakings and properties of Sun Valley Nissan and Real Co (together, the "**Sun Valley Nissan Vendors**"), pursuant to a purchase and sale agreement between the Sun Valley Nissan Vendors, as vendors, and Dawson Automotive Motor Holdings Ltd., or its nominee, as purchaser (the "**Sun Valley Nissan Purchaser**") (the "**Sun Valley Nissan Sale Agreement**");
 - (b) an Order, substantially in the form attached as **Schedule "B"**, among other things:
 - (i) deeming service of the Application to be good and sufficient;
 - (ii) extending the Stay Period (defined herein) up to and including December 31, 2026;

- (iii) authorizing the Monitor to take custody of the Westcastle GMC Vehicles (defined herein) from any person, sell them and retain the proceeds of sale for distribution to creditors;
 - (iv) increasing the Westcastle GMC Administration Charge (as defined herein) from \$500,000 to \$650,000;
 - (v) declaring that pursuant to subsection 5(5) of the *Wage Earner Protection Program Act*, SC 2005, c 47, s 1 ("**WEPPA**"), Squamish Chrysler is a former employer all of whose employees in Canada have been terminated other than any retained to wind down its business operation, and Squamish Chrysler meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222;
 - (vi) approving the actions, activities and conduct of the Monitor, as set out in the Eighth Report of the Monitor, dated July 15, 2026 (the "**Eighth Report**"), including the estimated remaining activities of BDO as Monitor;
 - (vii) approving the fees and disbursements of the Monitor and its legal counsel, Miller Thomson LLP ("**Miller Thomson**") as set out in the Eighth Report;
 - (viii) substituting/replacing BDO as Monitor with Goldhar & Associates Ltd. ("**Goldhar**");
 - (ix) terminating the Claims Reserve (as defined herein) for the benefit of the creditors of Westcastle GMC;
 - (x) sealing the Confidential Supplement to the Monitor's Eighth Report dated July 15, 2026 (the "**Confidential Supplement**") until the closing of the CCAA proceedings, or further order by this Court upon seven days' notice to all interested parties; and
- (c) such further and other relief as the Monitor may request and this Honourable Court may grant.

Grounds for making this application:

3. The facts in support of this Application are set out in the Eighth Report.

Background on the CCAA Proceedings

4. The Summit Auto Group is an automotive dealership group that operated seven car dealerships in Alberta and British Columbia (the “**Dealerships**”). Since its formation, the Summit Auto Group expanded through acquisitions to position itself as a multi-Original Equipment Manufacturer (“**OEM**”) branded dealership group.
5. The Summit Auto Group sold cars manufactured by the following OEMs: Volkswagen, Mitsubishi, Nissan, Stellantis (i.e., Chrysler, Dodge, Jeep, and Ram) and Ford.
6. BMO is the operating lender for the Operating Debtors and is their senior secured lender.
7. Upon the application of BMO, and pursuant to the Order of the Court of King’s Bench of Alberta (the “**Court**”) issued August 22, 2025 (the “**Initial Order**”), BDO was appointed as the Monitor of the Summit Auto Group in these proceedings (the “**CCAA Proceedings**”) pursuant to the CCAA.
8. The Initial Order, among other things, provided the following relief:
 - (a) expanded the powers of the Monitor in the CCAA Proceedings, including authorizing the Monitor to take actions and steps to manage, operate, and carry on the businesses of the Summit Auto Group and market and sell the assets of the Summit Auto Group;
 - (b) granted an initial stay of proceedings to September 1, 2025 (the “**Stay Period**”); and
 - (c) granted certain charges over the Summit Auto Group’s property (collectively, the “**Charges**”).
9. The Initial Order was amended and restated on August 27, 2025, pursuant to an Order of the Court (the “**ARIO**”).
10. The ARIO, among other things, extended the Stay Period to September 26, 2025, and increased certain of the Charges.

11. On September 19, 2025, the Court granted Orders, among other things extending the Stay Period to November 21, 2025, and approving a sale and investment solicitation process in respect of the Summit Auto Group (the “**SISP**”).
12. On November 19, 2025, the Court granted Orders authorizing transactions in respect of the assets of Arrow VW and Real Co, Castle Ford and Real Co, and among other things, extending the Stay Period up to and including January 30, 2026.
13. On January 7, 2026, the Court granted an order (the “**Westcastle GMC CCAA Order**”), brining Westcastle GMC into the CCAA Proceedings as Debtors. Additionally, the Westcastle GMC CCAA Order, among other things granted an administration charge in the maximum amount of \$150,000 (the “**Westcastle GMC Administration Charge**”) in favour of counsel to BMO, the Monitor, the Monitor’s counsel, and the CRO against the assets of Westcastle GMC.
14. The Court also granted an order vesting all of the rights, title and interests of Westcastle GMC in its purchaser, free and clear of all encumbrances pursuant to certain sale agreements.
15. The Westcastle GMC CCAA Order was amended and restated on January 9, 2026, pursuant to an Order of the Court (the “**Amended and Restated Westcastle GMC CCAA Order**”).
16. The Amended and Restated Westcastle GMC CCAA Order, among other things:
 - (a) increased the maximum amount under the Westcastle GMC Administration Charge from \$150,000 to \$250,000;
 - (b) authorized a distribution to TD Bank; and
 - (c) created a holdback for sale proceeds of Westcastle GMC for the Claims Reserve.
17. On January 22, 2026, the Court granted an Order, among other things:
 - (a) extending the Stay Period up to and including March 29, 2026;
 - (b) freezing any further dealings in vehicles transferred from Westcastle GMC in and around the time of closing the Westcastle GMC transaction, and requiring among other things, The Loan Store (defined herein) to report the location of any of these vehicles in its possession or any proceeds derived therefrom; and

