

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.

DOCUMENT

APPLICATION

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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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: November 13, 2025

Time: 10:00 a.m.

Where: Calgary Courts Centre

Before Whom: The Honourable Justice M. H. Bourque

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 Third 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**" or the "**Debtors**") brings this Application for, among other things:
 - (a) an Approval and Vesting Order (the "**Arrow VW AVO**"), substantially in the form attached as **Schedule "A"**, among other things:
 - (i) 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**") (the "**Arrow VW Sale Agreement**"), an unredacted copy of which shall be attached as an Appendix to the Confidential Supplement ("**Confidential Supplement**") to the Third Report
 - (b) an Approval and Vesting Order (the "**Castle Ford AVO**"), substantially in the form attached as **Schedule "B"**, among other things:
 - (i) 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**”) (the “**Castle Ford Agreement**”), an unredacted copy of which shall be attached as an Appendix to the Confidential Supplement;

- (c) an Order, substantially in the form attached as **Schedule “C”**, 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 January 30, 2025;
 - (iii) authorizing the Monitor to review all bank accounts, financial records, constating documents, minute books and other documents required by the Monitor in respect of the assets and/or business of 2412170 Alberta Ltd. operating as Westcastle Chevrolet Buick GMC (“**Westcastle Chevrolet**”) and 2416326 Alberta Ltd. (“**Westcastle Real Co**”), including proceeds of distribution and allocation of any sales of Westcastle Chevrolet and Westcastle Real Co’s assets and/or business;
 - (iv) approving the actions, activities and conduct of the Monitor, as set out in the Monitor’s Third Report (the “**Third Report**”);
 - (v) approving the fees and disbursements of the Monitor and its legal counsel, Miller Thomson LLP (“**Miller Thomson**”) as set out in the Third Report;
 - (vi) authorizing the Monitor to make distributions to the Bank of Montreal (“**BMO**” or the “**Lender**”) in its capacity as senior secured lender;
 - (vii) temporarily sealing the Confidential Supplement to the Third Report until the closing of the Arrow WV Transaction and Castle Ford Transaction or until further order of this Honourable Court; and
- (d) 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.

CCAA Proceedings

4. The Summit Auto Group, is an automotive dealership group that operates seven (7) car dealerships in Alberta and British Columbia (the “**Dealerships**”). Since its formation, the Summit Auto Group has expanded through acquisitions to position itself as a multi-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 pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA Proceedings**”).
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. 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 Debtors’ bank accounts;
 - (v) report to, meet, discuss, and share information with affected persons on all matters relating to the Summit Auto Group’s businesses and property;

- (vi) oversee and direct the preparation and dissemination of financial and other information of the Summit Auto Group, including cash flow statements;
 - (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 Debtors’ 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 Honourable Justice C. C. J. Feasby 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**").

Arrow VW Sale Approval

12. A copy of the Arrow VW Sale Agreement, redacted for purchase price and other commercially sensitive information, is attached as an Appendix to the Third Report. An unredacted copy of the Arrow VW Sale Agreement and a summary of the SISP are included in the Confidential Supplement, in respect of which Monitor is seeking the temporary sealing order (as further described below).
13. A summary of the key terms of the Arrow VW Sale Agreement is provided in the Third Report.
14. At all times during the SISP, the Monitor consulted with the Lender with respect to the conduct of the SISP, and the negotiation, rejection and acceptance of offers. Based on that consultation, the Monitor, for and on behalf of the Summit Auto Group, negotiated and settled the terms and conditions of the Arrow VW Sale Agreement. The Monitor is of the view that the proposed Arrow VW Sale Agreement and the proposed Arrow VW Transaction presents the highest and best transaction that is available in the circumstances and is in the best interests of the Summit Auto Group and its stakeholders.

15. Based on the foregoing, the Monitor seeks the Arrow VW AVO from this Honourable Court to allow the Monitor, pursuant to the exercise of its enhanced powers, to conclude the proposed Arrow VW Transaction with the Arrow VW Purchasers

Castle Ford Sale Approval

16. A copy of the Castle Ford Sale Agreement, redacted for purchase price and other commercially sensitive information, is attached as an Appendix to the Third Report. An unredacted copy of the Castle Ford Sale Agreement and a summary of the SISP are included in the Confidential Supplement, in respect of which Monitor is seeking the temporary sealing order (as further described below).
17. A summary of the key terms of the Castle Ford Sale Agreement is provided in the Third Report.
18. At all times during the SISP, the Monitor consulted with the Lender with respect to the conduct of the SISP, and the negotiation, rejection and acceptance of offers. Based on that consultation, the Monitor, for and on behalf of the Summit Auto Group, negotiated and settled the terms and conditions of the Squamish Chrysler Sale Agreement. The Monitor is of the view that the proposed Squamish Chrysler Sale Agreement and the proposed Squamish Chrysler Transaction presents the highest and best transaction that is available in the circumstances and is in the best interests of the Summit Auto Group and its stakeholders.
19. Based on the foregoing, the Monitor seeks the Squamish Chrysler AVO from this Honourable Court to allow the Monitor, pursuant to the exercise of its enhanced powers, to conclude the proposed Squamish Chrysler Transaction with the Squamish Chrysler Purchaser.

Distribution

20. As of August 12, 2025, BMO was owed in excess of \$58 million under the outstanding Summit Auto Group credit facilities, and as of November 5, 2025, BMO has advanced approximately \$1,800,000 under the Monitor's Borrowing Certificates (together with all applicable interest, fees and expenses, the "**Indebtedness**").
21. Based on the Monitor's analysis of anticipated proceeds or realization arising during the course of the CCAA proceedings, including from the proposed transactions, the Monitor

is of the view that insufficient proceeds will be generated to pay the full balance of the Indebtedness.

22. Additionally, in the event this Honourable Court grants the Orders approving the proposed transactions, following their closing as anticipated, the Monitor will hold cash for which it does not have any immediate requirement.
23. Accordingly, the Monitor requests authority from this Honourable Court to make one or more interim distributions from time to time of the net proceeds from the proposed transactions to BMO, as senior secured lender to the Summit Auto Group, in accordance with BMO's entitlement to such net proceeds subject to such reasonable holdbacks as the Monitor in consultation with BMO may determine are required to provide for payment of the ongoing costs of administration of the Summit Auto Group's CCAA proceedings.
24. 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 BMO by the Summit Auto Group is valid and enforceable.

Extension of Stay Period

25. The Stay Period pursuant to the ARIO expires on November 21, 2025, and the Monitor, pursuant to its enhanced powers, seeks to further extend the Stay Period up to and including January 30, 2026 (the "**Extended Stay Period**").
26. The Cash Flow Forecast demonstrates that the Summit Auto Group has sufficient cash to operate during the Extended Stay Period through borrowings from BMO pursuant to the Monitor's Borrowing Certificates.
27. The Extended Stay Period is reasonable in light of the Cash Flow Forecast and provides the Summit Auto Group and the Monitor with time to stabilize the operations of the businesses and to pursue further going concern sales of the businesses pursuant to the SISF, and close the transactions sought for approval.
28. The Debtors, through the Monitor with its enhanced powers, have been acting and continues to act in good faith and with due diligence. Since the ARIO, Summit Auto Group, through the Monitor, has been working 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) commence and conduct the SISP; and
 - (d) negotiate and enter into the purchase agreements.
29. It is just, convenient, necessary, and in the best interest of the Debtors and their stakeholders that the Stay Period be extended.

Westcastle Chevrolet and Westcastle Real Co

30. MK Auto is the sole shareholder of Westcastle Chevrolet and Westcastle Real Co.
31. Pursuant to the enhanced powers at paragraph 25 of the ARIO, the Monitor is empowered to exercise any shareholder rights of any of the Debtors, including MK Auto. Further the ARIO and Order of Justice C. C. J Feasby grants enhanced investigatory powers to the Monitor.
32. Westcastle Chevrolet and Westcastle Real Co are not subject to the CCAA Proceedings. However, the assets and business of Westcastle Chevrolet and Westcastle Real Co are intertwined with the business of the Debtors.
33. The Monitor requires the ability to oversee the financials of Westcastle Chevrolet and Westcastle Real Co, including the proceeds of distribution and allocation of any sales of Westcastle Chevrolet and Westcastle Real Co's assets and/or business.

