

COURT FILE NUMBER 2501-13057
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

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 **AFFIDAVIT OF MARTIN HAUSNER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
LINQ LAW
ATTN: SONI NAYAK
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Edmonton, Alberta, T6E 1X2
Tel: 780-250-6666
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Email: 2501-13057

AFFIDAVIT OF MARTIN HAUSNER

Sworn on January 22, 2026

I, MARTIN HAUSNER, of Edmonton, Alberta, SWEAR/AFFIRM AND SAY THAT:

1. I am the Director of The Loan store, the secured creditor of 2412170 Alberta Ltd. and 2416326 Alberta Ltd. (together, "Westcastle") in the within action and as such have a personal knowledge of the matters hereinafter deposed to, save and except where stated to be based upon information and belief, in which case I do verily believe the same to be true.
2. I make this affidavit in response of the Fifth report of the Monitor, BDO Canada Limited (the "Monitor"), dated January 14, 2026, and in opposition to certain relief sought in the Monitor's Application returnable on January 22, 2026.
3. The Loan Store had entered into a loan agreement along with Personal Guarantee with Michael John Koch, the director of Westcastle on April 3, 2023. In 2025, Westcastle negotiated an asset sale of the Westcastle Dealership to a third party purchaser. We were

informed that the closing was to occur on December 19, 2025. At the time of executing an Asset sale closing and event leading up to the closing of the transaction, Westcastle was not subject to CCAA proceedings or any forbearance agreement with its primary lenders, Toronto Dominion Bank.

4. We were dealing with Westcastle lawyer, Mr. Ahmed Jomha who had requested payout statements from us. After speaking with Mr. Jomha, we agreed to a cash payout of \$500,000.00 plus a package of 25 vehicles and a transfer over of the caveat. One vehicle in this package, a 2026 GMC Canyon, was to be received on or shortly after January 8, 2026 as it was physically not at the dealership. To date we have received approximately 19 of the vehicles we were issued bills of sale for in relation to this transaction. This agreement was made on December 19, 2025.

5. The vehicle package became part of the transaction when there was inventory the purchaser of the dealership did not want to acquire, which is normal in a dealership sale. We were asked whether we would accept certain vehicles in lieu of a portion of the funds we were owed, as the sale resulted in a shortfall against my secured position. We agreed to accept the vehicles to mitigate that shortfall, notwithstanding that the values shown on the bills of sale were overstated. That agreement formed part of what allowed the transaction to close. To my understanding, the transaction did in fact close, and Mr. Jomha settled with creditors (including me) as required to complete the sale. We were awaiting the transfer of funds to our lawyer's office but were informed on December 24, 2025 that the funds were frozen and the process stalled.

6. We understand that the Toronto Dominion Bank has first priority as a secured creditor which to be paid in full from the Net sale proceeds. Following that, we are in a second position priority as a secured creditor of the Westcastle Chevrolet Buick GMC dealership.

8. I deny the allegations stated in Monitor's fifth report stating that the vehicles were transferred to us for little or no consideration. The transfers were in fact a part of settlement agreement that both parties agreed to through their respective lawyers and to facilitate the closing of the entire transaction, failing which the secured creditors (TD bank and Loan Store) would not have been paid in full from the sale proceeds. The agreement was reached and the amount received by Westcastle was in trust and Mr. Jomha is under trust conditions to release the funds to our lawyers office along with the package of vehicles that is outstanding to be released to us, and transfer of the caveat.

9. We oppose the Monitor's application seeking a freezing order over these vehicles and \$500,000 that was agreed upon trust conditions to enable the sale to close and all creditors to be paid.

10. We oppose the addition of any priority charges and ask that the amount of \$500,000 to be released immediately along with the package of vehicles as agreed between the parties and lawyers.

11. I make this Affidavit conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

SWORN BEFORE ME

on January 22, 20 26

at Edmonton, Alberta.



Notary Public/ Commissioner for Oaths in
and for the Province of Alberta



MARTIN HAUSNER

Samantha Amber Cooper
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires Sept. 20, 27