- (c) authorizing the Monitor to make a serial number registration against the Westcastle GMC Vehicles *nunc pro tunc*.
18. On May 22, 2026, the Court granted Orders, among other things:
- (a) extending the Stay Period up to and including July 24, 2026;
 - (b) increasing the Westcastle GMC Administration Charge; and
 - (c) granting a claims procedure with respect to the creditors of Westcastle GMC (the **"Claims Procedure"**).
19. On June 5, 2026, the Court granted an Order, scheduling certain litigation steps to take place between The Loan Store and the Monitor, related to the Monitor's application for a fraudulent preference or transfer at undervalue relating to the Westcastle GMC Vehicles and The Loan Store's cross-application to enforce a purported settlement agreement.

Sun Valley Nissan Sale Approval

20. A copy of the Sun Valley Nissan Sale Agreement, redacted for purchase price and related commercially sensitive information, is attached as Appendix K to the Eighth Report. An unredacted copy of the Sun Valley Nissan Sale Agreement, in respect of which Monitor is seeking the temporary sealing order (as further described below) is attached as an Appendix to the Confidential Supplement.
21. A summary of the key terms of the Sun Valley Nissan Sale Agreement is provided in the Eighth Report.
22. The SISF terminated without any viable offers for the purchase of Sun Valley Nissan.
23. The Sun Valley Nissan Purchaser emerged following the SISF. The Monitor and Sun Valley Purchaser have worked diligently to negotiate the terms of the Sun Valley Nissan Sale Agreement.
24. The Sun Valley Nissan Sale Agreement provides for the assignment of certain contracts and dealership-related agreements (collectively, the **"Assigned Contracts"**) necessary to preserve the continued operation of the Sun Valley Nissan dealership following closing.

25. As part of the relief sought in the Sun Valley Nissan SAVO, the Monitor is seeking approval of the assignment of the Assigned Contracts to the Sun Valley Nissan Purchaser pursuant to section 11.3 of the CCAA.
26. The Monitor understands that there are no outstanding monetary defaults under the Assigned Contracts as of the date of the Eighth Report.
27. Based on the foregoing, the Monitor seeks the Sun Valley Nissan SAVO from this Honourable Court to allow the Monitor, pursuant to the exercise of its enhanced powers, to conclude the proposed Sun Valley Nissan Transaction with the Sun Valley Nissan Purchaser.

Extension of Stay Period

28. The Stay Period pursuant to the ARIO expires on July 24, 2026, and the Monitor, pursuant to its enhanced powers, seeks to further extend the Stay Period up to and including December 31, 2026 (the “**Extended Stay Period**”).
29. The Fifth Revised Cash Flow Forecast (as defined in the Eighth Report) demonstrates that the Debtors have sufficient liquidity during the Extended Stay Period through cash on hand.
30. The Extended Stay Period is reasonable in light of the Fifth Revised Cash Flow Forecast and provides the Debtors and the Monitor with time to close the Sun Valley Nissan Transaction, complete the Claims Procedure, and advance the Scheduling Order steps with The Loan Store for the benefit of all stakeholders and creditors.
31. The Debtors, through the Monitor with its enhanced powers, have been acting and continue to act in good faith and with due diligence. Since the ARIO, the Debtors, through the Monitor, have worked diligently to, among other things:
 - (a) stabilize the businesses of the Debtors;
 - (b) manage and carry on the businesses of the Debtors;
 - (c) facilitate various transactions;
 - (d) seek relief to include Westcastle GMC within the ambit of the CCAA Proceedings;
 - (e) manage ongoing stakeholder and creditor requests;

- (f) wind-down and complete the liquidation of Western Sport Products, Vermilion Chrysler, Cranbrook Mitsubishi and Squamish Chrysler;
 - (g) communicate with creditors and stakeholders of the Debtors; and
 - (h) negotiate and enter into the Sun Valley Nissan Sale Agreement.
32. It is just, convenient, necessary, and in the best interest of the Debtors and their stakeholders that the Stay Period be extended.

The Westcastle GMC Vehicles

33. Certain vehicles were transferred from Westcastle GMC to The Loan Store/1292709 Alberta Ltd. (**"The Loan Store"**) and/or affiliates (the **"Westcastle GMC Vehicles"**).
34. The Westcastle GMC Vehicles, among other vehicles are subject to a freezing order.
35. The Monitor has previously sought to sell the Westcastle GMC Vehicles, however this relief was adjourned. Significant time has now passed since it first brought its application for the monetization of the vehicles, so the Monitor is bringing back its application for that relief.
36. The Monitor has attempted to work with The Loan Store to determine a path to sell the Westcastle GMC Vehicles but has not received a response as to whether or not The Loan Store agrees with its proposal.
37. The Court has authority to make any Order it finds appropriate in respect of the CCAA Proceedings under section 11 of the CCAA.
38. The Monitor seeks the return of the Westcastle GMC Vehicles and authorization to sell them and hold the proceeds of sale in trust pending further Court-order.
39. The proceeds of sale of the Westcastle GMC Vehicles and other cash proceeds derived from the sale of Westcastle GMC can then be distributed according to priorities and entitlements to such proceeds at a later date.

Increasing the Westcastle GMC Administration Charge

40. The Westcastle GMC Administration Charge in the Westcastle GMC Amended Order was limited to those amounts reasonably necessary for the professional fees incurred prior to

and during the initial period for managing the Westcastle GMC estate. On the application of the Monitor, the Westcastle GMC Administration Charge increased from \$250,000 to \$500,000.

41. The Monitor seeks to further increase the Westcastle GMC Administration Charge from \$500,000 to \$650,000 to reflect the incurred professional costs to date and the additional work to be undertaken during these CCAA Proceedings, and to more accurately reflect the projected professional fees considering the complexity of these CCAA proceedings, the work completed to date, and the expected professional work to be undertaken to administer the claims.
42. There are a number of outstanding issues with respect to Westcastle GMC that the Monitor is responsible for overseeing, including litigation against various parties.
43. The Monitor and its legal counsel do not have sufficient liquidity in the estate to continue their mandate in respect of Westcastle GMC if the Westcastle GMC Administration Charge is not increased.

Wage Earner Protection Program

44. Squamish Chrysler has or will be terminating its employees as a result of the within CCAA Proceedings and termination pay is due or will be due to these employees as a result.
45. Individuals are eligible to receive a payment under WEPPA if the former employer is subject to, among other things, CCAA proceedings, and a court determines under section 5(5) that the criteria prescribed by regulation are met.
46. On application by any person, a court may, in proceedings under the CCAA, determine that the former employer meets the criteria prescribed by regulation.
47. The Monitor seeks a declaration that Squamish Chrysler is a former employer.

Approval of Actions, Activities and Conduct

48. The Monitor seeks approval of its actions, activities, and conduct.
49. The Monitor has acted diligently since its appointment to exercise its mandate.

50. The Monitor's actions, activities and conduct as detailed in the Eighth Report, are appropriate, reasonable and consistent with the Monitor's powers under the ARIO and the Amended and Restated Westcastle GMC CCAA Order.

Approval of Fees and Disbursements

51. The Monitor seeks approval of its professional fees and disbursements as well as those of its legal counsel, Miller Thomson.
52. The Monitor's professional fees and disbursements and those of its counsel, Miller Thomson, as set out in the Eighth Report are reasonable and appropriate and should be approved by this Honourable Court.

Replacement of Monitor

53. Since the issuance of the Initial Order, BDO has been acting as the Monitor herein.
54. Mr. Clark Lonergan, CA, CIRP, LIT has been actively involved in these CCAA Proceedings but is no longer employed by BDO and has moved to Goldhar.
55. The Monitor entered into a contract with Goldhar wherein Goldhar would provide certain services to the Monitor (the "**Goldhar Engagement Letter**").
56. The Monitor believes given the circumstances, BDO should be substituted by Goldhar, acting through Mr. Lonergan.
57. There will be no costs associated with the transfer from BDO to Goldhar, and no impact on the Debtors' estates.
58. Goldhar consents to act as the Monitor in these CCAA Proceedings in replacement of BDO.
59. BDO will continue to act in a limited capacity to assist Goldhar as and when necessary. The Monitor is seeking to have its anticipated remaining activities approved.
60. The Monitor is seeking to remain as a beneficiary of the charges granted in the withing CCAA Proceedings.

Terminating Claims Reserve

61. Pursuant to the Amended and Restated Westcastle GMC CCAA Order the Claims Reserve was to be held in a segregated interest-bearing account.
62. No amounts held in the Claim Reserve may be distributed, paid or otherwise dealt with by the Monitor except pursuant to further order of the Court.
63. The Monitor believes the Claims Reserve should be terminated and these funds enter back into the estate of Westcastle GMC to be dealt with pursuant to entitlements following the outcomes of the Claims Process and the litigation with The Loan Store.

Restricted Access Order

64. The Monitor seeks a temporary restricted access order with respect to the Confidential Supplement. The Confidential Supplement contains sensitive commercial information, including pricing allocations, appraisal information, and the Goldhar Engagement Letter. The dissemination of this information could prejudice the Sun Valley Nissan Transaction, undermine ongoing negotiations, and impair the successful completion of the proposed transactions or future marketing efforts should the Sun Valley Nissan Transaction not close, among other things.
65. The proposed restricted access order is the least restrictive means to prevent disclosure of the confidential and commercially sensitive information in the Confidential Supplement.
66. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

67. Eighth Report of the Monitor dated July 15, 2026.
68. Such further and other materials and evidence as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

69. *Alberta Rules of Court*, Alta. Reg. 124/2010, including rules 1.2, 1.3, 6.1, 6.2, 6.3, 6.28 - 6.33;

- 70. *Companies' Creditor Arrangement Act*, RSC 1985, c C-36, including ss. 11, 11.02, 11.52, 23, and 36;
- 71. *Wage Earner Protection Program Act*, SC 2005, c 47, s 1, including ss. 5(1) and 5(5);
- 72. *Wage Earner Protection Program Regulations*, SOR/2008 -222; and
- 73. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

- 74. None.

How the application is proposed to be heard or considered:

- 75. Via Webex before the Honourable Justice R. W. Armstrong on the Commercial List.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered

SCHEDULE "A"

PROPOSED FORM OF ORDER (APPROVAL AND VESTING SUN VALLEY NISSAN)

COURT FILE NUMBER 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., 1272986 B.C. LTD., 2412170 ALBERTA LTD.
AND 2416326 ALBERTA LTD.

APPLICANT 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.

DOCUMENT **ORDER (APPROVAL AND VESTING SUN VALLEY
NISSAN)**

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

Attention: James W. Reid / Pavin Takhar
Telephone: 403.298.2418 / 403.298.2432
E-mail: jwreid@millerthomson.com
ptakhar@millerthomson.com
File no: 0262720.0004

DATE ON WHICH ORDER WAS PRONOUNCED: July 23, 2026
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice R.
W. Armstrong
LOCATION OF HEARING: Calgary Courts Centre

UPON THE APPLICATION of BDO Canada Limited in its capacity as Court-appointed
Monitor (in such capacity, the "**Monitor**") of 2345137 Alberta Ltd. ("**Vermilion Chrysler**"),
1262113 B.C. Ltd. ("**Western Sport Products**"), 2497902 Alberta Ltd. ("**Castle Ford**"), 1175104

B.C. Ltd. ("**Cranbrook Mitsubishi**"), 1272986 B.C. Ltd. ("**Sun Valley Nissan**"), Summit V Auto Ltd. ("**Arrow VW**"), 2437342 Alberta Ltd. ("**Squamish Chrysler**", with Vermilion Chrysler, Western Sport Products, Castle Ford, Cranbrook Mitsubishi, Sun Valley Nissan, and Arrow VW, the "**Operating Debtors**"), Summit S Auto Ltd. ("**Real Co**"), MK Auto K-M Ltd. ("**MK Auto**"), 2351497 Alberta Ltd. ("**235 AB**") and 1972207 Alberta Ltd. ("**197 AB**", and together with Vermilion Chrysler, Cranbrook Mitsubishi, Sun Valley Nissan, Western Sport Products, Squamish Chrysler, Castle Ford, Arrow VW, Real Co, MK Auto, and 235 AB, the "**Summit Auto Group**"), 2412170 Alberta Ltd. ("**Westcastle Dealership**") and 2416326 Alberta Ltd. ("**Westcastle RealCo**", together with Westcastle Dealership, "**Westcastle GMC**" and together with the Summit Auto Group, the "**Debtors**"), for an order approving the sale transaction (the "**Transaction**") contemplated by a purchase and sale agreement (as may be amended from time to time in accordance with the terms hereof, the "**Sale Agreement**") between Sun Valley Nissan and Real Co, as vendors (together, the "**Sun Valley Nissan Vendors**"), and Dawson Automotive Motor Holdings Ltd. or its affiliates/nominees (collectively, the "**Purchaser**"), as purchaser, dated as of July 15, 2026 and appended to the Eighth Report of the Monitor (the "**Eighth Report**"), and vesting in the Purchaser (or its nominee) the Vendors' right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement);

AND UPON having read the Amended and Restated Initial Order dated August 27, 2025 (the "**ARIO**"), the Amended and Restated Westcastle GMC Order dated January 9, 2026; the Eighth Report; the Confidential Supplement to the Eighth Report dated July 15, 2026, and the Affidavit of Service of Marica Ceko, sworn July [●], 2026;

AND UPON HEARING the submissions of counsel for the Monitor and any other interested parties that may be present,

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 Agreement.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and the execution of the Sale Agreement by the Monitor, on behalf of the Vendors, is hereby authorized and approved, with such minor amendments as the Monitor, on behalf of the Vendors, and the Purchaser (or its nominee) may agree. The Monitor, on behalf of the Vendors, is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominees) pursuant to the Sale Agreement.

VESTING OF PROPERTY

4. Subject to the terms of the Sale Agreement, upon delivery of a Monitor's certificate to the Purchaser (or its nominee) 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 the ARIO;
 - (b) any charges or security interests or claims security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (British Columbia) or any other personal property registry system; and
 - (c) any liens or claims of lien under the under the *Builders' Lien Act* (British Columbia); 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.

5. 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 British Columbia Registrar of Land Titles (“**BC Registrar**”) for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

(i) enter the Purchaser (or its nominee) as the owner of the lands and premises legally described as: (Parcel Identifier: 009-512-781) LOT 1 DISTRICT LOTS 24 AND 28 KOOTENAY DISTRICT PLAN 15610 and the lands and premises legally described as: (Parcel Identifier: 009-512-829) LOT 2 DISTRICT LOTS 24 AND 28 KOOTENAY DISTRICT PLAN 15610 (the “**Lands**”) together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser (or its nominee) in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser (or its nominee) as aforesaid;

- (ii) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those Permitted Encumbrances listed in Schedule "C"; and
 - (b) the 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 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.
- 6. Upon delivery of the Monitor's Certificate together with a certified copy of this Order, this Order shall be immediately registered by the BC Registrar notwithstanding that the appeal period of this Order has not elapsed. The BC 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.
- 7. 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 Agreement. 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.
- 8. 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 Agreement 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 Agreement, 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.

9. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (the “**Sun Valley Net Proceeds**”) is to be held in an interest bearing trust account by the Monitor, and 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 Sun Valley 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.
10. Except as expressly provided for in the Sale Agreement or by section 97 of the *Employment Standards Act* (British Columbia), the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Vendors.
11. Upon completion of the Transaction, 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 (or its nominee).

14. The Monitor may rely on written notice from the Purchaser (or its nominee) 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 18(10)(o) of the *Personal Information Protection Act* (British Columbia), 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.

ASSIGNMENT OF ASSIGNED CONTRACTS

16. Upon delivery by the Monitor to the Purchaser (or its nominee) of the Monitor's Certificate and payment of all amounts required ("**Cure Costs**") pursuant to section 11.3(4) of the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") set out on **Schedule "D"** hereto, all of the rights and obligations of the Vendors under and to the Assigned Contracts (the "**Assigned Contracts**") shall be assigned, conveyed and transferred to, and assumed by the Purchaser (or its nominee) pursuant to this Order. For certainty, the Purchaser (or its nominee) is assuming all obligations and liabilities of the Vendors under the Assigned Contracts.
17. The Assignment of the Assigned Contracts is declared to be valid and binding upon all counterparties to the Assigned Contracts notwithstanding any restriction, condition or prohibition contained in the Assigned Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.
18. The assignment and transfer of the Assigned Contracts shall be subject to the provisions of this Order.
19. No counterparty under any Assigned Contract, nor any other person, upon the assignment and transfer to, and assumption by, the Purchaser (or its nominee) of the Assigned Contracts hereunder shall make or pursue any demand, claim, action or suit or exercise

any right or remedy under any Assigned Contract against the Purchaser (or its nominee) for any action or omission pre-dating this order, including but not limited:

- (a) the Debtors having sought or obtained relief under the CCAA;
- (b) the insolvency of the Debtors; or
- (c) any failure by the Debtors to perform a non-monetary obligation under the Assigned Contract,

and all such counterparties and persons shall be forever barred and estopped from taking such action. For greater certainty, nothing herein shall limit or exempt the Purchaser (or its nominee) in respect of obligations accruing, arising or continuing after the Closing Date (as defined in the Sale Agreement) under the Assigned Contracts, other than in respect of items (a) and (b) above.

MISCELLANEOUS MATTERS

20. 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* (Canada) (the "**BIA**"), in respect of the Debtors, 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.

21. 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.
22. 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, including the Courts and Government Agencies of British Columbia 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

23. 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.
24. 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., 1272986 B.C. LTD., 2412170 ALBERTA LTD. AND 2416326 ALBERTA LTD.

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.

APPLICANT

DOCUMENT

MONITOR'S CERTIFICATE (SUN VALLEY NISSAN)

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 T2P 1G1

Attention: James W. Reid / Pavin Takhar
Telephone: 403.298.2418 / 403.298.2432
E-mail: jwreid@millerthomson.com
ptakhar@millerthomson.com
File no: 0262720.0004

RECITALS:

- A. Pursuant to an Order of the Honourable Justice M. A. Marion of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated August 22, 2025 (the "**Initial Order**"), BDO Canada Limited was appointed as monitor (the "**Monitor**") of 2345137 Alberta Ltd. ("**Vermilion Chrysler**"), 1262113 B.C. Ltd. ("**Western Sport Products**"), 2497902 Alberta Ltd. ("**Castle Ford**"), 1175104 B.C. Ltd. ("**Cranbrook**")

Mitsubishi”), 1272986 B.C. Ltd. (“**Sun Valley Nissan**”), Summit V Auto Ltd. (“**Arrow VW**”), 2437342 Alberta Ltd. (“**Squamish Chrysler**”, with Vermilion Chrysler, Western Sport Products, Castle Ford, Cranbrook Mitsubishi, Sun Valley Nissan, and Arrow VW, the “**Operating Debtors**”), Summit S Auto Ltd. (“**Real Co**”), MK Auto K-M Ltd. (“**MK Auto**”), 2351497 Alberta Ltd. (“**235 AB**”) and 1972207 Alberta Ltd. (“**197 AB**”, and together with Vermilion Chrysler, Cranbrook Mitsubishi, Sun Valley Nissan, Western Sport Products, Squamish Chrysler, Castle Ford, Arrow VW, Real Co, MK Auto, and 235 AB, the “**Summit Auto Group**”), 2412170 Alberta Ltd. (“**Westcastle Dealership**”) and 2416326 Alberta Ltd. (“**Westcastle RealCo**”) together with Westcastle Dealership, “**Westcastle GMC**” and together with the Summit Auto Group, the “**Debtors**”). Pursuant to an Order of the Honourable Justice C. D. Simard of the Court dated August 27, 2025, the Initial Order was amended and restated.

- B. Pursuant to an Order of the Honourable Justice C. D. Simard of the Court dated January 9, 2026 Westcastle GMC was brought into the within proceedings.
- C. Pursuant to an Order of the Court dated July 23, 2026, the Court approved the purchase and sale agreement dated as of July [●], 2026 (the “**Sale Agreement**”) between Sun Valley Nissan and Real Co as vendors (together, the “**Sun Valley Nissan Vendors**”) and Dawson Automotive Motor Holdings Ltd. or its affiliates/nominees (collectively, the “**Purchaser**”) and provided for the vesting in the Purchaser (or its nominee) of the Vendors’ right, title and interest in and to the Purchased Assets, 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 (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 9 of the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser (or its nominee); and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

- 1. The Purchaser (or its nominee) has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale

Agreement;

2. The conditions to Closing as set out in Article 9 of the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser (or its nominee);
3. The Transaction has been completed to the satisfaction of the Monitor; and
4. 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

REGISTRATION NUMBER	SECURED PARTY
851234M	Bank of Montreal
705850N	The Bank of Nova Scotia
889015N	Nissan Canada Finance A Division Canada Inc.
889030N	Nissan Canada Finance A Division Canada Inc.

Encumbrances to be Discharged – Real Property

LOT 2 DISTRICT LOTS 24 AND 28 KOOTENAY DISTRICT PLAN 15610

REGISTRATION NUMBER:	NATURE	REGISTERED OWNER
CB58240	Mortgage	Bank of Montreal
CB58241	Assignment Of Rents	Bank of Montreal
CB2089842	Mortgage	Bank of Montreal
CB2089843	Assignment Oof Rents	Bank of Montreal

LOT 1 DISTRICT LOTS 24 AND 28 KOOTENAY DISTRICT PLAN 15610

REGISTRATION NUMBER:	NATURE	REGISTERED OWNER
CB58240	Mortgage	Bank of Montreal
CB58241	Assignment Of Rents	Bank of Montreal
CB2089842	Mortgage	Bank of Montreal
CB2089843	Assignment Oof Rents	Bank of Montreal

SCHEDULE "C"

Permitted Encumbrances – Real Property

Nil.

Permitted Encumbrances – Real Property

LOT 2 DISTRICT LOTS 24 AND 28 KOOTENAY DISTRICT PLAN 15610

REGISTRATION NUMBER:	NATURE	REGISTERED OWNER
17455D	Reservation	The British Columbia Southern Railway Company The Cranbrook Estates Limited
P6812	Undersurface Rights	Her Majesty The Queen In Right of the Province of British Columbia
Q27	Undersurface Rights	Her Majesty The Queen In Right of the Province of British Columbia
CA7170039	Covenant	The Corporation Of The Cit of Cranbrook

LOT 1 DISTRICT LOTS 24 AND 28 KOOTENAY DISTRICT PLAN 15610

REGISTRATION NUMBER:	NATURE	REGISTERED OWNER
17455D	Reservation	The British Columbia Southern Railway Company The Cranbrook Estates Limited
P6812	Undersurface Rights	Her Majesty The Queen In Right of the Province of British Columbia
Q27	Undersurface Rights	Her Majesty The Queen In Right of the Province of British Columbia
CA7170039	Covenant	The Corporation Of The Cit of Cranbrook

SCHEDULE "D"

Assigned Contracts

CONTRACT	CURE COSTS
PBS Contract	\$0.00
All Customer Contracts	\$0.00

SCHEDULE "B"

PROPOSED FORM OF ORDER (STAY EXTENSION AND ANCILLARY MATTERS)

COURT FILE NUMBER 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., 1272986 B.C. LTD., 2412170 ALBERTA LTD.
AND 2416326 ALBERTA LTD.

APPLICANT 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.

DOCUMENT **ORDER**

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 T2P 1G1

Attention: James W. Reid Pavin Takhar
Telephone: 403.298.2418 / 403.298.2432
E-mail: jwreid@millerthomson.com /
ptakhar@millerthomson.com
File No.: 0262720.0004

DATE ON WHICH ORDER WAS PRONOUNCED: July 23, 2026
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice
R. W. Armstrong
LOCATION OF HEARING: Calgary Courts Centre

UPON the application of BDO Canada Limited (“**BDO**”), in its capacity as Court-appointed Monitor (in such capacity, the “**Current Monitor**”) of 2345137 Alberta Ltd. (“**Vermilion Chrysler**”), 1262113 B.C. Ltd. (“**Western Sport Products**”), 2497902 Alberta Ltd. (“**Castle Ford**”), 1175104 B.C. Ltd. (“**Cranbrook Mitsubishi**”), 1272986 B.C. Ltd. (“**Sun Valley Nissan**”), Summit V Auto Ltd. (“**Arrow VW**”), 2437342 Alberta Ltd. (“**Squamish Chrysler**”, with Vermilion Chrysler, Western Sport Products, Castle Ford, Cranbrook Mitsubishi, Sun Valley Nissan, and Arrow VW, the “**Operating Debtors**”), Summit S Auto Ltd. (“**Real Co**”), MK Auto K-M Ltd. (“**MK Auto**”), 2351497 Alberta Ltd. (“**235 AB**”) and 1972207 Alberta Ltd. (“**197 AB**”), 2412170 Alberta Ltd. (“**Westcastle Dealership**”) and 2416326 Alberta Ltd. (“**Westcastle RealCo**”, and together with Westcastle Dealership, Vermilion Chrysler, Cranbrook Mitsubishi, Sun Valley Nissan, Western Sport Products, Squamish Chrysler, Castle Ford, Arrow VW, Real Co, MK Auto, and 235 AB, and 197 AB the “**Debtors**”);

AND UPON having read the Application filed July 15, 2026, the Monitor’s Eighth Report, dated July 15, 2026 (the “**Eighth Report**”), the Confidential Supplement to the Eighth Report, dated July 15, 2026 (the “**Confidential Supplement**”);

AND UPON reviewing the CCAA Initial Order granted by the Court in these proceedings on August 22, 2025, as amended and restated by the Amended and Restated Initial Order granted by Court on August 27, 2025 (the “**ARIO**”) and the Westcastle GMC CCAA Order granted by the Court in the proceedings on January 7, 2026, as amended and restated by the Amended and Restated Order granted by the Court in these proceedings on January 9, 2026 (the “**Amended and Restated Westcastle GMC CCAA Order**”);

AND UPON having read the Affidavit of Service of Marica Ceko, sworn July [●], 2026;

AND UPON hearing counsel for the Current Monitor, counsel for the Bank of Montreal (“**BMO**”), and counsel to all other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE AND INTERPRETATION

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient, if applicable, and this application is properly returnable today.

2. Capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them under the ARIO.

EXTENSION OF STAY PERIOD

3. The Stay Period, as ordered and defined in paragraph 13 of the ARIO, is hereby extended from July 24, 2026, up to and including December 31, 2026.

INCREASE TO WESTCASTLE GMC ADMINISTRATION CHARGE

4. The Westcastle GMC Administration Charge as defined in the Amended and Restated Westcastle GMC CCAA Order is hereby increased to \$650,000 less any payments made on account of the fees of the Monitor and its counsel for activities concerning the administration of Westcastle Dealership and or the administration of Westcastle RealCo.

WAGE EARNER PROTECTION PROGRAM ACT

5. Pursuant to subsection 5(5) of the *Wage Earner Protection Program Act*, SC 2005, c 47, s 1, 2437342 Alberta Ltd. o/a Squamish Chrysler is a former employer all of whose employees in Canada have been terminated other than any retained to wind down its business operation and meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222.

CURRENT MONITOR'S ACTIVITIES AND PROFESSIONAL FEES

6. The Current Monitor's actions, activities, and conduct as disclosed and reported in the Eighth Report are hereby ratified and approved.
7. The Current Monitor's accounts for its fees and disbursements, as set out in the Eighth Report, are hereby approved without the necessity of a formal passing or assessment of its accounts.
8. The accounts of the Current Monitor's legal counsel, Miller Thomson LLP, for its fees and disbursements, as set out in the Eighth Report, are hereby approved without the necessity of a formal passing or assessment of its accounts.

DISCHARGE OF CURRENT MONITOR

9. Effectively, immediately, BDO shall be and hereby is discharged as Current Monitor of the Debtors, and with the exception of the completion of such matters as may be required to fulfill any outstanding statutory, court-ordered or other such duties, BDO shall have no further duties, obligations, or responsibilities as monitor of the Debtors.
10. BDO and its respective affiliates and officers, directors, partners, employees, and agents (collectively, the “**Released Parties**”) are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of the Current Monitor's discharge or such other date as ordered by this Court in any way relating to, arising out of, or in respect of these CCAA proceedings, or with respect to its conduct in these CCAA proceedings.
11. No action or other proceedings shall be commenced against any of the Released Parties in any way arising from or related to these CCAA proceedings, except with prior leave of this Court on at least seven (7) days' prior written notice to the Released Parties.
12. Notwithstanding any provision of this Order, the Current Monitor is authorized to take such steps and actions as it deems necessary to address any matters ancillary or incidental to its capacity as Current Monitor, and, for greater certainty, in completing or addressing any such ancillary or incidental matters, or completion of certain activities to assist in the CCAA Proceedings and/or related transition, BDO shall continue to have the benefit of the provisions of the CCAA and provisions of all orders made in the CCAA Proceedings in relation to its appointment and activities as the Current Monitor, including all approvals, protections, and stays of proceedings in favour of BDO in its capacity as the Current Monitor.
13. Notwithstanding the discharge of BDO as Current Monitor of the Debtors, the Current Monitor is hereby authorized from and after the date of this order to apply to this Court to address matters ancillary or incidental to these CCAA proceedings, and in particular, without limitation, the Current Monitor has leave to seek orders on notice to those persons

on the Service List approving the fees and disbursements of the Current Monitor and the Current Monitor's legal counsel, incurred in connection with these CCAA proceedings.

14. Notwithstanding this Order, the Current Monitor and counsel to the Current Monitor: (i) shall be paid by for all fees and disbursements incurred in the fulfillment of the Current Monitor's duties and obligations, including without limitation in seeking orders approving the fees, disbursements and activities of the Current Monitor and its legal counsel, as applicable; and (ii) shall continue to be entitled to the benefit of the Administration Charge and Westcastle GMC Administration Charge (as defined in the Eighth Report) and shall be in priority to Goldhar & Associates Ltd. ("**Goldhar**").
15. Notwithstanding any provision of this Order, nothing herein shall affect, vary, derogate from, limit, or amend any protections in favour of the Current Monitor at law or pursuant to the CCAA, the Initial Order, the ARIO, the Amended and Restated Westcastle GMC CCAA Order, or any other order of this Court in these proceedings.
16. The Current Monitor's future accounts for its fees and disbursements, shall be approved without the necessity of a formal passing or assessment of its accounts.

APPOINTMENT OF NEW MONITOR

17. Goldhar is hereby appointed pursuant to the CCAA as the monitor (in such capacity, the "**Monitor**") in the within proceedings. All reference to Monitor in the Initial Order, the ARIO, the Amended and Restated Westcastle GMC CCAA Order, or any other order of this Court in these proceedings shall refer to Goldhar.
18. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the rights and protections afforded the Monitor by the CCAA or any applicable legislation.

RETURN OF WESTCASTLE GMC VEHICLES

19. The Monitor is authorized to take custody of the Westcastle GMC Vehicles as set out in Schedule "**A**" to the within Order from The Loan Store or 1292709 Alberta Ltd., or any other person having the Westcastle GMC Vehicles in their possession.

20. The Loan Store or 1292709 Alberta Ltd., or any other person having the Westcastle GMC Vehicles in their possession is required to cooperate with the Monitor in permitting it to take custody of the Westcastle GMC Vehicles.
21. The Monitor is authorized to sell the Westcastle GMC Vehicles via OpenLane or by any other means it deems appropriate.
22. The Monitor shall hold all Westcastle GMC Vehicles sale proceeds in trust until entitlement to the funds is determined.

TERMINATION OF CLAIMS RESERVE

23. The Claims Reserve created by the Amended and Restated Westcastle GMC CCAA Order is terminated. Any funds related to the Claims Reserve shall be held by the Monitor in the accounts of Westcastle GMC for the benefit of all creditors of Westcastle GMC.

SEALING CONFIDENTIAL SUPPLEMENT

24. The Confidential Supplement shall be sealed on the Court file, not form part of the public record, and not be available for public inspection until the termination of these CCAA Proceedings or further order of this Court.
25. The Confidential Supplement shall be sealed and filed in an envelope containing the following statement thereon:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO THE EIGHTH REPORT OF THE MONITOR, DATED JULY 15, 2026, WHICH SHALL BE SEALED ON THE COURT RECORD AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICLY ACCESSIBLE UNTIL THE CONCLUSION OF WITHIN CCAA PROCEEDINGS OR FURTHER ORDER OF THIS COURT.

26. Leave is hereby granted to any person, entity, or party affected by this Order to apply to this Court for a further Order vacating, substituting, modifying, or varying the terms of this Order, with such application to be brought on notice to the Monitor and any other affected party.

27. The Monitor is at liberty to apply for advice and direction as may be necessary to give full force and effect to the terms of this Order.
28. 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.

SERVICE

29. 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.
30. This Order shall be posted on the Former Monitor’s website for these proceedings at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuringturnaround-services/current-engagements/summit-automotive-group> and at the Monitor’s website for these proceedings at: <https://goldhar.ca/corporate-engagements/summit-automotive-group>.

SCHEDULE "A"

Schedule A

	VIN	Last 6 Digits	Year	Make	Model
1	1C6RR7GT7MS571444	571444	2021	Ram	1500 Classic
2	1GCZGHFG6L1137707	137707	2020	Chev	Express Cargo
3	3C4NJDB2MT509364	509364	2021	Jeep	Compass
4	JA4ATVA4XN2611649	611649	2022	Mitsubishi	Eclipse Cross
5	1C6SRFRT2KN888630	888630	2019	Ram	1500
6	1FMJK1MT2MEA10137	A10137	2021	Ford	Expedition Max
7	2HGFC2F57KH027387	27387	2019	Honda	Civic
8	3C4NJDBAN8RT594549	594549	2024	Jeep	Compass
9	3KPF44AC7PE586437	586437	2023	Kia	Forte
10	KNDMB5C11K6454061	454061	2019	Kia	Sedona
11	1C6SRFET4KN729314	729314	2019	Ram	1500
12	3C4PDCA8XKT763993	763993	2019	Dodge	Journey
13	1C4RJEAA6XMC528765	528765	2021	Jeep	Grand Cherokee
14	1C6RR7FT4KS712842	712842	2019	Ram	1500 Classic
15	3KPA25AD1NE453930	453930	2020	Kia	Rio
16	3KPA25AD8NE498878	498878	2022	Kia	Rio
17	5XYPGDA36LG687056	687056	2020	Kia	Sorento
18	JTMABABA0PA009571	9571	2023	Subaru	Solterra
19	2BG4041314U416729	416729	2004	Trailer	—
20	1GTHK23193F137601	137601	2003	GMC	Sierra 2500
21	1FADP3N25G1287178	287178	2003	Ford	Focus
22	1C6RR7LM8JS313198	313198	2018	Ram	1500
23	2CTALBEW6A6310607	610607	2010	GMC	Terrain
24	1C6RR7LG7MS520406	520406	2021	Ram	1500 Classic
25	1C6RR7LM4KS705290	705290	2019	Ram	1500 Classic
26		173013	2026	GMC	Canyon