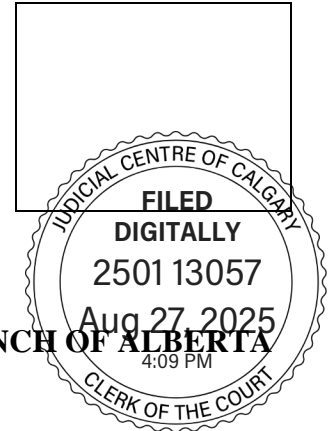


CERTIFIED *E. Wheaton*  
by the Court Clerk as a true copy of  
the document digitally filed on Aug  
27, 2025

Clerk's Stamp:



**COURT FILE NUMBER**  
**COURT**  
**JUDICIAL CENTRE OF**

2501-13057

**COURT OF KING'S BENCH OF ALBERTA**  
**CALGARY**

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

AND IN THE MATTER OF A PLAN OF  
COMPROMISE OR ARRANGEMENT OF  
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.

**APPLICANT:**

BANK OF MONTREAL

**RESPONDENTS:**

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.

DOCUMENT

**AMENDED AND RESTATED CCAA**

**INITIAL ORDER**

CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT:

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File Number.: G10033962

**DATE ON WHICH ORDER WAS**

**PRONOUNCED:**

August 27, 2025

**NAME OF JUDGE WHO MADE THIS**

**ORDER:**

The Honourable Justice Simard

**LOCATION OF HEARING:**

Calgary Courts Centre

**UPON** the application of the Bank of Montreal (the “**Applicant**”); **AND UPON** having read the Originating Application, the Application, the Affidavit of John Gil sworn August 15, 2025 (the “**Gil Affidavit**”), filed; and the Affidavit of Service of Arriane Tano sworn August 22, 2025, filed, the Pre-Filing Report of BDO Canada Limited (“**BDO**”) in its capacity as proposed Monitor, filed (the “**Pre Filing Report**”), the Affidavit of Service of Arriane Tano sworn August 26, 2025, filed, the First Report of BDO in its capacity as Monitor; **AND UPON** noting the consent of BDO to act as Monitor (in such capacity, the “**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., and 1272986 B.C. Ltd. (collectively, the “**Respondents**”); **AND UPON** being advised that the secured creditors who are likely to be affected by the charges created herein have been provided notice of this application; **AND UPON** hearing counsel for the Applicant and the Respondents;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

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

**APPLICATION**

2. The Respondents (otherwise referred to herein as the “**Debtors**”) are companies to which the *Companies’ Creditors Arrangement Act* of Canada (the “**CCAA**”) applies.

## PLAN OF ARRANGEMENT

3. The Debtors shall have the authority to file and may, subject to further order of this Court and with the consent of the Monitor, file with this Court a plan of compromise or arrangement (the “**Plan**”).

## POSSESSION OF PROPERTY AND OPERATIONS

4. The Debtors shall:
  - (a) Subject to this Order and any further Order of this Court, remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”);
  - (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property;
  - (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order; and
  - (d) be entitled to continue to utilize the central cash management system currently in place as described in the Gil Affidavit or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Debtors of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the

Debtors, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

5. To the extent permitted by law and with the consent of the Monitor, the Debtors shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:
  - (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
  - (b) the reasonable fees and disbursements of any Assistants retained or employed by the Debtors in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order.
  
6. Except as otherwise provided to the contrary herein, the Debtors shall be entitled but not required to pay all reasonable expenses incurred by the Debtors in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
  - (a) all expenses reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
  - (b) payment for goods or services actually supplied to the Debtors following the date of this Order.
  
7. The Debtors shall remit, in accordance with legal requirements, or pay:
  - (a) Any amount that becomes due to His Majesty and could be subject to a demand under:

- (i) subsection 224(1.2) of the *Income Tax Act*;
- (ii) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts, or
- (iii) any provision of provincial legislation that has a purpose similar to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, and the sum
  - A. has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*, or
  - B. is of the same nature as a contribution under the *Canada Pension Plan* if the province is a province providing a comprehensive pension plan as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a provincial pension plan as defined in that subsection;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Debtors in connection with the sale of goods and services by the Debtors, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any

nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Debtors;

but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;

8. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Debtors may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Debtors from time to time for the period commencing from and including the date of this Order (“**Rent**”), but shall not pay any rent in arrears.
9. Except as specifically permitted in this Order, the Debtors are hereby directed, until further order of this Court:
  - (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Debtors to any of their creditors as of the date of this Order except as authorized by this Order, provided that the Debtors shall continue to make ordinary course payments to the Applicant in accordance with the Debtors’ floor plan financing arrangements with the Applicant following the Monitor confirming that the Applicant’s security is valid and enforceable with respect to the Debtors’ floor plan financing arrangements with the Applicant;
  - (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and
  - (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

## **RESTRUCTURING**

10. The Debtors shall, subject to such requirements as are imposed by the CCAA and with the consent of the Monitor, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any portion of their business or operations and to dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$1,000,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Debtors (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;
- (b) subject to the limits set out in paragraph 10(a), assign any rights and obligations of the Debtors under an agreement, provided the applicable Debtor has first obtained the consent of the counterparty to such agreement should their consent be required;
- (c) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate;
- (d) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor or further Order of the Court, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Debtors deem appropriate, in accordance with section 32 of the CCAA; and
- (e) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Debtors to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

11. The Debtors shall provide each of the relevant landlords with notice of the Debtors’ intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Debtors’ entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Debtors, or by further order of

this Court upon application by the Debtors on at least two (2) days' notice to such landlord and any such secured creditors. If the Debtors disclaim or resiliate the lease governing such leased premises in accordance with section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Debtors' claim to the fixtures in dispute.

12. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:
  - (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Debtors and the Monitor 24 hours' prior written notice; and
  - (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Debtors in respect of such lease or leased premises and such landlord shall be entitled to notify the Debtors of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

13. Until and including September 26, 2025, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Debtors or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtors or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

## **NO EXERCISE OF RIGHTS OR REMEDIES**

14. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Debtors or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:
- (a) empower the Debtors to carry on any business that the Debtors are not lawfully entitled to carry on;
  - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
  - (c) prevent the filing of any registration to preserve or perfect a security interest;
  - (d) prevent the registration of a claim for lien; or
  - (e) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.
15. Nothing in this Order shall prevent any party from taking an action against the Debtors where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

## **NO INTERFERENCE WITH RIGHTS**

16. During the Stay Period, no person shall accelerate, suspend, 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 Debtors, except with the written consent of the Debtors and the Monitor, or leave of this Court.

## **CONTINUATION OF SERVICES**

17. During the Stay Period, all Persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtors, 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 Business or the Debtors

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtors in accordance with the payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors, or as may be ordered by this Court.

## **NON-DEROGATION OF RIGHTS**

18. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any person, other than the Applicant where applicable, be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Debtors.

## **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

19. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 15 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Debtors with respect to any claim against the directors or officers that arose before the date of this Order and that

relates to any obligations of the Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Debtors, if one is filed, is sanctioned by this Court or is refused by the creditors of the Debtors or this Court.

## **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

20. The Debtors shall indemnify their directors and officers against obligations and liabilities that they may incur as directors and or officers of the Debtors after the commencement of the within proceedings except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.
21. The directors and officers of the Debtors shall be entitled to the benefit of and are hereby granted a charge (the "**Director's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$250,000, as security for the indemnity provided in paragraph 20 of this Order. The Director's Charge shall have the priority set out in paragraphs 53 and 55 herein.
22. Notwithstanding any language in any applicable insurance policy to the contrary:
  - (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Director's Charge; and
  - (b) the Debtors' directors and officers shall only be entitled to the benefit of the Director's Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

## **APPOINTMENT OF MONITOR**

23. BDO is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs of the Debtors with the powers and obligations set out in the CCAA or set forth herein and that the Debtors and their

shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Debtors pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

24. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Debtors' receipts and disbursements, Business and dealings with the Property;
- (b) exercise the consent rights set out in this Order in its sole discretion including without limitation the right to consent to any agreement, transaction, payment or transfer referenced above;
- (c) notify or otherwise contact, whether orally or in writing, customers of the Debtors, to advise of the commencement of these proceedings, and the continued obligation of such customers to make payments to the Debtors under existing agreements with, or otherwise assigned to, the Debtors;
- (d) notify or otherwise contact, whether orally or in writing, suppliers of the Debtors, to advise of the commencement of these proceedings, and the continued obligation of such suppliers to supply goods and services to the Debtors under existing agreements with, or otherwise assigned to, the Debtors;
- (e) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Debtors;
- (f) assist the Debtors, to the extent required by the Debtors, in their dissemination to the Applicant and its counsel on a bi-weekly basis of financial and other

information as agreed to between the Debtors and the Applicant which may be used in these proceedings, including reporting on a basis as reasonably required by the Applicant;

- (g) advise the Applicant in the preparation of the Debtors' cash flow statements and reporting required by the Applicant, which information shall be reviewed with the Monitor and delivered to the Applicant and its counsel on a periodic basis, but not less than bi-weekly, or as otherwise agreed to by the Applicant;
  - (h) advise the Debtors in their development of the Plan and any amendments to the Plan;
  - (i) assist the Debtors, to the extent required by the Debtors, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
  - (j) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Debtors to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Debtors or to perform its duties arising under this Order;
  - (k) be at liberty to engage independent legal counsel or such other Persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
  - (l) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Debtors and any other Person; and
  - (m) perform such other duties as are required by this Order or by this Court from time to time.
25. The Monitor is hereby 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 Monitor is hereby expressly empowered and authorized to do any of the following where the Monitor considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all

proceeds, receipts and disbursements arising out of or from the Property, which shall include the Monitor's ability to abandon, dispose of, or otherwise release any interest in any of the Debtors' real or personal property, or any right in any immovable;

- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the Business of the Debtors, 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 Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, including the CRO (as defined herein), and such other Persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Monitor's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the Business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of

any of the Property, whether in the Monitor's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Monitor, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Monitor to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) develop or continue any sales and investment solicitation processes the ("**Sales Process**") in respect of the Business and Property;
- (l) to market any or all 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 Monitor in its discretion may deem appropriate, including without limiting the foregoing, continuing the Sales Process;
- (m) 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 not exceeding \$100,000, 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 purchase price or the aggregate purchase price exceeds the applicable

amount set out in the preceding clause;

and in each such case notice under subsection 59(10) of the *Personal Property Security Act*, RSBC 1996, c 359, subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7 or any other similar legislation in any other province or territory shall not be required.

- (n) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (o) to report to, meet with and discuss with such affected Persons as the Monitor deems appropriate all matters relating to the Property and these CCAA proceedings, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable;
- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) 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 thought desirable by the Monitor, in the name of the Debtors;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (s) exercise control over the Cash Management system, and any other bank accounts held in the name of the Debtors;
- (t) dealing with any taxing or regulatory authority including to execute any appointment or authorization form on behalf of the Debtors that any taxing or

regulatory authority may require, in order to confirm the appointment of an authorized representative of the Debtors (which may be a representative of the Monitor) for such purposes;

- (u) disclaim, in accordance with the CCAA, any contracts of the Debtors;
- (v) file, or take any such necessary actions for the preparation and filing of and in the name of the Debtors, (i) any tax returns and, (ii) the Debtors' employee related remittances, T4 statements and records of employment for the Debtors' former employees, in either case, based solely on the information in the Debtors' books and records and on the basis that the Monitor shall incur no liability or obligation to any person with respect to such return, remittances, statements, records or other documents;
- (w) perform such other functions or duties, and enter into any agreements or incur any obligations, as the Monitor considers necessary or desirable in order to facilitate or assist the winding-down or liquidation of the Debtors, the realization and/or sale of all or any part of the Debtors' Property, the distribution of any net sale proceeds of the Property, or any other related activities, including, without limitation, in connection with terminating this CCAA proceeding;
- (x) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (y) apply to this Court, on its own behalf or on behalf of the Debtors, for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order of this Court in these proceedings, including for advice and directions with respect to any matter; and
- (z) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

(collectively, the “**Monitor’s Additional Powers**”).

26. Notwithstanding anything contained in this Order, where the Monitor exercises any of the Monitor's Additional Powers, it shall be the sole Person authorized to exercise such powers, to the exclusion of all other Persons, including the Debtors, and no director or officer of the Debtors shall incur any liability for any decisions or actions of the Monitor acting under such authority.
27. The Monitor shall not take possession of the Business or Property and shall take no part whatsoever in the management or supervision of the management of the Business other than in exercising the Monitor’s Additional Powers for and on behalf of the Debtors, and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof. Nothing in this order shall be construed as resulting in the Monitor being deemed an officer, director or an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.
28. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order be deemed to be in possession of any of the Property within the meaning of any federal or provincial environmental legislation.
29. The Monitor shall provide any creditor of the Debtors and the Applicant with information provided by the Debtors or in the Monitor’s possession in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor

shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Debtors is confidential or to the Monitor's knowledge is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Debtors may agree.

30. 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 protections afforded the Monitor by the CCAA or any applicable legislation.
31. The Monitor and counsel to the Monitor, and the Chief Restructuring Officer ("**CRO**"), shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges as part of the costs of these proceedings. The Debtors are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, the CRO and counsel for the CRO, and counsel for the Applicant, on a weekly basis and, in addition, the Debtors are hereby authorized to pay to the Monitor and counsel to the Monitor, the CRO and counsel to the CRO, and counsel for the Applicant, reasonable retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.
32. The Monitor and its legal counsel shall pass their accounts from time to time.

#### **ADMINISTRATION CHARGE**

33. The Monitor, and counsel to the Monitor, and the CRO and counsel to the CRO, if any, and the Applicant and counsel to the Applicant, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$750,000 as security for their professional fees and disbursements incurred at the normal rates and charges of the

Monitor and such counsel, and in the case of the CRO and its counsel, and in the case of the Applicant and its counsel, as set out in the CRO Engagement Letter, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraph 53 and 55 hereof.

#### **APPOINTMENT OF CRO**

34. The agreement dated as of August 5, 2025 pursuant to which the Debtors have engaged Full Circle Automotive Solutions Inc. to act as CRO through the services of the Debtors and other employees or agents of the Debtors, a copy of which is attached as Exhibit 160 to the Gil Affidavit and the amendment thereto appended to the Pre Filing Report, as may be amended by the parties thereto with the consent of the Monitor and the Applicant (collectively the “**CRO Engagement Letter**”), and the appointment of the CRO pursuant to the terms thereof, are hereby approved, including, without limitation, payment of the fees and expenses contemplated thereby.
35. That, during the Stay Period, the CRO is authorized to oversee the Business and the Property, and otherwise exercise and perform the powers, responsibilities and duties as described in the CRO Engagement Letter, which shall include the exercise of all consent rights and matters of discretion reserved to the Debtors under the terms of this Order, together with such other powers, responsibilities and duties as may be agreed upon by the CRO, the Monitor and the Applicant (collectively, the “**CRO Powers**”). For the avoidance of doubt, the CRO Powers shall include the authority to enter into agreements or instruments on behalf of the Debtors. In exercising the CRO Powers, the CRO shall be deemed to be acting for and on behalf of the Debtors and not its personal or corporate capacity.
36. The CRO shall not be, or deemed to be a director, officer or employee of the Debtors.
37. All employees of the Debtors shall remain employees of the Debtors until such time as the employment of such employees is terminated. Nothing in this Order shall cause the CRO to be liable for any employee-related liabilities or duties, including, without

limitation, wages, severance pay, termination pay, vacation pay and pension, retirement or benefit amount.

38. Nothing herein contained and nothing done by the CRO in carrying out its duties hereunder shall result in, or be deemed to result in, the CRO being an employer, successor employer, responsible person, operator, officer, director, employee receiver, trustee, assignee, liquidator, administrator, legal representative, receiver-manager or agent of the Debtors, in each case, within the meaning of any statute, regulation or rule of law, or equity, for any purpose whatsoever. Without limiting the foregoing, the CRO shall not, as a result of this Order, or anything done pursuant to this Order, be deemed to occupy or to take 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 respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, under Environmental Legislation, provided however that nothing herein shall exempt the CRO from any duty to report or make disclosure imposed by applicable Environmental Legislation, provided further however, if the CRO is nevertheless found to be in possession of any Property, then the CRO shall be deemed to be a person who has been lawfully appointed to take or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the BIA (as defined below) and shall be entitled to the benefits and protections in relation to the Debtors and such Property as provided in s. 14.06(2) of the BIA to a "trustee" in relation to an insolvent person and its property. The CRO shall not, as a result of this Order or anything done in pursuance of the CRO'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 it is actually in possession.
39. The CRO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence

or wilful misconduct on the part of the CRO, provided further that in no event shall the liability of the CRO exceed the quantum of the fees paid to the CRO.

40. The obligations of the Debtors to the CRO pursuant to the CRO Engagement Letter shall be treated as unaffected and may not be compromised in any Plan or proposal filed under the BIA in respect of the Debtors.
41. To the extent required by the Monitor or the Applicant, the CRO shall assist with the timely dissemination of financial and other information to the Monitor, Applicant, and its counsel of such information reasonably requested by the Applicant.
42. The Debtors shall not make any payment or transfer of money, without the consent of the CRO.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MONITOR**

43. The Debtors and all other Persons (collectively “**Requested Persons**” and each being a “**Requested Person**”) having notice of this Order shall forthwith advise the Monitor of the existence of any Property in such Requested Person's possession or control, shall grant immediate and continued access to the Property to the Monitor, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Monitor upon the Monitor's request.
44. All Requested Persons shall forthwith advise the Monitor 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 business or affairs of the Debtors, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Requested Person's possession or control, and shall provide to the Monitor or permit the Monitor to make, retain and take away copies thereof and grant to the Monitor unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph

45 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 Monitor due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

45. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Requested Persons in possession or control of such Records shall forthwith give unfettered access to the Monitor for the purpose of allowing the Monitor to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Monitor in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Monitor. Further, for the purposes of this paragraph, all Persons shall provide the Monitor with all such assistance in gaining immediate access to the information in the Records as the Monitor may in its discretion require including providing the Monitor with instructions on the use of any computer or other system and providing the Monitor with any and all access codes, account names, and account numbers that may be required to gain access to the information.

## **EMPLOYEES**

46. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the employment of such employees is terminated. The Monitor shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the Bankruptcy and Insolvency Act (the "**BIA**"), other than such amounts as the Monitor may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 ("**WEPPA**").
47. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic*

*Documents Act*, SC 2000, c. 5, the Monitor shall 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 Monitor, 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 Debtors, and shall return all other personal information to the Monitor, or ensure that all other personal information is destroyed.

#### **FUNDING THE CCAA PROCEEDING**

48. The Monitor be at liberty and it is hereby 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 \$3,500,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it 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 Monitor by this Order, including interim expenditures and to fund and operate the Business. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Monitor'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, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of the Debtors or any Person, but subordinate in priority to the Administration Charge.
49. Neither the Monitor's Borrowings Charge nor any other security granted by the Monitor in connection with its borrowings under this Order shall be enforced without leave of this Court.

50. The Monitor is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule “A”** hereto (the “**Monitor's Borrowing Certificates**”) for any amount borrowed by it pursuant to this Order.
51. The monies from time to time borrowed by the Monitor pursuant to this Order or any further order of this Court and any and all Monitor’s Borrowing 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 Monitor's Borrowing Certificates.
52. The Monitor shall be authorized to repay any amounts borrowed by way of Monitor’s Borrowing Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

#### **VALIDITY AND PRIORITY OF CHARGES**

53. The priorities of the Administration Charge, the Director’s Charge and the Monitor’s Borrowing Charge, as among them, shall be as follows:  
  
First – Administration Charge (to the maximum amount of \$750,000);  
  
Second – Monitor’s Borrowing Charge (to the maximum amount of \$3,500,000); and  
  
Third – Director’s Charge (to the maximum amount of \$250,000).
54. The filing, registration or perfection of the Administration Charge, the Director’s Charge or the Monitor’s Borrowing Charge (collectively, the “**Charges**”) shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
55. Each of the Administration Charge, the Directors s Charge and the Monitor’s Borrowing Charge (all as constituted and defined herein) shall constitute a charge on the Property and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person,

provided that the Charges shall only be effective as against secured creditors who have received notice of the application for the Charges.

56. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtors shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Debtors also obtain the prior written consent of the Monitor, the Applicant, and the beneficiaries of the Charges, or further order of this Court.
57. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the charges entitled to the benefit of the Charges (collectively, the “**Chargees**”) and/or the Applicant shall not otherwise be limited or impaired in any way by:
- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
  - (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
  - (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
  - (d) the provisions of any federal or provincial statutes; or
  - (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that binds the Debtors, and notwithstanding any provision to the contrary in any Agreement:
    - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof shall create or be deemed to constitute a new breach by the Debtors of any Agreement to which they are a party;
    - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the

creation of the Charges, or the execution and delivery of a Monitor's Borrowing Certificate and borrowing by the Monitor thereunder; and

- (iii) the payments made by the Debtors pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

## **ALLOCATION**

- 58. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges, and amongst the various assets comprising the Property.

## **SERVICE AND NOTICE**

- 59. The Monitor shall (i) without delay, publish in the National Post a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Debtors of more than \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.
- 60. The Monitor shall establish a case website in respect of the within proceedings **at:** <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/summit-automotive-group> (the "**Monitor's Website**").
- 61. The Applicant and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, recorded mail, courier, personal delivery or electronic transmission to the Debtors' creditors or other interested parties at their respective

addresses as last shown on the records of the Debtors (the “**Service List**”), or as otherwise updated by the Monitor on the Service List, and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail or recorded mail, on the seventh day after mailing. Any person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, or electronic transmission, a request to be added to the Service List to be maintained by the Monitor.

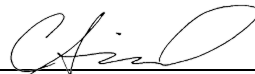
62. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsel’s email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor’s Website.

## **GENERAL**

63. The Debtors or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
64. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor’s reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
65. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager or a trustee in bankruptcy of the Debtors, the Business or the Property.
66. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction, to give effect to this Order and to assist the Debtors, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance

to the Debtors and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Debtors, the Monitor and their respective agents in carrying out the terms of this Order.

67. Each of the Debtors and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
68. Any interested party (including the Debtors and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
69. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.



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Justice of the Court of King's Bench of Alberta

**SCHEDULE "A"**  
**MONITOR'S BORROWING CERTIFICATE**

CERTIFICATE NO.

AMOUNT

\_\_\_\_\_

\$

\_\_\_\_\_

1. THIS IS TO CERTIFY that **BDO CANADA LIMITED** the CCAA **Monitor** (the "**Monitor**") of all of the assets, undertakings and properties of 1175104 B.C. LTD., 1262113 B.C. Ltd., 1272986 B.C. Ltd., 2345137 ALBERTA LTD., 2351497 ALBERTA LTD., 2437342 ALBERTA Ltd., 2497902 ALBERTA LTD., SUMMIT S AUTO LTD., SUMMIT V AUTO LTD., MK AUTO K-M LTD. (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Court of Kings Bench of Alberta and/or the Court of Kings Bench of Alberta (In Bankruptcy and Insolvency) (the "**Court**") dated the ● day of ●, 20● (the "**Order**") made in ABKB Action No. 2501-13057 has received as such Monitor from the holder of this certificate (the "**Lender**") the principal sum of \$●, being part of the total principal sum of \$● which the Monitor 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 Monitor 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 Monitor 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 Monitor 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 Monitor to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Monitor 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 ●, 20●.

**BDO Canada Limited** solely in its capacity as Monitor of the Business and Property (as defined in the Order), and not in its personal capacity

Per:  
Name:  
Title: