



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

COM
 Aug 22, 2025

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

AND IN THE MATTER OF THE 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 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 **ORIGINATING APPLICATION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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 ATTN: Sam Gabor / Cameron Brunet

NOTICE TO THE RESPONDENTS

This application is made against you.

You have the right to state your side of this matter before the Justice.

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

Date: August 22, 2025
 Time: 2:00 p.m. (MST)
 Where: By Webex (see Webex details at **Appendix “1”**)
 Before Whom: The Honourable Justice Marion in Commercial Chambers
 Go to the end of this document to see what you can do and when you must do it.

Remedy claimed or sought:

1. The Applicant, Bank of Montreal (“**BMO**”) brings this Originating Application for an Order (the “**Initial Order**”), substantially in the form attached as **Schedule “A”**, among other things:
 - (a) declaring that the time for service of this application be abridged, that this application is properly returnable, and that further service of this application be dispensed with;
 - (b) declaring that 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 VS, Real Co, MK Auto, and 235 AB, the “**Summit Auto Group**” or the “**Debtors**”) are parties to which the CCAA applies;
 - (c) appointing BDO Canada Limited (“**BDO**”) as Monitor of the Summit Auto Group in these proceedings (the “**Proposed Monitor**” and, if appointed, the “**Monitor**”);

- (d) expanding the powers of the Monitor in these proceedings, including authorizing the Monitor to:
- (i) take actions and steps to manage, operate, and carry on the businesses of the Summit Auto Group, including authority to enter into contractual arrangements on behalf of the Debtors;
 - (ii) continue any current engagement with the Summit Auto Group's current sales agent or alternatively terminate the current sales agent agreement and engage a new sales agent, for and on behalf of the Summit Auto Group;
 - (iii) continue the Debtors engagement of Full Circle Automotive Inc. ("**Full Circle**") as the current Chief Restructuring Office ("**CRO**") in these CCAA proceedings;
 - (iv) take possession of, preserve, protect, and exercise control over the property of the Summit Auto Group, including the Debtors' bank accounts;
 - (v) report to, meet, discuss, and share information with affected persons on all matters relating to the Summit Auto Group's businesses and property;
 - (vi) oversee and direct the preparation and dissemination of financial and other information of the Summit Auto Group, including cash flow statements; and
 - (vii) proceed to continue negotiations for the sale of the Debtors' dealerships;
 - (viii) market and sell the assets of the Summit Auto Group;
- (e) approving the appointment of Full Circle as CRO of the Summit Auto Group;
- (f) granting an initial stay of proceedings to September 1, 2025 of all proceedings, rights and remedies that might be taken in respect of to the Debtors (the "**Stay Period**");

- (g) approving the Monitor’s borrowing certificate mechanism (the “**Monitor’s Borrowing Certificate**”) allowing BDO as monitor to borrow funds directly from BMO through the issuance of a Monitor’s Certificate;
- (h) Granting the following charges over the Debtors’ property (collectively, the “**Priority Charges**”):
 - (i) an Administration Charge in the maximum amount of \$350,000 (the “**Administration Charge**”) in favour of counsel for BMO, the Monitor, the Monitor’s counsel, the CRO and the CRO’s counsel;
 - (ii) a Monitor’s Borrowing Charge (the “**Monitor’s Borrowing Charge**”) up to the maximum amount of \$500,000 with a super priority subject only to the Administration Charge;
 - (iii) a Directors’ Charge (the “**Director’s Charge**”) to a maximum amount of \$250,000 subordinate to the Administration Charge and Monitor’s Borrowing Charge;
- (i) granting such other relief as counsel may advise and this honourable court deems just.

Grounds for making this application:

II. BACKGROUND ON THE SUMMIT AUTO GROUP

2. As set out in the Affidavit of John Gil, sworn August 15, 2025, filed herewith (the “**Gil Affidavit**”), the Summit Auto Group, as defined herein, is an automotive dealership group that operates seven (7) car dealerships in Alberta and British Columbia (the “**Dealerships**”). Since its formation, the Summit Auto Group has expanded through acquisitions to position itself as a multi-OEM branded dealership group. The Summit Auto Group sells cars manufactured by the following OEMs: Volkswagen, Mitsubishi, Nissan, Stellantis (i.e. Chrysler, Dodge, Jeep, and Ram) and Ford.

3. The Summit Auto Group buys and sells vehicles and vehicle parts, and provides related services including financing and leasing, and maintenance and repairs through on-site service centres. Each of the dealerships within the Summit Auto Group employs retail sales employees. Certain dealerships also employ trained technicians who perform maintenance and handle warranty claims and recall repairs.
4. The Summit Auto Group is made up of closely held private corporations
 - A. **BMO Indebtedness**
 - B. BMO is the operating lender for the Operating Debtors and is their senior secured lender. BMO also acts as the cash management provider for the Debtors other than 197 AB.
 5. Between 2020 and 2024, the Operating Debtors, Real Co, and 235 AB, as borrowers, entered into term sheets and operating agreements (as amended and restated from time to time) with BMO, as lender (the “**Loan Agreements**”).
 6. As of August 12, 2025, the Summit Auto Group owes BMO a total of approximately \$58 million, plus accrued legal and professional fees on a solicitor and own client basis, costs, charges, disbursements and expenses incurred by BMO and its agents, plus further accruing costs and interest thereafter (collectively, the “**Indebtedness**”).
 - C. **Guarantees and Security Granted to BMO**
 7. Pursuant to the Loan Agreements, BMO has been granted guarantees from specific members of the Summit Auto Group of the obligations, liabilities and indebtedness of the other members within the Summit Auto Group (the “**Guarantees**”). The Guarantees executed by Vermilion Chrysler, Cranbrook Mitsubishi, Sun Valley Nissan, Western Sport Products, Castle Ford, Arrow VW Real Co and MK Auto (the “**Cross Guarantors**”) have cross-collateralized each of those entities respective debts to BMO and cause each of the Cross Guarantors to be liable to BMO for each of their total respective indebtedness.
 8. The indebtedness of Squamish Chrysler is not guaranteed by the Cross Guarantors and is only guaranteed by 194 AB.

9. As continuing security for the Summit Auto Group's obligations to BMO, the Summit Auto Group has provided, in favour of BMO, general security agreements, which provide security interest in all present and after acquired personal property, and chattel mortgages. BMO has also been provided with real property mortgages from Real Co for real property in Alberta and B.C.

D. Financial Status of Summit Auto Group

10. Each of the debtor entities is insolvent as they cannot meet their liabilities as they become due and/or their liabilities exceed their assets.

III. FINANCIAL DIFFICULTIES AND BREACHES OF SUMMIT AUTO GROUP

11. The challenges and financial circumstances of the Debtors are described in detail in the Gil Affidavit. Among other things, the Summit Auto Group are in default of their obligations under the Loan Agreements. These defaults include a significant amount of vehicles having been sold in violation ("SIVs") i.e. sold without the proceeds having been paid to BMO in breach of the terms of the floorplan facilities established by BMO.
12. On April 1, 2025, BMO's counsel delivered demand letters and notices of intention to enforce security under section 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("BIA") on the Summit Auto Group.
13. In May and June of 2025, BMO and Summit Auto Group entered into forbearance agreements (the "**Forbearance Agreements**"). Among other things, BMO agreed to forbear from exercising its rights and remedies until September 12, 2024 (the "**Forbearance Date**"), or the occurrence of a Termination Event (as defined in the Forbearance Agreements, a "**Termination Event**") to provide the Summit Auto Group's management with an opportunity to complete transactions to sell the Dealerships in order to repay the Indebtedness.
14. Among other terms and conditions of the Forbearance Agreements, the Summit Auto Group consented to a Consent Initial CCAA Order being held in trust by BMO's counsel pending

a Termination Event. The Summit Auto Group also agreed no further SIVs would arise from the terms of forbearance.

15. The Forbearance Agreements have been significantly breached, including, but not limited to, SIVs continuing to occur at an alarming rate during forbearance period and the Summit Auto Group wholesaling vehicles during forbearance period financed by BMO at significant losses causing even further SIVs. Based on these breaches, the Summit Auto Group is suffering significant financial losses which is rapidly deteriorating BMO's secured position, eroding BMO's security and placing its security in jeopardy. It is urgent that BMO obtains relief from the Court as soon as possible.
16. Management has failed or neglected to turn-around the businesses and implement satisfactory operational changes to prevent further exposure to BMO.
17. The Summit Auto Group is in severe financial distress and BMO has lost confidence in management's ability to manage the businesses and operations without causing BMO to suffer continued significant financial exposure. A CCAA proceeding is required so BMO can provide borrowing to a Monitor with enhanced powers to take over the operations of the businesses, maintain going-concern value and proceed forward with selling the Dealerships through currently contemplated transactions negotiated during the forbearance period or entering into new transactions or commencing a sales process.

IV. CCAA PROCEEDINGS AND RELIEF SOUGHT

A. Need for CCAA Proceedings and Eligibility

18. The Summit Auto Group is comprised of "debtor companies" to which the CCAA applies. They have combined debt in excess of the statutory threshold of \$5 million, are insolvent, and are suffering a severe liquidity crisis.
19. BMO has worked with the Summit Auto Group in good faith to encourage a restructuring or sales process, but these efforts have proven unsuccessful. Other than a single potential transaction for Western Sport Products, the Summit Auto Group's smallest dealership, no other potential transactions will close by the Forbearance Date

20. The Summit Auto Group cannot continue to operate as a group of going concern dealerships absent BMOs continued financial support and creditor protection. BMO is only willing to provide additional financial support in the context of a court-supervised CCAA proceeding.
21. Immediately following the issuance of the Initial Order, it is intended that the Monitor, if appointed, will engage with the Summit Auto Group's current sales agent towards continuing the negotiations of current in place transactions and/or identifying new going-concern transactions or a new sales process. Through a Court-supervised sales process and with the protections afforded by the CCAA, the Dealerships can be marketed and sold in a process that is efficient, tailored and appropriately timed, with the goal of yielding the highest possible price.
22. BDO, with the assistance of the Full Circle, is preparing a 13-week cash flow forecast to be included in the proposed Monitor's pre-filing report (the "**Cash Flow Forecast**") that is premised on, among other things, the assumption that the Summit Auto Group will be granted CCAA protection and the Monitor's Borrowing certificate mechanism will be approved.

B. Appointment of Monitor and Enhanced Powers

23. BMO proposes that BDO be appointed as Monitor in these CCAA proceedings. BDO has consented to act as Monitor, subject to Court approval.
24. BDO is a trustee within the meaning of section 2 of the *BIA* and is not subject to any of the restrictions on who may be appointed as monitor set out in section 11.7(2) of the CCAA.
25. BDO was previously retained by the BMO as a financial advisor with respect to the Debtors, other than 197 AB. As such, BDO is familiar with the operations of the Dealerships, and the financial challenges and sales efforts that have taken place to date.
26. In order to ensure there are proper protections in place throughout the CCAA proceeding, and to ensure progress is made towards the design and implementation of a sales process, the Initial Order sought contemplates enhanced powers of the Monitor, including powers to:

- (a) manage, operate, and carry on the businesses of the Summit Auto Group, including authority to enter into contractual arrangements on behalf of the Debtors;
- (b) continue the Summit Auto Group's engagement of the Tim Lamb Group as sales agent for the Summit Auto Group;
- (c) preserve, protect, and exercise control over the property of the Debtors including the Debtors' bank accounts;
- (d) report to, meet, discuss, and share information with affected persons on all matters relating to the Summit Auto Group's businesses and property;
- (e) oversee and direct the preparation and dissemination of financial and other information of the Debtors, including cash flow statements; and
- (f) continue to negotiate current transactions, market and sell the Dealerships.

C. Administration Charge

- 27. BMO seeks a super-priority charge over the Summit Auto Group's property in favour of the Monitor, counsel to the Monitor, the CRO and counsel to the CRO (the "**Professionals Group**") to secure payment of their professional fees and disbursements, whether incurred before or after the date of the Initial Order (the "**Administration Charge**").
- 28. The proposed Administration Charge being sought at the Application for the Initial Order is for a maximum amount of \$350,000 in order to secure the payment of fees and expenses incurred in connection with moving for the within relief sought and for the initial ten-day protection period leading up to the comeback hearing scheduled for August 27, 2025 (the "**Comeback Hearing**"). The Administration Charge is proposed to rank as a first-priority charge on the Property (as defined in the Initial Order).
- 29. It is contemplated that the Professionals Group will have extensive involvement during these CCAA proceedings. The Professionals Group have contributed and will continue to contribute to an orderly sale and/or liquidation of the Summit Auto Group's businesses, and will ensure that there is no unnecessary duplication of roles among them.

D. Approval of Monitor's Borrowing Charge

30. Under the Consent Initial Order, the Monitor has the power to borrow funds from BMO pursuant to a Monitor's borrowing certificate akin to a borrowing certificated within a receivership proceeding. It is understood that the proposed Monitor is of the view that the use of the Monitor's Borrowing Certificate is reasonable given that the Monitor will employ similar powers to a receiver, and that the maximum amount of \$500,000 sought to be available to be borrowed thereunder is reasonably necessary to maintain the operations and businesses of the Summit Auto Group pending the comeback hearing.

E. Director's Charge

31. It is contemplated that the Monitor may require certain transitional assistance from the sole director of the Debtors, not including 197 AB. As a result, BMO is seeking a director's charge in the amount of \$250,000 (the "**Director's Charge**").

F. Stay of Proceedings

32. A stay of proceedings for a ten-day initial period is necessary to maintain the *status quo* and to provide the Summit Auto Group with the breathing space that the Summit Auto Group and Monitor require to stabilize operations for the benefit of all stakeholders of the Summit Auto Group prior to the Comeback Hearing.
33. Based on the Cash Flow Forecast and subject to this Court's approval of the Monitor's Borrowing Certificate, the company will have sufficient funds to operate in the ordinary course during the initial 5-day period until the Comeback Hearing on August 27, 2025.

V. CONCLUSION

34. The Summit Auto Group is insolvent. BMO requires immediate relief to prevent its secured position and collateral from continuing to erode. Meanwhile, the Debtors require immediate financial support to maintain their operations to sell their businesses. BMO has security over all assets of the Summit Auto Group and its collateral has been placed into jeopardy because of the ongoing operational practices of the Summit Auto Group.

35. The proposed Initial Order is in the best interest of the Summit Auto Group and their stakeholders, including BMO.

Material or evidence to be relied on:

36. Affidavit of John Gil, sworn August 15, 2025, to be filed;
37. Brief of Law of the Applicant, to be filed;
38. Pre-Filing Report of BDO Canada Limited as the Proposed Monitor, to be filed;
39. Consent to Act as Monitor of BDO Canada Limited, to be filede; and
40. Such further and other materials and evidence as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

41. *Companies' Creditor Arrangement Act*, R.S.C. 1985, c. C-36, including ss. 2, 11, 11.2, 11.52, 11.7, 23.
42. *Alberta Rules of Court*, Alta. Reg. 124/2010, including Part 3, Division 2, Subdivision 1.50.
43. 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:

44. N/A
45. How the application is proposed to be heard or considered:
46. Via Webex before the Honourable Justice Marion on the Commercial List as described in Appendix 1.

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.

APPENDIX “1”

Virtual Courtroom 60 has been assigned for the above noted matter:
Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom60>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. **Note: Recording or rebroadcasting of the video is prohibited.**
5. **Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

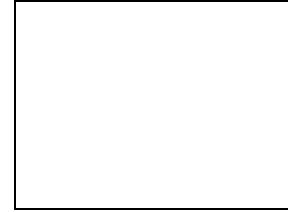
For more information relating to Webex protocols and procedures, please visit:

<https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the “Cisco Webex Meetings” App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

SCHEDULE "A"
PROPOSED FORM OF INITIAL CCAA ORDER

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

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
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APPLICANT:

BANK OF MONTREAL

RESPONDENTS:

AND IN THE MATTER OF A PLAN OF
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DOCUMENT

CCAA INITIAL ORDER

CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT:

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Email: sam.gabor@ca.gowlingwlg.com /
cameron.brunet@gowlingwlg.com
File Number.: G10033962

DATE ON WHICH ORDER WAS

PRONOUNCED:

August 22, 2025

NAME OF JUDGE WHO MADE THIS

ORDER:

The Honourable Justice Marion

LOCATION OF HEARING:

Calgary Courts Centre

UPON the application of Bank of Montreal (the “**Applicant**”); **AND UPON** having read the Originating Application, the Affidavit of John Gil sworn August 15, 2025 (the “**Gil Affidavit**”), filed; and the Affidavit of Service of Kym Mesley sworn August •, 2025, filed, the pre-filing report of the BDO Canada Limited (“**BDO**”) as proposed Monitor; **AND UPON** noting the consent of BDO to act as Monitor; **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 BMO 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 statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
 - (i) employment insurance,
 - (ii) Canada Pension Plan, and
 - (iii) income taxes,

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;

- (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.
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;

- (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 million 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 resiliates 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 1, 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 Interim Lender 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 "**Directors' 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 Directors' 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 Directors' Charge; and
- (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' 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 and 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*, R.S.B.C. 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;
- (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.
33. The Monitor, and counsel to the Monitor, and the CRO and counsel to the CRO, if any, 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 \$350,000 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, 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 Monitor’s 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 42 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 \$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 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 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 Certificates.
52. The Monitor shall be authorized to repay any amounts borrowed by way of Monitor’s 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 Directors’ Charge] and the Monitor’s Borrowing Charge, as among them, shall be as follows:
First – Administration Charge (to the maximum amount of \$350,000);
Second – Monitor’s Borrowing Charge (to the maximum amount of \$500,000); and
Third – Directors’ Charge (to the maximum amount of \$250,000)

54. The filing, registration or perfection of the Administration Charge, the Directors' 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' 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.
56. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Administration Charge, the Directors' Charge or the Monitor's Borrowing Charge, unless the Applicant also obtains the prior written consent of the Monitor, the Interim Lender, and the beneficiaries of the Administration Charge, [the Directors' Charge] and the Monitor's Borrowing Charge, or further order of this Court.
57. The Administration Charge, the Directors' Charge and the Monitor's Borrowing Charge 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 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 Administration Charge, [the Directors’ Charge] and the Monitor’s Borrowing Charge, and amongst the various assets comprising the Property.

SERVICE AND NOTICE

59. The Monitor shall (i) without delay, publish in [**newspapers specified by the Court**] 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: ●** (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.

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"
MONITOR 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. ● and/or ABKB Action No. ●/Estate No. ● 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: