

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

IN THE MATTER OF THE COMPANIES' CREDITORS' ARRANGEMENT ACT, RSC 1985, c C-36, as amended AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 2345137 ALBERTA LTD., 2351497 ALBERTA LTD., 2497902 ALBERTA LTD., SUMMIT S AUTO LTD., SUMMIT V AUTO LTD., MK AUTO K-M LTD., 2437342 ALBERTA LTD., 1972207 ALBERTA LTD., 1175104 B.C. LTD., 1262113 B.C. LTD., 1272986 B.C. LTD., 2412170 ALBERTA LTD. AND 2416326 ALBERTA LTD.



APPLICANT BDO CANADA LIMITED, IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF 2345137 ALBERTA LTD., 2351497 ALBERTA LTD., 2497902 ALBERTA LTD., SUMMIT S AUTO LTD., SUMMIT V AUTO LTD., MK AUTO K-M LTD., 2437342 ALBERTA LTD., 1972207 ALBERTA LTD., 1175104 B.C. LTD., 1262113 B.C. LTD., 1272986 B.C. LTD., 2412170 ALBERTA LTD. AND 2416326 ALBERTA LTD.

DOCUMENT **APPLICATION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MILLER THOMSON LLP  
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File no: 0262720.0004

**NOTICE TO RESPONDENTS:**

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

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

Date: March 26, 2026  
Time: 10:00 a.m.  
Where: Edmonton Law Courts, via WEBEX  
Before Whom: The Honourable Justice M. E. Burns

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

**Remedy claimed or sought:**

1. All capitalized terms used in this Application and not otherwise defined herein shall have the meaning ascribed to them in the Sixth Report (defined herein).
2. BDO Canada Limited ("**BDO**"), in its capacity as Court-appointed Monitor (in such capacity, the "**Monitor**") of 2345137 Alberta Ltd. ("**Vermilion Chrysler**"), 1262113 B.C. Ltd. ("**Western Sport Products**"), 2497902 Alberta Ltd. ("**Castle Ford**"), 1175104 B.C. Ltd. ("**Cranbrook Mitsubishi**"), 1272986 B.C. Ltd. ("**Sun Valley Nissan**"), Summit V Auto Ltd. ("**Arrow VW**"), 2437342 Alberta Ltd. ("**Squamish Chrysler**", with Vermilion Chrysler, Western Sport Products, Castle Ford, Cranbrook Mitsubishi, Sun Valley Nissan, and Arrow VW, the "**Operating Debtors**"), Summit S Auto Ltd. ("**Real Co**"), MK Auto K-M Ltd. ("**MK Auto**"), 2351497 Alberta Ltd. ("**235 AB**") and 1972207 Alberta Ltd. ("**197 AB**", and together with Vermilion Chrysler, Cranbrook Mitsubishi, Sun Valley Nissan, Western Sport Products, Squamish Chrysler, Castle Ford, Arrow VW, Real Co, MK Auto, and 235 AB, the "**Summit Auto Group**"), 2412170 Alberta Ltd. ("**Westcastle Dealership**") and 2416326 Alberta Ltd. ("**Westcastle RealCo**") together with Westcastle Dealership, "**Westcastle GMC**" and together with the Summit Auto Group, the "**Debtors**") brings this Application for, among other things:
  - (a) an Order, substantially in the form attached as **Schedule "A"**, among other things:
    - (i) deeming service of the Application to be good and sufficient;
    - (ii) extending the Stay Period (defined herein) up to and including May 29, 2026;
    - (iii) approving the liquidation by the Monitor of the Western Sports Products Assets (defined herein) and approving an interim distribution to Northpoint Commercial Finance Canada Inc. ("**Northpoint**") of the sale proceeds in accordance with its entitlement;
    - (iv) approving the liquidation and wind-down by the Monitor of Vermillion Chrysler;
    - (v) directing or requiring the Loan Store/1292709 Alberta Ltd. or any of its affiliates to return the Vehicles (defined herein) to the Monitor or Westcastle

GMC and authorizing the Monitor to sell/liquidate the Vehicles, holding proceeds in trust;

- (vi) approving the actions, activities and conduct of the Monitor, as set out in the Monitor's Sixth Report, dated March 18, 2026 (the "**Sixth Report**"); and
  - (vii) approving the fees and disbursements of the Monitor and its legal counsel, Miller Thomson LLP ("**Miller Thomson**") as set out in the Sixth Report;
- (b) an Order (the "**Claims Procedure Order**") substantially in the form attached as **Schedule "B"**, among other things, approving a claims procedure with respect to Westcastle GMC; and
- (c) such further and other relief as the Monitor may request and this Honourable Court may grant.

**Grounds for making this application:**

3. The facts in support of this Application are set out in the Affidavit of Jon Gil, sworn August 15, 2025 (the "**Gil Affidavit**") and the Fifth Report.

CCAA Proceedings Summit Auto Group

4. The Summit Auto Group is an automotive dealership group that operated seven (7) car dealerships in Alberta and British Columbia (the "**Dealerships**"). Since its formation, the Summit Auto Group expanded through acquisitions to position itself as a multi-Original Equipment Manufacturer ("**OEM**") branded dealership group.
5. The Summit Auto Group sells cars manufactured by the following OEMs: Volkswagen, Mitsubishi, Nissan, Stellantis (i.e. Chrysler, Dodge, Jeep, and Ram) and Ford.
6. BMO is the operating lender for the Operating Debtors and is their senior secured lender.
7. Upon the application of BMO, and pursuant to the Order of the Court of King's Bench of Alberta (the "**Court**") issued August 22, 2025 (the "**Initial Order**"), BDO was appointed as the Monitor of the Summit Auto Group (the "**CCAA Proceedings**") pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**").

8. The Initial Order provided the following relief:
- (a) expanded the powers on the Monitor in these proceedings, including authorizing the Monitor to:
    - (i) take actions and steps to manage, operate, and carry on the businesses of the Summit Auto Group, including the authority to enter into contractual arrangements on behalf of the Summit Auto Group;
    - (ii) continue any current engagement with the Summit Auto Group's current sales agent or alternatively terminate the current sales agent agreement and engage a new sales agent, for and on behalf of the Summit Auto Group;
    - (iii) continue the Debtors engagement of Full Circle Automotive Solutions Inc. ("**Full Circle**") as the Chief Restructuring Officer ("**CRO**") in these CCAA Proceedings;
    - (iv) take possession of, preserve, protect, and exercise control over the property of the Summit Auto Group, including the Summit Auto Group's bank accounts;
    - (v) report to, meet, discuss, and share information with affected persons on all matters relating to the Summit Auto Group's businesses and property;
    - (vi) oversee and direct the preparation and dissemination of financial and other information of the Summit Auto Group, including cash flow statements;
    - (vii) proceed to continue negotiations for the sale of the Dealerships; and
    - (viii) market and sell the assets of the Summit Auto Group;
  - (b) granted an initial stay of proceedings to September 1, 2025, of all proceedings, right and remedies that might be taken in respect of to the Debtors (the "**Stay Period**");
  - (c) approved the Monitor's borrowing certificate mechanism (the "**Monitor's Borrowing Certificate**") for allowing the Monitor to borrow funds directly from BMO through the issuance of a Monitor's Certificate;

- (d) granted the following charges over the Summit Auto Group's property (collectively, the "**Charges**"):
  - (i) an Administration Charge in the maximum amount of \$350,000 (the "**Administration Charge**") in favour of BMO, counsel to BMO, the Monitor, the Monitor's counsel, the CRO and the CRO's counsel (if any);
  - (ii) a Monitor's Borrowing Charge (the "**Monitor's Borrowing Charge**") up to the maximum amount of \$500,000 with a super priority subject only to the Administration Charge; and
  - (iii) a Directors' Charge (the "**Director's Charge**", together with the Administration Charge and Monitor's Borrowing Charge, the "**Charges**") to a maximum amount of \$250,000 subordinate to the Administration Charge and Monitor's Borrowing Charge.
  
- 9. The Initial Order was amended and restated on August 27, 2025, pursuant to an Order of the Court (the "**ARIO**").
  
- 10. The ARIO, among other things:
  - (a) extended the Stay Period to September 26, 2025;
  - (b) increased the maximum amount under the Administration Charge from \$350,000 to \$750,000; and
  - (c) increased the maximum amount under the Monitor's Borrowing Charge from \$500,000 to \$3.5 million.
  
- 11. On September 19, 2025, the Court granted Orders, among other things:
  - (a) extending the Stay Period to November 21, 2025;
  - (b) approving the Monitor's activities, conduct, and fees, including the fees of its legal counsel Miller Thomson;
  - (c) declaring that the Charges are applicable to various personal property registry creditors;
  - (d) enhancing the Monitor's investigatory powers; and

- (e) approving a sale investment solicitation process in respect of the Summit Auto Group (the “**SISP**”).
12. On November 19, 2025, the Court granted the following Orders:
- (a) an approval and vesting order, among other things, approving and authorizing the sale transaction (the “**Arrow VW Transaction**”) of certain of the assets, undertakings and properties of Arrow VW and Real Co (together, the “**Arrow VW Vendors**”), pursuant to a purchase and sale agreement between the Arrow VW Vendors as vendors and K5 IG Holdings Inc. as purchaser (the “**Arrow VW Purchaser**”) dated as of November 10, 2025;
  - (b) an approval and vesting order, among other things, approving and authorizing the sale transaction (the “**Castle Ford Transaction**”) of certain of the assets, undertakings and properties of Castle Ford and Real Co (together, the “**Castle Ford Vendors**”), pursuant to a purchase and sale agreement between the Castle Ford Vendors as vendors and Davis Auto Group Ltd. as purchaser (the “**Castle Ford Purchaser**”) dated as of November 6, 2025;
  - (c) an ancillary relief order, among other things:
    - (i) extending the Stay Period up to and including January 30, 2026;
    - (ii) approving the actions, activities and conduct of the Monitor;
    - (iii) approving the fees and disbursements of the Monitor and its legal counsel;  
and
    - (iv) authorizing the Monitor to make distributions to BMO in its capacity as both interim lender and senior secured lender.
13. On January 7, 2026, the Court granted an order (the “**Westcastle GMC CCAA Order**”), including Westcastle GMC in the within CCAA Proceedings. Additionally, the Westcastle GMC CCAA Order, among other things:
- (a) confirmed that The Toronto Dominion Bank (the “**TD Bank**”) is to be treated as an unaffected creditor in the CCAA Proceedings;

- (b) granted an administration charge in the maximum amount of \$150,000 (the “**Westcastle Administration Charge**”) in favour of counsel to BMO, the Monitor, the Monitor’s counsel, and the CRO charging the assets of Westcastle GMC; and
  - (c) authorizing a distribution to the sales agent in the amount of \$105,000 for the transactions related to Westcastle.
- 14. The Court also granted an order vesting all of the rights, title and interests of Westcastle GMC in the purchaser, free and clear of all encumbrances pursuant to certain sale agreements.
- 15. The Westcastle GMC CCAA Order was amended and restated on January 9, 2026, pursuant to an Order of the Court (the “**Amended and Restated Westcastle GMC CCAA Order**”).
- 16. The Amended and Restated Westcastle GMC CCAA Order (all capitalized terms not defined below are as defined in the Amended and Restated Westcastle GMC CCAA Order):
  - (a) increased the maximum amount under the Westcastle Administration Charge from \$150,000 to \$250,000;
  - (b) provided for a Westcastle Borrowing Charge in the maximum amount of \$150,000;
  - (c) authorized a distribution to TD Bank;
  - (d) created a holdback for a Claims Reserve; and
  - (e) authorized a payment to counsel for Westcastle GMC in respect of the Westcastle GMC transactions.
- 17. On January 22, 2026, the Court granted an Order (the “**January 22<sup>nd</sup> Order**”) for the following relief:
  - (a) extending the Stay Period up to and including March 29, 2026;
  - (b) approving the actions, activities and conduct of the Monitor;
  - (c) approving the fees and disbursements of the Monitor and its legal counsel;

- (d) freezing certain vehicles transferred from Western GMC to The Loan Store/1292709 Alberta Ltd. (the “**Vehicles**”) and requiring among other things, a reporting of the location of the Vehicles and any proceeds; and
- (e) authorizing the Monitor to make a serial number registration against the Vehicles *nunc pro tunc*.

#### Extension of Stay Period

- 18. The Stay Period pursuant to the ARIO expires on March 29, 2026, and the Monitor, pursuant to its enhanced powers, seeks to further extend the Stay Period up to and including May 29, 2029 (the “**Extended Stay Period**”).
- 19. The Third Revised Cash Flow Forecast (as defined in the Sixth Report) demonstrates that the Debtors have sufficient cash to operate during the Extended Stay Period through borrowings from BMO pursuant to the Monitor’s Borrowing Certificates.
- 20. The Extended Stay Period is reasonable in light of the Third Revised Cash Flow Forecast and provides the Debtors and the Monitor with time to stabilize the operations of the businesses and to pursue further going concern sales of the businesses, complete the Claims Procedure for the Westcastle GMC.
- 21. The Debtors, through the Monitor with its enhanced powers, have been acting and continue to act in good faith and with due diligence. Since the ARIO, the Debtors, through the Monitor, have worked diligently to, among other things:
  - (a) work with management to stabilize the businesses of the Debtors;
  - (b) manage and carry on the businesses of the Debtors;
  - (c) facilitate the closing of the Arrow VW Transaction and Castle Ford Transaction;
  - (d) seek relief to include Westcastle GMC within the ambit of the CCAA Proceedings;
  - (e) manage ongoing stakeholder and creditor requests;
  - (f) negotiate and facilitate the Sale Agreement; and
  - (g) communicate with creditors and stakeholders of the Debtors/

22. It is just, convenient, necessary, and in the best interest of the Debtors and their stakeholders that the Stay Period be extended.

#### Liquidation of Western Sport Products

23. Western Sport Products has certain assets remaining, including various serial numbered vehicles (the "**Western Sport Products Assets**").
24. The Monitor proposes to complete a liquidation of the Western Sport Products Assets.
25. The Monitor has conducted an appraisal of the Western Sport Products Assets.
26. The Monitor applies to this Court for authorization to liquidate the Western Sport Products Assets.
27. Pursuant to the ARIO, The Monitor is empowered to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of ordinary course of business without the approval of the Court in respect of any transactions not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000.
28. The Monitor has been provided with an independent legal opinion from Miller Thomson and provides that, subject to customary assumptions and qualifications contained therein, the security granted to Northpoint by Western Sport Products is valid and enforceable, and has first priority registered interest against the Western Sport Products Assets.
29. As at March 10, 2026, Western Sport Products was indebted to Northpoint in the amount of \$129,673 (the "**Northpoint Indebtedness**").
30. Based on the Monitor's analysis of anticipated proceeds from the liquidation of the Western Sport Products Assets, the Monitor is of the view that insufficient proceeds will be generated to pay the full balance of the Northpoint Indebtedness.
31. Following liquidation, the Monitor requests authorization to make a distribution of any sale proceeds to Northpoint in accordance with its security and priority position.

#### Liquidation of Vermillion Chrysler

32. The SISF did not yield any viable offers for the purchase of Vermillion Chrysler.

33. Following the SISP, the Sales Agent and Monitor have commenced a wind-down process in light of no transaction prospects.
34. The wind-down shall include among other things,
  - (a) the wind-down of operations, with operations currently targeted to cease on March 30, 2026;
  - (b) the return of certain parts and 2026 vehicle inventory to the OEM, to the extent that the OEM will accept such returns;
  - (c) the liquidation of the remaining parts and vehicle inventory (pre-2026 vehicle inventory and used vehicle inventory) not returned to the OEM, either through a sale to Squamish Chrysler (who would attempt to sell to an end-user/customer), or through an auction; and
  - (d) the termination of all employees of Vermillion Chrysler, effective the final day of operations.
35. The Monitor seeks approval of the wind-down of Vermillion Chrysler.

#### Sale of Vehicles

36. The Loan Store as set out more particularly in the Sixth Report has failed to fully comply with the January 22 Order, including disclosing the location of the Vehicles.
37. In the interests of all stakeholders, the Monitor requests the return of the Vehicles, and authorization to sell the Vehicles and hold the proceeds in trust.
38. The Monitor requests that it shall be empowered to attend the premises of The Loan Store, or any affiliates to remove the Vehicles if necessary.
39. The proceeds shall be distributed to the stakeholder(s) and creditor(s) in accordance with any entitlements as established in the Claims Procedure (set out below).
40. There is no prejudice to any stakeholders or creditors to sell the Vehicles as the proceeds will be distributed based on the valid entitlements.

### Claims Procedure

41. Following payment to TD Bank, first secured creditor of Westcastle GMC, and excluding the Disputed Funds and applicable charges, there are funds to be distributed to remaining creditors of Westcastle GMC.
42. The Monitor is of the view that the Claims Procedure Order, is warranted to fully and finally determine creditor claims against Westcastle GMC.
43. The Monitor has prepared the Claims Procedure. The Claims Procedure Order provides for a process to identify, quantify and resolve all claims against Westcastle GMC.
44. The notification process described in the Claims Procedure Order will provide Claimants with sufficient notice of the Claims Procedure and sufficient opportunity to prove their Claims prior to the bar date as applicable.
45. In addition, the adjudication procedure described in the Claims Procedure Order will facilitate the fair and expeditious resolution of any disputes regarding the status and/or amount of each claim.
46. The Claims Procedure is the most expeditious and efficient method of determining and resolving claims against Westcastle GMC.
47. The Monitor believes that the proposed Claims Procedure is in the best interest of Westcastle GMC and its stakeholders and is appropriate in the circumstances.

### Actions, Activities and Conduct

48. The Monitor seeks approval of its actions, activities and conduct.
49. The Monitor has acted diligently since its appointment to exercise its mandate.
50. The Monitor's actions, activities and conduct as detailed in the Sixth Report, are appropriate, reasonable and consistent with the Monitor's powers under the Initial Order as amended by the ARIO.

### Approval of Fees and Disbursements

51. The Monitor seeks approval of its professional fees and disbursements as well as those of its legal counsel, Miller Thomson.

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

**Material or evidence to be relied on:**

53. Affidavit of John Gil, sworn August 15, 2025;
54. Sixth Report of the Monitor dated March 18, 2026, to be filed;
55. Fee Affidavit of Clark Lonergan; and
56. Such further and other materials and evidence as counsel may advise and this Honourable Court may permit.

**Applicable Acts and regulations:**

57. *Alberta Rules of Court*, Alta. Reg. 124/2010, including rules 1.2, 1.3, 6.1, 6.2, and 6.3.
58. *Companies' Creditor Arrangement Act*, R.S.C. 1985, c. C-36, including ss. 11, 11.02, 23, and 36.
59. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

60. None.

**How the application is proposed to be heard or considered:**

61. Via Webex before the Honourable Justice M. E. Burns on the Commercial List.

**WARNING**

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

## WEBEX DETAILS

### Virtual Courtroom Link:

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

### Instructions for Connecting to the Meeting

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

### Key considerations for those attending:

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

For more information relating to Webex protocols and procedures, please visit: <https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

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

**SCHEDULE "A"**

**Proposed form of Order (Stay Extension and Ancillary Matters)**

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

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

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

DOCUMENT

**ORDER**

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF PARTY  
FILING THIS DOCUMENT

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File No.: 0262720.0004

**DATE ON WHICH ORDER WAS PRONOUNCED:** March 26, 2026  
**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice M. E. Burns  
**LOCATION OF HEARING:** Edmonton Law Courts

**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 March 18, 2026, the Monitor’s Sixth Report, dated March 18, 2026 (the “**Sixth Report**”), and the Fee Affidavit of Clark Lonergan sworn March 18, 2026;

**AND UPON** reviewing the CCAA Initial Order granted by the Court in these proceedings on August 22, 2025, as amended and restated by the Amended and Restated Initial Order granted by Court on August 27, 2025 (the “**ARIO**”) and the Westcastle GMC CCAA Order granted by the Court in the proceedings on August 17, 2025;

**AND UPON** reviewing the Amended and Restated Westcastle GMC Order granted by the Court in these proceedings on January 9, 2026;

**AND UPON** having read the Affidavit of Service of Maria Ceko, sworn March [●], 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 March 29, 2026, up to and including May 29, 2026.

### **SALE OF VEHICLES**

4. The Monitor is authorized to take custody of the vehicles listed in Schedule “A” to the within Order from The Loan Store or 1292709 Alberta Ltd., or any other person having the Vehicles in their possession, for the purpose of carrying out paragraphs 5 and 6 of this Order.
5. The Monitor shall be authorized to sell all vehicles set out in Schedule “A” to the within Order which were transferred to The Loan Store or 1292709 Alberta Ltd. or any of their affiliates.
6. The Monitor shall hold all Vehicle sale proceeds (the “**Vehicle Proceeds**”) in trust until the Claims Procedure (as defined in the Sixth Report) is completed. The Monitor shall be authorized to make a distribution of the Vehicle Proceeds to any stakeholder or creditor in accordance with its entitlement as determined by the Claims Procedure.

### **LIQUIDATION OF WESTERN SPORT PRODUCTS**

7. The Monitor is authorized in accordance with paragraph 25 of the ARIO, to sell and liquidate any and all Property of Western Sport Products.
8. The Monitor is authorized to make an interim distribution to Northpoint Commercial Finance Canada Inc. of all sale proceeds derived from the liquidation set out in paragraph 7.

### **LIQUIDATION AND WIND-DOWN OF VERMILLION CHRYSLER**

9. The Monitor is authorized in accordance with paragraph 25 of the ARIO, to sell and liquidate any and all Property of Vermillion Chrysler, and authorized to complete a wind-down of Vermillion Chrysler.

### **MONITOR'S ACTIVITIES AND PROFESSIONAL FEES**

10. The Monitor's actions, activities, and conduct as disclosed and reported in the Sixth Report, are hereby ratified and approved.
11. The Monitor's accounts for its fees and disbursements, as set out in the Sixth 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 Sixth 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>.

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Justice of the Court of King's Bench of Alberta

**Schedule "A"**

1. 1C6RR7GT7MS571444 2021 RAM 1500 CLASSIC MV -
2. 1C6RR7LG7MS520406 2021 RAM 1500 CLASSIC MV -
3. 1C6RR7LM4KS705290 2019 RAM 1500 CLASSIC MV -
4. 1GCZGHFG6L1137707 2020 CHEVROLET EXPRESS CARGO
5. 3C4NJDAB2MT509364 2021 JEEP COMPASS MV
6. JA4ATVAAXNZ611649 2022 MITSUBISHI ECLIPSE CROSS
7. 1C6SRFBT2KN888630 2019 RAM 1500 MV
8. 1FMJK1MT2MEA10137 2021 FORD EXPEDITION MAX MV
9. 2HGFC2F57KH027387 2019 HONDA CIVIC MV
10. 3C4NJDAN8RT594549 2024 JEEP COMPASS MV
11. 3KPF44AC7PE586437 2023 KIA FORTE MV
12. KNDMB5C11K6454061 2019 KIA SEDONA MV
13. 1C6SRFET4KN729314 2019 RAM 1500 MV
14. 3C4PDCABXKT763993 2019 DODGE JOURNEY MV
15. 1C4RJFAGXMC528765 2021 JEEP GRAND CHEROKEE MV
16. 1C6RR7FT4KS712842 2019 RAM 1500 CLASSIC MV
17. 3KPA25AD1NE453930 2020 KIA RIO MV
18. 3KPA25AD8NE498878 2022 KIA RIO MV
19. 5XYPGDA36LG687056 2020 KIA SORENTO MV
20. JTMABABA0PA009571 2023 SUBARU SOLTERRA MV
21. 2GC4YTEYXN1221370 2022 CHEVROLET SILVERADO 3500
22. 3GKALMEG5RL350642 2024 GMC TERRAIN MV
23. 1C6RR7FG7KS594689 2019 RAM 1500 CLASSIC MV
24. 2C4RC1S77RR115468 2024 CHRYSLER PACIFICA MV
25. 1G1ZD5ST8PF250490 2023 CHEVROLET MALIBU MV
26. 1N6ED1CM2PN603928 2023 NISSAN FRONTIER MV

**SCHEDULE "B"**

**Claims Procedure Order**

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 **CLAIMS PROCEDURE ORDER**

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

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

**DATE ON WHICH ORDER WAS PRONOUNCED: March 26, 2026**

**LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre**

**NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice M. E. Burns**

**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**", and together with

Vermilion Chrysler, Cranbrook Mitsubishi, Sun Valley Nissan, Western Sport Products, Squamish Chrysler, Castle Ford, Arrow VW, Real Co, MK Auto, and 235 AB, the “**Summit Auto Group**”), 2412170 Alberta Ltd. (“**Westcastle Dealership**”) and 2416326 Alberta Ltd. (“**Westcastle RealCo**”) together with Westcastle Dealership, “**Westcastle GMC**” and together with the Summit Auto Group, the “**Debtors**”) ) pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”) for an order approving a procedure for the determination and resolution of claims against Westcastle GMC, and authorizing the Monitor to administer the claims procedure in accordance with its terms;

**AND UPON** having read the Sixth Report of the Monitor, dated March 18, 2026;

**AND UPON** hearing from counsel for the Monitor, and any other interested party in attendance;

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

**SERVICE & INTERPRETATION**

1. Service of notice of this application and supporting materials is hereby abridged to that actually given, if necessary, and declared to be good and sufficient. The application is properly returnable today and no other person is required to have been served with notice of this application.
2. In this Order:
  - a. “**BIA**” means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended;
  - b. “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Calgary, in the Province of Alberta, Canada;
  - c. “**Calendar Day**” means a day, including Saturday, Sunday and any statutory holidays in the Province of Alberta, Canada;
  - d. “**CCAA Proceedings**” means the within proceedings under the CCAA in respect of the Debtors;
  - e. “**Claim**” means: Pre-Filing Claims;

- f. **“Claimant”** means any Person asserting a Claim and includes without limitation the transferee or assignee of a Claim transfer and recognized as a Claimant in accordance with paragraph 32 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on or behalf of or through such Person;
- g. **“Claims Bar Date”** means 5:00 p.m. on April 26, 2026;
- h. **“Claims Package”** means the document package which shall include a copy of the Claims Procedure Order, the Notice to Claimants, and a Proof of Claim and related instructions, along with any other documentation the Monitor, may deem appropriate;
- i. **“Claims Procedure”** means the procedures outlined in this Order, including the Schedules hereto;
- j. **“Court”** means the Court of King's Bench of Alberta in the Judicial Centre of Calgary;
- k. **“Excluded Claims”** means:
  - i. any Claim secured by a charge now or hereinafter granted by the Court in connection with these CCAA Proceedings;
  - ii. any Claim arising under a contract entered into by the Westcastle GMC after the Filing Date or with respect to goods or services provided to any of the Westcastle GMC on or after the Filing Date;
- l. **“Filing Date”** means January 7, 2026, the date on which Westcastle GMC entered the withing CCAA Proceedings from the granting of the Westcastle GMC CCAA Order;
- m. **“Monitor”** means BDO Canada Limited, in its capacity as the Monitor of Westcastle GMC, and not in its personal capacity;
- n. **“Notice of Dispute”** means the notice referred to in paragraph 26 hereof, substantially in the form attached as Schedule **“D”** hereto, which must be delivered

to the Receiver by any Claimant wishing to dispute a Notice of Revision or Disallowance, with reasons for its dispute;

- o. **“Notice of Revision or Disallowance”** means the notice referred to in paragraph 24 hereof, substantially in the form attached as Schedule **“C”** hereto that the Monitor has revised or rejected all or part of such Claimant’s Claim as set out in its Proof of Claim;
- p. **“Notice to Claimant”** means a notice referred to in paragraph 16 hereof, substantially in the form attached as Schedule **“A”** hereto;
- q. **“Person”** means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, government authority or any agency, regulatory body, or officer thereof, or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;
- r. **“Pre-Filing Claims”** means (i) any indebtedness, liability, or obligation of any kind that would be a claim provable within the meaning of section 2 of the BIA; and/or (ii) all Claims against Westcastle GMC. For greater certainty, a “Claim” shall include any right or claim of any Person arising prior to the Filing Date that may be asserted or made in whole or in part against Westcastle GMC, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any

Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future;

- s. **“Proof of Claim”** means the Proof of Claim referred to in paragraph 20 hereof, substantially in the form attached as Schedule **“B”** hereto;
  - t. **“Proven Claim”** means the amount and status of a Claim of a Claimant as finally determined in accordance with this Claims Procedure Order;
  - u. **“Website”** means <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/summit-automotive-group>;
  - v. **“Westcastle GMC CCAA Order”** the Order of the Court granted on January 7, 2026;
3. All references as to time herein shall mean local time in Calgary, Alberta, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
  4. All references to the word “including” shall mean “including without limitation”.
  5. All references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.
  6. All Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars based on the Bank of Canada’s daily average exchange rate for that currency against the Canadian Dollar on the Filing Date.
  7. Interest and penalties that would otherwise accrue after the Filing Date shall not be included in any Cure Costs Claims.

### **MONITOR’S ROLE**

8. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA shall administer the Claims Procedure provided for herein, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order or incidental thereto.

9. In carrying out the terms of this Order, the Monitor shall:
  - a. have all of the protections given to it by the CCAA and any subsequent orders and extensions related thereto, and this Order, or as an officer of the Court, including the stay of proceedings in its favour;
  - b. incur no liability or obligation as a result of the carrying out of the provisions of this Order, save and except for any gross negligence or willful misconduct on its part;
  - c. be entitled to rely on the books and records of Westcastle GMC and any information provided by Westcastle GMC, all without independent investigation; and
  - d. not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, save and except for any gross negligence or willful misconduct on its part.
10. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of such forms and to request any further documentation from a Person that the Monitor may require in order to enable it to determine the validity of a Claim.
11. The form and substance of each of the documents comprising the Claims Package substantially in the forms attached as schedules hereto, are hereby approved. Despite the foregoing, the Monitor may, from time to time, make such minor changes to such forms as the Monitor considers necessary or desirable.
12. Copies of all forms delivered hereunder, as applicable, and determinations of Claims by the Court, as the case may be, shall be maintained by the Monitor and, subject to further order of the Court, the applicable Claimant will be entitled to have access thereto by appointment during normal business hours on written request to the Monitor.

**CLAIMS PACKAGE TO KNOWN CLAIMANTS**

13. The Monitor has reviewed the books and records of Westcastle GMC to prepare a list of known potential Claimants (the “**Known Claimants**”) as at the date of this Claims Procedure Order.
14. The Monitor shall send a Claims Package to each of the Known Claimants (or to the counsel of record for any such Known Claimants) by prepaid ordinary mail, courier, personal delivery, or electronic or facsimile transmission, within seven (7) Business Days from the granting of this Claims Procedure Order.
15. Any Known Claimant having received a Claims Package, if it has a Claim, must deliver a Proof of Claim by no later than the Claims Bar Date.

**CLAIMS PACKAGE FOR UNKNOWN CLAIMANTS**

16. The Monitor shall, within seven (7) Business Days from the granting of this Claims Procedure Order, cause the Notice to Claimants to be published once in the *Insolvency Insider*, the *Calgary Herald* and a local newspaper appropriate in the view of the Monitor.
17. The Monitor will also post to the Website electronic copies of the Notice to Claimants and Claims Package within two (2) Business Days from the granting of this Claims Procedure Order, and cause it to remain posted thereon until its discharge as Monitor.
18. The publication of the Notice to Claimants, in accordance with this Order, and the posting of this Order on the Website shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons and no other notice or service need to be given or made.
19. Upon the Monitor receiving a request by a Claimant for a Claims Package or documents or information relating to the Claims Procedure prior to the Claims Bar Date, the Monitor shall forthwith send a Claims Package, direct such Person to the documents posted on the Website, or otherwise respond to the request for information or documents as the Monitor considers appropriate in the circumstances.

### **PROOFS OF CLAIM**

20. Any Claimant that wishes to assert a Claim must deliver to the Monitor a completed Proof of Claim form, together with all relevant supporting documentation in respect of such Claim in the manner set out in this Claims Procedure Order on or before the Claims Bar Date.
21. Any Claimant who fails to deliver a Proof of Claim to the Monitor in accordance with this Claims Procedure Order by the Claims Bar Date, unless otherwise ordered by the Court, shall:
  - a. be forever barred from making or enforcing any such Claim against any of Westcastle GMC, and all such Claims will be forever extinguished and barred without any further act or notification by the Monitor;
  - b. be forever barred from making or enforcing any such Claim as against any other Person who could claim contribution or indemnity from Westcastle GMC, and all such Claims will be forever extinguished and barred without any further act or notification by the Monitor;
  - c. will not be permitted to vote at any creditors' meeting on account of such Claim;
  - d. will not be entitled to receive further notice with respect to the Claims Procedure or these proceedings with respect to such Claim; and
  - e. will not be permitted to participate in any distribution any Plan or otherwise on account of such Claim.
22. Any Person with an Excluded Claim shall not file a Proof of Claim in this process unless required to do so by further order of the Court, nor shall the Monitor send a Claims Package to Claimants with Excluded Claims.

### **REVIEW OF PROOFS OF CLAIM**

23. The Monitor shall review all Proofs of Claim filed in accordance with the Claims Procedure Order and at any time may:
  - a. request additional information from a Claimant;
  - b. request that a Claimant file a revised Proof of Claim;

- c. attempt to resolve and settle any issue arising in a Proof of Claim or in respect of a Claim;
  - d. accept (in whole or in part), the amount and/or status of any Claim and so notify the Claimant in writing; and
  - e. revise or disallow (in whole or in part) the amount and/or status of any Claim and so notify the Claimant in writing.
24. Where a Claim has been accepted by the Monitor in accordance with this Claims Procedure Order, such Claim shall constitute such Claimant's Proven Claim. The acceptance of any Claim or other determination of same in accordance with this Claims Procedure Order, in full or in part, shall not constitute an admission of any fact, thing, liability, quantum, or status of any claim by any Claimant, save and except in the context of these CCAA proceedings.
25. Where a Claim is revised or disallowed (in whole or in part, and whether as to amount and/or status), the Monitor shall deliver to the Claimant a Notice of Revision or Disallowance.

#### **NOTICE OF DISPUTE**

26. Any Claimant who intends to dispute a Notice of Revision or Disallowance sent pursuant to paragraph 25 above shall deliver a Notice of Dispute of Claimant to the Monitor no later than seven (7) Calendar Days after such Claimant is deemed to have received the Notice of Revision or Disallowance, or such longer period as may be agreed to by the Monitor in writing ("**Notice of Dispute**").
27. Where a Claimant that receives a Notice of Revision or Disallowance pursuant to paragraph 25 above does not file a Notice of Dispute Claimant by the time set out in paragraph 26 above, the amount and classification of such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance, and the Claimant shall be barred from disputing or appealing same, and the balance of such Claimant's Claim, if any, shall be forever barred and extinguished.

## **RESOLUTION AND ADJUDICATION OF CLAIMS**

28. As soon as is practicable after a Notice of Dispute is received by the Monitor in accordance with this Claims Procedure Order, the Monitor may attempt to resolve and settle the Claim with the Claimant.
29. In the event that the Monitor is unable to resolve a dispute regarding a Notice of Dispute with the Claimant, the Claimant must file an Application to the Court for the resolution of the Claim for voting and distribution purposes. Any such Application must be filed and served within 10 Calendar Days after the Claimant has delivered a Notice of Dispute, failing which the amount and classification of such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance. Thereafter, the Court shall resolve the dispute and determine the amount and/or classification of the Claimant's Claim for voting and distribution purposes.
30. For clarity, notwithstanding paragraph 29, the Monitor may attempt to resolve and settle the Claim with the Claimant at anytime leading up to the Application and is permitted to do so.

## **NOTICE OF TRANSFEREES**

31. If, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, the Monitor shall not be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received and acknowledged by the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Company may be entitled with respect to Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any of Westcastle GMC.

32. If a Claimant, or any subsequent holder of a Claim, who has been acknowledged by the Monitor as the holder of such, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim provided such Claimant may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant in accordance with the provisions of this Order.
33. The Monitor is not under any obligation to give notice to any Person other than a Claimant holding a Claim and shall have no obligation to give notice to any Person holding a security interest, lien or charge in, or a pledge or assignment by way of security in, a Claim as applicable in respect of any Claim.

### **SERVICE AND NOTICE**

34. The Monitor may, unless otherwise specified by this Order, serve and deliver any letters, notices or other documents contemplated by this Claims Procedure Order to Claimants, and any other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such Persons (with copies to their counsel if applicable) at the address as last shown on the records of Westcastle GMC or set out in such Claimant's Proof of Claim. Any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada (other than within Alberta), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic or digital transmission by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.
35. Any notice or other communication (including Proofs of Claim) to be given under this Order by any Person to the Monitor shall be in writing in substantially the form, if any, provided

for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or electronic or digital transmission addressed to the following address and any such notice or other communication by a Claimant shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of a normal business hours, the next Business Day:

**To the Monitor:**

**BDO CANADA LIMITED**

20 Wellington Street East, Suite 500  
Toronto, ON M5E 1C5

Attention: Clark Lonergan / Azeem Shah  
Telephone: 416-865-0111 / 647-249-8859  
Email: [clonergan@bdo.ca](mailto:clonergan@bdo.ca) / [azeshah@bdo.ca](mailto:azeshah@bdo.ca)

**With a copy to:**

**MILLER THOMSON LLP**

Barristers and Solicitors  
525-8<sup>th</sup> Avenue SW, 43<sup>rd</sup> Floor  
Calgary, AB, Canada T2P 1G1

Attention: James W. Reid  
Telephone: 403-298-2418  
Email: [jwreid@millერთhompson.com](mailto:jwreid@millერთhompson.com)

36. If during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further order of the Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or electronic or digital transmission in accordance with this Order.
37. In the event that this Order is later amended by further order of the Court, the Monitor shall post such further order on the Website and such posting shall constitute adequate notice of such amended claims procedure.

**SET-OFF**

38. The Monitor may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made pursuant to the Claims Procedure Order to

any Claimant, any claims of any nature whatsoever that any of Westcastle GMC may have against such Claimant, however, neither the failure to do so nor the allowance of any claim hereunder shall constitute a waiver or release by the Monitor of any such claim that the Company may have against Claimant.

**MISCELLANEOUS**

39. The Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Order or for advice and direction concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.
40. This Order shall have full force and effect in all provinces and territories of Canada, outside Canada and against all Persons against whom it may be enforceable.
41. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States, or in any other foreign jurisdiction, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Monitor and their respective agents in carrying out the terms of this Order.
42. The Monitor shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Claims Procedure Order and for assistance in carrying out the terms of this Claims Procedure Order.

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Justice of the Court of King's Bench of  
Alberta

**SCHEDULE "A"**

**NOTICE TO CLAIMANTS**

**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.**

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**NOTICE LETTER TO CLAIMANTS REGARDING CLAIMS PROCEDURE**

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**RE: Notice of Claims Procedure, Claims Bar Date**

This notice is published pursuant to the Order of the Honourable Justice Burns of the Court of King's Bench of Alberta, dated March 26, 2026 (the "**Claims Procedure Order**"), in Westcastle GMC's proceedings under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended. Pursuant to the Westcastle GMC CCAA Order dated January 7, 2026, BDO Canada Limited. was appointed as Monitor of each of 2412170 Alberta Ltd. ("**Westcastle Dealership**") and 2416326 Alberta Ltd. ("**Westcastle RealCo**") together with Westcastle Dealership, "**Westcastle GMC**") (in such capacity, the "**Monitor**"), and pursuant to the Claims Procedure Order will, with the assistance of Westcastle GMC, conduct a Claims Procedure with respect to Claims against Westcastle GMC.

All capitalized terms used herein that are not otherwise defined have the meaning ascribed to them in the Claims Procedure Order.

The Claims Procedure Order, the Claims Package, a Proof of Claim form, and related materials can be accessed on the Monitor's Website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/summit-automotive-group>. Proof of Claim forms can also be obtained by contacting the Monitor at the address below and providing particulars as to your name, address, facsimile number and email address.

**I. SUBMISSION OF PROOF OF CLAIM**

**Any Person who believes they have a Claim against Westcastle GMC (or any of them) shall submit their Claim in a Proof of Claim form, in accordance with the Claims Procedure Order.**

All Claimants **MUST** submit their Proof of Claim to the Monitor in respect of any Claims, no later than 5:00 p.m. MST on April 26, 2026(the “Claims Bar Date”).

Proofs of Claim **MUST** be submitted by prepaid registered mail, courier, personal delivery, or electronic or digital transmission addressed to the following address:

**To the Monitor:**

**BDO CANADA LIMITED**  
20 Wellington Street East, Suite 500  
Toronto, ON M5E 1C5

Attention: Clark Lonergan / Azeem Shah  
Telephone: 416-865-0111 / 647-249-8859  
Email: [clonergan@bdo.ca](mailto:clonergan@bdo.ca) / [azeshah@bdo.ca](mailto:azeshah@bdo.ca)

**With a copy to:**

**MILLER THOMSON LLP**  
Barristers and Solicitors  
525-8<sup>th</sup> Avenue SW, 43<sup>rd</sup> Floor  
Calgary, AB, Canada T2P 1G1

Attention: James W. Reid  
Telephone: 403-298-2418  
Email: [jwreid@millერთhompson.com](mailto:jwreid@millერთhompson.com)

**CLAIMS WHICH ARE NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE WILL BE FOREVER BARRED FROM MAKING OR ENFORCING ANY CLAIM AGAINST THE COMPANY.**

Additional information about these proceedings may be found on the Monitor’s Website or may be obtained by contacting the Monitor directly at the address above.

Dated at the City of Calgary, in the Province of Alberta, this [date] of [month], [year].

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**BDO Canada Limited**

in its capacity as Monitor of Westcastle GMC,  
and not in its personal or corporate capacity

**SCHEDULE "B"**

**PROOF OF CLAIM FORM**

**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.**

Regarding the claim of \_\_\_\_\_ (referred to  
in this form as "**the Claimant**"). *(Name of Claimant)*

All notices or correspondence regarding this claim to be forwarded to the Claimant at the following  
address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number:

Facsimile Number:

Attention (Contact Person):

Email Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Note – All future correspondence will be delivered to the designated email address unless the  
Claimant specifically requests that hardcopies be provided)*

Please provide hardcopies of materials to the address above.

I, \_\_\_\_\_ (name of the Claimant or representative of the  
Claimant), of \_\_\_\_\_ (City, Province or State) do hereby certify  
that:

(a) I am (select one):

the Claimant; or

I am \_\_\_\_\_ (state position/title) of the Claimant.

(b) I have knowledge of all the circumstances connected with the Claim referred to below;

(c) I confirm that complete documentation in support of the Claim referred to below is attached; and

(d) The Applicants and/or one or more of the Directors or Officers of the Applicants were and still are Indebted to the Claimant as follows:

**I. Pre-Filing Proof of Claim**

<b>Debtor</b>	<b>Pre-Filing Claim Amount</b>	<b>Nature of Claim (Secured, Priority, Unsecured or Secured)</b>	<b>Value of Security Held (if any)</b>
<b>2412170 Alberta Ltd.</b>	CAD\$		
<b>2416326 Alberta Ltd.</b>	CAD\$		

The particulars of the undersigned's total Claim, in the sum of \$CAD \_\_\_\_\_ (insert \$CAD value of total Claim) are attached.

*(Please provide full particulars of the Claim and supporting documentation including amount, description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim, name of any guarantor(s) which have guaranteed the Claim, particulars and copies of an security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. Any claim for interest must be supported by contractual documentation evidencing the entitlement to interest. Claims should not include the value of goods and/or services supplied or interest accrued after January 7, 2026).*

**FILING DEADLINES FOR CLAIM:**

For all Claims, this Proof of Claim must be received by the Monitor before 5:00 p.m. MST on April 26, 2026(the "**Claims Bar Date**").

Proofs of Claim **MUST** be submitted by prepaid registered mail, courier, personal delivery, or electronic or digital transmission addressed to the following address:

**To the Monitor:**

**BDO CANADA LIMITED**

20 Wellington Street East, Suite 500  
Toronto, ON M5E 1C5

Attention: Clark Lonergan / Azeem Shah  
Telephone: 416-865-0111 / 647-249-8859  
Email: [clonergan@bdo.ca](mailto:clonergan@bdo.ca) / [azeshah@bdo.ca](mailto:azeshah@bdo.ca)

**With a copy to:**

**MILLER THOMSON LLP**

Barristers and Solicitors  
525-8<sup>th</sup> Avenue SW, 43<sup>rd</sup> Floor  
Calgary, AB, Canada T2P 1G1

Attention: James W. Reid  
Telephone: 403-298-2418  
Email: [jwreid@millერთhompson.com](mailto:jwreid@millერთhompson.com)

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof before 5:00 p.m. MST on a Business Day or if delivered outside of normal business hours, the next Business Day.

**CLAIMS WHICH ARE NOT RECEIVED BY THE MONITOR BY CLAIMS BAR DATE WILL BE FOREVER BARRED FROM MAKING OR ENFORCING ANY CLAIM AGAINST ANY OF WESTCASTLE GMC.**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026

Per:

\_\_\_\_\_  
Witness

Print name of Claimant:

\_\_\_\_\_  
*If Claimant is other than an individual, print name and title of authorized signatory*

Name:

Title:

SCHEDULE "C"

NOTICE OF REVISION OR DISALLOWANCE

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.

TO: [name and address of Claimant]

**PLEASE TAKE NOTICE** that this Notice of Revision or Disallowance is being sent pursuant to an order of the Court of King's Bench of Alberta, dated March 26, 2026 (the "**Claims Procedure Order**"), in Westcastle GMC's proceedings under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended. Pursuant to the Westcastle GMC CCAA Order dated January 7, 2026, BDO Canada Limited. was appointed as Monitor of each of 2412170 Alberta Ltd. ("**Westcastle Dealership**") and 2416326 Alberta Ltd. ("**Westcastle RealCo**") together with Westcastle Dealership, "**Westcastle GMC**") (in such capacity, the "**Monitor**"). The Monitor has been authorized to conduct the Claims Procedure Order. A copy of the Claims Procedure Order, and all other related materials, may be found on the Monitor's Website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/summit-automotive-group>.

The Monitor has reviewed your Notice of Dispute or your Proof of Claim dated \_\_\_\_\_, 2026, and has revised or disallowed your Claim for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject to further dispute by you in accordance with the provisions of the Claims Procedure Order, your Claim will be allowed for voting and distributions purposes as follows:

	Submitted or Disputed Amount	Allowed
Claimant		
Claim		
Classification		

If you **AGREE** with the amount and classification allowed by Monitor as set out above, you need not do anything further; the quantum and classification of your claim, as set out as allowed in this Notice of Revision or Disallowance, will be accepted as your Proven Claim. In the event you take no action, your claim will also be accepted based on the allowed amount as set out above.

If you **DISAGREE** with the amount and classification allowed by Monitor as described above, you are obligated to file a **Notice of Dispute** with the Monitor within 7 Calendar Days after receipt of the Notice of Revision or Disallowance, failing which the amount and classification of your claim shall be deemed to be as set out as allowed in this Notice of Revision or Disallowance.

In the event the Monitor is unable to resolve the dispute about your allowable claim, you may file an application with the Court for the resolution or adjudication of your claim for voting and distribution purposes by no later than 10 Calendar Days after delivery of the Notice of Dispute of Revision or Disallowance, failing which the amount and classification of your claim shall be deemed to be as set out as allowed in this Notice of Revision or Disallowance.

Additional information about these proceedings may be found on the Monitor's Website or may be obtained by contacting the Monitor directly. Contact details for the Monitor are described below:

**BDO CANADA LIMITED**  
20 Wellington Street East, Suite 500  
Toronto, ON M5E 1C5

Attention: Clark Lonergan / Azeem Shah  
Telephone: 416-865-0111 / 647-249-8859  
Email: [clonergan@bdo.ca](mailto:clonergan@bdo.ca) / [azeshah@bdo.ca](mailto:azeshah@bdo.ca)

Dated at the City of Calgary, in the Province of Alberta, this [date] of [month], [year].

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**BDO Canada Limited**

in its capacity as Monitor of Westcastle GMC,  
and not in its personal or corporate capacity

**SCHEDULE "D"**

**NOTICE OF DISPUTE OF CLAIMANT**

**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.**

**PLEASE TAKE NOTICE** that by order of the Court of King's Bench of Alberta (the "**Court**") dated March 26, 2026 (the "**Claims Procedure Order**"), in Westcastle GMC's proceedings under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended. Pursuant to the Westcastle GMC CCAA Order dated January 7, 2026, BDO Canada Limited. was appointed as Monitor of each of 2412170 Alberta Ltd. ("**Westcastle Dealership**") and 2416326 Alberta Ltd. ("**Westcastle RealCo**") together with Westcastle Dealership, "**Westcastle GMC**") (in such capacity, the "**Monitor**"). The Monitor has been authorized to conduct the Claims Procedure Order. A copy of the Claims Procedure Order, and all other related materials, may be found on the Monitor's Website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/summit-automotive-group>

Name of Claimant: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**PLEASE TAKE NOTICE THAT**, pursuant to the Claims Procedure Order, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance, as applicable, issued by BDO Canada Limited, acting in its capacity as Court-appointed Monitor of Westcastle GMC in respect of our Claim. We dispute the following portion(s) of our Claim as articulated in the Notice of Revision or Disallowance, as applicable:

<b>Allowed Claim as Listed in the Notice of Revision or Disallowance (\$CAD)</b>	<b>Revised Claim (\$CAD)</b>

<b>Allowed Classification of Claim as Listed in the Notice of Revision</b>	<b>Revised Classification</b>

Reason for the dispute (attach copies of any supporting documentation):

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The address for Service of Notice of Dispute is as follows:

**To the Monitor:**

**BDO CANADA LIMITED**  
20 Wellington Street East, Suite 500  
Toronto, ON M5E 1C5

Attention: Clark Lonergan / Azeem Shah  
Telephone: 416-865-0111 / 647-249-8859  
Email: [clonergan@bdo.ca](mailto:clonergan@bdo.ca) / [azeshah@bdo.ca](mailto:azeshah@bdo.ca)

**With a copy to:**

**MILLER THOMSON LLP**  
Barristers and Solicitors  
525-8<sup>th</sup> Avenue SW, 43<sup>rd</sup> Floor  
Calgary, AB, Canada T2P 1G1

Attention: James W. Reid  
Telephone: 403-298-2418  
Email: [jwreid@millerthomson.com](mailto:jwreid@millerthomson.com)

**THIS FORM AND ANY REQUIRED SUPPORTING DOCUMENTATION MUST BE RETURNED TO THE MONITOR BY REGISTERED MAIL, PERSONAL SERVICE, EMAIL, FACSIMILE OR COURIER TO THE ADDRESS INDICATED ABOVE:**

- **FOR A NOTICE OF DISPUTE OF CLAIMANT MUST BE ACTUALLY RECEIVED BY 5:00 P.M. CALGARY TIME 7 CALENDAR DAYS AFTER RECEIPT OF NOTICE OF REVISION OR DISALLOWANCE.**

In the event that the Monitor is unable to resolve a dispute regarding my claim following its receipt of this Notice of Dispute of Revision or Disallowance, I understand that:

- (a) I am obligated to make an application to the Court for the resolution or adjudication of the Claim for voting and distribution purposes; and,
- (b) any such application must be filed in the Court (and served on the Monitor) no later than 10 Calendar Days after the Claimant has delivered a Notice of Dispute of Revision or Disallowance, failing which the amount and classification of such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026

Per:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Claimant

*If Claimant is other than an individual, print name and title of authorized signatory*

Name: \_\_\_\_\_

Title: \_\_\_\_\_