

COURT FILE NUMBER 2501 - 13057

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **SUPPLEMENT TO THE SEVENTH REPORT
OF BDO CANADA LIMITED, IN ITS
CAPACITY AS THE COURT-APPOINTED
MONITOR**

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INTRODUCTION AND PURPOSE

1. This supplement (the “**Supplement to the Seventh Report**”) to the Seventh Report of the Monitor dated May 11, 2026 (the “**Seventh Report**”) has been prepared by BDO Canada Limited, in its capacity as the Court-appointed Monitor (the “**Monitor**”) of 2412170 Alberta Ltd. (“**Westcastle Dealership**”) and 2416326 Alberta Ltd. (“**Westcastle RealCo**”), together operating as Westcastle Chevrolet Buick GMC (“**Westcastle GMC**”), among other entities subject to these CCAA Proceedings.
2. This Supplement to the Seventh Report should be read in conjunction with the Seventh Report. Capitalized terms not otherwise defined herein have the meanings given to them in the Seventh Report.
3. This Supplement to the Seventh Report is submitted to provide additional information to the Court in support of the Monitor’s request for an Order voiding the transfer of the Westcastle GMC Vehicles to The Loan Store and/or 1292709 Alberta Ltd. (collectively “**The Loan Store**”) pursuant to section 95(1) of BIA and section 36.1 the CCAA.

WESTCASTLE GMC AND THE INCLUSION INTO THE CCAA PROCEEDINGS

4. Westcastle GMC operated a Chevrolet, Buick and GMC dealership in Pincher Creek, Alberta.
5. TD Bank was the senior secured lender of Westcastle GMC.
6. Initially, it was contemplated that Westcastle GMC would be part of the CCAA Proceedings as it is an affiliate of the Summit Auto Group, as it shares the same mind and management (including through the shared oversight from Mr. Michael Koch (“**Mr. Koch**”), the former CEO of the Summit Auto Group, and Mr. Don Liddell (“**Mr. Liddell**”), the former CFO of the Summit Auto Group. However, given that the secured creditor of Westcastle GMC was TD Bank rather than BMO, Westcastle GMC was carved out from the initial filing in these CCAA Proceedings.
7. On September 12, 2025, TD Bank issued demands and Notices of Intention to Enforce Security pursuant to the BIA on Westcastle GMC.
8. Following the expiry of the demands, which had not been satisfied by Westcastle GMC, on October 16, 2025, TD Bank retained FTI Consulting Inc. (“**FTI**”) to act as its financial advisor.

FTI was engaged to complete a business review of Westcastle GMC, including among other activities, a review of Westcastle GMC's financial projections, liquidity and assets.

9. The Monitor has been advised by FTI that it worked closely with Mr. Liddell, who was controller of Westcastle GMC during its review period, and FTI and Mr. Liddell reviewed the books and records of the Westcastle GMC businesses as part of that engagement.
10. On September 22, 2025, Westcastle GMC entered into the Westcastle Sale Agreements, to sell substantially all of Westcastle GMC's operating assets to the Westcastle Dealership Purchaser, including real estate subject to customary conditions.
11. FTI issued a draft report on its financial review at the end of October or early November 2025 (the "**FTI Report**"). Based on the Monitor's review of the draft FTI Report, which assessed the Westcastle Sale Agreements and provided an estimated proceeds waterfall based on Westcastle GMC's balance sheet (assets and liabilities) at that time (the "**November 2025 Waterfall Estimate**"), it appeared that approximately \$500,000-\$800,000 of surplus realization proceeds would be available to the equity interests being MK Auto.
12. The Summit Group entity MK Auto is the sole voting shareholder of Westcastle GMC.
13. On November 11, 2025, the Monitor received letter correspondence from corporate counsel for Westcastle GMC, Jomha Skrobot LLP, requesting the shareholder consent of MK Auto in respect of the Westcastle GMC Transactions pursuant to section 190 of the *Business Corporations Act* (Alberta) (the "**Shareholder Resolution**"). The correspondence claimed that the Westcastle GMC Transactions were to close on November 15, 2025, the transactions were for fair market value, and in order to complete the transactions shareholder approval from MK Auto was required.
14. On November 18, 2025, counsel for the Monitor sent letter correspondence to each of insolvency counsel (DLA Piper Canada LLP) and corporate counsel for Westcastle GMC, advising that in order for the Monitor to provide the Shareholder Resolution, it would need to satisfy its own due diligence, requiring all corporate minute books, access to Westcastle GMC's bank accounts, use of proceeds information, a listing of the wholesale vehicle deals in the last six months, a listing of vehicle audit results, CRA remittances, and accounting of monies paid to certain entities. A copy of this correspondence is attached as **Appendix "A"**.

15. On December 5, 2025, insolvency counsel for Westcastle GMC provided a letter response to the information request and enclosed certain of the requested records. A copy of this correspondence is attached as **Appendix “B”**.
16. On December 11, 2025, insolvency counsel for Westcastle GMC confirmed to counsel for the Monitor that the OEM, General Motors, supported the Westcastle GMC Transactions.
17. On December 15, 2025, counsel for the Monitor advised insolvency counsel for Westcastle GMC and counsel for TD Bank that although the Monitor had not been kept informed with regard to the Westcastle GMC Transactions, the Monitor was prepared to execute the Shareholder Resolution if the parties agreed that any net sale proceeds following payment to TD Bank, less a certain reserve, would be sent to the Monitor and held in trust. The remaining proceeds would be subject to a claims process in the CCAA Proceedings. A copy of this correspondence is attached as **Appendix “C”**.
18. Monitor’s counsel did not receive a response in respect of its December 15, 2025, correspondence.
19. On December 17, 2025, during a conference call between counsel for the Monitor, insolvency counsel for Westcastle GMC, and counsel for TD Bank, counsel for the Monitor was advised that there was another potential creditor of Westcastle GMC which was never previously disclosed or known. This other creditor was The Loan Store.
20. Despite having been working with Westcastle GMC on its financial review since October 2025, neither TD Bank, FTI, or insolvency counsel for Westcastle GMC, were aware of The Loan Store. Further, based on the Monitor’s review of the November 2025 Waterfall Estimate, it did not list any indebtedness owing to The Loan Store, which the Monitor understands was based on the books and records of Westcastle GMC.
21. Following the December 17 call between Monitor’s counsel, TD Bank’s counsel, and insolvency counsel for Westcastle GMC, it was determined that in light of this new potential creditor emerging, any sale of Westcastle GMC would need to be paused and an insolvency process commenced. TD Bank’s counsel advised the Monitor and insolvency counsel for Westcastle GMC that it intended to appoint FTI as receiver over the businesses.

22. On December 17, 2025, counsel for the Monitor requested that insolvency counsel for Westcastle GMC provide any credit or security documents relating to the The Loan Store claim, and proof of funds having been advanced by The Loan Store to Westcastle GMC. A copy of the email correspondence is attached as **Appendix “D”**.
23. On December 18, 2025, insolvency counsel for Westcastle GMC provided all documents in its possession related to The Loan Store. A copy of this email correspondence is attached as **Appendix “E”**.
24. On December 19, 2025 (the **“Westcastle Closing Date”**), counsel for TD Bank advised counsel for the Monitor that he suspected that the Westcastle GMC Transactions had, or were proceeding to close without shareholder consent.
25. The Monitor understands that the Westcastle GMC director at the time, Mr. Koch, executed the Shareholder Resolution on behalf of MK Auto despite lacking the authority to do so.
26. After discovering that the Westcastle GMC Transactions had closed without the necessary Shareholder Resolution, the Monitor urgently exercised the shareholder rights of MK Auto, replacing Michael Koch as director of each of the Westcastle GMC entities with Mr. Lionel Robbins, the CRO of the Summit Auto Group. Copies of the shareholder resolutions are attached as **Appendices “F”** and **“G”**.
27. As the closing of the Westcastle GMC Transaction took everyone by surprise, including TD Bank, the Monitor, FTI, and insolvency counsel to Westcastle GMC, on December 22, 2025, TD Bank’s counsel delivered written correspondence to the Westcastle GMC Purchaser’s counsel confirming that:
 - a) TD Bank did not consent to the closing of the Westcastle GMC Transactions;
 - b) TD Bank has not delivered any discharges or releases of its security;
 - c) all inventory and proceeds of sale remain subject to TD Bank’s security; and
 - d) TD Bank is actively considering enforcement remedies, including:
 - (i) appointment of a receiver;
 - (ii) VIN-specific registrations over inventory; and
 - (iii) other formal insolvency proceedings.

A copy of this correspondence is attached as **Appendix “H”**.

28. Between December 30, 2025, and January 4, 2026, the Monitor and its counsel, counsel for TD Bank, and counsel for BMO discussed the most efficient approach to complete the vesting of the Westcastle GMC properties pursuant to the Westcastle GMC Transactions and dealing with the proceeds in the circumstances. It was the Monitor’s view that bringing the Westcastle GMC entities into the existing CCAA Proceedings was more efficient than appointing a receiver over Westcastle GMC given the overlap of Westcastle GMC with the Summit Auto Group. The Monitor was of the view the CCAA Proceedings provided centralized oversight, would avoid duplication and cost, and was more appropriate than a receivership since the sale proceeds were sufficient to satisfy the obligations owing to TD Bank in full. TD Bank’s preference at this time was to appoint FTI as receiver over Westcastle GMC.
29. On January 3, 2026, an AMVIC license was reviewed to determine any relationships between The Loan Store and Mr. Koch. It identified that The Loan Store went by “Cars on Whyte”, “Edmonton Imports”, “Auto Finance Lease and America Fleet” amongst other trade names. It was also identified that The Loan Store had completed several wholesale transactions with the Summit Auto Group prior to the appointment of the Monitor.
30. The CRO subsequently reviewed the Westcastle GMC Transactions and observed a material variance between Westcastle GMC’s vehicle inventory per the FTI Report and the dealership’s inventory as at the Westcastle Closing Date. The CRO identified that there was a \$1.3 million discrepancy in vehicle inventory. The discrepancy came from, at least in part, certain vehicles having been transferred to The Loan Store, these being the Westcastle GMC Vehicles. Additionally, there were six identified vehicle transfers to 2279148 Alberta Ltd (“**227 AB**”).
31. The majority of these transferred vehicles were financed under TD Bank’s floorplan facility but were not repaid at the Westcastle Closing Date.
32. On January 4, 2026, counsel for TD Bank confirmed that it would not oppose the Monitor’s application to bring Westcastle GMC into the within CCAA Proceedings, provided TD Bank was paid in full for its indebtedness.
33. On January 7, 2026, Westcastle GMC was brought into the within CCAA proceedings and the Monitor obtained an approval and vesting order in respect of the Westcastle GMC

Transactions, vesting Westcastle GMC's assets into the name of the Westcastle GMC Purchaser free and clear of encumbrances.

34. On January 12, 2026, counsel for TD Bank provided VIN verification registrations against 26 transferred vehicles to which TD floor line financing was outstanding (inclusive of 20 vehicles transferred to The Loan Store and 6 transferred to 227 AB). Subsequently on January 19, 2026, the Monitor registered an interest against these vehicles at the PPR.
35. On January 22, 2026, upon the application of the Monitor, the Court granted the Freezing Order, prohibiting the sale or transfer of the Westcastle GMC Vehicles in order to ensure their preservation and protection. Additionally, the Freezing Order required The Loan Store to disclose the location of the Westcastle GMC Vehicles in its possession, among other things.
36. Based on the Monitor's review, the transfer of the Westcastle GMC Vehicles to The Loan Store appears to:
 - a) have taken place several months after TD Bank had issued its demands and Notices of Intention to Enforce Security on Westcastle GMC, which demands were not satisfied by Westcastle GMC;
 - b) have occurred on the Westcastle Closing Date;
 - c) lack documentation and details;
 - d) be void of any cash consideration to Westcastle GMC's estate;
 - e) occurs within three months of the CCAA Proceedings; and
 - f) have had the effect of giving The Loan Store a preference over Westcastle GMC's creditors.

REQUESTS FOR DOCUMENTATION AND INFORMATION

37. On February 3, 2026, counsel for the Monitor requested from counsel for The Loan Store at the time, LINQ Law, information on the Westcastle GMC Vehicles, including whether the vehicles remained in The Loan Store's possession, whether any vehicles had been sold, any loan agreement, security documents, and any bank records showing the advance of funds to Westcastle GMC.

38. On February 19, 2026, then counsel for The Loan Store provided the Borrower Acknowledgment of Funds and Running Balance Receipt (the “**Advances Confirmation**”). The Advances Confirmation purport to evidence The Loan Store making advances to Mr. Koch personally. Copies of the Advances Confirmation are attached as **Appendix “I”**.
39. On February 20, 2026, counsel for the Monitor requested information regarding the Westcastle GMC Vehicles and their status and location.
40. On February 23, 2026, counsel for the Monitor sent correspondence to then counsel for The Loan Store advising of The Loan Store’s non-compliance with the Freezing Order. A copy of this correspondence is attached as **Appendix “J”**.
41. On February 23, 2025, then counsel for The Loan Store confirmed that The Loan Store had not sold any Westcastle GMC Vehicles that are the subject to the Freezing Order, but it failed to provide the locations of the vehicles.
42. On February 24, 2026, counsel for the Monitor requested from counsel for The Loan Store the physical location of the Westcastle GMC Vehicles in its possession.
43. On March 2, 2026, counsel for the Monitor followed up with its request for information on the location of the Westcastle GMC Vehicles and on that same day then counsel for The Loan Store advised they would be seeking information from their client.
44. On March 4, 2026, counsel for the Monitor requested a call with then counsel for The Loan Store to discuss the Westcastle GMC Vehicles. Then counsel for The Loan Store never responded to the request.
45. On March 16, 2026, counsel for the Monitor proposed to counsel for The Loan Store that the Westcastle GMC Vehicles be sold by the Monitor and the proceeds be held in trust for distribution following the Claims Procedure.
46. On March 20, 2026, counsel for the Monitor was served with a Notice of Withdrawal of Lawyer of Record from LINQ Law. A copy of the Notice of Withdrawal is attached as **Appendix “K”**.
47. On March 25, 2026, new counsel for The Loan Store, Ogilvie LLP (“**Ogilvie**”) advised counsel for the Monitor they would be opposing the Monitor seeking to sell the Westcastle GMC Vehicles and the Claims Procedure Order.

48. On March 31, 2026, counsel for The Loan Store sent correspondence to counsel for the Monitor. The correspondence set out that The Loan Store obtained the Westcastle GMC Vehicles through a settlement agreement dated December 19, 2025, that The Loan Store only received 23 of the vehicles purportedly transferred to it pursuant to the settlement agreement and provided a general location information for the vehicles in its possession. A copy of the March 31, 2026, correspondence is attached as **Appendix “L”**.
49. On April 6, 2026, counsel for the Monitor sent reply correspondence to counsel for The Loan Store (the **“Reply Correspondence”**). A copy of Reply Correspondence is attached as **Appendix “M”**.
50. On April 6, 2026, counsel for The Loan Store sent email correspondence to counsel for the Monitor, advising that it would be making its own application to validate the alleged settlement agreement and this application should be heard before any application seeking approval of the Claims Procedure. It also requested that the Monitor provide its proposed sale details for the Westcastle GMC Vehicles.
51. Between April 7 – 30, 2026, counsel for The Loan Store and counsel for the Monitor engaged in email correspondences regarding questions each party had relating to the CCAA Proceedings and service, and pertaining to the status of the Westcastle GMC Vehicles.
52. On May 5, 2026, counsel for The Loan Store sent correspondence to counsel for the Monitor, among other things, opposing a sale of the Westcastle GMC Vehicles, confirming its position that The Loan Store obtained the Westcastle GMC Vehicles through a counsel negotiated settlement agreement, and The Loan Store sought to question the CRO. A copy of the May 5 Correspondence is attached as **Appendix “N”**.
53. On May 6, 2026, counsel for the Monitor sent reply correspondence to counsel for The Loan Store advising it that Court-time had been reserved on May 22, 2026, for, among other things, approval of the Claims Procedure and a direction for The Loan Store to return the Westcastle GMC Vehicles. A copy of this reply is attached as **Appendix “O”**.

THE LOAN STORE LOAN AGREEMENT, SECURITY AND ADVANCES

54. On December 17, 2025, counsel for the Monitor obtained copies of the Security Package (defined below) from insolvency counsel to Westcastle GMC (DLA Piper Canada LLP).

55. The Security Package consists of the following documents:

- a) Loan Agreement dated April 3, 2023 (the “**Loan Agreement**”), between The Loan Store as Lender, and 2412170 Alberta Ltd. and 2416326 Alberta Ltd. as Borrowers, and Michael John Koch as Co-Signer;
- b) Personal Guarantee dated April 3, 2023, between Michael John Koch and 2416326 Alberta Ltd. as Guarantors, The Loan Store as Lender, and Michael John Koch and 2416326 Alberta Ltd. as Debtors; and
- c) Personal Guarantee dated April 3, 2023, between Michael John Koch as Guarantor, The Loan Store as Lender, and Michael John Koch as Debtor;

(collectively, the “**Security Package**”).

56. The Loan Store Security Package is attached as **Appendices “P”, “Q”, and “R”**.

57. The Monitor’s counsel has not opined on the validity, enforceability or priority of The Loan Store claim or the Security Package. The Monitor suggests the appropriate forum to review and opine on any claim by The Loan Store as against Westcastle GMC is through the Claims Procedure.

58. Counsel for the Monitor has provided the Monitor with its preliminary review of the Security Package and has advised there may be some potential deficiencies or information gaps that require further review.

59. The Loan Agreement contains charging language which The Loan Store claims secures its loan against the real property assets of Westcastle RealCo. The charging language provides as follows:

This Loan is secured by the following security (the “**Security**”): Westcastle Chevrolet 1100 Watertown Avenue Pincher Creek AB T0K1W0 Land and building.

The Borrower grants to the Lender a security interest in the Security until this Loan is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect the security interest in the Security. The

Borrower will do everything necessary to assist the Lender in perfecting its security interest.

60. The changing language does not comply with the requirements of the Land Titles Act (Alberta) (the “LTA”) for the creation of a mortgage, charge or encumbrance capable of registration under that Act because inter alia it fails to meet the requirements of section 102(1)(b) of the LTA to incorporate the wording specified in the prescribed form, or to the like effect. Instead of using the prescribed wording, the charging language actually used references creation of a “Security Interest”, and therefore reflects the wording of the Personal Property Security Act (Alberta). While the words used to create an equitable charge on land need not comply strictly with the LTA, the seemingly deliberate use of language from the PPR seems to indicate that the intention was not to create an interest under the LTA but rather under the PPR. It is notable that s. 4(f) of the PPR expressly precludes the creation of interests in land using security interests, other than specific interests in fixtures and growing crops.
61. The Monitor needs information as to why the purported security interest was not registered by The Loan Store against Westcastle RealCo lands until November 2025, more than 2.5 years after the date of the Loan Agreement.
62. The guarantees indicate that Mr. Koch may have been the Borrower or Debtor as does the Advances Confirmation. Further, the Advances Confirmation does not reference any advances having been made to either of the Westcastle GMC entities.
63. The Monitor has reviewed the financial statements and other available information of Westcastle GMC, including certain of the bank statements corresponding to the dates of the purported advances, and the records do not show any amounts having been received by either of the Westcastle GMC entities. Further, the advances are not recorded in the Westcastle GMC entities’ financial statements.
64. For the Monitor’s counsel to complete an opinion on the validity, enforceability or priority of the Security Package and The Loan Store Claim, the Claims Procedure is required so that the further information can be gathered, reviewed, and considered.

THE SETTLEMENT AGREEMENT AND LACK OF CONSIDERATION

65. Counsel for The Loan Store states that the transfer of the Westcastle GMC Vehicles was valid as Westcastle GMC received sufficient consideration pursuant to a counsel negotiated settlement agreement.
66. The Affidavit of Martin Hauser, sworn February 22, 2026, makes the statement that “the transfers were in fact a part of a settlement agreement that both parties agreed to through their respective lawyers and to facilitate the closing of the entire transaction, failing which secured creditors (TD Bank and Loan Store) would not have been paid in full from the sale proceeds.”
67. The Affidavit of Michael Koch, sworn February 22, 2026, also states that “these transfers were part of a lawyer-negotiated settlement of a disputed claim, undertaken on legal advice, to facilitate the closing of the entire transaction which would have seen all creditors of Westcastle paid in full from the sale proceeds...as the transaction was a legitimate commercial resolution negotiated between counsel for the respective parties to enable the sale to close and all creditors to be paid.”
68. On January 22, 2026, counsel for Westcastle GMC, Ahmed Jomha, sent email correspondence to counsel for the Monitor advising that he was never part of the alleged counsel-led settlement negotiations. Notably, counsel states “I have read the affidavit of Mr. Hausner and I must advise that the statements made by him as they relate to me are not correct. I have never spoken to Mr. Hausner, nor have I ever drafted or reviewed documentation of any agreement in relation to Loan Bank or Mr. Housner. My only correspondence was with Loan Bank’s counsel, in which it was agreed that upon receipt of \$500,000 by LinQ Law they would provide me with a discharge of their registration at Land Titles. The following is the email which I relied upon as their undertaking.” A copy of the email correspondence is attached as **Appendix “S”**.
69. On May 7, 2026, corporate counsel for Westcastle GMC, Mr. Jomha sent an email to counsel to the Monitor in respect of the purported counsel-negotiated settlement agreement between Westcastle GMC and The Loan Store, and attaching all the correspondence between the respective parties’ counsel. A copy of the email correspondence is attached as **Appendix “T”**.
70. Notably, the correspondence between counsel to The Loan Store and Westcastle GMC pertains to The Loan Store appearing to have accepted a \$500,000 cash payment as the settlement between parties. The correspondence by Westcastle GMC's counsel did not reference any transfer of vehicles as being part of the alleged settlement. Counsel to Westcastle GMC advises in his email that he was not aware of any details pertaining to vehicle transfers.

71. Further, the correspondence between counsel appears to be settling a loan owed to The Loan Store by Mr. Koch in his personal capacity, not a loan owed by Westcastle GMC. The Loan Store payout statement dated December 12, 2025, that was enclosed as part of the alleged settlement references Mr. Koch as being the customer, not Westcastle GMC.
72. The Monitor, through the Claims Procedure intends to seek information on the purported settlement agreement, including its terms, and what loan was purported to have been settled.

INSOLVENCY OF WESTCASTLE GMC

73. At the time the Westcastle GMC Vehicles were transferred to The Loan Store on December 19, 2025, Westcastle GMC was insolvent. TD Bank had demanded on its loans and security in September, and Westcastle GMC was unable to satisfy those demands.
74. The Court found that Westcastle GMC was insolvent and permitted Westcastle GMC to enter into the within proceedings. The Loan Store did not challenge Westcastle GMC entering into these insolvency proceedings.

THE WESTCASTLE GMC VEHICLES TRANSFERRED BY WESTCASTLE GMC

75. The Affidavit of Mr. Koch, sworn January 22, 2026, confirms that he directed the Westcastle GMC controller to prepare bills of sale for the transfer of the Westcastle GMC Vehicles to The Loan Store.
76. The Westcastle GMC Vehicles were subject to other creditor registrations at the PPR. A copy of the PPR searches for Westcastle GMC is attached as **Appendix “U”**.
77. While more facts are needed, the Security Package and correspondence reviewed indicate the Westcastle GMC Vehicles may have been made to settle an outstanding indebtedness to which Mr. Koch was personally liable to The Loan Store, to the potential prejudice of other creditors.
78. The timing of the transfer creates the presumption that the Westcastle GMC Vehicles were transferred with the view to give a preference.

BADGES OF FRAUD

79. The Loan Store was unknown to the professionals overseeing the Westcastle GMC Transactions. The Loan Store made registrations against Westcastle Real Co only after the Westcastle Sale Agreements were entered into, despite the Loan Agreement having been dated 2.5 years earlier.
80. It was only two-days before the Westcastle Closing Date that Westcastle GMC's own counsel and the controller learned about any potential claim of The Loan Store.
81. Without notice to key stakeholders and professional advisors, Mr. Koch and The Loan Store transferred the Westcastle GMC Vehicles in secrecy.
82. Westcastle GMC was insolvent at the time of the transfer.
83. Mr. Koch and The Loan Store had a close business relationship, including prior irregular wholesale activity.
84. There was no business purpose to support the transfer as Westcastle GMC would be winding down after the Westcastle Closing Date.

TRANSFER WITHIN THREE MONTH PERIOD

85. Westcastle GMC transferred the Westcastle GMC Vehicles on December 19, 2025, to The Loan Store, and less than a month later, on January 7, 2026, Westcastle GMC entered the within CCAA Proceedings.

CONCLUSION

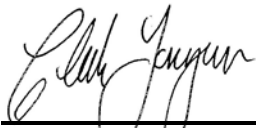
86. Based on the foregoing, the Monitor is of the view that the transfer of the Westcastle GMC Vehicles is void as against the Monitor pursuant to section 95 of the BIA as that provision is incorporated into the CCAA by section 36.1.

87. The Monitor respectfully recommends that this Court grant the requested relief seeking the return of the Westcastle GMC Vehicles, so the property of the estate can be realized upon and proceeds distributed in accordance with priorities and entitlements to the same.

All of which is respectfully submitted this 11th day of May 2026.

**BDO CANADA LIMITED, in its capacity
as the Monitor of the Debtors, and
not in its corporate or personal capacity.**

Per:



**Clark Lonergan, CA, CPA, CIRP, LIT
Partner/Senior Vice President**

Appendix “A” – Correspondence, dated November 18, 2025



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VIA EMAIL

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Attention: Jerrit Pawlyk

Attention: Ahmed Jomha

**Re: *In the Matter of the Compromise or Arrangement of the Summit Auto Group
Court of King's Bench of Alberta Court Action Number 2501-13057***

Dear Sirs,

We write to you on behalf of BDO Canada Limited (the “**Monitor**”), the Court-appointed monitor of, among others, MK Auto K-M Ltd., the sole voting shareholder of 2412170 Alberta Ltd. and 2416326 Alberta Ltd., together operating as Westcastle Chevrolet Buick GMC (“**Westcastle GMC**”).

We are in receipt of the letter dated November 7, 2025 requesting shareholder consent pursuant to section 190 of the *Business Corporations Act* (the “**Shareholder Resolution Request**”) for a transaction related to the Westcastle GMC (the “**Transaction**”).

In order to complete the Monitor’s due diligence on the Shareholder Resolution Request and Transaction, the Monitor requires the following information:

- 1) all corporate minute books, including articles of incorporation, bylaws, etc. of Westcastle GMC;
- 2) immediate access to the dealer management system;
- 3) access to all of Westcastle GMC’s bank accounts, including the last 12 months of transactions;
- 4) use of proceeds information from the sale of two real estate properties for \$3.8M by 2416326 Alberta Ltd and sale of assets for \$1.7M by 2412170 Alberta Ltd. and dealership assets;
- 5) listing of all wholesale vehicle deals in the last 6 months;
- 6) listing of vehicle audit results;
- 7) CRA remittances last 6 months and outstanding statement balances;
- 8) accounting of amounts paid to Michael Koch and family over the last 12 months;

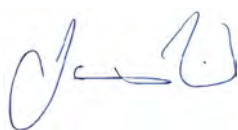
- 9) accounting of any amounts paid to Don Liddell over the last 12 months; and
- 10) accounting of any amounts paid to Blake Tibbo over the last 12 months.

Should you wish to discuss this matter further, please do not hesitate to contact the undersigned.

Yours truly,

MILLER THOMSON LLP

Per:



James W. Reid
JR/mc

c: *M. Faheim & P. Takhar (Firm)*
C. Loneragan & H. Yin (BDO Canada Limited)



Appendix “B” – Correspondence, dated December 5, 2025



DLA Piper (Canada) LLP
Suite 2700, Stantec Tower
10220 - 103rd Ave NW
Edmonton AB T5J 0K4
www.dlapiper.com

Jerritt R. Pawlyk
jerritt.pawlyk@dlapiper.com
T +1 780.429.6835
F +1 780.670.4329

December 5, 2025

File No. 119569.00001

DELIVERED BY EMAIL

CONFIDENTIAL

Miller Thomson LLP
525-8th Avenue SW, Floor 43
Eighth Avenue Place East
Calgary, AB T2P 1G1

Attention: James W. Reid

Dear Sir:

Re: **In the Matter of the Summit Auto Group CCAA Proceedings**
KB File No. 2501 13057
Your File No.: 0262720.0004
Response to Information Request Regarding 2412170 AB Ltd. o/a Westcastle Chevrolet
Buick GMC ("Westcastle")

Further to your letter of November 18, 2025, and in order to facilitate the timely closing of the pending Westcastle transaction, we write to provide the Monitor with the following information and documents on behalf of our client, Westcastle and its principal, Mike Koch.

The documents responsive to your requests are provided via the attached folder included with this correspondence. The production is organized into numbered tabs corresponding to each request below.

1. **Corporate Minute Books:** As you are aware, the complete corporate minute books for Westcastle were previously provided to your office.
2. **Dealer Management System (DMS):** Direct, real-time access to the DMS is not being provided, as such unrestricted access would present significant operational, data security, and third-party privacy risks. However, we submit that the comprehensive production herein, including the detailed reports provided under other tabs, is responsive to the substance of the Monitor's objectives.
3. **Bank Accounts:** Enclosed under Tab 3, please find bank statements for Westcastle's operating accounts for the period of December 2024 to October 2025. The statement for November 2025 will be provided on a supplemental basis as soon as it becomes available.
4. **Wholesale Vehicle Deals:** Enclosed under Tab 5, please find the spreadsheet listing all wholesale vehicle transactions for the last six months.



Page 2 of 2
Confidential

5. **Vehicle Audit Results:** Enclosed under Tab 6, please find the complete vehicle audit results.
6. **CRA Remittances:** Enclosed under Tab 7 are official Canada Revenue Agency Statements of Account. These records confirm that all remittances for Corporate Income Tax, GST, and payroll source deductions for Westcastle (2412170 AB Ltd.) are current with a nil balance. The statement for the related entity, 2416326 Alberta Ltd., shows a balance of \$2,631.69; however, proof of payment for this amount, made December 2, 2025, is also enclosed.
7. **Accounting of Amounts Paid to Michael Koch and Family:** : Enclosed under Tab 8 is the vendor ledger detailing payments made to Mr. Koch. Our client confirms this represents the complete record of all payments made over the last 12 months and that no payments were made to members of Mr. Koch's family during this period.
8. **Accounting of Amounts Paid to Don Liddell:** Our client's records confirm that no payments were made to Mr. Liddell during the specified 12-month period.
9. **Accounting of Amounts Paid to Blake Tibbo:** Our client has conducted a full review of its records and confirms that the only payment made to Mr. Tibbo, or any entity he owns or controls, during the last 12 months was a single payment of \$26,250.00 to Great North Auto & Financing Ltd.

We trust this complete production satisfies the Monitor's inquiries and is sufficient to allow for the immediate closing of the Westcastle transaction.

Sincerely,
DLA Piper (Canada) LLP
Per:

A handwritten signature in black ink, appearing to read 'J. Pawlyk', written over a horizontal line.

Jerritt R. Pawlyk
Partner

JUP/cpa
Attachments

Appendix “C” – Correspondence, dated December 15, 2025



MILLER THOMSON LLP
525 - 8TH AVENUE S.W., 43RD FLOOR
EIGHTH AVENUE PLACE EAST
CALGARY, AB T2P 1G1
CANADA

T 403.298.2400
F 403.262.0007

MILLERTHOMSON.COM

December 15 2025

James W. Reid
Direct Line: +1 403.298.2418
jwreid@millerthomson.com
File No. 0262720.0004

VIA EMAIL

jerritt.pawlyk@ca.dlapiper.com;
robert.kennedy@dentons.com

DLA Piper (Canada) LLP
Suite 2700, 10220 – 103rd Ave NW
Edmonton, AB T5J 0K4

Dentons Canada LLP
Suite 400 77 King Street W
Toronto, ON M5K 0A1

Attention: Jerritt Pawlyk

Attention: Robert J. Kennedy

Dear Sirs:

**Re: *In the Matter of the Compromise or Arrangement of the Summit Auto Group
Court of King's Bench of Alberta Court Action Number 2501-13057***

We write to you on behalf of BDO Canada Limited (the “**Monitor**”), the Court-appointed monitor of, among others, MK Auto K-M Ltd. (“**MK Auto**”), the sole voting shareholder of 2412170 Alberta Ltd. and 2416326 Alberta Ltd., together operating as Westcastle Chevrolet Buick GMC (“**Westcastle GMC**”).

We understand that on September 22, 2025, Westcastle GMC entered into an Asset Purchase Agreement (“**APA**”) to sell substantially all of its operating assets to 2672671 Alberta Ltd., a third-party purchaser, subject to customary conditions (the “**Transaction**”).

We understand the Transaction has received the necessary financing and original equipment manufacturer approvals for parties to proceed with the Transaction.

You have advised that to close the Transaction, MK-Auto is required to provide its shareholder consent pursuant to section 190 of the *Business Corporations Act* (Alberta) (the “**Shareholder Resolution**”).

The Monitor has not been kept up to date on the Transaction, including with regard to certain pertinent information pertaining to the use of sale proceeds, accounts payable, inventory purchase price, and what is required in terms of a reserve fund to close the sale (“**Transition Reserve**”). The list of information the Monitor requires is extensive.

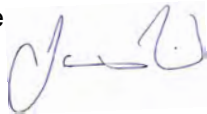
The Monitor is prepared to provide the requested Shareholder Resolution but it will require that any sale proceeds after the payout of the amounts owing to TD Bank, less an agreed amount for the Transition Reserve, be sent to the Monitor and held in trust (the “**Remaining Proceeds**”). The Remaining Proceeds can then be subject to a claims process and distribution in the CCAA proceeding.

We propose a call tomorrow at 9:00 am to discuss the information that is required by the Monitor and to consider the mechanics for dealing with the Remaining Proceeds. Please confirm your availability and we will send a Teams invitation.

Yours truly,

MILLER THOMSON LLP

Pe



James W. Reid

JR/mc

c: *M. Faheim & P. Takhar (Firm)*
C. Lonergan & H. Yin (BDO Canada Limited)
S. Gabor (Gowling WLG (Canada) LLP)



Appendix “D” – Correspondence, dated December 17, 2025

From: [Reid, James](#)
To: [Pawlyk, Jerritt](#)
Subject: Westcastle GMC
Date: Wednesday, December 17, 2025 10:30:08 AM
Attachments: [imageea3a19.PNG](#)

Hi Jerritt,

When you get a chance, can you please send me the loan documents for the 2023 lender that was discovered for the Westcastle GMC lands. Can you also send any proof of funds having been advanced by this lender.

Thanks,

JAMES W. REID

Partner

MILLER THOMSON LLP

525-8th Avenue S.W., 43rd Floor

Eighth Avenue Place East

Calgary, Alberta | T2P 1G1

T +1 403.298.2418

C +1 403.669.1930

jwreid@millerthomson.com

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Appendix “E” – Correspondence, dated December 18, 2025

From: [Pawlyk, Jerritt](#)
To: [Reid, James](#)
Subject: [**EXT**] RE: [EXTERNAL] Westcastle GMC
Date: Thursday, December 18, 2025 9:26:17 AM
Attachments: [image002.png](#)
[LOAN AGREEMENT.pdf](#)
[PAYOUT LETTER Dec 12, 2025.pdf](#)
[PERSONAL GUARANTEE 1.pdf](#)
[PERSONAL GUARANTEE 2.pdf](#)
[Caveat 1.pdf](#)
[Caveat 2.pdf](#)

James, this is what I have at the moment.

Jerritt Pawlyk

Partner

T [+1 780.429.6835](tel:+17804296835)

F +1 780.670.4329

E jerritt.pawlyk@ca.dlapiper.com



DLA Piper (Canada) LLP
Suite 2700
10220 - 103rd Ave NW
Edmonton, AB T5J 0K4
www.dlapiper.com

From: Reid, James <jwreid@millertthomson.com>
Sent: Wednesday, December 17, 2025 10:30 AM
To: Pawlyk, Jerritt <jerritt.pawlyk@ca.dlapiper.com>
Subject: [EXTERNAL] Westcastle GMC

DLA Piper (Canada) LLP ALERT: This is an external email. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Hi Jerritt,

When you get a chance, can you please send me the loan documents for the 2023 lender that was discovered for the Westcastle GMC lands. Can you also send any proof of funds having been advanced by this lender.

Thanks,

JAMES W. REID

Partner

MILLER THOMSON LLP
525-8th Avenue S.W., 43rd Floor
Eighth Avenue Place East

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C +1 403.669.1930

jwreid@millerthomson.com

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Please report any suspicious attachments, links, or requests for sensitive information.
Veuillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 3 day of APRIL,
2023

BETWEEN:

The loan store of 10208 Whyte Ave NW, Edmonton, AB T6E 1Z7, Canada
(the "Lender")

OF THE FIRST PART**AND**

2412170 Alberta Ltd. 2416326 Alberta Ltd. of 1100 Waterton Ave, Pincher Creek, AB T0K 1W0,
Canada
(the "Borrower")

OF THE SECOND PART**AND**

Michael John Koch of 909 17 St S, Cranbrook, BC V1C 0A4, Canada
(the "Co-Signer")

OF THE THIRD PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, the parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

Loan Amount & Interest

1. The Lender promises to loan \$1,900,000.00 CAD to the Borrower and the Borrower promises to repay this principal amount to the Lender, with interest payable on the unpaid principal at the rate of 35.00 percent per annum, calculated yearly not in advance, beginning on April 1, 2023.

Payment

2. This Loan will be repaid in full on April 30, 2025.
3. At any time while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

Late Payment

4. Should the Borrower fail to make a payment by the date that it is due, interest at the rate of 39 percent per annum, calculated yearly not in advance, will be charged on the outstanding payment amount, commencing the day of the missed payment, until full payment is received by the Lender.

Default

5. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.
6. Further, if the Lender declares the principal amount owing under this Agreement to be immediately due and payable, and the Borrower fails to provide full payment, interest at the rate of 39.00 percent per annum, calculated yearly not in advance, will be charged on the outstanding amount, commencing the day the principal amount is declared due and payable, until full payment is received by the Lender.
7. If the Borrower defaults in payment as required under this Agreement or after demand for ten (10) days, the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party.

Extra Clauses

8. At anytime the borrow could demand full repayment of loan.
9. The borrower recognizes the Loan store 10208 whyte avenue Edmonton as a second secure party.
10. The borrower guarantees ownership to collateral and will protect the lender from any financial harm & will cover any costs such occur at time of recovery.
11. The borrower understands if they or any affiliated entities attached to this agreement default their will be a 2% interest penalty per annum up to 36 months.

Security

12. This Loan is secured by the following security (the "Security"): West castle Chevrolet 1100 Watertown avenue pincher creek Ab T0K1W0 Land and building.
13. The Borrower grants to the Lender a security interest in the Security until this Loan is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect the security interest in the Security. The Borrower will do everything necessary to assist the Lender in perfecting its security interest.

Governing Law

14. This Agreement will be construed in accordance with and governed by the laws of the Province of Alberta.

Costs

15. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.

Co-Signer Liability

16. The Co-Signer agrees to be jointly and severally liable with the Borrower for the Borrower's obligations under this Loan.

Binding Effect

17. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower, Lender, and Co-Signer. The Borrower and Co-Signer waive presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

18. This Agreement may only be amended or modified by a written instrument executed by the Borrower, Lender, and Co-Signer.

Severability

19. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

20. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

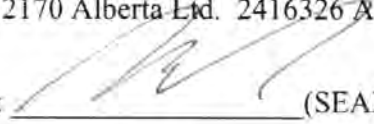
21. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on this 3 day of APRIL, 2023.


SIGNED, SEALED, AND DELIVERED
this 3 day of APRIL,
2023.

] The loan store
per:  (SEAL)

SIGNED, SEALED, AND DELIVERED
this 3 day of APRIL,
2023.

] 2412170 Alberta Ltd. 2416326 Alberta Ltd.
per:  (SEAL)

SIGNED, SEALED, AND DELIVERED
this 3 day of APRIL,
2023.

] 
Michael John Koch



Dec 12, 2025

Customer Name: MICHAEL KOCH Account #: 101836
 Address: 1100 Waterton Ave, Pincher Creek, AB, T0K1W0

Dear Michael Koch,

Please find below the payout statement for your secured loan account with The Loan Store.

As of December 12, 2025, the total amount required to discharge the account in full is:

PAYOUT AS OF	PAYOUT AMOUNT
2025-12-12	\$2,734,281.97

This figure reflects the principal and accrued interest from the original balance of \$2,202,438.36 which became due on April 30, 2025, and includes all applicable interest and charges calculated up to the stated date. Interest continues to accrue on the outstanding balance at the contractual rate of 39.0% per annum, compounded as agreed, until full payment is received.

Upon receipt of the full payout amount. The Loan Store will prepare and execute a Discharge of Caveat for registration against title to the property.

Please note that a detailed summary of all advances and disbursements is enclosed as Schedule "A", forming part of this payout confirmation.

Payments may be remitted by certified cheque or bank draft payable to:

The Loan Store

If this transaction is being handled through a law office, please have the solicitor contact our office to confirm the updated payout amount as of the intended closing date, as daily interest will apply.

We appreciate your prompt attention to this matter and look forward to assisting with the discharge upon payment in full.

1. The payout must be received by THE LOAN STORE within 2 working days of the payout chosen
2. All past payments from the customer's account have cleared and there is no outstanding payments or fees.
3. In the event of an error or omission with any information contained on this document or in calculating the payout, THE LOAN STORE reserves all rights that it may have and will continue to hold the customer or dealership responsible for any additional amounts owing.
4. If the account will be paid out, please have the customer contact our office at least three business days before the next scheduled payment to adjust payments while waiting for the funds to be received.

PERSONAL GUARANTEE

THIS GUARANTEE (the "Guarantee") dated this 3rd day of April, 2023

BETWEEN:

Michael john koch of 909 17 St S, Cranbrook, BC V1C 0A4, Canada

- AND -

2416326 ab ltd o/a Landco of 2024 cranbrook st north V1c3t1

(collectively and individually the "Guarantor")

OF THE FIRST PART

- AND -

The loan store of 10208 Whyte Ave NW, Edmonton, AB T6E 1Z7, Canada

(the "Lender")

OF THE SECOND PART

- AND -

Michael john koch of 909 17 St S, Cranbrook, BC V1C 0A4, Canada

- AND -

2416326 ab ltd o/a landco of 2024 cranbrook st north V1c3t1

(collectively and individually the "Debtor")

OF THE THIRD PART

IN CONSIDERATION OF good and valuable consideration, and any future credit that the Lender may extend from time to time to the Debtor, the receipt and sufficiency of which is hereby acknowledged, the Guarantors, jointly and severally, personally guarantee the prompt, full and complete performance of any and all existing duties and obligations of the Debtor to the Lender and the payment of any and all indebtedness due to the Lender by the Debtor, up to a limit of \$3,000,000.00, under the terms of certain debt agreements (the "Agreement"), and the following terms and conditions:

1. Subject to the above limit, the Guarantor guarantees that the Debtor will promptly pay the full amount of principal and interest of the debt under the Agreement (the "Debt") as and when the same will in any manner be or become due, either according to the terms and conditions

provided by the Agreement or upon acceleration of the payment under the Agreement by reason of a default.

2. The Guarantor agrees not to pledge, hypothecate, mortgage, sell or otherwise transfer any of the Guarantor's assets without the prior written consent of the Lender.
3. To the extent permitted by law, the Guarantor waives all defences, counterclaims or offsets that are legally available to the Guarantor with respect to the payment of the Debt of the Debtor.
4. The Lender is hereby authorized at any time, in its sole discretion and without notice, to take, change, release or in any way deal with any security securing the Debt without in any way impairing the obligation of the Guarantor.
5. The Lender will be under no obligation to collect or to protect any such security or the Debt, and its neglect or failure to collect or protect the security or the Debt is excused. Acceptance of the Guarantee is waived.
6. The Lender may grant extensions of time or other indulgences and otherwise deal with the Debtor and with other parties and securities as the Lender may see fit without in any way limiting or lessening the liability of the Guarantor under this Agreement.
7. Any impairment of the security, which the Lender may from time to time hold as security for the Debt, will in no way operate to discharge the Guarantor in whole or in part, it being specifically agreed that the Lender is not required to exercise diligence to enforce its rights against the Debtor.
8. The Lender may release, surrender, exchange, modify, impair or extend the periods of duration or the time for performance or payment of any collateral securing the obligations of the Debtor to the Lender, and may also settle or compromise any claim of the Lender against the Debtor or against any other person or corporation whose obligation is held by the Lender as collateral security for any obligation of the Debtor or the Lender.
9. This Guarantee is for the use and benefit of the Lender, and will also be for the use and benefit of any subsequent Lender to whom the Lender may assign this Guarantee.

10. The liability of the Guarantor will continue until payment is made of every obligation of the Debtor now or later incurred in connection with the Debt and until payment is made of any loss or damage incurred by the Lender with respect to any matter covered by this Guarantee or any of the Agreement.
11. The Guarantor further waives all rights, by statute or otherwise, to require the Lender to institute suit against the Debtor, and to exercise diligence in enforcing this Guarantee or any other instrument.
12. Any and all present and future debts and liabilities of the Debtor to the Guarantor are postponed in favour of and subordinated to the full payment and performance of all present and future debts and obligations of the Debtor to the Lender. Upon any default by the Debtor under the Agreement, all present and future indebtedness of the Debtor to the Guarantor is hereby assigned to the Lender and any monies thereafter received by the Guarantor from the Debtor will be received in trust for the Lender and upon receipt are to be paid over to the Lender until such time as the Debt owed by the Debtor has been fully paid and satisfied.
13. The Guarantor represents that at the time of the execution and delivery of this Guarantee nothing exists to impair the effectiveness of this Guarantee.
14. All of the Lender's rights, powers and remedies available under this Guarantee and under any other agreement in force now or anytime later between the Lender and the Guarantor will be cumulative and not alternative, and will be in addition to all rights, powers and remedies given to the Lender by law or in equity.
15. The Lender may, at its option, proceed in the first instance against the Guarantor to collect the obligations covered by this Guarantee without first proceeding against any other person, firm or corporation and without resorting to any property held by the Lender as collateral security.
16. All undertakings, covenants, promises and waivers in this Guarantee are joint and several. All pronouns will include masculine, feminine and/or neuter gender, single or plural number, as the context of this Guarantee may require.
17. This Guarantee is made pursuant to the laws of the Province of British Columbia. In the event that this Guarantee must be enforced by the Lender, all reasonable costs and expenses, including

attorney's fees, incurred by the Lender will be paid by the Guarantor.

18. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Guarantee will not affect the validity or enforceability of the remaining portions of this Guarantee or any part of this Guarantee.
19. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions will be binding upon the Lender unless made in writing over the signature of the Lender or its representative.
20. Words of "Guarantee" contained in this Guarantee in no way diminish or impair the absolute liability created in this Guarantee.
21. Any notice to be given to the Guarantor may be sent by mail, telephone, email or otherwise delivered to the address provided below.
Name: Michael john koch
Address: 909 17 St S, Cranbrook, BC V1C 0A4, Canada
Phone: 780 902 9470
Email: Mike @ arrowvw.com


Name: 2416326 ab ltd o/a Landco
Address: 2024 cranbrook st north V1c3t1
Phone: 780 902 9470
Email: Mike @ arrowvw.com
22. Personally guaranteeing.
23. Corporately guaranteed.


IN WITNESS WHEREOF the Guarantors have duly affixed their signatures under hand and seal, this 3rd day of April, 2023.

SIGNED, SEALED, OR ATTESTED

in the presence of:


WITNESS: MARTIN HENSLER


Michael John Koch


WITNESS: MARTIN HENSLER


2416326 bc ltd o/a Landco

PERSONAL GUARANTEE

THIS GUARANTEE (the "Guarantee") dated this 3rd day of April, 2023

BETWEEN:

Michael john koch of 909 17 St S, Cranbrook, BC V1C 0A4, Canada
(the "Guarantor")

OF THE FIRST PART

- AND -

The loan store of 10208 Whyte Ave NW, Edmonton, AB T6E 1Z7, Canada
(the "Lender")

OF THE SECOND PART

- AND -

Michael john koch of 909 17 St S, Cranbrook, BC V1C 0A4, Canada
(the "Debtor")

OF THE THIRD PART

IN CONSIDERATION OF good and valuable consideration, and any future credit that the Lender may extend from time to time to the Debtor, the receipt and sufficiency of which is hereby acknowledged, the Guarantor personally guarantees the prompt, full and complete performance of any and all existing duties and obligations of the Debtor to the Lender and the payment of any and all indebtedness due to the Lender by the Debtor, up to a limit of \$3,000,000.00, under the terms of certain debt agreements (the "Agreement"), and the following terms and conditions:

1. Subject to the above limit, the Guarantor guarantees that the Debtor will promptly pay the full amount of principal and interest of the debt under the Agreement (the "Debt") as and when the same will in any manner be or become due, either according to the terms and conditions provided by the Agreement or upon acceleration of the payment under the Agreement by reason of a default.

2. The Guarantor agrees not to pledge, hypothecate, mortgage, sell or otherwise transfer any of the Guarantor's assets without the prior written consent of the Lender.
 3. To the extent permitted by law, the Guarantor waives all defences, counterclaims or offsets that are legally available to the Guarantor with respect to the payment of the Debt of the Debtor.
 4. The Lender is hereby authorized at any time, in its sole discretion and without notice, to take, change, release or in any way deal with any security securing the Debt without in any way impairing the obligation of the Guarantor.
 5. The Lender will be under no obligation to collect or to protect any such security or the Debt, and its neglect or failure to collect or protect the security or the Debt is excused. Acceptance of the Guarantee is waived.
 6. The Lender may grant extensions of time or other indulgences and otherwise deal with the Debtor and with other parties and securities as the Lender may see fit without in any way limiting or lessening the liability of the Guarantor under this Agreement.
 7. Any impairment of the security, which the Lender may from time to time hold as security for the Debt, will in no way operate to discharge the Guarantor in whole or in part, it being specifically agreed that the Lender is not required to exercise diligence to enforce its rights against the Debtor.
 8. The Lender may release, surrender, exchange, modify, impair or extend the periods of duration or the time for performance or payment of any collateral securing the obligations of the Debtor to the Lender, and may also settle or compromise any claim of the Lender against the Debtor or against any other person or corporation whose obligation is held by the Lender as collateral security for any obligation of the Debtor or the Lender.
 9. This Guarantee is for the use and benefit of the Lender, and will also be for the use and benefit of any subsequent Lender to whom the Lender may assign this Guarantee.
 10. The liability of the Guarantor will continue until payment is made of every obligation of the Debtor now or later incurred in connection with the Debt and until payment is made of any loss or damage incurred by the Lender with respect to any matter covered by this Guarantee or any of
-

the Agreement.

11. The Guarantor further waives all rights, by statute or otherwise, to require the Lender to institute suit against the Debtor, and to exercise diligence in enforcing this Guarantee or any other instrument.
12. Any and all present and future debts and liabilities of the Debtor to the Guarantor are postponed in favour of and subordinated to the full payment and performance of all present and future debts and obligations of the Debtor to the Lender. Upon any default by the Debtor under the Agreement, all present and future indebtedness of the Debtor to the Guarantor is hereby assigned to the Lender and any monies thereafter received by the Guarantor from the Debtor will be received in trust for the Lender and upon receipt are to be paid over to the Lender until such time as the Debt owed by the Debtor has been fully paid and satisfied.
13. The Guarantor represents that at the time of the execution and delivery of this Guarantee nothing exists to impair the effectiveness of this Guarantee.
14. All of the Lender's rights, powers and remedies available under this Guarantee and under any other agreement in force now or anytime later between the Lender and the Guarantor will be cumulative and not alternative, and will be in addition to all rights, powers and remedies given to the Lender by law or in equity.
15. The Lender may, at its option, proceed in the first instance against the Guarantor to collect the obligations covered by this Guarantee without first proceeding against any other person, firm or corporation and without resorting to any property held by the Lender as collateral security.
16. All pronouns will include masculine, feminine and/or neuter gender, single or plural number, as the context of this Guarantee may require.
17. This Guarantee is made pursuant to the laws of the Province of British Columbia. In the event that this Guarantee must be enforced by the Lender, all reasonable costs and expenses, including attorney's fees, incurred by the Lender will be paid by the Guarantor.
18. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Guarantee will not affect the validity or enforceability of the remaining portions of this

Guarantee or any part of this Guarantee.

19. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions will be binding upon the Lender unless made in writing over the signature of the Lender or its representative.
20. Words of "Guarantee" contained in this Guarantee in no way diminish or impair the absolute liability created in this Guarantee.
21. Any notice to be given to the Guarantor may be sent by mail, telephone, email or otherwise delivered to the address provided below.

Name: Michael john koch

Address: 909 17 St S, Cranbrook, BC V1C 0A4, Canada

Phone: 780 902 9470

Email: mike@arrowvw.com

IN WITNESS WHEREOF the Guarantor has duly affixed their signature under hand and seal, this 3rd day of April, 2023.

SIGNED, SEALED, OR ATTESTED

in the presence of:



WITNESS: MARTIN HALLGREN



Michael John Koch

Caveat Forbidding Registration

Form 26
Land Titles Act
Sections 130

Take notice that I (We), The Loan Store, the caveator(s),

claim

I claim an interest in the property legally described as Lot 6 Block 4 Plan 9311234 (commonly know as 1100 Waterton Ave, Pincher Creek, AB, T0K 1W0) pursuant to a secured loan agreement dated April 3, 2023 and a personal guarantee dated April 3, 3023, whereby the described land was pledged as security for repayment of the loan.

pursuant to

Section 215 of the Land Titles Act (Alberta)

in the land(s) described as follows:

Lot 6
Block 4
Plan 9311234

standing in the register in the name(s) of
2416326 Alberta Ltd.

and I (we) forbid the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the certificate of title is expressed to be subject to my claim.

I designate the following address as the place at which notices and proceedings relating hereto may be served:

5540-184A STREET
EDMONTON, AB T6M 1Y5

In witness whereof, I have hereunto subscribed my name this NOVEMBER 3, 2025.


(Signature of Caveator or Agent)

(Signature of Caveator or Agent)

Affidavit in Support of Caveat


Form 27.1
Land Titles Act
Sections 131

I, MARTIN HAUENBER


make oath and say:

1. I am the within named caveator (or agent for the caveator).
2. I believe that I have (or the caveator has) a good and valid claim on the land (mortgage or encumbrance), and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with it.
3. I am executing this document by two-way video conferencing separate and apart from any other person.

SWORN before me, Nov 3, 2025
 a lawyer in and for the Province of Alberta
 at the CITY OF EDMONTON in the
 Province of ALBERTA
 by two-way video conferencing with the deponent
 who was at the _____
 in the Province of Alberta this _____ day of
 _____, _____ on the basis
 of evidence provided to me that enabled me to
 verify the deponent's identity and confirm the
 contents of the document being executed.



 (Signature of Caveator or Agent)



 (Lawyer sign here)

 (Print or stamp name of Lawyer)

A Commissioner for oaths in and for Alberta

RAMNEEK BADESHA
 A Commissioner for Oaths
 in and for the Province of Alberta
 My Commission expires April 15, 2026

Caveat Forbidding Registration

Form 26
Land Titles Act
Sections 130

Take notice that I (We), The Loan Store, the caveator(s),

claim

the caveator holds a loan to the registered owner secured by this land. The land is specifically charged for the sum owing, as detailed in the attached Schedule A, including principal, accrued interest, and any late fees or penalties.

pursuant to

Section 215 of the Land Titles Act (Alberta)

in the land(s) described as follows:

Lot 6
Block 4
Plan 9311234

standing in the register in the name(s) of
2416326 Alberta Ltd.

and I (we) forbid the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the certificate of title is expressed to be subject to my claim.

I designate the following address as the place at which notices and proceedings relating hereto may be served:

5540 184 A Street Nw
Edmonton, AB
T6M 1Y5

In witness whereof, I have hereunto subscribed my name this November 10, 2025



(Signature of Caveator or Agent)

(Signature of Caveator or Agent)

Affidavit in Support of Caveat


Form 27.1
Land Titles Act
Sections 131

1. MARTIN HANSEN

make oath and say:

- 1. I am the within named caveator (or agent for the caveator).
- 2. I believe that I have (or the caveator has) a good and valid claim on the land (mortgage or encumbrance), and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with it.
- 3. I am executing this document by two-way video conferencing separate and apart from any other person.

SWORN before me, Soni Nayak
 a lawyer in and for the Province of Alberta
 at the City of Edmonton in the
 Province of Alberta
 by two-way video conferencing with the deponent
 who was at the _____
 in the Province of Alberta this _____ day of _____
 _____, _____ on the basis
 of evidence provided to me that enabled me to
 verify the deponent's identity and confirm the
 contents of the document being executed.



 (Signature of Caveator or Agent)



 (Lawyer sign here)

 (Print or stamp name of Lawyer)

A Commissioner for oaths in and for Alberta

Soni Nayak
 Barrister, Solicitor and Notary Public

Sheet1
Schedule A

Date	Amount	Running Total
2023-04-03	\$150,000.00	\$150,000.00
2023-05-07	\$200,000.00	\$350,000.00
2023-07-29	\$170,000.00	\$520,000.00
2023-08-31	\$120,000.00	\$640,000.00
2023-09-12	\$60,000.00	\$700,000.00
2023-10-12	\$105,000.00	\$805,000.00
2023-11-15	\$150,000.00	\$955,000.00
2023-12-01	\$45,000.00	\$1,000,000.00
2023-12-01	\$125,000.00	\$1,125,000.00
2024-05-07	\$160,000.00	\$1,285,000.00
2024-06-21	\$75,000.00	\$1,360,000.00
2024-07-24	\$165,000.00	\$1,525,000.00
2024-08-16	\$55,000.00	\$1,580,000.00
2024-08-16	\$70,000.00	\$1,650,000.00
2024-09-13	\$85,000.00	\$1,735,000.00
2024-11-26	\$165,000.00	\$1,900,000.00

April 30, 2025 \$2202438.36 total balance due transfered to arrears account
At 39.0% interest.

Current Payoff as of November 10, 2025 is \$2658976.68.

Appendix ‘F’ – Shareholder Resolutions of 2412170 Alberta Ltd.

**RESOLUTIONS OF THE SOLE VOTING SHAREHOLDER
OF 2412170 ALBERTA LTD.
(the "Corporation")**

WHEREAS:

- A. The sole voting shareholder of the Corporation wishes to remove Michael Koch as sole director of the Corporation, effective December 19, 2025.
- B. Lionel Robins has consented to become sole director of the Corporation, effective December 19, 2025.

THEREFORE, BE IT RESOLVED THAT:

- 1. Michael Koch is hereby removed as sole director of the Corporation, effective as of the date hereof.
- 2. Lionel Robins be and is hereby appointed as sole director of the Corporation, effective as of the date hereof.
- 3. After giving effect to the foregoing change of directors, it is confirmed that effective as of the date hereof the sole director of the Corporation is: Lionel Robins
- 4. These resolutions may be executed in separate counterparts and shall be considered properly executed if executed and transmitted by facsimile or executed, scanned and sent by electronic mail, including by DocuSign, and when so executed and delivered shall be deemed to be an original and shall have the same effect as the signing or execution of the original.

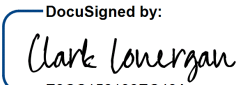
[Signature Page Follows]

THE UNDERSIGNED corporation being the sole voting shareholder of the Corporation, hereby consents to and adopts the foregoing resolutions pursuant to the provisions of the *Business Corporations Act* (Alberta).

DATED effective December 19, 2025.

MK AUTO K-M LTD.

by BDO CANADA LIMITED solely in its capacity as Court-appointed Monitor and not in its personal or corporate capacity

Per:  DocuSigned by:
Clark Lonergan
E3CC158198EC49A...
Name: Clark Lonergan
Title: Senior Vice President

Appendix “G” – Shareholder Resolutions of 2416326 Alberta Ltd.

**RESOLUTIONS OF THE SOLE SHAREHOLDER
OF 2416326 ALBERTA LTD.
(the "Corporation")**

WHEREAS:

- A. The sole shareholder of the Corporation wishes to remove Michael Koch as sole director of the Corporation, effective December 19, 2025.
- B. Lionel Robins has consented to become sole director of the Corporation, effective December 19, 2025.

THEREFORE, BE IT RESOLVED THAT:

- 1. Michael Koch is hereby removed as sole director of the Corporation, effective as of the date hereof.
- 2. Lionel Robins be and is hereby appointed as sole director of the Corporation, effective as of the date hereof.
- 3. After giving effect to the foregoing change of directors, it is confirmed that effective as of the date hereof the sole director of the Corporation is: Lionel Robins.
- 4. These resolutions may be executed in separate counterparts and shall be considered properly executed if executed and transmitted by facsimile or executed, scanned and sent by electronic mail, including by DocuSign, and when so executed and delivered shall be deemed to be an original and shall have the same effect as the signing or execution of the original.

[Signature Page Follows]

THE UNDERSIGNED corporation being the sole shareholder of the Corporation, hereby consents to and adopts the foregoing resolutions pursuant to the provisions of the *Business Corporations Act* (Alberta).

DATED effective December 19, 2025.

MK AUTO K-M LTD.

by BDO CANADA LIMITED solely in its capacity as Court-appointed Monitor and not in its personal or corporate capacity

Per: 
 E3CC138198EC49A...
 Name: Clark Lonergan
 Title: Senior Vice President

Appendix “H” – Correspondence, dated December 22, 2025

December 22, 2025

Sent Via E-mail
Graeme@ptlaw.com

PT Law
9831-107 Street
Westlock, AB T7P 1R9
Attention: Graeme Harrington

Dear Mr. Harrington:

Re: 2416326 Alberta Ltd. and 2412170 Alberta Ltd. (as sellers) and 2672671 Alberta Ltd. (as purchaser)

As you are aware, we act on behalf of The Toronto-Dominion Bank (the "**Bank**").

We make reference to the closing of a transaction associated with the Westcastle GM dealership among 2416326 Alberta Ltd. and 2412170 Alberta Ltd. (as sellers) (collectively, "**Westcastle**") and 2672671 Alberta Ltd. (as purchaser). You act on behalf of the purchaser. The Bank holds a first lien on all of the assets (real and personal) of Westcastle.

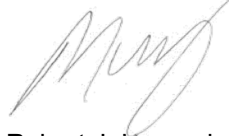
As you are aware, the Bank never delivered a consent to the closing of the above referenced transaction. More importantly, the Bank has not provided any discharges, releases of security or undertakings to release security with respect to the Westcastle collateral. Obviously, the collateral includes the Westcastle motor vehicle inventory which all remain subject to the Bank's security. In this regard, and until the Bank receives satisfactory repayment of the total indebtedness owing to it, proceeds arising from the sale of motor vehicles (or any other similar dealing) belong to the Bank. Your client will be directly liable for the payment of those proceeds to the Bank, any losses suffered by the Bank resulting from an erosion in collateral value or otherwise, in addition to providing a full accounting of all sale activities.

Note that the Bank is currently considering its rights and remedies which may include the appointment of a receiver over the business and collateral, VIN specific registrations on the total inventory, and any other formal insolvency proceedings that will allow for the securing and potential sale of the Bank's collateral.

If you have any questions or concerns, please do not hesitate to contact me

Best regards,

Dentons Canada LLP



Robert J. Kennedy
Partner

RJK/ac

cc: Ahmed Johma (*Jomha Skrobot LLP*)
Jerrit Pawlyk (*DLA Piper (Canada) LLP*)
Clark Lonergan (*BDO Canada Limited*)
James Reid (*Miller Thomson LLP*)

Appendix "I" – Advances Confirmation



BORROWER ACKNOWLEDGEMENT OF FUNDS AND RUNNING BALANCE RECEIPT

Borrower Information

Customer Name: MICHAEL KOCH Account #: 101836
Address: 1100 Waterton Ave, Pincher Creek, AB, T0K1W0

Loan / Advance Reference

Amount Received: \$150,000.00 Date Received: Apr 3, 2023

Acknowledgement Of Receipt Of Funds

I, Michael Koch (the "Borrower"), hereby acknowledge and confirm that I have received funds from The Loan Store (the "Lender") as recorded below.

The Borrower expressly confirms and agrees that:

- The Loan Agreement dated April 3, 2023 provides for a loan facility with a maximum aggregate principal amount of \$1,900,000 CAD, which may be advanced in multiple draws from time to time.
- Each amount listed in the Running Balance Statement below constitutes a draw or advance made pursuant to, and in partial utilization of, the Loan Agreement.
- The amounts listed below have been received by the Borrower in full on the dates indicated.
- All funds received constitute a loan / advance made under the Loan Agreement and are repayable strictly in accordance with the terms of the Loan Agreement dated April 3, 2023.
- The running balance reflects principal amounts actually advanced only and does not include interest, fees, penalties, or other charges, which are governed separately by the Loan Agreement.
- This document is intended to serve as a continuous written record of draws and repayments under the Loan Agreement and may be updated from time to time.
- This acknowledgement does not replace, amend, novate, or limit the Loan Agreement or any related security or guarantee documents, except to confirm the outstanding principal balance advanced under the Loan Agreement.

Borrower Confirmation and Acknowledgement Of Debt

The Borrower further acknowledges that the obligations evidenced by this acknowledgement are supported by one or more personal guarantees, which remain in full force and effect and are not released, waived, or limited by this acknowledgement.

The Borrower acknowledges and confirms that:


- The running balance stated above is true, correct, and accurately reflects the total principal

amount owing to the Lender as of the date signed below.

- This document constitutes a written acknowledgement of debt.
- The Borrower has not asserted, and does not rely upon, any defence, set-off, or counterclaim that would reduce or extinguish the principal amount acknowledged herein as of the date of signature.

RUNNING BALANCE STATEMENT (PRINCIPAL ONLY)

Date:	Funds Advanced	Funds Repaid	Running Principal Balance
Apr 3, 2023	\$150,000.00		\$150,000.00

Borrower Signature: 
Printed Name: Michael I Koch
Date: April 3, 2023

This document is intended as a receipt and written acknowledgement of principal funds advanced and a running principal balance only. No interest or fees are included unless separately agreed in writing.

amount owing to the Lender as of the date signed below.

- This document constitutes a written acknowledgement of debt.
- The Borrower has not asserted, and does not rely upon, any defence, set-off, or counterclaim that would reduce or extinguish the principal amount acknowledged herein as of the date of signature.

RUNNING BALANCE STATEMENT (PRINCIPAL ONLY)

Date:	Funds Advanced	Funds Repaid	Running Principal Balance
Apr 3, 2023	\$150,000.00		\$150,000.00
May 7, 2023	\$200,000.00		\$350,000.00

Borrower Signature: 

Printed Name: Michael Koch

Date: May 7 2023

This document is intended as a receipt and written acknowledgement of principal funds advanced and a running principal balance only. No interest or fees are included unless separately agreed in writing.



BORROWER ACKNOWLEDGEMENT OF FUNDS AND RUNNING BALANCE RECEIPT

Borrower Information

Customer Name: MICHAEL KOCH Account #: 101836
Address: 1100 Waterton Ave, Pincher Creek, AB, T0K1W0

Loan / Advance Reference

Amount Received: \$170,000.00 Date Received: Jul 29, 2023

Acknowledgement Of Receipt Of Funds

I, Michael Koch (the "Borrower"), hereby acknowledge and confirm that I have received funds from The Loan Store (the "Lender") as recorded below.

The Borrower expressly confirms and agrees that:

- The Loan Agreement dated April 3, 2023 provides for a loan facility with a maximum aggregate principal amount of \$1,900,000 CAD, which may be advanced in multiple draws from time to time.
- Each amount listed in the Running Balance Statement below constitutes a draw or advance made pursuant to, and in partial utilization of, the Loan Agreement.
- The amounts listed below have been received by the Borrower in full on the dates indicated.
- All funds received constitute a loan / advance made under the Loan Agreement and are repayable strictly in accordance with the terms of the Loan Agreement dated April 3, 2023.
- The running balance reflects principal amounts actually advanced only and does not include interest, fees, penalties, or other charges, which are governed separately by the Loan Agreement.
- This document is intended to serve as a continuous written record of draws and repayments under the Loan Agreement and may be updated from time to time.
- This acknowledgement does not replace, amend, novate, or limit the Loan Agreement or any related security or guarantee documents, except to confirm the outstanding principal balance advanced under the Loan Agreement.

Borrower Confirmation and Acknowledgement Of Debt

The Borrower further acknowledges that the obligations evidenced by this acknowledgement are supported by one or more personal guarantees, which remain in full force and effect and are not released, waived, or limited by this acknowledgement.

The Borrower acknowledges and confirms that:

- The running balance stated above is true, correct, and accurately reflects the total principal

amount owing to the Lender as of the date signed below.

- This document constitutes a written acknowledgement of debt.

- The Borrower has not asserted, and does not rely upon, any defence, set-off, or counterclaim that would reduce or extinguish the principal amount acknowledged herein as of the date of signature.

RUNNING BALANCE STATEMENT (PRINCIPAL ONLY)

Date:	Funds Advanced	Funds Repaid	Running Principal Balance
Apr 3, 2023	\$150,000.00		\$150,000.00
May 7, 2023	\$200,000.00		\$350,000.00
Jul 29, 2023	\$170,000.00		\$520,000.00

Borrower Signature:



Printed Name:

Michael Koc

Date:

July 29 2023

This document is intended as a receipt and written acknowledgement of principal funds advanced and a running principal balance only. No interest or fees are included unless separately agreed in writing.



BORROWER ACKNOWLEDGEMENT OF FUNDS AND RUNNING BALANCE RECEIPT

Borrower Information

Customer Name: MICHAEL KOCH Account #: 101836
Address: 1100 Waterton Ave, Pincher Creek, AB, T0K1W0

Loan / Advance Reference

Amount Received: \$120,000.00 Date Received: Aug 31, 2023

Acknowledgement Of Receipt Of Funds

I, Michael Koch (the "Borrower"), hereby acknowledge and confirm that I have received funds from The Loan Store (the "Lender") as recorded below.

The Borrower expressly confirms and agrees that:

- The Loan Agreement dated April 3, 2023 provides for a loan facility with a maximum aggregate principal amount of \$1,900,000 CAD, which may be advanced in multiple draws from time to time.
- Each amount listed in the Running Balance Statement below constitutes a draw or advance made pursuant to, and in partial utilization of, the Loan Agreement.
- The amounts listed below have been received by the Borrower in full on the dates indicated.
- All funds received constitute a loan / advance made under the Loan Agreement and are repayable strictly in accordance with the terms of the Loan Agreement dated April 3, 2023.
- The running balance reflects principal amounts actually advanced only and does not include interest, fees, penalties, or other charges, which are governed separately by the Loan Agreement.
- This document is intended to serve as a continuous written record of draws and repayments under the Loan Agreement and may be updated from time to time.
- This acknowledgement does not replace, amend, novate, or limit the Loan Agreement or any related security or guarantee documents, except to confirm the outstanding principal balance advanced under the Loan Agreement.

Borrower Confirmation and Acknowledgement Of Debt

The Borrower further acknowledges that the obligations evidenced by this acknowledgement are supported by one or more personal guarantees, which remain in full force and effect and are not released, waived, or limited by this acknowledgement.

The Borrower acknowledges and confirms that:

- The running balance stated above is true, correct, and accurately reflects the total principal

amount owing to the Lender as of the date signed below.

- This document constitutes a written acknowledgement of debt.

- The Borrower has not asserted, and does not rely upon, any defence, set-off, or counterclaim that would reduce or extinguish the principal amount acknowledged herein as of the date of signature.

RUNNING BALANCE STATEMENT (PRINCIPAL ONLY)

Date:	Funds Advanced	Funds Repaid	Running Principal Balance
			\$150,000.00
Apr 3, 2023	\$150,000.00		\$350,000.00
May 7, 2023	\$200,000.00		\$520,000.00
Jul 29, 2023	\$170,000.00		\$640,000.00
Aug 31, 2023	\$120,000.00		

Borrower Signature:



Printed Name:

Michael Koch

Date:

Aug 31 2023

This document is intended as a receipt and written acknowledgement of principal funds advanced and a running principal balance only. No interest or fees are included unless separately agreed in writing.



BORROWER ACKNOWLEDGEMENT OF FUNDS AND RUNNING BALANCE RECEIPT

Borrower Information

Customer Name: MICHAEL KOCH Account #: 101836
Address: 1100 Waterton Ave, Pincher Creek, AB, T0K1W0

Loan / Advance Reference

Amount Received: \$60,000.00 Date Received: Sep 12, 2023

Acknowledgement Of Receipt Of Funds

I, Michael Koch (the "Borrower"), hereby acknowledge and confirm that I have received funds from The Loan Store (the "Lender") as recorded below.

The Borrower expressly confirms and agrees that:

- The Loan Agreement dated April 3, 2023 provides for a loan facility with a maximum aggregate principal amount of \$1,900,000 CAD, which may be advanced in multiple draws from time to time.
- Each amount listed in the Running Balance Statement below constitutes a draw or advance made pursuant to, and in partial utilization of, the Loan Agreement.
- The amounts listed below have been received by the Borrower in full on the dates indicated.
- All funds received constitute a loan / advance made under the Loan Agreement and are repayable strictly in accordance with the terms of the Loan Agreement dated April 3, 2023.
- The running balance reflects principal amounts actually advanced only and does not include interest, fees, penalties, or other charges, which are governed separately by the Loan Agreement.
- This document is intended to serve as a continuous written record of draws and repayments under the Loan Agreement and may be updated from time to time.
- This acknowledgement does not replace, amend, novate, or limit the Loan Agreement or any related security or guarantee documents, except to confirm the outstanding principal balance advanced under the Loan Agreement.

Borrower Confirmation and Acknowledgement Of Debt

The Borrower further acknowledges that the obligations evidenced by this acknowledgement are supported by one or more personal guarantees, which remain in full force and effect and are not released, waived, or limited by this acknowledgement.

The Borrower acknowledges and confirms that:

- The running balance stated above is true, correct, and accurately reflects the total principal

amount owing to the Lender as of the date signed below.

- This document constitutes a written acknowledgement of debt.
- The Borrower has not asserted, and does not rely upon, any defence, set-off, or counterclaim that would reduce or extinguish the principal amount acknowledged herein as of the date of signature.

RUNNING BALANCE STATEMENT (PRINCIPAL ONLY)

Date:	Funds Advanced	Funds Repaid	Running Principal Balance
Apr 3, 2023	\$150,000.00		\$150,000.00
May 7, 2023	\$200,000.00		\$350,000.00
Jul 29, 2023	\$170,000.00		\$520,000.00
Aug 31, 2023	\$120,000.00		\$640,000.00
Sep 12, 2023	\$60,000.00		\$700,000.00

Borrower Signature:



Printed Name:

Michael Kod

Date:

Sept 12 2023

This document is intended as a receipt and written acknowledgement of principal funds advanced and a running principal balance only. No interest or fees are included unless separately agreed in writing.



BORROWER ACKNOWLEDGEMENT OF FUNDS AND RUNNING BALANCE RECEIPT

Borrower Information

Customer Name: MICHAEL KOCH Account #: 101836
Address: 1100 Waterton Ave, Pincher Creek, AB, T0K1W0

Loan / Advance Reference

Amount Received: \$105,000.00 Date Received: Oct 12, 2023

Acknowledgement Of Receipt Of Funds

I, Michael Koch (the "Borrower"), hereby acknowledge and confirm that I have received funds from The Loan Store (the "Lender") as recorded below.

The Borrower expressly confirms and agrees that:

- The Loan Agreement dated April 3, 2023 provides for a loan facility with a maximum aggregate principal amount of \$1,900,000 CAD, which may be advanced in multiple draws from time to time.
- Each amount listed in the Running Balance Statement below constitutes a draw or advance made pursuant to, and in partial utilization of, the Loan Agreement.
- The amounts listed below have been received by the Borrower in full on the dates indicated.
- All funds received constitute a loan / advance made under the Loan Agreement and are repayable strictly in accordance with the terms of the Loan Agreement dated April 3, 2023.
- The running balance reflects principal amounts actually advanced only and does not include interest, fees, penalties, or other charges, which are governed separately by the Loan Agreement.
- This document is intended to serve as a continuous written record of draws and repayments under the Loan Agreement and may be updated from time to time.
- This acknowledgement does not replace, amend, novate, or limit the Loan Agreement or any related security or guarantee documents, except to confirm the outstanding principal balance advanced under the Loan Agreement.

Borrower Confirmation and Acknowledgement Of Debt

The Borrower further acknowledges that the obligations evidenced by this acknowledgement are supported by one or more personal guarantees, which remain in full force and effect and are not released, waived, or limited by this acknowledgement.

The Borrower acknowledges and confirms that:

- The running balance stated above is true, correct, and accurately reflects the total principal

amount owing to the Lender as of the date signed below.

- This document constitutes a written acknowledgement of debt.
- The Borrower has not asserted, and does not rely upon, any defence, set-off, or counterclaim that would reduce or extinguish the principal amount acknowledged herein as of the date of signature.

RUNNING BALANCE STATEMENT (PRINCIPAL ONLY)

Date:	Funds Advanced	Funds Repaid	Running Principal Balance
Apr 3, 2023	\$150,000.00		\$150,000.00
May 7, 2023	\$200,000.00		\$350,000.00
Jul 29, 2023	\$170,000.00		\$520,000.00
Aug 31, 2023	\$120,000.00		\$640,000.00
Sep 12, 2023	\$60,000.00		\$700,000.00
Oct 12, 2023	\$105,000.00		\$805,000.00

Borrower Signature: _____

Printed Name: _____

Date: _____

This document is intended as a receipt and written acknowledgement of principal funds advanced and a running principal balance only. No interest or fees are included unless separately agreed in writing.

amount owing to the Lender as of the date signed below.

- This document constitutes a written acknowledgement of debt.
- The Borrower has not asserted, and does not rely upon, any defence, set-off, or counterclaim that would reduce or extinguish the principal amount acknowledged herein as of the date of signature.

RUNNING BALANCE STATEMENT (PRINCIPAL ONLY)

Date:	Funds Advanced	Funds Repaid	Running Principal Balance
Apr 3, 2023	\$150,000.00		\$150,000.00
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Sep 12, 2023	\$60,000.00		\$700,000.00
Oct 12, 2023	\$105,000.00		\$805,000.00
Nov 15, 2023	\$150,000.00		\$955,000.00

Borrower Signature: _____

Printed Name: _____

Date: _____

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Sep 12, 2023	\$60,000.00		\$700,000.00
Oct 12, 2023	\$105,000.00		\$805,000.00
Nov 15, 2023	\$150,000.00		\$955,000.00
Dec 1, 2023	\$45,000.00		\$1,000,000.00

Borrower Signature: _____

Printed Name: _____

Date: _____

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- The Borrower has not asserted, and does not rely upon, any defence, set-off, or counterclaim that would reduce or extinguish the principal amount acknowledged herein as of the date of signature.

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Sep 12, 2023	\$60,000.00		\$700,000.00
Oct 12, 2023	\$105,000.00		\$805,000.00
Nov 15, 2023	\$150,000.00		\$955,000.00
Dec 1, 2023	\$45,000.00		\$1,000,000.00
Dec 1, 2023	\$125,000.00		\$1,125,000.00

Borrower Signature: _____



Printed Name: _____

Michael Kool

Date: _____

Dec 1 2023

This document is intended as a receipt and written acknowledgement of principal funds advanced and a running principal balance only. No interest or fees are included unless separately agreed in writing.

amount owing to the Lender as of the date signed below.

- This document constitutes a written acknowledgement of debt.
- The Borrower has not asserted, and does not rely upon, any defence, set-off, or counterclaim that would reduce or extinguish the principal amount acknowledged herein as of the date of signature.

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Sep 12, 2023	\$60,000.00		\$700,000.00
Oct 12, 2023	\$105,000.00		\$805,000.00
Nov 15, 2023	\$150,000.00		\$955,000.00
Dec 1, 2023	\$45,000.00		\$1,000,000.00
Dec 1, 2023	\$125,000.00		\$1,125,000.00
May 7, 2024	\$160,000.00		\$1,285,000.00

Borrower Signature: _____

Printed Name: _____

Date: _____

This document is intended as a receipt and written acknowledgement of principal funds advanced and a running principal balance only. No interest or fees are included unless separately agreed in writing.



BORROWER ACKNOWLEDGEMENT OF FUNDS AND RUNNING BALANCE RECEIPT

Borrower Information

Customer Name: MICHAEL KOCH Account #: 101836
Address: 1100 Waterton Ave, Pincher Creek, AB, T0K1W0

Loan / Advance Reference

Amount Received: \$75,000.00 Date Received: Jun 21, 2024

Acknowledgement Of Receipt Of Funds

I, Michael Koch (the "Borrower"), hereby acknowledge and confirm that I have received funds from The Loan Store (the "Lender") as recorded below.

The Borrower expressly confirms and agrees that:

- The Loan Agreement dated April 3, 2023 provides for a loan facility with a maximum aggregate principal amount of \$1,900,000 CAD, which may be advanced in multiple draws from time to time.
- Each amount listed in the Running Balance Statement below constitutes a draw or advance made pursuant to, and in partial utilization of, the Loan Agreement.
- The amounts listed below have been received by the Borrower in full on the dates indicated.
- All funds received constitute a loan / advance made under the Loan Agreement and are repayable strictly in accordance with the terms of the Loan Agreement dated April 3, 2023.
- The running balance reflects principal amounts actually advanced only and does not include interest, fees, penalties, or other charges, which are governed separately by the Loan Agreement.
- This document is intended to serve as a continuous written record of draws and repayments under the Loan Agreement and may be updated from time to time.
- This acknowledgement does not replace, amend, novate, or limit the Loan Agreement or any related security or guarantee documents, except to confirm the outstanding principal balance advanced under the Loan Agreement.

Borrower Confirmation and Acknowledgement Of Debt

The Borrower further acknowledges that the obligations evidenced by this acknowledgement are supported by one or more personal guarantees, which remain in full force and effect and are not released, waived, or limited by this acknowledgement.

The Borrower acknowledges and confirms that:

- The running balance stated above is true, correct, and accurately reflects the total principal

amount owing to the Lender as of the date signed below.

- This document constitutes a written acknowledgement of debt.
- The Borrower has not asserted, and does not rely upon, any defence, set-off, or counterclaim that would reduce or extinguish the principal amount acknowledged herein as of the date of signature.

RUNNING BALANCE STATEMENT (PRINCIPAL ONLY)

Date:	Funds Advanced	Funds Repaid	Running Principal Balance
Apr 3, 2023	\$150,000.00		\$150,000.00
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Oct 12, 2023	\$105,000.00		\$805,000.00
Nov 15, 2023	\$150,000.00		\$955,000.00
Dec 1, 2023	\$45,000.00		\$1,000,000.00
Dec 1, 2023	\$125,000.00		\$1,125,000.00
May 7, 2024	\$160,000.00		\$1,285,000.00
Jun 21, 2024	\$75,000.00		\$1,360,000.00

Borrower Signature: _____

Printed Name: _____

Date: _____

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Oct 12, 2023	\$105,000.00		\$805,000.00
Nov 15, 2023	\$150,000.00		\$955,000.00
Dec 1, 2023	\$45,000.00		\$1,000,000.00
Dec 1, 2023	\$125,000.00		\$1,125,000.00
May 7, 2024	\$160,000.00		\$1,285,000.00
Jun 21, 2024	\$75,000.00		\$1,360,000.00
Jul 24, 2024	\$165,000.00		\$1,525,000.00

Borrower Signature: _____

Printed Name: _____

Date: _____

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Dec 1, 2023	\$125,000.00		\$1,125,000.00
May 7, 2024	\$160,000.00		\$1,285,000.00
Jun 21, 2024	\$75,000.00		\$1,360,000.00
Jul 24, 2024	\$165,000.00		\$1,525,000.00
Aug 16, 2024	\$55,000.00		\$1,580,000.00

Borrower Signature: _____

Printed Name: _____

Date: _____

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BORROWER ACKNOWLEDGEMENT OF FUNDS AND RUNNING BALANCE RECEIPT

Borrower Information

Customer Name: MICHAEL KOCH Account #: 101836
Address: 1100 Waterton Ave, Pincher Creek, AB, T0K1W0

Loan / Advance Reference

Amount Received: \$70,000.00 Date Received: Aug 16, 2024

Acknowledgement Of Receipt Of Funds

I, Michael Koch (the "Borrower"), hereby acknowledge and confirm that I have received funds from The Loan Store (the "Lender") as recorded below.

The Borrower expressly confirms and agrees that:

- The Loan Agreement dated April 3, 2023 provides for a loan facility with a maximum aggregate principal amount of \$1,900,000 CAD, which may be advanced in multiple draws from time to time.
- Each amount listed in the Running Balance Statement below constitutes a draw or advance made pursuant to, and in partial utilization of, the Loan Agreement.
- The amounts listed below have been received by the Borrower in full on the dates indicated.
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- The running balance reflects principal amounts actually advanced only and does not include interest, fees, penalties, or other charges, which are governed separately by the Loan Agreement.
- This document is intended to serve as a continuous written record of draws and repayments under the Loan Agreement and may be updated from time to time.
- This acknowledgement does not replace, amend, novate, or limit the Loan Agreement or any related security or guarantee documents, except to confirm the outstanding principal balance advanced under the Loan Agreement.

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The Borrower further acknowledges that the obligations evidenced by this acknowledgement are supported by one or more personal guarantees, which remain in full force and effect and are not released, waived, or limited by this acknowledgement.

The Borrower acknowledges and confirms that:

- The running balance stated above is true, correct, and accurately reflects the total principal

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RUNNING BALANCE STATEMENT (PRINCIPAL ONLY)

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May 7, 2024	\$160,000.00		\$1,285,000.00
Jun 21, 2024	\$75,000.00		\$1,360,000.00
Jul 24, 2024	\$165,000.00		\$1,525,000.00
Aug 16, 2024	\$55,000.00		\$1,580,000.00
Aug 16, 2024	\$70,000.00		\$1,650,000.00

Borrower Signature: _____

Printed Name: _____

Date: _____

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Jul 24, 2024	\$165,000.00		\$1,525,000.00
Aug 16, 2024	\$55,000.00		\$1,580,000.00
Aug 16, 2024	\$70,000.00		\$1,650,000.00
Sep 13, 2024	\$85,000.00		\$1,735,000.00

Borrower Signature: _____

Printed Name: _____

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Jul 24, 2024	\$165,000.00		\$1,525,000.00
Aug 16, 2024	\$55,000.00		\$1,580,000.00
Aug 16, 2024	\$70,000.00		\$1,650,000.00
Sep 13, 2024	\$85,000.00		\$1,735,000.00
Nov 26, 2024	\$165,000.00		\$1,900,000.00

Borrower Signature: _____

Printed Name: _____

Date: _____

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Appendix “J” – Correspondence, dated February 23, 2026



MILLER THOMSON LLP
 525 - 8TH AVENUE S.W., 43RD FLOOR
 EIGHTH AVENUE PLACE EAST
 CALGARY, AB T2P 1G1
 CANADA

T 403.298.2400
 F 403.262.0007

MILLERTHOMSON.COM

February 23, 2026

Private and Confidential

Stephen Mulrain, CD
 Direct Line: +1 403.298.2441
 smulrain@millerthomson.com

File No. 0262720.0004

Sent via Email: snayak@linqlaw.ca

LinQ Law
 #308, 10328 81 Avenue NW
 Edmonton, AB T6E 1X2

Attention: Soni Nayak

Dear Soni Nayak:

**Re: In the Matter of the Compromise or Arrangement of the Summit Auto Group
 Court of King's Bench of Alberta Court Action Number 2501-13057**

As you are aware, we are counsel to BDO Canada Limited, the Court-appointed monitor (the "**Monitor**") of, among others, 2412170 Alberta Ltd. and 2416326 Alberta Ltd., together operating as Westcastle Chevrolet Buick GMC ("**Westcastle GMC**").

We write further to our letter of February 2, 2026, the Order of Justice B.B. Johnston granted January 22, 2026 (the "**Order**"), attached for your reference, and your emails of February 19, 2026.

Pursuant to paragraph 6 of the Order, your clients, The Loan Store and 1292709 Alberta Ltd. and their affiliates, or any of them, were directed to provide a list of all of the Vehicles covered by the Order in their possession and their current locations, along with a list of all such Vehicles that had been sold with details of the sale and the location of any proceeds of sale, with supporting documents within 3 days of the Order being granted. Your clients did not comply with the Order.

Despite the reminder in our February 2, 2026 letter and your emails of February 19, 2026, neither we nor the Monitor have been provided with the information required under paragraph 6 of the Order. Your clients are in contempt of the Order.

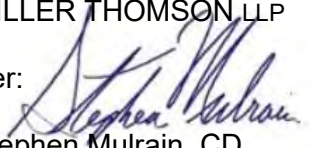
If we do not receive the information required by paragraph 6 of the Order forthwith, and in any event by no later than February 27, 2026, we have instructions to bring an application to hold your clients, as well as Mr. Hausner as a director of your client The Loan Store, in contempt of court.

We look forward to your clients' prompt compliance with the Order.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read "Stephen Mulrain".

Stephen Mulrain, CD

Providing services on behalf of a Professional Corporation
Partner



CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of
the document digitally filed on Jan
27, 2026

COURT FILE NUMBER

2501 - 13057

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

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

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



DOCUMENT

ORDER

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

MILLER THOMSON LLP
Eighth Avenue Place East
43rd Floor, 525 8th Avenue S.W.
Calgary, AB, Canada T2P 1G1

Attention: James W. Reid / Monica Faheim / Pavin Takhar
Telephone: 403.298.2418 / 416.597.6087/ 403.298.2432
E-mail: jwreid@millerthomson.com
mfaheim@millerthomson.com
ptakhar@millerthomson.com
File No.: 0262720.0004

DATE ON WHICH ORDER WAS PRONOUNCED:

January 22, 2026

NAME OF JUSTICE WHO MADE THIS ORDER:

The Honourable Justice B. B. Johnston

LOCATION OF HEARING:

Calgary Courts Centre

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

Westcastle Dealership, Vermilion Chrysler, Cranbrook Mitsubishi, Sun Valley Nissan, Western Sport Products, Squamish Chrysler, Castle Ford, Arrow VW, Real Co, MK Auto, and 235 AB, and 197 AB the “**Debtors**”);

AND UPON having read the Application filed January 14, 2026, the Monitor’s Fourth Report, dated January 5, 2026 (the “**Fourth Report**”); the Monitor’s Fifth Report, dated January 14, 2026 (the “**Fifth Report**”, together with the Fourth Report, the “**Reports**”);

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

AND UPON having read the Affidavit of Service of Maria Ceko, sworn January 20, 2026;

AND UPON hearing counsel for the Monitor, counsel for the Bank of Montreal, and counsel to all other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE AND INTERPRETATION

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient, if applicable, and this application is properly returnable today.
2. Capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them under the ARIO.

EXTENSION OF STAY PERIOD

3. The Stay Period, as ordered and defined in paragraph 13 of the ARIO, is hereby extended from January 30, 2026, up to and including March 29, 2026.

FREEZING OF TRANSFERRED VEHICLES

4. All vehicles formerly belonging to Westcastle GMC transferred to The Loan Store or 1292709 Alberta Ltd. or any of their affiliates subject to security registrations in favour of The Toronto Dominion Bank, as listed in the PPR search attached to the Fourth Report of

the Monitor in this Action at Appendix B of Appendix H (the “**Vehicles**”) are hereby frozen, and no person shall move, transfer or otherwise deal with the Vehicles except by further Order of this Court.

5. Any and all proceeds of sale of any of the Vehicles that may be in the possession of The Loan Store or 1292709 Alberta Ltd. or any of their affiliates are hereby frozen, and no person shall move, transfer or otherwise deal with such proceeds of sale except by further Order of this Court.
6. The Loan Store and 1292709 Alberta Ltd. and their affiliates, or any of them, are hereby directed to provide a list of all of the Vehicles presently in their possession and their current locations and a list of all of the Vehicles that have been sold along with details of the sale and the location of any proceeds of sale, with supporting documents, to the Monitor within three (3) days of this Order.
7. The Monitor is not required to provide an undertaking in damages in respect of this Order.
8. Any person served with or notified of this Order may apply to the Court at any time to vary or discharge paragraphs 4-6 of this Order, on five (5) days notice to the Monitor.

REGISTRATION OF VEHICLES

9. The Monitor is approved *nunc pro tunc* to make serial number registrations against the Vehicles in the Alberta Personal Property Registry or any other relevant registry.

MONITOR’S ACTIVITIES AND PROFESSIONAL FEES

10. The Monitor’s actions, activities, and conduct as disclosed and reported in the Reports, are hereby ratified and approved.
11. The Monitor’s accounts for its fees and disbursements, as set out in the Fifth Report, are hereby approved without the necessity of a formal passing or assessment of its accounts.
12. The accounts of the Monitor’s legal counsel, Miller Thomson LLP, for its fees and disbursements, as set out in the Fifth Report, are hereby approved without the necessity of a formal passing or assessment of its accounts.

SERVICE

13. Service of this Order shall be deemed good and sufficient by serving the same by posting a copy of this Order on the Monitor's website at <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/summit-automotive-group>.

B B Johns

Justice of the Court of King's Bench of Alberta

Appendix “K” – Notice of Withdrawal of Lawyer of Record

Form 4
Alberta Rules of Court
Rule 2.29

COURT FILE NO. 2501 13057

COURT Court of King's Bench of Alberta

JUDICIAL CENTRE Calgary

PLAINTIFF(S) **BANK OF MONTREAL**

DEFENDANT(S) **2345137 ALBERTA LTD., 2351497 ALBERTA LTD., 2497902 ALBERTA LTD., SUMMIT S AUTO LTD., SUMMIT V AUTO LTD., MK AUTO K-M LTD., 2437342 ALBERTA LTD., 1972207 ALBERTA LTD., 1175104 B.C. LTD., 1262113 B.C. LTD., 1272986 B.C. LTD., 2412170 ALBERTA LTD., AND 2416326 ALBERTA LTD.,**

DOCUMENT **Notice of Withdrawal of Lawyer of Record**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
 LINQ LAW
 #308, 10328 81 AVE NW
 EDMONTON AB T6E 1X2
 PHONE: 780-250-6666
 FAX: 780-756-8008

Counsel for Martin Hausner Respondent withdraws as lawyer of record for that party.
 (Name) (Status)*

The last known address for Martin Hausner Respondent is as follows:

10208 82 Avenue NW
 Edmonton AB T6E 1Z7
 martin@theloanstore.ca

Legal Counsel for Martin Hausner Respondent:

Law firm name: LINQ LAW



Per: _____

Soni Nayak

Print Name of Lawyer Signing

WARNING

This withdrawal of lawyer of record takes effect 10 days after the affidavit of service of this document on every party is filed. After that date, no delivery of a pleading or other document relating to the action is effective service on the former lawyer of record or at any address for service previously provided by the former lawyer of record.

Appendix “L” – Correspondence, dated March 31, 2026

OUR FILE: 73948.1

March 31, 2026

YOUR FILE:

REPLY TO:

VIA EMAIL: jwreid@millerthomson.com

SUSY TRACE

DIRECT LINE: (780) 429-6246

DIRECT FAX: (780) 429-4453

EMAIL: strace@ogilvIELAW.com

Miller Thomson LLP
Eighth Avenue Place East
43rd Floor, 525 8th Avenue S.W.
Calgary AB T2P 1G1

2800 STANTEC TOWER
10220 103 AVENUE
EDMONTON AB T5J 0K4
FACSIMILE (780) 429-4453
TELEPHONE (780) 421-1818

Attention: James W. Reid

Dear Sir:

**Re: In the Matter of the Compromise or Arrangement
of 2412170 Alberta Ltd. and 2416326 Alberta Ltd. (collectively "Westcastle")
Court of King's Bench of Alberta Court Action Number 2501 13057**

We are counsel for 1292709 Alberta Ltd., operating as The Loan Store ("The Loan Store" or our "client"), in connection with the above-referenced CCAA proceedings. We write further to your correspondence dated February 2, 2026, addressed to Soni Nayak of LinQ Law, and the Order of the Honourable Justice B.B. Johnston granted on January 22, 2026 (the "January 22nd Order").

In compliance with paragraph 6 of the January 22nd Order, which directs The Loan Store and 1292709 Alberta Ltd. to provide a list of all Vehicles presently in their possession and their current locations, we provide the following information on behalf of our client:

Year	Make	Model	Last 6 of VIN	Location
2024	Jeep	Compass	594549	Calgary Storage
2021	Ram	1500	571444	Leduc Storage
2021	Ram	1500	520406	Did Not Receive
2019	Ram	1500	705290	Did Not Receive
2020	Chevrolet	Express 3500	137707	Edmonton Storage
2021	Jeep	Compass	509364	Calgary Storage
2022	Mitsubishi	Eclipse Cross	611649	Edmonton Storage
2019	Ram	1500	888630	Leduc Storage
2021	Ford	Expedition	A10137	Edmonton Storage
2019	Honda	Civic	027387	Calgary Storage

2023	Kia	Forte	586437	Calgary Storage
2019	Kia	Sedona	654061	Edmonton Storage
2019	Ram	1500	729314	Leduc Storage
2019	Dodge	Journey	763993	Leduc Storage
2021	Jeep	Grand Cherokee	526765	Calgary Storage
2021	Ram	1500	712842	Calgary Storage
2022	Kia	Rio	453930	Calgary Storage
2022	Kia	Rio	498878	Edmonton Storage
2022	Kia	Sorento	687056	Calgary Storage
2023	Subaru	Solterra	A09571	Edmonton Storage
2026	GMC	Canyon	173013	Did Not Receive
2004	Trailer	—	416729	Leduc Storage
2003	GMC	Sierra 2500	137601	Leduc Storage
2003	Ford	Focus	287178	Edmonton Storage
2018	Ram	1500	313198	Calgary Storage
2010	GMC	Terrain	610607	Edmonton Storage

We note that your correspondence refers to "the alleged claims made by the Loan Store" against Westcastle GMC and the Monitor's review as to the validity and enforceability of such claims. For clarity, we would be grateful if you could confirm which claim(s) the Monitor is currently reviewing:

1. The Loan Store's secured loan to 2412170 Alberta Ltd. and 2416326 Alberta Ltd.; or
2. The Loan Store's ownership claim to the above-referenced vehicles arising from the settlement agreement dated December 19, 2025.

Once we receive clarification on this point, we will be positioned to provide a complete response to your request for Loan Agreements, Security Documents, bank records, and correspondence with the principals of Westcastle GMC, if the latter is necessary.

Notice of Intended Application

Please take notice that our client intends to bring an application seeking a declaration that the settlement agreement dated December 19, 2025, between The Loan Store and Westcastle is valid and enforceable (the "**Settlement Application**"). This settlement

agreement provided for, *inter alia*, the payment of \$500,000.00 in cash and the transfer of a package of vehicles to The Loan Store as partial settlement of The Loan Store's secured claim against the debtor corporations.

The settlement agreement was negotiated between the parties' respective legal counsel and was entered into to facilitate the closing of the Westcastle GMC transaction, which, according to Mr. Koch, would have enabled all creditors, including TD Bank as first priority secured creditor and The Loan Store as second priority secured creditor, to be paid in full from the sale proceeds. The vehicle transfers that form part of the settlement were priced at cost to ensure the payout waterfall would function as calculated.

Document and Information Requests

In connection with the Settlement Application, we require the Monitor to provide the following records and information:

1. all records in the Monitor's possession or control relating to the settlement agreement between The Loan Store and Westcastle;
2. all records documenting the steps taken by the Monitor upon learning of the transaction, including all communications made to Westcastle or their principals regarding the Monitor's position on the transaction;
3. confirmation of what, if any, shareholder rights were exercised on behalf of MK Auto K-M Ltd. in respect of the settlement, including any resolutions passed or consents provided (or withheld) pursuant to the Monitor's powers under the Amended and Restated Initial Order (that did not include 2412170 Alberta Ltd. and 2416326 Alberta Ltd.);
4. all correspondence and communications between the Monitor and/or its counsel and Mr. Ahmed Jomha of Jomha Law relating to the Westcastle GMC transaction and the settlement agreement;
5. all correspondence and communications between the Monitor and/or its counsel and TD Bank and/or its counsel, Dentons Canada LLP, relating to the closing of the Westcastle GMC transaction, including any revised payout demands made by TD Bank;
6. all records relating to the Monitor's investigation into the vehicle transfers, including any valuations, appraisals, or assessments conducted by the Monitor or the CRO; and

7. all correspondence and communications between the Monitor, Westcastle, and/or Mr. Michael Koch regarding the settlement agreement and the vehicle transfers.

We further request that the Monitor consent to the release by Westcastle's former solicitor, Mr. Ahmed Jomha of Jomha Law, of all records in his possession relating to the settlement agreement with our client. Our client requires access to these records to properly advance the Settlement Application.

Please note that our client reserves its right to request further information from the Monitor and reserves its right to seek to examine a representative of the Monitor, and/or a representative of the debtor corporations subject to these proceedings in the event our client determines this is necessary in order fairly advance the Settlement Application.

Sequencing of Applications

We note that the Monitor's application for a Claims Procedure Order, which was scheduled to be heard on March 26, 2026, has been adjourned. It is our client's position that the Settlement Application must be heard prior to any application for a Claims Procedure Order in respect of Westcastle.

This sequencing is necessary because, if the Court grants the Settlement Application and declares that the settlement agreement between The Loan Store and Westcastle is valid and enforceable:

1. it will reduce the quantum of funds available for distribution in the estates of Westcastle as the assets transferred pursuant to the settlement agreement (including the vehicles and the \$500,000 cash payment) will no longer form part of the estate; and
2. it will impact our client's claim as submitted in any claims process, as the settlement agreement was in part consideration for the vehicles and cash payment.

Accordingly, any determination of creditor claims against Westcastle through a claims procedure would be premature and potentially wasteful of estate resources until the validity and enforceability of the settlement agreement has been determined by the Court. We request that the Monitor confirm its agreement to this sequencing or, alternatively, provide its position on this issue.

In light of the foregoing, and consistent with the Commercial Practice Note and established convention, we request confirmation that the Monitor will seek our availability prior to rescheduling its application for a Claims Procedure Order. This coordination is necessary because The Loan Store anticipates filing materials in advance of the rescheduled hearing and may bring the Settlement Application, together with any other procedural relief that

may be necessary, at the same hearing as the Monitor's application. As requested by Justice Burns, it will be necessary to ensure that sufficient time is scheduled to hear all applications at that hearing.

Marshalling Argument — Conditional Notice

Without prejudice to our client's primary position that the settlement agreement is valid and enforceable, please take notice that, in the event the Court determines that the settlement agreement is unenforceable, our client reserves the right to advance a marshalling argument in respect of the sale proceeds held by the Monitor arising from the Westcastle GMC transaction (the "**Westcastle GMC Sale Proceeds**").

The Loan Store, as a secured creditor of Westcastle GMC, would in that circumstance be entitled to marshal against the Westcastle GMC Sale Proceeds to the extent necessary to satisfy its secured claim, having regard to the priority position of other creditors. We put the Monitor on notice of this potential claim so that it may be addressed in any distribution waterfall that the Monitor proposes.

Response Requested

We request that the Monitor respond to this correspondence within fourteen (14) days, providing:

1. clarification as to which claim(s) the Monitor is reviewing, as set out above;
2. the documents and information requested above, or confirmation of when such documents and information will be provided;
3. confirmation of the Monitor's consent to the release of records by Mr. Ahmed Jomha to our client; and
4. the Monitor's position on the sequencing of applications as set out above.

We reserve all of our client's rights in these proceedings.

Yours truly,

Ogilvie LLP

Per:



SUSY TRACE
ST/

cc: Ogilvie LLP
Attention: Aaron Hymes

cc: Miller Thomson LLP
Attention: Pavin Takhar
(ptakhar@millerthomson.com)

cc: Client

Appendix “M” – Correspondence, dated April 6, 2026



MILLER THOMSON LLP
525 – 8TH AVENUE S.W., 43RD FLOOR
EIGHTH AVENUE PLACE EAST
CALGARY, AB T2P 1G1
CANADA

T 403.298.2400
F 403.262.0007

MILLERTHOMSON.COM

April 6, 2026

VIA EMAIL

STrace@ogilvielaw.com

Ogilvie Law
10220 – 103 Avenue
Edmonton, AB T5J 0K4

Attention: Susy Trace

Dear Madam:

**Re: *In the Matter of the Compromise or Arrangement of the Summit Auto Group
Court of King's Bench of Alberta Court Action Number 2501-13057
Westcastle GMC Vehicles***

As you are aware, we are counsel to BDO Canada Limited, the Court-appointed monitor (the "**Monitor**") of, among others, 2412170 Alberta Ltd. ("**Westcastle Dealership**") and 2416326 Alberta Ltd. ("**Westcastle RealCo**", and together with Westcastle Dealership, "**Westcastle GMC**").

We write to you in respect of your letter correspondence dated March 31, 2026.

We believe it would be beneficial to provide some background and the Monitor's position in respect of your client 1292709 Alberta Ltd., operating as "**The Loan Store**", and the transactions involving the same.

All capitalized terms otherwise not defined herein shall have the meaning ascribed in the Sixth Report of the Monitor, dated March 18, 2026 and Fourth Report of the Monitor dated January 5, 2026.

Background:

Westcastle GMC operated a Chevrolet, Buick and GMC dealership in Pincher Creek, Alberta. The primary secured creditor of Westcastle GMC is The Toronto Dominion Bank ("**TD**"). On September 19, 2025, TD issued a demand for repayment in the amount of \$7,667,748.12 (as at September 11, 2025) and a Notice to Intention to Enforce Security in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**").

On September 22, 2025, Westcastle GMC entered into the Westcastle Sale Agreements to sell substantially all of Westcastle GMC's operating assets to the Westcastle Dealership Purchaser (the "**Westcastle GMC Transactions**"). On November 7, 2025, the Monitor received letter correspondence requesting the shareholder consent of MK Auto pursuant to section 190 of the *Business Corporations Act*, RSA 2000, C B-9 (the "**Shareholder Resolution**") in respect of the Westcastle GMC Transactions. The Monitor made various requests to Westcastle GMC in order to satisfy its own due diligence and determine whether it should provide the Shareholder Resolution on behalf of MK Auto. Notwithstanding these

requests, the Monitor did not obtain sufficient information required to satisfy its due diligence requirements.

On October 16, 2025, TD engaged FTI Consulting Canada Inc. (“**FTI**”) as its financial advisor to perform a business review regarding Westcastle GMC. Despite FTI having worked with Michael Koch and the CFO of Westcastle GMC for several months, at no point in time during the business review was it disclosed to FTI or TD that Westcastle GMC had any loans or security with The Loan Store. Further The Loan Store had not registered any of its purported security against Westcastle GMC at the Personal Property Security Registry nor with the Land Titles Office. It was in November 2025 that The Loan Store made registrations in the Land Titles Office. It only came to the attention of FTI and TD that The Loan Store was asserting a claim against Westcastle GMC on December 15, 2026, when Westcastle GMC first advised TD and its own insolvency counsel, DLA Piper Canada LLP, that it was trying to close the Westcastle GMC Transactions. Prior to this time, none of TD, FTI, Dentons Canada LLP, or Westcastle GMC’s own insolvency counsel had any knowledge of The Loan Store’s claim.

On December 19, 2025 (**Westcastle Closing Date**), Westcastle GMC, the sales agent and counsel to TD advised the Monitor that the Westcastle Dealership Purchaser had advanced funds and that the Westcastle GMC Transactions had closed notwithstanding the lack of shareholder consent. The Monitor now understands that the Westcastle GMC director at the time, Michael Koch, executed the Shareholder Resolution on behalf of MK Auto when he lacked the authority to do so. On December 19, 2025, Michael Koch, was replaced by Lionel Robins of Full Circle, the Court-appointed Chief Restructuring Officer (“**CRO**”) in the CCAA Proceedings.

Only after the Westcastle Closing Date did TD, FTI, Dentons Canada LLP, the Monitor, and Westcastle GMC’s insolvency counsel learn that a number of vehicles financed under Westcastle GMC’s TD floor plan facility did not get repaid because the vehicles were transferred to The Loan Store without the knowledge of any of these key stakeholders. The unauthorized transfer of TD and other stakeholder collateral represented a \$1.3 million difference in inventory as compared to the FTI report. As a result, TD registered individual Personal Property Registry (“**PPR**”) security interests in respect of these vehicles (the “**Westcastle GMC Vehicles**”). The CRO reviewed this list and identified that at least twenty-six (26) of these vehicles, with an aggregate TD floorplan balance of approximately \$739,891 as of December 24, 2025, were transferred to The Loan Store without consideration.

On December 22, 2025, counsel for TD delivered written correspondence to the Westcastle Dealership Purchaser’s counsel confirming that among other things, TD did not consent to the Westcastle GMC Transactions, it did not deliver any discharges or releases of its security, and it was actively considering enforcement remedies.

The CRO further identified transactions between the Summit Group and The Loan Store, where vehicles were either sold to The Loan Store at below market prices, or purchased from The Loan Store at above market prices. A Demand Letter dated February 27, 2026 in respect of certain transactions involving 2437342 Alberta Ltd. and The Loan Store is enclosed for your reference.



Claims of The Loan Store:

The lack of transparency surrounding The Loan Store claim leading up to the Westcastle GMC Transactions requires that the Monitor review the claims in an open and transparent claims process that is fair to all creditors and stakeholders of Westcastle GMC.

In your letter The Loan Stores makes claims to the Westcastle GMC Vehicles by virtue of a settlement of outstanding debts owing from Westcastle GMC to the Loan Store pursuant to a settlement agreement. Reference to a settlement agreement was made in the Affidavit of Martin Hausner, Director of The Loan Store, sworn January 22, 2026. The Affidavit, however, does not attach any agreement or correspondence pertaining to such agreement. After having been served with the Hausner Affidavit by The Loan Store's previous counsel, Mr. Ahmed Johma, transaction counsel to Westcastle GMC, wrote to us and the CRO advising that the statements made in the Hausner Affidavit were "not correct" and Mr. Jomha advised that he had never spoken to Mr. Hausner, nor had he ever drafted or reviewed documentation of any agreement in relation to The Loan Store. A copy of this correspondence is enclosed.

Following requests for the Loan Stores' documentation (enclosed for reference), counsel to The Loan Store provided us with the following documents in relation to the claim:

1. Personal Guarantee dated April 3, 2023;
2. Personal Guarantee dated April 3, 2023;
3. Loan Agreement dated April 3, 2023; and
4. The Borrower Acknowledgment of Funds and Running Balance Receipts
("The Loan Store Documents").

We note The Loan Store has claimed a security interest in Westcastle GMC. On review of The Loan Store Documents, we do not agree with this categorization. Some commentary on this position is set out below.

We note paragraphs 12 and 13 of the Loan Agreement do not create a valid and binding charge against the lands owned by Westcastle RealCo, and the language does not support a registration in the PPR against any personal property assets of Westcastle Dealership, including the Westcastle GMC Vehicles.

The Loan Agreement purports to grant "a security interest in the Security". The Security is defined to be "Westcastle Chevrolet 1100, Watertown Avenue, Pincher Creek, AB, T0K 1W0 Land and building". The charging language does not meet the technical requirements to charge either real property or personal property, and in any event, the language in the Loan Agreement, even if creating a charge against the Westcastle RealCo lands, would not create a charge against any property owned by the Westcastle Dealership and the Westcastle GMC Vehicles. Importantly, there are other alleged creditors of the Westcastle Dealership beyond TD, who have AIPAAP registrations against the Westcastle Dealership and these creditors may have priority to the Westcastle GMC Vehicles which needs to be determined pursuant to a claims process.



Notably, we have not been provided with any documentation showing that any funds were advanced by The Loan Store to either of the Westcastle GMC entities. Nor have any records or director resolutions been provided showing that either of the Westcastle GMC entities were actually borrowers or guarantors of any loans that may have been made by The Loan Store. Each Borrower Acknowledgment of Funds and Running Balance Receipts states the only “Borrower” is Michael Koch.

Prior to the closing of the Westcastle GMC Transactions, The Loan Store registered caveats against the lands owned by Westcastle RealCo. A claims process is required to determine if The Loan Store had a right to register any caveats. Further, a claims process is required to determine if these caveats are valid given certain deficiencies, including references to unrelated sections of the *Lands Titles Act* (Alberta), including section 215, which deals with addresses for service of notice.

If it is ultimately determined that The Loan Store is a secured creditor of any of the Westcastle GMC entities, it still needs to be considered if the transfer of the Westcastle GMC Vehicles was done preferentially in light of the claims of other creditors of Westcastle GMC, including TD and other parties with security registrations in the PPR. In your correspondence you refer to The Loan Store as being the second priority creditor, but it does not reference which Westcastle GMC entity it claims a priority position over, and how this priority was determined considering the other PPR registrants. A claims process is needed to determine these issues.

We have now been made aware that The Loan Store has filed an additional caveat against the assets sold pursuant to the Sale and Vesting Order granted on January 7, 2026 (the “SAVO”). We enclose a copy of this registration for your review. This registration is directly impacting the transfer of land, and preventing the Westcastle Dealership Purchaser from obtaining the purchased property. We note this registration is in violation of the SAVO and we require an immediate discharge of the same. If the registration is not discharged before April 9, 2026 the Monitor and Westcastle Dealership Purchaser will be required to attend Court to deal with the discharge, and all costs incurred will be sought against your client. Further should the registration cause any further loss or harm, the Monitor reserves any and all rights against The Loan Store.

Section 95 Preference

In any event, if The Loan Store has a valid and enforceable claim against Westcastle GMC, the transfer of the Westcastle GMC Vehicles may be void as against the Monitor pursuant to section 95 of the BIA, as incorporated in the CCAA by section 36.1. This provision provides as follows:

Preferences

95 (1) A transfer of property made, a provision of services made, a charge on property made, a payment made, an obligation incurred or a judicial proceeding taken or suffered by an Insolvent person

(a) in favour of a creditor who is dealing at arm’s length with the insolvent person, or a person in trust for that creditor, with a view to giving that creditor a preference over another creditor is void as against — or, in Quebec, may not be set up against — the trustee if it is made, incurred, taken or suffered, as the case may be, during the period beginning on the day that is three



months before the date of the initial bankruptcy event and ending on the date of the bankruptcy; and

(b) in favour of a creditor who is not dealing at arm's length with the insolvent person, or a person in trust for that creditor, that has the effect of giving that creditor a preference over another creditor is void as against — or, in Quebec, may not be set up against — the trustee if it is made, incurred, taken or suffered, as the case may be, during the period beginning on the day that is 12 months before the date of the initial bankruptcy event and ending on the date of the bankruptcy.

Preference presumed

(2) If the transfer, charge, payment, obligation or judicial proceeding referred to in paragraph (1)(a) has the effect of giving the creditor a preference, it is, in the absence of evidence to the contrary, presumed to have been made, incurred, taken or suffered with a view to giving the creditor the preference — even if it was made, incurred, taken or suffered, as the case may be, under pressure — and evidence of pressure is not admissible to support the transaction.

Given the insolvent circumstances of Westcastle GMC at the time that the Westcastle GMC Vehicles were transferred to The Loan Store, it appears to be a preference transaction. The transfer was completed within three (3) months preceding the inclusion of Westcastle GMC in the within CCAA proceedings. The preference is presumed in accordance with section 95(2). We enclose the Affidavit of Amanda Bezner, sworn January 8, 2026, outlining the financial position of Westcastle GMC.

Document and Information Requests:

We have addressed all your information requests as follows, and as numbered in your correspondence:

1. The Monitor does not have any records involving the settlement agreement. Counsel for Westcastle GMC confirmed he was never aware of any settlement agreement. This correspondence is enclosed.
2. The information and steps taken are addressed in the Fifth Report.
3. No resolutions were passed by MK Auto in respect of any settlement, nor was any consent requested. Further, we are not aware of any resolutions being passed by any of the Westcastle GMC entities with respect to The Loan Store claim.
4. This is privileged.
5. This is privileged.
6. See the Second Report of the CRO.
7. No records.

The Monitor does not consent to the release of any records from former counsel for Westcastle GMC. We are not sure why The Loan Store as party to any purported settlement agreement does not have copies of the records or underlying documentation. Should there



be any records that support The Loan Store's claim, the Monitor will review it as part of the claims process.

Monitor to Sell Westcastle GMC Vehicles

The Monitor requests that the Westcastle GMC Vehicles be returned to the Monitor for the benefit of Westcastle GMC's creditors. The Westcastle GMC Vehicles will be sold and proceeds will be held in trust pending a Court-approved distribution. There is no prejudice to The Loan Store. The Loan Store may participate in the proposed Claims Procedure (if approved by the Court), and its entitlement to any funds will be determined.

The Westcastle GMC Vehicles are depreciating assets. It is in the best interests of all parties that they are sold by the Monitor to maximize value for the benefit of all stakeholders.

We request you provide your consent to the return and sale of the Westcastle GMC Vehicles **by 4:00 p.m. on April 13, 2026**. If we do not hear back from you within the requested time period, we anticipate bringing an application for the same.

Yours truly,

MILLER THOMSON LLP

Per:



James W. Reid

JWR/pt

Enclosures

c: *P. Takhar & S. Mulrain (Firm)*
C. Loneragan & B. Scott (BDO Canada Limited)



ENCLOSURE ONE



MILLER THOMSON LLP
525 - 8TH AVENUE S.W., 43RD FLOOR
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MILLERTHOMSON.COM

February 27, 2026

Stephen Mulrain, CD
Direct Line: +1 403.298.2441
smulrain@millertthomson.com

Sent via Email: snayak@linqlaw.ca

LinQ Law
#308, 10328 81 Avenue NW
Edmonton, AB T6E 1X2

Attention: Soni Nayak

Re: Amounts Owing to 2437342 Alberta Ltd.

As you are aware, we are counsel to BDO Canada Limited, the Court-appointed monitor (the "**Monitor**") of, among others, 2437342 Alberta Ltd. operating as Squamish Chrysler ("**Squamish Chrysler**"). We write further to the Monitor's correspondence of February 11, 2026 (the "**Demand Letter**") wherein the Monitor demanded payment from your clients 1292709 Alberta Ltd. doing business as Cars on Whyte, Edmonton Imports and The Loan Store ("**129 Alberta**").

As more fully set out in the Demand Letter, enclosed for your reference, 129 Alberta is indebted to Squamish Chrysler in respect of various vehicle transactions (the "**Transactions**") in the amount of not less than \$374,850 (the "**Outstanding Balance**").

In addition, following the Monitor's review of the Transactions and dealings between Squamish Chrysler and 129 Alberta, the Monitor has identified transactions where vehicles were sold from Squamish Chrysler to 129 Alberta at below market value. The total loss to Squamish Chrysler as a result of these transactions is not less than \$371,516.25 (the "**Loss on FMV**"). This Loss on FMV is attributable to 129 Alberta's conduct as an active participant in the Transactions by virtue of its knowing receipt of property transferred to it in breach of trust and/or fiduciary duty by management of Squamish Chrysler.

As outlined in the attached Schedule A, accounting for both the Outstanding Balance and the Loss on FMV, the total amount owed from 129 Alberta to Squamish Chrysler is \$746,366.25.


We hereby demand that 129 Alberta pay to us, as counsel for the Monitor, the amount of **\$746,366.25** by no later than March 6, 2026, failing which we expect instructions to commence a claim to recover these amounts.

The amounts referred to in this correspondence relate only to the Transactions between Squamish Chrysler and 129 Alberta. The Monitor continues to review transactions conducted with other dealerships and reserves the right to seek further amounts on behalf of the entities for which it is Monitor.

Yours truly,

MILLER THOMSON LLP

Per:



Stephen Mulrain, CD

Providing services on behalf of a Professional Corporation
Partner



Schedule A - Statement of Account

Year	Make	Model	Condition	VIN	Mileage	Sale Date	Note 1			Note 2		Note 3
							Total Sales Price (Incl. of GST)	Cost (Incl. of GST)	Gain (loss) on Cost	Est. FMV on the date of Sale	Gain (Loss) on FMV	
2021	Chevrolet	Silverado 1500 High Country	Used	3GCUYHEL8MG197755	142000	2025-03-26	40,950.00	54,642.90	(13,692.90)	39,270.00	1,680.00	
2022	Dodge	Ram 1500 Classic WARLOCK	Used	1C6RR7GGXNS122781	12399	2025-04-25	24,675.00	39,056.45	(14,381.45)	40,950.00	(16,275.00)	
2017	Dodge	Journey	Used	3C4PDDCGXHT696142	160216	2025-04-25	7,350.00	7,350.00	-	7,350.00	-	
2020	Dodge	Grand Caravan	Used	2C4RDGCG4LR231250	83588	2025-04-25	12,600.00	27,342.43	(14,742.43)	23,100.00	(10,500.00)	
2022	Jeep	Grand Cherokee WK	Used	1C4RJFAG4NC111885	75320	2025-04-25	21,000.00	40,518.03	(19,518.03)	27,300.00	(6,300.00)	
2023	Jeep	Grand Cherokee 4XE	DEMO	1C4RJYD69P8808537	4460	2025-04-25	53,550.00	93,920.68	(40,370.68)	58,275.00	(4,725.00)	
2019	Dodge	Ram 1500 Classic Express	Used	1C6RR7KT9KS709022	93824	2025-04-25	15,750.00	47,970.29	(32,220.29)	29,925.00	(14,175.00)	
2021	Jeep	Gladiator Rubicon	Used	1C6JJTBG0ML535225	98001	2025-04-25	29,400.00	48,567.23	(19,167.23)	35,175.00	(5,775.00)	
2021	Jeep	Compass Sport	Used	3C4NJCABXMT567829	54278	2025-04-25	11,550.00	35,903.36	(24,353.36)	18,900.00	(7,350.00)	
2016	Dodge	Ram 1500 Laramie	Used	1C6RR7VM8GS281925	160001	2025-04-25	13,125.00	28,982.63	(15,857.63)	16,800.00	(3,675.00)	
2021	Chrysler	Grand Caravan SXT	Used	2C4RC1ZG6MR559116	86049	2025-04-25	17,640.00	35,339.98	(17,699.98)	25,200.00	(7,560.00)	
2021	Kia	Forte EX	Used	3KPF54AD8ME293308	84789	2025-04-25	6,825.00	24,492.59	(17,667.59)	13,650.00	(6,825.00)	
2021	Kia	Forte EX	Used	3KPF54AD6ME281187	86009	2025-04-25	6,825.00	24,509.77	(17,684.77)	13,650.00	(6,825.00)	
2021	Kia	Forte EX	Used	3KPF54AD1ME281050	91093	2025-04-25	6,825.00	25,186.58	(18,361.58)	13,650.00	(6,825.00)	
2022	Jeep	Wrangler Unlimited Sahara Altitude	Used	1C4HJXEN7NW278797	57202	2025-04-25	32,550.00	50,113.93	(17,563.93)	37,800.00	(5,250.00)	
2022	Mercedes Benz	GLC 300	Used	W1N0G8EB9NV332106	57623	2025-04-25	28,350.00	39,970.28	(11,620.28)	34,125.00	(5,775.00)	
2021	Dodge	Ram 1500 Classic Express	Used	1C6RR7FG2MS592948	92095	2025-04-25	18,900.00	35,969.90	(17,069.90)	32,550.00	(13,650.00)	
2022	Kia	Seltos EX	Used	KNDEUCA6N7326774	120805	2025-04-25	12,600.00	21,678.07	(9,078.07)	18,060.00	(5,460.00)	
2023	Dodge	Durango SXT Plus	Used	1C4RDJAG7PC619099	20711	2025-04-25	33,600.00	49,761.94	(16,161.94)	38,850.00	(5,250.00)	
2020	Ford	F-150 XLT	Used	1FTEW1EP0LFB24156	128885	2025-04-25	17,850.00	26,920.88	(9,070.88)	24,675.00	(6,825.00)	
2024	Dodge	Hornet R/T	Used	ZACPDFCW8R3A12658	2624	2025-04-25	46,200.00	46,452.25	(252.25)	39,900.00	6,300.00	
2020	Mitsubishi	RVR ES	Used	JA4AH3AU2LU600459	83756	2025-04-25	10,500.00	19,685.72	(9,185.72)	15,540.00	(5,040.00)	
2019	Dodge	Ram 1500 Classic Express	Used	1C6RR7KT9KS644396	82555	2025-04-25	18,900.00	36,197.11	(17,297.11)	29,925.00	(11,025.00)	
2023	Dodge	Ram 1500 Classic Tradesman	Used	1C6RR7KT6PS591020	29950	2025-04-25	29,400.00	44,606.27	(15,206.27)	32,550.00	(3,150.00)	
2020	Jeep	Wrangler Unlimited Sahara	Used	1C4HJXENXLW108205	83670	2025-04-25	22,575.00	39,043.26	(16,468.26)	28,691.25	(6,116.25)	
2017	Dodge	Ram 1500 ST	Used	3C6RR7KT8HG769468	178127	2025-04-25	7,875.00	18,223.81	(10,348.81)	14,700.00	(6,825.00)	
2022	Dodge	Ram 1500 Laramie	Used	1C6SRFJM0NN315059	62054	2025-04-25	42,000.00	58,163.60	(16,163.60)	47,145.00	(5,145.00)	
2024	Jeep	Grand Cherokee L	Used	1C4RJKDG4R8930411	34441	2025-04-25	47,250.00	58,269.75	(11,019.75)	47,250.00	-	
2021	Jeep	Wrangler Unlimited Sport	Used	1C4HJXDG8MW732055	59001	2025-04-25	23,100.00	35,292.66	(12,192.66)	27,615.00	(4,515.00)	
2017	Jeep	Wrangler Unlimited Sahara	Used	1C4BJWEG7HL590688	176138	2025-04-25	11,025.00	27,783.54	(16,758.54)	15,750.00	(4,725.00)	
2017	Chevrolet	Silverado 1500 LS	Used	3GCUKNEC5HG293140	140001	2025-06-01	11,550.00	48,076.63	(36,526.63)	14,280.00	(2,730.00)	
2023	Jeep	Wrangler	New	1C4GJXAN7PW676449	946	2025-08-11	33,600.00	56,256.00	(22,656.00)	45,150.00	(11,550.00)	
2024	Jeep	Wrangler Sport	New	1C4PJXAGXRW328892	36	2025-08-11	34,650.00	49,955.45	(15,305.45)	39,900.00	(5,250.00)	
2024	Jeep	Wrangler Rubicon	New	1C4PJXCG0RW197825	58	2025-08-11	47,250.00	71,766.28	(24,516.28)	57,750.00	(10,500.00)	
2024	Jeep	Wrangler Sahara	New	1C4PJXEG3RW309773	310	2025-08-11	45,150.00	66,954.08	(21,804.08)	54,600.00	(9,450.00)	
2024	Jeep	Grand Cherokee Altitude	New	1C4RJHAG0RC151074	18	2025-08-11	44,100.00	60,962.09	(16,862.09)	46,200.00	(2,100.00)	
2024	Jeep	Grand Cherokee Altitude	DEMO	1C4RJHAG2RC151075	25520	2025-08-11	44,100.00	59,705.92	(15,605.92)	42,000.00	2,100.00	
2024	Jeep	Wrangler 4XE Willys	New	1C4RJXN66RW120888	20	2025-08-11	33,600.00	57,722.12	(24,122.12)	57,750.00	(24,150.00)	
2024	Jeep	Wrangler 4XE Rubicon	New	1C4RJXR65RW193597	397	2025-08-11	50,400.00	80,943.53	(30,543.53)	61,950.00	(11,550.00)	
2024	Dodge	Ram 1500 Tradesman	Used	1C6RRFCG7RN135525	15301	2025-08-11	45,150.00	57,443.59	(12,293.59)	45,675.00	(525.00)	
2023	Dodge	Ram 1500 Big Horn	DEMO	1C6SRFBT6PN701297	9780	2025-08-11	36,750.00	50,470.82	(13,720.82)	48,405.00	(11,655.00)	
2024	Dodge	Ram 1500 Tradesman	Used	1C6SRFGT2RN153133	2000	2025-08-11	45,150.00	57,861.04	(12,711.04)	45,675.00	(525.00)	
2024	Dodge	Ram 1500 Larmie	New	1C6SRFJT6RN102002	20	2025-08-11	60,900.00	74,815.70	(13,915.70)	67,200.00	(6,300.00)	
2024	Dodge	Hornet GT	New	ZACNDFAN0R3A31755	61	2025-08-11	25,200.00	48,135.82	(22,935.82)	39,900.00	(14,700.00)	
2024	Dodge	Hornet GT	New	ZACNDFAN4R3A25148	281	2025-08-11	25,200.00	41,571.52	(16,371.52)	35,700.00	(10,500.00)	
2024	Dodge	Hornet GT	DEMO	ZACNDFAN8R3A41501	7987	2025-08-11	25,200.00	46,347.00	(21,147.00)	39,900.00	(14,700.00)	
2024	Dodge	Hornet GT	New	ZACNDFAN9R3A32709	23	2025-08-11	25,200.00	49,638.93	(24,438.93)	39,900.00	(14,700.00)	
2024	Dodge	Hornet	New	ZACPDFCW2R3A11800	20	2025-08-11	26,250.00	60,430.65	(34,180.65)	39,900.00	(13,650.00)	

2024	Dodge	Hornet R/T	New	ZACPDFCW6R3A18720	27	2025-08-11	25,200.00	61,530.01	(36,330.01)	39,900.00	(14,700.00)
2024	Chrysler	Pacifica Hybrid	New	2C4RC1S71RR178209	801	2025-08-11	45,150.00	74,506.12	(29,356.12)	56,700.00	(11,550.00)
2024	Dodge	Ram 1500 Tradesman	New	1C6SRFGT4RN227748	20	2025-08-11	45,150.00	67,333.35	(22,183.35)	50,400.00	(5,250.00)
Total							\$ 1,445,640.00	\$ 2,384,342.53	\$ (938,702.53)	\$ 1,817,156.25	\$ (371,516.25)

Payments History

2025-04-03	(40,950.00)
2025-05-14	(274,575.00)
2025-05-16	(113,715.00)
2025-08-22	(191,100.00)
2025-08-27	(297,150.00)
2025-09-03	(153,300.00)

Total Payments \$ (1,070,790.00)

Outstanding Balance \$ 374,850.00

Total Loss on Sale of the Asset on the date of the Sale \$ 371,516.25

Total Outstanding Balance \$ 746,366.25

Note 1 - The sale price reflects the gross consideration received per PBS records, inclusive of GST.

Note 2 - Estimated FMV represents the wholesale market value of each vehicle as of February 2026, as determined by a third-party automotive industry consultant retained by Monitor to assist in the CCAA proceedings. The valuation was derived using industry benchmarking, comparable transaction data, and prevailing market conditions. Given that the subject transactions occurred between March and August 2025, the February 2026 benchmark values were conservatively adjusted upward by 5% to approximate market conditions (accounted for depreciation) at the respective dates of sale. The 5% adjustment was applied uniformly as a temporal normalization to avoid overstating potential undervalue.

Note 3 - Represents the difference between the adjusted estimated FMV at the time of sale and the actual sale price received.

ENCLOSURE TWO

Subject: FW: Affidavit of Martin Hausner
Attachments: 2501-13057-2026-01-22-Affidavit.pdf

From: Ahmed Jomha <ahmed.jomha@jomhalaw.com>
Sent: Thursday, January 22, 2026 5:51 PM
To: Reid, James <jwreid@millერთhompson.com>
Cc: Lionel Robins <lionel@fcas.ca>; Maiya Tarrabain <reception@jomhalaw.com>
Subject: [**EXT**] Affidavit of Martin Hausner

Hi James,

I hope you are doing well.

I have read the affidavit of Mr. Hausner and I must advise that the statements made by him as they relate to me are not correct. I have never spoken to Mr. Hausner, nor have I ever drafted or reviewed documentation of any agreement in relation to Loan Bank or Mr. Housner. My only correspondence was with Loan Bank's counsel, in which it was agreed that upon receipt of \$500,000 by LinQ Law they would provide me with a discharge of their registration at Land Titles. The following is the email which I relied upon as their undertaking.

AJ

From: Romy Badesha <rbadesha@linqlaw.ca>
Sent: Friday, December 19, 2025 10:39 AM
To: Ahmed Jomha <ahmed.jomha@jomhalaw.com>
Cc: Soni Nayak <snayak@linqlaw.ca>
Subject: RE: Payout of Loan Store loan by Mike Koch

Hello Mr. Jomha,

We will discharge the Caveat upon receiving the funds from your office.

Should you have any further questions or concerns, please do not hesitate to contact our office.

Best Regards,

ROMY BADESHA, SENIOR PARALEGAL

Tel: 780-250-6666 / 780-434-5870

Fax: 780-756-8008

Email: rbadesha@linqlaw.ca





Ahmed (AJ) Jomha
Partner

Phone: 780-424-0688

Fax : 780-424-0695

Email: ahmed.jomha@jomhalaw.com

www.jomhalaw.com

[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspectes.

ENCLOSURE THREE



MILLER THOMSON LLP
525 – 8TH AVENUE S.W., 43RD FLOOR
EIGHTH AVENUE PLACE EAST
CALGARY, AB T2P 1G1
CANADA

T 403.298.2400
F 403.262.0007

MILLERTHOMSON.COM

February 2, 2026

VIA EMAIL

snayak@linqlaw.ca

James W. Reid

Direct Line: +1 403.298.2418

jwreid@millerthomson.com

File No. 0262720.0004

LinQ Law
#308, 10328 81 Avenue NW
Edmonton, AB T6E 1X2

Attention: Soni Nayak

Re: ***In the Matter of the Compromise or Arrangement of the Summit Auto Group
Court of King's Bench of Alberta Court Action Number 2501-13057***

Dear Madam:

We are counsel to BDO Canada Limited, the Court-appointed monitor (the “**Monitor**”) of, among others, 2412170 Alberta Ltd. and 2416326 Alberta Ltd., together operating as Westcastle Chevrolet Buick GMC (“**Westcastle GMC**”).

We write further to the alleged claims made by the Loan Store and 1292709 Alberta Ltd. (collectively, the “**Loan Store**”) against Westcastle GMC.

Pursuant to the Order of Justice M.H. Bourque granted on November 13, 2025, the Monitor is entitled to review among other documents, financial records, and record and documents, as it relates to Westcastle GMC.

Additionally, pursuant to paragraph 6 of the Order of Justice B.B. Johnston granted on January 22, 2026, the Loan Store is directed to provide the Monitor, within three (3) days of the Order, with a list of all the Vehicles in their possession, ones that have been sold, and location of any proceeds of sale, with supporting documents. Please have the Loan Store send this information forthwith.

In addition to the Court Ordered information, in order for the Monitor to complete its review as to the validity and enforceability of the Loan Store claim against Westcastle GMC, the Monitor requires the following information:

- 1) Loan Agreements;
- 2) Security Documents;
- 3) Bank records indicating the advance of funds to the Westcastle GMC businesses; and
- 4) Correspondences with the principals of Westcastle GMC regarding the loans.

We request that you provide the Monitor and its counsel with the requested information as soon as possible. The Monitor reserves the right to come back with further document requests as may be needed.

We look forward to the receipt of the requested documents.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read 'James W. Reid', is centered below the 'Per:' text.

James W. Reid
JR/mc

c: *S. Mulrain & P. Takhar (Firm)*
C. Lonergan & H. Yin (BDO Canada Limited)



From: Reid, James
Sent: Monday, February 9, 2026 1:29 PM
To: Soni Nayak
Cc: Mulrain, Stephen; Takhar, Pavin; Lonergan, Clark; Yin, Heron
Subject: RE: In the Matter of the Compromise or Arrangement of the Summit Auto Group - Court of King's Bench of Alberta Court Action Number 2501-13057 [MTDMS-LEGAL.FID13612407]
Attachments: LT to LinQ Law, dated February 2, 2026.pdf

Hi Soni,

We are following up to get a status update from the Loan Store on our attached documents request.

Sincerely,

JAMES W. REID
Partner

MILLER THOMSON LLP
525-8th Avenue S.W., 43rd Floor
Eighth Avenue Place East
Calgary, Alberta | T2P 1G1
T +1 403.298.2418
C +1 403.669.1930
jwreid@millerthomson.com

Providing services on behalf of a Professional Corporation



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From: Ceko, Marica <mceko@millerthomson.com>
Sent: Monday, February 2, 2026 9:11 AM
To: Soni Nayak <snayak@linqlaw.ca>
Cc: Reid, James <jwreid@millerthomson.com>; Mulrain, Stephen <smulrain@millerthomson.com>; Takhar, Pavin <ptakhar@millerthomson.com>; Lonergan, Clark <clonergan@bdo.ca>; Yin, Heron <hyin@bdo.ca>
Subject: In the Matter of the Compromise or Arrangement of the Summit Auto Group - Court of King's Bench of Alberta Court Action Number 2501-13057 [MTDMS-LEGAL.FID13612407]

Good Morning,

Further to the above-noted matter, please find attached correspondence on behalf of Mr. Reid.

Best,

ENCLOSURE FOUR

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

261076076

ORDER NUMBER: 56761607

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

AGAC¹³⁸

Caveat Forbidding Registration

Form 26
Land Titles Act
Sections 130

Take notice that I (We), 1292709 Alberta Ltd. of o/a The Loan Store, the caveator(s),

claim
an equitable charge for arrears of principal in the amount of \$1,900,000

pursuant to
a secured loan agreement dated April 3, 2023, and a personal guarantee dated April 3, 2023

in the land(s) described as follows:

Lot 6
Block 4
Plan 9311234

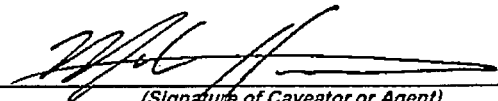
municipally known as 1100 Waterton Avenue, Pincher Creek, Alberta, T0K 1W0

standing in the register in the name(s) of
2416326 Alberta Ltd.

and I (we) forbid the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the certificate of title is expressed to be subject to my claim.

I designate the following address as the place at which notices and proceedings relating hereto may be served:
5540 184 A Street NW
Edmonton, Alberta
T6M1Y5

In witness whereof, I have hereunto subscribed my name this March 9, 2026



(Signature of Caveator or Agent)

(Signature of Caveator or Agent)

Affidavit in Support of Caveat

Form 27
Land Titles Act
Sections 131

I, Martin Hausner

make oath and say:

1. I am the within named caveator (or agent for the caveator).

2. I believe that I have (or the caveator has) a good and valid claim on the land (mortgage or encumbrance), and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with it.

SWORN before me at Edmonton
in the Province of Alberta
this 9 day of March, 2020

[Signature]

[Signature]
(Signature of Caveator or Agent)

(Print or Stamp Name of Commissioner)

(Expiry Date of Commission or Office)

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



261076076

261076076 REGISTERED 2026 03 10
CAVE - CAVEAT
DOC 1 OF 1 DRR#: G00DJ28 ADR/CALSIMON
LINC/S: 0025170903

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ENCLOSURE FIVE

Clerk's Stamp:

COURT FILE NUMBER 2501-13057
 COURT COURT OF KING'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY
 PLAINTIFF IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c C-36, as amended.

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

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT DENTONS CANADA LLP
 15th Floor, Bankers Court
 850-2nd Street SW, Calgary, Alberta T2P 0R8

Attn: John Regush

Telephone: (403) 268-7086
 Facsimile: (403) 268-3100

File Number: 127469-1820

AFFIDAVIT OF AMANDA BEZNER

Sworn on January 8, 2026

I, Amanda Bezner, of the City of Toronto, in the Province of Ontario, **SWEAR AND SAY THAT:**

- I am a Senior Manager for The Toronto-Dominion Bank (“**TD**” or the “**Bank**”) in the Special Account Management group, creditor of 2412170 Alberta Ltd. operating as Westcastle Chevrolet Buick GMC (“**Westcastle**”) and 2416326 Alberta Ltd. (“**2416 AB**”, collectively with Westcastle the “**Debtors**”) and, as such, have personal knowledge of the matters hereinafter deposed to, except where stated to be based upon information and belief. Where that knowledge is based on information or belief, I have stated the source of that information and verily believe it to be true.

2. I have reviewed business records of TD relevant to the application and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit on behalf of TD.
3. This affidavit is sworn in support of an Order for distribution of funds of the Debtors to TD.

The Debtors

4. The Debtors were involved in the operation of an automobile dealership in Pincher Creek, Alberta, operating as and known as Westcastle Chevrolet Buick GMC. More particularly, Westcastle was the operating entity for the dealership and 2416 AB owned real estate used for the operations of the dealership. The Bank extended credit to the Debtors, as detailed below.
5. A copy of an Alberta Corporate Registration System Corporate/Non-Profit Search for Westcastle is attached as **Exhibit "1"**.
6. A copy of an Alberta Corporate Registration System Corporate/Non-Profit Search for 2416 AB is attached as attached as **Exhibit "2"**.

Credit Facilities provided to the Debtors by TD and Related Security

7. TD extended credit facilities to the Debtors pursuant to an Automotive Lending Agreement, dated July 5, 2022, amended by amending agreements dated September 13, 2022, October 13, 2022, July 26, 2023, July 25, 2024 and June 2, 2025 (as amended, the "**Loan Agreement**"). Copies of the Automotive Lending Agreement and amendments are attached as **Exhibit "3"**.
8. The Loan Agreement makes available:
 - (a) to Westcastle as borrower:
 - (i) a demand operating line facility in the amount of \$500,000, with interest accruing on prime rate based loans at TD's prime rate of interest plus 0.500% per annum;
 - (ii) a demand floor plan facility in the amount of \$4,500,000, with interest accruing on prime rate based loans at TD's prime rate of interest minus 0.50% per annum, plus an additional bulge limit; and
 - (iii) ancillary facilities in the amount of \$70,000, with various interest rates as stipulated in the Loan Agreement (collectively, the "**Westcastle Facilities**"); and
 - (b) to 2416 AB as borrower:
 - (i) a reducing term loan facility in the amount of \$2,175,000, with interest accruing on prime rate based loans at TD's prime rate of interest plus 0.250% per annum;

- (ii) a reducing term loan facility in the amount of \$205,000, with interest accruing on prime rate based loans at TD's prime rate of interest plus 1.000% per annum; and
 - (iii) a reducing term loan facility in the amount of \$500,000, with interest accruing on prime rate based loans at TD's prime rate of interest plus 1.000% per annum (collectively, the "**2416 AB Facilities**" and together with the Westcastle Facilities, the "**Facilities**" and each a "**Facility**").
9. TD advanced funds to the Debtors from time to time pursuant to the Facilities.
10. Each of the Debtors guaranteed the obligations of the other to TD. More particularly:
- (a) Westcastle provided TD with an unlimited guarantee of all debts and liabilities of 2416 AB to TD, including interest and costs on a solicitor and own client basis, pursuant to a Guarantee dated July 26, 2022 (the "**Westcastle Guarantee**"); and
 - (b) 2416 AB provided TD an unlimited guarantee of all debts and liabilities of Westcastle to TD, including interest and costs on a solicitor and own client basis, pursuant to a Guarantee dated July 26, 2022 (the "**2416 AB Guarantee**").

Copies of the Westcastle Guarantee and 2416 AB Guarantee (collectively, the "**Guarantees**") are attached as **Exhibit "4"** and **Exhibit "5"**, respectively.

11. The Debtors granted security to TD including but not limited to the following (collectively, the "**Debtor Security**"):
- (a) a security interest in all of Westcastle's present and after-acquired personal and real property pursuant to a General Security Agreement dated July 26, 2022, a copy of which is attached as **Exhibit "6"**;
 - (b) a security interest in all of 2416 AB's present and after-acquired personal and real property pursuant to a General Security Agreement dated July 26, 2022, a copy of which is attached as **Exhibit "7"**;
 - (c) a mortgage dated July 26, 2022 (the "**Mortgage**") granted by 2416 AB in favour of TD in the principal amount of \$2,900,000, charging the lands legally described as:

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

(the “**Lot 6**”)

A copy of the Mortgage is attached as **Exhibit “8”**;

- (d) an assignment of rents and leases, dated July 26, 2022, granted by 2416 AB in favour of TD in respect of Lot 6, a copy of which is attached as **Exhibit “9”**; and
 - (e) a landlord’s waiver, dated July 26, 2022, granted by 2416 AB as landlord to Westcastle, a copy of which is attached as **Exhibit “10”**.
- 12. Various postponement and assignments of claims against the Debtors were also granted in favour of TD by other parties.
 - 13. Copies of searches of the Alberta Personal Property Registry made in the name of Westcastle and 2416 AB are attached as **Exhibit “11”** and **Exhibit “12”**, respectively.
 - 14. A copy of a certificate of title in respect of Lot 6 is attached as **Exhibit “13”**.
 - 15. A copy of a certificate of title in respect of the property legally described as Plan 9311234 Block 4 Lot 5 excepting thereout all mines and minerals is attached as **Exhibit “14”**.

Other Claims against the Debtors

(a) Blake Tibbo / Great North Auto and Financing

- 16. I am aware that Blake Tibbo / Great North Auto and Financing (collectively “**Great North**”) asserts a claim against Westcastle.
- 17. Attached as **Exhibit “15”** is a copy of a Shareholder Loan & Equity Agreement, which was provided to TD’s financial advisor FTI Consulting Canada, Inc. by Don Liddell on October 29, 2025.

(b) The Loan Store

- 18. I am aware that “The Loan Store” (“**The Loan Store**”) asserts a claim against Westcastle and 2416 AB.
- 19. I have only become aware of this asserted claim recently. Prior to December 16, 2025, I was not aware that The Loan Store asserted any claim against either of the Debtors.

20. I understand that my counsel requested documentation concerning the alleged claims of The Loan Store and was provided with a Loan Agreement dated April 3, 2023 by counsel to Westcastle, a copy of which is attached as **Exhibit "16"**.
21. A copy of an Alberta Trade Name / Partnership Search for "The Loan Store" and a Corporate Registration System Corporate/Non-Profit Search for "1292709 Alberta Ltd." are attached as **Exhibit "17"**.

Indebtedness owing to TD

22. TD issued demands and Notices of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* on the Debtors by correspondence dated September 12, 2025. A copy of this correspondence is attached as **Exhibit "18"**.
23. As of January 8, 2026, the Debtors are indebted to TD in the amount of \$7,791,547.24. This amount, plus all outstanding and further accruing interest, fees and costs (including legal costs on a solicitor and its own client basis up to the payout date and to address the Claim Reserve) are collectively referred to as the "**Indebtedness**".
24. Presently, certain amounts have been paid to TD by GM and Royal Bank of Canada ("**RBC**"), who I understand financed a transaction concerning a sale of the Debtors' assets, including:
 - (a) \$310,595 received from RBC;
 - (b) \$2,966,956.65 received from GM; and
 - (c) \$164,013.15 received from GM.
25. TD has not applied these amounts against the Indebtedness, pending obtaining further clarity on the status of the closing of the transaction concerning the Debtors' assets.
26. I understand that that the Monitor in these proceedings is seeking an Order that would approve a distribution to TD in an amount sufficient to repay the Indebtedness and in an amount sufficient to establish a Claim Reserve to address potential claims to those funds.
27. I verily believe that it will be necessary for TD to engage legal counsel, and possibly other professional advisors, to address all matters associated with the Claim Reserve.

28. I verily believe that it is fair and reasonable to set aside the amount of \$50,000.00 as part of the repayment of the Indebtedness to address these potential future costs and expenses relating to the Claim Reserve.

SWORN by video conference by Amanda)
Bezner of the City of Toronto in the Province of)
Ontario, before me at the City of Toronto in the)
Province of Ontario on January 8, 2026 in)
accordance with O. Reg. 432/20, Administering)
Oath or Declaration Remotely.)

DocuSigned by:
Sarah Lam
718DC5FB63604ED...

Commissioner for Taking Affidavits in the
Province of Ontario
Sarah Lam (LSO #87304S)

Signed by:
Amanda Bezner
8CB3EC0DD99F48B...

Amanda Bezner

Appendix “N” – Correspondence,dated May 5, 2026

OUR FILE: 73948.1

May 5, 2026

YOUR FILE:

REPLY TO:

VIA EMAIL: jwreid@millerthomson.com

VIA EMAIL: ptakhar@millerthomson.com

SUSY TRACE

DIRECT LINE: (780) 429-6246

DIRECT FAX: (780) 429-4453

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Miller Thomson LLP
Eighth Avenue Place East
43rd Floor, 525 8th Avenue S.W.
Calgary AB T2P 1G1

2800 STANTEC TOWER
10220 103 AVENUE
EDMONTON AB T5J 0K4
FACSIMILE (780) 429-4453
TELEPHONE (780) 421-1818

Attention: James W. Reid and Pavin Takhar

Dear Sir and Madam:

Re: In the Matter of the Compromise or Arrangement of the Summit Auto Group Court of King's Bench of Alberta Court Action Number 2501-13057 Response to the Monitor's Correspondence of April 30, 2026

As you are aware, we are counsel to The Loan Store (1292709 Alberta Ltd.) ("The Loan Store" or our "client"). We write in response to your letter of April 30, 2026.

This letter addresses each of the issues raised in your correspondence and sets out our client's position on the matters in dispute. We address each issue in turn below.

Issue 1 – The Loan Store's Claim and the Monitor's Failure to Engage

The Loan Store's Claim

The Loan Store is a material creditor of 2412170 Alberta Ltd. ("**Westcastle Dealership**") and 2416326 Alberta Ltd. ("**Westcastle RealCo**", and together, the "**Westcastle GMC Entities**"). Pursuant to a loan agreement dated April 3, 2023, The Loan Store advanced a total of \$1,900,000, in cash, to the Westcastle GMC Entities and Mr. Michael Koch in multiple tranches over the period from April 3, 2023, to November 26, 2024. The loan agreement provides for a maximum aggregate principal amount of \$1,900,000, with interest payable at the rate of 35% *per annum* until April 30, 2025 and at the rate of 39% thereafter. As security for the loan, The Loan Store was granted a security interest over the Westcastle Chevrolet premises at 1100 Waterton Avenue, Pincher Creek, Alberta — the land and building (the "**Westcastle Lands**"). The amount outstanding to The Loan as December 19, 2025 was \$2,750,755.00.

The Loan Store is, accordingly, a substantial and material creditor of the Westcastle GMC Entities with a proprietary interest in the Westcastle Lands.

We understand that the Monitor is already in possession of copies of the loan agreement and the borrower's acknowledgement of funds advanced, which were meant to record each advance and the identity of the person retrieving the advances on behalf of the Westcastle GMC Entities. Should the Monitor require any additional information or documentation in respect of The Loan Store's claim, please do not hesitate to contact our office.

The Monitor's Failure to Engage with The Loan Store

We note the Monitor's position, set out in your letter of April 30, 2026, that The Loan Store was "an unknown stakeholder in Westcastle GMC prior to December 19, 2025". We firmly reject this characterization.

The Fourth Report of the Monitor, at paragraph 28. a) acknowledges that the Loan Store credit agreement "was only disclosed to the Monitor during a phone call with Mr. Koch's insolvency counsel on or around December 15, 2025". It follows that, from at latest December 15, 2025, the Monitor and the CRO were aware of The Loan Store's claim. Notwithstanding this knowledge, the Monitor took no steps to contact The Loan Store or its counsel in the critical period between December 15, 2025, and January 7, 2026 — a period during which the Monitor was coordinating with BMO and TD Bank, scheduling an expedited application, and preparing materials to bring the Westcastle GMC Entities into the CCAA proceedings and obtain a sale and vesting order.

We note the following facts which render the Monitor's failure to engage with our client particularly concerning:

First, the Monitor and the CRO had Mr. Hausner's contact information. The Monitor's own service list identifies "Edmonton Car Sales, Attn: Martin Hausner" as a potential purchaser for Western Sports Products, served by email at c.a.rentals@hotmail.com and martin@edmontoncarsales.com. Separately, The Loan Store (1292709 Alberta Ltd.) also appears on the service list, with the contact person listed as "Martin Hausner" at info@theloanstore.ca. We note that info@theloanstore.ca is an email that appears on The Loan Store's website and is used by it for generic customer inquiries, not legal matters.

It should have been readily apparent to the Monitor that the same individual — Mr. Hausner — was the directing mind and management of both Edmonton Car Sales and The Loan Store, and that he was actively engaged in the Summit Auto Group proceedings, as a potential purchaser. The CRO had been in direct telephone communications with Mr. Hausner regarding Edmonton Car Sales' interest in purchasing assets from other Summit Group debtors, and thus had a working relationship with Mr. Hausner and knowledge of his involvement in the proceedings.

Second, the Monitor was in contact with Mr. Ahmed Jomha of Jomha Skrobot LLP, counsel to the Westcastle GMC Entities who negotiated the deal between the Westcastle GMC Entities and The Loan Store (with The Loan Store's then-counsel, Linq Law). The Monitor could readily have obtained The Loan Store's legal counsel's contact information from Mr. Jomha.

Third, instead of contacting The Loan Store, the Monitor coordinated with BMO (which is not a creditor of the Westcastle GMC Entities) and TD Bank, and sent an email to our client on January 5, 2026 —with its application materials to pull the Westcastle GMC Entities into the CCAA Proceedings, and for a Sale and Vesting Order, approving the sale of the Westcastle dealership and Westcastle Lands, but excluding our client's role in this transaction. Our client, having received emails from the Monitor in the context of being a potential purchaser in the broader Summit Auto Group proceedings, and not expecting an email of this significance to its generic email used for customer inquiries, had no reason to understand the significance of that email or that its proprietary interests in the Westcastle Lands were at risk, and to expect it to unilaterally appreciate this significance in one day is not reasonable.

Fourth, the Monitor's materials filed in support of the January 7 application made no mention of the negotiated arrangement between The Loan Store and the Westcastle GMC Entities. The CRO's Second Report, appended as Appendix "H" to the Fourth Report of the Monitor, characterizes the vehicle transfers as having been made "for little or no consideration". This conclusion is factually incorrect and, respectfully, appears to have been drawn without the benefit of any inquiry with The Loan Store or its counsel. The vehicles were transferred to The Loan Store in partial satisfaction of the outstanding debt owed by the Westcastle GMC Entities, pursuant to a negotiated arrangement intended to facilitate the closing of the Westcastle transaction. The Westcastle Dealership Sale Agreement itself provides that the sale of used vehicles was to be "negotiated on a case-by-case basis between the Purchaser and the Vendor" and that if a value could not be agreed upon, "the Vendor will retain ownership of the vehicle". The vehicles transferred to The Loan Store were precisely those that the Westcastle Dealership Purchaser did not wish to acquire. Their transfer to The Loan Store served a dual purpose: it partially satisfied the Companies' indebtedness to The Loan Store under the Loan Agreement, and it facilitated the closing of the sale to the Westcastle Dealership Purchaser, which wished to take ownership of the dealership premises free of vehicles it had not agreed to purchase.

Fifth, we have reviewed the transcripts of the hearings before Justice Simard on January 7 and January 9, 2026. At neither hearing did the Monitor make any reference to The Loan Store's claims or its proprietary interest in the Westcastle Lands, which one would expect a court officer to have done.

The steps needed to identify and engage with The Loan Store, or its counsel were straightforward and should have been taken. A simple telephone call to Mr. Hausner, or an email to Mr. Jomha requesting The Loan Store's counsel's details, would have been sufficient. The failure to do so resulted in a sale and vesting order being obtained without any input from The Loan Store — a material creditor with a proprietary interest in the very assets being vested.

We remind the Monitor of its statutory and equitable obligation to act with an even hand among all creditors and to refrain from taking steps that advantage one creditor to the detriment of another. In our respectful submission, the Monitor's coordinated efforts with BMO and TD Bank, to the exclusion of The Loan Store, fall short of this standard.

Issue 2 – Appeal of the Vesting Order

The Loan Store does not intend to appeal the Sale and Vesting Order granted by Justice Simard on January 7, 2026, as amended by the Amended and Restated Order of January 9, 2026. We will be applying to vary paragraphs 8 & 9 of the Amended and Restated Order in respect of the Administration Charge and the Borrowing Charge.

However, The Loan Store does not accept that it received adequate notice of the application made in support of these Orders. The Affidavit of Service records that service on The Loan Store was completed by email to info@theloanstore.ca on January 5, 2026. A single email sent on the eve of an application — to a party that had no reason to understand the import of correspondence from the Monitor in the context of being a potential bidder — does not constitute adequate notice for an application of such material and detrimental consequence to our client's proprietary interests.

We note Ms. Takhar's previous assertion that The Loan Store "did participate in" the adjourned application of January 9, 2026. We have reviewed the transcript of that hearing, which records appearances by counsel for BDO, the Summit companies, Great North Auto, TD Bank / Dentons, and the Bank of Montreal — but no representative of The Loan Store. Therefore, it does not appear that the Loan Store participated in that hearing, though as we have previously requested, if the Monitor has additional context to this comment, we would be pleased to hear it.

While The Loan Store does not agree with the steps taken by the Monitor and BMO to obtain the Vesting Order, it acknowledges that an appeal at this stage is unlikely to succeed, given the intervening reliance of the Westcastle Dealership Purchaser.

The Loan Store expressly reserves all rights and remedies arising from the losses it has suffered as a result of the manner in which the Vesting Order and Initial Order was sought and obtained. This includes, without limitation, losses arising from the fact that alternate

security offered by Mr. Koch (namely a mortgage over his personal lands) failed to materialize and is now lost, as our client understands that the property has since been sold.

Issue 3 – Discharge of the Caveat

The Loan Store has agreed to discharge its caveat registered against title to the Westcastle Lands. We will have the executed discharge sent for registration this week.

However, we note the following for the record:

The caveat was originally submitted for registration prior to the closing of the Westcastle transactions. It was rejected by Land Titles and was subsequently amended and registered in March 2026. Had The Loan Store been properly notified of the Vesting Order and its legal effect at the time it was granted — which, as we have set out above, it was not — our client would not have incurred the expense of registering the caveat.

The Loan Store reserves its right to recover those wasted costs.

Issue 4 – The Westcastle GMC Vehicles

The Loan Store does not agree to return the vehicles. It is our client's position that the vehicles belong to The Loan Store, not the Westcastle GMC estate.

As set out in Issue 1 above, the transfer of vehicles to The Loan Store was an integral part of a negotiated settlement intended to facilitate the closing of the Westcastle transaction. The vehicles transferred were those that the Westcastle Dealership Purchaser did not wish to acquire. Their transfer served to partially satisfy the Companies' outstanding indebtedness to The Loan Store and to enable the Purchaser to take possession of the dealership premises free of unwanted vehicles. This arrangement was negotiated between legal counsel and was intended to benefit all stakeholders, including the Westcastle GMC Entities and the Purchaser.

The Monitor's Proposed Sale Terms

We have reviewed the Monitor's proposed sale terms set out in its correspondence of April 24, 2026, including the proposal to sell the vehicles via OpenLane. Our client does not agree to an auction of the vehicles. An auction will not maximize value for depreciating automotive assets of this nature. Instead, The Loan Store proposes the following terms:

- (a) The Monitor shall pay storage costs directly to the storage party currently housing all of the vehicles noted in our letter to you dated March 31, 2026. We note that

these costs would not have been incurred had the Monitor engaged with The Loan Store as a material stakeholder rather than moving to freeze the vehicles in January 2026.

- (b) The Monitor shall deliver to The Loan Store the three vehicles that were not physically delivered to it on December 19, 2025, though The Loan Store has their Bills of sale, being:
 - a. 2021 Ram 1500, last 6 digits of vin: 571444;
 - b. 2021 Ram 1500, last 6 digits of vin: 520406; and
 - c. 2026 GMC Canyon, last 6 digits of vin: 173013.
- (c) The vehicles shall be transported to Edmonton, inspected, and where economically warranted, repaired and sold to end customers. The Loan Store agrees that the Monitor may provide prior consent to any repairs.
- (d) The vehicles shall be advertised to the general public at retail market price. No sale shall proceed without the prior agreement of both the Monitor and The Loan Store, or further court order.
- (e) Net sale proceeds (after costs of sale, including any approved repair work and third-party commissions) shall be held by the Monitor in trust pending resolution between the parties or further court order. All costs must be pre-approved by the Monitor.

We respectfully observe that the Monitor's proposal to auction the vehicles through a wholesale process sits uneasily with the positions the Monitor and the CRO have taken elsewhere in these proceedings. Across the Second, Fourth, Fifth, and Sixth Reports, the Monitor and CRO have identified wholesale vehicle transactions as a central area of concern — concluding that cumulative losses exceeding \$1 million arose from vehicles being sold at prices significantly below fair market value, and that those transactions may suggest undisclosed revenue-sharing arrangements that benefited third parties at the expense of the Dealerships and BMO. The Sixth Report further identifies specific wholesale transactions between Loan Store and Squamish Chrysler, while asserting that vehicles were sold at below market value and that approximately \$746,366 is owing as a result. Having characterized wholesale transactions as a hallmark of the very misconduct under investigation, the Monitor now proposes that The Loan Store's own vehicles be disposed of through a wholesale auction on OpenLane — the very type of below-retail-value disposition that the Monitor's own reports have repeatedly criticized. The inconsistency in these positions is, with respect, difficult to reconcile, and underscores our client's concern that the proposed sale process will not maximize value for these assets.

Incurred Costs

The Loan Store incurred reconditioning costs in respect of two vehicles while they were being transported, and transportation costs on all vehicles received by The Loan Store prior to the Monitor obtaining the freezing order. The Loan Store expects those costs to be reimbursed. We will provide the Monitor with further information on this point at a later date.

Depreciation and Costs

We address the Monitor's assertion that The Loan Store's continued retention of the vehicles is causing depreciation and costs to the Westcastle GMC estate. We reject this characterization:

- (i) The vehicles do not belong to the Westcastle GMC estate — they belong to The Loan Store.
- (ii) The Loan Store has been compelled to keep the vehicles in storage by reason of the Monitor's own freezing order, obtained on January 22, 2026.
- (iii) Any depreciation is a direct consequence of the Monitor's own conduct in freezing the assets rather than engaging with The Loan Store.
- (iv) The Loan Store reserves the right to pursue the Monitor for any losses caused by the delay in its ability to realize upon the vehicles, including storage costs and depreciation.

Issue 5 – The Six Vehicles and the 2279148 Alberta Inc. Allegation

The CRO's Second Report, at Schedule "C", identifies twenty-six vehicles sold to "Loan Store," of which a number were sold to "227 AB" (2279148 Alberta Ltd.). The CRO characterizes 2279148 Alberta Ltd. ("227") as an entity "believed to be affiliated with 129 AB" (i.e., The Loan Store), though it provides no reasons supporting this conclusion.

The Loan Store has no affiliation with 227, received no Bills of Sales for these vehicles and does not have possession of them.

This allegation reinforces our broader concern that the Monitor and the CRO have drawn conclusions about The Loan Store — conclusions that have been made public in court reports, relied upon to seek court orders, and used as a basis for demands upon our client and our office — without ever speaking to our client or its counsel regarding whether this entity is a related party to The Loan Store or whether we act for this entity (which we do

not). A simple telephone call or email could have avoided this unfortunate characterization entirely.

Examination of the CRO

Separately from this letter, we have written to Mr. Lionel Robins of Full Circle Automotive Solutions Inc., the CRO, requesting that he voluntarily submit to examination under oath. A copy of that letter is enclosed herewith. We have significant concerns (some of which have been addressed in this letter) regarding the conclusions reached in the CRO's reports and the manner in which The Loan Store has been characterized in both the CRO's reports and the Monitor's reports filed in these proceedings. We reserve the right to examine the Monitor in future proceedings.

Issue 6 – The Claims Process

Cost/Benefit of Administering a Claims Process

According to the Westcastle GMC Receipts and Disbursements set out in the Sixth Report of the Monitor dated March 18, 2026, following the distribution to TD Bank and accounting for the Administration Charge (\$250,000), the Borrowing Charge (\$150,000), and the Disputed Funds Reserve (\$650,000) that our client claims an interest in, the Monitor is holding net funds of approximately \$1,188,729.70, of which, it asserts, approximately \$138,729 may be available for distribution to the remaining creditors of Westcastle GMC. Respectfully, the amounts available for realization do not justify the costs of a Claims Process.

The Loan Store's Position on the Claims Process

The Loan Store does not agree that its claim should be subject to a claims process. Our client asserts a proprietary interest in the Westcastle property on the following grounds:

1. Proprietary Interest in the Westcastle Lands

Our position is that at the time the Westcastle transaction closed and the Sale and Vesting Order was granted, The Loan Store held a valid and enforceable proprietary interest in the Westcastle Lands pursuant to the Loan Agreement and its security interest over the Westcastle Lands. The interest appeared on the land title search as a "pending registration," as evidenced by the Monitor's own sale and vesting order. Even if a pending registration is not considered registered for priority purposes, an unregistered interest in land is enforceable against all parties — it simply does not have priority over registered interests. This is a well-established principle of common law, unaffected by legislation in the manner that the *Personal Property Security Act* displaces unregistered security

interests as against a trustee in bankruptcy. Accordingly, The Loan Store's interest in the Westcastle Lands was a valid proprietary interest that should be treated as such.

2. Marshalling

To the extent that TD Bank was repaid using proceeds from the sale of the Westcastle Lands, The Loan Store has a marshalling argument. TD Bank was owed approximately \$7,829,495 and was repaid in full from the Westcastle GMC Sale Proceeds, which included proceeds from the sale of both the dealership operating assets and the Westcastle Lands (approximately \$3,751,474). TD Bank held security over both personal and real property of the Westcastle GMC Entities. Our position is that The Loan Store is entitled to marshal into TD Bank's position to the extent of the proceeds attributable to the sale of the Westcastle Lands — that is, to stand in TD Bank's shoes in respect of security over assets from which TD Bank was not required to recover.

3. Bona Fide Purchaser for Value of the Vehicles

The Loan Store is a bona fide purchaser for value of the vehicles in its possession. We acknowledge the Monitor's prior advice that its position is that the vehicle transfers could constitute a preference. However, our client's position is that the vehicles were transferred as part of a negotiated settlement that was an integral part of the Westcastle transaction. The Westcastle Dealership Purchaser did not want those vehicles — the Westcastle Dealership Sale Agreement expressly provides that used vehicles were to be negotiated on a case-by-case basis and that vehicles not agreed upon would be retained by the vendor. The Monitor clearly saw value in the transaction with the Westcastle Dealership Purchaser, having applied for and obtained a sale and vesting order in respect of that transaction. The vehicles needed to be dealt with in order for that sale to close on December 19, 2025. It is incongruous for the Monitor to support the Westcastle transaction in part, and challenge the very elements of the deal that permitted it to close in the first place.

The Claims Process Is Inappropriate in the Circumstances

It is unusual for a Monitor to require a creditor with a proprietary claim to go through the time and expense of a formal claims process. The Loan Store's claim is not a mere unsecured claim — it is a proprietary interest in the Westcastle Lands (secured by the Loan Agreement) and a proprietary interest in the vehicles (arising from their transfer pursuant to a negotiated settlement).

We note that the Monitor did not require TD Bank to undergo a claims process in these proceedings. TD Bank was paid out directly pursuant to the Amended and Restated Order of January 9, 2026, which authorized the Monitor to distribute the Westcastle GMC Net Proceeds to TD Bank and directed that such distribution be made free and clear of all

encumbrances. This was done following an independent legal opinion from Miller Thomson confirming the validity and enforceability of TD Bank's security. TD Bank is a secured creditor; so too is The Loan Store. The disparity in treatment is notable and underscores our concerns regarding the Monitor's failure to act with an even hand.

Request of the Monitor

In light of the foregoing, The Loan Store expressly requests that the Monitor:

- (a) Review and opine on The Loan Store's claim, including its proprietary interest in the Westcastle Lands (as set out at paragraph 1 above), its marshalling entitlement (as set out at paragraph 2 above), and its interest in the vehicles as a bona fide purchaser for value (as set out at paragraph 3 above);
- (b) If, upon review, the Monitor accepts The Loan Store's claim (in whole or in part), settle the claim directly with our client, subject to court approval — in the same manner as the Monitor settled TD Bank's secured claim — without requiring our client to incur the time and expense of a formal claims process; or
- (c) If the Monitor does not feel it is able to make a determination on any aspect of The Loan Store's claim, or concludes that it is invalid in whole or in part, consent to an application being brought before the Court for a judicial determination, with such procedural timelines as the parties may agree are reasonable for the conduct of examinations, the filing of materials, and the hearing of the matter.

Nothing in this letter shall constitute a waiver of any of The Loan Store's rights or remedies, all of which are expressly reserved.

We look forward to hearing from you.

Yours truly,

Ogilvie LLP

Per:



SUSY TRACE
ST/

cc: Client

OUR FILE: May 5, 2026

YOUR FILE:

REPLY TO:

SUSY TRACE

DIRECT LINE: (780) 429-6246
DIRECT FAX: (780) 429-4453

EMAIL: strace@ogilvie.com

2800 STANTEC TOWER
10220 103 AVENUE
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FACSIMILE (780) 429-4453
TELEPHONE (780) 421-1818

Full Circle Automotive Solutions Inc.
9805 – 106a Street
Grande Prairie AB T8V 8E9

Attention: Lionel Robins

Dear Sir:

**Re: In the Matter of the Compromise or Arrangement
of 2345137 Alberta Ltd., 2351497 Alberta Ltd., 2497902 Alberta Ltd., Summit S
Auto Ltd., Summit V Auto Ltd., MK Auto K-M Ltd., 2437342 Alberta
Ltd., 1972207 Alberta Ltd., 1175104 B.C Ltd., 1262113 B.C. Ltd., 1272986 B.C.
Ltd., 2412170 Alberta Ltd. and 2416326 Alberta Ltd.
Court of King's Bench of Alberta Court Action Number 2501 13057**

We are counsel to The Loan Store (1292709 Alberta Ltd.), a material creditor of 2412170 Alberta Ltd. ("**Westcastle Dealership**") and 2416326 Alberta Ltd. ("**Westcastle RealCo**", and together with Westcastle Dealership, the "**Westcastle GMC Entities**"), in the above-referenced proceedings under the Companies' Creditors Arrangement Act, RSC 1985, c C-36, as amended (the "**CCAA**").

The Loan Store advanced the sum of \$1,900,000.00 CAD to the Westcastle GMC Entities, with interest payable at the rate of 35% per annum, calculated yearly not in advance. The loan funds were advanced in tranches between April 3, 2023 and November 26, 2024, and the full principal amount of \$1,900,000.00 was drawn down over that period.

Accordingly, The Loan Store has a direct and substantial interest in the outcome of these CCAA proceedings as they relate to the Westcastle GMC Entities and their assets.

We understand that on December 19, 2025, you were appointed as a replacement director and officer of the Westcastle GMC Entities, allegedly replacing Mr. Michael Koch, in your capacity as a representative of Full Circle Automotive Solutions Inc., the Court-appointed Chief Restructuring Officer in the CCAA Proceedings. You have also signed two reports on behalf of the Chief Restructuring Officer which have been relied upon by the Monitor to obtain relief from the Court in these Proceedings. As such, you are a person whose evidence is relevant to matters at issue in these proceedings.

VIA EMAIL: lionel@fcas.ca
AND REGISTERED MAIL

The Loan Store has significant concerns regarding a number of matters arising from the CCAA proceedings. In particular, The Loan Store has concerns regarding, without limitation,:

- a) The conclusions reached in the reports of the Chief Restructuring Officer, Full Circle Automotive Solutions Inc., dated September 9, 2025 and January 4, 2026. The Loan Store takes the position that a number of the conclusions set out in those reports are inaccurate or incomplete and wishes to examine you regarding the factual basis upon which those conclusions were reached.
- b) The Monitor's failure to make any outreach whatsoever to The Loan Store in the period between December 19, 2025, when the Westcastle GMC Entities' transaction closed and you were allegedly appointed as replacement director, and January 7, 2026, when the Westcastle GMC Entities were brought into the CCAA proceedings and the Westcastle transaction was approved by the Court, with the exception of the part of the transaction relating to our client. The Loan Store wishes to examine you regarding your knowledge of and involvement in the decisions made during this critical period.
- c) The circumstances surrounding the negotiated arrangement between The Loan Store and the Westcastle GMC Entities, pursuant to which The Loan Store agreed to accept: (i) the transfer of used vehicles; (ii) the sum of \$500,000 from the sale proceeds, to be held in trust; and (iii) a mortgage over Mr. Koch's personal lands, in exchange for The Loan Store discharging its caveat over the Westcastle Lands and releasing its rights against the Westcastle GMC Entities. This arrangement was negotiated between legal counsel and was intended to facilitate the closing of the Westcastle transaction for the benefit of all stakeholders. The Loan Store wishes to examine you regarding your knowledge of this arrangement and the steps, if any, that were taken to learn about it and give effect to it following your appointment as director.
- d) The allegations set out in the Sixth Report of the Monitor dated March 18, 2026, at paragraphs 90–91, and in the correspondence from Miller Thomson LLP to the effect that an aggregate amount of approximately \$746,366.25 is owing by The Loan Store to 2437342 Alberta Ltd. ("**Squamish Chrysler**"), a debtor in these CCAA proceedings. The Monitor alleges that this amount comprises \$374,850 in accounts receivable arising from vehicle transactions between Squamish Chrysler and The Loan Store, together with \$371,516.25 representing the difference between the sale prices and market values of vehicles at the time of sale. The Monitor further alleges that this loss is "attributable to 129 Alberta's conduct as an active participant in the Transactions by virtue of its knowing receipt of property transferred to it in breach of trust and/or fiduciary duty by management of Squamish

Chrysler." The Loan Store disputes these characterisations and wishes to examine you regarding the factual basis for these allegations, the CRO's involvement in the review of these transactions, and the methodology employed in arriving at the claimed amounts.

- e) The references in the Monitor's reports and the CRO's reports to The Loan Store's alleged involvement in "unusual wholesale vehicle activity" with the broader Summit Auto Group dealerships beyond Squamish Chrysler and the Westcastle GMC Entities. The Loan Store notes that the Monitor has indicated it "continues to review transactions conducted with other dealerships and reserves the right to seek further amounts on behalf of the entities for which it is Monitor." The Loan Store wishes to examine you regarding the scope and status of any such ongoing review, and the factual basis for any further claims that may be advanced against The Loan Store in connection with vehicle transactions involving any of the debtors in these proceedings.

In light of the foregoing, we write to ask whether you will voluntarily submit to an examination under oath with respect to the matters outlined above.

If you are prepared to attend voluntarily, we ask that you advise us of your available dates at your earliest convenience. **We request that you provide a response to this letter no later than Friday, May 9, 2026.**

Please be advised that in the event we do not receive a satisfactory response from you by the date indicated above, The Loan Store intends to bring an application before the Court of King's Bench of Alberta in the CCAA Proceedings seeking an order permitting it to examine you under oath.

Should you have any questions or concerns regarding this letter or the proposed examination, we ask that you direct them to your legal counsel.

Yours truly,
Ogilvie LLP

Per:



SUSY TRACE
ST/

cc: Miller Thomson
Attention: James Reid and Pavin Takhar

cc: Client

Appendix “O” – Correspondence, dated May 6, 2026



MILLER THOMSON LLP
 525 – 8TH AVENUE S.W., 43RD FLOOR
 EIGHTH AVENUE PLACE EAST
 CALGARY, AB T2P 1G1
 CANADA

T 403.298.2400
 F 403.262.0007

MILLERTHOMSON.COM

May 6, 2026

VIA EMAIL

STrace@ogilvielaw.com

James W. Reid

Direct Line: +1 403.298.2418
 jwreid@millerthomson.com

File No. 0262720.0004

Ogilvie Law
 10220 – 103 Avenue
 Edmonton, AB T5J 0K4

Attention: Susy Trace

Dear Madam:

**Re: *In the Matter of the Compromise or Arrangement of the Summit Auto Group
 Court of King's Bench of Alberta Court Action Number 2501-13057
 Westcastle GMC Vehicles***

We are in receipt of your letter dated May 5, 2026, addressed to us as counsel to the Monitor, as well as the letter addressed to the Chief Restructuring Officer in this proceeding. To address the parties' respective positions as to how to deal with the vehicles transferred to The Loan Store on the eve of the transaction for the sale of the Westcastle GMC business, we have booked a full-day hearing with the Court on Friday, May 22, 2026. Please find enclosed WebEx details for the hearing.

Based on the records the Monitor has at this time, it is not in a position to opine on the validity, enforceability or priority of the claim of The Loan Store as against the vehicles or cash in the estate. The Monitor remains of the view that the property transferred to The Loan Store needs to be returned to the estate, the vehicles need to be realized upon, and the proceeds from the estate need to be distributed according to priorities and entitlements following an orderly and transparent claims process. This is required to ensure that creditors of the estate are treated equally and fairly.

The relief the Monitor will seek on May 22, 2026, includes, among other things, a direction seeking the return of the Westcastle GMC property transferred to The Loan Store, approval of a claims process, and an increase to the administration charge over the Westcastle GMC property.

The Monitor is of the view that your client is not prejudiced by the Monitor's application for approval of its proposed claims process. Until the Monitor has been able to adequately analyze and opine on the validity of The Loan Store claim and its priority as against other claims against the Westcastle GMC estate through the claims process, it is not necessary to conduct any interrogatories or examinations, as may be appropriate and applicable, in respect of the CRO. This is especially the case since you advise that The Loan Store is not appealing the orders the CRO reports were filed in support of.

The Monitor intends to file its application materials in accordance with Commercial List Practice Note 1. Once you have had a chance to review the materials, which will respond to several statements made in your letter, I propose we schedule a call to discuss what, if any,

portions of the relief sought at the May 22 application will be in dispute, and what, if any, matters we can try and resolve in advance of the hearing.

Yours truly,

MILLER THOMSON LLP

Per:



James W. Reid

JWR/pt

Enclosure

c: *P. Takhar (Firm)*
C. Lonergan & B. Scott (BDO Canada Limited)



ENCLOSURE - WEBEX DETAILS

The above booking is Confirmed

File #(s) : 2501 13057

Style of Cause: BANK OF MONTREAL v. 1262113 B.C. LTD

Date/Duration:

May 22, 2026 10:00 AM

Total: 300 Minute(s)

Requirements: Courtroom Required

Equipment: Video Conferencing

Virtual Courtroom Link:

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

Appendix “P” – Loan Agreement, dated April 3, 2023

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 3 day of APRIL,
2023

BETWEEN:

The loan store of 10208 Whyte Ave NW, Edmonton, AB T6E 1Z7, Canada
(the "Lender")

OF THE FIRST PART

AND

2412170 Alberta Ltd. 2416326 Alberta Ltd. of 1100 Waterton Ave, Pincher Creek, AB T0K 1W0,
Canada
(the "Borrower")

OF THE SECOND PART

AND

Michael John Koch of 909 17 St S, Cranbrook, BC V1C 0A4, Canada
(the "Co-Signer")

OF THE THIRD PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, the parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

Loan Amount & Interest

1. The Lender promises to loan \$1,900,000.00 CAD to the Borrower and the Borrower promises to repay this principal amount to the Lender, with interest payable on the unpaid principal at the rate of 35.00 percent per annum, calculated yearly not in advance, beginning on April 1, 2023.

Payment

2. This Loan will be repaid in full on April 30, 2025.
3. At any time while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

Late Payment

4. Should the Borrower fail to make a payment by the date that it is due, interest at the rate of 39 percent per annum, calculated yearly not in advance, will be charged on the outstanding payment amount, commencing the day of the missed payment, until full payment is received by the Lender.

Default

5. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.
6. Further, if the Lender declares the principal amount owing under this Agreement to be immediately due and payable, and the Borrower fails to provide full payment, interest at the rate of 39.00 percent per annum, calculated yearly not in advance, will be charged on the outstanding amount, commencing the day the principal amount is declared due and payable, until full payment is received by the Lender.
7. If the Borrower defaults in payment as required under this Agreement or after demand for ten (10) days, the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party.

Extra Clauses

8. At anytime the borrow could demand full repayment of loan.
9. The borrower recognizes the Loan store 10208 whyte avenue Edmonton as a second secure party.
10. The borrower guarantees ownership to collateral and will protect the lender from any financial harm & will cover any costs such occur at time of recovery.
11. The borrower understands if they or any affiliated entities attached to this agreement default their will be a 2% interest penalty per annum up to 36 months.

Security

12. This Loan is secured by the following security (the "Security"): West castle Chevrolet 1100 Watertown avenue pincher creek Ab T0K1W0 Land and building.
13. The Borrower grants to the Lender a security interest in the Security until this Loan is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect the security interest in the Security. The Borrower will do everything necessary to assist the Lender in perfecting its security interest.

Governing Law

14. This Agreement will be construed in accordance with and governed by the laws of the Province of Alberta.

Costs

15. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.

Co-Signer Liability

16. The Co-Signer agrees to be jointly and severally liable with the Borrower for the Borrower's obligations under this Loan.

Binding Effect

17. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower, Lender, and Co-Signer. The Borrower and Co-Signer waive presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

18. This Agreement may only be amended or modified by a written instrument executed by the Borrower, Lender, and Co-Signer.

Severability

19. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

20. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

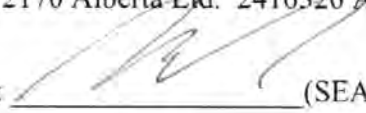
21. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on this 3 day of APRIL, 2023.


SIGNED, SEALED, AND DELIVERED
this 3 day of APRIL,
2023.

The loan store
per:  (SEAL)

SIGNED, SEALED, AND DELIVERED
this 3 day of APRIL,
2023.

2412170 Alberta Ltd. 2416326 Alberta Ltd.
per:  (SEAL)

SIGNED, SEALED, AND DELIVERED
this 3 day of APRIL,
2023.


Michael John Koch

Appendix “Q” – Personal Guarantee, dated April 3, 2023

PERSONAL GUARANTEE

THIS GUARANTEE (the "Guarantee") dated this 3rd day of April, 2023

BETWEEN:

Michael john koch of 909 17 St S, Cranbrook, BC V1C 0A4, Canada

- AND -

2416326 ab ltd o/a Landco of 2024 cranbrook st north V1c3t1

(collectively and individually the "Guarantor")

OF THE FIRST PART

- AND -

The loan store of 10208 Whyte Ave NW, Edmonton, AB T6E 1Z7, Canada

(the "Lender")

OF THE SECOND PART

- AND -

Michael john koch of 909 17 St S, Cranbrook, BC V1C 0A4, Canada

- AND -

2416326 ab ltd o/a landco of 2024 cranbrook st north V1c3t1

(collectively and individually the "Debtor")

OF THE THIRD PART

IN CONSIDERATION OF good and valuable consideration, and any future credit that the Lender may extend from time to time to the Debtor, the receipt and sufficiency of which is hereby acknowledged, the Guarantors, jointly and severally, personally guarantee the prompt, full and complete performance of any and all existing duties and obligations of the Debtor to the Lender and the payment of any and all indebtedness due to the Lender by the Debtor, up to a limit of \$3,000,000.00, under the terms of certain debt agreements (the "Agreement"), and the following terms and conditions:

1. Subject to the above limit, the Guarantor guarantees that the Debtor will promptly pay the full amount of principal and interest of the debt under the Agreement (the "Debt") as and when the same will in any manner be or become due, either according to the terms and conditions

provided by the Agreement or upon acceleration of the payment under the Agreement by reason of a default.

2. The Guarantor agrees not to pledge, hypothecate, mortgage, sell or otherwise transfer any of the Guarantor's assets without the prior written consent of the Lender.
3. To the extent permitted by law, the Guarantor waives all defences, counterclaims or offsets that are legally available to the Guarantor with respect to the payment of the Debt of the Debtor.
4. The Lender is hereby authorized at any time, in its sole discretion and without notice, to take, change, release or in any way deal with any security securing the Debt without in any way impairing the obligation of the Guarantor.
5. The Lender will be under no obligation to collect or to protect any such security or the Debt, and its neglect or failure to collect or protect the security or the Debt is excused. Acceptance of the Guarantee is waived.
6. The Lender may grant extensions of time or other indulgences and otherwise deal with the Debtor and with other parties and securities as the Lender may see fit without in any way limiting or lessening the liability of the Guarantor under this Agreement.
7. Any impairment of the security, which the Lender may from time to time hold as security for the Debt, will in no way operate to discharge the Guarantor in whole or in part, it being specifically agreed that the Lender is not required to exercise diligence to enforce its rights against the Debtor.
8. The Lender may release, surrender, exchange, modify, impair or extend the periods of duration or the time for performance or payment of any collateral securing the obligations of the Debtor to the Lender, and may also settle or compromise any claim of the Lender against the Debtor or against any other person or corporation whose obligation is held by the Lender as collateral security for any obligation of the Debtor or the Lender.
9. This Guarantee is for the use and benefit of the Lender, and will also be for the use and benefit of any subsequent Lender to whom the Lender may assign this Guarantee.

10. The liability of the Guarantor will continue until payment is made of every obligation of the Debtor now or later incurred in connection with the Debt and until payment is made of any loss or damage incurred by the Lender with respect to any matter covered by this Guarantee or any of the Agreement.
11. The Guarantor further waives all rights, by statute or otherwise, to require the Lender to institute suit against the Debtor, and to exercise diligence in enforcing this Guarantee or any other instrument.
12. Any and all present and future debts and liabilities of the Debtor to the Guarantor are postponed in favour of and subordinated to the full payment and performance of all present and future debts and obligations of the Debtor to the Lender. Upon any default by the Debtor under the Agreement, all present and future indebtedness of the Debtor to the Guarantor is hereby assigned to the Lender and any monies thereafter received by the Guarantor from the Debtor will be received in trust for the Lender and upon receipt are to be paid over to the Lender until such time as the Debt owed by the Debtor has been fully paid and satisfied.
13. The Guarantor represents that at the time of the execution and delivery of this Guarantee nothing exists to impair the effectiveness of this Guarantee.
14. All of the Lender's rights, powers and remedies available under this Guarantee and under any other agreement in force now or anytime later between the Lender and the Guarantor will be cumulative and not alternative, and will be in addition to all rights, powers and remedies given to the Lender by law or in equity.
15. The Lender may, at its option, proceed in the first instance against the Guarantor to collect the obligations covered by this Guarantee without first proceeding against any other person, firm or corporation and without resorting to any property held by the Lender as collateral security.
16. All undertakings, covenants, promises and waivers in this Guarantee are joint and several. All pronouns will include masculine, feminine and/or neuter gender, single or plural number, as the context of this Guarantee may require.
17. This Guarantee is made pursuant to the laws of the Province of British Columbia. In the event that this Guarantee must be enforced by the Lender, all reasonable costs and expenses, including

attorney's fees, incurred by the Lender will be paid by the Guarantor.

18. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Guarantee will not affect the validity or enforceability of the remaining portions of this Guarantee or any part of this Guarantee.
19. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions will be binding upon the Lender unless made in writing over the signature of the Lender or its representative.
20. Words of "Guarantee" contained in this Guarantee in no way diminish or impair the absolute liability created in this Guarantee.
21. Any notice to be given to the Guarantor may be sent by mail, telephone, email or otherwise delivered to the address provided below.

Name: Michael john koch

Address: 909 17 St S, Cranbrook, BC V1C 0A4, Canada

Phone: 780 902 9470

Email: Mike @ arrowvw.com

Name: 2416326 ab ltd o/a Landco

Address: 2024 cranbrook st north V1c3t1

Phone: 780 902 9470

Email: Mike @ arrowvw.com


22. Personally guaranteeing.
23. Corporately guaranteed.

IN WITNESS WHEREOF the Guarantors have duly affixed their signatures under hand and seal, this 3rd day of April, 2023.

SIGNED, SEALED, OR ATTESTED

in the presence of:


WITNESS: MARTIN HENSLER


Michael John Koch


WITNESS: MARTIN HENSLER


2416326 bc ltd o/a Landco

Appendix “R” – Personal Guarantee, dated April 3, 2023

PERSONAL GUARANTEE

THIS GUARANTEE (the "Guarantee") dated this 3rd day of April, 2023

BETWEEN:

Michael john koch of 909 17 St S, Cranbrook, BC V1C 0A4, Canada
(the "Guarantor")

OF THE FIRST PART

- AND -

The loan store of 10208 Whyte Ave NW, Edmonton, AB T6E 1Z7, Canada
(the "Lender")

OF THE SECOND PART

- AND -

Michael john koch of 909 17 St S, Cranbrook, BC V1C 0A4, Canada
(the "Debtor")

OF THE THIRD PART

IN CONSIDERATION OF good and valuable consideration, and any future credit that the Lender may extend from time to time to the Debtor, the receipt and sufficiency of which is hereby acknowledged, the Guarantor personally guarantees the prompt, full and complete performance of any and all existing duties and obligations of the Debtor to the Lender and the payment of any and all indebtedness due to the Lender by the Debtor, up to a limit of \$3,000,000.00, under the terms of certain debt agreements (the "Agreement"), and the following terms and conditions:

1. Subject to the above limit, the Guarantor guarantees that the Debtor will promptly pay the full amount of principal and interest of the debt under the Agreement (the "Debt") as and when the same will in any manner be or become due, either according to the terms and conditions provided by the Agreement or upon acceleration of the payment under the Agreement by reason of a default.

2. The Guarantor agrees not to pledge, hypothecate, mortgage, sell or otherwise transfer any of the Guarantor's assets without the prior written consent of the Lender.
 3. To the extent permitted by law, the Guarantor waives all defences, counterclaims or offsets that are legally available to the Guarantor with respect to the payment of the Debt of the Debtor.
 4. The Lender is hereby authorized at any time, in its sole discretion and without notice, to take, change, release or in any way deal with any security securing the Debt without in any way impairing the obligation of the Guarantor.
 5. The Lender will be under no obligation to collect or to protect any such security or the Debt, and its neglect or failure to collect or protect the security or the Debt is excused. Acceptance of the Guarantee is waived.
 6. The Lender may grant extensions of time or other indulgences and otherwise deal with the Debtor and with other parties and securities as the Lender may see fit without in any way limiting or lessening the liability of the Guarantor under this Agreement.
 7. Any impairment of the security, which the Lender may from time to time hold as security for the Debt, will in no way operate to discharge the Guarantor in whole or in part, it being specifically agreed that the Lender is not required to exercise diligence to enforce its rights against the Debtor.
 8. The Lender may release, surrender, exchange, modify, impair or extend the periods of duration or the time for performance or payment of any collateral securing the obligations of the Debtor to the Lender, and may also settle or compromise any claim of the Lender against the Debtor or against any other person or corporation whose obligation is held by the Lender as collateral security for any obligation of the Debtor or the Lender.
 9. This Guarantee is for the use and benefit of the Lender, and will also be for the use and benefit of any subsequent Lender to whom the Lender may assign this Guarantee.
 10. The liability of the Guarantor will continue until payment is made of every obligation of the Debtor now or later incurred in connection with the Debt and until payment is made of any loss or damage incurred by the Lender with respect to any matter covered by this Guarantee or any of
-

the Agreement.

11. The Guarantor further waives all rights, by statute or otherwise, to require the Lender to institute suit against the Debtor, and to exercise diligence in enforcing this Guarantee or any other instrument.
12. Any and all present and future debts and liabilities of the Debtor to the Guarantor are postponed in favour of and subordinated to the full payment and performance of all present and future debts and obligations of the Debtor to the Lender. Upon any default by the Debtor under the Agreement, all present and future indebtedness of the Debtor to the Guarantor is hereby assigned to the Lender and any monies thereafter received by the Guarantor from the Debtor will be received in trust for the Lender and upon receipt are to be paid over to the Lender until such time as the Debt owed by the Debtor has been fully paid and satisfied.
13. The Guarantor represents that at the time of the execution and delivery of this Guarantee nothing exists to impair the effectiveness of this Guarantee.
14. All of the Lender's rights, powers and remedies available under this Guarantee and under any other agreement in force now or anytime later between the Lender and the Guarantor will be cumulative and not alternative, and will be in addition to all rights, powers and remedies given to the Lender by law or in equity.
15. The Lender may, at its option, proceed in the first instance against the Guarantor to collect the obligations covered by this Guarantee without first proceeding against any other person, firm or corporation and without resorting to any property held by the Lender as collateral security.
16. All pronouns will include masculine, feminine and/or neuter gender, single or plural number, as the context of this Guarantee may require.
17. This Guarantee is made pursuant to the laws of the Province of British Columbia. In the event that this Guarantee must be enforced by the Lender, all reasonable costs and expenses, including attorney's fees, incurred by the Lender will be paid by the Guarantor.
18. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Guarantee will not affect the validity or enforceability of the remaining portions of this

Guarantee or any part of this Guarantee.

19. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions will be binding upon the Lender unless made in writing over the signature of the Lender or its representative.
20. Words of "Guarantee" contained in this Guarantee in no way diminish or impair the absolute liability created in this Guarantee.
21. Any notice to be given to the Guarantor may be sent by mail, telephone, email or otherwise delivered to the address provided below.

Name: Michael john koch

Address: 909 17 St S, Cranbrook, BC V1C 0A4, Canada

Phone: 780 902 9470

Email: mike@arrowvw.com

IN WITNESS WHEREOF the Guarantor has duly affixed their signature under hand and seal, this 3rd day of April, 2023.

SIGNED, SEALED, OR ATTESTED

in the presence of:



WITNESS: MARTIN HALLER



Michael John Koch

Appendix “S” – Correspondence, dated January 22, 2026

From: [Ahmed Jomha](#)
To: [Reid, James](#)
Cc: [Lionel Robins](#); [Maiya Tarrabain](#)
Subject: [**EXT**] Affidavit of Martin Hausner
Date: Thursday, January 22, 2026 5:51:04 PM
Attachments: [Outlook-1114yqgp](#)
[image.png](#)
[2501-13057-2026-01-22-Affidavit.pdf](#)

Hi James,

I hope you are doing well.

I have read the affidavit of Mr. Hausner and I must advise that the statements made by him as they relate to me are not correct. I have never spoken to Mr. Hausner, nor have I ever drafted or reviewed documentation of any agreement in relation to Loan Bank or Mr. Housner. My only correspondence was with Loan Bank's counsel, in which it was agreed that upon receipt of \$500,000 by LinQ Law they would provide me with a discharge of their registration at Land Titles. The following is the email which I relied upon as their undertaking.

AJ

From: Romy Badesha <rbadesha@linqlaw.ca>
Sent: Friday, December 19, 2025 10:39 AM
To: Ahmed Jomha <ahmed.jomha@jomhalaw.com>
Cc: Soni Nayak <snayak@linqlaw.ca>
Subject: RE: Payout of Loan Store loan by Mike Koch

Hello Mr. Jomha,

We will discharge the Caveat upon receiving the funds from your office.

Should you have any further questions or concerns, please do not hesitate to contact our office.

Best Regards,

ROMY BADESHA, SENIOR PARALEGAL

Tel: 780-250-6666 / 780-434-5870

Fax: 780-756-8008

Email: rbadesha@linqlaw.ca





Ahmed (AJ) Jomha
Partner

Phone: 780-424-0688

Fax : 780-424-0695

Email: ahmed.jomha@jomhalaw.com

www.jomhalaw.com

[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

Appendix “T” – Correspondence, dated May 7, 2026

From: [Ahmed Jomha](#)
To: [Reid, James](#)
Cc: [Takhar, Pavin](#)
Subject: [**EXT**] RE: Action No. 2501 13057 - Summit Auto Group
Date: Thursday, May 7, 2026 9:43:59 AM
Attachments: [image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
 Scanned from a Xerox Multifunction Printer.pdf

Good morning James,

I have reviewed the file and have attached my communications with Linq Law which is the only contact that I had with anyone related to the Loan Store. Upon review you will note that it confirms my recollection of events that we discussed the other day. My focus was on getting the discharge of the caveat.

With respect to references to vehicles the first time that I was aware of vehicles being transferred was on December 19th at 10:28 am (closing date) in an email. I do recall having a quick discussion with Mike about vehicles. He did mention that part of his deal with Loan Store included vehicles however provide me with no details about which vehicles were being discussed. I did not pay too much attention to that issue as my only focus was on the discharge of the caveat. I think that the correspondence makes that clear.

Let me know if you have any questions.

AJ



Ahmed (AJ) Jomha
Partner

Phone: 780-424-0688

Fax : 780-424-0695

Email: ahmed.jomha@jomhalaw.com

www.jomhalaw.com

From: Reid, James <jwreid@millerthomson.com>
Sent: Thursday, May 7, 2026 9:03 AM
To: Ahmed Jomha <ahmed.jomha@jomhalaw.com>
Cc: Takhar, Pavin <ptakhar@millerthomson.com>
Subject: RE: Action No. 2501 13057 - Summit Auto Group

AJ,

Thanks for the call yesterday clarifying the circumstances surrounding the alleged "counsel negotiated" settlement agreement between Westcastle GMC and The Loan Store.

Based on the records we have it appears that as part of the settlement, 26 vehicles were transferred, 20 were transferred to 129 AB (which is The Loan Store) and 6 were transferred to a 2279148 AB Inc. between December 3 and December 15.

Do you have any knowledge of who the 227 Inc. entity is and how it may relate to Westcastle GMC, Mike Koch or The Loan Store? Was this transfer part of any discussions you were involved in? I attach the Corporate Search on this 227 Inc. entity.

Sincerely,

JAMES W. REID
Partner

MILLER THOMSON LLP

525-8th Avenue S.W., 43rd Floor
 Eighth Avenue Place East
 Calgary
 Alberta | T2P 1G1
T +1 403.298.2418
C +1 403.669.1930
jwreid@millerthomson.com

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From: Ahmed Jomha <ahmed.jomha@jomhalaw.com>
Sent: Tuesday, May 5, 2026 11:02 PM
To: Reid, James <jwreid@millerthomson.com>
Cc: Takhar, Pavin <ptakhar@millerthomson.com>
Subject: [**EXT**] RE: Action No. 2501 13057 - Summit Auto Group

Hi James,
 I am available tomorrow for a call. Does 11:30 work for you?
 AJ

Ahmed Jomha
 Jomha Skrobot LLP.
 Barristers and Solicitors
 10621-124 St., Edmonton Alberta
 T5N 1S5
 Ph. 780 424-0706 Ext. 223
 Fax 780 424-0695

From: Reid, James <jwreid@millerthomson.com>
Sent: May 5, 2026 10:17 PM
To: Ahmed Jomha <ahmed.jomha@jomhalaw.com>
Cc: Takhar, Pavin <ptakhar@millerthomson.com>
Subject: FW: Action No. 2501 13057 - Summit Auto Group
Importance: High

Ahmed,

Please see the attached letter from counsel to The Loan Store relating to the transfers of property that occurred prior to the transaction for Westcastle GMC.

Counsel alleges that you had negotiated the transfers but per your email attached you advise that you did not participate in those negotiations. Are you available for a call with us tomorrow to discuss this?

Sincerely,

JAMES W. REID
 Partner

MILLER THOMSON LLP

525-8th Avenue S.W., 43rd Floor
 Eighth Avenue Place East
 Calgary
 Alberta | T2P 1G1
 T +1 403.298.2418
 C +1 403.669.1930
jwreid@millerthomson.com

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From: Trudy Deagle <TDeagle@ogilvieilaw.com>
Sent: Tuesday, May 5, 2026 5:30 PM
To: Reid, James <jwreid@millerthomson.com>; Takhar, Pavin <ptakhar@millerthomson.com>
Cc: Susy Trace <STrace@ogilvieilaw.com>
Subject: [**EXT**] Action No. 2501 13057 - Summit Auto Group
Importance: High

Good afternoon,

Attached please find correspondence from Ms. Susy Trace, together with the enclosure referred to.

Thank you.

Trudy Deagle | Team Lead - Litigation Paralegal

Ogilvie Together in purpose. 2800 Stantec Tower | 10220 103 Avenue | Edmonton, AB T5J 0K4 | www.ogilvie.com
Direct: (780) 429-6297 | Fax: (780) 429-4453 | Main: (780) 421-1818 | Email: TDeagle@ogilvie.com

    Leave a review

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[EXTERNAL EMAIL / COURRIEL EXTERNE]

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Ahmed Jomha

From: Ahmed Jomha
Sent: Thursday, December 18, 2025 4:07 PM
To: snayak@linqlaw.ca
Cc: Maiya Tarrabain
Subject: Payout of Loan Store loan by Mike Koch

Good day Soni

We are the solicitors for Mike Koch who had an outstanding loan with your client and intends to close a transaction which will include a partial payout of that loan. It is my understanding that the parties have agreed that our client will be paying out the loan however will be allowed to keep \$500,000.00 which will be used to close out the balance of the transaction and they have further made arrangements for further financing.

Please confirm with your client these arrangements and provide us with a payout statement for the closing tomorrow.

I appreciate it is a short time frame however events only occurred in the past 24 hours so your assistance in this matter would be appreciated.

We look forward to hearing from you.

AJ

Ahmed Jomha
Jomha Skrobot LLP.
Barristers and Solicitors
10621-124 St., Edmonton Alberta
T5N 1S5
Ph. 780 424-0706 Ext. 223
Fax 780 424-0695

Please note that our office will be closed for holidays from Tuesday, December 23, 2025 12:00 PM through to and including Friday, January 2, 2026. Our office will re-open at 8:30 a.m. on Monday, January 5, 2026.



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From: Soni Nayak <snayak@linqlaw.ca>

Sent: December 18, 2025 5:04 PM

To: 129709 Alberta Ltd. o/a Cars on Whyte <martin@carsonwhyte.com>; Romy Badesha <rbadesha@linqlaw.ca>

Subject: Fwd: Payout of Loan Store loan by Mike Koch

Martin please provide payout statement. Romy from my office will send my trust account information to them for the loan amount.

Soni

Sent from my iPhone

Begin forwarded message:

From: Ahmed Jomha <ahmed.jomha@jomhalaw.com>

Date: December 18, 2025 at 4:07:27 PM MST

To: Soni Nayak <snayak@linqlaw.ca>

Cc: Maiya Tarrabain <reception@jomhalaw.com>

Subject: Payout of Loan Store loan by Mike Koch

Good day Soni



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From: Romy Badesha
Sent: December 19, 2025 9:56 AM
To: ahmed.jomha@jomhalaw.com
Cc: Soni Nayak <snayak@linqlaw.ca>
Subject: RE: Payout of Loan Store loan by Mike Koch

Good morning,

Please find attached the payout Statement along with our trust account information.

Should you have any further questions or concerns, please do not hesitate to contact our office.

Best Regards,

ROMY BADESHA, SENIOR PARALEGAL

Tel: 780-250-6666 / 780-434-5870

Fax: 780-756-8008

Email: rbadesha@linqlaw.ca



Edmonton Office

#308 10328 81 Avenue NW Edmonton, Alberta, T6E 1X2

Grande Prairie Office *By Appointment Only*

#231, 9804 100 Avenue, Grand Prairie, AB T8B 0T8



Dec 12, 2025

Customer Name: MICHAEL KOCH Account #: 101836
 Address: 1100 Waterton Ave, Pincher Creek, AB, T0K1W0

Dear Michael Koch,

Please find below the payout statement for your secured loan account with The Loan Store.

As of December 12, 2025, the total amount required to discharge the account in full is:

PAYOUT AS OF	PAYOUT AMOUNT
2025-12-12	\$2,734,281.97

This figure reflects the principal and accrued interest from the original balance of \$2,202,438.36 which became due on April 30, 2025, and includes all applicable interest and charges calculated up to the stated date. Interest continues to accrue on the outstanding balance at the contractual rate of 39.0% per annum, compounded as agreed, until full payment is received.

Upon receipt of the full payout amount. The Loan Store will prepare and execute a Discharge of Caveat for registration against title to the property.

Please note that a detailed summary of all advances and disbursements is enclosed as Schedule "A", forming part of this payout confirmation.

Payments may be remitted by certified cheque or bank draft payable to:

The Loan Store

If this transaction is being handled through a law office, please have the solicitor contact our office to confirm the updated payout amount as of the intended closing date, as daily interest will apply.

We appreciate your prompt attention to this matter and look forward to assisting with the discharge upon payment in full.

1. The payout must be received by THE LOAN STORE within 2 working days of the payout chosen
2. All past payments from the customer's account have cleared and there is no outstanding payments or fees.
3. In the event of an error or omission with any information contained on this document or in calculating the payout, THE LOAN STORE reserves all rights that it may have and will continue to hold the customer or dealership responsible for any additional amounts owing.
4. If the account will be paid out, please have the customer contact our office at least three business days before the next scheduled payment to adjust payments while waiting for the funds to be received.

Ahmed Jomha

From: Romy Badesha <rbadesha@linqlaw.ca>
Sent: Friday, December 19, 2025 10:28 AM
To: Ahmed Jomha
Cc: Soni Nayak
Subject: RE: Payout of Loan Store loan by Mike Koch

Hello Mr. Jomha,

Our client is agreeable to close the above-mentioned transaction today based on the following;

1. Accepting \$500,000 today;
2. Package of Vehicle – Please provide the Bill of Sale
3. Our client is agreeable to discharge the caveat against 110 Waterton Ave Pincher Creek, AB T0K 1W0;
4. We will register the caveat for the remaining funds against 3301 MT Fisher Drive Cranbrook, BC VIC 6N6.

Should you have any further questions or concerns, please do not hesitate to contact our office.

Best Regards,

ROMY BADESHA, SENIOR PARALEGAL

Tel: 780-250-6666 / 780-434-5870

Fax: 780-756-8008

Email: rbadesha@linqlaw.ca



[Edmonton Office](#)

#308 10328 81 Avenue NW Edmonton, Alberta, T6E 1X2

[Grande Prairie Office](#) *By Appointment Only*

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www.LinQLaw.ca

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From: Ahmed Jomha <ahmed.jomha@jomhalaw.com>
Sent: December 19, 2025 10:33 AM
To: Romy Badesha <rbadesha@linqlaw.ca>
Cc: Soni Nayak <snayak@linqlaw.ca>
Subject: RE: Payout of Loan Store loan by Mike Koch

Hi Romy,
Thank you for the note. It is appreciated.
The closing is today so can you please confirm that your firm will discharge the caveat provided that we send you the \$500,000?
Thanks

Ahmed Jomha
Jomha Skrobot LLP.
Barristers and Solicitors
10621-124 St., Edmonton Alberta
T5N 1S5
Ph. 780 424-0706 Ext. 223
Fax 780 424-0695

From: Romy Badesha <rbadesha@linqlaw.ca>
Sent: December 19, 2025 10:28 AM
To: Ahmed Jomha <ahmed.jomha@jomhalaw.com>
Cc: Soni Nayak <snayak@linqlaw.ca>
Subject: RE: Payout of Loan Store loan by Mike Koch

Hello Mr. Jomha,

Our client is agreeable to close the above-mentioned transaction today based on the following:

1. Accepting \$500,000 today;
2. Package of Vehicle – Please provide the Bill of Sale
3. Our client is agreeable to discharge the caveat against 110 Waterton Ave Pincher Creek, AB T0K 1W0;
4. We will register the caveat for the remaining funds against 3301 MT Fisher Drive Cranbrook, BC VIC 6N6.

Should you have any further questions or concerns, please do not hesitate to contact our office.

Best Regards,

ROMY BADESHA, SENIOR PARALEGAL

Tel: 780-250-6666 / 780-434-5870

Fax: 780-756-8008

Ahmed Jomha

From: Romy Badesha <rbadesha@linqlaw.ca>
Sent: Friday, December 19, 2025 10:40 AM
To: Ahmed Jomha
Cc: Soni Nayak
Subject: RE: Payout of Loan Store loan by Mike Koch

Hello Mr. Jomha,

We will discharge the Caveat upon receiving the funds from your office.

Should you have any further questions or concerns, please do not hesitate to contact our office.

Best Regards,

ROMY BADESHA, SENIOR PARALEGAL

Tel: 780-250-6666 / 780-434-5870

Fax: 780-756-8008

Email: rbadesha@linqlaw.ca



Edmonton Office

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Appendix “U” – Personal Property Registry Searches

Search ID #: Z19560438

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #:

Search ID #: Z19560438

Date of Search: 2025-Dec-29

Time of Search: 11:08:11

Business Debtor Search For:

2416326 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z19560438

Business Debtor Search For:

2416326 ALBERTA LTD.

Search ID #: Z19560438

Date of Search: 2025-Dec-29

Time of Search: 11:08:11

Registration Number: 22072017580

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jul-20

Registration Status: Current

Expiry Date: 2027-Jul-20 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

25092312500

Amendment

2025-Sep-23

Debtor(s)**Block****Status**

Current

1 2416326 ALBERTA LTD.
2032 CRANBROOK STREET N.
CRANBROOK, BC V1C 3T1

Secured Party / Parties**Block****Status**

Current

1 THE TORONTO-DOMINION BANK
421 - 7TH AVENUE SW, 10TH FLOOR
CALGARY, AB T2P 4K9
Email: abautonsp@teranet.ca

Collateral: General**Block****Description****Status**

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

2 Proceeds: all of the debtor's present and after-acquired personal property including, but not limited to, all accounts, chattel paper, money, intangibles, goods, documents of title, instruments, investment property, and insurance proceeds (as each of those terms are defined in the PPSA).

Current By
25092312500

Search ID #: Z19560438

Business Debtor Search For:

2416326 ALBERTA LTD.

Search ID #: Z19560438

Date of Search: 2025-Dec-29

Time of Search: 11:08:11

Registration Number: 22072017643

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jul-20

Registration Status: Current

Expiry Date: 2027-Jul-20 23:59:59

Exact Match on:

Debtor

No: 2

Debtor(s)**Block****Status**

Current

1 LIDDELL, DONALD, EDWARD
10621 - 124 STREET
EDMONTON, AB T5N 1S5

Block**Status**

Current

2 2416326 ALBERTA LTD.
2032 CRANBROOK STREET N.
CRANBROOK, BC V1C 3T1

Block**Status**

Current

3 KOCH, MICHAEL, J.
2034 CRANBROOK STREET N.
CRANBROOK, BC V1C 3T1

Birth Date:
1979-Feb-24

Secured Party / Parties**Block****Status**

Current

1 THE TORONTO-DOMINION BANK
421 - 7TH AVENUE SW, 10TH FLOOR
CALGARY, AB T2P 4K9
Email: abautonsp@teranet.ca

Search ID #: Z19560438

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ANY AND ALL PRESENT AND FUTURE ACCOUNTS, MONIES AND ALL OTHER INDEBTEDNESS, OBLIGATIONS, AND LIABILITIES OF ANY KIND, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, JOINT OR SEVERAL OF 2412170 ALBERTA LTD. WHICH ARE NOW OR HEREAFTER OWED TO THE DEBTOR AND ALL INSTRUMENTS, DOCUMENTS, AGREEMENTS, CHOSSES IN ACTION, CLAIMS AND/OR DEMANDS IN RESPECT OF THEREOF, OR IN ANY WAY RELATED THERETO.	Current
2	PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	Current

Search ID #: Z19560438

Business Debtor Search For:

2416326 ALBERTA LTD.

Search ID #: Z19560438

Date of Search: 2025-Dec-29

Time of Search: 11:08:11

Registration Number: 25092312640

Registration Type: LAND CHARGE

Registration Date: 2025-Sep-23

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 2416326 ALBERTA LTD.
2032 CRANBROOK STREET N.
CRANBROOK, BC V1C 3T1

Secured Party / Parties

Block

Status

Current

1 THE TORONTO-DOMINION BANK
421 - 7TH AVE SW, 10TH FLOOR
CALGARY, AB T2P4K9
Email: tdcomm@td.com

Result Complete

Search ID #: Z19560435

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z19560435

Date of Search: 2025-Dec-29

Time of Search: 11:07:28

Business Debtor Search For:

2412170 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z19560435

Business Debtor Search For:

2412170 ALBERTA LTD.

Search ID #: Z19560435

Date of Search: 2025-Dec-29

Time of Search: 11:07:28

Registration Number: 22072017590

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jul-20

Registration Status: Current

Expiry Date: 2027-Jul-20 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

25092312544

Amendment

2025-Sep-23

Debtor(s)**Block****Status**

Current

1 2412170 ALBERTA LTD.
2032 CRANBROOK STREET N.
CRANBROOK, BC V1C 3T1

Block**Status**Current by
25092312544

2 WESTCASTLE CHEVROLET BUICK GMC
2032 CRANBROOK STREET N.
CRANBROOK, BC V1C 3T1

Secured Party / Parties**Block****Status**

Current

1 THE TORONTO-DOMINION BANK
421 - 7TH AVENUE SW, 10TH FLOOR
CALGARY, AB T2P 4K9
Email: abautonsp@teranet.ca

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	SY006MCC76968	2024	Sany SY60 Excavator	MV - Motor Vehicle	Current By 25092312544
2	1GCRDAED1RZ285815	2024	Chevrolet Silverado	MV - Motor Vehicle	Current By 25092312544

Search ID #: Z19560435

3	3GKALYEG1RL220106	2024	GMC Terrain	MV - Motor Vehicle	Current By 25092312544
4	3GKALMEG5RL350642	2024	GMC Terrain	MV - Motor Vehicle	Current By 25092312544
5	1GCPDDEK2RZ288861	2024	Chevrolet Silverado	MV - Motor Vehicle	Current By 25092312544
6	3GKALUEG1TL135282	2026	GMC Terrain	MV - Motor Vehicle	Current By 25092312544

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current
2	Proceeds: all of the debtor's present and after-acquired personal property including, but not limited to, all accounts, chattel paper, money, intangibles, goods, documents of title, instruments, investment property, and insurance proceeds (as each of those terms are defined in the PPSA).	Current By 25092312544

Search ID #: Z19560435

Business Debtor Search For:

2412170 ALBERTA LTD.

Search ID #: Z19560435

Date of Search: 2025-Dec-29

Time of Search: 11:07:28

Registration Number: 22072017620

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jul-20

Registration Status: Current

Expiry Date: 2027-Jul-20 23:59:59

Exact Match on: Debtor No: 2

Debtor(s)**Block****Status**
Current1 LIDDELL, DONALD, EDWARD
10621 - 124 STREET
EDMONTON, AB T5N 1S5**Block****Status**
Current2 2412170 ALBERTA LTD.
2032 CRANBROOK STREET N.
CRANBROOK, BC V1C 3T1**Block****Status**
Current3 KOCH, MICHAEL, J.
2034 CRANBROOK STREET N.
CRANBROOK, BC V1C 3T1Birth Date:
1979-Feb-24**Secured Party / Parties****Block****Status**
Current1 THE TORONTO-DOMINION BANK
421 - 7TH AVENUE SW, 10TH FLOOR
CALGARY, AB T2P 4K9
Email: abautonsp@teranet.ca

Search ID #: Z19560435

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ANY AND ALL PRESENT AND FUTURE ACCOUNTS, MONIES AND ALL OTHER INDEBTEDNESS, OBLIGATIONS, AND LIABILITIES OF ANY KIND, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, JOINT OR SEVERAL OF 2416326 ALBERTA LTD. WHICH ARE NOW OR HEREAFTER OWED TO THE DEBTOR AND ALL INSTRUMENTS, DOCUMENTS, AGREEMENTS, CHOSSES IN ACTION, CLAIMS AND/OR DEMANDS IN RESPECT OF THEREOF, OR IN ANY WAY RELATED THERETO.	Current
2	PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	Current

Search ID #: Z19560435

Business Debtor Search For:

2412170 ALBERTA LTD.

Search ID #: Z19560435

Date of Search: 2025-Dec-29

Time of Search: 11:07:28

Registration Number: 22120810732

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Dec-08

Registration Status: Current

Expiry Date: 2026-Dec-08 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

1 2412170 ALBERTA LTD.
1100 WATERTON AVENUE, P.O. BOX 490
PINCHER CREEK, AB T0K1W0

Current

Block**Status**

2 WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE, P.O. BOX 490
PINCHER CREEK, AB T0K1W0

Current

Secured Party / Parties**Block****Status**

1 PATTISON SIGN GROUP, A DIVISION OF JIM PATTISON INDUSTRIES LTD.
555 ELLESMERE RD.
TORONTO, ON M1R4E8
Email: SGRAGORIAN@PATTISONSIGN.COM

Current

Collateral: General**Block****Description****Status**

1 SIGNAGE AS PER CONTRACTS GMN082484-01N GMN082484-02N GMN082484-03N
GMN082484-04N GMN082484-05N GMN082484-06N GMN082484-07N GMN082484-
08N
GMN082484-09N GMN082484-10N GMN082484-11N

Current

Search ID #: Z19560435

Business Debtor Search For:

2412170 ALBERTA LTD.

Search ID #: Z19560435

Date of Search: 2025-Dec-29

Time of Search: 11:07:28

Registration Number: 24090324454

Registration Type: SECURITY AGREEMENT

Registration Date: 2024-Sep-03

Registration Status: Current

Expiry Date: 2034-Sep-03 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

Current

1 2412170 ALBERTA LTD.
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K1W0

Secured Party / Parties**Block****Status**

Current

1 GENERAL MOTORS FINANCIAL OF CANADA, LTD.
2001 SHEPPARD AVE E, SUITE-600
TORONTO, ON M2J 4Z8
Email: albertaprod@teranet.ca

Block**Status**

Current

2 GM FINANCIAL CANADA LEASING LTD
2001 SHEPPARD AVE E., SUITE 600
TORONTO, ON M2J 4Z8
Email: albertaprod@teranet.ca

Search ID #: Z19560435

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All of the Debtor's right, title and interest in, to and under the accounts and chattel paper assigned by the Debtor to the Secured Party from time to time, including, without limitation, all of the Debtor's present and after-acquired right, title and interest in (a) all rights and benefits accruing, and authorizations provided, under such accounts and chattel paper, (b) all payments of any nature and kind, guarantees, promissory notes and indemnity payments related to such accounts and chattel paper, (c) all goods relating to such accounts and chattel paper and the benefit of all covenants and indemnities with respect to such goods, (d) all claims, demands, actions, damages and indemnities of any nature and kind under such accounts and chattel paper, (e) the right to ask, demand, sue for, collect, receive and enforce any and all sums payable under such accounts and chattel paper and to enforce all other covenants, obligations, rights and remedies thereunder, and (f) all contracts, books, records, reports and other documents and information pertaining to such accounts and chattel paper, together in each case with (i) all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing, (ii) all proceeds in any form derived directly or indirectly from any dealing with any or all of the foregoing and (iii) all insurance proceeds and all rights to an insurance payment or any other payment that indemnifies or compensates for loss or damage to the foregoing or proceeds of the foregoing.	Current

Search ID #: Z19560435

Business Debtor Search For:

2412170 ALBERTA LTD.

Search ID #: Z19560435

Date of Search: 2025-Dec-29

Time of Search: 11:07:28

Registration Number: 25063014696

Registration Type: SECURITY AGREEMENT

Registration Date: 2025-Jun-30

Registration Status: Current

Expiry Date: 2028-Jun-30 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

Current

1 2412170 ALBERTA LTD.
1100 WATERTON AVENUE, P.O. BOX 490
PINCHER CREEK, AB T0K1W0

Block**Status**

Current

2 WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE, P.O. BOX 490
PINCHER CREEK, AB T0K1W0

Secured Party / Parties**Block****Status**

Current

1 PATTISON ID, A DIVISION OF JIM PATTISON INDUSTRIES LTD.
1655 FELDSPAR CT
PICKERING, ON L1W3R7
Email: GCHOI@PATTISONID.COM

Collateral: General**Block****Description****Status**

1 SIGNAGE AS PER CONTRACT # GMF082484LED-01&GMF082484LED-02

Current

Search ID #: Z19560435

Business Debtor Search For:

2412170 ALBERTA LTD.

Search ID #: Z19560435

Date of Search: 2025-Dec-29

Time of Search: 11:07:28

Registration Number: 25092312605

Registration Date: 2025-Sep-23

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

Current

1 2412170 ALBERTA LTD.
2032 CRANBROOK STREET N.
CRANBROOK, BC V1C 3T1

Secured Party / Parties**Block****Status**

Current

1 THE TORONTO-DOMINION BANK
421 - 7TH AVE SW, 10TH FLOOR
CALGARY, AB T2P4K9
Email: tdcomm@td.com

Search ID #: Z19560435

Business Debtor Search For:

2412170 ALBERTA LTD.

Search ID #: Z19560435

Date of Search: 2025-Dec-29

Time of Search: 11:07:28

Registration Number: 25092906218

Registration Type: SECURITY AGREEMENT

Registration Date: 2025-Sep-29

Registration Status: Current

Expiry Date: 2035-Sep-29 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

Current

1 2412170 ALBERTA LTD.
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K 1W0

Secured Party / Parties**Block****Status**

Current

1 GREAT NORTH AUTO AND FINANCING LTD.
4107 1111 ALBERNI STREET
VANCOUVER, BC V6E 1A4
Email: BLAKE@GREATNORTHFINANCE.COM

Collateral: General**Block****Description****Status**

Current

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
PROCEEDS: ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES, GOODS,
INSURANCE PROCEEDS, CHEQUES, DOCUMENTS OF TITLE, INSTRUMENTS,
SECURITIES, TRADE-INS AND ALL OTHER SUBSTITUTIONS OF ANY KIND
WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH
THE GENERAL COLLATERAL OR PROCEEDS THEREFROM.

Search ID #: Z19560435

Business Debtor Search For:

2412170 ALBERTA LTD.

Search ID #: Z19560435

Date of Search: 2025-Dec-29

Time of Search: 11:07:28

Registration Number: 25122320954

Registration Type: SECURITY AGREEMENT

Registration Date: 2025-Dec-23

Registration Status: Current

Expiry Date: 2030-Dec-23 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)**Block****Status**

1 2412170 ALBERTA LTD.
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K 1W0

Current

Secured Party / Parties**Block****Status**

1 THE TORONTO-DOMINION BANK
100 WELLINGTON STREET W., 26TH FLR.
TORONTO, ON M5K 1A2
Email: wassim.heematally@td.com

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1C6RR7GT7MS571444	2021	RAM 1500 CLASSIC	MV - Motor Vehicle	Current
2	1C6RR7LG7MS520406	2021	RAM 1500 CLASSIC	MV - Motor Vehicle	Current
3	1C6RR7LM4KS705290	2019	RAM 1500 CLASSIC	MV - Motor Vehicle	Current
4	1GCZGHFG6L1137707	2020	CHEVROLET EXPRESS CARGO	MV - Motor Vehicle	Current
5	3C4NJDAB2MT509364	2021	JEEP COMPASS	MV - Motor Vehicle	Current
6	JA4ATVAAXNZ611649	2022	MITSUBISHI ECLIPSE CROSS	MV - Motor Vehicle	Current
7	1C6SRFBT2KN888630	2019	RAM 1500	MV - Motor Vehicle	Current
8	1FMJK1MT2MEA10137	2021	FORD EXPEDITION MAX	MV - Motor Vehicle	Current
9	2HGFC2F57KH027387	2019	HONDA CIVIC	MV - Motor Vehicle	Current

Search ID #: Z19560435

10	3C4NJDAN8RT594549	2024	JEEP COMPASS	MV - Motor Vehicle	Current
11	3KPF44AC7PE586437	2023	KIA FORTE	MV - Motor Vehicle	Current
12	KNDMB5C11K6454061	2019	KIA SEDONA	MV - Motor Vehicle	Current
13	1C6SRFET4KN729314	2019	RAM 1500	MV - Motor Vehicle	Current
14	3C4PDCABXKT763993	2019	DODGE JOURNEY	MV - Motor Vehicle	Current
15	1C4RJFAGXMC528765	2021	JEEP GRAND CHEROKEE	MV - Motor Vehicle	Current
16	1C6RR7FT4KS712842	2019	RAM 1500 CLASSIC	MV - Motor Vehicle	Current
17	3KPA25AD1NE453930	2020	KIA RIO	MV - Motor Vehicle	Current
18	3KPA25AD8NE498878	2022	KIA RIO	MV - Motor Vehicle	Current
19	5XYPGDA36LG687056	2020	KIA SORENTO	MV - Motor Vehicle	Current
20	JTMABABA0PA009571	2023	SUBARU SOLTERRA	MV - Motor Vehicle	Current
21	2GC4YTEYXN1221370	2022	CHEVROLET SILVERADO 3500	MV - Motor Vehicle	Current
22	3GKALMEG5RL350642	2024	GMC TERRAIN	MV - Motor Vehicle	Current
23	1C6RR7FG7KS594689	2019	RAM 1500 CLASSIC	MV - Motor Vehicle	Current
24	2C4RC1S77RR115468	2024	CHRYSLER PACIFICA	MV - Motor Vehicle	Current
25	1G1ZD5ST8PF250490	2023	CHEVROLET MALIBU	MV - Motor Vehicle	Current
26	1N6ED1CM2PN603928	2023	NISSAN FRONTIER	MV - Motor Vehicle	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	THE COMPLETE ADDRESS OF THE SECURED PARTY IS: TD WEST TOWER, 100 WELLINGTON STREET WEST, 26TH FLOOR TORONTO ON M5K 1A2	Current

Result Complete



← BC Registries Dashboard > My Personal Property Registry > Search Results

My Personal Property Registry

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Jennifer Clarke | ELDOR-WAL REGISTRATIONS (1987) LTD.

Search Results

for Business Debtor Name "2412170 Alberta Ltd." as of December 29, 2025 at 10:10:03 am Pacific time

Select the registrations you want to include in a printable PDF search report. Exact matches are automatically selected. This report will contain the full record of the registration for each selected match and will be automatically saved to your PPR Dashboard.

2 matches found | 2 exact matches | 2 total matches in 2 registrations added to report

[PDF](#) Generate Search Result Report

Select All

Debtor Name

Exact Matches (2)

exact match added | 2412170 ALBERTA LTD.

exact match added | 2412170 ALBERTA LTD.

Business Debtor - "2412170 Alberta Ltd."

Search Date and Time: December 29, 2025 at 10:10:03 am Pacific time
Account Name: ELDOR-WAL REGISTRATIONS (1987) LTD.

TABLE OF CONTENTS

2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 5

	Base Registration	Base Registration Date	Debtor Name	Page
1	871882N	July 20, 2022	* 2412170 ALBERTA LTD.	2
2	871900N	July 20, 2022	* 2412170 ALBERTA LTD.	4

Base Registration Number: 871882N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 20, 2022 at 2:35:56 pm Pacific time
Current Expiry Date and Time:	July 20, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of December 29, 2025 at 10:10:03 am Pacific time)

Secured Party Information

THE TORONTO-DOMINION BANK	Address
	421 - 7TH AVENUE SW, 10TH FLOOR CALGARY AB T2P 4K9 Canada

Debtor Information

LIDDELL, DONALD EDWARD	Address	Birthdate
	10621 124 ST NW EDMONTON AB T5N 1S5 Canada	
2412170 ALBERTA LTD.	Address	
	2032 CRANBROOK ST N CRANBROOK BC V1C 3T1 Canada	
KOCH, MICHAEL J.	Address	Birthdate
	2034 CRANBROOK ST N CRANBROOK BC V1C 3T1 Canada	February 24, 1979

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ANY AND ALL PRESENT AND FUTURE ACCOUNTS, MONIES AND ALL OTHER INDEBTEDNESS, OBLIGATIONS, AND LIABILITIES OF ANY KIND, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, JOINT OR SEVERAL OF 2416326 ALBERTA LTD. WHICH ARE NOW OR HEREAFTER OWED TO THE DEBTOR AND ALL INSTRUMENTS, DOCUMENTS, AGREEMENTS, CHOSES IN ACTION, CLAIMS AND/OR DEMANDS IN RESPECT OF THEREOF, OR IN ANY WAY RELATED THERETO.

PROCEEDS:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Original Registering Party

ELDOR-WAL REGISTRATIONS (1987) LTD.	Address
	1200, 10123 99 STREET NW EDMONTON AB T5J 3H1 Canada

Base Registration Number: 871900N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 20, 2022 at 2:41:04 pm Pacific time
Current Expiry Date and Time:	July 20, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of December 29, 2025 at 10:10:03 am Pacific time)

Secured Party Information**THE TORONTO-DOMINION BANK****Address**421 - 7TH AVENUE SW, 10TH FLOOR
CALGARY AB
T2P 4K9 Canada**Debtor Information****2412170 ALBERTA LTD.****Address**2032 CRANBROOK ST N
CRANBROOK BC
V1C 3T1 Canada**Vehicle Collateral**

None

General Collateral**Base Registration General Collateral:**

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**ELDOR-WAL REGISTRATIONS (1987)
LTD.**

Address

1200, 10123 99 STREET NW
EDMONTON AB
T5J 3H1 Canada





← BC Registries Dashboard > My Personal Property Registry > Search Results

My Personal Property Registry

[Help](#)

Jennifer Clarke | ELDOR-WAL REGISTRATIONS (1987) LTD.

Search Results

for Business Debtor Name "2416326 Alberta Ltd." as of December 29, 2025 at 10:11:18 am Pacific time

Select the registrations you want to include in a printable PDF search report. Exact matches are automatically selected. This report will contain the full record of the registration for each selected match and will be automatically saved to your PPR Dashboard.

2 matches found | 2 exact matches | 2 total matches in 2 registrations added to report

[PDF](#) Generate Search Result Report

Select All

Debtor Name

Exact Matches (2)

exact match added 2416326 ALBERTA LTD.

exact match added 2416326 ALBERTA LTD.

Business Debtor - "2416326 Alberta Ltd."

Search Date and Time: December 29, 2025 at 10:11:18 am Pacific time
Account Name: ELDOR-WAL REGISTRATIONS (1987) LTD.

TABLE OF CONTENTS

2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 5

	Base Registration	Base Registration Date	Debtor Name	Page
1	871885N	July 20, 2022	* 2416326 ALBERTA LTD.	2
2	871898N	July 20, 2022	* 2416326 ALBERTA LTD.	4

Base Registration Number: 871885N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 20, 2022 at 2:36:47 pm Pacific time
Current Expiry Date and Time:	July 20, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of December 29, 2025 at 10:11:18 am Pacific time)

Secured Party Information

THE TORONTO-DOMINION BANK	Address
	421 - 7TH AVENUE SW, 10TH FLOOR CALGARY AB T2P 4K9 Canada

Debtor Information

LIDDELL, DONALD EDWARD	Address	Birthdate
	10621 - 124 STREET EDMONTON AB T5N 1S5 Canada	
2416326 ALBERTA LTD.	Address	
	2032 CRANBROOK ST N CRANBROOK BC V1C 3T1 Canada	
KOCH, MICHAEL J.	Address	Birthdate
	2034 CRANBROOK ST N CRANBROOK BC V1C 3T1 Canada	February 24, 1979

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ANY AND ALL PRESENT AND FUTURE ACCOUNTS, MONIES AND ALL OTHER INDEBTEDNESS, OBLIGATIONS, AND LIABILITIES OF ANY KIND, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, JOINT OR SEVERAL OF 2412170 ALBERTA LTD. WHICH ARE NOW OR HEREAFTER OWED TO THE DEBTOR AND ALL INSTRUMENTS, DOCUMENTS, AGREEMENTS, CHOSSES IN ACTION, CLAIMS AND/OR DEMANDS IN RESPECT OF THEREOF, OR IN ANY WAY RELATED THERETO.

PROCEEDS:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Original Registering Party

**ELDOR-WAL REGISTRATIONS (1987)
LTD.**

Address

1200, 10123 99 STREET NW
EDMONTON AB
T5J 3H1 Canada

Base Registration Number: 871898N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 20, 2022 at 2:40:42 pm Pacific time
Current Expiry Date and Time:	July 20, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of December 29, 2025 at 10:11:18 am Pacific time)

Secured Party Information

THE TORONTO-DOMINION BANK	Address 421 - 7TH AVENUE SW, 10TH FLOOR CALGARY AB T2P 4K9 Canada
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Debtor Information

2416326 ALBERTA LTD.	Address 2032 CRANBROOK ST N CRANBROOK BC V1C 3T1 Canada
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Vehicle Collateral

None

General Collateral**Base Registration General Collateral:**

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**ELDOR-WAL REGISTRATIONS (1987)
LTD.**

Address

1200, 10123 99 STREET NW
EDMONTON AB
T5J 3H1 Canada