Actions, Activities and Conduct

34. The Monitor seeks approval of its actions, activities and conduct.
35. The Monitor has acted diligently before and since its appointment.
36. The Monitor's actions, activities and conduct as detailed in the Third 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

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

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

Sealing Order

39. The Monitor seeks a temporary sealing order with respect to the Confidential Supplement. The Confidential Supplement contains sensitive commercial information, including pricing allocations and appraisal information. The dissemination of this information could prejudice the sales process, undermine ongoing negotiations, and impair the successful completion of the proposed transactions or future marketing efforts should the transactions, or either one of them, not close.
40. The proposed sealing order is the least restrictive means to prevent disclosure of the confidential and commercially sensitive information in the Confidential Supplement.

Material or evidence to be relied on:

41. Affidavit of John Gil, sworn August 15, 2025;
42. Third Report of the Monitor, to be filed;
43. Confidential Supplement to the Third Report; and
44. Such further and other materials and evidence as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

45. *Alberta Rules of Court*, Alta. Reg. 124/2010, including rules 1.2, 1.3, 6.1, 6.2, and 6.3.
46. *Companies' Creditor Arrangement Act*, R.S.C. 1985, c. C-36, including ss. 11, 11.02, 23, and 36.
47. 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:

48. None.

How the application is proposed to be heard or considered:

49. Via Webex before the Honourable Justice M. H. Bourque 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

SCHEDULE "A"

Proposed form of Arrow VW Approval and Vesting 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.

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., AND 1272986 B.C. LTD.

DOCUMENT **ORDER (APPROVAL AND VESTING ARROW VW)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MILLER THOMSON LLP
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ptakhar@millerthomson.com
File No.: 0262720.0004

DATE ON WHICH ORDER WAS PRONOUNCED: November 13, 2025
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice M. H. Bourque
LOCATION OF HEARING: Calgary Courts Centre

UPON THE APPLICATION of BDO Canada Limited 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**” or the “**Debtors**”) (for an order approving the sale transaction (the “**Transaction**”) contemplated by a purchase and sale agreement (as may be amended from time to time in accordance with the terms hereof, the “**Sale Agreement**”) between Arrow VW and Real Co as vendors (the “**Vendors**”) and K5 IG Holdings Inc. (the “**Purchaser**”) as purchaser dated as of November [●], 2025 and appended to the Third Report of the Monitor dated November [●], 2025 (the “**Third Report**”), and vesting in the Purchaser the Vendors’ right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement);

AND UPON having read the Amended and Restated Initial Order dated August 27, 2025 (the “**ARIO**”), the Third Report, the Confidential Supplement to the Third Report, and the Affidavit of Service of Marica Ceko, sworn November [●], 2025;

AND UPON HEARING the submissions of counsel for the Monitor and any other interested parties that may be present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed,

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

CAPITALIZED TERMS

2. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to such terms in the Sale Agreement.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and the execution of the Sale Agreement by the Monitor, on behalf of the Vendors, is hereby authorized and approved, with such minor amendments as the Monitor, on behalf of the Vendors, and the Purchaser may agree. The Monitor, on behalf of the Vendors, is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser pursuant to the Sale Agreement.

VESTING OF PROPERTY

3. Subject to the terms of the Sale Agreement, upon delivery of a Monitor's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "**Monitor's Certificate**"), all of the Vendors' right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or changes created by the ARIO;
 - (b) any charges or security interests or claims security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (British Columbia) or any other personal property registry system; and
 - (c) any liens or claims of lien under the under the *Builders' Lien Act* (British Columbia); and
 - (d) those Claims listed in **Schedule "B"** hereto;

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances set out on **Schedule "C"** hereto) and for greater

certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the British Columbia Registrar of Land Titles ("**BC Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

- (i) enter the Purchaser as the owner of the lands and premises municipally described as 2034 Cranbrook Street North, Cranbrook, British Columbia and legally described as: 009-512-845 LOT 4 DISTRICT LOTS 24 AND 28 KOOTENAY DISTRICT PLAN 15610 and the lands and premises municipally described as 2124 Cranbrook Street North, Cranbrook, British Columbia and legally described as: 009-512-217 LOT 7 DISTRICT LOT 28 KOOTNEY DISTRICT PLAN 15610 (the "**Lands**") together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid;

- (ii) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in Schedule "C"; and
 - (b) the Registrar of the British Columbia Personal Property Registry and any other applicable registrar shall and is hereby directed to forthwith cancel and discharge any registrations at the British Columbia Personal Property Registry, or any other applicable registry, (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Vendors in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
- 5. Upon delivery of the Monitor's Certificate together with a certified copy of this Order, this Order shall be immediately registered by the BC Registrar notwithstanding that the appeal period of this Order has not elapsed. The BC Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Monitor in its capacity as Monitor of the Vendors and not in its personal capacity.
- 6. In order to effect the transfers and discharges described above, this Court directs any Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
- 7. The Monitor is authorized and directed to undertake and perform such activities and obligations as are contemplated to be undertaken or performed by the Monitor (whether on its own accord or for and on behalf of the Vendors) pursuant to this Order or the Sale Agreement or any ancillary document related thereto and shall incur no liability in connection therewith, save and except for any gross negligence or wilful misconduct on its part. Except as provided in the Sale Agreement, no further authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Vendors of the Sale Agreement.

8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (the “**Arrow VW Net Proceeds**”) (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor’s Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the Arrow VW Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
9. Except as expressly provided for in the Sale Agreement or by section 97 of the *British Columbia Employment Standards Act*, the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Vendors.
10. Upon completion of the Transaction, the Vendors and all persons who claim by, through or under the Vendors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchasers.
11. The Purchasers shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Vendors, or any person claiming by, through or against the Vendors, other than the Permitted Encumbrances.
12. The Monitor is directed to file with the Court a copy of the Monitor’s Certificate forthwith after delivery thereof to the Purchaser.

13. The Monitor may rely on written notice from the Purchaser or their counsel regarding the fulfillment of conditions to closing under the Sale Agreement and shall incur no liability with respect to delivery of the Monitor's Certificate.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Monitor is authorized and permitted to disclose and transfer to the Purchasers all human resources and payroll information in the Vendors' records pertaining to the Vendors' past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Vendors were entitled.

ASSIGNMENT OF ASSIGNED CONTRACTS

15. Upon delivery by the Monitor to the Purchaser of the Monitor's Certificate and payment of all amounts required ("**Cure Costs**") pursuant to section 11.3(4) of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**") set out on **Schedule "D"** hereto, all of the rights and obligations of the Vendors under and to the Assigned Contracts set out on **Schedule "D"** hereto (the "**Assigned Contracts**") shall be assigned, conveyed and transferred to, and assumed by, the Purchaser pursuant to this Order. For certainty, the Purchaser is assuming all obligations and liabilities of the Vendors under the Assigned Contracts.
16. The Assignment of the Assigned Contracts is declared to be valid and binding upon all counterparties to the Assigned Contracts notwithstanding any restriction, condition or prohibition contained in the Assigned Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.
17. The assignment and transfer of the Assigned Contracts shall be subject to the provisions of this Order.
18. Not counterparty under any Assigned Contract, nor any other person, upon the assignment and transfer to, and assumption by, the Purchaser of the Assigned Contracts hereunder shall make or pursue any demand, claim, action or suit or exercise any right or remedy under any Assigned Contract against the Purchaser relating to:

- (a) the Debtors having sought or obtained relief under the CCAA;
- (b) the insolvency of the Debtors; or
- (c) any failure by the Debtors to perform a non-monetary obligation under the Assigned Contract,

and all such counterparties and persons shall be forever barred and estopped from taking such action. For greater certainty, nothing herein shall limit or exempt the Purchaser in respect of obligations accruing, arising or continuing after the Closing Date (as defined in the Sale Agreement) under the Assigned Contracts, other than in respect of items (a) and (b) above.

MISCELLANEOUS MATTERS

19. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC. 1985, c B-3, as amended (the "**BIA**"), in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Vendors; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendors and shall not be void or voidable by creditors of the Vendors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

20. The Vendors, the Purchaser, the Monitor and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in Closing the Transaction.
21. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order 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 or to assist the Monitor and its agents in carrying out the terms of this Order.

GENERAL

22. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier to the service list (the "**Service List**") in the proceedings. Service is deemed to be effected the next business day following transmission or delivery of this Order.
23. This Order shall be posted on the Monitor's website for these proceedings at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/summit-automotive-group>.

Justice of the Court of King's Bench of
Alberta

SCHEDULE "A"

MONITOR'S CERTIFICATE

COURT FILE NO. 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.

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., AND 1272986 B.C. LTD.

DOCUMENT **MONITOR'S CERTIFICATE (ARROW VW)**

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

RECITALS:

- A. Pursuant to an Order of the Honourable Justice M. A. Marion of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated August 22, 2025 (the "**Initial Order**"), BDO Canada Limited was appointed as monitor (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**" or the "**Debtors**"). Pursuant to an Order of the Honourable Justice C. D. Simard of the Court dated August 27, 2025, the Initial Order was amended and restated.

- B. Pursuant to an Order of the Court dated November 13, 2025, the Court approved the purchase and sale agreement dated as of November [●], 2025 (the "**Sale Agreement**") between Arrow VW and Real Co as vendors (the "**Vendors**") and K5 IG Holdings Inc. as purchaser (the "**Purchaser**") and provided for the vesting in the Purchaser of the Vendors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Cash Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 9 of the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Cash Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 9 of the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.

4. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

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., AND 1272986 B.C. LTD., and not in its personal capacity

Per:

Name:

Title:

SCHEDULE "B"

Encumbrances to be Discharged – Real Property

2034 Cranbrook Street N, Cranbrook BC

Registration Number:	Nature	Registered Owner
CA6346294	Lease	Summit V Auto Ltd.
CA8609114	Mortgage	Bank of Montreal
CA8609115	Assignment Oof Rents	Bank of Montreal
CA8609263	Priority Agreement	
CA8609264	Priority Agreement	
CB2089842	Mortgage	Bank of Montreal
CB2089843	Assignment of Rents	Bank of Montreal
CB2090116	Priority Agreement	
CB2090117	Priority Agreement	

2124 Cranbrook Street N, Cranbrook BC

Registration Number:	Nature	Registered Owner
CA7897026	Lease	Summit V Auto Ltd.
CB2089842	Mortgage	Bank of Montreal
CB2089843	Assignment of Rents	Bank of Montreal
CB2090114	Priority Agreement	
CB2090115	Priority Agreement	

SCHEDULE "C"

Permitted Encumbrances – Real Property

2034 Cranbrook Street N, Cranbrook BC

Registration Number:	Nature	Registered Owner
17455D	Reservation	The British Columbia Southern Railway Company The Cranbrook Estates Limited
P6812	Undersurface Rights	Her Majesty the Queen In Right of the Province Of British Columbia
Q27	Undersurface Rights	Her Majesty the Queen In Right of the Province Of British Columbia

2124 Cranbrook Street N, Cranbrook BC

Registration Number:	Nature	Registered Owner
17455D	Reservation	The British Columbia Southern Railway Company The Cranbrook Estates Limited
P6812	Undersurface Rights	Her Majesty the Queen In Right of the Province Of British Columbia
Q27	Undersurface Rights	Her Majesty the Queen In Right of the Province Of British Columbia

SCHEDULE "D"

Assigned Contracts

Contract	Cure Costs
Critical Contracts	\$
PBS Contract	\$
Personal Property Leases	\$

SCHEDULE "B"

Proposed form of Castle Ford Approval and Vesting 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.

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., AND 1272986 B.C. LTD.

DOCUMENT **ORDER (APPROVAL AND VESTING CASTLE FORD)**

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: November 13, 2025
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice M. H. Bourque
LOCATION OF HEARING: Calgary Courts Centre

UPON THE APPLICATION of BDO Canada Limited 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**” or the “**Debtors**”) (for an order approving the sale transaction (the “**Transaction**”) contemplated by a purchase and sale agreement (as may be amended from time to time in accordance with the terms hereof, the “**Sale Agreement**”) between Castle Ford and Real Co as vendors (the “**Vendors**”) and Davis Auto Group Ltd. (the “**Purchaser**”) as purchaser dated as of November [●], 2025 and appended to the Third Report of the Monitor dated November 5, 2025 (the “**Third Report**”), and vesting in the Purchaser the Vendors’ right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement);

AND UPON having read the Amended and Restated Initial Order dated August 27, 2025 (the “**ARIO**”), the Third Report, the Confidential Supplement to the Third Report, and the Affidavit of Service of Marica Ceko, sworn November [●], 2025;

AND UPON HEARING the submissions of counsel for the Monitor and any other interested parties that may be present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed,

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

CAPITALIZED TERMS

2. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to such terms in the Sale Agreement.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and the execution of the Sale Agreement by the Monitor, on behalf of the Vendors, is hereby authorized and approved, with such minor amendments as the Monitor, on behalf of the Vendors, and the Purchaser may agree. The Monitor, on behalf of the Vendors, is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser pursuant to the Sale Agreement.

VESTING OF PROPERTY

3. Subject to the terms of the Sale Agreement, upon delivery of a Monitor's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "**Monitor's Certificate**"), all of the Vendors' right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or changes created by the ARIO;
 - (b) any charges or security interests or claims security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Alberta) or any other personal property registry system; and
 - (c) any liens or claims of lien under the *Prompt Payment and Construction Lien Act* (Alberta); and
 - (d) those Claims listed in **Schedule "B"** hereto;

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances set out on **Schedule "C"** hereto) and for greater

certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

(a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel existing Certificate of Title No. 231 226 049 for those lands and premises municipally described as 1050 Corner Mountain Street, Pincher Creek, Alberta, and legally described as:

PLAN 2010937

BLOCK 6

LOT 10

(the "**Lands**")

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser;
- (iii) transfer to the new Certificate of Title the existing instruments listed in **Schedule "B"** to this Order; and
- (iv) discharge and expunge the Encumbrances listed in **Schedule "C"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;

- (b) the Registrar of the Alberta Personal Property Registry and any other applicable registrar shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry, or any other applicable registry, (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Vendors in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. Upon delivery of the Monitor's Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c L-7 and notwithstanding that the appeal period of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Monitor in its capacity as Monitor of the Vendors and not in its personal capacity.
 6. In order to effect the transfers and discharges described above, this Court directs any Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
 7. The Monitor is authorized and directed to undertake and perform such activities and obligations as are contemplated to be undertaken or performed by the Monitor (whether on its own accord or for and on behalf of the Vendors) pursuant to this Order or the Sale Agreement or any ancillary document related thereto and shall incur no liability in connection therewith, save and except for any gross negligence or wilful misconduct on its part. Except as provided in the Sale Agreement, no further authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Vendors of the Sale Agreement.
 8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (the "**Castle Ford Net Proceeds**") (to be held in an interest

bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the Castle Ford Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

9. Except as expressly provided for in the Sale Agreement or by section 5 of the *Alberta Employment Standards Act*, the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Vendors.
10. Upon completion of the Transaction, the Vendors and all persons who claim by, through or under the Vendors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchasers.
11. The Purchasers shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Vendors, or any person claiming by, through or against the Vendors, other than the Permitted Encumbrances.
12. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser.
13. The Monitor may rely on written notice from the Purchaser or their counsel regarding the fulfillment of conditions to closing under the Sale Agreement and shall incur no liability with respect to delivery of the Monitor's Certificate.

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Monitor is authorized and permitted to disclose and transfer to the Purchasers all human resources and payroll information in the Vendors' records pertaining to the Vendors' past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Vendors were entitled.

ASSIGNMENT OF ASSIGNED CONTRACTS

15. Upon delivery by the Monitor to the Purchaser of the Monitor's Certificate and payment of all amounts required ("**Cure Costs**") pursuant to section 11.3(4) of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**") set out on **Schedule "D"** hereto, all of the rights and obligations of the Vendors under and to the Assigned Contracts set out on **Schedule "D"** hereto (the "**Assigned Contracts**") shall be assigned, conveyed and transferred to, and assumed by, the Purchaser pursuant to this Order. For certainty, the Purchaser is assuming all obligations and liabilities of the Vendors under the Assigned Contracts.
16. The Assignment of the Assigned Contracts is declared to be valid and binding upon all counterparties to the Assigned Contracts notwithstanding any restriction, condition or prohibition contained in the Assigned Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.
17. The assignment and transfer of the Assigned Contracts shall be subject to the provisions of this Order.
18. Not counterparty under any Assigned Contract, nor any other person, upon the assignment and transfer to, and assumption by, the Purchaser of the Assigned Contracts hereunder shall make or pursue any demand, claim, action or suit or exercise any right or remedy under any Assigned Contract against the Purchaser relating to:
 - (a) the Debtors having sought or obtained relief under the CCAA;
 - (b) the insolvency of the Debtors; or

- (c) any failure by the Debtors to perform a non-monetary obligation under the Assigned Contract,

and all such counterparties and persons shall be forever barred and estopped from taking such action. For greater certainty, nothing herein shall limit or exempt the Purchaser in respect of obligations accruing, arising or continuing after the Closing Date (as defined in the Sale Agreement) under the Assigned Contracts, other than in respect of items (a) and (b) above.

MISCELLANEOUS MATTERS

19. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC. 1985, c B-3, as amended (the "**BIA**"), in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Vendors; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendors and shall not be void or voidable by creditors of the Vendors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

20. The Vendors, the Purchaser, the Monitor and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in Closing the Transaction.

21. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order 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 or to assist the Monitor and its agents in carrying out the terms of this Order.

GENERAL

22. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier to the service list (the "**Service List**") in the proceedings. Service is deemed to be effected the next business day following transmission or delivery of this Order.
23. This Order shall be posted on the Monitor's website for these proceedings at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/summit-automotive-group>.

Justice of the Court of King's Bench of
Alberta

SCHEDULE "A"

MONITOR'S CERTIFICATE

COURT FILE NO. 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.

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., AND
1272986 B.C. LTD.

DOCUMENT **MONITOR'S CERTIFICATE (CASTLE FORD)**

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

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File No.: 0262720.0004

RECITALS:

- A. Pursuant to an Order of the Honourable Justice M. A. Marion of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated August 22, 2025 (the "**Initial Order**"), BDO Canada Limited was appointed as monitor (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**" or the "**Debtors**"). Pursuant to an Order of the Honourable Justice C. D. Simard of the Court dated August 27, 2025, the Initial Order was amended and restated.

- B. Pursuant to an Order of the Court dated November 13, 2025, the Court approved the purchase and sale agreement dated as of November [●] 2025 (the "**Sale Agreement**") between Castle Ford and Real Co as vendors (the "**Vendors**") and Davis Auto Group Ltd. as purchaser (the "**Purchaser**") and provided for the vesting in the Purchaser of the Vendors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Cash Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 9 of the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Cash Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in Article 9 of the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

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., AND 1272986 B.C. LTD., and not in its personal capacity

Per:

Name:

Title:

SCHEDULE "B"

Encumbrances to be Discharged – Real Property

1050 Corner Mountain Street, Pincher Creek, Alberta

Registration Number:	Date	Particulars
231 226 050	28/07/2023	MORTGAGE MORTGAGEE - BANK OF MONTREAL. 1200,525-8 AVENUE SW CALGARY ALBERTA T2P1G1 ORIGINAL PRINCIPAL AMOUNT: \$7,600,000
231 226 051	28/07/2023	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - BANK OF MONTREAL. 1200,525-8 AVENUE SW CALGARY
251 215 124	25/08/2025	MORTGAGE MORTGAGEE - BANK OF MONTREAL. 1200,525-8 AVENUE SW CALGARY ALBERTA T2P1G1 ORIGINAL PRINCIPAL AMOUNT: \$28,150,000

SCHEDULE "C"

Permitted Encumbrances – Real Property

1050 Corner Mountain Street, Pincher Creek, Alberta

Registration Number:	Date	Particulars
821 167 935	30/09/1982	UTILITY RIGHT OF WAY GRANTEE - ICG UTILITIES (PLAINS-WESTERN) LTD.
821 199 416	23/11/1982	UTILITY RIGHT OF WAY GRANTEE - ICG UTILITIES (PLAINS-WESTERN) LTD.
061 230 013	09/06/2006	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE TOWN OF PINCHER CREEK. JASMAN & EVANS, LAW OFFICE BOX 2530, 985 EAST AVENUE PINCHER CREEK ALBERTA T2Z2Z5
061 295 906	24/07/2006	CAVEAT RE : EASEMENT , ETC.
191 206 552	09/10/2019	RESTRICTIVE COVENANT
191 206 553	09/10/2019	CAVEAT RE : RESTRICTIVE COVENANT
191 206 554	09/10/2019	CAVEAT

Registration Number:	Date	Particulars
		RE : EASEMENT
201 083 357	01/05/2020	UTILITY RIGHT OF WAY GRANTEE - TELUS COMMUNICATIONS INC.
201 090 944	14/05/2020	EASEMENT AS TO PORTION OR PLAN:2010938 OVER AND FOR BENEFIT OF: SEE INSTRUMENT
201 105 557	11/06/2020	UTILITY RIGHT OF WAY GRANTEE - ALTAGAS UTILITIES INC.
201 121 667	13/07/2020	RESTRICTIVE COVENANT
231 127 350	27/04/2023	CAVEAT RE : SEE CAVEAT CAVEATOR - 2202002 ALBERTA LTD. C/O TAGG & OLSEN LAW OFFICE 523 10333 SOUTHPORT ROAD SW CALGARY ALBERTA T2W3X6 AGENT - BRANDON TAGG

SCHEDULE "D"

Assigned Contracts

Contract	Cure Costs
Customer Contracts	\$0.00

SCHEDULE "C"

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., AND 1272986 B.C. 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: November 13, 2025
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice M. H. Bourque
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**", 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**” or the “**Debtors**”);

AND UPON having read the Application filed November 5, 2025, the Monitor’s Third Report, dated November [●], 2025 (the “**Third Report**”), and the Confidential Supplemental to the Third Report;

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 November [●], 2025;

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 November 21, 2025, up to and including January 30, 2026.

MONITOR’S ACTIVITIES AND PROFESSIONAL FEES

4. The Monitor’s actions, activities, and conduct as disclosed and reported in the Third Report, are hereby ratified and approved.

5. The Monitor's accounts for its fees and disbursements, as set out in the Third Report, are hereby approved without the necessity of a formal passing or assessment of its accounts.
6. The accounts of the Monitor's legal counsel, Miller Thomson LLP, for its fees and disbursements, as set out in the Third Report, are hereby approved without the necessity of a formal passing or assessment of its accounts.

DISTRIBUTIONS

7. The Monitor, for and behalf of the Summit Auto Group, is authorized to make one or more interim distributions from time to time of the Arrow VW Net Proceeds (as such term is defined in the Approval and Vesting Order (Arrow VW) of Justice M. H. Bourque dated November 13, 2025) and Castle Ford Net Proceeds (as such term is defined in the Approval and Vesting Order (Castle Ford) of Justice M. H. Bourque dated November 13, 2025) to BMO, as the senior secured lender to the Summit Auto Group, in accordance with BMO's entitlement to such net proceeds subject to such reasonable holdbacks as the Monitor in consultation with BMO may determine are required to provide for payment of the ongoing costs of administration of the Summit Auto Group's CCAA proceedings, including to repay all amounts owing to BMO in connection with the Monitor's Borrowing Certificates (as described in the ARIO) and to address any unanticipated claims arising as part of these CCAA proceedings.

WESTCASTLE CHEVROLET

8. The Monitor is entitled to full access of all bank accounts, financial records, constating documents, minute books and other books, records and documents required by the Monitor in respect of 2412170 Alberta Ltd. operating as Westcastle Chevrolet Buick GMC ("**Westcastle Chevrolet**") and 2416326 Alberta Ltd. ("**Westcastle Real Co**"), in order to carry out its investigative powers pursuant to the ARIO and the Order of Justice C. C. J Feasby dated September 19, 2025.
9. The Monitor is permitted to review the financials of Westcastle and Westcastle Real Co including proceeds of distribution and allocation of any sales of Westcastle Chevrolet and Westcastle Real Co's assets and/or business.

SEALING

10. The Confidential Supplement to the Third Report shall be sealed on the Court file, not form part of the public record, and not be available for public inspection until further order of this Court.
11. The Confidential Supplement to the Third Report shall be sealed and filed in an envelope containing the following statement thereon:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO THE THIRD REPORT OF THE MONITOR, DATED NOVEMBER 5, 2025, WHICH SHALL BE SEALED ON THE COURT RECORD AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICLY ACCESSIBLE UNTIL THE CLOSING OF THE TRANSACTIONS (AS DEFINED IN THE THIRD REPORT) OR FURTHER ORDER OF THIS COURT.

12. The Monitor is at liberty to apply for advice and direction as may be necessary to give full force and effect to the terms of this Order.

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>.